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), BOB BEERS, (Ward 2)

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. Dial 7-1-1 for Relay Nevada.

September 17, 2014

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. BACKUP MATERIAL FOR THIS AGENDA MAY BE OBTAINED FROM BEVERLY K. BRIDGES, CITY CLERK, AT THE CITY CLERK'S OFFICE AT 495 SOUTH MAIN STREET, 2ND FLOOR OR ON THE CITY'S WEBPAGE AT www.lasvegasnevada.gov.

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 CUSTOMERS OF CENTURYLINK CAN VIEW THIS PROGRAM IN HIGH DEFINITION ON CHANNEL 1002, AND 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.lasvegasnevada.gov. 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.

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 - REVEREND SANFORD "SANDY" MARKS, TREE OF LIFE MINISTRY

4. PLEDGE OF ALLEGIANCE

5. RECOGNITION OF THE EMPLOYEE OF THE MONTH

6. RECOGNITION OF MEXICAN INDEPENDENCE DAY

7. RECOGNITION OF THE CITY OF LAS VEGAS FOR 15 CONSECUTIVE YEARS OF NATIONAL CLEAN WATER AGENCY PEAK PERFORMANCE

BUSINESS ITEMS - MORNING

PUBLIC COMMENT

8. 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

9. For Possible Action - Any items 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

10. For possible action to approve the Final Minutes by reference of the regular City Council meeting of August 6, 2014

CONSENT AGENDA

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

ADMINISTRATIVE SERVICES - CONSENT

11. For possible action to approve a Special Event Licensing and Temporary Land Use Agreement with Life is Beautiful, LLC for the temporary use of land and right of way for the Life Is Beautiful Festival to be held in downtown Las Vegas in an area generally bound by Carson Avenue (south), 11th Street (east), Las Vegas Boulevard (west), and Las Vegas Expressway/5l5 (north), October 24-26, 2014 - Ward 3 (Coffin)

BUILDING AND SAFETY - CONSENT

12. For possible action to approve a sewer connection agreement and interlocal contract with Clark County Water Reclamation District for sewer services with Todd Jerome Weldy and Brittni M. Weldy, owners (620 Whispering Sands Drive, APN 125-14-105-017) - near Ward 6 (Ross)

COMMUNITY SERVICES - CONSENT

13. For possible action to approve a combined allocation of $80,000 in Home Investment Partnership Program (HOME) and Low Income Housing Trust Fund (LIHTF) funds to the Affordable Housing Program, Inc. (AHP) for construction purposes to extend the height of the perimeter wall surrounding the Rulon Earl Mobile Home Park located at 3901 East Stewart Avenue - Ward 3 (Coffin)

FINANCE - PURCHASING & CONTRACTS CONSENT

14. For possible action to approve award of Bid No. 14.46802-JH, Sewer Rehabilitation Group B located on Oakey Boulevard, Grand Central Parkway, Bonneville Avenue, Clark Avenue, Bridger Avenue, Carson Avenue, Fourth Street, Las Vegas Boulevard, Seventh Street, Nineteenth Street, Cedar Avenue, Mojave Road, Pecos Road and Desert Pines Golf Course and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($3,286,000 - Sanitation Enterprise Fund) - Wards 3 and 5 (Coffin and Barlow)

15. For possible action to approve award of First Amendment to Agreement No. 130028-TF, Prime Design Services Agreement for Westside School Historical Rehabilitation located at 333 West Washington Avenue - Department of Public Works - Award recommended to: KME ARCHITECTS ($75,269 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

16. For possible action to approve award of Bid No. 14.46656-TB, Sewer Rehabilitation Group F, located on Rancho Drive between Craig Road and Decatur Boulevard, Craig Road between Buffalo Drive and Rancho Drive, Alexander Road between Cimarron Road and Rancho Drive, Smoke Ranch Road between Jones Boulevard and Decatur Boulevard, and Decatur Boulevard between Rancho Drive and Lake Mead Parkway and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($6,985,000 - Sanitation Enterprise Fund) - Wards 4 and 5 (Anthony and Barlow)

17. For possible action to approve award of Contract No. 150015-TF, Consultant Services for the City Hall Space Utilization Project located at 495 South Main Street - Department of Public Works - Award recommended to: STEINMANN FACILITY DEVELOPMENT CONSULTANTS ($72,500 - City Facilities Capital Projects Fund) - Ward 3 (Coffin)

18. For possible action to approve award of Agreement No. 150036-CB, Capacity License Conversion Agreement, including indemnification provision - Department of Information Technologies - Award recommended to: COMMVAULT SYSTEMS, INC ($258,641 - Computer Services Internal Service Fund)

19. For possible action to approve award of Modification No. 7 to Letter of Engagement (CFN No. 050687) for legal professional services - City Parkway V, Inc. - Award recommended to: HOLLEY, DRIGGS, WALCH, PUZEY & THOMPSON formerly COTTON, DRIGGS, WALCH, HOLLEY, WOLOSON & THOMPSON ($330,000 - City Parkway V, Inc. Operating Fund) - Ward 5 (Barlow)

OPERATIONS AND MAINTENANCE - CONSENT

20. ABEYANCE ITEM - For possible action to approve a Consent to Assignment of Management Agreement and Estoppel Certificate from CLP Las Vegas Golf, LLC to CF Las Vegas ARCIS, LLC regarding the Las Vegas Municipal Golf Course Management Agreement for the property located at 4300 West Washington Avenue - Ward 5 (Barlow)

21. For possible action to approve a License Agreement between the City of Las Vegas and the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Reno Nevada Bureau of Mines and Geology for global positioning system (GPS) equipment located at 4747 North Rainbow Boulevard commonly referred to as Fire Station 9 - Ward 4 (Anthony)

22. For possible action to approve a Lease Termination Agreement and Bill of Sale between the City of Las Vegas (City) and MetroPCS Nevada, LLC for the termination of lease and the transfer of ownership to the City of the leasehold improvements made to the property for a wireless communications system located at 101 North Pavilion Center Drive, commonly known as Veterans Memorial Ball Fields - Ward 2 (Beers)

23. For possible action to approve a Fourth Amendment to Restated Management Agreement between the City of Las Vegas and Angel Park Golf, LLC to modify the current insurance coverage for the Management Agreement located at the Angel Park Golf Course, 100 South Rampart Boulevard - Ward 2 (Beers)

24. For possible action to approve a First Amendment to Lease Agreement between the City of Las Vegas and Red Rock Search and Rescue to utilize the Emergency Operations Center parking lot located at the West Service Center, 7551 Sauer Drive - Ward 1 (Tarkanian)

25. For possible action to approve a Fifth Amendment to License Agreement between the City of Las Vegas and New Cingular Wireless PCS, LLC to extend the term of the agreement for the wireless communication system located at 333 North Rancho Drive, known as the Development Services Center - Ward 5 (Barlow)

26. For possible action to approve a Declaration of Utilization for sewer purposes for the Centennial/Hualapai Development Project located in the vicinity of Regena Avenue, Hualapai Way and Conquistador Street, APN's 125-30-101-008 and 125-30-101-013 - Clark County

PLANNING - BUSINESS LICENSING CONSENT

27. ABEYANCE ITEM - For possible action to approve an Extension of a Temporary Pistol Permit License, Robert Yacullo dba CITIZENS ARMS at 800 North Rainbow Boulevard, Suite #170 [Robert Yacullo, Owner] - Ward 1 (Tarkanian)

28. For possible action to approve an Extension of a Temporary Tavern License for a Change of Ownership FROM: PLAZA HOTEL & CASINO, LLC TO: PLAZA HOTEL & CASINO, LLC dba PLAZA HOTEL & CASINO at 1 South Main Street - Ward 5 (Barlow)

29. For possible action to approve an Extension of a Temporary Non-Restricted Gaming License, PLAZA HOTEL & CASINO, LLC dba PLAZA HOTEL & CASINO at 1 South Main Street - Ward 5 (Barlow)

30. For possible action to approve an Extension of a Temporary Tavern License for a Change of Ownership FROM: LAS VEGAS CLUB HOTEL & CASINO, LLC TO: LAS VEGAS CLUB HOTEL & CASINO, LLC dba LAS VEGAS CLUB HOTEL & CASINO at 18 Fremont Street - Ward 5 (Barlow)

31. For possible action to approve an Extension of a Temporary Non-Restricted Gaming License, LAS VEGAS CLUB HOTEL & CASINO, LLC dba LAS VEGAS CLUB HOTEL & CASINO at 18 Fremont Street - Ward 5 (Barlow)

32. For possible action to approve an Extension of a Temporary Tavern License for a Change of Ownership FROM: SPOAKS, LLC TO: GOLDEN PENNY INDUSTRIES, LLC dba REBEL REPUBLIC at 3540 West Sahara Avenue, Suite E1, [Jerome Kosak, Managing Member] - Ward 1 (Tarkanian)

33. For possible action to approve an Extension of a Temporary New Restricted Gaming License, GOLDEN PENNY INDUSTRIES, LLC db at REBEL REPUBLIC at 3540 West Sahara Avenue, Suite E1, [Jerome Kosak, Managing Member] - Ward 1 (Tarkanian)

34. For possible action to approve an Extension of a Temporary Restaurant With Alcohol License for a Change of Ownership FROM: GREAT WASH PARK, LLC TO: MADE LV, LLC dba MADE LV at 450 South Rampart Boulevard, Suite #120 [Elizabeth Blau, Manager] - Ward 2 (Beers)

35. For possible action to approve an Extension of a Temporary Tavern License for a Change of Ownership FROM: THE BUNKHOUSE, LLC TO: DT BH OPERATOR, LLC dba BUNKHOUSE at 124 South 11th Street - Ward 3 (Coffin)

36. For possible action to approve an Extension of a Temporary Tavern License for a Change of Ownership FROM: GMRI, INC. TO: RED LOBSTER HOSPITALITY, LLC dba RED LOBSTER at 200 South Decatur Boulevard - Ward 1 (Tarkanian)

37. For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License for a Change of Ownership FROM: EXECUTIVE SOLUTION, INC. TO: NIKOLAYDENIS, LLC dba EAST SIDE PIZZA at 1000 South Rampart Boulevard, Suite #7 [Nikolay Valentinovich Glushchenko, Owner] - Ward 2 (Beers)

38. For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License, CHIPOTLE MEXICAN GRILL, INC. dba CHIPOTLE MEXICAN GRILL at 111 North Nellis Boulevard, Suite #150 - Ward 3 (Coffin)

39. For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License for a Change of Ownership FROM: EL SOMBRERO, INC. TO: SIPPING SOCIETY FOOD CATERING COMPANY, LLC dba EL SOMBRERO MEXICAN BISTRO at 807 South Main Street - Ward 5 (Barlow)

40. For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License, LV STEAK HOLDINGS, LLC, VILLAGE dba JACQUES CAFE at 1910 Village Center Circle, Suite #1 - Ward 2 (Beers)

41. For possible action to approve an Extension of a New Beer/Wine/Cooler On-Sale License, MARISCOS EL PUERTO, INC. dba MARISCOS EL PUERTO at 1901 North Decatur Boulevard [Manuela Hernandez, Owner] - Ward 5 (Barlow)

42. For possible action to approve an Extension of a Temporary New Beer Wine Room License, LAS VEGAS BUNGEE, INC. dba DESIGN & WINE at 3175 North Rainbow Boulevard - Ward 5 (Barlow)

43. For possible action to approve a One-Day Opening for a Non-Restricted Gaming License subject to confirmation of Approval by the Nevada Gaming Commission, FIFTH STREET GAMING, LLC db at 899 FREMONT, LLC at 899 Fremont Street - Ward 3 (Coffin)

44. For possible action to approve a One-Day Opening for a Non-Restricted Gaming License subject to confirmation of Approval by the Nevada Gaming Commission, FIFTH STREET GAMING, LLC db at Gold Spike Hotel at 217 North Las Vegas Boulevard - Ward 5 (Barlow)

45. For possible action to approve a New Restricted Gaming License, CENTURY GAMING TECHNOLOGIES db at 7 Eleven Food Store #39598 at 3970 North Tenaya Way, Suite #120 - Ward 4 (Anthony)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

46. ABEYANCE ITEM - Report by Tom Perrigo, City of Las Vegas Chief Sustainability Officer, on the City's Sustainability Initiative - All Wards

47. Report regarding an update on the status of negotiations between the City of Las Vegas and the Las Vegas City Employees' Association - All Wards

48. Report by staff on the City of Las Vegas' social media efforts - All Wards

49. Report for possible action on public outreach efforts and status of term sheet and development agreement between the City of Las Vegas, City Parkway V, The Cordish Companies and Findlay Sports and Entertainment, LLC, for a proposed soccer stadium in Symphony Park located north of Bonneville Avenue, east of Grand Central Parkway, south of the Ogden Avenue underpass and west of the Union Pacific Railroad - Ward 5 (Barlow)

COMMUNITY SERVICES - DISCUSSION

50. Discussion for possible action regarding an agreement between WestCare Inc., cities of Las Vegas, Henderson, and North Las Vegas, Clark County and 14 Southern Nevada Hospitals for the annual operation and administration of the Community Triage Center (CTC) located at 930 North 4th Street and the City of Las Vegas' contribution of $218,241.58 (General Fund) - Ward 5 (Barlow)

ECONOMIC AND URBAN DEVELOPMENT - DISCUSSION

51. Discussion for possible action regarding a Fifth Amendment to Lease between the City of Las Vegas (City) and OG Las Vegas, LLC, to amend terms relative to the lease rate and purchase option for the parking garage located at 333 East Ogden Avenue, totaling approximately 1.03 acres (APN 139-34-510-020) - Ward 5 (Barlow) [NOTE: This is a related item to Council Item 53 (R-31-2014)]

52. Discussion for possible action regarding a Second Amendment to Amended and Restated Disposition and Development Agreement between the City of Las Vegas (City) and POB Las Vegas, LLC, to amend terms and conditions for the development of parcels at 4th Street and Stewart Avenue totaling 3.46 acres (APN's 139-501-004 and -008) - Ward 5 (Barlow)

RESOLUTIONS - DISCUSSION

53. R-31-2014 - Discussion and possible action regarding a Resolution finding that the Fifth Amendment to Lease between the City of Las Vegas and OG Las Vegas, LLC, to amend the lease rate and provide a purchase option for the parking garage located at 333 East Ogden Avenue, totaling 1.03 acres, is for economic development purposes and in the best interests of the public (APN 139-34-510-020) - Ward 5 (Barlow) [NOTE: This is a related item to Council Item 51]

BOARDS & COMMISSIONS - DISCUSSION

54. Discussion for possible action on the appointment of two members and two alternate members to the Clark County Regional Flood Control District Technical Advisory Committee

55. For Possible Action - DEPARTMENT OF TRANSPORTATION REGIONAL ADVISORY COMMITTEE ON OVERSIZED AND OVERWEIGHT VEHICLES - Jorge Cervantes, Term Expires 10-3-2015

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

56. Bill No. 2014-39 - For Possible Action - Establishes licensing requirements and regulations, as well as updated zoning regulations, pertaining to short-term residential rentals. (TXT-51291) Sponsored by: Councilwoman Lois Tarkanian [NOTE: This item will be heard for adoption at the 10/1/2014 City Council Meeting]

57. Bill No. 2014-52 - For Possible Action - Amends the City's nuisance regulations to include unruly gatherings as a public nuisance. Sponsored by: Councilwoman Lois Tarkanian [NOTE: This item will be heard for adoption at the 10/1/2014 City Council Meeting]

58. Bill No. 2014-55 - For Possible Action - Amends Ordinance No. 5697 (as previously amended by Ordinance No. 5778) creating Special Improvement District No. 607 (Providence). Proposed by: David N. Bowers, Director of Public Works

59. Bill No. 2014-56 - For Possible Action - Annexation No. ANX-54948 - Property location: located at 2174 Mohawk Street; Petitioned by: Mary Christine Thompson and Kelly Ann Thompson; Acreage: 0.66 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilwoman Lois Tarkanian

60. Bill No. 2014-59 - For Possible Action - Adopts a new Administrative Code pertaining to the administration and enforcement of the City's building and related technical codes. Sponsored by: Councilman Steven D. Ross

61. Bill No. 2014-60 - For Possible Action - Adopts the 2012 Edition of the International Building Code, together with amendments thereto. Sponsored by: Councilman Steven D. Ross

62. Bill No. 2014-61 - For Possible Action - Adopts the 2012 Edition of the International Residential Code, together with amendments thereto. Sponsored by: Councilman Steven D. Ross

63. Bill No. 2014-62 - For Possible Action - Adopts the 2012 Edition of the International Existing Building Code, together with amendments thereto. Sponsored by: Councilman Steven D. Ross

64. Bill No. 2014-63 - For Possible Action - Adopts the 2012 Edition of the International Swimming Pool and Spa Code, together with amendments thereto. Sponsored by: Councilman Steven D. Ross

65. Bill No. 2014-64 - For Possible Action - Adopts the 2012 Edition of the Uniform Mechanical Code, together with amendments thereto, as the City's Mechanical Code. Sponsored by: Councilman Steven D. Ross

66. Bill No. 2014-65 - For Possible Action - Adopts the 2012 Edition of the Uniform Plumbing Code, together with amendments thereto, as the City's Plumbing Code. Sponsored by: Councilman Steven D. Ross

67. Bill No. 2014-66 - For Possible Action - Adopts the 2011 Edition of the National Electrical Code, together with local amendments thereto. Sponsored by: Councilman Steven D. Ross

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.

68. Bill No. 2014-58 - For Possible Action - Amends the Town Center Development Standards Manual to reinstate the Employment Center Mixed Use (EC-TC) District. Sponsored by: Councilman Steven D. Ross

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.

69. Bill No. 2014-67 - Authorizes local improvement refunding bonds for the City of Las Vegas, Nevada, Special Improvement District Nos. 808 and 810 (Summerlin Village 23B) in an aggregate principal amount not to exceed $20,015,000. Proposed by: Venetta Appleyard, Director of Finance

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

70. 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

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 - DISCUSSION

71. EOT-55484 - EXTENSION OF TIME - NON-PUBLIC HEARING - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: CLOUDBREAK LAS VEGAS, LLC - For possible action on a request for an Extension of Time of an approved Site Development Plan Review (SDR-19659) FOR A PROPOSED EXPANSION OF AN EXISTING MULTI-FAMILY RESIDENTIAL/SINGLE ROOM OCCUPANCY ESTABLISHMENT WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER STANDARD TO ALLOW A ONE-FOOT WIDE BUFFER ALONG A PORTION OF THE SOUTH PROPERTY LINE WHERE A 15-FOOT WIDE BUFFER IS REQUIRED; A SIX-FOOT WIDE BUFFER ALONG A PORTION OF THE EAST PROPERTY LINE WHERE AN EIGHT FOOT WIDE BUFFER IS REQUIRED; A THREE FOOT WIDE BUFFER ALONG A PORTION OF THE NORTH PROPERTY LINE WHERE AN EIGHT-FOOT WIDE BUFFER IS REQUIRED; AND A SIX-FOOT WIDE BUFFER ALONG THE WEST PROPERTY LINE WHERE AN EIGHT-FOOT WIDE BUFFER IS REQUIRED at 525 East Bonanza Road and 602 Encanto Drive (APNs 139-27-805-003 and 139-27-812-017), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

72. ARC-55336 - NON-PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: PROVIEW SERIES 17, LLC – For possible action on an Appeal from the Denial by the Downtown Design Review Committee on a request for Signage Design Review FOR TWO PROPOSED FREESTANDING SIGNS AND TWO PROPOSED WALL SIGNS AT AN EXISTING PARKING FACILITY WITH WAIVERS TO ALLOW NO ILLUMINATION WHERE AT LEAST 50 PERCENT LED OR NEON IS REQUIRED ALONG CARSON AVENUE AND AT LEAST 75 PERCENT NEON IS REQUIRED WITHIN THE LAS VEGAS BOULEVARD SCENIC BYWAY OVERLAY DISTRICT at 200 South Las Vegas Boulevard and 201 South 4th Street (APNs 139-34-610-023 and 031), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-54636]. The Downtown Design Review Committee and Staff recommend DENIAL.

73. VAR-53482 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: B M L J H L 2011 TRUST - For possible action on an Appeal from the denial by the Planning Commission on a request for a Variance TO ALLOW AN ACCESSORY STRUCTURE (CLASS II) TO BE LOCATED TWO FEET FROM THE REAR PROPERTY LINE WHERE TEN FEET IS THE MINIMUM REQUIRED; AND TO ALLOW TWO FEET FROM THE PRINCIPLE DWELLING WHERE SIX FEET IS THE MINIMUM REQUIRED on 0.52 acres at 2010 Homeview Court (APN 163-03-311-003), R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone, Ward 1 (Tarkanian) [PRJ-53481]. Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL. [NOTE: This item should reflect this as an Appeal from the Approval by the Planning Commission]

74. VAR-54353 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: SHARON WILLIAMS - For possible action on a request for a Variance TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE 5 FEET IS REQUIRED AND A FOUR-FOOT REAR YARD SETBACK WHERE 15 FEET IS REQUIRED FOR AN EXISTING ROOM ADDITION WITH NO INTERNAL ACCESS AND TO ALLOW AN EXISTING 10-FOOT TALL SIDE WALL (FENCE) WHERE EIGHT FEET IS THE MAXIMUM ALLOWED on 0.15 acres at 4420 Mark Avenue (APN 139-19-112-034), R-1 (Single Family Residential) Zone, Ward 5 (Barlow) [PRJ-54096]. The Planning Commission (5-0 vote) and Staff recommend DENIAL.

75. ROC-55188 - ABEYANCE ITEM - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: Y-OPCO, LLC - OWNER: FEFOS, LLC - For possible action on a request for a Review of Condition of an approved Special Use Permit (SUP-20505) TO DELETE CONDITION #5 WHICH STATES, "THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE BEER, WINE COOLERS, OR SCREW CAP WINE IS PROHIBITED. ALL SUCH PRODUCTS SHALL REMAIN IN THEIR ORIGINAL CONFIGURATIONS AS SHIPPED BY THE MANUFACTURER. FURTHER, NO REPACKAGING OF CONTAINERS INTO GROUPS SMALLER THAN THE ORIGINAL SHIPPING CONTAINER SIZE SHALL BE PERMITTED" at 3053 North Jones Boulevard (APN 138-14-501-007) C-1 (Limited Commercial) Zone, Ward 5 (Barlow) [PRJ-55010]. Staff recommends DENIAL.

76. MOD-54816 - MAJOR MODIFICATION - PUBLIC HEARING - APPLICANT/OWNER: RYAN O'NEILL - For possible action on a request for a Major Modification of the Town Center Land Use Plan FROM: SX-TC (SUBURBAN MIXED USE - TOWN CENTER) AND SC-TC (SERVICE COMMERCIAL - TOWN CENTER) TO: GC-TC (GENERAL COMMERCIAL - TOWN CENTER) on 1.77 acres at 7610 Oso Blanca Road (APN 125-17-210-448), Ward 6 (Ross) [PRJ-54764]. The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

77. VAR-54750 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: DONNER 2002 TRUST - For possible action on a request for a Variance TO ALLOW A FIVE-FOOT REAR YARD SETBACK WHERE TEN FEET IS REQUIRED FOR A PROPOSED 540 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS II) [POOL HOUSE] on 0.68 acres at 3020 Campbell Circle (APN 139-32-212-001), R-E (Residence Estates) Zone, Ward 1 (Tarkanian) [PRJ-54651]. Staff recommends DENIAL. The Planning Commission (4-0-1 vote) recommends APPROVAL.

78. VAR-54820 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: LAURIE NADY FAMILY TRUST - For possible action on a request for a Variance TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR AN EXISTING PATIO COVER on 0.15 acres at 4530 Dover Place (APN 139-31-410-026), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-54754]. Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL.

79. SUP-54783 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: KOSTER FINANCE, LLC - OWNER: ALTA MIRA SHOPPING CENTER, LLC - For possible action on an Appeal from the Denial by the Planning Commission on a request for a Special Use Permit FOR A PROPOSED 1,573 SQUARE-FOOT AUTO TITLE LOAN USE WITH WAIVERS TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM A RESIDENTIAL USE WHERE 200 FEET IS REQUIRED AND TO ALLOW A 120-FOOT DISTANCE SEPARATION FROM A SIMILAR USE WHERE 1,000 FEET IS REQUIRED at 4990 West Craig Road, Suite #1 (APN 138-01-619-005), C-1 (Limited Commercial) Zone, Ward 4 (Anthony) [PRJ-54667]. The Planning Commission (5-0 vote) and Staff recommend DENIAL.

80. RQR-53803 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: HOOKAH MASTER'S LOUNGE - OWNER: CHARLESTON MARKETPLACE MALCAI, LLC - For possible action on a Required Review of an approved Special Use Permit (SUP-48035) FOR A NIGHT CLUB WITHIN AN EXISTING 5,775 SQUARE-FOOT RESTAURANT at 5900 West Charleston Boulevard, Suite #8 (APN 138-36-406-006), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL.

81. RQR-54666 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: HOOKAH MASTER'S LOUNGE - OWNER: CHARLESTON MARKETPLACE MALCAI, LLC - For possible action on a Required Review of an approved Special Use Permit (SUP-48036) FOR A SUPPER CLUB WITHIN AN EXISTING 5,775 SQUARE-FOOT RESTAURANT at 5900 West Charleston Boulevard, Suite #8 (APN 138-36-406-006), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL.

SET DATE

82. 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

83. 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

84. 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

****

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: SEPTEMBER 17, 2014

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

SUBJECT:
INVOCATION - REVEREND SANFORD "SANDY" MARKS, TREE OF LIFE MINISTRY

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE EMPLOYEE OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF MEXICAN INDEPENDENCE DAY

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE CITY OF LAS VEGAS FOR 15 CONSECUTIVE YEARS OF NATIONAL CLEAN WATER AGENCY PEAK PERFORMANCE

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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.: **9.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

For Possible Action - Any items 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.: **10.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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 August 6, 2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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

SUBJECT:

For possible action to approve a Special Event Licensing and Temporary Land Use Agreement with Life is Beautiful, LLC for the temporary use of land and right of way for the Life Is Beautiful Festival to be held in downtown Las Vegas in an area generally bound by Carson Avenue (south), 11th Street (east), Las Vegas Boulevard (west), and Las Vegas Expressway/515 (north), October 24-26, 2014 - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:

The Life is Beautiful event is a music, arts, and food festival that was held in downtown Las Vegas last year (October 26-27, 2013). The Special Event Licensing and Temporary Land Use Agreement licenses the use of the downtown site as defined in the Agreement for 18 days in October 2014 for the Life is Beautiful festival and related concessions and vending. This period includes site preparation, the actual event (October 24-26), and site restoration. In exchange for the use of the site and in consideration of the economic benefit to the City, Life is Beautiful, LLC has requested a waiver of certain license and permit fees in exchange for an official City of Las Vegas sponsorship.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

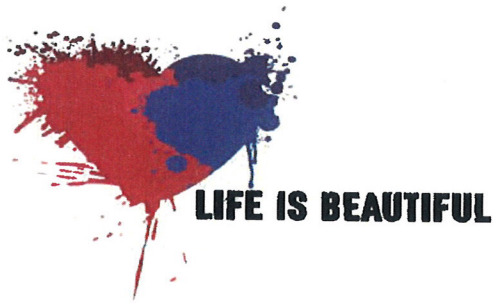
1. Agenda Memo
2. Special Event Licensing and Temporary Land Use Agreement

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: ADMINISTRATIVE SERVICES
ITEM DESCRIPTION: For possible action to approve a Special Event Licensing and Temporary Land Use Agreement with Life is Beautiful, LLC for the temporary use of land and right of way for the Life Is Beautiful Festival to be held in downtown Las Vegas October 24-26, 2014. Ward 3 - (Coffin)

In October 2013, R&R Research conducted an Intercept Study via in-person intercept interviews during the two-day Life is Beautiful event. Interviewers screened respondents to include only the event attendees who traveled to Las Vegas from outside Clark County, Nevada. The study reported the following:

- Total estimated economic impact $24,747,100
- 57,000 tickets sold
- Mean non-gaming spend $960.89
- Total estimated non-gaming spend $19,914,400
- Mean gaming spend $233.18
- Total estimated gaming spend $4,832,700



LIFE IS BEAUTIFUL
SPECIAL EVENT LICENSING AND
TEMPORARY LAND USE AGREEMENT

THIS SPECIAL EVENT LICENSING AND TEMPORARY LAND USE AGREEMENT ("Agreement") is made as of _____, 2014, by and between LIFE IS BEAUTIFUL, LLC a Nevada limited liability company ("LIB" or "Licensee"), and the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("CLV" or "Licensor").

RECITALS

WHEREAS, LIB desires to conduct a special event music festival in Downtown Las Vegas on portions of the CLV right-of-way and certain real property owned by CLV pursuant to Las Vegas Municipal Code and other applicable law; and

WHEREAS, CLV desires to allow LIB to conduct the special event music festival subject to the terms and conditions herein.

Now, therefore, in consideration of the mutual promises and of the covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, LIB and CLV (collectively, "the Parties," or individually as "Party") hereby agree as follows:

AGREEMENT SUMMARY

(a) This Agreement licenses the use of the Site (hereinafter defined) for eighteen (18) days in connection with that event commonly known as the "Life is Beautiful Festival", which includes three (3) days for the music, arts, and food festival and related concessions and vending, nine (9) days for site preparation and six (6) days for site restoration (collectively the "Event" or "Festival"). The Event is sponsored and promoted by LIB, who agrees to timely submit an application to the City of Las Vegas Planning Department for review and approval prior to the Event. In the event of any conflict between such application and this Agreement, this Agreement shall prevail.

(b) The Event is proposed to be held on certain real property, some of which is owned by CLV, which is bounded by Carson Avenue (south), 11th Street (east), Las Vegas Boulevard (west), and the Las Vegas Expressway/515 (north), (the "Site") and depicted on the Site Map attached hereto as Exhibit "A" and incorporated herein as a part of this Agreement. LIB understands that CLV is only conveying a license to the real property that it owns which is more specifically described on Exhibit

"B" ("City Property"), and the other licenses to use of any other real property within the Site that is not owned by CLV is the sole responsibility of LIB to acquire.

(c) This Agreement sets forth the obligations of LIB concerning the use of the Site, and other property licensed or used for parking, approaches, or sidewalks (collectively the "Premises") in connection with the Event.

BODY OF AGREEMENT

1. **Grant of License.** CLV does hereby license to LIB, and LIB does hereby license from CLV, the City Property on the Site, on the specific dates indicated, herein, for the purpose of holding the Event, and for no other purpose, subject to the terms and conditions of this Agreement, and the application submitted by LIB and approved by CLV. The Event, including the time needed for preparation and restoration of the Site before and after the Event, is authorized for the following dates (collectively the "License Term"):

    a. October 15, 2014, 12:01 AM through October 23, 2014, inclusive-----Site Preparation;
    b. October 24, 2014, through October 26, 2014, inclusive-----Actual Event Dates; and
    c. October 27, 2014, through November 1, 2014, 11:59 PM inclusive-----Site Restoration.
    d. LIB will use the Site in compliance with the Site Plan attached hereto as Exhibit "C," and incorporated herein as a part of this Agreement. Said Site Plan attached is a working document and will change through the production process, but will be finalized by October 1, 2014.
    e. Further details relative to Site and Premises inspection and restoration (as agreed upon) can be found in Section 7 below.

    In conjunction with and as consideration for this Grant of License, LIB shall apply for and be granted a Special Event Permit pursuant to the Las Vegas Municipal Code Title 12.02 requirements no later than fourteen (14) calendar days prior to October 24, 2014. The requirement of the Special Event Permit shall be a condition subsequent to the approval of this Agreement.

2. **License Fee/Permitting Fee.** In exchange for the use of the Site, it is understood that LIB has and continues to create good will and economic benefit for the City of Las Vegas and its residents by putting on the Event, which serves as good and valuable consideration for LIB's use of the site, and as such, LIB shall not pay certain licensing and/or permitting fee(s) to CLV, to the extent allowed by CLV and LIB further agrees to designate CLV as a sponsor of the Event (as more specifically set forth in Section 24 of this Agreement) and provide certain sponsorship benefits to CLV.

3. **Conditions Precedent to Entry onto Site.** LIB covenants and agrees to perform and abide by each and every term, condition, limitation, and restriction herein set forth, each of which shall be a condition to LIB's use of the Site pursuant to this License Agreement. LIB shall not enter the Site to begin preparing the Site for the Event, and shall not move any equipment or any other item onto the Site unless and until CLV, in writing, authorizes LIB to do so and CLV confirms that LIB has fulfilled all of the conditions precedent to such entry. The conditions precedent to LIB entering the Site are set forth in Exhibit "D" attached hereto and incorporated herein. In the event LIB enters the Site prior to fulfilling all of such conditions precedent and the actual receipt of such written authorization, such entry shall be considered by

the Parties to be trespassing committed by LIB, as well as a default which shall automatically terminate this Agreement.

4. **Default.** LIB covenants that if any default is made in the covenants or agreements herein contained, this Agreement licensing use of the Site shall, at the option of CLV, cease and terminate, and the relation of the parties shall be the same in all respects as if the License Term had fully expired. In such event, CLV may reenter and take possession of the Site and hold the same as of its former state therein, remove all persons, and resort to any legal proceedings to obtain such possession.

5. **Insurance.** Notwithstanding any other provision contained in this Agreement, LIB agrees to provide to CLV General Liability Insurance, from a qualified carrier authorized to do business in the State of Nevada and rated at least A-VIII, or better, by A.M. Best, Inc., in an amount not less than $5,000,000.00 per occurrence and $5,000,000.00 aggregate per event for injuries to persons, or damage to property, caused by LIB in connection with its performance of its obligations hereunder. LIB agrees to name the following parties as additional insureds on the above referenced policy:

   The City of Las Vegas, its Elected Officials, Officers, Agents, Employees and Volunteers
   The Las Vegas Metropolitan Police Department
   (collectively "CLV Additional Insureds") as their interests may appear with respect to the actions of the named insured.

   All such insurance shall be occurrence-based claims coverage. No such insurance shall have investigative or defense costs included in the limits (e.g. "burning limits").

   In addition, LIB shall carry: (a) Product Liability coverage and Completed Operations, (b) statutory Workers Compensation coverage with Employers' Liability Coverage of at least $1,000,000.00, and (c) Business Automobile Liability Insurance coverage in the amount of at least $3,000,000.00 for owned or non-owned vehicles.

   All such insurance shall be endorsed to provide at least thirty (30) days prior written notice of cancellation, non-renewal, or reduction in coverage or limits to the other Party. CLV may directly contact LIB's retail insurance broker for any insurance questions: Paul Bassman at Ascend Insurance Brokerage by fax to (214) 279-0207, or e-mail to festivals@ascendib.com.

   Certificates for all such insurance, naming the additional insureds as enumerated above, shall be delivered to CLV no later than October 1, 2014.

   LIB's insurance shall be primary and non-contributory to any other applicable insurance maintained by CLV and CLV Additional Insureds. LIB shall cause its workers compensation policy to contain a waiver of subrogation in favor of CLV and CLV Additional Insureds.

   Notwithstanding anything to the contrary herein, the Parties shall be responsible, at their own cost and expense, for insuring the Parties' own business and personal property, including vehicles and equipment. To be clear, nothing in this paragraph will be construed as giving license to a Party to damage or destroy the business or personal property of the other without liability for such damage or destruction ensuing.

6. **Liability and Indemnification.** Notwithstanding any other provision contained in this Agreement, LIB agrees to indemnify and hold harmless CLV as set forth above, from and against any and all losses, costs, claims, damages or injury or liability of any kind or nature whatsoever, whether to persons or to property, caused by LIB and/or its employees, agents, vendors, contractors ("Event Entities") or guests, arising from and/or in connection with the business activities of LIB under this Agreement or any agreement between CLV and LIB and/or arising from, or related to: (i) LIB's production of the Festival, including, but not limited to, the set-up, operation and dismantling of any goods and/or services sold or furnished by LIB under this Agreement with CLV, and the use of any materials or services supplied by LIB, including, but not limited to, any signage, banners, names, trademarks, service marks, trade-names or logos, and (ii) any claim or action of any kind including, but not limited to, any claim or action for personal injury or property damage in respect of any material, product or service offered or supplied by LIB with respect to the Festival. All of the rights to indemnity hereunder shall survive termination of any agreement between LIB and CLV. The indemnity obligations of this Agreement shall be effective whether or not there is insurance coverage for an indemnifiable claim. To be clear, LIB is not indemnifying CLV for CLV's own negligent conduct in any situation except that of "Evacuation", the specific terms of which are outlined below in the section entitled "Evacuation".

   Nothing set forth in this Agreement shall affect or limit the statutory protections and limits of liability for the Indemnitees set forth in NRS 41.035.

7. **Inspection of Site and Premises.** LIB and CLV shall jointly inspect the Site, including the City Property and Premises prior to installation of any temporary improvements to determine and document its current condition, and the condition of the Site and Premises in all respects, together with any hazards that need to be avoided for the uses contemplated by LIB. LIB accepts the Site, specifically the City Property and Premises in their "as is" condition. LIB and CLV shall jointly inspect the Site including the City Property and the Premises during move-out to determine whether any changes have occurred in the condition of the Site and the Premises which are directly attributable to LIB's occupancy and use thereof, and to document any cleanup or other restoration of the Site and Premises that may be required of LIB. The move-out inspection shall take place on October 30, 2014. For any issues with the Site and Premises, which are agreed by the Parties to be directly attributable to LIB's occupancy and use thereof, LIB shall have until November 17, 2014 (or a later date agreed-upon by the Parties) to restore the Site and Premises to CLV's satisfaction. The restoration of the Site and Premises after the Event must include reinstallation and/or the relocation of fencing, if any, and the dust mitigation material, as may be require by the Clark County Air Quality and Environmental Management.

8. **Care of Site and Premises.** LIB, at its own expense, shall keep the Site and Premises at all times in a safe, sanitary, and sightly condition so as to prevent blowing of debris, and shall return the Site to CLV upon the expiration or termination of this Agreement in a clean condition, with all trash and debris, removed therefrom (and adjacent properties if any such debris has been blown or deposited thereon from the Site). LIB agrees and covenants to return the Site to CLV without any liens or claims recorded against the Site.

9. **Expiration of Occupancy.** At the expiration of the License Term hereinabove set forth, LIB shall quit and vacate the Site in as good condition and repair as before LIB's use thereof, and shall have performed prior to such vacation the permanent dust treatment required under Section 7 to the satisfaction of CLV. In the event LIB holds over and fails to surrender the Site

and Premises at the time herein agreed, then and in that event, the LIB agrees to pay CLV the hold-over period the amount of $1000 per day or any part of a day, and the same does not preclude CLV from collecting other damages in the event damages do occur as a result of such hold-over. If LIB vacates the Site prior to the expiration of the contracted time of occupancy, CLV will assume beneficial control of the Site and the License Term will terminate. In addition, the Site shall be free of any claims or liens recorded against and encumbering the Site.

10. **Property Left on Site.** LIB shall remove from the Site and Premises on or before the termination of the license herein, all temporary structure, and all personal property, goods, and effects belonging to the LIB, its Event Entities, or otherwise brought upon the Site and Premises during the License Term. If any such personal property is not removed at the above stated time, CLV shall have the right to dispose of any such property (hereinafter "Lost Property"), for which LIB agrees to pay a reasonable fee and all expenses incurred by CLV. CLV shall be held harmless from any claim of Lost Property left on Site.

11. **Security.** LIB shall be partially responsible for security in all areas licensed or otherwise rented or provided, including, but not limited to, exhibit areas, grand stands, parking areas, walkways, loading dock areas, and emergency exits, from the time of initial entry until completion of move-out, understanding that the Las Vegas Metropolitan Police Department will also be on patrol in and around the Premises. Private security services provided by LIB's designated security vendor(s) will be at the expense of LIB. All security arrangements are subject to prior approval by CLV and the Las Vegas Metropolitan Police Department (LVMPD). LIB shall provide an approved security placement plan for stationary or roving posts to CLV and LVMPD prior to entry onto the Site and/or Premises, but no later than October 1, 2014.

12. **Parking.** LIB is responsible to provide adequate parking areas to accommodate attendance at the Event. Except as set forth in the Site Map attached hereto as Exhibit "A", all parking for the Event shall be off-site to the Site and no other parking is permitted on the Site. LIB shall provide to CLV a plan for the off-Site parking for the Event which identifies the parking resources that will be available for parking by the attendees of the Event.

13. **Concessions.** Subject to City of Las Vegas licensing requirements, LIB shall have the sole and exclusive right to offer for sale on the Site beverages of any type, food, souvenirs, or other merchandise of any legal type, or LIB may license such concession rights to any party or parties designated by LIB subject to Section 29 and the requirements of this Agreement. LIB shall provide a list of the proposed concessionaires to CLV no later than October 1, 2014.

14. **Access to Premises.** CLV reserves for its authorized representatives and for officers of the LVMPD, free access, and right to enter any portion of the Site owned by CLV only if those authorized representatives and LVMPD officers are working. Unless a CLV authorized representative or LVMPD officer is working in his or her official capacity, access pursuant to this paragraph is forbidden. Unless on official business, any CLV authorized representatives and LVMPD officers wishing to gain access to the Site must purchase a ticket or a pass as would any other spectator.

15. **Evacuation.** It is mutually agreed by the parties that in the event the Site or Premises, or any part thereof, shall be evacuated by reason of fire, strike, picketing, job action, riot, unruly demonstration, bombing, bomb threat or other incident or occurrence, actual or threatened, LIB, for itself and for the other Event Entities, shall and does hereby release CLV, its officers, employees and agents from liability for injury, loss of life, loss of or damage to property or

other damage or loss of any nature whatsoever, economic or otherwise suffered or sustained as a result of such evacuation or direction to evacuate. To be clear, LIB is not releasing CLV, its officers, employees, and agents from any gross negligence, willful conduct, or intentional acts. LIB, for itself, and for its successors and assigns, hereby covenants and agrees, in the event of such evacuation or direction to evacuate, that any and all claims that may be asserted by third persons for injury, loss of life, loss or damage to property or any damage or loss of any nature whatsoever, economic or otherwise, suffered or sustained as a result of such evacuation or direction to evacuate shall be subject to the indemnification requirement set forth in this Agreement. Under emergency circumstances, CLV, or its designee, shall regain complete control of the Site. Every reasonable effort will be made by CLV to notify LIB of any pending action with respect to emergency evacuation.

16. **Re-entry Right.** LIB agrees that if the Site or any part of thereof shall become vacant during the License Term, CLV or its representatives may re-enter the same either without being liable therefore to LIB or Event Entities. To be clear, prior to any re-entry based on this paragraph, CLV must communicate to LIB its intent to re-enter the Site or any part thereof, giving at least forty-eight (48) hours prior notice, during which time, LIB may either rectify the vacancy, or concede vacancy allowing re-entry by CLV.

17. **Sub-licensing of Site.** LIB may sub-license portions of the Site to other vendors and entities related to the Event. LIB may sub-license any part of or the entire Site to another overall producer or promoter without the express written permission from CLV.

18. **Disclosure of Principals:** Pursuant to Resolution R-105-99 adopted by the City Council on November 17, 1999, LIB warrants that it has disclosed, on the form attached as Exhibit "E" hereto, all principals, including partners, of LIB, as well as all persons and entities holding more than a 1% interest in LIB, or any principal of LIB. If LIB, or its principals or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act (ERIA), and attaches current copies of such federal disclosures to Exhibit "E", the requirement of this Section shall be satisfied.

19. **Survival of Covenants and Remedies.** The agreements and covenants made by the Parties herein shall survive the termination of this Agreement. Each such agreement and covenant by the Parties shall be construed as a covenant and agreement independent of any other provision herein and the existence of any claim or cause of action by the Parties shall not constitute a defense to the enforcement of the provisions of any such covenant or agreement.

20. **Construction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

21. **Invalidity.** It is the desire and intent of the Parties that the provisions of this Agreement be enforced to the fullest extent permissible under the law and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, in the event that any one or more of the provisions of this Agreement or in any other instrument referred to herein shall be held in any jurisdiction or as to any person to be invalid, prohibited, illegal, or unenforceable for any reason, in any respect, such provision or instrument as to such jurisdiction or as to such person, shall be ineffective, without invalidating the remaining provisions of this Agreement or such instruments or affecting the validity or enforceability of such provision or instrument in any other jurisdiction or as to any other person. Notwithstanding the foregoing, if such provision

could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction or as to such person, it shall, as to such jurisdiction or person, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction or as to any other person.

22. **Entire Agreement; Amendments and Waivers**. This Agreement, together with all exhibits, deal memos, and schedules hereto, constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. The Parties waive the right to amend this Agreement by any means other than a writing signed by all Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

    No failure or delay on the part of any Party hereunder in the exercise of any power, right or privilege hereunder shall impair such power, right, or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise thereof or any other right, power, or privilege preclude another or further exercise thereof or of any other power, right, or privilege. All rights and remedies existing under this Agreement are cumulative to and not exclusive of any rights or remedies otherwise available.

    No notice to or demand on a Party in any case shall entitle such Party to any further notice or demand in similar or other circumstances unless expressly provided herein.

23. **Assignment.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

24. **Publicity and Sponsorship**. CLV hereby grants to LIB the right to use CLV's City Seal, its name, likeness, image, and biography in connection with advertising, marketing, promotion, sale, and distribution of tickets to the Festival for which CLV has agreed to participate. In consideration of this Agreement, LIB shall list CLV as a sponsor to the Festival. LIB agrees to provide to CLV for review and approval, the proposed marketing material which includes the City Seal or name prior to distribution.

25. **Execution**. This Agreement shall be executed in multiple copies and each executed copy shall constitute an original, but the copies shall be deemed one and the same instrument.

26. **Relationship of Parties being Independent**. It is acknowledged and agreed that the relationship of the Parties shall at all times be independent, rather than one of employer-employee, co-venturer, principal-agent, partner, or representative. In accordance with this independent relationship status, the Parties shall have no authority to act for or on behalf of each other or to bind each other without express written consent.

    a. All services to be rendered by the Parties hereunder shall be in accordance with the highest professional standards and in a diligent, competent, efficient, and faithful manner commensurate with the responsibilities involved. In the performance of the services to be rendered hereunder, the services and the hours worked on a given day will be entirely within the individual Party's control.

b. The Parties understand that (i) neither LIB nor CLV shall be considered as having employee status of the other for the purpose of any employee benefit plan applicable to the other's employees generally; (ii) the Parties are not required to provide each other with workers' compensation insurance coverage; and (iii) the Parties are responsible for their own federal and state income, social security, unemployment, and disability taxes and any governmental assessment with respect thereto, and shall indemnify the other with regard to responsibility for the same.

27. **Timeliness**. Time is of the essence in the performance of this Agreement.

28. **Promotional Photographs and Footage**. CLV and LIB alike shall have the right to create and/or use a reasonable amount of photographs and video footage that feature the Parties, their work product and designs in conjunction with this Agreement hereunder and utilize such content solely for promotional purposes. Due to the commercial enterprise that is LIB, and the myriad agreements that LIB is a party to relative to intellectual property, including photographs and video footage, CLV must get written consent from LIB for use of the same. The Parties agree to indemnify the other in the manner set forth above under "Indemnity," for any intellectual property claims or damages brought by third parties arising from such uses.

29. **Trademarks**. Each Party agrees that it has no right, title or interest in or to any trademark, trade name, slogan, logo, or other identification of that Party (except the right to use the same in accordance with the terms and conditions of this Agreement) (collectively, the "Trademark Properties"), and further agrees that any such Trademark Properties are and shall remain the sole property of their respective owner. Any goodwill engendered by either Party's use of one or more of the other's Trademark Properties in accordance with the terms and conditions of this Agreement shall inure solely to the owner of those Trademark Properties. Neither Party shall challenge in any forum the validity of the other's Trademark Properties. Neither Party shall acquire or attempt to acquire any rights (common law, statutory, or otherwise) in and to any trademark, trade name, slogan, logo, or other identification that is similar to, and/or likely to cause consumer confusion with, any of the other Party's Trademark Properties.

30. **Force Majeure**. The Parties shall not be liable to one another for any failure to perform as required under this Agreement if such failure is due to any Act of God such as fire, earthquake or natural disaster, war, terrorism, rebellion, insurrection, civil war, military action, government regulation, black-out, strike, or otherwise beyond the Parties' reasonable anticipation or control.

31. **Representations and Warranties**. In addition to any other representations and warranties of the Parties contained herein, the Parties hereby additionally represent and warrant the following:

    a. The Parties have the legal right and authority to perform all of their obligations contained herein and that such performance will not violate or conflict with any agreement the Parties may have with or to any third party or entity.

32. **Notice**. All notices and communications regarding the performance and responsibilities of the Parties and otherwise given by either Party to the other Party to this Agreement will be in writing and will be delivered in person (by hand or by messenger) or will be sent by regular or certified mail, return receipt requested or U.S. Postal Service Express Mail or Federal Express, U.P.S. or other similar recognized private overnight delivery service, prepaid, and by facsimile transmission. Notice given as provided herein will be deemed to have been given on the date it

was received as evidenced by signature, fax confirmation or date of first refusal, if that be the case. Notice hereunder will be addressed to:

c. If sent to CLV:

City of Las Vegas
City Manager's Office
Attention: Special Events Division
495 S. Main St., 7th Fl.
Las Vegas, Nevada 89101
Fax: 702-388-1807
ecarter@lasvegasnevada.gov

with a copy to:

City Attorney's Office
Attention: Teri Ponticello
495 S. Main St., 6th Fl.
Las Vegas, Nevada 89101
Fax: 702-386-1749
tponticello@lasvegasnevada.gov

d. If sent to LIB:

i. Overnight:

Life is Beautiful
520 Fremont Street
Suite 206
Las Vegas, NV 89101
contracts@lifeisbeautiful.com

ii. Regular Mail:

Life is Beautiful
PO Box 460
Las Vegas, NV 89125
contracts@lifeisbeautiful.com

33. Compliance. The Parties agree to comply with all applicable laws, statutes, ordinances, rules and regulations including, but not limited to, those of the United States of America, State of Nevada, as well as all local and regional governmental agencies (including but not limited to the City of Las Vegas and Clark County, Nevada (collectively the "City") and any board(s) of health or other city agency of the City having jurisdiction over the Festival), in connection with the Parties' performance hereunder. Such laws include, but are not limited to, the Americans with Disabilities Act and similar state laws and local, state, and federal laws prohibiting discrimination, including but not limited to in employment and public accommodations. Moreover, LIB shall, at its sole individual expense, procure and maintain in force at all times

during the Festival, and any load-in and load-out, any and all licenses, permits, or approvals necessary to conduct its respective activities proscribed under this Agreement. Without limiting the foregoing, the Parties (or individual Party discussed in each respective section) agree to comply with each of the following:

a. Hazardous Material. LIB shall not cause, nor shall LIB allow any of its agents or invitees to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the premises of the Festival, licensed from CLV (the City Property and Premises collectively referred to as the "CLV Premises"), or transported to or from the Premises. LIB is required to develop and implement various preventative and enforcement processes to comply with the required and adopted ordinances. Pursuant to Las Vegas Municipal Codes 14.18.070 and 14.18.191, it is unlawful for any person to discharge or cause to be discharged into the storm system any non-stormwater and it is unlawful for any person to dispose of trash, construction debris or industrial waste materials into the storm system. LIB will submit and comply with a Storm Water Pollution Prevention Plan (SWPPP) with the City's Environmental Officer no later than October 16, 2014 .The Parties shall immediately notify each other when one learns of, or has reason to believe that, a release of Hazardous Material ("Release") has occurred in, on or about the CLV Premises. The Parties shall further comply with all laws requiring notice of such Releases or threatened Releases to governmental agencies, and shall take all action necessary to mitigate the Release or minimize the spread of contamination. In the event that LIB or its agents or its invitees cause a Release of Hazardous Material, LIB shall, without cost to CLV, and in accordance with all laws and regulations, return the Premises to the condition immediately prior to the Release. In connection therewith, if LIB is responsible, LIB shall afford CLV a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "Hazardous Material" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or Nevada laws concerning hazardous waste; any asbestos and asbestos containing materials whether or not such materials are part of the CLV Premises or are naturally occurring substances in the CLV Premises, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "Release" or "threatened Release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the CLV Premises. Note that for purposes of this paragraph, stage pyrotechnics and display fireworks do not apply.

b. Property Damage. LIB shall not do anything about the CLV Premises that could cause damage to the CLV Premises.

c. Pesticides Ban and Solid Waste. LIB shall not use, or permit the use of, any pesticides on the CLV Premises. In addition, LIB will comply with and properly remove and

dispose of its solid waste materials used in the course and scope of its performance of this Agreement.

d. Intellectual Property. The Parties shall be responsible for obtaining any and all necessary clearances or permissions for their respective use of intellectual property.

e. Public Safety. LIB agrees to conduct all activities under this Agreement at all times in a safe and prudent manner with full regard to the public safety and to observe all applicable regulations and requests of CLV and other government agencies responsible for public safety.

f. Accessibility. In an effort to be an inclusive Festival, LIB endeavors to make the Festival as accessible to persons with disabilities as reasonably possible and as required by law. LIB is required to comply with federal and state disability access laws.

g. Discrimination. In the performance of its activities under this Agreement, if applicable, the Parties covenant and agree not to discriminate, including but not limited to on the basis of any fact or perception of a person's race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, height, weight or acquired immune deficiency (AIDS) or HIV syndrome against any employee of the Parties, or applicant for, employment with the Parties, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Parties.

h. Municipal Regulations. LIB shall comply with all applicable ordinances of the Las Vegas Municipal Code which are hereby incorporated by reference as though set forth in full herein.

i. Taxes. LIB shall be solely responsible for any and all sales, use, or other taxes, fees, permits and surcharges imposed by any federal, state, county or municipality in connection with the fulfillment of LIB's obligations under this Agreement between CLV and LIB.

34. **Termination**. Each Party shall have the right to terminate this Agreement if the other Party is adjudicated insolvent, declares bankruptcy or fails to continue its relevant business or municipal activities, for any other reason fails to perform its obligations under this Agreement or breaches any representation and warranty hereunder and such performance failure or breach continues for ten (10) days after receiving written notification of such failure or breach from the non-breaching Party. This termination provision is in addition to the default provision in Section 4.

35. **Independent Counsel**. The Parties hereto represent that they have had the opportunity to obtain independent legal counsel before entering this Agreement.

36. **Further Document**. The Parties agree that if any other provisions or agreements are necessary to enforce the intent of this document, that both Parties will execute the same upon request.

37. **Negotiations of Disputes/Choice of Law**. All claims and disputes arising under or relating to this Agreement are to be settled by negotiations between the Parties. In the event that such negotiations do not produce a mutually agreed upon settlement, the Parties shall bring any

claims in state court in Clark County, Nevada, or another location mutually agreeable to the Parties.

This Agreement between LIB and CLV shall be governed and construed in accordance with the laws of the State of Nevada.

38. **Return of Premises**. Upon the conclusion of the Festival, LIB shall surrender the Premises in the same condition as received, free from hazards and clear of all debris. LIB shall remove all of its property from the Premises and shall repair at its sole cost any damage to the Premises caused by such removal. The terms of this paragraph, and any other paragraph or section of the Agreement, do not apply to permanent art displays, e.g. murals, erected in conjunction with the Festival.

39. **Headings**. The paragraph headings utilized herein are for convenience only, and the same shall not affect the construction of any provision contained herein.

40. **Terms and Conditions**. By signing this Agreement, the Parties acknowledge that they have received, read, and accepted this Agreement, inclusive of Exhibits, which are incorporated herein and made a part of this Agreement.

41. **Conditions Precedent to Effectiveness of Agreement:** This Agreement shall not be or become effective until the following conditions have been satisfied:

    a. The City Council approves the execution of this Agreement;

    b. An authorized representative of CLV has signed this Agreement; and

    c. LIB has signed this Agreement.

SIGNATURE PAGE FOLLOWS ON PAGE 13

IN WITNESS WHEREOF, CLV and LIB have caused this Agreement to be executed as of the date first appearing above.

LIFE IS BEAUTIFUL LLC, a Nevada limited liability company

By: _____
Josh Ripple
Title: Chief Operating Officer

Address: Life is Beautiful
520 Fremont Street
Suite 206
Las Vegas, NV 89101

Date: 9/2/14

CITY OF LAS VEGAS, a municipal corporation of the State of Nevada

By: _____
Carolyn G. Goodman, Mayor

Attest:

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form:

By: _____
Assistant City Attorney 9/3/14

Address: City of Las Vegas
495 S. Main Street
Las Vegas, NV 89101

Date: _____

EXHIBIT LIST

TO

SPECIAL EVENT LICENSING AND TEMPORARY LAND USE AGREEMENT

LIFE IS BEAUTIFUL, LLC

Exhibit "A" – Site Map

Exhibit "B" – Description of City Property

Exhibit "C" – Site Plan

Exhibit "D" – Conditions Precedent to License and Permit

Exhibit "E" – Disclosure of Principals Form

EXHIBIT "A"

SITE MAP

EXHIBIT "B"

DESCRIPTION OF CITY PROPERTY

Real property owned by the City of Las Vegas which is identified by the Clark County Assessor Parcels Numbers:

139-34-512-019 through -025

139-34-512-034 through -036

139-34-512-052 and -053

139-34-512-099 and -100

139-34-512-055 and -056

EXHIBIT "C"

SITE PLAN

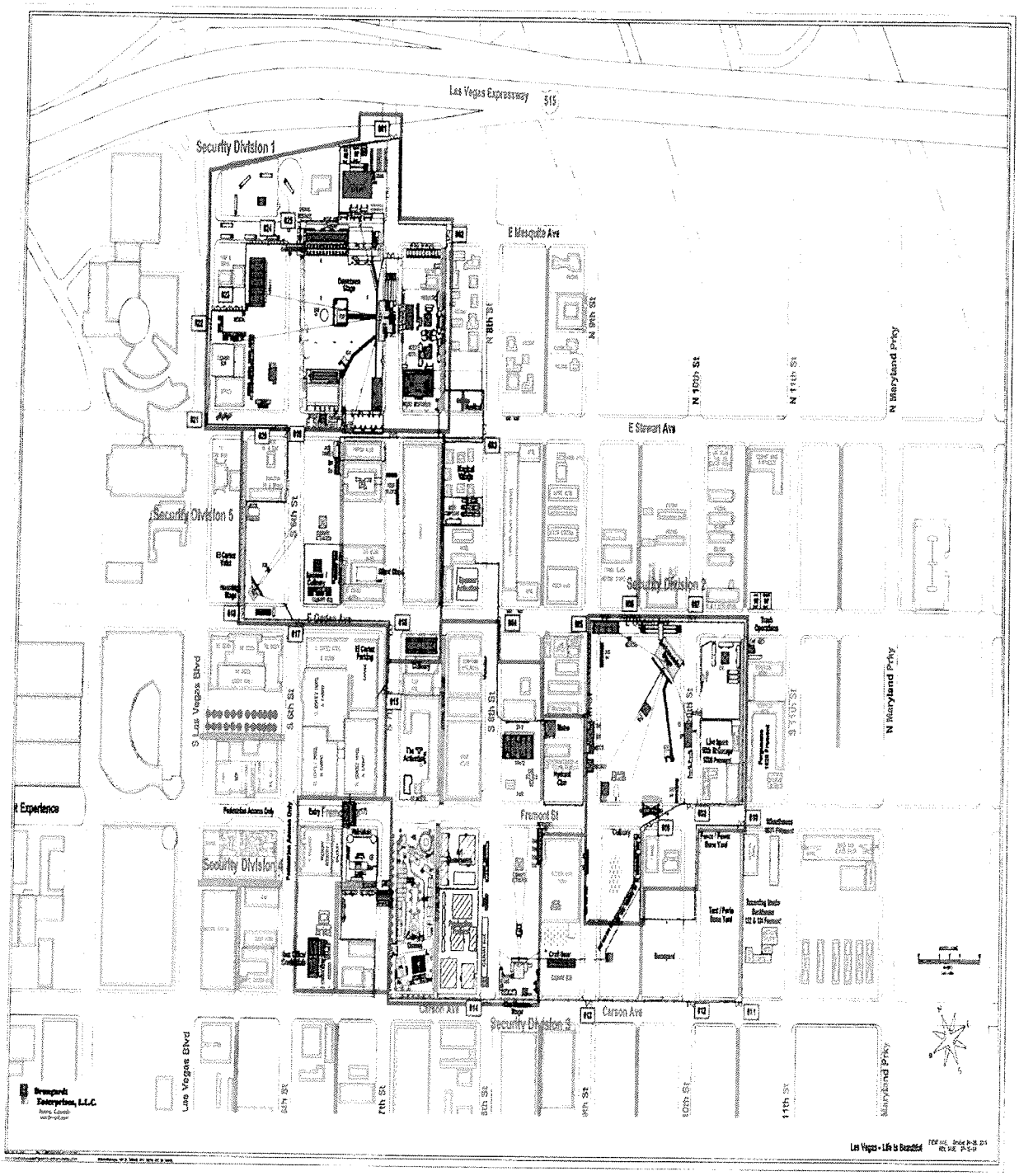


EXHIBIT "D"

CONDITIONS PRECEDENT TO SPECIAL EVENT LICENSING AGREEMENT

A. **Air Quality**. In compliance with Clark County Department of Air Quality Rules and Regulations, Licensee shall make all reasonable efforts to prevent and contain fugitive dust from becoming airborne from use of any unpaved portion of the Site. It is anticipated that the Licensee may be required to use a dust suppressant material on the Site in order to suppress or to mitigate PM-10, dust, or other airborne contaminants. This includes, but is not limited to, watering down all unpaved portions of the Site before and after use. Licensee shall be solely responsible for all fees, fines and cures associated with meeting applicable rules and regulations of Clark County Department of Air Quality. Licensee shall install a permanent dust suppressant, acceptable to Licensor, on the Site upon completion of the event.

B. **Environmental**. Licensee will need to submit and execute a Storm Water Pollution Prevention Plan (SWPPP) with the City's Environmental Officer no later than October 16, 2014 as required by Section 33 of this Agreement.

C. **Right-of-Way Permits**. Licensee shall obtain any and all Public Right-of-Way Event permits by the City of Las Vegas Public Works Department. Permits and accompanying traffic control/barricade plan(s); a Traffic Control Plan showing means of ingress and egress; means of group transit (buses) to and from the Site; and limitations on public access to the public Right-of-way. Licensee shall exercise due diligence in ensuring minimal impact to the public Right-of-way. Licensee shall be solely responsible for all fees associated with processing the Right-of-way permit application. Licensee will be responsible for all costs associated with the traffic control/barricade plan, however such costs have been waived by the City pursuant to Section 2 of the Agreement.

D. **Temporary Tents**. Licensee shall obtain any and all approvals from City of Las Vegas Fire and Rescue and the Operations and Maintenance Department for erection of temporary tents in compliance with the applicable Fire Code and any requirements of the Operations and Maintenance Department.

E. **Building Permit**. Licensee shall obtain a building permit for Temporary Electrical Power Distribution Systems. Building and Safety may also require a master exiting plan, occupancy loads on each entrance/exit, a site plan depicting accessible means of ingress and egress, location and number of handicapped parking spaces, and number of temporary male and female lavatories. Licensee shall be solely responsible for all fees associated with processing the Building Permit application, however, such fees have been waived by the City pursuant to Section 2 of the Agreement.

F. **Business Licenses**. Licensee shall obtain a Special Event Liquor License and a Temporary Business License from the Business Services Division, Department of Planning and Development. Licensee shall be required to obtain a Temporary Business License for any and all concessions on the Site. Licensee shall also submit related licenses required for any and all activities to occur on the Site. Licensee shall be solely responsible for all fees associated with processing the application, however, such fees have been waived by the City pursuant to Section 2 of the Agreement. Licensor shall not withhold unreasonably the approval of said application.

G. **Liability Insurance**. Licensee has complied with all the insurance requirements of Section 5 of this Agreement.

H. **Parking and Security Plan**. Licensee has provided the parking plan and security plan to Licensor by Section 11 of this Agreement.

EXHIBIT "E"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. **Policy**

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. **Instructions**

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. **Incorporation**

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity		**Block 2** Description **Subject Matter of Contract/Agreement**
Name	Life is Beautiful LLC	
Address	520 Fremont St. Suite 206 Las Vegas NV 89101	
Telephone	702-635-8005	

EIN or DUNS	Contract No.
46-106674	

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

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.	Aurelian Marketing Group, LLC	1208 Park Cir. LV, NV 89102	609-317-0779
2.	LIB Investments LLC	3540 W. Sahara E6-353 LV NV 89102	
3.	Life is Beautiful Holdings, LLC	1301 S 6th St LV NV 89104	702-759-9469
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 **DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

Name

9/2/14

Date

Subscribed and sworn to before me this 2nd day of Sept. 2014

Notary Public

DARLENE A. NEPP-ROCKWOOD
Notary Public, State of Nevada
Appointment No. 96-2068-1
My Appt. Expires February 22, 2017

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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

SUBJECT:
For possible action to approve a sewer connection agreement and interlocal contract with Clark County Water Reclamation District for sewer services with Todd Jerome Weldy and Brittni M. Weldy, owners (620 Whispering Sands Drive, APN 125-14-105-017) - near Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This request is for a sewer connection to connect 1 single family dwelling. Public Sewer is available in both Whispering Sands Drive and Sisk Road. The owner proposes to construct a 4-inch diameter private sewer lateral to either Whispering Sands Drive or Sisk Road adjacent to the property to a depth and location acceptable to the City of Las Vegas Collection System Planning. The Planning Department has determined the project does conform to the City's general plan for the area. The applicant has signed a "Sewer Connection Agreement" and a "Petition for Annexation" agreement. The property is not currently eligible for annexation and will be permitted in Clark County.

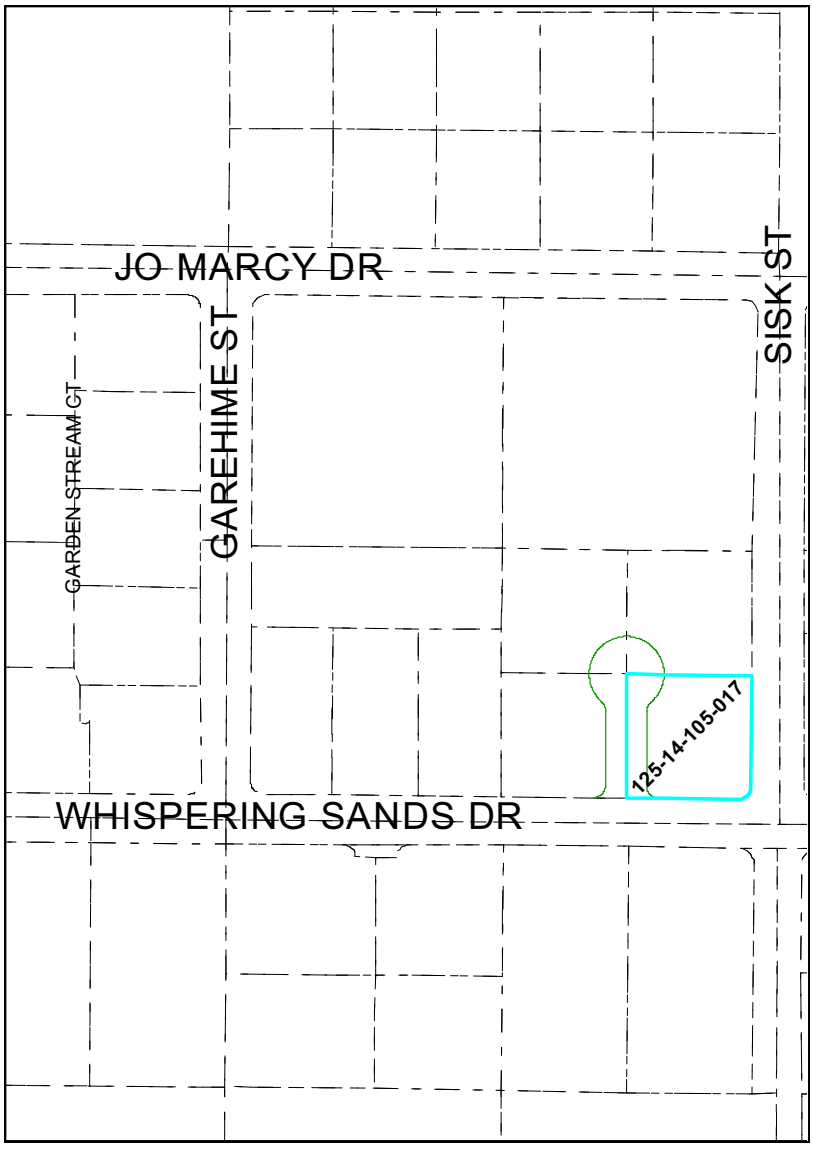
RECOMMENDATION:
Building & Safety in conjunction with Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:
Location Map

City of Las Vegas

LOCATION MAP

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: BUILDING AND SAFETY
ITEM DESCRIPTION: APPROVAL OF A SEWER CONNECTION AGREEMENT AND INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT FOR SEWER SERVICES WITH TODD JEROME WELDY AND BRITTNI M. WELDY, OWNERS (6520 WHISPERING SANDS DRIVE, APN 125-14-105-017)



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: OFFICE OF COMMUNITY SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a combined allocation of $80,000 in Home Investment Partnership Program (HOME) and Low Income Housing Trust Fund (LIHTF) funds to the Affordable Housing Program, Inc. (AHP) for construction purposes to extend the height of the perimeter wall surrounding the Rulon Earl Mobile Home Park located at 3901 East Stewart Avenue - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $80,000
Funding Source: Home Investment Partnership Program (HOME) and Low Income Housing Trust Fund (LIHTF)
Dept./Division: Office of Community Services

PURPOSE/BACKGROUND:
The Rulon Earl Mobile Home Park has recently added 51 new energy efficient units with an existing wall around some of the new units that only 4 feet tall and provides very little protection and privacy for the new senior residents. There is a State public right of way easement with a pedestrian trail on the other side of the wall. The senior residents have reported several incidents of vandalism and theft which appeared to have been committed by someone jumping over the existing wall. This funding will be used to extend the height of the perimeter wall to eight (8) feet, thereby increasing the safety and security of the residents. Staff will complete the HUD-required Environmental Review. No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification by staff.

RECOMMENDATION:
Staff recommends that the City Council approve the allocation of HOME and LIHTF funding for the improvement of affordable housing and authorizes the Mayor to sign all related agreements after approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Letter from Southern Nevada Regional Housing Authority

August 19, 2014

Ms. Earlie King
Neighborhood Development Division
City Hall, Sixth Floor, 495 S. Main Street
Las Vegas, NV 89101

RE: Rulon Earl Phase 2 – ADDITIONAL HOME FUND REVISED REQUEST

Dear Ms. King

As we discussed, please consider this our revised formal request for additional HOME funds for the above referenced project in the amount of $ 80,000.25 to address the fencing issue at Rulon Earl. Attached for your review is a detailed breakdown of the cost to extend the fencing along the west portion of the park where a safety/hazard threat is posed because of the corridor along the freeway. There has been vandalism to the property (stealing copper, breaking water lines to shower, etc..) as well as theft issues reported regularly by the senior population whom lives in this park.

We believe raising the height of the existing fence to the maximum allowable by the city, will provide more security to the park.

The Southern Nevada Regional Housing Authority has a current budget shortfall of approximately 2.5 million dollars. To address this budget issue, all of the authority is currently on furloughs 2 days a month. Because of our shortfall issues, we do not have the funds to address this issue, and would greatly appreciate any assistance the City could give us.

Once you have reviewed, should you have any questions, comments, or need additional information, please let us know.

Sincerely,

Shannon Gammie, ARM, COS, BOS
Director, Affordable Housing
Southern Nevada Regional Housing Authority
(702) 922-6026- Direct Line
sgammie@snvrha.org

CC: John Hill- Executive Director

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Bid No. 14.46802-JH, Sewer Rehabilitation Group B located on Oakey Boulevard, Grand Central Parkway, Bonneville Avenue, Clark Avenue, Bridger Avenue, Carson Avenue, Fourth Street, Las Vegas Boulevard, Seventh Street, Nineteenth Street, Cedar Avenue, Mojave Road, Pecos Road and Desert Pines Golf Course and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($3,286,000 - Sanitation Enterprise Fund) - Wards 3 and 5 (Coffin and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,286,000
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project includes odor control, bypass pumping, traffic control, CIPP rehabilitation of existing sanitary sewers, rehabilitation of sanitary sewer manholes and reconstruction of existing sanitary sewer manholes, 16 sanitary sewer pipe spot repairs of various materials with pipe diameters ranging from 10 to 30 inches, application of corrosion protecting coating to approximately 53 manholes, removal and replacement of two manhole risers, removal and replacement of 2 sluice gates and adjustment of 5 manholes to grade. Las Vegas Paving Corporation is located in Las Vegas, Nevada.

PCC: J. Hill POC: Jake Marshall - (702) 251-5800

RECOMMENDATION:
That City Council approve award of Bid No. 14.46802-JH, Sewer Rehabilitation Group B to Las Vegas Paving Corporation in the amount of $3,286,000 and approve the construction conflicts and contingency reserve of $328,600. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

BID ABSTRACT

14.46802-JH
Sewer Rehabilitation Group B

				Las Vegas Paving Corp.		Insituform Technologies, LLC	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	OWNER INITIATED TIME EXTENSION ALLOWANCE	DAY	30	$500.00	$15,000.00	$500.00	$15,000.00
109.02	OWNER INITIATED TIME EXTENSION AMOUNT IN ADDITION TO ALLOWANCE	DAY	30	$250.00	$7,500.00	$500.00	$15,000.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$179,000.00	$179,000.00	$179,000.00	$179,000.00
502.01	DIVERSION STRUCTURE MODIFICATION	LS	1	$57,000.00	$57,000.00	$43,654.00	$43,654.00
622.01	CONSTRUCTION SURVEYING	LS	1	$20,000.00	$20,000.00	$0.00	$0.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$82,000.00	$82,000.00	$77,896.00	$77,896.00
625.01	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	730	$75.00	$54,750.00	$193.00	$140,890.00
625.02	ARROW DISPLAY	DAY	730	$30.00	$21,900.00	$52.00	$37,960.00
630.01	REMOVE 10-INCH VCP SANITARY SEWER PIPE AND REPLACE WITH 10-INCH PVC SANITARY SEWER PIPE ("OB" 19+95)	EA	1	$8,600.00	$8,600.00	$17,161.00	$17,161.00
630.02	REMOVE 10-INCH VCP SANITARY SEWER PIPE AND REPLACE WITH 10-INCH PVC SANITARY SEWER PIPE ("OB" 20+06)	EA	1	$22,000.00	$22,000.00	$26,815.00	$26,815.00
630.03	REMOVE 10-INCH VCP SANITARY SEWER PIPE AND REPLACE WITH 10-INCH PVC SANITARY SEWER PIPE ("OB" 25+88)	EA	1	$9,000.00	$9,000.00	$17,161.00	$17,161.00
630.04	REMOVE 10-INCH VCP SANITARY SEWER PIPE AND REPLACE WITH 10-INCH PVC SANITARY SEWER PIPE ("OB" 93+68)	EA	1	$18,500.00	$18,500.00	$17,161.00	$17,161.00
630.05	REMOVE 15-INCH VCP SANITARY SEWER PIPE AND REPLACE WITH 15-INCH PVC SANITARY SEWER PIPE ("OB" 118+25)	EA	1	$27,500.00	$27,500.00	$15,016.00	$15,016.00
630.06	REMOVE 21-INCH HDP SANITARY SEWER PIPE AND REPLACE WITH 21-INCH PVC SANITARY SEWER PIPE ("GCP" 143+88)	EA	1	$30,000.00	$30,000.00	$30,033.00	$30,033.00
630.07	REMOVE 21-INCH HDP SANITARY SEWER PIPE AND REPLACE WITH 21-INCH PVC SANITARY SEWER PIPE ("GCP" 144+69)	EA	1	$15,000.00	$15,000.00	$17,161.00	$17,161.00
630.08	REMOVE 20-INCH DIP SANITARY SEWER PIPE AND REPLACE WITH 20-INCH DIP SANITARY SEWER PIPE ("GCP" 183+09)	EA	1	$12,500.00	$12,500.00	$19,307.00	$19,307.00
630.09	REMOVE 15-INCH VCP SANITARY SEWER PIPE AND REPLACE WITH 15-INCH PVC SANITARY SEWER PIPE ("CK" 413+95)	EA	1	$27,000.00	$27,000.00	$19,307.00	$19,307.00
630.10	REMOVE 15-INCH VCP SANITARY SEWER PIPE AND REPLACE WITH 15-INCH PVC SANITARY SEWER PIPE ("FS" 449+50)	EA	1	$27,000.00	$27,000.00	$16,089.00	$16,089.00
630.11	REMOVE 15-INCH VCP SANITARY SEWER PIPE AND REPLACE WITH 15-INCH PVC SANITARY SEWER PIPE ("AW-2" 544+60)	EA	1	$20,000.00	$20,000.00	$24,670.00	$24,670.00
630.12	REMOVE 15-INCH VCP SANITARY SEWER PIPE AND REPLACE WITH 15-INCH PVC SANITARY SEWER PIPE ("AW-2" 548+90)	EA	1	$12,500.00	$12,500.00	$17,161.00	$17,161.00
630.13	REMOVE 30-INCH HDP SANITARY SEWER PIPE AND REPLACE WITH 30-INCH PVC SANITARY SEWER PIPE ("19TH" 790+05)	EA	1	$16,000.00	$16,000.00	$23,597.00	$23,597.00

				Las Vegas Paving Corp.		Insituform Technologies, LLC	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
630.14	REMOVE 12-INCH VCP SANITARY SEWER PIPE AND REPLACE WITH 12-INCH PVC SANITARY SEWER PIPE ("CA" 667+95)	EA	1	$10,500.00	$10,500.00	$17,161.00	$17,161.00
630.15	REMOVE 12-INCH VCP SANITARY SEWER PIPE AND REPLACE WITH 12-INCH PVC SANITARY SEWER PIPE ("CA" 669+80)	EA	1	$13,500.00	$13,500.00	$17,161.00	$17,161.00
630.16	REMOVE 12-INCH VCP SANITARY SEWER PIPE AND REPLACE WITH 12-INCH PVC SANITARY SEWER PIPE ("CA" 678+95)	EA	1	$28,000.00	$28,000.00	$17,161.00	$17,161.00
630.17	REMOVE AND REPLACE MANHOLE RISER	EA	2	$13,500.00	$27,000.00	$8,581.00	$17,162.00
630.18	REMOVE INTRUDING LATERAL	EA	33	$450.00	$14,850.00	$408.00	$13,464.00
630.19	GROUT INJECT SANITARY SEWER	EA	5	$2,700.00	$13,500.00	$4,194.00	$20,970.00
630.20	REMOVE BRICK MANHOLE AND REPLACE WITH 60-INCH SANITARY SEWER MANHOLE	EA	1	$16,000.00	$16,000.00	$27,351.00	$27,351.00
630.21	ADJUST SANITARY SEWER MANHOLE TO FINISH GRADE	EA	5	$800.00	$4,000.00	$536.00	$2,680.00
637.01	DUST CONTROL	LS	1	$13,000.00	$13,000.00	$16,893.00	$16,893.00
637.02	NPDES DISCHARGE PERMIT	LS	1	$3,200.00	$3,200.00	$2,682.00	$2,682.00
690.01	8-INCH DIAMETER CURED-IN-PLACE PIPE LINER	LF	200	$155.00	$31,000.00	$39.00	$7,800.00
690.02	10-INCH DIAMETER CURED-IN-PLACE PIPE LINER	LF	6,650	$70.00	$465,500.00	$46.00	$305,900.00
690.03	12-INCH DIAMETER CURED-IN-PLACE PIPE LINER	LF	2,505	$68.00	$170,340.00	$41.00	$102,705.00
690.04	15-INCH DIAMETER CURED-IN-PLACE PIPE LINER	LF	8,525	$120.00	$1,023,000.00	$112.00	$954,800.00
690.05	18-INCH DIAMETER CURED-IN-PLACE PIPE LINER	LF	87	$500.00	$43,500.00	$143.00	$12,441.00
690.06	20-INCH DIAMETER CURED-IN-PLACE PIPE LINER	LF	1,197	$97.00	$116,109.00	$76.00	$90,972.00
690.07	21-INCH DIAMETER CURED-IN-PLACE PIPE LINER	LF	580	$138.00	$80,040.00	$90.00	$52,200.00
690.08	30-INCH DIAMETER CURED-IN-PLACE PIPE LINER	LF	420	$165.00	$69,300.00	$132.00	$55,440.00
691.01	COAT EXISTING 24-INCH DIAMETER MANHOLE (<5 FOOT DEPTH)	EA	5	$2,000.00	$10,000.00	$1,770.00	$8,850.00
691.02	COAT EXISTING 24-INCH DIAMETER MANHOLE (5 FOOT TO 10 FOOT DEPTH)	EA	1	$3,000.00	$3,000.00	$2,682.00	$2,682.00
691.03	COAT EXISTING 40-INCH DIAMETER MANHOLE (5 FOOT TO 10 FOOT DEPTH)	EA	2	$3,000.00	$6,000.00	$2,735.00	$5,470.00
691.04	COAT EXISTING 43-INCH DIAMETER MANHOLE (5 FOOT TO 10 FOOT DEPTH)	EA	1	$3,000.00	$3,000.00	$2,778.00	$2,778.00
691.05	COAT EXISTING 45-INCH DIAMETER MANHOLE (5 FOOT TO 10 FOOT DEPTH)	EA	1	$3,500.00	$3,500.00	$3,486.00	$3,486.00
691.06	COAT EXISTING 45-INCH DIAMETER MANHOLE (10 FOOT TO 15 FOOT DEPTH)	EA	1	$4,000.00	$4,000.00	$3,754.00	$3,754.00

				Las Vegas Paving Corp.		Insituform Technologies, LLC	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
691.07	COAT EXISTING 48-INCH DIAMETER MANHOLE (<5 FOOT DEPTH)	EA	1	$2,000.00	$2,000.00	$1,931.00	$1,931.00
691.08	COAT EXISTING 48-INCH DIAMETER MANHOLE (5 FOOT TO 10 FOOT DEPTH)	EA	9	$3,000.00	$27,000.00	$2,896.00	$26,064.00
691.09	COAT EXISTING 48-INCH DIAMETER MANHOLE (10 FOOT TO 15 FOOT DEPTH)	EA	1	$6,000.00	$6,000.00	$6,328.00	$6,328.00
691.10	COAT EXISTING 60-INCH DIAMETER MANHOLE (5 FOOT TO 10 FOOT DEPTH)	EA	1	$4,000.00	$4,000.00	$3,861.00	$3,861.00
691.11	COAT EXISTING 60-INCH DIAMETER MANHOLE (10 FOOT TO 15 FOOT DEPTH)	EA	21	$5,700.00	$119,700.00	$5,256.00	$110,376.00
691.12	COAT EXISTING 60-INCH DIAMETER MANHOLE (15 FOOT TO 20 FOOT DEPTH)	EA	9	$6,700.00	$60,300.00	$6,757.00	$60,813.00
695.01	DIVERSION OF SEWAGE FLOW	LS	1	$212,411.00	$212,411.00	$1,135,046.00	$1,135,046.00
	Total Base Bid Amount				**$3,286,000.00**		**$3,876,421.00**
	% Greater than Lowest Responsive & Responsible Bidder					**15%**	
	Certificate of Eligibility Submitted			**Yes**		**No**	
	Bidder's Preference Received			**No**		**No**	
	Responsive Bidder			**Yes**			
	Responsible Bidder			**Yes**			
	Engineer's Estimate: $3,768,675						

TO: Dept. Mngr. or Designee Please review and approve recommended award to

Las Vegas Paving Corp. in the amount of $3,286,000.00

Purchasing & Contracts Representative — Date: 8/21/14

Quality Assurance Administrator — Date: 8/21/14

Using Department Authorized Signature — Date: 8/25/14

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of First Amendment to Agreement No. 130028-TF, Prime Design Services Agreement for Westside School Historical Rehabilitation located at 333 West Washington Avenue - Department of Public Works - Award recommended to: KME ARCHITECTS ($75,269 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $75,269
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On September 5, 2012 the subject agreement was awarded by City Council for architectural design services for the historical rehabilitation of the school and annex. This amendment provides for additional analysis, phasing design and cost estimating due to construction limitations and to accelerate the final phases of the design by 90 days due to schedule constraints. KME Architects is located in Las Vegas, Nevada.

PCC: T. Fernandez
POC: Kelvin Haywood - (702) 888-2088

RECOMMENDATION:
That City Council approve award of First Amendment to Agreement No. 130028-TF, Prime Design Services Agreement for Westside School Historical Rehabilitation to KME Architects in the amount of 75,269, bringing the total Agreement amount to $535,699. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. First Amendment to Agreement No. 130028-TF
2. Certificate - Disclosure of Ownership/Principals

FIRST AMENDMENT

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, _____, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and KME Architects, a Limited Liability Company (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Contract dated September 5, 2012, (herein the "Contract"), retaining the services of the Consultant for Architectural Servcies more fully described therein in connection with the improvements for the project Westside School Historic Rehabilitation (herein "Project") and,

WHEREAS, since entering into the Contract, the City desires to modify the services of the Consultant to include additional alternative analysis, phasing design and cost estimating due to potential construction funding limitations and to accelerate 70-90% and 90-100% design by 90 days due to schedule constraints related to the addition of New Market Tax Credit funding.

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

1. Exhibit "A" Scope Of Services change as noted above

2. Exhibit "B" Required Submittals no change

3. Exhibit "C" Performance Schedule change as noted above with and August 2014 Building Permit submittal.

4. Exhibit "D" Fee Breakdown is hereby amended to increase the total compensation of the entire Contract referenced herein by $75,269, from $460,430 to $535,699.

5. Exhibit "E" Additional Compensation no change

6. Exhibit "F" Key Personnel List no change

7. Exhibit "G" Disclosure of Ownership/Principals no change

8. All other provisions of the Contract remain in force and effect.

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

CITY OF LAS VEGAS

By: _____
Yolanda Jones, Manager
Purchasing and Contracts
"CITY"

KME Architects, LLC

By: _____
Kelvin D Haywood, President
"CONSULTANT"

ATTEST:

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 8/21/14
Deputy City Attorney Date

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.	Kelvin Haywood/President	6765 W Russell Road	702 888 2088
2.	Melvin Green/ Principle	6765 W Russell Road	702 888 2088
3.	Emanuele Arguelles/Principle	6765 W Russell Road	702 888 2088
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.

Kelvin Haywood
Name

26 AUG 14
Date

Subscribed and sworn to before me this 26th day of August, 2014

Loree B Piper
Notary Public

LOREE B. PIPER
Notary Public, State of Nevada
No: 91-0968-1
My appt exp. Mar. 28, 2017

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"*Principal"* means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	**Block 2 Description** **Subject Matter of Contract/Agreement**
Name **KME Architects**	**Services for the Westside School Historic Rehabilitation**
Address **6765 W Russell road**	
Telephone **702 888 2088**	
EIN or DUNS **27-0763475**	**RFP#**

Block 3 Type of Business

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Bid No. 14.46656-TB, Sewer Rehabilitation Group F, located on Rancho Drive between Craig Road and Decatur Boulevard, Craig Road between Buffalo Drive and Rancho Drive, Alexander Road between Cimarron Road and Rancho Drive, Smoke Ranch Road between Jones Boulevard and Decatur Boulevard, and Decatur Boulevard between Rancho Drive and Lake Mead Parkway and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($6,985,000 - Sanitation Enterprise Fund) - Wards 4 and 5 (Anthony and Barlow)

Fiscal Impact

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

Amount: $6,985,000
Funding Source: Sanitation Enterprise Fund
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project consists of sawcutting and removal of existing asphalt pavement, removal of existing sanitary sewer and appurtenances, installation of sanitary sewer and appurtenances, Cured-in Place Pipe (CIPP) and CIPP liner, mechanical point repair, applying corrosion protective coating to existing sanitary sewer manholes, replacing components of existing manholes, raising manholes to grade, by-pass sewer diversion, odor control, replacement of asphalt pavement, striping, and traffic control. Las Vegas Paving Corporation is located in Las Vegas, Nevada.

PCC: T. Boyce POC: Jake Marshall - (702) 251-5800

RECOMMENDATION:
That City Council approve award of Bid No. 14.46656-TB, Sewer Rehabilitation Group F to Las Vegas Paving Corporation in the amount of $6,985,000 and approve the construction conflicts and contingency reserve of $698,500. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

BID ABSTRACT

14.46656-TB
Sewer Rehabilitation Group F

ITEM NO.	DESCRIPTION	U O M	QTY	Las Vegas Paving Corporation		Harber Company Inc DBA Mountain Cascade of Nevada	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	OWNER INITIATED TIME EXTENSION ALLOWANCE	DAY	15	$500.00	$7,500.00	$500.00	$7,500.00
109.02	OWNER INITIATED TIME EXTENSION AMOUNT IN ADDITION TO ALLOWANCE	DAY	15	$250.00	$3,750.00	$500.00	$7,500.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$293,000.00	$293,000.00	$293,000.00	$293,000.00
202.01	REMOVAL OF EXISTING SANITARY SEWER MANHOLE	EA	22	$2,100.00	$46,200.00	$7,000.00	$154,000.00
202.02	REMOVAL OF EXISTING SANITARY SEWER PIPE	LF	140	$30.00	$4,200.00	$20.00	$2,800.00
208.01	PERMANENT PATCH	SY	30,155	$43.00	$1,296,665.00	$47.00	$1,417,285.00
622.01	CONSTRUCTION SURVEYING	LS	1	$45,000.00	$45,000.00	$40,000.00	$40,000.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$265,000.00	$265,000.00	$230,000.00	$230,000.00
628.01	4-INCH SOLID WHITE LINE (LPM)	LF	1,700	$2.00	$3,400.00	$3.00	$5,100.00
628.02	TYPE 2 FILM FOR CROSSWALKS AND STOP BARS	SF	1,360	$5.00	$6,800.00	$6.00	$8,160.00
629.01	MISCELLANEOUS LVVWD REQUIRED FIELD ADJUSTMENTS	FA	1	$10,000.00	$10,000.00	$10,000.00	$10,000.00
630.01	8-INCH PVC SANITARY SEWER PIPE	LF	690	$150.00	$103,500.00	$290.00	$200,100.00
630.02	10-INCH PVC SANITARY SEWER PIPE	LF	50	$235.00	$11,750.00	$300.00	$15,000.00
630.03	15-INCH PVC SANITARY SEWER PIPE	LF	3,700	$180.00	$666,000.00	$185.00	$684,500.00
630.04	24-INCH PVC SANITARY SEWER PIPE	LF	6,915	$235.00	$1,625,025.00	$247.00	$1,708,005.00
630.05	48-INCH SANITARY SEWER MANHOLE	EA	4	$5,400.00	$21,600.00	$8,500.00	$34,000.00
630.06	60-INCH SANITARY SEWER MANHOLE	EA	15	$11,200.00	$168,000.00	$16,000.00	$240,000.00
630.07	72-INCH SANITARY SEWER MANHOLE	EA	23	$15,500.00	$356,500.00	$20,000.00	$460,000.00
630.08	8-INCH SANITARY SEWER PIPE ABANDONMENT	LF	340	$11.00	$3,740.00	$6.00	$2,040.00
630.09	15-INCH SANITARY SEWER PIPE ABANDONMENT	LF	3,625	$13.00	$47,125.00	$15.00	$54,375.00
630.10	18-INCH SANITARY SEWER PIPE ABANDONMENT	LF	1,250	$19.00	$23,750.00	$18.00	$22,500.00
630.11	21-INCH SANITARY SEWER PIPE ABANDONMENT	LF	2,075	$20.00	$41,500.00	$20.00	$41,500.00
630.12	24-INCH SANITARY SEWER PIPE ABANDONMENT	LF	3,565	$21.00	$74,865.00	$24.00	$85,560.00
630.13	48-INCH SANITARY SEWER MANHOLE ABANDONMENT	EA	9	$1,600.00	$14,400.00	$2,900.00	$26,100.00
630.14	60-INCH SANITARY SEWER MANHOLE ABANDONMENT	EA	13	$1,700.00	$22,100.00	$3,050.00	$39,650.00
630.15	SANITARY SEWER LATERAL RECONNECTION	EA	13	$6,000.00	$78,000.00	$2,800.00	$36,400.00
630.16	ADJUST EXISTING MANHOLE TO GRADE	EA	6	$800.00	$4,800.00	$850.00	$5,100.00
630.17	MECHANICAL POINT REPAIR	EA	2	$18,000.00	$36,000.00	$50,000.00	$100,000.00
633.01	REFLECTIVE RAISED PAVEMENT MARKERS	EA	500	$3.00	$1,500.00	$3.00	$1,500.00
633.02	NON-REFLECTIVE RAISED PAVEMENT MARKERS	EA	1,500	$2.50	$3,750.00	$2.50	$3,750.00
633.03	BLUE REFLECTIVE RAISED FIRE HYDRANT ID PAVEMENT MARKERS	EA	11	$6.00	$66.00	$10.00	$110.00
637.01	DUST CONTROL	LS	1	$92,000.00	$92,000.00	$10,000.00	$10,000.00
637.02	NPDES DISCHARGE PERMIT	LS	1	$5,000.00	$5,000.00	$1,500.00	$1,500.00
690.01	12-INCH CURED-IN-PLACE PIPE LINER	LF	1,394	$86.00	$119,884.00	$70.00	$97,580.00
690.02	15-INCH CURED-IN-PLACE PIPE LINER	LF	2,644	$112.00	$296,128.00	$90.00	$237,960.00
690.03	24-INCH CURED-IN-PLACE PIPE LINER	LF	723	$140.00	$101,220.00	$120.00	$86,760.00
690.04	30-INCH CURED-IN-PLACE PIPE LINER	LF	422	$225.00	$94,950.00	$160.00	$67,520.00
690.05	12-INCH CURED-IN-PLACE SECTIONAL PIPE LINER	LF	4	$1,600.00	$6,400.00	$1,500.00	$6,000.00
690.06	15-INCH CURED-IN-PLACE SECTIONAL PIPE LINER	LF	20	$1,600.00	$32,000.00	$1,800.00	$36,000.00
691.01	COATING EXISTING 48-INCH MANHOLE (≥5 DEPTH AND <10 DEPTH)	EA	13	$3,300.00	$42,900.00	$5,200.00	$67,600.00
691.02	COATING EXISTING 48-INCH MANHOLE (≥10 DEPTH AND <15 DEPTH)	EA	27	$5,100.00	$137,700.00	$7,000.00	$189,000.00
691.03	COATING EXISTING 48-INCH MANHOLE (≥15 DEPTH AND <20 DEPTH)	EA	4	$6,100.00	$24,400.00	$9,000.00	$36,000.00
691.04	COATING EXISTING 48-INCH MANHOLE (≥20 DEPTH AND <30 DEPTH)	EA	2	$12,550.00	$25,100.00	$6,000.00	$12,000.00
691.05	COATING EXISTING 60 INCH MANHOLE (≥5 DEPTH AND <10 DEPTH)	EA	13	$4,360.00	$56,680.00	$15,000.00	$195,000.00
691.06	COATING EXISTING 60-INCH MANHOLE (≥10 DEPTH AND <15 DEPTH)	EA	22	$5,450.00	$119,900.00	$15,500.00	$341,000.00
691.07	COATING EXISTING 60-INCH MANHOLE (≥15 DEPTH AND <30 DEPTH)	EA	4	$11,800.00	$47,200.00	$16,000.00	$64,000.00
691.08	COATING EXISTING 72-INCH MANHOLE (≥10 DEPTH AND <15 DEPTH)	EA	1	$8,500.00	$8,500.00	$10,000.00	$10,000.00
695.01	DIVERSION OF SEWAGE FLOW	LS	1	$489,552.00	$489,552.00	$600,000.00	$600,000.00
	Total Base Bid Amount				**$6,985,000.00**		**$7,993,455.00**
	% Greater than Lowest Responsive & Responsible Bidder						
	Certificate of Eligibility Submitted			**Yes**		CLICK TO SELECT	
	Bidder's Preference Received			**No**		CLICK TO SELECT	
	Responsive Bidder			**Yes**			
	Responsible Bidder			**Yes**			
	Engineer's Estimate: $6,145,810.00						

ITEM NO.	DESCRIPTION	U O M	QTY	Las Vegas Paving Corporation		Harber Company Inc DBA Mountain Cascade of Nevada	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE

TO: David Bowers Please review and approve recommended award to

Las Vegas Paving Corporation in the amount of $ 6,985,000.00

Purchasing & Contracts Representative — Date 8/27/2014

Quality Assurance Administrator — Date 8/27/14

Using Department Authorized Signature — Date 8/19/14

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 3, 2014

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Contract No. 150015-TF, Consultant Services for the City Hall Space Utilization Project located at 495 South Main Street - Department of Public Works - Award recommended to: STEINMANN FACILITY DEVELOPMENT CONSULTANTS ($72,500 - City Facilities Capital Projects Fund) - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $72,500
Funding Source: City Facilities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
Consultant services for this agreement include workspace analysis, preparation of a space planning program and space allocation recommendations for City staff located at City Hall. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Steinmann Facility Development Consultants is located in Kings Beach, California.

PCC: T. Fernandez
POC: Jim Steinmann - (530) 546-4429

RECOMMENDATION:
That City Council approve award of Contract No. 150015-TF, Consultant Services for the City Hall Space Utilization Project to Steinmann Facility Development Consultants in the amount of $72,500. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 150015-TF
2. Certificate - Disclosure of Ownership/Principals

CONTRACT FOR CONSULTANT SERVICES FOR THE CITY HALL SPACE UTILIZATION PROJECT

THIS CONTRACT is being entered into this _____ day of _____, 2014, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and Steinmann Facility Development Consultants, (a corporation organized and existing under the laws of the State of California), (hereinafter the "Company") having its principal office located at 9702 North Lake Boulevard, Kings Beach, CA 96143.

SECTION A – Subject of Contract

The subject matter of this Contract is the City Hall Space Utilization Project.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

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

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

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

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

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

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

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

(h) *"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.

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

B-2 Contract Type

The Contract type is firm fixed price. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) The City will pay the Company the following amounts, which shall include all incidental expenses:

Description	Amount
50% completion of analysis as agreed by City Project Manager & Company	$30,000
100% completion of analysis	$30,000
Total:	**$60,000**

(b) Additional Services

The hourly rate of $180 per hour for Company Representative as identified in Section D-2 (b) are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

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

2. Additional Services are services provided in the interests of the Project that are not set forth in Exhibit "A" (Scope of Services).

3. The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth below, in accordance with the consultant hourly rate. Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

4. Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed by the Contract Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Contract.

ADDITIONAL SERVICES ALLOWANCE

Additional Services include Reimbursable Travel Expenses and one additional on-site meeting, if requested in writing by City Project Manager	
TOTAL NOT-TO-EXCEED COST	**$12,500**

(b) Payment. The Company will invoice the City as follows: Upon 50% completion of the analysis and the remainder upon completion of the project as agreed by City Project Manager and Company to include submittal and acceptance of Final Report.

(c) Reimbursable Travel Expenses. If travel is required in performance of services under this Contract, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, transportation, rental cars, parking, and incidental expenses, will be paid at a per diem rate of $163 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.

B-4 Invoices [CAO-5/2/12]

(a) The Company shall submit an invoice to the City in accordance with Section B-3 (b) Payment. 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; and
(iv) performance dates covered.

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:

ATTN: Accounts Payable
Department of Finance
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101 – 2986

(b) The Company shall forward a copy of the invoice to the City's Project Manager identified in Section D-2 (Project Manager/Company Representative) with the following items:

(i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and
(ii) copy of the applicable Deliverable associated with the invoice

B-5 Performance Period/Delivery Schedule/Meetings

(a) The performance period commences from Award Date and continues through the completion of services provided, anticipated to be no later than one year from award date, unless extended through mutual agreement by both parties.

(b) Delivery Schedule. The Company will provide services in accordance with the following delivery schedule attached hereto as Exhibit _D – Space Utilization Study Schedule.

(c) On-Site Meetings. The Company will conduct five on-site meetings in Las Vegas as follows:

1. Kickoff meeting with City Management: This meeting will involve City Manager and Deputy City Managers to review project goals and conduct initial interviews with Departments.
2. City Staff Review of Requirements These meetings will take place over a three to four day period to interview designated City Staff regarding space needs.
3. Data review and program draft: These meetings will take place over a two to three day period with City Project Manager and designated City management of workgroups to review data, plans, and drawing to begin drafting Space Requirements Program.
4. 70% review: This meeting will be with City Project Manager and designated City management to provide a preliminary assessment.
5. Initial space assignment review. These meetings will take place with the City Project Manager and designated City management.

Additional Meetings

1. 90% Review. This meeting shall be a final review of space assignments that will be facilitated by City Project Manager, and Company representative will be available by phone.

SECTION C – Statement of Work

C-1 Scope of Services

The following shall be included in the analysis of City Hall located at 495 South Main Street, Las Vegas, NV 89101:

1. Detention & Enforcement
2. Administrative Services
3. Finance
4. Purchasing & Contracts
5. Information Technology
6. Cultural Affairs
7. Training Complex (1st Floor Training rooms)
8. Human Resources
9. Economics &Urban Development
10. Parks, Recreation & Neighborhood Services
11. College of Southern Nevada (CSN)
12. Office of Communications
13. City Clerk
14. City Auditor

The following shall not be included in the analysis:

1. Elected Officials
2. IT Data Center (equipment only)
3. Print Shop & Mail
4. City Attorney

The Company shall provide the services to accomplish the following goals as established by the City.

1. Determine what the appropriate work space environment and space allocation standards should be to promote City staff satisfaction and productivity in the digital, collaborative, team-oriented context;
2. Identify space conserving, flexible space allocation and planning standards that can be achieved with appropriate reconfiguration of existing furniture systems in a cost-effective manner;
3. Prepare a space requirements program to document current and future optimal space requirements and establish a path forward to rearrange space occupancy in about 70% of City Hall to accommodate current and future City and College of Southern Nevada staff in available space without compromising the criteria and standards developed in goals 1 and 2; and
4. Recommend space allocations and the locations of work groups to support work flow and adjacency requirements and improve space utilization to support future change, provide two (2) to four (4) additional classrooms, consolidate work groups now split between floors, and resolve current space deficiencies.

Tasks required by Company to complete analysis:

Note: Completion of tasks within timeframe established in Exhibit D Project timeline are contingent upon City staff availability and responsiveness in completing questionnaires, participating in interviews, and making requested information available to Company.

1. Project Initiation: Conduct an introductory meeting with City Project Manager, designated division/department directors and designated Deputy City Managers to establish restraints and review schedules.

2. Research: Review current space plans, tour all space, investigate current and historical staff levels and evaluate previous reports, space standards and proposed space alterations.

3. Space Inventory: Document current space assignments and space allocations on floor plans provided by the City.

4. Itemize Staff Levels – Request historical and projected (through 2019 – a five (5) year plan) staff levels as provided by the departments to enable Company to then project future staff and related space requirements and incorporate allowances for future change. Company will meet with the responders to the questionnaire.

5. Operations Analysis – Meet with a cross-section of department representatives to explore opportunities to incorporate office-of-the future space planning strategies that will work within the City of Las Vegas culture. We will identify the degree to which the departments will incorporate and embrace eTechnology, paperless offices, and decentralized and distributed client contact. We will utilize a questionnaire, and individual interviews to develop a consensus on "what will work" in the new space environment for the City of Las Vegas.

6. Update Space Standards – Propose adjustments to the current space allocation standards (which we know to be excessive), reflecting the component required in the workstation or office, the degree of enclosure required, and the provision of shared items and spaces. This set of standards will primarily be based on functional requirements but may also be influenced by hierarchical considerations. The goal of this process is to lead to a conclusion that smaller workstations, fewer enclosed offices, and more communal and shared support spaces that will be functionally appropriate and cost effective over the long term.

7. Develop Space Program – Develop a space requirements program documenting current, current adjusted, and future (5-year) space requirements for each department on the form provided in Exhibit A. This will document the amount of space currently occupied, the adjusted current requirement, and the space to be provided in the "re-planning of City Hall" to change. CSN requirements for administrative and academic spaces will also be detailed. We will quantify the frequency of meetings requiring rooms of various capacities and identify the preferred location and duration of those meetings and the anticipated attendees (department staff, other City staff from within the City Hall, City staff from other locations, and the public). We will also meet with CSN to identify their anticipated class size and schedule frequency in future years. With this data we will be able to compare forecast usage of large meeting/training areas to the current available inventory.

8. Conceptual Space Plan – Develop a space plan for a typical department on a typical City Hall floor plate to demonstrate the space planning concept and the proposed space standards. This will then confirm the appropriateness of the "area factor" (net square feet per person) provided in the space program.

9. Identify Specific "Situations" to Resolve - Develop a comprehensive list of current "situations" to be resolved through the space reallocation study process. The list currently includes:

    a. Provide two (2) to four (4) additional classrooms to each accommodate twenty-five students.
    b. Consolidate Human Resource staff on the same floor or in the same wing.
    c. Locate Parks and Recreation and Neighborhood Services in separate areas.
    d. Co-locate Purchasing and Contracts with Finance to the degree possible.
    e. Determine the best use for office space on the lower, windowless level.
    f. Determine the most appropriate location for Detention and Enforcement.

    Additions will be made to this list based on input from the interviews with the Deputy City Manager. Company will then review the initiatives to pursue with City management and select those that warrant further development.

10. Develop Space Allocation Options – For each initiative develop reasonable space allocation options and identify the related space actions that will reverberate through the City Hall as other space adjustments are made. Develop a cost estimate for the options using unit costs for various options as now employed by City Facility staff. Space allocation block-outs for each option will be presented.

    The space utilization improvements will come from the following potential adjustments:

    a. Occupying currently empty workstations or offices.

    b. Converting enclosed rooms that are now underutilized with files, storage, or equipment that can be relocated to the open area and using the room for an office or for two (2) workstations.

    c. Reconfiguring workstations to smaller sizes consistent with function, storage requirements, and office-of-the-future concepts.

d. Rearranging workstations to absorb current aisles that are 5 to as many as 12-feet wide. This capability has been previously documented by City Facility staff.

e. Reducing the percentage of private offices from the current 25% to closer to the average for large public agencies of 8% when the department relocates to new spaces.

f. Reducing office sizes when they are remodeled to a depth of 13'-6" from the current 15 to 17-foot depth.

g. Reducing paper supplies and moving archive storage and non-current files out of current office space.

The analysis will be for general application across all departments when they are involved in a relocation or space reconfiguration however, when evaluating options for the implementation of the specific initiatives identified in this task, the Company will evaluate available space to make sure the current hard walls and bay depths will allow development of an increased capacity that is cost effective.

Company will test the hypothesis in each specific application before including it as a recommendation.

11. Evaluate Options and Select – A meeting with City management will be scheduled to review the options and costs and select the most appropriate path forward to be included in our recommendations.

12. Space Allocation Plans – Develop space allocation plans showing the revised boundaries of each department that will accommodate the greatest number of staff possible with a reasonable level of furniture rearrangement and incorporation of additional components and some partition realignment. This will be an iterative process requiring a review meetings as step-by-step rearrangement plans are developed.

13. Review with Service Providers – Meet with Faciliteq (the workplace interiors provider that provided the majority of the furniture currently used in City Hall) to evaluate workstation reconfiguration options and the cost and time needed to implement typical conversions and rearrangements.

14. Cost Estimate – Develop a project implementation cost estimate including further planning and design services (likely by the City or your furniture dealer), furniture acquisition for supplemental components, furniture reconfiguration, power and data installation, and modest levels of space remodeling with demountable partitions as needed to achieve the higher occupancy density and to implement the office-of-the-future planning concept.

15. Implementation Schedule – Provide a phased implementation schedule showing the duration of each of the numerous sequential space modifications.

16. Presentation – Present our recommendations to the City Manager's office.

17. Report – Documentation of findings and incorporation of information from items 1-15 and recommendations in a summary report after receiving comments from the City. Final report will be adjust to reflect comments from the City.

C-2 Deliverables

The Company shall provide the following draft deliverables that will be provided sequentially and submitted for review and approval to City Project Manager: The project timeline to include deliverables is included as Attachment D.

(a) Recommended office-of-the future space utilization concepts specific to the City of Las Vegas.

(b) Workstation and office space standards that can be developed with reuse of existing comonentry to the degree possible; and

(c) Space allocation block-outs at 1/16 "- 1'-0" scale developed on base floor plans provided by the City of Las Vegas. Company will provide detailed drafts and City Project Manager will prepare the CADD graphics of the space allocation plans.

(d) A space requirements program consisting of a one-page Excel spreadsheet for each work group to be included in the analysis

(e) An economic evaluation of the feasibility of implementing the space utilization improvement program to include cost estimates for the rearrangement of furniture, remofelilng, FF&E acquisiton and planning; and design services not provided by City staff.

(f) An implementation budget, schedule, and phased sequence of space adjustments.

(g) A final report to include all finale elements of (a) - (f) and one (1) presentation of reccomendations to City Management. As an additional service if requested.

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: Manager, Purchasing and Contracts
City of Las Vegas
City Hall, Third Floor
495 South Main Street
Las Vegas, Nevada 89101-2986
Fax: 702-384-9964

FOR THE COMPANY: Jim Steinmann
Steinmann Facility Development Consultants
PO Box 909
Kings Beach, CA 96143
Fax: (530) 546-0422

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

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

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

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

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

(a) The City designates Michael Vlaovich 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 Jim Steinmann 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-5/2/12]

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 [CAO-7/24/08]

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.

D-5 Licenses/Registrations [CAO-5/2/12]

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-08.01.13]

(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 and 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 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 the Eighth Judicial District Court, Clark County Nevada.

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

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

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the

situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-5/2/12]

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

E-4 Termination for Default [CAO-5/2/12]

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

(i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

(ii) Make progress, so as to endanger performance of this Contract; or

(iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice specifying the failure is provided pursuant to Section 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 (I) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) 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 Section 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 Section D-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-5 Insurance [CAO-08.01.13]

(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. The Supplier's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.

(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, products, completed operations, 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. The Supplier's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

(b) Company must provide required insurance certificates and endorsements to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All 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 and endorsements as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

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

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

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

(c) The 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 $25,000.00 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 Section E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(g) The Company is encouraged to purchase any additional insurance 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.

E-6 Indemnification [CAO-5/2/12]

(a) In addition to the insurance requirements set forth in Section 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 the Contract, regardless of whether the Liabilities were caused in part by the City.

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

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

E-9 Taxes/Compliance with Laws [CAO-08.01.13]

(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.

E-10 Audit of Records [CAO-5/2/12]

(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 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 Section

(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-5/2/12]

(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 Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-17 Public Records [CAO-5/2/12]

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

E-18 Confidentiality – City Information [CAO-7/24/08]

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

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

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

E-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 upon 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, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall 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 Section E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

(f) The Company shall provide current, complete, and accurate documentation to the City in support of any 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.

E-23 Non-Discrimination and Fair Employment Practices [07/31/13]

(a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.

(b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Date	Pages
Attachment 1	Certificate – Disclosure of Ownership/Principals [Section E-16(c)]	04/08/2013	2

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

CITY OF LAS VEGAS

YOLANDA C. JONES, C.P.M., CPPO Date
Manager, Purchasing and Contracts

ATTEST:

BEVERLY K. BRIDGES, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 7/31/14
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

STEINMANN FACILITY DEVELOPMENT CONSULTANTS

Jim Steinmann, Owner Date

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract 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 / Subject Matter of Contract**
Name: Steinman Fowle Devlpmt Consultants	**Services for:** City Hall Space Utilization Project
Address: Box 909, Kings Beach, Calif 96143	
Telephone: (530) 546-4429	**Project Number:** 150015-TF
EIN or DUNS :	

Block 3: Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	James H. Steinmann	Box 909, Kings Beach, CA 96143	(530) 546-4425
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of 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.

James H. Steinmann
Name

7/28/2014
Date

Subscribed and sworn to before me this July day of 31 20 14

Kristine K. Young
Notary Public

KRISTINE K. YOUNG
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 97-3038-2 - Expires July 8, 2017

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Agreement No. 150036-CB, Capacity License Conversion Agreement, including indemnification provision - Department of Information Technologies - Award recommended to: COMMVAULT SYSTEMS, INC ($258,641 - Computer Services Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $258,641
Funding Source: Computer Services ISF
Dept./Division: Information Technologies

PURPOSE/BACKGROUND:
This agreement provides for electronic data backup and storage software for all of the City's data, converts existing perpetual licenses to capacity based perpetual licenses, and provides support and maintenance for all related services. This agreement contains an indemnification provision. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(h), Software for Computers. CommVault Systems, Inc. is located in Oceanport, New Jersey.

PCC: C. Buford
POC: Matt Martin - (480) 221-3610

RECOMMENDATION:
That City Council approve award of Agreement No. 150036-CB, Capacity License Conversion Agreement to CommVault Systems, Inc in the amount of $258,641 and to approve ongoing annual support and maintenance. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Agreement No. 150036-CB

commvault
solving forward

COMMVAULT SYSTEMS, INC.
CAPACITY LICENSE CONVERSION AGREEMENT

This Capacity License Conversion Agreement in combination with the terms of End User License and Limited Warranty Agreement ("EULA") attached as Exhibit A, each of which between **CommVault Systems, Inc.** ("CommVault") and the **City of Las Vegas** ("Customer") shall serve as the exclusive terms governing Customer's use of the software products ("Products"). This agreement shall be effective on September 17, 2014 ("Effective Date"). No pre-printed or conflicting terms contained in any purchase order or other document shall have any force or effect.

CONVERSION & PURCHASE For a fee of Two Hundred Twenty Three Thousand Forty One dollars **($223,041)** paid to a CommVault authorized reseller, Customer is converting all of its existing sku based, perpetual licenses associated with CommCell **F4943** to Simpana v10.0 capacity based perpetual licenses as further described below. As of the Effective Date, features included as elements of such capacity based perpetual licenses include those set forth in Exhibit B attached hereto.

CAPACITY

Data Protection Enterprise ("DPE") Offering: Conversion of **52 Terabytes ("TB")** from core backup to Data Protection Core ("**DPC**"), upgrade of **52 TBs** of DPC to DPE and conversion of **9 TBs** of enterprise backup to DPE. The result is a total capacity limit of **61 TBs.**

Data Archive Enterprise ("DAE") Offering: Purchase of **30 TBs** of new DAE licenses for a total capacity limit of **30 TBs.**

Search Object Cloud ("SOC") Offering: Purchase of **125** SOC licenses at no charge, where each license equals a block of 1 million search objects. The result is a total capacity limit of **125** SOC licenses.

Products that are not generally available as of the date of this Agreement or specifically listed in the above offerings are not included. For purposes of determining terabyte capacity usage, 1 TB = 1,099,511,627,776 Bytes. Data shall be measured in its uncompressed form and shall include all front-end data managed by the Products.

SERVICES Any and all pre-paid professional services credits, including training courses and eLearning materials, will expire one year from the date of purchase if not used. This Agreement includes **1 day** of remote deployment services for **$2,200, 3 days** of remote consulting services for **$4,800, 6 days** of consulting services for **$15,000, 15 hours** of project management services for **$3,375**, and **6 days** of Travel & Expenses of **$3,000** for a total Services fee of **$28,375.**

MAINTENANCE & SUPPORT Customer shall purchase from a CommVault authorized reseller one year of maintenance and support for this order at **$35,600.** In addition, Customer will purchase renewal maintenance and support on all previously purchased Products by June 13, 2015 and will co-term maintenance and support on all Products. Thereafter, maintenance and support renewal dates for all Products purchased shall occur on the anniversary of the Effective Date. Except for increases which result from additional Product license purchases, annual maintenance and support fees for the Products purchased in this order shall not exceed 17% of the net price of the software Products per year.

Provided Customer continuously obtains maintenance and support on all of Customer's CommVault software Products and Customer is current, CommVault will provide maintenance and support to Customer in accordance with CommVault's standard policies and Customer shall be entitled to all new features, updates and enhancements, when and if made generally available. Customer shall only be entitled to new features, enhancements and updates to functionality that has been previously licensed.

If maintenance and support are provided, they shall be provided in accordance with CommVault's then current policies as set forth in the Global Customer Support Services Guide ("GCSSG") attached here as Exhibit C. These may be amended from time to time and CommVault shall provide electronic notification to You upon any amendments to the maintenance and support policies. If such amendments are material and not acceptable to You, You can reject the modifications. In such an event, CommVault will be able to elect to terminate your maintenance and support with ninety (90) days' notice and will provide you a pro-rata refund of pre-paid maintenance and support.

COUNTERPART SIGNATURES This Agreement may be executed in counterparts. All such counterparts will constitute the same agreement and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies thereof may be delivered by facsimile or email and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

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

City of Las Vegas

Yolanda C. Jones, C.P.M., CPPO Date
Manager, Purchasing and Contracts

CommVault Systems, Inc.

Signature

S.K. JAIN - DIRECTOR.
Name and Title

August 22, 2014.
Date

Attest:

Beverly K. Bridges, MMC Date
City Clerk

Approved to Form:

Robert S. Sylvain 8-20-14
Deputy City Attorney Date

Exhibit A

CommVault Systems, Inc.

End User License and Limited Warranty Agreement

CommVault® Simpana® Software Release 10.0.0

(including Microsoft® SQL Server™ 2008 Enterprise Edition, Microsoft® SQL Server™ 2008 R2 Enterprise Edition Microsoft® SQL Server™ 2012 Enterprise Edition, SQL Server™ 2008 Express Edition, SQL Server™ 2008 R2 Express Edition, SQL Server™2012 Express Edition and Windows Pre-Installation Environment)

This EULA, grants You, the user, a non-exclusive license to use the Software under the terms and conditions stated herein. You agree that all updates, enhancements, maintenance releases, patches, bug-fixes or other modifications to the Software provided to You, on a when and if available basis, shall be governed by the terms and conditions, including the limited warranty, exclusive remedies and limitations of liability provisions, contained in this EULA, or the then-current version of this EULA. This EULA may be amended from time to time by CommVault, in its discretion, and will be made available at www.commvault.com; provided that in the event any material amendment contains terms that conflict with the terms hereof, this version shall control; provided further that no such changes shall have a material adverse effect on your license rights; and provided further that if the change relates to new functions or features, use of such functions or features will constitute acceptance of such changes. Except as otherwise provided herein, the license granted herein shall be perpetual provided You comply with the terms hereof. This EULA shall be in effect until terminated except as expressly otherwise provided herein. You may terminate this EULA at any time by destroying all copies of Software and corresponding documentation. This EULA will be suspended immediately if You fail to comply with any provision of this EULA. CommVault will provide prompt written notice when it becomes aware of a breach by You and reasonably work with You to resolve such breach and reinstate your license, however, CommVault reserves the right to terminate this EULA if You do not cure the breach within seven (7) days after such notice in which to cure the breach. Upon termination, You must destroy all copies of Software in Your possession or control.

You may: (i) use the Software, with the same or lower version number identified herein, in numbers equal to the number of licenses purchased for all items, or in the event You are licensing the Software on a capacity basis, up to the maximum capacity purchased; (ii) make copies of the Software, documentation or other user information accompanying the Software solely for back-up purposes, provided such back-up copies are only utilized as a replacement for the original copy on the same computer that the Software was previously installed; and, (iii) make a copy of or print documentation provided in electronic form for Your internal use only, and You may use CommVault trademarks solely for these purposes, but You must incorporate all patent, copyright, trademark and other notices included on the materials on any copies or partial copies that You make.

You may not: (i) make a copy of any of the Software for any purpose not explicitly permitted herein; (ii) provide commercial hosting services, sell, sublicense, rent, loan or lease the Software to another party, without the prior written consent of CommVault; (iii) except to the extent that such a prohibition is expressly prohibited by law, decompile, disassemble, reverse engineer or modify, in any manner, any of the Software; (iv) transfer or assign Your rights to use the Software; (v) use the Software in violation of applicable local, federal or other laws or regulations; (vi) use the Software for any purpose other than as permitted in this EULA; or, (vii) remove, destroy, erase, alter or otherwise modify CommVault's trademarks.

Unless this software is provided to You for beta, demonstration, test, or evaluation purposes or is labeled "Not for Resale" as further described herein, You agree to use the Software solely for Your internal data center operations and to restrict any access to the Software, documentation, or other user information accompanying the Software only to those of your employees having a demonstrable need to have such access for your internal data processing operations. You agree that you shall not permit any access to the Software, documentation, or other user information accompanying the Software to any person engaged in product research, development, support, sales, marketing, or other functions not directly related to your internal data processing operations. You also agree not to use the Software, documentation, or user information accompanying the Software to assist, directly or indirectly, in the development or design of any computer hardware or software program including, but not limited to, a program that provides or is intended to provide or include a similar feature or functionality as the Software, or any conversion utility or aid relating to the Software intended to enable or facilitate a user's conversion from the use of the Software to an alternative program. Any software CommVault and/or its licensors may provide You as part of maintenance and support services are governed by this EULA, unless separate terms are provided. This EULA does not obligate CommVault and/or its licensors to provide any maintenance and support services or to support any Software provided as part of those services. If support services are provided, they shall be provided subject to the terms of this EULA and in accordance with the Capacity License Conversion Agreement. In the event You elect to purchase maintenance and support

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Exhibit B

	Enterprise Capacity	Archive Capacity
COMMON TECHNOLOGY ENGINE		
CommServe	Included	Included
MediaAgents	Included	Included
MEDIA OPTIONS		
Standard Disk Option	Included	Included
Advanced Disk Option / Deduplication to Disk	Included	Included
Consolidated Disk Storage Option / Deduplication to Disk & Tape	Included	Included
Direct-Attched Library Connectors	Included	Included
Shared Library Connectors	Included	Included
Premium Library Connectors	Included	Included
ARRAY OPTIONS AND ENABLERS		
NAS NDMP Backup and Enablers (NRS & NRE)	Included	N/A
SnapProtect Enabler	Included	N/A
ENTERPRISE FEATURES AND OPTIONS		
Disaster Recovery Option	Included	N/A
1-Touch	Included	N/A
GridStor	Included	N/A
VaultTracker Enterprise	Included	Included
Primary Copy Encryption	Included	Included
Secondary Copy Encryption	Included	Included
Data Erase Enabler	Included	Included
Granular Recovery / Offline Mining Tool	Included	N/A
File System Agents		
Windows, Linux, Unix - Physical/Virtual	Included	Included
Application Agents		
Application Class 1	Included	N/A
Application Class 2	Included	N/A
Application Class 3	Included	N/A
ADDITIONAL APPLICATIONS		
Metrics Reporting	Included	Included

Application Class License	Product/Component
Application Class 1	Activity Directory
	DB2 and DB2 MultiNode on Windows
	Documentum
	Exchange Database
	Informix on Windows
	Notes Database on Windows
	Microsoft SharePoint Server
	Microsoft SQL Server
	MySQL on Windows and UNIX
	Novell Directory Services
	Novell GroupWise
	Oracle on Windows
	Office Communications Server
	PostgreSQL on Windows and UNIX
	Sybase Database on Windows
Application Class 2	DB2 and DB2 MultiNode on UNIX Informix on UNIX
	Notes Database on UNIX
	Oracle on UNIX
	Sybase Database on UNIX
Application Class 3	SAP HANA on SuSE Linux SAP using MAXDB on Windows and UNIX
	SAP using Oracle on Windows and UNIX

Exhibit C
Global Customer Support Services Guide

commvault

CommVault Support Services

Global Customer Support Services Guide

OCT 2013

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1 Overview

Welcome to CommVault Customer Support Services!

NOTE: Not all services are available for all products or customers*.

CommVault's Customer Support Services options help you make the most of your investment in the CommVault software suite. We want you to get the most from your products throughout their life. CommVault offers different Support options based on your business requirements in order to enhance the value of your support investment and meet the needs of your business. You also get access to a variety of other services that are valuable throughout the life of your products:

Product Updates / Upgrades

- Maximize performance with the latest versions of your licensed products
- Service Pack, Maintenance Pack, and Hot Fix availability
- New update notifications through the Support Notification Service

Online Services

- Access to the CommVault eSupport Portal with features specifically designed for our Support customers
- Online Knowledge Base for easy access to solutions
- Online Forum for real time discussion with CommVault experts and CommVault end users
- Online documentation and FAQs for each product
- Notification of changes in open support service requests
- Telephone access to skilled engineers
- Support that is available 24/7, whenever a problem may occur
- Unlimited number of calls to CommVault Customer Support
- Regular updates on the status of open cases
- Support engineers who are certified with high-skill security qualifications
- Remote debugging and re-configuration tools for rapid fault resolution

Other Features

- Product Upgrade Validation Automation Tools
- CommVault Support Log Upload Management
- Product Compatibility and Interoperability Matrices
- CommVault ROMS portal

Terms

For information on CommVault's End User License Agreement, see:
https://services.commvault.com/mainadv/eula.asp?fv=9.0

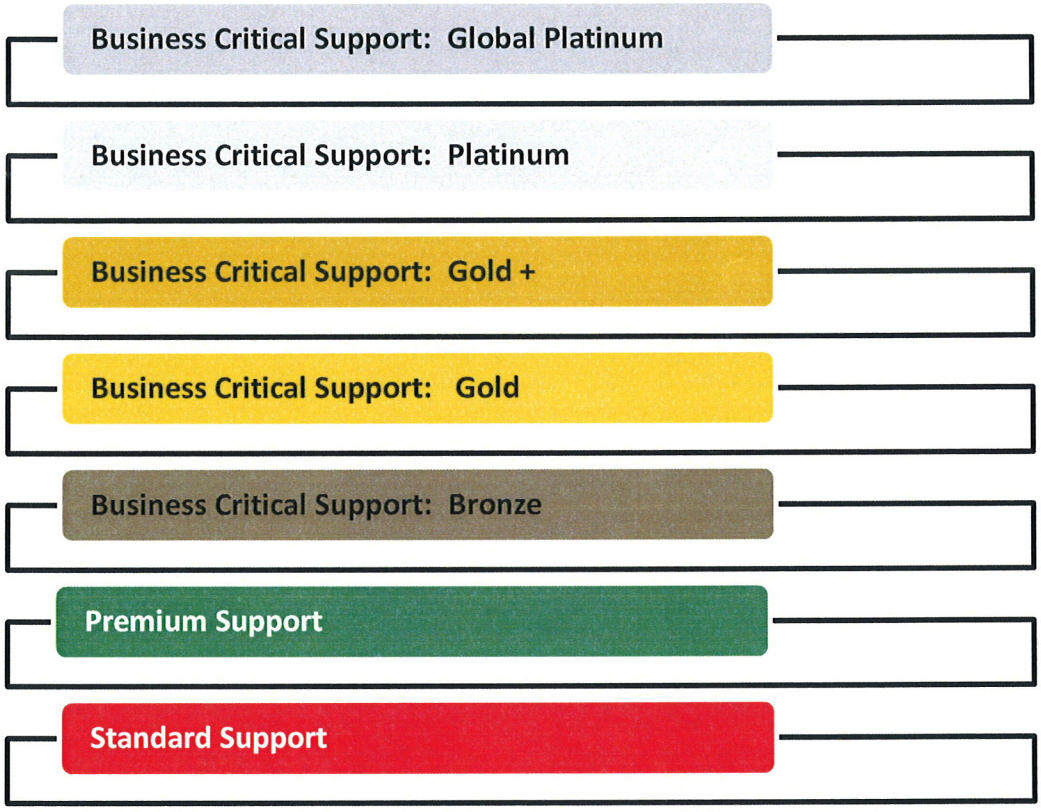
2 Support Offerings

2.1 CommVault Customer Support Programs

CommVault has several support options; each is designed to meet the needs and requirements of a wide range of customers. These plans maximize your productivity, letting you focus on your core business.

2.2 Support Programs

As a CommVault customer, you rely on us to deliver the best software and support so that you can manage your data with the utmost results. To that end, we listen to your needs and anticipate your future requirements. We take this knowledge and design the best support programs to meet your needs at any level, to maximize your productivity and lower your costs.



2.2.1 Standard Support

The Standard package provides broad business coverage with direct access to the CommVault Technical Assistance Center and is designed to support the majority of customer's needs. This package includes:

- Access to the CommVault Technical Assistance Center on business days (Monday - Friday), excluding statutory holidays, between the hours of 7 AM to 7 PM (local time[1]) for the location where the software is installed.
- 24x7 access to the Maintenance Advantage self-help website
- Notification of critical software update fixes
- Web E-Support such as Incident Management, Knowledge Database, CommVault Books Online and the CommVault Forums
- Reports provided upon request

2.2.2 Premium Support

The Premium package is designed to address mission critical environments since it provides a comprehensive 24x7 coverage period. This package includes:

- Around-the-clock access to the CommVault Technical Assistance Center (including holidays)
- 24x7 access to the Maintenance Advantage self-help website
- Notification of critical software updates product enhancements and new releases (when available)
- Web E-Support such as Incident Management, Knowledge Database, CommVault Books Online and the CommVault Forums
- Reports provided upon request

[1] **Standard Coverage Support** for CommVault's Japanese Customers is 7am to 6pm in the timezone in which the CommServe resides.

2.2.3 Business Critical Support (BCS)

BCS is a valuable support service for organizations which require a superior level of support in addition to their Premium Maintenance contract. Benefits of this service include priority case handling, accelerated service level agreement targets (SLA's), access to a Support Account Manager (SAM) and access to CommVault's Remote Operations Management Services (ROMS).

Recognizing that customers have differing requirements based on their own unique frameworks, CommVault offers a choice of five levels of BCS, with each ascending level providing an increased scope of delivery.

2.2.3.1 Bronze

BCS Bronze is tailored towards customers who require Priority Ticket Handling during normal business hours.

This service provides access to an office-based Support Account Manager and a priority available Customer Support Engineer (CE) on a 12x5 basis, as well as access to our Remote Operations Management Service (ROMS).

Severity Level Agreement Targets

Resources work towards the successful achievement of SLAs as per the targets outlined in section 2.2.4.

Customer Support Engineer (CE)

The CE works to provide answers, solutions or a work-around for BCS customer CommVault issues.

The CE:

- Will be assigned responsibility to accept, analyze, resolve or escalate new issues.
- Will manage issues using BCS Bronze Service Level Agreements.
- Will prioritize all BCS issues before non-BCS clients
- Will keep issue current of status and advise client and Support Account Manager of regular updates to status

Support Account Manager (SAM)

The SAM works to ensure SLA success and manage escalation and critical care instances.

- Monitors open issues to ensure there is continued activity towards prompt resolution
- Communicates directly with customer management to update and prioritize on high severity issues
- Directs issue escalation through Focus Groups and Engineering to ensure continued ownership

Remote Operations Monitoring Service (ROMS)

CommVault ROMS is a leading management tool for monitoring and reporting on your CommVault Environment.

2.2.3.2 Gold

BCS Gold is aimed at customers who require Priority Ticket Handling on a 24x7 basis.

This service provides access to a Support Account Manager (SAM), a priority available Customer Support Engineer (CE) and a Business Critical Technical Account Manager (TAM).

Severity Level Agreement Targets

Resources work towards the successful achievement of SLAs as per the targets outlined in section 2.2.4.

Customer Support Engineer (CE)

The CE works to provide answers, solutions or a work-around for BCS customer CommVault issues. The CE:

- Will be assigned responsibility to accept, analyze, resolve or escalate new issues.
- Will manage issues using BCS GOLD Support Service Level Agreements.
- Will prioritize all BCS issues before non-BCS clients.
- Will keep issue current of status and advise client and SAM of regular updates to status.

Support Account Manager (SAM)

The SAM works to ensure SLA success, provide reporting, and manage escalation and critical care instances.

- Monitors open issues to ensure there is continued activity towards prompt resolution.
- Communicates directly with customer management to update and prioritize on high severity issues.
- Directs issue escalation through Focus Groups and Engineering to ensure continued ownership.
- Presents reports.

Technical Account Manager (TAM)

The TAM is a strategic technical contact who acts as a liaison between the customer and CommVault Customer Support, Product Management and Development. The TAM delivers tactical CommVault guidance and will attend site twice during the maintenance period.

Reporting

Working with the BCS Customer's fiscal or operation calendar, the SAM will present data on quarterly activity.

- Reports on quarterly success for SLA response and resolution
- Conducts at least one Quarterly Summary at the customer site.

Remote Operations Monitoring Service (ROMS)

CommVault ROMS is a leading management tool for monitoring and reporting on your CommVault Environment.

2.2.3.3 Gold+

BCS Gold+ builds on the BCS Gold service by offering more stringent BCS SLA targets, optimized escalation processes and greater access to the TAM in addition to the offerings outlined in section 2.2.3.2.

Severity Level Agreement Targets

Resources work towards the successful achievement of SLAs as per the targets outlined in section 2.2.4.

- Severity 0 (Zero) designed to support Enterprise Data Centers

Customer Support Engineer (CE)

The CE works to provide answers, solutions or a work-around for BCS customer CommVault issues.

The CE:

- Will be assigned responsibility to accept, analyze, resolve or escalate new issues.
- Will manage issues using BCS Gold+ Level Agreements
- Will prioritize all BCS issues before non-BCS clients
- Will keep issue current of status and advise client and SAM of regular updates to status

Support Account Manager (SAM)

The SAM works to ensure SLA success, provide reporting, and manage escalation and critical care instances.

- Monitors open issues to ensure there is continued activity towards prompt resolution.
- Communicates directly with customer management to update and prioritize on high severity issues.
- Directs issue escalation through Focus Groups and Engineering to ensure continued ownership.
- Presents reports.

Technical Account Manager (TAM)

The TAM is a strategic technical contact who acts as liaison between the customer and CommVault Customer Support, Product Management and Development. The TAM delivers tactical CommVault guidance and will work on the customer's issues on up to 10 days per Quarter.

Reporting

Working with the BCS Customer's fiscal or operation calendar, the SAM will present data on quarterly activity.

- Reports on quarterly success for SLA response and resolution
- Conducts at least one Quarterly Summary at the customer site

Remote Operations Monitoring Service (ROMS)

CommVault ROMS is a leading management tool for monitoring and reporting on your CommVault Environment.

2.2.3.4 Platinum and Global Platinum

The BCS Global Platinum Support service is intended for those customers with multiple CommCell environments whereby the CommServes are located in different geographies. This model best supports global entities with multiple large locations and physically separate CommCells.

The BCS Platinum Support service provides Platinum level support service SLAs for customers with locations confined to a single geographic region.

Severity Level Agreement Targets

Resources work towards the successful achievement of SLAs as per the targets outlined in section 2.2.4

- Severity 0 (Zero) designed to support Enterprise Data Centers

Customer Support Engineer (CE)

The CE works to provide answers, solutions or a work-around for BCS customer CommVault issues.

The CE:

- Will be assigned responsibility to accept, analyze, resolve or escalate new issues.
- Will manage issues using BCS Platinum Service Level Agreements
- Will prioritize all BCS issues before non-BCS clients
- Will keep issue current of status and advise client and SAM of regular updates to status

Support Account / Regional Technical Account Manager (SAM /RTAM)

The Support Account Manager (remote) and Regional Technical Account Manager work to ensure SLA success, provide reporting, and manage escalation and critical care instances.

- Monitors open issues to ensure there is continued activity towards prompt resolution
- Communicates directly with customer management to update and prioritize on high severity issues
- Engages BCS customer on proactive support management
    - Patch and Update management
    - Change Control monitoring
    - Strategic vision
- Conduct monthly scheduled onsite engagement with Customer personnel (via RTAM) to review and mitigate customer procedures that drive Support issues
- Directs issue escalation through Focus Groups and Engineering to ensure continued ownership
- Presents reports
- Performs on-site conferencing at least one visit and as needed

Reporting

Working with the BCS Customer's fiscal or operation calendar, the SAM will present data on quarterly activity.

- CommVault ROMS installed to provide customer with unified GOLD LEVEL Client alert monitoring and job results data.
- Organizes weekly conference call with customer principals to discuss issue status and path to resolution
- Compiles and reports to customer management with the Monthly Executive Summary
    - Demonstrates SLA response and resolution success
    - Provides data trending
        - Job counts
        - CommCell® Health
        - License Usage and Forecasting
- Reports on quarterly success for SLA response and resolution, and overall CommCell® trends
- Provides a Quarterly Executive Summary with the target of delivering 75% of these on site

Remote Operations Monitoring Service (ROMS)

CommVault ROMS is a leading management tool for monitoring and reporting on your CommVault Environment.

2.2.4 Service Levels Response and Resolution Target Matrix

	Standard Support	Premium Support	BCS Bronze Support	BCS Gold Support	BCS Gold+ Support	BCS Platinum Support
SEV0 (Catastrophic)						
Response	NA	NA	NA	NA	15 Min	15 Min
Resolution/Workaround	NA	NA	NA	NA	12 hours	12 hours
SEV1 (Critical)						
Response	1 Hour	1 Hour	1 Hour	1 Hour	30 Min	30 Min
Resolution/Workaround	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
SEV2 (High)						
Response	2 Hours	2 Hours	2 Hours	2 Hours	1 Hour	1 Hour
Resolution/Workaround	72 hours	72 hours	72 hours	72 hours	72 hours	72 hours
SEV3 (Medium)						
Response	3 Hours	3 Hours	3 Hours	3 Hours	3 Hours	3 Hours
Resolution/Workaround	20 days	20 days	20 days	20 days	10 days	10 days
SEV4 (Low)						
Response	4 Hours	4 Hours	4 Hours	4 Hours	4 Hours	4 Hours
Resolution/Workaround	NA	NA	NA	NA	NA	NA

2.2.5 Customer Support Quality Assurance

CommVault is committed to providing best in class technical support and we drive our customer satisfaction through a variety of metrics to guide us to achieve that goal. Industry standard measurements of time to respond, first contact resolution and time to solve are cornerstones of our support model.

Outside of internal objectives we also proactively solicit feedback from our user base for each incident logged with CommVault support in the form of a survey. This survey includes a brief questionnaire along with a comments section to add remarks about our service quality. Each survey response is reviewed daily by support management and in the event of a poor survey response we will initiate an investigation into the source of customer's dissatisfaction with the support experience. Support management will initiate a call with the customer to cover satisfaction issues that were brought to light in the survey. The outcome of that conversation is reviewed against existing support processes and adjustments are made as needed.

CommVault is also committed to improving our products and we are always open to customer suggestions, and even requests, as to ways we can best accomplish this. By providing reports regarding customer's use of the software, including results, comments or suggestions to CommVault (collectively, the "Feedback"), customer agrees that CommVault may use and disclose the Feedback in any manner CommVault chooses, provided that CommVault ensures the confidentiality of customer's identity at all times. CommVault shall own all intellectual property rights related to the Feedback and its use.

3 Contacting Support

Prior to contacting support it is highly recommended that customers search for possible solutions via the Web on our Support Portal, "Maintenance Advantage" and/or load the latest service pack and updates. If the problem persists, collecting log files along with having the latest Service Pack and updates installed will help expedite your issue. Not doing so can cause longer resolution times.

Please be aware that CommVault Technical Support Management reserves the right to close a service call if repeated attempts to contact the end user over the course of three (3) business days have failed to yield a response without reason. If necessary, these Support Incidents can be referenced if a new call for the original incident is required.

CommVault offers three different methods of support:

1. Web Support – Self Service
2. Web Support Submission
3. Telephone Support

3.1 Web Support – Self Service

CommVault's Web Support is provided via our Support Portal called Maintenance Advantage. Maintenance Advantage is provided to customers who have a current and active maintenance contract. If you meet this requirement and you do not have a Maintenance Advantage login and password please send an email to the following the appropriate location and provide your CommCell-ID along with your contact information and you will be notified via email of your login and password within 24 - 48 hours:

support@commvault.com

Maintenance Advantage contains a set of powerful tools to enable CommVault software customers to better optimize and maintain their deployments. The section includes:

- Knowledge Base
- CommVault's Customer Forum
- Service Packs and Hotfix Update Downloads, when and if available
- Technical FAQs
- Tips and Techniques to achieve better performance
- Configuration and deployment guidelines
- Supported hardware and software compatibility matrixes
- Troubleshooting Guides, and other valuable resources

3.2 Web Support Submission

Customers can submit an incident via the web by logging into Maintenance Advantage and clicking on the Incident Management link. From there customers will have the ability to view, update and close incidents.

Web Submitted incidents are responded to using the following guidelines:

Severity 0 and Severity 1 - (SEV0 and SEV1) incidents cannot be opened via the eSupport site
Severity 2 (SEV2) – 2 Hour Response
Severity 3 (SEV3) – 3 Hour Response
Severity 4 (SEV4) – Next Business Day

Once the online form is submitted, a ticket will automatically be generated as well as email notification which will include the Ticket number and a link to upload logs via the HTTP Log up-loader. In a majority of the support cases logs will be required in order to troubleshoot and analyze the problem reported. Uploading logs in a timely manner will help expedite the troubleshooting process.

3.3 Telephone Support

CommVault has four Main Global Customer Support locations; Oceanport New Jersey; Reading, UK; Sydney, Australia; and Beijing, China. The CommVault Technical Assistance Centers are staffed by highly skilled professionals who are available 24 hours a day / 7 days a week (based on your warranty and contract support hours).

North America Toll Free #	(877) 780-3077
North America Direct Toll#	(732) 571-2160
Mexico	01-800-681-1581
Brazil	0-800-892-2288

EMEA:

Belgium	0800-79392
France	0800-918893
Denmark	8088-9260
Germany	0800-1012330
Ireland	1-800-608178
Israel	1-80-9494177
Italy	0800-782147
Netherlands	0800-0227402
Portugal	800-8-14516
Russia	8-800-100-9423
Saudi Arabia	800-8444077
South Africa	080-09-81256
Spain	0900-991600
Sweden	0200-896316
Switzerland	0800-836023
United Arab Emirates	800-04442334
United Kingdom	0800-9171424
Other EMEA Countries	+441189522030

APAC:

Australia	1300 368 528
China	400-818-5908
India	1800-419-2951
Japan	0120-938-003
Korea	00-308-13-1763
Malaysia	1-800-813-686
New Zealand	0800 447 342
Singapore	800-101-2206
Thailand	001-800-13-204-2904

3.3.1 Submitting an Incident

When contacting support, customers should be prepared to provide the following information. Failure to provide this information can result in delays.

- User name and Contact Information
- CommCell ID
- Company Name
- Description of the problem
- Agent type, Version and Update Level
- Any other pertinent information such as failure reason and time of failure.

Severity levels are mutually agreed upon between customer and support representative. (See: Severity Level Definitions in section 3.4). For Severity1-Critical issues customer must provide valid business case reason for a Severity 1-Critical call classification.

3.4 Service Packs and Hotfix Updates

Customers can download Service packs and hot fixes via Maintenance Advantage. Our Service Packs are a roll up of all released updates up to a certain point and time. Hotfixes are fully certified updates that are not part of the last Service Pack. CommVault notes that these updates are offered on a "when-and-if available" basis only and do not follow a specific release schedule.

3.5 Alerts and Notifications

In order for customers to receive alerts they must edit their Maintenance Advantage user profile. There are two methods to receive alerts, one manual via ad hoc alerts sent by Technical Support or automated alerts via setting in your user profile.

Manual Alert Notifications – You can subscribe yourself to these alerts by selecting **Yes** on the Receive Update Alert Messages portion of the profile. Once you choose to receive alerts please make sure the Alert Distribution email field contains the email you wish alerts to be sent to. We recommend creating an alias distribution address so that more than one person can be notified such as a primary and a backup.

Automated Alert Notifications – The automated alert notification feature will automatically send notifications on what you selected. You can select to receive Critical Alerts, Service Pack Alerts and/or Critical Updates only. You will then need to select the frequency either weekly or monthly and the day of the week you wish to receive those alerts. These alerts will send notification on updates posted since the last notification.

3.6 Severity Level Definitions

Severity Level Definitions and Examples:

BCS Gold+ **BCS Platinum** **0-Catastrophic**	This severity level is reserved for CommVault Business Critical Support Customers. This severity is used to indicate that all CommVault components are inoperable and no data movement operations are possible. Examples of SEV0-Critical calls are: • Complete outage to CommServe. Multiple Server outages/rebuilds issues. • Disaster Recovery Event (not a DR Test)
1-Critical	This severity should be used to indicate that a major component is down or having a serious problem that it is impacting business. Examples of SEV1-Critical calls are: • CommServe® is not functioning and server backups or restores are not possible • Mission Critical Database Restores (Exchange, SQL, Oracle, Informix etc.) impacting customers business • Mission Critical Server Restore/Rebuild impacting customers business
2-High	This severity should be used to indicate that a major component has problems that degrade the ability to meet the needs of the business. Examples of SEV2-High calls are: • Critical Server Backup failures • Directory/Folder and File level Restore failures.
3-Medium	This severity should be used to indicate intermittent problems that do not impact the immediate production needs of the business. Examples of SEV3-Medium calls are: • Client installation issues • Media Management issues • Operational problems.
4-Low	This severity should be used to report a defect or inconsistency in the product or request an enhancement to the product.

3.7 Problem Escalation:

The following section describes the actions that will be taken towards a resolution of Severity 1-Critical issues that are not resolved, and/or where no progress is being made nor a workaround provided within the response target goal time:

- A Tier 2 Engineer will be assigned to manage and coordinate efforts to work towards a resolution. Managers from the following departments will be notified: Technical Support, Engineering, Sales and Regional Technical Services.
- The Tier 2 Engineer will coordinate a conference call with the user and all necessary personnel from Support and Engineering departments to discuss the viability of providing a workaround until a permanent solution can be achieved. Regular updates on the progress of the issue will be provided to the user. All reasonable efforts to resolve the issue remotely will be taken, such as remote access to the problem site, replication of the problem in a support lab, or utilization of information gathered through the installation of diagnostic updates. The majority of problems are resolved remotely using phone support along with remote access tools.
- If all remote troubleshooting attempts are deemed unsuccessful, then an on-site engineer can be provided until the problem is resolved. The on-site engineer fees would comprise of the current daily billable rates as well as travel expenses.

3.8 Incident Escalation:

While CommVault support makes every effort to meet our customer's expectations, occasionally a situation may arise where an incident may need to be expedited or criticality may have changed. In cases where you feel additional attention or further escalation is required, the following procedure should be followed:

- Contact the Customer Support Hotline providing your incident-id number and ask to have the incident escalated. Please provide the reason for escalation so that the incident can be handled accordingly by our engineers.
- You may also request to speak with a Supervisor or Manager. In most cases a Supervisor or Manager will return your call within one hour. You will have the opportunity to explain the situation currently being faced and we will assist in getting the situation rectified.

Please refer to the Global Support and Services Resource Allocation page, or online, for a list of Toll Free numbers to contact your local Support Center. http://services.commvault.com/Support/TelephoneSupport

4 Product Updates

Keeping Your Products Current
A current CommVault Maintenance Agreement entitles you to the latest versions of your licensed CommVault products, Service Packs, Maintenance Packs, hotfixes, and more.

Download Software Packages
CommVault makes all of its software packages available online. To access the most current versions of CommVault's Software Suite, log into the CommVault eSupport site and click **Electronic Software Distribution, Service Pack** or **Additional Platform Support Packages** under the **Downloads and Packages** tab. Different release versions are accessed by selecting the Software Version at the top right of the eSupport Site page.

Download Software Updates
CommVault constantly enhances its products for resiliency and performance. Regular updates to your deployed CommVault environment ensures optimized operating efficiency for your CommCell(s) and minimizes the possibility of encountering an issue that has already been addressed in a Service or Maintenance Pack.

To check for available software updates (loose updates, Service Packs, Maintenance Packs), log into the CommVault eSupport site and click **Software Updates** under the **Product Support** tab. You can sort the list of Updates by Major Release and Product family.

Weekly Update Alert Notice
The Weekly Update Alert Notice delivers to you via email product information, update and upgrade notifications, as well as critical alerts that may require immediate attention. This information helps you get the most out of your CommVault investment by keeping you up to date. For more information visit the URL noted below and update your User Profile for alerting:
https://services.commvault.com/mainadv/profile_editor.asp

5 Support Entitlement and Maintenance Renewals

5.1 Support Entitlement

In order to receive maintenance and support services, including updates and upgrades, Customers must maintain the same level of active maintenance and support on all software licenses within their software configuration. Customers who do not have a maintenance agreement with CommVault will have limited access to technical resources. CommVault will respond on a Time & Material basis with "commercially reasonable effort", only, upon receipt of email acceptance of payment by (Credit Card or Purchase Order) based off of the current billable rates.

Effective Billable Rates (10/01/2012):

Americas/APAC:	$2500USD/AUD/NZD (by customer CommServe location) per incident
EMEA:	€/£1000 per incident

5.1.1 Maintenance Renewals

Maintenance Agreements are renewed on an annual basis. Any changes to a Maintenance agreement must be made in writing. Contract change requests can be submitted via e-mail for the following locations:

US:	servicecontracts@commvault.com
Canada:	servicecontractscan@commvault.com
EMEA:	servicecontractsemea@commvault.com
APJ:	apjservicecontracts@commvault.com

5.1.2 Product Obsolescence

CommVault is committed to providing all customers with one (1) year advanced notification of the obsolescence date of any CommVault product. At the time a product is declared obsolete, CommVault will also notify all customers of any specific maintenance arrangements associated with any products that have been declared obsolete. Customers can view the list of obsolete products on the Web at http://www.commvault.com/product_support.asp

6 Product License Registration

6.1 Product Registration

After a successful installation of CommVault software, the Customer has thirty (30) days to notify CommVault and request a permanent License Key. If the Permanent License Key is not ordered within the 30 day period following installation, the CommVault software will cease to function. This occurs because the License Key used during the new CommVault Pilot deployment was temporary. The following outlines the processes required to request a Permanent License Key:

E-mail prodreg@commvault.com for US and APAC-based Customers, prodreg-canada@commvault.com, or Licensekey@commvault.com for EMEA and India-based customers and provide the following:

- Company Name
- Contact Name with email and phone number
- CommCell-ID – This information can be obtained from the License Administration Window
- License Summary Report
- WINNTHOSTID –8 character Hexadecimal version of the CommServe® IP address. (This information is necessary to ensure the correct IP address is obtained especially if multiple NIC cards are installed in the server)

Alternately, the license activation process may be completed online at the following URL:
https://services.commvault.com/product_registration.asp

If for any reason the received Permanent License Key fails to apply, please check the following:

- If the number of licenses in the license key corresponds to the installed items in the license summary report
- If the WINNTHOSTID output corresponds with the CommServe ID of the license key.

If the above checks do not resolve the issue please contact via email the appropriate license alias listed above with the following information:

- Company Name, Contact Name and Contact info
- CommCell-ID
- License summary report of the licenses used
- Was a pilot key used for installing the software (Y/N)
- Screenshot of the failure message at the moment the Permanent License Key is applied

Global Support and Services Resource Allocation

6.2 Worldwide Regional Locations

CommVault Location	WW HQ	North America	Latin America	APJ	EMEA	China	India
Services	X	X	X	X	X	X	X
Support Center	X	X		X	X	X	
Engineering	X	X					X
Management	X	X	X	X	X	X	X

CommVault's World Wide Headquarters is located in Oceanport, NJ

6.3 Regional Technical Service Managers and Resource Locations

United States
Western Region (AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, WY, Mexico)
Central Region (AR, IA, IL, IN, KS, LA, MI, MN, MO, ND, NE, OK, SD, TX, WI)
Eastern Region (AL, CT, DE, FL, GA, KY, MA, MD, ME, MS, NC, NH, NJ, NY, OH, PA, RI, SC, TN, VA, VT, WV)
Canada
National Capital Region (Ottawa/Hull, Federal Government)
Western Region (British Colombia, Alberta)
Central Region (Ontario, Manitoba, Saskatchewan)
Eastern Region (Quebec, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland)
APAC
(Bangladesh, Bhutan, Brunei, Cambodia, China, India, Indonesia, Japan, Laos, Malaysia, Mongolia, Myanmar, South Korea, Vietnam, Philippines, Republic of Korea, Taiwan, Singapore, Thailand, Australia, New Zealand, Papua New Guinea)
EMEA
FRANCE
SOUTHERN EUROPE, MIDDLE EAST, & AFRICA
UNITED KINGDOM & IRELAND
GERMANY, SWITZERLAND & AUSTRIA
BELGIUM, NETHERLANDS, LUXEMBOURG (BENELUX)
SWEDEN, NORWAY, DENMARK & FINLAND
SPAIN, ITALY, & PORTUGAL
SOUTH AFRICA
MIDDLE EAST

7 Resource Directory

7.1 Department and Contact Information

CommVault Corporate Office	Oceanport, New Jersey 1-732-870-4000
CommVault Technical Support	North America Toll Free # (877) 780-3077 North America Direct Toll# (732) 571-2160 Mexico 01-800-681-1581 Brazil 0-800-892-2288 **EMEA:** Belgium 0800-79392 France 0800-918893 Denmark 8088-9260 Germany 0800-1012330 Ireland 1-800-608178 Israel 1-80-9494177 Italy 0800-782147 Netherlands 0800-0227402 Portugal 800-8-14516 Russia 8-800-100-9423 Saudi Arabia 800-8444077 South Africa 080-09-81256 Spain 0900-991600 Sweden 0200-896316 Switzerland 0800-836023 United Arab Emirates 800-04442334 United Kingdom 0800-9171424 Other EMEA Countries +49-208-468-4650 **APAC:** Australia 1300 368 528 China 400-818-5908 India 1800-425-2951 Japan 0120-938-003 Korea 00-308-13-1763 Malaysia 1-800-813-686 New Zealand 0800 447 342 Singapore 800-101-2206 Thailand 001-800-13-204-2904
Product License Registration	North America/APAC: ProdReg@commvault.com EMEA: Licensekey@commvault.com
Maintenance Advantage	http://www.commvault.com/mainadv.asp
Service Contracts	US: servicecontracts@commvault.com Canada: servicecontractscan@commvault.com EMEA: servicecontractsemea@commvault.com APJ: apjservicecontracts@commvault.com
Training	North America: training@commvault.com EMEA: trainingEMEA@commvaultEMEA.com APJ: RegistrarANZ@commvault.com
Professional Services	US: PSUSA@commvault.com Canada: PSCanada@commvault.com EMEA: PSEMEA@commvault.com APJ: PSAustralia@commvault.com
Account Management Information	Contact Sales Representative
Invoice and Product Questions	Contact Sales Representative

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Modification No. 7 to Letter of Engagement (CFN No. 050687) for legal professional services - City Parkway V, Inc. - Award recommended to: HOLLEY, DRIGGS, WALCH, PUZEY & THOMPSON formerly COTTON, DRIGGS, WALCH, HOLLEY, WOLOSON & THOMPSON ($330,000 - City Parkway V, Inc. Operating Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $330,000
Funding Source: City Parkway V, Inc. Operating Fund
Dept./Division: City Parkway V, Inc.

PURPOSE/BACKGROUND:
On July 2, 2004 City Parkway V, Inc. entered into a letter of engagement for professional, legal environmental related services for the former Union Pacific 61-acre parcel in the amount of $35,000. Subsequent modifications 1 through 5 and the revision to Purchase Order No. 292181 have increased the total amount to $420,000. Modification No. 6 approved an annual amount of $250,000. This modification increases the annual amount of $250,000 by $330,000 for a total annual amount of $580,000. Holley, Driggs, Walch, Puzey & Thompson is located in Las Vegas, Nevada.

PCC: D. Dixon POC: John Cotton - (702) 791-0308

RECOMMENDATION:
That City Council approve the award of Modification No. 7 to Letter of Engagement (CFN No. 050687) for legal professional services to Holley, Driggs, Walch, Puzey & Thompson in the amount of $330,000, bringing the total not-to-exceed annual amount to $580,000. The President of City Parkway V, Inc. is authorized to execute said Modification.

BACKUP DOCUMENTATION:
1. Modification No. 7 to Letter of Engagement (CFN No. 050687)
2. Certificate - Disclosure of Ownership/Principals

Contract No. 050687
Modification No.7

ENGAGEMENT LETTER MODIFICATION NO. 7
Professional Legal Services Relating to Lot 5 Development Matters

THIS MODIFICATION No. 7 is being entered into this _____ day of _____, 2014, by and between the CITY PARKWAY V, INC. ("CP V"), a Nevada non-profit corporation having its principal office at 495 S. Main Street, Las Vegas, Nevada 89101 and HOLLEY, DRIGGS, WALCH, PUZEY & THOMPSON formerly COTTON, DRIGGS, WALCH, HOLLEY, WOLOSON & THOMPSON (the "Firm"), having its principal office at 400 South Fourth Street, Third Floor, Las Vegas, Nevada 89101.

The Engagement Letter between the CP V and the Firm, dated July 2, 2004, with its Modification No. 1 dated August 8, 2005, its Modification No. 2 dated April 28, 2006, its Modification No. 3 dated June 8, 2006, its Modification No. 4 dated September 19, 2007, its Modification No. 5, dated May 4, 2011, its Modification No. 6, dated April 16, 2014 and the revision to purchase order No. 292181 dated February 15, 2012, is hereby modified to add $330,000 to the annual amount of $250,000 for a total not-to-exceed annual amount of $580,000.

In the event of any conflict between the Contract and this Modification, the provisions of Modification No. 7 take precedence. All other contract terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Modification No. 7 to be executed by their duly authorized representatives.

CITY PARKWAY V, INC.

_____
ELIZABETH FRETWELL, President

"CP V"

ATTEST:

_____
SCOTT ADAMS, Secretary

APPROVED AS TO FORM:

Robert S. Sylvain 8-28-14
Date

HOLLEY, DRIGGS, WALCH, PUZEY & THOMPSON

Sec Mg. Sh for NDW LLP
Signature Title

RJ Thompson 8/28/14
Print Name

"Firm"

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract 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 / Subject Matter of Contract**
Name: Holley Driggs Walch Puzey & Thompson	**Services for: Legal Services**
Address: 400 S. 4th Street, 3rd Fl., Las Vegas, NV 89101	
Telephone: 702-791-0308	**Project Number: 050687**
EIN or DUNS : 88-0356668	

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.	Richard F. Holley	400 S. 4th Street, 3rd Fl., Las Vegas, NV 89101	702-791-0308
2.	J. Douglas Driggs, Jr.	400 S. 4th Street, 3rd Fl., Las Vegas, NV 89101	702-791-0308
3.	Dean S. Bennett	400 S. 4th Street, 3rd Fl., Las Vegas, NV 89101	702-791-0308
4.	James W. Puzey	400 S. 4th Street, 3rd Fl., Las Vegas, NV 89101	702-791-0308
5.	Ronald J. Thompson	400 S. 4th Street, 3rd Fl., Las Vegas, NV 89101	702-791-0308
6.	Dennis R. Haney	400 S. 4th Street, 3rd Fl., Las Vegas, NV 89101	702-791-0308
7.	Brian W. Boschee	400 S. 4th Street, 3rd Fl., Las Vegas, NV 89101	702-791-0308
8.	Ogonna M. Atamoh	400 S. 4th Street, 3rd Fl., Las Vegas, NV 89101	702-791-0308
9.	Bryce K. Earl	400 S. 4th Street, 3rd Fl., Las Vegas, NV 89101	702-791-0308
10.	James D. Boyle	400 S. 4th Street, 3rd Fl., Las Vegas, NV 89101	702-791-0308
11.	F. Thomas Edwards	400 S. 4th Street, 3rd Fl., Las Vegas, NV 89101	702-791-0308
12.	Jeffrey R. Albregts	400 S. 4th Street, 3rd Fl., Las Vegas, NV 89101	702-791-0308

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.

D. Gloyer Sec for Howard
Name

8-28-14
Date

Subscribed and sworn to before me this 28th day of August, 2014

Maria Stafilatos
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MARIA STAFILATOS
Appt. No. 06-104158-1
My Appt. Expires Feb. 28, 2018

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:

ABEYANCE ITEM - For possible action to approve a Consent to Assignment of Management Agreement and Estoppel Certificate from CLP Las Vegas Golf, LLC to CF Las Vegas ARCIS, LLC regarding the Las Vegas Municipal Golf Course Management Agreement for the property located at 4300 West Washington Avenue - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:

CLP Las Vegas Golf, LLC, has a leasehold interest to operate the Las Vegas Municipal Golf Course located at 4300 West Washington Avenue. Under that agreement CLP Las Vegas Golf, LLC manages and operates the course while paying the City lease rent. The lease runs through 2045 with renewal options. CLP Las Vegas Golf, LLC has entered into a Purchase and Sale Agreement with CF Las Vegas ARCIS, LLC to sell their interest, rights and obligation under the management agreement. This request requires City approval and consent of the assignment. This item was held in Abeyance from the 8/20/2014 City Council meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Letter Requesting Approval of the Assignment
2. Consent to Assignment of Management Agreement
3. Estoppel Certificate

Lowndes Drosdick Doster Kantor & Reed, P.A.
ATTORNEYS AT LAW

RICHARD E. ENGLEBRIGHT, JR.

richard.englebright@lowndes-law.com
215 North Eola Drive, Orlando, Florida 32801
T: 407-418-6228 | F: 407-843-4444

MERITAS LAW FIRMS WORLDWIDE

June 13, 2014

VIA FEDERAL EXPRESS

Elizabeth N. Fretwell, City Manager
City of Las Vegas
City Hall
495 S. Main Street
Las Vegas, NV 89101
702-229-6501

Re: Las Vegas Municipal Golf Course
Golf Course Management Agreement dated November 5, 1980 by and between City of Las Vegas, Nevada (the "City") and CLP Las Vegas Golf, LLC ("Manager") (as amended and assigned, the "Management Agreement")

Dear Madame:

This firm represents the Manager under the above-referenced Management Agreement pursuant to which the Manager manages that certain golf course commonly known as Las Vegas Municipal Golf Course located at 4300 W. Washington Avenue, Las Vegas, Nevada 89101.

The purpose of this letter is to request the consent of the City to Manager's assignment of its interest in the Management Agreement. Specifically, Manager has entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions dated on or about June 12, 2014 by and between CF Arcis X LLC, a Delaware limited liability company (the "**Purchaser**"), Manager, and certain affiliates of Manager (the "**Purchase Agreement**"). Pursuant to the terms of the Purchase Agreement, Purchaser and Manager have agreed that, among other things, Manager shall sell and assign, and Purchaser shall purchase and assume, Manager's interests, rights, and obligations under the Management Agreement (the "**Assignment**"). At or prior to closing, Purchaser will partially assign its interest in the Purchase Agreement to acquire Manager's interest in the Management Agreement to CF Las Vegas Arcis, LLC, a Delaware limited liability company (the "**Assignee**"), which Assignee is a wholly-owned subsidiary of Purchaser.

Pursuant to Section 9 of the Fifth Amendment to the Management Agreement, prior to the sale and assignment by Manager of its interest in the Management Agreement, Manager is required to obtain the prior written consent of the City. Additionally, Section 9 of the Fifth Amendment to the Management Agreement requires that the Assignee: (i) possesses good moral character; (ii) have adequate financial resources; and (iii) have proven operating experience (the "**Assignee Requirements**").

In satisfaction of the foregoing requirements, enclosed herewith please find an informational package regarding the Purchaser, Assignee and the Assignment, which package includes, among other things, information showing that the Assignee satisfies the Assignee Requirements.

Upon the City's approval of the Assignee and the Assignment, Manager would kindly request that the City provide its written consent to the Assignment. In that regard, enclosed herewith please find for the City's review and approval that certain draft Consent to Assignment of Management Agreement which is set up for execution by the City, Manager, and Assignee (the "**Consent**") and the certain draft Estoppel Certificate which is set up for execution by the City (the "**Estoppel**" or together with the Consent, the "**Consent Documents**").

If the enclosed Consent Documents meet with the City's approval, Manager would request that the City execute four (4) original counter-parts of the Consent and execute four (4) originals of the Estoppel and return the original executed Consents and Estoppels to our offices at 215 North Eola Drive, Orlando, Florida 32801. Once the Consent is fully executed by Manager and Assignee at the closing, an original of the fully executed Consent will be provided to the City.

Should you have any questions regarding the foregoing or need any further information regarding the Assignment, Purchaser, or Assignee, please do not hesitate to contact the undersigned at (407) 418-6228 or by email at richard.englebright@lowndes-law.com. Alternatively, if you cannot reach me, please feel free to contact my colleagues, Ormend Yeilding at (407) 418-6471 or by email at ormend.yeilding@lowndes-law.com or Allison Ramirez at (407) 418-6311 or by email at allison.ramirez@lowndes-law.com.

Sincerely,

Richard E. Englebright, Jr.

REE/jr
Enclosures

Key Leaders

Blake S. Walker

Mr. Walker is the CEO and Managing Partner of Arcis Equity Partners, LLC. He has been involved in all phases of the firm's development since its founding in April 2013. In his current role, Mr. Walker is primarily responsible for overseeing the strategic development and execution of daily operations. Prior to founding Arcis, Mr. Walker was the Chief Investment and Development Officer at ClubCorp. He was responsible for all domestic and international business development including club mergers, acquisitions and real estate development. Mr. Walker returned to ClubCorp in 2010 after serving as a Co-Founder and CEO of Pegasus Golf Partners, LLC (a large multi-course owner and operator of golf assets). Prior to his time at Pegasus, Mr. Walker served as ClubCorp's Senior Vice President of Acquisitions, where his responsibilities included golf and resort acquisitions, strategic planning and the raising of equity capital. Mr. Walker's past experience in the industry also includes serving as Director of Acquisitions at KSL Fairways, making leveraged investments in under-performing, mismanaged and under-capitalized situations within the golf and resort sector.

Mr. Walker holds a B.A. from Southern Methodist University in Dallas and currently serves as an advisory board member at the SMU Cox School of Business, and is a member of the Young Presidents' Organization.

Andrew R. Crosson

Mr. Crosson is a Senior Vice President of Acquisitions at Arcis. His role within the investment team is predominantly focused on sourcing and negotiating acquisition opportunities. Prior to joining Arcis, Mr. Crosson spent 25 years as a Founding Partner and Executive Vice President at both Cobblestone and Heritage Golf Group. During this time period, he completed over $700M of golf investments. Mr. Crosson has a B.S. from the University of Utah.

David H. Lampe

Mr. Lampe is a Vice President of Acquisitions at Arcis. He is responsible for underwriting potential debt and equity investments, asset management, and sourcing. Prior to joining Arcis, Mr. Lampe was a Vice President with ClubCorp. While there, he specialized in underwriting new acquisition opportunities and capital projects. Previously, Mr. Lampe served as a Vice President with Pegasus Golf Partners, Director at Intrawest Corporation's Golf and Lodging Group, and Senior Consultant within Ernst and Young's Real Estate Advisory Group. Mr. Lampe holds both a B.B.A. and a B.A. from Southern Methodist University.

Robert J. Larkin

Mr. Larkin is a Vice President of Asset Management at Arcis. He has extensive experience in multi-course operations and asset management. Since joining Arcis, Mr. Larkin has been involved in the

daily oversight and asset management of Arcis' existing golf portfolio. Prior to his current role, Mr. Larkin served as a Senior Regional Manager at ClubCorp and Vice President at Pegasus. In both roles, he was responsible for the repositioning, integration, and asset management of golf and country clubs.

Charles D. Howe

Mr. Howe is a Vice President of Operations at Arcis. His role within the operations team is to ensure the effective operational integration of new acquisitions. Mr. Howe has a broad operational and asset management background. In his over 20-year career, he has served in a variety of leadership roles operationally both at KSL Resorts (collectively, 12 years at La Costa Resort and Spa, Doral Golf Resort and Spa, and La Quinta Resort and Club) and ClubCorp (6 years in multi-site operations). Mr. Howe holds a B.A. from Heidelberg University.

Patrick M. Damer

Mr. Damer is a Director of Membership and Sales at Arcis. Mr. Damer's current role includes the creation and implementation of all sales and membership programming. Prior to joining Arcis, he served in both a multi-course operations and sales capacity at ClubCorp and Pegasus, respectively. Mr. Damer has a B.S. from Michigan State University.

CONSENT TO ASSIGNMENT OF MANAGEMENT AGREEMENT

THIS CONSENT TO ASSIGNMENT OF MANAGEMENT AGREEMENT (this "Agreement") is entered into as of this ___ day of _____, 2014, by and among the CITY OF LAS VEGAS, NEVADA (the "City"), CLP LAS VEGAS GOLF, LLC, a Delaware limited liability company ("Existing Manager"), and CF LAS VEGAS ARCIS, LLC, a Delaware limited liability company ("New Manager"). This Agreement shall not take effect until the consummation of the transactions contemplated hereby but will become automatically effective upon the occurrence of the Closing (defined below).

RECITALS:

A. City and Existing Manager are parties to that certain Golf Course Management Agreement dated as of November 5, 1980 (as amended and assigned pursuant to the documents listed on Exhibit A attached hereto, the "Management Agreement"), relating to the golf course property known as Las Vegas Municipal Golf Course and more particularly described in the Management Agreement (the "Golf Course");

B. Existing Manager and New Manager have entered into a contract pursuant to which Existing Manager has agreed to sell and assign to New Manager all of its interests in the Management Agreement;

C. Upon assignment by Existing Manager of all of Existing Manager's right, title and interest in and to the Management Agreement to New Manager, New Manager shall become obligated to perform all of the obligations of the "Manager" under the Management Agreement (but only to the extent first accruing from and after the Closing date of the assignment); and

D. New Manager desires City's consent to the foregoing, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises, and the undertakings of the parties under the Management Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereto hereby acknowledge, the parties agree as follows:

1. City consents to the assignment of all of the interests of Existing Manager to New Manager and to the succession by New Manager to all of the interests of Existing Manager in, to and under the Management Agreement.

2. City confirms that all conditions under the Management Agreement to the assignment of the interests of Existing Manager to New Manager, other than the occurrence of the closing of the transaction giving rise to the assignment (the "Closing"), have been satisfied or waived.

3. City and Existing Manager confirm that (i) Exhibit A attached hereto sets forth a complete list of documents that make up the Management Agreement, (ii) the Management Agreement represents the entire agreement between Existing Manager and City with respect to

the Golf Course and (iii) the Management Agreement is in full force and effect and has not been assigned, modified, supplemented or amended in any way except as described on said Exhibit A.

4. Following the assignment of the interests of Existing Manager to New Manager, New Manager shall be the Manager under the Management Agreement and Existing Manager shall be released from and shall have no further liability to City with respect to the obligations of Manager thereunder to the extent first accruing from and after the Closing.

5. Prior to the Closing, City agrees to provide New Manager with copies of all notices that it delivers to the Existing Manager pursuant to the terms and provisions of the Management Agreement. In the event of a default by Existing Manager or any other party under the Management Agreement, City shall give prompt written notice to New Manager. All notices, requests and other communications to New Manager shall be in writing and shall be given to New Manager at its address set forth below or such other address as such party may hereafter specify for the purpose of notice in accordance with the terms of the Management Agreement.

New Manager: CF LAS VEGAS ARCIS, LLC
c/o CF Arcis X LLC
5221 N. O'Conner Blvd., Suite 700
Irving, Texas 75039
Attention: Blake S. Walker, James K. Noble and Randy Brown
Telecopy No.: (972) 532-4301

With a copy to: Jeffrey W. Giese, Esq.
Hunton & Williams LLP
1445 Ross Avenue, Suite 3700
Dallas, Texas 75202
Telephone No.: (214) 468-3328
Email: jgiese@hunton.com

The addresses set forth above may be changed by delivering to the other parties at least thirty (30) calendar days' written notice as to such change of address.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned City has caused this Agreement to be executed on its behalf by its duly authorized representative on the date first set forth hereinabove, to be effective upon the occurrence of the Closing.

CITY:

CITY OF LAS VEGAS, NEVADA

By:_____
Name: _____
Title: _____

ATTEST:

_____
_____, CMC, City Clerk

Approved as to form:

John S. Ridilla 7/16/14
Date

John S. Ridilla
Deputy City Attorney

[signatures continue on next page]

EXISTING MANAGER:

CLP LAS VEGAS GOLF, LLC, a Delaware limited liability company

By:_____
Name:_____
Title:_____

[signatures continue on next page]

NEW MANAGER:

CF LAS VEGAS ARCIS, LLC, a Delaware limited liability company

By:_____
Name:_____
Title:_____

EXHIBIT A

MANAGEMENT AGREEMENT

1. Golf Course Management Agreement dated November 8, 1980 by and between the City of Las Vegas and Colbert-Folger Golf Enterprises, Inc.

2. Amendment to Management Agreement dated August 3, 1983 by and between the City of Las Vegas and Colbert-Folger Golf Enterprises, Inc., now Jim Colbert Golf, Inc.

3. Second Amendment to Municipal Golf Course Management Agreement dated July 3, 1991 by and between the City of Las Vegas and Colbert-Folger Golf Enterprises, Inc., now Jim Colbert Golf, Inc.

4. Third Amendment to Municipal Golf Course Management Agreement dated April 15, 1992 by and between the City of Las Vegas and Colbert-Folger Golf Enterprises, Inc., now Jim Colbert Golf, Inc.

5. Fourth Amendment to Municipal Golf Course Management Agreement dated April 21, 1993 by and between the City of Las Vegas and Colbert-Folger Golf Enterprises, Inc., now Jim Colbert Golf, Inc.

6. Fifth Amendment to the Municipal Golf Course Management Agreement dated November 24, 1997 by and between City of Las Vegas and Golf Enterprises, Inc.

7. Sixth Amendment to the Municipal Golf Course Management Agreement dated April 26, 1999 by and between City of Las Vegas and Golf Enterprises, Inc.

8. Assignment of Lease dated May 26, 1999 from Golf Enterprises, Inc. to Las Vegas Golf Club Joint Venture.

9. Letter of consent to assignment of lease from Golf Enterprises, Inc. to Las Vegas Golf Club Joint Venture dated May 26, 1999 from the City of Las Vegas.

10. Consent to Reorganization of Manager and Recognition of Submanagement Agreement dated March 5, 2008 by and between City of Las Vegas, Las Vegas Golf Club Joint Venture, CLP Las Vegas Golf, LLC, successor by name change to CNL Income EAGL Las Vegas, LLC, and Evergreen Alliance Golf Limited, L.P.

ESTOPPEL CERTIFICATE

Las Vegas Municipal Golf Course, Las Vegas, Nevada

_____, 2014

TO:

CLP LAS VEGAS GOLF, LLC
c/o CNL Lifestyle Properties, Inc.
450 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attention: Chief Financial Officer and General Counsel

CF LAS VEGAS ARCIS, LLC
c/o CF Arcis X LLC
5221 N. O'Conner Blvd., Suite 700
Irving, Texas 75039
Attention: Blake S. Walker, James K. Noble
and Randy Brown
Telecopy No.: (972) 532-4301

Re: The documents described in the attached Exhibit A (collectively, the "Management Agreement").

Gentlemen:

The undersigned, being the authorized representative of the City of Las Vegas, Nevada (the "City"), with the intent that the City shall be legally bound, hereby certifies to you and agrees as follows:

1. The City is the owner of the fee simple estate of all of the land underlying the golf course property known as the Las Vegas Municipal Golf Course, as more fully described in the Management Agreement (the "Premises").

2. The Management Agreement represents the entire agreement between the City and CLP Las Vegas Golf, LLC, a Delaware limited liability company (the "Manager") with respect to the Premises and there do not exist any other agreements between Manager and the City concerning the Premises, whether oral or written. The Management Agreement is in full force and effect and has not been assigned, modified, supplemented or amended in any way except as described on Exhibit A attached to this certificate.

3. Manager is not in default in the payment of any sums due and owing to City under the Management Agreement. Manager has not paid any sums due under the Management Agreement more than thirty (30) days in advance of the date due under the Management Agreement.

4. There are no payments currently due and payable under the Management Agreement. The next payment due under the Management Agreement is due on or before April 1, 2015 at the rates set forth therein.

5. To the City's knowledge, Manager is not in default in the performance of any obligation of Manager under the Management Agreement. Except for the agreements and other documents referred to herein (the "Management Agreement Related Documents"), there are no other agreements or undertakings by the Manager to the City relating to the Management Agreement or the Premises and there are no documents under which any of Manager's obligations under the Management Agreement and/or Management Agreement Related Documents have been altered or waived by the City. Manager is not in default of, and Manager has performed to the City's satisfaction any and all conditions or obligations to be performed on or prior to the date hereof, under the Management Agreement and/or Management Agreement Related Documents. Neither the City nor, to the City's knowledge, Manager has acted or failed to act in a manner which, with notice or the passage of time, or both, could result in a default under the Management Agreement.

6. The term of the Management Agreement commenced January 1, 1981 and expires December 31, 2045, subject to any rights to renew or extend that are described in the Management Agreement.

7. Except as expressly provided in the Management Agreement, Manager has not granted the City any lien or security interest in any assets of Manager, including without limitation, Manager's accounts receivable or Manager's furniture, fixture equipment or other personal property located on the Premises, whether now owned or hereafter acquired.

8. The City has not assigned, transferred or pledged all or any part of its interest under the Management Agreement to any other person or entity. The City has the capacity, power and authority to issue this letter without the consent of any person or entity that has not been obtained or that does not remain in effect. This letter is binding against the City and may be relied on by the addressees hereof and their lenders.

9. All construction, improvements, alterations, or additions, if any, to the Premises required under the Management Agreement have been fully completed in accordance with the terms of the Management Agreement. The City provides water to the Premises in connection with the Management Agreement.

10. The City's address for notice is:

City Manager
City of Las Vegas
495 S. Main Street
Las Vegas, NV 89101

11. The City acknowledges that all of the interests of Manager under the Management Agreement are being assigned by Manager to CF Las Vegas Arcis, LLC, a Delaware limited liability company ("New Manager").

12. This letter is issued with the intent that the Manager, New Manager and New Manager's lenders may rely hereon in taking an assignment of the Management Agreement.

Sincerely yours,

CITY OF LAS VEGAS, NEVADA

By:_____
Name: _____
Title: _____

ATTEST:

_____
_____, CMC,
City Clerk

Approved as to form:

John S. Ridilla
Date: 7/14, 2014

John S. Ridilla
Deputy City Attorney

EXHIBIT A

MANAGEMENT AGREEMENT

1. Golf Course Management Agreement dated November 8, 1980 by and between the City of Las Vegas and Colbert-Folger Golf Enterprises, Inc.

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8. Assignment of Lease dated May 26, 1999 from Golf Enterprises, Inc. to Las Vegas Golf Club Joint Venture.

9. Letter of consent to assignment of the Management Agreement from Golf Enterprises, Inc. to Las Vegas Golf Club Joint Venture dated May 26, 1999 from the City of Las Vegas.

10. Consent to Reorganization of Manager and Recognition of Submanagement Agreement dated March 5, 2008 by and between City of Las Vegas, Las Vegas Golf Club Joint Venture, CLP Las Vegas Golf, LLC, successor by name change to CNL Income EAGL Las Vegas, LLC, and Evergreen Alliance Golf Limited, L.P.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a License Agreement between the City of Las Vegas and the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Reno Nevada Bureau of Mines and Geology for global positioning system (GPS) equipment located at 4747 North Rainbow Boulevard commonly referred to as Fire Station 9 - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Nevada Bureau of Mines and Geology (NBMG) previously installed GPS equipment located at 4747 North Rainbow Boulevard as part of a project funded by the National Aeronautics and Space Administration (NASA). The agreement is due to expire. NBMG desires to extend the term and enter into a new License Agreement with the City to grant NBMG a license to enter a portion of the rooftop at Fire Station 9 for maintenance and repair of the GPS equipment and antenna that was installed as part of the project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
License Agreement

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("*Agreement*") is made this _____ day of _____, 2014, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("*City*") and the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Reno Nevada Bureau of Mines and Geology ("*NBMG*"). The City and NBMG are individually or collectively referred to herein as the "*Party*" or "*Parties*".

RECITALS

WHEREAS, the City is the owner Assessor's Parcel Number ("*APN*") 138-03-510-006 with an address of 4747 North Rainbow Boulevard, Las Vegas, Nevada, commonly known as City Fire Station No. 9 ("*Property*"). A Site Plan of the Property is attached hereto as Exhibit "A" and incorporated herein by this reference;

WHEREAS, NBMG desires to enter into this Agreement to use a portion of the Property, legally described and attached hereto as Exhibit "B" and incorporated herein by this reference; and

WHEREAS, NBMG has previously installed global positioning system ("*GPS*") equipment at the Property as part of a project funded by the National Aeronautics and Space Administration ("*NASA*") ("*Project*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. LICENSE: The City hereby grants to NBMG a license to enter a portion of the rooftop location at the Property for the GPS equipment and antenna, maintenance and repair that is being installed as part of the Project. The Project is further depicted in Exhibit "C" attached hereto and incorporated herein by this reference.

2. TERM: The term shall be for a period of five (5) years beginning on the date first above written. This Agreement may be terminated with or without cause by either Party after providing the other Party sixty (60) days advance written notice of its intent to terminate.

3. FEES: Throughout the term of this Agreement, NBMG shall pay the City a fee of One Dollar and No Cents ($1.00) per month.

4. NATURE OF LICENSE: This Agreement shall not be deemed to transfer any real property interest of the City in or to NBMG.

5. ENTRY: NBMG shall have the right to enter the Property upon twenty-four (24) hour prior notification to the City; however, this right shall be subject to reasonable limitations based on the needs of the City's Fire Station No. 9.

6. MAINTENANCE AND INSPECTION: NBMG shall be solely responsible for the maintenance of NBGM's Equipment. NBMG's maintenance shall include, without limitation, trash removal from the License Area, removal of graffiti from NBMG's Equipment and necessary repairs to NBMG's equipment. The City and its employees and agents may enter and inspect the License Area at any time and from time to time at reasonable times to verify NBMG's compliance with the terms and conditions of this License.

7. UTILITIES: The City agrees to pay for the power supplied to the GPS equipment and antenna. NBMG agrees to pay all other utilities supplied to the GPS equipment and antenna, including but not limited to: telephone and/or commercial digital subscriber line(s).

8. SURRENDER AND WASTE: NBMG promises to quit and surrender the Property to the City at the end of the term, in as good order and condition (reasonable wear and tear thereof and damage by the elements excepted), as the same are now; not to make or suffer any waste thereof; not to assign this Agreement, or sublease the portion, or permit any other person to occupy or improve the same; and not make or suffer to be made, any alteration thereon without the prior written consent of the City.

9. EQUIPMENT OWNERSHIP: The Parties agree the GPS equipment and antenna are, and shall remain, in the possession of NBMG, and shall be removed by NBMG, at its expense, at the termination of this Agreement.

10. NOTICES: Any notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) if delivered by hand and receipted for by the Party addressee, on the date of such receipt, or (ii) if mailed by domestic certified or registered mail with postage prepaid, on the third business day after the date postmarked. Notices shall be sent or delivered to the Parties and addresses listed below:

City:	Attn: Real Estate Administrator
	City of Las Vegas
	333 N. Rancho Drive, 8th Floor
	Las Vegas, NV 89106
	Phone: (702) 229-1021
with copy to Fire Station No. 9:	Attn: Fire Station No. 9 Chief
	City of Las Vegas Fire & Rescue
	4747 N. Rainbow Blvd.
	Las Vegas, NV 89108
	Phone: (702) 383-2888
NBMG:	University of Nevada Reno
	Nevada Bureau of Mines and Geology
	Mail Stop 178
	Reno, NV 89557-0088
	Phone: (775) 784-1939

11. GOVERNING LAW /VENUE: Any litigation related to this Agreement 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.

12. ENTIRE AGREEMENT: The foregoing represents the entire Agreement between the Parties and no verbal statements made by any party are a part hereof unless incorporated in writing. In the event either Party shall file any legal action to enforce this Agreement, each Party shall bear its own costs and attorney's fees.

13. SUCCESSORS AND ASSIGNS: All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, personal representatives, successors and assigns.

14. ASSIGNMENT: Neither Party shall assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other Party.

15. MERGER OF PRIOR AGREEMENTS: This Agreement (including the exhibits hereto) constitutes the final and only agreement between the Parties with respect to this Agreement and supersedes all prior and contemporaneous agreements and understandings between the Parties hereto relating to the subject matter hereof.

16. PARAGRAPH HEADINGS: The paragraph headings, which appear herein, are for convenience and reference only and shall not be construed as defining, limiting or extending the scope or intent of the paragraphs to which they pertain.

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

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

19. INDEMNIFICATION: Subject to NRS Chapter 41 limitations, each Party hereby agrees to protect, indemnify, and hold the other Party, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the other Party, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the other Party, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the other Party or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the other Party, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

20. MODIFICATIONS OR AMENDMENTS: This Agreement may not be amended or modified except by a written instrument executed by the Parties hereto.

Upon approval of this Agreement by the City of Las Vegas City Council and after it has been fully executed by signature of all Parties, the City designates staff of the Real Estate Division of the City of Las Vegas who shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term and extended term of this Agreement such as amendments, filing and recording of appropriate document with the Clark County Recorder's Office or the Clark County Tax Assessors Office, and recordings and filing with the City Clerk's Office.

[*Signatures on Following Pages*]

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

CITY OF LAS VEGAS
"City"

By: _____
Carolyn G. Goodman, Mayor

Attest:

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form:

By: John S. Ridilla 8/4/14
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

[*Signatures Continued on Next Page*]

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO, NEVADA BUREAU OF MINES AND GEOLOGY "NBMG"

By: _____

Name: Jeffrey S. Thompson

Title: Dean, College of Science

By: _____

Name: Cornelis Kreemer

Title: Research Professor, Nevada Bureau of Mines and Geology

By: _____ 8/14/2014
DATE

Name: Thomas L. Judy

Title: Associate Vice President, Business and Finance

EXHIBIT "A"

Site Map

EXHIBIT "A"

SITE MAP

Fire Station 9
4747 N. Rainbow Blvd.

N

Prepared by the City of Las Vegas
Real Estate Section
6.10.14

EXHIBIT "B"

Assessor's Description

BRIDLE PATH EST
PLAT BOOK 6 PAGE 99
LOT 24 BLOCK 2

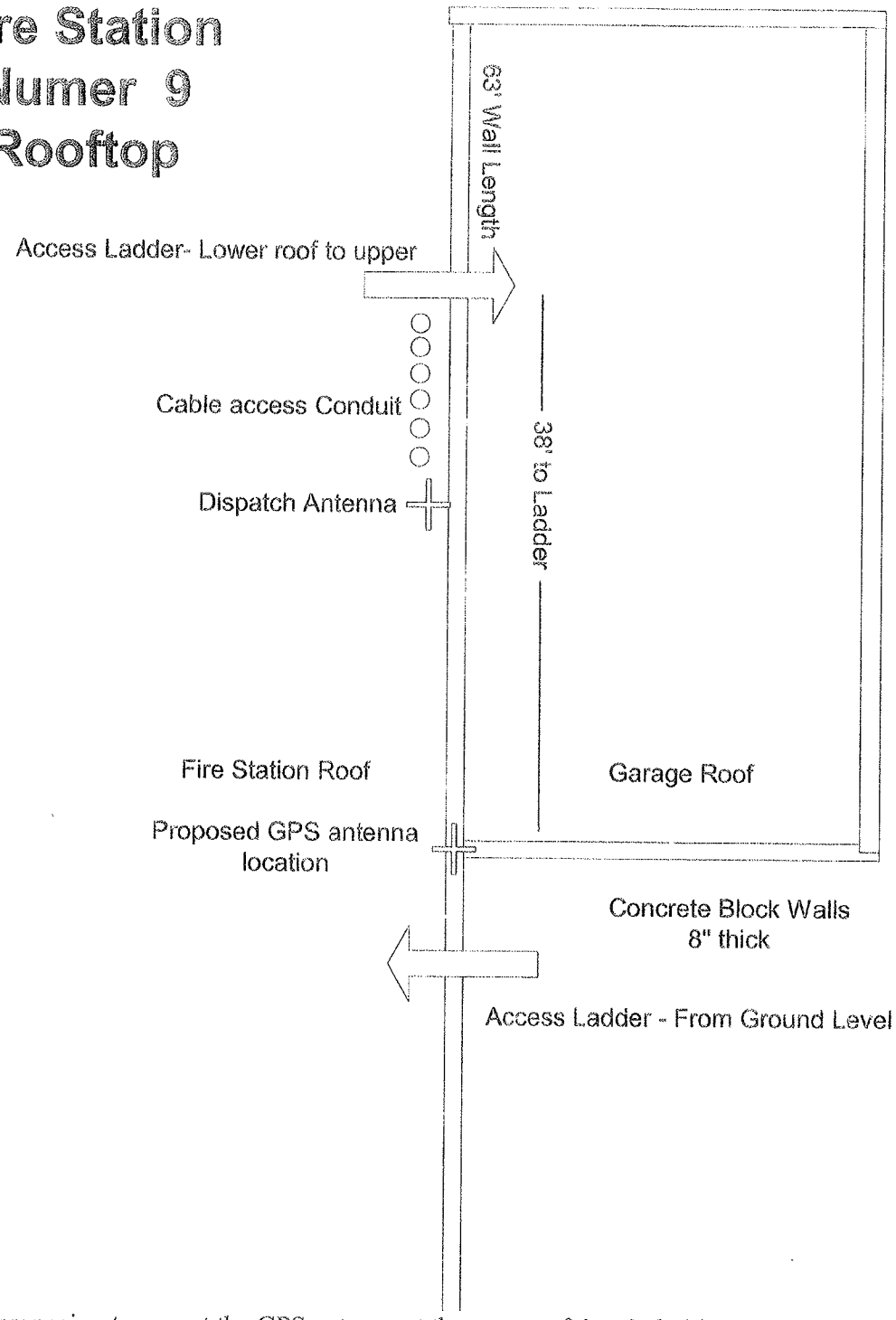
M.D.B.&M., Clark County, Nevada

EXHIBIT "C"

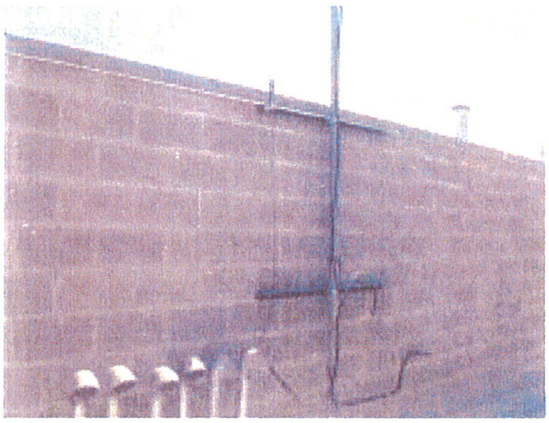
Project Specifications

EXHIBIT "C"

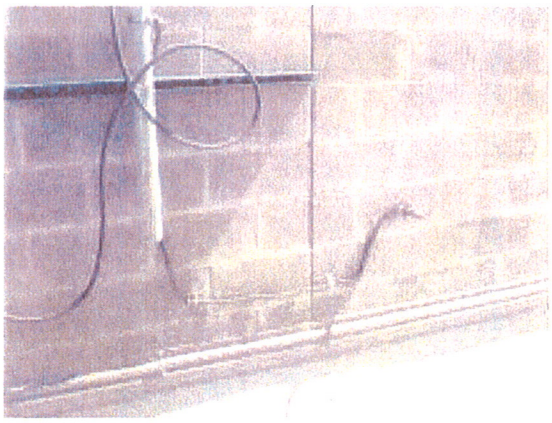
Las Vegas Fire Station Numer 9 Rooftop



We are proposing to mount the GPS antenna at the corner of the cinderblock wall, furthest from the fire station broadcast antenna. Based on the existing GPS timing antenna, this will require an antenna run length of approximately 100 feet.

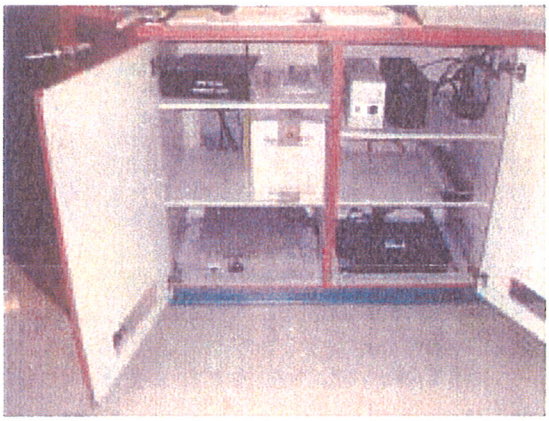


Picture 3 - Existing GPS timing antenna



Picture 4 - Ground

Already mounted to the wall is a GPS timing antenna *(Picture 3)*, which was installed by another department at UNR for a seismic sensor. It is our intention to utilize the existing conduit access and equipment cabinet. The run of cable from the GPS timing antenna to the equipment cabinet is 75'.



Picture 5 – PC cabinet

The conduit access from the roof leads to the back wall of this cabinet *(Picture 5)*. AC power is available and there is potential for a phone line or Internet access. Moving the 2 UPS units and removing the second shelf on the right, will give an area of approximately 22" wide by 29" high for a computer to be housed.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Lease Termination Agreement and Bill of Sale between the City of Las Vegas (City) and MetroPCS Nevada, LLC for the termination of lease and the transfer of ownership to the City of the leasehold improvements made to the property for a wireless communications system located at 101 North Pavilion Center Drive, commonly known as Veterans Memorial Ball Fields - Ward 2 (Beers)

Fiscal Impact

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

PURPOSE/BACKGROUND:
MetroPCS Nevada, LLC (MetroPCS) desires to terminate the lease and transfer ownership of the leasehold improvements made to the property. MetroPCS will remove all of its equipment from the premises and restore the site per the lease requirements with the exception to the Tower. MetroPCS will convey the Tower to the City as this Tower is an existing ball field light standard.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Lease Termination Agreement

Metro PCS Site Name: Leisure Services Center
MetroPCS Site No. VGS053
Metro PCS Site Market: Las Vegas

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (the "**Agreement**") by and between City of Las Vegas, a municipal corporation of the State of Nevada ("**Lessor**") and MetroPCS Nevada, LLC, a Delaware limited liability company ("**Lessee**") is entered into as of the date upon which the last party signs this Agreement ("**Effective Date**") with respect to that certain License Agreement/Cell Tower – Pavilion Center between Lessor and Lessee dated on or about February 18, 2009, as the same may have been amended from time to time (collectively, the "**Lease**") concerning certain real property located at 101 South Pavilion Center, Las Vegas, NV and more particularly described on Exhibit A (the "**Property**"). Each of the Lessor and Lessee may be referred to as a "**Party**" and collectively the two may be referred to as the "**Parties**".

WHEREAS, the Parties desire to (i) terminate the Lease, and (ii) provide for the surrender of the leased premises and transfer ownership of the leasehold improvements made to the Property by Lessee on the terms and conditions set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties, agree as follows:

Article 1. Incorporation

1.01 Incorporation. This Agreement is incorporated into and forms a part of the Lease described above. A description of the Property is attached hereto as Exhibit A. In the event of any inconsistencies between the Lease and this Agreement, the relevant term contained in this Agreement shall control.

Article 2. Termination and Mutual Release

2.01 Lease Termination and Mutual Release. As of the later of (x) August 31, 2014 or (y) the last day of the month in which Lessee commences Lessee's Surrender Work (the "Lease Termination Date"), the Parties agree that:

(i) the Lease is automatically terminated, without the need for any further documentation or other action;

(ii) Lessor acknowledges that, as of the date of Effective Date, all amounts owed to date have been paid by Lessee and that no further fees or other costs are payable with respect to the Lease;

(iii) Lessor is entitled to rent pursuant to the Lease until the Lease Termination Date;

(iv) each Party will execute any documentation as reasonably requested to evidence the transaction contemplated herein;

(v) except as expressly set forth in this Agreement, neither Party shall have any further obligation to the other Party pursuant to the Lease, including, but not limited to, any obligations, indemnification or other liability notwithstanding any language to the contrary

contained in the Lease. This paragraph applies to any Lease provision which may have otherwise survived termination of the Lease; and

(vi) Lessor releases, discharges and waives any claims known or unknown, against Lessee, its successor, assigns, parent, subsidiaries, affiliates, shareholders, officers or directors, arising out of or in any way connected with the Lease and the Surrender Work, and Lessee releases, discharges and waives any claims, known or unknown, against the Lessor, its successors, assigns, officers or directors, arising out of or in any way connected with the Lease and the Surrender Work.

2.02 Bond Release. Lessor will take any action necessary to cause any bonds delivered by Lessee to Lessor or any third party under the Lease, if any, to be released in full. In any event, Lessee is entitled to terminate any bond required pursuant to the Lease.

2.03 Security Deposit. Promptly following execution of this Agreement, Lessor will notify Lessee of any security deposit and other funds held by Lessor. Lessor may (i) refund the security deposit and any other funds to Lessee within 30 days after the Effective Date, or (ii) or agrees that the security deposit may be set off or deducted from any payments owed to Lessor.

Article 3. Equipment and Surrender Obligations

3.01 Surrender Obligations and Transfer of Title: Notwithstanding anything to the contrary, Lessor agrees that Lessee will surrender the leased premises in as-is condition. Lessee shall remove the equipment and perform the work listed on Exhibit B attached hereto (collectively, "**Lessee's Surrender Work**"). Lessee will leave in place and convey to Lessor all other equipment, leasehold improvements and other related improvements as the same may have been installed or constructed on Lessor's property. All equipment and other improvements are automatically transferred to Lessor on an "*as is*" basis as of the date this Agreement is terminated in accordance with Section 2.01 (i). Concurrently with execution of this Agreement, the Parties shall execute and deliver a Bill of Sale in the form attached hereto as Exhibit C (the "**Bill of Sale**").

3.02 Cooperation and Access. Lessor agrees to (i) fully cooperate with Lessee with respect to any necessary actions, including, but not limited to obtaining any required permits or other jurisdictional approvals, and (ii) to provide access sufficient for Lessee to perform Lessee's Surrender Work and any related actions, including, but not limited to inspections. Lessee shall have the right of access to the Property twenty four (24) hours a day, seven (7) days per week, at no additional charge to Lessee. The Surrender Work will need to be coordinated with our Leisure Department so as not to impact park operations (i.e. the lights may need to shut off while Surrender Work is taking place). Contact Robin Yoakum, Real Estate Administrator, at least 72 hours prior to removal so that we can coordinate with our Parks/Leisure staff.

Article 4. Miscellaneous

4.01. Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

4.02. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or

invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

4.03 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Party.

4.04. Amendment and Waiver. Any provision of this Agreement or Exhibits may be amended or waived only in a writing signed by Lessor and Lessee. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

4.05. Complete Agreement. This Agreement and the documents referred to herein contain the complete agreement between the Parties hereto and supersede any prior understandings, agreements or representations by or between the Parties, written or oral, which may have related to the subject matter hereof in any way.

4.06. Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts (including by means of facsimile and e-mailed signature pages), any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same legally valid instrument. Signed facsimile and electronic copies of this Agreement shall legally bind the Parties to the same extent as original documents.

4.07. Notices. All notices, requests, demands and other communications hereunder shall be in writing and are deemed effective when received, and shall be sent by a nationally recognized courier service or mailed by registered or certified mail, return receipt requested and addressed to the addresses of the parties set forth below.

4.08. Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located without giving effect to any choice or conflict of law provision or rule (whether of that state or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the laws of such State.

4.09. Consents. Lessor has full right, power and authority and has obtained all necessary consents to execute this Agreement.

4.10. Confidentiality. The Parties shall not, as required by law, publicize or disclose to any person any term of this Agreement.

SIGNATURE PAGE TO FOLLOW

Metro PCS Site Name: Leisure Services Center
MetroPCS Site No. VGS053
Metro PCS Site Market: Las Vegas

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by an authorized representative as of the date and year written below. The Effective Date of this Agreement is the date last written below.

MetroPCS Nevada, LLC,
a Delaware limited liability company

By: James B. Walther

Name: James B. Walther

Title: Director, Eng. Network Ops.

Date: 8/19/2014

City of Las Vegas,
a municipal corporation of the state of Nevada

By: _____

Name: _____

Title: _____

Date: _____

Lessee's Address for Notices:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, WA 98006
Attn.: Property Management / MetroPCS DEC
Site No. VGS053

Lessor's Address for Notices:

City of Las Vegas
c/o Real Estate
333 North Rancho Drive
Las Vegas, NV 89106

Approved as to form

John S. Ridilla 8/21/14

John S. Ridilla Date
Deputy City Attorney

NOTARIZED LESSOR SIGNATURE

State of _____

County of _____

On _____ before me, _____, personally appeared, _____

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

I certify under penalty of perjury under the laws of the State set forth above that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Area for Notary Seal)

Metro PCS Site Name: Leisure Services Center
MetroPCS Site No. VGS053
Metro PCS Site Market: Las Vegas

Exhibit A

Legal Description

The Property is legally described as followed or attached:

THOSE PORTIONS OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 35; THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 26; THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 25 AND THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 36 ALL LOCATED WITHIN TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M. DESCRIBED AS FOLLOWS:

LOT 3 AS SHOWN ON FILE 85 OF PARCEL MAPS, PAGE 97, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

and otherwise known as: 101 S. Pavilion Center Drive, Las Vegas, NV 89144

APN: 137-35-501-004

Exhibit B
Lessee's Surrender Work

Lessee shall remove the following items from the Property:

1. **Engineer specified radios**
2. **Batteries**
3. **Equipment cabinets and mounting hardware**
4. **Antennas and mounting hardware**
5. **Coax and related hardware**
6. **Any fuel cell, generator or other material that may contain a registration number.**

***MetroPCS will remove all of its equipment from this site and restore the site per the lease requirements with the exception to the Tower and brick wall structure on the ground. The City of Las Vegas will retain these items.**

Lessee, at its option, has the right to remove items related to the above listed items.

Metro PCS Site Name: Leisure Services Center
MetroPCS Site No. VGS053
Metro PCS Site Market: Las Vegas

Exhibit C

BILL OF SALE

This ***Bill of Sale*** is effective as of the date of the Lease termination as set forth in the Termination Agreement executed concurrently with this document.

WHEREAS, Buyer, as Lessor, and Seller, as Lessee, entered into a Lease Termination Agreement (the "Agreement") pursuant to which Buyer agreed to acquire from Seller equipment and certain associated assets previously used by Seller in the operation of a wireless cell site (the "Assets"). Capitalized terms used herein, but not otherwise defined, shall have the meaning given in the Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, Buyer and Seller hereby agree as follows:

1. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer and its successors and assigns all of Seller's rights, title and interest in and to the Assets remaining at or relating to the property and facilities that were the subject of the Lease between Buyer and Seller. Buyer certifies that it accepts title to all equipment and items not removed by Seller.

2. Seller hereby warrants and represents that the Assets are conveyed free and clear of all liens, encumbrances and security interests. The Assets are transferred "AS IS," "WHERE IS," "WITHOUT RECOURSE" and "WITH ALL FAULTS." SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY TO BUYER AS TO THE QUALITY, CHARACTER, OR CONDITION OF THE ASSETS, OR AS TO THEIR FITNESS FOR ANY PURPOSE.

3. This Bill of Sale will be binding upon, and will inure to the benefit of, Buyer and Seller and their respective successors and assigns, forever, subject to the terms and conditions of the Agreement.

4. This Bill of Sale may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

5. The Assets are hereby accepted by and on behalf of Buyer in accordance with the foregoing.

IN WITNESS WHEREOF, each party has caused this Bill of Sale to be duly executed and delivered in its name and on its behalf by an authorized representative, as of the date written below.

Lessor:

City of Las Vegas,
a municipal corporation of the state of Nevada

Signature: _____

Name: _____

Date: _____

Approved as to form

John S. Ridilla 8/21/14
John S. Ridilla Date
Deputy City Attorney

Lessee:

MetroPCS Nevada, LLC,
a Delaware limited liability company

Signature: James B. Walther

Name: James B. Walther

Date: 8/19/2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Fourth Amendment to Restated Management Agreement between the City of Las Vegas and Angel Park Golf, LLC to modify the current insurance coverage for the Management Agreement located at the Angel Park Golf Course, 100 South Rampart Boulevard - Ward 2 (Beers)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City is requiring a modification to the current insurance language to the Restated Management Agreement as the current language is old and does not reflect appropriate coverages due to new laws and policy language changes.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Fourth Amendment to Restated Management Agreement

FOURTH AMENDMENT TO RESTATED MANAGEMENT AGREEMENT

This FOURTH AMENDMENT to the RESTATED MANAGEMENT AGREEMENT ("*Fourth Amendment*") is effective this _____ day of _____, 2014 and is intended to modify that certain RESTATED MANAGEMENT AGREEMENT; dated September 15, 1999 between City of Las Vegas ("*City*"), and Angel Park Golf, LLC, a Nevada limited liability company ("*Golf Club*").

RECITALS

WHEREAS, the parties entered that certain Restated Management Agreement, dated September 15, 1999 for the management of the Angel Park Golf Course ("*Premises*"), together with the First, Second, and Third Amendments thereto (collectively, the Restated Management Agreement and all Amendments are referred to herein as ("*Restated Agreement*"); and

WHEREAS, City desires to modify the insurance coverage to the Premises;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Golf Club agree as follows:

AGREEMENT

1. **Section IX. Insurance.** Section IX of the Restated Agreement is hereby amended to read in its entirety as follows:

The Golf Club shall procure and maintain, during the entire term of the Restated Agreement, coverage for the following specified insurance with a company or companies having an A. M. Best rating of A VII or better:

(A) Property insurance shall be written on an all risk basis insurance covering the Premises, and all of the structures, fixtures, furnishings and equipment that are constructed, installed or used by Golf Club thereon or therein, during the term of this Restated Agreement for the full insurable replacement value of the same.

(B) Commercial general liability insurance written on an "occurrence" basis that includes coverage for bodily injury and property damage with limits not less than One Million Dollars ($1,000,000) per occurrence and with Two Million Dollars ($2,000,000) aggregate. The coverage shall include contractual liability, personal injury and products and completed operations. This coverage should be endorsed making it primary over insurance coverage maintained by the City.

(C) Umbrella or excess liability coverage with a limit of not less than Five Million Dollars ($5,000,000.00) which is following form over the primary liability coverage.

(D) Workers' compensation and employer's liability insurance for Golf Club's employees as required by applicable law with a combined single limit of One Million Dollars ($1,000,000). At City's request, Golf Club shall obtain a Waiver of Subrogation.

(E) Owned, hired and non-owned automobile liability insurance covering all use of all automobiles, trucks and other motor vehicles utilized by Golf Club and Golf Club's employees in connection with this Agreement with a combined single limit for bodily injury and property damage of at least One Million Dollars ($1,000,000) per occurrence.

(F) Employment practices liability coverage with a combined single limit of at least Two Million Dollars ($2,000,000).

(G) Pollution liability coverage in the amount of One Million Dollars ($1,000,000) that will cover the use of chemicals standard with Golf Course operations.

(H) The City of Las Vegas, its officers, employees and agents shall be named as additional insured on the commercial general liability, umbrella, and automobile liability insurance coverages and such notation shall appear on the certificate of insurance. The commercial general liability and the automobile policy shall have an endorsement stating such. The certificates for each insurance policy are to be signed by a person authorized by that insurer. The adequacy of the insurance supplied by the Golf Club, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City.

(I) All deductibles and self-insurance retentions shall be fully disclosed in certificates of insurance. No deductible may exceed Twenty-Five Thousand Dollars ($25,000) without the prior written approval of the City.

(J) Golf Club shall maintain coverage for the duration of this Restated Agreement. The Golf Club shall annually provide the City's Risk Management Office with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the Golf Club and/or insurance carrier shall provide the City with a thirty (30) day advanced notice of any material policy modification or cancellation.

2. **Miscellaneous**.

A. Unless otherwise provided herein, all defined terms shall have the same meaning as ascribed to such terms in the Fourth Amendment.

B. In the event of any conflict or inconsistency between the terms of this Amendment and the Restated Agreement, the terms of this Fourth Amendment shall govern and control.

C. Except as otherwise provided for in this Amendment, the Restated Agreement shall remain in full force and effect in accordance with the original terms of the Restated Agreement.

D. Time is of the essence. The parties recognize that time is of the essence and that they will proceed with the completion of their obligations expeditiously.

[*Signatures on Next Page*]

FOURTH AMENDMENT TO RESTATED MANAGEMENT AGREEMENT

Signature Page

IN WITNESS WHEREOF, this Fourth Amendment is effective and entered into as of the date first written above.

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 8/11/14
Deputy City Attorney Date

ANGEL PARK GOLF, LLC
A Nevada Limited Liability Company

By: _____ 8-13-14
David Bogue, Its Manager

CONSENTED TO AS OF THE EFFECTIVE DATE

Las Vegas Golf I, LLC
A Delaware Limited Liability Company
Sole member of Angel Park Golf, LLC

By: _____ 8-13-14
David Bogue, Its Manager

Pacific Life Insurance Company
A Nebraska Corporation
Sole member of Las Vegas Golf I, LLC

By: _____

Name: David Honeycamp
Assistant Vice President

Title: _____

By: _____

Name: JOHN WALDECK
Assistant Secretary

Title: _____

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a First Amendment to Lease Agreement between the City of Las Vegas and Red Rock Search and Rescue to utilize the Emergency Operations Center parking lot located at the West Service Center, 7551 Sauer Drive - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On September 18, 2013, City Council approved a lease agreement with Red Rock Search and Rescue (RRSAR) for the use of real property and improvements located at 330 and 340 Villa Monterey Drive, adjacent to Ansan Sister Park, for their non-profit purposes. RRSAR now desires to utilize the City's Emergency Operations Center parking lot located at the West Service Center to store an emergency 26 foot mobile command post trailer, tow vehicle and 10 foot utility trailer. Prior to RRSAR accessing the permitted parking site, RRSAR shall require a background check of each member as outlined in the Amendment.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
First Amendment to Lease Agreement

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("*First Amendment*") is made and entered into this _____ day of _____, 2014, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("*Landlord*") and Red Rock Search and Rescue, a Nevada non-profit corporation ("*Tenant*"). The Landlord and Tenant are individually or collectively referred herein as "*Party*" or "*Parties.*"

RECITALS

WHEREAS, the Parties entered into that certain lease agreement dated September 18, 2013, ("*Lease*") for the use of real property and improvements located on Assessor's Parcel Number 138-33-601-006, commonly known as 330 and 340 Villa Monterey Drive (collectively, the "*Property*") in the City of Las Vegas, Nevada and improvements consisting of approximately 2,400 square feet of building space and 1,400 square feet of modular building and garage space ("*Premises*");

WHEREAS, Tenant desires to utilize the City's Emergency Operations Center parking lot located at the City's West Service Center, 7551 Sauer Drive, (the "*Permitted Parking Site*") as depicted in Exhibit "A" attached hereto and incorporated herein by this reference, to store a 26-foot mobile command post trailer, tow vehicle and a 10-foot utility trailer used for their non-profit activities (collectively, the "*Equipment*"); and

WHEREAS, it is the mutual desire of the Parties hereto to amend the Lease to incorporate the use of the Permitted Parking Site.

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

AGREEMENT

1. The Recitals set forth above are incorporated by reference as if fully set forth herein.
2. Landlord hereby grants to Tenant the right to enter onto the Permitted Parking Site for the purpose of storing the Equipment (the "*Permitted Use*"). Any use of the Permitted Parking Site other than for the Permitted Use shall be a breach of the Lease and Landlord shall have the right, but not the obligation, to immediately terminate the Lease.
3. Prior to any of Tenant's members accessing the Permitted Parking Site, Tenant shall require each member to provide an Identity History Summary, commonly referred to as a criminal history record, from the Federal Bureau of Investigation ("*FBI*"). The documentation shall be maintained by Tenant and be subject to inspection by Landlord with minimum prior verbal or written notice of twenty-four (24) hours.
4. The rights granted in this First Amendment are not exclusive and the Landlord specifically reserves the right to grant other rights within the vicinity of the Permitted Parking Site that do not conflict with the rights granted herein.
5. Tenant and Landlord represent and acknowledge that as of the date of this First Amendment, neither Party (i) is in default under the terms of the Lease; (ii) has any defense, set off or counterclaim to the enforcement by Landlord of the terms of the Lease; and (iii) is not aware of any action or inaction by either party that would constitute an Event of Default under the Lease.
6. In the event of a conflict between any provision(s) of the Lease and of this First Amendment, the First Amendment shall control.
7. All capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to them in the Lease.
8. In all other respects, the Lease is hereby ratified and confirmed, in full.

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

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

CITY OF LAS VEGAS
"Landlord"

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

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

APPROVED AS TO FORM:

By: John S. Ridilla 8/21/14
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

RED ROCK SEARCH AND RESCUE
"Tenant"

By: Robin Oberle

Name: ROBIN OBERLE

Title: SECRETARY
BOARD OF DIRECTORS

EXHIBIT "A"

SITE MAP

7551 Sauer Dr.

N

Prepared by the City of Las Vegas
Real Estate Section
7/30/14

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Fifth Amendment to License Agreement between the City of Las Vegas and New Cingular Wireless PCS, LLC to extend the term of the agreement for the wireless communication system located at 333 North Rancho Drive, known as the Development Services Center - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
New Cingular Wireless desires to extend the term of the License Agreement and modify the License Fee. The new initial term is sixty months commencing September 1, 2014. The Agreement will be automatically renewed for up to five additional sixty month terms upon the same terms and conditions of the Agreement. Commencing on September 1, 2014 the License Fee shall be $5,827.30 per month through August 31, 2019. Rent is to increase by twenty five percent (25%) at the beginning of each extension term.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Fifth Amendment to License Agreement

Cell Site No.: LSVGNVL263
Cell Site Name: ROAD RAGE
Fixed Asset No.: 10100995
Market: San Diego / Las Vegas / HI
Address: 333 North Rancho Drive

FIFTH AMENDMENT TO LICENSE AGREEMENT

THIS FIFTH AMENDMENT TO LICENSE AGREEMENT ("Fifth Amendment") dated as of the later date below is by and between the City of Las Vegas, having a mailing address at 333 North Rancho Drive, 8th Floor, Las Vegas, NV 89106 (hereinafter referred to as "Licensor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 575 Morosgo Drive NE, Suite 13F, West Tower, Atlanta, GA 30324 (hereinafter referred to as "Licensee").

WHEREAS, Licensor and Licensee (or their predecessors in interest) entered into a License Agreement dated July 1, 2001, as amended by an Amendment I dated December 14, 2004, as further amended by an Amendment II dated December 7, 2005, as further amended by an Amendment III dated July 6, 2011, and as further amended by Fourth Amendment to License Agreement dated January 18, 2011, (hereinafter, collectively, the "Agreement"), whereby Licensor leased to Licensee certain Premises, therein described, that are a portion of the property ("Property") located at 333 North Rancho Drive, Las Vegas, NV 89106;

WHEREAS, Licensor and Licensee desire to extend the term of the Agreement;

WHEREAS, Licensor and Licensee desire to modify, as set forth herein, the License Fee (as defined below) payable under the Agreement;

WHEREAS, Licensor and Licensee desire to modify, as set forth herein, the Licensee's obligations to pay a License Fee to Licensor for a License Fee Guarantee Period (as defined below);

WHEREAS, Licensor and Licensee, in their mutual interest, further wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Term**. The term of the Agreement shall be amended to provide that the Agreement has a new initial term of sixty (60) months ("New Initial Term"), commencing on September 1, 2014 ("New Term Commencement Date"). As of such New Term Commencement Date, all remaining renewal terms in the Agreement except as set forth herein shall be void and of no further force and consequence. The Agreement will be automatically renewed for up to five (5) additional sixty (60) month terms (each an "Extension Term") upon the same terms and conditions of the Agreement, as amended herein, without further action by Licensee, unless Licensee notifies Licensor in writing of Licensee's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then current Extension Term. Hereafter, the defined term "Term" shall include the New Initial Term and any applicable Extension Term. Licensor agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Licensee may continue to use and exercise its rights under the Agreement as permitted prior to the New Initial Term.

2. **Termination**. In addition to any rights that may exist in the Agreement, after the License Fee Guarantee Period, as defined below, Licensee may terminate the Agreement at any time with thirty (30) days prior written notice to Licensor for any or no reason.

3. **Modification of License Fee.** Commencing on September 1, 2014, the License Fee payable under the Agreement shall be Five Thousand Eight Hundred Twenty-Seven and 30/100 Dollars ($5,827.30) per month (the "License Fee"), and shall continue during the Term, subject to adjustment, if any, as provided below.

4. **Modification of Licensee's Obligation to Pay – Licensee Fee Guarantee.** Notwithstanding Licensee's obligations to pay License Fee set forth under the Agreement, for a thirty-six (36) month period commencing September 1, 2014, and ending August 31, 2017 ("License Fee Guarantee Period"), Licensee's obligation to pay License Fee is guaranteed and such obligation will not be subject to offset or cancellation by Licensee, except as due to loss from casualty or condemnation. Notwithstanding the foregoing, if Licensor exercises any of Licensor's rights to terminate the Agreement, if any, Licensee will be released from any and all of its obligations to pay License Fee during the License Fee Guarantee Period as of the effective date of the termination. In addition, Licensee shall be released from any and all of its obligations to pay License Fee during the License Fee Guarantee Period if any of the following shall occur: (a) Licensor is in breach of the Agreement, including but not limited to any default under the terms of the Agreement beyond any applicable grace and cure period; (b) there is a foreclosure of the Property; (c) the Licensor shall require Licensee to relocate Licensee's equipment and facilities to a location that is not acceptable to Licensee in its reasonable business judgment if allowed for in the Agreement; or (d) any existing government permits and/or approvals cannot be obtained or maintained, at no fault of the Licensee. If the Agreement is further modified in the future with an obligation for Licensee to pay additional License Fee, the payment of License Fee guarantee established in this paragraph will not be diminished or limited, but such License Fee guarantee will not extend to that future additional License Fee obligation.

5. **Future License Fee Increase / Extension Term Increase.** The Agreement is amended to provide that commencing on September 1, 2019, License Fee shall increase by twenty-five percent (25%) and at the beginning of each Extension Term, as applicable.

6.**Emergency 911 Service.** In the future, without the payment of additional License Fee, or any other consideration, and at a location mutually acceptable to Licensor and Licensee, Licensor agrees that Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services(collectively "Applicable Law"). This Paragraph 6 shall not give Licensee the right to add, modify and/or replace equipment for any purpose other than for compliance with Applicable Law.

7. **Acknowledgement.** Licensor acknowledges that: 1) this Fifth Amendment is entered into of the Licensor's free will and volition; 2) Licensor has read and understands this Fifth Amendment and the underlying Agreement and, prior to execution of this Fifth Amendment, was free to consult with counsel of its choosing regarding Licensor's decision to enter into this Fifth Amendment and to have counsel review the terms and conditions of this Fifth Amendment; 3) Licensor has been advised and is informed that should Licensor not enter into this Fifth Amendment, the underlying Agreement between Licensor and Licensee, including any termination or non-renewal provision therein, would remain in full force and effect.

8. **Notices.** Paragraph 22(e) of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to

be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Licensee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # LSVGNVL263
Cell Site Name ROAD RAGE (NV); Fixed Asset No.: 10100995
575 Morosgo Drive NE
Suite 13F, West Tower
Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site # LSVGNVL263
Cell Site Name ROAD RAGE (NV); Fixed Asset No: 10100995
208 S. Akard Street
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Licensor:

City of Las Vegas
Attn: Real Estate Administrator
333 North Rancho Drive, 8th Floor
Las Vegas, NV 89106

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein."

9. **Rental Stream Offer**. If at any time after the date of this Fifth Amendment, Licensor receives a bona fide written offer from a third party or receives a modified written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Rental Stream Offer**"), Licensor shall immediately furnish Licensee with a copy of the Rental Stream Offer. Licensee shall have the right within ninety (90) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Licensee chooses not to exercise this right of first refusal or fails to provide written notice to Licensor within the ninety (90) day period, Licensor may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of the Agreement. If Licensor attempts to assign or transfer licensee fee payments without complying with this Paragraph, the assignment or transfer shall be void, Licensee shall not be

responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Licensor complies with this Paragraph.

10. **Charges**. All charges payable under the Agreement such as utilities and taxes shall be billed on a quarterly basis by Licensor and no later than one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee. The foregoing shall not apply to monthly License Fee which is due and payable without a requirement that it be billed by Licensor. The provisions of this subsection shall survive the termination or expiration of the Agreement.

11. **Memorandum of Agreement**. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Agreement substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

12. **Other Terms and Conditions Remain**. In the event of any inconsistencies between the Agreement and this Fifth Amendment, the terms of this Fifth Amendment shall control. Except as expressly set forth in this Fifth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Fifth Amendment.

13. **Capitalized Terms**. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Fifth Amendment on the date and year below.

LICENSOR:
City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Date: _____

LICENSEE:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: JAMES JANSMA

Title: DIRECTOR C+E

Date: 8/8/14

ATTEST:

_____
Beverly K. Bridges MMC, City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla 8/25/14

Name: JOHN S. RIDILLA

Title: Deputy City Attorney

LICENSOR ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **Carolyn G. Goodman** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the **Mayor** of the **City of Las Vegas**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

_____
My appointment expires: _____

ACKNOWLEDGMENT

State of California
County of San Diego)

On 8/8/14 before me, M.N.Herrera, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature M.N.Herrera (Seal)

NCC1 M. N. HERRERA
Commission No. 2037722
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires AUGUST 19, 2017 NCC1

Attachment 1

Memorandum of Agreement

When Recorded Return To:

New Cingular Wireless PCS, LLC
c/o Md7, LLC
10590 W. Ocean Air Drive, Suite 300
San Diego, CA 92130

APN: 139-29-801-006

(Space Above This Line For Recorder's Use Only)

Re: Cell Site #: LSVGNVL263
Cell Site Name: ROAD RAGE (NV)
Fixed Asset Number: 10100995
State: NV
County: Clark

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this ____ day of _____, 201__, by and between the City of Las Vegas, having a mailing address at 333 North Rancho Drive, 8th Floor, Las Vegas, NV 89106 (hereinafter referred to as "**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13F, West Tower, Atlanta, GA 30324 (hereinafter referred to as "**Licensee**").

1. Licensor and Licensee entered into a certain License Agreement dated July 1, 2001, as amended by that certain Amendment I dated December 14, 2004, as amended by that certain Amendment II dated December 7, 2005, as amended by that certain Amendment III dated July 6, 2011, as amended by that certain Fourth Amendment to License Agreement dated January 18, 2011, and as further amended by that certain Fifth Amendment to License Agreement dated _____ ____, 2014, (hereinafter, collectively, the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Licensor's real property located in the City of Las Vegas, County of Clark, commonly known as 333 North Rancho Drive. All of the foregoing are set forth in the Agreement.

2. The Agreement initially commenced on July 1, 2001, and the parties agree to further extend the Agreement for a new initial term of five (5) years ("**New Initial Term**") commencing on September 1, 2014, and will automatically renew for five (5) separate consecutive additional periods of five (5) years each upon the same terms and conditions of the Agreement, unless Licensee notifies Licensor in writing of Licensee's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the existing term.

3. The portion of the land being leased to Licensee (the "**Premises**") is described in **Exhibit 1** annexed hereto.

4. This Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

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

LICENSOR:
City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Date: _____

LICENSEE:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: JAMES JANSMA

Title: DIRECTOR C&E

Date: 8/18/14

ATTEST:

_____
Beverly K. Bridges MMC, City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla 8/25/14

Name: JOHN S. RIDILLA

Title: Deputy City Attorney

LICENSOR ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **Carolyn G. Goodman** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the **Mayor** of the **City of Las Vegas**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

_____
My appointment expires: _____

ACKNOWLEDGMENT

State of California
County of San Diego)

On 8/18/14 before me, M.N.Herrera, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

NCC1 M. N. HERRERA
Commission No. 2037722
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires AUGUST 19, 2017 NCC1

Exhibit 1 to Memorandum of Agreement

Legal Description

Street Address: 333 North Rancho Drive, Las Vegas, NV 89106

APN: 139-29-801-006

That certain Premises (and access and utility easements) on a portion of the real property described as follows:

That portion of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 29, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, more particularly described as follows:

COMMENCING at the Northwest (NW) corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section 29, thence S. 89°17'25" E., along the North line of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section 29, a distance of 753.07 feet; thence S. 00°02'40" E., along the East boundary of Rancho Square filed for record as Book 5 of Plats, Page 60 in the office of the Clark County Recorder, 180.00 feet to the TRUE POINT OF BEGINNING; thence N. 89°57'20" E., 208.31 feet to a point on the Westerly right-of-way of Rancho Road (150.0 feet wide); thence S. 37°06'11" E., along said Westerly right-of-way 95.63 feet to a point of curvature, said curve being concave Southwesterly, having a radius of 3895.00 feet and subtending a central angle of 03°24'29"; thence curving to the right along the arc of said curve, 231.68 feet; thence departing said right-of-way S.16°12'21" W., along the State of Nevada Highway right-of-way line, 62.28 feet; thence continuing along said right-of-way line S.77°38'01" W., 391.57 feet to a point on said East boundary of Rancho Square; thence N.00°02'40" W., along said East boundary, 408.60 feet to the TRUE POINT OF BEGINNING.

(Deed reference 20031212 / 01352)

Excepting therefrom that portion of said land as condemned to the State of Nevada, on its relation of its Department of Transportation by Judgment and Final Order of Condemnation recorded October 5, 2006 in Book 20061005 as Document No. 0003193, of Official Records.

APN: 139-29-801-006

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Declaration of Utilization for sewer purposes for the Centennial/Hualapai Development Project located in the vicinity of Regena Avenue, Hualapai Way and Conquistador Street, APN's 125-30-101-008 and 125-30-101-013 - Clark County

Fiscal Impact

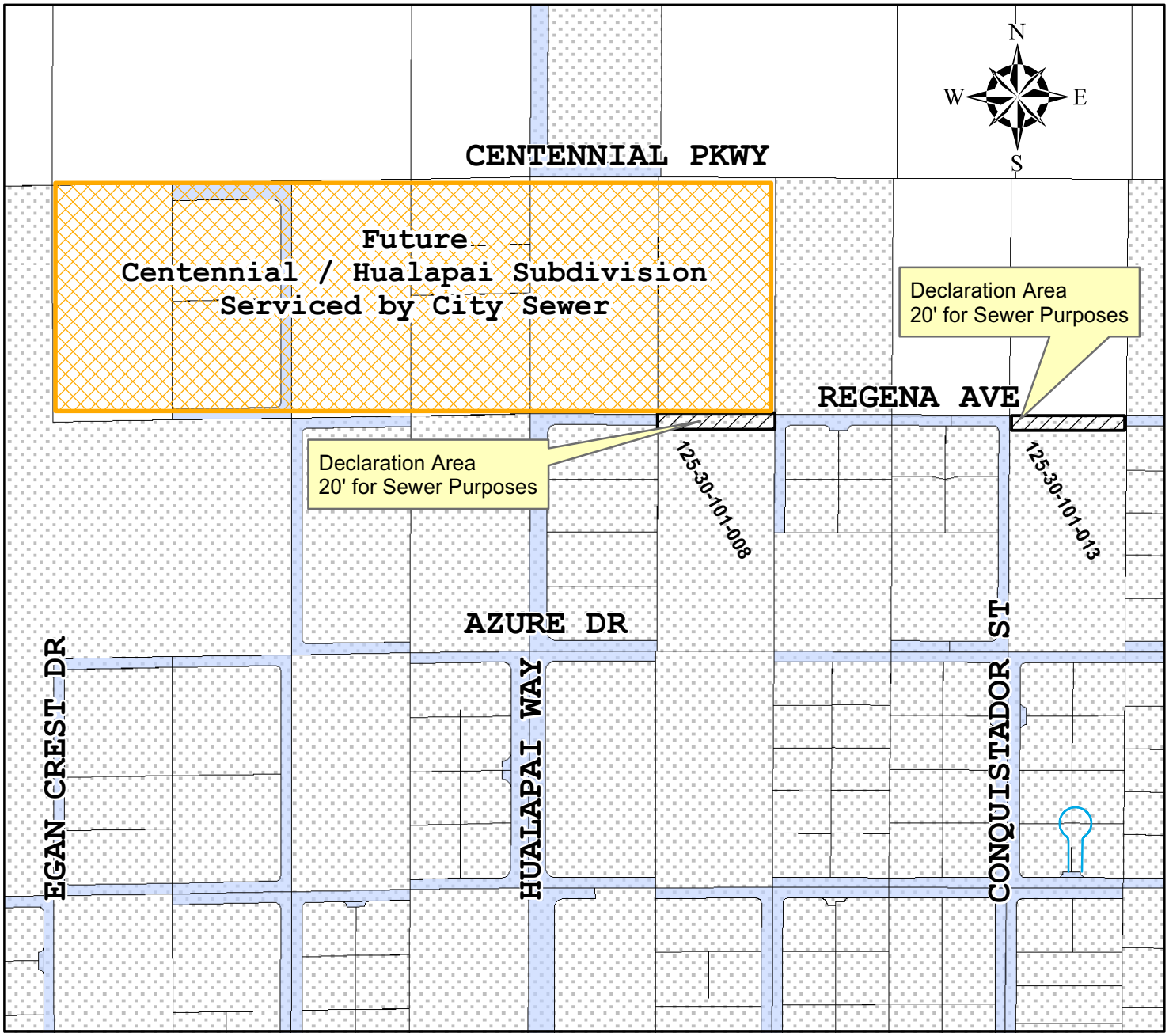
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The City of Las Vegas and Clark County have an Interlocal Agreement allowing the city to provide sewer services to specific County approved areas. This Declaration of Utilization will give notice that the City of Las Vegas intends to use a patent reservation along portions of Regena Avenue to complete the project.

RECOMMENDATION:
Approval and authorization of staff to execute any additional documents necessary.

BACKUP DOCUMENTATION:
Exhibit Map

DECLARATION OF UTILIZATION



Legend

- Declaration of Utilization area for Sewer Purposes
  To provide sewer service to future Centennial / Hualapai Subdivision
- Public Roads
- City of Las Vegas Jurisdiction
- Clark County Jurisdiction

Due to continuous development activity
this map is for reference only.

Created by: City of Las Vegas, Right-of-Way on Aug 28 2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
ABEYANCE ITEM - For possible action to approve an Extension of a Temporary Pistol Permit License, Robert Yacullo dba CITIZENS ARMS at 800 North Rainbow Boulevard, Suite #170 [Robert Yacullo, Owner] - Ward 1 (Tarkanian)

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 Pistol Permit License.

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

BACKUP DOCUMENTATION:
Location Map

Citizens Arms
800 North Rainbow Boulevard, Suite #170

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

Date: Thursday, July 10, 2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Tavern License for a Change of Ownership FROM: PLAZA HOTEL & CASINO, LLC TO: PLAZA HOTEL & CASINO, LLC dba PLAZA HOTEL & CASINO at 1 South Main Street - Ward 5 (Barlow)

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 Tavern License for a Change of Ownership.

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

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

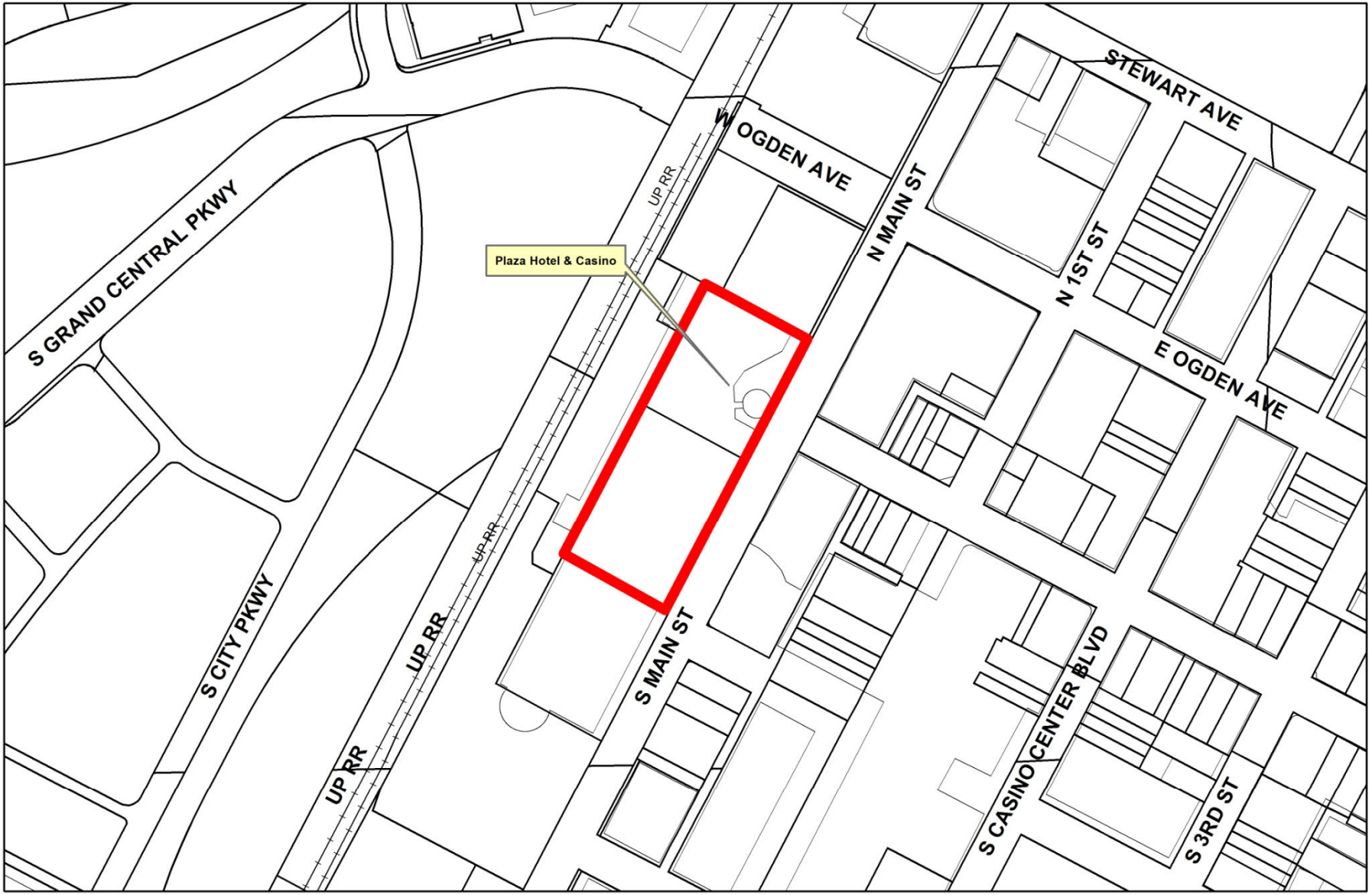
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve an Extension of a Temporary Tavern License for a Change of Ownership FROM: PLAZA HOTEL & CASINO, LLC TO: PLAZA HOTEL & CASINO, LLC DBA PLAZA HOTEL & CASINO at 1 South Main Street

OWNERSHIP:

PLAZA HOTEL & CASINO, LLC
PlayLV Operations, LLC, Managing Member
PlayLV Gaming Investments, LLC, Manager
BRH Gaming, LLC, Member
Bobby Ray Harris, Managing Member
JRJ Gaming, LLC, Manager
Jonathan R. Jossel, Member



Plaza Hotel & Casino
1 South Main Street

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

Date: Tuesday, August 26, 2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Non-Restricted Gaming License, PLAZA HOTEL & CASINO, LLC dba PLAZA HOTEL & CASINO at 1 South Main Street - Ward 5 (Barlow)

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 Non-Restricted Gaming License.

RECOMMENDATION:
Recommend approval of the extension of the temporary non-restricted gaming license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve an Extension of a Temporary Non-Restricted Gaming License, PLAZA HOTEL & CASINO, LLC dba PLAZA HOTEL & CASINO at 1 South Main Street

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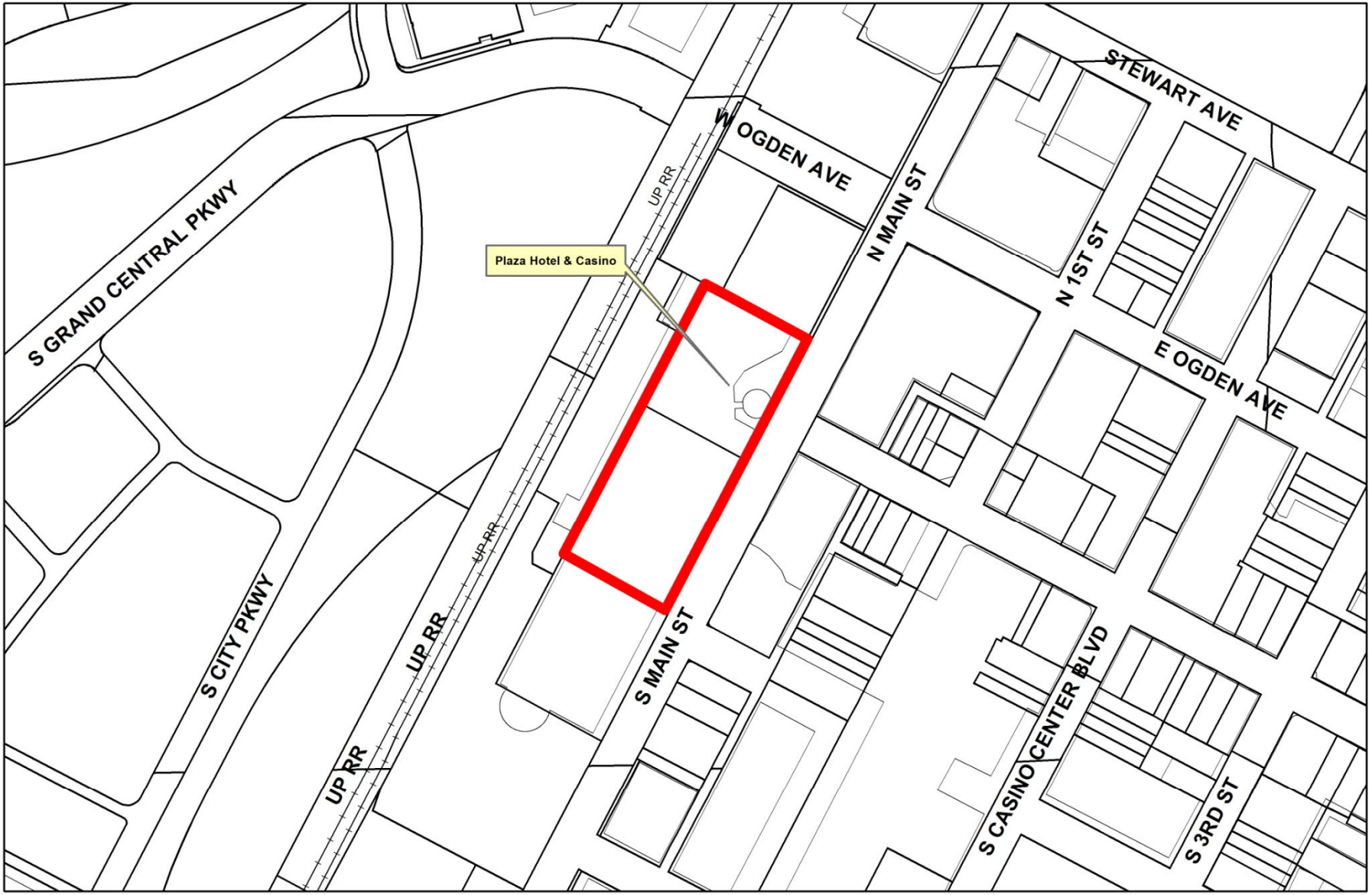
OWNERSHIP:

PLAZA HOTEL & CASINO, LLC

PlayLV Operations, LLC, Managing Member
PlayLV Gaming Investments, LLC, Manager
BRH Gaming, LLC, Member
Bobby Ray Harris, Managing Member
JRJ Gaming, LLC, Manager
Jonathan R. Jossel, Member



Plaza Hotel & Casino
1 South Main Street

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

Date: Tuesday, August 26, 2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Tavern License for a Change of Ownership FROM: LAS VEGAS CLUB HOTEL & CASINO, LLC TO: LAS VEGAS CLUB HOTEL & CASINO, LLC dba LAS VEGAS CLUB HOTEL & CASINO at 18 Fremont Street - Ward 5 (Barlow)

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 Tavern License for a Change of Ownership.

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

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve an Extension of a Temporary Tavern License for a Change of Ownership FROM: LAS VEGAS CLUB HOTEL & CASINO, LLC TO: LAS VEGAS CLUB HOTEL & CASINO, LLC dba LAS VEGAS CLUB HOTEL & CASINO at 18 Fremont Street

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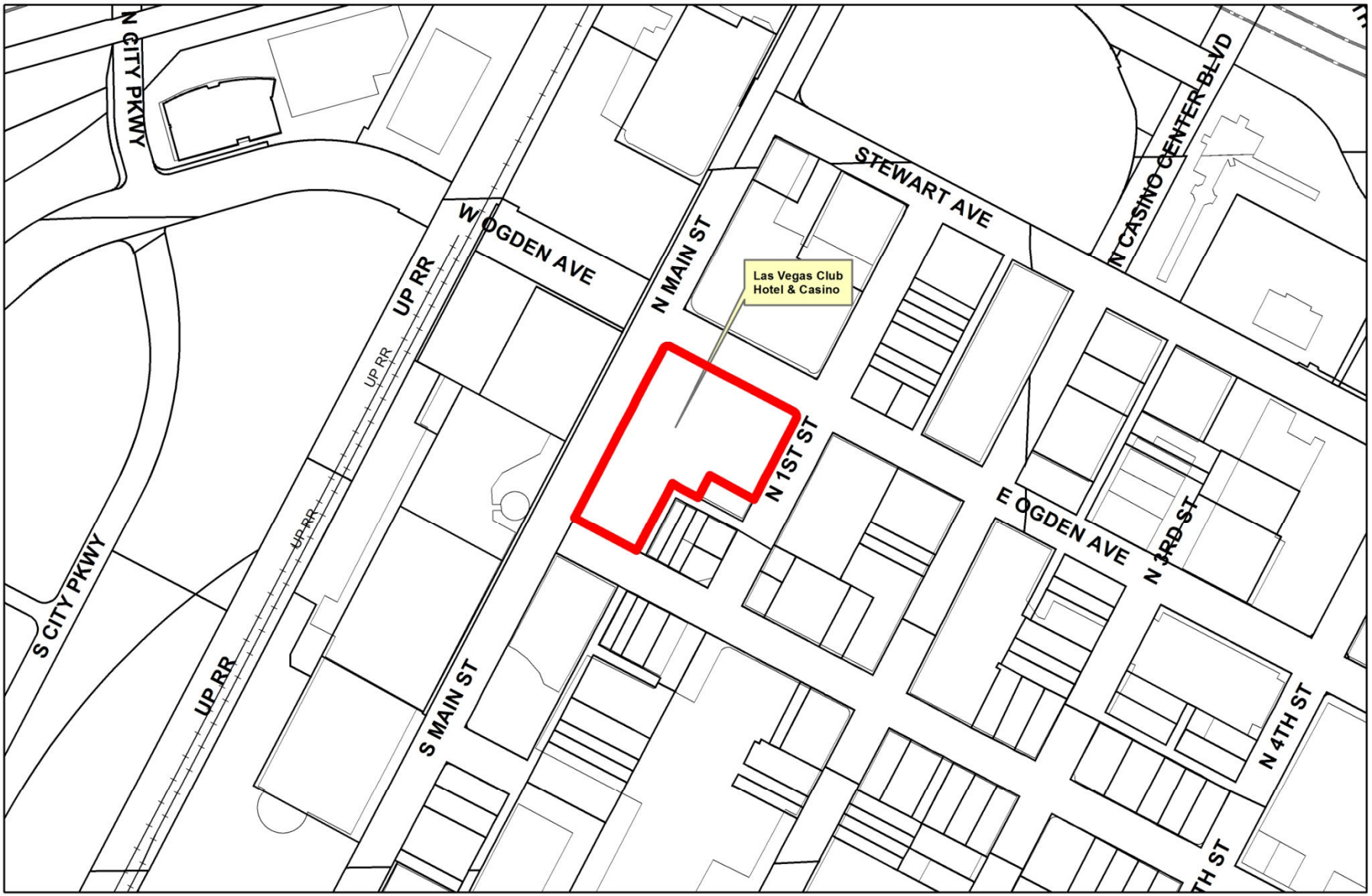
OWNERSHIP:

LAS VEGAS CLUB HOTEL & CASINO, LLC
PlayLV Operations, LLC, Managing Member
PlayLV Gaming Investments, LLC, Manager
BRH Gaming, LLC, Member
Bobby Ray Harris, Managing Member
JRJ Gaming, LLC, Manager
Jonathan R. Jossel, Member



Las Vegas Club Hotel & Casino
18 Fremont Street

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

Date: Tuesday, August 26, 2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Non-Restricted Gaming License, LAS VEGAS CLUB HOTEL & CASINO, LLC dba LAS VEGAS CLUB HOTEL & CASINO at 18 Fremont Street - Ward 5 (Barlow)

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 Non-Restricted Gaming License.

RECOMMENDATION:
Recommend approval of the extension of the temporary non-restricted gaming license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve an Extension of a Temporary Non-Restricted Gaming License, LAS VEGAS CLUB HOTEL & CASINO, LLC dba LAS VEGAS CLUB HOTEL & CASINO at 18 Fremont Street

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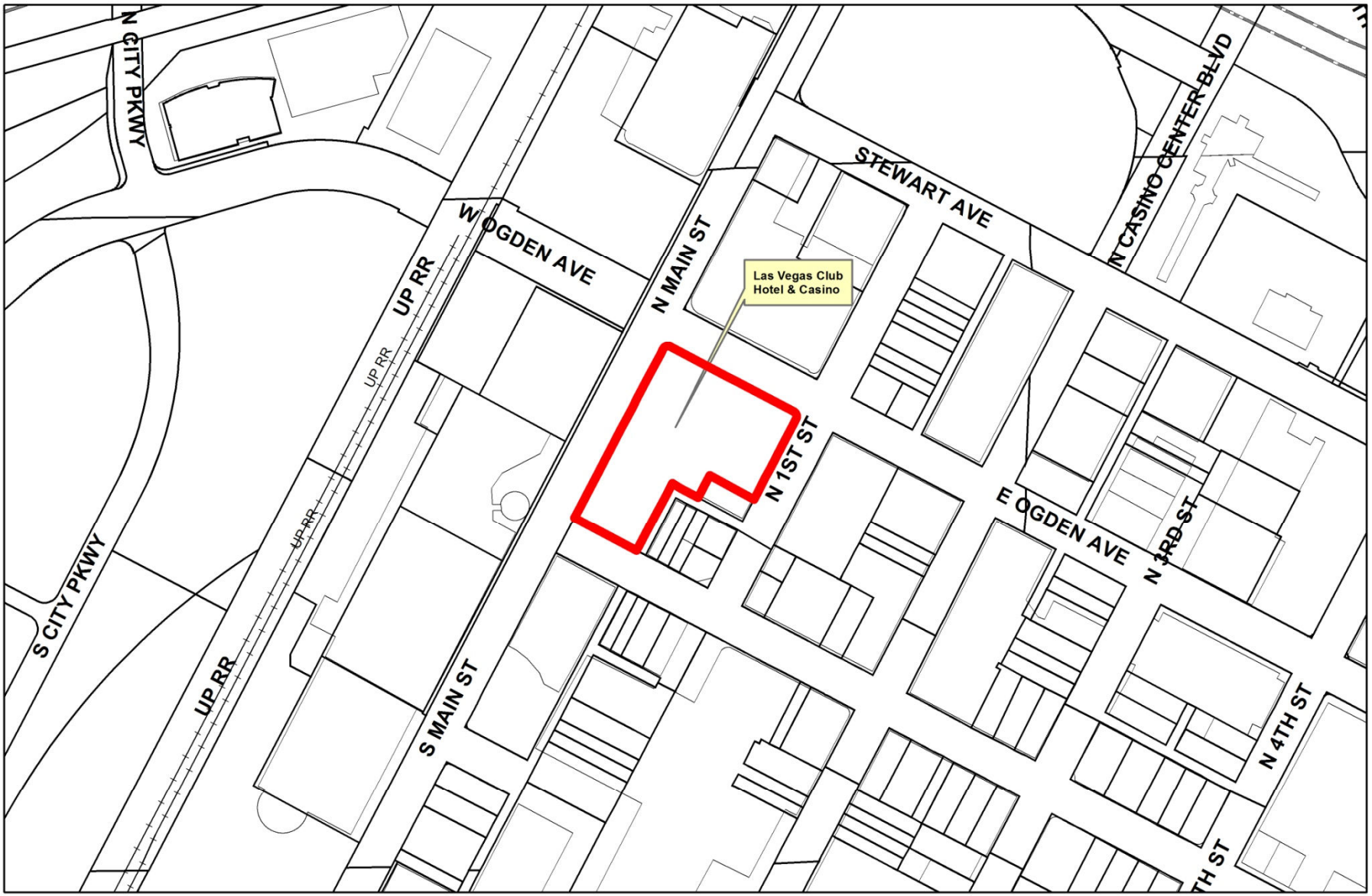
OWNERSHIP:

LAS VEGAS CLUB HOTEL & CASINO, LLC

PlayLV Operations, LLC, Managing Member
PlayLV Gaming Investments, LLC, Manager
BRH Gaming, LLC, Member
Bobby Ray Harris, Managing Member
JRJ Gaming, LLC, Manager
Jonathan R. Jossel, Member



Las Vegas Club Hotel & Casino
18 Fremont Street

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

Date: Tuesday, August 26, 2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Tavern License for a Change of Ownership FROM: SPOAKS, LLC TO: GOLDEN PENNY INDUSTRIES, LLC dba REBEL REPUBLIC at 3540 West Sahara Avenue, Suite E1, [Jerome Kosak, Managing Member] - Ward 1 (Tarkanian)

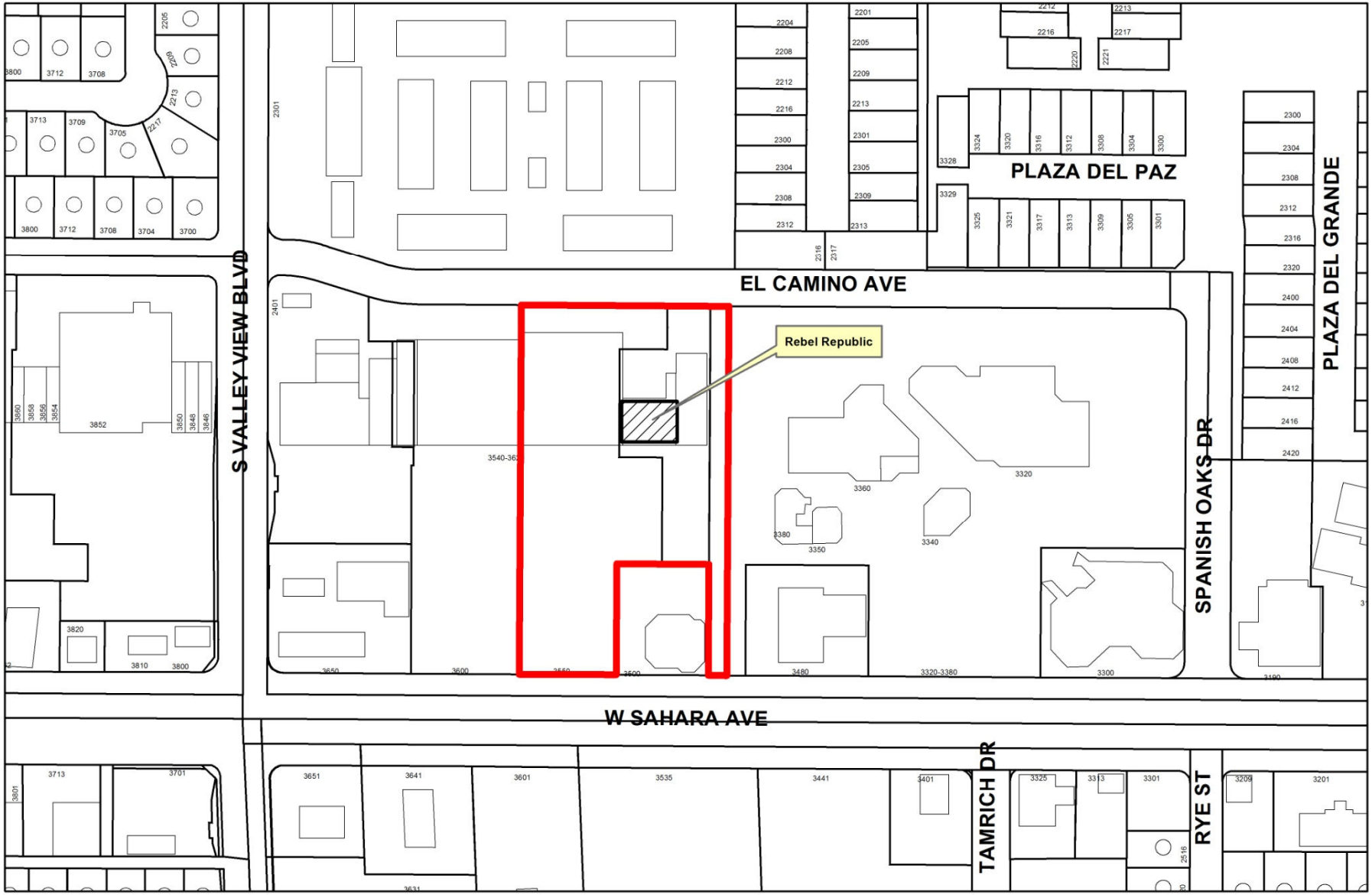
Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Tavern License for a Change of Ownership.

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

BACKUP DOCUMENTATION:
Location Map



Rebel Republic
3540 West Sahara Avenue, Suite E-1

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

Date: Tuesday, August 26, 2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary New Restricted Gaming License, GOLDEN PENNY INDUSTRIES, LLC db at REBEL REPUBLIC at 3540 West Sahara Avenue, Suite E1, [Jerome Kosak, Managing Member] - Ward 1 (Tarkanian)

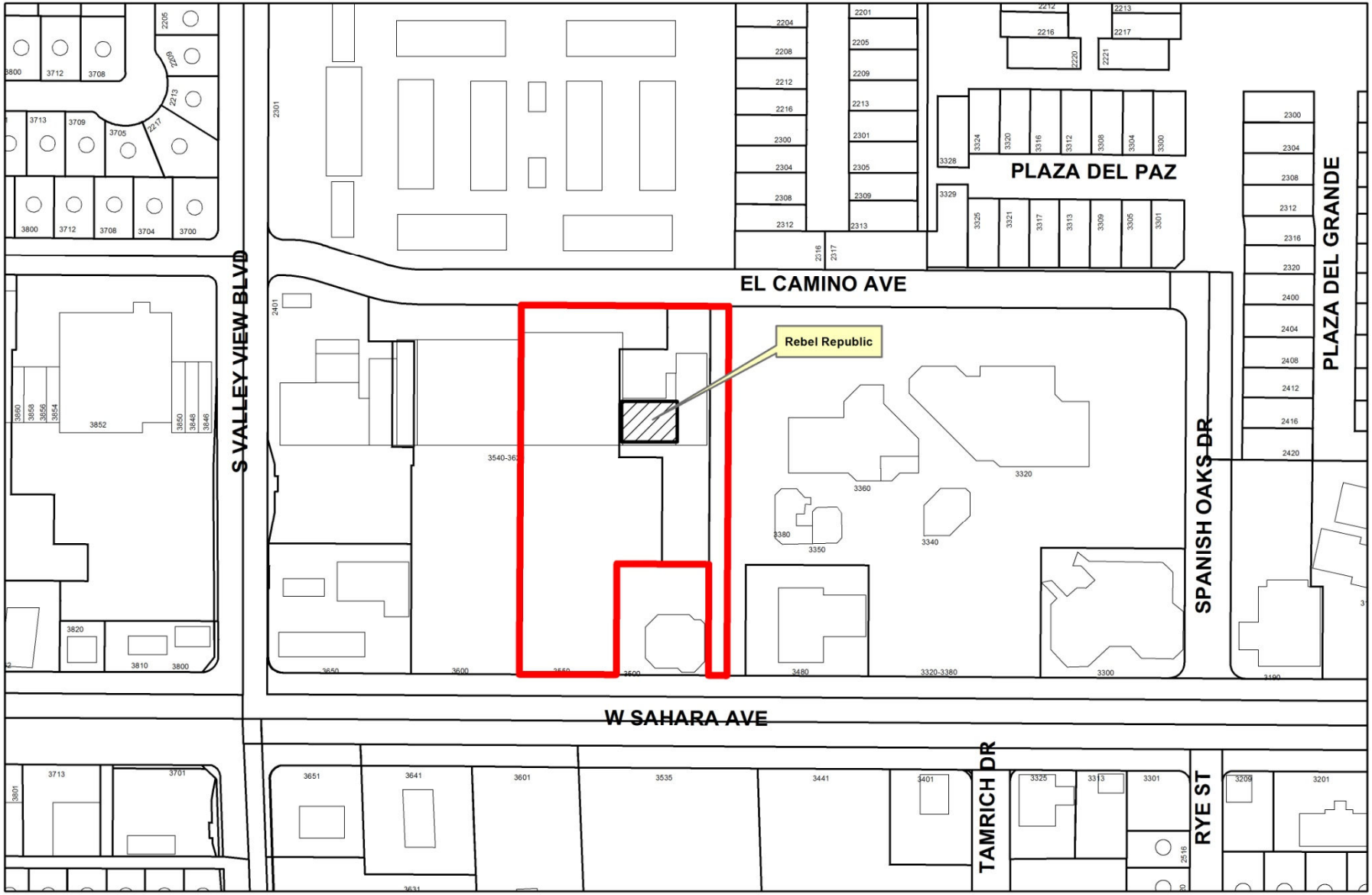
Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary New Restricted Gaming License for 15 slots.

RECOMMENDATION:
Recommend approval of the extension of the temporary new restricted gaming license for 15 slots with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
Location Map



Rebel Republic
3540 West Sahara Avenue, Suite E-1

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

Date: Tuesday, August 26, 2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Restaurant With Alcohol License for a Change of Ownership FROM: GREAT WASH PARK, LLC TO: MADE LV, LLC dba MADE LV at 450 South Rampart Boulevard, Suite #120 [Elizabeth Blau, Manager] - Ward 2 (Beers)

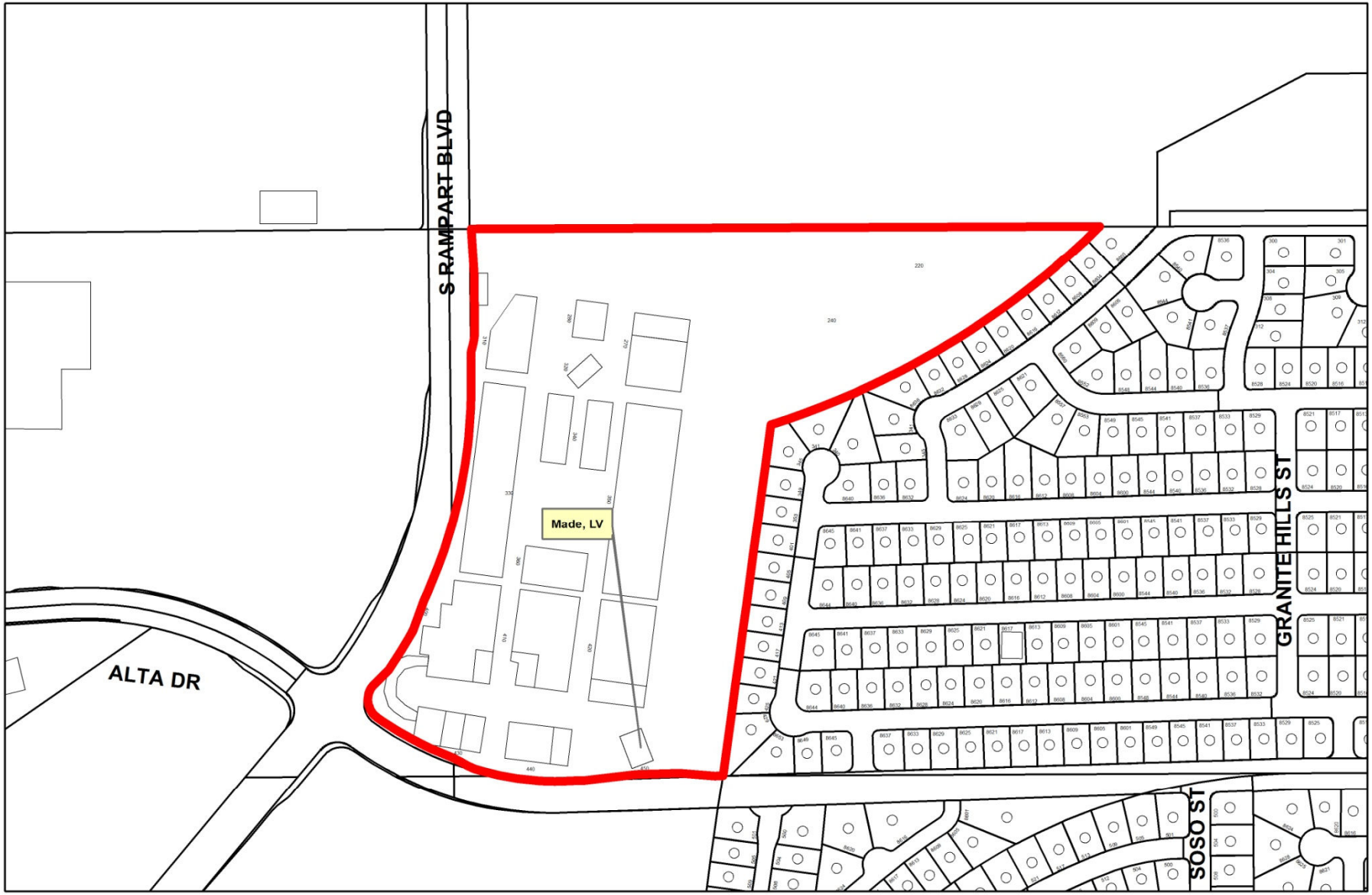
Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Restaurant With Alcohol License for a Change of Ownership.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
Location Map



Made, LV
450 South Rampart Boulevard, Suite #120

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

Date: Tuesday, September 02, 2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Tavern License for a Change of Ownership FROM: THE BUNKHOUSE, LLC TO: DT BH OPERATOR, LLC dba BUNKHOUSE at 124 South 11th Street - Ward 3 (Coffin)

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 Tavern License for a Change of Ownership.

RECOMMENDATION:
Recommend approval, subject to condition:
1. No one under the age of 21 allowed on the premises.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve an Extension of a Temporary Tavern License for a Change of Ownership FROM: THE BUNKHOUSE, LLC TO: DT BH OPERATOR, LLC dba BUNKHOUSE at 124 South 11th Street

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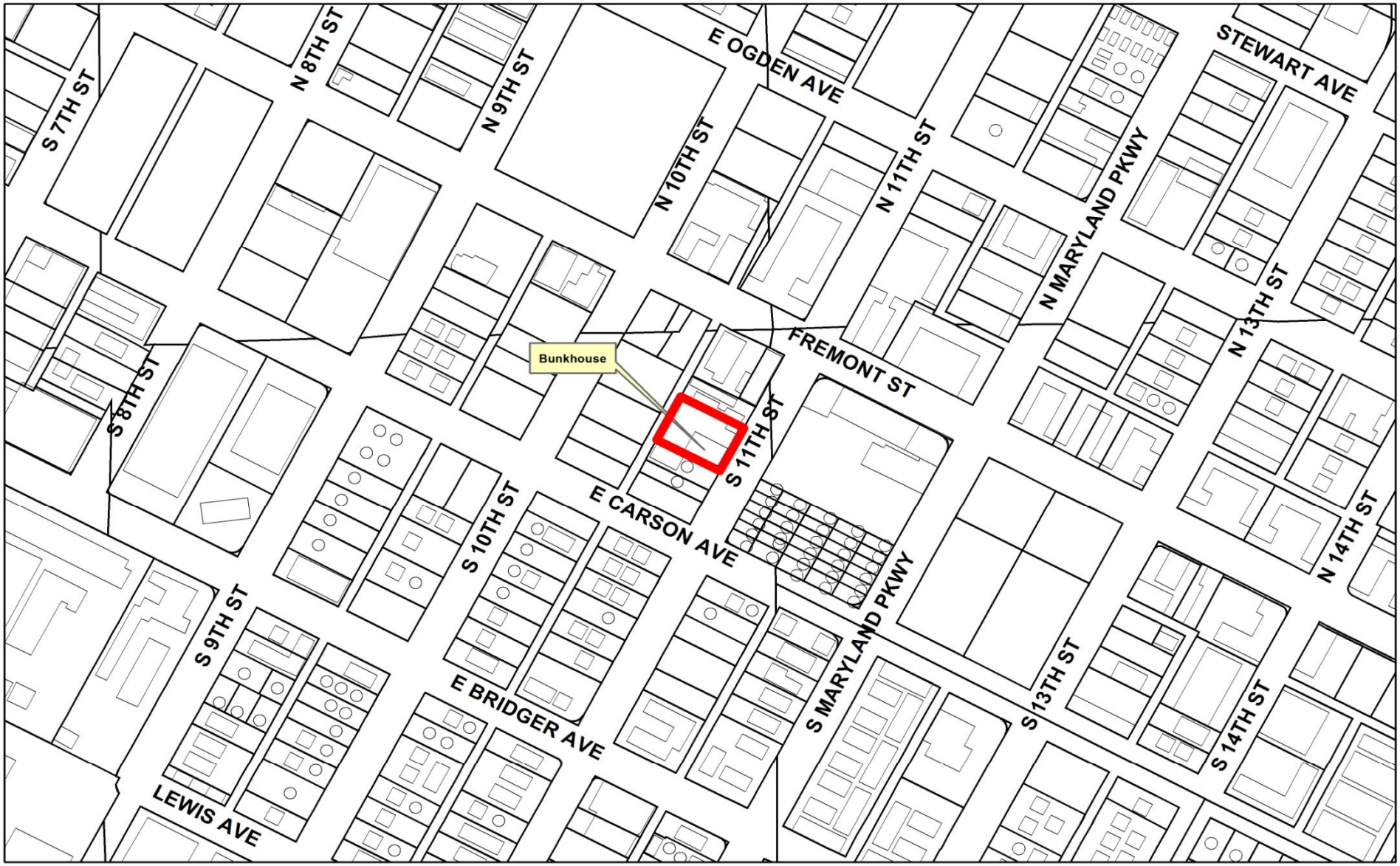
OWNERSHIP:

DT BH OPERATOR, LLC
DTP Operator, LLC, Managing Member
DTP MGMT, LLC, Manager
DTP LV, LLC, Manager
Anthony Hsieh, Member



Bunkhouse
124 South 11th Street

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

Date: Tuesday, August 26, 2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Tavern License for a Change of Ownership FROM: GMRI, INC. TO: RED LOBSTER HOSPITALITY, LLC dba RED LOBSTER at 200 South Decatur Boulevard - Ward 1 (Tarkanian)

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 Tavern License for a Change of Ownership.

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

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

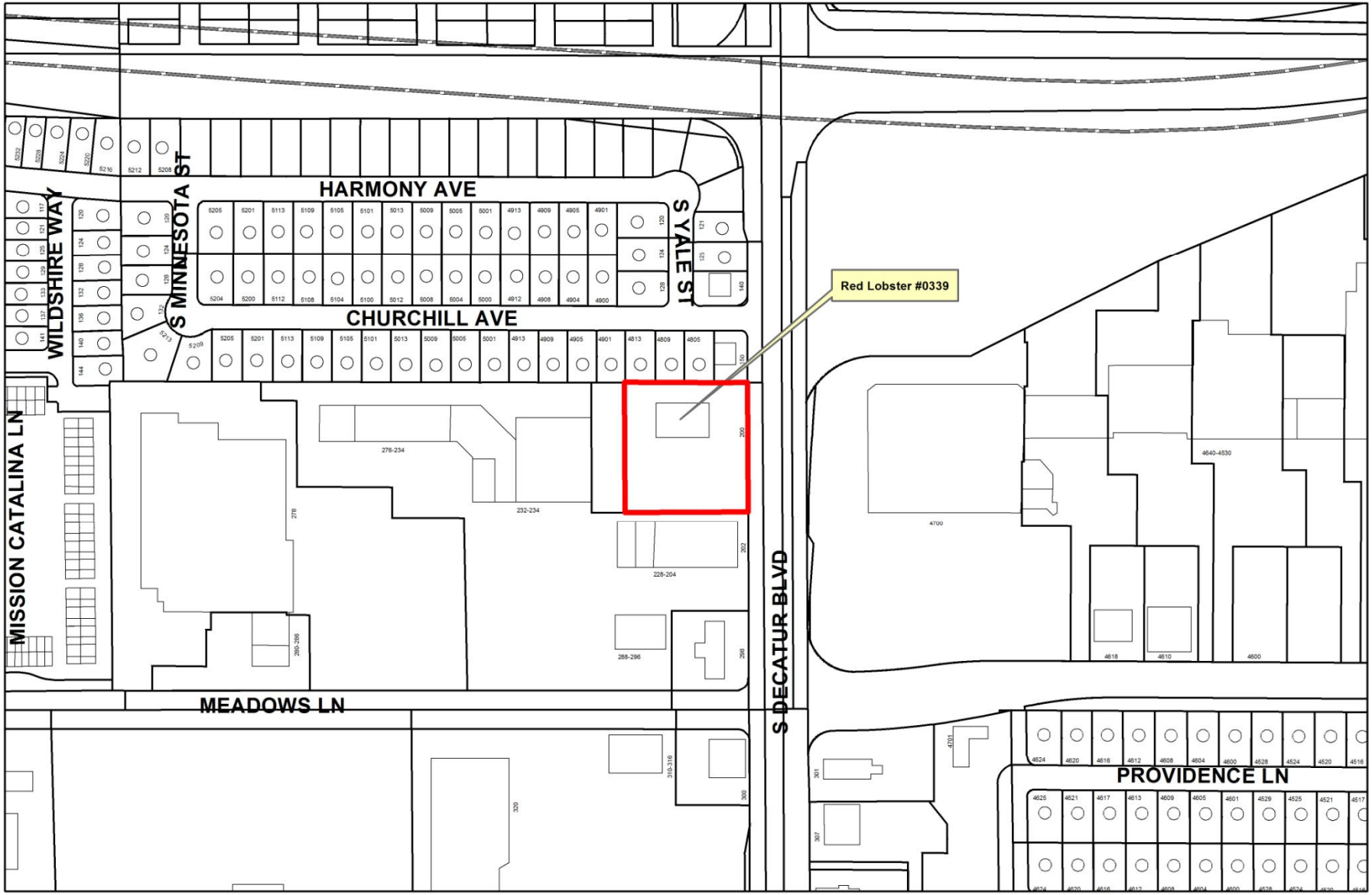
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve an Extension of a Temporary Tavern License for a Change of Ownership FROM: GMRI, INC. TO: RED LOBSTER HOSPITALITY, LLC dba RED LOBSTER at 200 South Decatur Boulevard

OWNERSHIP:

RED LOBSTER HOSPITALITY, LLC
Red Lobster Management, LLC, Member
Horace G. Dawson, Manager, Vice-President, Secretary
Colleen M. Hunter, Secretary
Joseph G. Kern, Secretary
Red Lobster Intermediate Holdings, LLC, Member
Red Lobster Holdings, LLC, Member
RL Acquisitions, LLC, Member
Red Lobster Master Holdings, LP
Golden State Capital Opportunity Fund LP and Golden State Capital Opportunity Fund-A, LP
GGC Opportunity Fund Management, LP
GGC Opportunity Fund Management GP, Limited



Red Lobster #0339
200 South Decatur Boulevard

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

Date: Tuesday, August 26, 2014

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License for a Change of Ownership FROM: EXECUTIVE SOLUTION, INC. TO: NIKOLAYDENIS, LLC dba EAST SIDE PIZZA at 1000 South Rampart Boulevard, Suite #7 [Nikolay Valentinovich Glushchenko, Owner] - Ward 2 (Beers)

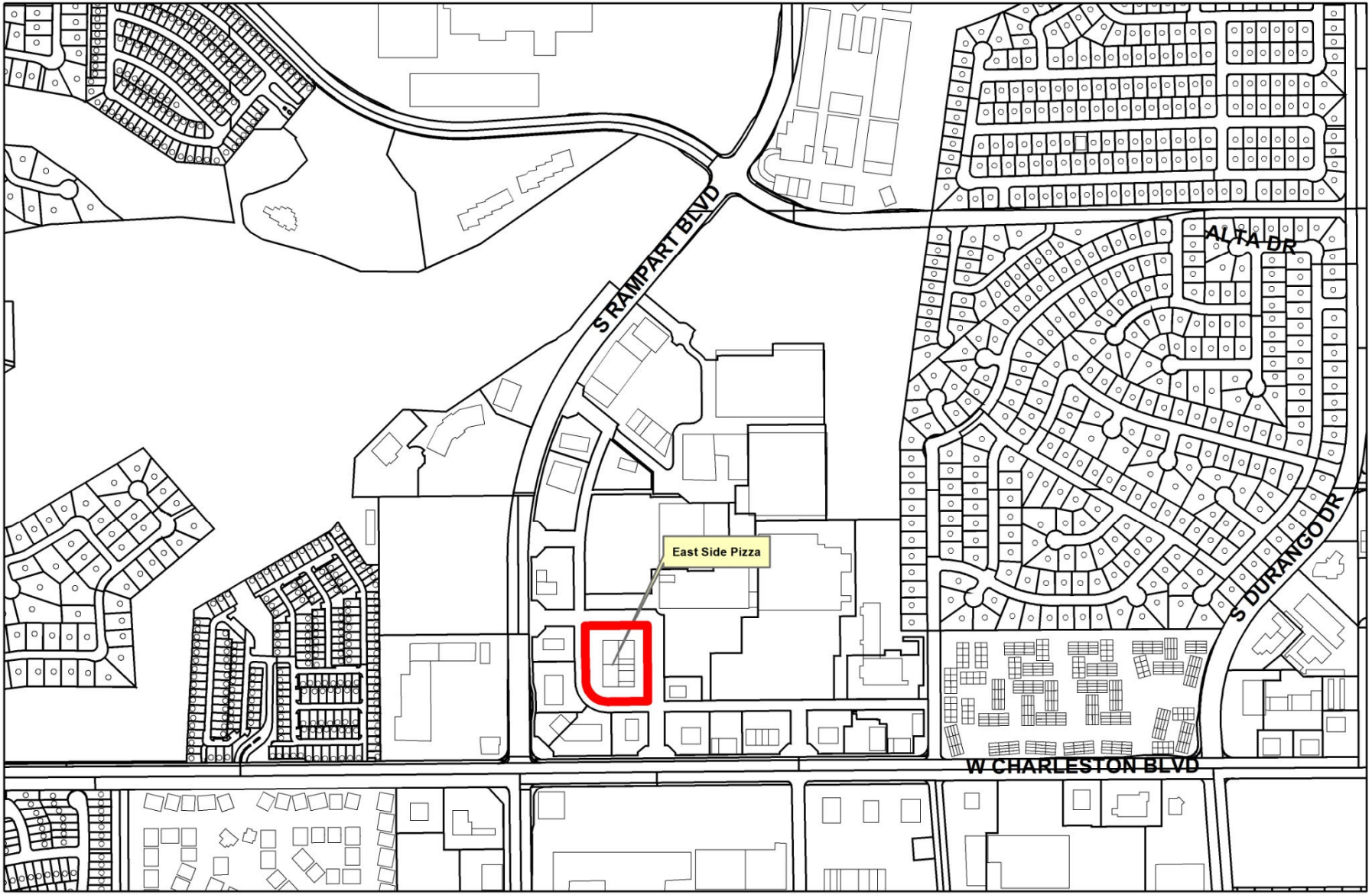
Fiscal Impact

☒ **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 for a Change of Ownership.

RECOMMENDATION:
Recommend approval of the extension of the temporary beer/wine/cooler on-sale license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
Location Map



East Side Pizza
1000 South Rampart Boulevard, Suite #7

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

Date: Tuesday, August 26, 2014

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License, CHIPOTLE MEXICAN GRILL, INC. dba CHIPOTLE MEXICAN GRILL at 111 North Nellis Boulevard, Suite #150 - Ward 3 (Coffin)

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.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

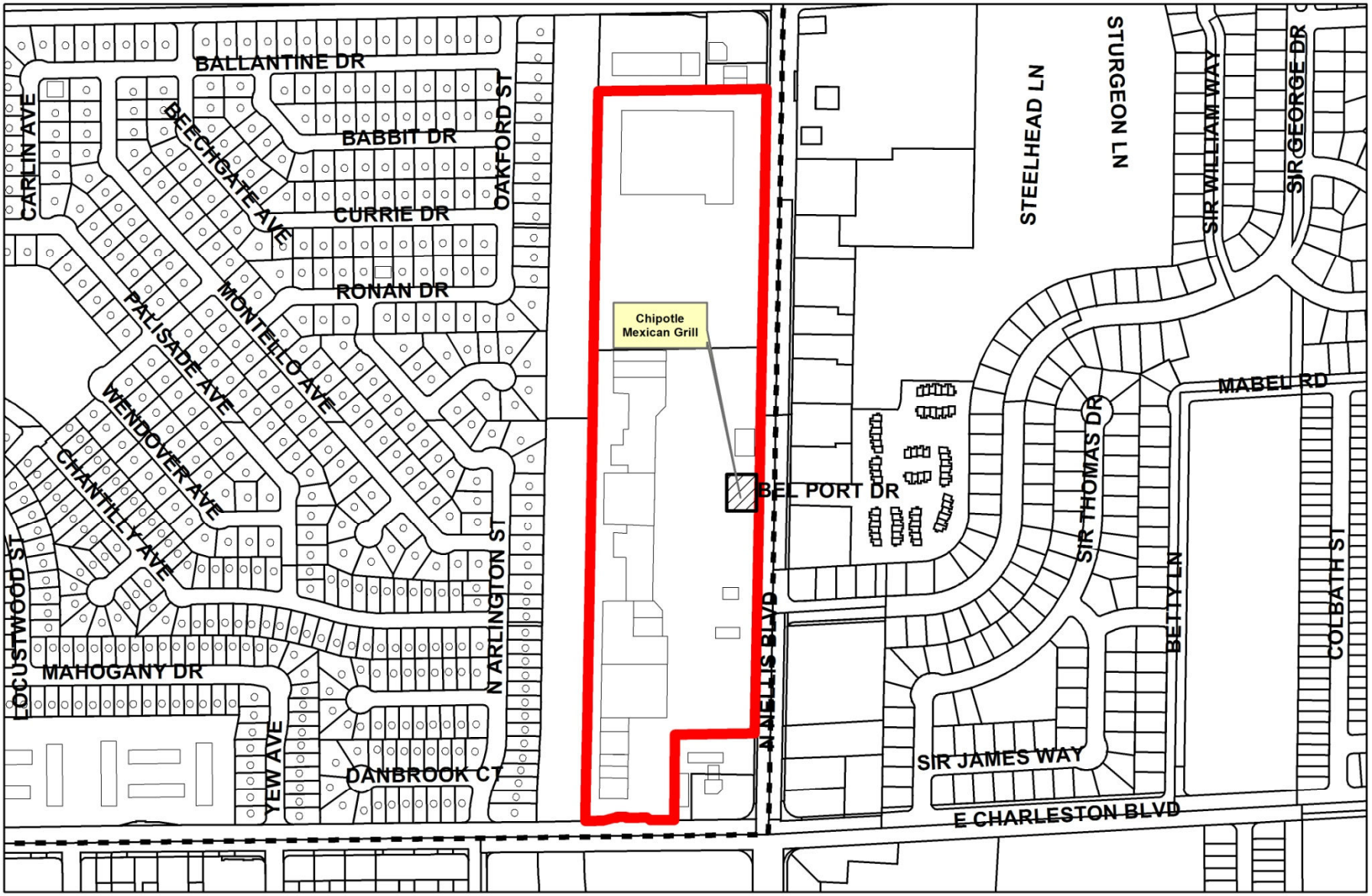
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License, CHIPOTLE MEXICAN GRILL, INC. dba CHIPOTLE MEXICAN GRILL at 111 North Nellis Boulevard, Suite #150

OWNERSHIP:

CHIPOTLE MEXICAN GRILL, INC.
Matthew S. Ellis, President, Co-CEO
Montgomery F. Moran, Secretary, Co-CEO
John R. Hartung, Treasurer, Co-CEO



Chipolte Mexican Grill
111 North Nellis Boulevard, Suite #150

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

Date: Tuesday, August 26, 2014

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License for a Change of Ownership FROM: EL SOMBRERO, INC. TO: SIPPING SOCIETY FOOD CATERING COMPANY, LLC dba EL SOMBRERO MEXICAN BISTRO at 807 South Main Street - Ward 5 (Barlow)

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 for a Change of Ownership.

RECOMMENDATION:
Recommend approval of the extension of the temporary beer/wine/cooler on-sale license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License for a Change of Ownership FROM: EL SOMBRERO, INC. TO: SIPPING SOCIETY FOOD CATERING COMPANY, LLC dba EL SOMBRERO MEXICAN BISTRO at 807South Main Street

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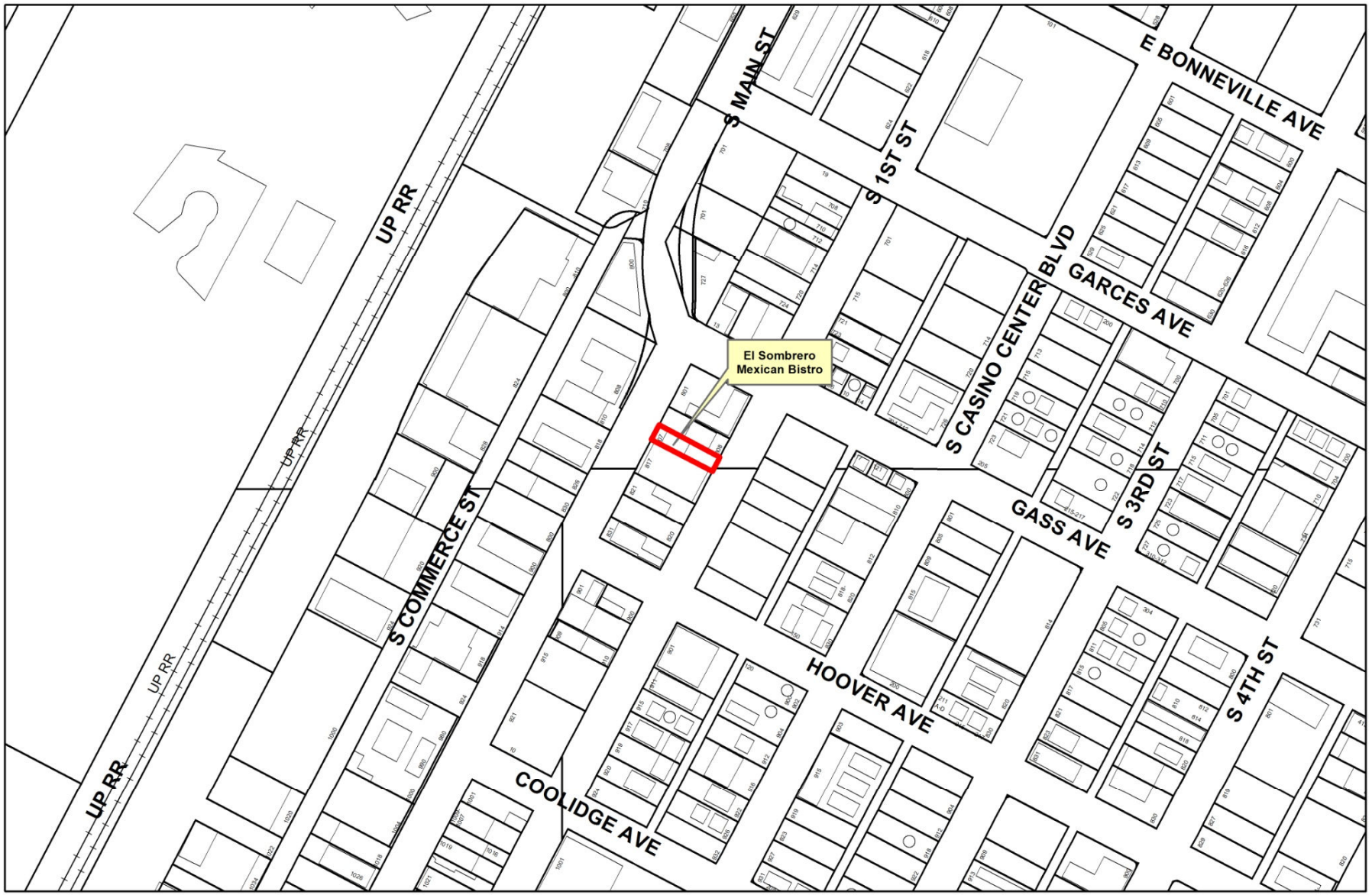
OWNERSHIP:

SIPPING SOCIETY FOOD CATERING COMPANY, LLC
Cecilia Strieber, Managing Member
James E. Campos, Managing Member



El Sombrero Mexican Bistro
807 South Main Street

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

Date: Tuesday, August 26, 2014

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License, LV STEAK HOLDINGS, LLC, VILLAGE dba JACQUES CAFE at 1910 Village Center Circle, Suite #1 - Ward 2 (Beers)

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 the extension of the temporary beer/wine/cooler on-sale license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

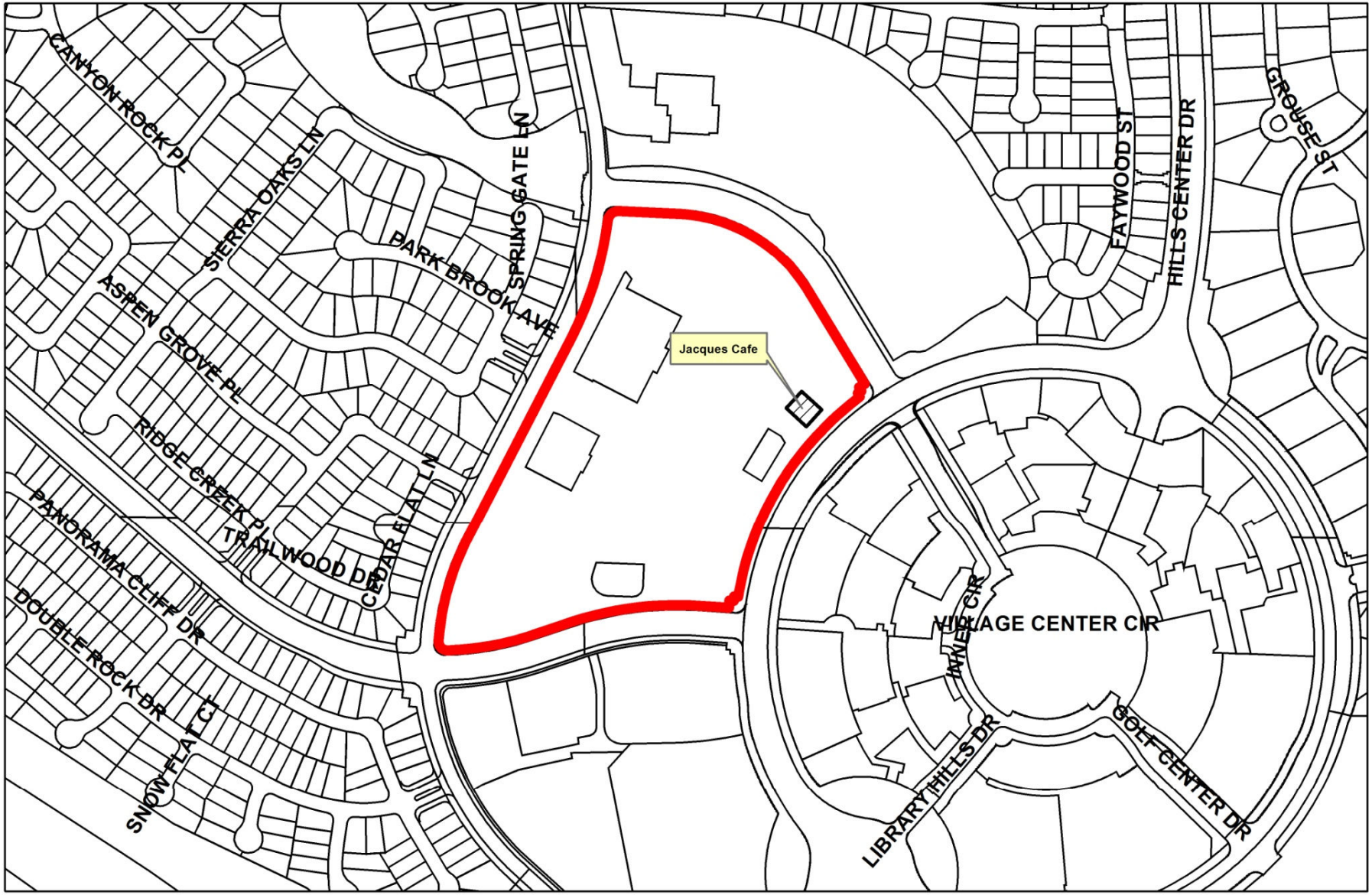
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License, LV STEAK HOLDINGS, LLC, VILLAGE dba JACQUES CAFE at 1910 Village Center Circle, Suite #1

OWNERSHIP:

LV STEAK HOLDINGS, LLC., MANAGING MEMBER
Mark Lyn McConaghy, Member
Nakaoka Bruce Maruo, Member



Jacques Cafe
1910 Village Center Circle, Suite #1

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

Date: Wednesday, August 27, 2014

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a New Beer/Wine/Cooler On-Sale License, MARISCOS EL PUERTO, INC. dba MARISCOS EL PUERTO at 1901 North Decatur Boulevard [Manuela Hernandez, Owner] - Ward 5 (Barlow)

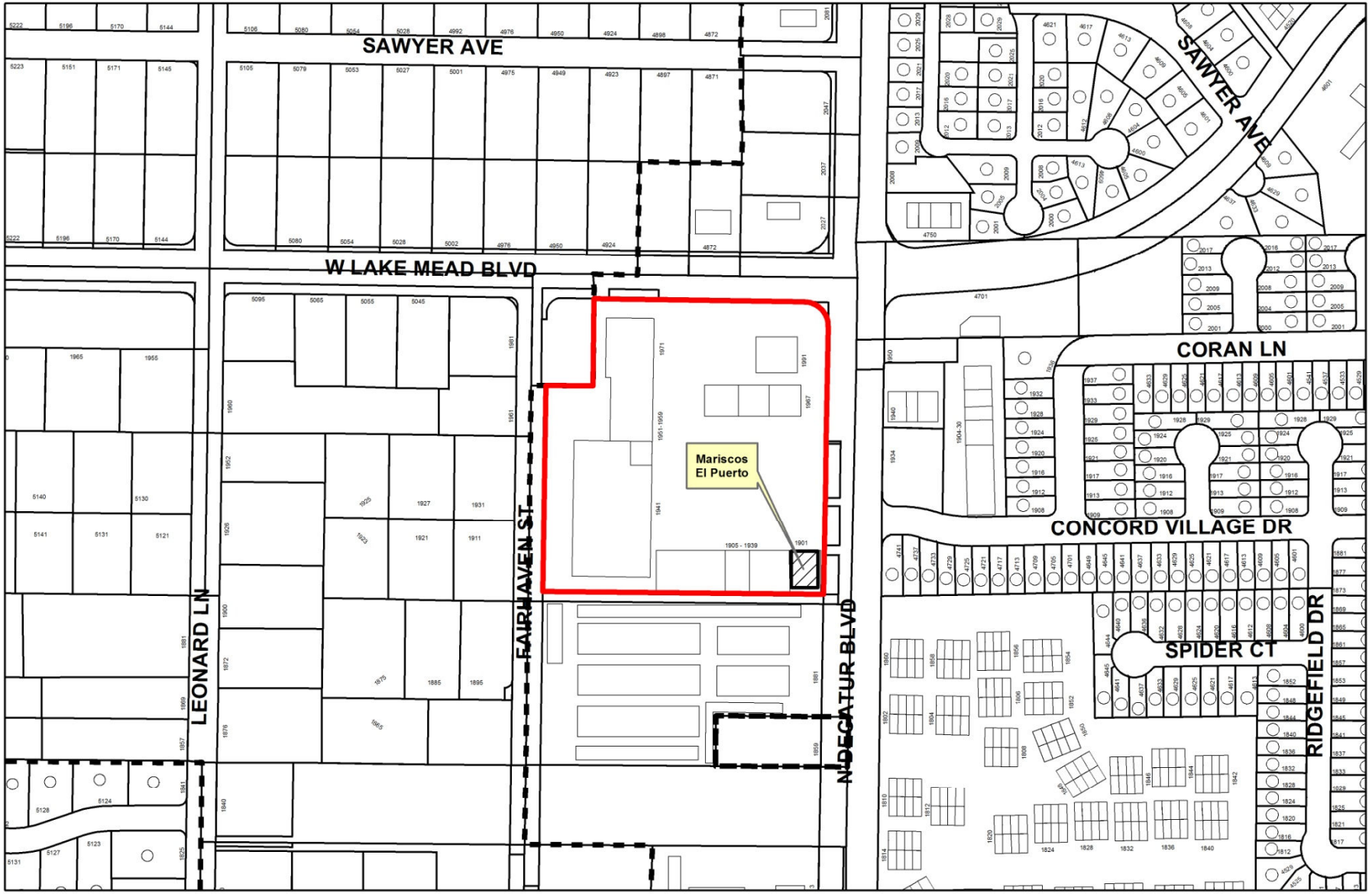
Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a New Beer/Wine/Cooler On-Sale License.

RECOMMENDATION:
Recommend approval of the extension of a new beer/wine/cooler on-sale license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report, subject to conditions:
1. Authorized for Karaoke and Trio entertainment for restaurant hours from 6:00pm – 10:00pm only, no dancing permitted. Entertainment space limited to 50 square feet.
2. A beer wine cooler on-sale license authorizes the sale of only beer, wine and coolers for consumption only in connection with and during the consumption of a meal on the premises where the same is sold, and where such beverages are served by the licensee or an authorized employee of the licensee.

BACKUP DOCUMENTATION:
Location Map



Mariscos El Puerto
1901 North Decatur Boulevard

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

Date: Tuesday, August 26, 2014

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary New Beer Wine Room License, LAS VEGAS BUNGEE, INC. dba DESIGN & WINE at 3175 North Rainbow Boulevard - Ward 5 (Barlow)

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 Room License for a Change of Ownership.

RECOMMENDATION:
Recommend approval, subject to conditions:
1. Business must be in compliance with NRS 202.030 and 202.060 at all times.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve an Extension of a Temporary New Beer Wine Room License, LAS VEGAS BUNGEE, INC. dba DESIGN & WINE at 3175 North Rainbow Boulevard

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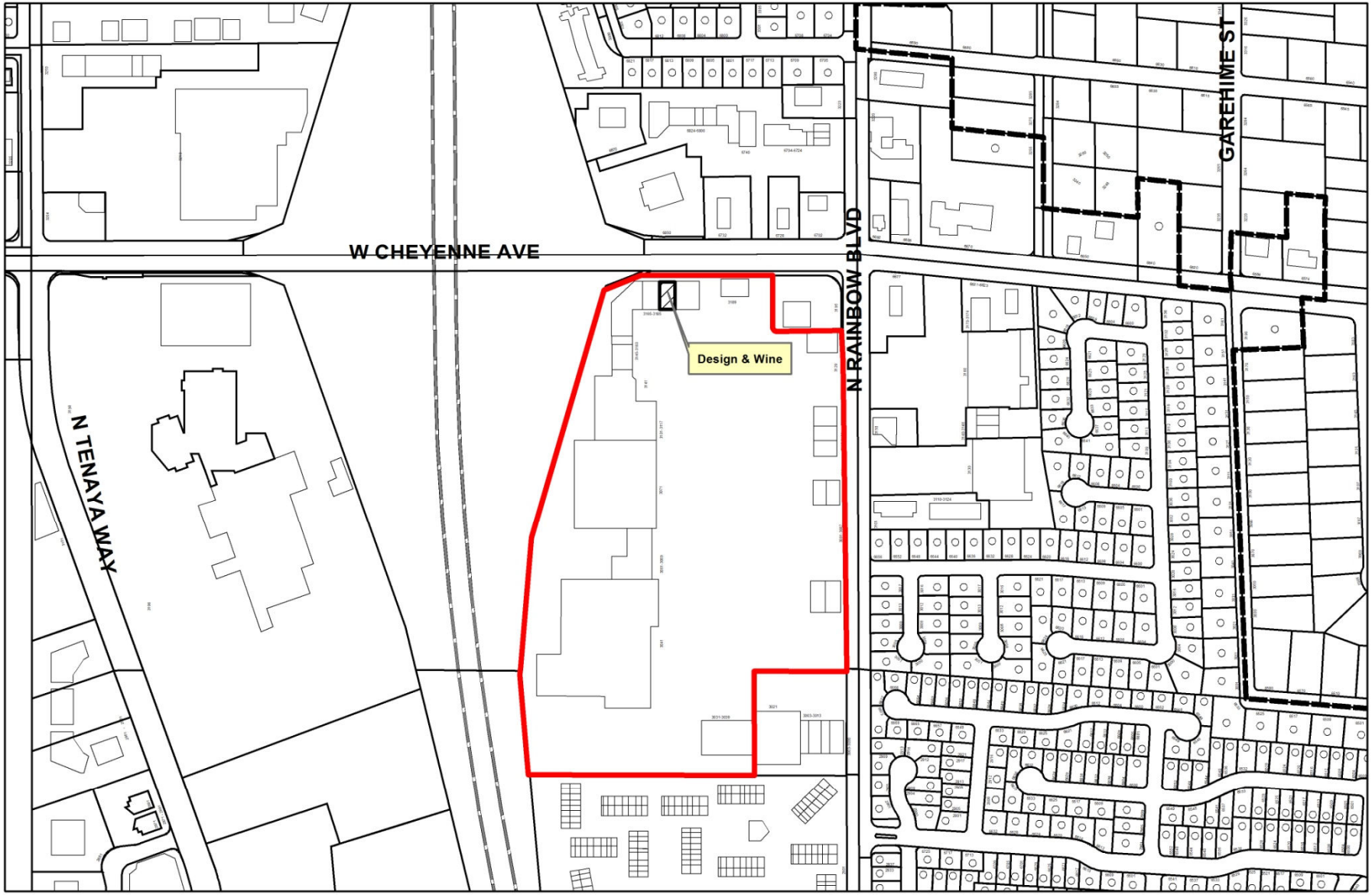
OWNERSHIP:

LAS VEGAS BUNGEE, INC.
Avraham Levi, President
Rachel Roberts, Secretary, Treasurer, Director



Design & Wine
3175 North Rainbow Boulevard

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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Geographic Information System

Planning & Development Dept.
702-229-6301

Date: Tuesday, August 26, 2014

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a One-Day Opening for a Non-Restricted Gaming License subject to confirmation of Approval by the Nevada Gaming Commission, FIFTH STREET GAMING, LLC db at 899 FREMONT, LLC at 899 Fremont Street - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a One-Day Opening for a Non-Restricted Gaming License for 16 slots for an 8-Hour time period for 899 Fremont at property formerly known as "Western Hotel & Casino" at 899 Fremont Street. Opening date October 15, 2014 from 10:00 am to 6:00 pm.

RECOMMENDATION:
Recommend approval subject to the provision of the City of Las Vegas Planning, Building and Safety, Fire Codes, and confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

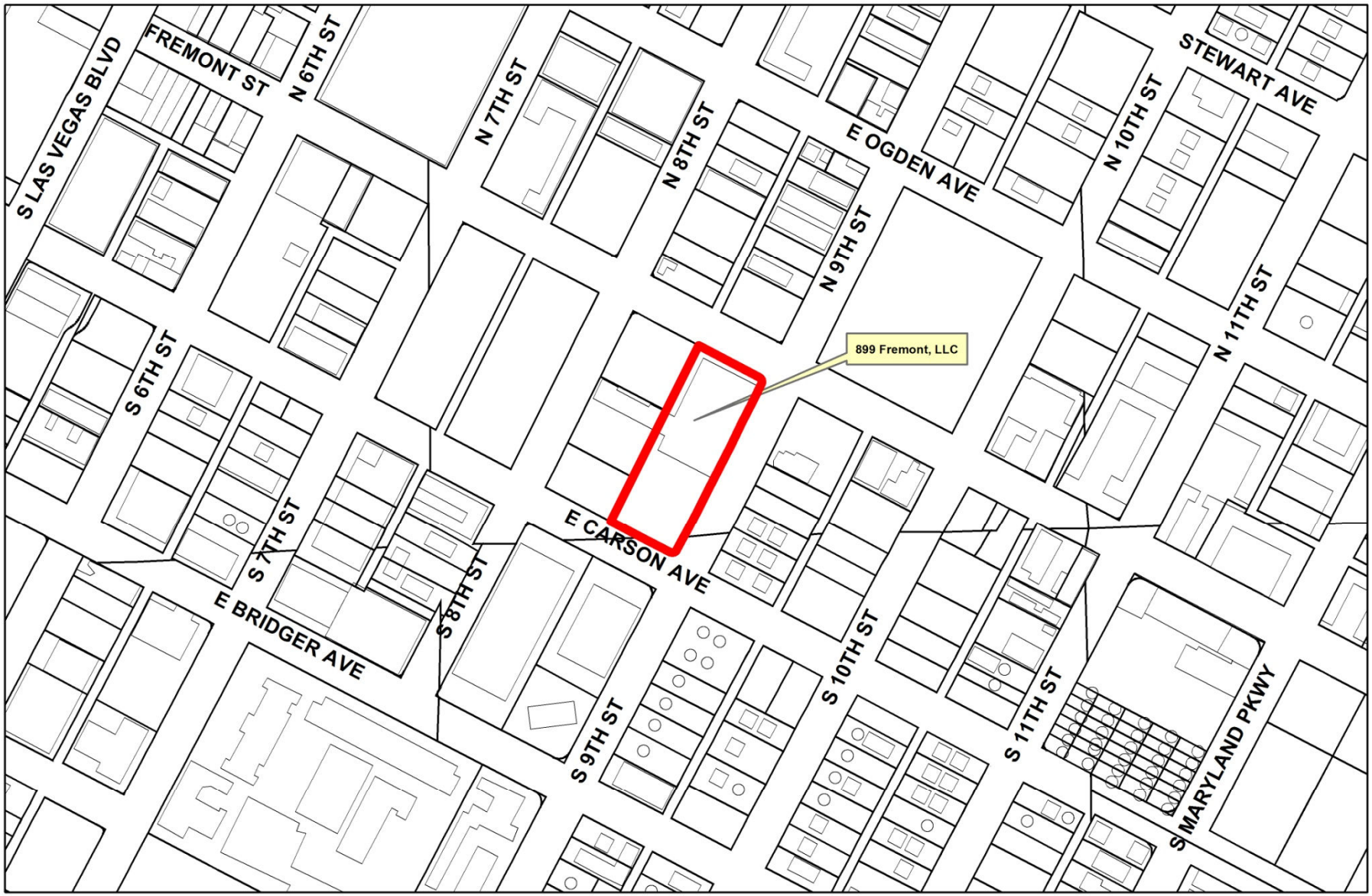
AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a One Day Opening for a Non-Restricted Gaming License subject to confirmation of Approval by the Nevada Gaming Commission, FIFTH STREET GAMING, LLC db at 899 FREMONT, LLC at 899 Fremont Street

OWNERSHIP:

FIFTH STREET GAMING, LLC

Jeffrey Fine, Manager
Jeffrey Aron Fine Separate Property Trust, Member
Jeffrey Fine, Trustee
Seth Schorr, Manager
SMS Hospitality LLC, Managing Member
Seth Schorr, Manager Member



899 Fremont, LLC
899 Fremont Street

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

Date: Tuesday, September 02, 2014

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a One-Day Opening for a Non-Restricted Gaming License subject to confirmation of Approval by the Nevada Gaming Commission, FIFTH STREET GAMING, LLC db at Gold Spike Hotel at 217 North Las Vegas Boulevard - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a One Day Opening for a Non-Restricted Gaming License for 16 slots for an 8-hour time period to preserve the Non-Conforming, Non-Restricted Gaming land use rights at the Gold Spike Hotel. Opening date September 30, 2014 from 8:00 pm to October 1, 2014 at 4:00 am.

RECOMMENDATION:
Recommend approval subject to the provision of the City of Las Vegas Planning, Building and Safety, Fire Codes, and confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a One-Day Opening for a Non-Restricted Gaming License subject to confirmation of Approval by the Nevada Gaming Commission, FIFTH STREET GAMING, LLC db at Gold Spike Hotel at 217 North Las Vegas Boulevard

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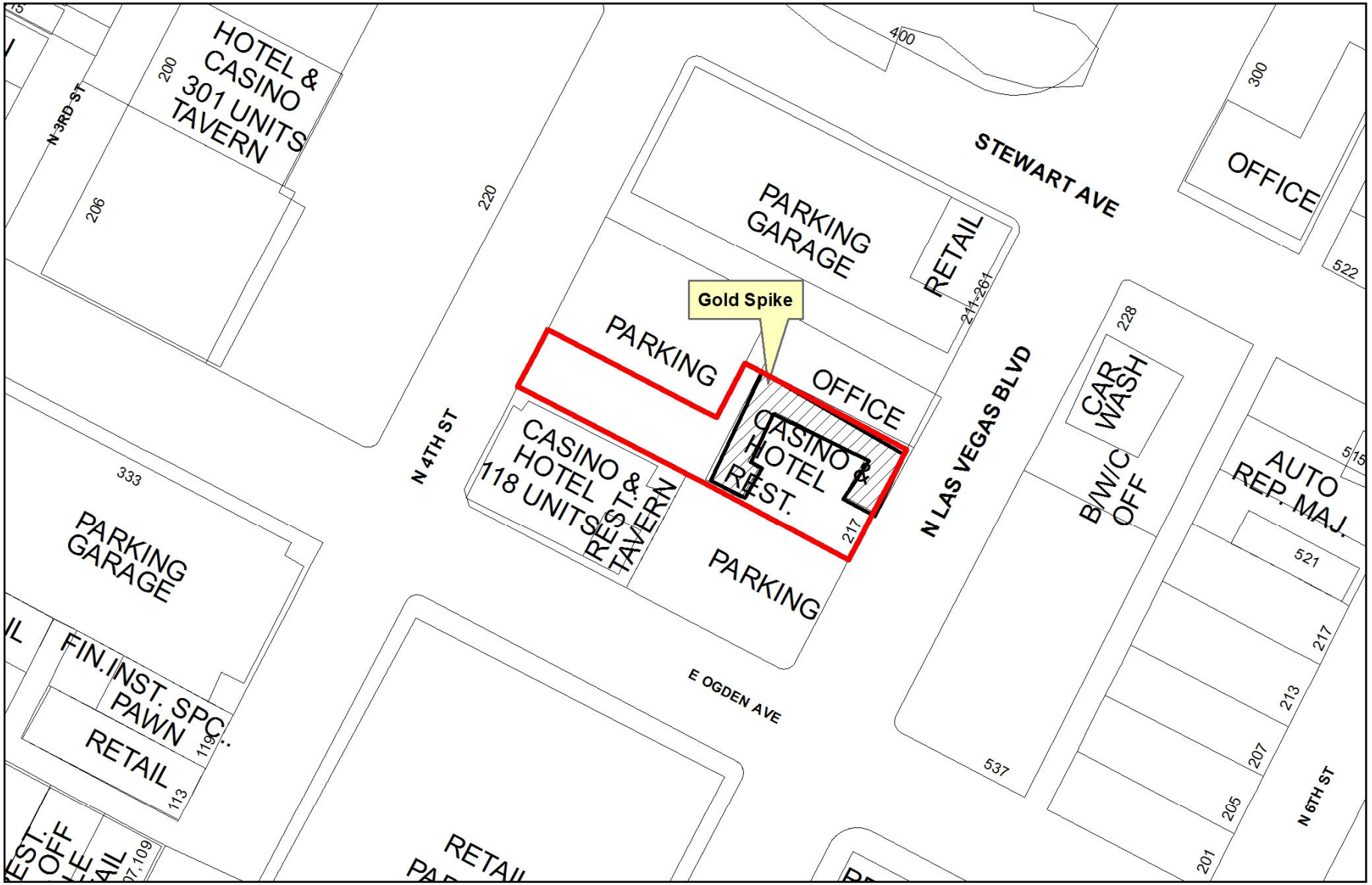
OWNERSHIP:

FIFTH STREET GAMING LLC

Jeffrey Fine, Manager
Jeffrey Aron Fine Separate Property Trust, Member
Jeffrey Fine, Trustee
Seth Schorr, Manager
SMS Hospitality LLC, Managing Member
Seth Schorr, Manager Member



Gold Spike
217 North Las Vegas Boulevard

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

Date: Tuesday, May 27, 2014

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a New Restricted Gaming License, CENTURY GAMING TECHNOLOGIES db at 7 Eleven Food Store #39598 at 3970 North Tenaya Way, Suite #120 - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a New Restricted Gaming License for 7 slots.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

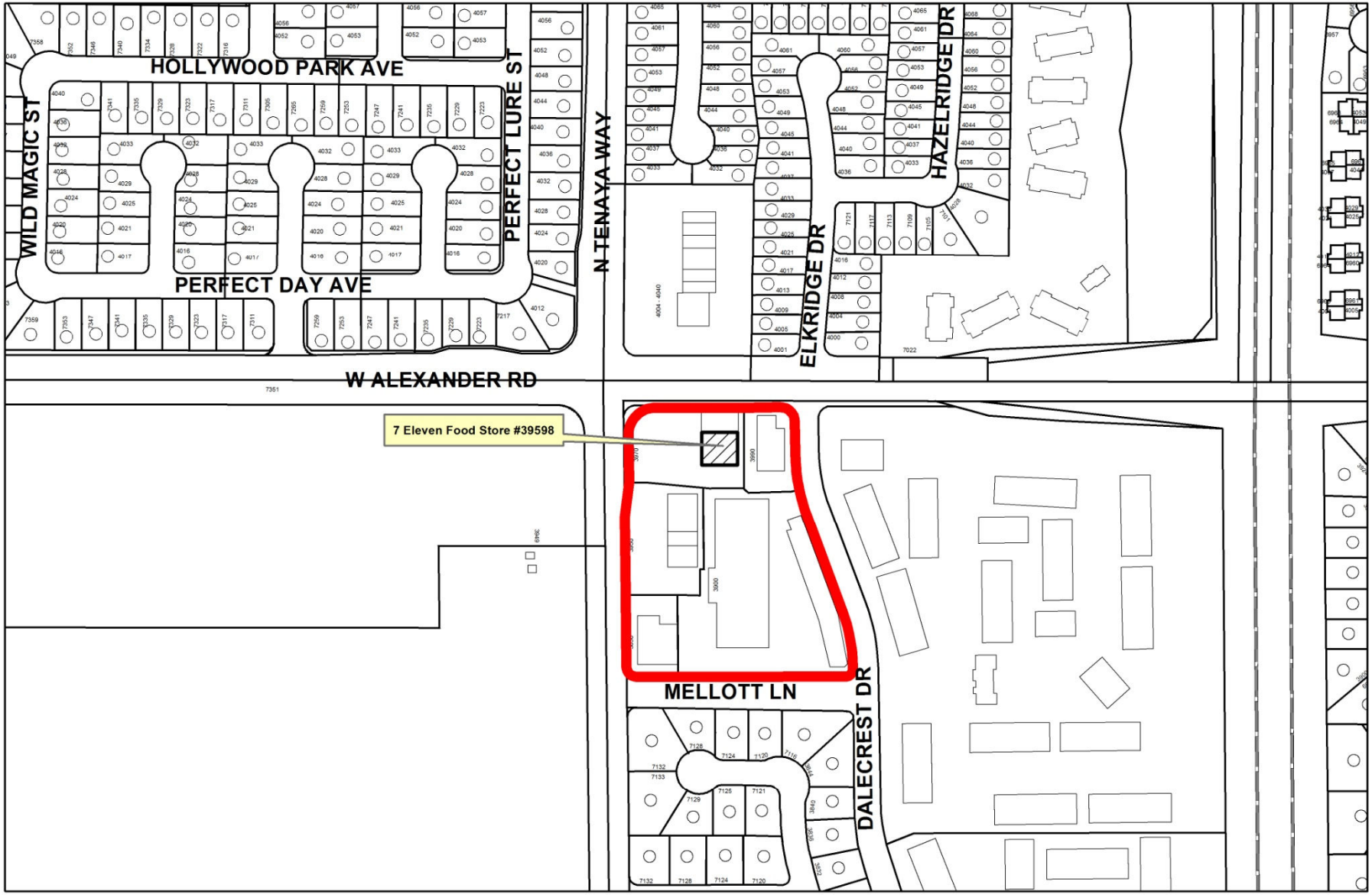
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a New Restricted Gaming License, CENTURY GAMING TECHNOLOGIES db at 7 Eleven Food Store #39598 at 3970 North Tenaya Way, Suite #120

OWNERSHIP:

UNITED COIN MACHINE CO dba
CENTURY GAMING TECHNOLOGIES
CENTURY GAMING, INC.
Steven W. Arntzen, President, Secretary, Director
Robert Woodson, Vice President
Heidi Schmalz, Treasurer, Director



7 Eleven Food Store #39598
3970 North Tenaya Way, Suite #120

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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

Date: Tuesday, September 02, 2014

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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

SUBJECT:
ADMINISTRATIVE:

ABEYANCE ITEM - Report by Tom Perrigo, City of Las Vegas Chief Sustainability Officer, on the City's Sustainability Initiative - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
After making strategic investments in renewable energy, energy efficiency, water conservation, and recycling, the city has become a nationally recognized leader in sustainability. This is the third of a four part series to update Council on progress made towards achieving sustainability goals adopted by City Council. Leaders from other agencies, utilities, and the private sector will be invited to discuss broader efforts being taken that are making Las Vegas a sustainable community. This item was held in abeyance from the September 3, 2014 City Council meeting.

RECOMMENDATION:
Receive report and direct staff accordingly

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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

SUBJECT:
ADMINISTRATIVE:

Report regarding an update on the status of negotiations between the City of Las Vegas and the Las Vegas City Employees' Association - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
At the direction of the Mayor and Council, the City Manager's Office will give a report of ongoing labor discussions and related fiscal issues. The report will provide a thorough review of labor negotiations at the city consistent with the intent of NRS 288.

RECOMMENDATION:
Report only; no action required

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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

SUBJECT:
ADMINISTRATIVE:

Report by staff on the City of Las Vegas' social media efforts - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas is committed to providing residents improved access to their government through various forms of social media and outreach. This report will provide an update on the city's social media efforts and the various tools being utilized.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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

SUBJECT:
ADMINISTRATIVE:

Report for possible action on public outreach efforts and status of term sheet and development agreement between the City of Las Vegas, City Parkway V, The Cordish Companies and Findlay Sports and Entertainment, LLC, for a proposed soccer stadium in Symphony Park located north of Bonneville Avenue, east of Grand Central Parkway, south of the Ogden Avenue underpass and west of the Union Pacific Railroad - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This report is to update Council on public outreach efforts and status of term sheet that outlines the general terms, conditions, and assumptions upon which the City of Las Vegas, City Parkway V, Inc., and newly formed entity that is indirectly owned and controlled by principals of The Cordish Companies and Findlay Sports and Entertainment, LLC, would finance and develop a new, state-of-the-art stadium designed to accommodate a Major League Soccer team.

RECOMMENDATION:
Receive report and direct

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: OFFICE OF COMMUNITY SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action regarding an agreement between WestCare Inc., cities of Las Vegas, Henderson, and North Las Vegas, Clark County and 14 Southern Nevada Hospitals for the annual operation and administration of the Community Triage Center (CTC) located at 930 North 4th Street and the City of Las Vegas' contribution of $218,241.58 (General Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $218,241.58
Funding Source: General Fund
Dept./Division: Non-departmental funds

PURPOSE/BACKGROUND:
In 2004, the Southern Nevada Regional Planning Coalition (SNRPC) recognized a report that a significant number of chronic inebriated and mentally ill persons were being held in emergency rooms for long periods of time due to an insufficient availability of mental health beds and other alternative detoxification facilities. In 2005, the SNRPC agreed to create a centrally located Community Triage Center (CTC) for those mentally ill persons and chronic inebriates who are not in need of emergency room care. WestCare agreed to operate the CTC through their facility. For the past seven (7) years, this center has been funded by the State of Nevada, local governments and area hospitals.

RECOMMENDATION:
Staff recommends approval of an agreement and the City's contribution and authorizes the Mayor to execute any and all agreements following approval as to form by City Attorney's Office.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Agreement Relating To The Provision Of Funds For The Community Triage Center

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: OFFICE OF COMMUNITY SERVICES
ITEM DESCRIPTION: Discussion for possible action regarding an agreement between WestCare Inc., cities of Las Vegas, Henderson, and North Las Vegas, Clark County and 14 Southern Nevada Hospitals for the annual operation and administration of the Community Triage Center (CTC) located at 930 North 4th Street and the city of Las Vegas' contribution of $218,241.58 - Ward 5 (Barlow)

- This is an agreement that has been funded since 2005. The total budget is $2,158,979.90 with a CLV contribution of $218,241.58.
- Agency Hospitals will collectively contribute $622,302.77 annually to the Community Triage Center.
- Local Government Agencies will collectively contribute $619,066.80 to the Community Triage Center.
- The State of Nevada SAPTA Grant will contribute $917,610.29 to the Community Triage Center.
- The Community Triage Center (CTC) is a program of WestCare Nevada, Inc., a 501 (c) (3), tax-exempt organization with over 33 years of experience providing services in Southern Nevada. The facilities are open 24 hours, 365 days a year.
- The goal of the CTC is to help relieve local healthcare, social service and law enforcement systems burdened by an overwhelming number of people suffering from mental health and substance abuse disorders.
- The CTC provides an access point for people in crisis that can be used by individuals, hospitals and law enforcement agencies.
- The CTC staff triage the individual's medical condition, mental status, substance abuse and social service needs. They assess individuals to insure that they are appropriate to receive services at the CTC. Individuals with continuing medical problems or in need of further services, medications, prescriptions and referrals are given.
- The majority of CTC clients come directly from the community hospitals and jails. Police and emergency service personnel divert individuals away from hospitals to the CTC after a brief field assessment. Additional admissions come from individuals who initially sought care in emergency rooms, but voluntarily came to the CTC. No individuals are refused due to an inability to pay for services.
- WestCare has a dedicated transportation department. A minimum of two vehicles, each with a driver and EMT, is available 24 hours, seven days a week. This department transports individuals in crisis to the CTC and other WestCare facilities, thereby reducing the demand on the police and emergency medical system for transportation services.
- Over 8,000 persons have been diverted from the hospitals, jails, and street since July 2006.

AGREEMENT RELATING TO THE PROVISION OF FUNDS FOR THE COMMUNITY TRIAGE CENTER

THIS AGREEMENT RELATING TO THE PROVISION OF FUNDS FOR THE COMMUNITY TRIAGE CENTER (this "Agreement") is entered into as of July 1, 2014, by and between WestCare Nevada, Inc., a Nevada non-profit corporation ("WestCare"), the Local Government Parties (as defined below), and the Hospital Parties (as defined below) to provide funds for the Community Triage Center, also known as the Crisis Triage Center, operated by WestCare at 930 North 4th Street, Las Vegas, Nevada 89101. For the purposes of this Agreement, Boulder City Hospital, Centennial Hills Hospital, Desert Springs Hospital, Sunrise Mountain View Hospital, Inc., a Nevada corporation ("Mountain View Hospital"), Dignity Health, d/b/a St. Rose Dominican Hospitals (consisting of the Rose deLima, Siena, and San Martin campuses), Southern Hills Medical Center, LLC, a Nevada limited liability company ("Southern Hills Hospital"), Spring Valley Hospital, Summerlin Hospital, Sunrise Hospital and Medical Center, LLC, a Nevada limited liability company ("Sunrise Hospital"), University Medical Center of Southern Nevada, Valley Hospital and North Vista Hospital shall be collectively referred to as the "Hospital Parties;" and Clark County, City of Las Vegas, City of Henderson, and the City of North Las Vegas shall be collectively referred to as the "Local Government Parties."

WITNESSETH:

WHEREAS, the Southern Nevada Regional Planning Coalition recommended certain strategies which are contained in a report issued by the Southern Nevada Mental Health Coalition and the Chronic Public Inebriate Task Force (the "Report"), to help resolve problems associated with emergency room and detention center overcrowding by mentally ill persons and chronic inebriates in the Southern Nevada region; and

WHEREAS, the Report determined that a major contributing factor to the overcrowding problem is that a significant number of chronic inebriates and mentally ill persons are being held in emergency rooms for long periods of time due to insufficient availability of mental health beds and other alternative detoxification facilities in the Southern Nevada region; and

WHEREAS, the Southern Nevada Regional Planning Coalition recommended the creation in the community of a centrally located drop-off triage center for those mentally ill persons and chronic inebriates who are not in need of emergency room care, which would be funded by state and local governments, with contributions also made by area hospitals; and

WHEREAS, the parties to this Agreement each hereby agree that a centrally located drop-off triage center for those mentally ill persons and chronic inebriates who are not in need of emergency room care would be a substantial benefit to the inhabitants of the Southern Nevada region, and that the Community Triage Center ("CTC") established by WestCare is willing to provide such a service; and

WHEREAS, the CTC and its interconnected transportation system helps relieve the overcrowding of local emergency rooms and detention centers by diverting people having substance abuse and mental health crises to a more appropriate non-emergency treatment setting, and

WHEREAS, the Local Government Parties and the Hospital Parties in conjunction with the Mental Health Division of the State of Nevada Health and Human Services Department (the "State") have committed to provide certain funds to the CTC according to the terms and conditions of this Agreement to help address the immediate public health crisis and alleviate some of the overcrowding of the Hospital Parties' emergency rooms, and local government parties' detention centers; and

WHEREAS, in accordance with the terms and conditions set forth in this Agreement, the parties agree to contribute the amounts designated herein to be used and applied solely as each party's respective contributions toward the estimated operating budget costs for the CTC and related transportation system operated by WestCare ("WestCare Budget"), for the period beginning July 1, 2014, and ending June 30, 2015, subject to earlier termination as provided herein ("Term").

NOW, THEREFORE, it is agreed by WestCare, the Hospital Parties and the Local Government Parties agree as follows:

1. DEFINITIONS

The following definitions apply to this Agreement.

A. "Commencement Date" means July 1, 2014, or the date thereafter that this Agreement becomes effective by execution by all the parties hereto.

2. FUNDING OF THE COMMUNITY TRIAGE CENTER

A. At the request of the Local Government Parties and Hospital Parties, WestCare has prepared the WestCare Budget. The funds to be provided by the Hospital Parties under this Agreement for their yearly share toward the WestCare Budget during the Term shall be as follows:

Boulder City Hospital	$ 2,051.55	per year
Centennial Hills Hospital	$ 13,676.98	per year
Desert Springs Hospital	$ 32,824.76	per year
Mountain View Hospital	$ 34,192.46	per year
St. Rose Dominican Hospital- Rose deLima campus	$ 25,302.42	per year
St. Rose Dominican Hospital- Siena campus	$ 21,883.17	per year
St. Rose Dominican Hospital- San Martin	$ 8,890.04	per year
Southern Hills Hospital	$ 14,360.83	per year
Spring Valley Hospital	$ 37,611.71	per year

Summerlin Hospital	$ 17,780.08	per year
Sunrise Hospital	$121,725.16	per year
University Medical Center	$181,220.04	per year
Valley Hospital	$ 63,597.98	per year
North Vista Hospital	$ 47,185.59	per year
Total Hospital Parties cash	$622,302.77	per year

B. The funds to be provided by the Local Government Parties under this Agreement for their yearly share toward the WestCare Budget shall be as follows:

Clark County	$322,912.90	per year
City of Las Vegas	$218,241.58	per year
City of Henderson	$ 15,184.51	per year
City of North Las Vegas	$ 62,727.81	per year
Total Local Government Parties cash	$619,066.80	per year

There is a need to document in-kind contributions from the Local Governments and/or Hospital so that the match can be met at the State level for WestCare to access all appropriated dollars at a 2:1 match, as follows:

Total Cash – Local Government Parties	$619,066.80
Total Cash – Local Hospital Parties	$622,302.77
Total Cash	$1,241,369.50
In-Kind (need either in-kind or cash to max state draw)	$258,630.43
Total all Cash plus In-Kind	$1,500,000.00

C. For the Term of this Agreement, each of the Local Government Parties and Hospital Parties agree to pay its yearly cost in the amounts indicated in paragraphs A and B of this Section 2, except that the allocation (but not the total amount) of the per year costs among the Hospital Parties may be revised one time during the Term based upon an analysis of the first six (6) months use of the CTC by each Hospital Party. Such analysis and possible revision of the allocation of the total per year hospital costs one time during the Term must be requested in writing by that number of hospitals that contribute in the aggregate of at least 75% of the total contributions from the Hospital Parties, and the request must be received no later than February 1, 2015 by the CTC Oversight Committee. Such analysis will be conducted by the representatives of Local Government Parties and Hospital Parties from the CTC Oversight Committee and the results will be submitted to all parties no later than March 1, 2015. No revision shall be effective unless approved in writing by all Hospital Parties. Each of the parties to this Agreement agrees to pay its share of the monthly costs in a lump sum amount equal to the total monthly costs for each of the calendar months occurring during the Term; and for each of the calendar months occurring on or after the execution of this Agreement, each of the parties agrees to pay its share of the monthly costs on or before the 10th day of each calendar month.

D. The funds to be provided by the Hospital Parties under this Agreement shall be contingent upon WestCare receiving the funds to be provided by the Local Government Parties under this Agreement, and upon WestCare receiving funding for the remaining balance of the WestCare Budget for WestCare's fiscal year ending June 30, 2015, from State SAPTA grants as well as those monies provided from the 2013 Legislative session or other sources in the amount of $917.610.29 ("State Portion"). In the event that WestCare fails to secure the State Portion from sources other than the parties to this Agreement by January 1, 2015, then this Agreement shall automatically terminate on January 15, 2015, with none of the Hospital Parties, Local Government Parties or WestCare having any further obligations or responsibilities hereunder (except as otherwise provided in this Agreement), and this Agreement shall be cancelled, deemed null and void and of no further effect as of January 15, 2015. WestCare shall give notice to the parties in writing January 15, 2015, if it fails to secure the state portion of funds. If WestCare procures the State Portion, it shall provide evidence of such funding to all parties to this Agreement by January 15, 2015.

E. Each of the Hospital Parties and the Local Government Parties shall make its monthly payment directly to WestCare, who shall provide written receipt of such payments to the contributing party.

3. SCOPE OF SERVICES TO BE PROVIDED BY WESTCARE

A. WestCare will operate the CTC at 930 North 4th Street, Las Vegas, Nevada, and provide inpatient mental health, substance abuse, and detoxification services to adults and youths who are homeless and/or chronic inebriates, as well as such services as otherwise set forth in this Agreement (the "Services"). Hospital Parties to this Agreement may refer a client to the CTC. WestCare, upon request, will provide transportation services, available 24 hours a day, 7 days a week at no additional cost to the Hospital Parties, to transport the client from the referring Hospital Party to the CTC facility. WestCare will also accept self-referred clients, and those clients referred by law enforcement agencies and emergency medical service providers as an additional means to divert clients from the local jails and emergency departments.

B. In operating this facility, WestCare agrees and represents that at all times during the Term it will:

i. Triage all patients to assess their needs through mental health and substance abuse assessments performed by licensed professionals;

ii. Provide all Services in either a residential or outpatient setting based on the needs of the patient;

iii. Provide (i) social model and medically supported detoxification services, (ii) adult psychiatric evaluations by board certified psychiatrists and administer a limited supply of psychiatric medications, and (iii) case management services to assist patients with follow-up and long term medical, psychiatric and substance abuse treatment;

iv. Employ management, staff and volunteers with sufficient technical knowledge, skill and expertise necessary to provide the Services;

v. Be available for consultation regarding patient management and referral of patient services with all Hospital Parties during normal working hours and at such other reasonable times as to not conflict with WestCare's other responsibilities;

vi. Provide the Local Government Parties with a facility able to provide triage services for the homeless population. The CTC has become a necessary resource to the homeless continuum of care in that it provides a location for those homeless individuals who are under the influence and cannot gain access to other community provided shelters. Over 85% of the 4,000 individuals served annually by the CTC are homeless individuals. Intensive case management offers all individuals the opportunity to be connected to vital community resources and support. Case managers meet with each client and assess each client's immediate needs. Efforts are directed towards identifying appropriate treatment, stable supportive living, and mainstream services to assist clients, reduce recidivism, and promote a healthy lifestyle;

vii. Submit monthly status reports to the Hospital Parties and Local Government Parties, which shall be due on the 15th day of each month following the month for which the report is prepared, with the first report due August 15, 2014. These reports shall cover the activities of the CTC, including, but not limited to (i) the number of persons being brought directly to WestCare via EMS, (ii) the number of persons brought to WestCare who were under the influence of drugs or alcohol in a public or private place, (iii) the number of persons who are referred to WestCare from hospitals with separate totals for each hospital, (iv) the number of persons who are referred to WestCare from detention centers and/or are police drop-offs, and (v) the number of persons referred to WestCare from locations other than hospitals, detention centers or police drop-offs, and the source of those referrals. In addition, the report shall contain the total number of mental health and substance abuse patients seen at the CTC, including both youths and adults, and the categories of treatment provided. In addition, the report shall contain the costs to WestCare of serving these patients on an itemized basis and a comparison of such costs to the WestCare Budget;

viii. Maintain complete and accurate financial records pertaining to all matters relative to this Agreement in accordance with generally accepted accounting principles and procedures, and retain all such records and supporting documentation applicable to this Agreement for a period of five (5) years after expiration or other termination of this Agreement. Furthermore, all such records relating to any analysis or audit performed relative to this Agreement or the WestCare Budget shall be retained for five (5) years after such analysis or audit has been performed and any findings have been resolved. In the event that WestCare no longer operates in Nevada, it shall be required to deliver a copy of all of its records relating to this Agreement to be retained by Clark County for the required period of time. All parties to this Agreement, at their own cost, shall be provided reasonable access to such records for purposes related to the Agreement;

ix. Maintain all federal, state, and local licenses and registrations applicable to WestCare for the services to be performed at the CTC and assure that all such services are performed in compliance with all applicable laws, rules and regulations; and

x. Maintain appropriate automobile, general liability, casualty, professional liability, workers compensation and other insurance in types and amounts customary for the type of services performed under this Agreement (but in no event less than $1,000,000 per occurrence and $3,000,000 annual aggregate with respect to each of the general and professional liability insurance policies), from insurance companies licensed in Nevada. WestCare shall provide evidence of such coverage to each party prior to the execution of this Agreement.

4. TERM

This Agreement shall commence as of the Commencement Date and shall be effective until June 30, 2015 ("Expiration Date"), unless sooner terminated as expressly provided in this Agreement.

5. RIGHT TO CONDUCT ANALYSIS AND INSPECT

Clark County shall provide oversight on behalf of the Southern Nevada Regional Planning Coalition for analyzing and inspecting the services of WestCare in the operation of the CTC and shall provide all reports to the other Local Government Parties. However, the Hospital Parties to this Agreement retain the right to review and inspect the Services of WestCare in the operation of the CTC, including, but not limited to, inspection of WestCare's books and records as they pertain to this Agreement.

6. TERMINATION

A. This Agreement may be terminated by WestCare with respect to a particular Hospital Party in the event of a failure of such Hospital Party to make its contribution hereunder after giving such Hospital Party written notice of default and a period of 10 calendar days to cure such default by making its contribution. If a Hospital Party defaults in its obligations hereunder, and fails to cure such default, the Agreement may be terminated as to the defaulting Hospital Party only. This Agreement shall not be terminated in its entirety for a default of one Hospital Party except by mutual agreement of all remaining Hospital Parties. If this Agreement is terminated as to any Hospital Party for default of such Hospital Party, the defaulting Hospital Party will pay WestCare that portion of the monthly cost due from such Hospital Party which has been earned as of the effective date of termination, which shall be WestCare's sole and exclusive remedy for such termination.

B. This Agreement may be terminated by any Hospital Party with respect to such Hospital Party in the event of a failure of WestCare to perform its obligations hereunder after giving WestCare:

1. Not less than 10 calendar days written notice of its failure to meet an obligation hereunder and providing a copy to all other parties; and

2. An opportunity to remedy that failure within 10 calendar days, or if the breach cannot reasonably be cured within that 10 calendar day period, to commence remedying the breach during that period and cure such breach in no more than 30 days.

If WestCare defaults in its obligations to one Hospital Party hereunder, and fails to cure such default, the Agreement may be terminated as to that Hospital Party only. This Agreement shall not be terminated in its entirety for a default by WestCare except by mutual agreement of all remaining Hospital Parties. If this Agreement is terminated by any Hospital Party for default of WestCare and failure to cure within the time frames set forth above, the terminating Hospital Party will pay WestCare that portion of the monthly cost due from such Hospital Party which has been earned as of the effective date of termination, no further payments will be made by the Hospital Party and such Hospital Party shall have no further obligations hereunder.

C. In the event that number of Hospital Parties that contribute in the aggregate 50% or more of the total contributions from the Hospital Parties fail to make their contributions in any one month, this Agreement may be terminated by WestCare with respect to all Hospital Parties by providing all Hospital Parties not less than 10 calendar days written notice of such failure to meet an obligation hereunder and an opportunity to remedy that failure within 10 calendar days. In such case, the defaulting Hospital Parties will pay WestCare that portion of the monthly cost due from such Hospital Parties which has been earned prior to the effective date of termination, which shall be WestCare's sole and exclusive remedy for such termination. Additionally, and for purposes of notice only, WestCare shall provide the Local Government Parties with notice of the Hospital Parties' failure to make their contribution in any one month.

D. No party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of WestCare's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within WestCare's control.

E. No party or any of its respective principals, officers, employees or agents shall have any liability to any other party for termination of this Agreement under this Section 6 and termination of this Agreement shall be each party's sole and exclusive remedy under this Agreement, other than any rights of contribution one party may have against another under Nevada law or WestCare's right to any unpaid monthly costs from the Hospital Parties to the extent set forth in Sections 6(A), 6(B) and 6(C).

F. Any party may terminate its participation in this Agreement for any reason prior to the Termination Date ("Early Termination"). The party that desires Early Termination shall serve written notice to the other parties at least 30 days prior to the Early Termination date. All rights and duties of the terminating party pursuant to this Agreement shall end upon the Early Termination Date.

7. MODIFICATION /AMENDMENT

Except as otherwise provided in Section 2(C), this Agreement shall not be modified or amended except by the express written agreement of WestCare, the Hospital Parties and the Local Government Parties, signed by a duly authorized representative of each party. Any other attempt to modify or amend this Agreement shall be null and void and may not be relied upon by any party.

8. EACH PARTY TO BEAR RESPONSIBILITY FOR OWN ACTIONS

Each party to this Agreement shall be responsible for the acts and omissions of that party, its officers, directors, employees, contractors and agents.

9. OTHER PARTY INTEREST

This Agreement is entered into for the exclusive benefits of the parties hereto and is not intended to benefit any individual or entity not expressly named a party herein.

10. INDEPENDENT ENTITIES

WestCare, the Hospital Parties and the Local Government Parties are all independent entities and nothing contained in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties among them, contracting with each other solely for the purpose of carrying out the provisions of this Agreement on a several basis. Each of the Hospital Parties and Local Government Parties enter into this Agreement severally only, and shall not be obligated under this Agreement jointly, jointly and severally or other than as separate and independent parties.

11. ENTIRE AGREEMENT

This executed Agreement contains the entire agreement among the parties hereto relating to rights granted and obligations assumed by the parties herein. Any prior agreement, contract, promises, negotiations, or representation, either oral or written, relating to the subject matter for this Agreement not expressly set forth in this Agreement is superseded by this Agreement and of no further force or effect.

12. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute an agreement. To facilitate the execution of this Agreement, the parties may execute and exchange by facsimile counterparts of the signature pages.

13. FISCAL FUND OUT CLAUSE

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Local Government Parties and University Medical Center of Southern Nevada ("UMCSN") for

the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Local Government Parties and UMCSN obligations under it shall be extinguished at the end of any of Local Government Partys' and UMC's fiscal years in which Local Government Partys' and UMCSN's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Local Government Parties and UMCSN agree that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the 30th day of June of the current fiscal year. Termination under this Section shall not relieve Local Government Parties or UMCSN of their obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

14. PATIENT PROTECTION AND AFFORDABLE CARE ACT

All parties hereto acknowledge and agree that the implementation of the Patient Protection and Affordable Care Act (the "Act") may allow certain services provided under this Agreement to be billed through third-party insurance. Although the impact and application of the Act is unknown at this time, it is understood among the parties that this Agreement may be amended by written agreement by all the parties herein to reflect any changed circumstance or billing structure as a result of the Act.

15. INDEMNIFICATION

Each party shall be responsible for claims for damages or injuries arising from the acts or omissions of its officers, agents and employees subject to the limitations pursuant to NRS Chapter 41. Contract liability of the parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626. The parties do not waive any right or defense to indemnification that may exist in law or equity.

16. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to the laws of the State of Nevada.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, WestCare, the Local Government Parties and the Hospital Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

PASSED, ADOPTED AND APPROVED this _____day of _____, 2014.

WESTCARE NEVADA, INC.

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____day of _____, 2014.

BOULDER CITY HOSPITAL

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____day of _____, 2014.

CENTENNIAL HILLS HOSPITAL

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____day of _____, 2014.

DESERT SPRINGS HOSPITAL

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____day of _____, 2014.

MOUNTAIN VIEW HOSPITAL

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____day of _____, 2014.

ST. ROSE DOMINICAN HOSPITAL
ROSE deLIMA CAMPUS

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____day of _____, 2014.

ST. ROSE DOMINICAN HOSPITAL
SIENA CAMPUS

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____day of _____, 2014.

ST. ROSE DOMINICAN HOSPITAL
SAN MARTIN CAMPUS

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____day of _____, 2014.

SOUTHERN HILLS HOSPITAL

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____day of _____, 2014.

SPRING VALLEY HOSPITAL

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____day of _____, 2014.

SUMMERLIN HOSPITAL

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____day of _____, 2014.

SUNRISE HOSPITAL

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____day of _____, 2014.

UNIVERSITY MEDICAL CENTER

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____day of _____, 2014.

VALLEY HOSPITAL

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____day of _____, 2014.

NORTH VISTA HOSPITAL

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

BY: _____
STEVE SISOLAK, CHAIR

ATTEST:

BY: _____
DIANA ALBA, CLARK COUNTY CLERK

APPROVED AS TO FORM:

BY: _____
STEVEN WOLFSON, DISTRICT ATTORNEY

PASSED, ADOPTED AND APPROVED this _____day of _____, 2014.

CITY OF LAS VEGAS

BY: _____
CAROLYN GOODMAN, MAYOR

ATTEST:

BY: _____
BEVERLY K. BRIDGES, MMC, CITY CLERK

APPROVED AS TO FORM:

BY: Robert S. Sylvain 7-2-14
ROBERT S. SYLVAIN, DEPUTY CITY ATTORNEY

PASSED, ADOPTED AND APPROVED this _____day of _____, 2014.

FOR: CITY OF HENDERSON
CLARK COUNTY, NEVADA

COUNCIL ACTION _____

ATTEST:

_____
ANDY HAFEN
MAYOR

_____
SABRINA MERCADANTE, MMC
CITY CLERK

_____
JACOB L. SNOW
CITY MANAGER

APPROVED AS TO FORM:

_____
JOSH M. REID
CITY ATTORNEY

APPROVED AS TO CONTENT:

_____
STEPHANIE GARCIA-VAUSE,
DIRECTOR, COMMUNITY
DEVELOPMENT AND SERVICES

APPROVED AS TO FUNDING:

_____
RICHARD A. DERRICK
CHIEF FINANCE OFFICER

PASSED, ADOPTED AND APPROVED this _____day of _____, 2014.

CITY OF NORTH LAS VEGAS

BY: _____
SHARI L. BUCK, MAYOR

ATTEST:

BY: _____
KAREN L. STORMS, CMC, CITY CLERK

APPROVED AS TO FORM:

BY: _____
NICHOLAS G. VASKOV, ACTING CITY ATTORNEY

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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

SUBJECT:
Discussion for possible action regarding a Fifth Amendment to Lease between the City of Las Vegas (City) and OG Las Vegas, LLC, to amend terms relative to the lease rate and purchase option for the parking garage located at 333 East Ogden Avenue, totaling approximately 1.03 acres (APN 139-34-510-020) - Ward 5 (Barlow) [NOTE: This is a related item to Council Item 53 (R-31-2014)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
The purpose of the Fifth Amendment to Lease between the City and CIM/OG Las Vegas, LLC (now known as OG Las Vegas, LLC) is to amend terms relative to the lease rate such as payment for amounts due to the City for accrued rent and the total adjustment amount to bring previous rent payments to the newly established appraised rent as well as to define the purchase price and amend terms relative to the purchase option for the parking garage.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Fifth Amendment to Lease
3. Disclosure of Principals
4. Certificate of Amendment to Articles of Organization
5. Site Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
ITEM DESCRIPTION: Discussion and possible action regarding a Fifth Amendment to Lease with OG Las Vegas, LLC for the parking garage at 333 East Ogden Avenue

1. On 12/15/10, Council approved the Fourth Amendment to Lease (4th Amendment) with CIM/OG Las Vegas, LLC (now known as OG Las Vegas, LLC)(Lessee) for the Ogden Garage which did the following:

a. Provided for a City waiver of rent payments due from Lessee while construction to renovate the former Lady Luck Hotel and Casino (Lady Luck) that is now the Downtown Grand were being performed.

b. Modified rent payments (which resumed on 10/1/13) to be the higher of the Appraised Rent as determined by 2 appraisals or $250,000 per year for 10 years with a 10% increase for each successive 10 year period.

c. Gave Lessee the option to purchase the Ogden Garage:

i. For a purchase price equal to 10 times the current lease rent (Purchase Price) with a minimum price of $2.5 million after meeting threshold requirements (which included but were not limited to) a minimum investment of $100 million to renovate the Lady Luck and the substantial completion of construction on those renovations by 9/30/13.

ii. A deduction from the purchase price for mutually approved capital improvements that Lessee will perform to the Ogden Garage.

2. On or before 9/30/13 the following had occurred:

a. A minimum of $100 million had been invested to renovate the Lady Luck to become the Downtown Grand.

b. Substantial completion of construction on those renovations had been completed.

3. Accordingly, on 10/1/13 Lessee began making modified monthly rent payments based on the minimum $250,000 annual rent since, inadvertently, the 2 appraisals needed to determine the Appraised Rent had not yet been completed.

4. Further, on October 7, 2013, Lessee notifed the City that it was exercising the option to purchase the Ogden Garage and the Appraised Rent was also needed to determine the Purchase Price.

5. The 2 appraisals needed to determine the Appraised Rent and Purchase Price have been completed and these items have been determined to be:

a. Appraised Rent - $550,000 per year or $45,833.33 per month

b. Purchase Price - $5.5 million

6. In addition, prior to the approval and execution of the 4th Amendment, there were certain amounts payable by Lessee as rent due for periods prior to the 4th Amendment that have not yet been paid which sums total $978,000 (Accrued Rent).

7. The Fifth Amendment to Lease (5th Amendment) will amend terms relative to the lease rate and purchase option for the parking garge to address the following:

a. Payment of Accrued Rent:

i. Lessee has agreed to make a payment of $250,000 following the full execution of the 5th Amendment, 17 monthly payments of $13,900 beginning 10/15/14 followed by a payment of $13,700 of which sums total $500,000.

ii. Lessee has also pledged to expend, within 36 months from the Effective Date of the 5th Amendment, at least $600,000 on "Qualified Capital Improvements" (defined as capital expenditures under generally accepted accounting principles) to any of the following projects: (i) Mob Museum Plaza; (ii) 3rd St. Promenande; or, (iii) 116 N. Third St. (former Crazy Ely's store).

(1) Upon execution of the 5th Amendment, Lessee will deposit $150,000 into an escrow account to be held as security for Lessee's pledge to expend dollars for capital improvements.

(a) Escrowed funds will be released on a dollar for dollar match to funds expended by Lessee.

(b) Any funds remaining in the escrow account 36 months from the Effective Date of the 5th Amendment become the property of the city.

b. Modification of Rent Payments - Rent payments back to 10/1/13 will be modified to the Appraised Rent amount and an adjustment for the sum of the increase from actual rent payments made to the Appraised Rent will be paid by Lessee by monthly payments of $13,900 beginning on 4/15/16 after the payments for the Accrued Rent have ended.

c. Withdrawal of Option; Survival of Option:

i. Withdrawal of Option to purchase parking garage previously exercised by Lessee but allowance for Lessee to still exercise the Option within 36 months from the Effective Date of this 5th Amendment.

ii. Purchase Price - Remains $5,500,000.

iii. Credits against Purchase Price - Lessee will get credits against the Purchase Price for:

(1) Premises Improvements - Up to $345,000 for parking control systems, elevator modernization, lighting replacement and fire panel replacement.

(2) Actual rent paid for 6 months from the Effective Date up to a maximum of $274,999.98 ($45,833.33x6).

FIFTH AMENDMENT TO LEASE

(Ogden Garage)

THIS AMENDMENT to Lease ("Fifth Amendment") is entered into on this ___ day of September, 2014 (the "Effective Date"), by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("Lessor"), and OG LAS VEGAS, LLC, a Nevada limited liability company (formerly known as CIM/OG Las Vegas, LLC), or its assigns ("Lessee").

RECITALS

A. **WHEREAS**, Lessor is the lessor, and the Lessee is the lessee under that certain Indenture of Lease under the date of June 6, 1984 by and Between Landlord, as lessor, and Andrew Tompkins, as lessee ("Original Lessee"), recorded in the Official Records of Clark County, Nevada on June 7, 1984 in Book 1932 as Instrument No. 1891871, with Tompkins' interest under such lease having been assigned: (i) by Original Lessee to Lady Luck Gaming Corporation, a Delaware corporation ("LLGC"), pursuant to that certain Assignment and Assumption of Lease (Parking Garage Parcel), dated September 12, 2000 and recorded in the Clark County Official Records as Document 20000912.01138, (ii) by LLGC to Gemini Inc., a Nevada corporation ("Gemini") pursuant to that certain Assignment and Assumption of Lease (Parking Garage Parcel), dated September 12, 2000, and recorded in the Clark County Official Records as Document 20000912.01139, (iii) by Gemini to Steadfast Plaza, L.P., a California limited partnership ("Plaza") and Steadfast Creekside, L.P., a California limited partnership ("Creekside"), pursuant to that certain Assignment and Assumption of Lease (Parking Garage Parcel), dated October 30, 2002, and recorded in the Clark County Official records as Document 20021030.03209, (iv) by Plaza and Creekside to Steadfast AMX II, LLC, a Nevada limited liability company ("AMX II"), and Steadfast AMX I, LLC, a Nevada limited liability company ("AMX I"), pursuant to certain Assignment and Assumption of Lease (Parking Garage Parcel), dated July 8, 2003, and recorded in the Clark County Official Records as Document 20030804.02333, (v) by AMX I and AMX II to Downtown Resorts, LLC, a Nevada limited liability company (f/k/a The Henry Brent Company, a Nevada limited liability company) pursuant to that certain Assignment and Assumption of Lease (Parking Garage Parcel) dated April 29, 2005, and recorded in the Clark County Official Records as Document 20050429-0005090, (vi) by Downtown Resorts, LLC to CIM/LL Las Vegas, LLC, a Nevada limited liability company, pursuant to that certain Assignment and Assumption of Lease (Parking Garage Parcel), dated October 5, 2007, and recorded in Clark County Official Records as Document 20071008-0000663, and (vii) by CIM/LL Las Vegas, LLC to Lessee pursuant to that certain Assignment and Assumption of Lease (Parking Garage Parcel), dated as of even date herewith and executed and delivered immediately prior to the execution and delivery of this Fourth Amendment, and to be recorded in Clark County Official Records immediately prior to the recording in Clark County Official Records of this Fourth Amendment, and as extended and amended: (aa) pursuant to that certain Extension of Lady Luck Parking Garage Lease and Consent to Assignment, dated March 16, 2005 (unrecorded), (bb) by that certain Second Amendment of Lady Luck Parking Garage Lease, dated January 3, 2006 (unrecorded), (cc) by that certain Third Amendment to Lease by and between Lessor and CIM/LL Las Vegas, LLC, a Nevada limited liability company, dated July 2, 2008 (unrecorded); and (dd) by that certain

Fourth Amendment to Lease by and between Lessor and CIM/OG Las Vegas, LLC dated as of December 15, 2010 (as so assigned, extended and amended, the "Lease").

B. **WHEREAS**, the Lease pertains to certain real property located in the City or Las Vegas, County of Clark, State of Nevada and all improvements now or hereafter located thereon (the "Premises"), as more particularly described on Exhibit A, attached hereto.

C. **WHEREAS**, Lessor and Lessee desire to amend the Lease in order to, among other things, modify the rental payable under the Lease, all on the terms and conditions set forth below.

D. **WHEREAS**, Lessor and Lessee wish to amend the Lease upon all the same terms and conditions contained in the Lease, except as provided herein.

NOW THEREFORE, based upon the covenants and promises contained herein and other good and valuable consideration, Lessor and Lessee mutually agree as follows:

1. Defined Terms. All capitalized terms not defined herein shall have the same meaning as defined in the Lease.

2. Payment for Accrued Rent. Lessor has stated that there are certain amounts payable by Lessee as rent due for periods prior to the execution of the Fourth Amendment that have not yet been paid, which sums total Nine Hundred Seventy Eight Thousand and no/100 dollars ($978,000). In consideration of the execution of this Fifth Amendment, Lessor and Lessee have agreed to the following payment schedule for all amounts of rent accrued and not paid prior to the date hereof, as more particularly described in Exhibit B, attached hereto:

   2.1. Concurrently with the full execution of this Fifth Amendment, Lessee shall pay Lessor the sum of Two Hundred Fifty Thousand and no/100 Dollars ($250,000), which funds shall be contributed by Lessor entirely to the City of Las Vegas.

   2.2. Commencing on October 15, 2014 and continuing on the 15th day of each calendar month thereafter, Lessee shall pay Lessor the amount of $13,900, until all such monthly payments total $250,000 (a total of 17 payments of $13,900 and one payment of $13,700).

   2.3. Capital Improvements to be Made. On or before the third anniversary of the Effective Date, Lessee shall expend at least $600,000 on "Qualified Capital Improvements". "Qualified Capital Improvements" means expenditures that are capital expenditures under generally accepted accounting principles made to any of the following projects located in the City of Las Vegas as executed by the Lessee or one or more affiliates of Lessee: (i) the Mob Museum Plaza, (ii) the 3rd Street Promenade, or (iii) 116 North Third Street.

      2.3.1. Upon execution of this Fifth Amendment, Lessee shall deposit the sum of $150,000 into an escrow account (the "Escrow Account") established at Nevada Title Company - Kristen Ravelo, Escrow Officer ("Escrow Holder"), to be held as

security for Lessee's obligations under this Section 2. Any funds remaining in the Escrow Account after the third anniversary of the Effective Date shall belong to Lessor.

2.3.2. Lessee shall be entitled to disbursements out of the Escrow to pay for Qualified Capital Improvements after it provides Lessor reasonably detailed evidence that Lessee has expended to date on Qualified Capital Improvements an amount equal to or greater than the amount requested, so that at no time shall the amount disbursed from the Escrow be greater than the amount expended by Lessee on Qualified Capital Improvements. Lessor shall cooperate in executing any instructions to the Escrow Holder directing such disbursements to be made.

3. Withdrawal of Option Exercise; Survival of Option. Lessee hereby withdraws the exercise of the Option to purchase the Property contained in the Lease, and Lessor consents to such withdrawal. Lessee shall retain the right to exercise the Option to purchase the Property for thirty-six months from the Effective Date (the "Purchase Option").

3.1. Premises Purchase Price. In the event that Lessee exercises the Purchase Option, the Premises Purchase Price will be Five Million Five Hundred Thousand and no/100 Dollars ($5,500,000).

3.2. Credits Against Premises Purchase Price. In the event that Lessee exercises the Purchase Option, upon the Closing of the acquisition of the Property in accordance with Section 1.3 of the Fourth Amendment, Lessee shall be entitled to credits against the Premises Purchase Price for:

3.2.1. Rent Payments Made by Lessee. An amount equal to no more than six monthly rent payments paid by Lessee from and after the Effective Date ($45,833.33 per month) not to exceed a total of $274,999.98.

3.2.2. Premises Improvements Made by Lessee. An amount for certain capital improvements listed on Exhibit C attached to this Fifth Amendment (the "Premises Improvements") for those Premises Improvements that have been made by Lessee to the Premises but not to exceed a total of $345,000.

4. Future Rent. From and after the Effective Date, Lessee shall make monthly rent payments of $45,833.33 per month (Appraised Rent).

5. Modification of Rent. Pursuant to Section 1.2(b) of the Fourth Amendment, commencing with the rent payment due October 1, 2013, the rent payment was to be the higher of the Appraised Rent or $20,833.33 per month. However, as of October 1, 2013, the Appraised Rent had not been determined since the FMV of the Premises had not been established pursuant to Section 1.2.2. As such, from October 1, 2013 to the Effective Date, Lessee has either paid or will pay monthly rent payments of $20,833.33.

5.1 Adjustment Amount for Appraised Rent. From October 1, 2013 to the Effective Date, Lessee has either paid or will pay a monthly rent payment of $20,833.33 which is less than the monthly Appraised Rent payment of $45,833.33. The difference between the monthly rent payments either paid or to be paid by Lessee and the Appraised Rent payment is $25,000 per month (Adjustment Amount).

5.2 Payment of Adjustment Amount for Appraised Rent. Lessee agrees to pay Lessor the sum of the Adjustment Amounts for all of the monthly rent payments paid or to be paid by Lessee from October 1, 2013 to the Effective Date (Total Adjustment Amount). Commencing on April 15, 2016 and continuing on the 15th day of each calendar month thereafter, Lessee shall pay Lessor the amount of $13,900 or any residual amount thereof, until the sum of all such monthly payments equals the Total Adjustment Amount, as more particularly described in Exhibit B-1, attached hereto.

6. In the event that Lessee assigns or subleases the Premises without the prior written consent of Lessor, if applicable, any outstanding amounts due to Lessor under Sections 2 and 5.2 of this Fifth Amendment will become immediately due and payable.

7. This Fifth Amendment may be executed in counterparts. Each of said counterparts, when so executed and delivered, shall be deemed an original and, taken together, shall constitute but one and the same instrument. This Fifth Amendment may be executed by a facsimile signature having the same force and effect as if this Fifth Amendment had been executed by the actual signature of any party.

8. Each of Lessor and Lessee shall execute, cause to be acknowledged, and deliver, and Lessee may cause to be recorded in the Clark County Official Records, a Memorandum in the form of Exhibit D attached to this Fifth Amendment.

9. Except as modified herein, the Lease shall remain in full force and effect, In the event of any conflict between the terms and conditions of the Lease and this Fourth Amendment, this Fifth Amendment shall govern and control.

10. This Fifth Amendment is intended by the parties hereto to be a complete integration of all of the promises, agreements, conditions, understandings, warranties, and representations among the parties with respect to its subject matter, and there are no promises, agreements, conditions, understandings, warranties, or representations, oral or written, expressed or implied, among them other than as set forth herein.

11. If any provision if this Fifth Amendment or the application thereof to any party or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Fifth Amendment and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, this Fifth Amendment has been executed on the day and year above written.

LESSOR:

CITY OF LAS VEGAS,
a municipal corporation of the State of Nevada

By:_____
Carolyn G. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC City Clerk

APPROVED AS TO FORM:

_____

LESSEE:

OG LAS VEGAS, LLC,
a Nevada limited liability company

By:_____
Name: _____
Its: _____

Exhibit A

PARCEL 1:

THAT PORTION OF BLOCK 31 OF CLARK'S LAS VEGAS TOWNSITE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF BLOCK 31 OF SAID CLARK'S LAS VEGAS TOWNSITE; THENCE ALONG THE NORTHEASTERLY LINE OF SAID BLOCK 31, SOUTH 62°15' EAST (RECORDED) [SOUTH 62°14'47" EAST (MEASURED)] A DISTANCE OF 300 FEET (RECORDED) [299.97 (MEASURED)] TO THE NORTHEASTERLY CORNER OF SAID BLOCK 31; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 31, SOUTH 27°45' WEST (RECORDED) [SOUTH 27°45'25" WEST (MEASURED)] A DISTANCE OF 150 FEET (RECORDED) [149.99 (MEASURED)] TO THE SOUTHEASTERLY CORNER OF LOT 27 OF SAID BLOCK 31; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 27, THE NORTHWESTERLY PROLONGATION OF SAID SOUTHWESTERLY LINE AND THE SOUTHWESTERLY LINE OF LOT 6 OF SAID BLOCK 31, NORTH 62°15' WEST (RECORDED) [NORTH 62°14'44" WEST (MEASURED)] A DISTANCE OF 300 FEET (RECORDED) [299.96 (MEASURED)] TO THE SOUTHWESTERLY CORNER OF SAID LOT 6; THENCE ALONG THE NORTHWESTERLY LINE OF SAID BLOCK 31, NORTH 27°45' EAST (RECORDED) [NORTH 27°45'09" EAST (MEASURED)] A DISTANCE OF 150 FEET (RECORDED) [149.99 (MEASURED)] TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED SEPTEMBER 12, 2000 IN BOOK 20000912 AS INSTRUMENT NO. 01139.

Exhibit B

Schedule of Payments - Section 2

Section 2 - Payment for Accrued Rent:		**$**	**500,000**	
	Payment Date	**Payment Amount**		**Balance Due**
	Full Execution of 5th Amendment	$	250,000	$ 250,000
1	Oct. 15, 2014	$	13,900	$ 236,100
2	Nov. 15, 2014	$	13,900	$ 222,200
3	Dec. 15, 2014	$	13,900	$ 208,300
4	Jan. 15, 2015	$	13,900	$ 194,400
5	Feb. 15, 2015	$	13,900	$ 180,500
6	Mar. 15, 2015	$	13,900	$ 166,600
7	Apr. 15, 2015	$	13,900	$ 152,700
8	May 15. 2015	$	13,900	$ 138,800
9	Jun. 15, 2015	$	13,900	$ 124,900
10	Jul. 15, 2015	$	13,900	$ 111,000
11	Aug. 15, 2015	$	13,900	$ 97,100
12	Sep. 15, 2015	$	13,900	$ 83,200
13	Oct. 15, 2015	$	13,900	$ 69,300
14	Nov. 15, 2015	$	13,900	$ 55,400
15	Dec. 15, 2015	$	13,900	$ 41,500
16	Jan. 15, 2016	$	13,900	$ 27,600
17	Feb. 15, 2016	$	13,900	$ 13,700
18	Mar. 15, 2016	$	13,700	$ -
		$	**500,000**	

Exhibit B-1

Schedule of Payments - Section 5.2

Section 5.2 - Total Adjustment Amount: $ 325,000 **Estimated Amount***

	Payment Date	Payment Amount	Balance Due
1	Apr. 15, 2016	$ 13,900	$ 311,100
2	May 15. 2016	$ 13,900	$ 297,200
3	Jun. 15, 2016	$ 13,900	$ 283,300
4	Jul. 15, 2016	$ 13,900	$ 269,400
5	Aug. 15, 2016	$ 13,900	$ 255,500
6	Sept. 15, 2016	$ 13,900	$ 241,600
7	Oct. 15, 2016	$ 13,900	$ 227,700
8	Nov. 15, 2016	$ 13,900	$ 213,800
9	Dec. 15, 2016	$ 13,900	$ 199,900
10	Jan. 15, 2017	$ 13,900	$ 186,000
11	Feb. 15, 2017	$ 13,900	$ 172,100
12	Mar. 15, 2017	$ 13,900	$ 158,200
13	Apr. 15, 2017	$ 13,900	$ 144,300
14	May 15. 2017	$ 13,900	$ 130,400
15	Jun. 15, 2017	$ 13,900	$ 116,500
16	Jul. 15, 2017	$ 13,900	$ 102,600
17	Aug. 15, 2017	$ 13,900	$ 88,700
18	Sep. 15, 2017	$ 13,900	$ 74,800
19	Oct. 15, 2017	$ 13,900	$ 60,900
20	Nov. 15, 2017	$ 13,900	$ 47,000
21	Dec. 15, 2017	$ 13,900	$ 33,100
22	Jan. 15, 2018	$ 13,900	$ 19,200
23	Feb. 15, 2018	$ 13,900	$ 5,300
24	Mar. 15, 2018	$ 5,300	$ -
		$ 325,000	*

*** Estimated Amount - Actual amount to be determined upon full execution of the 5th Amendment**

Exhibit C

List of Premises Improvements

- Parking Control Systems - $105,600
- Elevator Modernization - $210,000
- Lighting Replacement - $18,000
- Fire Panel Replacement- $12,000

TOTAL: $345,600

Exhibit D

Form of Memorandum of Lease

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

_____

_____

_____

_____

Attention: _____

_____

(Space Above For Recorder's Use)

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE ("**Memorandum**") is entered into as of _____, 20__ ("**Effective Date**"), by and between _____, a _____ ("**Landlord**"), and _____, a _____ ("**Tenant**").

1. Lease. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property located in the City of Las Vegas, Clark County, State of Nevada, described on **Exhibit A** attached hereto, upon the terms and conditions set forth in that certain Ground Lease dated _____, 20__, between Landlord and Tenant (the "**Ground Lease**"). All terms used herein with initial capitalized letters shall have the meanings ascribed to them in the Ground Lease unless otherwise defined herein.

2. Term. The Term of the Ground Lease is forty-five (45) years, plus the partial calendar year from the Effective Date until December 31st of such year if the Effective Date is other than January 1st of the subject calendar year. The Term commences on the Term Commencement Date. Tenant has an option to extend the Term for an additional forty five (45) years.

3. Option to Purchase. Without limiting the generality of Paragraph 4 below, the Ground Lease contains a grant by Landlord to Tenant of an option to purchase fee title in and to the premises described in and that is the subject of the Ground Lease on the terms and conditions set forth in Article 18 of the Ground Lease.

4. Incorporation of Lease. This Memorandum incorporates herein all of the terms and provisions of the Ground Lease as though fully set forth herein.

5. Purpose of Memorandum. The purpose of this Memorandum is to give notice of the existence of the Ground Lease and shall not be construed to alter, modify, amend or

Form of Memorandum of Lease

supplement the Ground Lease. If there is any inconsistency between this Memorandum and the Ground Lease, the Ground Lease shall prevail.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date set forth above.

LANDLORD:

_____,
a _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

TENANT:

_____,
a _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

DISCLOSURE OF PRINCIPALS

The principals and partners of OG Las Vegas, LLC, and all persons and entities holding more than 1% (one percent) interest in OG Las Vegas, LLC, ~~or any principal~~ _____ are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. POB Las Vegas, LLC (100% Owner)	6922 Hollywood Blvd., Ste. 900	323-860-4900
2.		
3.		

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

POB LAS VEGAS, LLC,
a Nevada limited liability company

By: POB MANAGER, LLC,
a Nevada limited liability company
its manager

By: _____

Its: Vice President and Secretary

See attached

Subscribed and sworn to before me this
_____ day of _____, 2014

_____
Notary Public

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 28 day of August, 2014, by

(1) Eric Rubenfeld,
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (and

(2) _____,
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature _____
Signature of Notary Public

DEANA JEAN WALK
Commission # 1928343
Notary Public - California
Los Angeles County
My Comm. Expires Mar 12, 2015

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

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DISCLOSURE OF PRINCIPALS

The principals and partners of POB Las Vegas, LLC, and all persons and entities holding more than 1% (one percent) interest in POB Las Vegas, LLC or any principal POB Las Vegas, LLC, are the following:

	FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1.	POB Manager, LLC (95% Member)	6922 Hollywood Blvd., Ste 900 Hollywood, CA 90028	323-860-4900
2.	Oakland Avenue Holdings, Limited Partnership (5% Member)	300 Las Vegas Blvd., North Las Vegas, NV 89101	702-953-4320
3.	DT3 Manager, LLC (100% Member of of POB Manager, LLC)	6922 Hollywood Blvd., Ste. 900 Hollywood, CA 90028	323-860-4900
4.	CIM Fund III, L.P. (100% Member of DT3 Manager, LLC)	Same	Same
5.	Limited Partners of CIM Fund III, L.P. (various)	c/o CIM Group, LP 6922 Hollywood Blvd., Ste 900	Same
6.	Richard Ressler	Same	Same
7.	Avraham Shemesh	Same	Same
8.	Shaul Kuba	Same	Same

9.	Donner 2002 Trust, Andrew B. Donner And Belinda S. Donner Beneficiaries (99% Limited Partner of Oakland Avenue Holdings, Limited Partnership)*	300 Las Vegas Blvd., North	702-953-4320

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

POB MANAGER, LLC,
a Nevada limited liability company

By: _____

Its: Vice President and Secretary

See attached

Subscribed and sworn to before me this
_____ day of _____, 2014

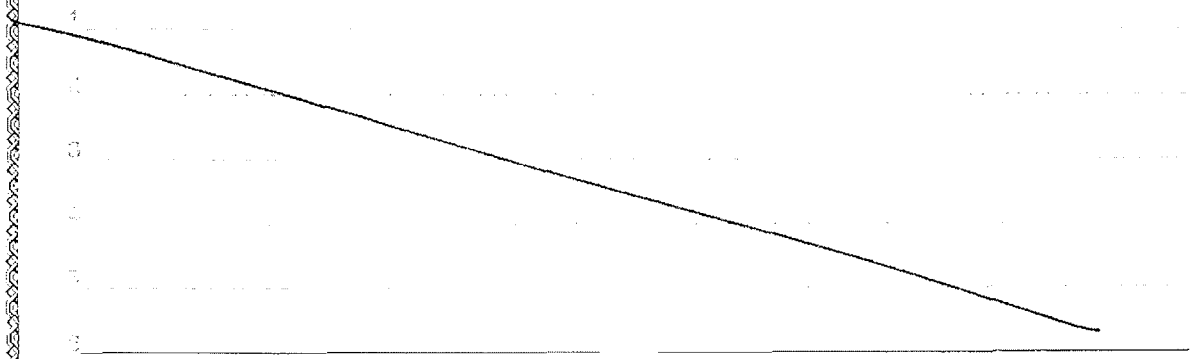
_____
Notary Public

*The Disclosure is to the undersigned's best knowledge and remains subject to verification that the Donner 2002 Trust is the 99% owner of Oakland Avenue Holdings, LP.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)



Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 28 (Date) day of August (Month), 2014 (Year), by

(1) Eric Ruben Felci (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (

(and

(2) _____ (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature _____ (Signature of Notary Public)

DEANA JEAN WALK
Commission # 1928343
Notary Public - California
Los Angeles County
My Comm. Expires Mar 12, 2015

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

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STATE OF NEVADA

ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Certified Copy

August 23, 2012

Job Number: C20120823-0607
Reference Number:
Expedite:
Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
20120580701-36	Amendment	1 Pages/1 Copies

Respectfully,

ROSS MILLER
Secretary of State

Certified By: Richard Sifuentes
Certificate Number: C20120823-0607
You may verify this certificate
online at **http://www.nvsos.gov/**

Commercial Recording Division
202 N. Carson Street
Carson City, Nevada 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138

ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov

091201

Filed in the office of	Document Number
Ross Miller Secretary of State State of Nevada	20120580701-36
	Filing Date and Time 08/23/2012 9:00 AM
	Entity Number E0473182010-7

Amendment to Articles of Organization

(PURSUANT TO NRS 86.221)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Organization For a Nevada Limited-Liability Company (Pursuant to NRS 86.221)

1. Name of limited-liability company:

CIM/OG Las Vegas, LLC

2. The company is managed by: ☐ Managers **OR** ☒ Members
(check only one box)

3. The articles have been amended as follows: (provide article numbers, if available)*

Change Article 1 to: OG Las Vegas, LLC

4. Effective date and time of filing: (optional) Date: _____ Time: _____
(must not be later than 90 days after the certificate is filed)

5. Signature (must be signed by at least one manager or by a managing member):
By: DT3 Manager, LLC, its sole member

X By: _____
Signature

* 1) If amending company name, it must contain the words **"Limited-Liability Company," "Limited Company,"** or **"Limited,"** or the abbreviations **"Ltd.," "L.L.C.,"** or **"L.C.," "LLC"** or **"LC."** The word **"Company"** may be abbreviated as **"Co."**

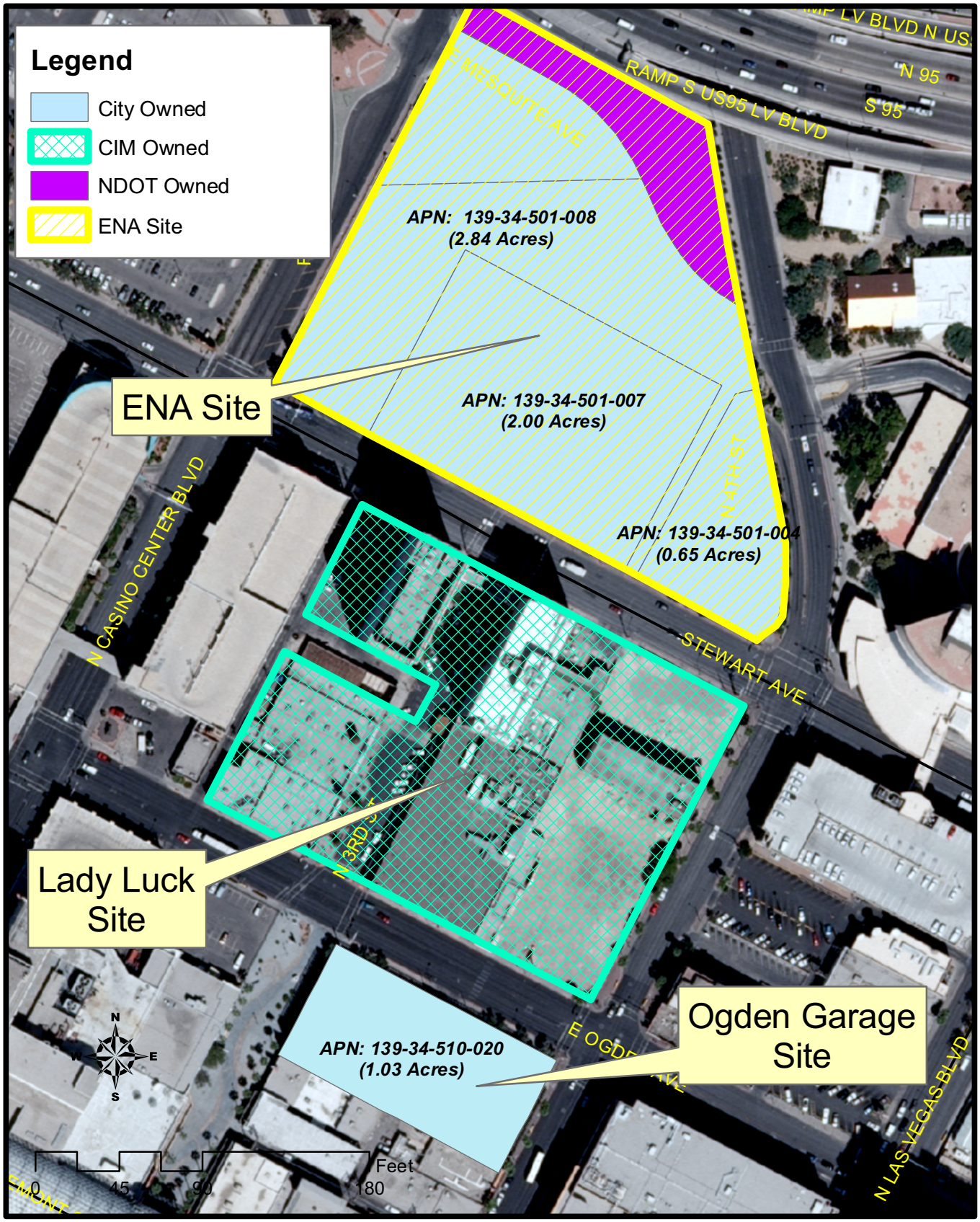
2) If adding managers, provide names and addresses.

FILING FEE: $175.00

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Site Map


Legend
City Owned
CIM Owned
NDOT Owned
ENA Site
APN: 139-34-501-008
(2.84 Acres)
APN: 139-34-501-007
(2.00 Acres)
APN: 139-34-501-004
(0.65 Acres)
APN: 139-34-510-020
(1.03 Acres)
ENA Site
Lady Luck Site
Ogden Garage Site
E MESQUITE AVE
RAMP S US95 LV BLVD
N 95
S 95
N CASINO CENTER BLVD
N 4TH ST
STEWART AVE
N LAS VEGAS BLVD
N
S
E
W
0
45
90
180
Feet

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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

SUBJECT:
Discussion for possible action regarding a Second Amendment to Amended and Restated Disposition and Development Agreement between the City of Las Vegas (City) and POB Las Vegas, LLC, to amend terms and conditions for the development of parcels at 4th Street and Stewart Avenue totaling 3.46 acres (APN's 139-501-004 and -008) - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The purpose of the Second Amendment to Amended and Restated Disposition and Development Agreement is to amend terms and conditions for the development of parcels at 4th Street and Stewart Avenue that were previously set forth in the First Amendment to Amended and Restated Disposition and Development Agreement and Exhibits dated November 1, 2012 between the City and POB Las Vegas, LLC, as well as the Amended and Restated Disposition and Development Agreement between the City and CIM/POB Las Vegas, LLC, (now known as POB Las Vegas, LLC) dated December 20, 2010.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Second Amendment to Amended and Restated Disposition and Development Agreement
3. Disclosure of Principals
4. Site Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
ITEM DESCRIPTION: Discussion and possible action regarding a Second Amendment to Amended and Restated Disposition and Development Agreement with POB Las Vegas, LLC for parcels at 4th Street and Stewart Avenue

1. The City and CIM/POB Las Vegas, LLC (now known as POB Las Vegas, LLC) previously entered into an Amended and Restated Disposition and Development Agreement (Amended DDA) dated 12/20/10, which described terms and conditions for the development of City owned parcels at 4th St. and Stewart Ave. (ENA Site).

2. On 10/17/12, Council approved the First Amendment to the Amended DDA (First Amendment) to amend certain terms and conditions relative to the future development of the ENA Site by POB Las Vegas, LLC.

a. The terms and conditions amended by the First Amendment included:

i. ENA Milestones - Extended for:

(1) Entitlements - 6/30/13 (from 9/30/12); and,

(2) Building Permits - 8/31/14 (from 9/30/13).

(3) Commencement of Construction - 10/31/14 (from 9/30/14).

(4) Lady Luck Threshold – Added list of standards contemplated for the Downtown Grand that are equivalent to AAA Three Diamond Rating.

(5) Clarified the phases of development and uses to be included in the development of the Master Plan.

(6) Revised the form of the Ground Lease for the ENA Site to allow for a sublease to an "Investment Grade" party as a "Permitted Transfer."

(7) Modified other related terms and conditions to be consistent with the specific amendments previously described.

3. The purpose of the Second Amendment to Amended DDA is to amend terms and conditions for the development of the ENA Site that include:

a. To extend the ENA Milestones for:

i. Building Permits - 2/28/15 (from 8/31/14)

ii. Commencement of Construction - 2/28/15 (from 10/31/14)

b. Modification of other terms to be consistent with changes to the ENA Milestones described above or changes previously approved in the First Amendment.

SECOND AMENDMENT
TO
AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT

This Second Amendment to Disposition and Development Agreement (this "Amendment") is entered into as of September___, 2014, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (the "City") and POB LAS VEGAS, LLC, a Nevada limited liability company ("Developer"), with reference to the following facts:

A. The City and Developer entered into that certain Disposition and Development Agreement dated as of July 2, 2008 (the "Original DDA"), as amended and restated by that certain Amended and Restated Disposition and Development Agreement dated December 20, 2010 and that certain First Amendment to Amended and Restated Disposition and Development Agreement and Exhibits (as so amended, the "DDA" and such First Amendment is referred to as the "First Amendment"). Terms used but not defined herein are defined in the DDA. Unless otherwise indicated, section and article numbers referenced herein refer to sections or articles in the DDA.

B. The City and Developer wish to amend the DDA on the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **1.02 Definitions of "ENA Milestones".** The definition of "ENA Milestones" in Section 1.02 of the DDA (as previously amended in the First Amendment) shall be amended to delete Subsection (ii) and substitute the following in its place:

> "(ii) on or before February 28, 2015, Developer shall have secured building permits to allow immediate commencement of construction of Phase I within the ENA Conveyance Site after conveyance of the ENA Conveyance Site by execution of the Ground Lease."

2. **8.04(c) Development of the ENA Conveyance Site.** Subsection (c) of Section 8.04 of the DDA (as amended in the First Amendment) shall be amended to modify the date set forth in Subsection (ii) from October 31, 2014 to February 28, 2015.

3. **ENA Conveyance Site**:

The ENA Conveyance Site is graphically depicted on Exhibit AA attached to this Amendment and legally described on Exhibit BB attached to this Amendment.

4. **Amendment of Ground Lease.** Section 2.3 of the Ground Lease attached as Exhibit "R" to the DDA (as amended in the First Amendment) shall be amended by substituting the date of February 28, 2015 for the date October 31, 2014.

5. **No Further Amendment.** Except explicitly set forth in this Amendment, all of the terms and provisions of the DDA shall be and remain in full force and effect.

6. **Counterparts.** This Amendment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same Amendment. In addition, properly executed, authorized signatures may be transmitted via facsimile and upon receipt shall constitute an original signature.

7. **No Known Defaults.** Each party hereby acknowledges and agrees that, to the best of its knowledge, the other party to the DDA is in full compliance with the terms of the DDA.

{Signatures on following page}

IN WITNESS WHEREOF, the parties hereto have signed this Amendment to Disposition and Development Agreement as of the respective date set forth below.

"City"

CITY OF LAS VEGAS,
a municipal corporation of the State of Nevada

Date of the City Council approval:
_____ ___, 2014

By:_____
Carolyn G. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC City Clerk

APPROVED AS TO FORM:

_____

"Developer"

POB Las Vegas, LLC,
a Nevada limited liability company

By: _____
Name:_____
Its:_____

Exhibit AA

ENA Conveyance Site

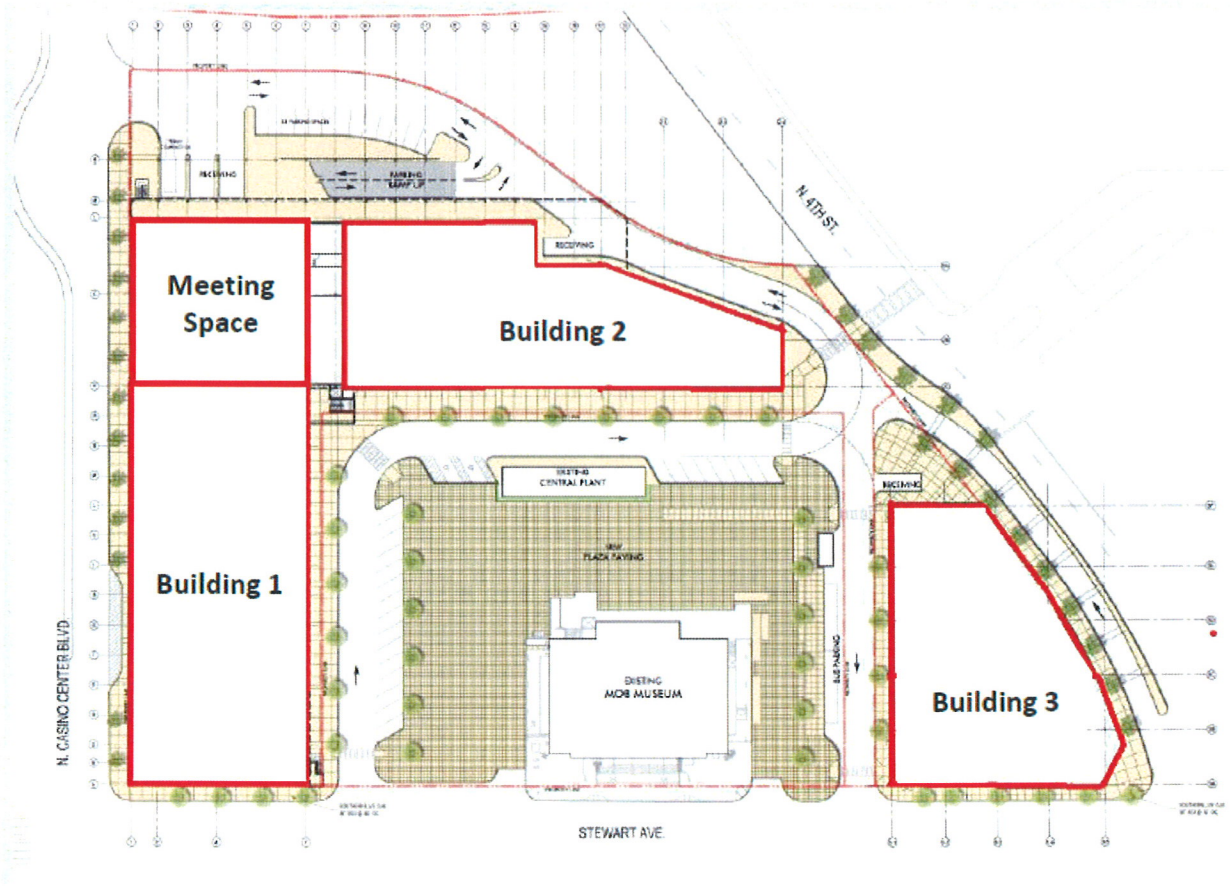


Exhibit BB

ENA Conveyance Site - Legal Description

ENA SITE LEGAL DESCRIPTION

All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

PARCEL 1:

That portion of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 27, Township 20 South, Range 61 East, M.D.M. And that portion of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 34, Township 20 South, Range 61 East, M.D.M., bounded and described as follows:

Being bounded on the North by the Southerly line of Parcel CL-0006-00216 and being bounded on the East by the Westerly line of Parcel CL-0006-00218 both as described in Quitclaim Deed to the State of Nevada recorded February 26, 1971 in Book 104 as Document No. 82945, Official Records;

Also being bounded on the East by the Westerly line of Parcel N-487.B1 as described in Quitclaim Deed to the State of Nevada recorded July 19, 1968 in Book 886 as Document No. 711974, Official Records.

Also bing bounded on the Southwest by the Northeast right of way line of Stewart Avenue as shown on the Plat of Clark's Las Vegas Townsite as shown by map thereof on file in Book 1 of Plats, Page 37 in the Office of the County Recorder, Clark County, Nevada;

And being bounded on the Northwest by the Southeasterly right of way line of Casino Center Boulevard as it presently exists.

Excepting therefrom any portion lying within that certain parcel described in Quitclaim Deed to the City of Las Vegas, a municipal corporation, recorded May 14, 2002 in Book 20020514 as Document No. 00962, Official Records.

PARCEL 2:

That portion of the Northeast Quarter (NE ¼) of Section 34, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada described as follows:

Commencing at the Northeast (NE) corner of Block Thirty Three (33), Clark's Las Vegas Townsite, as said Townsite is shown on map in the Office of the County Recorder of said County; thence along the prolongation of the Southeasterly line of said block, North 28°13' East 80 feet; thence North 61°47' West 580 feet to the True Point of Beginning; thence continuing North 61°47' West 350 feet; thence North 28°13' East 250 feet; thence South 61°47' East 350 feet; thence South 28°13' West 250 feet to the True Point of Beginning. (Deed reference 20020514-00962).

DISCLOSURE OF PRINCIPALS

The principals and partners of POB Las Vegas, LLC, and all persons and entities holding more than 1% (one percent) interest in POB Las Vegas, LLC or any principal POB Las Vegas, LLC, are the following:

	FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1.	POB Manager, LLC (95% Member)	6922 Hollywood Blvd., Ste 900 Hollywood, CA 90028	323-860-4900
2.	Oakland Avenue Holdings, Limited Partnership (5% Member)	300 Las Vegas Blvd., North Las Vegas, NV 89101	702-953-4320
3.	DT3 Manager, LLC (100% Member of of POB Manager, LLC)	6922 Hollywood Blvd., Ste. 900 Hollywood, CA 90028	323-860-4900
4.	CIM Fund III, L.P. (100% Member of DT3 Manager, LLC)	Same	Same
5.	Limited Partners of CIM Fund III, L.P. (various)	c/o CIM Group, LP 6922 Hollywood Blvd., Ste 900	Same
6.	Richard Ressler	Same	Same
7.	Avraham Shemesh	Same	Same
8.	Shaul Kuba	Same	Same

9.	Donner 2002 Trust, Andrew B. Donner And Belinda S. Donner Beneficiaries (99% Limited Partner of Oakland Avenue Holdings, Limited Partnership)*	300 Las Vegas Blvd., North	702-953-4320

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

POB MANAGER, LLC,
a Nevada limited liability company

By: _____

Its: Vice President and Secretary

See attached

Subscribed and sworn to before me this
_____ day of _____, 2014

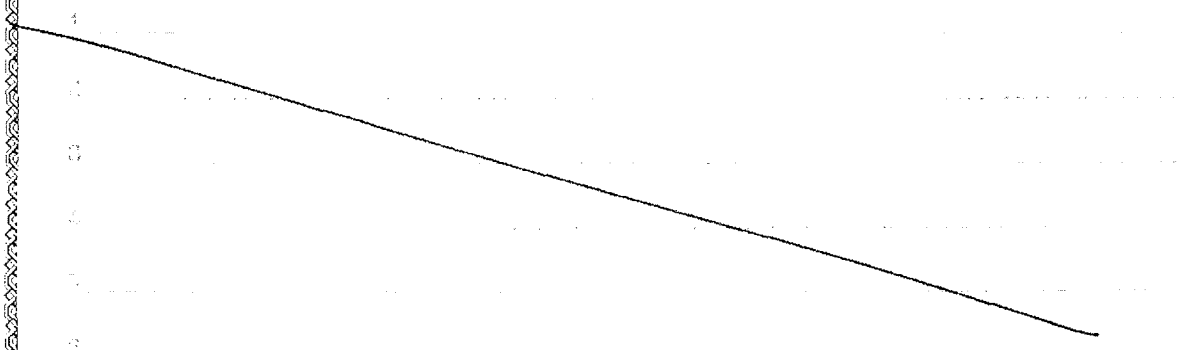
_____
Notary Public

*The Disclosure is to the undersigned's best knowledge and remains subject to verification that the Donner 2002 Trust is the 99% owner of Oakland Avenue Holdings, LP.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)



Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 28 (Date) day of August (Month), 2014 (Year), by

(1) Eric Ruben Felch (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (and

(2) _____ (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature _____ (Signature of Notary Public)

DEANA JEAN WALK
Commission # 1928343
Notary Public - California
Los Angeles County
My Comm. Expires Mar 12, 2015

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

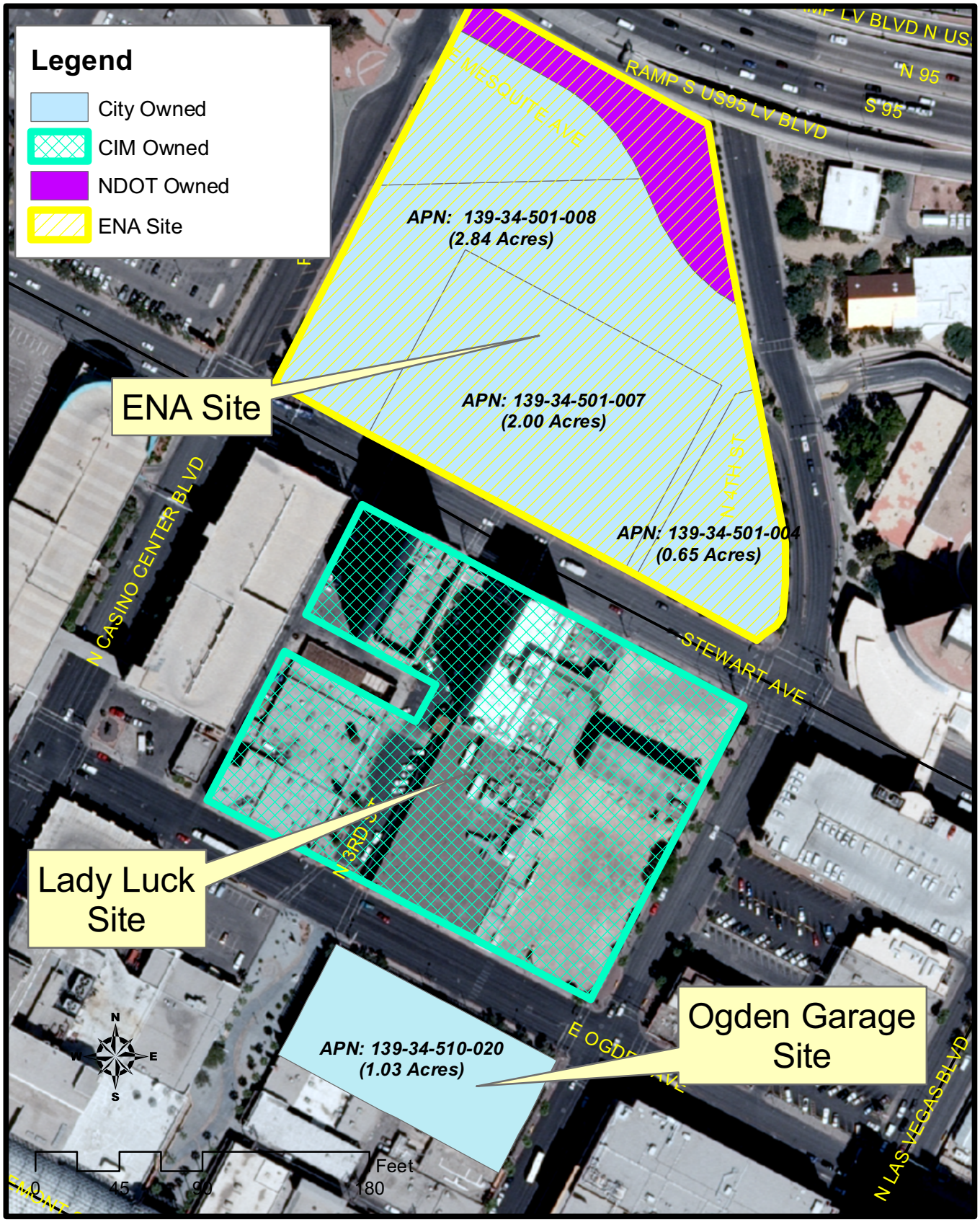
Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

© 2010 National Notary Association • NationalNotary.org • 1-800-US NOTARY (1-800-876-6827)

Item #5910

Site Map


Legend
City Owned
CIM Owned
NDOT Owned
ENA Site
APN: 139-34-501-008
(2.84 Acres)
APN: 139-34-501-007
(2.00 Acres)
APN: 139-34-501-004
(0.65 Acres)
APN: 139-34-510-020
(1.03 Acres)
ENA Site
Lady Luck Site
Ogden Garage Site
E MESQUITE AVE
RAMP S US95 LV BLVD
N 95
S 95
N CASINO CENTER BLVD
N 4TH ST
STEWART AVE
N LAS VEGAS BLVD
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Feet

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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

SUBJECT:
RESOLUTIONS:

R-31-2014 - Discussion and possible action regarding a Resolution finding that the Fifth Amendment to Lease between the City of Las Vegas and OG Las Vegas, LLC, to amend the lease rate and provide a purchase option for the parking garage located at 333 East Ogden Avenue, totaling 1.03 acres, is for economic development purposes and in the best interests of the public (APN 139-34-510-020) - Ward 5 (Barlow) [NOTE: This is a related item to Council Item 51]

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed amendments to lease rate and purchase option terms for the sale of the parking garage at 333 East Ogden Avenue from the City of Las Vegas to OG Las Vegas, LLC, are for purposes of economic development and in the best interests of the public.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution R-31-2014
2. Public Purpose/Impact Analysis
3. Site Map

RESOLUTION NO. R-31-2014

RESOLUTION FINDING THAT THE AMENDMENT OF LEASE RATE AND POSSSIBLE SALE OF THE OGDEN GARAGE APN 139-34-510-020 TO OG LAS VEGAS, LLC IS IN THE BEST INTERESTS OF THE PUBLIC

WHEREAS, the City of Las Vegas (the "City") owns 333 East Ogden Avenue known as the Ogden Garage Site as described in that certain INDENTURE OF LEASE DATED JUNE 6, 1984 BETWEEN CITY OF LAS VEGAS AND **OG LAS VEGAS, LLC**, AS ASSIGNEE (**the "Lease")**; and

WHEREAS, the City and OG Las Vegas, LLC (formerly known as CIM/OG Las Vegas, LLC), as the assignee of CIM/LL Manager, LLC, are parties to that certain Indenture of Lease dated June 6, 1984 ("Lease"), for the ground and parking garage located on the Ogden Garage Site whereby OG Las Vegas, LLC, as tenant, has been leasing the Ogden Garage Site from the City; and

WHEREAS, the City and OG Las Vegas, LLC both desire to amend the Lease to modify the lease rate as well as to modify terms of a purchase option for OG Las Vegas, LLC to acquire fee simple ownership to the Ogden Garage Site; and

WHEREAS, the amendment to the Lease for the Ogden Garage Site will support the reopening and establishment of a formerly existing commercial enterprise, by providing further inducement for DT3 Manager, LLC (formerly known as CIM/LL Manager, LLC and an affiliate of OG Las Vegas, LLC) to continue operating and make additional investments in the recently opened Downtown Grand (formerly the Lady Luck Hotel and Casino that had been closed for over four years) which has 634 hotel rooms, 8,500 square feet of meeting space, 17,250 square feet of pool and deck area, an updated casino, new central plant, new loading dock as well as improved parking and traffic flow which all contribute to the City's efforts to revitalize the

central core of downtown Las Vegas through the retention and/or creation of four hundred eighty-eight (488) direct jobs in downtown Las Vegas, one hundred seventy-three (173) indirect jobs and two hundred forty (240) induced jobs during the construction of renovations and seven hundred fifty (750) direct jobs in downtown Las Vegas, one hundred sixty-three (163) indirect jobs and two hundred (200) induced jobs through the opening of the Downtown Grand; and

WHEREAS, the proposed modification to lease rate is for an amount that is less than the highest appraised lease rate value of the Ogden Garage Site, an amount which is less than fair market value; and

WHEREAS, the proposed purchase price under the purchase option is for an amount that is less than the highest appraised value of the Ogden Garage Site, an amount which is less than fair market value; and

WHEREAS, Nevada Revised Statutes 268.063 authorizes the City to sell, lease or otherwise dispose of real property for purposes of economic development without first offering it to the public and for less than fair market value, if City Council finds, by resolution, that it is in the best interests of the public to do so; and

WHEREAS, the proposed modification of lease rate and possible sale of the Ogden Garage Site to OG Las Vegas, LLC both qualify under the above-referenced statute as a lease or sale for purposes of economic development because of the following:

-Provides for the support, retention or expansion of existing commercial enterprise; and

-Thereby creates and retains opportunities for employment for residents of the City; and

WHEREAS, the presence of DT3 Manager, LLC, as a corporate entity to be located in the city of Las Vegas, will contribute significantly to the potential for the successful achievement of economic development in downtown Las Vegas relative to the Ogden Garage Site, potential

that may not be as great if the Ogden Garage Site is offered to the public and is offered at a potentially higher price.

NOW, THEREFORE, BASED UPON THE FOREGOING, THE CITY COUNCIL OF THE CITY OF LAS VEGAS HEREBY FINDS that the Fifth Amendment to Lease with OG Las Vegas, LLC for the Ogden Garage Site, without first offering it to the public and for amounts that are less than fair market value, are for purposes of economic development and are in the best interests of the public.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2014.

CITY OF LAS VEGAS

By:_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Date of City Council Approval:

_____
Date

APPROVED AS TO FORM:

D. Pandelli 9/3/2014
Date

Public Purpose/Impact Analysis

Title of Projects:
Fifth Amendment to Lease (Fifth Amendment) between the City of Las Vegas (City) and OG Las Vegas, LLC (formerly known as CIM/OG Las Vegas, LLC) (Lessee), as assignee, for the parking garage at 333 East Ogden Avenue (Ogden Garage).

Project Description:
Lessee is an affiliate of DT3R Manager, LLC (formerly known as CIM/LL Manager, LLC) (DT3R) who has renovated the Lady Luck Hotel and Casino (that had been closed for over 4 years) and reopened it as the Downtown Grand. As an inducement to DT3R to continue operating and to make additional investments in the Downtown Grand, the Fifth Amendment provides for: 1) Payment of Accrued Rent; 2) Modification of lease rent payments to $45,833.33 per mo. retroactive to 10/1/13; and, 3) Establishes the purchase price for the Ogden Garage at $5,500,000.

Sponsor/Developer: OG Las Vegas, LLC

Assistance provided by City and or RDA?: City

Cite Pertinent Statutes for Public Purpose: N.R.S. 268 and N.R.S 361

How does project benefit the public:

- Provides for the support, retention or expansion of existing commercial enterprise; and,
- Creates and retains opportunities for employment for residents of the City.

Quantitative Economic Benefits:

Renovation of the Lady Luck and reopening of it as the Downtown Grand:

- During construction of renovations to the Lady Luck to remake it as the Downtown Grand, created an estimate of approx. 488 direct jobs, 173 indirect jobs and 240 induced jobs;
- Upon reopening of the Lady Luck as the Downtown Grand, retained and/or created an estimate of approx. 750 direct jobs, 163 indirect jobs and 200 induced jobs.
- During the construction of renovations, had an estimated projected total economic impact of $138.9 million.
- Upon reopening of the Lady Luck as the Downtown Grand, had an estimated projected total annual economic impact of $131.6 million.
- Provides proceeds to the City for lease rent payments on the Ogden Garage, retroactive to 10/1/13, of $550,000 per year and potential net sale proceeds of $4.88 million ($5.5 million purchase price less $619,999.98 in purchase credits) if purchase option is exercised by Lessee.

No. of direct jobs created: An estimate of approx. 488 jobs during construction and 750 permanent jobs upon opening of the Downtown Grand (the former Lady Luck).

No. of direct jobs retained: An estimate of approx. 600

Private investment: Capital investment for new construction, equipment and furnishings of approx. $130 million. Additional capital investment of $945,000 in the Ogden Garage and other projects located in the City's downtown core.

Public investment: Approx. $3.01 million - For $2.39 million in land value* plus $619,999.98 for credits against the purchase price (rent payments - up to $274,999.98 and premises improvements made by Lessee - up to $345,000).

*Highest appraised value for the Ogden Garage of $7.89 million less purchase price of $5.5 million = $2.39 million in land value.

Total direct economic impact: Annual direct economic impact of approx. $82.47 million from operations of the Downtown Grand (formerly the Lady Luck).

Total indirect economic impact: Annual indirect economic impact of approx. $22.6 million from operations of the Downtown Grand (formerly the Lady Luck).

Economic impact study performed (yes/no)? No

Return on Investment Analysis performed (yes/no)? No

Impact Summary	CIM Lady Luck Renovation.impdb	Copyright 2010 Minnesota IMPLAN Group, Inc.		
ImpactType	Employment	LaborIncome	TotalValueAdded	Output
Direct Effect	488.6	34,858,772.5	36,966,631.4	81,010,286.7
Indirect Effect	173.1	9,812,520.6	14,209,226.8	26,046,892.5
Induced Effect	240.9	10,178,470.9	19,500,579.1	31,861,024.7
Total Effect	902.6	54,849,764.0	70,676,437.3	138,918,203.9

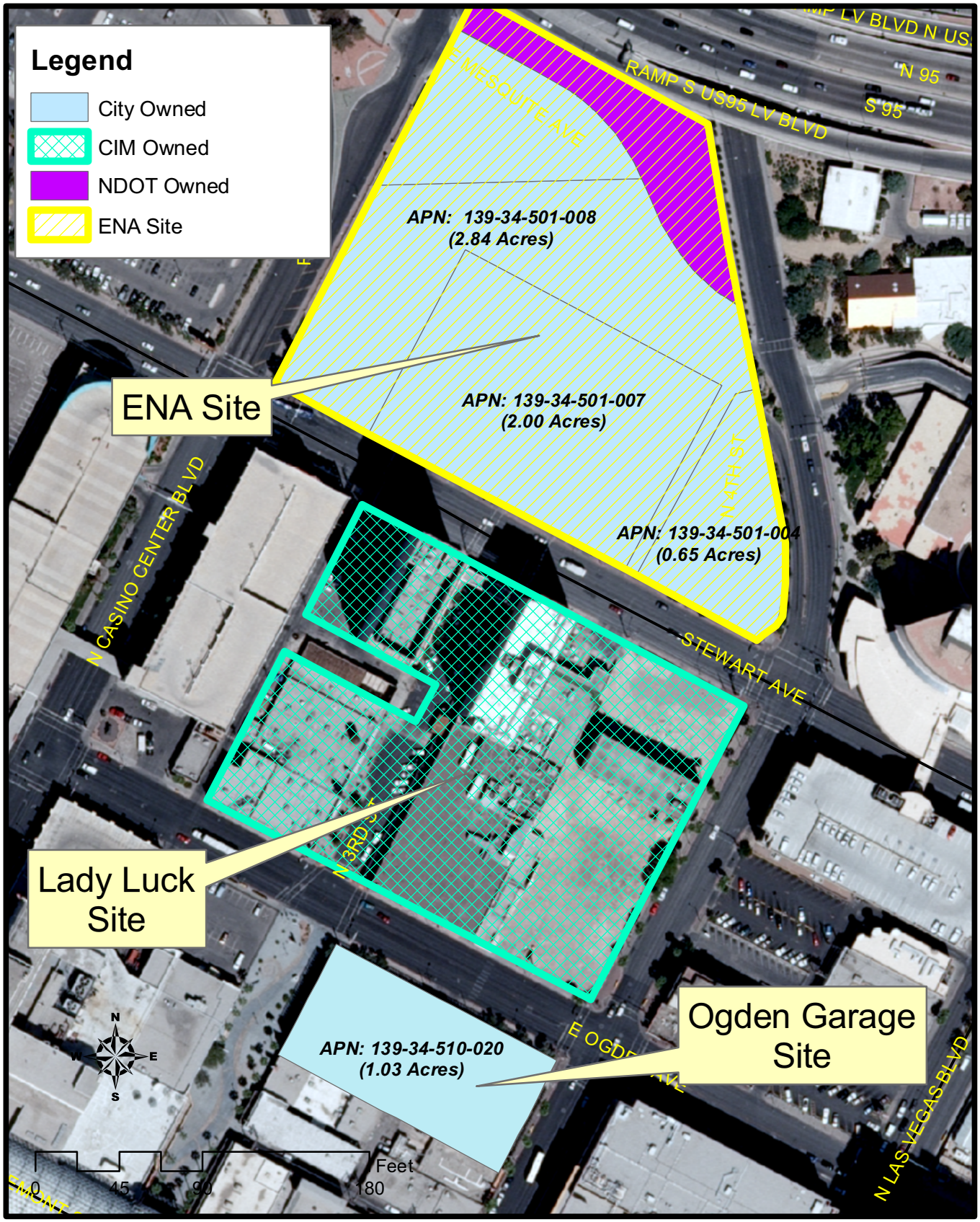
Impact Summary	CIM Lady Luck Operations.impdb	Copyright 2010 Minnesota IMPLAN Group, Inc.		
ImpactType	Employment	LaborIncome	TotalValueAdded	Output
Direct Effect	750.0	28,994,340.5	52,617,411.1	82,468,426.2
Indirect Effect	163.7	8,260,285.1	12,828,289.4	22,597,926.0
Induced Effect	200.4	8,472,567.2	16,224,242.4	26,508,066.8
Total Effect	1,114.1	45,727,192.8	81,669,942.9	131,574,419.0

Ogden Garage – Matrix of Values and Rents

Date	Appraiser	Fee Simple	Leased Fee	Fair Market Rent	NOI	Fair Market Value (FMV)	Appraised Rent (10% of FMV of the Premises)
AB 312 Appraisals:							
July 2014	Valbridge	6,720,000	7,890,000	619,550	----	----	----
July 2014	Southwest	4,430,000	5,980,000	473,400	----	----	----
FMV Appraisals:							
Aug. 2014	CBRE	----	----	----	460,886	5,750,000	----
Aug. 2014	Britton-Adamo	----	----	----	420,000	5,250,000	----
				Difference of FMVs		500,000	----
				FMV of the Premises*		5,500,000	550,000

* **FMV of the Premises** - Per Section 1.2.2 of the 4th Amendment, if the difference between the two FMVs is less than 10% of the lower FMV, the average of the two FMVs will be the FMV of the Premises.

Site Map


Legend
City Owned
CIM Owned
NDOT Owned
ENA Site
APN: 139-34-501-008
(2.84 Acres)
APN: 139-34-501-007
(2.00 Acres)
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(0.65 Acres)
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(1.03 Acres)
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Lady Luck Site
Ogden Garage Site
E MESQUITE AVE
RAMP S US95 LV BLVD
N 95
S 95
N CASINO CENTER BLVD
N 4TH ST
STEWART AVE
N LAS VEGAS BLVD
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City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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

SUBJECT:
BOARDS AND COMMISSIONS

Discussion for possible action on the appointment of two members and two alternate members to the Clark County Regional Flood Control District Technical Advisory Committee

Fiscal Impact

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

PURPOSE/BACKGROUND:
In accordance with NRS 543.510 and the Regional Flood Control District Policies and Procedures it is necessary for the City Council appoint two voting members and two alternate members to serve on the Clark County Regional Flood Control District Technical Advisory Committee.

RECOMMENDATION:
The City Manager recommends the appointment of the Director of Public Works and the City Engineer as the two voting members and recommends the appointment of the Engineering Program Manager and the Engineering Project Manager from the Department of Public Works as the two alternate members.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - DEPARTMENT OF TRANSPORTATION REGIONAL ADVISORY COMMITTEE ON OVERSIZED AND OVERWEIGHT VEHICLES - Jorge Cervantes, Term Expires 10-3-2015

Fiscal Impact

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

PURPOSE/BACKGROUND:
Chapter 484 of Nevada Revised Statutes was amended by Senate Bill 450 during the 2007 Legislative Session, mandating the establishment of a regional advisory committee to advise the Department of Transportation on certain issues relating to oversized and overweight vehicles. Membership of the committee includes one member appointed by the Department of Transportation to serve as the chair of the committee; one member appointed by the Board of County Commissioners, one member appointed by the City Council of each city within the county; one member appointed by the largest construction industry association in the county; and one member appointed by the largest motor transport association in the county. Members serve a two year term with no limit to the number of terms, and unexpired terms must be filled. Procedure for this Board is appointment by City Council. Mr. David Bowers is the new Director of Public Works and will replace Mr. Cervantes on this Board.

RECOMMENDATION:
Staff recommends the appointment of David Bowers, who is the new Director of Public Works, to represent the interests and authority of the City of Las Vegas.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2014-39 - For Possible Action - Establishes licensing requirements and regulations, as well as updated zoning regulations, pertaining to short-term residential rentals. (TXT-51291) Sponsored by: Councilwoman Lois Tarkanian [NOTE: This item will be heard for adoption at the 10/1/2014 City Council Meeting]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will establish licensing requirements and regulations, as well as updated zoning regulations, pertaining to short-term residential rentals. A previous bill on the same subject was stricken from the agenda last November in order for staff to bring back a revised version. This revised version includes provisions brought forward last November as well as additional recommendations approved by the Planning Commission. The latter include the requirement for a special use permit for locations with more than four bedrooms.

RECOMMENDATION:
ADOPTION at the 9/3/2014 City Council Meeting as a First Amendment pursuant to the 8/18/2014 Recommending Committee meeting

First Reading – 6/4/2014; First Publication 8/21/2014

BACKUP DOCUMENTATION:
1. Bill No. 2014-39
2. Written Comments by Annette Fiala and Letter and Newspaper Article by Jewel Dixon submitted at the 8/4/2014 Recommending Committee Meeting
3. Bill No. 2014-39, First Amendment
4. Letter by Robert Rubin Submitted by Jewel Dixon, Newspaper Article by Jewel Dixon and Written Comments by Karen Sommer submitted at the 8/18/2014 Recommending Committee Meeting

BILL NO. 2014-39

ORDINANCE NO. _____

AN ORDINANCE RELATING TO SHORT-TERM RESIDENTIAL RENTALS; ESTABLISHING LICENSING REQUIREMENTS AND REGULATIONS, AS WELL AS UPDATED ZONING REGULATIONS, PERTAINING THERETO; AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Lois Tarkanian

Summary: Establishes licensing requirements and regulations, as well as updated zoning regulations, pertaining to short-term residential rentals.

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

SECTION 1: Title 6 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 75 and consisting of Sections 10 to 120, inclusive, reading as follows:

6.75.010: "Commercial vehicle" means a vehicle customarily used as part of a business for the transportation of goods or people.

"Daytime" means the period of time between 9:00 AM and 10:00 PM on a given day.

"Nighttime" means the period of time between 10:00 PM on one day and 9:00 AM on the next succeeding day.

"Operator" means any person who owns, leases, controls, manages or operates a short-term residential rental unit or property.

"Short-term residential rental" means 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. The term does not include a "community residence," "facility for transitional living for released offenders," or any other facility with dwelling units that is specifically defined in LVMC Chapter 19.18.

6.75.020: (A) No person shall engage in the business of offering or operating a short-term residential rental without first obtaining and thereafter maintaining a valid unexpired license pursuant to

this Chapter for each short-term residential rental unit. Where there are multiple units on the same property, each unit must be licensed individually.

(B) If a short-term residential unit is managed by a person other than the licensee or a principal of the licensee for that unit, that person must possess a valid license from the State of Nevada and the City to manage property.

6.75.030: The operator of a short-term residential rental unit shall pay, in advance, an annual fee of five hundred dollars for each short-term residential rental unit.

6.75.040: Each application for a short-term residential rental license shall contain or include the following information and documentation:

(A) The name, signature, address and telephone number of the owner of the residential dwelling to be associated with the license.

(B) The name, address and telephone number of any property manager or property management firm that will be operating the short-term residential rental.

(C) The name, address and telephone number (including a telephone number that provides for communication twenty-four hours a day) of the local contact person who will respond to complaints regarding the condition, operation, or conduct of the occupants of the short-term residential rental unit.

(D) The address of the residential dwelling proposed to be used as a short-term residential rental.

(E) The number of bedrooms, per the documentation listed with the Clark County Assessor, and the applicable nighttime and daytime occupancy limit of the residential dwelling.

(F) If the proposed short-term residential rental unit is located within a gated subdivision or controlled-access building that is governed by an owners' association, a letter or other documentation from the association acknowledging the proposed use and, if necessary, granting access to occupants of the proposed rental unit.

6.75.050: In connection with the issuance of a license, the Director may impose on the license (or

upon the renewal thereof) reasonable conditions that are in addition to the requirements of this Chapter and that are designed to protect the public health, safety and welfare. In the case of a short-term residential rental unit whose operator lives outside the State of Nevada, such conditions may include a requirement that the short-term residential rental be managed by a property manager or property management firm properly licensed for that activity by the State of Nevada and the City. In addition, at any time during a license period, the Director may impose such a requirement on a licensee whose short-term residential rental has been the subject of repeated complaints of violations of this Chapter.

6.75.060: The operator of a short-term residential rental shall comply with all provisions of LVMC Chapter 6.46 and 4.20 that pertain to the collection of room taxes by the operator of an establishment subject to those chapters, as well as the associated recordkeeping requirements. Without limiting the effect of the preceding sentence, the operator of a residential short-term rental shall comply specifically with the following sections:

6.46.040

6.46.060

6.46.070

6.46.080

6.46.100

6.46.130

6.46.150

4.20.030

4.20.035

4.20.037

4.20.040

4.20.060

4.20.070

4.20.110

4.20.140

4.20.150

4.20.160

6.75.070: It is unlawful for an operator of an establishment governed by this Chapter to require that any occupant of a short-term residential rental unit pay for a greater number of days than actually occupied or requested by such occupant.

6.75.080: No person shall engage in the business of operating a short-term residential rental unit without first obtaining and thereafter maintaining a valid unexpired public accommodations permit from the Health District.

6.75.090: (A) An evacuation map and list of procedures shall be placed within each guest room used for sleeping. Maps shall be of an engraved plastic material, with a minimum size of ten inches by eight inches, and mounted in a horizontal position. The color of the text shall be contrasting to the background. The maps shall have a "you are here" star with a directional arrow to the nearest exit, and shall also indicate the location of all available fire extinguishers.

(B) At a minimum, there must be at least one fire extinguisher:

(1) In the kitchen area, located under the sink;

(2) In any garage, mounted on the wall no higher than 48" above the finished floor; and

(3) Located on each floor level of the short-term residential rental unit, to the extent not otherwise covered by Paragraphs (1) and (2) of this Subsection (B).

↳Each fire extinguisher shall have a current service tag from a State of Nevada Fire Marshal-certified contractor.

(C) All sleeping rooms shall be equipped with smoke alarms and shall be installed in accordance with applicable codes. A record of monthly testing and battery replacement shall be available for verification by the Fire Prevention Division.

(D) Carbon monoxide alarms shall be installed in accordance with applicable codes.

6.75.100: (A) The operator shall post a copy of the license along with a copy of this Section 6.75.100 in a conspicuous place within the short-term residential rental unit.

(B) The maximum nighttime occupancy of a short-term residential rental unit shall be limited to a base of two persons per rental unit, plus an amount not to exceed two persons per bedroom in the unit. The total daytime occupancy of the unit shall be limited to a maximum of one and one-half times the nighttime occupancy limit. In no case shall the total nighttime occupancy exceed twelve persons per unit, regardless of the number of additional bedrooms that may be available in the unit. The following table summarizes the maximum occupancy limits:

Number of Bedrooms	Maximum Number of Nighttime Occupants	Number of Additional Daytime Occupants	Maximum Number of Daytime Occupants
0 (Studio)	2	1	3
1	4	2	6
2	6	3	9
3	8	4	12
4	10	5	15
5	12	6	18

(C) All occupant vehicles shall be parked on site, and shall not be parked in the adjacent public right-of-way. No commercial vehicles shall be permitted on the short-term residential rental unit property or parked in the adjacent public right-of-way, except where otherwise permitted in commercial zoning districts.

(D) Notwithstanding the provisions of LVMC Chapter 9.16, the use of any radio receiver, stereo, musical instrument, sound amplifier or similar device which produces, reproduces or amplifies sound shall take place only within an enclosed short-term residential rental unit. The property owner or operator of a short-term residential rental unit shall use reasonably prudent business practices to ensure that the occupants or guests of the rental unit do not create unreasonable noise or disturbances.

(E) The operator shall make available a local phone number that provides the capability of producing a response within one hour to complaints regarding the condition, operation, or conduct of the occupants of the short-term residential rental unit. Failure of the operator to respond or provide for a response to the complainant within one hour shall constitute a violation of these regulations.

(F) A placard shall be displayed on the exterior of any short-term residential rental unit listing the 24-hour contact information for complaints regarding the operation or conduct of the occupants of the unit. The placard shall be in plain view for the general public at all times the short-term residential rental unit is occupied. The placard shall be a minimum of 8-1/2 inches by 11 inches in size, clearly depicting the 24-hour contact information. Contact information shall include the full name and telephone number and must be in a minimum legible font of 72 point or a minimum of 1-1/2 inches in height.

(G) Trash and refuse shall not be left or stored in public view, except in proper containers for the purpose of collection in accordance with the requirements of Chapter 9.08. The owner of the property or manager of the short-term residential rental unit shall be responsible for notifying occupants of trash disposal procedures and for maintaining compliance with the requirements of Chapter 9.08.

(H) Consistent with and as a reflection of the definition of the term "short-term residential rental" set forth in this Chapter, no short-term residential rental unit may be rented for the purpose of holding weddings, parties, receptions or similar events that typically are held at a banquet facility or other facility that is made available for the holding of events on a commercial basis. Any use of the short-term residential rental unit is limited to activities that are incidental to its use for dwelling, lodging or sleeping purposes.

6.75.110: The operator must notify the Director of any change in property ownership or management or any other material change in the information described in the license application and set forth in LVMC 6.75.040. The notification must be made within fifteen days after the change has occurred. The Director may require a new application if the changes warrant a new application.

6.75.120: In addition to any other remedy available for a violation of this Chapter, the Director may suspend or revoke a license issued under this Chapter for the third or subsequent violation of this Chapter within any 24-month period. Such action is appealable to the City Council or the Council's designee. In addition, the renewal of a license or an application for a new license may be denied if the licensee or applicant has been found guilty of any provision of this Chapter or has been determined to be in violation of any provision of this Chapter in connection with a civil proceeding.

SECTION 2: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Sections 3 to 6, inclusive, of this Ordinance. Each such amendment is deemed to be an amendment to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 3: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, is hereby amended by amending the entry for the use "Short-Term Residential Rental" so that the name of the use as listed reads "Short-Term Residential Rental (4 or Fewer Bedrooms)."

SECTION 4: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, is hereby amended by adding thereto, at the appropriate location, a new entry for the use "Short-Term Residential Rental (5 or More Bedrooms)," indicating that the use is permitted by means of Special Use Permit in the U, R-E, R-D, R-1, R-CL, R-TH, R-2, R-3, R-4 and R-MH Zoning Districts. In order to reflect the amendment, the letter "S" shall be added to the columns for the U, R-E, R-D, R-1, R-CL, R-TH, R-2, R-3, R-4 and R-MH Zoning Districts.

SECTION 5: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Short-Term Residential Rental" to read as follows:

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. This use does not include a "Community Residence," "Facility for Transitional Living for Released Offenders," or any other facility with dwelling units that is specifically defined in Chapter 19.18.

Conditional Use Regulations:

1. The use is limited to a residential dwelling unit that has no more than four bedrooms, with a maximum occupancy not to exceed the limits set forth in LVMC 6.75.100. The dwelling unit is presumed to have the number of bedrooms indicated in the records of the Clark County Assessor's Office that pertain to that unit, but that presumption may be rebutted by inspection or other competent evidence.

[1.] 2. The operator must obtain a [permit from the Business Services Division] business license 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.] 3. 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.] 4. 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.] In addition to and independent of any enforcement authority or remedy described in this Title, the failure to comply with a Conditional Use Regulation associated with this use may be enforced as in the case of a violation of Title 6 by means of a civil proceeding pursuant to LVMC 6.02.400 to 6.02.460, inclusive.

Minimum Special Use Permit Requirements:

1. The use is limited to a maximum occupancy not to exceed the limits set forth in LVMC 6.75.100.

*2. The operator must obtain a business license to operate the use.

*3. 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.

*4. The use must comply with the City's noise regulations as they apply to residential uses.

*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. In addition to and independent of any enforcement authority or remedy described in this Title, the failure to comply with a Minimum Special Use Permit Requirement associated with this use may be enforced as in the case of a violation of Title 6 by means of a civil proceeding pursuant to LVMC 6.02.400 to 6.02.460, inclusive.

On-site Parking Requirement: No additional parking required.

SECTION 6: Title 19, Chapter 18, Section 20, is hereby amended by amending the definition of the term "Short-Term Residential Rental" to read as follows:

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. The term does not include a "Community Residence," "Facility for Transitional Living for Released Offenders," or any other facility with dwelling units that is specifically defined in this Chapter.

SECTION 7: For purposes of Section 2.100(3) of the City Charter, Sections 19.12.010,

19.12.070 and 19.18.020 are deemed to be subchapters rather than sections.

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

SECTION 9: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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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 _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-2014
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2014, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as amended and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

Short Term Residential Rentals

Times are evolving in the economy, and in the tourist industry and in the Entertainment Capital of the World, Las Vegas. There is now, more than ever, the demand for alternative housing to the traditional hotel room. Celebrities, professional athletes, conventioneers, families, sports teams of all ages, discrete individuals, the film industry and numerous groups request and expect privacy and alternative housing to the hotel room. Short Term Residential Rentals provide a solution to the ever increasing demand in the Las Vegas hospitality industry.

These clients represent a sizable portion of the market and demand private accommodations.

Further, with the feature film industry coming to Vegas and the highly anticipated arenas being built here, out of town guests are requiring accommodations where their entire entourage can stay together in one place. Hotel rooms or even two and three bedroom suites simply cannot fill these needs.

The Short Term Rental houses fulfill these needs.

Economic Benefits to the City of Las Vegas: licensing fees, taxes, jobs, increased home values, and a greater share of the tourist market that Las Vegas was previously unable to capture.

The Challenge: Short term rental houses are being abused by "partiers" due to a lack of regulations or ordinances specifically addressing this issue with no consequences.

Our Vegas Vacation Rental Association has united to combat the Party Houses and owners or managers that do not conduct business in a professional manner in accordance with Best Practices for the industry. We have worked with Karen Duddlesten in Business Licensing to adopt a new and more comprehensive ordinance that would be enforceable and encourage full reporting.

We also proposed the "Loud and Unruly Conduct" ordinance, similar to the one currently adopted by the City of Newport Beach, California, who had similar problems, on a much larger scale. After they enacted this ordinance, their problems are almost non-existent.

Currently Las Vegas police have no authority or remedy to shut down or disband a party house. We have given "teeth" to our ordinance. We advocated for a strict violation and fine schedule similar to the one Newport Beach adopted wherein:

- The police are allowed to disband the party, and issue a Notice of Violation.
- The Notice of Violation results in a $250 fine to each person in attendance, and subsequent fines of $500 for each additional offense.

***In Newport Beach, the police can force everyone to leave, and the property lease automatically terminates with no refund. We have several property owners in the City who have adopted this language in their lease. Not only do we support this provision, but we support an even stricter fine schedule.

Submitted At Meeting
Date 8/4/14 Item 3
by Annette Fiala

- All STR are not party houses
- When code enforcement was asked about #'s of party houses - they were unable to offer a #
- proposed STR offers fines of $250/500
- Petra Arello - renewed
- hundreds of thousands of guests who have no representation here - PAT - one and only

---

- we were working w/ county - when the city issue came up. (Summer did not want to contribute to atty fees)

Mr. Draham.

Sept 3

We believe adopting the proposed Amendments to the City's current Nuisance ordinance along with the changes listed below would resolve the City's Party House problem and short term rental reporting issue.

1. **Remove the Special Use Permit on homes of 5 bedrooms or more**

- Given the "teeth" in the proposed nuisance ordinance, all rental homes, regardless of room number will be held equally accountable.
- Requirements of a Special Use Permits for houses with five bedrooms or more will effectively obliterate this segment of the short term rental market.
- We advocate returning to previous occupancy limits: 2 guests per studio, + 2 guests per each additional bedroom. A hotel room allows up to 4 adults in one room. Short Term Rentals should not be arbitrarily penalized.
- Larger houses are able to accommodate the celebrity clientele, professional athletes, amateur sports teams, and family reunions that small houses and hotels are unable to accommodate.
- Larger houses will bring in greater room tax, and usually have a great number of rentals per year.

2. **Removal the Licensed Real Estate Property Manager Requirement**

- Short term rentals are economically unfeasible for realtors, and further, short term rentals do not fit into the business model.
- A typical short term rental lease is between $500-$1000, and there is only a 5%-10% margin for commissions. Each rental takes approximately 15 to 20 hours of time thru completion.
- A realtor would have to: advertise the property at their expense, locate clients, show the properties, sell the property to the client, act as a middle man between the property owner and the lessee to negotiate a price, obtain contract signature, accept and verify the contract funds, deposit them into a trust account, check the clients into and out of the property, be available for maintenance and repairs, be available 24 hours a day in the event of a disturbance with an hour's notice, and finally transfer the money from the trust account to the property owner.
- A $50-$100 commission does not justify this work, and we are unaware of any realtors willing to accept, and diligently work for this type of business, given the commission structure.
- There is no other city or municipality that requires a licensed real estate property manager for Short Term Rentals. We have researched this proposed requirement with the local real estate offices and all have stated they do not want this business.
- Finally, to ease registration, and to encourage full reporting, we suggest an annual fee per house regardless of whether they are a property owner or a property manager.

Additional recommendations:

- Offer online registration and payments.
- Offer a training class for owners and managers to be able to get licensed, and help ensure that everyone knows the rules and regulations. (We are happy to assist you with this at your request).
- To further encourage full reporting, we suggest requiring City License numbers on all advertising to enable code enforcement to identify licensed properties.

Scottrade®

After almost a year this revised bill is almost the same as the one we have made input at all the meetings.

The added one hour for action by property manager means the neighbors have to tolerate the disturbance for another hour at least

The question remains – after a majority of the council members admitted they would not want a short term rental (party house) as a neighbor why have the ordinance not completely banned such activity.

We cannot help but wonder – is politics involved. Are there just more voters who own these establishments than voters who want them to be out of existence.

An article in the R.J. 7/26 pinpoints the problem – Lack of enforcement – of the law. This problem has been well recognized by members of the council.

2600 W Sahara Ave Ste 104, Las Vegas NV 89102-4304
702-878-9700 888-467-9612
MEMBER FINRA/SIPC

(over)

Submitted At Meeting
Date 8/4/14 Item 3
by Jewel Dixon

Property owners ~~or~~ managers don't want to enforce the law because they want repeat business.

The police are undermanned and can't even do most of the traffic accident or respond to crimes in a timely manner. If you call Metro regarding a party house they merely issue a complaint #.

Short term renters couldn't care less they go home to their quiet neighborhoods in a couple of days. "What happens in Vegas stays in Vegas".

The argument of economics is comical. Twenty people rent 616 Campbell at 1200 a day. That's 60. They order in Pizza and prostitutes and have a party.

No revenue for hotels, motels, and restaurants. And no taxes for the government.

Beware — a short term rental maybe coming to your neighborhood. Its a great deal for the property owner.

Once again — No Short Term Rentals

7/26/14

Las Vegas Review-Journal

'Party house' ordinance best bet for neighbor

Barbara Holland
ASSOCIATION Q&A

Q: Across the street from us is an empty 6,000-square-foot house. We don't know who owns it. Can the owners rent the house for weekends, like a hotel? Different people come and go all of the time. We have a nice family neighborhood, and I do not like the situation. Should I contact the association? Is this legal or am I wasting my time?

A: You should contact your association. Most governing documents prohibit the renting of a home for fewer than 30 days. If you refer to your covenants, you will probably find a minimum lease period requirement from your association ranging from six months to 12 months. The association can write a courtesy letter that the homeowner is in violation of the governing documents and could fine the homeowner for continual violation upon proper hearing notice.

Also, Nevada Revised Statutes 116.340 prohibits "transient commercial use" unless the governing documents allow for such a short-term period. Transient commercial use is defined as "the use of a unit, for remuneration, as a hostel, hotel, inn, motel, resort, vacation rental or other form of transient lodging if the term of the occupancy, possession, or use of the unit is for less than 30 consecutive calendar days."

Some readers may remember a series of Las Vegas Review-Journal articles about the Clark County Commission's consideration of passing an ordinance known as "the party house." The ordinance that was passed can be found under Clark County Code Section 30.44.010, which clearly identifies a prohibited use of "transient" commercial use of residential development.

Please also know that Clark County Code Section 30.08 defines "transient" not by the full length of a corporate lease agreement but by the length of time any tenant is allowed to use the leasehold premises, wherein it states, "... a person who utilizes accommodations ... for a period of 30 consecutive calendar days or less."

Don't count too much on the county to help you resolve this code violation. For more than 18 months, one of my

Some readers may remember a series of Las Vegas Review-Journal articles about the County Commission's consideration of passing an ordinance known as "the party house." The ordinance that was passed can be found under Clark County Code Section 30.44.010, which clearly identifies a prohibited use of "transient" commercial use of residential development.

tion to one of the county's staff member that monitors this kind of complaint.

The staff member has received copies of Internet advertisements offering the home for short-term weekend rentals, security logs that showed that "guests" were coming in and out of the home, and two short-term leases where the homeowner was renting just the bedrooms. None of this information could prompt the county to act.

My association president and vice president even met with our county commissioner to discuss this violation of both county code and of our governing documents. Unfortunately, to no avail.

For whatever reason, we have an ordinance on the books that can't be enforced.

You and the association will bear the brunt of enforcing their governing document; the association may wish to use legal counsel.

Barbara Holland, certified property manager, broker and supervisory certified association manager, is president and owner of H&L Realty and Management Co. Questions may be sent to the Association Q&A, P.O.

FIRST AMENDMENT

BILL NO. 2014-39

ORDINANCE NO. _____

AN ORDINANCE RELATING TO SHORT-TERM RESIDENTIAL RENTALS; ESTABLISHING LICENSING REQUIREMENTS AND REGULATIONS, AS WELL AS UPDATED ZONING REGULATIONS, PERTAINING THERETO; AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Lois Tarkanian

Summary: Establishes licensing requirements and regulations, as well as updated zoning regulations, pertaining to short-term residential rentals.

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

SECTION 1: Title 6 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 75 and consisting of Sections 10 to 110, inclusive, reading as follows:

6.75.010: "Commercial vehicle" means a vehicle customarily used as part of a business for the transportation of goods or people.

"Daytime" means the period of time between 9:00 AM and 10:00 PM on a given day.

"Nighttime" means the period of time between 10:00 PM on one day and 9:00 AM on the next succeeding day.

"Operator" means any person who owns, leases, controls, manages or operates a short-term residential rental unit or property.

"Short-term residential rental" means 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. The term does not include a "community residence," "facility for transitional living for released offenders," or any other facility with dwelling units that is specifically defined in LVMC Chapter 19.18.

6.75.020: (A) No person shall engage in the business of offering or operating a short-term

Submitted At Meeting

Date 8/18/14 Item 3

residential rental without first obtaining and thereafter maintaining a valid unexpired license pursuant to this Chapter for each short-term residential rental unit. Where there are multiple units on the same property, each unit must be licensed individually.

(B) If a short-term residential unit is managed by a person other than the licensee or a principal of the licensee for that unit, that person must possess a valid license from the State of Nevada and the City to manage property.

6.75.030: The operator of a short-term residential rental unit shall pay, in advance, an annual fee of five hundred dollars for each short-term residential rental unit.

6.75.040: Each application for a short-term residential rental license shall contain or include the following information and documentation:

(A) The name, signature, address and telephone number of the owner of the residential dwelling to be associated with the license.

(B) The name, address and telephone number of any property manager or property management firm that will be operating the short-term residential rental.

(C) The name, address and telephone number (including a telephone number that provides for communication twenty-four hours a day) of the local contact person who will respond to complaints regarding the condition, operation, or conduct of the occupants of the short-term residential rental unit.

(D) The address of the residential dwelling proposed to be used as a short-term residential rental.

(E) The number of bedrooms, per the documentation listed with the Clark County Assessor, and the applicable nighttime and daytime occupancy limit of the residential dwelling.

(F) If the proposed short-term residential rental unit is located within a gated subdivision or controlled-access building that is governed by an owners' association, a letter or other documentation from the association acknowledging the proposed use and, if necessary, granting access to occupants of the proposed rental unit.

6.75.050: In connection with the issuance of a license, the Director may impose on the license (or upon the renewal thereof) reasonable conditions that are in addition to the requirements of this Chapter and that are designed to protect the public health, safety and welfare. In the case of a short-term residential rental unit whose operator lives outside the State of Nevada, such conditions may include a requirement that the short-term residential rental be managed by a property manager or property management firm properly licensed for that activity by the State of Nevada and the City. In addition, at any time during a license period, the Director may impose such a requirement on a licensee whose short-term residential rental has been the subject of repeated complaints of violations of this Chapter.

6.75.060: The operator of a short-term residential rental shall comply with all provisions of LVMC Chapter 6.46 and 4.20 that pertain to the collection of room taxes by the operator of an establishment subject to those chapters, as well as the associated recordkeeping requirements. Without limiting the effect of the preceding sentence, the operator of a residential short-term rental shall comply specifically with the following sections:

6.46.040

6.46.060

6.46.070

6.46.080

6.46.100

6.46.130

6.46.150

4.20.030

4.20.035

4.20.037

4.20.040

4.20.060

4.20.070

4.20.110

4.20.140

4.20.150

4.20.160

6.75.070: It is unlawful for an operator of an establishment governed by this Chapter to require that any occupant of a short-term residential rental unit pay for a greater number of days than actually occupied or requested by such occupant.

6.75.080: (A) An evacuation map and list of procedures shall be placed within each guest room used for sleeping. Maps and lists of procedures shall be mounted on a wall or door in a horizontal position, either made of a durable material or encased within a durable frame or enclosure. Each map and list shall have a minimum size of ten inches by eight inches, with the color of text contrasting to the background. Maps shall have a "you are here" star with a directional arrow to the nearest exit, and shall also indicate the location of all available fire extinguishers.

(B) At a minimum, there must be at least one fire extinguisher:

(1) In the kitchen area, located under the sink;

(2) In any garage, mounted on the wall no higher than 48" above the finished floor; and

(3) Located on each floor level of the short-term residential rental unit, to the extent not otherwise covered by Paragraphs (1) and (2) of this Subsection (B).

↳Each fire extinguisher shall have a current service tag from a State of Nevada Fire Marshal-certified contractor.

(C) All sleeping rooms shall be equipped with smoke alarms and shall be installed in accordance with applicable codes. A record of monthly testing and battery replacement shall be available for verification by the Fire Prevention Division.

(D) Carbon monoxide alarms shall be installed in accordance with applicable codes.

6.75.090: (A) The operator shall post a copy of the license along with a copy of this Section

6.75.090 in a conspicuous place within the short-term residential rental unit.

(B) The maximum nighttime occupancy of a short-term residential rental unit shall be limited to a base of two persons per rental unit, plus an amount not to exceed two persons per bedroom in the unit. The total daytime occupancy of the unit shall be limited to a maximum of one and one-half times the nighttime occupancy limit. In no case shall the total nighttime occupancy exceed twelve persons per unit, regardless of the number of additional bedrooms that may be available in the unit. The following table summarizes the maximum occupancy limits:

Number of Bedrooms	Maximum Number of Nighttime Occupants	Number of Additional Daytime Occupants	Maximum Number of Daytime Occupants
0 (Studio)	2	1	3
1	4	2	6
2	6	3	9
3	8	4	12
4	10	5	15
5	12	6	18

(C) All occupant vehicles shall be parked on site, and shall not be parked in the adjacent public right-of-way. No commercial vehicles shall be permitted on the short-term residential rental unit property or parked in the adjacent public right-of-way, except where otherwise permitted in commercial zoning districts.

(D) Notwithstanding the provisions of LVMC Chapter 9.16, the use of any radio receiver, stereo, musical instrument, sound amplifier or similar device which produces, reproduces or amplifies sound shall take place only within an enclosed short-term residential rental unit. The property owner or operator of a short-term residential rental unit shall use reasonably prudent business practices to ensure that the occupants or guests of the rental unit do not create unreasonable noise or disturbances.

(E) The operator shall make available a local phone number that provides the capability of producing a response within one hour to complaints regarding the condition, operation, or conduct of the occupants of the short-term residential rental unit. Failure of the operator to respond or provide for a response to the complainant within one hour shall constitute a violation of these regulations.

(F) A placard shall be displayed on the exterior of any short-term residential rental unit

listing the 24-hour contact information for complaints regarding the operation or conduct of the occupants of the unit. The placard shall be in plain view for the general public at all times the short-term residential rental unit is occupied. The placard shall be a minimum of 8 1/2 inches by 11 inches in size, clearly depicting the 24-hour contact information. Contact information shall include the full name and telephone number and must be in a minimum legible font of 72 point or a minimum of 1 1/2 inches in height.

(G) Trash and refuse shall not be left or stored in public view, except in proper containers for the purpose of collection in accordance with the requirements of Chapter 9.08. The owner of the property or manager of the short-term residential rental unit shall be responsible for notifying occupants of trash disposal procedures and for maintaining compliance with the requirements of Chapter 9.08.

(H) Consistent with and as a reflection of the definition of the term "short-term residential rental" set forth in this Chapter, no short-term residential rental unit may be rented for the purpose of holding weddings, parties, receptions or similar events that typically are held at a banquet facility or other facility that is made available for the holding of events on a commercial basis. Any use of the short-term residential rental unit is limited to activities that are incidental to its use for dwelling, lodging or sleeping purposes.

6.75.100: The operator must notify the Director of any change in property ownership or management or any other material change in the information described in the license application and set forth in LVMC 6.75.040. The notification must be made within fifteen days after the change has occurred. The Director may require a new application if the changes warrant a new application.

6.75.110: In addition to any other remedy available for a violation of this Chapter, the Director may suspend or revoke a license issued under this Chapter for the third or subsequent violation of this Chapter within any twenty-four month period. Such action is appealable to the City Council or the Council's designee. In addition, the renewal of a license or an application for a new license may be denied if the licensee or applicant has been found guilty of any provision of this Chapter or has been determined to be in violation of any provision of this Chapter in connection with a civil proceeding.

SECTION 2: Ordinance No. 6289 and the Unified Development Code adopted as Title

19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Sections 3 and 4 of this Ordinance. Each such amendment is deemed to be an amendment to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 3: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Short-Term Residential Rental" to read as follows:

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. This use does not include a "Community Residence," "Facility for Transitional Living for Released Offenders," or any other facility with dwelling units that is specifically defined in Chapter 19.18.

Conditional Use Regulations:

1. The operator must obtain a [permit from the Business Services Division] business license 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.]

5. In addition to and independent of any enforcement authority or remedy described in this Title, the failure to comply with a Conditional Use Regulation associated with this use may be enforced as in the case of a violation of Title 6 by means of a civil proceeding pursuant to LVMC 6.02.400 to 6.02.460, inclusive.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use on the site.

SECTION 4: Title 19, Chapter 18, Section 20, is hereby amended by amending the definition of the term "Short-Term Residential Rental" to read as follows:

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. The term does not include a "Community Residence," "Facility for Transitional Living for Released Offenders," or any other facility with dwelling units that is specifically defined in this Chapter.

SECTION 5: For purposes of Section 2.100(3) of the City Charter, Sections 19.12.070

and 19.18.020 are deemed to be subchapters rather than sections.

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

SECTION 7: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2014, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as amended and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

8/15/14

Scottrade®

It would be redudant to enumerate all the problems created by the short term rental across the street from my home. Those things I recited to City officials at three to four meetings where this law was addressed.

It is unimaginable that after all this time a complete ban on short term rentals has not been instituted. I say this because at each previous session the majority of city officials, presiding, agreed that they would not want a short term rental near their home and that the proposed laws could not be enforced.

A ban on short term rentals would eliminate those residences owned by law-abiding property owners, ~~and~~ who could then put ~~their~~ places on the market as regular

2600 W Sahara Ave Ste 104, Las Vegas NV 89102-4304
702-878-9700 888-467-9612
MEMBER FINRA/SIPC

rental properties.

Submitted At Meeting

Date 8/18/14 Item 3

by Jewel Dixon

The remaining properties being illegally rented out as party houses should be more obvious and much easier to close down. A huge fine would be helpful.

The city tax base would increase since the visitors to our city would stay in hotels and motels, eat in the restaurants and drink in the bars and clubs.

For those locals who have been renting a short term rentals for weddings and parties there are legitimate establishments for such activities.

A ban would give us citizens our neighborhood back with neighbors who care. Not visitors with the "what happens in Vegas stays in Vegas" frame of mind.

Ray Rubin
711 Campbell
ROBERT RUBIN

* 30 YR. RESIDENT, VET, ACROSS FROM 616.

Nevada
and the west

California's alarm over drought grows
PAGE 2B

INSIDE
OBITUARIES 4B
OPINION 5B
COMICS 6B

SHORT-TERM VACATION RENTALS

Party houses targeted in LV

City councilwoman leads effort to require homes to be licensed with special use permits

By JANE ANN MORRISON
LAS VEGAS REVIEW-JOURNAL

Anne and Nigel Burton live on Lopez Island in Washington state. It's a serene and breathtakingly beautiful spot in the San Juan Islands that's accessible only by ferry. People living there seek a peaceful existence.

Yet each Burton bought a luxury home, one in Las Vegas and one in Henderson, and turned them into party homes that often bring in raucous party-goers who drive neighbors bonkers.

Anne Burton bought 3003 Regency Hill in Henderson in September 2010. In April 2011, Henderson officials told her to quit renting it out as a party house. Yet it took more than a year for the officials to fix the problem.

Nigel Burton bought 616 Campbell Drive in Las Vegas on April 19, 2011, paying $600,000. It was about the same time Anne Burton was being warned she was violating Henderson ordinances.

His party house sparked the latest effort to crack down on people who buy homes in residential areas and rent them out for less than 30 days.

Both of them used property manager and broker Peter Anello to handle the rentals.

None of them responded to requests for comment.

What occurred at their two party houses has renewed a debate over how to handle homeowners and property managers who rent out homes to a steady stream of short-term renters, some considerate, others not.

Las Vegas City Councilwoman Lois Tarkanian is leading the effort to require that short-term vacation rentals, as they are known, be both licensed and have a special use permit within city limits.

▶ SEE PARTY HOUSES PAGE 2B
Las Vegas City Council set to discuss issue today

MARK DAMON/LAS VEGAS REVIEW/JOURNAL
Nigel Burton's short-term vacation rental at 616 Campbell Drive in Las Vegas, pictured Thursday, helped sparked the latest effort to crack down on people who buy homes in residential areas and rent them out for less than 30 days.

▶ PARTY HOUSES: *Las Vegas City Council set to discuss issue today*

CONTINUED FROM PAGE 1B

There is pushback from businesses that rent out those houses. They've hired attorney Jay Brown to try and weaken the ordinance by removing the need for a special use permit for houses with more than four bedrooms. The councilwoman said their objections are that such a permit would be costly and would require notification of neighbors.

Tarkanian is proposing another ordinance that would penalize unruly gatherings, including party houses. It would make it a misdemeanor for eight or more people to create an "unruly gathering" in a neighborhood.

Both proposed ordinances will be discussed at 10 a.m. today by the council's recommending committee in the clerk's office on the second floor of City Hall.

Tarkanian said the objections by Brown's clients seemed to be from concerns that the county might change its ordinances and make them tougher. "We might set a precedent," she said.

That seems doubtful.

COURTESY PHOTOS

A neighbor photographed the aftermath of festivities at Nigel Burton's party house in Las Vegas.

A neighbor took this photo of a bus arriving at Nigel Burton's short-term vacation rental in Las Vegas.

OTHER JURISDICTIONS

In Henderson and Clark County, short-term rentals for less than 30 days are flat out banned from residential neighborhoods. But saying party houses won't be allowed and actually getting them out of residential neighborhoods are not the same thing.

Anne Burton's example in Henderson is a classic case of how difficult the codes are to enforce.

On April 5, 2011, Eddie Dichter, chief planner for the city of Henderson, wrote a letter warning that if the residence was being used as a short-term rental for 30 days or less, it violated the code.

That was followed by a June 6

Problem solved.

There's some dispute over how long it took Henderson officials to act despite repeated prodding by neighbor Joe Johnson.

City spokeswoman Kim Becker said she checked with the city's code enforcement division. "They received the case on March 8, 2012, and it was resolved by judicial process on October 11, 2012. Code Enforcement was not subpoenaed due to negotiations between the party's attorney and the City Attorney's office."

According to code enforcement officials, it was a seven-month process.

According to their own letters to Anne Burton, it was far longer.

COMPLAINT FILED

Johnson said he lived with the party house problem at least 18 months. "The city (code en-

tried to fine Anne Burton, but she had put the home under the name of the LLC, blocking the HOA action.

Johnson took more than 500 photos to provide evidence to city officials that 3003 Regency Hill was a prohibited short-term rental in clear violation of Henderson's code.

Anello, the property manag-

day if you say any of the above responses or anything about staying less than a 31-day period."

He advised them to tell code enforcement officials the lease agreement is for 31 days. But he said that didn't mean they had to stay 31 days.

In his weekly reports to Dichter, Johnson told of buses with

happened, if anything, to Anne Burton or Anello in time for this story.

BIG PROBLEM OR NOT?

Clark County Commission Chairman Steve Sisolak said the county considered an ordinance dealing specifically with party houses but decided to stick with the ordinance banning short-term vacation rental homes in residential neighborhoods.

The county bans "transient commercial use of residential development" and defines commercial use to include bed and breakfast, hostel, hotel, inn, lodging, motel, resort or other transient lodging used for 30 days or less.

Sisolak's advice to people living near homes which weekend after weekend are rented to raucous party types is simple: "Notify your commissioner or code enforcement."

He recognizes it's difficult to enforce because when the party house is rented for long weekends, the renters are gone by the time code enforcement arrives.

The county receives only a few complaints about the actual party houses operating in neighborhoods, he said. "It's hard to get a grip on them because they use an underground Internet to find the houses," Sisolak said."It's a huge problem if they're next door to you, then it's terrible if you are listening to pool parties and loud music and DJs."

In 2012, Sisolak took the lead in fining a homeowner $29,000, or $1,000 a day, because the owner told county code officials he'd stop renting the home for less than 30 days, but then his son continued to rent it out.

The owner sold the home, solving the problem.

party houses. It would make it a misdemeanor for eight or more people to create an "unruly gathering" in a neighborhood.

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That seems doubtful.

OTHER JURISDICTIONS

In Henderson and Clark County, short-term rentals for less than 30 days are flat out banned from residential neighborhoods. But saying party houses won't be allowed and actually getting them out of residential neighborhoods are not the same thing.

Anne Burton's example in Henderson is a classic case of how difficult the codes are to enforce.

On April 5, 2011, Eddie Dichter, chief planner for the city of Henderson, wrote a letter warning that if the residence was being used as a short-term rental for 30 days or less, it violated the code.

That was followed by a June 6, 2011, notice of violation signed by Stephanie Gracia-Vause, director of community development, advising that a violation could be a misdemeanor and that the owner is liable for any code violations.

Anne Burton created a corporation, Kirrin LLC, which bought the home on April 29, 2011, according to county records.

Then she kept renting it out, according to irate neighbors who kept records of the comings and goings, begging Henderson officials to do something.

The final solution: She sold the house in 2013 for $850,000.

COURTESY PHOTOS

A neighbor photographed the aftermath of festivities at Nigel Burton's party house in Las Vegas.

Problem solved.

There's some dispute over how long it took Henderson officials to act despite repeated prodding by neighbor Joe Johnson.

City spokeswoman Kim Becker said she checked with the city's code enforcement division. "They received the case on March 8, 2012, and it was resolved by judicial process on October 11, 2012. Code Enforcement was not subpoenaed due to negotiations between the party's attorney and the City Attorney's office."

According to code enforcement officials, it was a seven-month process.

According to their own letters to Anne Burton, it was far longer.

COMPLAINT FILED

Johnson said he lived with the party house problem at least 18 months. "The city (code enforcement officials) weren't very responsive until I spoke to the mayor," he said Wednesday. He laughed, saying he should have had a clue when he first met Nigel Burton and saw nine mattresses in the garage of the nine-bedroom home.

Johnson hired attorney John Marchiano and brought the problem to the attention of Mayor Andy Hafen and Councilman John Marz. Eventually Johnson hired a private investigator to get evidence the city could use.

He complained to city officials and the Green Valley Country Club Estates Homeowners Association but said the HOA was "powerless." The HOA

A neighbor took this photo of a bus arriving at Nigel Burton's short-term vacation rental in Las Vegas.

tried to fine Anne Burton, but she had put the home under the name of the LLC, blocking the HOA action.

Johnson took more than 500 photos to provide evidence to city officials that 3003 Regency Hill was a prohibited short-term rental in clear violation of Henderson's code.

Anello, the property manager who handled both homes, paid a fine to the Nevada Real Estate Division because he had coached the renters of the Henderson home what to say if code enforcement came to the door. He is still licensed despite advising people to deceive regulatory officials about the length of the lease. Since 2005, Anello has resolved four administrative cases by paying fines.

In a Dec. 21, 2011, email to a renter, Anello wrote that to avoid a fine if a code enforcement office comes to the door, "You cannot say 'I'm renting for the weekend' or 'I'm here for a couple of days.' You and the owner will be fined up to 1K per day if you say any of the above responses or anything about staying less than a 31-day period."

He advised them to tell code enforcement officials the lease agreement is for 31 days. But he said that didn't mean they had to stay 31 days.

In his weekly reports to Dichter, Johnson told of buses with 20 or more people pulling up to the house and steady streams of limos and taxis delivering people weekend after weekend.

In an email dated May 2, 2012, Dichter told Johnson to email him if he sees renters, and the planner said he had code enforcement ready to go. This was a year after Dichter advised Anne Burton to cease operating a short-term vacation rental.

Finally, on May 14, 2012, code officials gave a notice of violation to Kirrin LLC explaining that short-term rentals were only allowed in a tourist commercial zone.

Henderson officials said they were unable to say what

mercial use to include bed and breakfast, hostel, hotel, inn, lodging, motel, resort or other transient lodging used for 30 days or less.

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He recognizes it's difficult to enforce because when the party house is rented for long weekends, the renters are gone by the time code enforcement arrives.

The county receives only a few complaints about the actual party houses operating in neighborhoods, he said. "It's hard to get a grip on them because they use an underground Internet to find the houses," Sisolak said."It's a huge problem if they're next door to you, then it's terrible if you are listening to pool parties and loud music and DJs."

In 2012, Sisolak took the lead in fining a homeowner $29,000, or $1,000 a day, because the owner told county code officials he'd stop renting the home for less than 30 days, but then his son continued to rent it out.

The owner sold the home, solving the problem.

Just like Anne Burton's Henderson home.

Neighbors of Nigel Burton hope he will sell the nine-bedroom home at 616 Campbell Drive, currently advertised for rent on hotpads.com for $15,000 a month.

"That would take care of it," said Jewel Dixon, who has endured the party house for more than three years.

He said repeated calls to police and city officials achieve nothing. Nor does he have faith that Tarkanian's suggested solution will make any difference.

Contact Jane Ann Morrison at jmorrison@reviewjournal.com or 702-383-0275. Find her on Twitter: @janeannmorrison.

Comments by
Karen Sommer, Owner
Las Vegas Rentals 4 U

www.lvrentals4u.com
karen@lvrentals4u.com
702-601-3913

August 18, 2014

SHORT TERM RENTAL ORDINANCE – BILL NO. 2014-39

Thank you for this opportunity to comment on the proposed revisions. I would like to comment on three sections of the Ordinance and will speak for one minute on each, but I will submit more detailed comments for the record because I believe there are a lot of issues that have not been thoroughly explained to the public.

1. PARTY HOUSES - The changes to the existing ordinance are primarily a result of complaints from neighbors and the need to stop residential properties from being used as "party houses". Although section 6.75.120 does describe how violations could result in a revocation of the license, it is not strict enough. For a neighbor to have to wait two years until something is done is too long. Hopefully, the revisions to the Nuisance Ordinance also being discussed today will help alleviate the problem. Has the Police Department been involved in any discussions about how complaints will be forwarded to the Business Department? How should a neighbor should file a complaint? Do they call the police department when the violation is occurring? Or do they call the Business Department on the next business day to report that something had occurred on a previous night? In that case, how would the Business Department verify that a violation occurred? There MUST be some communication and coordination between the Police Department and the Business Department for any problems.

2. PROCEDURE ON HOW TO OBTAIN A LICENSE AND COSTS – If the problem with the old ordinance was "Party Houses" why were all these other new sections added? Have there been reported problems with homes not meeting the fire code? Have there been fires and guests did not know how to evacuate. Will the Business Department prepare detailed instructions so the public will be able to understand the process? The new sections added to the Ordinance are very complicated and will require expenses over and above what a property owner would expect to pay. Thank you for agreeing to eliminate the need for a Public Occupancy Permit. Small homes do not make enough money on vacation rentals to pay for all the requirements. Large mansions may be able to charge $1,000 per night, and therefore find the expenses justified, but homes over 5 bedrooms are not allowed in this new Ordinance.

Section 6.75.090 is evacuation and fire concerns. How will the Fire Department handle the review of a license application? An engraved plastic material for each bedroom would be very expensive and complicated. If the Fire Department has to conduct a review and visit the home in order for a permit to be issued, most likely they will also charge a fee for their services.

6.75.010, Line 18 – Defines "Operator" and includes any person who owns, leases, or controls a short term residential rental unit. However, other sections refer to a licensee or principal of the licensee, or a licensed property manager (6.75.020 (B) and 6.75.040 (A) and (B). .

Submitted At Meeting

Date 8/18/14 Item 3
by Karen Sommer

6.75.050 – This section refers to the requirement that a property owned by someone out of state be managed by a property manager. It adds, "…the Director may impose such a requirement…the subject of repeated complaints of violations…" Does that imply that a property manager could handle the complaints and violations better than the owner? That is NOT the case at the problem property on Campbell Drive. The property manager of that property has consistently allowed loud parties and problems to occur at that property.

3. SERVICE TO TOURISTS AND VISITORS – providing a real home to visitors is a service that some visitors require, and a traditional hotel or extended stay hotel does not meet their needs.

6.75.100 – Maximum occupancies – Limiting rentals to homes with 5 bedrooms or less is missing a big piece of the market. The problem house on Campbell Drive has 5 bedrooms and has had many complaints filed against it. Have there been other complaints about larger houses? Most people who own the nicer, bigger houses do not rent to people who are going to have parties there and destroy their expensive homes! This ordinance eliminates exactly the type of large house that some people want to rent for a family reunion. The City will lose that market to other cities if they do not allow the rental of large homes.

I urge the City Council members to visit the website VRBO.com – Vacation Rentals by Owners. Look at all the listings in other cities to see what our competition is. There are listings for every city in the country. Read the comments on some of the listings for Las Vegas homes. You will see many positive comments from happy visitors. There are 621 listings today for Las Vegas. Here are just a few examples:

The Vacation Kingdom - 9 Bedrooms • 9 Bathrooms • Sleeps 28

Awesome

We found this property to be just as described - perfect for our short Vegas vacation. We've stayed in many vacation rentals before, and this one had everything we could even imagine needing. We loved the wonderful movie theater, the sparkling pool, and appreciated that the kitchen, bedrooms and bathrooms were supplied with all the amenities. Owner is very prompt to answer questions and requests. We'll definitely rent this property on a return visit and would recommend it to friends with no hesitation.
Stayed July 2014
Submitted July 30, 2014

The BEST vacation ever!!

This trip was our 15th wedding anniversary. The villa was wonderful. It was exactly as the web site said. We took our entire family and friends and everyone had a great time!!! The property was clean, peaceful and the owner was available to help for anything needed. The only suggestion I would make is to stay longer - as we definitely would have enjoyed that. I am already planning my next trip to this villa, this time we are talking our friends into renting it for 2 weeks. Thanks for sharing this amazing villa with us!!! **Stayed** May 2014

Fun in the Sun - 4 Bedroom / 2.5 Bathroom Sleeps 10

Perfect for families

We stayed here for my mom's 60th birthday party, and had a great time. Having 4 bedrooms was ideal. Would have been nice to have one extra shower but we managed. We had a problem with the pool pump and the owners sent somebody right away to fix it. This home is well equipped with everything you need, especially in the kitchen. This worked out great since we ate most of our meals at home over our vacation. Would highly recommend, and would definitely stay there again on our next trip to Vegas. A short 10 minutes to the airport and the strip. **Stayed** July 2014

The Stylish Vacation Condo - 2 Bedroom / 2 Bathroom Sleeps 4

simply awesome

I have been to Las Vegas many times and this is by far the best property I have ever rented. The property is exactly as described. The owner is polite and very attentive to your every needs and really want you to have the best vacation possible. I was also impressed with how clean and well maintained the condo is. I would recommend this property without any hesitation and I will rent it again. **Stayed** March 2014

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2014-52 - For Possible Action - Amends the City's nuisance regulations to include unruly gatherings as a public nuisance. Sponsored by: Councilwoman Lois Tarkanian [NOTE: This item will be heard for adoption at the 10/1/2014 City Council Meeting]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill, intended to complement the proposed licensing and zoning regulations pertaining to short-term residential rentals, would amend the City's nuisance regulations to include unruly gatherings on residential property as a public nuisance. The term "unruly gathering" is defined to include gatherings of 8 or more persons for a social occasion where certain types of activities create a threat or disturbance. The proposal would authorize the use of civil nuisance tools in addition to or as an alternative to criminal proceedings.

RECOMMENDATION:
ADOPTION at the 9/3/2014 City Council Meeting pursuant to the 8/18/2014 Recommending Committee Meeting

First Reading – 8/6/2014; First Publication 8/21/2014

BACKUP DOCUMENTATION:
Bill No. 2014-52

BILL NO. 2014-52

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CITY'S NUISANCE REGULATIONS TO INCLUDE UNRULY GATHERINGS ON RESIDENTIAL PROPERTY AS A PUBLIC NUISANCE, DEFINE THE TERM "UNRULY GATHERING" FOR THAT PURPOSE, AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Lois Tarkanian

Summary: Amends the City's nuisance regulations to include unruly gatherings on residential property as a public nuisance.

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

SECTION 1: Title 9, Chapter 4, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 15, reading as follows:

9.04.015: (A) It is unlawful and a public nuisance for a person to create (or permit to exist) upon residential property an unruly gathering. For purposes of this Section, an "unruly gathering" is a gathering of eight or more persons for a party or other social occasion that is characterized by conduct which presents a threat to the public health, safety, general welfare, or which disturbs the quiet enjoyment of residential property within the vicinity. Such conduct includes without limitation any of the following, or a combination thereof:

(1) Traffic to or from the property, or the parking of vehicles in the neighborhood, to an extent or of a character that represents an undue burden on the neighborhood;

(2) The obstruction of public rights-of-way by vehicles or persons;

(3) The intoxication of persons within public rights-of-way;

(4) The service of alcoholic beverages to minors, or the possession or consumption thereof by minors;

(5) The illegal possession or consumption of controlled substances;

(6) Violence or other disturbances of the peace;

(7) Noise disturbances in violation of LVMC Chapter 9.16;

(8) Vandalism;

(9) Litter upon public rights-of-way; or

(10) Urinating or defecating in areas visible to the public.

(B) In addition to any nuisance remedy available under this Chapter that can be made applicable, the City or an authorized official may take appropriate action to disband an unruly gathering described in Subsection (A). As an alternative to a criminal prosecution, the City or an authorized official may issue a Notice of Violation and proceed in accordance with the provisions of LVMC 6.02.400 to 6.02.460, inclusive.

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

SECTION 3: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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SECTION 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 _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-28-14
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2014, 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.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2014-55 - For Possible Action - Amends Ordinance No. 5697 (as previously amended by Ordinance No. 5778) creating Special Improvement District No. 607 (Providence). Proposed by: David N. Bowers, Director of Public Works

Fiscal Impact

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

PURPOSE/BACKGROUND:
Ordinance No. 5697, adopted on May 19, 2004, as previously amended by Ordinance No. 5778, adopted on July 6, 2005, provided for the acquisition, construction, and installation of street, storm sewer, sanitary sewer, and water projects in the District. This amendment adds property, adjusts the district boundary and re-apportions affected property assessments.

RECOMMENDATION:
ADOPTION at 9/17/2014 City Council Meeting pursuant to the 9/2/2014 Recommending Committee Meeting.

First Reading – 8/20/2014; First Publication – 9/4/2014

BACKUP DOCUMENTATION:
Bill No. 2014-55

Summary An ordinance amending Ordinance No. 5697 (as previously amended by Ordinance No. 5778) relating to the City of Las Vegas, Nevada, Special Improvement District No. 607 (Providence), ratifying action taken by City officers towards such amendment, providing other matters related thereto and providing an effective date.

BILL NO. 2014-55

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 5697 (AS PREVIOUSLY AMENDED BY ORDINANCE NO. 5778) CREATING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 607 (PROVIDENCE); RATIFYING ACTION TAKEN BY CITY OFFICERS TOWARDS SUCH AMENDMENT; AND PROVIDING OTHER MATTERS RELATED THERETO.

WHEREAS, the City Council (the "Council") of the City of Las Vegas, Nevada (the "City") adopted Ordinance No. 5697 on May 19, 2004, as amended by Ordinance No. 5778 adopted on July 6, 2005 (together the "Creation Ordinance"), creating the City of Las Vegas, Nevada, Special Improvement District No. 607 (Providence) (the "District") for the purpose of acquiring and improving a street project, storm sewer project, sanitary sewer project and water project (collectively, the "Project") and to defray the entire cost and expense of the Project by special assessments, according to benefits levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, certain parcels of land which are currently outside the boundaries of the District (the "Additional Properties") are proposed to be included in the District and subject to assessments levied within the District to finance the costs of the Project; and

WHEREAS, the owners of the Additional Properties have executed written consents to the inclusion of the Additional Properties in the District and the proposed assessments against the Additional Properties; and

WHEREAS, Section 6(b) of Ordinance No. 5698 adopted by the Council on May 19, 2004 (the "Assessment Ordinance") provides:

"(b) The City may also reapportion assessments on tracts (whether currently within the District or later added to the District) with the consent of property owners whose

assessment will be increased thereby pursuant to NRS 271.425(3) or NRS 271.710(2) if the Council finds that the proposed action will not:

(i) materially or adversely impair the obligation of the City with respect to the Bonds; or

(ii) increase the principal balance of any assessment to an amount such that the aggregate amount which is assessed against a tract exceeds the minimum benefit to the tract that is estimated to result from the project which is financed by the assessment."; and

WHEREAS, Nevada Revised Statutes ("NRS") 271.425(3) provides:

"Except to the extent limited in an ordinance that authorizes or otherwise pertains to the issuance of bonds for an improvement district, the governing body may reapportion assessments which have been levied pursuant to this chapter or apportioned pursuant to this section with the unanimous written consent of all the owners of property whose assessments will be increased by the reapportionment. The governing body is not required to obtain the consent of an owner of property whose assessment will not be affected or will be decreased by the reapportionment."; and

WHEREAS, NRS 271.710(2)(a) provides:

"The governing body may amend the ordinance creating the district, change the assessment roll and redistribute the assessments required by NRS 271.390 in the same manner in which these actions were originally taken to add additional property to the district. The assessments may be redistributed between the assessable property originally in the district and the additional assessable property if:

(1) The owners of additional assessable property also consent in writing to inclusion of their property in the district and to the amount of the assessment against their property; and

(2) The redistribution of the assessments is not prohibited by any covenants made for the benefit of the owners of any bonds or interim warrants issued for the district."; and

WHEREAS, in Section 42 of Ordinance 6247 adopted by the Council on April 17, 2013 (the "Bond Ordinance"), the City covenants that it will not reapportion the assessments within the District pursuant to Section 6(b) of the Assessment Ordinance unless it makes the findings required by clause (i) and clause (ii) of such section; and

WHEREAS, in Section 42 of the Bond Ordinance, the City further covenants that it will not make the finding described in clause (i) of Section 6(b) of the Assessment Ordinance unless it first obtains a written report of a Qualified Engineer (as defined in the Bond Ordinance) certifying that the Value-to-Lien Ratio (as defined in the Bond Ordinance) (including in the calculation thereof any increase in the assessment on any parcel as a result of such combination or reapportionment) for each parcel of the property, if any, on which assessments are increased as a result of such reapportionment is at least 3 to 1; and

WHEREAS, the City further covenants in Section 42 of the Bond Ordinance that it will not make the finding described in clause (ii) of Section 6(b) of the Assessment Ordinance unless it first obtains a written report of a Qualified Engineer (as defined in the Bond Ordinance) stating that the proposed combination or reapportionment of assessments will not increase the principal balance of any assessment to an amount such that the aggregate amount which is assessed against a tract exceeds the minimum benefit to the tract that is estimated to result from the project which is financed by the assessment; and

WHEREAS, the Council has received a written report of a Qualified Engineer meeting the requirements of the Bond Ordinance and such report is on file with the City Clerk of the City; and

WHEREAS, a revised final assessment roll for the District (the "Revised Assessment Roll") has been presented to the Council and is on file with the City Clerk of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS, IN THE STATE OF NEVADA, DOES ORDAIN:

Section 1. In accordance with Section 6(b) of the Assessment Ordinance and Section 42 of the Bond Ordinance, the Council has determined and does hereby determine that the proposed inclusion of the Additional Properties in the District and reapportionment of assessments levied against property in the District does not materially or adversely impair the obligation of the City with respect to the Bonds (as defined in the Bond Ordinance) or increase the principal balance of any assessment to an amount such that the aggregate amount which is assessed against a tract exceeds the minimum benefit to the tract that is estimated to result from the project which is financed by the assessment. The City Council has determined and does hereby determine that the Value-to-Lien Ratio (as defined in the Bond Ordinance), including the

calculation thereof any increase in the assessment on any parcel as a result of inclusion of the Additional Properties in the District on which assessments are increased as a result of the such inclusion is at least 3 to 1.

Pursuant to Section 42 of the Bond Ordinance, the Council's determination that the apportionment is in accordance with the provisions of the Bond Ordinance shall be conclusive and binding upon the owners of the property and the owners of the Bonds.

Section 2. The Revised Assessment Roll is hereby approved.

Section 3. Section 4 of the Creation Ordinance is hereby amended to read as follows (omitted language in brackets and new matter underscored pursuant to Section 2.100(3) of the City Charter of the City):

[LEGAL DESCRIPTION
PROVIDENCE
S.I.D. NO. 607
ASSESSABLE PROPERTY

THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTHWESTERLY OF GRAND TETON DRIVE AND HUALAPAI WAY FOR SPECIAL IMPROVEMENT DISTRICT DESCRIPTION PURPOSES.

LEGAL DESCRIPTION
CLIFFS EDGE
SPECIAL IMPROVEMENT DISTRICT

BEING PORTIONS OF SECTION 13 AND PORTIONS OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 13, SAME BEING THE CENTERLINE INTERSECTION OF GRAND TETON DRIVE AND PULI ROAD; THENCE NORTH 87°50'15" EAST, ALONG THE NORTH LINE OF SAID SECTION 13, COINCIDENT WITH THE CENTERLINE OF SAID GRAND TETON DRIVE, 2749.63 FEET; THENCE NORTH 87°49'54" EAST, CONTINUING ALONG SAID NORTH LINE AND ALONG SAID CENTERLINE, 2063.72 FEET; THENCE SOUTH 00°20'43" EAST, DEPARTING SAID NORTH LINE AND SAID CENTERLINE, 668.87 FEET; THENCE NORTH 87°58'52" EAST, 686.70 FEET TO THE EAST LINE OF SAID SECTION 13, SAME BEING THE CENTERLINE OF HUALAPAI WAY; THENCE SOUTH 00°14'47" EAST, ALONG SAID EAST LINE AND ALONG SAID CENTERLINE, 1006.02 FEET; THENCE SOUTH 88°11'24" WEST, DEPARTING SAID EAST LINE AND SAID CENTERLINE, 684.89 FEET; THENCE SOUTH 00°20'43" EAST, 334.60 FEET; THENCE NORTH 88°14'56" EAST, 342.15 FEET; THENCE SOUTH 00°17'45" EAST, 669.92 FEET; THENCE NORTH 88°22'02" EAST, 341.55 FEET TO THE EAST LINE OF SAID SECTION 13, SAME

BEING THE CENTERLINE OF HUALAPAI WAY; THENCE SOUTH 00°19'04" EAST, ALONG SAID EAST LINE AND ALONG SAID CENTERLINE, 2674.27 FEET TO THE NORTHEAST CORNER OF SECTION 24, SAID TOWNSHIP AND RANGE; THENCE SOUTH 00°08'16" WEST, ALONG THE EAST LINE OF SAID SECTION 24 AND ALONG SAID CENTERLINE, 2010.01 FEET; THENCE DEPARTING SAID EAST LINE AND SAID CENTERLINE, ALONG THE FOLLOWING NINETEEN (19) COURSES: (1) SOUTH 88°49'24" WEST, 340.19 FEET; (2) SOUTH 00°08'25" WEST, 669.93 FEET; (3) SOUTH 88°50'11" WEST, 340.21 FEET; (4) NORTH 00°08'34" EAST, 1339.70 FEET; (5) SOUTH 88°48'37" WEST, 680.32 FEET; (6) SOUTH 00°08'51" WEST, 1339.39 FEET; (7) SOUTH 88°50'46" WEST, 339.29 FEET; (8) SOUTH 00°08'10" WEST, 669.16 FEET; (9) SOUTH 88°53'13" WEST, 677.99 FEET; (10) NORTH 00°05'14" EAST, 668.66 FEET; (11) NORTH 00°05'44" EAST, 669.37 FEET; (12) SOUTH 88°49'41" WEST, 339.49 FEET; (13) SOUTH 88°51'15" WEST, 681.95 FEET; (14) NORTH 00°08'09" EAST, 668.77 FEET; (15) SOUTH 88°48'43" WEST, 681.28 FEET; (16) SOUTH 00°11'38" WEST, 1336.56 FEET; (17) SOUTH 00°11'10" EAST, 1335.91 FEET; (18) NORTH 88°55'50" EAST, 339.85 FEET; (19) SOUTH 00°07'16" EAST, 1336.70 FEET TO THE SOUTH LINE OF SAID SECTION 24, SAME BEING THE CENTERLINE OF CENTENNIAL PARKWAY; THENCE SOUTH 89°00'28" WEST, ALONG SAID SOUTH LINE AND ALONG SAID CENTERLINE, 1691.81 FEET TO THE WEST LINE OF SAID SECTION 24, SAME BEING THE CENTERLINE OF PULI ROAD; THENCE NORTH 00°27'06" WEST ALONG SAID WEST LINE AND ALONG SAID CENTERLINE, 2668.61 FEET; THENCE NORTH 00°19'26" EAST, CONTINUING ALONG SAID WEST LINE AND ALONG SAID CENTERLINE, 2670.69 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTH 00°55'58" WEST, ALONG THE WEST LINE OF SAID SECTION 13, AND ALONG THE CENTERLINE OF SAID PULI ROAD, 2635.04 FEET; THENCE NORTH 00°54'05" WEST, CONTINUING ALONG SAID WEST LINE AND ALONG SAID CENTERLINE, 2632.30 FEET TO THE **POINT OF BEGINNING,** AS SHOWN ON THE EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 1021.63 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

EXCEPTING THEREFROM THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 13, SAID TOWNSHIP AND RANGE;

CONTAINING 20.70 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

FURTHER EXCEPTING THEREFROM THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW1/4) AND THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 13, SAID TOWNSHIP AND RANGE;

CONTAINING 62.44 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

CONTAINING A TOTAL AREA OF 938.49 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:
NORTH 87°50'15" EAST, BEING THE BEARING OF THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 124 OF SURVEYS, PAGE 94.]

LEGAL DESCRIPTION
PROVIDENCE
S.I.D. NO. 607
ASSESSABLE PROPERTY

EXPLANATION

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTHWESTERLY OF GRAND TETON DRIVE AND HUALAPAI WAY FOR SPECIAL IMPROVEMENT DISTRICT DESCRIPTION PURPOSES.

LEGAL DESCRIPTION

BEING PORTIONS OF SECTION 13 AND PORTIONS OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 13, SAME BEING THE CENTERLINE INTERSECTION OF GRAND TETON DRIVE AND PULI ROAD; THENCE NORTH 87°50'15" EAST, ALONG THE NORTH LINE OF SAID SECTION 13, COINCIDENT WITH SAID CENTERLINE OF GRAND TETON DRIVE, 2749.63 FEET; THENCE NORTH 87°49'54" EAST, CONTINUING ALONG SAID NORTH LINE AND SAID CENTERLINE, 2063.72 FEET; THENCE SOUTH 00°20'43" EAST, DEPARTING SAID NORTH LINE AND SAID CENTERLINE, 668.87 FEET; THENCE NORTH 87°58'52" EAST, 686.70 FEET TO THE EAST LINE OF SAID SECTION 13, SAME BEING THE CENTERLINE OF HUALAPI WAY; THENCE SOUTH 00°14'47" EAST ALONG SAID EAST LINE AND ALONG SAID CENTERLINE, 1006.02 FEET; THENCE SOUTH 88°11'24" WEST, DEPARTING SAID EAST LINE AND SAID CENTERLINE, 684.89 FEET; THENCE SOUTH 00°20'43" EAST, 334.60 FEET; THENCE NORTH 88°14'56" EAST, 342.15 FEET; THENCE SOUTH 00°17'45" EAST, 669.92 FEET; THENCE NORTH 88°22'02" EAST, 341.55 FEET TO THE EAST LINE OF SAID SECTION 13, SAME BEING THE CENTERLINE OF HUALAPAI WAY; THENCE SOUTH 00°19'04" EAST ALONG SAID EAST LINE AND ALONG SAID CENTERLINE, 2674.27 FEET TO THE NORTHEAST CORNER OF SAID SECTION 24, SAID TOWNSHIP AND RANGE; THENCE SOUTH 00°08'16" WEST, ALONG THE EAST LINE OF SAID SECTION 24 AND ALONG SAID CENTERLINE, 2010.01 FEET; THENCE DEPARTING SAID EAST LINE

AND SAID CENTERLINE, ALONG THE FOLLOWING TWENTY-ONE (21) COURSES: (1) SOUTH 88°49'24" WEST, 340.19 FEET; (2) SOUTH 00°08'25" WEST, 669.93 FEET; (3) SOUTH 88°50'11" WEST, 340.21 FEET; (4) NORTH 00°08'34" EAST, 1339.70 FEET; (5) SOUTH 88°48'37" WEST, 680.32 FEET; (6) SOUTH 00°08'51" WEST, 1339.39 FEET; (7) SOUTH 88°50'46" WEST, 339.29 FEET; (8) SOUTH 00°08'10" WEST, 669.16 FEET; (9) SOUTH 88°53'13" WEST, 677.99 FEET; (10) NORTH 00°05'14" EAST, 668.66 FEET; (11) NORTH 00°05'44" EAST, 669.37 FEET; (12) SOUTH 88°49'41" WEST, 339.49 FEET; (13) SOUTH 88°51'15" WEST, 681.95 FEET; (14) NORTH 00°08'09" EAST, 668.77 FEET; (15) SOUTH 88°48'43" WEST, 681.28 FEET; (16) SOUTH 00°11'38" WEST, 1336.56 FEET; (17) SOUTH 00°11'10" EAST, 1335.91 FEET; (18) NORTH 88°55'50" EAST, 679.71 FEET; (19) SOUTH 00°03'23" EAST, 668.59 FEET; (20) SOUTH 88°58'09" WEST, 339.09 FEET; (21) SOUTH 00°07'16" EAST, 668.35 FEET TO THE SOUTH LINE OF SAID SECTION 24, SAME BEING THE CENTERLINE OF CENTENNIAL PARKWAY; THENCE SOUTH 89°00'28" WEST, ALONG SAID SOUTH LINE AND ALONG SAID CENTERLINE, 1691.81 FEET TO THE WEST LINE OF SAID SECTION 24, SAME BEING THE CENTERLINE OF PULI ROAD; THENCE NORTH 00°27'06" WEST, ALONG SAID WEST LINE AND ALONG SAID CENTERLINE, 2668.61 FEET; THENCE NORTH 00°19'26" EAST, CONTINUING ALONG SAID WEST LINE AND ALONG SAID CENTERLINE, 2670.69 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTH 00°55'58" WEST, ALONG THE WEST LINE OF SAID SECTION 13 AND ALONG THE CENTERLINE OF SAID PULI ROAD, 2635.04 FEET; THENCE NORTH 00°54'05" WEST, CONTINUING ALONG SAID WEST LINE AND ALONG SAID CENTERLINE, 2632.30 FEET TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 1,026.84 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

EXCEPTING THEREFROM THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 13, SAID TOWNSHIP AND RANGE;

CONTAINING 20.70 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

FURTHER EXCEPTING THEREFROM THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) AND THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 13, SAID TOWNSHIP AND RANGE;

CONTAINING 62.44 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

CONTAINING A TOTAL AREA OF 943.70 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS
NORTH 87°50'15" EAST, BEING THE BEARING OF THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 124 OF SURVEYS, PAGE 94.

LEGAL DESCRIPTION
NON-ASSESSABLE PARCELS

KYLE CANYON OUTFALL (PROJECT 1.1)

BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 14 AND A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 11, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 14, SAID TOWNSHIP AND RANGE, SAME BEING THE CENTERLINE INTERSECTION OF PULI ROAD AND GRAND TETON DRIVE; THENCE SOUTH 89°08'54" WEST, 57.85 FEET; THENCE SOUTH 28°43'52" WEST, 2026.30 FEET; THENCE SOUTH 02°30'14" WEST, 311.87 FEET; THENCE NORTH 89°22'31" WEST, 242.93 FEET; THENCE NORTH 00°00'00" EAST, 322.76 FEET; THENCE NORTH 90°00'00" EAST, 93.06 FEET; THENCE NORTH 28°43'52" EAST, 2007.59 FEET; THENCE SOUTH 89°08'54" WEST, 19.65 FEET; THENCE NORTH 00°42'00" WEST, 250.92 FEET; THENCE NORTH 89°35'30" EAST, 257.65 FEET; THENCE SOUTH 01°03'45" WEST, 249.06 FEET TO **THE POINT OF BEGINNING,** AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 10.24 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

L.V.V.W.D. RESERVOIR SITE (PROJECTS 1.3, 2.5, 2.6, 3.7, 4.4, 4.7, 4.12, 4.13, 4.14, 4.16, 4.17)

BEING THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 20.70 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

SEVERANCE LANE OFF-SITE SEWER ALIGNMENT (PROJECT 2.1)

BEING THE SOUTH 20.00 FEET OF THE NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

CONTAINING 1.22 ACRES (53,261 SQUARE FEET), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

ELKHORN ROAD OFF-SITE SEWER ALIGNMENT (PROJECT 2.2)

BEING THE NORTH 20.00 FEET OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

CONTAINING 1.83 ACRES (79,883 SQUARE FEET), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

DEER SPRINGS WAY OFF-SITE SEWER ALIGNMENT (PROJECT 2.3)

BEING THE SOUTH 20.00 FEET OF THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

THE SOUTH 20.00 FEET OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 19, SAID TOWNSHIP AND RANGE.

THE NORTH 20.00 FEET OF THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 19, SAID TOWNSHIP AND RANGE.

THE NORTH 20.00 FEET OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 19, SAID TOWNSHIP AND RANGE.

THE NORTH 20.00 FEET OF THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 19, SAID TOWNSHIP AND RANGE.

CONTAINING 2.14 ACRES (93,121 SQUARE FEET), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

CENTENNIAL PARKWAY OFF-SITE SEWER ALIGNMENT (PROJECT 2.4)

BEING PORTIONS OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 59 EAST, AND PORTIONS OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE NORTH 20.00 FEET OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 25, SAID TOWNSHIP AND RANGE;

THE NORTH 20.00 FEET OF THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, SAID TOWNSHIP AND RANGE;

THE WEST 20.00 FEET OF THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25 SAID TOWNSHIP AND RANGE;

THE WEST 20.00 FEET OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4), OF SECTION 25, SAID TOWNSHIP AND RANGE;

THE NORTH 20.00 FEET OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID TOWNSHIP AND RANGE;

THE NORTH 20.00 FEET AND THE EAST 20.00 FEET OF THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, SAID TOWNSHIP AND RANGE;

THE NORTH 20.00 FEET OF THE EAST 20.00 FEET OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 25, SAID TOWNSHIP AND RANGE;

THE NORTH 20.00 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 30, SAID TOWNSHIP AND RANGE;

THE NORTH 20.00 FEET OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 30, SAID TOWNSHIP AND RANGE, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING A TOTAL AREA OF 5.23 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

PROJECT 2.5

BEING A PORTION OF THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST SIXTEENTH CORNER COMMON TO SECTION 24 AND SECTION 25, SAID TOWNSHIP AND RANGE; THENCE NORTH 89°00'28" EAST, ALONG THE SOUTH LINE OF SAID SOUTH HALF (S 1/2), A DISTANCE OF 308.25

FEET; THENCE NORTH 00°59'32" WEST, DEPARTING SAID SOUTH LINE, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 3205.00 FEET, SAME BEING THE POINT OF BEGINNING, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 65°16'28" WEST;

THENCE NORTHEASTERLY, 733.09 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°06'20"; THENCE NORTH 88°58'09" EAST, 38.65 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 3175.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 51°43'53" WEST; THENCE SOUTHWESTERLY, 736.01 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°16'55"; THENCE SOUTH 89°00'28" WEST, 33.33 FEET TO **THE POINT OF BEGINNING,** AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 22,036 SQUARE FEET (0.51 ACRES), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

PROJECT 2.6

BEING A PORTION OF THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID WEST HALF (W 1/2); THENCE NORTH 88°50'11" EAST, ALONG THE NORTH LINE OF SAID WEST HALF (W 1/2), A DISTANCE OF 680.41 FEET; THENCE SOUTH 00°11'31" WEST, DEPARTING SAID NORTH LINE, 20.01 FEET; THENCE SOUTH 88°50'11" WEST, 630.39 FEET; THENCE SOUTH 00°09'39" WEST, 793.78 FEET; THENCE SOUTH 71°11'39" WEST, 52.87 FEET; THENCE NORTH 00°09'39" EAST, 829.81 FEET TO **THE POINT OF BEGINNING,** AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 53,698 SQUARE FEET (1.23 ACRES), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

PROJECT 2.6

BEING A PORTION OF THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID WEST HALF (W 1/2); THENCE NORTH 88°50'46" EAST, ALONG THE NORTH LINE OF SAID WEST HALF (W 1/2), A DISTANCE OF 339.29 FEET; THENCE SOUTH 00°05'14" WEST, DEPARTING SAID NORTH LINE, 668.66 FEET; THENCE SOUTH 32°25'37" EAST, 484.87 FEET TO THE

BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 3175.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 23°27'37" WEST; THENCE SOUTHWESTERLY, 101.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°49'22"; THENCE NORTH 32°25'37" WEST, 499.88 FEET; THENCE NORTH 00°05'14" EAST, 645.65 FEET; THENCE SOUTH 88°50'46" WEST, 238.89 FEET; THENCE NORTH 00°20'25" WEST, 50.01 FEET TO **THE POINT OF BEGINNING,** AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 2.97 ACRES (129,380 SQUARE FEET), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

PROJECTS 2.6, 2.7, 3.2, 3.7, 4.5, 4.6, 4.16

BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE NORTH 88°48'43" EAST, ALONG THE NORTH LINE SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 681.28 FEET; THENCE SOUTH 00°08'09" WEST, DEPARTING SAID NORTH LINE, 668.77 FEET; THENCE NORTH 88°51'15" EAST, 681.95 FEET; THENCE SOUTH 00°04'41" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 669.26 FEET; THENCE SOUTH 88°53'47" WEST, DEPARTING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 1365.23; THENCE NORTH 00°11'38" EAST, DEPARTING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 1336.56 FEET TO **THE POINT OF BEGINNING;**

CONTAINING 31.40 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE NORTH 88°48'43" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), 89.83 FEET; THENCE SOUTH 01°11'17" EAST, DEPARTING SAID NORTH LINE, 70.00 FEET TO **THE POINT OF BEGINNING;**

THENCE NORTH 88°48'43" EAST, 527.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 44.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 38°12'45" EAST; THENCE SOUTHEASTERLY, 39.87 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°55'24"; THENCE SOUTH 00°08'09" WEST, 474.56 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHWESTERLY, 29.30 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE

OF 19°45'00" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 85.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 70°06'51" WEST; THENCE SOUTHEASTERLY, 194.02 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 130°46'54" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 85.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 20°53'45" WEST; THENCE NORTHEASTERLY, 29.30 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°45'00"; THENCE NORTH 88°51'15" EAST, 532.53 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHEASTERLY, 23.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°13'26"; THENCE SOUTH 00°04'41" WEST, 549.18 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY, 23.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°49'06"; THENCE SOUTH 88°53'47" WEST, 1223.97 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 44.00 FEET; THENCE NORTHWESTERLY, 39.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°43'24"; THENCE NORTH 00°01'10" EAST, 1156.12 FEET TO THEN BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 90.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 22°51'58" EAST; THENCE NORTHEASTERLY, 71.37 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°26'12" TO **THE POINT OF BEGINNING,** AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 25.62 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

CONTAINING A TOTAL AREA OF 5.78 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

PROJECTS 2.6, 3.2

BEING A PORTION OF THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID WEST HALF (W 1/2); THENCE NORTH 00°08'51" EAST, ALONG THE WEST LINE OF SAID WEST HALF (W 1/2), A DISTANCE OF 1339.39 FEET; THENCE NORTH 88°48'37" EAST, DEPARTING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID WEST HALF (W 1/2), 680.32 FEET; THENCE SOUTH 00°08'34" WEST, DEPARTING SAID NORTH LINE, 65.02 FEET; THENCE SOUTH 88°48'37" WEST, 559.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 90.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 71°43'06" EAST; THENCE SOUTHWESTERLY, 97.82 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE

OF 62°16'19"; THENCE SOUTH 00°08'51" WEST, 1195.31 FEET; THENCE NORTH 88°50'11" EAST, 630.41 FEET; THENCE SOUTH 00°08'34" WEST, ALONG THE EAST LINE OF SAID WEST HALF (W 1/2), A DISTANCE OF 20.01 FEET; THENCE SOUTH 88°50'11" WEST, DEPARTING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID WEST HALF (W 1/2), A DISTANCE OF 680.43 FEET TO **THE POINT OF BEGINNING,** AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 2.83 ACRES (123,449 SQUARE FEET), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

PROJECTS 2.6, 3.7, 4.6, 4.16

BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER (NE 1/4); THENCE NORTH 00°11'10" WEST, ALONG THE WEST LINE SAID NORTHEAST QUARTER (NE 1/4), A DISTANCE OF 1335.91 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4); THENCE NORTH 88°53'47" EAST, DEPARTING SAID WEST LINE AND ALONG SAID NORTH LINE, 1365.23 FEET; THENCE SOUTH 00°20'25" EAST, DEPARTING SAID NORTH LINE, 50.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 85.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 20°51'09" EAST; THENCE WESTERLY, 58.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°29'55" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 85.00 FEET, A RADIAL LINE OT SAID BEGINNING BEARS NORTH 18°38'46" EAST; THENCE WESTERLY, 29.30 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°45'00"; THENCE SOUTH 88°53'47" WEST, 1199.40 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 44.00 FEET; THENCE WESTERLY, 38.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°28'35"; THENCE SOUTH 00°01'10" WEST, 1225.59 FEET; THENCE NORTH 88°55'50" EAST, 687.71 FEET;

THENCE SOUTH 00°03'23" EAST, 50.01 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE 1/4); THENCE SOUTH 88°55'50" WEST, ALONG SAID SOUTH LINE, 729.71 TO **THE POINT OF BEGINNING,** AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 3.53 ACRES (153,627 SQUARE FEET), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

PROJECTS 2.6, 3.9

BEING THE NORTH 20.00 FEET AND THE EAST 80.00 FEET OF THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 58,832 SQUARE FEET (1.35 ACRES), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

PROJECTS 2.7, 2.9, 2.10, 3.9

BEING THE WEST 50.00 FEET OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA;

THE WEST 50.00 FEET OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 19, SAID TOWNSHIP AND RANGE;

AND THE WEST 50.00 FEET OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 19, SAID TOWNSHIP AND RANGE;

CONTAINING 9.99 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

PROJECTS 2.9, 3.4, 4.10

BEING A PORTION OF THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 13, SAID TOWNSHIP AND RANGE; THENCE SOUTH 00°32'25" EAST, ALONG THE EAST LINE OF SAID EAST HALF (E 1/2), A DISTANCE OF 80.02 FEET; THENCE SOUTH 88°20'44" WEST, DEPARTING SAID EAST LINE, 634.00 FEET; THENCE SOUTH 00°38'46" EAST, 1179.38 FEET; THENCE NORTH 88°31'50" EAST, 630.79 FEET; THENCE NORTH 88°34'47" EAST, 1.00 FEET; THENCE SOUTH 00°32'25" EAST, ALONG THE EAST LINE AND SAID EAST HALF (E 1/2), A DISTANCE OF 65.01 FEET; THENCE SOUTH 88°31'50" WEST, DEPARTING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID EAST HALF (E 1/2), A DISTANCE OF 681.67 FEET; THENCE NORTH 00°38'46" WEST, DEPARTING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID EAST HALF (E 1/2), A DISTANCE OF 1324.23 FEET; THENCE NORTH 88°20'44" EAST, DEPARTING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID EAST HALF (E 1/2), A DISTANCE OF 684.16 FEET TO **THE POINT OF BEGINNING,** AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 3.63 ACRES (158,004 SQUARE FEET), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

PROJECTS 2.9, 3.4, 3.8, 4.1, 4.10, 4.16

BEING A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW 1/4); THENCE NORTH 88°21'18" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4), A DISTANCE OF 1366.89 FEET; THENCE SOUTH 00°26'16" EAST, DEPARTING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW 1/4), 1331.88 FEET; THENCE SOUTH 88°34'47" WEST, DEPARTING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW 1/4), A DISTANCE OF 1364.42 FEET; THENCE NORTH 00°32'25" WEST, DEPARTING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW 1/4), A DISTANCE OF 65.01 FEET; THENCE NORTH 88°34'47" EAST, DEPARTING SAID WEST LINE, 1294.52 FEET; THENCE NORTH 00°26'16" WEST, 1142.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 90.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 19°02'00" WEST; THENCE NORTHWESTERLY, 67.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°56'02"; THENCE SOUTH 88°21'18" WEST, 1245.40 FEET; THENCE SOUTH 88°20'44" WEST, 1.56 FEET; THENCE NORTH 00°32'25" WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW 1/4), A DISTANCE OF 80.02 FEET TO **THE POINT OF BEGINNING,** AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 6.48 ACRES (282,483 SQUARE FEET), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

PROJECTS 2.10, 3.5, 4.2, 4.9

BEING THE SOUTH 120.00 FEET OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 14.54 ACRES, NOMINAL, BASED UPON A STANDARD SECTION.

PROJECT 3.1

BEING THE NORTH 50.00 FEET OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4), AND THE NORTH 50.00 FEET OF THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA,

AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 1.59 ACRES, NOMINAL, BASED UPON A STANDARD SECTION.

PROJECTS 3.6, 4.17

BEING THE EAST 120.00 FEET OF SECTION 14, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 14.54 ACRES, NOMINAL, BASED UPON A STANDARD SECTION.

PROJECTS 3.6, 4.8, 4.17

BEING THE EAST 120.00 FEET OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 14.54 ACRES, NOMINAL, BASED UPON A STANDARD SECTION.

PROJECT 4.11

BEING PORTIONS OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 50.00 FEET OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4);

THE SOUTH 50.00 FEET OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); AND

THE SOUTH 50.00 FEET OF THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 67,668 SQUARE FEET (1.55 ACRES), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

PROJECT 4.15

BEING THE SOUTH 50.00 FEET OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA;

EXCEPTING THEREFROM THE EAST 120.00 FEET THEREOF;

THE SOUTH 50.00 FEET OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 18, SAID TOWNSHIP AND RANGE;

AND THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 18, SAID TOWNSHIP AND RANGE.

CONTAINING 14.53 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS."

Section 4. All actions, proceedings, matters and things heretofore taken, had and done by the Council and the officers of the City (not inconsistent with the provisions of this Ordinance), concerning the District, including but not limited to the performing of all prerequisites to the creation of the District, the acquisition and improvement of the Project, the determination of the specially benefited property therein, and the levy of assessments for that purpose be, and the same hereby are, ratified, approved and confirmed.

Section 5. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance.

Section 6. Except as specifically amended hereby, the provisions of the Creation Ordinance remain in full force and effect and are hereby ratified, approved and confirmed.

Section 7. When first proposed, this Ordinance must be read to the Council by title, 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 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 AMENDING ORDINANCE NO. 5697 (AS PREVIOUSLY AMENDED BY ORDINANCE NO. 5778) CREATING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 607 (PROVIDENCE); RATIFYING ACTION TAKEN BY CITY OFFICERS TOWARDS SUCH AMENDMENT; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN 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 S. Main St., Las Vegas, Nevada, and that such Ordinance was proposed August 20, 2014, and will be considered for adoption at a regular meeting of the City Council of the City of Las Vegas held on September 17, 2014.

/s/ Beverly K. Bridges, MMC
City Clerk

(End of Form of Publication of Notice of Deposit of An Ordinance)

Section 8. 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 Council members voting for or against its passage, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having a general circulation in the City, such publication to be in substantially the following form:

(Form of Publication)

ORDINANCE NO. ____

AN ORDINANCE AMENDING ORDINANCE NO. 5697 (AS PREVIOUSLY AMENDED BY ORDINANCE NO. 5778) CREATING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 607 (PROVIDENCE); RATIFYING ACTION TAKEN BY CITY OFFICERS TOWARDS SUCH AMENDMENT; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that such Ordinance was proposed on August 20, 2014, and was passed at the meeting held on September 17, 2014, by the following vote of the City Council:

Those Voting Aye:

Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers

Those Voting Nay: _____

Those Absent: _____

This Ordinance shall be in full force and effect from and after the __ day of September, 2014, 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 September 17, 2014.

/s/ CAROLYN G. GOODMAN
Mayor

Attest:

/s/ BEVERLY K. BRIDGES, MMC
City Clerk

(End of Form of Publication)

Section 9. If any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

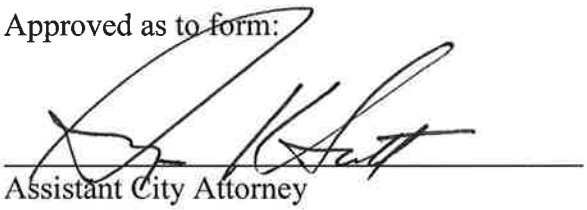
_____
CAROLYN G. GOODMAN, Mayor

(SEAL)

Attest:

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Approved as to form:



Assistant City Attorney

This Ordinance shall be in full force and effect from and after September __, 2014, i.e., the day after the publication of such ordinance by its title.

STATE OF NEVADA)
)
COUNTY OF CLARK :ss
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, the duly chosen, qualified and acting 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 at the meeting of the Council on August 20, 2014, and finally adopted and approved on September 17, 2014.

2. The following members of the Council were present at the August 20, 2014 Council meeting:

Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers
Those Absent:	_____
	_____

3. The foregoing Ordinance was first proposed and read by title to the City Council on August 20, 2014, and referred to a committee composed of _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on September 17, 2014, which was a regular meeting of said Council; that at 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 September 17, 2014 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:

Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers

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 the City Clerk, 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 August 20, 2014, and September 17, 2014. Pursuant to Nevada Revised Statutes ("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, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
Las Vegas

(ii) City of Las Vegas Development Services Center
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

and

(b) By giving a copy of the notice by 9:00 a.m. no later than three working days before the meetings to each person, if any, who has requested notice of the meetings of the Council in the same manner in which notice is required to be given to a member of the Council in accordance with Chapter 241 of NRS.

6. Prior to 9:00 a.m. at least 3 working days before such meetings, notice was posted on the official website of the State of Nevada (the "State") in compliance with Chapter 241 of NRS, unless the Board was unable to do so because of technical problems relating to the operation or maintenance of the official website of the State.

7. A copy of such notice so given of the meeting of the Council on August 20, 2014 is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the Council on September 17, 2014 is attached to this certificate as Exhibit B.

8. A copy of the notice of each meeting was posted on the City's website no later than 9:00 a.m. on the third working day prior to each meeting.

9. A copy of the affidavit of publication of notice of deposit of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

10. Upon request, the Council, 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 Council 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 September __, 2014.

_____

City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of August 20, 2014 Meeting)

EXHIBIT B

(Attach Copy of Notice of September 17, 2014 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Notice of Deposit of the Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2014-56 - For Possible Action - Annexation No. ANX-54948 - Property location: located at 2174 Mohawk Street; Petitioned by: Mary Christine Thompson and Kelly Ann Thompson; Acreage: 0.66 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilwoman Lois Tarkanian

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property generally located at 2174 Mohawk Street. The annexation is at the request of the property owners. The annexation process has now been completed in accordance with the NRS and the final date of annexation (September 26, 2014) is set by this ordinance.

RECOMMENDATION:
ADOPTION at 9/17/2014 City Council Meeting pursuant to the 9/2/2014 Recommending Committee Meeting.

First Reading – 8/20/2014; First Publication – 9/4/2014

BACKUP DOCUMENTATION:
Bill No. 2014-56 and Location Map

BILL NO. 2014-56

ORDINANCE NO. _____

AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO PARTICULARLY DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS INHABITANTS SUBJECT TO THE LAWS, OBLIGATIONS AND BENEFITS OF THE CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (ANX-54948)

Sponsored by: Councilwoman Lois Tarkanian

Summary: Annexes property described generally as located at 2174 Mohawk Street.

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

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

> That portion of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 1, Township 21 South, Range 60 East M.D.M, Clark County, Nevada, being that parcel of land described by that QUITCLAIM DEED, recorded March 19, 2009 in Book 20090319 as Instrument Number 02893, together with the adjoining portions of O'BANNON DRIVE (30 foot half-street width) and MOHAWK STREET (30 foot half-street width), further described as follows:
>
> BEGINNING at the northwest corner of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section 1, said northwest corner also being the centerline intersection of O'BANNON DRIVE

and MOHAWK STREET; thence along the north line of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section 1 and along the centerline of said O'BANNON DRIVE, North 89°28'00" East, 217.63 feet to the northerly projection of the east line of said QUITCLAIM DEED parcel; thence along said northerly projection, South 00°22'50" East, 30.00 feet to the northeast corner of said QUITCLAIM DEED parcel; thence along the east line of said QUITCLAIM DEED parcel, South 00°22'50" East, 101.34 feet to the southeast corner of said QUITCLAIM DEED parcel; thence along the south line of said QUITCLAIM DEED parcel, South 89°27'03" West, 187.58 feet to the southwest corner of said QUITCLAIM DEED parcel; thence along the westerly projection of the south line of said QUITCLAIM DEED parcel, South 89°27'03" West, 30.00 feet to the west line of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section 1; thence along said west line and along the centerline of said MOHAWK STREET, North 00°24'04" West, 131.40 feet to the POINT OF BEGINNING.

The Basis of Bearings for this land description is South 89°28'00" West, being the north line of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 1, Township 21 South, Range 60 East M.D.M, Clark County, Nevada, as shown on that RECORD OF SURVEY, in File 24 of Surveys, Page 48 of Clark County, Nevada Records.

Written by:
Neil Wacaser
City of Las Vegas, Department of Operations & Maintenance
333 N. Rancho Drive
Las Vegas, NV, 89106
(702) 229-2475
nwacaser@lasvegasnevada.gov

SECTION 2: The City Council hereby determines that the described territory meets the requirements provided by law for annexation to the City for the following reasons:

A. The area to be annexed was contiguous to the City's boundaries at the time the annexation proceedings were instituted;

B. More than one-eighth (1/8) of the aggregate external boundaries of the area are contiguous to the City;

C. The territory proposed to be annexed is not included within the boundaries of another incorporated city or within the boundaries of any unincorporated town as those boundaries existed as of July 1, 1983;

D. The City is eligible to annex the described territory because the landowners have signed a petition constituting one hundred percent (100%) of the owners of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 26th day of September, 2014, and on that date the City will have the funds appropriated in sufficient amount to finance the extension into the described territory of police protection, fire protection, street maintenance, street sweeping, and street lighting maintenance.

SECTION 5: The described territory, together with the inhabitants and property

thereof, shall, from and after the 26th day of September, 2014, be subject to all debts, laws, ordinances and regulations in force in the City and shall be entitled to the same privileges and benefits as other parts of the City, and shall be subject to municipal taxes levied by the City.

SECTION 6: The City Engineer is hereby instructed to cause to be prepared an accurate map or plat of the described territory and to record the map or plat, together with a certified copy of this ordinance, in the office of the County Recorder of Clark County, Nevada, which recording shall be done prior to the 26th day of September, 2014.

SECTION 7: The described territory, which previously has been zoned R-E (County of Clark classification), is hereby classified as R-E (City of Las Vegas classification), which is deemed to be the City equivalent of the County classification.

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

. . .

. . .

. . .

. . .

. . .

. . .

. . .

SECTION 9: 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 _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 8-6-14
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, and referred to a committee for recommendation, the committee being composed of the following members _____ _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2014, 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": _____

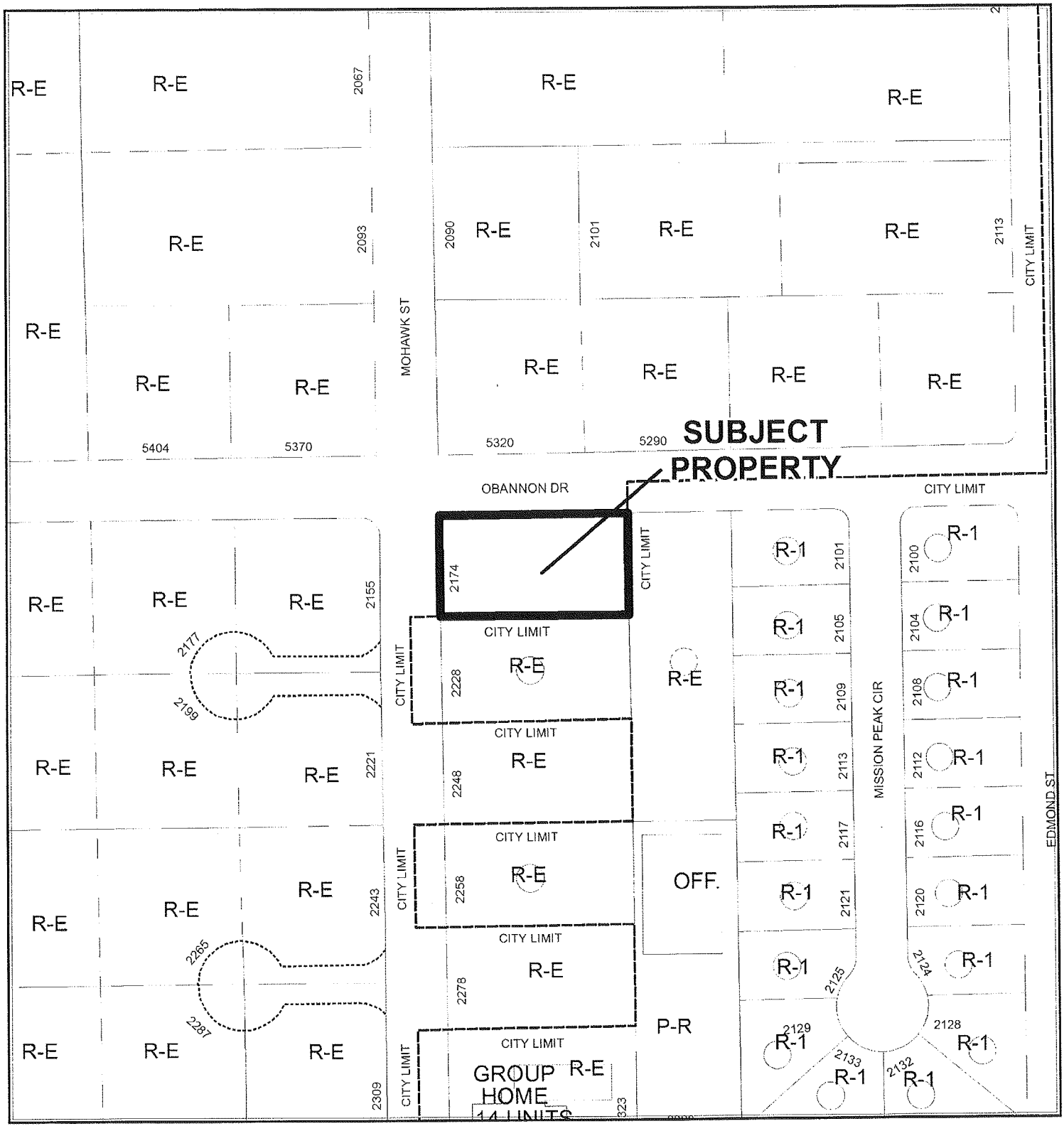
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: **ANX-54948 (PRJ-54939)**

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2014-59 - For Possible Action - Adopts a new Administrative Code pertaining to the administration and enforcement of the City's building and related technical codes. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopt a new Administrative Code relating to the administration of the various building and technical codes. The update will replace the City's previous adaptation of the 1997 Uniform Administrative Code. The new Administrative Code includes updated fee tables to reflect planned-for increases in and adjustments to the various fee categories that pertain to the Code and various other building and technical codes.

RECOMMENDATION:
Bill being heard at the Recommending Committee meeting of September 15, 2014 and will be eligible for adoption on this September 17, 2014 City Council meeting.

First Reading – 9/3/2014; First Publication – 9/5/2014

BACKUP DOCUMENTATION:
1. Bill No. 2014-59
2. City of Las Vegas Administrative Code, 2012 Edition
3. Fee Tables

BILL NO. 2014-59

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT A NEW ADMINISTRATIVE CODE PERTAINING TO THE ADMINISTRATION AND ENFORCEMENT OF THE CITY'S BUILDING AND RELATED TECHNICAL CODES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts a new Administrative Code pertaining to the administration and enforcement of the City's building and related technical codes.

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

SECTION 1: Title 16, Chapter 2, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16.02.010: [Those certain documents, three copies of each being on file in the Office of the City Clerk and designated as follows, are adopted by reference and made a part of this Code, to the same extent as if set out in full herein:

(A) Uniform Administrative Code, 1997 Edition, designated as Part 1 of this Chapter; and

(B) A supplemental document entitled "A Supplemental Document Amending the Uniform Administrative Code, 1997 Edition," which adds to, deletes from and amends the Uniform Administrative Code, 1997 Edition, designated as Part 2 of this Chapter.] That certain document entitled "City of Las Vegas Administrative Code, 2012 Edition," three copies of which are on file in the Office of the City Clerk, is adopted by reference and made a part of this Code, to the same effect as if set out herein in full.

SECTION 2: The Uniform Administrative Code, 1997 Edition, and Ordinance Nos. 5884, 6110, 6140, 6160, 6176, 6191 and 6201 are hereby repealed in their entirety.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or

effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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 _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 8-19-14
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, and referred to a committee for recommendation, the committee being composed of the following members _____ _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2014, 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

ADMINISTRATIVE CODE, 2012 EDITION

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CITY OF LAS VEGAS

ADMINISTRATIVE CODE, 2012 EDITION

Chapter 1

TITLE, SCOPE AND GENERAL

SECTION 101 – TITLE, PURPOSE AND SCOPE

101.1 Title. This document shall be known as the *City of Las Vegas Administrative Code, 2012 Edition;* may be cited as such; and will be referred to herein as "this Code."

101.2 Purpose. The purpose of this Code is to provide for the administration and enforcement of the technical codes adopted by this jurisdiction and to establish the minimum requirements to safeguard the public health, safety, and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to built environment.

101.3 Source. The source and pattern for many of the provisions of this Code is the Uniform Administrative Code, 1997 Edition, as published by the International Council of Building Officials (ICBO), Copyrights 1994, 1995, 1996 and 1997. That Code was the base code for the City's Administrative Code for many years, and the City desires to use the provisions of the Uniform Administrative Code as a model, with no intention of infringing on any rights and with full attribution intended. Notice of the City's intent has been provided to ICBO's successor, the International Code Council.

101.4 Scope. The provisions of this Code shall serve as the administrative, organizational and enforcement rules and regulations for the technical codes, and shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings and structures.

101.5 General. Certain provisions of this Code may be parallel or similar to provisions of the International, International Residential Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, International Existing Building Code and International Energy Conservation Code or other similar codes adopted by the City. The provisions of this Code and the provisions of the other referenced codes shall be applied to the extent possible. The Building Official shall have the sole discretion, in the interest of convenience for the City or the public, to apply the provisions herein or corresponding administrative provisions in any of the above referenced Codes. In the event of any conflict in administrative provisions, the provisions of Section 104 of this Code shall govern, unless otherwise deemed appropriate by the Building Official. Unless otherwise specified, the term "Department"

refers to the City's Building and Safety Department, or such other department as from time to time may be charged with the enforcement of the codes referred to in this Section, and the term "Director" refers to the director of the applicable department.

SECTION 102 – APPLICATION TO EXISTING BUILDINGS AND BUILDING SERVICE EQUIPMENT

102.1 General. Buildings, structures and their building service equipment to which additions, alterations or repairs are made shall comply with all requirements of the technical codes for new facilities, except as specifically provided in this section.

102.2 Additions, Alterations or Repairs. Additions, alterations or repairs may be made to a building or its building service equipment without requiring the existing building or its building equipment to comply with all the requirements of the technical codes, provided the addition, alteration or repair conforms to that required for a new building or building service equipment.

Additions or alterations shall not be made to an existing building or building service equipment which will cause the existing building or building service equipment to be in violation of the provisions of the technical codes nor shall such additions or alterations cause the existing building or building service equipment to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or building service equipment to become structurally unsafe or overloaded; will not provide adequate egress in compliance with the provisions of the Building Code or will obstruct existing exits; will create a fire hazard; will reduce required fire resistance; will cause building service equipment to become overloaded or exceed their rated capacities; will create a health hazard or will otherwise create conditions dangerous to human life. A building so altered, which involves a change in use or occupancy, shall not exceed the height, number of stories and area permitted by the Building Code for new buildings. A building plus new additions shall not exceed the height, number of stories and area specified by the Building Code for new buildings.

Additions or alterations shall not be made to an existing building or structure when the existing building or structure is not in full compliance with the provisions of the Building Code except when the addition or alteration will result in the existing building or structure being no more hazardous based on life safety, fire safety and sanitation, than before such additions or alterations are undertaken.

EXCEPTION: Alterations of existing structural elements, or additions of new structural elements, which are not required by Section 102.4 and which are initiated for the purpose of increasing the lateral-force-resisting strength or stiffness of an existing structure need not be designed for forces conforming to these regulations provided that an engineering analysis is submitted to show that:

1. The capacity of existing structural elements required to resist forces is not reduced, and

2. The lateral loading to required existing structural elements is not increased beyond their capacity, and

3. New structural elements are detailed and connected to the existing structural elements required by these regulations, and

4. New or relocated nonstructural elements are detailed and connected to existing or new structural elements as required by these regulations, and

5. An unsafe condition as defined above is not created.

Alterations or repairs to an existing building or structure which are nonstructural and do not adversely affect a structural member or a part of a building or structure having required fire resistance may be made with the same materials of which the building or structure is constructed, subject to approval by the Building Official. Installation or replacement of glass shall be as required for new installations.

Minor additions, alterations and repairs to existing building service equipment installations may be made in accordance with the technical code in effect at the time the original installation was made, subject to approval of the Building Official, and provided such additions, alterations and repairs will not cause the existing building service equipment to become unsafe, insanitary or overloaded.

102.3 Existing Installations. Building service equipment lawfully in existence at the time of adoption of the technical codes may have their use, maintenance or repair continued if the use, maintenance or repair is in accordance with the original design and a hazard to life, health or property has not been created by such building service equipment.

102.4 Existing Occupancy. Buildings in existence at the time of the adoption of the Building Code may have their existing use or occupancy continued if the use or occupancy was in conformance with the codes in effect at the time of original construction or occupancy and provided continued use is not dangerous to life, health and safety.

A change in the use or occupancy of any existing building or structure shall comply with the provision of Section 309 of this Code, Chapter 34 of the International Building Code or the provisions of the International Existing Building Code.

Whenever, it is determined that an existing building has never been issued a Certificate of Occupancy, the Building Official may require that the following steps be taken in order to determine a minimal level of compliance with the appropriate technical codes:

1. The performance of a site inspection by an appropriate inspector to review the building's compliance with applicable codes in effect at the time the building was constructed.

2. Written notice to the owner, representative, or tenant identifying deficiencies in compliance with the applicable codes in effect at the time the building was constructed and requiring actions be taken within a specified time to address such deficiencies as approved by the Building Official.

In addition, the Building Official may also require that the use or occupancy of the building be ceased pending the correction of deficiencies, but only where the Building Official determines that the immediate danger to the public so requires. Upon correction of the deficiencies, to the satisfaction of the Building Official, a Certificate of Occupancy will be issued.

102.5 Maintenance. Buildings, structures and building service equipment, existing and new, and parts thereof shall be maintained in a safe and sanitary condition. Devices or safeguards which are required by the technical codes shall be maintained in conformance with the technical code under which installed. The owner or owner's designated agent shall be responsible for the maintenance of buildings, structures and their building service equipment. To determine compliance with this section, the Building Official may cause a structure to be re-inspected.

102.6 Moved Buildings. Buildings, structures and their building service equipment moved into or within the City shall comply with the provisions of the technical codes for new buildings or structures and their building service equipment.

102.7 Temporary Structures. Temporary structures such as reviewing stands and other miscellaneous structures, sheds, canopies or fences used for the protection of the public around and in conjunction with construction work may be erected by special permit from the Building Official for a limited period of time. Buildings or structures erected under a special permit need not comply with the type of construction or fire-resistive time periods required by the Building Code. Temporary buildings or structures shall be completely removed upon the expiration of the time limit stated in the permit.

102.8 Historic Buildings. Repairs, alterations and additions necessary for the preservation, restoration, rehabilitation or continued use of a building, structure, or its building service equipment may be made without conforming to the requirements of the technical codes when authorized by the Building Official, provided:

1. The building or structure has been designated by official action of the legally constituted authority of the City as having special historical or architectural significance.

2. Unsafe conditions as described in this Code are corrected.

3. The restored building or structure and its building service equipment will be no more hazardous based on life safety, fire safety and sanitation than the existing building.

102.9 Professional Office Conversions. Owners of single family residential units located within an area zoned by the City for PO (formerly PR) Conversions may be eligible to convert the residence to a commercial office without having to meet all of the requirements for a change of occupancy as dictated by the International Building Code (other than those contained in Chapter 11 and Chapter 34 of the International Building Code). To be eligible, the following criteria must be met:

1. The building must have a building area of 2500 square feet or less, calculated using the definition of "building area" contained in Section 202 of the International Building Code, but not inclusive of parking garage or carport areas. All conversions larger than 2500 square feet shall conform to the new construction requirements for a B Occupancy.

2. No exterior wall of the building shall be closer than 5 feet from a real property line.

3. No part of the roof eaves or overhangs shall be closer than 36" from a real property line.

4. The aggregate area of window, door, wall and vent openings in exterior wall located within 10 feet of a real property line shall not exceed 25% of the facing wall area.

5. All exterior walls of the building within 10 feet of a real property line must have their exterior surfaces, excluding decorative trim, covered with a minimum of 2-coat stucco, brick, brick or stone veneer, concrete masonry units or other non-combustible sheathing material approved by the Building Official.

6. All exterior walls within 10 feet of the real property line must have their interior wall surfaces coated with a minimum of ½" gypsum plaster or ½" drywall.

7. All of the requirements of International Building Code must be met for accessibility, including accessible exterior routes from parking spaces to the interior of the office building. All interior spaces that will serve the public must be provided with an ICC/ANSI 117.1 accessible interior route per the International Building Code Section 1104, including common circulation areas, hallways and doorways. At least one fully accessible restroom must be provided, and must be connected to the accessible interior route. The conversions of 2-story homes are restricted to first floor only conversions. Second story conversions of 2-story homes may be allowed by the Building Official with full compliance of the accessibility standards.

8. All new work performed within the building must meet all of the requirements of the currently adopted technical building codes and amendments.

9. The conversion of the building involves only minor exterior remodeling without the expansion of the existing building.

10. The conversion is subject to a valid zoning approval through the Planning Department and/or City Council.

SECTION 103 – DEFINITIONS

For the purpose of this Code, certain terms, phrases, words and their derivatives shall be construed as specified in this section. Where terms are not defined, they shall have their ordinarily accepted meanings within the context with which they are used. *The American Heritage Dictionary of the English Language, Fourth Edition*, copyright 2009, shall be considered as providing ordinarily accepted meanings. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

ADDITION is an extension or increase in floor area or height of a building or structure.

ALTER or **ALTERATION** is any construction or renovation to an existing structure other than repair or *addition.*

APPROVED, as to materials, types of construction, equipment and systems, refers to approval by the Building Official as the result of investigation and tests conducted by the Building Official, or by reason of accepted principles or tests by recognized authorities, technical or scientific organizations.

APPROVED AGENCY is an established and recognized agency regularly engaged in conducting tests or furnishing inspections services, when the agency has been approved by the Building Official.

ARCHITECT OR ENGINEER OF RECORD means the Registered Architect or Registered Engineer is responsible for the coordination, continuity, and compatibility of each collaborating design professionals work (when retained by the Architect or Engineer of Record).

BUILDING is a structure used or intended for supporting or sheltering a use or occupancy.

BUILDING CODE is the International Building Code and the International Residential Code as promulgated by the International Code Council, as adopted by this jurisdiction. The term Building Code includes any Technical Codes and Reference Codes that have been adopted.

BUILDING, EXISTING is a building erected prior to the adoption of this Code, or one for which a legal building permit has been issued.

BUILDING OFFICIAL is the Director of the City's Building and Safety Department.

BUILDING SERVICE EQUIPMENT refers to the plumbing, mechanical, electrical and elevator equipment including piping, wiring, fixtures and other accessories which provide sanitation, lighting, heating, ventilation, cooling, refrigeration, fire-fighting and transportation facilities essential to the occupancy of the building or structure for its designated use.

CODE ENFORCEMENT AGENCY is the City's Department of Building and Safety.

DANGEROUS BUILDING CODE is the *Uniform Code for the Abatement of Dangerous Buildings* promulgated by the International Code Council or its predecessor, as adopted by this jurisdiction.

ELECTRICAL CODE is the *National Electrical Code* promulgated by the National Fire Protection Association, as adopted by this jurisdiction.

ELEVATOR CODE is the safety code for elevators, dumb waiters, escalators and moving walkways as adopted by this jurisdiction or the State of Nevada.

REFERENCE CODES are those codes or standards adopted by reference in either the Building Codes or Technical Codes.

JURISDICTION, as used in this Code, is a state or political subdivision which adopts this Code for administrative regulations within its area of authority.

LISTED and **LISTING** are terms referring to equipment, materials, products or services included in a list published by an organization acceptable to the code official and concerned with evaluation of products or services that maintains periodic inspection of production of listed equipment or materials or periodic evaluation of services and whose listing states either that the equipment, material, product or service meets identified standards or has been tested and found suitable for a specified purpose.

MECHANICAL CODE is the *Uniform Mechanical Code* promulgated by the International Association of Plumbing and Mechanical Officials, as adopted by this jurisdiction.

OCCUPANCY is the purpose for which a building, or part thereof, is used or intended to be used.

OWNER is any person, agent, firm or corporation having a legal or equitable interest in the property.

PERMIT is an official document or certificate issued by the Building Official authorizing performance of a specified activity.

PERSON is a natural person, heirs, executors, administrators, or assigns, and also includes a firm, partnership or corporation, its or their successors or assigns, or the agent of any of the aforesaid.

PLUMBING CODE is the *Uniform Plumbing Code* as promulgated by the International Association of Plumbing and Mechanical Officials, as adopted by this jurisdiction.

REPAIR is the reconstruction or renewal of any part of an existing building, structure or building service equipment for the purpose of its maintenance.

SHALL, as used in this Code, is mandatory.

STRUCTURAL OBSERVATION means the visual observation of the structural system, for general conformance to the approved plans and specifications, at significant construction stages and at the completion of the structural system. Structural observation does not include or waive the responsibility for the inspections required by Section 305.

STRUCTURE is that which is built or constructed, 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.

TECHNICAL CODES refer to those codes adopted by this jurisdiction containing the provisions for design, construction, alteration, addition, repair, removal, demolition, use, location, occupancy and maintenance of buildings and structures and building service equipment herein defined, including but not limited to the adopted codes for plumbing, mechanical, electrical, energy conservation, etc. The technical codes definition includes those adopted building codes by definition and any adopted reference codes by definition.

TECHNICAL OFFICERS refer to those individuals employed by the Building and Safety Department for the purposes of plans examination, plans examination supervisor, inspectors, inspection supervisors, managers and other department employees designated by the Building Official to enforce the provisions of this Code and the technical codes.

VALUATION or VALUE, as applied to a building and its building service equipment, shall be the estimated cost to replace the building and its building service equipment in kind, based on current replacement costs.

SECTION 104 – CONFLICTING PROVISIONS

104.1 GENERAL. When conflicting provisions or requirements occur between this Code, the technical codes and other codes or laws; the most restrictive shall govern.

When conflicts occur between the adopted technical codes governed by these administrative provisions, those provisions providing the greater safety to life shall govern. In other conflicts where sanitation, life safety, or fire safety are not involved, the most restrictive provision shall govern.

Where in a specific case different sections of the technical codes specify different materials, methods of construction or other requirements, the most restrictive shall govern. When there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

104.2 REFERENCED CODES AND STANDARDS. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of the adopted technical codes governed by these provisions, the requirements and/or provisions of this and the adopted technical codes governed by these provisions shall take precedence over the provision in the referenced code or standard.

104.3 OTHER LAWS. The provision of this Code and the adopted technical codes shall not be deemed to nullify any provisions of local, state or federal law.

104.4 PARTIAL INVALIDITY. In the event any part or provision of this Code or the adopted technical codes is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions of this Code or adopted technical codes.

SECTION 105 – ALTERNATE MATERIALS, METHODS OF DESIGN AND METHODS OF CONSTRUCTION

The provisions of the technical codes are not intended to prevent the use of any material, method of design or method of construction not specifically prescribed by the technical codes provided an alternate has been approved and its use authorized by the Building Official.

The Building Official may approve an alternate, provided the Building Official finds that the proposed design is satisfactory and complies with the intent of the provisions of the technical codes and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in the technical codes in suitability, strength, effectiveness, fire resistance, durability, safety, sanitation and energy efficiency. Compliance with the specific performance-based provision of the adopted technical codes, in lieu of the specific requirements of those codes may also be permitted as an alternative material, method of design or method of construction.

The Building Official shall require that sufficient evidence or proof be submitted to substantiate the claims that may be made regarding the use of an alternative material, design method or method of construction. The details of an action granting approval of an alternate shall be recorded and entered into the files of the code enforcement agency. The Building Official may approve the alternative material, design or method of construction with any conditions the Building Official deems appropriate to ensure performance of the alternate and provide a rational nexus to the suitability, strength, effectiveness, fire resistance, durability, safety, sanitation and energy efficiency of the use of the alternate material, method of design or method of construction or specific provisions of the adopted technical codes.

SECTION 106 – MODIFICATION

Wherever there are practical difficulties involved in carrying out the provisions of the technical codes, the Building Official may grant modifications for individual cases. The Building Official shall first find that a special individual reason makes the strict letter of the technical code impractical and the modification is in conformity with the intent and purpose of the technical code, and that such modification does not lessen health, life safety and fire safety requirements or any degree of structural integrity. The details of actions granting modifications, including any conditions of approval, shall be recorded and entered in the files of the code enforcement agency.

SECTION 107 – TESTS

Whenever there is insufficient evidence of compliance with the provisions of the technical codes or evidence that materials or construction do not conform to the requirements of the technical codes or in order to substantiate claims for alternative materials or methods of design and construction, the Building Official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. All costs of the required tests shall be paid by the owner or the owner's authorized representative.

Test methods shall be as specified by the technical codes or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall determine test procedures. Should the results of the tests exceed the expertise of the Building Official, the Building Official may require the owner or owner's representative to pay the cost of a third-party selected by the Building Official to conduct an independent review of the test results.

Tests shall be made by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for the retention of public records.

Chapter 2

ORGANIZATION AND ENFORCEMENT

SECTION 201 – AUTHORITY

201.1 Creation of the Enforcement Agency. There is hereby established in this jurisdiction a code enforcement agency which shall be under the administrative and operational control of the Building Official.

201.2 General. Whenever the term or title "administrative authority," "responsible official," "Building Official," "chief inspector," "code enforcement officer," "code official," or other similar designation is used herein or in any of the technical codes, it shall be construed to mean the Director of the Building and Safety Department.

SECTION 202 – POWERS AND DUTIES OF BUILDING OFFICIAL

202.1 General. The Building Official is hereby authorized and directed to enforce all the provisions of this Code and the referenced technical codes. For such purposes, the Building Official shall have the powers of a law enforcement officer. The Building Official shall have the sole power and discretionary authority to render interpretations, to modify or to suspend portions of this Code and the referenced technical codes and to adopt and enforce additional rules, regulations and guidelines, policies and procedures supplemental to this Code and the referenced technical codes as may be deemed necessary to clarify and apply the provisions of this Code and the adopted technical codes.

202.2 Deputies. In accordance with prescribed procedures and with the approval of the appointing authority, the Building Official may appoint such number of technical officers and inspectors and other employees as shall be authorized from time to time. The Building Official may deputize and authorize such technical officers, inspectors or employees as may be necessary to carry out the functions of the code enforcement agency as prescribed in this Code, the adopted technical codes and referenced codes and standards.

202.3 Right of Entry. When necessary to make an inspection to enforce any of the provisions of this Code and the technical codes, or when the Building Official, designated technical officers, inspectors or other employees has reasonable cause to believe that there exists in any structure, building or upon a premises a condition which is contrary to or in violation of this Code which makes the structure, building or premises unsafe, dangerous or hazardous, the Building Official, designated technical officers, inspectors, or other employees may enter the building or premises at reasonable times to inspect or to perform the duties imposed by this Code, provided that if such structure, building or premises be occupied , that credentials be presented to the occupant and entry requested. If such structure, building or premises be unoccupied, the Building Official or designees shall first make a reasonable effort to locate the owner or other

persons having charge or control of the structure, building or premises and request entry. Should entry be refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

202.4 Identification. The Building Official and all employees of the Department shall carry proper identification when inspecting structures or premises in the performance of their duties.

202.5 Stop Work Orders. Whenever the Building Official finds that any work is being done contrary to the provisions of this Code, the technical codes, or other pertinent laws or ordinances implemented through the enforcement of this Code or is dangerous or unsafe, the Building Official is authorized to order the work stopped by notice in writing served on persons engaged in the doing or causing such work to be done, and such persons shall forthwith stop the work until authorized by the Building Official to proceed with the work. Any person who shall continue any work or authorize the continuation of any work in or about the structure after having been served with a stop work order, except such work as that person has been directed by the Building Official to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

202.6 Use and Occupancy. No building or structure shall be used or occupied and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the Building Official has approved the building or structure for occupancy, either by means of a Certificate of Occupancy or Temporary Certificate of Occupancy (per Section 309 of this Code), or by the approval of a final inspection. The issuance of a Certificate of Occupancy, Temporary Certificate of Occupancy or a final inspection shall not be construed as an approval of a violation of the provisions of this Code, the adopted technical codes, reference codes or any ordinances or requirements of this jurisdiction.

202.7 Changes in Use. Changes in the character or use of a building shall not be made except as specified in either Chapter 34 of the International Building Code and/or the International Existing Building Code, as adopted and amended by the City, or through the issuance of proper building or technical permits and the approval of a Certificate of Occupancy, Temporary Certificate of Occupancy or a final inspection by the Building Official.

202.8 Occupancy Violations. When a building, structure, premises or building service equipment therein regulated by this Code and the technical codes is being used contrary to the provisions of such codes or in a dangerous or unsafe manner, the Building Official may order such use discontinued by written notice served on any person causing such use to be continued. Such person shall discontinue the use within the time prescribed by the Building Official after receipt of such notice. Such person shall also make the structure, building, premises or building service equipment or portion thereof; comply with the requirements of such codes within the time prescribed by the Building Official. The Building Official may revoke or suspend the Certificate of

Occupancy for a building occupancy in violation of this Code and/or the technical codes per Section 309.6 of this Code.

202.9 Authority to Disconnect Utilities. The Building Official or his authorized representative shall have the authority to require or authorize the disconnection of any utility service or energy supplied to the building, structure or building service equipment therein regulated by this Code or by the technical codes, in case of emergency, where such building, structure or equipment is hazardous to life or property. The Building Official shall whenever possible notify the serving utility, the owner and the occupant of the building, structure or building service equipment of the decision to disconnect prior to taking such action, and shall notify in writing such utility, owner and occupant of such disconnection immediately thereafter. Such disconnection is also authorized in cases where a building or structure has been constructed, remodeled, repaired, energized or occupied in violation of this Code or any of the technical codes; provided, however, that notice and an opportunity for an informal hearing before the Building Official shall first be afforded the owner and occupant.

202.10 Authority to Condemn Building Service Equipment. When the Building Official ascertains that building service equipment regulated in the technical codes has become hazardous to life, health or property, or has become insanitary, the Building Official shall order in writing that such equipment either be removed or restored to a safe or sanitary condition, as appropriate. The written notice itself shall fix a time limit for compliance with such order. Defective building service equipment shall not be maintained after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given be given within 24 hours to the serving utility, the owner and occupant of such building, structure or premises.

When any building service equipment is maintained in violation of the technical codes and in violation of a notice issued pursuant to the provisions of this section, the Building Official shall institute appropriate action to prevent, restrain, correct or abate the violation.

202.11 Connection after Order to Disconnect. Persons shall not make connections from an energy, fuel or power supply nor supply energy or fuel to building service equipment which has been disconnected or ordered to be disconnected b the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

202.12 Liability. The Building Official charged with the enforcement of this Code and the technical codes, acting in good faith and without malice in the discharge of his duties, shall not thereby be rendered personally liable for damage that may accrue to persons or property as a result of an act or omission in the discharge of the assigned duties. A suit brought against the Building Official or employee because of such act or

omission performed by the Building Official or employee in the enforcement of the provisions of such codes or other pertinent laws or ordinances implemented through the enforcement of this Code or enforced by the code enforcement agency shall be defended by this jurisdiction until final termination of such proceedings, and any judgment resulting there from, shall be assumed by this jurisdiction.

This Code shall not be construed to relieve from or lessen the responsibility of any person owning, operating or controlling a building, structure or building service equipment therein for damages to persons or property caused by defects, nor shall the code enforcement agency or its parent jurisdiction be held as assuming such liability by reason of the inspection authorized by this Code or permits or certificates issued under this Code.

202.13 Cooperation of Other Officials and Officers. The Building Official may request, and shall receive, the assistance and cooperation of other officials of this jurisdiction so far as is required in the discharge of the duties required by this Code or other pertinent laws or ordinances.

202.14 Substantial Compliance Standard. In the enforcement of the specific provisions of this Chapter and the technical codes, the Building Official is authorized to grant minor variations from the strict application of the specific code provisions where, in the opinion of the Building Official, the work is in substantial compliance with the intent of the adopted codes and standards and these minor variations are warranted with no detriment to public safety.

SECTION 203 – UNSAFE BUILDINGS, STRUCTURES OR BUILDING SERVICE EQUIPMENT

Buildings or structures regulated by this Code and the technical codes which are structurally inadequate or have inadequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life are, for the purposes of this section, unsafe buildings. The Building Official may require any reports, tests, engineering studies or other documentation they may deem necessary to determine the adequacy of the safety of a building or structure. The requirements of the Uniform Code for the Abatement of Dangerous Buildings as adopted and amended shall also be used to determine the adequacy of the safety of a building or structure. Any engineering, testing, studies, reports, etc. required by the Uniform Code of the Abatement of the Dangerous Buildings or by the Building Official shall be done at no expense to the Building Department or local jurisdiction. Costs of any engineering, testing, studies, reports, etc. shall be paid by the owner or the owner's representative. Should the evaluation of such engineering, tests, studies, reports, etc. exceed the expertise of the Building Official, the Building Official may require the owner or owner's authorized representative to pay the cost of a third-party selected by the Building Official to conduct and independent review of the results.

Building service equipment regulated by such codes, which constitutes a fire, electrical, or health hazard, or an unsanitary condition, or is otherwise dangerous to human life, for the purpose of this section, is unsafe. Use of buildings, structures or building service equipment constituting a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage or abandonment is, for the purpose of this section, an unsafe use.

Parapet walls, cornices, spires, towers, tanks, statuary and other appendages or structural members, which are supported by, attached to, or a part of a building which are in a deteriorated condition or otherwise unable to sustain the design loads which are specified in the Building Code are hereby designated as unsafe building appendages.

Unsafe buildings, structures or appendages and building service equipment are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedures set forth in the Uniform Code for the Abatement of Dangerous Buildings or such alternate procedure as may be adopted by this jurisdiction. As an alternative, the Building Official or other employee or official of this jurisdiction as designated by the governing body may institute other appropriate action to prevent, restrain, correct or abate the violation.

SECTION 204 – BOARD OF APPEALS

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.

204.2 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, 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. Two general contractors;

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; and

8. One fire protection system contractor.

204.3 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.

204.4 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.

204.5 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 investigation of claims of the appellant.

204.6 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 and shall be subject to all applicable immunities and rights conferred by law upon the City, as well as subject to applicable City liability self-insurance or insurance coverage.

204.7 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.

204.8 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 205 – VIOLATIONS

205.1 VIOLATIONS. It shall be unlawful for a person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building, structure or building service equipment, or cause or permit the same to be done in violation of this Code and the technical codes.

205.2 NOTICE OF VIOLATION. The Building Official is authorized to serve a notice of violation, notice of correction, or a notice and order on the person responsible for the erection, construction, alteration, extension, repair, moving, demolition or occupancy of a building or structure in violation of the provisions of the adopted or referenced technical codes, the Uniform Code for the Abatement of Dangerous Buildings, International Property Maintenance Code, Uniform Housing Code or in violation of a detail statement or a plan approved thereunder or in violation of permit or certificate issued under the provisions of this Code, or adopted technical codes. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

205.3 PROSECUTION OF VIOLATION. If the notice of violation is not complied with in the time prescribed by such notice, the Building Official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct, or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this Code or the adopted technical or of the order or direction made pursuant thereto.

205.4 VIOLATION PENALTIES. Any person who violates a provision or fails to comply with any of the requirements of this Code or the adopted technical codes or who erects, constructs, alters, demolishes, alters or repairs a building or structure in violation of the approved construction or demolition documents or directive of the Building Official or of a permit or certificate issue und the provisions of this Code shall be subject to the penalties as prescribed by law.

Chapter 3

PERMITS AND INSPECTIONS

SECTION 301 – PERMITS

301.1 Permits Required. Except as otherwise specified in this Section 301 and Section 402, no owner or authorized agent shall cause any new building, structure, building service equipment or onsite improvement regulated by this Code or any of the technical codes to be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted, demolished, change the occupancy of any existing building or structure or erect, install, enlarge, alter, repair remove, convert or replace any existing electrical, gas, mechanical, or plumbing system, which the installation of is regulated by this Code or cause any such work described above to be done unless a separate, appropriate permit for each building, structure, building service equipment or onsite improvement has first been obtained from the Building Official.

If work is commenced before a necessary and appropriate permit for the work has been obtained, the Building Official is authorized to charge an additional fee in the amount of the building permit fee on a graduated scale with double fees as a minimum depending on the number of offences. If an inspector or Inspections Supervisor is required to inspect a site, an Investigation Fee shall be charged per Table No. 3-E Fee #107 in addition to the additional graduated permit fees. The graduated scale shall be as follows:

1st offense – Double Permit Fees plus an Investigation Fee

2nd offense – Up to Triple Permit Fees plus an Investigation Fee, the department will send a notice of complaint to Nevada State Contractor's board

3rd and subsequent offenses – Up to Quadruple Permit Fees plus an Investigation fee, the department will send notice of complaint to Nevada State Contractor's Board and refer the case to Code Enforcement for citation to appear in court.

301.2 Licensing and Contractor Requirements. No building permits shall be issued for building work which is required to be performed by a licensed contractor under NRS Chapter 624 unless the general contractor or applicant is appropriately licensed by the State of Nevada and is licensed to do business within the City. A general contractor or design professional licensed by the State of Nevada to whom a

permit is issued shall be responsible for all work authorized for the project and shall post at the job site a list of all subcontractors doing work on the job with their names, their State subcontractor's license numbers and classifications and their City business license numbers. Mechanical, electrical and plumbing subcontractors shall register with the Department when all permits have been taken out by the general contractor or licensed design professional. Contractor and subcontractors shall meet all applicable qualifications and requirements described in the technical codes. Applications for all building permits shall include the design professional's and/or contractor's license number, monetary limits, and licensed subcontractors and monetary limits.

NOTE: Additional licensing requirements concerning plumbing work are contained in Chapter 4, Sections 401 to 407, inclusive, of this Administrative Code. Additional licensing requirements concerning mechanical work are contained in Chapter 5, Sections 501 to 504, inclusive, of this Administrative Code.

301.3 Maintenance. All buildings, structures, pools, spas, signs, and building service equipment, existing and new, and all parts thereof shall be maintained in a safe condition. All devices or safeguards which are required by the technical codes shall be maintained in conformance with the technical code under which installed. The owner or his designated agent shall be responsible for the maintenance of buildings, structures, pools, spas, signs and their building service equipment. To determine compliance with this subsection, the Building Official may cause any structure, facility or service equipment to be re-inspected.

301.4 Work Exempt from Permit. A building permit shall not be required for the following:

1. Construction work on property owned by the United States or on property owned by any other governmental entity, to the extent exempted by State law.

2. Amusement devices and structures, including merry-go-rounds, Ferris wheels, rotating conveyances, slides and similar devices, and any other accessory structure consisting of a cover or roof whose use is necessary for the operation of any such device or structure when such device or structure is used for less than 30 days. A storage building or detached structure that is not an integral part of an amusement device or structure does not qualify as an exempt accessory structure for purposes of this paragraph. The exemption contained in this paragraph does not apply to any electrical, mechanical or plumbing work that is to be done in connection with amusement devices or structures that are to be used on a site.

3. Oil derricks.

4. Cases, counters and partitions that do not exceed 5 feet 9 inches in height and not containing electrical branch circuits.

5. Privately owned water tanks supported directly upon grade if the capacity

does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed two to one.

6. Platforms, walks and driveways not more than 30 inches above grade and not over any basement or story below, when built in conjunction with a building that is classified as a Group R, Division 3 one-family or two-family dwelling or a U Occupancy. Temporary platforms erected for a period not to exceed 30 days that are less than 48 inches above the adjacent grade or floor surface.

7. Painting, papering and similar finish work, except for trim and decorative work exceeding 0.5 pounds per square foot or 0.35 pounds per lineal foot in weight.

8. Temporary motion picture, television and theater stage sets and scenery.

9. Window awnings supported by an exterior wall of a Group R, Division 3 one-family or two-family dwelling, or a U Occupancy, when projecting not more than 54 inches.

10. Residential television or radio antennas whose height design does not exceed 10 feet above the height of the tallest structure on the property, and so located that the distance to the nearest property line is equal to or greater than the total height of the antenna mast.

11. Construction directly relating to the delivery of a utility service, built by a public utility company operating under the control of the Public Service Commission. This exemption applies only to buildings, structures, or service equipment that is directly used in utility generation or distribution and is installed on properly registered easements belonging to water, gas, power, telephone, or other utility companies governed under the State of Nevada Public Service Commission, another State agency, or a public franchise. This exemption does not apply to office buildings, grading, occupied support buildings and general site development.

12. Portable motors or other portable appliances energized by means of a cord or cable having an attachment plug end to be connected to an approved 120-volt receptacle, when that cord or cable is permitted by the Electrical Code.

13. The repair or replacement of fixed motors or fixed approved appliances of the same type and rating in the same location.

14. The installation, alteration or repair of electrical wiring, apparatus or equipment for the generation, transmission, distribution or metering of electrical energy or in the operation of signals or the transmission of intelligence by a public utility in the exercise of its function as a serving utility.

15. Any portable unit refrigerating system (cooling only) as defined in the Mechanical Code.

16. Any wall, including a retaining wall, that is not over two feet in height, measured from the low finished grade to the grade on the opposite side. This exemption does not apply to:

a. Any wall that supports a surcharge;

b. Any wall (including a patio wall) that retains flammable liquids; or

c. Any wall of combined materials that exceeds 2 feet in height.

17. One-story detached accessory buildings used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed 200 square feet.

Note: For the purpose of this permit exemption, where a shed is to be constructed in a location that requires wall and opening protection for non-permit exempt buildings and structures, the shed shall be separated a distance from the non-permit exempted building or structure a distance equal to the distance required for unprotected wall and opening protection for the non-permit exempt building or structure.

18. Special Events. Required permits and permit exemptions applicable to special events shall be as specified in the policy document titled "Special Events Permits" developed and administered by the Building Official.

19. Temporary grandstands, bleachers, viewing platforms, and similar uses mounted on, or attached to, motor vehicles or trailers (including stairs, ramps and similar access features serving such motor vehicles or trainers) used in conjunction with special events. Where deemed appropriate by the Building Official, reference shall be made to the policy document titled "Special Events Permits" developed by the Building Official.

20. Tents and canopies erected for a period of 30 days or less.

21. Temporary fences erected for a period of 30 days or less.

NOTE: Exemption from the permit requirements of this Code shall not be deemed to authorize any work to be done in violation of the provisions of the technical codes or any other City ordinances or regulations.

301.5 Manufactured Housing, Travel Trailer and Recreational Vehicle Permits.

1. Manufactured Housing Installations (R-MH or R-MHP District). Manufactured Housing installations are under the jurisdiction of the Nevada State Department of Business and Industry. The units shall bear a seal from a recognized approval agency.

2. Travel Trailers or Recreational Vehicles (R-MH or R-MHP District). Travel trailers or recreational vehicles are under the jurisdiction of the Nevada State Department of Business and Industry.

3. Temporary Residential Use Pending Construction. Nothing in this Code or the technical codes shall be deemed to prohibit any owner of a lot or parcel of land from parking his own manufactured home or recreational vehicle thereon and living therein. Before placing or parking the manufactured home or recreational vehicle, the owner must:

a. Obtain a building permit for a permanent residence to be located on the same lot and for the owner's use;

b. Execute in the City's favor a surety bond or equivalent, in accordance with the provisions of Paragraph (4) below:

c. Obtain a permit for the temporary placement of the manufactured home or recreational vehicle; and

d. Provide the proper sanitary facilities in the manner required by the Southern Nevada Health District.

The period of occupancy may not exceed one year after the permit for temporary placement is issued. Upon written request, the Building Official may grant a single extension of time of up to six months.

4. Surety for Removal. The surety bond required by this Subsection shall be in the amount of two thousand dollars ($2,000.00), shall secure the removal of the manufactured home or recreational vehicle, and shall be conditioned upon the owner's maintaining in force a valid building permit during the entire time the manufactured home or recreational vehicle is in place. As an alternative to the surety bond, the owner may deposit the sum of one thousand dollars ($2,000.00):

a. With the City Treasurer, to be refunded upon full compliance with this Subsection; or

b. With a financial institution, provided that the owner, the City and the financial institution have entered into a security agreement that is acceptable to the City Attorney. The arrangement described in this Subparagraph (b) is referred to below as cash-in-lieu-of-bond.

5. Temporary Placement for Contractor/Security Purposes. Nothing in this Code or the technical codes shall be deemed to prohibit the temporary placement of a manufactured home or travel trailer for the use of a contractor engaged in construction work on the same parcel of land. In addition, a manufactured home or travel trailer may be temporarily placed upon any commercially zoned lot or parcel of land to be used for

security purposes when approved by the Building Official. Any placement of a temporary manufactured home or travel trailer for the purpose of living there shall be subject to the requirements concerning installation, permitting, bonding, and time limits as set forth in Paragraphs (3) and (4) above. Any such manufactured home or travel trailer shall be properly installed and maintained in accordance with this Sub section.

6. Temporary Placement of Manufactured Building for Commercial Operation. Nothing in this Code or the technical codes shall be deemed to prohibit a commercial operation from temporarily operating within a manufactured building. The period of occupancy may not exceed one year from the date of approval. The Building Official may, upon written request, grant a single six-month extension, provided that a valid building permit is in force at the time the extension. Any such manufactured home or travel trailer shall be properly installed and maintained in accordance with this Subsection.

7. Enforcement. Enforcement of the provisions of this Subsection 301.3 shall be in accordance with this Paragraph (7). Each reference in this Paragraph (7) to the term "manufactured home" includes a travel trailer or recreational vehicle.

a. Whenever the Building Official or his designee finds that a manufactured home has remained on the permit holder's property for a period in excess of the limits specified above, he may issue a written notice and order to comply to the principal and to any surety on the bond. Notice to the principal is sufficient if sent by certified mail, return receipt requested, to the address provided by the principal on the application for the permit. The notice and order shall state the estimated cost of removal, and provide that if the manufactured home is not removed within (30) days from the date of notice, the bond shall be forfeited.

b. Any permit holder or surety who believes that no violation described in Paragraph (7) (a) above has occurred may, within 15 days after the date of the notice and order, apply in writing to the Department for a hearing. The Department shall forthwith set a date for said hearing, with at least five days written notice to the requesting party. The hearing shall be conducted by the Building Official or his designee.

c. The compliance order shall be stayed from the date a timely hearing request is received by the Department until a decision is rendered by the Department, and by the City Council in the event of a timely appeal of the Department's decision.

d. After the requested hearing, the Building Official may rescind, modify or affirm the order of compliance.

e. Within ten days after the date the Department's decision is rendered, the permit holder or surety may, if dissatisfied, appeal to the City Council by filing a written notice of appeal with the Department.

f. Upon receipt of an application from the person required to remove the manufactured home and an agreement by such person to comply with the order if allowed additional time, the Building Official or his designee may, at his discretion, grant an extension of time, not to exceed an additional one hundred and eighty (180) days, within which to remove the manufactured home. The Building Official or his designee's authority to extend time is limited to the removal of the manufactured home and shall not in any way affect the time to appeal the notice and order.

g. After receipt of a notice and order to comply, the surety must, within the time limits specified above, either cause the manufactured home to be removed or pay over to the Department the cost of removal after said manufactured home is removed by the Department. The Building Official or his designee may proceed by such mode as is deemed convenient to cause the manufactured home to be removed. The Building Official or his designee may, in accordance with City contracting procedures, hire a private contractor to remove manufactured home.

h. If a cash bond has been posted, notice of default as provided shall be given to the principal, and if the compliance is not obtained within the time limits specified, the Building Official or his designee may proceed without further notice to use the cash deposit or any portion of such deposit to cause the manufactured home to be removed, by contract or otherwise. The balance, if any, of such cash deposit shall, upon the completion of the work, be returned to the depositor or to his successors or assignee after deducting the cost of the work.

i. If cash-in-lieu of bond has been deposited, the notice of default shall be given to the principal, and if the compliance is not obtained within the thirty (30) days specified, the Building Official or his designee may withdraw the deposited funds and use them to cause the manufactured home to be removed by contract or otherwise. The balance, if any, shall upon the completion of the work, be returned to the depositor or to his successors or assignee after deducting the cost of the work.

j. In any instance where the Building Official or his designee has caused a manufactured home to be removed, such manufactured home may be placed in storage at any location within Clark County, Nevada, and all costs of that storage shall be borne by the owner of such mobile home upon reclaiming the manufactured home. Upon the owner' failure to pay storage costs, such manufactured home may be sold in accordance with NRS Chapter 108.

k. Any costs in excess of the forfeited bond amounts shall be charged to the principal. Where the full amount due to the City is not paid by the principal within 60 days after the City has removed the manufactured home, the Building Official or his designee may request the City Attorney to commence appropriate legal proceedings to obtain payment.

8. Adoption of Guidelines. The Department may adopt procedural guidelines to be used in implementing this Subsection 301.5.

301.6 Grading Permit-Acreage Limitations. In order to minimize the environmental impacts of large-scale grading, a grading permit shall authorize the grading of no more than 120 acres at a time. The Building Official may increase the acreage authorized for grading in the case of:

1. Golf course development; or

2. Other large-scale development, if the applicant or permittee demonstrates to the satisfaction of the Building Official that enhanced dust control mitigation measures are in place to ensure that the increase in grading activity will not adversely impact neighboring properties.

301.7 Moving of Buildings.

1. In order to move any building or structure to or from a location within the City, a moving permit must be obtained in advance. The application for a permit must describe the proposed new location for the building or structure. After a permit is issued, but before the building or structure is moved, the applicant must contact a Building Inspections Supervisor to schedule field inspections of the building that is to be moved and the site from which it is being moved. Field inspections may include, without limitation, the following items:

a. Visible structural integrity of the structure.

b. Required or proposed means of egress.

c. Electrical wiring and grounding.

d. Plumbing and gas line location, and compliance with applicable codes.

e. Site safety, including the capping of lines, disconnection of electrical power, filling of holes, and removal of other potential hazards.

The moving of buildings shall be subject to the requirements (and the prior approval, if applicable) of the Traffic Engineering Division of the Department of Public Works, the Nevada Department of Transportation, and any other agency having jurisdiction.

2. With regard to any structure proposed to be moved to a location within the City, whether it is proposed to be moved from another location within the City or from a location outside the City, the application for a moving permit shall be accompanied by an application for a building permit, including the submittal of plans of the type and

extent that would be required for the initial erection of that structure and comply with current codes. The Department is authorized to require letters from design professions verifying structural integrity and compliance with the International Energy Conservation Code. The review and approval of those plans shall also include and be subject to review and verification by the Department of Planning and Development, and the Land Development Division that the proposed location of the building, whether permanent or temporary, is permissible and appropriate under applicable zoning and development regulations.

301.8 Demolition Permits. A separate permit is required for each building, address or suite at which demolition is to occur. Any sewer investigation permit which is required must be obtained prior to the issuance of a demolition permit. Exception: A demolition permit is not required for partial demolition work performed in conjunction with remodeling, alteration, or repair of a structure for which plans have been reviewed, approved, and a permit has been issued by the Building Department for the proposed work. The demolition work must be within the area of the scope of the new work.

301.9 Change of Occupancy. A permit application for a change of occupancy shall include the following:

1. A plot plan drawn to scale;

2. A floor plan drawn to scale;

3. A code analysis prepared by a State of Nevada recognized design professional;

4. A description of work, if any, required to bring the building or structure into compliance with the proposed new occupancy classification.

The normal hourly plan examination fee shall be assessed for examination of the above listed documents.

SECTION 302 – APPLICATION FOR PERMIT

302.1 Application. To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by the code enforcement agency for that purpose. Each such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.

2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.

3. Indicate the use or occupancy for which the proposed work is intended.

4. Be accompanied by plans, diagrams, computations and specifications, and other data as required in Section 302.2.

5. State the valuation of any new building or structure or any addition, remodeling or alteration to an existing building.

6. Be signed by the applicant, or by the applicant's authorized agent.

7. Give such other data and information as may be required by the Building Official.

302.2 Submittal Documents. Plans, specifications, engineering calculations, diagrams, soil investigation reports, special inspection and structural observation programs and other data shall constitute the submittal documents and shall be submitted in one or more sets with each application for a permit. When such plans are not prepared by an architect or engineer, the Building Official may require the applicant submitting such plans or other data to demonstrate that State law does not require that the plans be prepared by a licensed architect or engineer. The Building Official may require plans, computations and specifications to be prepared and designed by an engineer or architect licensed by the State to practice as such even if not required by state law.

EXEMPTION: The Building Official may waive the submission of plans, calculations, construction inspection requirements and other data if it is found that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this Code or the technical codes.

302.3 Information on Plans and Specifications. Plans and specifications shall be drawn to scale upon substantial paper whose sheets will be of a uniform size not to exceed 42 x 30 inches in size. The plans and specifications shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and to show in detail that the work will conform to the provisions of the technical codes and all relevant laws, ordinances, rules and regulations. Electronic Submittals will be accepted per State of Nevada approved guidelines and technological capabilities of the Department.

302.4 Architect or Engineer of Record.

302.4.1 General. When it is required that documents be prepared by an architect or engineer, the Building Official may require the owner to engage and designate on the building permit application an architect or engineer who shall act as the architect or engineer of record. If the circumstances require, the owner may designate a substitute architect or engineer of record who shall perform all the duties required of the original architect or engineer of record. The Building Official shall be notified in writing by the owner if the architect or engineer of record is changed or is unable to continue to

perform the duties.

The architect or engineer of record shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for continuity and compatibility with the design of the building.

302.5 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design which are not submitted at the time of application and which are to be submitted to the Building Official within a specified period.

Deferral of any submittal items shall have prior approval of the Building Official. The architect or engineer of record shall list the deferred submittals on the plans and shall submit the deferred submittal documents for review by the Building Official.

Submittal documents for deferred submittal items shall be submitted to the architect or engineer of record who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and that they have been found to be in general conformance with the design of the building. The deferred submittal items shall not be installed until their design and submittal documents have been approved by the Building Official.

302.6 Inspection and Observation Program. When the special inspection required by Chapter 17 of the International Building Code, the architect or engineer of record shall prepare an inspection program which shall be submitted to the Building Official for approval prior to issuance of the building permit. The inspection program shall designate the portions of the work to have special inspection, the name or names of the individuals or firms who are to perform the special inspections and indicate the duties of the special inspectors.

The special inspector shall be employed by the owner, the engineer or architect of record, or agent of the owner, but not the contractor or any other person responsible for the work.

When structural observation is required by Chapter 17 of the International Building Code, the inspection program shall name the individuals or firms who are to perform structural observation and describe the stages of construction at which structural observation is to occur.

The inspection program shall include samples of inspection reports and provide time limits for submission of reports.

SECTION 303 – PERMITS ISSUANCE

303.1 Issuance. The application, plans, specifications, computations and other data filed by an applicant for permit shall be reviewed by the Building Official. Such

plans may be reviewed by other departments of this jurisdiction to verify compliance with any applicable laws under their jurisdiction. If the Building Official finds that the work described in an application for a permit and the plans, specifications, and other data filed therewith conform to the requirements of this Code and the technical codes and other pertinent laws and ordinances, and that the fees specified in Section 304 have been paid, the Building Official shall issue a permit therefor to the applicant.

When the permit is issued where plans are required, the Building Official shall endorse in writing or stamp the plans and specifications APPROVED. Such approved plans and specification shall not be changed, modified or altered without authorization from the Building Official, and all work regulated by this Code shall be done in accordance with the approved plans.

The Building Official may issue a permit for the construction of part of a building, structure or building service equipment before all of the plans and specifications for the entire building, structure or building service equipment have been submitted or approved, provided adequate information and detailed statements have been filed complying with all pertinent requirements of the technical codes. The holder of a partial permit shall proceed without assurance that the permit for the entire building, structure or building service will be granted.

303.1.1 Plan Review in the Case of Code Updates. Plan review for repetitive plans reviewed under a particular edition of the International Building Code or International Residential Code is valid for the period during which that edition is in effect. Plans must be resubmitted within 6 months after the adoption of a more recent edition of either Code, as applicable. Plan review for non-repetitive plans is valid for 6 months after approval. Unless permits are issued within that period, plans must be re-reviewed under the then-current International Building Code or International Residential Code, and new plan review fees paid. For purposes of this Section, "repetitive plans" refer to model building plans for a dwelling or other building from which two or more buildings are to be built without substantial modifications, as determined by the Building Official, where model building plans are submitted by any one building contractor during the period of time in which the Code edition under which the plans were approved by the Building Official are in effect.

303.2 Retention of Plans. One set of approved plans, specifications and computations shall be retained by the Building Official for a period of not less than 90 days from the date of completion of the work covered therein; and one set of approved plans and specifications shall be returned to the applicant and shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress.

303.3 Validity of Permit. The issuance of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this Code or the technical codes, or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate

or cancel the provisions of this Code of other ordinances of the jurisdiction shall not be valid.

The issuance of a permit based on plans, specifications and other data shall not prevent the Building Official from thereafter requiring the correction of errors in said plans, specifications and other data, or from preventing building operations being carried on thereunder when in violation of these codes or of any other ordinances of this jurisdiction.

303.4 Expiration. Every permit issued by the Building Official with respect to work governed by the technical codes shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, as documented by an approved inspection, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days, as documented by an approved inspection. A qualifying approved inspection is a complete inspection that is passed for all aspects of the subject of the inspection and does not include "partial passed" inspections.

Any permittee holding an unexpired permit may apply for an extension of the time within which to commence work under that permit when the permittee is unable to commence work within the time required by this Section for good and satisfactory reasons. The Building Official may extend the time for action by the permittee for a period not exceeding 180 days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. An administrative fee as specified in the adopted fee schedule will be charged for permit extensions. The Building Official may extend a permit more than once, at his or her sole discretion. However, no such extension shall exceed a period of two (2) years. After two (2) years, approval of new permits shall be required with full fees paid each renewal period until the permit has received final inspection.

In order to renew action on a permit after expiration, the permittee shall request the renewal in writing. Permits that have not expired but the expiration is eminent and the contractor has requested an extension of time may be renewed in accordance with the provisions of this section. The written request to renew shall include a justification for the extension and proposed timeline for completion of the project. An administrative fee in accordance with the Department's adopted fee schedule, subject to labor cost increases, will be charged for <u>each</u> permit issued for the project that does not have an approved final inspection.

Permits that have not had a valid (approved or partial) inspection or work, has not begun within the prescribed 180 days or a previous permit extension has expired and a written request has been submitted for renewal with a justification and schedule for completion of the project may be renewed

A. If the request occurs more than 180 days or less than 1 year from the issuance date or last valid inspection. The renewal fee will be ½ of the original permit

fees assigned to the Building and Safety Department plus an administrative fee in accordance with the Department's adopted fee schedule, subject to labor cost increases, will be charged for each permit issued for the project that does not have an approved final inspection.

B. If the permit renewal request occurs 1 year or more from the issuance date of the permit or last valid inspection, the renewal fee shall be for full building permit fees assigned to the Building and Safety Department plus an administrative fee in accordance with the Department's adopted fee schedule, subject to labor cost increases, charged for each permit issued for the project that does not have an approved final inspection.

Large projects that are determined to require extensive information and research to determine the renewal of the associated permits shall be charged a "Research and Processing Fee," in accordance with the adopted fee schedule of the Department in addition to the renewal fees above. The determination of the need for this fee will be based upon size, cost, and complexity of the project. The information required for the administrative assessment for this fee shall include the following:

A. Permit Number
B. Issue Date
C. Valuation
D. Status
E. Fees Paid
F. Last Inspection Date
G. Number of inspection approved (completed or performed)
H. Projected number of inspections to complete the project
I. Expiration date
J. Labor cost/CPI increase
K. Any other information determined necessary by the Building Official for renewal

Projects that have not progressed for a period of 2 years or more may require, at the discretion of the Building Official, additional evaluation and consideration prior to the issuance of any permit to commence work. The additional evaluation may include, but is not limited to, a structural investigation and analysis by a State of Nevada Licensed Structural Engineer for the integrity of the structural components of the building in its current state, destructive testing of certain concrete or masonry work associated with the building, soil compaction testing for settlement, evaluation of steel structural elements both within the existing structure and stored on-site, evaluation of mechanical, electrical and plumbing systems by appropriate licensed professionals, and any other investigations and reports that the Building Official deems necessary to ensure the safety of the anticipated completion of the building. The owner shall pay all costs incurred to the Building and Safety Department in reviewing the required evaluations, investigations and reports.

303.5 Suspension or Revocation. The Building Official may, in writing, suspend or revoke a permit issued under the provisions of this Code and the technical codes when the permit is issued in error or on basis of incorrect information supplied, or in violation of any ordinance or regulation or the provisions of these codes.

304 FEES

304.1 General. Fees shall be assessed in accordance with the provisions of this Section and the fee schedules adopted in connection with this Administrative Code as amended by the City Council from time to time. Political subdivisions which by law are exempt from the payment of building permit fees are not exempt from:

1. The plan examination fees described in this Section 304;

2. Sewer connection fees; or

3. Any other development-related fee, except to the extent provided by law.

304.1.2 Fee-Related Definitions

For the purposes of this Section:

1. "New construction" refers to new construction, remodels and additions relating to the occupancies that are listed in Table No. 3-A, as adopted in connection with this Administrative Code.

2. "Included examination time," with respect to a project and the fees chargeable in relation thereto, means the amount of time (measured in hours and minutes) that the Building Official has estimated as necessary to compete the required review of plans by Building and Safety staff for compliance with applicable codes relating to the issuance of a building permit (plan examination). The plan examination fees that have been set with respect to any particular type of project are deemed to entitle the developer/contractor/owner of that particular project to a level of effort and service from the Building and Safety Department which reflects the "included examination time." The estimated hours of plan examination time are represented in the base plan check fee (calculated as the product of that number of hours and applicable hourly rate).

3. "Extraordinary examination time," with respect to a project and the fees chargeable in relation thereto, means the time necessary to conduct plan check that is in excess of the "included examination time" for that project.

4. "Included inspection time," with respect to a project and the fees chargeable in relation thereto, means the time (measured in hours and minutes) that the Building Official has estimated as necessary to complete the required inspections of the on-site construction work for completion of the project to a final Certificate of Occupancy or completion. The fees that have been set with respect to any particular type of permit

are deemed to entitle the developer/contractor/owner, of that particular project to a level of effort and service from the Building and Safety Department which reflects the "included inspection time." The estimated hours and minutes of building inspection time are represented in the base fee (calculated as the product of that number of hours and the applicable hourly rate).

5. "Extraordinary inspection time," with respect to a project and the fees chargeable in relation thereto, means the time necessary to inspect a project that is in excess of the "included inspection time" for that project.

6. "Substantial redesign" with respect to a project and the fees should a project be resubmitted that has been substantially redesigned as determined by the Building Official. The project shall be charged an additional full plan examination fee. Project may be required to pay extraordinary examination time should the review exceed the included examination time.

304.2 Plan Examination Fees

304.2.1 New Construction. For new construction, as defined in Subsection 304.1, the base plan examination fee for each type of permit shall be the applicable base plan examination fee as set forth in Table No. 3-A, determined with reference to the occupancy and the size basis thresholds listed therein. Such base fees, which are subject to adjustment in accordance with Sections 304.2.2 and 304.9, include plans examination to the extent represented in the "included examination time" that has been established by the Building and Safety Department for that project. Additional examination time (referred to as "extraordinary examination time") will be charged in accordance with Table No. 3-E.

304.2.2 Size-Based Adjustment to Base Plan Examination Fee. For new construction, as defined in Subsection 304.1, the applicable base plan check fee, determined with reference to the occupancy and the size basis threshold listed therein, shall be increased, in accordance with Table No. 3-B, by the amount that corresponds to the number of square feet by which the construction exceeds the amount of the applicable threshold base plan examination fee, taking into account the applicable construction type listed in the various table columns.

304.2.3 Other Construction. For construction other than new construction as defined in Subsection 304.1, the plan examination fee for each type of permit shall be as set forth in Table No. 3-E. Those fees, which are subject to adjustment in accordance with Section 304.9, include plans examination to the extent represented in the "included examination time" that has been established by the Building and Safety Department for that project. Additional examination time (referred to as "extraordinary examination time") will be charged in accordance with Table No. 3-E.

304.2.4 General Requirements

1. No separate plan examination fee shall be charged for repetitive permits for electrical, mechanical or plumbing work when all permits (building, electrical, mechanical, and plumbing) are sought on one application. When separate permits by trade area are requested, plan examination fees for electrical, mechanical and plumbing work for each permit shall be as set forth in the Notes to Table No. 3-D.

2. The plan examination fee for grading work shall be as set forth in Table No. 3-E.

3. If two or more buildings (residential dwellings) are to be built from a single model building plan without substantial modifications, as determined by the Building Official, and the model building plan is submitted by a building contractor while the Building Code under which the plans were approved by the Building Official are in effect, then:

a. The plan examination fees for each model building plan shall be charged per Table No. 3-B, plus an administrative fee in the amount specified in the adopted fee schedule.

b. An additional issuance fee for each subsequent use of that model plan (tract house) shall be paid, in the amount of an administrative fee specified in the adopted fee schedule.

4. The plan examination fees described in this Subsection 304.2 are separate and in addition to the permit fees described in Subsection 304.3 of this Section.

5. Where plans are incomplete or are changed so as to require additional plan examination, an additional plan examination fee shall be charged at the rate shown in Table No. 3-B and Table No. 3-E.

6. Where a permit has been issued, and subsequently the builder, owner or representative requests a change in the plan which would require the preparation of new permit documentation, along with any addition plan examination fees, an additional administrative fee shall be charged in the amount as specified in the adopted fee schedule.

304.2.5 Expiration of Plan Examination. Applications for which no permit is issued within 180 days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period not exceeding 180 days upon written request by the applicant showing that circumstances beyond the control of the applicant have prevent action from being taken. An application shall not be extended if this Code or any other

pertinent laws or ordinances have been amended subsequent to the date of application. In order to renew action on any application after expiration, the applicant shall resubmit plans and pay a new plan examination fee.

Plan examination for repetitive plans is valid for the period during which the Building Code under which plans were reviewed is in effect. Plans must be resubmitted within 6 months after the adoption of a more recent edition of the Building Code. A separate effective date may be establish for the adoption of a recent edition of the technical codes, however, the above submittal requirement for plans to be resubmitted shall be required in order to allow for permits to be issued under the more recent edition upon the effective date.

304.3 Permit Fees. The fee for each permit shall be provided in set forth in Table Nos. 3-A through 3-F, as adopted in connection with this Administrative Code and amended by the City Council from time to time.

304.3.1 New Construction. For new construction, as defined in Subsection 304.1, the base fee for each type of permit and the associated inspections shall be the applicable base fee as set forth in Table
No. 3-A, determined with reference to the occupancy and the size basis thresholds listed therein. Such base fees, which are subject to adjustment in accordance with Sections 304.2 and 304.9, include:

1. The fees for the associated mechanical, plumbing and electrical work;

2. Associated structural reviews; and

3. Inspections to the extent represented in the "included inspection time" that has been established by the Building and Safety Department for that project. Additional inspection time (referred to as "extraordinary inspection time") will be charged in accordance with Table No. 3-E.

304.3.2 Size Based Adjustment to Base Fee. For new construction, as defined in Subsection 304.1, the applicable base fee, determined with reference to the occupancy and the size basis thresholds listed therein, shall be increase, in accordance with Table No. 3-C, by the amount that corresponds to the number of square feet by which the construction exceeds the amount of the applicable threshold base fee, taking into account the applicable construction type listed in the various table columns.

304.3.3 Other Construction. For construction other than new construction, as defined in Subsection 304.1, the fee for each type of permit and the associated inspection shall be as set forth in Table No. 3-E. Those fees, which are subject to adjustment in accordance with Section 304.9, do not include necessary structural reviews, which shall be chargeable under Section 304.7, but do include;

1. The fees for the associated mechanical, plumbing and electrical work; and

2. Inspections to the extent represented in the "included inspection time" that has been established by the Building and Safety Department for that project. Additional inspection time (referred to as "extraordinary inspection time") will be charged in accordance with Table No. 3-E.

304.3.4 Mechanical/Plumbing/Electrical Work Only. For work that is limited to mechanical, plumbing, or electrical, the fee for each type of permit and the associated inspections shall be as set forth in Table No. 3-D. Those fees, which are subject to adjustment in accordance with Section 304.9, do not include necessary structural reviews, which shall be chargeable under Section 304.7, but do include inspection to the extent represented in the "included inspection time" that has been established by the Building and Safety Department for that project. Additional inspection time (referred to as "extraordinary inspection time") will be charged in accordance with Table No. 3-E.

304.5 Investigation Fees: Work without a Permit.

304.5.1 Investigation. Whenever work for which a permit is required by this Code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

304.5.2 Fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this Code. The minimum investigation fee shall be the same as the minimum fee set forth in Table No. 3-E. The payment of such investigation fee shall not exempt an applicant from compliance with all other provisions of either this Code or the technical codes nor from the penalty prescribed by law. Additional building permit fees as outlined in Section 301.1 of this Administrative Code may be imposed by the Building Official.

304.6 Fee Refunds. The Building Official may authorize refunding of a fee paid hereunder which was erroneously paid or collected. The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee or designer not later than 180 days after the date of payment, except as described below. Administrative issuance fees and Zoning requirement review fees collected on behalf of the Planning Department shall not be refunded.

304.7 Plan Examination Fees. The Building Official may authorize the refunding of not more than 80 percent of the plan examination fee paid when no plan examination time has been expended on the application other than processing. The Building Official shall not authorize the refunding of any plan examination fee when any examination time has been expended.

304.8 Building Permit Fees. The Building Official may authorize refunding of not more than 80 percent of any building or technical permit fee paid when no work has been done or before any inspection time has been expended under a permit issued in

accordance with this Code and when the request for a refund is received within 180 days of the payment of any permit fees. The Building Official shall not authorize the refunding of any fee paid when work has been performed or any inspection time has been expended.

304.9 Fee Increases. Unless otherwise determined by future action of the City Council, all fees set forth in Table Nos. 3-A through 3-F shall be increased on July 1, 2015 by a multiplier equal to the percentage increase in the Western Urban Non-seasonally Adjusted Consumer Price Index, as published by the United States Department of Labor.

304.10 Reserved.

304.11 Moving Permit Fees. For moving a building or structure, the fee shall be as set forth in Table No. 3-E.

304.12 Demolition and Related Permit Fees. The fee for any demolition permit and related sewer investigation permit, as set forth in Table No. 3-E, shall be paid at the time of issuance of the permit and prior to any demolition work being done by the permittee. The fee must be paid for each permit required by or described in Subsection 301.6.

304.13 Other Fees. See Table No. 3-E and 3-F. In addition to listed fees, a research and processing fee of $500.00 that shall be charged to large projects requesting permit renewals. Large projects will be determined by the Building Official dependant on size and complexity of the project.

304.14 Interpretation of Fee Tables. In connection with certain items of work or construction (or combinations of such items), it may be necessary to consult more than one fee table in order to determine the amounts of all applicable fees. The determination of which fee table or fee tables apply in any particular case shall be within the discretion of the Building Official or his designee.

SECTION 305 – INSPECTIONS

305.1 General. Construction or work for which a permit is required shall be subject to inspection by the Building Official and the construction or work shall remain accessible and exposed for inspection purposes until approved by the Building Official. In addition, certain types of construction shall have continuous inspection as specified by Chapter 17 of the International Building Code.

305.5 Required Building Inspections. All work regulated by this Code and the technical codes must be inspected and approved before being covered or concealed, and finished work must be inspected and approved before occupancy. The sequence and types of required inspections will be indicated on the inspection report card. The absence of such indication shall not be deemed to waive any inspection requirement.

The Building Official, upon notification, shall make inspections that may include, but are not limited to, the following, and shall either approve that portion of the construction as completed or shall notify the permit holder or his agent of construction that fails to comply with this Code or the technical codes:

1. **Foundation inspection.** To be made after excavations for footing are complete and required reinforcing steel is in place. For concrete foundations, required forms shall be in place prior to inspection. All materials for the foundation shall be on the job, except when concrete is ready-mixed in accordance with approved nationally recognized standards, the concrete need not be on the job. When the foundation is to be constructed of approved treated wood, additional inspections may be required by the Building Official.

2. **Concrete slab or under-floor inspection.** To be made after in-slab or under-floor building service equipment, conduit, piping accessories and other ancillary equipment items are in place but before any concrete is placed or floor sheathing installed, including the subfloor.

3. **Frame inspection.** To be made after the floor, framing, fire blocking and bracing are in place and all pipes, chimneys and vents are complete and the rough electrical, plumbing, and heating wires, pipes, and ducts are installed.

4. **Lath and/or wallboard inspection.** To be made after lathing and wallboard, interior and exterior, is in place but before plaster is applied or before wallboard joists and fasteners are taped and finished.

5. **Final inspection.** To be made after finish grading and the building is completed and ready for occupancy.

SECTION 306 AND 307 (RESERVED)

SECTION 308 – CONNECTION TO UTILITIES

308.1 Energy Connections. Persons shall not make connections from an energy source, fuel or power to building service equipment which is regulated by the technical codes and for which a permit is required by this Code, until approved by the Building Official.

308.2 Temporary Connections. The Building Official may authorize the temporary connection of the building service equipment to the source of energy, fuel or power for the purpose of testing building service equipment, or for use under a temporary Certificate of Occupancy.

308.3 Construction Power. The Building Official may authorize temporary construction power, which is a privilege granted solely for convenience.

308.4 Revocation of Temporary Connection or Construction Power. Temporary connections of construction power may be revoked, upon written notice, for the use of temporary construction power for permanent occupancy, and may be revoked with or without notice for tampering with the electrical service panel in violation of the National Electrical Code and utility company requirements, or in the event work is suspended or abandoned as described in Subsection 303.4.

SECTION 309 – CERTIFICATE OF OCCUPANCY

309.1 Use or Occupancy. Except as otherwise provided in this Section 309, no building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made, until the Building Official has issued a Certificate of Occupancy therefor as provided herein. Issuance of a Certificate of Occupancy shall not be construed as an approval of a violation of the provisions of this Code or of other ordinances or codes adopted by this jurisdiction.

309.2 Certificate Issued. After the Building Official inspects a building or structure and finds no violations of the provisions of this Code or other laws which are enforced by the code enforcement agency, the Building Official shall issue a Certificate of Occupancy which shall contain the following:

1. The building permit number.

2. The address of the building or structure.

3. The name and address of the owner.

4. A description of that portion of the building for which the certificate is issued.

5. A statement that the described portion of the building or structure has been inspected for compliance with the requirements of this Code for the group and division for which the proposed occupancy is classified.

6. The name of the Building Official.

7. The edition of the code under which the permit was issued.

8. The use and occupancy, in accordance with the provisions of the code in effect at the time that the certificate was issued.

9. The type of construction of the building or structure.

10. The design occupancy load of the building or structure.

For the purposes of this Code and associated technical codes whenever an existing building is determined to have received a building permit but never been issued a Certificate of Occupancy the following shall be required to determine a minimal level of compliance with the appropriate codes:

- A site investigation shall be performed by an appropriate inspector to review the compliance of the building with the codes in effect at the time the building was constructed.

- Any deficiencies in code compliance will be identified by the inspector in writing and provided to owner/representative/tenant of the building with a 30 day notice to address such deficiencies.

- Upon correction of the deficiencies a Certificate of Occupancy will be issued.

Buildings for which no record of a permit can be provided by either the owner or found in the Building Department records, the following shall apply:

- An application for a Certificate of Occupancy shall be submitted by the property owner that includes:

    - The date of the original construction of the building;
    - The proposed use of the building at the time of original construction;
    - The current use of the building and portions thereof;
    - A floor plan with sufficient detail to indicate the size and use of all portions of the building.

- The performance of a site investigation by an appropriate inspector to review the building's compliance with applicable codes in effect at the building was constructed. Such inspection shall be primarily focused upon life safety issues such as, but not all inclusive, fire exiting; handicapped accessibility; emergency lighting; proper identification of building address, exposed electrical fixtures, outlets, connections, etc.; fire alarms and suppression systems (if applicable); ventilation, heating, cooling, and plumbing, etc.

- As a result of the site investigation further inspection may be required by the inspector for electrical wiring and plumbing within the existing walls necessitating removal of existing wall coverings in locations specified by the inspector to determine the adequacy of those installations.

- Written notice to the owner, representative, or tenant identifying deficiencies in compliance with the applicable codes in effect at the time the building was constructed and requiring actions be taken within a specified time to address such deficiencies as approved by the Building Official.

- Upon correction of the deficiencies a Certificate of Occupancy will be issued.

Where it has been determined that the current use or occupancy of an existing building has changed to a more hazardous use or occupancy of an existing building has changed to a more hazardous use or occupancy from the original construction, the Building Official may require that a new Certificate of Occupancy be obtained in accordance with the applicable provisions of Section 202.6, 202.7 and 301.9 of this Code as determined by the Building Official.

Based upon the provisions of this section the use, in general, of the building by the present occupancy may continue while the above activities are performed. However, any immediate danger to public safety that is identified upon the property may require a cessation of use or occupancy of the property until such deficiency is corrected.

309.3 Certificate of Completion. Upon the request of the owner or owner's representative only, the Building Official may issue a Certificate of Completion for those projects that have successfully completed all required inspections but which do not necessarily require occupancy or permission to occupy, or which in the opinion of the Building Official do not need a new Certificate of Occupancy. Examples of projects for which a certificate of completion may be issued include, but are not limited to: shell buildings, carports/canopies, trash enclosures, shade structures, cell towers, storage sheds, patio covers, tenant improvements in speculative suites or spaces, tenant improvement with no change in square footage of the space or building currently occupied with a Certificate of Occupancy.

An administrative fee in the amount specified in the adopted fee schedule shall be paid prior to the issuance of a Certificate of Completion.

309.4 Temporary Certificate. If the Building Official finds that substantial hazard will not result from occupancy of a building or portion thereof before the same is completed, a temporary Certificate of Occupancy for the use of the portion or portions of a building or structure may be issued prior to the completion of the entire building or structure. The Building Official may impose conditions as part of the issuance of a temporary Certificate of Occupancy as may be deemed necessary by the Building Official to ensure the safe occupancy of the building(s) and safe access to the building(s). In addition, the Building Official may impose a time limit on a temporary Certificate of Occupancy. Should a temporary Certificate of Occupancy expire, the building may require that the certificate be renewed or that the premises be vacated until such time as the Certificate of Occupancy has been obtained. An application shall be made and a fee as outlined in the adopted fee schedule shall be charged for a Temporary Certificate and any extension thereafter.

309.5 Posting. The Certificate of Occupancy shall be posted in a conspicuous place on the premises and shall not be removed except by the Building Official.

309.6 Suspension or Revocation. The Building Official may, in writing, suspend

or revoke a Certificate of Occupancy or temporary Certificate of Occupancy issued under the provisions of this Code when the certificate is issued in error, or on the basis of incorrect information, or when it is determined that the building or structure or portion thereof is in violation of an ordinance, regulation or provisions of this Code.

309.7 Utilities. Upon revocation of a Certificate of Occupancy or temporary Certificate of Occupancy, the Building Official may order the disconnection or discontinuance of utility services upon at least 3 days written notice to the owner and occupant.

Chapter 4

PROVISIONS RELATING TO THE PLUMBING CODE

Section 401 – GENERAL REQUIREMENTS AND PROHIBITIONS

In connection with the provisions of this Administrative Code and enforcement of the Uniform Plumbing Code, as adopted by the City, the provisions set for in Sections 401 to 408 inclusive shall also apply.

A. It is unlawful for any person to conduct, carry or engage in the business of plumbing or act in the capacity of a plumbing contractor without first having obtained a license from the State of Nevada Contractor's Board to carry on the trade of plumbing.

B. It is unlawful for any person to conduct, carry on or engage in the business of installing, altering or repairing sewers or private sewage disposal systems without first having obtained a license from the State of Nevada Contractors Board to carry on the trade of plumbing.

C. The minimum job site requirement for an individual leading or directing the installation of plumbing shall be a Southern Nevada licensed journeyman plumber.

EXCEPTION: Apprentices and helpers.

D. Contractors and their employees engaged in the construction of underground utility lines, as described in that Section, are exempt from provisions of this Chapter requiring a Certificate of Qualification, but such contractors must possess both valid State Contractor's License and a City business license to carry on the business of contracting, as distinct from engaging in the business of plumbing.

SECTION 402 – DEFINITIONS AND QUALIFICATIONS OF CONTRACTORS AND PLUMBERS.

A. A Plumbing Contractor is a person who holds a license from the State of Nevada Contractors Board and a business license from the City to carry on the trade of plumbing.

B. A licensed Journeyman Plumber is a person who has successfully passed an examination issued by an approved agency in Clark County.

C. A Qualified Individual or QI is a person who has passed an appropriate examination(s) of the State of Nevada Contractors Board subsequent to July 1, 1985, and otherwise meets the qualifications of, and has been accepted by, the State of Nevada Contractors Board as a Qualified Individual in one or more of the subcategories of plumbing contracting (or as appropriate to the work to be permitted) after July 1, 1985.

SECTION 403 – PERMITS - WORKSITE REQUIREMENTS

A. Permits may be issued to plumbing contractors having a State of Nevada Contractor's license and City business license for any plumbing or drainage work regulated by the Uniform Plumbing Code.

B. Permits may be issued to any properly licensed person to install, alter or enlarge irrigate systems, providing that required backflow prevention devices are installed to existing water lines.

C. Permits may be issued to licensed fire sprinkling contractors or licensed plumbing contractors for the installation of automatic fire extinguishing systems, provided that all work conforms to the requirements of the most recent edition of the National Board of Fire Underwriters Standard #13.

D. Permits may be issued to any person to do plumbing or drainage work regulated by the Uniform Plumbing Code in a single family dwelling used exclusively for living purposes, including the usual accessory buildings or quarters in connection with such buildings, provided that such person is the bona fide owner of such dwelling and accessory buildings or quarters, and the same are occupied or designated to be occupied by said owner.

E. A permit may be issued for the original installation of permanent and rental water softening equipment, provided the work done involves only minor changes in the existing water lines. Every application for a permit shall be accompanied by a sketch or drawing of the proposed installation. The person making the installation, at a minimum, must have successfully passed an examination given by an approved agency for a limited certificate of competency, permitting the holder to make minor changes in the present water system to install only permanent and rental water softening equipment. If the installation involves connecting to the drainage system, this work must be done by a certified plumber unless the building is provided with a drain connection suitable for the purpose of connecting a water softener. For purposes of this paragraph, "minor changes" in the water system shall be construed to mean that no more than one cut into the existing water lines will be required.

F. A permit may be issued to any general engineering contractor, or to any sewer, sewage disposal, drain and pipe-laying contractor, pipeline contractor or industrial piping contractor licensed by the State of Nevada, for work within that contractor's respective specialty or specialties, for the construction and installation of sewer, water, or other underground utility lines on private or public property up to a point not less than five (5) feet from the building and, with respect to a manufactured home or recreational vehicle park, for installation of pipeline systems in accordance with approved plans.

G. A permit may be issued to any refrigeration or air conditioning contractor who holds both a valid State of Nevada Contractor's License, Classification C-21 (a) or (b), and a valid business license issued by the City, to install gas piping which is directly related and necessary to the repair or replacement of a refrigeration, heating or air conditioning system, not exceeding 500,000 BTUH per permit (based on natural gas input). The permittee shall only use qualified workers who have met City requirements for installation of gas lines. The permittee shall not modify or alter any gas piping except for that gas piping allowed by this Subsection.

H. At least one licensed Journeyman Plumber must be on any job site while work is being performed.

SECTION 404 – PLAN PREPARATIONS AND CALCULATION
The plumbing contractor shall be responsible for design and conformance with this Code for plans and calculations that are not stamped with the seal of an architect or engineer who is responsible for the work, The plumbing contractor shall provide on any plans a title block which includes the plumbing contractor's company and individual names and the State Contractor's License Number.

EXCEPTION: An owner-builder may prepare plans for the owner-builder's own home. An owner-builder shall provide a title block and sign the building plans.

SECTION 405 – OCCUPANCY FEES FOR SEWER CONNECTION (See Chapter 14.04 of the Las Vegas Municipal Code for Schedule of Fees.)

Occupancy fees for sewer connection shall be due at the time of issuance of building permit or occupancy change. An application for occupancy change shall include the deposit for any additional fees that required to be paid. Credit for existing sewer shall be applied to the new sewer fees based on previous type of occupancy and only when the new occupancy requires an additional fee. One percent (1%) of the sewer connection fee may be collected by the Building Enterprise Fund to cover the administration of the sewer connection program. The Building Official may authorize the refunding of sewer connection fees which are erroneously paid or collected and in instances where construction is not performed. All applications for refunds must be filed in writing by the original permittee not later than 180 days after the date of payment, unless authorized by the City Manager or designee. All refunds are subject to an

administrative fee to cover the processing of permits and refund applications. The administrative fee shall be as outlined in the adopted fee schedule or twenty percent (20%) of the total connection fee, whichever is less.

SECTION 406 – SEWER TRUNK EXTENSIONS AND OVERSIZING REFUNDING AGREEMENTS

A. Sewer trunk extensions and oversizing necessary to serve real property within the City which is incapable of being served by existing sewer trunks may be installed pursuant to refunding agreements, at the discretion of the Director of Public Works, in accordance with the following procedures:

1. An applicant for a "sewer extension" refunding agreement will file an application with the Department of Public Works, accompanied by an approved design of the proposed installation.

2. When a "sewer oversizing" refunding agreement is required, the Department of Public Works shall designate the sizing for the proposed trunk extension; the depth at which it shall be installed; the number, location and type of appurtenances to be included therein; and the location of the area from which the refund therefore will be derived. Two designs shall be prepared for the project, an oversizing design and a base design meeting the capacity needs of the development. Both designs shall have matching pipe crown elevations.

3. Upon receipt of approved design plans, the applicant shall submit to the Department of Public Works at least three (3) written bids (sealed) from licensed sewer contractors for the construction of the proposed sewer extension in accordance with the approved plans therefore; provided, however, that the Director of Public Works, at his discretion and upon good cause shown, may waive the requirement of those written bids.

4. Sewer refunding agreements are based on the lowest responsible bid. Oversizing costs are based on the lowest cost differential between the oversizing design bid and the base design bid. Reimbursable extension costs are based on the lowest bid minus the oversizing costs. Costs involving rock or hard material excavation shall not be included in the original refunding agreements. If the developer encounters rock or hard material excavation, the developer shall notify Off-site Inspection and Testing who will document the amount of hard material excavation encountered. The developer may request an amendment to the agreement based on the amount of hard material excavation encountered. As a prerequisite for City consideration for payment for rock or hard material excavation, notification will be provided to the City prior to commencement of work.

5. Any sewer trunk extension and appurtenant installation under a refunding agreement shall conform to Design and Construction Standards for Wastewater Collection Systems then in force in the City, and shall be subject to the

acceptance by the City prior to the use thereof.

6. "As built" plans of said installation shall be filed with the Department of Public Works upon the completion of construction of any such sewer trunk extension. Recovery of extension costs shall apply only to that portion of the extended sewer trunk in excess of two hundred (200) feet from its connection to the existing sewer trunk (the "trunk extension subject to refunding") and terminating at the nearest point of the development. The amount recoverable thereunder shall be as specified in the agreement but not to exceed ninety-five (95%) of the amount, based on the lowest acceptable bid, actually expended by the applicant, after any appropriate adjustment in cost, in the construction of the trunk extension subject to refunding; provided, however, that the cost resulting from any oversizing of such extended sewer trunk at the request of the City shall be pursuant to separate agreement and shall be paid after the acceptance by the City of such extended sewer trunks, or as specified in the agreement.

B. Unless otherwise provided by agreement, refunds pursuant to each refunding agreement shall be made by the City on or before the anniversary date of the refunding agreement in each year on the basis of and shall be limited to $125.00 for each sewer connection fee received during the preceding 12 months from properties adjacent to the limits of the extension agreement. The right to any refund thereunder shall expire on the tenth anniversary of the execution of such agreement. In no event shall the aggregate refund to be made under any such refunding agreement ever exceed ninety-five percent (95%) of the costs expended by the applicant in connection with the installation of the trunk extension subject to refunding.

C. Unless otherwise specified by agreement, refunds associated with sewer extensions and reimbursements associated with oversizing shall be made to the applicant.

SECTION 407 – FEES
Fees related to plumbing permits and plumbing work shall be as set forth in Table Nos. 3-A and 3-C.

Chapter 5

PROVISIONS RELATING TO THE MECHANICAL CODE

SECTION 501 – GENERAL REQUIREMENTS
In connection with the provisions of this Administrative Code and enforcement of the Uniform Mechanical Code the provisions which are set forth as Sections 501 to 504 inclusive shall apply.

SECTION 502 – LICENSING.
Any person, firm or corporation engaged in the business of installing, repairing, servicing, maintaining or improving heating and air conditioning equipment or ductwork

in the City shall first secure a State of Nevada Contractor's License and a City business license. Those licenses must be kept valid as long as the licensee is engaged in any business described in this section.

SECTION 503 – QUALIFIED PERSONS.

A. It is unlawful for any person to install, alter, reconstruct, repair or maintain any heating, ventilating, air conditioning or refrigeration equipment or evaporative cooler or cooling tower as described in this Code, unless such person is a qualified person or a regular salaried employee of a qualified person, in which latter case the qualified person shall be responsible for all work done by such employee.

B. The term "qualified person" shall be deemed to mean a person, firm or corporation holding both a valid contractor's license issued by the State of Nevada and a valid City business license, or a person who qualifies under Subsection (C) of this Section.

C. Any permit required by this Code may be issued to any person doing any construction or work regulated by this Code in a single family dwelling used exclusively for living purposes, including usual accessory buildings and quarters in connection with such single family dwelling, provided that:

1. Such person is a bona fide owner of such dwelling, accessory building and quarters;

2. The same are occupied by or intended to be occupied by such owner;

3. For the installation of any equipment, such owner applies for and obtains a permit for such construction work; provided, however, that no permit will be required for the repair, service or maintenance of existing equipment.

SECTION 504 – FEES.
Fees related to mechanical permits and mechanical work shall be in accordance with Fee Table No. 3-A and 3-C.

Chapter 6

FALLOUT SHELTERS

SECTION 601 – DEFINITIONS
For the purpose of this Chapter the following words or phrases shall be construed to mean as follows:

"Barrier" means an object placed between the fallout and any individual.

"Codes" Other codes referred to herein will be the local codes of the City

governing buildings, electrical wiring, plumbing, heating, air-conditioning, etc.

"OCD" means the Office of Civil Defense, herein referred to as the local office, state office or national office.

"Private shelter" means a shelter built for the use of an individual and his family.

"Protection factor" means the relative reduction in the amount of radiation that would be received by an individual in a protected location, compared to the amount he would receive if he were unprotected.

"Public shelter" means a shelter available to the general public.

"Reduction factor" means the reciprocal of the protection factor.

"Shelter" or "fallout shelter" means a room, shed, house, accessory building or other covering device to protect occupants from fallout with a minimum protection factor of one hundred.

"Shelter categories" means the letter designation of shelters with a certain protection factor as listed below:

Category	Protection Factor
A	1,000 or greater;
B	250 to 1,000;
C	100 to 250.

"Shielding" means the mass of a barrier expressed in pounds per cubic foot, or it may be expressed as "mass thickness" which would be shown as pounds per square foot.

SECTION 602 – BUILDING PERMIT—REQUIRED.

It shall be unlawful for any person to construct, alter, remove or demolish, or to commence the construction, alteration, removal or demolition of, a fallout shelter without first obtaining a building permit from the Building Official.

SECTION 603 – BUILDING PERMIT—APPLICATION.

A. An application for such permit shall be submitted in such form as the Building Official may prescribe. Such application shall be made by a contractor holding a valid State and City license or the owner who will do his own construction after obtaining the required owner/builder permit. Such application shall contain the full names and addresses of the applicant and/or the owner, and if the owner is a corporate body, of its responsible officers. Such application shall describe the proposed work and shall give such additional information as may be required by the Building Official for a proper understanding of the proposed work.

B. Applications for permits for fallout shelters shall be accompanied by one copy each of calculations and specifications and two copies of the plans, which shall be sufficient in detail to show the following:

1. Plot plan showing all buildings on the property and location of the shelter from these buildings and the property lines;

2. Shelter dimensions, footings, walls, roof, floor and the types of material to be used;

3. Waste disposal system;

4. Ventilating system;

5. Water system;

6. Power system.

SECTION 604 – BUILDING PERMIT—FEES.
The fees charged for the issuance of a permit to construct a shelter in the City shall be as stated in those codes governing the applicable portions of construction. The valuation of the shelter shall be as determined by the Building Official.

SECTION 605 – BUILDING PERMIT—ISSUANCE.
If, after examination, the Building Official finds the application to be in compliance with the law and ordinances applicable and the proposed construction or work will be safe and adequate, he shall approve such application and issue permit for the proposed work as soon as is practicable. If his examination reveals otherwise, he shall reject such application noting his findings in a report to be attached to the application.

SECTION 606 – BUILDING PERMIT—REVOCATION.
The Building Official may revoke a permit issued under the provisions of this Chapter in the event he finds that there has been any false statement or misrepresentation as to a material fact in the application or plans on which the permit was based.

SECTION 607 – CONFORMANCE TO PERMIT APPLICATION.
All work performed under a permit issued by the Building Official under this Chapter shall conform to the approved application and plans. It shall be unlawful to reduce or increase the area or construction provided in an application hereunder.

SECTION 608 – PLANS NOT TO AFFECT PROVISIONS.
Any plans not showing all the requirements of the granting of a permit upon plans submitted shall not be construed as constituting a waiver of any provision of this Chapter or of sanctioning of any violation thereof.

SECTION 609 – BUILDING CODE CONFORMANCE.
Fallout shelters, under the Building Code, shall be considered as a Group J occupancy when they are under one thousand square feet in area. If the shelter is over one thousand square feet, it shall be considered a Group I occupancy. All other

requirements of the Building Code shall be met except for doors and windows which shall be as listed in this Chapter.

SECTION 610 – ELECTRICAL WIRING.
The electrical wiring shall conform to the electrical provisions set forth in the Electrical Code.

SECTION 611 – PLUMBING—CHEMICAL TOILETS.
In private family shelters the gross floor area of the shelter shall be figured at a minimum of fifteen square feet per person. In public shelters, or those for short-term occupancy, the gross floor area shall be figured at a minimum of twelve square feet per person.

SECTION 612 – ZONING CONFORMANCE—BELOW-GROUND LOCATION.
A. All shelters built above ground shall conform to the provisions of all zoning ordinances pertaining to main buildings or accessory buildings, whichever shall apply.

B. All shelters built below ground, other than those in an existing basement, shall be no closer to a building line or a property line than the depth of the shelter's footing below grade except the shelter may be moved closer to a building line, or property line, if satisfactory evidence is submitted to show that no damage to the building or adjacent buildings will occur, or any other hazardous or unsafe condition will be created.

SECTION 613 – STRUCTURAL LOAD DESIGN.
All structural parts of the shelter, including footings, walls, floors, columns, beams, and roof, shall be designed in accordance with the Building Code using the required dead load and live load as to the building type or its use. The various detail drawings as issued by the local OCD showing installation details of particular fallout shelters shall be considered as meeting the intent of this Chapter.

SECTION 614 – AREA.
In private family shelters the gross floor area of the shelter shall be figured at a minimum of fifteen square feet per person. In public shelters, or those for short-term occupancy, the gross floor area shall be figured at a minimum of twelve square feet per person.

SECTION 615 – VENTILATION.

A. The ventilation equipment, duct work and allied piping shall conform to the provisions set forth in the Heating, Ventilating, Air Conditioning and Refrigeration Code, except the ventilation requirements shall be as listed in Subsection (B) of this Section.

B. To maintain an acceptable concentration of carbon dioxide and oxygen in any shelter, a minimum amount of three cubic feet of air per minute per person should be introduced into the shelter based on the area requirements. If this is not practicable

one of the following shall be used:

1. If no mechanical ventilation is available, a net volume of five hundred cubic feet per person shall be used for estimating the capacity of any shelter.

2. If the mechanical ventilation does not supply three cubic feet per minute, the following table shall be used to determine the capacity of the shelter by a volume-space basis.

Air Supply (cubic feet per minute)	**Volume per Person (cubic feet)**
2.95	65
2.86	100
2.5	150
2.0	200
1.5	300
1.0	400
0.75	450
0.5	500

All others use 500 cubic feet as in (1) above

SECTION 616 – STAIRWAYS AND STEPS.

A. Public Shelters.

1. The minimum width of stairways in public shelters shall be as in the table below:

Occupant Load of Shelter (persons)	**Width of Stairway (inches)**
10 or less	30
10 to 50	36
More than 50	44

2. The handrails in public shelters may extend into the width listed in Paragraph (1) of this Subsection. The rise of every step shall not exceed eight inches and the tread shall not be less than ten inches. There shall be no more than twelve feet vertically between landings. Headroom on the stairway should be not less than six feet and six inches measured vertically from the nose of a step. Ramps may be used in lieu of a stairway when practical.

B. Private Shelters. The stairways or steps used in private shelters shall be practical for the site and situation of the shelter with respect to other buildings. A ship's ladder or other type of device may be used to gain entry into the shelter, provided it does not create a hazard and can be used quickly and effectively.

SECTION 617 – DOORS AND WINDOWS.

A. Doors within the shelter should be airtight and weatherproof. Outside doors leading to or from the shelter should be of an exterior type. Doors from public shelters leading to the inside of a building shall be at least a one-hour fire-resistive door.

B. Windows shall not be allowed in the shelter area.

SECTION 618 – PUBLIC SHELTER ENTRANCE AND EXIT MARKING.

Entrances to public shelters shall be marked in such a manner that it can be easily discernible, such as by the use of a two-colored sign with an arrow showing the direction to the entrance and the letters to be three inches high. The exit from this shelter should be marked in a like manner.

SECTION 619 – ENTRYWAY BAFFLE WALL.

The entryway to all shelters should be at right angles to the stairway and a baffle wall should be used to shield this entryway. The baffle wall shielding should be at least one-half the mass thickness of the exterior walls of the shelter.

SECTION 620 – MATERIALS.

The materials used in the shelter may be of any type desired; however, these materials must meet the strength and protective requirements of the Building Code.

SECTION 621 – WATERPROOFING.

All shelters built in existing basements and those built underground shall be adequately protected against water seepage. This protection shall be by waterstops, exterior coatings or their equivalent and shall be used whenever groundwater or runoff water is known or found to be in the shelter site.

SECTION 622 – MASS THICKNESS—PROTECTION FACTOR.

The mass thickness or weight of the material to be used in the shelter shall determine the protection factor of the shelter. This information may be obtained from the local OCD, or the table that follows may be used as a guide. The protection factor of any fallout shelter shall be applied as its use requires. The mass thicknesses of various materials are to be as determined by the local OCD.

Shelter Category	**Mass Thickness (pounds per square foot of area)**					
	Above "ground" line* (inside or outside of buildings)		**Below "ground" line (inside buildings, basements, etc.)**		**Below "ground" line (outside buildings, underground shelters)**	
	Roof	**Walls**	**Roof**	**Walls**	**Roof**	**Walls**
C	130-180	210-	120-165	120-	130-180	120-

		255		165		165
B	180-240	255-320	165-225	165-225	180-240	165-225
A	240 and more	320 and more	225 and more	225 and more	240 and more	225 and more

* If the floor of the shelter is above the first floor of a building, the floor must have a mass thickness equal to the roof.

SECTION 623 – INSPECTION.
All portions of the construction of the shelter shall be inspected by the Building Official or his representative to ensure compliance with the required codes of the City. A final inspection to allow occupancy cannot be made until the shelter is complete and all operating parts are functioning correctly.

SECTION 624 – VIOLATION—CORRECTION NOTICE.
Whenever the Building Official finds that construction or work in connection therewith, the erection or construction or alteration, execution or repair of which is regulated, permitted or forbidden by this Chapter, is being erected, constructed, altered or repaired in violation of the requirements of this Chapter, or in violation of a detailed statement or plans submitted and approved hereunder, or of a permit issued hereunder, he may serve a written notice upon the responsible person directing discontinuance of such illegal action and the correction of the condition which constitutes a violation of the provisions of this Chapter. In the event that, within the specified time to comply, the notice has not been complied with, the Building Official shall institute an appropriate action or proceeding at law to restrain, correct, or remove such violation or the execution of work thereon.

Chapter 7

HOUSING SECURITY

SECTION 701 – SCOPE
The requirements set out in this Section shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

SECTION 702 – ENTRANCE DOORS DIRECT TO OUTSIDE
These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts operable without key from the inside shall be provided on all housing unit entrance doors.

(C) Double entry doors: The active leaf shall be equipped as above. The inactive leaf shall be equipped with flush bolts at head and sill.

SECTION 703 – MULTI-UNIT BUILDINGS

The requirements of this Section shall apply to all buildings containing multi-unit housing where the units are accessible only through the building entrances. Unattended building entrances, including rear, service, garage-to-exterior, and garage-to-building, shall be self-closing, self-locking, and equipped with a dead-locking latch.

SECTION 704 – RESPONSIBILITY

Responsibility for compliance with the requirements of this Chapter shall be as follows:

(A) As to buildings occupied by a business establishment which does not share the exterior openings of such building with any other business establishment, the person operating such business shall be responsible.

(B) As to the buildings occupied by two or more business establishments which share the use of exterior openings of such building, the owner of said building, or his agent having charge, care or control of such building shall be responsible.

(C) As to single-family dwellings, the person owning such building shall be responsible.

(D) As to buildings used for permanent or transient residential units, the owners of the building shall be responsible.

(E) As to buildings used for permanent residential units wherein the units are individually owned, these individuals shall be responsible for their unit and the building itself shall be the responsibility of the agent in charge of the building.

SECTION 705 – THROW OF DEAD BOLTS

A dead bolt shall be so constructed as to have a minimum throw of three-fourths of an inch.

City of Las Vegas
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Building & Safety Department

Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 7, 2014*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fee	Inspection/Permit Fee
			1,000	$401	$1,081
			4,000	$1,001	$2,580
1	A-1	Assembly Group: Theaters (Plays) - Complete	10,000	$2,132	$5,161
			20,000	$4,018	$7,909
			50,000	$8,934	$9,903
2	-	[unused]	-		
			250	$61	$228
			1,000	$120	$375
3	A-1	Assembly Group: Theaters - TI	2,500	$240	$679
			5,000	$387	$1,048
			12,500	$697	$1,821
			2,000	$642	$1,607
			8,000	$1,828	$4,434
4	A-2	Assembly Group: Casino / Banquet Hall - Complete	20,000	$4,201	$10,091
			40,000	$8,153	$13,013
			100,000	$10,861	$16,162
5	-	[unused]	-		
			500	$123	$345
			2,000	$305	$999
6	A-2	Assembly Group: Casino / Banquet Hall - TI	5,000	$692	$3,318
			10,000	$1,079	$4,232
			25,000	$2,066	$5,225
			1,000	$768	$1,687
			4,000	$1,967	$2,891
7	A-2	Assembly Group: Nightclub / Restaurant - Complete	10,000	$3,567	$6,834
			20,000	$6,782	$7,989
			50,000	$11,201	$10,019
8	-	[unused]	-		
			500	$134	$570
			2,000	$401	$1,501
9	A-2	Assembly Group: Nightclub / Restaurant - TI	5,000	$750	$2,812
			10,000	$1,163	$4,061
			25,000	$2,274	$5,180

City of Las Vegas
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Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 7, 2014*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fee	Inspection/Permit Fee
10	B	Restaurant (<50 occ. & up to 1,500 sf) (Fixed fee) - Complete	1,500	$877	$1,886
11	-	[unused]	-		
12	B	Restaurant (<50 occ.) - TI (+ structural review)	600	$168	$637
			1,200	$236	$996
			3,000	$314	$1,989
	B	Offices, etc. - Complete	500	$240	$926
	"	"	2,000	$685	$2,372
15	"	"	5,000	$1,159	$4,730
	"	"	10,000	$2,071	$6,637
	"	"	25,000	$2,880	$8,310
			1,000	$238	$612
			4,000	$586	$1,414
18	B	Offices, etc. - Expanded Shell	10,000	$2,082	$3,413
			20,000	$2,949	$4,044
			50,000	$3,686	$4,954
			200	$104	$360
			800	$171	$515
19	B	Offices, etc. - TI	2,000	$336	$1,087
			4,000	$551	$1,678
			10,000	$1,007	$2,379
			1,000	$550	$1,281
			4,000	$1,285	$2,848
20	B	Medical Offices - Complete	10,000	$2,497	$6,030
			20,000	$4,026	$7,993
			50,000	$4,400	$9,837
21	-	[unused]	-		
			250	$108	$390
			1,000	$236	$862
22	B	Medical Offices - TI	2,500	$468	$1,454
			5,000	$756	$2,252
			12,500	$1,361	$2,924

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Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 7, 2014*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fee	Inspection/Permit Fee
			5,000	$1,302	$3,340
			20,000	$3,905	$6,827
23	B	Offices - Highrise (>4 stories) - Complete	50,000	$8,264	$16,261
			100,000	$14,051	$18,881
			250,000	$18,224	$23,367
24	-	[unused]	-		
			500	$128	$371
			2,000	$327	$1,502
25	B	Offices - Highrise (>4 stories) - TI	5,000	$620	$2,063
			10,000	$978	$2,671
			25,000	$1,829	$4,106
			5,000	$1,021	$701
			20,000	$1,517	$1,186
26	HRF	Highrise: All Types (>4 stories) - Foundation	50,000	$2,542	$2,842
			100,000	$4,852	$3,266
			250,000	$6,017	$4,044
			5,000	$1,193	$2,198
			20,000	$3,133	$3,577
27	HRS	Highrise: All Types (>4 stories) - Superstructure	50,000	$3,846	$8,526
			100,000	$5,768	$10,045
			250,000	$7,051	$12,417
			500	$88	$272
			2,000	$224	$683
28	HRTI	Highrise: All Types (>4 stories) - TI	5,000	$424	$1,211
			10,000	$671	$1,856
			25,000	$1,254	$3,387
			2,000	$748	$1,873
			8,000	$1,966	$4,681
29	A-3	Assembly Group: Halls - Complete	20,000	$4,018	$9,656
			40,000	$7,789	$12,789
			100,000	$10,100	$16,034
30	-	[unused]	-		

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Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 7, 2014*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fee	Inspection/Permit Fee
			200	$61	$414
			800	$103	$612
31	A-3	Assembly Group: Halls - TI	2,000	$206	$1,184
			4,000	$399	$1,988
			10,000	$727	$2,603
			2,000	$380	$984
			8,000	$952	$2,346
32	A-3	Assembly Group: Exhibition - Complete	20,000	$2,011	$4,869
			40,000	$3,775	$9,074
			100,000	$9,067	$15,909
			200	$33	$270
			800	$83	$460
34	A-3	Assembly Group: Exhibition - TI	2,000	$120	$682
			4,000	$235	$1,242
			10,000	$445	$2,202
			2,000	$671	$1,856
			8,000	$1,839	$4,627
35	A-3	Assembly Group: Recreation - Complete	20,000	$3,479	$8,786
			40,000	$6,723	$12,882
			100,000	$9,465	$16,069
36	-	[unused]	-		
			200	$72	$416
			800	$120	$651
37	A-3	Assembly Group: Recreation - TI	2,000	$227	$1,198
			4,000	$370	$2,037
			10,000	$683	$2,619
			1,000	$484	$1,087
			4,000	$1,215	$2,607
38	E	Educational Building - Complete	10,000	$2,163	$5,482
			20,000	$4,078	$8,121
			50,000	$6,839	$10,075
39	-	[unused]	-		

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Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 7, 2014*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fee	Inspection/Permit Fee
			250	$72	$273
			1,000	$143	$450
40	E	Educational Building - TI	2,500	$288	$814
			5,000	$473	$1,273
			12,500	$842	$2,199
			1,000	$263	$733
			4,000	$659	$1,730
41	F	Factory / Industrial Building - Complete	10,000	$1,280	$3,278
			20,000	$2,314	$5,862
			50,000	$5,417	$9,837
42	-	[unused]	-		
			250	$70	$358
			1,000	$172	$634
43	F	Factory / Industrial Building - TI	2,500	$291	$966
			5,000	$495	$1,518
			12,500	$1,087	$2,692
			500	$176	$530
			2,000	$485	$1,307
44	H	Hazardous H- Complete	5,000	$873	$1,897
			10,000	$1,463	$3,129
			25,000	$3,236	$6,827
45	-	[unused]	-		
			100	$19	$114
			400	$69	$217
46	H	Hazardous H- T I	1,000	$98	$278
			2,000	$148	$383
			5,000	$283	$665
	R-3	Single-Family (custom or model)	1,000	$324	$889
	"	"	2,500	$596	$1,570
49	"	"	5,000	$1,220	$3,126
	"	"	7,000	$1,609	$4,099
	"	"	10,000	$2,193	$5,556

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Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 7, 2014*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fee	Inspection/Permit Fee
			500		$450
			1,250		$653
52	R-3	Single-Family - Production / Repeat	2,500		$1,082
			3,500		$1,401
			5,000		$1,730
			400	$160	
			1,000	$160	
53	R-3	Prefabricated / Manufactured Dwelling - Complete	2,000	$160	
			2,800	$160	
			4,000	$160	
			200	$138	$296
			500	$261	$543
54	R-3	Single-Family Residential - Addition	1,000	$425	$853
			1,400	$542	$942
			2,000	$693	$1,182
			200	$53	$186
			500	$108	$286
55	R-3	Single-Family Resid. - Remodel with MPE's	1,000	$147	$476
			1,400	$176	$551
			2,000	$228	$671
			200	$53	$154
			500	$108	$218
56	R-3	Single-Family Resid. - Remodel without MPE's	1,000	$147	$354
			1,400	$176	$401
			2,000	$228	$479
			3,000	$938	$2,033
			7,500	$1,797	$3,429
57	R-1	Hotel: Low/Midrise (up to 3 stories) - Complete	15,000	$3,329	$7,517
			21,000	$4,067	$10,256
			30,000	$5,710	$12,865
58	-	[unused]	-		

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Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 7, 2014*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fee	Inspection/Permit Fee
			500	$79	$286
			1,250	$163	$482
59	R-1	Hotel: Low/Midrise (up to 3 stories) - TI / Remodel	2,500	$311	$1,139
			3,500	$505	$1,298
			5,000	$821	$2,042
			5,000	$1,383	$2,963
			20,000	$4,366	$6,717
60	R-1	Hotel: Highrise (4+ stories) - Complete	50,000	$7,513	$16,175
			100,000	$12,203	$19,064
			250,000	$14,401	$23,367
61	-	[unused]	-		
			500	$113	$349
			2,000	$262	$723
62	R-1	Hotel: Highrise (4+ stories) - TI / Remodel	5,000	$528	$2,124
			10,000	$819	$3,033
			25,000	$1,359	$4,656
			750	$348	$767
			3,000	$877	$2,181
63	R-2	Apartment / Condo: Low/Midrise (up to 3 stories) - Complete	7,500	$1,748	$2,434
			15,000	$3,197	$4,408
			37,500	$5,034	$12,066
64	-	[unused]	-		
			200	$132	$293
			800	$370	$659
65	R-2	Apartment / Condo: Low/Midrise (up to 3 stories) - TI / Remodel	2,000	$683	$1,141
			4,000	$1,069	$1,736
			10,000	$2,081	$3,287
			200	$118	$377
			800	$328	$908
66	R-2	Apartment / Condo: Low/Midrise (up to 3 stories) - Addition	2,000	$607	$1,604
			4,000	$848	$2,201
			10,000	$1,770	$3,519

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Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 7, 2014*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fee	Inspection/Permit Fee
			10,000	$1,005	$2,591
			25,000	$3,316	$5,825
67	R-2	Apartment / Condo: Highrise (4+ stories) - Complete	50,000	$8,317	$16,171
			70,000	$13,634	$17,932
			100,000	$16,721	$21,823
68	-	[unused]	-		
			500	$92	$259
			2,000	$227	$629
69	R-2	Apartment / Condo: Highrise (4+ stories) - TI / Remodel	5,000	$429	$1,114
			10,000	$683	$1,719
			25,000	$1,262	$2,587
			500	$289	$701
			2,000	$657	$1,637
70	I-1	Residential Care - Complete	5,000	$1,304	$3,180
			10,000	$2,381	$5,694
			25,000	$2,928	$7,171
71	-	[unused]	-		
			100	$40	$188
			400	$98	$333
72	I-1	Residential Care - TI	1,000	$166	$507
			2,000	$283	$797
			5,000	$526	$1,407
			2,000	$956	$2,480
			8,000	$2,909	$4,691
73	I-2	Hospitals / Nursing Homes - Complete	20,000	$4,529	$11,097
			40,000	$7,983	$12,984
			100,000	$8,907	$16,204
74	-	[unused]	-		
			200	$99	$304
			800	$233	$583
75	I-2	Hospitals / Nursing Homes - TI	2,000	$440	$1,389
			4,000	$711	$1,584
			10,000	$1,281	$2,784

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Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 7, 2014*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fee	Inspection/Permit Fee
			500	$305	$817
			2,000	$629	$1,576
76	I-2	Child Care (24-hr, >5 kids <2.5 yrs) - Complete	5,000	$1,204	$2,949
			10,000	$2,163	$5,233
			25,000	$2,982	$7,202
77	-	[unused]	-		
			100	$37	$175
			400	$92	$312
78	I-2	Child Care (24-hr, >5 kids <2.5 yrs) - TI	1,000	$155	$460
			2,000	$255	$699
			5,000	$484	$1,244
			2,000	$1,277	$2,739
			8,000	$2,284	$4,693
79	I-3	Detention Facilities - Complete	20,000	$3,476	$11,212
			40,000	$6,721	$12,925
			100,000	$7,534	$16,071
80	-	[unused]	-		
			200	$88	$312
			800	$235	$652
81	I-3	Detention Facilities - TI	2,000	$457	$1,181
			4,000	$715	$1,799
			10,000	$1,341	$2,912
			250	$138	$423
			1,000	$384	$958
82	I-4	Day Care Facility - Complete	2,500	$693	$1,808
			5,000	$1,147	$2,640
			12,500	$2,517	$3,220
83	-	[unused]	-		
			100	$35	$146
			400	$88	$305
84	I-4	Day Care Facility - TI	1,000	$148	$460
			2,000	$243	$699
			5,000	$461	$1,244

City of Las Vegas
2014 BUILDING USER FEES
Building & Safety Department

Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 7, 2014*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fee	Inspection/Permit Fee
			500	$130	$420
			2,000	$361	$973
85	S-1	Storage (Combustable - not S-2) - Complete	5,000	$665	$1,718
			10,000	$1,063	$2,691
			25,000	$2,253	$5,883
86	-	[unused]	-		
			100	$16	$136
			400	$46	$212
87	S-1	Storage (Combustable - not S-2) - TI	1,000	$81	$304
			2,000	$116	$391
			5,000	$220	$659
			5,000	$963	$2,394
			20,000	$1,919	$5,038
88	S-1	Repair Garage / Service Station - Complete	50,000	$3,017	$7,798
			100,000	$5,835	$11,116
			250,000	$7,603	$16,491
89	-	[unused]	-		
			100	$26	$155
			400	$72	$273
90	S-1	Repair Garage / Service Station - TI	1,000	$117	$385
			2,000	$193	$578
			5,000	$386	$1,059
			500	$136	$429
			2,000	$380	$1,044
91	S-2	Storage (Non-Combustable - not S-1) - Complete	5,000	$699	$1,841
			10,000	$1,116	$2,883
			25,000	$2,367	$6,017
92	-	[unused]	-		

City of Las Vegas
2014 BUILDING USER FEES
Building & Safety Department

Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 7, 2014*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fee	Inspection/Permit Fee
			100	$17	$130
			400	$47	$203
93	S-2	Storage (Non-Combustable - not S-1) - TI	1,000	$83	$290
			2,000	$120	$373
			5,000	$227	$629
			3,000	$520	$937
			12,000	$1,208	$1,595
94	S-2	Parking Garage - Complete	30,000	$2,668	$3,795
			60,000	$5,100	$4,344
			150,000	$8,281	$5,464
			200	$49	$167
			800	$112	$265
95	U	Utility Structure (without MPE's)	2,000	$203	$404
			4,000	$328	$622
			10,000	$618	$1,089
			200	$50	$217
			800	$114	$376
96	U	Utility Structure (with MPE's)	2,000	$207	$605
			4,000	$351	$958
			10,000	$661	$1,715
			1,000	$362	$957
			4,000	$909	$2,256
97	M	Mercantile / Store - Complete	10,000	$1,705	$4,155
			20,000	$3,137	$7,565
			50,000	$6,634	$9,838
			1,000	$238	$599
			4,000	$592	$1,434
98	M	Mercantile / Store - Expanded Shell	10,000	$2,150	$3,417
			20,000	$3,260	$3,958
			50,000	$4,665	$4,990

City of Las Vegas
2014 BUILDING USER FEES
Building & Safety Department

Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 7, 2014*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fee	Inspection/Permit Fee
			100	$29	$168
			400	$94	$273
99	M	Mercantile / Store - TI	1,000	$139	$496
			2,000	$174	$628
			5,000	$426	$1,132
			5,000	$963	$2,086
			20,000	$3,003	$6,342
100	M	Mercantile / Store: Highrise - Complete	50,000	$6,612	$14,859
			100,000	$12,957	$18,807
			250,000	$18,513	$23,869
			200	$35	$165
			800	$86	$292
101	M	Mercantile / Store: Highrise - TI (up to 10k sf)	2,000	$173	$665
			4,000	$254	$1,037
			10,000	$462	$1,457
			5,000	$1,325	$1,859
			20,000	$3,295	$6,069
102	A-4	Arena	50,000	$5,640	$14,491
			100,000	$12,964	$18,747
			250,000	$17,124	$22,874
			5,000	$160	
			20,000	$160	
103	A-5	Amusement Park Structure: Deposit	50,000	$160	
			100,000	$160	
			250,000	$160	
			10,000	$168	
			40,000	$168	
104	A-5	Stadium: Deposit	100,000	$168	
			200,000	$168	
			500,000	$168	

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Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 7, 2014*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fee	Inspection/Permit Fee
			200	$160	
			800	$160	
105	CSR	Commercial TI - Structural Review Add-on	2,000	$160	
			4,000	$160	
			10,000	$160	
			100	$160	
			400	$160	
106	RSR	Residential Remodel / Addition - Structural Review Add-on	1,000	$160	
			2,000	$160	
			5,000	$160	
			10,000	$550	$1,177
			40,000	$1,196	$2,926
107	M	Mercantile / Store: Highrise - TI (over 10k sf)	100,000	$2,619	$6,320
			200,000	$3,941	$11,975
			500,000	$4,844	$18,471
			5,000	$426	$762
			20,000	$721	$1,794
108	M	Mercantile / Store: Non-Highrise - TI (over 5k sf)	50,000	$1,432	$3,491
			100,000	$2,619	$6,320
			250,000	$3,536	$12,407
			5,000	$1,858	$1,873
			20,000	$2,999	$3,186
109	HSHL	Standard Shell - Highrise	50,000	$4,842	$7,590
			100,000	$9,142	$8,787
			250,000	$11,895	$10,870
			1,000	$156	$1,535
			4,000	$1,049	$2,562
110	LSHL	Standard Shell - Non-Highrise	10,000	$1,456	$4,060
			20,000	$1,909	$5,773
			50,000	$2,349	$8,917

City of Las Vegas
2014 BUILDING USER FEES
Building & Safety Department

Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 7, 2014*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fee	Inspection/Permit Fee
			5,000	$3,815	$1,768
			20,000	$5,283	$2,993
111	HRHB	Core & Shell / Remodel - Highrise	50,000	$8,006	$7,149
			100,000	$12,827	$8,321
			250,000	$16,590	$10,345
			1,000	$2,204	$753
			4,000	$3,017	$1,279
112	LRHB	Core & Shell / Remodel - Non-Highrise	10,000	$4,408	$3,060
			20,000	$6,943	$3,562
			50,000	$8,894	$4,430
			200	$1,225	$387
			800	$1,598	$657
113	-	Apartment / Condo: Remodel/Re-hab	2,000	$2,249	$1,572
			4,000	$3,390	$1,830
			10,000	$4,318	$2,276
			100	$326	$64
			400	$326	$107
114	-	Foundation - Non-Highrise	1,000	$326	$160
			2,000	$326	$160
			5,000	$326	$160
	-	END OF FEE LIST			

Note: **All fees *include* MPE plan checks and inspections.**

City of Las Vegas
2014 BUILDING USER FEES
Building & Safety Department

Table 3-B PLAN CHECK VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

Note: All fees *include* MPE plan checks.

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:									
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*	
						1.00		*1.14*		*1.30*		*1.35*		*1.40*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			1,000		$ 401	$ 401	$ 0.19985	$ 457	$ 0.22783	$ 521	$ 0.25981	$ 545	$ 0.27180	$ 586	$ 0.29178
			4,000		$ 1,001	$ 1,001	$ 0.18848	$ 1,141	$ 0.21486	$ 1,301	$ 0.24502	$ 1,361	$ 0.25633	$ 1,461	$ 0.27517
1	A-1	Assembly Group: Theaters (Plays) - Complete	10,000	A	$ 2,132	$ 2,132	$ 0.18869	$ 2,430	$ 0.21510	$ 2,771	$ 0.24529	$ 2,899	$ 0.25661	$ 3,112	$ 0.27548
			20,000		$ 4,018	$ 4,018	$ 0.16387	$ 4,581	$ 0.18681	$ 5,224	$ 0.21303	$ 5,465	$ 0.22286	$ 5,867	$ 0.23925
			50,000		$ 8,934	$ 8,934	$ 0.17869	$ 10,185	$ 0.20371	$ 11,615	$ 0.23230	$ 12,151	$ 0.24302	$ 13,044	$ 0.26089
2	-	[unused]	-	A	$ -										
			250		$ 61	$ 61	$ 0.07840	$ 69	$ 0.08938	$ 79	$ 0.10192	$ 83	$ 0.10662	$ 89	$ 0.11446
			1,000		$ 120	$ 120	$ 0.08050	$ 136	$ 0.09177	$ 156	$ 0.10465	$ 163	$ 0.10948	$ 175	$ 0.11753
3	A-1	Assembly Group: Theaters - TI	2,500	A	$ 240	$ 240	$ 0.05880	$ 274	$ 0.06703	$ 313	$ 0.07644	$ 327	$ 0.07997	$ 351	$ 0.08585
			5,000		$ 387	$ 387	$ 0.04130	$ 442	$ 0.04708	$ 504	$ 0.05369	$ 527	$ 0.05617	$ 566	$ 0.06030
			12,500		$ 697	$ 697	$ 0.05578	$ 795	$ 0.06358	$ 906	$ 0.07251	$ 948	$ 0.07586	$ 1,018	$ 0.08143
			2,000		$ 642	$ 642	$ 0.19775	$ 731	$ 0.22544	$ 834	$ 0.25708	$ 873	$ 0.26894	$ 937	$ 0.28872
			8,000		$ 1,828	$ 1,828	$ 0.19775	$ 2,084	$ 0.22544	$ 2,376	$ 0.25708	$ 2,486	$ 0.26894	$ 2,669	$ 0.28872
4	A-2	Assembly Group: Casino / Banquet Hall - Complete	20,000	A	$ 4,201	$ 4,201	$ 0.19761	$ 4,789	$ 0.22526	$ 5,461	$ 0.25689	$ 5,713	$ 0.26875	$ 6,134	$ 0.28851
			40,000		$ 8,153	$ 8,153	$ 0.04513	$ 9,295	$ 0.05145	$ 10,599	$ 0.05867	$ 11,088	$ 0.06138	$ 11,904	$ 0.06589
			100,000		$ 10,861	$ 10,861	$ 0.10861	$ 12,382	$ 0.12382	$ 14,120	$ 0.14120	$ 14,771	$ 0.14771	$ 15,857	$ 0.15857
5	-	[unused]	-	A	$ -										
			500		$ 123	$ 123	$ 0.12100	$ 140	$ 0.13794	$ 160	$ 0.15730	$ 167	$ 0.16458	$ 180	$ 0.17666
			2,000		$ 305	$ 305	$ 0.12900	$ 347	$ 0.14706	$ 396	$ 0.16770	$ 414	$ 0.17544	$ 445	$ 0.18834
6	A-2	Assembly Group: Casino / Banquet Hall - TI	5,000	A	$ 692	$ 692	$ 0.07740	$ 788	$ 0.08824	$ 899	$ 0.10062	$ 940	$ 0.10526	$ 1,010	$ 0.11309
			10,000		$ 1,079	$ 1,079	$ 0.06580	$ 1,229	$ 0.07501	$ 1,402	$ 0.08554	$ 1,467	$ 0.08949	$ 1,575	$ 0.09607
			25,000		$ 2,066	$ 2,066	$ 0.08262	$ 2,355	$ 0.09419	$ 2,685	$ 0.10741	$ 2,809	$ 0.11236	$ 3,016	$ 0.12063
			1,000		$ 768	$ 768	$ 0.39950	$ 876	$ 0.45543	$ 998	$ 0.51935	$ 1,044	$ 0.54332	$ 1,121	$ 0.58327
			4,000		$ 1,967	$ 1,967	$ 0.26675	$ 2,243	$ 0.30410	$ 2,556	$ 0.34678	$ 2,674	$ 0.36278	$ 2,871	$ 0.38946
7	A-2	Assembly Group: Nightclub / Restaurant - Complete	10,000	A	$ 3,567	$ 3,567	$ 0.32145	$ 4,066	$ 0.36645	$ 4,637	$ 0.41789	$ 4,851	$ 0.43717	$ 5,208	$ 0.46932
			20,000		$ 6,782	$ 6,782	$ 0.14730	$ 7,731	$ 0.16792	$ 8,816	$ 0.19149	$ 9,223	$ 0.20033	$ 9,901	$ 0.21506
			50,000		$ 11,201	$ 11,201	$ 0.22401	$ 12,769	$ 0.25537	$ 14,561	$ 0.29121	$ 15,233	$ 0.30465	$ 16,353	$ 0.32705
8	-	[unused]	-	A	$ -										
			500		$ 134	$ 134	$ 0.17800	$ 152	$ 0.20292	$ 174	$ 0.23140	$ 182	$ 0.24208	$ 195	$ 0.25988
			2,000		$ 401	$ 401	$ 0.11650	$ 457	$ 0.13281	$ 521	$ 0.15145	$ 545	$ 0.15844	$ 585	$ 0.17009
9	A-2	Assembly Group: Nightclub / Restaurant - TI	5,000	A	$ 750	$ 750	$ 0.09250	$ 855	$ 0.09405	$ 975	$ 0.10725	$ 1,020	$ 0.11220	$ 1,095	$ 0.12045
			10,000		$ 1,163	$ 1,163	$ 0.07410	$ 1,325	$ 0.08447	$ 1,511	$ 0.09633	$ 1,581	$ 0.10078	$ 1,697	$ 0.10819
			25,000		$ 2,274	$ 2,274	$ 0.09096	$ 2,592	$ 0.10369	$ 2,956	$ 0.11825	$ 3,093	$ 0.12371	$ 3,320	$ 0.13280
			-		$ -										
			-		$ -										
10	B	Restaurant (<50 occ. & up to 1,500 sf) (Fixed fee) - Complete	1,500	A	$ 877	$ 877	$ 0.58447	$ 999	$ 0.66629	$ 1,140	$ 0.75981	$ 1,192	$ 0.79487	$ 1,280	$ 0.85332
			-		$ -										
			-		$ -										
11	-	[unused]	-	A	$ -										
12	B	Restaurant (<50 occ.) - TI (+ structural review)	600	A	$ 168	$ 168	$ 0.11250	$ 192	$ 0.12825	$ 218	$ 0.14625	$ 228	$ 0.15300	$ 245	$ 0.16425
			1,200		$ 236	$ 236	$ 0.04333	$ 268	$ 0.04940	$ 306	$ 0.05633	$ 320	$ 0.05893	$ 344	$ 0.06327
			3,000		$ 314	$ 314	$ 0.10450	$ 357	$ 0.11913	$ 408	$ 0.13585	$ 426	$ 0.14212	$ 458	$ 0.15257
			500		$ 240	$ 240	$ 0.29610	$ 274	$ 0.33755	$ 313	$ 0.38493	$ 327	$ 0.40270	$ 351	$ 0.43231
			2,000		$ 685	$ 685	$ 0.15820	$ 780	$ 0.18035	$ 890	$ 0.20566	$ 931	$ 0.21515	$ 1,000	$ 0.23097
15	"	Offices, etc. - Complete	5,000	A	$ 1,159	$ 1,159	$ 0.18228	$ 1,321	$ 0.20780	$ 1,507	$ 0.23696	$ 1,577	$ 0.24799	$ 1,692	$ 0.26613
			10,000		$ 2,071	$ 2,071	$ 0.05397	$ 2,360	$ 0.06153	$ 2,692	$ 0.07016	$ 2,816	$ 0.07340	$ 3,023	$ 0.07880
			25,000		$ 2,880	$ 2,880	$ 0.11521	$ 3,283	$ 0.13133	$ 3,744	$ 0.14977	$ 3,917	$ 0.15668	$ 4,205	$ 0.16820
			1,000		$ 238	$ 238	$ 0.11000	$ 271	$ 0.13224	$ 309	$ 0.15080	$ 324	$ 0.15776	$ 347	$ 0.16936
			4,000		$ 586	$ 586	$ 0.24933	$ 668	$ 0.28424	$ 762	$ 0.32413	$ 797	$ 0.33909	$ 856	$ 0.36403
18	B	Offices, etc. - Expanded Shell	10,000	A	$ 2,082	$ 2,082	$ 0.08670	$ 2,373	$ 0.09884	$ 2,707	$ 0.11271	$ 2,832	$ 0.11791	$ 3,040	$ 0.12658
			20,000		$ 2,949	$ 2,949	$ 0.02457	$ 3,362	$ 0.02801	$ 3,834	$ 0.03194	$ 4,011	$ 0.03341	$ 4,306	$ 0.03587
			50,000		$ 3,686	$ 3,686	$ 0.07372	$ 4,202	$ 0.08404	$ 4,792	$ 0.09584	$ 5,013	$ 0.10026	$ 5,382	$ 0.10763

City of Las Vegas
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Table 3-B PLAN CHECK VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

Note: **All fees *include* MPE plan checks.**

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:									
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor: 1.00		*Relative Effort Factor:* 1.14		*Relative Effort Factor:* 1.30		*Relative Effort Factor:* 1.38		*Relative Effort Factor:* 1.46	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			200		$ 104	$ 104	$ 0.11250	$ 118	$ 0.12825	$ 135	$ 0.14625	$ 141	$ 0.15300	$ 151	$ 0.16425
			800		$ 171	$ 171	$ 0.13750	$ 195	$ 0.15675	$ 222	$ 0.17875	$ 233	$ 0.18700	$ 250	$ 0.20075
19	B	Offices, etc. - TI	2,000	A	$ 336	$ 336	$ 0.10725	$ 383	$ 0.12227	$ 437	$ 0.13943	$ 457	$ 0.14586	$ 491	$ 0.15659
			4,000		$ 551	$ 551	$ 0.07600	$ 628	$ 0.08664	$ 716	$ 0.09880	$ 749	$ 0.10336	$ 804	$ 0.11096
			10,000		$ 1,007	$ 1,007	$ 0.10065	$ 1,147	$ 0.11474	$ 1,308	$ 0.13085	$ 1,369	$ 0.13688	$ 1,469	$ 0.14695
			1,000		$ 550	$ 550	$ 0.24517	$ 627	$ 0.27949	$ 715	$ 0.31872	$ 748	$ 0.33343	$ 803	$ 0.35784
			4,000		$ 1,285	$ 1,285	$ 0.20195	$ 1,465	$ 0.23022	$ 1,671	$ 0.26254	$ 1,748	$ 0.27465	$ 1,876	$ 0.29485
20	B	Medical Offices - Complete	10,000	A	$ 2,497	$ 2,497	$ 0.15288	$ 2,846	$ 0.17428	$ 3,246	$ 0.19874	$ 3,396	$ 0.20792	$ 3,645	$ 0.22320
			20,000		$ 4,026	$ 4,026	$ 0.01246	$ 4,589	$ 0.01420	$ 5,233	$ 0.01620	$ 5,475	$ 0.01695	$ 5,876	$ 0.01819
			50,000		$ 4,400	$ 4,400	$ 0.08799	$ 5,015	$ 0.10031	$ 5,719	$ 0.11439	$ 5,983	$ 0.11967	$ 6,423	$ 0.12847
21	-	[unused]	-	A	$ -										
			250		$ 108	$ 108	$ 0.17000	$ 123	$ 0.19380	$ 140	$ 0.22100	$ 147	$ 0.23120	$ 158	$ 0.24820
			1,000		$ 236	$ 236	$ 0.15500	$ 268	$ 0.17670	$ 306	$ 0.20150	$ 320	$ 0.21080	$ 344	$ 0.22630
22	B	Medical Offices - TI	2,500	A	$ 468	$ 468	$ 0.11520	$ 534	$ 0.13133	$ 608	$ 0.14976	$ 636	$ 0.15667	$ 683	$ 0.16819
			5,000		$ 756	$ 756	$ 0.08060	$ 862	$ 0.09188	$ 983	$ 0.10478	$ 1,028	$ 0.10962	$ 1,104	$ 0.11768
			12,500		$ 1,361	$ 1,361	$ 0.10884	$ 1,551	$ 0.12408	$ 1,769	$ 0.14149	$ 1,850	$ 0.14802	$ 1,986	$ 0.15891
			5,000		$ 1,302	$ 1,302	$ 0.17353	$ 1,484	$ 0.19782	$ 1,693	$ 0.22559	$ 1,771	$ 0.23600	$ 1,901	$ 0.25335
			20,000		$ 3,905	$ 3,905	$ 0.14529	$ 4,452	$ 0.16562	$ 5,076	$ 0.18887	$ 5,311	$ 0.19759	$ 5,701	$ 0.21212
23	B	Offices - Highrise (>4 stories) - Complete	50,000	A	$ 8,264	$ 8,264	$ 0.11575	$ 9,420	$ 0.13196	$ 10,743	$ 0.15048	$ 11,238	$ 0.15742	$ 12,065	$ 0.16900
			100,000		$ 14,051	$ 14,051	$ 0.02782	$ 16,018	$ 0.03171	$ 18,266	$ 0.03616	$ 19,109	$ 0.03783	$ 20,515	$ 0.04061
			250,000		$ 18,224	$ 18,224	$ 0.07290	$ 20,775	$ 0.08310	$ 23,691	$ 0.09476	$ 24,784	$ 0.09914	$ 26,607	$ 0.10643
24	-	[unused]	-	A	$ -										
			500		$ 128	$ 128	$ 0.13300	$ 146	$ 0.15162	$ 166	$ 0.17290	$ 174	$ 0.18088	$ 187	$ 0.19418
			2,000		$ 327	$ 327	$ 0.09742	$ 373	$ 0.11106	$ 425	$ 0.12664	$ 445	$ 0.13249	$ 478	$ 0.14223
25	B	Offices - Highrise (>4 stories) - TI	5,000	A	$ 620	$ 620	$ 0.07175	$ 708	$ 0.08180	$ 805	$ 0.09328	$ 843	$ 0.09758	$ 904	$ 0.10476
			10,000		$ 978	$ 978	$ 0.05570	$ 1,115	$ 0.06464	$ 1,272	$ 0.07371	$ 1,330	$ 0.07711	$ 1,428	$ 0.08278
			25,000		$ 1,829	$ 1,829	$ 0.07315	$ 2,085	$ 0.08339	$ 2,377	$ 0.09510	$ 2,487	$ 0.09946	$ 2,670	$ 0.10680
			5,000		$ 1,021	$ 1,021	$ 0.03311	$ 1,163	$ 0.03775	$ 1,327	$ 0.04304	$ 1,388	$ 0.04503	$ 1,490	$ 0.04834
			20,000		$ 1,517	$ 1,517	$ 0.03416	$ 1,730	$ 0.03894	$ 1,972	$ 0.04441	$ 2,063	$ 0.04646	$ 2,215	$ 0.04987
26	HRF	Highrise: All Types (>4 stories) - Foundation	50,000	A	$ 2,542	$ 2,542	$ 0.04621	$ 2,898	$ 0.05267	$ 3,305	$ 0.06007	$ 3,457	$ 0.06284	$ 3,711	$ 0.06746
			100,000		$ 4,852	$ 4,852	$ 0.00776	$ 5,532	$ 0.00885	$ 6,308	$ 0.01009	$ 6,599	$ 0.01056	$ 7,084	$ 0.01133
			250,000		$ 6,017	$ 6,017	$ 0.02407	$ 6,859	$ 0.02744	$ 7,822	$ 0.03129	$ 8,183	$ 0.03273	$ 8,784	$ 0.03514
			5,000		$ 1,193	$ 1,193	$ 0.13936	$ 1,360	$ 0.14747	$ 1,551	$ 0.16817	$ 1,622	$ 0.17593	$ 1,741	$ 0.18887
			20,000		$ 3,133	$ 3,133	$ 0.02377	$ 3,572	$ 0.02709	$ 4,073	$ 0.03089	$ 4,261	$ 0.03232	$ 4,574	$ 0.03470
27	HRS	Highrise: All Types (>4 stories) - Superstructure	50,000	A	$ 3,846	$ 3,846	$ 0.03845	$ 4,385	$ 0.04383	$ 5,000	$ 0.04998	$ 5,231	$ 0.05229	$ 5,615	$ 0.05613
			100,000		$ 5,768	$ 5,768	$ 0.00855	$ 6,576	$ 0.00975	$ 7,499	$ 0.01112	$ 7,845	$ 0.01163	$ 8,422	$ 0.01248
			250,000		$ 7,051	$ 7,051	$ 0.02820	$ 8,038	$ 0.03215	$ 9,166	$ 0.03667	$ 9,589	$ 0.03836	$ 10,294	$ 0.04118
			500		$ 88	$ 88	$ 0.09067	$ 100	$ 0.10336	$ 114	$ 0.11787	$ 120	$ 0.12331	$ 128	$ 0.13237
			2,000		$ 224	$ 224	$ 0.06667	$ 255	$ 0.07600	$ 291	$ 0.08667	$ 305	$ 0.09087	$ 327	$ 0.09733
28	HRTI	Highrise: All Types (>4 stories) - TI	5,000	A	$ 424	$ 424	$ 0.04940	$ 483	$ 0.05632	$ 551	$ 0.06422	$ 577	$ 0.06718	$ 619	$ 0.07212
			10,000		$ 671	$ 671	$ 0.03887	$ 765	$ 0.04431	$ 872	$ 0.05053	$ 913	$ 0.05286	$ 980	$ 0.05675
			25,000		$ 1,254	$ 1,254	$ 0.05016	$ 1,430	$ 0.05718	$ 1,630	$ 0.06521	$ 1,705	$ 0.06822	$ 1,831	$ 0.07323
			2,000		$ 748	$ 748	$ 0.20000	$ 852	$ 0.23142	$ 972	$ 0.26390	$ 1,017	$ 0.27608	$ 1,091	$ 0.29638
			8,000		$ 1,966	$ 1,966	$ 0.17106	$ 2,241	$ 0.19501	$ 2,555	$ 0.22238	$ 2,673	$ 0.23265	$ 2,870	$ 0.24975
29	A-3	Assembly Group: Halls - Complete	20,000	A	$ 4,018	$ 4,018	$ 0.18853	$ 4,581	$ 0.21492	$ 5,224	$ 0.24509	$ 5,465	$ 0.25640	$ 5,867	$ 0.27525
			40,000		$ 7,769	$ 7,769	$ 0.03852	$ 8,879	$ 0.04391	$ 10,126	$ 0.05007	$ 10,593	$ 0.05238	$ 11,372	$ 0.05624
			100,000		$ 10,100	$ 10,100	$ 0.10100	$ 11,514	$ 0.11514	$ 13,130	$ 0.13130	$ 13,736	$ 0.13736	$ 14,746	$ 0.14746
30	-	[unused]	-	A	$ -										
			200		$ 61	$ 61	$ 0.07000	$ 69	$ 0.07980	$ 79	$ 0.09100	$ 83	$ 0.09520	$ 89	$ 0.10220
			800		$ 103	$ 103	$ 0.08575	$ 117	$ 0.09776	$ 134	$ 0.11148	$ 140	$ 0.11662	$ 150	$ 0.12520
31	A-3	Assembly Group: Halls - TI	2,000	A	$ 206	$ 206	$ 0.09660	$ 235	$ 0.11012	$ 268	$ 0.12558	$ 280	$ 0.13138	$ 300	$ 0.14104
			4,000		$ 399	$ 399	$ 0.05460	$ 455	$ 0.06224	$ 519	$ 0.07098	$ 543	$ 0.07426	$ 583	$ 0.07972
			10,000		$ 727	$ 727	$ 0.07266	$ 828	$ 0.08283	$ 945	$ 0.09446	$ 988	$ 0.09882	$ 1,061	$ 0.10608

City of Las Vegas
2014 BUILDING USER FEES
Building & Safety Department

Table 3-B PLAN CHECK VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

Note: All fees *include* MPE plan checks.

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:									
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor: 1.00		*Relative Effort Factor:* 1.14		*Relative Effort Factor:* 1.30		*Relative Effort Factor:* 1.38		*Relative Effort Factor:* 1.46	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			2,000		$ 380	$ 380	$ 0.09538	$ 433	$ 0.10873	$ 494	$ 0.12399	$ 517	$ 0.12971	$ 555	$ 0.13925
			6,000		$ 952	$ 952	$ 0.08820	$ 1,085	$ 0.10055	$ 1,238	$ 0.11466	$ 1,295	$ 0.11995	$ 1,390	$ 0.12877
32	A-3	Assembly Group: Exhibition - Complete	20,000	A	$ 2,011	$ 2,011	$ 0.08820	$ 2,292	$ 0.10055	$ 2,614	$ 0.11466	$ 2,735	$ 0.11995	$ 2,936	$ 0.12877
			40,000		$ 3,775	$ 3,775	$ 0.08820	$ 4,303	$ 0.10055	$ 4,907	$ 0.11466	$ 5,134	$ 0.11995	$ 5,511	$ 0.12877
			100,000		$ 9,067	$ 9,067	$ 0.09067	$ 10,336	$ 0.10336	$ 11,787	$ 0.11787	$ 12,331	$ 0.12331	$ 13,237	$ 0.13237
33	-	[unused]	-	A	$ -										
			200		$ 33	$ 33	$ 0.08400	$ 37	$ 0.09576	$ 42	$ 0.10920	$ 44	$ 0.11424	$ 48	$ 0.12264
			600		$ 83	$ 83	$ 0.03063	$ 95	$ 0.03491	$ 108	$ 0.03981	$ 113	$ 0.04165	$ 121	$ 0.04471
34	A-3	Assembly Group: Exhibition - TI	2,000	A	$ 120	$ 120	$ 0.05775	$ 136	$ 0.06584	$ 155	$ 0.07508	$ 163	$ 0.07854	$ 175	$ 0.08432
			4,000		$ 235	$ 235	$ 0.03500	$ 268	$ 0.03990	$ 306	$ 0.04550	$ 320	$ 0.04760	$ 343	$ 0.05110
			10,000		$ 445	$ 445	$ 0.04452	$ 508	$ 0.05075	$ 579	$ 0.05788	$ 605	$ 0.06055	$ 650	$ 0.06500
			2,000		$ 671	$ 671	$ 0.19467	$ 765	$ 0.22192	$ 872	$ 0.25307	$ 913	$ 0.26475	$ 980	$ 0.28421
			8,000		$ 1,839	$ 1,839	$ 0.13667	$ 2,096	$ 0.15580	$ 2,391	$ 0.17767	$ 2,501	$ 0.18587	$ 2,685	$ 0.19953
35	A-3	Assembly Group: Recreation - Complete	20,000	A	$ 3,479	$ 3,479	$ 0.16220	$ 3,966	$ 0.18491	$ 4,523	$ 0.21086	$ 4,731	$ 0.22059	$ 5,079	$ 0.23681
			40,000		$ 6,723	$ 6,723	$ 0.04570	$ 7,664	$ 0.05210	$ 8,740	$ 0.05941	$ 9,143	$ 0.06215	$ 9,816	$ 0.06672
			100,000		$ 9,465	$ 9,465	$ 0.09465	$ 10,790	$ 0.10790	$ 12,305	$ 0.12305	$ 12,872	$ 0.12872	$ 13,819	$ 0.13819
36	-	[unused]	-	A	$ -										
			200		$ 72	$ 72	$ 0.07875	$ 83	$ 0.08978	$ 94	$ 0.10238	$ 99	$ 0.10710	$ 106	$ 0.11486
			600		$ 120	$ 120	$ 0.08925	$ 136	$ 0.10175	$ 156	$ 0.11603	$ 163	$ 0.12138	$ 175	$ 0.13031
37	A-3	Assembly Group: Recreation - TI	2,000	A	$ 227	$ 227	$ 0.07140	$ 259	$ 0.08140	$ 295	$ 0.09282	$ 308	$ 0.09710	$ 331	$ 0.10424
			4,000		$ 370	$ 370	$ 0.05215	$ 421	$ 0.05945	$ 480	$ 0.06760	$ 503	$ 0.07092	$ 540	$ 0.07614
			10,000		$ 683	$ 683	$ 0.06825	$ 778	$ 0.07781	$ 887	$ 0.08873	$ 928	$ 0.09282	$ 996	$ 0.09965
			1,000		$ 484	$ 484	$ 0.24360	$ 552	$ 0.27770	$ 629	$ 0.31666	$ 658	$ 0.33130	$ 707	$ 0.35566
			4,000		$ 1,215	$ 1,215	$ 0.15803	$ 1,385	$ 0.18015	$ 1,579	$ 0.20543	$ 1,652	$ 0.21491	$ 1,774	$ 0.23072
38	E	Educational Building - Complete	10,000	A	$ 2,163	$ 2,163	$ 0.19152	$ 2,466	$ 0.21833	$ 2,812	$ 0.24898	$ 2,942	$ 0.26047	$ 3,158	$ 0.27962
			20,000		$ 4,078	$ 4,078	$ 0.09202	$ 4,649	$ 0.10490	$ 5,302	$ 0.11962	$ 5,546	$ 0.12514	$ 5,954	$ 0.13434
			50,000		$ 6,839	$ 6,839	$ 0.13677	$ 7,796	$ 0.15592	$ 8,890	$ 0.17780	$ 9,301	$ 0.18601	$ 9,984	$ 0.19969
39	-	[unused]	-	A	$ -										
			250		$ 72	$ 72	$ 0.09380	$ 83	$ 0.10693	$ 94	$ 0.12194	$ 99	$ 0.12757	$ 106	$ 0.13695
			1,000		$ 143	$ 143	$ 0.09660	$ 163	$ 0.11012	$ 186	$ 0.12558	$ 194	$ 0.13138	$ 208	$ 0.14104
40	E	Educational Building - TI	2,500	A	$ 288	$ 288	$ 0.07392	$ 328	$ 0.08427	$ 374	$ 0.09610	$ 391	$ 0.10053	$ 420	$ 0.10792
			5,000		$ 473	$ 473	$ 0.04928	$ 539	$ 0.05618	$ 614	$ 0.06406	$ 643	$ 0.06702	$ 690	$ 0.07195
			12,500		$ 842	$ 842	$ 0.06737	$ 960	$ 0.07680	$ 1,095	$ 0.08756	$ 1,145	$ 0.09162	$ 1,229	$ 0.09836
			1,000		$ 263	$ 263	$ 0.13230	$ 299	$ 0.15082	$ 341	$ 0.17199	$ 357	$ 0.17993	$ 383	$ 0.19316
			4,000		$ 659	$ 659	$ 0.10343	$ 752	$ 0.11790	$ 857	$ 0.13445	$ 897	$ 0.14066	$ 963	$ 0.15100
41	F	Factory / Industrial Building - Complete	10,000	A	$ 1,280	$ 1,280	$ 0.10343	$ 1,459	$ 0.11790	$ 1,664	$ 0.13445	$ 1,741	$ 0.14066	$ 1,869	$ 0.15100
			20,000		$ 2,314	$ 2,314	$ 0.10343	$ 2,638	$ 0.11790	$ 3,008	$ 0.13445	$ 3,147	$ 0.14066	$ 3,379	$ 0.15100
			50,000		$ 5,417	$ 5,417	$ 0.10834	$ 6,175	$ 0.12351	$ 7,042	$ 0.14084	$ 7,367	$ 0.14734	$ 7,909	$ 0.15817
42	-	[unused]	-	A	$ -										
			250		$ 70	$ 70	$ 0.13533	$ 80	$ 0.15428	$ 91	$ 0.17593	$ 95	$ 0.18405	$ 102	$ 0.19759
			1,000		$ 172	$ 172	$ 0.07933	$ 196	$ 0.09044	$ 223	$ 0.10313	$ 233	$ 0.10769	$ 250	$ 0.11563
43	F	Factory / Industrial Building - TI	2,500	A	$ 291	$ 291	$ 0.08190	$ 331	$ 0.09337	$ 378	$ 0.10647	$ 395	$ 0.11136	$ 424	$ 0.11957
			5,000		$ 495	$ 495	$ 0.07887	$ 565	$ 0.08991	$ 644	$ 0.10253	$ 674	$ 0.10726	$ 723	$ 0.11515
			12,500		$ 1,087	$ 1,087	$ 0.08694	$ 1,239	$ 0.09911	$ 1,413	$ 0.11302	$ 1,478	$ 0.11824	$ 1,587	$ 0.12693
			500		$ 176	$ 176	$ 0.20600	$ 201	$ 0.23484	$ 229	$ 0.26780	$ 239	$ 0.28016	$ 257	$ 0.30070
			2,000		$ 485	$ 485	$ 0.12935	$ 553	$ 0.14744	$ 631	$ 0.16813	$ 660	$ 0.17589	$ 708	$ 0.18883
44	H	Hazardous H- Complete	5,000	A	$ 873	$ 873	$ 0.11800	$ 995	$ 0.13452	$ 1,135	$ 0.15340	$ 1,187	$ 0.16048	$ 1,275	$ 0.17228
			10,000		$ 1,463	$ 1,463	$ 0.11820	$ 1,668	$ 0.13476	$ 1,902	$ 0.15366	$ 1,990	$ 0.16075	$ 2,136	$ 0.17257
			25,000		$ 3,236	$ 3,236	$ 0.12944	$ 3,689	$ 0.14756	$ 4,207	$ 0.16827	$ 4,401	$ 0.17604	$ 4,725	$ 0.18898
			1,000		$ 324	$ 324	$ 0.18130	$ 370	$ 0.20668	$ 422	$ 0.23569	$ 441	$ 0.24657	$ 474	$ 0.26470
			2,500		$ 596	$ 596	$ 0.24948	$ 680	$ 0.28441	$ 775	$ 0.32432	$ 811	$ 0.33929	$ 871	$ 0.36424
49	R-3	Single-Family (custom or model)	5,000	A	$ 1,220	$ 1,220	$ 0.19425	$ 1,391	$ 0.22145	$ 1,586	$ 0.25253	$ 1,659	$ 0.26418	$ 1,781	$ 0.28361
			7,000		$ 1,609	$ 1,609	$ 0.19495	$ 1,834	$ 0.22224	$ 2,091	$ 0.25344	$ 2,188	$ 0.26513	$ 2,349	$ 0.28463
			10,000		$ 2,193	$ 2,193	$ 0.21935	$ 2,501	$ 0.25005	$ 2,851	$ 0.28515	$ 2,983	$ 0.29831	$ 3,202	$ 0.32024

City of Las Vegas
2014 BUILDING USER FEES
Building & Safety Department

Table 3-B PLAN CHECK VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

Note: **All fees *include* MPE plan checks.**

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:									
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*	
						1.00		*1.14*		*1.30*		*1.36*		*1.49*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			500		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			1,250		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
52	R-3	Single-Family - Production / Repeat	2,500	A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			3,500		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			5,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			400		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			1,000		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
53	R-3	Prefabricated / Manufactured Dwelling - Complete	2,000	A	$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			2,800		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			4,000		$ 160	$ 160	$ 0.04000	$ 182	$ 0.04560	$ 208	$ 0.05200	$ 218	$ 0.05440	$ 234	$ 0.05840
			200		$ 138	$ 138	$ 0.41000	$ 157	$ 0.46740	$ 179	$ 0.53300	$ 188	$ 0.55760	$ 201	$ 0.59860
			500		$ 261	$ 261	$ 0.32700	$ 298	$ 0.37278	$ 339	$ 0.42510	$ 355	$ 0.44472	$ 381	$ 0.47742
54	R-3	Single-Family Residential - Addition	1,000	A	$ 425	$ 425	$ 0.29250	$ 484	$ 0.33345	$ 552	$ 0.38025	$ 577	$ 0.39780	$ 620	$ 0.42705
			1,400		$ 542	$ 542	$ 0.25250	$ 617	$ 0.28785	$ 704	$ 0.32825	$ 736	$ 0.34340	$ 791	$ 0.36865
			2,000		$ 693	$ 693	$ 0.34650	$ 790	$ 0.39501	$ 901	$ 0.45045	$ 942	$ 0.47124	$ 1,012	$ 0.50589
			200		$ 53	$ 53	$ 0.18500	$ 60	$ 0.21090	$ 68	$ 0.24050	$ 71	$ 0.25160	$ 77	$ 0.27010
			500		$ 108	$ 108	$ 0.07800	$ 123	$ 0.08892	$ 140	$ 0.10140	$ 147	$ 0.10608	$ 158	$ 0.11388
55	R-3	Single-Family Resid. - Remodel with MPE's	1,000	A	$ 147	$ 147	$ 0.07125	$ 168	$ 0.08123	$ 191	$ 0.09263	$ 200	$ 0.09690	$ 215	$ 0.10403
			1,400		$ 176	$ 176	$ 0.08750	$ 200	$ 0.09975	$ 228	$ 0.11375	$ 239	$ 0.11900	$ 256	$ 0.12775
			2,000		$ 228	$ 228	$ 0.11400	$ 260	$ 0.12996	$ 296	$ 0.14820	$ 310	$ 0.15504	$ 333	$ 0.16644
			200		$ 53	$ 53	$ 0.16500	$ 60	$ 0.21090	$ 68	$ 0.24050	$ 71	$ 0.25160	$ 77	$ 0.27010
			500		$ 108	$ 108	$ 0.07800	$ 123	$ 0.08892	$ 140	$ 0.10140	$ 147	$ 0.10608	$ 158	$ 0.11388
56	R-3	Single-Family Resid. - Remodel without MPE's	1,000	A	$ 147	$ 147	$ 0.07125	$ 168	$ 0.08123	$ 191	$ 0.09263	$ 200	$ 0.09690	$ 215	$ 0.10403
			1,400		$ 176	$ 176	$ 0.08750	$ 200	$ 0.09975	$ 228	$ 0.11375	$ 239	$ 0.11900	$ 256	$ 0.12775
			2,000		$ 228	$ 228	$ 0.11400	$ 260	$ 0.12996	$ 296	$ 0.14820	$ 310	$ 0.15504	$ 333	$ 0.16644
			3,000		$ 938	$ 938	$ 0.19089	$ 1,069	$ 0.21761	$ 1,219	$ 0.24816	$ 1,276	$ 0.25961	$ 1,369	$ 0.27870
			7,500		$ 1,797	$ 1,797	$ 0.20427	$ 2,049	$ 0.23286	$ 2,336	$ 0.26555	$ 2,444	$ 0.27780	$ 2,624	$ 0.29823
57	R-1	Hotel: Low/Midrise (up to 3 stories) - Complete	15,000	A	$ 3,329	$ 3,329	$ 0.12300	$ 3,795	$ 0.14022	$ 4,328	$ 0.15990	$ 4,527	$ 0.16728	$ 4,860	$ 0.17958
			21,000		$ 4,067	$ 4,067	$ 0.18256	$ 4,636	$ 0.20811	$ 5,287	$ 0.23732	$ 5,531	$ 0.24828	$ 5,938	$ 0.26653
			30,000		$ 5,710	$ 5,710	$ 0.19033	$ 6,509	$ 0.21698	$ 7,423	$ 0.24743	$ 7,766	$ 0.25885	$ 8,337	$ 0.27789
58	-	[unused]	-	A	$ -										
			500		$ 79	$ 79	$ 0.11147	$ 90	$ 0.12707	$ 103	$ 0.14491	$ 108	$ 0.15159	$ 116	$ 0.16274
			1,250		$ 163	$ 163	$ 0.11880	$ 186	$ 0.13543	$ 212	$ 0.15444	$ 221	$ 0.16157	$ 238	$ 0.17345
59	R-1	Hotel: Low/Midrise (up to 3 stories) - TI / Remodel	2,500	A	$ 311	$ 311	$ 0.19360	$ 355	$ 0.22070	$ 405	$ 0.25168	$ 423	$ 0.26330	$ 454	$ 0.28266
			3,500		$ 505	$ 505	$ 0.21073	$ 576	$ 0.24024	$ 656	$ 0.27395	$ 687	$ 0.28660	$ 737	$ 0.30787
			5,000		$ 821	$ 821	$ 0.18420	$ 936	$ 0.18719	$ 1,067	$ 0.21346	$ 1,117	$ 0.22331	$ 1,199	$ 0.23973
			5,000		$ 1,383	$ 1,383	$ 0.19887	$ 1,577	$ 0.22671	$ 1,798	$ 0.25853	$ 1,881	$ 0.27046	$ 2,019	$ 0.29035
			20,000		$ 4,366	$ 4,366	$ 0.10490	$ 4,977	$ 0.11959	$ 5,676	$ 0.13637	$ 5,938	$ 0.14266	$ 6,374	$ 0.15315
60	R-1	Hotel: Highrise (4+ stories) - Complete	50,000	A	$ 7,513	$ 7,513	$ 0.09380	$ 8,565	$ 0.10693	$ 9,767	$ 0.12194	$ 10,218	$ 0.12757	$ 10,969	$ 0.13695
			100,000		$ 12,203	$ 12,203	$ 0.01465	$ 13,911	$ 0.01670	$ 15,864	$ 0.01905	$ 16,596	$ 0.01993	$ 17,816	$ 0.02139
			250,000		$ 14,401	$ 14,401	$ 0.05760	$ 16,417	$ 0.06567	$ 18,721	$ 0.07489	$ 19,585	$ 0.07834	$ 21,025	$ 0.08410
61	-	[unused]	-	A	$ -										
			500		$ 113	$ 113	$ 0.09940	$ 128	$ 0.11332	$ 147	$ 0.12922	$ 153	$ 0.13518	$ 165	$ 0.14512
			2,000		$ 262	$ 262	$ 0.08866	$ 298	$ 0.10110	$ 340	$ 0.11529	$ 356	$ 0.12061	$ 382	$ 0.12948
62	R-1	Hotel: Highrise (4+ stories) - TI / Remodel	5,000	A	$ 528	$ 528	$ 0.05819	$ 602	$ 0.06634	$ 686	$ 0.07565	$ 718	$ 0.07914	$ 771	$ 0.08496
			10,000		$ 819	$ 819	$ 0.03601	$ 933	$ 0.04106	$ 1,064	$ 0.04682	$ 1,114	$ 0.04868	$ 1,195	$ 0.05258
			25,000		$ 1,359	$ 1,359	$ 0.05436	$ 1,549	$ 0.06197	$ 1,767	$ 0.07067	$ 1,848	$ 0.07393	$ 1,984	$ 0.07937
			750		$ 348	$ 348	$ 0.23520	$ 396	$ 0.26813	$ 452	$ 0.30576	$ 473	$ 0.31987	$ 507	$ 0.34339
			3,000		$ 877	$ 877	$ 0.19387	$ 999	$ 0.22078	$ 1,140	$ 0.25177	$ 1,192	$ 0.26339	$ 1,280	$ 0.28275
63	R-2	Apartment / Condo: Low/Midrise (up to 3 stories) - Complete	7,500	A	$ 1,748	$ 1,748	$ 0.19320	$ 1,993	$ 0.22025	$ 2,273	$ 0.25116	$ 2,378	$ 0.26275	$ 2,552	$ 0.28207
			15,000		$ 3,197	$ 3,197	$ 0.08162	$ 3,645	$ 0.09305	$ 4,156	$ 0.10611	$ 4,348	$ 0.11100	$ 4,668	$ 0.11917
			37,500		$ 5,034	$ 5,034	$ 0.13423	$ 5,738	$ 0.15302	$ 6,544	$ 0.17450	$ 6,846	$ 0.18256	$ 7,349	$ 0.19598
64	-	[unused]	-	A	$ -										

City of Las Vegas
2014 BUILDING USER FEES
Building & Safety Department

Table 3-B PLAN CHECK VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

Note: All fees *include* MPE plan checks.

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:									
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*	
						1.00		*1.14*		*1.30*		*1.38*		*1.46*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			200		$ 132	$ 132	$ 0.39550	$ 151	$ 0.45087	$ 172	$ 0.51415	$ 180	$ 0.53788	$ 193	$ 0.57743
			800		$ 370	$ 370	$ 0.26075	$ 421	$ 0.29726	$ 480	$ 0.33898	$ 503	$ 0.35462	$ 540	$ 0.38070
65	R-2	Apartment / Condo: Low/Midrise (up to 3 stories) - TI / Remodel	2,000	A	$ 683	$ 683	$ 0.19320	$ 778	$ 0.22025	$ 887	$ 0.25116	$ 928	$ 0.26275	$ 996	$ 0.28207
			4,000		$ 1,069	$ 1,069	$ 0.16870	$ 1,219	$ 0.19232	$ 1,390	$ 0.21931	$ 1,454	$ 0.22943	$ 1,561	$ 0.24630
			10,000		$ 2,081	$ 2,081	$ 0.20811	$ 2,372	$ 0.23725	$ 2,705	$ 0.27054	$ 2,830	$ 0.28303	$ 3,038	$ 0.30384
			200		$ 118	$ 118	$ 0.35000	$ 135	$ 0.39900	$ 153	$ 0.45500	$ 160	$ 0.47600	$ 172	$ 0.51100
			800		$ 328	$ 328	$ 0.23250	$ 374	$ 0.26505	$ 426	$ 0.30225	$ 446	$ 0.31620	$ 479	$ 0.33945
66	R-2	Apartment / Condo: Low/Midrise (up to 3 stories) - Addition	2,000	A	$ 607	$ 607	$ 0.12050	$ 692	$ 0.13737	$ 789	$ 0.15665	$ 826	$ 0.16398	$ 886	$ 0.17593
			4,000		$ 848	$ 848	$ 0.15367	$ 967	$ 0.17518	$ 1,102	$ 0.19977	$ 1,153	$ 0.20899	$ 1,238	$ 0.22435
			10,000		$ 1,770	$ 1,770	$ 0.17700	$ 2,018	$ 0.20178	$ 2,301	$ 0.23010	$ 2,407	$ 0.24072	$ 2,584	$ 0.25842
			10,000		$ 1,005	$ 1,005	$ 0.15407	$ 1,146	$ 0.17564	$ 1,307	$ 0.20029	$ 1,367	$ 0.20953	$ 1,467	$ 0.22494
			25,000		$ 3,316	$ 3,316	$ 0.20004	$ 3,780	$ 0.22805	$ 4,311	$ 0.26005	$ 4,510	$ 0.27205	$ 4,841	$ 0.29206
67	R-2	Apartment / Condo: Highrise (4+ stories) - Complete	50,000	A	$ 8,317	$ 8,317	$ 0.26585	$ 9,481	$ 0.30307	$ 10,812	$ 0.34561	$ 11,311	$ 0.36156	$ 12,143	$ 0.38814
			70,000		$ 13,634	$ 13,634	$ 0.10290	$ 15,543	$ 0.11731	$ 17,724	$ 0.13377	$ 18,542	$ 0.13994	$ 19,906	$ 0.15023
			100,000		$ 16,721	$ 16,721	$ 0.16721	$ 19,062	$ 0.19062	$ 21,737	$ 0.21737	$ 22,741	$ 0.22741	$ 24,413	$ 0.24413
68	-	[unused]	-	A	$ -										
			500		$ 92	$ 92	$ 0.08060	$ 105	$ 0.10214	$ 120	$ 0.11648	$ 126	$ 0.12186	$ 135	$ 0.13082
			2,000		$ 227	$ 227	$ 0.06755	$ 259	$ 0.07701	$ 295	$ 0.08782	$ 308	$ 0.09187	$ 331	$ 0.09862
69	R-2	Apartment / Condo: Highrise (4+ stories) - TI / Remodel	5,000	A	$ 429	$ 429	$ 0.05051	$ 490	$ 0.05770	$ 558	$ 0.06579	$ 584	$ 0.06883	$ 627	$ 0.07389
			10,000		$ 683	$ 683	$ 0.03864	$ 778	$ 0.04405	$ 887	$ 0.05023	$ 928	$ 0.05255	$ 996	$ 0.05641
			25,000		$ 1,262	$ 1,262	$ 0.05048	$ 1,439	$ 0.05755	$ 1,641	$ 0.06563	$ 1,716	$ 0.06866	$ 1,843	$ 0.07371
			500		$ 289	$ 289	$ 0.24577	$ 329	$ 0.28017	$ 376	$ 0.31950	$ 393	$ 0.33424	$ 421	$ 0.35882
			2,000		$ 657	$ 657	$ 0.21560	$ 749	$ 0.24578	$ 854	$ 0.28028	$ 894	$ 0.29322	$ 960	$ 0.31478
70	I-1	Residential Care - Complete	5,000	A	$ 1,304	$ 1,304	$ 0.21546	$ 1,487	$ 0.24562	$ 1,695	$ 0.28010	$ 1,774	$ 0.29303	$ 1,904	$ 0.31457
			10,000		$ 2,381	$ 2,381	$ 0.03647	$ 2,715	$ 0.04158	$ 3,096	$ 0.04741	$ 3,239	$ 0.04960	$ 3,477	$ 0.05325
			25,000		$ 2,928	$ 2,928	$ 0.11714	$ 3,338	$ 0.13354	$ 3,807	$ 0.15228	$ 3,983	$ 0.15931	$ 4,276	$ 0.17102
71	-	[unused]	-	A	$ -										
			100		$ 40	$ 40	$ 0.19333	$ 46	$ 0.22040	$ 52	$ 0.25133	$ 54	$ 0.26293	$ 58	$ 0.28227
			400		$ 98	$ 98	$ 0.11333	$ 112	$ 0.12920	$ 127	$ 0.14733	$ 133	$ 0.15413	$ 143	$ 0.16547
72	I-1	Residential Care - TI	1,000	A	$ 166	$ 166	$ 0.11700	$ 189	$ 0.13338	$ 216	$ 0.15210	$ 226	$ 0.15912	$ 242	$ 0.17082
			2,000		$ 283	$ 283	$ 0.08100	$ 323	$ 0.09234	$ 368	$ 0.10530	$ 385	$ 0.11016	$ 413	$ 0.11826
			5,000		$ 526	$ 526	$ 0.10520	$ 600	$ 0.11993	$ 684	$ 0.13678	$ 715	$ 0.14307	$ 768	$ 0.15359
			2,000		$ 956	$ 956	$ 0.32550	$ 1,090	$ 0.37107	$ 1,243	$ 0.42315	$ 1,300	$ 0.44268	$ 1,396	$ 0.47523
			8,000		$ 2,909	$ 2,909	$ 0.13500	$ 3,316	$ 0.15390	$ 3,782	$ 0.17550	$ 3,956	$ 0.18360	$ 4,247	$ 0.19710
73	I-2	Hospitals / Nursing Homes - Complete	20,000	A	$ 4,529	$ 4,529	$ 0.17270	$ 5,163	$ 0.19688	$ 5,888	$ 0.22451	$ 6,159	$ 0.23487	$ 6,612	$ 0.25214
			40,000		$ 7,983	$ 7,983	$ 0.01540	$ 9,101	$ 0.01756	$ 10,378	$ 0.02002	$ 10,857	$ 0.02094	$ 11,655	$ 0.02248
			100,000		$ 8,907	$ 8,907	$ 0.08907	$ 10,154	$ 0.10154	$ 11,579	$ 0.11579	$ 12,114	$ 0.12114	$ 13,004	$ 0.13004
74	-	[unused]	-	A	$ -										
			200		$ 99	$ 99	$ 0.22292	$ 113	$ 0.25413	$ 128	$ 0.28979	$ 134	$ 0.30317	$ 144	$ 0.32546
			800		$ 233	$ 233	$ 0.17292	$ 265	$ 0.19713	$ 302	$ 0.22479	$ 316	$ 0.23517	$ 339	$ 0.25246
75	I-2	Hospitals / Nursing Homes - TI	2,000	A	$ 440	$ 440	$ 0.13563	$ 502	$ 0.15461	$ 572	$ 0.17631	$ 598	$ 0.18445	$ 642	$ 0.19801
			4,000		$ 711	$ 711	$ 0.09500	$ 811	$ 0.10830	$ 925	$ 0.12350	$ 967	$ 0.12920	$ 1,038	$ 0.13870
			10,000		$ 1,281	$ 1,281	$ 0.12813	$ 1,461	$ 0.14608	$ 1,666	$ 0.16656	$ 1,743	$ 0.17425	$ 1,871	$ 0.18706
			500		$ 305	$ 305	$ 0.21630	$ 347	$ 0.24658	$ 396	$ 0.28119	$ 414	$ 0.29417	$ 445	$ 0.31580
			2,000		$ 629	$ 629	$ 0.19180	$ 717	$ 0.21865	$ 818	$ 0.24934	$ 855	$ 0.26085	$ 918	$ 0.28003
76	I-2	Child Care (24-hr, >5 kids <2.5 yrs) - Complete	5,000	A	$ 1,204	$ 1,204	$ 0.19173	$ 1,373	$ 0.21857	$ 1,566	$ 0.24925	$ 1,638	$ 0.26075	$ 1,758	$ 0.27993
			10,000		$ 2,163	$ 2,163	$ 0.05460	$ 2,466	$ 0.06224	$ 2,812	$ 0.07098	$ 2,942	$ 0.07426	$ 3,158	$ 0.07972
			25,000		$ 2,982	$ 2,982	$ 0.11928	$ 3,399	$ 0.13598	$ 3,877	$ 0.15506	$ 4,056	$ 0.16222	$ 4,354	$ 0.17415
77	-	[unused]	-	A	$ -										
			100		$ 37	$ 37	$ 0.18550	$ 42	$ 0.21147	$ 48	$ 0.24115	$ 50	$ 0.25228	$ 54	$ 0.27083
			400		$ 92	$ 92	$ 0.10500	$ 105	$ 0.11970	$ 120	$ 0.13650	$ 126	$ 0.14280	$ 135	$ 0.15330
78	I-2	Child Care (24-hr, >5 kids <2.5 yrs) - TI	1,000	A	$ 155	$ 155	$ 0.09975	$ 177	$ 0.11372	$ 202	$ 0.12968	$ 211	$ 0.13566	$ 227	$ 0.14584
			2,000		$ 255	$ 255	$ 0.07630	$ 291	$ 0.08698	$ 332	$ 0.09919	$ 347	$ 0.10377	$ 373	$ 0.11140
			5,000		$ 484	$ 484	$ 0.09681	$ 552	$ 0.11036	$ 629	$ 0.12585	$ 658	$ 0.13166	$ 707	$ 0.14134

City of Las Vegas
2014 BUILDING USER FEES
Building & Safety Department

Table 3-B PLAN CHECK VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

Note: All fees *include* MPE plan checks.

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:									
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*	
						1.00		*1.14*		*1.30*		*1.38*		*1.46*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			2,000		$ 1,277	$ 1,277	$ 0.16783	$ 1,455	$ 0.19133	$ 1,660	$ 0.21818	$ 1,737	$ 0.22825	$ 1,864	$ 0.24504
			8,000		$ 2,284	$ 2,284	$ 0.09933	$ 2,604	$ 0.11324	$ 2,969	$ 0.12913	$ 3,106	$ 0.13509	$ 3,335	$ 0.14503
79	I-3	Detention Facilities - Complete	20,000	A	$ 3,476	$ 3,476	$ 0.16225	$ 3,963	$ 0.18497	$ 4,519	$ 0.21093	$ 4,727	$ 0.22066	$ 5,075	$ 0.23689
			40,000		$ 6,721	$ 6,721	$ 0.01355	$ 7,662	$ 0.01545	$ 8,737	$ 0.01762	$ 9,141	$ 0.01843	$ 9,813	$ 0.01978
			100,000		$ 7,534	$ 7,534	$ 0.07534	$ 8,589	$ 0.08589	$ 9,794	$ 0.09794	$ 10,246	$ 0.10246	$ 11,000	$ 0.11000
80	-	[unused]	-	A	$ -										
			200		$ 88	$ 88	$ 0.24533	$ 100	$ 0.27968	$ 114	$ 0.31893	$ 120	$ 0.33385	$ 128	$ 0.35819
			800		$ 235	$ 235	$ 0.18463	$ 268	$ 0.21047	$ 306	$ 0.24001	$ 320	$ 0.25109	$ 343	$ 0.26955
81	I-3	Detention Facilities - TI	2,000	A	$ 457	$ 457	$ 0.12915	$ 521	$ 0.14723	$ 594	$ 0.16790	$ 621	$ 0.17564	$ 667	$ 0.18856
			4,000		$ 715	$ 715	$ 0.10430	$ 815	$ 0.11890	$ 930	$ 0.13559	$ 972	$ 0.14185	$ 1,044	$ 0.15228
			10,000		$ 1,341	$ 1,341	$ 0.13409	$ 1,529	$ 0.15286	$ 1,743	$ 0.17431	$ 1,824	$ 0.18235	$ 1,958	$ 0.19576
			250		$ 138	$ 138	$ 0.32800	$ 157	$ 0.37392	$ 179	$ 0.42640	$ 188	$ 0.44668	$ 201	$ 0.47888
			1,000		$ 384	$ 384	$ 0.20000	$ 438	$ 0.23484	$ 499	$ 0.26780	$ 522	$ 0.28016	$ 561	$ 0.30076
82	I-4	Day Care Facility - Complete	2,500	A	$ 693	$ 693	$ 0.18160	$ 790	$ 0.20702	$ 901	$ 0.23608	$ 942	$ 0.24698	$ 1,012	$ 0.26514
			5,000		$ 1,147	$ 1,147	$ 0.16267	$ 1,308	$ 0.20824	$ 1,491	$ 0.23747	$ 1,560	$ 0.24843	$ 1,675	$ 0.26669
			12,500		$ 2,517	$ 2,517	$ 0.20136	$ 2,869	$ 0.22955	$ 3,272	$ 0.26177	$ 3,423	$ 0.27385	$ 3,675	$ 0.29399
83	-	[unused]	-	A	$ -										
			100		$ 35	$ 35	$ 0.17667	$ 40	$ 0.20140	$ 46	$ 0.22967	$ 48	$ 0.24027	$ 51	$ 0.25793
			400		$ 88	$ 88	$ 0.10000	$ 100	$ 0.11400	$ 114	$ 0.13000	$ 120	$ 0.13600	$ 128	$ 0.14600
84	I-4	Day Care Facility - TI	1,000	A	$ 148	$ 148	$ 0.09500	$ 169	$ 0.10830	$ 192	$ 0.12350	$ 201	$ 0.12920	$ 216	$ 0.13870
			2,000		$ 243	$ 243	$ 0.07267	$ 277	$ 0.08284	$ 316	$ 0.09447	$ 330	$ 0.09883	$ 355	$ 0.10609
			5,000		$ 461	$ 461	$ 0.09220	$ 526	$ 0.10511	$ 599	$ 0.11986	$ 627	$ 0.12539	$ 673	$ 0.13461
			500		$ 130	$ 130	$ 0.15436	$ 148	$ 0.17597	$ 168	$ 0.20067	$ 176	$ 0.20993	$ 189	$ 0.22537
			2,000		$ 361	$ 361	$ 0.10132	$ 412	$ 0.11550	$ 469	$ 0.13172	$ 491	$ 0.13780	$ 527	$ 0.14793
85	S-1	Storage (Combustable - not S-2) - Complete	5,000	A	$ 665	$ 665	$ 0.07956	$ 758	$ 0.09070	$ 865	$ 0.10343	$ 904	$ 0.10820	$ 971	$ 0.11616
			10,000		$ 1,063	$ 1,063	$ 0.07036	$ 1,212	$ 0.09047	$ 1,382	$ 0.10316	$ 1,445	$ 0.10792	$ 1,552	$ 0.11586
			25,000		$ 2,253	$ 2,253	$ 0.09013	$ 2,569	$ 0.10275	$ 2,929	$ 0.11717	$ 3,064	$ 0.12257	$ 3,290	$ 0.13159
86	-	[unused]	-	A	$ -										
			100		$ 16	$ 16	$ 0.09800	$ 19	$ 0.11240	$ 21	$ 0.12818	$ 22	$ 0.13410	$ 24	$ 0.14396
			400		$ 46	$ 46	$ 0.05780	$ 52	$ 0.06589	$ 60	$ 0.07514	$ 62	$ 0.07861	$ 67	$ 0.08439
87	S-1	Storage (Combustable - not S-2) - TI	1,000	A	$ 81	$ 81	$ 0.03570	$ 92	$ 0.04070	$ 105	$ 0.04641	$ 110	$ 0.04555	$ 118	$ 0.05212
			2,000		$ 116	$ 116	$ 0.03466	$ 133	$ 0.03954	$ 151	$ 0.04508	$ 158	$ 0.04716	$ 170	$ 0.05063
			5,000		$ 220	$ 220	$ 0.04406	$ 251	$ 0.05023	$ 286	$ 0.05728	$ 300	$ 0.05993	$ 322	$ 0.06433
			5,000		$ 963	$ 963	$ 0.06372	$ 1,098	$ 0.07264	$ 1,252	$ 0.08283	$ 1,310	$ 0.08665	$ 1,406	$ 0.09303
			20,000		$ 1,919	$ 1,919	$ 0.03662	$ 2,187	$ 0.04174	$ 2,494	$ 0.04760	$ 2,609	$ 0.04980	$ 2,801	$ 0.05346
88	S-1	Repair Garage / Service Station - Complete	50,000	A	$ 3,017	$ 3,017	$ 0.05637	$ 3,440	$ 0.06426	$ 3,922	$ 0.07327	$ 4,103	$ 0.07666	$ 4,405	$ 0.08229
			100,000		$ 5,835	$ 5,835	$ 0.01178	$ 6,652	$ 0.01343	$ 7,586	$ 0.01532	$ 7,938	$ 0.01603	$ 8,520	$ 0.01721
			250,000		$ 7,603	$ 7,603	$ 0.03041	$ 8,668	$ 0.03467	$ 9,884	$ 0.03954	$ 10,340	$ 0.04136	$ 11,100	$ 0.04440
89	-	[unused]	-	A	$ -										
			100		$ 26	$ 26	$ 0.15333	$ 30	$ 0.17480	$ 34	$ 0.19933	$ 35	$ 0.20853	$ 38	$ 0.22387
			400		$ 72	$ 72	$ 0.07500	$ 82	$ 0.08550	$ 94	$ 0.09750	$ 98	$ 0.10200	$ 105	$ 0.10950
90	S-1	Repair Garage / Service Station - TI	1,000	A	$ 117	$ 117	$ 0.07600	$ 133	$ 0.08664	$ 152	$ 0.09880	$ 159	$ 0.10336	$ 171	$ 0.11096
			2,000		$ 193	$ 193	$ 0.06433	$ 220	$ 0.07334	$ 251	$ 0.08363	$ 262	$ 0.08749	$ 282	$ 0.09393
			5,000		$ 386	$ 386	$ 0.07720	$ 440	$ 0.08801	$ 502	$ 0.10036	$ 525	$ 0.10499	$ 564	$ 0.11271
			500		$ 136	$ 136	$ 0.16267	$ 155	$ 0.18544	$ 177	$ 0.21147	$ 185	$ 0.22123	$ 199	$ 0.23749
			2,000		$ 380	$ 380	$ 0.10633	$ 433	$ 0.12122	$ 494	$ 0.13823	$ 517	$ 0.14461	$ 555	$ 0.15525
91	S-2	Storage (Non-Combustable - not S-1) - Complete	5,000	A	$ 699	$ 699	$ 0.08340	$ 797	$ 0.09508	$ 909	$ 0.10842	$ 951	$ 0.11342	$ 1,021	$ 0.12176
			10,000		$ 1,116	$ 1,116	$ 0.08340	$ 1,272	$ 0.09508	$ 1,451	$ 0.10842	$ 1,518	$ 0.11342	$ 1,629	$ 0.12176
			25,000		$ 2,367	$ 2,367	$ 0.09468	$ 2,698	$ 0.10794	$ 3,077	$ 0.12308	$ 3,219	$ 0.12876	$ 3,455	$ 0.13823
92	-	[unused]	-	A	$ -										
			100		$ 17	$ 17	$ 0.10150	$ 19	$ 0.11571	$ 22	$ 0.13195	$ 23	$ 0.13804	$ 25	$ 0.14819
			400		$ 47	$ 47	$ 0.05950	$ 54	$ 0.06783	$ 61	$ 0.07735	$ 64	$ 0.08092	$ 69	$ 0.08687
93	S-2	Storage (Non-Combustable - not S-1) - TI	1,000	A	$ 83	$ 83	$ 0.03675	$ 95	$ 0.04190	$ 108	$ 0.04778	$ 113	$ 0.04998	$ 121	$ 0.05366
			2,000		$ 120	$ 120	$ 0.03570	$ 136	$ 0.04070	$ 156	$ 0.04641	$ 163	$ 0.04855	$ 175	$ 0.05212
			5,000		$ 227	$ 227	$ 0.04536	$ 259	$ 0.05171	$ 295	$ 0.05897	$ 308	$ 0.06159	$ 331	$ 0.06623

City of Las Vegas
2014 BUILDING USER FEES
Building & Safety Department

Table 3-B PLAN CHECK VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

Note: **All fees *include* MPE plan checks.**

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:									
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*	
						1.00		*1.14*		*1.30*		*1.38*		*1.46*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			3,000		$ 520	$ 520	$ 0.07644	$ 593	$ 0.08715	$ 676	$ 0.09938	$ 707	$ 0.10396	$ 759	$ 0.11161
			12,000		$ 1,208	$ 1,208	$ 0.08111	$ 1,377	$ 0.09247	$ 1,570	$ 0.10544	$ 1,643	$ 0.11031	$ 1,764	$ 0.11842
94	S-2	Parking Garage - Complete	30,000	A	$ 2,668	$ 2,668	$ 0.08107	$ 3,042	$ 0.09242	$ 3,468	$ 0.10539	$ 3,628	$ 0.11025	$ 3,895	$ 0.11836
			60,000		$ 5,100	$ 5,100	$ 0.03534	$ 5,814	$ 0.04029	$ 6,630	$ 0.04595	$ 6,936	$ 0.04807	$ 7,446	$ 0.05160
			150,000		$ 8,281	$ 8,281	$ 0.05521	$ 9,440	$ 0.06294	$ 10,765	$ 0.07177	$ 11,262	$ 0.07508	$ 12,090	$ 0.08060
			200		$ 49	$ 49	$ 0.10500	$ 56	$ 0.11970	$ 64	$ 0.13650	$ 67	$ 0.14280	$ 72	$ 0.15330
			800		$ 112	$ 112	$ 0.07525	$ 128	$ 0.08579	$ 146	$ 0.09783	$ 153	$ 0.10234	$ 164	$ 0.10987
95	U	Utility Structure (without MPE's)	2,000	A	$ 203	$ 203	$ 0.06268	$ 231	$ 0.07145	$ 263	$ 0.08148	$ 276	$ 0.08524	$ 296	$ 0.09151
			4,000		$ 328	$ 328	$ 0.04833	$ 374	$ 0.05510	$ 426	$ 0.06283	$ 446	$ 0.06573	$ 479	$ 0.07057
			10,000		$ 618	$ 618	$ 0.06180	$ 705	$ 0.07045	$ 803	$ 0.08034	$ 840	$ 0.08405	$ 902	$ 0.09023
			200		$ 50	$ 50	$ 0.10700	$ 57	$ 0.12198	$ 65	$ 0.13910	$ 68	$ 0.14552	$ 73	$ 0.15622
			800		$ 114	$ 114	$ 0.07668	$ 131	$ 0.08742	$ 149	$ 0.09969	$ 156	$ 0.10429	$ 167	$ 0.11196
96	U	Utility Structure (with MPE's)	2,000	A	$ 207	$ 207	$ 0.07223	$ 235	$ 0.08234	$ 268	$ 0.09389	$ 281	$ 0.09823	$ 302	$ 0.10545
			4,000		$ 351	$ 351	$ 0.05172	$ 400	$ 0.05896	$ 456	$ 0.06723	$ 477	$ 0.07033	$ 512	$ 0.07551
			10,000		$ 661	$ 661	$ 0.06613	$ 754	$ 0.07538	$ 860	$ 0.08596	$ 899	$ 0.08993	$ 965	$ 0.09654
			1,000		$ 362	$ 362	$ 0.18235	$ 413	$ 0.20788	$ 471	$ 0.23706	$ 493	$ 0.24800	$ 529	$ 0.26623
			4,000		$ 909	$ 909	$ 0.13265	$ 1,037	$ 0.15122	$ 1,182	$ 0.17245	$ 1,237	$ 0.18040	$ 1,326	$ 0.19367
97	M	Mercantile / Store - Complete	10,000	A	$ 1,705	$ 1,705	$ 0.14322	$ 1,944	$ 0.16327	$ 2,217	$ 0.18619	$ 2,319	$ 0.19478	$ 2,490	$ 0.20910
			20,000		$ 3,137	$ 3,137	$ 0.11655	$ 3,577	$ 0.13287	$ 4,079	$ 0.15152	$ 4,267	$ 0.15851	$ 4,581	$ 0.17016
			50,000		$ 6,634	$ 6,634	$ 0.13268	$ 7,563	$ 0.15125	$ 8,624	$ 0.17246	$ 9,022	$ 0.18044	$ 9,685	$ 0.19371
			1,000		$ 238	$ 238	$ 0.11850	$ 271	$ 0.13452	$ 309	$ 0.15340	$ 324	$ 0.16048	$ 347	$ 0.17228
			4,000		$ 592	$ 592	$ 0.25997	$ 675	$ 0.29602	$ 770	$ 0.33757	$ 805	$ 0.35315	$ 864	$ 0.37911
98	M	Mercantile / Store - Expanded Shell	10,000	A	$ 2,150	$ 2,150	$ 0.11100	$ 2,451	$ 0.12654	$ 2,795	$ 0.14430	$ 2,924	$ 0.15096	$ 3,139	$ 0.16206
			20,000		$ 3,260	$ 3,260	$ 0.04683	$ 3,716	$ 0.05339	$ 4,238	$ 0.06088	$ 4,434	$ 0.06369	$ 4,760	$ 0.06838
			50,000		$ 4,665	$ 4,665	$ 0.09330	$ 5,318	$ 0.10636	$ 6,065	$ 0.12129	$ 6,344	$ 0.12689	$ 6,811	$ 0.13622
			100		$ 29	$ 29	$ 0.21667	$ 33	$ 0.24700	$ 37	$ 0.28167	$ 39	$ 0.29467	$ 42	$ 0.31633
			400		$ 94	$ 94	$ 0.07583	$ 107	$ 0.08645	$ 122	$ 0.09858	$ 127	$ 0.10313	$ 137	$ 0.11072
99	M	Mercantile / Store - TI	1,000	A	$ 139	$ 139	$ 0.03520	$ 159	$ 0.04013	$ 181	$ 0.04576	$ 189	$ 0.04787	$ 203	$ 0.05139
			2,000		$ 174	$ 174	$ 0.08403	$ 199	$ 0.09580	$ 227	$ 0.10924	$ 237	$ 0.11429	$ 254	$ 0.12269
			5,000		$ 426	$ 426	$ 0.08528	$ 486	$ 0.09722	$ 554	$ 0.11086	$ 580	$ 0.11598	$ 623	$ 0.12451
			5,000		$ 963	$ 963	$ 0.13800	$ 1,098	$ 0.15504	$ 1,252	$ 0.17680	$ 1,310	$ 0.18496	$ 1,406	$ 0.19856
			20,000		$ 3,003	$ 3,003	$ 0.12030	$ 3,423	$ 0.13714	$ 3,904	$ 0.15639	$ 4,084	$ 0.16361	$ 4,384	$ 0.17564
100	M	Mercantile / Store: Highrise - Complete	50,000	A	$ 6,612	$ 6,612	$ 0.12990	$ 7,538	$ 0.14467	$ 8,596	$ 0.16497	$ 8,992	$ 0.17258	$ 9,654	$ 0.18527
			100,000		$ 12,957	$ 12,957	$ 0.03704	$ 14,771	$ 0.04223	$ 16,844	$ 0.04815	$ 17,622	$ 0.05037	$ 18,917	$ 0.05408
			250,000		$ 18,513	$ 18,513	$ 0.07405	$ 21,105	$ 0.08442	$ 24,067	$ 0.09627	$ 25,178	$ 0.10071	$ 27,029	$ 0.10812
			200		$ 35	$ 35	$ 0.08575	$ 40	$ 0.09776	$ 45	$ 0.11148	$ 47	$ 0.11662	$ 51	$ 0.12520
			800		$ 86	$ 86	$ 0.07200	$ 98	$ 0.08208	$ 112	$ 0.09360	$ 117	$ 0.09792	$ 126	$ 0.10512
101	M	Mercantile / Store: Highrise - TI (up to 10k sf)	2,000	A	$ 173	$ 173	$ 0.04060	$ 197	$ 0.04651	$ 224	$ 0.05304	$ 235	$ 0.05549	$ 252	$ 0.05957
			4,000		$ 254	$ 254	$ 0.03465	$ 290	$ 0.03950	$ 330	$ 0.04505	$ 346	$ 0.04712	$ 371	$ 0.05059
			10,000		$ 462	$ 462	$ 0.04620	$ 527	$ 0.05267	$ 601	$ 0.06006	$ 628	$ 0.06283	$ 675	$ 0.06745
			5,000		$ 1,325	$ 1,325	$ 0.13133	$ 1,511	$ 0.14972	$ 1,723	$ 0.17073	$ 1,802	$ 0.17861	$ 1,935	$ 0.19175
			20,000		$ 3,295	$ 3,295	$ 0.07817	$ 3,756	$ 0.08911	$ 4,284	$ 0.10162	$ 4,481	$ 0.10631	$ 4,811	$ 0.11412
102	A-4	Arena	50,000	A	$ 5,640	$ 5,640	$ 0.14648	$ 6,430	$ 0.16699	$ 7,332	$ 0.19042	$ 7,670	$ 0.19921	$ 8,234	$ 0.21386
			100,000		$ 12,964	$ 12,964	$ 0.02773	$ 14,779	$ 0.03162	$ 16,853	$ 0.03605	$ 17,631	$ 0.03772	$ 18,927	$ 0.04049
			250,000		$ 17,124	$ 17,124	$ 0.06850	$ 19,521	$ 0.07809	$ 22,261	$ 0.08904	$ 23,289	$ 0.09315	$ 25,001	$ 0.10000
			5,000		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			20,000		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
103	A-5	Amusement Park Structure: Deposit	50,000	A	$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			100,000		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			250,000		$ 160	$ 160	$ 0.00064	$ 182	$ 0.00073	$ 208	$ 0.00083	$ 218	$ 0.00087	$ 234	$ 0.00093
			10,000		$ 168	$ 168	$ -	$ 192	$ -	$ 218	$ -	$ 228	$ -	$ 245	$ -
			40,000		$ 168	$ 168	$ -	$ 192	$ -	$ 218	$ -	$ 228	$ -	$ 245	$ -
104	A-5	Stadium: Deposit	100,000	A	$ 168	$ 168	$ -	$ 192	$ -	$ 218	$ -	$ 228	$ -	$ 245	$ -
			200,000		$ 168	$ 168	$ -	$ 192	$ -	$ 218	$ -	$ 228	$ -	$ 245	$ -
			500,000		$ 168	$ 168	$ 0.00034	$ 192	$ 0.00038	$ 218	$ 0.00044	$ 228	$ 0.00046	$ 245	$ 0.00049

City of Las Vegas
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Table 3-B PLAN CHECK VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

Note: **All fees *include* MPE plan checks.**

Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*: Group A: V-A / V-B *Relative Effort Factor: 1.00* Base Cost	Group A: V-A / V-B Each Additional SF	Group B: III-A / III-B *Relative Effort Factor: 1.14* Base Cost	Group B: III-A / III-B Each Additional SF	Group C: IV *Relative Effort Factor: 1.30* Base Cost	Group C: IV Each Additional SF	Group D: II-A / II-B *Relative Effort Factor: 1.36* Base Cost	Group D: II-A / II-B Each Additional SF	Group E: I-A / I-B *Relative Effort Factor: 1.46* Base Cost	Group E: I-A / I-B Each Additional SF
			200		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			800		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
105	CSR	Commercial TI - Structural Review Add-on	2,000	A	$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			4,000		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			10,000		$ 160	$ 160	$ 0.01600	$ 182	$ 0.01824	$ 208	$ 0.02080	$ 218	$ 0.02176	$ 234	$ 0.02338
			100		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			400		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
106	RSR	Residential Remodel / Addition - Structural Review Add-on	1,000	A	$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			2,000		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			5,000		$ 160	$ 160	$ 0.03200	$ 182	$ 0.03648	$ 208	$ 0.04160	$ 218	$ 0.04352	$ 234	$ 0.04672
			10,000		$ 550	$ 550	$ 0.02153	$ 627	$ 0.02455	$ 715	$ 0.02799	$ 748	$ 0.02928	$ 803	$ 0.03144
			40,000		$ 1,196	$ 1,196	$ 0.02371	$ 1,363	$ 0.02703	$ 1,555	$ 0.03083	$ 1,626	$ 0.03225	$ 1,746	$ 0.03462
107	M	Mercantile / Store: Highrise - TI (over 10k sf)	100,000	A	$ 2,619	$ 2,619	$ 0.01322	$ 2,985	$ 0.01507	$ 3,404	$ 0.01719	$ 3,561	$ 0.01798	$ 3,823	$ 0.01930
			200,000		$ 3,941	$ 3,941	$ 0.00301	$ 4,492	$ 0.00343	$ 5,123	$ 0.00391	$ 5,359	$ 0.00409	$ 5,753	$ 0.00439
			500,000		$ 4,844	$ 4,844	$ 0.00969	$ 5,522	$ 0.01104	$ 6,297	$ 0.01259	$ 6,587	$ 0.01317	$ 7,072	$ 0.01414
			5,000		$ 426	$ 426	$ 0.01970	$ 486	$ 0.02246	$ 554	$ 0.02561	$ 579	$ 0.02679	$ 622	$ 0.02876
			20,000		$ 721	$ 721	$ 0.02370	$ 822	$ 0.02701	$ 938	$ 0.03080	$ 981	$ 0.03223	$ 1,053	$ 0.03459
108	M	Mercantile / Store: Non-Highrise - TI (over 5k sf)	50,000	A	$ 1,432	$ 1,432	$ 0.02373	$ 1,633	$ 0.02705	$ 1,862	$ 0.03085	$ 1,948	$ 0.03227	$ 2,091	$ 0.03465
			100,000		$ 2,619	$ 2,619	$ 0.00612	$ 2,985	$ 0.00697	$ 3,404	$ 0.00795	$ 3,561	$ 0.00832	$ 3,823	$ 0.00893
			250,000		$ 3,536	$ 3,536	$ 0.01415	$ 4,031	$ 0.01613	$ 4,597	$ 0.01839	$ 4,810	$ 0.01924	$ 5,163	$ 0.02065
			5,000		$ 1,858	$ 1,858	$ 0.07607	$ 2,118	$ 0.08672	$ 2,415	$ 0.09889	$ 2,527	$ 0.10345	$ 2,713	$ 0.11106
			20,000		$ 2,999	$ 2,999	$ 0.06143	$ 3,419	$ 0.07003	$ 3,899	$ 0.07986	$ 4,079	$ 0.08355	$ 4,379	$ 0.08969
109	HSHL	Standard Shell - Highrise	50,000	A	$ 4,842	$ 4,842	$ 0.05600	$ 5,520	$ 0.06804	$ 6,295	$ 0.11160	$ 6,585	$ 0.11696	$ 7,069	$ 0.12556
			100,000		$ 9,142	$ 9,142	$ 0.01835	$ 10,422	$ 0.02092	$ 11,885	$ 0.02386	$ 12,433	$ 0.02496	$ 13,347	$ 0.02680
			250,000		$ 11,895	$ 11,895	$ 0.04758	$ 13,560	$ 0.05424	$ 15,464	$ 0.06185	$ 16,177	$ 0.06471	$ 17,367	$ 0.06947
			1,000		$ 158	$ 158	$ 0.29767	$ 178	$ 0.33934	$ 203	$ 0.38697	$ 212	$ 0.40483	$ 228	$ 0.43459
			4,000		$ 1,049	$ 1,049	$ 0.06783	$ 1,196	$ 0.07733	$ 1,364	$ 0.08818	$ 1,427	$ 0.09225	$ 1,532	$ 0.09904
110	LSHL	Standard Shell - Non-Highrise	10,000	A	$ 1,456	$ 1,456	$ 0.04530	$ 1,660	$ 0.05164	$ 1,893	$ 0.05889	$ 1,980	$ 0.06161	$ 2,126	$ 0.06614
			20,000		$ 1,909	$ 1,909	$ 0.01467	$ 2,176	$ 0.01672	$ 2,482	$ 0.01907	$ 2,596	$ 0.01995	$ 2,787	$ 0.02141
			50,000		$ 2,349	$ 2,349	$ 0.04698	$ 2,678	$ 0.05356	$ 3,054	$ 0.06107	$ 3,195	$ 0.06389	$ 3,430	$ 0.06859
			5,000		$ 3,815	$ 3,815	$ 0.09786	$ 4,349	$ 0.11156	$ 4,959	$ 0.12722	$ 5,188	$ 0.13309	$ 5,569	$ 0.14287
			20,000		$ 5,283	$ 5,283	$ 0.09077	$ 6,022	$ 0.10348	$ 6,867	$ 0.11800	$ 7,184	$ 0.12345	$ 7,713	$ 0.13253
111	HRHB	Core & Shell / Remodel - Highrise	50,000	A	$ 8,006	$ 8,006	$ 0.09542	$ 9,126	$ 0.10992	$ 10,407	$ 0.12534	$ 10,888	$ 0.13113	$ 11,688	$ 0.14077
			100,000		$ 12,827	$ 12,827	$ 0.02509	$ 14,622	$ 0.02860	$ 16,675	$ 0.03202	$ 17,444	$ 0.03412	$ 18,727	$ 0.03663
			250,000		$ 16,590	$ 16,590	$ 0.06636	$ 18,913	$ 0.07565	$ 21,567	$ 0.08627	$ 22,562	$ 0.09025	$ 24,221	$ 0.09689
			1,000		$ 2,204	$ 2,204	$ 0.27099	$ 2,513	$ 0.30893	$ 2,865	$ 0.35228	$ 2,998	$ 0.36854	$ 3,218	$ 0.39564
			4,000		$ 3,017	$ 3,017	$ 0.23186	$ 3,439	$ 0.26434	$ 3,922	$ 0.30145	$ 4,103	$ 0.31536	$ 4,405	$ 0.33855
112	LRHB	Core & Shell / Remodel - Non-Highrise	10,000	A	$ 4,408	$ 4,408	$ 0.25347	$ 5,025	$ 0.28896	$ 5,731	$ 0.32951	$ 5,995	$ 0.34472	$ 6,436	$ 0.37007
			20,000		$ 6,943	$ 6,943	$ 0.09503	$ 7,915	$ 0.07414	$ 9,026	$ 0.08454	$ 9,442	$ 0.08844	$ 10,137	$ 0.09495
			50,000		$ 8,894	$ 8,894	$ 0.17788	$ 10,139	$ 0.20278	$ 11,562	$ 0.23124	$ 12,096	$ 0.24192	$ 12,985	$ 0.25970
			200		$ 1,225	$ 1,225	$ 0.62224	$ 1,397	$ 0.70936	$ 1,593	$ 0.80892	$ 1,666	$ 0.84625	$ 1,789	$ 0.90848
			800		$ 1,598	$ 1,598	$ 0.54228	$ 1,822	$ 0.61820	$ 2,078	$ 0.70497	$ 2,174	$ 0.73751	$ 2,334	$ 0.79173
113	-	Apartment / Condo: Remodel/Re-hab	2,000	A	$ 2,249	$ 2,249	$ 0.57058	$ 2,564	$ 0.65046	$ 2,924	$ 0.74176	$ 3,059	$ 0.77599	$ 3,284	$ 0.83305
			4,000		$ 3,390	$ 3,390	$ 0.15465	$ 3,865	$ 0.17630	$ 4,407	$ 0.20104	$ 4,611	$ 0.21032	$ 4,950	$ 0.22579
			10,000		$ 4,318	$ 4,318	$ 0.43181	$ 4,923	$ 0.49227	$ 5,614	$ 0.56136	$ 5,873	$ 0.58727	$ 6,304	$ 0.63045
			100		$ 326	$ 326	$ -	$ 372	$ -	$ 424	$ -	$ 443	$ -	$ 476	$ -
			400		$ 326	$ 326	$ -	$ 372	$ -	$ 424	$ -	$ 443	$ -	$ 476	$ -
114	-	Foundation - Non-Highrise	1,000	A	$ 326	$ 326	$ -	$ 372	$ -	$ 424	$ -	$ 443	$ -	$ 476	$ -
			2,000		$ 326	$ 326	$ -	$ 372	$ -	$ 424	$ -	$ 443	$ -	$ 476	$ -
			5,000		$ 326	$ 326	$ 0.06520	$ 372	$ 0.07433	$ 424	$ 0.08476	$ 443	$ 0.08867	$ 476	$ 0.09519
-	-	END OF FEE LIST	-	-	$ -										

City of Las Vegas
2014 BUILDING USER FEES
Building & Safety Department

Table 3-C INSPECTION/PERMIT VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

Note: **All fees *include* MPE inspections.**

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:									
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*	
						1.00		*1.14*		*1.30*		*1.38*		*1.46*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			1,000		$ 1,081	$ 1,081	$ 0.40940	$ 1,233	$ 0.56932	$ 1,406	$ 0.64922	$ 1,471	$ 0.67918	$ 1,579	$ 0.72912
			4,000		$ 2,580	$ 2,580	$ 0.43021	$ 2,941	$ 0.49044	$ 3,353	$ 0.55927	$ 3,508	$ 0.58508	$ 3,766	$ 0.62810
1	A-1	Assembly Group: Theaters (Plays) - Complete	10,000	A	$ 5,161	$ 5,161	$ 0.27478	$ 5,883	$ 0.31325	$ 6,709	$ 0.35722	$ 7,019	$ 0.37370	$ 7,535	$ 0.40118
			20,000		$ 7,909	$ 7,909	$ 0.06649	$ 9,016	$ 0.07580	$ 10,281	$ 0.08644	$ 10,756	$ 0.09043	$ 11,546	$ 0.09708
			50,000		$ 9,903	$ 9,903	$ 0.19807	$ 11,290	$ 0.22580	$ 12,874	$ 0.25749	$ 13,469	$ 0.26937	$ 14,459	$ 0.28918
2	-	[unused]	-	A	$ -										
			250		$ 228	$ 228	$ 0.19653	$ 260	$ 0.22405	$ 296	$ 0.25549	$ 310	$ 0.26729	$ 332	$ 0.28694
			1,000		$ 375	$ 375	$ 0.20240	$ 428	$ 0.23074	$ 488	$ 0.26312	$ 510	$ 0.27526	$ 548	$ 0.29550
3	A-1	Assembly Group: Theaters - TI	2,500	A	$ 679	$ 679	$ 0.14784	$ 774	$ 0.16854	$ 882	$ 0.19219	$ 923	$ 0.20106	$ 991	$ 0.21585
			5,000		$ 1,048	$ 1,048	$ 0.10296	$ 1,195	$ 0.11737	$ 1,363	$ 0.13385	$ 1,426	$ 0.14003	$ 1,531	$ 0.15032
			12,500		$ 1,821	$ 1,821	$ 0.14584	$ 2,075	$ 0.16603	$ 2,367	$ 0.18933	$ 2,476	$ 0.19807	$ 2,658	$ 0.21263
			2,000		$ 1,607	$ 1,607	$ 0.47128	$ 1,831	$ 0.53725	$ 2,088	$ 0.61266	$ 2,185	$ 0.64093	$ 2,345	$ 0.68806
			8,000		$ 4,434	$ 4,434	$ 0.47136	$ 5,055	$ 0.53735	$ 5,764	$ 0.61277	$ 6,030	$ 0.64105	$ 6,474	$ 0.68819
4	A-2	Assembly Group: Casino / Banquet Hall - Complete	20,000	A	$ 10,091	$ 10,091	$ 0.14613	$ 11,503	$ 0.16658	$ 13,118	$ 0.18996	$ 13,723	$ 0.19873	$ 14,732	$ 0.21334
			40,000		$ 13,013	$ 13,013	$ 0.05248	$ 14,835	$ 0.05983	$ 16,917	$ 0.06823	$ 17,698	$ 0.07137	$ 18,999	$ 0.07662
			100,000		$ 16,162	$ 16,162	$ 0.16162	$ 18,425	$ 0.18425	$ 21,010	$ 0.21010	$ 21,980	$ 0.21980	$ 23,596	$ 0.23596
5	-	[unused]	-	A	$ -										
			500		$ 345	$ 345	$ 0.43633	$ 393	$ 0.49742	$ 448	$ 0.56723	$ 469	$ 0.59341	$ 503	$ 0.63705
			2,000		$ 999	$ 999	$ 0.77300	$ 1,139	$ 0.88122	$ 1,299	$ 1.00490	$ 1,359	$ 1.05128	$ 1,459	$ 1.12858
6	A-2	Assembly Group: Casino / Banquet Hall - TI	5,000	A	$ 3,318	$ 3,318	$ 0.18287	$ 3,783	$ 0.20847	$ 4,313	$ 0.23773	$ 4,512	$ 0.24870	$ 4,844	$ 0.26699
			10,000		$ 4,232	$ 4,232	$ 0.08618	$ 4,825	$ 0.07545	$ 5,502	$ 0.08603	$ 5,756	$ 0.09000	$ 6,179	$ 0.09662
			25,000		$ 5,225	$ 5,225	$ 0.20900	$ 5,957	$ 0.23826	$ 6,793	$ 0.27170	$ 7,106	$ 0.28424	$ 7,629	$ 0.30514
			1,000		$ 1,687	$ 1,687	$ 0.40116	$ 1,924	$ 0.45732	$ 2,194	$ 0.52151	$ 2,295	$ 0.54558	$ 2,463	$ 0.58569
			4,000		$ 2,891	$ 2,891	$ 0.65723	$ 3,296	$ 0.74924	$ 3,758	$ 0.85440	$ 3,931	$ 0.89363	$ 4,221	$ 0.95955
7	A-2	Assembly Group: Nightclub / Restaurant - Complete	10,000	A	$ 6,834	$ 6,834	$ 0.11546	$ 7,791	$ 0.13163	$ 8,884	$ 0.15010	$ 9,294	$ 0.15703	$ 9,978	$ 0.16858
			20,000		$ 7,989	$ 7,989	$ 0.06769	$ 9,107	$ 0.07716	$ 10,385	$ 0.08799	$ 10,865	$ 0.09205	$ 11,664	$ 0.09882
			50,000		$ 10,019	$ 10,019	$ 0.20039	$ 11,422	$ 0.22844	$ 13,025	$ 0.26050	$ 13,628	$ 0.27253	$ 14,628	$ 0.29257
8	-	[unused]	-	A	$ -										
			500		$ 570	$ 570	$ 0.62050	$ 650	$ 0.70737	$ 741	$ 0.80665	$ 775	$ 0.84388	$ 832	$ 0.90593
			2,000		$ 1,501	$ 1,501	$ 0.43695	$ 1,711	$ 0.49812	$ 1,951	$ 0.56804	$ 2,041	$ 0.59425	$ 2,191	$ 0.63795
9	A-2	Assembly Group: Nightclub / Restaurant - TI	5,000	A	$ 2,812	$ 2,812	$ 0.24996	$ 3,205	$ 0.28495	$ 3,655	$ 0.32495	$ 3,824	$ 0.33995	$ 4,105	$ 0.36494
			10,000		$ 4,061	$ 4,061	$ 0.07457	$ 4,630	$ 0.08501	$ 5,280	$ 0.09695	$ 5,524	$ 0.10142	$ 5,930	$ 0.10888
			25,000		$ 5,180	$ 5,180	$ 0.20720	$ 5,905	$ 0.23621	$ 6,734	$ 0.26936	$ 7,049	$ 0.28179	$ 7,563	$ 0.30251
			-		$ -										
			-		$ -										
10	B	Restaurant (<50 occ. & up to 1,500 sf) (Fixed fee) - Complete	1,500	A	$ 1,886	$ 1,886	$ 1.25717	$ 2,150	$ 1.43317	$ 2,451	$ 1.63432	$ 2,565	$ 1.70975	$ 2,753	$ 1.83546
			-		$ -										
			-		$ -										
11	-	[unused]	-	A	$ -										
12	B	Restaurant (<50 occ.) - TI (+ structural review)	600	A	$ 637	$ 637	$ 0.59760	$ 726	$ 0.68126	$ 828	$ 0.77688	$ 867	$ 0.81274	$ 930	$ 0.87250
			1,200		$ 996	$ 996	$ 0.55180	$ 1,135	$ 0.62905	$ 1,294	$ 0.71734	$ 1,354	$ 0.75045	$ 1,454	$ 0.80563
			3,000		$ 1,989	$ 1,989	$ 0.66300	$ 2,267	$ 0.75582	$ 2,586	$ 0.86190	$ 2,705	$ 0.90168	$ 2,904	$ 0.96798
			500		$ 926	$ 926	$ 0.96447	$ 1,055	$ 1.09949	$ 1,203	$ 1.25381	$ 1,259	$ 1.31167	$ 1,351	$ 1.40812
			2,000		$ 2,372	$ 2,372	$ 0.78602	$ 2,704	$ 0.89606	$ 3,084	$ 1.02182	$ 3,226	$ 1.06898	$ 3,463	$ 1.14758
15	B	Offices, etc. - Complete	5,000	A	$ 4,730	$ 4,730	$ 0.35140	$ 5,392	$ 0.43460	$ 6,149	$ 0.49582	$ 6,433	$ 0.51870	$ 6,906	$ 0.55684
			10,000		$ 6,637	$ 6,637	$ 0.11150	$ 7,566	$ 0.12711	$ 8,628	$ 0.14495	$ 9,027	$ 0.15164	$ 9,690	$ 0.16279
			25,000		$ 8,310	$ 8,310	$ 0.33239	$ 9,473	$ 0.37892	$ 10,803	$ 0.43210	$ 11,301	$ 0.45205	$ 12,132	$ 0.48529
			1,000		$ 612	$ 612	$ 0.26758	$ 697	$ 0.30505	$ 795	$ 0.34788	$ 832	$ 0.36391	$ 893	$ 0.39067
			4,000		$ 1,414	$ 1,414	$ 0.33317	$ 1,612	$ 0.37981	$ 1,839	$ 0.43311	$ 1,924	$ 0.45310	$ 2,065	$ 0.48642
18	B	Offices, etc. - Expanded Shell	10,000	A	$ 3,413	$ 3,413	$ 0.06304	$ 3,891	$ 0.07186	$ 4,437	$ 0.08195	$ 4,642	$ 0.08573	$ 4,983	$ 0.09203
			20,000		$ 4,044	$ 4,044	$ 0.03033	$ 4,610	$ 0.03457	$ 5,257	$ 0.03943	$ 5,499	$ 0.04125	$ 5,904	$ 0.04428
			50,000		$ 4,954	$ 4,954	$ 0.09907	$ 5,647	$ 0.11294	$ 6,440	$ 0.12879	$ 6,737	$ 0.13474	$ 7,232	$ 0.14464

City of Las Vegas
2014 BUILDING USER FEES
Building & Safety Department

Table 3-C INSPECTION/PERMIT VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

Note: All fees *include* MPE inspections.

Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*: Group A: V-A / V-B *Relative Effort Factor: 1.00* Base Cost	Group A: Each Additional SF	Group B: III-A / III-B *Relative Effort Factor: 1.14* Base Cost	Group B: Each Additional SF	Group C: IV *Relative Effort Factor: 1.30* Base Cost	Group C: Each Additional SF	Group D: II-A / II-B *Relative Effort Factor: 1.36* Base Cost	Group D: Each Additional SF	Group E: I-A / I-B *Relative Effort Factor: 1.46* Base Cost	Group E: Each Additional SF
			200		$ 350	$ 350	$ 0.25858	$ 410	$ 0.29479	$ 467	$ 0.33616	$ 489	$ 0.35167	$ 525	$ 0.37753
			800		$ 515	$ 515	$ 0.47667	$ 587	$ 0.54340	$ 669	$ 0.61967	$ 700	$ 0.64827	$ 752	$ 0.69593
19	B	Offices, etc. - TI	2,000	A	$ 1,087	$ 1,087	$ 0.29575	$ 1,239	$ 0.33716	$ 1,413	$ 0.38448	$ 1,478	$ 0.40222	$ 1,587	$ 0.43180
			4,000		$ 1,678	$ 1,678	$ 0.11674	$ 1,913	$ 0.13308	$ 2,182	$ 0.15176	$ 2,282	$ 0.15876	$ 2,450	$ 0.17044
			10,000		$ 2,379	$ 2,379	$ 0.23787	$ 2,712	$ 0.27117	$ 3,092	$ 0.30923	$ 3,235	$ 0.32350	$ 3,473	$ 0.34729
			1,000		$ 1,281	$ 1,281	$ 0.52237	$ 1,460	$ 0.59550	$ 1,665	$ 0.67908	$ 1,742	$ 0.71042	$ 1,870	$ 0.76266
			4,000		$ 2,848	$ 2,848	$ 0.53034	$ 3,247	$ 0.60459	$ 3,703	$ 0.68944	$ 3,873	$ 0.72126	$ 4,158	$ 0.77430
20	B	Medical Offices - Complete	10,000	A	$ 6,030	$ 6,030	$ 0.19625	$ 6,874	$ 0.22373	$ 7,839	$ 0.25513	$ 8,201	$ 0.26690	$ 8,804	$ 0.28655
			20,000		$ 7,993	$ 7,993	$ 0.06148	$ 9,112	$ 0.07008	$ 10,390	$ 0.07993	$ 10,870	$ 0.08362	$ 11,669	$ 0.08977
			50,000		$ 9,837	$ 9,837	$ 0.19674	$ 11,214	$ 0.22429	$ 12,788	$ 0.25577	$ 13,379	$ 0.26757	$ 14,362	$ 0.28725
21	-	[unused]	-	A	$ -										
			250		$ 390	$ 390	$ 0.62943	$ 445	$ 0.71755	$ 507	$ 0.81825	$ 530	$ 0.85602	$ 569	$ 0.91896
			1,000		$ 862	$ 862	$ 0.30479	$ 983	$ 0.45006	$ 1,121	$ 0.51322	$ 1,172	$ 0.53691	$ 1,259	$ 0.57639
22	B	Medical Offices - TI	2,500	A	$ 1,454	$ 1,454	$ 0.31920	$ 1,658	$ 0.36389	$ 1,891	$ 0.41496	$ 1,978	$ 0.43411	$ 2,123	$ 0.46603
			5,000		$ 2,252	$ 2,252	$ 0.08653	$ 2,568	$ 0.10206	$ 2,928	$ 0.11638	$ 3,063	$ 0.12176	$ 3,288	$ 0.13071
			12,500		$ 2,924	$ 2,924	$ 0.23390	$ 3,333	$ 0.26664	$ 3,801	$ 0.30406	$ 3,976	$ 0.31810	$ 4,269	$ 0.34149
			5,000		$ 3,340	$ 3,340	$ 0.23248	$ 3,807	$ 0.26502	$ 4,341	$ 0.30222	$ 4,542	$ 0.31617	$ 4,876	$ 0.33942
			20,000		$ 6,827	$ 6,827	$ 0.31447	$ 7,782	$ 0.35850	$ 8,875	$ 0.40852	$ 9,284	$ 0.42768	$ 9,967	$ 0.45913
23	B	Offices - Highrise (>4 stories) - Complete	50,000	A	$ 16,261	$ 16,261	$ 0.05240	$ 18,537	$ 0.05973	$ 21,139	$ 0.06811	$ 22,115	$ 0.07126	$ 23,741	$ 0.07650
			100,000		$ 18,881	$ 18,881	$ 0.02991	$ 21,524	$ 0.03410	$ 24,545	$ 0.03888	$ 25,678	$ 0.04068	$ 27,566	$ 0.04367
			250,000		$ 23,367	$ 23,367	$ 0.09347	$ 26,639	$ 0.10656	$ 30,378	$ 0.12151	$ 31,780	$ 0.12712	$ 34,116	$ 0.13647
24	-	[unused]	-	A	$ -										
			500		$ 371	$ 371	$ 0.75447	$ 422	$ 0.86009	$ 482	$ 0.98081	$ 504	$ 1.02607	$ 541	$ 1.10152
			2,000		$ 1,502	$ 1,502	$ 0.18702	$ 1,713	$ 0.21320	$ 1,953	$ 0.24312	$ 2,043	$ 0.25434	$ 2,193	$ 0.27304
25	B	Offices - Highrise (>4 stories) - TI	5,000	A	$ 2,063	$ 2,063	$ 0.12163	$ 2,352	$ 0.13866	$ 2,682	$ 0.15812	$ 2,806	$ 0.16542	$ 3,012	$ 0.17758
			10,000		$ 2,671	$ 2,671	$ 0.09581	$ 3,045	$ 0.10900	$ 3,473	$ 0.12430	$ 3,633	$ 0.13003	$ 3,900	$ 0.13960
			25,000		$ 4,106	$ 4,106	$ 0.16422	$ 4,680	$ 0.18722	$ 5,337	$ 0.21349	$ 5,584	$ 0.22334	$ 5,994	$ 0.23977
			5,000		$ 701	$ 701	$ 0.03236	$ 799	$ 0.03689	$ 911	$ 0.04206	$ 953	$ 0.04401	$ 1,023	$ 0.04724
			20,000		$ 1,188	$ 1,188	$ 0.05519	$ 1,352	$ 0.06291	$ 1,542	$ 0.07174	$ 1,613	$ 0.07505	$ 1,732	$ 0.08057
26	HRF	Highrise: All Types (>4 stories) - Foundation	50,000	A	$ 2,842	$ 2,842	$ 0.00849	$ 3,239	$ 0.00967	$ 3,694	$ 0.01103	$ 3,865	$ 0.01154	$ 4,149	$ 0.01239
			100,000		$ 3,266	$ 3,266	$ 0.00518	$ 3,723	$ 0.00591	$ 4,246	$ 0.00674	$ 4,442	$ 0.00705	$ 4,768	$ 0.00757
			250,000		$ 4,044	$ 4,044	$ 0.01617	$ 4,610	$ 0.01844	$ 5,257	$ 0.02103	$ 5,499	$ 0.02200	$ 5,904	$ 0.02361
			5,000		$ 2,198	$ 2,198	$ 0.09191	$ 2,506	$ 0.10478	$ 2,858	$ 0.11949	$ 2,989	$ 0.12500	$ 3,209	$ 0.13419
			20,000		$ 3,577	$ 3,577	$ 0.16499	$ 4,078	$ 0.18808	$ 4,650	$ 0.21448	$ 4,865	$ 0.22438	$ 5,222	$ 0.24088
27	HRS	Highrise: All Types (>4 stories) - Superstructure	50,000	A	$ 8,526	$ 8,526	$ 0.03036	$ 9,720	$ 0.03462	$ 11,084	$ 0.03947	$ 11,596	$ 0.04130	$ 12,449	$ 0.04433
			100,000		$ 10,045	$ 10,045	$ 0.01581	$ 11,451	$ 0.01803	$ 13,058	$ 0.02056	$ 13,661	$ 0.02151	$ 14,665	$ 0.02309
			250,000		$ 12,417	$ 12,417	$ 0.04967	$ 14,155	$ 0.05662	$ 16,142	$ 0.06457	$ 16,887	$ 0.06755	$ 18,128	$ 0.07251
			500		$ 272	$ 272	$ 0.27427	$ 310	$ 0.31266	$ 353	$ 0.35555	$ 370	$ 0.37300	$ 397	$ 0.40043
			2,000		$ 883	$ 883	$ 0.17600	$ 779	$ 0.20064	$ 888	$ 0.22880	$ 929	$ 0.23936	$ 997	$ 0.25696
28	HRTI	Highrise: All Types (>4 stories) - TI	5,000	A	$ 1,211	$ 1,211	$ 0.12892	$ 1,381	$ 0.14697	$ 1,574	$ 0.16760	$ 1,647	$ 0.17533	$ 1,768	$ 0.18822
			10,000		$ 1,856	$ 1,856	$ 0.10208	$ 2,115	$ 0.11637	$ 2,412	$ 0.13270	$ 2,524	$ 0.13883	$ 2,709	$ 0.14904
			25,000		$ 3,367	$ 3,367	$ 0.13548	$ 3,861	$ 0.15444	$ 4,403	$ 0.17612	$ 4,606	$ 0.18425	$ 4,945	$ 0.19779
			2,000		$ 1,873	$ 1,873	$ 0.46803	$ 2,135	$ 0.53355	$ 2,435	$ 0.60843	$ 2,548	$ 0.63651	$ 2,735	$ 0.68332
			8,000		$ 4,681	$ 4,681	$ 0.41454	$ 5,337	$ 0.47257	$ 6,086	$ 0.53890	$ 6,367	$ 0.56377	$ 6,835	$ 0.60522
29	A-3	Assembly Group: Halls - Complete	20,000	A	$ 9,656	$ 9,656	$ 0.15664	$ 11,008	$ 0.17857	$ 12,553	$ 0.20363	$ 13,132	$ 0.21303	$ 14,097	$ 0.22870
			40,000		$ 12,789	$ 12,789	$ 0.05409	$ 14,579	$ 0.06167	$ 16,625	$ 0.07032	$ 17,393	$ 0.07357	$ 18,671	$ 0.07898
			100,000		$ 16,034	$ 16,034	$ 0.16034	$ 18,279	$ 0.18279	$ 20,844	$ 0.20844	$ 21,807	$ 0.21807	$ 23,410	$ 0.23410
30	-	[unused]	-	A	$ -										
			200		$ 414	$ 414	$ 0.33000	$ 472	$ 0.37620	$ 538	$ 0.42900	$ 563	$ 0.44880	$ 604	$ 0.48180
			800		$ 612	$ 612	$ 0.47633	$ 698	$ 0.54302	$ 796	$ 0.61923	$ 832	$ 0.64781	$ 894	$ 0.69545
31	A-3	Assembly Group: Halls - TI	2,000	A	$ 1,184	$ 1,184	$ 0.40220	$ 1,349	$ 0.45851	$ 1,539	$ 0.52288	$ 1,610	$ 0.54699	$ 1,728	$ 0.58721
			4,000		$ 1,988	$ 1,988	$ 0.10242	$ 2,266	$ 0.11678	$ 2,584	$ 0.13314	$ 2,704	$ 0.13929	$ 2,902	$ 0.14953
			10,000		$ 2,603	$ 2,603	$ 0.26025	$ 2,967	$ 0.29669	$ 3,383	$ 0.33833	$ 3,539	$ 0.35394	$ 3,800	$ 0.37997

City of Las Vegas
2014 BUILDING USER FEES
Building & Safety Department

Table 3-C INSPECTION/PERMIT VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

Note: All fees *include* MPE Inspections.

Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*: Group A: V-A / V-B — *Relative Effort Factor:* 1.00		Group B: III-A / III-B — *Relative Effort Factor:* 1.14		Group C: IV — *Relative Effort Factor:* 1.30		Group D: II-A / II-B — *Relative Effort Factor:* 1.38		Group E: I-A / I-B — *Relative Effort Factor:* 1.46	
						Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			2,000		$ 984	$ 984	$ 0.22698	$ 1,122	$ 0.25875	$ 1,279	$ 0.29507	$ 1,338	$ 0.30869	$ 1,436	$ 0.33138
			8,000		$ 2,346	$ 2,346	$ 0.21026	$ 2,674	$ 0.23970	$ 3,049	$ 0.27334	$ 3,190	$ 0.28596	$ 3,425	$ 0.30698
32	A-3	Assembly Group: Exhibition - Complete	20,000	A	$ 4,869	$ 4,869	$ 0.21026	$ 5,550	$ 0.23970	$ 6,330	$ 0.27334	$ 6,622	$ 0.28596	$ 7,109	$ 0.30698
			40,000		$ 9,074	$ 9,074	$ 0.11391	$ 10,344	$ 0.12986	$ 11,796	$ 0.14809	$ 12,341	$ 0.15492	$ 13,248	$ 0.16632
			100,000		$ 15,909	$ 15,909	$ 0.15909	$ 18,136	$ 0.18136	$ 20,682	$ 0.20682	$ 21,636	$ 0.21636	$ 23,227	$ 0.23227
33	-	[unused]	-	A	$ -										
			200		$ 270	$ 270	$ 0.31667	$ 308	$ 0.36100	$ 351	$ 0.41167	$ 367	$ 0.43067	$ 394	$ 0.46233
			800		$ 460	$ 460	$ 0.18500	$ 524	$ 0.21090	$ 598	$ 0.24050	$ 626	$ 0.25180	$ 672	$ 0.27010
34	A-3	Assembly Group: Exhibition - TI	2,000	A	$ 682	$ 682	$ 0.28000	$ 777	$ 0.31920	$ 887	$ 0.36400	$ 928	$ 0.38080	$ 996	$ 0.40880
			4,000		$ 1,242	$ 1,242	$ 0.16000	$ 1,416	$ 0.18240	$ 1,615	$ 0.20800	$ 1,689	$ 0.21760	$ 1,813	$ 0.23360
			10,000		$ 2,202	$ 2,202	$ 0.22020	$ 2,510	$ 0.25103	$ 2,863	$ 0.28626	$ 2,995	$ 0.29947	$ 3,215	$ 0.32149
			2,000		$ 1,856	$ 1,656	$ 0.46196	$ 2,115	$ 0.52664	$ 2,412	$ 0.60055	$ 2,524	$ 0.62827	$ 2,709	$ 0.67447
			8,000		$ 4,627	$ 4,627	$ 0.34658	$ 5,275	$ 0.39510	$ 6,016	$ 0.45055	$ 6,293	$ 0.47134	$ 6,756	$ 0.50600
35	A-3	Assembly Group: Recreation - Complete	20,000	A	$ 8,786	$ 8,786	$ 0.20480	$ 10,016	$ 0.23347	$ 11,422	$ 0.26624	$ 11,950	$ 0.27853	$ 12,828	$ 0.29901
			40,000		$ 12,882	$ 12,882	$ 0.05311	$ 14,686	$ 0.06054	$ 16,747	$ 0.06904	$ 17,520	$ 0.07223	$ 18,808	$ 0.07754
			100,000		$ 16,069	$ 16,069	$ 0.16069	$ 18,318	$ 0.18318	$ 20,889	$ 0.20889	$ 21,854	$ 0.21854	$ 23,460	$ 0.23460
36	-	[unused]	-	A	$ -										
			200		$ 416	$ 416	$ 0.39188	$ 474	$ 0.44675	$ 541	$ 0.50845	$ 566	$ 0.53296	$ 607	$ 0.57215
			800		$ 651	$ 651	$ 0.45567	$ 742	$ 0.51946	$ 847	$ 0.59237	$ 886	$ 0.61971	$ 951	$ 0.66527
37	A-3	Assembly Group: Recreation - TI	2,000	A	$ 1,198	$ 1,198	$ 0.41960	$ 1,366	$ 0.47834	$ 1,557	$ 0.54548	$ 1,629	$ 0.57066	$ 1,749	$ 0.61262
			4,000		$ 2,037	$ 2,037	$ 0.09700	$ 2,322	$ 0.11058	$ 2,648	$ 0.12610	$ 2,771	$ 0.13192	$ 2,974	$ 0.14162
			10,000		$ 2,619	$ 2,619	$ 0.26192	$ 2,986	$ 0.29859	$ 3,405	$ 0.34050	$ 3,562	$ 0.35621	$ 3,824	$ 0.38240
			1,000		$ 1,087	$ 1,087	$ 0.50673	$ 1,239	$ 0.57766	$ 1,413	$ 0.65875	$ 1,478	$ 0.68916	$ 1,587	$ 0.73983
			4,000		$ 2,607	$ 2,607	$ 0.47923	$ 2,972	$ 0.54633	$ 3,389	$ 0.62300	$ 3,546	$ 0.65176	$ 3,806	$ 0.69968
38	E	Educational Building - Complete	10,000	A	$ 5,482	$ 5,482	$ 0.26382	$ 6,250	$ 0.30075	$ 7,127	$ 0.34296	$ 7,456	$ 0.35879	$ 8,004	$ 0.38517
			20,000		$ 8,121	$ 8,121	$ 0.06513	$ 9,257	$ 0.07425	$ 10,557	$ 0.08467	$ 11,044	$ 0.08858	$ 11,856	$ 0.09510
			50,000		$ 10,075	$ 10,075	$ 0.20149	$ 11,485	$ 0.22970	$ 13,097	$ 0.26194	$ 13,701	$ 0.27403	$ 14,709	$ 0.29418
39	-	[unused]	-	A	$ -										
			250		$ 273	$ 273	$ 0.23613	$ 311	$ 0.26919	$ 355	$ 0.30697	$ 371	$ 0.32114	$ 398	$ 0.34475
			1,000		$ 450	$ 450	$ 0.24273	$ 513	$ 0.27672	$ 585	$ 0.31555	$ 612	$ 0.33012	$ 657	$ 0.35439
40	E	Educational Building - TI	2,500	A	$ 814	$ 814	$ 0.18348	$ 928	$ 0.20917	$ 1,058	$ 0.23852	$ 1,107	$ 0.24953	$ 1,188	$ 0.26788
			5,000		$ 1,273	$ 1,273	$ 0.12349	$ 1,451	$ 0.14078	$ 1,655	$ 0.16054	$ 1,731	$ 0.16795	$ 1,858	$ 0.18030
			12,500		$ 2,199	$ 2,199	$ 0.17591	$ 2,507	$ 0.20054	$ 2,859	$ 0.22869	$ 2,991	$ 0.23924	$ 3,210	$ 0.25683
			1,000		$ 733	$ 733	$ 0.33257	$ 835	$ 0.37913	$ 952	$ 0.43234	$ 996	$ 0.45229	$ 1,070	$ 0.48555
			4,000		$ 1,730	$ 1,730	$ 0.25795	$ 1,973	$ 0.29406	$ 2,249	$ 0.33534	$ 2,353	$ 0.35081	$ 2,526	$ 0.37661
41	F	Factory / Industrial Building - Complete	10,000	A	$ 3,276	$ 3,276	$ 0.25839	$ 3,737	$ 0.29456	$ 4,261	$ 0.33591	$ 4,458	$ 0.35141	$ 4,786	$ 0.37725
			20,000		$ 5,862	$ 5,862	$ 0.13249	$ 6,683	$ 0.15104	$ 7,620	$ 0.17223	$ 7,972	$ 0.18018	$ 8,556	$ 0.19343
			50,000		$ 9,837	$ 9,837	$ 0.19673	$ 11,214	$ 0.22427	$ 12,787	$ 0.25575	$ 13,378	$ 0.26755	$ 14,361	$ 0.28723
42	-	[unused]	-	A	$ -										
			250		$ 358	$ 358	$ 0.36800	$ 408	$ 0.41952	$ 465	$ 0.47840	$ 487	$ 0.50048	$ 523	$ 0.53728
			1,000		$ 634	$ 634	$ 0.22133	$ 723	$ 0.25232	$ 824	$ 0.28773	$ 862	$ 0.30101	$ 926	$ 0.32315
43	F	Factory / Industrial Building - TI	2,500	A	$ 966	$ 966	$ 0.22080	$ 1,101	$ 0.25171	$ 1,256	$ 0.28704	$ 1,314	$ 0.30029	$ 1,410	$ 0.32237
			5,000		$ 1,518	$ 1,518	$ 0.15553	$ 1,731	$ 0.17845	$ 1,973	$ 0.20349	$ 2,064	$ 0.21289	$ 2,216	$ 0.22854
			12,500		$ 2,692	$ 2,692	$ 0.21536	$ 3,069	$ 0.24551	$ 3,500	$ 0.27997	$ 3,661	$ 0.29289	$ 3,930	$ 0.31443
			500		$ 530	$ 530	$ 0.51800	$ 604	$ 0.59052	$ 689	$ 0.67340	$ 721	$ 0.70448	$ 774	$ 0.75628
			2,000		$ 1,307	$ 1,307	$ 0.16670	$ 1,490	$ 0.22424	$ 1,699	$ 0.25571	$ 1,778	$ 0.26751	$ 1,909	$ 0.28718
44	H	Hazardous H- Complete	5,000	A	$ 1,897	$ 1,897	$ 0.24033	$ 2,163	$ 0.28082	$ 2,467	$ 0.32023	$ 2,580	$ 0.33501	$ 2,770	$ 0.35964
			10,000		$ 3,129	$ 3,129	$ 0.24654	$ 3,567	$ 0.28106	$ 4,068	$ 0.32050	$ 4,255	$ 0.33529	$ 4,568	$ 0.35995
			25,000		$ 6,827	$ 6,827	$ 0.27308	$ 7,783	$ 0.31132	$ 8,875	$ 0.35501	$ 9,285	$ 0.37139	$ 9,968	$ 0.39870
			1,000		$ 889	$ 889	$ 0.45393	$ 1,013	$ 0.51748	$ 1,155	$ 0.59011	$ 1,209	$ 0.61735	$ 1,298	$ 0.66274
			2,500		$ 1,570	$ 1,570	$ 0.62200	$ 1,789	$ 0.70976	$ 2,041	$ 0.80938	$ 2,135	$ 0.84674	$ 2,292	$ 0.90900
49	R-3	Single-Family (custom or model)	5,000	A	$ 3,126	$ 3,126	$ 0.48620	$ 3,564	$ 0.55427	$ 4,064	$ 0.63206	$ 4,252	$ 0.66123	$ 4,564	$ 0.70985
			7,000		$ 4,099	$ 4,099	$ 0.48583	$ 4,672	$ 0.55385	$ 5,328	$ 0.63158	$ 5,574	$ 0.66073	$ 5,984	$ 0.70932
			10,000		$ 5,556	$ 5,556	$ 0.55561	$ 6,334	$ 0.63340	$ 7,223	$ 0.72229	$ 7,556	$ 0.75563	$ 8,112	$ 0.81119

City of Las Vegas
2014 BUILDING USER FEES
Building & Safety Department

Table 3-C INSPECTION/PERMIT VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

Note: **All fees *include* MPE inspections.**

Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*: Group A: V-A / V-B — *Relative Effort Factor:* 1.00		Group B: III-A / III-B — *Relative Effort Factor:* 1.14		Group C: IV — *Relative Effort Factor:* 1.30		Group D: II-A / II-B — *Relative Effort Factor:* 1.36		Group E: I-A / I-B — *Relative Effort Factor:* 1.46	
						Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			500		$ 450	$ 450	$ 0.27107	$ 513	$ 0.30902	$ 585	$ 0.35239	$ 612	$ 0.36885	$ 657	$ 0.39576
			1,250		$ 653	$ 653	$ 0.34296	$ 745	$ 0.39097	$ 849	$ 0.44585	$ 888	$ 0.46643	$ 954	$ 0.50072
52	R-3	Single-Family - Production / Repeat	2,500	A	$ 1,082	$ 1,082	$ 0.31000	$ 1,233	$ 0.35366	$ 1,407	$ 0.41470	$ 1,472	$ 0.43384	$ 1,580	$ 0.46574
			3,500		$ 1,401	$ 1,401	$ 0.21933	$ 1,597	$ 0.25004	$ 1,821	$ 0.28513	$ 1,905	$ 0.29829	$ 2,045	$ 0.32023
			5,000		$ 1,730	$ 1,730	$ 0.34600	$ 1,972	$ 0.39444	$ 2,249	$ 0.44980	$ 2,353	$ 0.47058	$ 2,526	$ 0.50516
			400		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			1,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
53	R-3	Prefabricated / Manufactured Dwelling - Complete	2,000	A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			2,800		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			4,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			200		$ 296	$ 296	$ 0.82467	$ 337	$ 0.94012	$ 385	$ 1.07207	$ 403	$ 1.12155	$ 432	$ 1.20401
			500		$ 543	$ 543	$ 0.61950	$ 619	$ 0.70623	$ 706	$ 0.80535	$ 739	$ 0.84252	$ 793	$ 0.90447
54	R-3	Single-Family Residential - Addition	1,000	A	$ 853	$ 853	$ 0.22213	$ 973	$ 0.25322	$ 1,109	$ 0.28878	$ 1,160	$ 0.30209	$ 1,246	$ 0.32430
			1,400		$ 942	$ 942	$ 0.40000	$ 1,074	$ 0.45600	$ 1,225	$ 0.52000	$ 1,281	$ 0.54400	$ 1,375	$ 0.58400
			2,000		$ 1,182	$ 1,182	$ 0.59100	$ 1,347	$ 0.67374	$ 1,537	$ 0.76830	$ 1,608	$ 0.80376	$ 1,726	$ 0.86286
			200		$ 186	$ 186	$ 0.33567	$ 212	$ 0.38038	$ 242	$ 0.43377	$ 253	$ 0.45379	$ 271	$ 0.48715
			500		$ 286	$ 286	$ 0.37900	$ 326	$ 0.43206	$ 372	$ 0.49270	$ 389	$ 0.51544	$ 418	$ 0.55334
55	R-3	Single-Family Resid. - Remodel with MPE's	1,000	A	$ 476	$ 476	$ 0.18750	$ 542	$ 0.21375	$ 618	$ 0.24375	$ 647	$ 0.25500	$ 694	$ 0.27375
			1,400		$ 551	$ 551	$ 0.20000	$ 628	$ 0.22800	$ 716	$ 0.26000	$ 749	$ 0.27200	$ 804	$ 0.29200
			2,000		$ 671	$ 671	$ 0.33525	$ 764	$ 0.38219	$ 872	$ 0.43583	$ 912	$ 0.45594	$ 979	$ 0.48947
			200		$ 154	$ 154	$ 0.21267	$ 176	$ 0.24244	$ 200	$ 0.27647	$ 209	$ 0.28923	$ 225	$ 0.31049
			500		$ 218	$ 218	$ 0.27240	$ 248	$ 0.31054	$ 283	$ 0.35412	$ 296	$ 0.37046	$ 318	$ 0.39770
56	R-3	Single-Family Resid. - Remodel without MPE's	1,000	A	$ 354	$ 354	$ 0.11625	$ 404	$ 0.13253	$ 460	$ 0.15113	$ 481	$ 0.15810	$ 517	$ 0.16973
			1,400		$ 401	$ 401	$ 0.13000	$ 457	$ 0.14820	$ 521	$ 0.16900	$ 545	$ 0.17680	$ 585	$ 0.18980
			2,000		$ 479	$ 479	$ 0.23925	$ 545	$ 0.27275	$ 622	$ 0.31103	$ 651	$ 0.32538	$ 699	$ 0.34931
			3,000		$ 2,033	$ 2,033	$ 0.31035	$ 2,317	$ 0.35380	$ 2,643	$ 0.40345	$ 2,765	$ 0.42207	$ 2,968	$ 0.45311
			7,500		$ 3,429	$ 3,429	$ 0.54501	$ 3,909	$ 0.62131	$ 4,458	$ 0.70852	$ 4,664	$ 0.74122	$ 5,007	$ 0.79572
57	R-1	Hotel: Low/Midrise (up to 3 stories) - Complete	15,000	A	$ 7,517	$ 7,517	$ 0.45658	$ 8,569	$ 0.52050	$ 9,772	$ 0.59355	$ 10,223	$ 0.62094	$ 10,975	$ 0.66660
			21,000		$ 10,256	$ 10,256	$ 0.28983	$ 11,692	$ 0.33040	$ 13,333	$ 0.37677	$ 13,949	$ 0.39416	$ 14,974	$ 0.42315
			30,000		$ 12,865	$ 12,865	$ 0.42883	$ 14,666	$ 0.48886	$ 16,724	$ 0.55748	$ 17,496	$ 0.58321	$ 18,783	$ 0.62609
58	-	[unused]	-	A	$ -										
			500		$ 286	$ 286	$ 0.28107	$ 326	$ 0.29762	$ 372	$ 0.33939	$ 389	$ 0.35505	$ 418	$ 0.38116
			1,250		$ 482	$ 482	$ 0.52536	$ 549	$ 0.59881	$ 626	$ 0.68297	$ 655	$ 0.71449	$ 703	$ 0.76703
59	R-1	Hotel: Low/Midrise (up to 3 stories) - TI / Remodel	2,500	A	$ 1,139	$ 1,139	$ 0.15950	$ 1,298	$ 0.18183	$ 1,480	$ 0.20735	$ 1,548	$ 0.21692	$ 1,662	$ 0.23287
			3,500		$ 1,298	$ 1,298	$ 0.49600	$ 1,480	$ 0.56544	$ 1,687	$ 0.64480	$ 1,765	$ 0.67456	$ 1,895	$ 0.72416
			5,000		$ 2,042	$ 2,042	$ 0.40840	$ 2,328	$ 0.46558	$ 2,655	$ 0.53092	$ 2,777	$ 0.55542	$ 2,981	$ 0.59626
			5,000		$ 2,963	$ 2,963	$ 0.25029	$ 3,378	$ 0.28533	$ 3,852	$ 0.32538	$ 4,030	$ 0.34039	$ 4,326	$ 0.36542
			20,000		$ 6,717	$ 6,717	$ 0.31525	$ 7,658	$ 0.35938	$ 8,733	$ 0.40962	$ 9,136	$ 0.42873	$ 9,807	$ 0.46026
60	R-1	Hotel: Highrise (4+ stories) - Complete	50,000	A	$ 16,175	$ 16,175	$ 0.05779	$ 18,439	$ 0.06588	$ 21,027	$ 0.07513	$ 21,996	$ 0.07859	$ 23,615	$ 0.08437
			100,000		$ 19,064	$ 19,064	$ 0.02869	$ 21,733	$ 0.03270	$ 24,784	$ 0.03729	$ 25,927	$ 0.03901	$ 27,834	$ 0.04188
			250,000		$ 23,367	$ 23,367	$ 0.09347	$ 26,639	$ 0.10655	$ 30,377	$ 0.12151	$ 31,779	$ 0.12712	$ 34,116	$ 0.13646
61	-	[unused]	-	A	$ -										
			500		$ 349	$ 349	$ 0.24933	$ 398	$ 0.28424	$ 453	$ 0.32413	$ 474	$ 0.33909	$ 509	$ 0.36403
			2,000		$ 723	$ 723	$ 0.46710	$ 824	$ 0.53249	$ 940	$ 0.60723	$ 983	$ 0.63526	$ 1,055	$ 0.68197
62	R-1	Hotel: Highrise (4+ stories) - TI / Remodel	5,000	A	$ 2,124	$ 2,124	$ 0.18176	$ 2,421	$ 0.20721	$ 2,761	$ 0.23629	$ 2,889	$ 0.24719	$ 3,101	$ 0.26537
			10,000		$ 3,033	$ 3,033	$ 0.10824	$ 3,457	$ 0.12339	$ 3,943	$ 0.14071	$ 4,125	$ 0.14721	$ 4,428	$ 0.15803
			25,000		$ 4,656	$ 4,656	$ 0.18626	$ 5,308	$ 0.21233	$ 6,053	$ 0.24213	$ 6,333	$ 0.25331	$ 6,798	$ 0.27193
			750		$ 767	$ 767	$ 0.62860	$ 874	$ 0.71660	$ 996	$ 0.81716	$ 1,042	$ 0.85490	$ 1,119	$ 0.91776
			3,000		$ 2,181	$ 2,181	$ 0.06530	$ 2,486	$ 0.06418	$ 2,835	$ 0.07319	$ 2,966	$ 0.07657	$ 3,184	$ 0.08220
63	R-2	Apartment / Condo: Low/Midrise (up to 3 stories) - Complete	7,500	A	$ 2,434	$ 2,434	$ 0.20320	$ 2,775	$ 0.30005	$ 3,164	$ 0.34216	$ 3,311	$ 0.35795	$ 3,554	$ 0.38427
			15,000		$ 4,408	$ 4,408	$ 0.34033	$ 5,025	$ 0.38797	$ 5,731	$ 0.44242	$ 5,995	$ 0.46284	$ 6,436	$ 0.49688
			37,500		$ 12,066	$ 12,066	$ 0.32175	$ 13,755	$ 0.36679	$ 15,685	$ 0.41827	$ 16,409	$ 0.43758	$ 17,616	$ 0.46975
64	-	[unused]	-	A	$ -										

City of Las Vegas
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Building & Safety Department

Table 3-C INSPECTION/PERMIT VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

Note: **All fees *include* MPE Inspections.**

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:									
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*	
						1.00		*1.14*		*1.30*		*1.38*		*1.46*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			200		$ 293	$ 293	$ 0.61075	$ 334	$ 0.69626	$ 381	$ 0.79398	$ 398	$ 0.83062	$ 428	$ 0.89170
			800		$ 659	$ 659	$ 0.40163	$ 752	$ 0.45785	$ 857	$ 0.52211	$ 897	$ 0.54621	$ 963	$ 0.58637
65	R-2	Apartment / Condo: Low/Midrise (up to 3 stories) - TI / Remodel	2,000	A	$ 1,141	$ 1,141	$ 0.29715	$ 1,301	$ 0.33875	$ 1,484	$ 0.38630	$ 1,552	$ 0.40412	$ 1,666	$ 0.43384
			4,000		$ 1,736	$ 1,736	$ 0.25846	$ 1,979	$ 0.29466	$ 2,256	$ 0.33602	$ 2,360	$ 0.35153	$ 2,534	$ 0.37737
			10,000		$ 3,287	$ 3,287	$ 0.32866	$ 3,747	$ 0.37466	$ 4,272	$ 0.42725	$ 4,470	$ 0.44696	$ 4,798	$ 0.47983
			200		$ 377	$ 377	$ 0.88550	$ 430	$ 1.00947	$ 490	$ 1.15115	$ 513	$ 1.20428	$ 550	$ 1.29283
			800		$ 908	$ 908	$ 0.58013	$ 1,035	$ 0.66134	$ 1,181	$ 0.75418	$ 1,235	$ 0.78897	$ 1,326	$ 0.84698
66	R-2	Apartment / Condo: Low/Midrise (up to 3 stories) - Addition	2,000	A	$ 1,604	$ 1,604	$ 0.26820	$ 1,829	$ 0.33995	$ 2,086	$ 0.38766	$ 2,182	$ 0.40555	$ 2,342	$ 0.43537
			4,000		$ 2,201	$ 2,201	$ 0.21977	$ 2,509	$ 0.25054	$ 2,861	$ 0.28571	$ 2,993	$ 0.29889	$ 3,213	$ 0.32087
			10,000		$ 3,519	$ 3,519	$ 0.35194	$ 4,012	$ 0.40122	$ 4,575	$ 0.45753	$ 4,786	$ 0.47864	$ 5,138	$ 0.51384
			10,000		$ 2,591	$ 2,591	$ 0.21560	$ 2,954	$ 0.24578	$ 3,369	$ 0.28028	$ 3,524	$ 0.29322	$ 3,783	$ 0.31478
			25,000		$ 5,825	$ 5,825	$ 0.41384	$ 6,641	$ 0.47177	$ 7,573	$ 0.53799	$ 7,923	$ 0.56282	$ 8,505	$ 0.60420
67	R-2	Apartment / Condo: Highrise (4+ stories) - Complete	50,000	A	$ 16,171	$ 16,171	$ 0.08803	$ 18,435	$ 0.10035	$ 21,023	$ 0.11444	$ 21,993	$ 0.11972	$ 23,610	$ 0.12852
			70,000		$ 17,932	$ 17,932	$ 0.12969	$ 20,442	$ 0.14785	$ 23,311	$ 0.16860	$ 24,387	$ 0.17638	$ 26,180	$ 0.18935
			100,000		$ 21,823	$ 21,823	$ 0.21823	$ 24,878	$ 0.24878	$ 28,369	$ 0.28369	$ 29,679	$ 0.29679	$ 31,861	$ 0.31861
68	-	[unused]	-	A	$ -										
			500		$ 259	$ 259	$ 0.24640	$ 296	$ 0.28090	$ 337	$ 0.32032	$ 353	$ 0.33510	$ 379	$ 0.35974
			2,000		$ 629	$ 629	$ 0.16170	$ 717	$ 0.18434	$ 818	$ 0.21021	$ 855	$ 0.21991	$ 918	$ 0.23608
69	R-2	Apartment / Condo: Highrise (4+ stories) - TI / Remodel	5,000	A	$ 1,114	$ 1,114	$ 0.12096	$ 1,270	$ 0.13789	$ 1,448	$ 0.15725	$ 1,515	$ 0.16451	$ 1,627	$ 0.17660
			10,000		$ 1,719	$ 1,719	$ 0.05789	$ 1,959	$ 0.06599	$ 2,235	$ 0.07526	$ 2,338	$ 0.07873	$ 2,510	$ 0.08452
			25,000		$ 2,587	$ 2,587	$ 0.10349	$ 2,949	$ 0.11798	$ 3,363	$ 0.13453	$ 3,519	$ 0.14074	$ 3,777	$ 0.15109
			500		$ 701	$ 701	$ 0.62370	$ 800	$ 0.71102	$ 912	$ 0.81081	$ 954	$ 0.84823	$ 1,024	$ 0.91060
			2,000		$ 1,637	$ 1,637	$ 0.51450	$ 1,866	$ 0.58653	$ 2,128	$ 0.66885	$ 2,226	$ 0.69972	$ 2,390	$ 0.75117
70	I-1	Residential Care - Complete	5,000	A	$ 3,180	$ 3,180	$ 0.50271	$ 3,626	$ 0.57309	$ 4,135	$ 0.65352	$ 4,325	$ 0.68369	$ 4,643	$ 0.73396
			10,000		$ 5,694	$ 5,694	$ 0.09844	$ 6,491	$ 0.11222	$ 7,402	$ 0.12797	$ 7,744	$ 0.13388	$ 8,313	$ 0.14372
			25,000		$ 7,171	$ 7,171	$ 0.28682	$ 8,174	$ 0.32698	$ 9,322	$ 0.37287	$ 9,752	$ 0.39008	$ 10,469	$ 0.41876
71	-	[unused]	-	A	$ -										
			100		$ 188	$ 188	$ 0.48300	$ 214	$ 0.55062	$ 244	$ 0.62790	$ 256	$ 0.65688	$ 274	$ 0.70518
			400		$ 333	$ 333	$ 0.29050	$ 379	$ 0.33117	$ 433	$ 0.37765	$ 453	$ 0.39508	$ 486	$ 0.42413
72	I-1	Residential Care - TI	1,000	A	$ 507	$ 507	$ 0.28980	$ 578	$ 0.33037	$ 659	$ 0.37674	$ 690	$ 0.39413	$ 740	$ 0.42311
			2,000		$ 797	$ 797	$ 0.20335	$ 909	$ 0.23182	$ 1,036	$ 0.26436	$ 1,084	$ 0.27656	$ 1,164	$ 0.29689
			5,000		$ 1,407	$ 1,407	$ 0.28140	$ 1,604	$ 0.32080	$ 1,829	$ 0.36582	$ 1,914	$ 0.38270	$ 2,054	$ 0.41084
			2,000		$ 2,480	$ 2,480	$ 0.36852	$ 2,827	$ 0.42011	$ 3,224	$ 0.47907	$ 3,373	$ 0.50118	$ 3,621	$ 0.53803
			8,000		$ 4,691	$ 4,691	$ 0.53385	$ 5,348	$ 0.60859	$ 6,099	$ 0.69400	$ 6,380	$ 0.72603	$ 6,849	$ 0.77942
73	I-2	Hospitals / Nursing Homes - Complete	20,000	A	$ 11,097	$ 11,097	$ 0.09432	$ 12,651	$ 0.10753	$ 14,427	$ 0.12262	$ 15,092	$ 0.12828	$ 16,202	$ 0.13771
			40,000		$ 12,984	$ 12,984	$ 0.05367	$ 14,802	$ 0.06118	$ 16,879	$ 0.06976	$ 17,658	$ 0.07298	$ 18,956	$ 0.07835
			100,000		$ 16,204	$ 16,204	$ 0.16204	$ 18,472	$ 0.18472	$ 21,065	$ 0.21065	$ 22,037	$ 0.22037	$ 23,657	$ 0.23657
74	-	[unused]	-	A	$ -										
			200		$ 304	$ 304	$ 0.46567	$ 346	$ 0.53086	$ 395	$ 0.60537	$ 413	$ 0.63331	$ 443	$ 0.67987
			800		$ 583	$ 583	$ 0.67167	$ 665	$ 0.76570	$ 758	$ 0.87317	$ 793	$ 0.91347	$ 851	$ 0.98083
75	I-2	Hospitals / Nursing Homes - TI	2,000	A	$ 1,389	$ 1,389	$ 0.09750	$ 1,583	$ 0.11115	$ 1,806	$ 0.12675	$ 1,889	$ 0.13260	$ 2,028	$ 0.14235
			4,000		$ 1,584	$ 1,584	$ 0.20002	$ 1,806	$ 0.22802	$ 2,059	$ 0.26002	$ 2,154	$ 0.27202	$ 2,313	$ 0.29202
			10,000		$ 2,784	$ 2,784	$ 0.27841	$ 3,174	$ 0.31739	$ 3,619	$ 0.36193	$ 3,786	$ 0.37854	$ 4,065	$ 0.40648
			500		$ 817	$ 817	$ 0.50610	$ 931	$ 0.57695	$ 1,062	$ 0.65793	$ 1,111	$ 0.68830	$ 1,193	$ 0.73891
			2,000		$ 1,576	$ 1,576	$ 0.45760	$ 1,797	$ 0.52169	$ 2,049	$ 0.59514	$ 2,143	$ 0.62261	$ 2,301	$ 0.66839
76	I-2	Child Care (24-hr, >5 kids <2.5 yrs) - Complete	5,000	A	$ 2,949	$ 2,949	$ 0.45675	$ 3,362	$ 0.52070	$ 3,834	$ 0.59378	$ 4,011	$ 0.62118	$ 4,306	$ 0.66686
			10,000		$ 5,233	$ 5,233	$ 0.13125	$ 5,966	$ 0.14962	$ 6,803	$ 0.17062	$ 7,117	$ 0.17849	$ 7,640	$ 0.19162
			25,000		$ 7,202	$ 7,202	$ 0.28808	$ 8,210	$ 0.32841	$ 9,362	$ 0.37450	$ 9,795	$ 0.39178	$ 10,515	$ 0.42059
77	-	[unused]	-	A	$ -										
			100		$ 175	$ 175.35	$ 0.45500	$ 200	$ 0.51879	$ 228	$ 0.59150	$ 238	$ 0.61880	$ 256	$ 0.66430
			400		$ 312	$ 312	$ 0.24675	$ 356	$ 0.28130	$ 405	$ 0.32078	$ 424	$ 0.33558	$ 455	$ 0.36026
78	I-2	Child Care (24-hr, >5 kids <2.5 yrs) - TI	1,000	A	$ 460	$ 460	$ 0.23940	$ 524	$ 0.27292	$ 598	$ 0.31122	$ 625	$ 0.32558	$ 671	$ 0.34952
			2,000		$ 699	$ 699	$ 0.18165	$ 797	$ 0.20708	$ 909	$ 0.23615	$ 951	$ 0.24704	$ 1,021	$ 0.26521
			5,000		$ 1,244	$ 1,244	$ 0.24885	$ 1,418	$ 0.28369	$ 1,618	$ 0.32351	$ 1,692	$ 0.33844	$ 1,817	$ 0.36332

City of Las Vegas
2014 BUILDING USER FEES
Building & Safety Department

Table 3-C INSPECTION/PERMIT VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

Note: All fees *include* MPE Inspections.

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:									
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*	
						1.00		*1.14*		*1.30*		*1.36*		*1.46*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			2,000		$ 2,739	$ 2,739.45	$ 0.32553	$ 3,123	$ 0.37110	$ 3,561	$ 0.42318	$ 3,726	$ 0.44271	$ 4,000	$ 0.47527
			8,000		$ 4,693	$ 4,693	$ 0.54326	$ 5,350	$ 0.61932	$ 6,100	$ 0.70624	$ 6,382	$ 0.73884	$ 6,851	$ 0.79316
79	I-3	Detention Facilities - Complete	20,000	A	$ 11,212	$ 11,212	$ 0.08567	$ 12,781	$ 0.09766	$ 14,575	$ 0.11137	$ 15,248	$ 0.11651	$ 16,369	$ 0.12508
			40,000		$ 12,925	$ 12,925	$ 0.05242	$ 14,735	$ 0.05976	$ 16,803	$ 0.06815	$ 17,578	$ 0.07130	$ 18,871	$ 0.07654
			100,000		$ 16,071	$ 16,071	$ 0.10071	$ 18,320	$ 0.16320	$ 20,892	$ 0.20892	$ 21,856	$ 0.21856	$ 23,463	$ 0.23463
80	-	[unused]	-	A	$ -										
			200		$ 312	$ 311.85	$ 0.56700	$ 356	$ 0.64638	$ 405	$ 0.73710	$ 424	$ 0.77112	$ 455	$ 0.82782
			800		$ 652	$ 652	$ 0.44100	$ 743	$ 0.50274	$ 848	$ 0.57330	$ 887	$ 0.59976	$ 952	$ 0.64386
81	I-3	Detention Facilities - TI	2,000	A	$ 1,181	$ 1,181	$ 0.30870	$ 1,347	$ 0.35192	$ 1,536	$ 0.40131	$ 1,607	$ 0.41983	$ 1,725	$ 0.45070
			4,000		$ 1,799	$ 1,799	$ 0.18553	$ 2,050	$ 0.21150	$ 2,338	$ 0.24119	$ 2,446	$ 0.25232	$ 2,626	$ 0.27087
			10,000		$ 2,912	$ 2,912	$ 0.29118	$ 3,319	$ 0.33195	$ 3,786	$ 0.37854	$ 3,960	$ 0.39601	$ 4,251	$ 0.42513
			250		$ 423	$ 423.15	$ 0.71361	$ 482	$ 0.81352	$ 550	$ 0.92770	$ 575	$ 0.97051	$ 618	$ 1.04188
			1,000		$ 958	$ 958	$ 0.56649	$ 1,093	$ 0.64580	$ 1,246	$ 0.73644	$ 1,303	$ 0.77043	$ 1,399	$ 0.82708
82	I-4	Day Care Facility - Complete	2,500	A	$ 1,808	$ 1,808	$ 0.33294	$ 2,061	$ 0.37956	$ 2,351	$ 0.43283	$ 2,459	$ 0.45280	$ 2,640	$ 0.48610
			5,000		$ 2,640	$ 2,640	$ 0.07724	$ 3,010	$ 0.08805	$ 3,433	$ 0.10041	$ 3,591	$ 0.10504	$ 3,855	$ 0.11277
			12,500		$ 3,220	$ 3,220	$ 0.25758	$ 3,671	$ 0.29384	$ 4,186	$ 0.33485	$ 4,379	$ 0.35031	$ 4,701	$ 0.37607
83	-	[unused]	-	A	$ -										
			100		$ 146	$ 145.95	$ 0.52850	$ 166	$ 0.60249	$ 190	$ 0.68705	$ 198	$ 0.71676	$ 213	$ 0.77161
			400		$ 305	$ 305	$ 0.25900	$ 347	$ 0.29526	$ 396	$ 0.33670	$ 414	$ 0.35224	$ 445	$ 0.37814
84	I-4	Day Care Facility - TI	1,000	A	$ 460	$ 460	$ 0.23940	$ 524	$ 0.27292	$ 598	$ 0.31122	$ 625	$ 0.32558	$ 671	$ 0.34952
			2,000		$ 699	$ 699	$ 0.18165	$ 797	$ 0.20708	$ 909	$ 0.23615	$ 951	$ 0.24704	$ 1,021	$ 0.26521
			5,000		$ 1,244	$ 1,244	$ 0.24885	$ 1,418	$ 0.28369	$ 1,618	$ 0.32351	$ 1,692	$ 0.33844	$ 1,817	$ 0.36332
			500		$ 420	$ 420.20	$ 0.36877	$ 479	$ 0.42039	$ 546	$ 0.47940	$ 571	$ 0.50152	$ 613	$ 0.53840
			2,000		$ 973	$ 973	$ 0.24815	$ 1,110	$ 0.28289	$ 1,265	$ 0.32260	$ 1,324	$ 0.33748	$ 1,421	$ 0.36230
85	S-1	Storage (Combustable - not S-2) - Complete	5,000	A	$ 1,718	$ 1,718	$ 0.19467	$ 1,958	$ 0.22192	$ 2,233	$ 0.25307	$ 2,336	$ 0.26475	$ 2,508	$ 0.28422
			10,000		$ 2,691	$ 2,691	$ 0.21278	$ 3,068	$ 0.24257	$ 3,498	$ 0.27661	$ 3,660	$ 0.28938	$ 3,929	$ 0.31065
			25,000		$ 5,883	$ 5,883	$ 0.23531	$ 6,706	$ 0.26826	$ 7,648	$ 0.30591	$ 8,001	$ 0.32002	$ 8,589	$ 0.34356
86	-	[unused]	-	A	$ -										
			100		$ 136	$ 136.40	$ 0.25300	$ 155	$ 0.28842	$ 177	$ 0.32890	$ 185	$ 0.34408	$ 199	$ 0.36938
			400		$ 212	$ 212	$ 0.15217	$ 242	$ 0.17347	$ 276	$ 0.19762	$ 289	$ 0.20695	$ 310	$ 0.22216
87	S-1	Storage (Combustable - not S-2) - TI	1,000	A	$ 304	$ 304	$ 0.08690	$ 346	$ 0.09907	$ 395	$ 0.11297	$ 413	$ 0.11818	$ 443	$ 0.12687
			2,000		$ 391	$ 391	$ 0.06947	$ 445	$ 0.10199	$ 508	$ 0.11631	$ 531	$ 0.12167	$ 570	$ 0.13062
			5,000		$ 659	$ 659	$ 0.13178	$ 751	$ 0.15023	$ 857	$ 0.17131	$ 896	$ 0.17922	$ 962	$ 0.19240
			5,000		$ 2,394	$ 2,393.72	$ 0.17627	$ 2,729	$ 0.20094	$ 3,112	$ 0.22915	$ 3,255	$ 0.23972	$ 3,495	$ 0.25735
			20,000		$ 5,038	$ 5,038	$ 0.09201	$ 5,743	$ 0.10490	$ 6,549	$ 0.11962	$ 6,851	$ 0.12514	$ 7,355	$ 0.13434
88	S-1	Repair Garage / Service Station - Complete	50,000	A	$ 7,798	$ 7,798	$ 0.06635	$ 8,890	$ 0.07564	$ 10,138	$ 0.08626	$ 10,605	$ 0.09024	$ 11,385	$ 0.09687
			100,000		$ 11,116	$ 11,116	$ 0.03584	$ 12,672	$ 0.04085	$ 14,450	$ 0.04659	$ 15,117	$ 0.04874	$ 16,229	$ 0.05232
			250,000		$ 16,491	$ 16,491	$ 0.06597	$ 18,800	$ 0.07520	$ 21,439	$ 0.08575	$ 22,428	$ 0.08971	$ 24,077	$ 0.09631
89	-	[unused]	-	A	$ -										
			100		$ 155	$ 155.40	$ 0.39200	$ 177	$ 0.44688	$ 202	$ 0.50960	$ 211	$ 0.53312	$ 227	$ 0.57232
			400		$ 273	$ 273	$ 0.18725	$ 311	$ 0.21347	$ 355	$ 0.24343	$ 371	$ 0.25466	$ 399	$ 0.27339
90	S-1	Repair Garage / Service Station - TI	1,000	A	$ 385	$ 385	$ 0.19215	$ 439	$ 0.21905	$ 501	$ 0.24980	$ 524	$ 0.26132	$ 563	$ 0.28054
			2,000		$ 578	$ 578	$ 0.16065	$ 658	$ 0.18314	$ 751	$ 0.20885	$ 785	$ 0.21848	$ 843	$ 0.23455
			5,000		$ 1,059	$ 1,059	$ 0.21189	$ 1,208	$ 0.24155	$ 1,377	$ 0.27546	$ 1,441	$ 0.28817	$ 1,547	$ 0.30936
			500		$ 429	$ 429.45	$ 0.40950	$ 490	$ 0.46683	$ 558	$ 0.53235	$ 584	$ 0.55692	$ 627	$ 0.59787
			2,000		$ 1,044	$ 1,044	$ 0.26565	$ 1,190	$ 0.30284	$ 1,357	$ 0.34535	$ 1,419	$ 0.36128	$ 1,524	$ 0.38785
91	S-2	Storage (Non-Combustable - not S-1) - Complete	5,000	A	$ 1,841	$ 1,841	$ 0.20853	$ 2,098	$ 0.23772	$ 2,393	$ 0.27109	$ 2,503	$ 0.28360	$ 2,687	$ 0.30445
			10,000		$ 2,883	$ 2,883	$ 0.20888	$ 3,287	$ 0.23812	$ 3,748	$ 0.27154	$ 3,921	$ 0.28408	$ 4,210	$ 0.30496
			25,000		$ 6,017	$ 6,017	$ 0.24066	$ 6,859	$ 0.27435	$ 7,821	$ 0.31286	$ 8,182	$ 0.32730	$ 8,784	$ 0.35136
92	-	[unused]	-	A	$ -										
			100		$ 130	$ 130.20	$ 0.24150	$ 148	$ 0.27531	$ 169	$ 0.31395	$ 177	$ 0.32844	$ 190	$ 0.35259
			400		$ 203	$ 203	$ 0.14525	$ 231	$ 0.16559	$ 263	$ 0.18883	$ 276	$ 0.19754	$ 296	$ 0.21207
93	S-2	Storage (Non-Combustable - not S-1) - TI	1,000	A	$ 290	$ 290	$ 0.08295	$ 330	$ 0.09456	$ 377	$ 0.10784	$ 394	$ 0.11281	$ 423	$ 0.12111
			2,000		$ 373	$ 373	$ 0.08540	$ 425	$ 0.09736	$ 485	$ 0.11102	$ 507	$ 0.11614	$ 544	$ 0.12466
			5,000		$ 629	$ 629	$ 0.12579	$ 717	$ 0.14340	$ 818	$ 0.16355	$ 855	$ 0.17107	$ 918	$ 0.18365

City of Las Vegas
2014 BUILDING USER FEES
Building & Safety Department

Table 3-C INSPECTION/PERMIT VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

Note: All fees *include* MPE inspections.

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:											
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*	
						1.00		*1.14*		*1.30*		*1.38*		*1.46*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			3,000		$ 937	$ 937.20	$ 0.07311	$ 1,068	$ 0.08334	$ 1,218	$ 0.09504	$ 1,275	$ 0.09943	$ 1,368	$ 0.10674
			12,000		$ 1,595	$ 1,595	$ 0.12224	$ 1,818	$ 0.13935	$ 2,074	$ 0.15891	$ 2,169	$ 0.16625	$ 2,329	$ 0.17847
94	S-2	Parking Garage - Complete	30,000	A	$ 3,795	$ 3,795	$ 0.01828	$ 4,327	$ 0.02084	$ 4,934	$ 0.02376	$ 5,162	$ 0.02486	$ 5,541	$ 0.02668
			60,000		$ 4,344	$ 4,344	$ 0.01245	$ 4,952	$ 0.01419	$ 5,647	$ 0.01619	$ 5,908	$ 0.01693	$ 6,342	$ 0.01818
			150,000		$ 5,464	$ 5,464	$ 0.03643	$ 6,229	$ 0.04153	$ 7,104	$ 0.04736	$ 7,431	$ 0.04954	$ 7,978	$ 0.05319
			200		$ 167	$ 166.95	$ 0.16275	$ 190	$ 0.18554	$ 217	$ 0.21158	$ 227	$ 0.22134	$ 244	$ 0.23762
			800		$ 265	$ 265	$ 0.11838	$ 302	$ 0.13267	$ 344	$ 0.15129	$ 360	$ 0.15827	$ 386	$ 0.16991
95	U	Utility Structure (without MPE's)	2,000	A	$ 404	$ 404	$ 0.10868	$ 461	$ 0.12389	$ 526	$ 0.14128	$ 550	$ 0.14780	$ 590	$ 0.15867
			4,000		$ 622	$ 622	$ 0.07788	$ 709	$ 0.08878	$ 808	$ 0.10124	$ 845	$ 0.10591	$ 908	$ 0.11370
			10,000		$ 1,089	$ 1,089	$ 0.10889	$ 1,241	$ 0.12413	$ 1,416	$ 0.14155	$ 1,481	$ 0.14808	$ 1,590	$ 0.15897
			200		$ 217	$ 216.70	$ 0.26583	$ 247	$ 0.30305	$ 282	$ 0.34558	$ 295	$ 0.36153	$ 316	$ 0.38812
			800		$ 376	$ 376	$ 0.19067	$ 429	$ 0.21736	$ 489	$ 0.24787	$ 512	$ 0.25931	$ 549	$ 0.27837
96	U	Utility Structure (with MPE's)	2,000	A	$ 605	$ 605	$ 0.17655	$ 690	$ 0.20127	$ 787	$ 0.22952	$ 823	$ 0.24011	$ 883	$ 0.25776
			4,000		$ 958	$ 958	$ 0.12613	$ 1,092	$ 0.14379	$ 1,246	$ 0.16397	$ 1,303	$ 0.17154	$ 1,399	$ 0.18415
			10,000		$ 1,715	$ 1,715	$ 0.17149	$ 1,955	$ 0.19550	$ 2,229	$ 0.22294	$ 2,332	$ 0.23323	$ 2,504	$ 0.25038
			1,000		$ 957	$ 956.55	$ 0.43330	$ 1,090	$ 0.49396	$ 1,244	$ 0.56329	$ 1,301	$ 0.58929	$ 1,397	$ 0.63262
			4,000		$ 2,256	$ 2,256	$ 0.31640	$ 2,572	$ 0.36070	$ 2,933	$ 0.41132	$ 3,069	$ 0.43030	$ 3,294	$ 0.46194
97	M	Mercantile / Store - Complete	10,000	A	$ 4,155	$ 4,155	$ 0.34104	$ 4,737	$ 0.38879	$ 5,401	$ 0.44335	$ 5,651	$ 0.46381	$ 6,066	$ 0.49792
			20,000		$ 7,565	$ 7,565	$ 0.07575	$ 8,624	$ 0.08636	$ 9,835	$ 0.09846	$ 10,289	$ 0.10302	$ 11,045	$ 0.11060
			50,000		$ 9,838	$ 9,838	$ 0.19676	$ 11,215	$ 0.22430	$ 12,789	$ 0.25578	$ 13,379	$ 0.26759	$ 14,363	$ 0.28726
			1,000		$ 599	$ 598.50	$ 0.27854	$ 682	$ 0.31754	$ 778	$ 0.36210	$ 814	$ 0.37881	$ 874	$ 0.40667
			4,000		$ 1,434	$ 1,434	$ 0.33041	$ 1,635	$ 0.37667	$ 1,864	$ 0.42953	$ 1,950	$ 0.44935	$ 2,094	$ 0.48240
98	M	Mercantile / Store - Expanded Shell	10,000	A	$ 3,417	$ 3,417	$ 0.05415	$ 3,895	$ 0.06173	$ 4,442	$ 0.07040	$ 4,647	$ 0.07364	$ 4,988	$ 0.07906
			20,000		$ 3,958	$ 3,958	$ 0.03438	$ 4,512	$ 0.03920	$ 5,146	$ 0.04470	$ 5,383	$ 0.04676	$ 5,779	$ 0.05020
			50,000		$ 4,990	$ 4,990	$ 0.09979	$ 5,688	$ 0.11376	$ 6,486	$ 0.12973	$ 6,786	$ 0.13572	$ 7,285	$ 0.14570
			100		$ 168	$ 168.00	$ 0.35000	$ 192	$ 0.39900	$ 218	$ 0.45500	$ 228	$ 0.47600	$ 245	$ 0.51100
			400		$ 273	$ 273	$ 0.37150	$ 311	$ 0.42351	$ 355	$ 0.48295	$ 371	$ 0.50524	$ 399	$ 0.54239
99	M	Mercantile / Store - TI	1,000	A	$ 496	$ 496	$ 0.13200	$ 565	$ 0.15048	$ 645	$ 0.17190	$ 674	$ 0.17952	$ 724	$ 0.19272
			2,000		$ 628	$ 628	$ 0.16813	$ 716	$ 0.19167	$ 816	$ 0.21857	$ 854	$ 0.22866	$ 917	$ 0.24547
			5,000		$ 1,132	$ 1,132	$ 0.22646	$ 1,291	$ 0.25816	$ 1,472	$ 0.29440	$ 1,540	$ 0.30799	$ 1,653	$ 0.33063
			5,000		$ 2,086	$ 2,086.35	$ 0.28371	$ 2,378	$ 0.32343	$ 2,712	$ 0.36882	$ 2,837	$ 0.38585	$ 3,046	$ 0.41422
			20,000		$ 8,342	$ 8,342	$ 0.28389	$ 7,230	$ 0.32363	$ 8,245	$ 0.36905	$ 8,625	$ 0.38608	$ 9,259	$ 0.41447
100	M	Mercantile / Store: Highrise - Complete	50,000	A	$ 14,859	$ 14,859	$ 0.07898	$ 16,939	$ 0.09003	$ 19,316	$ 0.10267	$ 20,208	$ 0.10741	$ 21,693	$ 0.11531
			100,000		$ 18,807	$ 18,807	$ 0.03374	$ 21,440	$ 0.03846	$ 24,450	$ 0.04386	$ 25,578	$ 0.04589	$ 27,459	$ 0.04926
			250,000		$ 23,869	$ 23,869	$ 0.09547	$ 27,210	$ 0.10884	$ 31,029	$ 0.12412	$ 32,461	$ 0.12985	$ 34,848	$ 0.13939
			200		$ 165	$ 165.00	$ 0.21083	$ 188	$ 0.24035	$ 215	$ 0.27406	$ 224	$ 0.28573	$ 241	$ 0.30782
			800		$ 292	$ 292	$ 0.31121	$ 332	$ 0.35478	$ 379	$ 0.40457	$ 396	$ 0.42324	$ 426	$ 0.45436
101	M	Mercantile / Store: Highrise - TI (up to 10k sf)	2,000	A	$ 665	$ 665	$ 0.18593	$ 758	$ 0.21195	$ 864	$ 0.24170	$ 904	$ 0.25288	$ 971	$ 0.27145
			4,000		$ 1,037	$ 1,037	$ 0.07008	$ 1,182	$ 0.07990	$ 1,348	$ 0.09111	$ 1,410	$ 0.09531	$ 1,514	$ 0.10232
			10,000		$ 1,457	$ 1,457	$ 0.14573	$ 1,661	$ 0.16613	$ 1,894	$ 0.18945	$ 1,982	$ 0.19819	$ 2,128	$ 0.21277
			5,000		$ 1,859	$ 1,858.50	$ 0.28070	$ 2,119	$ 0.32000	$ 2,416	$ 0.36491	$ 2,528	$ 0.38175	$ 2,713	$ 0.40982
			20,000		$ 6,069	$ 6,069	$ 0.28074	$ 6,919	$ 0.32004	$ 7,890	$ 0.36496	$ 8,254	$ 0.38180	$ 8,861	$ 0.40987
102	A-4	Arena	50,000	A	$ 14,491	$ 14,491	$ 0.08513	$ 16,520	$ 0.09704	$ 18,838	$ 0.11066	$ 19,708	$ 0.11577	$ 21,157	$ 0.12428
			100,000		$ 18,747	$ 18,747	$ 0.02751	$ 21,372	$ 0.03136	$ 24,371	$ 0.03576	$ 25,496	$ 0.03741	$ 27,371	$ 0.04016
			250,000		$ 22,874	$ 22,874	$ 0.09150	$ 26,076	$ 0.10430	$ 29,736	$ 0.11894	$ 31,108	$ 0.12443	$ 33,396	$ 0.13358
			5,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			20,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
103	A-5	Amusement Park Structure: Deposit	50,000	A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			100,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			250,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			10,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			40,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
104	A-5	Stadium: Deposit	100,000	A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			200,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			500,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

City of Las Vegas
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Table 3-C INSPECTION/PERMIT VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

Note: All fees *include* MPE Inspections.

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:									
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*	
						1.00		*1.14*		*1.30*		*1.36*		*1.46*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			200		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			800		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
105	CSR	Commercial TI - Structural Review Add-on	2,000	A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			4,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			10,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			100		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			400		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
106	RSR	Residential Remodel / Addition - Structural Review Add-on	1,000	A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			2,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			5,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			10,000		$ 1,177	$ 1,177.05	$ 0.05831	$ 1,342	$ 0.06647	$ 1,530	$ 0.07580	$ 1,601	$ 0.07930	$ 1,718	$ 0.08513
			40,000		$ 2,928	$ 2,928	$ 0.05656	$ 3,336	$ 0.06448	$ 3,804	$ 0.07353	$ 3,980	$ 0.07692	$ 4,272	$ 0.08256
107	M	Mercantile / Store: Highrise - TI (over 10k sf)	100,000	A	$ 6,320	$ 6,320	$ 0.05655	$ 7,205	$ 0.06447	$ 8,216	$ 0.07352	$ 8,595	$ 0.07691	$ 9,227	$ 0.08257
			200,000		$ 11,975	$ 11,975	$ 0.02165	$ 13,652	$ 0.02468	$ 15,568	$ 0.02815	$ 16,286	$ 0.02945	$ 17,484	$ 0.03161
			500,000		$ 18,471	$ 18,471	$ 0.03694	$ 21,056	$ 0.04211	$ 24,012	$ 0.04802	$ 25,120	$ 0.05024	$ 26,967	$ 0.05393
			5,000		$ 762	$ 762.30	$ 0.06881	$ 869	$ 0.07844	$ 991	$ 0.08945	$ 1,037	$ 0.09358	$ 1,113	$ 0.10046
			20,000		$ 1,704	$ 1,704	$ 0.05656	$ 2,046	$ 0.06448	$ 2,333	$ 0.07353	$ 2,440	$ 0.07692	$ 2,620	$ 0.08258
108	M	Mercantile / Store: Non-Highrise - TI (over 5k sf)	50,000	A	$ 3,491	$ 3,491	$ 0.05657	$ 3,980	$ 0.06449	$ 4,539	$ 0.07355	$ 4,748	$ 0.07694	$ 5,097	$ 0.08260
			100,000		$ 6,320	$ 6,320	$ 0.04056	$ 7,205	$ 0.04626	$ 8,216	$ 0.05276	$ 8,595	$ 0.05519	$ 9,227	$ 0.05925
			250,000		$ 12,407	$ 12,407	$ 0.04963	$ 14,144	$ 0.05658	$ 16,129	$ 0.06452	$ 16,874	$ 0.06749	$ 18,114	$ 0.07246
			5,000		$ 1,873	$ 1,873.08	$ 0.08750	$ 2,135	$ 0.09975	$ 2,435	$ 0.11375	$ 2,547	$ 0.11900	$ 2,735	$ 0.12775
			20,000		$ 3,186	$ 3,186	$ 0.14662	$ 3,632	$ 0.16737	$ 4,141	$ 0.19088	$ 4,332	$ 0.19967	$ 4,651	$ 0.21435
109	HSHL	Standard Shell - Highrise	50,000	A	$ 7,590	$ 7,590	$ 0.02393	$ 8,653	$ 0.02728	$ 9,867	$ 0.03111	$ 10,322	$ 0.03255	$ 11,081	$ 0.03494
			100,000		$ 8,787	$ 8,787	$ 0.01389	$ 10,017	$ 0.01583	$ 11,423	$ 0.01806	$ 11,950	$ 0.01889	$ 12,829	$ 0.02028
			250,000		$ 10,870	$ 10,870	$ 0.04348	$ 12,392	$ 0.04957	$ 14,131	$ 0.05652	$ 14,783	$ 0.05913	$ 15,870	$ 0.06348
			1,000		$ 1,535	$ 1,534.88	$ 0.34231	$ 1,750	$ 0.39023	$ 1,995	$ 0.44500	$ 2,087	$ 0.46554	$ 2,241	$ 0.49977
			4,000		$ 2,582	$ 2,582	$ 0.24979	$ 2,920	$ 0.28476	$ 3,330	$ 0.32473	$ 3,484	$ 0.33971	$ 3,740	$ 0.36469
110	LSHL	Standard Shell - Non-Highrise	10,000	A	$ 4,060	$ 4,060	$ 0.17126	$ 4,629	$ 0.19523	$ 5,278	$ 0.22263	$ 5,522	$ 0.23291	$ 5,928	$ 0.25003
			20,000		$ 5,773	$ 5,773	$ 0.10481	$ 6,581	$ 0.11949	$ 7,505	$ 0.13628	$ 7,851	$ 0.14255	$ 8,428	$ 0.15303
			50,000		$ 8,917	$ 8,917	$ 0.17835	$ 10,166	$ 0.20331	$ 11,592	$ 0.23185	$ 12,128	$ 0.24255	$ 13,019	$ 0.26038
			5,000		$ 1,768	$ 1,767.59	$ 0.08169	$ 2,015	$ 0.09313	$ 2,298	$ 0.10620	$ 2,404	$ 0.11110	$ 2,581	$ 0.11927
			20,000		$ 2,993	$ 2,993	$ 0.13852	$ 3,412	$ 0.15791	$ 3,891	$ 0.18007	$ 4,070	$ 0.18839	$ 4,370	$ 0.20224
111	HRHB	Core & Shell / Remodel - Highrise	50,000	A	$ 7,149	$ 7,149	$ 0.02344	$ 8,149	$ 0.02672	$ 9,293	$ 0.03047	$ 9,722	$ 0.03188	$ 10,437	$ 0.03422
			100,000		$ 8,321	$ 8,321	$ 0.01350	$ 9,485	$ 0.01539	$ 10,817	$ 0.01755	$ 11,316	$ 0.01836	$ 12,148	$ 0.01971
			250,000		$ 10,345	$ 10,345	$ 0.04138	$ 11,793	$ 0.04717	$ 13,449	$ 0.05379	$ 14,069	$ 0.05628	$ 15,104	$ 0.06042
			1,000		$ 753	$ 753.48	$ 0.17505	$ 859	$ 0.19956	$ 980	$ 0.22757	$ 1,025	$ 0.23807	$ 1,100	$ 0.25557
			4,000		$ 1,279	$ 1,279	$ 0.29683	$ 1,458	$ 0.33838	$ 1,662	$ 0.38587	$ 1,739	$ 0.40368	$ 1,867	$ 0.43337
112	LRHB	Core & Shell / Remodel - Non-Highrise	10,000	A	$ 3,060	$ 3,060	$ 0.05023	$ 3,488	$ 0.05726	$ 3,977	$ 0.06530	$ 4,161	$ 0.06832	$ 4,467	$ 0.07334
			20,000		$ 3,562	$ 3,562	$ 0.02892	$ 4,061	$ 0.03297	$ 4,630	$ 0.03760	$ 4,844	$ 0.03933	$ 5,200	$ 0.04223
			50,000		$ 4,430	$ 4,430	$ 0.08859	$ 5,050	$ 0.10099	$ 5,758	$ 0.11517	$ 6,024	$ 0.12048	$ 6,467	$ 0.12934
			200		$ 387	$ 387.00	$ 0.45000	$ 441	$ 0.51300	$ 503	$ 0.58500	$ 526	$ 0.61200	$ 565	$ 0.65700
			800		$ 657	$ 657	$ 0.76250	$ 749	$ 0.86925	$ 854	$ 0.99125	$ 894	$ 1.03700	$ 959	$ 1.11325
113	-	Apartment / Condo: Remodel/Re-hab	2,000	A	$ 1,572	$ 1,572	$ 0.12900	$ 1,792	$ 0.14706	$ 2,044	$ 0.16770	$ 2,138	$ 0.17544	$ 2,295	$ 0.18834
			4,000		$ 1,830	$ 1,830	$ 0.07433	$ 2,086	$ 0.08474	$ 2,379	$ 0.09663	$ 2,489	$ 0.10109	$ 2,672	$ 0.10853
			10,000		$ 2,276	$ 2,276	$ 0.22760	$ 2,595	$ 0.25948	$ 2,959	$ 0.29588	$ 3,095	$ 0.30954	$ 3,323	$ 0.33230
			100		$ 64	$ 64.00	$ 0.14400	$ 73	$ 0.16416	$ 83	$ 0.18720	$ 87	$ 0.19584	$ 93	$ 0.21024
			400		$ 107	$ 107	$ 0.08800	$ 122	$ 0.10032	$ 139	$ 0.11440	$ 146	$ 0.11968	$ 157	$ 0.12848
114	-	Foundation - Non-Highrise	1,000	A	$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			2,000		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			5,000		$ 160	$ 160	$ 0.03200	$ 182	$ 0.03648	$ 208	$ 0.04160	$ 218	$ 0.04352	$ 234	$ 0.04672
-	-	END OF FEE LIST	-	-	$ -										

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Table 3-D MPE FEES (Mechanical, Plumbing and Electrical stand alone Permits)

Fee Service Information		*Effective July 7, 2014*	
Fee #	Fee Title	Plan Check Fees	Permit/Inspection Fees
1	**ADMINISTRATIVE (BASE) FEES**		
2	Permit Issuance (Includes Admin, initial travel, and documentation): 1-time fee per Permit	$ -	$ 55
3	*Please note that Plan Check fees listed on this table are for the first half hour of review. Additional plan check fees will apply when reviews are greater than a half hour.*		
4	Each additional trip to the project location	$ -	$ 25
5	Plan Collation fee	$ 110	$ -
6	{unused}		
7	{unused}		
8	{unused}		
9	{unused}		
10	**MECHANICAL PERMIT FEES**		
11	FAU less than 100,000 Btu/h	$ 88	$ 97
12	FAU greater than 100,000 Btu/h	$ 88	$ 97
13	Floor furnace (including vent)	$ 88	$ 97
14	Suspended, wall, or floor-mounted heaters	$ 88	$ 97
15	Appliance vents not included in an appliance permit	$ 88	$ 96
16	Addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system.	$ 88	$ 96
17	Boiler or compressor, up to 3HP / Absorption system up to 100,000 Btu/h.	$ 88	$ 140
18	Boiler or compressor, from 3HP to 15 HP / Absorption system from 100,000 Btu/h to 500,000 Btu/h.	$ 88	$ 190
19	Boiler or compressor, from 15 HP to 30 HP / Absorption system from 500,000 Btu/h to 1,000,000 Btu/h.	$ 88	$ 190
20	Boiler or compressor, from 30 HP to 50 HP, / absorption system from 1,000,000 Btu/h to 1,750,000 Btu/h.	$ 88	$ 221
21	Boiler or compressor, over 50 HP / Absorption system over 1,750,000 Btu/h.	$ 88	$ 253
22	Air-handling unit, including attached ducts.	$ 88	$ 181
23	Air-handling unit over 10,000 CFM	$ 88	$ 181
24	Evaporative cooler	$ 88	$ 127
25	Ventilation fan connected to a single duct	$ 88	$ 97
26	Ventilation system (not a portion of heating or a/c system)	$ 88	$ 97
27	Hood and duct system.	$ 88	$ 127
28	Incinerator, residential	$ 88	$ 64
29	Commercial or Industrial-type incinerator	$ 88	$ 127
30	Misc. appliances or equipment.	$ 88	$ 64
31	Misc. repair	$ 88	$ 22
32	HVAC Exact change out	$ 88	$ 100
33	HVAC minor repair	$ 88	$ 100

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Table 3-D MPE FEES (Mechanical, Plumbing and Electrical stand alone Permits)

Fee Service Information		*Effective July 7, 2014*	
Fee #	**Fee Title**	**Plan Check Fees**	**Permit/Inspection Fees**
34	Stand Alone Mechanical Plan Check (per hour @ staff hourly rates)	$ 176	$ -
35	Other Mechanical Inspections (per hour @ staff hourly rates)	$ -	$ 176
36	Walk in Cooler installation	$ 160	$ 108
37	**PLUMBING / GAS PERMIT FEES**		
38	Plumbing fixtures, including piping (each 10 fixtures)	$ -	$ 64
39	Building sewer install / repair / replacement (per 100 lf)	$ 88	$ 95
40	Rainwater systems (per drain)	$ -	$ 22
41	Water Piping Replacement (each 2,500 sf) (Kitec & repipes)	$ 88	$ 139
42	Gas Piping - 1-4 outlets	$ 88	$ 95
43	Gas Piping - each additional 4 outlets		$ 36
44	Water Heater		$ 22
45	Industrial waste pretreatment interceptor	$ 88	$ 96
46	Water softener equipment, including piping (each)	$ -	$ 22
47	Repair or alteration of drainage or vent piping, each fixture	$ 88	$ 64
48	{unused}		
49	{unused}		
50	{unused}		
51	Solar installations	$ 88	$ 139
52	Med Gas	$ 88	$ 98
53	Sewer Connection Fee (administrative fee + current sewer connection fees for the number of fixtures)		
54	Gas line repair or tag	$ 88	$ 96
55	Stand Alone Plumbing Plan Check (per hour @ staff hourly rates)	$ 176	$ -
56	Other Plumbing and Gas Inspections (per hour @ staff hourly rates)	$ -	$ 176
57	Misc. repair	$ 88	$ 41
58	**ELECTRICAL PERMIT FEES**		
59	**Special Events:**		
60	Temporary Electrical Power Distribution (Special Events)	$ 40	$ 170
61	{unused}		
62	{unused}		
63	**Receptacle, Switch, and Lighting Outlets:**		
64	First 10	$ 88	$ 105
65	Each Additional 10	$ -	$ 34
66	Pole or platform-mounted lighting fixtures (each 5)	$ 88	$ 64
67	Theatrical-type lighting fixtures or assemblies (each)	$ 88	$ 97
68	Residential Fixed Appliances (each 5)	$ -	$ 64
69	Nonresidential Fixed Appliances (each 2)	$ 88	$ 97

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Table 3-D MPE FEES (Mechanical, Plumbing and Electrical stand alone Permits)

Fee Service Information		*Effective July 7, 2014*	
Fee #	Fee Title	Plan Check Fees	Permit/Inspection Fees
70	{unused}	$ -	$ -
71	Meter tags		$ 88
72	Low voltage devices		$ 70
72A	Low voltage outlets (First 10 outlets at same pricing as #64; Each additional 10 at same pricing as #65)		$ 105
73	Misc. repair	$ 88	$ 22
74	**Power Apparatus:**		
75	**Motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other apparatus:**		
76	**Rating in horsepower (HP - motors) or kilovolt-amperes (KVA - transformers):**		
77	Up to and including 1 kVA/hp (each 3)	$ 88	$ 96
78	Over 1 and not over 10 kVA/hp (each 3)	$ 88	$ 96
79	Over 10 and not over 50 kVA/hp (each 3)	$ 88	$ 97
80	Over 50 and not over 100 kVA/hp (each 3)	$ 88	$ 97
81	Over 100 kVA/hp (each)	$ 88	$ 97
82	Photovoltaic system - 3 power apparatus (up to 10 kW included in base fee)	$ 88	$ 259
83	Each additional 10 kW	$ 52	$ 53
84	Note: These fees include all switches, circuit breakers, contactors, thermostats, relays, and other directly related control equipment.		
85	{unused}		
86	Busways	$ 88	$ 127
87	(An additional fee will be required for lighting fixtures, motors, and other appliances that are connected to trolley and plug-in-type busways. No fee is required for portable tools.)		
88	**Signs, Outline Lighting, and Marquees:**		
89	Signs, Outline Lighting, or Marquees supplied from one branch circuit (each)	$ 88	$ 139
90	Additional branch circuits within the same sign, outline lighting system, or marquee (each)	$ -	$ 139
91	{unused}		
92	{unused}		
93	**Services:**		
94	Services of 600 volts or less and not over 200 amperes in rating (each)	$ 88	$ 105
95	Services of 600 volts or less and over 200 amperes to 1000 amperes in rating (each)	$ 88	$ 106
96	Services over 600 volts or over 1000 amperes in rating (each)	$ 88	$ 140
97	Service Change	$ 88	$ 97
98	Miscellaneous Power Distribution Apparatus, Conduits, and Conductors	$ 88	$ 140
99	Electrical apparatus, conduits, and conductors for which a permit is required, but for which no fee is herein set forth	$ 88	$ 97

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Table 3-D MPE FEES (Mechanical, Plumbing and Electrical stand alone Permits)

Fee Service Information		*Effective July 7, 2014*	
Fee #	**Fee Title**	**Plan Check Fees**	**Permit/Inspection Fees**
100	Temporary Power Service	$ -	$ 55
101	Temporary Power Service with Subpanel	$ -	$ 64
102	Temporary power pole.	$ 88	$ 55
103	Sub poles (each)	$ 88	$ 33
104	Exact Panel change out	$ 80	$ 96
105	Minor Electrical	$ 88	$ 64
106	Meter pedestal	$ 88	$ 96
107	Stand Alone Electrical Plan Check (per hour @ staff hourly rates)	$ 176	$ -
108	Other Electrical Inspections (per hour @ staff hourly rates)	$ -	$ 176
109	Parking Lot & Site Lighting Poles (1-5 poles included)	$ 88	$ 232
110	Parking Lot & Site Lighting Poles (each additional 5 poles)		$ 35
111	Special Event Annual Permit (actual time at staff hourly rates; 1-hour minimum; + 1-time admin fee)	$ -	$ 176

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2014 BUILDING USER FEES
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Table 3-E OTHER CONSTRUCTION FEES - MISCELLANEOUS ITEMS

Fee Service Information		*Effective July 7, 2014*	
Fee #	**Fee Title**	**Plan Check Fees**	**Permit/Inspection Fees**
	Permit Issuance Fee (administrative fee for each permit issued)		$55
1	Administrative Appeal (B.O. Hearing Committee) Total Cost per Appeal	$176	
2	Amusement Ride Initial Permit	$200	
2A	Special Inspection Agency Initial Listing (AR-3 base fee plus $50 per qualified person)	$300	
3	Amusement Ride Annual Re-Certification (Structural reviews are additional costs at the hourly rates)	$100	
3A	Special Inspection Agency Renewal (AR-3 base fee plus $50 per qualified person)	$250	
4	Board of Appeals - Filing / Processing (+ Admin Fee)	$22	
5	Board of Appeals - Appeal Hearing (Actual Time @ staff billable hourly rates)		
6	Canopy - Motor Vehicle Fueling Stations (each canopy)	$194	$165
7	Canopy - Other (first 300 sf)	$194	$165
8	each additional 300 sf	$21	$51
9	Carport - pre-fab (Residential)	$118	$80
10	Carport - Custom and Commercial (first 300 sf)	$150	$125
11	each additional 300 sf	$21	$51
12	Cellular / Mobile Phone Tower	$260	$183
12A	Cellular tower Antenna addition or replacement	$209	$64
13	[unused]		$0
14	Change of Address	$61	
15	Change of Contractor	$83	
16	Investigation - Change of Occupancy		$315
17	Construction Trailer	$69	$97
18	[unused]		
19	[unused]		
20	Deck / Balcony - first 300 sf	$200	$250
21	Each additional 100 sf	$21	$51
22	Deck / Balcony - Engineered - first 300 sf	$152	$250
23	Each additional 100 sf	$20	$51

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Table 3-E OTHER CONSTRUCTION FEES - MISCELLANEOUS ITEMS

Fee Service Information		*Effective July 7, 2014*	
Fee #	**Fee Title**	**Plan Check Fees**	**Permit/Inspection Fees**
24	Chapter 34 IBC / EBC Analysis (Permit Issuance Fee + Actual Time @ staff billable hourly rates) [Plan check is a typical total calculation for comparison. The current minimum base fee is $214 for plan check and $176 for inspection, which covers the first hour of service. Staff hourly rates apply after the first hour.]	$214	$176
25	Demolition	$100	$111
26	Deferred Submittal (Actual Time @ staff billable hourly rates, 1-hour minimum)	$245	
27	[unused]		
28	[unused]		
29	[unused]		
30	[unused]		
31	[unused]		
32	Entry Gates (AVI)	$180	$119
33	Express Admin for Express Plan Check	$550	
34	Express Plan Check - Per Hour	$660	
35	Express Inspection		$160
36	**Fence or Wall (wood, chain link, wrought iron):**		
37	up to 6 feet in height, 1st 100 l.f.	$71	$98
38	Each additional 100 lf	$48	$17
39	Greater than 6 feet in height, 1st 100 l.f.	$69	$98
40	Each additional 100 lf	$48	$17
41	**Masonry Retaining Wall:**		
42	Stacked Block Wall	$80	$149
43	Masonry - 6' or less, first 100 lf (no SI required)	$89	$242
44	Masonry Greater than 6 feet, first 100 lf (SI inspection required)	$95	$97
45	Each additional 100 lf	$53	$51
46	**Masonry Freestanding Wall:**		
47	8 feet or less, first 100 lf	$90	$165
48	Greater than 8 feet, first 100 lf	$98	$98
49	Each additional 100 lf	$54	$51

City of Las Vegas
2014 BUILDING USER FEES
Building & Safety Department

Table 3-E OTHER CONSTRUCTION FEES - MISCELLANEOUS ITEMS

Fee Service Information		*Effective July 7, 2014*	
Fee #	**Fee Title**	**Plan Check Fees**	**Permit/Inspection Fees**
50	Fireplace - Masonry	$173	$285
51	Fireplace - Manufactured	$173	$148
52	Flag pole (greater than 20 feet in height)	$33	$94
53	[unused]		
54	Fast track plumbing tags (no inspection)	$55	
55	Fire Permit Admin Processing	$50	
56	Garage - Private Residential (first 1000 sf)	$198	$304
57	each additional 500 sf	$27	$86
58	**Grading (Cut and Fill):**		
59	Site Investigation (Actual Time @ staff billable hourly rates) [calculated cost is a typical case or potential deposit]		$125
60	Grading Plan Review	$176	
61	Clear and Grub	$87	$47
62	[unused]		
63	50-100 CY	$77	$45
64	101 - 500 CY	$77	$57
65	501 - 1,000 CY	$77	$69
66	Each Add'l 100 CY or portion thereof (plus base fee)	$12	$19
67	10,000 CY (minimum)	$67	$110
68	Each Add'l 1,000 CY or portion thereof (plus base fee)	$12	$19
69	100,000 CY (minimum)	$67	$110
70	Each Add'l 10,000 CY or portion thereof (plus base fee)	$12	$19
71	Administrative Fee - Certificate of Completion - No Research	$59	
72	Certificate of Occupancy - Duplicate (Permit Issuance Fee + actual time @ staff billable hourly rates)	$150	
73	Research and Processing for Large Projects requesting Permit Renewals	$500	
74	Pre Application Meeting	$176	
75	SI Final Report Review by Inspections Supervisor (per hour)		$176

City of Las Vegas
2014 BUILDING USER FEES
Building & Safety Department

Table 3-E OTHER CONSTRUCTION FEES - MISCELLANEOUS ITEMS

Fee Service Information		*Effective July 7, 2014*	
Fee #	**Fee Title**	**Plan Check Fees**	**Permit/Inspection Fees**
76	Finals Only Permit Renewal (per inspection)		$55
77	Stock Pile	$83	$100
78	Drainage structure/manhole	$86	$106
79	Grandstand Seating / Bleachers - Fixed (up to 3 tiers or up to 300 lf of seating)	$190	$209
80	Grandstand Seating / Bleachers - Non-Fixed / Moveable / Foldable (up to 3 tiers or up to 300 lf of seating) (Special Events)	$173	$209
81	each additional 3 tiers or 300 lf of seating	$17	$44
82	Overtime Express (after working hours)		$238
83	Callout Inspections - Minimum of 3 hours (Actual Time @ staff billable hourly rates)		$363
84	Special Inspection (SI) fees (Actual Time @ staff billable hourly rates)		$317
85	Investigation Inspection		$344
86	[unused]		
87	Exterior Improvements (e.g., siding, stucco, windows)	$116	$149
88	OTC Express Reviews - Per Hour [no cost analysis]	$220	
89	Moved / Relocated Building - Initial Assessment (includes first 10 miles)	$108	$284
90	Each additional 10 miles (or portion thereof)	$27	
91	On-sites - hardscapes and improvements	$186	$109
92	On-sites - water sewer	$186	$149
93	**Patio Cover (includes ICC Products) (attached and detached, lattice and solid):**		
94	Lattice first 500 s.f. (ICC Products)	$80	$153
95	Solid cover first 500 s.f. (ICC Products)	$80	$153
95B	SNBO / CLV Standard - first 500 sf	$80	$216
96	Each additional 500 sf	$22	$43
97	Engineered design - first 500 sf (if PC required)	$100	$219
97B	Each additional 500 sf	$22	$102
98	[unused]		

City of Las Vegas
2014 BUILDING USER FEES
Building & Safety Department

Table 3-E OTHER CONSTRUCTION FEES - MISCELLANEOUS ITEMS

Fee Service Information		*Effective July 7, 2014*	
Fee #	**Fee Title**	**Plan Check Fees**	**Permit/Inspection Fees**
99	**Patio Enclosure:**		
100	Wood frame up to 1,000 s.f. (including new roof)	$138	$209
101	each additional 1,000 s.f.	$23	$167
102	Other frame (ICC products) up to 1,000 s.f.	$133	$112
103	additional 1,000 s.f.	$23	$85
104	Engineered design (not ICC products) up to 1,000 s.f. (including new roof)	$119	$160
105	additional 1,000 s.f.	$18	$160
106	Enclosure walls under existing roof - first 1,000 s.f. of enclosed area (non-habitable space)	$297	$199
107	each additional 1,000 s.f. of enclosed area	$36	$43
108	Footings	$79	$22
109	Overtime (OT) Plans Exam Requested - Per Hour (Add-on Fee for Overtime) [Contract Minumum, no cost analysis]	$264	
110	**Re-roofing - Residential:**		
111	First 30 squares or 3,000 sf	$59	$103
112	Each additional 10 squares	$16	$13
113	Roof Structure Replacement / Upgrade	$108	$87
114	**Re-roofing - Commercial:**		
115	First 30 squares or 3,000 sf	$138	$142
116	Each additional 10 squares	$9	$14
117	Roof Structure Replacement / Upgrade	$108	$195
118	Sewer Connection - Staff Administration and Processing	$67	
119	Statues and other large Art Installations (Actual Time @ staff billable hourly rates)	$88	$24
120	Shade Structures (first 300 sf)	$152	$112
121	each additional 300 sf	$36	$44
122	[unused]		

City of Las Vegas
2014 BUILDING USER FEES
Building & Safety Department

Table 3-E OTHER CONSTRUCTION FEES - MISCELLANEOUS ITEMS

Fee Service Information		*Effective July 7, 2014*	
Fee #	**Fee Title**	**Plan Check Fees**	**Permit/Inspection Fees**
123	**Signs:**		
124	Pole	$88	$120
125	Monument	$97	$120
126	Wall / Roof	$77	$120
126A	Wall / Roof - Additional Signs per Address	$57	$62
127	Free-standing outdoor advertising (billboard)	$88	$120
128	Political signs	$19	
129	Sales Office Conversions (e.g., model homes)	$60	$74
130	Stable (first 1000 sf)	$113	$200
131	each additional 500 sf	$15	$85
132	Storage Racks (>5'9') - First 500 lf	$198	$111
133	each additional 500 lf	$13	$42
134	Misc. Structure (BBQ, Smoker, Sauna) (>5')	$101	$99
135	**Swimming Pool / Spa :**		
136	Vinyl-lined / fiberglass	$184	$223
136B	Manufactured Spa	$120	$137
137	Gunite (up to 800 s.f.)	$204	$350
138	each additional 800 s.f.	$28	$133
139	Commercial pool (up to 800 sf)	$230	$416
140	each additional 800 s.f.	$28	$170
141	Excavation Only	$40	
142	Fountains / Water Features	$152	$156
143	Subterranean Pool Equipment Structure	$134	$454
144	Tanks (Actual Time @ staff billable hourly rates)	$45	
145	Propane (Actual Time @ staff billable hourly rates)	$114	$22
146	Tower (0-30 feet) (Actual Time @ staff billable hourly rates)	$132	$109
147	Tower (over 30 feet) (Actual Time @ staff billable hourly rates)	$132	$111

City of Las Vegas
2014 BUILDING USER FEES
Building & Safety Department

Table 3-E OTHER CONSTRUCTION FEES - MISCELLANEOUS ITEMS

Fee Service Information		*Effective July 7, 2014*	
Fee #	**Fee Title**	**Plan Check Fees**	**Permit/Inspection Fees**
148	**Trellis:**		
149	First 500 sf	$136	$102
150	each additional 500 sf	$15	$85
151	Temporary Sales Office (new)	$138	$145
152	Alternate Methods and Materials (Actual Time @ staff billable hourly rates) - Minimum of $550	$550	
153	Trash Enclosures	$75	$144
154	Revisions to permitted projects (standard) (Actual Time @ staff billable hourly rates, 1-hour minimum) [calculated cost is a typical case or potential deposit]	$171	
155	Inspection Re-fees [no cost analysis]		$125
156	Kiosk	$114	$187
157	In Lieu of (ILO) Review	$80	
158	**Disaster Repair Plan Check**		
159	Plan Check Fee (Actual Time @ staff billable hourly rates, 1-hour minimum) [calculated cost is a typical case or potential deposit] [Current fee shown is a typical total calculation.][Building Investigation Inpection Fee (#85) is also required prior to inspection]	$176	
160	**Disaster Repair Inspection:**		
161	**Disaster Repair - Single Family Dwelling:**		
162	10% or less damage	$100	$250
162A	>10% - 25% damage	$100	$450
162B	>25% - 50% damage	$150	$750
162C	>50% - 75% damage	$150	$1,000
163	>75% damage - Fees are equal to a new structure (new construction fees used)		
164	**Disaster Repair - Multi-Family Dwelling: (per unit)**		
165	10% or less damage	$100	$369
165A	>10% - 25% damage	$151	$950
165B	>25% - 50% damage	$151	$3,000
165C	>50% - 75% damage	$151	$4,500
166	>75% damage - Fees are equal to a new structure (new construction fees used)		

City of Las Vegas
2014 BUILDING USER FEES
Building & Safety Department

Table 3-E OTHER CONSTRUCTION FEES - MISCELLANEOUS ITEMS

Fee Service Information		*Effective July 7, 2014*	
Fee #	**Fee Title**	**Plan Check Fees**	**Permit/Inspection Fees**
167	**Disaster Repair - Commercial:**		
168	10% or less damage	$100	$369
168A	>10% - 25% damage	$151	$900
168B	>25% - 50% damage	$151	$2,500
168C	>50% - 75% damage	$151	$4,000
169	>75% damage - Fees are equal to a new structure (new construction fees used)		
170	Medical Marijuana Privileged license Plan & Analysis Review (4 hours at staff billable rates of $176/hr + Administrative fee of $55)	$704	
171	Early Work Start	$110	
172	**SPECIAL PROGRAMS:**		
173	Annual Facilities Permit - Registration Application	$500	
174	Annual Facilities Permit - Services (per hour)		$176
175	Annual Facilities Permit - Initial Registration (valid for 12 months from payment)	$750	
176	Annual Facilities Permit - Annual Renewal	$750	
177	Temp Election Trailer single		$278
178	Temp Election Trailer double		$334
179	**HOURLY RATES:**		
180	Product Approval (Actual Time @ Staff Hourly Rates) (hourly rate)	$176	$176
181	Services Beyond Standard Fee (per the Director - Actual Time @ Staff Hourly Rates)	$176	$176
182	Extraordinary Examination - Supplemental Plan Check Fee (first 1/2 hour)	$108	
183	Extraordinary Examination - Each Additional 1/2 hour (or portion thereof)	$54	
184	Extraordinary Inspection - Supplemental Inspection Fee (first 1/2 hour)		$108
185	Extraordinary Inspection - Each Additional 1/2 hour (or portion thereof)		$80
186	Investigations - Sewer (per hour)		$89
187	Plans Examiner (per hour)	$176	
188	Structural Plans Examiner (per hour)	$176	
189	Building Inspector (per hour)		$176
190	Inspection Supervisor (per hour)		$176

City of Las Vegas
2014 BUILDING USER FEES
Building & Safety Department

Table No. 3-F ADMINISTRATIVE and INVESTIGATIVE FEES

Relating to Special Inspection Agencies, Special Inspectors and Steel Fabricators

Approved SI Agency	Special Inspector	Approved Steel Fabricator
Performance of Special Inspection activities on a site without an approved permit. $400.00 ea occurrence	Performance of Special Inspection activities on a site without an appropriate permit. $100.00 ea occurrence	Failure to perform necessary inspection activities. $250.00 ea occurrence
Performance of Special Inspection activities by an unapproved person. $400.00 ea occurrence	Performance of Special Inspection activities when not approved for inspection items. $100.00 ea occurrence	Failure to document inspection activities. $250.00 ea occurrence
Failure of agency to perform necessary Special Inspection activities. $250.00 ea occurrence		
Failure of agency to document Special Inspection activities $250.00 ea occurrence		

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2014-60 - For Possible Action - Adopts the 2012 Edition of the International Building Code, together with amendments thereto. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopt the 2012 Edition of the International Building Code, together with amendments thereto. The amendments primarily represent adaptations agreed upon by local area jurisdictions. Also included are City-specific provisions pertaining to the partial sprinklering of existing buildings under certain circumstances.

RECOMMENDATION:
Bill being heard at the Recommending Committee meeting of September 15, 2014 and will be eligible for adoption on this September 17, 2014 City Council meeting.

First Reading – 9/3/2014; First Publication – 9/5/2014

BACKUP DOCUMENTATION:
1. Bill No. 2014-60
2. Southern Nevada Amendments to the 2012 International Building Code
3. City of Las Vegas Amendments

BILL NO. 2014-60

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE 2012 EDITION OF THE INTERNATIONAL BUILDING CODE, TOGETHER WITH AMENDMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts the 2012 Edition of the International Building Code, together with amendments thereto.

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

SECTION 1: Title 16, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16.04.010: A building code is established and adopted for the City. The building code adopted by this Section, to be known as the City's Building Code, shall consist of the following documents, which are adopted by this reference and copies of which shall be maintained on file in the Office of the City Clerk:

(A) The publication entitled **[**"International Building Code, 2009 Edition,"**]** "International Building Code, 2012 Edition," as modified herein, including **[**all Appendices, except as otherwise specified.**]**only those Appendices specified by the document described in Subsection (B) below. This publication, as modified, is designated as Part 1 of this Chapter.

(B) **[**The**]**Subject to the provisions of Subsection (C), the document entitled **[**"Southern Nevada Amendments to the 2009 International Building Code,**]** "Southern Nevada Amendments to the 2012 International Building Code," which amends, by adding to and deleting from, certain sections of the International Building Code, **[**2009**]** 2012 Edition. This document is adopted as Part 2 of this Chapter.

(C) The document entitled "City of Las Vegas Amendments to the Southern Nevada Amendments to the 2012 International Building Code," which replaces certain provisions of the Southern Nevada Amendments to the 2012 International Building Code. This document is adopted as Part 3 of this Chapter.

[(C)**]** (D) The publication entitled the "International Residential Code for One- and Two-

Family Dwellings, 2009 Edition" (also known as the "International Residential Code, 2009 Edition"), as modified herein, including all chapters and Appendices, except as otherwise specified. This publication, as modified, is designated as Part [3]4 of this Chapter.

[(D)] (E) The document entitled "Southern Nevada Amendments to the 2009 International Residential Code," which amends, by adding to and deleting from, certain sections of the International Residential Code, 2009 Edition. This document is adopted as Part [4]5 of this Chapter.

SECTION 2: The document entitled "Southern Nevada Amendments to the 2012 International Building Code" and the document entitled "City of Las Vegas Amendments to the Southern Nevada Amendments to the 2012 International Building Code," which are both referred to in Section 1 of this Ordinance, are attached hereto.

SECTION 3: Ordinance No. 6139, the "International Building Code, 2009 Edition," and the "Southern Nevada Amendments to the 2009 International Building Code" are hereby repealed in their entirety.

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

SECTION 5: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation

of this ordinance shall constitute a separate offense.

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 8-19-14
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2014, 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

SOUTHERN NEVADA AMENDMENTS

TO THE

2012 INTERNATIONAL BUILDING CODE

PREFACE

This document was developed by the Southern Nevada Building Officials' International Building Code Committee and presents recommended amendments to the 2012 *International Building Code* (IBC) as published by the International Code Council (ICC).

Participation in the 2012 IBC Committee was open to all interested parties. However, voting on amendment proposals was limited to one vote each for the seven Southern Nevada municipalities (Clark County, Henderson, Las Vegas, North Las Vegas, Boulder City, Pahrump, and Mesquite), the Clark County School District, and three industry representatives. All General Committee proceedings were conducted in accordance with Robert's Rules of Order.

The recommended amendments contained herein are not code unless adopted and codified by governmental jurisdictions. These amendments are not intended to prevent the use of any material or method of construction not specifically prescribed herein, provided any alternates have been approved and their use authorized by the Building Official. This document may be copied and used in whole or in part without permission or approval from the organizations listed on the cover page.

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Chapter 1 Scope and Administration

Delete Part 2 from Chapter 1 of the IBC.

Delete Part 2 ("Administration and Enforcement"), including Sections 103 through 116 in their entirety, from Chapter 1.

Section 202 Definitions

Revise the definition of "High-Rise Building" in Section 202, as follows:

HIGH-RISE BUILDING. A building with an occupied floor located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access.

Amend Section 202 to add new definitions, as follows:

[F] FIRE CODE OFFICIAL. The fire chief or other designated authority charged with the administration and enforcement of the *International Fire Code*, or a duly authorized representative.

GAMING. To deal, operate, carry on, conduct, maintain or expose for play any game played with cards, dice, equipment or any mechanical, electromechanical or electronic device or machine for money, property, checks, credit or any representative of value except wherein occurring at private home or as operated by a charitable or educational organization.

GAMING MACHINE TYPE. Categorization of gaming machines per type of game(s) played on them, including, but not limited to; slot machines, video poker, video keno or similar.

GAMING TABLE TYPE. Categorization of gaming tables per the type of game(s) played on them, including, but are not limited to; baccarat, bingo, blackjack/21, craps, pai-gow, poker, roulette or similar.

GAMING AREA(S). Single or multiple areas of a building or facility where gaming machines or tables are present and gaming occurs, including but not limited to: primary casino gaming areas, VIP gaming areas, high-roller gaming areas, bartops, lobbies, dedicated rooms or spaces such as in retail or restaurant establishments, sports books, tournament areas or similar.

Amend Section 202 to include the following new definitions, as follows:

INTERNATIONAL ENERGY CONSERVATION CODE. The Energy Conservation Code as amended and adopted by the local jurisdiction.

INTERNATIONAL EXISTING BUILDING CODE. The Existing Building Code as amended and adopted by the local jurisdiction.

INTERNATIONAL FIRE CODE. The Fire Code as amended and adopted by the local jurisdiction.

INTERNATIONAL FUEL GAS CODE. The Fuel Gas Code as amended and adopted by the local jurisdiction.

INTERNATIONAL MECHANICAL CODE. The Mechanical Code as amended and adopted by the local jurisdiction.

INTERNATIONAL PLUMBING CODE. The Plumbing Code as amended and adopted by the local jurisdiction.

INTERNATIONAL PRIVATE SEWAGE DISPOSAL CODE. The Private Sewage Disposal Code as amended and adopted by the local jurisdiction.

INTERNATIONAL PROPERTY MAINTENANCE CODE. The Property Maintenance Code as amended and adopted by the local jurisdiction.

INTERNATIONAL RESIDENTIAL CODE. The Residential Code as amended and adopted by the local jurisdiction.

INTERNATIONAL WILDLAND-URBAN INTERFACE CODE. The Wildland-Urban Interface Code as amended and adopted by the local jurisdiction.

STRUCTURAL OBSERVATION. The visual observation of the structural system encompassing the structure, foundation elements and soils within the influence zone of the foundation elements by a *registered design professional* for general conformance to the *approved construction documents*. Structural observation does not include or waive the responsibility for the inspection required by Section 110, 1705 or other sections of this code.

Section 305.2.3 Six or fewer children in a dwelling unit.

Amend Sections 305.2.3, as follows:

305.2.3 Six or fewer children in a dwelling unit. A facility such as the above within a *dwelling unit* and having six or fewer children receiving such day care shall be classified as a Group R-3 occupancy or shall comply with the *International Residential Code*.

Section 308.6 Institutional Group I-4, day care facilities.

Amend Section, 308.6, as follows:

308.6 Institutional Group I-4, day care facilities. This group shall include buildings and structures occupied by more than six persons of any age who receive *custodial care* for fewer than 24 hours per day by persons other than parents or guardians, relatives by blood, marriage or adoption, and in a place other than the home of the person cared for. This group shall include, but not be limited to, the following:

Adult day care
Child day care

Section 308.6.1 Classification as Group 3.

Amend Section, 308.6.1, as follows:

308.6.1 Classification as Group E. A child day care facility that provides care for more than six but no more than 100 children 2½ years or less of age, where the rooms in which the children are cared for are located on a *level of exit discharge* serving such rooms and each of these child care rooms has an *exit* door directly to the exterior, shall be classified as Group E.

Section 308.6.3 Six or fewer persons receiving care.

Amend Section, 308.6.3, as follows:

308.6.3 Six or fewer persons receiving care. A facility having six or fewer persons receiving *custodial care* shall be classified as part of the primary occupancy.

Section 308.6.4 Six or fewer persons receiving care in a dwelling unit.

Amend Section, 308.6.4, as follows:

308.6.4 Six or fewer persons receiving care in a dwelling unit. A facility such as the above within a *dwelling unit* and having six or fewer persons receiving *custodial care* shall be classified as a Group R-3 occupancy or shall comply with the *International Residential Code*.

Section 310.4 Residential Group R-2.

Amend Section 310.4 to include "Condominiums" in Residential Group R-2, as follows:

310.4 Residential Group R-2. Residential occupancies containing *sleeping units* or more than two *dwelling units* where the occupants are primarily permanent in nature, including:

Apartment houses
Boarding houses (nontransient) with more than 16 occupants
Condominiums (nontransient)
Congregate living facilities (nontransient) with more than 16 occupants
Convents
Dormitories
Fraternities and sororities
Hotels (nontransient)
Live/work units
Monasteries
Motels (nontransient)
Vacation timeshare properties

Section 310.5 Residential Group R-3.

Amend Sections 310.5 and 310.5.1, as follows:

310.5 Residential Group R-3. Residential occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I, including:

Buildings that do not contain more than two *dwelling units*
Boarding houses (nontransient) with 16 or fewer occupants
Boarding houses (*transient*) with 10 or fewer occupants

Care facilities that provide accommodations for six or fewer persons receiving care
Congregate living facilities (nontransient) with 16 or fewer occupants
Congregate living facilities (*transient*) with 10 or fewer occupants

310.5.1 Care facilities within a dwelling. Care facilities for six or fewer persons receiving care that are within a single-family dwelling are permitted to comply with the *International Residential Code* provided an *automatic sprinkler system* is installed in accordance with Section 903.3.1.3 or with Section P2904 of the *International Residential Code*.

Section 402.4.1 Area and types of construction.

Amend Section 402.4.1, as follows:

402.4.1 Area and types of construction. The *building area* of any *covered mall* or *open mall building*, including *anchor buildings*, of Types I, II, III, and IV construction shall not be limited provided the *anchor buildings* do not exceed three *stories above grade plane*.

The construction type of *open parking garages* and enclosed parking garages shall comply with Sections 406.5 and 406.6, respectively.

Exception: The type of construction allowable *building height* and *building area* of *anchor buildings* greater than three *stories above grade plane* shall comply with Section 503, as modified by Sections 504 and 506.

Section 403.1 Applicability.

Amend Section 403.1, as follows:

403.1 Applicability. *High-rise buildings* shall comply with Sections 403.2 through 403.6.

Exception: The provisions of Sections 403.2 through 403.6 shall not apply to the following buildings and structures:

1. Airport traffic control towers in accordance with Section 412.3.
2. *Open parking garages* in accordance with Section 406.5.
4. Special industrial occupancies in accordance with Section 503.1.1.

Section 403.3 Automatic sprinkler system.

Amend Section 403.3, as follows:

[F] 403.3 Automatic sprinkler system. Buildings and structures shall be equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 and a secondary water supply where required by Section 903.3.5.2.

Exception: An *automatic sprinkler system* shall not be required in *open parking garages* in accordance with Section 406.5.

Section 403.4.7 Smoke removal.

Amend Section 403.4.7, as follows:

403.4.7 Smoke removal. To facilitate smoke removal in post-fire salvage and overhaul operations, buildings and structures shall be equipped with natural or mechanical *ventilation* for removal of products of combustion in accordance with one of the following:

Exceptions:

1. Smoke removal is not required for building renovations where HVAC systems are not being modified.

2. Smoke removal systems are not required for remodels and alterations within existing buildings where the area being remodeled or altered is provided with a smoke control approach consistent with the smoke control requirements of the existing building.

3. Where permitted by the *fire code official*, smoke removal systems are not required for minor additions to existing buildings that are not already provided with smoke removal systems.

1. Easily identifiable, manually operable windows or panels shall be distributed around the perimeter of each floor at not more than 50-foot (15 240 mm) intervals. The area of operable windows or panels shall not be less than 40 square feet (3.7 m^2) per 50 linear feet (15 240 mm) of perimeter.

   Exceptions:

   1. In Group R-1 occupancies, each *sleeping unit* or suite having an *exterior wall* shall be permitted to be provided with 2 square feet (0.19 m^2) of venting area in lieu of the area specified in Item 1.

   2. Where permitted by the fire code official, windows of tempered glass shall be permitted to be fixed provided no coating or film is applied and that glazing can be cleared by firefighters.

   3. Manually operable windows or panels are not required in Group R-1 and R-2 residential units provided the residential units comply with the passive requirements of Section 909 and all corridors between the residential units and the exit enclosures serving the residential units comply with Section 403.4.7, Item 3.

2. Mechanical air-handling equipment providing one exhaust air change every 15 minutes for the area involved. Return and exhaust air shall be moved directly to the outside without recirculation to other portions of the building. The air volume shall be calculated based upon the volume of the space between the floor and the floor or roof structure above. The exhaust air quantity shall be as measured at the exhaust fan.

   Exception: Smoke removal is not required for normally unoccupied areas such as mechanical equipment rooms, electrical rooms, storage rooms that do not exceed 500 square feet in area, elevator equipment rooms, or similar areas as approved by the *building official*.

3. A smoke control system that provides a minimum of one exhaust air change every 15 minutes is provided for the area involved upon manual activation of the smoke removal feature at the smoke control graphics panel. The volume of air shall be calculated based upon the volume of the space between the floor and the floor or roof structure above. The exhaust air quantity shall be as measured at the exhaust fan.

4. Any other *approved* design that will produce equivalent results where permitted by the Authority Having Jurisdiction.

Add new Sections 403.4.7.1 through 403.4.7.3, as follows:

403.4.7.1 Design requirements. Smoke removal systems shall be capable of manual activation and shall be designed in accordance with Sections 403.4.7.1.1 through 403.4.7.1.4.

403.4.7.1.1 Fans. Fans shall be selected for stable performance based on normal temperature. Calculations and manufacturer's fan curves shall be part of the documentation procedures. Fans shall be supported and restrained by noncombustible devices in accordance with the requirements of Chapter 16.

403.4.7.1.1.1 Fan belts. Belt-driven fans shall have 1.5 times the number of belts required for the design duty, with the minimum number of belts being two.

403.4.7.1.1.2 Fan motors. Motors driving fans shall not be operated beyond their nameplate horsepower (kilowatts), as determined from measurement of actual current draw, and shall have a minimum service factor of 1.15.

403.4.7.1.2 Ducts. Ducts shall be constructed and supported in accordance with the *International Mechanical Code*. Exhaust ducts shall be leak tested to 1.5 times the maximum design pressure in accordance with nationally accepted practices. Measured leakage shall not exceed 5 percent of design flow. Results of such testing shall be a part of the special inspections report in accordance with Section 403.4.7.3.3.

Exception: Leakage testing shall not be required where the exhaust ducts are contained completely within the smoke removal zone they serve.

403.4.7.1.3 Power. The smoke removal system shall be supplied with two sources of power. Primary power shall be from the normal building power systems. Secondary power shall be from an *approved* standby source complying with Chapter 27 of this code.

Exception: Secondary power for the smoke removal system is not required where normal power can be automatically restored from the fire command center following a normal power shunt.

403.4.7.1.3.1 Standby power source enclosure. The standby power source and its transfer switches shall be in a room separate from the normal power transformers and switch gears and ventilated directly to and from the exterior. The room shall be enclosed with not less than 1-hour *fire barriers* constructed in accordance with Section 707 or *horizontal assemblies* constructed in accordance with Section 711, or both.

403.4.7.1.3.2 Power sources and power surges. Elements of the smoke removal system relying on volatile memories shall be supplied with uninterruptable power sources of sufficient duration to span a 15-minute primary power interruption. Elements of the smoke removal system susceptible to power surges shall be suitably protected by conditioners, suppressors or other *approved* means.

403.4.7.1.3.3 Secondary power supply. The secondary power supply shall be sized to accommodate the electrical requirements of the two largest adjacent smoke removal zones simultaneously.

403.4.7.1.4 Status indicators and controls. Status indicators and controls for the smoke removal system shall be provided on a graphic control panel in the *fire command center*. The graphic control panel shall be designed in accordance with the *International Fire Code* and shall provide status of smoke removal fans and controls for the smoke removal systems. The control panel for the smoke removal system shall be permitted to operate through the building HVAC management system or the fire alarm system. The control panel for the smoke removal system shall not be required to be listed as smoke control equipment.

403.4.7.2 Control diagrams. The *construction documents* shall provide sufficient information and detail to adequately describe the elements of the design necessary for the proper implementation of the smoke removal systems. The construction documents shall include smoke removal system control diagrams that show all devices in the system and identify their location and function. The smoke removal system drawings shall be permitted to be combined with smoke control system drawings, where applicable. Approved copies of the smoke removal system control diagrams shall be maintained current and kept on file with the Authority Having Jurisdiction and in the *fire command center* in an *approved* format and manner.

403.4.7.3 *Special inspections* for smoke removal. Smoke removal systems shall be tested by a *special inspector*.

Exception: *Special inspections* shall not be required where smoke removal is achieved by natural ventilation in accordance with Section 403.4.7, Item 1.

403.4.7.3.1 Scope of testing. *Special inspections* shall be conducted in accordance with the following:

1. During erection of ductwork and prior to concealment for the purposes of leakage testing and recording device location.

2. Prior to occupancy and after sufficient completion for the purposes of exhaust air change rate measurements and control verification.

403.4.7.3.2 Qualifications. *Special inspection* agencies for smoke removal shall have expertise in fire protection engineering, mechanical engineering and certification as air balancers.

403.4.7.3.3 Reports. A complete report of testing shall be prepared by the *special inspector* or *special inspection* agency. The report shall include identification of all

devices by manufacturer, nameplate data, design values, measured values and identification tag or *mark*. The report shall be reviewed by the responsible *registered design professional* and, when satisfied that the design intent has been achieved, the responsible *registered design professional* shall seal, sign and date the report with a statement as follows:

"I have reviewed this report and by personal knowledge and on-site observation certify that the smoke removal system is in substantial compliance with the design intent, and to the best of my understanding complies with the requirements of the code."

403.4.7.3.3.1 Report filing. A copy of the final report shall be filed with the Authority Having Jurisdiction and an identical copy shall be maintained in the *fire command center.*

Sections 403.5.2 Additional Exit Stairway.

Amend Section 403.5.2 and add new Section 403.5.2.1, as follows:

403.5.2 Additional exit stairway. For buildings other than Group R-2 that are more than 420 feet (128 000 mm) in *building height*, one additional *exit stairway* meeting the requirements of Sections 1009 and 1022 shall be provided in addition to the minimum number of *exits* required by Section 1021.1. The total width of any combination of remaining *exit stairways* with one *exit stairway* removed shall be not less than the total width required by Section 1005.1. *Scissor stairs* shall not be considered the additional *exit stairway* required by this section.

Exceptions:

1. An additional *exit stairway* shall not be required to be installed in buildings having elevators used for occupant self-evacuation in accordance with Section 3008.

2. The additional *exit stairway* shall not be required for redundancy to stairs serving only those portions of the building less than 420 feet (128 m) in building height.

403.5.2.1 Multiple towers. For buildings containing multiple towers, the additional exit stairway shall only be required for those towers exceeding 420 feet (128 m) in building height.

Section 403.5.3 Stairway door operation.

Amend Section 403.5.3, as follows:

403.5.3 Stairway door operation. *Stairway* doors other than the *exit discharge* doors shall be permitted to be locked from *stairway* side. *Stairway* doors that are locked from the *stairway* side shall be unlocked simultaneously without unlatching upon any of the following: a signal from the *fire command center*; activation of a fire alarm signal in an area served by the *stairway*; or failure of the power supply.

Exception: Upon approval of the *building official*, *stairway* doors opening directly into privately owned residential units or leased tenant spaces are permitted to unlock without unlatching only upon signal from the *fire command center*.

Section 403.5.4 Smokeproof enclosures.

Amend Section 403.5.4, as follows:

403.5.4 Smokeproof enclosures. Every required *exit stairway* serving floors more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access shall be a *smokeproof enclosure* in accordance with Sections 909.20 and 1022.10.

Section 403.6.1 Fire service access elevator.

Amend Section 403.6.1, as follows:

403.6.1 Fire service access elevator. In buildings with an occupied floor more than 120 feet (36 576 mm) above the lowest level of fire department vehicle access, no fewer than two fire service access elevators, or all elevators, whichever is less, shall be provided in accordance with Section 3007. Each fire service access elevator shall have a capacity of not less than 3500 pounds (1588 kg).

> **Exception**: Where a building is provided with multiple ambulance stretcher sized elevator cars in accordance with Section 3002.4 and the table below, fire service access elevators shall not be required.

Table 403.6.1
Ambulance Stretcher Sized Elevator Cars

Highest floor level served above lowest level of fire department access in feet (meters)	Number of elevator cars sized to accommodate an ambulance stretcher [a.]
120-599 (36.6m-182.6m)	3
600-899 (182.9m-274.0m)	4
900 and greater (274.3m)	5

[a.] A fire service access elevator installed in accordance with Section 403.6.1 shall be permitted to substitute for one of these elevators.

Section 404.3 Smokeproof enclosures

Amend Section 404.3 deleting Exception Nos. 1 and 2, as follows:

[F] 404.3 Automatic sprinkler protection. An *approved automatic sprinkler system* shall be installed throughout the entire building.

Section 404.6 Enclosure of atriums.

Revise Section 404.6, as follows:

404.6 Enclosure of atriums. *Atrium* spaces shall be separated from adjacent spaces by a 1-hour *fire barrier* constructed in accordance with Section 707 or a *horizontal assembly* constructed in accordance with Section 711, or both.

Exceptions:

1. A *fire barrier* is not required where a glass wall forming a smoke partition is provided. The glass wall shall comply with all of the following:

   1.1 A separately zoned system of automatic sprinklers is provided along both sides of the separation wall and doors, or on the room side only if there is not a walkway on the *atrium* side. The sprinklers shall be located between 4 inches and 12 inches (102 mm and 305 mm) away from the glass and at intervals along the glass not greater than 6 feet (1829 mm). The sprinkler system shall be designed so that the entire surface of the glass is wet upon activation of the sprinkler system without obstruction;

   1.2 The glass wall shall be installed in a frame in a manner that the framing system deflects without breaking (loading) the glass before the sprinkler system operates; and

   1.3 Where glass doors are provided in the glass wall, they shall be either *self-closing* or automatic-closing.

2. A *fire barrier* is not required where a glass-block wall assembly complying with Section 2110 and having a ¾-hour *fire protection rating* is provided.

3. A *fire barrier* is not required between the *atrium* and the adjoining spaces of any three floors of the *atrium* provided such spaces are accounted for in the design of the smoke control system.

Section 405.8.1 Standby power loads.

Amend Section 405.8.1, as follows:

[F] 405.8.1 Standby power loads. The following loads are classified as standby power loads:

1. Smoke control system.
2. *Ventilation* and automatic fire detection equipment for *smokeproof enclosures*.

Standby power shall be provided for elevators in accordance with Section 3003.

Section 405.9.1 Emergency power loads.

Amend Section 405.9.1, as follows:

[F] 405.9.1 Emergency power loads. The following loads are classified as emergency power loads:

1. *Emergency voice/alarm communication systems*.
2. *Fire alarm systems*.
3. Automatic fire detection systems.
4. Elevator car lighting.
5. *Means of egress* and exit sign illumination required by Chapter 10.
6. Electrically powered fire pumps.

Section 406.3.2 Area Increase.

Amend Sections 406.3.2 ,as follows:

406.3.2 Area increase. Group U occupancies used for the storage of private or pleasure-type motor vehicles where no repair work is completed or fuel is dispensed are permitted to be 3,000 square feet (279 m^2) where the following provisions are met:

1. For a mixed occupancy building, the *exterior wall* and opening protection for the Group U portion of the building shall be as required for the major occupancy of the building. For such a mixed occupancy building, the allowable floor area of the building shall be as permitted for the major occupancy contained therein.

2. For a building containing only a Group U occupancy, the *exterior wall* shall not be required to have a *fire-resistance rating* and the area of openings shall not be limited where the *fire separation distance* is 5 feet (1524 mm) or more.

More than one 3,000-square-foot (279 m^2) Group U occupancy shall be permitted to be in the same structure, provided each 3,000-square-foot (279 m^2) area is separated by *fire walls* complying with Section 706.

> **Exception:** Noncombustible carports may be of unlimited area when they are open on all sides, not over twelve feet (3658 mm) in height, and located a minimum of 5 feet (1524 mm) from any property line or assumed property line, measured from the roof edge.

Section 406.3.4 Separation.

Amend section 406.3.4, as follows:

406.3.4 Separation. Separations shall comply with the following:

1. Unchanged.
2. Unchanged.
3. Unchanged.
4. Noncombustible carports do not require exterior wall and opening protection when they are open on all sides, not over twelve feet (3658 mm) in height, and located a minimum of 5 feet (1524 mm) from any property line or assumed property line, as measured from the roof edge.
5. When a Group B, F, M, R, or S occupancy structure and a noncombustible carport are located on the same property with a minimum separation of ten feet (3048 mm) between the structure and the carport, as measured from the roof edges, exterior wall and opening protection is not required for either structure.

Section 406.4.5.1 Floor drains.

Add new Section 406.4.5.1, as follows:

406.4.5.1 Floor drains. Where provided, floor drains installed in enclosed parking garages shall drain to an *approved* sand/oil separator in accordance with the *International Plumbing Code*.

Section 406.6.2 Ventilation.

Amend Section 406.6.2, as follows:

406.6.2 Ventilation. A mechanical *ventilation* system shall be provided in accordance with the *International Mechanical Code*.

Exceptions:

1. A mechanical ventilation system shall not be required in an enclosed parking garage when openings complying with Section 406.5.2 are provided.

2. A mechanical ventilation system shall not be required in an enclosed parking garage having a floor area of 1,000 ft^2 or less and used for the storage of five (5) or less private motor vehicles.

406.6.2.1 Minimum ventilation. The mechanical ventilation system shall be capable of producing a ventilation rate of 0.75 cfm per square foot (0.0038 $m^3/s \cdot m^2$) of floor area.

Exception: When approved by the Building Official, the mechanical ventilation system may be designed to exhaust a minimum of 14,000 cfm (6.61 m^3/s) for each operating vehicle. Such system shall be based on the anticipated instantaneous movement rate of vehicles, but not less than 2.5 percent of the garage capacity, or one vehicle, whichever is greater.

406.6.2.2 Intermittent operation. The mechanical ventilation system shall not be required to operate continuously where approved automatic carbon monoxide sensing devices are provided to operate the system automatically to maintain a maximum average concentration of carbon monoxide of 50 parts per million during any eight-hour period, with a maximum concentration not greater than 200 parts per million for a period not exceeding one hour.

406.6.2.3 Occupied spaces accessory to public garages. Connecting offices, waiting rooms, ticket booths and similar uses that are accessory to a public garage shall be supplied with conditioned air and maintained at a positive pressure.

Section 406.8.2 Ventilation.

Amend Section 406.8.2, as follows:

406.8.2 Ventilation. Repair garages shall be mechanically ventilated in accordance with the *International Mechanical Code*. The *ventilation* system shall be controlled at the entrance to the garage.

406.8.2.1 Minimum ventilation. The mechanical ventilation system shall be capable of producing a ventilation rate of 1.5 cfm per square foot (0.0076 $m^3/s \cdot m^2$) of floor area. Each engine repair stall shall be equipped with an exhaust pipe extension duct,

extending to the outside of the building, which, if over 10 feet (3048 mm) in length, shall mechanically exhaust 300 cfm (0.142 m^3/s).

406.8.2.2 Occupied spaces accessory to repair garages. Connecting offices, waiting rooms and similar uses that are accessory to a repair garage shall be supplied with conditioned air and maintained at a positive pressure.

Section 406.8.3.1 Floor drains.

Add new Section 406.8.3.1, as follows:

406.8.3.1 Floor drains. Where provided, floor drains installed in repair garages shall drain to an *approved* sand/oil separator in accordance with the *International Plumbing Code*.

Section 410.3.4 *Proscenium Wall*.

Amend Section 410.3.4, as follows:

410.3.4 *Proscenium Wall*. Where the *stage* height is greater than 50 feet (15 240 mm), all portions of the *stage* shall be completely separated from the seating area by a *proscenium wall* with not less than a 2-hour *fire-resistance rating* extending continuously from the foundation to the roof.

Exception: Where a *stage* is located in a building of Type I construction, the *proscenium wall* is permitted to extend continuously from a minimum 2-hour *fire-resistance-rated* floor slab of the space containing the *stage* to the roof or a minimum 2-hour *fire-resistance-rated* floor deck above. This exception shall not apply to buildings of Type IB construction in which the minimum *fire-resistance ratings* of the building elements in Table 601 have been reduced in accordance with Section 403.2.1.1.

Section 410.3.5.1 Activation.

Add new Section 410.3.5.1, as follows:

410.3.5.1 Activation. When provided, a fire curtain shall be activated by manual emergency operation, fusible link, rate-of-rise heat detection installed in accordance with Section 907.3 operating at a rate of temperature rise of 15 to 20°F per minute (8 to 11°C per minute), or signal of water flow from any *automatic sprinkler system* covering the *stage* as required by Section 410.7.

Section 410.7 Automatic sprinkler system.

Amend Section 410.7 deleting Exception No. 1 and modifying Exception No. 2, as follows:

[F] 410.7 Automatic sprinkler system. *Stages* shall be equipped with an *automatic sprinkler system* in accordance with Section 903.3.1.1. Sprinklers shall be installed under the roof and gridiron and under all catwalks and galleries over the *stage*. Sprinklers shall be installed in dressing rooms, performer lounges, shops and storerooms accessory to such *stages*.

Exceptions:

1. In buildings where an *automatic sprinkler system* is not otherwise required by other sections of this code, sprinklers are not required for *stages* 1,000 square

feet (93 m^2) or less in area and 50 feet (15 240 mm) or less in height where curtains, scenery or other combustible hangings are not retractable vertically. Combustible hangings shall be limited to a single main curtain, borders, legs and a single backdrop.

2. Sprinklers are not required within portable orchestra enclosures on *stages*.

Section 412.4.6 Fire suppression.

Amend Section 412.4.6 deleting the Exception, as follows:

[F] 412.4.6 Fire suppression. Aircraft hangars shall be provided with a fire suppression system designed in accordance with NFPA 409, based upon the classification for the hangar given in Table 412.4.6.

Section 419.5 Fire protection.

Amend Section 419.5, as follows:

[F] 419.5 Fire protection. The *live/work unit* shall be provided with a monitored *fire alarm* system where required by Section 907.2.9 and an *automatic sprinkler system* in accordance with Section 903.3.1.1 or 903.3.1.2.

Section 420.6 Visual access.

Add new Section 420.6, as follows:

420.6 Visual access. The primary entrance door of individual units in motels, hotels, apartment houses, condominiums, and vacation timeshare properties shall contain a means to allow the occupant to visually identify a visitor without opening the unit entry door.

Section 421.5 Ventilation.

Amend Section 421.5, as follows:

[F] 421.5 Ventilation. Cutoff rooms shall be provided with mechanical *ventilation*.

Exception: Where approved by the *building official*, natural ventilation shall be permitted in lieu of mechanical ventilation.

421.5.1 Ventilation rate. Mechanical ventilation of hydrogen cutoff rooms shall be provided at a minimum rate of 1 cubic foot per minute per 12 cubic feet [0.00138 $m^3/(s \cdot m^3)$] of room volume.

421.5.2 Inlets and outlets. Hydrogen cutoff rooms shall be ventilated utilizing air supply inlets and exhaust outlets arranged to provide uniform air movement to the extent practical. Inlets shall be uniformly arranged on exterior walls near floor level. Outlets shall be located at the high point of the room in exterior walls or the roof.

421.5.3 Operation. The mechanical ventilation system shall operate continuously.

Exception: Where approved by the building official, ventilation shall be permitted to be by a mechanical ventilation system activated by a continuously monitoring flammable gas detection system that activates at a gas concentration of 25 percent of the lower flammable limit (LFL).

421.5.4 Shutdown. The gaseous hydrogen system shall be automatically shut down in the event of failure of the ventilation system.

Section 507.2 Group F-2 or S-2, one story.

Amend Section 507.2, as follows:

507.2 Group F-2 or S-2, one story. The area of a Group F-2 or S-2 building no more than one *story* in height shall not be limited where the building is surrounded and adjoined by *public ways* or *yards* not less than 60 feet (18 288 mm) in width and the building is provided with an automatic sprinkler system throughout where required by Section 903.2 or the *International Fire Code*.

Section 507.3 Sprinklered, one story.

Amend Section 507.3, as follows:

507.3 Sprinklered, one story. The area of a Group B, F, M or S building no more than one *story above grade plane* of any construction type, or the area of a Group A-4 building no more than one *story above grade plane* of other than Type V construction, shall not be limited where the building is provided with an *automatic sprinkler system* throughout in accordance with Section 903.3.1.1 and is surrounded and adjoined by *public ways* or *yards* not less than 60 feet (18 288 mm) in width.

Exceptions:

Buildings and structures of Type I and II construction for rack storage facilities that do not have access by the public shall not be limited in height, provided that such buildings conform to the requirements of Sections 507.3 and 903.3.1.1 and Chapter 32 of the *International Fire Code*.

Section 703.4 Automatic Sprinklers.

Add exception to Section 703.4, as follows:

Exception: A *fire barrier, fire partition or smoke barrier* may use non-rated glass and automatic sprinklers to achieve up to a 1-hour fire-resistance rating when all of the following are provided:

1. Automatic sprinklers are provided along both sides of the glazing and/or doors, or on the room side only if there is not a walkway on one side. The sprinklers shall be located between 4 inches and 12 inches (102 mm and 305 mm) away from the glass and at intervals along the glass not greater than 6 feet (1829

mm). The sprinkler system shall be designed so that the entire surface of the glass is wet upon activation of the sprinklers system without obstruction;

1.1. The glass wall shall be installed in a gasketed frame in a manner that the framing system deflects without breaking (loading) the glass before the sprinkler system operates; and

1.2. Where glass doors are provided in the glass wall, they shall be either *self-closing* or automatic-closing; and

1.3. The sprinklers used to protect the glass wall and/or doors along the *fire barrier, fire partition or smoke barrier* are served by systems separate from the sprinklers protecting the room or space. The system shall be dedicated to those sprinklers used to protect the fire barrier, fire partition or smoke barrier

1.4. The *fire barrier, fire partition or smoke barrier* does not exceed a 1-hour fire-resistance rating.

Section 709.4 Continuity.

Revise Section 709.4 to read, as follows:

709.4 Continuity. *Smoke barriers* shall form an effective membrane continuous from outside wall to outside wall and from the top of the foundation or floor/ceiling assembly below to the underside of the floor or roof sheathing, deck or slab above, including continuity through concealed spaces, such as those found above suspended ceilings, and interstitial structural and mechanical spaces. The supporting construction shall be protected to afford the required *fire-resistance rating* of the wall or floor supported in buildings of other than Type IIB, IIIB or VB construction.

Exceptions:

1. Smoke-barrier walls are not required in interstitial spaces where such spaces are designed and constructed with ceilings that provide resistance to the passage of fire and smoke equivalent to that provided by the smoke-barrier walls.

2. *Smoke barriers* used for elevator lobbies in accordance with Section 405.4.3, 3007.7.2 or 3008. 7.2 are not required to extend from outside wall to outside wall.

3. *Smoke barriers* used for areas of refuge in accordance with Section 1007.6.2 are not required to extend from outside wall to outside wall.

4. *Smoke barriers* used for smoke control zone boundaries in accordance with Section 909.5 are not required to extend from outside wall to outside wall.

Section 713.13.3 Refuse, recycling and laundry chute access rooms.

Revise Section 713.13.3, as follows:

713.13.3 Refuse, recycling and laundry chute access rooms. Access openings for refuse, recycling and laundry chutes shall be located in rooms or compartments enclosed by not less

than 1-hour fire barriers constructed in accordance with Section 707 or horizontal assemblies constructed in accordance with 711, or both. Openings into the access rooms shall be protected by opening protectives having a fire protection rating of not less than ¾ hour. Doors shall be self- or automatic-closing upon the detection of smoke in accordance with Section 716.5.9.3. The room or compartment shall be sized to allow the access door to the room or compartment to close and latch with the access panel to the refuse or laundry chute in any position.

Section 713.13.4 Termination room.

Revise Section 713.13.4 to read, as follows:

713.13.4 Termination room. Refuse, recycling and laundry chutes shall discharge into an enclosed room separated from the remainder of the building by fire barriers constructed in accordance with Section 707 or horizontal assemblies constructed in accordance with Section 711, or both. Construction shall be a minimum of 1-hour, but not less than the fire-resistance rating of the shaft enclosure. Openings into the termination room shall be protected by opening protectives having a fire protection rating equal to the protection required for the shaft enclosure. Doors shall be self- or automatic-closing upon the detection of smoke in accordance with Section 716.5.9.3. Refuse chutes shall not terminate in an incinerator room. Refuse, recycling and laundry rooms that are not provided with chutes need only comply with Table 509.

Section 713.14.1 Elevator Lobby.

Revise Item 4.3 in Exception #4 of Section 713.14.1 to read, as follows:

4.3 Elevators serving floor levels over 55 feet (16 764 mm) above the lowest level of fire department vehicle access in high-rise buildings.

Section 716.5.9 Door closing.

Revise Section 716.5.9 to read, as follows:

716.5.9 Door closing. *Fire doors* in fire walls shall be automatic-closing in accordance with this section. *Fire doors* in other than *fire walls* shall be self- or automatic-closing in accordance with this section. *Self-closing* chute intake doors shall not fail in a "door open" position in the event of a closer failure.

Exceptions:

1. *Fire doors* located in common walls separating *sleeping units* in Group R-1 and between dwelling units of transient nature in Group R-2 shall be permitted without automatic- or *self-closing* devices.

2. The elevator car doors and the associated hoistway enclosure doors at the floor level designated for recall in accordance with Section 3003.2 shall be permitted to remain open during Phase I emergency recall operation.

Section 718.3.2 Groups R-1, R-2, R-3, and R-4.

Revise Section 718.3.2 to read, as follows:

718.3.2 Groups R-1, R-2, R-3 and R-4. Draftstopping shall be provided in floor/ceiling spaces in Group R-1 buildings, in Group R-2 buildings with three or more dwelling units, in Group R-3 buildings with two dwelling units and in Group R-4 buildings. Draftstopping shall be located above and in line with the dwelling unit and sleeping unit separations.

Exceptions:

1. Draftstopping is not required in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

2. Draftstopping is not required in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.2, provided that automatic sprinklers systems in accordance with Section 903.3.1.1 are also installed in the combustible concealed spaces where the draftstopping is being omitted.

Section 718.4.2 Groups R-1 and R-2

Revise Section 718.4.2 to read, as follows:

718.4.2 Groups R-1 and R-2. Draftstopping shall be provided in attics, mansards, overhangs or other concealed roof spaces of Group R-2 buildings with three or more dwelling units and in all Group R-1 buildings. Draftstopping shall be installed above, and in line with, sleeping unit and dwelling unit separation walls that do not extend to the underside of the roof sheathing above.

Exceptions:

1. Where corridor walls provide a sleeping unit or dwelling unit separation, draftstopping shall only be required above one of the corridor walls.

2. Draftstopping is not required in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

3. In occupancies in Group R-2 that do not exceed four stories in height, the attic space shall be subdivided by draftstops into areas not exceeding 3,000 square feet (279 m2) or above every two dwelling units, whichever is smaller.

4. Draftstopping is not required in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.2, provided that automatic sprinklers systems in accordance with Section 903.3.1.1 are also installed in the combustible concealed spaces where the draftstopping is being omitted.

Section 718.5 Combustible materials in concealed spaces in Type I or II construction.

Revise Section 718.5 to read, as follows:

718.5 Combustible materials in concealed spaces in Type I or II construction. Combustible materials shall not be permitted in concealed spaces of buildings of Type I or II construction.

Exceptions:

1. Combustible materials in accordance with Section 603.
2. Combustible materials exposed within plenums complying with the *International Mechanical Code*.
3. Class A interior finish materials classified in accordance with Section 803 where the concealed space is protected with fire sprinklers as required by the Fire Code when fire sprinklers are required in the building by another section in this code.
4. Combustible piping within partitions or shaft enclosures installed in accordance with the provisions of this code.
5. Combustible piping within concealed spaces installed in accordance with the *International Mechanical Code* and the *International Plumbing Code*.
6. Combustible insulation and covering on pipe and tubing, installed in concealed spaces other than plenums, complying with Section 720.7.

Section 803.11.2 Set-out construction.

Revise Section 803.11.2 to read, as follows:

803.11.2 Set-out construction. Where walls and ceilings are required to be of fire-resistance-rated or noncombustible construction and walls are set out or ceilings are dropped distances greater than specified in Section 803.11.1, noncombustible materials, in accordance with Section 703.5, shall be used.

Exceptions:

1. Where *interior finish* materials are protected on both sides by an *automatic sprinkler system* in accordance with Section 903.3.1.1.
2. Where *interior finish* materials are attached to noncombustible backing or furring strips installed as specified in Section 803.11.1.1.
3. The combustible void is filled with fiberglass or noncombustible insulation.

The remainder of the section remains unchanged.

Section 803.13.1 Site-fabricated stretch ceiling systems.

Add a new Section 803.13.1, as follows:

803.13.1 Site-fabricated stretch ceiling systems. Where used as a dropped ceiling, the following shall apply:

1. In Types I and II construction, frames shall be of non-combustible materials.

2. Where automatic sprinkler protection in accordance with Section 903.3.1.1 or 903.3.1.2 is required beneath the panel, core materials shall be of non-combustible materials.

***Section 806.1* General requirements.**

Revise the fourth paragraph of Section 806.1 to read, as follows:

In Group B and M occupancies, fabric partitions suspended from the ceiling and not supported by the floor shall meet the flame propagation performance criteria in accordance with Section 806.2 and NFPA 701 or shall be noncombustible. In other than Group B and M occupancies, fabric partitions shall be in accordance with the type of construction required for the building.

Section 903.2 Where required.

Revise Section 903.2 to read, as follows:

903.2 Where required. Approved *automatic sprinkler systems* shall be provided throughout all new buildings and structures exceeding 5,000 sq ft (464 m^2) in building area, regardless of occupancy type. Additionally, *automatic sprinkler systems* shall be provided in locations described in Section 903.2.1 through 903.2.12.

For the application of Table 601 Footnote d, a required system shall be a sprinkler system that is required due to the occupancy-specific requirements of Section 903.2.1 through 903.2.12.

Exceptions:

1. Open parking garages with no other occupancy above the open parking garage structure are not required to be protected with automatic sprinklers.

2. Normally unoccupied Group U occupancies used for agricultural or livestock purposes accessory to and on the same lot as a single family dwelling.

If any fire area in a building or structure is provided with fire sprinklers, whether required or not, all fire areas in the building or structure shall be provided with fire sprinklers.

Exceptions:

1. Where a building is subdivided into separate buildings, each having a total building area of less than 5,000 sq ft (464 m^2), by 4-hour rated fire walls with no openings constructed in accordance with the IBC.

2. Special hazard areas that require sprinklers for certain uses, such as medical gas rooms, may be fire sprinklered without requiring additional fire sprinklers, when approved by the code official.

Section 903.2.3 Group E.

Revise Section 903.2.3 to read, as follows:

[F] 903.2.3 Group E. An *automatic sprinkler system* shall be provided for Group E occupancies where one of the following conditions exists:

1. The Group E *fire areas have an occupant load of 50 or more.*
2. Any portion of the Group E fire areas is below the lowest *level of exit discharge.*
3. Rooms used for kindergarten, first or second-grade pupils or for child care purposes, are located above or below the first story.
4. Daycare facilities used for child care between the hours of 12:00 a.m. and 6:00 a.m.

> **Exception:** An *automatic sprinkler system* is not required in any area below the lowest *level of exit discharge* serving that area where every classroom throughout the building has at least one exterior *exit* door at ground level.

Section 903.3 Installation requirements.

Revise Section 903.3 to read, as follows:

[F] 903.3 Installation requirements. *Automatic sprinkler systems* shall be designed and installed in accordance with the *International Fire Code*.

All subsections to Section 903.3 are deleted

Section 903.4 Sprinkler system supervision and alarms.

Revise Section 903.4 to read, as follows:

[F] 903.4 Sprinkler system supervision and alarms. Sprinkler system supervision and alarms are regulated by the International Fire Code.

All subsections to Section 903.4 are deleted

Section 905.3.1 Height.

Revise Section 905.3.1 to read, as follows:

[F] 905.3.1 Height. Approved Class I standpipe systems shall be installed throughout buildings where the floor level of the highest *story* is located more than 30 feet (9144 mm) above the lowest level of fire department vehicle access, or where the floor level of the lowest *story* is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.

> **Exception:**
> In determining the lowest level of fire department vehicle access, it shall not be required to consider:
> 1. Recessed loading docks for four vehicles or less; and
> 2. Conditions where topography makes access from the fire department vehicle to the building impractical or impossible.

Section 905.9 Valve supervision.

Revise Section 905.9 to read, as follows:

[[F] 905.9 Valve supervision. Valves controlling water supplies for standpipe systems are regulated by the *International Fire Code*.

Section 906.1 General.

Revise Section 906 to read, as follows:

[F] 906.1 General. Portable fire extinguishers are regulated by the *International Fire Code*

All subsections to 906 are deleted.

Section 907.2.7.1 Occupant Notification.

Delete Section 907.2.7.1.

Section 907.2.13 High-rise buildings.

Revise Section 907.2.13 to read, as follows:

[F] 907.2.13 High-rise buildings. High-rise buildings shall be provided with an automatic smoke detection system in accordance with Section 907.2.13.1, a fire department communication system in accordance with Section 907.2.13.2 and an emergency voice/alarm communication system in accordance with Section 907.5.2.2.

Exceptions:

1. Airport traffic control towers in accordance with Sections 907.2.22 and 412.
2. *Open parking garages* in accordance with Section 406.5.
3. Low-hazard special occupancies in accordance with Section 503.1.1.

Section 907.2.13.1.1 Area smoke detection.

Revise Section 907.13.1.1 to read, as follows:

[F] 907.2.13.1.1 Area smoke detection. Area smoke detectors shall be provided in accordance with this section. Smoke detectors shall be connected to an automatic fire alarm system. The activation of any detector required by this section shall activate the emergency voice/alarm communication system in accordance with Section 907.5.2.2. In addition to smoke detectors required by Sections 907.2.1 through 907.2.10, smoke detectors shall be located as follows:

1. In each mechanical equipment or similar room which is not provided with sprinkler protection.

2. In each elevator machine room and in elevator lobbies.

3. In each transformer, telephone equipment and information technology equipment room.

4. In each electrical room (i.e., a room designated and dedicated to electrical distribution).

   Exception: Mechanical equipment and similar rooms containing electrical equipment necessary for the operation of that equipment, such as motor control centers, variable frequency drives, service disconnect, building automation controls, and other similar electrical equipment are not required to be provided with smoke detection.

Section 907.3 Fire safety functions.

Revise Section 907.3 to read, as follows:

[F] 907.3 Fire safety functions. Automatic fire detectors utilized for the purpose of performing fire safety functions shall be regulated by the *International Fire Code.*

All subsections to 907.3 are deleted.

Section 907.4 Initiating devices.

Revise Section 907.4 to read as follows:

[F] 907.4 Initiating devices. Fire alarm initiating devices shall be regulated by the *International Fire Code.*

All subsection to Section 907.4 are deleted

Section 907.5 Occupant notification systems.

Revise Section 907.5 to read, as follows:

[F] 907.5 Occupant notification systems. Occupant notification systems are regulated by the *International Fire Code.*

All subsections to 907.5 are deleted.

Section 907.6 Installation.

Revise Section 907.6 to read, as follows:

[F] 907.6 Installation. Fire alarm system installation is regulated by the *International Fire Code.*

All subsections to 907.6 are deleted.

Section 909.5.2 Opening protection.

Add Section 909.5.2, Exception 6 to read, as follows:

909.5.2 Opening protection. Openings in *smoke barriers* shall be protected by automatic-closing devices actuated by the required controls for the mechanical smoke control system. Door openings shall be protected by *fire door assemblies* complying with Section 716.5.3.

Exceptions:

1. *Unchanged.*
2. *Unchanged.*
3. *Unchanged.*
4. *Unchanged.*
5. *Unchanged.*
6. Door openings in *smoke barriers* shall be permitted to be protected by *self-closing* fire doors in the following locations:
   6.1 Guest rooms.
   6.2 Individual dwelling units.
   6.3 Mechanical rooms.
   6.4 Elevator machine rooms.
   6.5 Electrical rooms used exclusively for that purpose.
   6.6 Doors typically maintained in a closed position as approved by the Building Official.

Section 909.16 Fire-fighter's smoke control panel.

Revise Section 909.16 to read, as follows:

[F] 909.16 Fire-fighter's smoke control panel. The fire-fighter's smoke control panels are regulated by the *International Fire Code*.

Section 909.17 System response time.

Revise Section 909.17 to read, as follows:

909.17 System response time. Smoke-control system activation shall be initiated immediately after receipt of an appropriate automatic or manual activation command. Smoke control systems shall activate individual components (such as *dampers* and fans) in the sequence necessary to prevent physical damage to the fans, *dampers*, ducts and other equipment. For purposes of smoke control, the fire-fighter's smoke control panel response time shall be the same for automatic or manual smoke control action initiated from any other building control point. The total response time, including that necessary for detection, shut-down of operating equipment and smoke control system startup, shall allow for full operational mode to be achieved before the conditions in the space exceed the design smoke condition. Upon receipt of an alarm condition at the fire alarm control panel, fans, dampers and automatic doors shall have achieved

their proper operating state and final status shall be indicated at the smoke control panel within 90 seconds. Verification shall be reported in the required final report.

Section 909.18.8.3 Reports.

Revise Section 909.18.8.3 and 909.18.8.3.1 to read, as follows:

909.18.8.3 Reports. A complete report of testing shall be prepared by the special inspector or *special inspection* agency. The report shall include identification of all devices by manufacturer, nameplate data, design values, measured values and identification tag or *mark*. The report shall be reviewed by the responsible *registered design professional* and, when satisfied that the design intent has been achieved, the responsible *registered design professional* shall seal, sign and date the report with a statement as follows:

> "I have reviewed this report and by personal knowledge and on-site observation certify that the applicable smoke control system(s) are in substantial compliance with the design intent, and to the best of my understanding complies with requirements of the code."
>
> **909.18.8.3.1 Report filing.** A copy of the final report shall be filed with the responsible code official and an identical copy shall be maintained in an approved location at the building.

Section 909.18.10 Alternative testing method.

Add new Section 909.18.10 to read, as follows:

909.18.10 Alternative testing method. When required by the Code Official, theatrical smoke or other approved tracer gases shall be used during final acceptance testing to visually verify air movement.

Section 909.20 Smokeproof enclosures

Revise Section 909.20, as follows:

909.20 Smokeproof enclosures. Where required by Section 1022.10, a smokeproof enclosure shall be constructed in accordance with this section. A smokeproof enclosure shall consist of an enclosed interior *exit stairway* that conforms to Section 1022.2 and an open exterior balcony or pressurized stair and vestibule meeting the requirements of this section. Where access to the roof is required by the *International Fire Code*, such access shall be from the smokeproof enclosure where a smokeproof enclosure is required.

Sections 909.20.1 through 909.20.3.3 remain without modification.

Delete Sections 909.20.4 through 909.20.4.4 and replace as follows;

909.20.4 Pressurized stair and vestibule alternative. The provisions of Sections 909.20.4.1 through 909.20.4.3 shall apply to smokeproof enclosures using a pressurized stair and pressurized entrance vestibule.

909.20.4.1 Vestibule doors. The door assembly from the building into the vestibule shall be a fire door assembly complying with Section 716.5. The door assembly from the vestibule to the stairway shall not have less than a 20-minute fire protection rating and meet the requirements for a smoke door assembly in accordance with Section 716.5.3. The door shall be installed in accordance with NFPA 105.

909.20.4.2 Pressure difference. The stair enclosure shall be pressurized to a minimum of 0.05 inch of water gage (12.44 Pa) positive pressure relative to the vestibule with all stairway doors closed under the maximum anticipated stack pressures. The vestibule with doors closed shall have a minimum of 0.05 inch of water gage (12.44 Pa) positive pressure relative to the fire floor. The pressure difference across doors shall not exceed 30 lbs (133-N) maximum force to begin opening the door.

909.20.4.3 Dampered relief opening. A controlled relief vent capable of discharging a minimum of 2,500 cfm (1180 L/s) of air at the design pressure difference shall be located in the upper portion of the pressurized exit enclosure.

Section 909.20.5.1 Dampered relief opening.

Add Section 909.20.5.1 to read, as follows:

909.20.5.1 Dampered relief opening. A controlled relief vent capable of discharging a minimum of 2,500 cfm (1180 L/s) of air at the design pressure difference shall be located in the upper portion of the pressurized stair enclosure.

Section 911.1.3 Size.

Revise Section 911.1.3 to read, as follows:

911.1.3 Size. The room shall be a minimum of 0.015 percent of the total building area of the facility served or 200 square feet (19m^2), whichever is greater, with a minimum dimension of 0.7 times the square root of the room area, or 10 feet (3048 mm), whichever is greater.

Section 916 Fire Riser Room

Add new Section 916 to read, as follows:

916 Fire Riser Room.

916.1 Where required. A dedicated fire riser room shall be required in accordance with Section 916 of the International Fire Code.

Section 1006.3 Emergency power for illumination.

Amend Section 1006.3, as follows:

1006.3 Emergency power for illumination. The power supply for *means of egress* illumination shall normally be provided by the premises' electrical supply.

In the event of power supply failure, an emergency electrical system shall automatically illuminate all of the following areas:

1. *Aisles* and unenclosed egress *stairways* in rooms and spaces that require two or more *means of egress.*

2. *Corridors*, *interior exit stairways* and *ramps* and *exit passageways* in buildings required to have two or more *exits.*

3. Exterior egress components at other than their levels of *exit discharge* until *exit discharge* is accomplished for buildings required to have two or more *exits*.

4. Interior *exit discharge* elements, as permitted in Section 1027.1, in buildings required to have two or more *exits*.

5. Exterior landings as required by Section 1008.1.6 for *exit discharge* doorways in buildings required to have two or more *exits*.

6. Electrical equipment rooms, *fire command centers*, fire pump rooms and generator rooms.

The emergency power system shall provide power for a duration of not less than 90 minutes and shall consist of storage batteries, unit equipment or an on-site generator. The installation of the emergency power system shall be in accordance with Section 2702.

Section 1008.1.5 Floor elevation.

Amend Section 1008.1.5, as follows:

1008.1.5 Floor elevation. There shall be a floor or landing on each side of a door. Such floor or landing shall be at the same elevation on each side of the door. Landings shall be level except for exterior landings, which are permitted to have a slope not to exceed 0.25 unit vertical in 12 units horizontal (2-percent slope).

Exceptions:

1. *Unchanged.*
2. *Unchanged.*
3. *Unchanged.*
4. *Unchanged.*
5. *Unchanged.*

6. A single step with a maximum height of 7 inches (178 mm) is permitted for doors serving building equipment rooms that are not normally occupied and are not required to be accessible by Chapter 11.

Section 1008.1.8 Door arrangement.

Amend Section 1008.1.8, as follows:

1008.1.8 Door arrangement. Space between two doors in a series shall be 48 inches (1219 mm) minimum plus the width of a door swinging into the space. Doors in a series shall swing either in the same direction or away from the space between the doors.

Exceptions:

1. The minimum distance between horizontal sliding power-operated doors in a series shall be 48 inches (1219 mm).
2. Storm and screen doors serving individual *dwelling units* in Groups R-2 and R-3 need not be spaced 48 inches (1219 mm) from the other door.
3. Doors within individual *dwelling units* in Groups R-2 and R-3 other than within *Type A* dwelling units.
4. The space between doors serving access vestibules of smokeproof enclosures shall be permitted to be in accordance with Section 909.20.1.

Section 1008.1.9.11 Stairway doors.

Revise Section 1008.1.9.11, as follows:

1008.1.9.11 Stairway doors. Interior *stairway means of egress* doors shall be openable from both sides without the use of a key or special knowledge or effort.

Exceptions:

1. Unchanged
2. Unchanged
3. In *stairways* serving buildings other than *high-rise buildings*, doors are permitted to be locked from the side opposite the egress side, provided they are openable from the egress side. Except for exit discharge doors, the *stairway* doors shall be automatically unlocked simultaneously without unlatching upon any of the following: a signal from the *fire command center*, if present, or a signal by emergency personnel from an approved location inside the building; activation of a *fire alarm system* or a fire sprinkler system in an area served by the stairway; or failure of the power supply.
4. Unchanged
5. Unchanged
6. Upon approval of the *building official*, *stairway* doors opening directly into *sleeping units*, *dwelling units* or tenant spaces are permitted to be locked from the side opposite the egress side, provided they are openable from the egress side. The doors are permitted to unlock without unlatching only upon signal from the *fire command center*, if present, or a signal by emergency personnel from an approved location inside the building.

Section 1011.2 Floor-level exit signs in Group R-1.

Revise Section 1011.2, as follows:

1011.2 Floor-level exit signs in Group R-1. Where exit signs are required in Group R-1 occupancies by Section 1011.1, additional low-level exit signs shall be provided in all areas serving guestrooms in Group R-1 occupancies and shall comply with Section 1011.5.

The bottom of the sign shall be not less than 10 inches (254 mm) nor more than 18 inches (455mm) above the floor level. The sign shall be flush mounted to the door or wall. Where mounted on the wall, the edge of the sign shall be within 4 inches (102 mm) of the door frame on the latch side.

Table 1014.3 COMMON PATH OF EGRESS TRAVEL

Amend Table 1014.3, as follows:

TABLE 1014.3
COMMON PATH OF EGRESS TRAVEL

OCCUPANCY	WITHOUT SPRINKLER SYSTEM (feet)		WITH SPRINKLER SYSTEM (feet)
	Occupancy Load		
	≤ 30	>30	
B, S [d]	100	75	100 [a]
U	100	75	75 [a]
F	75	75	100 [a]
H-1, H-2, H-3	Not Permitted	Not Permitted	25 [a]
R-1	75	75	125 [b]
R-2	75	75	125 [b]
R-3 [e]	75	75	125 [b]
I-3	100	100	100 [a]
All others [c,f]	75	75	75 [a]

Footnotes remain unchanged.

Section 1015.1 Exits or exit access doorways from spaces.

Amend Section 1015.1, as follows:

1015.1 Exits or exit access doorways from spaces. Two *exits* or *exit access* doorways from any space shall be provided where one of the following conditions exits:

1. The *occupant load* of the space exceeds one of the values in Table 1015.1.

Exceptions:

1. In Group R-1, R-2 and R-3 occupancies, one *means of egress* is permitted within and from individual *sleeping units* or *dwelling units* with a maximum occupant load of 20 where the *sleeping unit* or *dwelling unit* is equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 or 903.3.1.2.

2. Care suites in Group I-2 occupancies complying with Section 407.4.3.

2. The *common path of egress travel* exceeds one of the limitations of Section 1014.3.

3. Where required by Section 1015.3, 1015.4, 1015.5, or 1015.6.

Where a building contains mixed occupancies, each individual occupancy shall comply with the applicable requirements for that occupancy. Where applicable, cumulative *occupant loads* from adjacent occupancies shall be considered in accordance with the provisions of Section 1004.1.

Section 1015.2.2 Three or more exits or exit access doorways.

Amend Section 1015.2.2, as follows:

1015.2.2 Three or more exits or exit access doorways. Where access to three or more *exits* is required, at least two *exit* doors or *exit access doorways* shall be arranged in accordance with the provisions of Section 1015.2.1. Additional *exits* or *exit access doorways* shall be distributed so that if one becomes blocked, the others will be available.

Section 1016.4 Corridor increases.

Add new Section 1016.4, as follows:

1016.4 Corridor increases. The travel distances specified in Table 1016.2 may be increased up to an additional 100 feet (30 480 mm) provided that the last portion of *exit access* leading to the *exit* occurs within a minimum one-hour *fire-resistance rated corridor*. The length of such *corridor* shall not be less than the amount of increase taken, in feet (mm).

Section 1022.4 Openings.

Amend Section 1022.4. as follows:

1022.4 Openings. *Interior exit stairway* and *ramp* opening protectives shall be in accordance with the requirements of Section 716.

Openings in *interior exit stairways* and *ramps* other than unprotected exterior openings shall be limited to those necessary for *exit access* to the enclosure from normally occupied spaces and for egress from the enclosure.

Elevators shall not open into *interior exit stairways* and *ramps*.

Exceptions:

1. In buildings required to comply with Section 403 or 405, each of the *interior exit stairways* serving a *story* with a floor surface located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access or more than 30 feet (9144 mm) below the finished floor of the lowest level of exit discharge, and accessed by way of a vestibule in accordance with Section 909.20.4 for the stairway and vestibule pressurization alternative are permitted to provide a second vestibule providing access into the required vestibule for areas considered normally non-occupied spaces. The second vestibule is required to be constructed in accordance with Section 909.20 and provided with automatic-closing opening protection in accordance with Section 716. Smoke detection connected to the building fire alarm system shall be provided within the second vestibule.

2. In buildings required to comply with Section 403 or 405, each of the *interior exit stairways* serving a *story* with a floor surface located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access or more than 30 feet (9144 mm) below the finished floor of the lowest level of exit discharge, and designed in accordance with Section 909.20.5 (stair pressurization alternative) are permitted to provide a vestibule providing access into the interior exit stairway for areas considered normally non-occupied spaces. The vestibule is required to be constructed in accordance with Section 909.20 and provided with automatic-closing opening protection in accordance with Section 716. Smoke detection connected to the building fire alarm system shall be provided within the vestibule.

3. In buildings not required to comply with Sections 403 or 405, each of the *interior exit stairways* are permitted to provide a vestibule between the floor and the *interior exit stairway* for areas considered normally non-occupied spaces. The vestibule is required to be constructed in accordance with Section 909.20 and provided with automatic-closing opening protection in accordance with Section 716. Smoke detection shall be provided within the vestibule. Where a building fire alarm system is provided, the vestibule smoke detector(s) shall be connected to the building fire alarm system.

Section 1028.6.2.3 Automatic sprinklers.

Amend Section 1028.6.2.3, as follows:

1028.6.2.3 Automatic sprinklers. Enclosed areas with walls and ceilings in buildings or structures containing *smoke-protected assembly seating* shall be protected with an *approved automatic sprinkler system* in accordance with Section 903.3.1.1.

Exceptions:

Outdoor seating facilities where seating and the *means of egress* in the seating area are essentially open to the outside.

***Section 1109.16* Gaming machines and tables.**
Add new Section 1109.16, as follows:

1109.16 Gaming machines and tables. Where required, *gaming* machines and *gaming* tables shall be accessible and comply with this section and sections 1109.16.1 through 1109.16.2.

1109.16.1 Quantity and disbursement. A minimum of two percent, but not less than one of each *gaming machine type* and *gaming table type* shall be made accessible per ICC A117.1. Where multiple *gaming areas* occur, accessible *gaming* machines and tables shall be dispersed among all *gaming areas*.

1109.16.2 Approach. Accessible *gaming* machines shall be provided with a Clear Floor Space and an Unobstructed High Forward Reach per ICC A117.1. Accessible *gaming* tables shall be provided with a Clear Floor Space, Obstructed High Forward Reach, and Forward Approach including Knee and Toe Clearance, per ICC A117.1.

Section 1203.1 General.

Amend Section 1203.1, as follows:

1203.1 General. Buildings shall be provided with natural ventilation in accordance with Section 1203.4, or mechanical ventilation in accordance with the *International Mechanical Code* or Section 1203.6.

Where the air infiltration rate in a *dwelling unit* is less than 5 air changes per hour when tested with a blower door at a pressure 0.2 inch w.c. (50 Pa) in accordance with Section 402.4.1.2 of the *International Energy Conservation Code*, the *dwelling unit* shall be ventilated by mechanical means in accordance with Section 403 of the *International Mechanical Code*.

Section 1203.4.1 Ventilation area required.

Add new Sections 1203.4.1.3, 1203.4.1.4, and 1203.4.1.5, as follows:

1203.4.1.3 Guest rooms and habitable rooms. Guest rooms and habitable rooms within a dwelling unit or congregate residence in R occupancies, when provided with natural ventilation by means of openable exterior openings, shall be provided with a minimum ventilation area of 5 square feet (0.46 m^2).

1203.4.1.4 Bathrooms, water closets, laundry rooms and similar rooms in R occupancies. Bathrooms, water closet compartments, laundry rooms and similar rooms in R occupancies, when provided with natural ventilation by means of openable exterior openings, shall be provided with a minimum ventilation area of 1.5 square feet (0.14 m^2).

1203.4.1.5 Toilet rooms. Toilet rooms, when provided with natural ventilation by means of openable exterior openings, shall be provided with a minimum ventilation area of 3 square feet (0.28 m^2), or a vertical duct not less than 100 square inches (64 516 mm^2) in area for the first water closet plus 50 square inches (32 258 mm^2) of additional area for each additional water closet.

Section 1203.4.2.1 Bathrooms.

Delete Section 1203.4.2.1

Section 1203.6 Mechanical ventilation.

Add new Sections 1203.6 through 1203.6.5.2, as follows:

1203.6 Mechanical ventilation. Mechanically operated ventilation systems shall be in accordance with the *International Mechanical Code* or Sections 1203.6.1 through 1203.6.5.

1203.6.1 General. In all enclosed portions of Groups A, B, E, F, H, I, M and S Occupancies customarily occupied by human beings, when mechanically operated ventilation systems are provided in lieu of required exterior openings for natural ventilation, such system shall be capable of supplying a minimum of 15 cubic feet per minute (7 L/s) of outside air per occupant in all portions of the building during such time as the building is occupied. If the velocity of the air at a register exceeds 10 feet per second (3 m/s), the register shall be placed more than 8 feet (2438 mm) above the floor directly beneath. Such exterior openings shall open directly onto a public way or a yard or court as set forth in Section 1206.

In toilet rooms, if mechanically operated systems are to be utilized for required ventilation, such systems shall be capable of providing a complete change of air every 15 minutes. Such mechanically operated exhaust systems shall be connected directly to the outside, and the point of discharge shall be at least 3 feet (914 mm) from any opening that allows air entry into occupied portions of the building.

1203.6.2 Groups B, F, M and S Occupancies. In all buildings classified as Groups B, F, M and S Occupancies or portions thereof where Class I, II or III-A liquids are used, a mechanically operated exhaust ventilation system shall be provided sufficient to produce a minimum of six air changes per hour. Such exhaust ventilation shall be taken from a point at or near the floor level.

1203.6.3 Group H Occupancies. All Group H Occupancies shall comply with the *International Fire Code*, *International Mechanical Code* and Section 415. In Group H, Division 5 Occupancies, mechanical exhaust ventilation shall be provided in accordance with 415.10.1.6, 415.10.3.2, 415.10.5.8, 415.10.10.2 and other appropriate Sections of this code. Rooms, areas or spaces of Group H Occupancies in which explosive, corrosive, combustible, flammable or highly toxic dusts, mists, fumes, vapors or gases are or may be emitted due to the processing, use, handling or storage of materials shall be mechanically ventilated as required by Section 414.3, the *International Fire Code*, and the *International Mechanical Code*.

1203.6.4 Group R Occupancies. In Group R Occupancies, in lieu of required exterior openings for natural ventilation, a mechanically operated ventilation system may be provided. Such system shall be capable of providing two air changes per hour in guest rooms, dormitories, habitable rooms and in public corridors with a minimum of 15 cubic feet per minute (7 L/s) of outside air per occupant during such time as the building is occupied.

In lieu of required exterior openings for natural ventilation in bathrooms containing a bathtub, shower or combination thereof, laundry rooms, and similar rooms, a mechanically operated ventilation system capable of providing a minimum of five air changes per hour shall be provided. Such systems shall be connected directly to the outside, and the point of discharge shall be at least 3 feet (914 mm) from any opening that allows air entry into occupied portions of the building. Bathrooms that contain only a water closet, lavatory or combination thereof and similar rooms may be ventilated with an approved mechanical re-circulating fan or similar device designed to remove odors from the air.

1203.6.5 Motor Vehicle Related Occupancies

1203.6.5.1 Repair garages. Ventilation in repair garages shall be in accordance with Section 406.6.3.

1203.6.5.2 Enclosed parking garages. Ventilation in enclosed parking garages shall be in accordance with Section 406.4.2.

Section 1603.1 General.

Add a new item #7 to Exception to Section 1603.1, as follows:

(...)

7. Floor and roof dead loads.

Table 1607.1 Minimum Uniformly Distributed Live Loads, and Minimum Concentrated Live Loads

Add footnote "n" for item #25 in Table 1607.1, also change the uniform load for habitable attics and sleeping areas from 30 to 40 as follows:

(Remainder of Table and footnotes remain unchanged)

OCCUPANCY OR USE	UNIFORM (psf)	CONCENTRATED (lbs)
25 Residential		
One- and two- family dwellings		
Uninhabitable attics without storage [i, n]	10	
Uninhabitable attics with limited storage [i, j, k, n]	20	
Habitable attics and sleeping areas	40	----
All other areas	40	
Hotels and multiple-family dwellings		
Private rooms and corridors serving them	40	
Public rooms [m] and corridors serving them	100	

[n.] Attics, designed per uniform loads described for uninhabitable attics, are not required to be designed for the additional concentrated load of Item 28

Section 1609.1.1 Determination of Wind Loads.

Add a new exception #7 to Subsection 1609.1.1, as follows:

Exceptions:

(...)

7. Solid and freestanding walls up to and including 10'-0" above the highest adjacent grade and designed using the provisions of ASCE 7 section 29.4.1 need only consider CASE A of Figure 29.4-1 with a C_f factor equal to 1.40 and the resultant loading applied at the geometric center of the wall surfaces subject to the design wind loading.

Section 1610.1 Soil Lateral Loads

Revise Section 1610.1 and Subsection 1610.1.1, as follows:

1610.1 General. Foundation walls and retaining walls shall be designed to resist lateral soil loads. When a geotechnical investigation report is not required by the building official the design active pressure shall be 45 psf/ft and the at-rest pressure shall be 60 psf/ft. Foundation walls and other walls in which horizontal movement is restricted at the top shall be designed for at-rest pressure, unless specified otherwise in a geotechnical investigation report approved by the building official. Retaining walls free to move and rotate at the top shall be permitted to be designed for active pressure. Design lateral pressure from surcharge loads shall be added to the lateral earth pressure load. Design lateral pressure shall be increased if soils at the site are expansive. Foundation walls shall be designed to support the weight of the full hydrostatic pressure of undrained backfill unless a drainage system is installed in accordance with Sections 1805.4.2 and 1805.4.3.

Exception: Foundation walls extending not more than 8 feet (2438 mm) below grade and laterally supported at the top by flexible diaphragms shall be permitted to be designed for active pressure.

1610.1.1 Seismic load due to lateral earth pressure. All basement, foundation, and retaining walls in seismic design categories D, E, or F shall be designed to resist the seismic load due to the lateral earth pressure based on the following equations.

For yielding walls: $3/8\ (k_H)$ (backfill soil unit weight) $(H)^2$ (Equation 16-35a)
For nonyielding walls: (k_H) (backfill soil unit weight) $(H)^2$ (Equation 16-35b)

Where k_H (peak ground acceleration) = $S_{DS} / 2.5$
H = the height of the backfill behind the wall

These equations represent the dynamic (seismic) lateral thrust. The point of application of the resultant dynamic thrust is taken at a height of 0.6H above the base of the wall. This is represented as an inverted trapezoidal pressure distribution. These equations apply to level backfill and walls that retain no more than 15 feet.

Section 1612.3 Establishment of flood hazard areas.

Revise Section 1612.3, as follows:

1612.3 Establishment of flood hazard areas. To establish *flood hazard areas*, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study

for Clark County, Nevada and Incorporated Areas," most current edition, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

Section 1613.1 Scope.

Revise Exception #1 to Section 1613.1, as follows:

1613.1. Scope. Every structure, and portion thereof, including nonstructural components that are permanently attached to structures and their supports and attachments, shall be designed and constructed to resist the effects of earthquake motions in accordance with ASCE 7, excluding Chapter 14 and Appendix 11A. The seismic design category for a structure is permitted to be determined in accordance with Section 1613 or ASCE 7.

Exceptions:

1. Detached one- and two-family dwellings, assigned to Seismic Design Category A, or B
2. The seismic-force-resisting system of wood-framed buildings that conform to the provisions of Section 2308 are not required to be analyzed as specified in this section.
3. Agricultural storage structures intended only for incidental human occupancy.
4. Structures that require special consideration of their response characteristics and environment that are not addressed by this code or ASCE 7 and for which other regulations provide seismic criteria, such as vehicular bridges, electrical transmission towers, hydraulic structures, buried utility lines and their appurtenances and nuclear reactors.

Section 1613.3.2 Site class definitions.

Revise Subsection 1613.3.2, as follows:

1613.3.2 Site class definitions. Based on the site soil properties, the site shall be classified as Site Class A, B, C, D, E, or F in accordance with Chapter 20 of ASCE 7. Where the soil properties are not known in sufficient detail to determine the site class, Site Class D shall be used unless the building official or geotechnical data determines Site Class E or F soils are present at the site.

ASCE 7 states that Site Classes A and B, shall not be assigned to a site if there is more than 10 feet (3 m) of soil between the rock surface and the bottom of the spread footing or mat foundation. This provision shall be required when the average soil shear wave velocity, v_s, within 10 feet of the foundation bottoms is less than 2,500 fps.

When site class is determined in accordance with Chapter 20 ASCE 7, the frequency of evaluation shall be one per 40 acres or any portion thereof. A site class exploration within 1,000 feet of the proposed site may be included in the total number of required explorations, but at least one exploration must be located within the site boundaries. Locations of site class explorations shall be determined by the registered design professional, but should be adequately spaced to classify the entire site. Additional site class explorations may be required by the building official if soil conditions are variable across the site. Where methods other than

soil shear wave velocity testing are utilized, one test, N_i or s_{ui}, must be performed at ten foot intervals for the entire 100-foot exploration. Each distinctly different soil layer must also be tested. The same test used for a distinct soil layer may also be used for the ten foot interval provided the test interval does not exceed ten feet.

The Site Class may be alternately determined from the Clark County Shear Wave Velocity Profile Map or the City of Henderson Seismic Site Class Map as follows: for projects that are exempt from the requirement for a Geotechnical Investigation per Section 1803.2 the Site Class can be determined directly from the referenced maps); for projects that must provide a Geotechnical Investigation per Section 1803.2, the Geotechnical Design Professional may determine site class directly from the referenced maps or any of the other accepted methods. 10 feet in depth, or cut/fill slopes greater than 10 feet in height) additional testing may be necessary and justified.

Section 1704.2 Special inspections.

Revise Section 1704.2, Item #2 in Exception, as follows:

2. Unless otherwise required by the *building official*, *special inspections* are not required for detached 1 & 2 family dwellings and their Group U accessory structures, including, but not limited to, those listed in Section 312.1.

Section 1704.2.4 **Report requirement.**

Revise Subsection 1704.2.4, as follows:

1704.2.4 Report requirement. Special inspectors shall keep records of required special inspections. The special inspector shall furnish inspection reports to the *building official*, and to the *registered design professional in responsible charge*. Reports shall indicate that work inspected was or was not completed in conformance to *approved construction documents*. Discrepancies shall be brought to the immediate attention of the contractor for correction. If they are not corrected, the discrepancies shall be brought to the attention of the *building official* and to the registered *design professional in responsible charge* in writing prior to the completion of that phase of the work. A final report documenting required *special inspections* and correction of any discrepancies noted in the inspections shall be submitted to the *building official* prior to the final inspection.

Section 1704.4 Contractor responsibility.

Revise Section 1704.4, as follows:

1704.4 Contractor responsibility. Each contractor responsible for the construction of a main wind- or seismic force resisting system, designated seismic system or a wind- or seismic-resisting component listed in the statement of special inspections shall submit a written statement of responsibility to the *building official* and the owner prior to permit issuance. The contractor's statement of responsibility shall contain acknowledgement of awareness of the special requirements contained in the statement of *special inspection*.

At the option of the building official, the contractor shall be responsible for hiring a third party inspection firm approved by the jurisdiction to perform special inspections to act as the contractor's quality control on buildings designated as a *high-rise building* or a complex

structure as determined by the *building official.* This third party inspection firm shall not be the same firm as the firm hired by the owner to perform the special inspections in accordance with Section 1704.1.

Section 1704.5.1 Structural observations for seismic resistance.

Revise Section 1704.5.1, as follows:

1704.5.1 Structural observations for seismic resistance. Structural observations shall be provided for those structures assigned to Seismic Design category D, E, or F, as determined in Section 1613, where one or more of the following conditions exist:

1. The structure is classified as Risk Category III or IV in accordance with Table 1604.5.
2. The height of the structure is greater than 75 feet (22,860 mm) above the base.
3. The structure is assigned to Seismic Design Category E, is classified as Risk Category I or II in accordance with Table 1604.5, and is greater than two *stories above grade plane.*
4. When so designated by the *registered design professional* responsible for the structural design.

Additionally, structural observations shall be provided when such observation is specifically required by the building official, regardless of the seismic design category.

Section 1705.3 Concrete construction.

Revise the exceptions in Section 1705.3, as follows:

1705.3 Concrete construction. The *special inspections* and verifications for concrete construction shall be as required by this section and Table 1705.3.

Exception: *Special inspections* shall not be required for:

1. Isolated spread and/or continuous concrete footings supporting walls of buildings three stories or less above *grade plane* that are fully supported on earth or rock where:

   1.1 The footings are designed in accordance with Table 1809.7; or
   1.2 The structural design of the footing is based on a specified compressive strength ,*f 'c,* no greater than 2,500 pounds per square inch (psi) (17.2 MPa), regardless of the compressive strength specified in the *construction documents* or used in the footing construction.
2. Nonstructural concrete slabs supported directly on the ground, including prestressed slabs on grade, where the effective prestress in the concrete is less than 150 pounds per square inch (1.03 MPa).
3. Concrete patios, driveways and sidewalks, on grade.

Section 1705.4 Masonry construction.

Revise the exceptions in Section 1705.4 as follows:

1705.4 Masonry construction. Masonry construction shall be inspected and verified in accordance with TMS 402/ACI 530/ASCE 5 and TMS 602/ACI 530.1/ASCE 6 quality assurance program requirements.

Exception: *Special inspections* shall not be required for:

1. Empirically designed masonry, glass unit masonry or masonry veneer designed by Section 2109, 2110, or Chapter 14, respectively, when they are part of structures classified as *Risk Category* I, II, or III in accordance with Section 1604.5.
2. Masonry fireplaces, masonry heaters or masonry chimneys installed or constructed in accordance with Section 2111, 2112, or 2113, respectively.
3. Masonry fences less than or equal to 8'-0" in height, retaining walls less than or equal to 6'-0" in height or combined masonry fences and retaining walls less than or equal to 14'-0" in overall height with the retaining wall portion less than or equal to 6'-0" in height and the fence portion less than or equal to 8'-0" in height provided that the walls are designed in accordance with Chapter 2 of TMS 402/ACI 530/ASCE 5 with allowable stresses for masonry reduced by one half and f'm does not exceed 1500 psi. Wall heights shall be measured from the top of footing to top of wall.

Section 1705.6 Soils.

Revise the exception in Section 1705.6, as follows:

Exception: Where Section 1803 does not require reporting of materials and procedures for fill placement, the in-place dry density of the compacted fill shall not be less than 90% of the maximum dry density at optimum moisture content determined in accordance with ASTM D 1557.

Revise Table 1705.6, as follows:

Table 1705.6
REQUIRED VERIFICATION AND INSPECTION OF SOILS

Verification and Inspection Task	Continuous During Task Listed	Periodically During Task Listed
1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity.	—	X
2. Verify excavations are extended to proper depth and have reached proper material.	—	X
3. Perform classification and testing of compacted fill materials.	—	X
4. Verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill and other grading activities requiring special inspection.	—	X
a. All soils not meeting the requirements of category b.	—	X

b. Moderately, highly or critically expansive soils, hydrocollapsible soils, soluble soils, and/or soils requiring chemical or mechanical (geosynthetics) stabilization are encountered. Construction or stabilization of cut or fill slopes exceeding 5 feet in height, or any site requiring that fill be placed on a natural slope, an existing cut slope, or an existing fill slope steeper than 5:1.	X	—
5. Prior to placement of compacted fill, observe subgrade and verify that site has been prepared properly.	—	X

Add a new Subsection 1705.6.1, Soil Backfill Testing, as follows:

1705.6.1 Soil Backfill Testing. Special inspection of wall backfill shall be required for all basement and foundation walls directly supporting structures; this shall apply to the full depth of backfilled soil. Special inspection of wall backfill shall be required for site retaining walls when the retained soil height exceeds 6 feet or for portions of walls that receive surcharge loads from adjacent walls or other structures regardless of retained soil height.

Section 1705.15 Exterior insulation and finish systems (EIFS).

Revise Section 1705.15, as follows:

1705.15 Exterior insulation and finish systems (EIFS). *Special inspections* shall be required for all EIFS applications.

Exceptions:

1. *Special inspections* shall not be required for EIFS applications installed over masonry or concrete walls.

Section 1705.18 Amusement and transportation systems special cases.

Add a new Section 1705.18, as follows:

1705.18 Amusement and transportation systems special cases. When testing or verification is required by the manufacturer or specified by the building official, the testing and verification shall occur during the initial installation, operational testing and annual renewal of the certificate of operation.

Section 1803.2 Investigations required.

Revise Section 1803.2, as follows:

1803.2 Investigations required. Geotechnical investigations shall be conducted in accordance with Sections 1803.3 through 1803.5.

Geotechnical investigations shall be prepared by a registered design professional. Recommendations included in the report and approved by the building official shall be incorporated in the construction documents. Geotechnical investigations shall be required for all projects that require new foundations.

Exceptions. At the option of the building official, the following projects may be exempted from having a geotechnical investigation

1. Single story structures, additions, or remodels with a footprint less than 600 square feet.
2. Fences.
3. Site retaining walls with a retained height of 4 feet or less
4. Mobile homes, trailers, modular buildings that do not have concrete or masonry foundations.
5. Carports.
6. Signs, light poles, and communication towers less than 40 feet in height.

All projects exempt from a geotechnical report shall assume a maximum presumptive load bearing value of 1,000 psf for the vertical foundation pressure, 100 psf/ft for the lateral bearing pressure, 0.25 for the coefficient of friction for lateral sliding resistance, and an Exposure Class S2 (severe sulfate exposure level). These specified values for vertical foundation pressure and lateral bearing pressure may be increased by one-third where used with the alternate basic load combinations of Section 1605.3.2 that include wind or earthquake loads.

Section 1803.3.2 Minimum Exploration Requirements.

Add a new Subsection 1803.3.2, Minimum Exploration Requirements, as follows:

1803.3.2 Minimum Exploration Requirements. The minimum exploration requirements are as follows:

The minimum depth of an exploration shall be fifteen feet. Exploration depth shall be increased as necessary to evaluate the suitability of the material within the foundation's depth of influence as determined by the registered design professional. The explorations can be terminated should refusal be encountered. However, at least three-fourths of the required explorations shall be to the minimum depth. The geotechnical report shall clearly state the refusal criteria. When information regarding the proposed structure and the final grades is made available, the registered design professional shall determine if the explorations originally documented in the geotechnical report meet the depth requirements.

The minimum number of explorations performed shall be as follows:

1. For areas less than or equal to one acre, a minimum of two explorations.
2. For areas greater than one acre, but less than five acres, a minimum of one exploration for the first acre and one for each additional two acres, or portion thereof.
3. For areas greater than five acres, but less than twenty acres, a minimum of three explorations plus one additional exploration for each three acres or fraction thereof above five.
4. For areas greater than twenty acres, a minimum of eight explorations plus one additional exploration for each five acres or fraction thereof above twenty.

Exceptions:

1. A minimum of one exploration is required for single story structures with a footprint less than 2000 square feet whose locations are known and only that area of the site is to be developed. This provision is limited to detached structures classified as Group U occupancy or building additions of any occupancy. The exploration shall be performed within the proposed footprint.
2. A minimum of one exploration is required for signs, light poles and communication towers whose locations are known and only that area of the site is to be developed. The exploration shall be performed within 50 feet of the proposed foundation for the structure.

Section 1803.5.3 Expansive soil.

Revise Subsection 1803.5.3, and add two (2) new Subsections, 1803.5.3.1 and 1803.5.3.2, as follows:

1803.5.3 Expansive soil. In areas likely to have expansive soil, the building official shall require soil tests to determine where such soils do exist.

Soils meeting all provisions of 1 through 4 shall be considered expansive, except that tests to show compliance with Items 1, 2, and 3 shall not be required if the test prescribed in Item 4 or 5 is conducted. All soils determined to be expansive by items 1 through 4 shall also conduct item 5 to determine the expansion classification level.

1. Plasticity index (PI) of 15 or greater, determined in accordance with ASTM D 4318.
2. More than 10 percent of the soil particles pass a No. 200 sieve (75 μm), determined in accordance with ASTM D 422.
3. More than 10 percent of the soil particles are less than 5 micrometers in size, determined in accordance with ASTM D 422.
4. Expansion index greater than 20, determined in accordance with ASTM D 4829.
5. Soils may be determined to be expansive or non-expansive by the preceding methods or the standard 60 psf swell test.

1803.5.3.1 Expansion classification level. Expansive soils shall be classified in accordance with Table 1808.6.1.1. When soils are determined to be expansive special design consideration are required. In the event that expansive soil properties vary with depth the variation shall be included in the engineering analysis of the expansive soil's effect on the structure. The foundation design and special inspection for grading/foundations shall be based upon results obtained from the standard 60 pound swell test. Refer to Section 1808.6 for additional requirements.

1803.5.3.2 Standard 60 pound swell test. The swell test samples shall be remolded to the in-place density required for the particular soil type as called for in the Geotechnical Investigation Report. The test samples shall be one inch thick and laterally confined by placing them in a consolidometer retaining ring constructed in accordance with ASTM D 2435. The swell test sample shall be oven dried at 60° C, and the sample shall be dried a minimum of eight (8) hours. The test samples shall be inundated with water and kept in a saturated moisture condition until measurable swelling or vertical movement ceases. The swell test shall use a 60 pounds per square foot surcharge load. The balance of the swell test will be per ASTM D 2435. Swell test results shall be interpreted using Table 1808.6.1.1

Section 1803.5.8 Compacted fill material.

Add new items #8 and #9 to Subsection 1803.5.8, as follows:

(...)

8. Flooding or jetting shall not be used to compact fill material that will support footings or foundation systems.
9. Placement procedure for oversized fill material. No rock or similar irreducible material with a maximum dimension greater than 12 inches shall be buried or placed in fills within five feet, measured vertically, from the bottom of the footing or lowest finished floor elevation, whichever is lower, within the building pad. Oversized fill material shall be placed so as to assure the filling of all voids with well-graded soil. Specific placement and inspection criteria shall be stated in the geotechnical investigation. Continuous special inspection will be required during placement of any oversized fill material.

Section 1803.6 Reporting.

Revise Section 1803.6 and add new items 11 through 28, as follows:

1803.6 Reporting. Where geotechnical investigations are required, a written report of the investigation shall be submitted to the building official by the owner or authorized agent at the time of permit application. The geotechnical report shall include, but need not be limited to, the following information:

1. A plot showing the location of the test borings, excavations, and/or investigations. The plot shall be dimensioned and shall show the approximate location of all existing and proposed structures.
2. A complete record of the soil boring and penetration test logs and soil samples.
3. A record of the soil profile.
4. Depth to the water table, if encountered.
5. Recommendations for foundation type and design criteria, including but not limited to: bearing capacity of natural or compacted soil; provisions to mitigate the effects of expansive soils; mitigation of the effects of liquefaction, differential settlement, and varying soil strength; and the effects of adjacent loads
6. Expected total and differential settlement. Provide all test data and supporting calculations when the allowable foundation bearing pressure exceeds 4,000 psf.
7. Deep foundation information in accordance with Section 1803.5.5.
8. Special design and construction provisions for foundations of structures founded on expansive soils, as necessary.
9. Compacted fill material properties and testing in accordance with Section 1803.5.8.
10. Controlled low-strength material properties and testing in accordance with Section 1803.5.9.
11. Soil classification by the Unified Soil Classification System (ASTM D 2487). As an alternative, classification may be performed on a visual-manual basis (ASTM D 2488) in the field by an individual with: a degree in civil engineering; engineering geology; geologic engineering; or geology; or a Civil/Geological Engineer licensed in the State of Nevada. Backup data shall be included for at least one sample for every two (2) excavations and/or borings distributed among the prominent horizons in the soil profile. The backup data shall include a particle

size distribution analysis, Atterberg limits and chemical tests for soil sulfates and soil chlorides.

12. Provide grading requirements for onsite and import soils (where applicable). Design recommendations for foundations, grading and earth retaining structures shall specifically address the suitability of onsite soils for use as fill material the potential negative impacts of the following adverse soil conditions including, but not limited to: collapsible soils, expansive soils (swell), soluble soils, corrosive soils (including sulfates and chlorides), chemical heave, and uncontrolled fill. The report shall include supporting test data and where any of these conditions are identified on-site, mitigating measures shall be provided based upon the identified conditions. The requirements for imported fill shall specifically address all of the above adverse conditions as well.
13. Where required by 1803.5.11, investigation of liquefaction hazards shall be performed in accordance with Appendix O "Guidelines for Evaluating Liquefaction Hazards in Nevada;" investigation of hazards associated with surface displacement due to faulting or seismically induced lateral spreading or lateral flow shall be performed in accordance with Appendix P "Guidelines for Evaluating Potential Surface Fault Rupture/Land Subsidence Hazards in Nevada."
14. Trenching or other special procedures for determining fault and fissure(s) locations. The potential for differential movement across a fault and fissuring should be evaluated.
15. Where expansive soils are identified, classify the expansion level of the soil and specify the minimum embedment depth per Table 1808.6.1.1. When a post-tensioned slab-on-ground is recommended the geotechnical report must specify the all soil parameters as required by Section 1808.6.2.
16. Procedures for mitigation for geological hazards.
17. Erosion control requirements, as applicable.
18. Geotechnical design considerations for drainage structures, as applicable.
19. Anticipated structural loads and type of proposed structure.
20. Address, if applicable, the possible impacts on adjoining properties and mitigating measures to be undertaken.
21. All lateral earth pressures and seismic forces shall be reported in psf/ft and distributions expressed in graphical form. All resulting forces must have a recommendation on wall placement location. Call out the mapped spectral response accelerations, S_S and S_1, and spectral response coefficients, S_{DS} and S_{D1} assumed to calculate the distribution.
22. Site class per Section 1613.3.2, including all test data and supporting calculations.
23. Specify the soils category, and the level of special inspection required per Table 1705.6. The specified level of special inspection cannot be less than that required by Table 1705.6.
24. All geotechnical reports must be current within the last 12 months. Any report older than 12 months must be accompanied by a wet sealed update letter addressing the current site conditions based on a recent site visit.
25. Anticipated approximate cut and fill depths.
26. Caliche and cemented soils considerations, if encountered. Recommendations for the removal of caliche and cemented soils and/or the preparation and grading for foundations on caliche and cemented soils.
27. At the option of the building official, a completed copy of a geotechnical report checklist shall be included with every submittal.

28. A statement that the grading plans and foundation plans have been reviewed and are consistent with the stated geotechnical design criteria.

Section 1804.3 Site grading.

Revise Section 1804.3, as follows:

1804.3 Site grading. The ground immediately adjacent to the foundation shall be sloped away from the building at a slope of not less than one unit vertical in 20 units horizontal (5-percent slope) for a minimum distance of 10 feet (3048 mm) measured perpendicular to the face of the wall. If physical obstructions or lot lines prohibit 10 feet (3048mm) of horizontal distance, a 5-percent slope shall be provided to an approved alternative method of diverting water away from the foundation. Swales used for this purpose shall be sloped a minimum of 1 percent along the flow line where located within 10 feet (3048mm) of the building foundation. Impervious surfaces within 10 feet (3048mm) of the building foundation shall be sloped a minimum of 2 percent away from the building.

Exception: Where low expansive, low collapsible, low soluble soil conditions occur or where an exterior asphalt or concrete surface abuts a building, the slope of the ground away from the building foundation is permitted to be reduced to not less than one unit vertical in 48 units horizontal (2-percent slope).

The procedure used to establish the final ground level adjacent to the foundation shall account for additional settlement of the backfill.

Section 1804.3.1 Low collapsible and low soluble soil.

Add a new Subsection 1804.3.1 and a new Table 1804.3.1, as follows:

1804.3.1 Low collapsible and low soluble soil. Soils, after grading, shall be classified as low collapsible and low soluble in accordance with the Table 1804.3.1. Soils shall be classified as low expansive in accordance with Table 1808.6.1.1.

Table 1804.3.1

Soil Condition	Criteria	Applicable Test Method
Low Collapsible	0 to < 3%	ASTM D 2435-04
Low Soluble	0 to < 2%	AWWA Standard Method 2540 (C)

If, after the grading is completed, the anticipated total settlement (collapse, consolidation, and/or compression) exceeds 1 inch, then the soil cannot be classified as low collapsible.

Section 1804.5 Compacted fill material.

Revise the exception in Section 1804.5, as follows:

Exception: When a geotechnical investigation is not required by the building official the in-place dry density within the building pad shall not be less than 90 percent of the maximum dry density at near optimum moisture content determined in accordance with ASTM D 1557.

Section 1805.2.1 Floors.

Revise Subsection 1805.2.1, as follows:

1805.2.1 Floors. Dampproofing materials for floors shall be installed between the floor and the base course required by Section 1805.4.1, except where a separate floor is provided above a concrete slab.

Where installed beneath the slab, dampproofing shall consist of not less than 10-mil (.010 inch; 0.254 mm) polyethylene conforming to ASTM E 1745 Class A requirements with joints lapped not less than 6 inches (152 mm) or other approved methods or materials. Where permitted to be installed on top of the slab, dampproofing shall consist of mopped-on bitumen, not less than 4-mil (.004 inch; 0.012 mm) polyethylene, or other *approved* methods or materials. Joints in the membrane shall be lapped and sealed in accordance with the manufacturer's installation instructions.

Section 1807.2.3 Safety factor.

Revise the exception in Subsection 1807.2.3, as follows:

> **Exception:** Where earthquake loads are included, the minimum safety factor for retaining wall sliding and overturning shall be 1.1. Where wind loads are included, the minimum safety factor for retaining wall sliding and overturning shall be 1.3.

Section 1807.2.4 Slope Stability Analysis.

Add a new Subsection 1807.2.4 Slope Stability Analysis, as follows:

1807.2.4 Slope Stability Analysis. Retaining walls greater than ten feet in height shall be required to submit a slope stability analysis performed by a registered design professional. Multiple terraced (also sometimes referred to as stacked or tiered) retaining walls with a total height of sixteen feet or more shall require a slope stability analysis. Total height shall be measured from the bottom of the foundation to the top of the retaining wall(s) or total slope height. The minimum factor of safety of 1.5 is required for all failure modes under static loading conditions.

Section 1808.6.1.1 Minimum foundation depth in expansive soils.

Add a new Subsection 1808.6.1.1 and a new Table 1808.6.1.1, as follows:

1808.6.1.1 Minimum foundation depth in expansive soils. The minimum foundation depth requirements when placing foundations in expansive soil shall be per Table 1808.6.1.1.

Table 1808.6.1.1
MINIMUM THICKENED EDGE OR FOUNDATION DEPTH[1]

Expansion	Percent Swell under 60 psf Surcharge	Minimum Thickened Edge or Foundation Depth (inches)
Low	> 0 to <4	12
Moderate	≥ 4 to < 8	15

High	≥ 8 to < 12	18
Critical 12	≥ 12 to < 16	24
Critical 16	≥ 16 to < 20	30
Critical 20+	20 or greater	36

Footnote:

[1.] Thickened edge embedment depth shall be measured from the top of the lowest adjacent final compacted subgrade to the bottom of the footing.

Section 1808.6.2 Slab-on-ground foundations.

Revise Subsection 1808.6.2 and add a new Table 1808.6.2, as follows:

1808.6.2 Slab-on-ground foundations. Moments, shears, and deflections for use in designing slab-on-ground, mat or raft foundations on expansive soils shall be determined in accordance with *WRI/CRSI Design of Slab-on-Ground Foundations* or *PTI Standard Requirements of Analysis of Shallow Concrete Foundations on Expansive Soils.* Using the moments, shears and deflections determined above, nonprestressed slabs-on-ground, mat or raft foundations on expansive soils shall be designed in accordance with *WRI/CRSI Design of Slab-on-Ground Foundations* and post-tensioned slab-on-ground, mat or raft foundations on expansive soils shall be in accordance with *WRI/CRSI Design of Slab-on-Ground Foundations* and post-tensioned slab-on-ground, mat or raft foundations on expansive soils shall be designed in accordance with *PTI Standard Requirements for Design of Shallow Post-Tensioned Concrete Foundation on Expansive Soils.* The criteria for determining the expansive nature of soils are given in section 1803.5.3. The minimum design criteria for post-tensioned slabs are defined in Table 1808.6.2. It shall be permitted to analyze and design such slabs by other methods that account for soil-structure interaction, the deformed shape of the soil support, the plate or stiffened plate action of the slab as well as both center lift and edge lift conditions. Such alternate methods shall be rational and the basis for all aspects and parameters of the method shall be available for peer review.

Table 1808.6.2 Post Tensioned Slab Criteria

Expansion	Percent Swell under 60 psf Surcharge	Design Values Ym (inches) for PT slabs	
		Edge Lift	Center Lift
Low	> 0 to <4	1/8 to 1/4	-----
Moderate	≥ 4 to < 8	1/4 to 1/2	1/8 to 3/8
High	≥ 8 to < 12	½ to 1	3/8 to 1
Critical 12	≥ 12 to < 16	See Note No. 11	
Critical 16	≥ 16 to < 20	See Note No. 11	
Critical 20+	20 or greater	See Note No. 11	

Notes:

1. This chart is intended to address expansive soil. The presence of collapsible soil or other geologic conditions may require different design criteria.
2. Foundations shall be designed to meet design criteria of the Post-Tensioning Institute manual "Design and Construction of Post-Tensioned Slabs-on-Ground, Third Edition." Both edge lift and center lift conditions need to be evaluated.
3. Edge moisture variation distance (Em) shall be a minimum of 2.5 feet for edge lift and 4.75 feet for center lift.

4. $C\Delta$ for prefabricated roof truss clear spans shall be 360 for center lift and 800 for edge lift.
5. Typical systems using stiffener beams may be equated to a flat slab of equivalent stiffness. Stiffening beams in ribbed foundations shall be as required by the Post-Tensioning Institute manual "Design and Construction of Post-Tensioned Slabs-on-Ground, Third Edition." Conventionally reinforced designs may also be used.
6. Modulus of elasticity of the soil (Es) shall be taken as 1000 psi unless tests indicate otherwise.
7. All concrete in the foundation system must be a minimum of 2500 psi and shall comply with ACI 318-11 Table 4.2.1. Lean concrete shall not be permitted in slabs or beams.
8. The calculated differential deflection of the foundation slab shall not exceed the limitations of "Design and Construction of Post-Tensioned Slabs-on-Ground, Third Edition" nor 1/2 inch for edge lift.
9. Perimeter loading of slab (P) shall be limited to dead load.
10. Expansion (swell) test shall be performed in accordance with Section 1803.5.3.
11. Specific recommendations from geotechnical engineer required. Design value (Ym) shall be a minimum of 1 inch.
12. For soil conditions where a low swell potential is determined, a BRAB Type II may be used.

Section 1808.8.7 Use of non-structural slabs on ground to resist bearing loads.

Add a new Subsection 1808.8.7 as follows:

1808.8.7 Use of non-structural slabs on ground to resist bearing loads. Where bearing loads are proposed to be resisted by non-structural slabs on ground, all of the following conditions shall be satisfied:

1. Structural calculations shall be provided to show the slab can adequately support the proposed load.

2. The maximum allowable subgrade bearing pressure below the slab shall be no greater than 750psf, with no increases allowed for short duration loads, unless a greater value is justified in a geotechnical investigation report.

Section 1808.10 Minimum distance to ground faulting.

Add a new section 1808.10 as follows:

1808.10 Minimum distance to ground faulting. The minimum distances from an occupied structure to ground faulting are as follows:

1. The minimum setback from a Holocene active fault shall be fifty (50) feet.
2. The minimum setback from a Quaternary active fault shall be five (5) feet.
3. No setback shall be imposed when the geotechnical report establishes that no fault or fault zone exists on the project.
4. For single lot single family residences, the fault location may be approximated by the geotechnical engineer through historical research. A setback of at least fifty (50) feet from each side of the historically approximated fault edge shall be established.

If, through exploration, the fault location is defined, historically approximated, or if the geotechnical report imposes a no-build zone, then the fault and the minimum setback shall be clearly shown to scale on the grading plan, plot plan, and final map; no portion of the foundation system shall be constructed within that zone.

Section 1809.4 Depth and width of footings.

Revise Section 1809.4, as follows:

1809.4 Depth and width of footings. The minimum depth of footings below the undisturbed ground surface shall be 12 inches (305 mm). Where applicable, the requirements of Section 1809.5 shall also be satisfied. All excavations and the depth of any footing must be made below the lowest adjacent compacted subgrade to facilitate full embedment of the footing into the compacted subgrade prior to concrete placement unless otherwise recommended in the approved geotechnical investigation. The minimum width of footings shall be 12 inches (305 mm).

Section 1904.2 Concrete properties.

Delete the Exception in Section 1904.2, as follows:

1904.2 Concrete properties. Concrete mixtures shall conform to the most restrictive maximum water-cementitious materials ratios, maximum cementitious admixtures, minimum air-entrainment and minimum specified concrete compressive strength requirements of ACI 318 based on the exposure classes assigned in Section 1904.1.

Delete Table 1904.2

Delete Figure 1904.2

Section 1905.1.9 ACI 318, Section D.3.3.

Delete Section 1905.1.9 in its entirety and replace with the following:

1905.1.9 ACI 318, Section D.3.3. Modify ACI 318 Sections D.3.3.4.2, D.3.3.4.3 (d) and D.3.3.5.2 to read as follows:

D.3.3.4.2 - Where the tensile component of the strength-level earthquake force applied to anchors exceeds 20 percent of the total factored anchor tensile force associated with the same load combination, anchors and their attachments shall be designed in accordance with D.3.3.4.3. The anchor design tensile strength shall be determined in accordance with D.3.3.4.4

Exception:

Anchors designed *to resist wall out-of-plane forces with design strengths equal to or greater than the force determined in accordance with ASCE 7 Equation 12.11-1 or 12.14-10 shall be deemed to satisfy Section D.3.3.4.3 (d).*

D.3.3.4.3 (d) – The anchor or group of anchors shall be designed for the maximum tension obtained from design load combinations that include **E**, with **E** increased by Ω_0. The anchor design tensile strength shall *be calculated from D.3.3.4.4.*

D.3.3.5.2 – Where the shear component of the strength-level earthquake force applied to anchors exceeds 20 percent of the total factored anchor shear force associated with the same load combination, anchors and their attachments shall be designed in accordance with D.3.3.5.3. The anchor design shear strength for resisting earthquake forces shall be determined in accordance with D.6.

Exceptions:

1. *For the calculation of the in-plane shear strength of anchor bolts attaching wood sill plates of bearing or non-bearing walls of light-frame wood structures to foundations or foundation stem walls, the in-plane shear strength in accordance with D.6.2 and D.6.3 need not be computed and D.3.3.5.3 shall be deemed to be satisfied provided all of the following are met:*
    - *1.1. The allowable in-plane shear strength of the anchor is determined in accordance with AF&PA NDS Table 11E for lateral design values parallel to grain.*
    - *1.2. The maximum anchor nominal diameter is 5/8 inches (16 mm).*
    - *1.3. Anchor bolts are embedded into concrete a minimum of 7 inches (178 mm).*
    - *1.4. Anchor bolts are located a minimum of 1 3/4 inches (45 mm) from the edge of the concrete parallel to the length of the wood sill plate.*
    - *1.5. Anchor bolts are located a minimum of 15 anchor diameters from the edge of the concrete perpendicular to the length of the wood sill plate.*
    - *1.6. The sill plate is 2-inch or 3-inch nominal thickness.*
2. *For the calculation of the in-plane shear strength of anchor bolts attaching cold-formed steel track of bearing or non-bearing walls of light-frame construction to foundations or foundation stem walls, the in-plane shear strength in accordance with D.6.2 and D.6.3 need not be computed and D.3.3.5.3 shall be deemed to be satisfied provided all of the following are met:*
    - *2.1. The maximum anchor nominal diameter is 5/8 inches (16 mm).*
    - *2.2. Anchors are embedded into concrete a minimum of 7 inches (178 mm).*
    - *2.3. Anchors are located a minimum of 13/4 inches (45 mm) from the edge of the concrete parallel to the length of the track.*
    - *2.4. Anchors are located a minimum of 15 anchor diameters from the edge of the concrete perpendicular to the length of the track.*
    - *2.5. The track is 33 to 68 mil designation thickness.*

    Allowable in-plane shear strength of exempt anchors, parallel to the edge of concrete shall be permitted to be determined in accordance with AISI S100 Section E3.3.1.

3. *In light-frame construction, bearing or nonbearing walls, shear strength of concrete anchors less than or equal to 1 inch [25 mm] in diameter connecting sill plate or track to foundation or foundation stem wall need not satisfy D.3.3.5.3(a) through (c) when the design strength of the anchors is determined in accordance with D.6.2.1(c).*

Section 1905.1.10 ACI 318, Section D.4.2.2.

Delete Section 1905.1.10 in its entirety.

Section 1907.1 General.

Revise Section 1907.1, as follows:

1907.1 General. The thickness of concrete floor slabs supported directly on the ground shall not be less than 3-1/2 inches (89mm). A 10-mil (.010 inch;0.254 mm)_polyethylene vapor retarder conforming to ASTM E 1745 Class A requirements with joints lapped not less than 6 inches (152 mm) shall be placed between the base course or subgrade and the concrete floor slab, or other *approved* equivalent methods shall be used to retard vapor transmission through the floor slab.

Exception: A vapor retarder is not required:

1. For detached structures accessory to occupancies in Group R-3, such as garages, utility buildings or other unheated facilities.
2. For unheated storage rooms having an area of less than 70 square feet ($6.5m^2$) and carports attached to occupancies in Group R-3.
3. For buildings of other occupancies where migration of moisture through the slab from below will not be detrimental to the intended occupancy of the building.
4. From driveways, walks, patios and other flatwork which will not be enclosed at a later date.
5. Where *approved* based on local site conditions.

Section 2304.9 Connectors and fasteners.

Revise Section 2304.9, as follows:

2304.9 Connectors and fasteners. Connectors and fasteners shall comply with the applicable provisions of sections 2304.9.1 through 2304.9.8.

Section 2304.9.8 Bottom (sill) plate anchorage.

Add a new Subsection 2304.9.8, as follows:

2304.9.8 Bottom (sill) plate anchorage. Where field conditions preclude the placement of the minimum bottom plate anchors, a registered design professional may provide a design for the attachment in accordance with accepted engineering practice.

Section 2308.9.8 Pipes in walls.

Revise Subsection 2308.9.8, as follows:

2308.9.8 Pipes in walls. Stud partitions containing plumbing, heating or other pipes shall be so framed and the joists underneath so spaced as to give proper clearance for the piping. Where a partition containing such piping runs parallel to the floor joists, the joists underneath such partitions shall be doubled and spaced to permit the passage of such pipes and shall be bridged. Where plumbing, heating or other pipes are placed in or partly in a partition, necessitating the cutting of the soles or plates, a metal tie not less than 0.058 inch (1.47mm) (16 galvanized gage) and 1 ½ inches (38mm) wide shall be fastened to each plate across and to each side of the opening with not less than six 1 ½" x 0.148" minimum nails.

Section 2606.7 Light-Diffusing Systems.

Revise subsections 2606.7.4 and 2606.7.5 to read, as follows:

2606.7.4 Fire suppression system. In buildings that are equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1, plastic light-diffusing systems shall be protected both above and below unless the sprinkler system has been specifically approved for installation only above the light-diffusing system. Areas of light-diffusing systems that are protected in accordance with this section shall be limited to a maximum panel area of 100 square feet with a maximum dimension of 15 feet. Adjacent panels shall be separated by at least 8 feet vertical and 4 feet horizontal.

2606.7.5 Electrical luminaires. Light-transmitting plastic panels and light-diffuser panels that are installed in approved electrical luminaires shall comply with the requirements of Chapter 8 unless the light-transmitting plastic panels conform to the requirements of Section 2606.7.2. The area of approved light-transmitting plastic materials that are used in required *exits* or *corridors* shall not exceed the limitations listed in Sections 2606.7.3 and 2606.7.4 as applicable.

Section 2611 Light-Transmitting Plastic Interior Signs.

Revise Section 2611 to read, as follows:

2611.1 General. Light-transmitting plastic interior wall signs shall be limited as specified in Sections 2611.2 through 2611.5. Light-transmitting plastic interior signs shall also comply with Section 2606.

Exception: Light-transmitting plastic interior wall signs in covered mall buildings shall comply with Section 402.16.

2611.2 Aggregate area. The aggregate area of signs shall not exceed 20 percent of the wall area.

Exception: Hanging or base supported signs.

2611.3 Separation. Signs shall be separated from each other by at least 4 feet horizontally or 8 feet vertically.

2611.4 Maximum area. The aggregate area of all light-transmitting plastics in each individual sign shall not exceed 24 square feet (2.23 m^2).

Exceptions:

1. Signs are permitted to exceed an aggregate area of 24 square feet of light-transmitting plastics, provided the light-transmitting plastic meets all the following:
   a. does not exceed 100 square feet,
   b. is a minimum CC1 material,
   c. is installed in a building fully protected by automatic sprinklers in accordance with Section 903.3.1.1, and

d. is installed in a sign that is listed and labeled in accordance with nationally recognized standards.

2. Signs exceeding the 100 square foot limitation of Exception 1 are permitted provided the sign meets all the following:
   a. the height does not exceed 10 feet,
   b. the length does not exceed 60 feet,
   c. the area does not exceed 500 square feet,
   d. the light-transmitting plastic is a minimum CC1 material,
   e. is listed and labeled in accordance with nationally recognized standards,
   f. the space in which the sign is installed is protected with an automatic sprinkler system of at least Ordinary Hazard Group 2, and
   g. a Fire Protection Report is provided to substantiate the preceding requirements are met.

2611.5 Encasement. Backs of wall mounted signs and non-illuminated portions of all signs regulated by this section shall be fully encased in metal.

Section 2612 Fiber-Reinforced Polymer.

Revise Section 2612 to read, as follows:

2612.1 General. The provisions of this section shall govern the requirements and uses of fiber-reinforced polymer in and on buildings and structures.

2612.2 Labeling and identification. Packages and containers of fiber-reinforced polymer and their components delivered to the job site shall bear the *label* of an *approved agency* showing the manufacturer's name, product listing, product identification and information sufficient to determine that the end use will comply with the code requirements.

2612.3 Interior finishes. Fiber-reinforced polymer used as *interior finishes, decorative materials or trim* shall comply with Chapter 8.

2612.3.1 Foam plastic cores. Fiber-reinforced polymer used as interior finish and which contains foam plastic cores shall comply with Chapter 8 and Chapter 26.

2612.4 Light-transmitting materials. Fiber-reinforced polymer used as light-transmitting materials shall comply with Sections 2606 through 2611 as required for the specific application.

2612.5 Exterior use. Fiber-reinforced polymer shall be permitted to be installed on the *exterior walls* of buildings of any type of construction when such polymers meet the requirements of Section 2603.5. Fireblocking shall be installed in accordance with Section 718.

Table 2902.1

Amend Table 2902.1 to include a new row for Casinos (Group A-2), as follows:

No.	CLASSIFICATION	OCCUPANCY	DESCRIPTION	WATER CLOSETS		LAVATORIES		BATHTUBS/ SHOWERS	DRINKING FOUNTAINS	OTHER
				MALE	FEMALE	MALE	FEMALE			
1	Assembly	A-2[d]	Casinos	1:1-100	3:1-50	1:1-200		-	-	1 service sink
				---	4:51-100	2:201-400				
				2:101-200	6:101-200	3:401-750				
				3:201-400	8:201-400	Over 750, add one fixture for each additional 500 persons.				
				Over 400, add one fixture each additional 250 males, and one for each 150 females.						

Remaining portion of the table remains including the footnotes.

Revise Table 2902.1

[P] Table 2902.1
MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES[a]
(See Sections 2902.2 and 2902.3)

No.	CLASSIFICATION	OCCUPANCY	DESCRIPTION	WATER CLOSETS (URINALS[h])		LAVATORIES		BATHTUBS/ SHOWERS	DRINKING FOUNTAINS[e,f,g]	OTHER[i]
				MALE	FEMALE	MALE	FEMALE			
Row No. 1 to remain unchanged.										
2	Business	B	Buildings for the transaction of business, professional services, other services involving merchandise, office buildings, banks, light industrial and similar uses.	1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50		1 per 40 for the first 80 and 1 per 80 for the remainder exceeding 80		-	1 per 100	1 service sink
Row Nos. 3, 4, and 5 to remain unchanged.										
6	Mercantile	M	Retail stores, service stations, shops, salesrooms, markets and shopping centers	1 per 500		1 per 750		-	1 per 1,000	1 service sink
Row Nos. 7 and 8 to remain unchanged.										

a. The fixtures are based on one fixture being the minimum required for the number of persons indicated or any fraction of the number of persons indicated. The number of occupants shall be determined by this code.
b. Toilet facilities for employees shall be separate from facilities for inmates or care patients.
c. A single-occupant toilet room with one water closet and one lavatory serving not more than two adjacent patient sleeping units shall be permitted where such room is provided with direct access from each patient sleeping unit and with provisions for privacy.

d. The occupant load for seasonal outdoor seating and entertainment areas shall be included when determining the minimum number of facilities required.
e. The minimum number of required drinking fountains shall comply with Table 2902.1 and Chapter 11.
f. Drinking fountains and service sinks are not required for an occupant load of 50 or fewer.
g. Where water is served in restaurants, drinking fountains shall not be required. In other occupancies, where drinking fountains are required, water coolers or bottled water dispensers that provide water to occupants free of charge shall be permitted to be substituted for not more than 50 percent of the required drinking fountains.
h. In each bathroom or toilet room, urinals shall not be substituted for more than 67 percent of the required water closets in assembly and educational *occupancies*. Urinals shall not be substituted for more than 50 percent of the required water closets in all other *occupancies*.

Section 2902.2 Separate Facilities.

Amend Section 2902.2, as follows:

[P] 2902.2 Separate Facilities. Where plumbing fixtures are required, separate facilities shall be provided for each sex.

Exceptions:

1. Separate facilities shall not be required for *dwelling units* and *sleeping units*.
2. Separate facilities shall not be required in structures or tenant spaces with a total *occupant load*, including both employees and customers, of 30 or less.
3. Separate facilities shall not be required in Group M occupancies in which the maximum occupant load is 100 or less.
4. Separate facilities shall not be required in Group B occupancies in which the maximum occupant load is 50 or less provided a single toilet facility is designed for use by no more than one person at a time.

Section 3002.4 Elevator car to accommodate ambulance stretcher.

Amend Section 3002.4, as follows:

3002.4 Elevator car to accommodate ambulance stretcher. Where elevators are provided in buildings four or more stories above, or four or more stories below, grade plane, at least one elevator, and no less than the minimum number specified in the exception to Section 403.6.1 when provided in lieu of fire service access elevators, shall be provided for fire department emergency access to all floors. The elevator car shall be of such a size and arrangement to accommodate an ambulance stretch 24 inches by 84 inches (601 mm by 2134 mm) with not less than 5-inch (127 mm) radius corners, in the horizontal, open position and shall be identified by the international symbol for emergency medical services (star of life). The symbol shall not be less than 3 inches (76 mm) in height and shall be placed inside on both sides of the hoistway door frame. Such elevators shall open into a lobby providing sufficient area to accommodate transport of a 24-inch by 84-inch (610 mm by 2134 mm) ambulance stretcher.

Section 3003.1.3 Two or more elevators.

Amend Section 3003.1.3, as follows:

3003.1.3 Two or more elevators. Where two or more elevators are controlled by a common operating system, all elevators shall automatically transfer to standby power within 60 seconds after failure of normal power where the standby power source is of sufficient capacity to operate

all elevators at the same time. Where the standby power source is not of sufficient capacity to operate all elevators at the same time, all elevators shall transfer to standby power in sequence, return to the designated landing and disconnect from the standby power source. After all elevators have been returned to the designated level, at least one elevator, and all elevators installed in accordance with the exception to Section 403.6.1, shall remain operable from the standby power source.

Section 3112 Cabanas.

Add new Section 3112, as follows:

3112 Cabanas.

3112.1 General. This section shall apply to cabanas on, or in close proximity to, buildings where the predominant building construction type would not otherwise allow cabanas to be constructed as membrane structures in accordance with Section 3102.3. Cabanas that are erected for a period of less than 180 days shall comply with the *International Fire Code*.

3112.2 Definitions. The following words and terms shall, for the purposes of this section, have the meanings shown herein:

CABANA. A structure used for temporary shelter, comfort and privacy of occupants located on, or in close proximity to, a building. Cabanas shall not be used for retail sales, bar service, food preparation, storage, or overnight sleeping.

CABANA GROUP. A group of individual cabanas that are not separated from each other as required within this section. The total area of the cabana group shall be used to determine code requirements for all cabanas contained within the cabana group.

3112.3 Design and Construction. Cabanas shall be designed and constructed to withstand wind or other lateral loads and live loads as required by Chapter 16 with due allowance for shape, open construction and similar features that relieve the pressures or loads. Structural members shall be protected to prevent deterioration.

3112.3.1 Frame. Cabanas shall be constructed of a rigid, noncombustible frame that is permanently mounted to the roof or deck on which it is located.

3112.3.2 Membrane Covering. The membrane covering of the cabana shall either be noncombustible in accordance with Section 703.4 or be tested by an approved agency and pass Test 2 of NFPA 701.

3112.3.3 Openness. Each cabana shall be provided with a minimum of one opening to an exterior egress route. Such opening shall provide a minimum unobstructed opening of 5 feet (1524 mm) wide by 7 feet (2134 mm) high.

3112.3.4 Height. The highest point of a cabana shall not exceed 20 feet (4572 mm).

3112.3.5 Area. The area of any single cabana or cabana group shall not exceed 1,000 square feet (46.45 m^2).

Exception: The area of cabanas that are constructed entirely of noncombustible materials shall not exceed 2,000 square feet (92.90 m^2).

3112.3.5.1 Subdivision. Subdivision of a cabana is permitted where subdivision of the cabana is provided by any material that is tested by an approved agency and passes Test 2 of NFPA 701.

3112.4 Location. Cabanas shall be located to minimize the hazard to the building, other cabanas, and the means of egress.

3112.4.1 Separation between cabanas. Cabanas shall be separated from all other cabanas by a minimum distance of 10 feet (3048 mm), as measured at the nearest horizontal projection. Where cabanas do not meet this spacing, the cabanas shall be considered a cabana group, and the cabana group shall meet the requirements set forth herein.

3112.4.2 Separation between cabana groups. Cabana groups shall be separated from all other cabanas by a minimum distance of 10 feet (3048 mm), as measured at the nearest horizontal projection.

3112.4.3 Separation to building. Cabanas shall be a minimum of 10 feet (3048 mm) from any wall or building opening, and shall not be located beneath any horizontal projection of the main building.

3112.4.4 Obstruction to means of egress. Cabanas shall be located and spaced such that the required means of egress is not obstructed by the cabanas for the entire height of the cabanas.

3112.5 Automatic sprinkler system. Cabanas and cabana groups shall be protected throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

Exception: An automatic sprinkler system shall not be required in cabanas or cabana groups that do not exceed 120 square feet (11.148 m^2) in area.

3112.6 Cooking facilities. Cooking shall not be permitted within 20 feet (6096 mm) of a cabana or inside a cabana.

3112.7 Fuel-fired equipment. Fuel-fired equipment shall not be permitted within 20 feet (6096 mm) of a cabana or inside a cabana.

3112.8 Lighting. All lighting within or attached to cabanas shall be electric. Open flames for any purpose are prohibited within 20 feet (6096 mm) of a cabana or inside a cabana.

3112.9 Fire Protection Report. A Fire Protection Report shall be submitted and shall address the type of construction of the main structure and the cabana(s), the size of the cabana(s), fire protection systems for the cabana(s), and the impact of the cabana(s) on the means of egress.

Section 3113 Shade Structures.

Add new Section 3113.

3113 Shade Structures.

3113.1 General. This section shall apply to *shade structures* on, attached to, or in close proximity to buildings of Type I or Type II construction. Where *shade structures* are constructed as a cabana, membrane structure or separate building, compliance with this section is not required. *Shade structures* that are erected for a period of less than 180 days shall comply with the *International Fire Code*.

3113.2 Definitions. The following words or terms shall, for the purposes of this section, have the meanings shown herein.

SHADE STRUCTURE. A *shade structure* is a structure with not less than 50 percent of its perimeter wall area unenclosed, has no interior partitions, and provides solar or weather protection for uses accessory to a building of any occupancy. *Shade structures* shall not apply to cabanas, canopies, roof structures over vehicle drive-through lanes (porte cocheres), parking facilities, playground structures, or industrial uses.

SHADE STRUCTURE GROUP. A *shade structure group* is a group of individual shade structures that are not separated from each other by a minimum distance of 10 feet (3048 mm), as measured from the nearest horizontal projection. The total area of the *shade structure group* shall be used to determine code requirements for all *shade structures* within the *shade structure group*.

3113.3 Design and Construction. *Shade structures* shall be designed and constructed to withstand the wind and lateral loads and live loads as required by Chapter 16 with due allowance for shape, open construction and similar features that relieve the pressure of loads. Structural members shall be protected to prevent deterioration.

3113.3.1 Frames. Frames shall be non-rated, and noncombustible or wood of Type IV size.

3113.3.2 Shade Coverings. Shade coverings shall be of:

1. Noncombustible materials in accordance with Section 703.5; or

2. Wood of Type IV size; or

3. An approved covering that meets the fire propagation performance criteria of NFPA 701.

3113.3.3 Height. The height of a *shade structure* shall not exceed that allowed for the predominant building construction type, but shall not exceed 50 feet in height.

3113.3.4 Area. The area of *shade structures* shall be limited to the maximum allowable area for the predominant building construction type, including the area of such building, but in no case shall the *shade structure* exceed 10,000 square feet (929 m^2).

Exception: *Shade structures* with combustible construction as outlined under Section 3113.3 shall be limited to no more than 5,000 square feet (464.52 m^2).

3113.4 Location. *Shade structures* shall be allowed to be constructed on or attached to the building or may be free standing separated from the building.

3113.4.1 Separation between *shade structures*. *Shade structures* shall be separated from all other shade structures by a minimum distance of 10 feet (3048 mm), as measured at the nearest horizontal projection, regardless of the height of each horizontal projection. Where *shade structures* do not meet this spacing, the *shade structures* shall be considered a *shade structure group*, and the *shade structure group* shall meet the requirements set forth herein.

3113.4.2 Separation between *shade structure groups*. *Shade structure groups* shall be separated from all other *shade structure groups* by a minimum distance of 10 feet (3048 mm), as measured at the nearest horizontal projection, regardless of the height of each horizontal projection.

3113.5 Means of Egress. Mean of egress shall comply with Chapter 10. Sufficient clearance and aisle widths shall be provided and maintained for means of egress that pass through the shade structure from any building or area.

3113.6 Automatic Sprinkler Systems. *Shade structures* and *shade structure groups* shall be protected by an automatic sprinkler system as specified in Chapter 9 for the appropriate hazard class.

Exceptions:

1. *Shade structures* attached to buildings not otherwise required to be protected by an automatic sprinkler system and where the *shade structure* does not increase the overall building area beyond 5,000 square feet (464.52 m^2).
2. Where a slatted, lattice or fixed louvered *shade structure* roof system is not less than 50 percent open to the sky and not provided with a fabric or similar covering.
3. Entirely noncombustible *shade structures* that are located a minimum of 10 feet from any wall, building opening, or adjacent shade structure; that do not exceed 1,000 square feet (92.91 m^2) in area, and has not less than 100 percent of its perimeter wall area unenclosed.
4. *Shade structures* that are located a minimum of 10 feet from any wall, building opening, or adjacent shade structure; that do not exceed 200 square feet (18.58 m^2), or 400 square feet (37.16 m^2) when comprised entirely of noncombustible materials.

3113.7 Fire Alarm & Detection System. Fire alarm notification appliances are required within *shade structures* where the predominant building includes an exit that discharges through the *shade structure,* or where the *shade structure* exits through the building. Fire alarm notification appliances are not required where the predominant building and *shade structure* exit independently of one another and where the use of the *shade structure* does not otherwise require notification appliances.

Shade structures shall be protected by fire detection systems as specified in Chapter 9 based on the applicable occupancy and use. Detection systems utilized as part of a suppression system shall be addressed in a Fire Protection Report as required by Section 3113.10.

3113.8 Fuel-Fired Equipment. Fuel-fired equipment shall not be permitted within 20 feet (6096 mm) of a *shade structure* or under a *shade structure.*

Exceptions:

1. Portable chafing dishes that utilize liquid fuel manufactured for its intended use.
2. Gas fired grills that are located a minimum of 10 feet (3048 mm) from the predominant building may be within 20 feet (6096 mm) of, or under entirely noncombustible *shade structures*.
3. Portable gas fired heaters that are located a minimum of 10 feet (3048 mm) from the predominant building may be within 20 feet (6096 mm) of, or under entirely noncombustible *shade structures*.
4. Gas fired fireplaces or fire pits that are located a minimum of 15 feet (3048 mm) from the predominant building may be within 20 feet (6096 mm) of, or under entirely noncombustible *shade structures*.

3113.9 Lighting. All lighting within or attached to *shade structures* shall be electric. Open flames for any purpose other than those noted above are prohibited within 20 feet (6096 mm) of a *shade structure* or under a *shade structure,* unless approved by the authority having jurisdiction.

3113.10 Fire Protection Report. When required by the Building Official, a fire protection report shall be provided to address the type of construction of the predominant structure and the *shade structure*(s), the size and use of the shade structure(s), fire protection systems for the shade structure(s), and the impact of the shade structure(s) on the means of egress.

Section 3306.2 Walkways.

Revise Section 3306.2, as follows:

3306.2 Walkways. A walkway shall be provided for pedestrian travel in front of every construction and demolition site unless the applicable governing authority authorizes the sidewalk to be fenced or closed. Walkways shall be of sufficient width to accommodate the pedestrian traffic, but in no case shall they be less than 4 feet (1219 mm) in width. Walkways shall be provided with a durable walking surface. Walkways shall be *accessible* in accordance with Chapter 11 and shall be designed to support all imposed loads and in no case shall the design live load be less than 150 pounds per square foot (psf) (7.2 kN/m^2). Sidewalks or walkways that lead from the public sidewalk to a building entrance where the general public may be at risk due to falling construction debris shall be similarly protected.

Section 3401.7 Automatic Sprinklers in Existing Buildings.

Add Section 3401.7 to allow for partial coverage of automatic sprinkler systems in existing buildings, as follows:

3401.7 Automatic Sprinklers in Existing Buildings. Automatic sprinkler systems in accordance with Section 903 and designed per the Fire Code shall be provided in nonsprinklered *existing structures* at the locations described in Sections 3401.7.1 through 3401.7.3.

Where these provisions result in partially sprinklered buildings, durable weatherproof signage shall be provided at the Fire Department Connection(s) clearly indicating that the building is partially protected with fire sprinklers and clearly identifying the portion(s) of the building covered by the fire sprinkler systems.

Where required by the fire code official, the underground fire service and fire sprinkler lead-in to the first portion of an existing nonsprinklered building shall be sized to a minimum Ordinary Hazard Group II sprinkler design for future expansion of the fire sprinkler system to cover all other portions of the building.

3401.7.1 Additions. Additions to any building shall comply with this Section and Section 3403.

3401.7.1.1 Sprinklered Addition. In existing nonsprinklered buildings where sprinklers are provided for a building addition, whether required or not, the entire building shall be sprinklered.

Exceptions:

1. Other than occupancies of Group E Daycare, Group H, Group I, or Group R, sprinklers are not required to be provided beyond the fire area of the addition where the addition fire area is separated from the reminder of the building by a *fire barrier* of not less than 2-hours, constructed in accordance with Section 707, and without openings.

2. In all occupancies, sprinklers are not required to be provided beyond the fire area of the addition when the addition fire area is separated from the existing building by 4-hour rated *fire walls* constructed in accordance with Section 706, and without openings.

3. When approved by the *building official*, special hazard areas that are required to be sprinklered for specific uses, such as medical gas rooms, do not require the remainder of the building to be sprinklered.

3401.7.1.2 Nonsprinklered Addition. In existing nonsprinklered buildings where sprinklers are not otherwise required or provided in the building addition, the remainder of the building is not required to be provided with sprinklers where any of the following conditions are met:

1. The building has a total area of less than 5,000 sq ft (464 m^2) and the addition does not cause the existing building to trigger fire sprinkler protection due to occupancy-specific requirements contained in Section 903.

2. Other than occupancies of Group E Daycare, Group H, Group I, or Group R, the fire area containing the addition is separated from adjacent fire areas by a *fire barrier* of not less than 2-hours, constructed in accordance with Section 707, and without openings.

3. In all occupancies, sprinklers are not required to be provided outside the fire area of the addition where the addition fire area is separated from existing building by 4-hour rated *fire walls* constructed in accordance with Section 706, and without openings.

3401.7.2 Alterations. Alterations within existing building shall comply with this Section and Section 3404.

3401.7.2.1 Sprinklered Alterations. In existing nonsprinklered buildings where sprinklers are provided for an alteration, whether required or not, the entire building shall be sprinklered.

Exceptions:

1. Other than occupancies of Group E Daycare, Group H, Group I, or Group R, sprinklers are not required to be provided beyond the fire area containing the alteration where it is separated from the reminder of the building by a *fire barrier* of not less than 2-hours, constructed in accordance with Section 707, and without openings.

2. In all occupancies, sprinklers are not required to be provided beyond the fire area of the alteration when the alteration fire area is separated from the existing building by 4-hour rated *fire walls* constructed in accordance with Section 706, and without openings.

3. When approved by the *building official*, special hazard areas that are required to be sprinklered for specific uses, such as medical gas rooms, do not require the remainder of the building to be sprinklered.

3401.7.2.2 Nonsprinklered Alterations. In existing nonsprinklered buildings where sprinklers are not otherwise required or provided in the alteration, the remainder of the building is not required to be provided with sprinklers due to the alteration.

3401.7.3 Change of Occupancy. A change of occupancy within an existing building shall comply with this Section and Section 3408.

3401.7.3.1 Sprinklered Change of Occupancy. In existing nonsprinklered buildings where sprinklers are provided for an area containing a change of occupancy, whether required or not, the entire building shall be sprinklered.

Exceptions:

1. Other than occupancies of Group E Daycare, Group H, Group I, or Group R, sprinklers are not required to be provided beyond the fire area containing the change of occupancy where it is separated from the reminder of the building by a *fire barrier* of not less than 2-hours, constructed in accordance with Section 707, and without openings.

2. In all occupancies, sprinklers are not required to be provided beyond the fire area of the change of occupancy when the change of occupancy fire area is separated from the existing building by 4-hour rated *fire walls* constructed in accordance with Section 706, and without openings.

3. When approved by the *building official*, special hazard areas that are required to be sprinklered for specific uses, such as medical gas rooms, do not require the remainder of the building to be sprinklered.

3401.7.3.2 Nonsprinklered Change of Occupancy. In existing nonsprinklered buildings where sprinklers are not otherwise required or provided in the change of

occupancy, the remainder of the building is not required to be provided with sprinklers where any of the following conditions are met:

1. The building has a total area of less than 5,000 sq ft (464 m^2) and the change of occupancy does not cause the existing building to trigger fire sprinkler protection due to occupancy-specific requirements contained in Section 903.

2. Other than occupancies of Group E Daycare, Group H, Group I, or Group R, the fire area containing the change of occupancy is separated from adjacent fire areas by a *fire barrier* of not less than 2-hours, constructed in accordance with Section 707, and without openings.

3. In all occupancies, sprinklers are not required to be provided outside the fire area of the change of occupancy when the change of occupancy fire area is separated from the existing building by 4-hour rated *fire walls* constructed in accordance with Section 706, and without openings.

4. When approved by the building official, a change in occupancy to an equal or lesser hazard shall not require the installation of sprinklers for any part of the building. *To make such a determination, the building official may consider changes in occupant load, relative fire hazard and other relevant data.*

Section 3401.8 Fire Alarm Systems in Existing Buildings.

Add new Section 3401.8, as follows:

3401.8 Fire Alarm Systems in Existing Buildings. Fire alarm systems, installed in accordance with Section 907 and the Fire Code, shall be provided in *existing structures* at the locations described in Sections 3401.8.1 through 3401.8.3.

3401.8.1 Additions. Additions to any building shall comply with this Section and Section 3403. In existing buildings where fire alarms are provided for the addition, whether required or not, coverage shall be extended to include the entire building.

Exceptions:

1. Other than occupancies of Group E Daycare, Group H, Group I, or Group R, fire alarm system coverage is not required beyond the fire area containing the addition where the addition fire area is separated from the reminder of the building by a *fire barrier* of not less than 2-hours, constructed in accordance with Section 707, with openings protected with automatic-closing devices.

2. In all occupancies, the addition of a *Fire Wall* in accordance with Section 706, with openings protected with automatic-closing devices, may be used to create a new fire area that separates the addition from the remainder of the building. The *Fire Wall* may either:

    a. limit required fire alarm system coverage to include only the new fire area containing the addition, or

b. limit required fire alarm system coverage to include the new addition and other existing spaces adjacent to the addition that remain in the same fire area, or

c. eliminate the requirement to install a fire alarm system in accordance with the provisions of Section 907.2.

3401.8.2 Alterations. Existing buildings that undergo an alteration shall comply with this Section and Section 3404.

Exception: Alterations consisting solely of the removal and replacement or the covering of existing materials, elements, equipment, or fixtures using new materials, elements, equipment, or fixtures that serve the same purpose.

In existing buildings where fire alarms are provided for an alteration, whether required or not, coverage shall be extended to include the entire building.

Exceptions:

1. Other than occupancies of Group E Daycare, Group H, Group I, or Group R, fire alarm system coverage is not required beyond the fire area containing the alteration where the alteration fire area is separated from the reminder of the building by a *fire barrier* of not less than 2-hours, constructed in accordance with Section 707, and with openings protected with automatic-closing devices.

2. In all occupancies, the addition of a *Fire Wall* in accordance with Section 706, with openings protected with automatic-closing devices, may be used to create a unique fire area to separate the alteration from the remainder of the building. The *Fire Wall* may either:

   a. limit required fire alarm system coverage area to include only the fire area containing the alteration, or

   b. eliminate the requirement to install a fire alarm system in accordance with the provisions of Section 907.2.

3401.8.3 Change of Occupancy. Existing buildings that undergo a change of occupancy shall comply with this Section and Section 3408.

Exception: When approved by the building official, a change in occupancy to an equal or lesser hazard shall not require the installation of a fire alarm system for any part of the building. *To make such a determination, the building official may consider changes in occupant load, relative fire hazard and other relevant data.*

In existing buildings where fire alarms are provided for a change of occupancy, whether required or not, coverage shall be extended to include the entire building.

Exceptions:

1. Other than occupancies of Group E Daycare, Group H, Group I, or Group R, fire alarm system coverage is not required beyond the fire area containing the

change of occupancy where the change of occupancy fire area is separated from the reminder of the building by a *fire barrier* of not less than 2-hours, constructed in accordance with Section 707, with openings protected with automatic-closing devices.

2. In all occupancies, the addition of a Fire Wall in accordance with Section 706, with openings protected with automatic-closing devices, may be used to create a unique fire area to separate the portion of the building containing the change of use from the remainder of the building. The Fire Wall may either:

   a. limit required fire alarm system coverage area to include only the fire area containing the change of use, or

   b. eliminate the requirement to install a fire alarm system in accordance with the provisions of Section 907.2.

Section 3405.2 Substantial structural damage to vertical elements of the lateral force-resisting system.

Amend Section 3405.2, as follows:

3405.2 Substantial structural damage to vertical elements of the lateral force-resisting system. A building that has sustained substantial structural damage to the vertical elements of its lateral force-resisting system shall be evaluated and repaired in accordance with the applicable provisions of Sections 3405.2.1 through 3405.2.3.

Section 3405.3.1 Lateral force-resisting elements.

Amend Section 3405.3.1, as follows:

3405.3.1 Lateral force-resisting elements. Regardless of the level of damage to vertical elements of the lateral force-resisting system, if *substantial structural damage* to gravity load-carrying components was caused primarily by wind or earthquake effects, then the building shall be evaluated in accordance with Section 3405.2.1 and, if noncompliant, rehabilitated in accordance with Section 3405.2.3.

Appendices C, E, H, and I

Adopt Appendices C, E, H, and I in their entirety without amendment.

Appendix J Grading

Adopt Appendix J in its entirety with the following amendments:

Section J102.1 Definitions.

Revise the definition of "GRADING", as follows:

GRADING. An excavation, inclusive of clearing and grubbing of vegetation, or fill or combination thereof.

Add new definitions in Section J102.1 for Building Pad, Certify, Fault, Holocene Active Fault, Quaternary Active Fault, Inactive Fault, Final Grading Report, Geotechnical Report (Soils Report), Pad Certification Report, Pad Recertification Report, Refusal, and Special Geotechnical Consideration Area, as follows:

BUILDING PAD. The soil, cut or fill site, outlined by the area of the footprint of the building plus a minimum of 5 additional feet (1529 mm) to the exterior. This includes any type of foundation system for the structure.

CERTIFY. Use of the word "certify" or "certification" constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification.

FAULT. A fracture or zone of fracturing in geologic materials (soil or rock) along which there has been displacement of the sides relative to one another parallel to the fracture.

FAULT, HOLOCENE ACTIVE. A fault with recognized activity within Holocene time (within the past 11,000 years).

FAULT, QUATERNARY ACTIVE. A fault with recognized activity within Quaternary time (within the past 1.6 million years).

FAULT INACTIVE. A fault without recognized activity within Quaternary time (within the past 1.6 million years).

FINAL GRADING REPORT. A grading report stamped and signed by a registered design professional certifying that the building pad was constructed in conformance with the recommendations set forth in the geotechnical report. This report contains explicit information and data that verifies compliance with the geotechnical report of record including any approved supplements or addendums.

GEOTECHNICAL REPORT (SOILS REPORT). Data and engineering recommendations resulting from site exploration which evaluates the soil conditions and general site characteristics and suitability of the site for the proposed construction. A registered design professional shall prepare and seal the report.

PAD CERTIFICATION REPORT. An interim grading report stamped and signed by a registered design professional certifying that the building pad currently is in conformance with the recommendations set forth in the geotechnical report of record.

PAD RECERTIFICATION REPORT. A report stamped and signed by a registered design professional certifying that the building pad currently is in conformance with the recommendations set forth in the geotechnical report of record. This report contains explicit information and data that verifies compliance to the geotechnical report of record including any approved supplements or addendums.

REFUSAL. Refusal while advancing an exploration is recognized as defined by ASTM D 1586-08a.

SPECIAL GEOTECHNICAL CONSIDERATION AREA. A portion of Clark County where additional geotechnical investigation requirements may apply. These areas are identified on the

most recent edition of the "Clark County Soil Guidelines Reference Map(s)" as published by Clark County.

Section J103.3 Hazards.

Add a new Section J103.3 Hazards, as follows:

J103.3 Hazards. Whenever the building official determines that any existing excavation or embankment or fill on private property has become a hazard to life and limb, or endangers property, or adversely affects the safety, use or stability of a public way, easement, storm sewer system, or drainage channel, the owner of the property upon which the excavation or fill is located, or other person or agent in control of said property, upon receipt of notice in writing from the building official, shall within the period specified therein repair or eliminate such excavation or embankment to eliminate the hazard and to be in conformance with the requirements of this code.

Section J104.1 Submittal requirements.

Revise Section J104.1, as follows:

J104.1 Submittal requirements. In addition to the provisions of Section 105.3, the applicant shall state the estimated quantities of excavation and fill. All projects that require grading shall have a grading plan prepared, stamped, and signed by a registered design professional.

> **Exception:** At the option of the building official, if the structure is located outside of a flood hazard area the following projects may be exempted from having a grading plan. Projects exempted from a grading plan must still comply with the grading and drainage requirements in the IBC.
>
> 1. Single story structures, additions, or remodels with a footprint less than 600 square feet.
> 2. Patio covers, decks, and canopies associated with a single family residence.
> 3. Mobile homes, trailers, modular buildings that do not have concrete or masonry foundations.
> 4. Carports.
> 5. Signs, light poles, and communication towers.

Section J104.2 Grading plan requirements.

Revise Section J104.2 in its entirety, as follows:

J104.2 Grading plan requirements. All grading plans shall be prepared, stamped, and signed by a registered design professional. The following items must be included on all grading plan submittals.

1. General vicinity of the proposed site.
2. Property limits and accurate contours of existing ground and details of terrain and area drainage.
3. Limiting dimensions, elevations or finish contours to be achieved by the grading, proposed drainage channels and related construction.

4. Location of any buildings or structures on the property where the work is to be performed and the location of any buildings or structures on land of adjacent owners that are within 100 feet of the property or that may be affected by the proposed grading operations.

5. Recommendations included in the geotechnical report shall be incorporated in the grading plans or specifications as follows:

    a. Locations and dimensions of all cut and fill slopes,

    b. Locations of all cross sections presented in the geotechnical report,

    c. Locations and sizes of all recommended remedial measures such as buttress fills, stability fills, deep foundation systems, reinforced earth, retaining walls, etc.,

    d. Location and layout of proposed subdrainage system.

6. A statement that the site shall be graded in accordance with the approved geotechnical report. This statement shall include the firm name that prepared the geotechnical report, the report number, and the date of the geotechnical report.

7. Locations of other existing topographic features either natural or man-made such as streets, drainage structures, pavements, walls, mining pits, etc.

8. The cut to fill transition line.

9. Positive drainage away from the foundation per Section 1804.3.

10. Details and cross sections at property lines, fence walls, retaining walls, berms, etc.

11. Elevation datum and benchmarks (NAVD 88).

12. Existing contours at least 100 feet beyond the property lines.

13. Proposed finish contours or spot elevations at the property corners, building pad, and at swale flow lines.

14. Elevations of curbs or centerlines of roads or streets.

15. Earthwork quantities in cubic yards.

16. Finish floor elevations.

17. Details and cross sections of typical fill slopes and cut slopes.

18. Typical details of fill-over-natural slopes and fill-over-cut slopes where fill is to be placed on natural or cut slopes steeper than 5H:1V in accordance with Section J107.

19. Setback dimensions of cut and fill slopes from site boundaries per Section J108.

20. The placement of buildings and structures on and or adjacent to slopes steeper than 3H:1V (33.3% slope) shall be in accordance with Section 1808.7.

21. Provide terracing in accordance with Section J109 for slopes steeper than 3H:1V (33.3% slope).

22. Provide the locations and dimensions of all terrace drains for all slopes steeper than 3H:1V in accordance with Section J109.

23. The standard notes specified in the Las Vegas Valley Construction Site Best Management Practice Guidance Manual (most current edition).

24. Registered design professional original seal (wet seal), signature and date or a Records stamp and signature stating, "*This is a true and exact copy of the original document on file in this office.*"

Section J104.3 Geotechnical report.

Revise Section J104.3, as follows:

J104.3 Geotechnical report. A geotechnical report prepared by a registered design professional shall be provided. The report shall comply with Section 1803.6.

Section J105 Inspections

Revise Section J105 in its entirety, as follows:

J105.1 General. Inspection of grading operations shall comply with the provisions of this section. The permittee shall be responsible for the work to be performed in accordance with the approved plans and specifications and in conformance with the provisions of this code. The owner or the owner's agent shall engage an approved agency, if required by the Building Official.

J105.1.1 Completion of work and final reports. Report submittal shall be in compliance with Section 1704.1.2.

J105.1.2 Final Grading report. Upon completion of pad grading (or foundation excavation) and prior to a footing or foundation inspection, a Final Grading report shall be provided by an approved agency. Grading (or foundation excavation) shall be observed and tested by an approved agency. The approved agency shall prepare the report, signed by a registered design professional certifying that the grading and earthwork are complete and substantially comply with the requirements of the geotechnical report of record including any approved supplements or addenda. At the option of the Building Official, a Pad Certification report submitted in accordance with Section J105.1.3 may be accepted as an interim report prior to a footing or foundation inspection. A Final Grading report will then be required prior to receiving a Final Inspection.

The Final Grading report itself will contain all applicable test data and analysis of the data. Specific project information is also required if there were any changes to the geotechnical report of record or unusual circumstances encountered during grading. The report shall also include the following information:

1. Compaction test results, requirements, locations, depth of backfill at test locations and names of technicians conducting the tests.
2. Moisture Density values and curves that include classifications for all soils used in the grading operation.
3. Description of structure or pad including the proposed use.
4. Grading plan showing approximate locations of tests, dates and depths of over-excavation observations, original contours and finish pad elevations.
5. Swell and solubility test requirements and results. This information shall be provided if required by the geotechnical report of record, elsewhere in the code, or if imported soils were utilized.

6. Type of foundation system applicable to work being certified (i.e. spread footings, strip footings, combination footings, drilled shafts etc.).
7. Import material used, source of import, and tests indicating compliance with the geotechnical report of record recommendations
8. Classification of Sulfate Exposure for foundation soils in relation to ACI 318-11 Section 4.2.1.
9. A statement describing the process of pad grading. Where applicable, this shall include, but not be limited to the minimum depth of over-excavation, blending operations, the use of import soils, nested aggregate, organics encountered, and removal of unsuitable soils.
10. The preceding requirements shall be presented for each pad or structure being certified.

The Final Grading report remains valid for a maximum of six months after the completion of grading. The six month period begins at the first test date of the final test of the final lift of the structural pad. Once expired, a Pad Recertification report is required.

J105.1.3 Pad Certification report. This letter/report is used as an interim document until a Final Grading report is completed (i.e., a Final Grading report for the entire project or a particular phase(s) of a project). The approved agency shall prepare this report signed by a registered design professional and certifying that the grading and earthwork are complete and substantially comply with the requirements of the geotechnical report of record including any approved supplements or addenda. Specific project information is also required if there were any changes to the geotechnical report of record or unusual circumstances encountered during grading.

This report shall include the following information for each pad or structure:

1. The first test date of the final test of the final lift.
2. Permit number and pad or structure description.
3. Classification of Sulfate Exposure for foundation soils in relation to ACI 318-11 Section 4.2.1.
4. Classification of foundation soil for expansive properties (i.e. non-expansive or results from standard 60 pounds per square foot swell test).
5. The name(s) of the approved special inspector(s) and any technicians that observed grading or foundation improvements.

This report remains valid for no longer than six months after the completion of grading. The six month period begins at the first test date of the final test of the final lift of the structural pad. Upon expiration, a Final Grading report and Pad Recertification report will be required.

J105.1.4 Pad Recertification report. This report is required when a Final Grading report or Pad Certification report has expired or if required by the Building Official. The approved agency shall prepare this report signed by a registered design professional certifying the current suitability of the pad(s). The condition of the pad(s) is discussed, tests performed and their results are presented and discussed, and any additional grading or reworking is discussed. The conclusions are stated and based upon the current condition of the pad(s) compared to completion at original grading and a statement that the current condition of the pad(s) substantially complies with the requirements of the geotechnical report of record including any approved supplements or addenda.

As a minimum, pad moisture data and standard sixty pounds per square foot swell test results, if applicable, are included in this report. The tests shall be conducted on a representative number of pads.

The report remains valid for no longer than six months after the latest test date. Once expired, the pad(s) recertification will require an evaluation by a registered design professional to confirm the applicability of current site conditions.

J105.1.5 Finished Floor Elevation Certificate. A registered design professional shall certify the lowest habitable finished floor elevation to the elevation on the approved plans upon completion of the slab inspection and placement or the placement of the final construction form for the finished floor. All certifications required by this section shall be provided to and accepted by the Building Official prior to performance of any additional inspections. The minimum finished floor elevation shall comply with the approved plans and the allowable tolerance shall be minus (-) 0.0 feet to plus (+) 0.3 feet of the finished floor elevation detailed on the approved plans.

J105.1.6 Drainage Compliance Report. Upon completion of final grading, and prior to the final building inspection, a statement of compliance for drainage shall be provided by the registered design professional of record or the developer when approved by the building official.

This report shall state that site conditions at the time of final construction provide positive drainage in compliance with the approved drainage plan or the plot and grading plan.

When engineered drainage features, facilities, or structures are required by the approved plans, the registered design professional of record shall verify that installed and constructed elements are in compliance with the approved plans. This includes site detention, lot to lot drainage, and drainage conveyance devices.

J105.1.7 Notification of Noncompliance. If in the course of fulfilling their respective duties under this appendix, the registered design professional or the approved agency finds that the work is not being done in conformance with this appendix or the approved plans the discrepancies shall be immediately reported in writing to the contractor, the permittee, and to the Building Official.

J105.2 Special Inspections. The special inspection requirements of Section 1704 shall apply to work performed under a grading permit where required by the Building Official.

Appendix N Fences, Walls and Retaining Walls

Add a new Appendix N Fences, walls and retaining walls, as follows:

APPENDIX N
FENCES, WALLS AND RETAINING WALLS

N101 General

N101.1 General. It shall be unlawful for any person, contractor, firm or corporation to erect, install, construct or replace any fence, wall or retaining wall contrary to the provisions of this code.

N101.2 Applicable regulations. All regulations and requirements of the Building Code and any amendments, deletions and additions thereto shall apply to the erection, installation or construction of any fence, wall and/or retaining wall except that which may be inconsistent with this chapter.

N102.0 DEFINITIONS

N102.1 Definitions. For the purpose of this chapter, certain terms are defined as follows:

CUT. See Excavation.

EXCAVATION. The removal of earth material by artificial means, also referred to as a cut.

FENCE. A structure of temporary or semi-permanent material such as wrought iron, wire, wood, screen, vinyl, plastic, etc... erected for purposes of enclosure, division of property or decoration.

FILL. The placement of earth materials by artificial means.

RETAINING WALL. Any wall that is used to resist the lateral displacement of earth or any other material with a difference in elevation of the material from one side to the other exceeding 24 inches (610 mm) in height.

ROCKERY WALL. A system of stacked rocks constructed to retain soil. See the Southern Nevada Building Officials Rockery Wall Construction Standards.

WALL. A structure of stone, brick, masonry, concrete or other similar permanent material, raised to some height and erected for purposes of enclosure, division of property or decoration.

N103.0 PERMITS

N103.1 Permits required. No fence, wall or retaining wall regulated by this code shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished unless a permit for each fence, wall or retaining wall is obtained from the Building Official.

N103.2 Separate permits required. A separate permit is required for each parcel of land upon which a fence, wall or retaining wall is to be located.

> **EXCEPTION:** Only one permit is required for multiple fence(s), wall(s) and/or retaining wall(s) constructed along property lines in connection with the development of a subdivision, provided that a legal description of the property is submitted together with a dimensioned plot plan showing the exact location of the fence, wall and/or retaining wall and all other recorded lot and easement lines.

N103.3 Application for a fence, wall or retaining wall permit. To obtain a permit, the applicant shall first file an application on a form furnished by the jurisdiction for that purpose. The application shall include the following:

1. The name and address of the owner of the real property upon which the fence, wall and/or retaining wall is to be located.

2. The type of material to be used for construction of the fence, wall, and/or retaining wall.

3. The total length, height and square footage of each fence, wall and/or retaining wall.

4. The authorized agent to perform construction.

5. A dimensioned drawing that identifies the location of each fence, wall and/or retaining wall with respect to the property or lot lines, easements, streets, other rights-of-way. Existing construction and drainage features shall be clearly identified on the drawings.

6. The location of all light standards, gas and water meters, and fire hydrants.

7. Other information deemed pertinent by the Building Official.

N103.4 Drawings and specifications. Drawings and specifications required for retaining walls shall be prepared by a registered design professional. The design shall be in accordance with the applicable chapters of the IBC. Rockery walls shall be designed in accordance with the IBC and the Southern Nevada Building Officials Rockery Wall Construction Standards.

Drawings or specifications for fences and walls need not be submitted unless required by the Building Official. Drawings and specifications shall be submitted for retaining walls showing that the retaining wall is designed in accordance with this code.

N104.0 GENERAL REQUIREMENTS AND LIMITATIONS

N104.1 General. General requirements and limitations shall be as follows:

1. No fence, wall and/or retaining wall shall be placed within a right-of-way unless granted permission by the authority having jurisdiction.

2. The height and location of a fence, wall and/or retaining wall shall comply with all zoning ordinances and regulations of the authority having jurisdiction.

3. Fences, walls and/or retaining walls shall be constructed in accordance with published standards of the department or agency having authority of utility easements, when located within a utility easement for any light standard, gas meter, water meter, or fire hydrant.

4. Special inspection, if required, shall be in accordance with the IBC. Rockery walls shall require special inspection in accordance with the IBC and the Southern Nevada Building Officials Rockery Wall Construction Guidelines.

N104.2 Required inspections

1. All footings shall be inspected to verify location to property line, structures, and compliance to the approved plans and permit. Footings shall be excavated and cast against the earth.

2. Concrete foundations shall not be placed until footings have been inspected and approved by the Building Official.

3. No wall and/or retaining wall shall be grouted until the reinforcing required has been inspected and approved by the Building Official.

4. No retaining wall shall be backfilled until verification of the ~~required~~ dampproofing, when required, and drainage has been inspected and approved by the Building Official.

N104.3 Natural drainage. No permits shall be issued for fences, walls and/or retaining walls, which would block any natural flow path.

N104.4 Prohibited materials. Walls, fences and retaining walls shall not be constructed of materials which impose a direct safety hazard, such as pointed posts, stakes or pickets, components intended for electrocution, embedded glass, nails, barbed or razor type wire, or other sharp, cutting objects.

EXCEPTION: Manufactured barbed or razor wire may be used when its detailed use, location, and construction requirements are approved by the authority having jurisdiction.

N105.0 IMPLEMENTATION

N105.1 Implementation. The Building Official is empowered to formulate procedural guidelines to be used in implementing this chapter.

Appendix O Guidelines for Evaluating Liquefaction Hazards in Nevada

Add a new appendix O Guidelines for Evaluating Liquefaction Hazards in Nevada, *as follows:*

Appendix O
GUIDELINES FOR EVALUATING LIQUEFACTION HAZARDS IN NEVADA

I. Introduction

These guidelines were prepared by a subcommittee of the Geoscience Committee on Seismic Hazard Issues at the request of the Nevada Earthquake Safety Council, which is affiliated with the Nevada Division of Emergency Management, Department of Motor Vehicles and Public Safety, and Division of Special Services.

Significant seismic hazards are present in Nevada. With the increase in population, the evaluation of liquefaction is becoming more important for land use planning and development. The intent of these guidelines is to provide a standardized minimum level of investigation for liquefaction in Nevada. They were prepared using established guidelines for liquefaction evaluation in California, and the current standard of practice in the greater metro Las Vegas, Reno, Sparks and Carson City areas.

These guidelines were prepared by The Association of Engineering Geologists, Great Basin Section in Reno, Nevada and the Southwestern Section in Las Vegas, Nevada in conjunction

with the Nevada Bureau of Mines and Geology, the University of Nevada, Reno, the University of Nevada Las Vegas, other Nevada professional geological/geotechnical engineering organizations, and the private geological/geotechnical engineering consulting community.

This document provides general guidelines for evaluating, mitigating, and reporting of liquefaction hazards in Nevada. It is intended as a guide for performing liquefaction investigations and analyses, not as a prescriptive "standard". Liquefaction hazard assessment requires considerable engineering and professional judgment. This document, therefore, should only be treated as a general guide. It is the consensus of the authors that the use of new or innovative practices should be encouraged and not be limited by this document.

For specific details on undertaking the liquefaction evaluation the readers are advised to refer to a recent publication entitled "Recommended Procedures for Implementation of DMG Special Publication 117 – Guidelines for Analyzing and Mitigating Liquefaction in California" (Martin et al., 1999- Ref. 3). This publication is available through Southern California Earthquake Center, University of Southern California.

II. When to Perform Analysis

The investigation of sites for potential liquefaction shall be included in geotechnical investigations, when any one or more of the following factors apply: (1) where there is potential for liquefaction, or (3) where required by the governing agency, or (2) when requested by the client.

III. Screening Investigations for Liquefaction Potential

A. Introduction

The purpose of screening investigations is to determine whether a given site has obvious indicators of a low potential for liquefaction failure (e.g., bedrock near the surface or deep ground water without perched water zones), or whether a more comprehensive field investigation is necessary to determine the potential for damaging ground displacements during earthquakes.

B. Screening Investigations for Liquefaction Hazards should address the Following Basic Questions:

1. Are potentially liquefiable soil types present?
   The vast majority of liquefaction hazards are associated with saturated sandy and silty soils of low plasticity and density. Cohesive soils with clayey content (particle size < 0.005 mm) greater than 15% are generally not considered susceptible to soil liquefaction. Liquefaction typically occurs in cohesionless sands, silt, and fine-grained gravel deposits of Holocene to late Pleistocene age in areas where the ground water is shallow than about 50 feet. Some gravelly soils are vulnerable to liquefaction if encapsulation by impervious soils prevents rapid dissipation of seismically induced pore pressure.

2. If present, are the potentially liquefiable soils saturated or might they become saturated?

In order to be susceptible to liquefaction, potentially liquefiable soils must be saturated or nearly saturated. Preliminary analysis of hydrologic conditions such as current, historical and potential future depth(s) to subsurface water should be undertaken. Current groundwater level data, including perched water tables, may be obtained from permanent wells, driller's logs, and exploratory borings. Historical groundwater data can be found in reports by various government agencies, although such reports often provide information only on water from production zones and ignore shallower water.

3. Are the potentially liquefiable soils relatively shallow?

   In general, liquefaction hazards are most severe in the upper 50 feet of the surface, but on a slope near a free face or where deep foundations go beyond that depth, liquefaction potential should be considered at greater depths. (Note that for site response characterization, the shear wave velocity of a potentially liquefiable deposit is characterized to a greater depth.)

4. Does the geometry of potentially liquefiable soils pose significant risks that require further investigation?

   Thick deposits of liquefiable soils require further investigation. Additionally, relatively thin seams of liquefiable soils, if laterally continuous over sufficient area, can represent potentially hazardous planes of weakness and sliding, and may thus pose a hazard with respect to lateral spreading and related ground displacements.

IV. Evaluation of Liquefaction Resistance

Liquefaction investigations are best performed as part of a comprehensive investigation as outlined below. These Guidelines are to promote uniform evaluation of the resistance of soil to liquefaction.

A. Detailed Field Investigation

1. Engineering Geologic Investigations

   The engineering geologic investigations should include relative age, soil classification (percentage of fines passing the #200 sieve and Plastic Index), three-dimensional distribution, and general nature of exposures of earth materials within the area. Surficial deposits should be described in terms of their general characteristics (including environment of deposition) and their relationship to present topography and drainage. Due care should be exercised in interpolating or extrapolating subsurface conditions. Engineering geologic investigations should determine:

   a. The presence, soil type, gradation, and distribution (including depth) of unconsolidated deposits;

b. The age of unconsolidated deposits, especially for Quaternary Period units (both Pleistocene and Holocene Epochs);

c. Zones of flooding or historic liquefaction; and,

d. The groundwater level to be used in the liquefaction analysis based on data from well logs, boreholes, monitoring wells, geophysical investigations, or available maps.

2. Geotechnical Field Investigation

The vast majority of liquefaction hazards are associated with sandy and/or silty soils. For such soil types, there are currently two widely accepted approaches available for quantitative evaluation of the soil's resistance to liquefaction. These are: (a) correlation and analyses based on in-situ Standard Penetration Test (SPT) (ASTM D1586-92) data (see Ref. 3 for details), and (b) correlation and analyses based on in-situ Cone Penetration Test (CPT) (ASTM D3441-94) data. Both methods have relative advantages and disadvantages (see Table 1 below). Although either method will suffice for certain site conditions, there is considerable advantage to using them jointly. Another valid approach is the shear wave velocity based liquefaction hazard evaluation (Youd and Idriss, 1997; Andrus, et al. 1999).

3. Geotechnical Laboratory Testing

Laboratory testing is recommended for determining grain size distribution (particularly the fines content [percent passing the #200 sieve]), plasticity, unit weight, and moisture content of potentially liquefiable layers. Note that the moisture content of a sample taken below the water table can be used to assess the in-situ void ratio and thereby density.

Table 1: Relative Merits of SPT and CPT

SPT ADVANTAGES	CPT ADVANTAGES
A sample is retrieved. This permits identification of soil type with certainty, and permits evaluation of fines content (which influences liquefaction resistance).	Continuous penetration resistance data is obtained and so it is less likely to "miss" thin lenses and seams of liquefiable material.
Liquefaction resistance correlation is based primarily on field case histories, and the vast majority of the field case history database is for in-situ SPT data.	The CPT takes less time than the SPT since no borehole is required.
MAJOR DISADVANTAGE	MAJOR DISADVANTAGE
The SPT provides only averaged data over discrete increments. It does not distinguish data particular to thin inclusions (seams and lenses).	The CPT provides poor resolution with respect to soil classification, and so usually requires some complementary borings with samples to more reliably

	define soil types and stratigraphy.

B. Evaluation of Potential Liquefaction Hazard

For most common structures built using the Uniform Building Code (UBC), as a minimum a probabilistically derived peak ground acceleration with a 10% probability of exceedance in 50 years (i.e. 475-year return period) should be used when site-specific analyses are performed. The factor of safety for level ground liquefaction resistance has been defined as FS = CSRliq / CSReq where CSReq is the cyclic stress ratio generated by the anticipated earthquake ground motions at the site, and CSRliq is the cyclic stress ratio required to generate liquefaction (Seed and Idriss, 1982). A factor of safety in the range of about 1.1 is generally acceptable for single family dwellings, while a higher value in the range of 1.3 is appropriate for more critical structures. Furthermore, consequences of different liquefaction hazards vary. For example, hazards stemming from flow failure are often more disastrous than hazards from differential settlement. Table 2 provides general guidelines for selecting a factor of safety. This factor of safety assumes that high quality, site-specific penetration resistance and geotechnical laboratory data were collected, and that appropriate ground-motion data were used in the analyses. If lower factors of safety are calculated for some soil zones, then an evaluation of the level (or severity) of the hazard associated with potential liquefaction of these soils should be made.

Table 2: Factors of Safety for Liquefaction Hazard Assessment*

Consequence of Liquefaction	$(N_1)_{60}$Clean Sand	Factor of Safety	
		Non Critical Structure	Critical Structure
Settlement	≤ 15	1.1	1.3
	≤ 30	1.0	1.2
Surface Manifestation	≤ 15	1.2	1.4
	≤ 30	1.0	1.2
Lateral Spread	≤ 15	1.3	1.5
	≤ 30	1.0	1.2

* Developed based on guidelines given in Ref. 3

Such hazard assessment requires considerable engineering and professional judgment. The following is, therefore, only a guide. The assessment of potential liquefaction of soil deposits at a site must consider two basic types of hazard:

1. Translational site instability (sliding, edge failure, lateral spreading, flow failure, etc.) that may potentially affect all or large portions of the site; and

2. A more localized hazard at and immediately adjacent to the structures and/or facilities of concern (e.g., bearing failure, settlement, localized lateral movements).

As Bartlett and Youd (1995) have stated: "Two general questions must be answered when evaluating the liquefaction hazards for a given site:

1. 'Are the sediments susceptible to liquefaction?'; and

2. 'If liquefaction does occur, what will be the ensuing amount of ground deformation'?"

V. Mitigation of Liquefaction Hazards

Mitigation should provide suitable levels of protection with regard to the two general types of liquefaction hazards previously discussed. The scope and type(s) of mitigation required depend on the site conditions present and the nature of the proposed project. Individual mitigation techniques may be used, but the most appropriate solution may involve using them in combination. For more details on the effectiveness of various mitigation techniques see Ref. 3.

VI. Reporting

Reports that address liquefaction hazards may also need to include the following:

A. If methods other than Standard Penetration Test (SPT; ASTM D1586-92) and Cone Penetration Test (CPT; ASTM 3441-94) are used, description of pertinent equipment and procedural details of field measurements of penetration resistance (borehole type, hammer type and drop mechanism, sampler type and dimensions, etc.).

B. Boring logs showing raw (unmodified) N-values if SPT's are performed; CPT probe logs showing raw q_c-values and plots of raw sleeve friction if CPT's are performed.

C. Explanation of the basis of the methods used to convert raw SPT, CPT or non-standard data to "corrected" and "standardized" values.

D. Tabulation and/or plots of corrected values used for analyses.

E. Explanation of methods used to develop estimates of field loading equivalent uniform cyclic stress ratios (CSReq) used to represent the anticipated field earthquake excitation (cyclic loading).

F. Explanation of the basis for evaluation of the equivalent uniform cyclic stress ratio necessary to cause liquefaction (CSRliq) at the number of equivalent uniform loading cycles considered representative of the design earthquake.

G. Factors of safety against liquefaction at various depths and/or within various

potentially liquefiable soil units.

H. Conclusions regarding the potential for liquefaction and likely deformation and its likely impact on the proposed project.

I. Discussion of proposed mitigation measures, if any, necessary to reduce potential damage caused by liquefaction to an acceptable level of risk.

J. Criteria for SPT-based, CPT-based, or other types of acceptance testing, if any, that will be used to demonstrate satisfactory remediation.

VII. Definitions

ASTM American Society for Testing and Materials

CPT Cone Penetration Test (ASTM D3441-94).

CSR Cyclic stress ratio — a normalized measure of cyclic stress severity, expressed as equivalent uniform cyclic shear stress divided by some measure of initial effective overburden or confining stress.

CSReq The equivalent uniform cyclic stress ratio representative of the dynamic loading imposed by an earthquake.

CSRliq The equivalent uniform cyclic stress ratio required to induce liquefaction within a given number of loading cycles [that number of cycles considered representative of the earthquake under consideration].

FS Factor of safety — the ratio of the forces available to resist failure divided by the driving forces.

Ground Loss Localized ground subsidence.

Lique-faction Significant loss of soil strength due to pore pressure increase.

N Penetration resistance measured in SPT tests (blows/ft).

N_1 Normalized SPT N-value (blows/ft); corrected for overburden stress effects to the N-value which would occur if the effective overburden stress was 1.0 tons/ft^2.

$(N_1)_{60}$ Standardized, normalized SPT-value; corrected for both overburden stress effects and equipment and procedural effects (blows/ft).

PI Plasticity Index; the difference between the Atterberg Liquid Limit (LL) and the Atterberg Plastic Limit (PL) for a cohesive soil. [PI(%) = LL(%) - PL(%)].

q_c Tip resistance measured by CPT probe (force/length^2).

$q_{c,1}$ Normalized CPT tip resistance (force/length^2); corrected for overburden stress effects to the q_c value which would occur if the effective overburden stress was 1.0 tons/ft^2.

SPT Standard Penetration Test (ASTM D1586-92).

UBC The Uniform Building Code, published by the International Conference of Building Officials (ICBO, 1997), periodically updated.

VIII. References

(1) Andrus, R., Stokoe, K.L., and Chung, R.M. (1999). "Draft Guidelines for Evaluating of Liquefaction Resistance using Shear Wave Velocity Measurements and Simplified Procedures," Report No. NIST IR-6277, National Institute of Standards and Testing, Gaithersburg, MD.

(2) Bartlett, S.F., and Youd., T.L. (1995). "Empirical Prediction of Liquefaction-Induced Lateral Spread," Journal of Geotechnical Engineering, Vol. 121(4), pp. 316-329.

(3) Martin G.R., and Lew M. (Editors) (1999). "Recommended Procedures for Implementation of DMG Special Publication 117 – Guidelines for Analyzing and Mitigating Liquefaction in California," Southern California Earthquake Center, University of Southern California, March.

(4) National Research Council (NRC) (1985). "Liquefaction of Soils During Earthquakes," Committee on Earthquake Engineering, National Research Council, Report No. CETS-EE-001.

(5) Seed, H.B., and Idriss, I.M. (1982). "Ground Motions and Soil Liquefaction During Earthquakes," Earthquake Engineering Research Institute (EERI) Monograph.

(6) Youd, T.L., and Idriss, I.M. (Editors) (1997). "Proceedings of the NCEER Workshop on Evaluation of Liquefaction Resistance of Soils," Salt Lake City, NCEER Technical Report NCEER-97-0022, Buffalo, NY.

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Appendix P Guidelines for Evaluating Potential Surface Fault Rupture/Land Subsidence Hazards in Nevada

Add a new Appendix P Guidelines for *Evaluating Potential Surface Fault Rupture/Land Subsidence Hazards in Nevada, as follows:*

Appendix P
GUIDELINES FOR EVALUATING POTENTIAL SURFACE FAULT RUPTURE/LAND SUBSIDENCE HAZARDS IN NEVADA

The Nevada Earthquake Safety Council recommends the use of the following *Guidelines for Evaluating Potential Surface Fault Rupture/Land Subsidence Hazards*. The Council recognizes that the governing standards are the current locally adopted codes and ordinances.

The Nevada Earthquake Safety Council facilitates public input, develops consensus about seismic issues within the public and private sectors, and is the public advisory body for state seismic policy and the Nevada Earthquake Risk Reduction Program of the Division of Emergency Management. The Board of Directors of the Council, which votes on policy recommendations, has 21 members, from both southern and northern Nevada, representing business and industry; city, county, and state governments, including the Assembly and Senate; geosciences; engineering; community organizations; universities; building officials; insurance; and primary-secondary education.

The first version of these guidelines was dated 30 July 1996; minor typographical errors were corrected on 24 November 1997. The Nevada Earthquake Safety Council approved this *Revision 1* on 20 November 1998.

Jonathan G. Price
Director/State Geologist, Nevada Bureau of Mines and Geology, and
Secretary, Nevada Earthquake Safety Council

Guidelines for Evaluating Potential Surface Fault Rupture/Land Subsidence Hazards in Nevada *(Revision 1)*

I. INTRODUCTION

These guidelines were prepared by a subcommittee of the Geoscience Committee on Seismic Hazard Issues at the request of the Nevada Earthquake Safety Council, which is affiliated with the Division of Emergency Management, Department of Motor Vehicles and Public Safety, Division of Special Services.

Significant seismic hazards are present in Nevada. With the increase in population, the evaluation of fault rupture and fissuring is becoming more important for land use planning and development. The intent of these guidelines is to provide a standardized minimum level of investigation for fault rupture and fissuring in Nevada. They were prepared using established guidelines for surface fault rupture evaluation in California and Utah, and the current standard of practice in the greater metro Las Vegas, Reno, Sparks and Carson City areas.

These guidelines were prepared by The Association of Engineering Geologists, Great Basin Section in Reno, Nevada and the Southwestern Section in Las Vegas, Nevada in conjunction with the Nevada Bureau of Mines and Geology, the University of Nevada, Reno, other Nevada professional geological organizations and the private geological consulting community.

II. WHEN TO PERFORM ANALYSIS

The investigation of sites for potential surface rupture or hazards due to differential subsidence and fissuring shall be included in all geotechnical investigations.

III. DESCRIPTION OF THE INVESTIGATION

A. INTRODUCTION

A competent professional should perform geologic investigations. Because of the complexity of this analysis, the competent professional performing each investigation must determine what is appropriate and necessary to obtain the highest quality information. The most useful technique at one site may be inappropriate for another site.

B. RESEARCH

Review of the region's seismic history, based on existing maps and technical literature.

1. Specific to Fault Rupture Hazard:

    a. Historic earthquakes, epicenter locations, and magnitudes in the vicinity of the site.

    b. Location of fault traces that may affect the site, including maps of faults and a discussion of the tectonics and other relationships of significance to the proposed construction.

    c. Location and chronology of other earthquake-induced features, such as settlement, landslides and liquefaction.

    d. Review of local groundwater data (water-level fluctuations, groundwater impediments, water quality variations, or anomalies indicating possible faults).

2. Specific to Differential Subsidence and Fissure Hazard:

    a. Identify and locate any faults, scarps, and fissures in the vicinity of the site.

    b. Review available land level lines of past ground surface movement in the vicinity of the site, including degree of differential subsidence across nearby faults and proximity of regional subsidence bowls.

    c. Review groundwater development in the vicinity including the location of nearby high-capacity wells. Review available well maintenance records of nearby wells for signs of possible subsidence-induced damage.

d. Review of subsurface units from available well driller's logs for nearby water wells and available historic water level data from nearby wells.

C. AERIAL PHOTOGRAPHS

Analysis should include interpretation of aerial photographs and other remotely sensed images for fault-related topography, vegetation, soil contrasts, and lineaments of possible fault or fissure origin. Where possible, analysis may include low-sun-angle aerial photography and/or aerial reconnaissance.

D. SURFACE INVESTIGATION

A competent professional shall inspect the site.

1. Non-Specific:

a. Mapping of surface features, including geologic units and structures and topographic features both on and beyond the site. For normal and strike-slip faults these features commonly include:

Normal faults	Strike-Slip Faults
Over-steepened base of mountain fronts	Scarps in Quaternary deposits and landforms
Scarps in Quaternary deposits and landforms, and offsets in Quaternary deposits	Scarps, and laterally offset streams and ridges, and offsets in Quaternary deposits
Grabens in Quaternary deposits	Rift valleys
Faceted spurs	Shutter ridges
Zigzag fault patterns	Pressure ridges
Wine glass canyons	Sag ponds
Fissures, springs, vegetation alignments	Fissures, spring and vegetation alignments

b. Conduct visual inspections for signs of ground movement (distress) of man-made structures on adjacent developments.

Review available soils reports to determine the geotechnical conditions of sites in the area.

2. Specific to Fault Rupture Hazard:

a. If any Quaternary age surface rupture is mapped or otherwise interpreted to be present on the site, the feature shall be further investigated as described below in Section III E.

E. SUBSURFACE INVESTIGATION

A subsurface investigation shall consist of trenching and other excavating, with appropriate logging and documentation to permit detailed and direct observation of exposed geologic units and features.

1. Non-Specific:

a. This includes trenching across potentially active faults and suspicious zones to determine the following: location and recency of movement, width of disturbance, physical condition of fault zone materials, type of displacement, geometry of fault features, slip rate, and recurrence interval.

b. Borings or test pits to collect data to evaluate depth and type of materials present, groundwater depth, and to verify fault-plane geometry. Data points should be sufficient in number and adequately spaced to permit correlations and interpretations.

c. Geophysical surveys conducted to facilitate the evaluation of the types of site materials and their physical properties, ground water conditions, and fault displacements.

2. Specific to Differential Subsidence and Fissure Hazard:

a. Detailed trench logging at the site should focus on determining the location and possible causes of fissuring. Compare trenches across fissures in areas on the site and in areas where fissures are not observed at the surface. Additional objectives should be determining the width of the fissure zones and the general geometry and depth of fissures. Analysis of trenches should help determine feasible means of site remediation.

F. SPECIAL INVESTIGATIVE METHODS

1. Special investigative methods may be used when conditions or critical structures demand a more intensive investigation.

a. Aerial reconnaissance overflights, including special photography.

b. Geodetic and strain measurements, micro-seismicity monitoring, or other monitoring techniques.

c. Radiometric age analysis (C14, K-Ar), stratigraphic correlation (fossils, mineralogy), soil profile development, paleomagnetism, or other age-dating techniques to identify age of faulted or unfaulted units or surfaces.

IV. SUGGESTED OUTLINE FOR POTENTIAL SURFACE RUPTURE SECTION OF GEOTECHNICAL INVESTIGATION REPORTS

The following subjects should be addressed, or at least considered, in any geologic report on faults. Some of the investigative methods described herein should be carried out beyond the site being investigated. It is not expected that all of the methods identified would be used in a single investigation.

A. TEXT

1. Purpose and scope of investigation.

2. Geologic setting.

3. Site description and conditions, including information on geologic units, aquifer conditions, graded and filled areas, vegetation, existing structures, and other factors that may affect the choice of investigative methods and the interpretation of data.

4. Methods of investigation utilized.

5. Conclusions.

a. Location (or absence) of all surface ruptures on or adjacent to the site.

b. Type of faults and nature of anticipated offset: Direction of relative displacement, and maximum possible displacement.

c. Statement of relative risk addressing the probability or relative potential for future surface displacement. This may be stated in semi-quantitative terms such as low, moderate, or high, or in terms of slip rates determined for specific fault segments.

d. Degree of confidence in, and limitations of, the data and conclusions.

6. Recommendations

a. Set-back distances from faults and fissures. State, Federal or local guidelines may dictate minimum standards otherwise; the

minimum set-back distance for occupied structures from Holocene active faults shall be fifty (50) feet. Furthermore, no critical facility shall be placed directly over the trace of a Late Quaternary active fault. When necessary, set-back distances from fissures and Late Quaternary and Quaternary active faults will be recommended by the competent professional.

b. Provide mitigative measures for appropriate structures that cannot avoid crossing faults and fissures. Examples include, but are not limited to, critical pipelines, aqueducts, flood channels, railroads, and roadways.

c. Need for additional studies or inspection during construction.

B. REFERENCES

1. Literature and records cited or reviewed; citations should be complete.

2. Aerial photographs or images interpreted including type, date, scale, source, and index numbers.

3. Other sources of information, including well records, personal communications, and other data sources.

C. ILLUSTRATIONS

Illustrations are essential to the understanding of the report and to reduce the length of text.

1. Location map - identify site locality, significant faults, geographic features, regional geology, seismic epicenters, and other pertinent data. A 1:24,000 scale is recommended.

2. Site development map. Show site boundaries, existing and proposed structures, graded areas, streets, exploratory trenches, borings, geophysical traverses, and other data. Recommended scale is 1 inch equals 200 feet (1:2,400) or larger.

3. Geologic map. Shows distribution of geologic units (if more than one), faults and other structures, geomorphic features, aerial photo lineaments, and springs, on topographic map at 1:24,000 scale or larger. Can be combined with C(1) or C(2).

4. Geologic cross-sections.

5. Logs of exploratory trenches and borings. Show details of observed features and conditions; should not be generalized or diagrammatic. Trench logs should show topography and geologic structure at the same horizontal and vertical scale.

6. Geophysical data and geologic interpretations.

7. Photographs of scarps, surface ruptures, trenches, samples, or other features that enhance understanding of the site conditions.

D. APPENDIX

Supporting data not included above (e.g., water well data).

E. AUTHENTICATION

Signature of competent professional who conducted the investigation.

V. DEFINITIONS

Active Fault: Active faults for the Basin and Range physiographic province are categorized as follows:

1. Holocene Active Fault - a fault that has moved within the last 10,000 years.

1. Late Quaternary Active Fault - a fault that has moved within the last 130,000 years.
2. Quaternary Active Fault - a fault that has moved within the last 1,600,000 years.

Competent Professional: A geological professional with an academic degree who is qualified to analyze geological data relevant to these guidelines, to make hazard recommendations, and to prepare a written geologic report on fault and/or fissure investigations for engineering purposes. The competent professional will have a minimum of three years demonstrated experience in conducting geologic site investigations, including fault or fissure hazard evaluations, for engineering purposes. The competent professional will satisfy the definition of Professional Geologist under Nevada State law (NRS 514.005).

Critical Facility: A building or structure that is considered critical to the function of the community or the project under consideration. Examples include, but are not limited to, hospitals, fire stations, emergency management operations centers, and schools.

Differential Land Subsidence: Subsidence across pre-existing faults.

Earth Fissure: Ground cracks or voids found in the near surface of the earth. Earth fissures in Nevada are believed to have formed in response to tensional or horizontal stresses from regional land subsidence or to ground shaking from earthquakes resulting in ground deformation or both.

Fault: A fracture or a zone of fracturing along which there has been displacement of the sides relative to one another parallel to the fracture.

Fault Line (Trace): The line or trace of a fault plane on the ground surface or on a reference plane formed by the intersection of a fault and the earth's surface.

Fault Scarp: A steep slope or cliff formed directly by movement along the fault and representing the exposed surface of a fault before modification by erosion and weathering.

Fault Zone: A fault expressed as a zone of numerous small fractures or angular rock fragments or fault gouge (finely ground rocks). A fault zone may be up to hundreds of meters wide.

Inactive Fault: A fault without recognized activity within Quaternary time (within the past 1,600,000 years).

Land Subsidence: The gradual downward settling or sinking of the earth's surface.

Lineament: Linear or curvilinear geomorphic feature interpreted to be of tectonic origin which does not clearly exhibit fault scarp characteristics and cannot be differentiated by age.

Occupied Structures: A structure for human occupancy is a building, as defined by the Uniform Building Code, which is expected to have a human occupancy rate of more than 2,000 man hours per year.

Set-Backs: Minimum distance a structure for human occupancy must be from a surface rupture.

Subsidence-Induced Movement: Renewed movement of a fault induced by historical land subsidence. Subsidence induced movement may occur on a fault regardless of earthquake activity on the fault.

Surface Rupture: A fracture or break in the ground surface resulting from faulting, fissuring, or land subsidence.

VI. RELEVANT REFERENCES

To limit the length of this document, references relevant to these guidelines were not included. However, pertinent references associated with these guidelines are available online at the Nevada Bureau of Mines and Geology web site (www.nbmg.unr.edu).

(As taken from NESC Website 5/9/2012)

CITY OF LAS VEGAS AMENDMENTS TO THE SOUTHERN NEVADA AMENDMENTS TO THE 2012 INTERNATIONAL BUILDING CODE

(CHAPTER 34--SPRINKLERS AND ALARMS IN EXISTING BUILDINGS)

REPLACE THE TEXT OF SECTION 3401.7 OF THE SOUTHERN NEVADA AMENDMENTS TO READ AS FOLLOWS:

3401.7 Automatic Sprinklers in Existing Buildings. Automatic sprinkler systems in accordance with Section 903 and designed per the Fire Code shall be provided in non-sprinklered *existing structures* at the locations described in Sections 3401.7.1 through 3401.7.3.

Where these provisions result in partially sprinklered buildings, durable weatherproof signage shall be provided at the Fire Department Connection(s) clearly indicating that the building is partially protected with fire sprinklers and clearly identifying the portion(s) of the building covered by the fire sprinkler systems.

The underground fire service and fire sprinkler lead-in to the first portion of an existing non-sprinklered building shall be sized to a minimum Ordinary Hazard Group II sprinkler design for future expansion of the fire sprinkler system to cover all other portions of the building.

3401.7.1 Additions. Additions to any building shall comply with this Section and Section 3403.

3401.7.1.1 Sprinklered Addition. In existing non-sprinklered buildings where sprinklers are provided for a building addition, whether required or not, the entire building shall be sprinklered.

Exceptions:

1. Other than occupancies of Group E Daycare, Group H, Group I, or Group R, sprinklers are not required to be provided beyond the entire tenant area being modified when in compliance with the following requirements:
   - 1.1 The tenant space is separated from the remainder of the building by a 2-hour fire barrier, without openings and with protected through penetrations, constructed in accordance with Section 707; and
   - 1.2 The property owner has signed an agreement approved by the fire code official to sprinkler the remainder of the building within 18 months from the time of building permit issuance.
2. When approved by the *building official*, special hazard areas that are required to be sprinklered for specific uses, such as medical gas rooms, do not require the remainder of the building to be sprinklered.

3401.7.1.2 Non-sprinklered Addition. In existing non-sprinklered buildings where sprinklers are not otherwise required or provided in the building addition, the remainder of the building is not required to be provided with sprinklers where any of the following conditions are met:

1. The building has a total area of less than 5,000 sq. ft. (464 m^2) and the addition does not cause the existing building to trigger fire sprinkler protection due to occupancy-specific requirements contained in Section 903.
2. Other than occupancies of Group E Daycare, Group H, Group I, or Group R, sprinklers are not required to be provided beyond the entire tenant area being modified when in compliance with the following requirements:
    2.1 The tenant space is separated from the remainder of the building by a 2-hour fire barrier, without openings and with protected through penetrations, constructed in accordance with Section 707; and
    2.2 The property owner has signed an agreement approved by the fire code official to sprinkler the remainder of the building within 18 months from the time of building permit issuance.

3401.7.2 Alterations. Alterations within existing buildings shall comply with this Section and Section 3404.

3401.7.2.1 Sprinklered Alterations. In existing non-sprinklered buildings where sprinklers are provided for an alteration, whether required or not, the entire building shall be sprinklered.

Exceptions:
1. Other than occupancies of Group E Daycare, Group H, Group I, or Group R, sprinklers are not required to be provided beyond the entire tenant area being modified when in compliance with the following requirements:
    1.1 The tenant space is separated from the remainder of the building by a 2-hour fire barrier, without openings and with protected through penetrations, constructed in accordance with Section 707; and
    1.2 The property owner has signed an agreement approved by the fire code official to sprinkler the remainder of the building within 18 months from the time of building permit issuance.
2. When approved by the *building official*, special hazard areas that are required to be sprinklered for specific uses, such as medical gas rooms, do not require the remainder of the building to be sprinklered.

3401.7.2.2 Non-sprinklered Alterations. In existing non-sprinklered buildings where sprinklers are not otherwise required or provided in the alteration, the remainder of the building is not required to be provided with sprinklers due to the alteration.

3401.7.3 Change of Occupancy. A change of occupancy within an existing building shall comply with this Section and Section 3408.

3401.7.3.1 Sprinklered Change of Occupancy. In existing non-sprinklered buildings where sprinklers are provided for an area containing a change of occupancy, whether required or not, the entire building shall be sprinklered.

Exceptions:

1. Other than occupancies of Group E Daycare, Group H, Group I, or Group R, sprinklers are not required to be provided beyond the entire tenant area being modified when in compliance with the following requirements:

1.1 The tenant space is separated from the remainder of the building by a 2-hour fire barrier, without openings and with protected through penetrations, constructed in accordance with Section 707; and

1.2 The property owner has signed an agreement approved by the fire code official to sprinkler the remainder of the building within 18 months from the time of building permit issuance.

2. When approved by the *building official*, special hazard areas that are required to be sprinklered for specific uses, such as medical gas rooms, do not require the remainder of the building to be sprinklered.

3401.7.3.2 Non-sprinklered Change of Occupancy. In existing non-sprinklered buildings where sprinklers are not otherwise required or provided in the change of occupancy, the remainder of the building is not required to be provided with sprinklers where any of the following conditions are met:

1. The building has a total area of less than 5,000 sq. ft. (464 m^2) and the change of occupancy does not cause the existing building to trigger fire sprinkler protection due to occupancy-specific requirements contained in Section 903.

2. Other than occupancies of Group E Daycare, Group H, Group I, or Group R, sprinklers are not required to be provided beyond the entire tenant area being modified when in compliance with the following requirements:

2.1 The tenant space is separated from the remainder of the building by a 2-hour fire barrier, without openings and with protected through penetrations, constructed in accordance with Section 707; and

2.2 The property owner has signed an agreement approved by the fire code official to sprinkler the remainder of the building within 18 months from the time of building permit issuance.

3. When approved by the building official, a change in occupancy to an equal or lesser hazard shall not require the installation of sprinklers for any part of the building. To make such a determination, the building official may consider physical changes to reduce the occupant load, relative fire hazard and other relevant data.

REPLACE THE TEXT OF SECTION 3401.8 OF THE SOUTHERN NEVADA AMENDMENTS TO READ AS FOLLOWS:

3401.8 Fire Alarm Systems in Existing Buildings. Fire alarm systems, installed in accordance with Section 907 and the Fire Code, shall be provided in *existing structures* at the locations described in Sections 3401.8.1 through 3401.8.3.

3401.8.1 Additions. Additions to any building shall comply with this Section and Section 3403. In existing buildings where fire alarms are provided for the addition, whether required or not, coverage shall be extended to include the entire building.

Exceptions:

1. Other than occupancies of Group E Daycare, Group H, Group I, or Group R, fire alarm system coverage is not required to be provided beyond the entire tenant area being modified when in compliance with the following requirements:

1.1 The tenant space is separated from the remainder of the building by a 2-hour *fire barrier*, without openings and with protected through penetrations, constructed in accordance with Section 707; and

1.2 The property owner has signed an agreement approved by the fire code official to sprinkler the remainder of the building within 18 months from the time of building permit issuance.

2. In all occupancies, the addition of a *Fire Wall* in accordance with Section 706, with openings protected with automatic-closing devices, may be used to create a new fire area that separates the addition from the remainder of the building. The *Fire Wall* may either:

a. Limit required fire alarm system coverage to include only the new fire area containing the addition; or

b. Limit required fire alarm system coverage to include the new addition and other existing spaces adjacent to the addition that remain in the same fire area; or

c. Eliminate the requirement to install a fire alarm system in accordance with the provisions of Section 907.2.

3401.8.2 Alterations. Existing buildings that undergo an alteration shall comply with this Section and Section 3404.

Exception: Alterations consisting solely of the removal and replacement or the covering of existing materials, elements, equipment, or fixtures using new materials, elements, equipment, or fixtures that serve the same purpose.

In existing buildings where fire alarms are provided for an alteration, whether required or not, coverage shall be extended to include the entire building.

Exceptions:

1. Other than occupancies of Group E Daycare, Group H, Group I, or Group R, fire alarm system coverage is not required to be provided beyond the entire tenant area being modified when in compliance with the following requirements:

1.1 The tenant space is separated from the remainder of the building by a 2-hour *fire barrier*, without openings and with protected through penetrations, constructed in accordance with Section 707; and

1.2 The property owner has signed an agreement approved by the fire code official to sprinkler the remainder of the building within 18 months from the time of building permit issuance.

2. In all occupancies, the addition of a *Fire Wall* in accordance with Section 706, with openings protected with automatic-closing devices, may be used to create a unique fire area to separate the alteration from the remainder of the building. The *Fire Wall* may either:

a. Limit required fire alarm system coverage area to include only the fire area containing the alteration; or

b. Eliminate the requirement to install a fire alarm system in accordance with the provisions of Section 907.2.

3401.8.3 Change of Occupancy. Existing buildings that undergo a change of occupancy shall comply with this Section and Section 3408.

Exception:
When approved by the building official, a change in occupancy to an equal or lesser hazard shall not require the installation of a fire alarm system for any part of the building. To make such a determination, the building official may consider physical changes to reduce the occupant load, relative fire hazard and other relevant data.

In existing buildings where fire alarms are provided for a change of occupancy, whether required or not, coverage shall be extended to include the entire building.

Exceptions:
1. Other than occupancies of Group E Daycare, Group H, Group I, or Group R, fire alarm system coverage is not required to be provided beyond the entire tenant area being modified when in compliance with the following requirements:
   1.1 The tenant space is separated from the remainder of the building by a 2-hour *fire barrier*, without openings and with protected through penetrations, constructed in accordance with Section 707; and
   1.2 The property owner has signed an agreement approved by the fire code official to sprinkler the remainder of the building within 18 months from the time of building permit issuance.
2. In all occupancies, the addition of a Fire Wall in accordance with Section 706, with openings protected with automatic-closing devices, may be used to create a unique fire area to separate the portion of the building containing the change of use from the remainder of the building. The Fire Wall may either:
   a. Limit required fire alarm system coverage area to include only the fire area containing the change of use; or
   b. Eliminate the requirement to install a fire alarm system in accordance with the provisions of Section 907.2.

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2014-61 - For Possible Action - Adopts the 2012 Edition of the International Residential Code, together with amendments thereto. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopt the 2012 Edition of the International Residential Code, together with amendments thereto. The amendments primarily represent adaptations agreed upon by local area jurisdictions. Also included within the bill are City-specific provisions pertaining to fire protection and sprinklering of certain occupancies that are carried over from the 2009 Code as adopted by the City.

RECOMMENDATION:
Bill being heard at the Recommending Committee meeting of September 15, 2014 and will be eligible for adoption on this September 17, 2014 City Council meeting.

First Reading – 9/3/2014; First Publication – 9/5/2014

BACKUP DOCUMENTATION:
1. Bill No. 2014-61
2. Southern Nevada Amendments to the 2012 International Residential Code

BILL NO. 2014-61

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE 2012 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE, TOGETHER WITH AMENDMENTS THERETO, AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts the 2012 Edition of the International Residential Code, together with amendments thereto.

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

SECTION 1: Title 16, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16.04.010: A building code is established and adopted for the City. The building code adopted by this Section, to be known as the City's Building Code, shall consist of the following documents, which are adopted by this reference and copies of which shall be maintained on file in the Office of the City Clerk:

(A) The publication entitled "International Building Code, 2009 Edition," as modified herein, including all Appendices, except as otherwise specified. This publication, as modified, is designated as Part 1 of this Chapter.

(B) The document entitled "Southern Nevada Amendments to the 2009 International Building Code, which amends, by adding to and deleting from, certain sections of the International Building Code, 2009 Edition. This document is adopted as Part 2 of this Chapter.

(C) The publication entitled the [~~"International Residential Code for One- and Two-Family Dwellings, 2009 Edition" (also known as the "International Residential Code, 2009 Edition"),~~] "International Residential Code for One- and Two-Family Dwellings, 2012 Edition" (also known as the "International Residential Code, 2012 Edition") as modified herein, including all chapters and Appendices, except as otherwise specified. This publication, as modified, is designated as Part 3 of this Chapter.

(D) The document entitled [~~"Southern Nevada Amendments to the 2009 International Residential Code,"~~] "Southern Nevada Amendments to the 2012 International Residential Code," which

amends, by adding to and deleting from, certain sections of the International Residential Code, [2009] 2012 Edition. This document is adopted as Part 4 of this Chapter.

SECTION 2: The document entitled "Southern Nevada Amendments to the 2012 International Residential Code" referred to in Section 1 of this Ordinance, which is attached hereto, is hereby modified as set forth in Sections 3 to 7, inclusive, of this Ordinance.

SECTION 3: The International Residential Code, 2012 Edition, is modified by amending Section R302.2 as follows:

Section R302.2 Townhouses

Revise the exception to read as follows:

Exception: A common 2-hour* fire-resistance-rated wall assembly tested in accordance with ASTM E 119 or UL 263 is permitted for townhouses if such walls do not contain plumbing or mechanical equipment, ducts or vents in the cavity of the common wall. The wall shall be rated for fire exposure from both sides and shall extend to and be tight against exterior walls and the underside of the roof sheathing. Electrical installations shall be installed in accordance with Chapters 34 through 43. Penetrations of electrical outlet boxes shall be in accordance with Section R302.4.

*A 1-hour fire-resistance-rated wall assembly is permitted in townhouses in which automatic residential fire sprinkler systems have been installed in accordance with Section R313.1.

SECTION 4: The document entitled "Southern Nevada Amendments to the 2012 International Residential Code" is modified by amending the entry for Section R313.1 to read as follows:

Section R313.1 Townhouse automatic fire sprinkler systems.

Revise Subsection R313.1.1, as follows:

R313.1 Townhouse automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in *townhouses*.

Exception: An automatic residential fire sprinkler system shall not be required when

additions or *alterations* are made to existing *townhouses* that do not have an automatic residential fire sprinkler system installed.

R313.1.1 Design and installation. Automatic residential fire sprinkler systems for *townhouses* shall be designed and installed in accordance with Section P2904 or NFPA 13D.

SECTION 5: The document entitled "Southern Nevada Amendments to the 2012 International Residential Code" is modified by amending the entry for Section R313.2 to read as follows:

Section R313.2 One- and two-family dwellings automatic fire systems.

Revise Section R313.2, as follows:

R313.2 One- and two-family dwellings automatic fire systems. Effective upon the commencement date described in this section, an automatic residential fire sprinkler system shall be installed in one- and two-family *dwellings*. The commencement date shall be the July 1st that follows the first calendar year, if any, during which the combined number of building permits issued by the Southern Nevada jurisdictions for single family *dwellings* reaches or exceeds 10,000. For purposes of the preceding sentence, the Southern Nevada jurisdictions means Clark County and the cities of Las Vegas, North Las Vegas and Henderson.

Exception: An automatic residential fire sprinkler system shall not be required for *additions* or *alterations* to existing buildings that are not already provided with an automatic residential sprinkler system.

SECTION 6: The document entitled "Southern Nevada Amendments to the 2012 International Residential Code" is modified by deleting the entry for Section R313.2.1, thus restoring the text of that Section as it appears in the International Residential Code, 2009 Edition.

SECTION 7: The document entitled "Southern Nevada Amendments to the 2012 International Residential Code" is modified by amending the entry for Chapters 11 through 43 to read as follows:

Delete Chapters 11 through 43 in their entirety, except for Section P2904 of Chapter 29, which is

retained for purposes of Sections R313.1.1 and R313.2.1.

SECTION 8: Nothing in Section 5 of this Ordinance shall be deemed or interpreted to limit the City Council's authority or ability to adopt in place of Section 5 a different or superseding provision.

SECTION 9: Ordinance No. 6176, the "International Residential Code, 2009 Edition," and the "Southern Nevada Amendments to the 2009 International Residential Code" are hereby repealed in their entirety.

SECTION 10: 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 11: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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SECTION 12: 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 _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 8-19-14
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2014, 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

SOUTHERN NEVADA AMENDMENTS

TO THE

2012 INTERNATIONAL RESIDENTIAL CODE

PREFACE

This document was developed by the Southern Nevada Building Officials' International Residential Code Committee and presents recommended amendments to the 2012 *International Residential Code* (IRC) as published by the International Code Council (ICC).

Participation in the 2012 International Residential Code Committee was open to all interested parties. However, voting on amendment proposals was limited to one vote each for the seven Southern Nevada municipalities (Clark County, Henderson, Las Vegas, North Las Vegas, Boulder City, Pahrump, and Mesquite), the Clark County School District, and three industry representatives. All International Residential Code Committee proceedings were conducted in accordance with Robert's Rules of Order.

The recommended amendments contained herein are not code unless adopted and codified by governmental jurisdictions. These amendments are not intended to prevent the use of any material or method of construction not specifically prescribed herein, provided any alternates have been approved and their use authorized by the Building Official. This document may be copied and used in whole or in part without permission or approval from the organizations listed on the cover page.

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Section R101 General

Delete Chapter 1 in its entirety except Section R101. Revise Sections R101.1 and R101.2, as follows:

R101.1 Title. These provisions shall be known as the *Residential Code for One- and Two-family Dwellings* and shall be cited as such and will be referred to herein as "this code".

R101.2 Scope.
The provisions of the *International Residential Code for One- and Two-family Dwellings*, shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings and townhouses not more than three stories above *grade plane* in height with a separate means of egress and their *accessory structures*. Where this code refers to codes not adopted by the jurisdiction, the applicable code adopted by the jurisdiction shall govern.

Exceptions:

1. Live/work units complying with the requirements of Section 419 of the *International Building Code* shall be permitted to be built as one- and two-family dwellings or townhouses. Fire suppression required by Section 419.5 of the *International Building Code* when constructed under the *International Residential Code for One- and two-family Dwellings* shall conform to Section P2904.
2. Owner-occupied lodging houses with five or fewer guestrooms shall be permitted to be constructed in accordance with the *International Residential Code for One- and two-family Dwellings* when equipped with a fire sprinkler system in accordance with Section P2094.

R101.3 Intent. The purpose of this code is to establish minimum requirements to safeguard the public safety, health and general welfare through affordability, structural strength, means of egress facilities, stability, sanitation, light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

Section R202 Definitions

Revise the definitions of Building Thermal Envelope and Townhouse, as follows:

BUILDING THERMAL ENVELOPE. The building's, exterior walls, floor(s), ceilings, roof(s) and any other building elements that define a thermal barrier (heat gain/loss) between the interior and exterior environments. The building thermal envelope includes the air barrier being in direct contact with insulation and is enclosed by, but is not limited to, the following combination of elements: thermal insulation, air barrier, framing/structural members, glazing, doors and other components between the conditioned interior and unconditioned exterior environments.

TOWNHOUSE. A single-family dwelling unit constructed in a group of three or more attached units in which each unit extends from foundation to roof and with a yard or public way on at least two sides, and as recorded on a final map or major subdivision map.

Table R301.2(1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

Revise Table R301.2 (1), as follows:

TABLE R301.2(1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD	WIND DESIGN		SEISMIC DESIGN CATEGORY[f]	SUBJECT TO DAMAGE FROM			DESIGN DRY BULB TEMP[e]	ICE BARRIER UNDERLAYMENT REQUIRED[h]	FLOOD HAZARDS[g]	AIR FREEZING INDEX[i]	MEAN ANNUAL TEMP[j]
	SPEED[d] (MPH)	TOPOGRAPHIC EFFECTS[k]		WEATHERING[a]	FROST LINE DEPTH[b]	TERMITE[c]					
0<2000'	90	No	D_0	Negligible	1'<5000'	Moderate To Heavy	Winter 27°F	No	*	1500	66.3°F
5<3600'	90	No	D_0	Negligible	1'<5000'			No	*	1500	66.3°F
10<4500'	90	No	D_0	Negligible	1'<5000'		Summer 112°F	No	*	1500	66.3°F

Spring Mountain Range

GROUND SNOW LOAD	WIND DESIGN		SEISMIC DESIGN CATEGORY[f]	SUBJECT TO DAMAGE FROM			DESIGNODRY BULB TEMP[e]	ICE BARRIER UNDERLAYMENT REQUIRED[h]	FLOOD HAZARDS[g]	AIR FREEZING INDEX[i]	MEAN ANNUAL TEMP[j]
	SPEED[d] (MPH)	TOPOGRAPHIC EFFECTS[k]		WEATHERING[a]	FROST LINE DEPTH[b]	TERMITE[c]					
10<4500'	90	No	D_0	Severe	1'<5000'		Winter 5°F	YES	*	2000	48.1°F
15<6000'	90	No	D_0	Severe	3'>5000'	Moderate To Heavy	Summer 92°F	YES	*	2000	48.1°F
IBC for Elevations >6000'	IBC	IBC	IBC	IBC	IBC			IBC	*	IBC	IBC

For SI: 1 pound per square foot = 0.0479 kN/m^2, 1 mile per hour = 0.447 m/s.

a. Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index (i.e., "negligible," "moderate" or "severe") for concrete as determined from theWeathering Probability Map [Figure R301.2(3)]. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.

b. The frost line depth may require deeper footings than indicated in Figure R403.1(1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.

c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.

d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [FigureR301.2(4)].Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.

e. The outdoor design dry-bulb temperature shall be selected from the columns of 97½-percent values for winter from Appendix D of the *International Plumbing Code*. Deviations from the Appendix D temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official.

f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.

* g. September 27, 2002. "The Flood Insurance Study for Clark County, Nevada and Incorporated Areas", as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto.

h. In accordance with Sections R905.2.7.1, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."

i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99%) value on the National Climatic Data Center data table "Air Freezing Index- USA Method (Base 32°)" at www.ncdc.noaa.gov/fpsf.html.

j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)" at www.ncdc.noaa.gov/fpsf.html.

k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

Table R301.5 Minimum Uniformly Distributed Live Loads

Revise Table R301.5 by changing the live load figure for sleeping rooms and by adding footnote "i", as follows:

Table R301.5
MINUMUM UNIFORMLY DISTRIBUTED LIVE LOADS
(in pounds per square foot)

USE	LIVE LOAD
Uninhabitable attics without storage[b]	10
Uninhabitable attics with limited storage[b,g]	20
Habitable attics and attics served with fixed stairs	40
Balconies (exterior) and decks[e]	40
Fire escapes	40
Guardrails and handrails[d]	200[h]
Guardrail in-fill components[f]	50[h]
Passenger vehicle garages[a]	50[a]
Rooms other than sleeping room	40
Sleeping rooms	40[i]
Stairs	40[c]

i. Where it can be determined in designing the floor that the actual live load will be greater than the value shown in Table R301.5, the actual live load shall be used in the design of such buildings or portions thereof. Special provisions shall be made for machine and apparatus loads.

Section R301.6 Roof Load.

Revise Section R301.6, as follows:

R301.6 Roof load. The roof shall be designed for the live load indicated in Table R301.6 or the snow load indicated in Table R301.2(1), whichever is greater. Roof live loads in accordance with Section 1607.12 of the 2012 International Building Code may be used in place of the loads in Table R301.6.

Section R302.1 Exterior Walls.

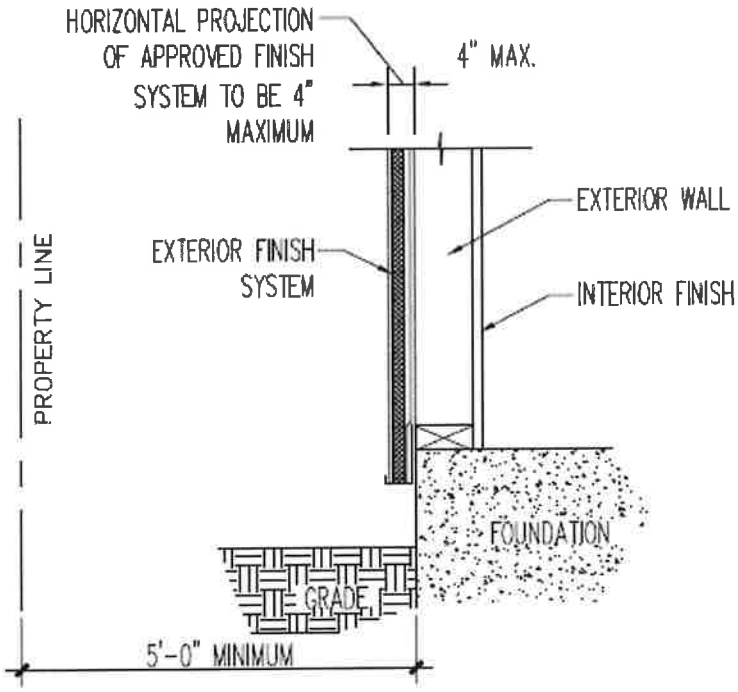
Revise Section R302.1, as follows:

R302.1 Exterior Walls. Construction, projections, openings and penetrations of *exterior walls* of dwellings and accessory buildings shall comply with Table R302.1 (1); or *dwellings* equipped throughout with an *automatic sprinkler system* installed in accordance with Section P2904 or IFC shall comply with Table R302.1(2). To determine when protection is required by Table R302.1(1), the minimum fire separation distance shall be determined from property line to the finish face of the wall except where the foundation distance from property line is 5 feet or greater, the foundation distance will be used for that wall only in accordance with Figure R302.1.

Foam plastics as specified in Section R316.3 may be used as an interior component of exterior walls or projection.

Exceptions:

1. Walls, projections, openings or penetrations in walls perpendicular to the line used to determine the *fire separation distance*.
2. Walls between *dwellings* and *accessory structures* located on the same *lot*. Garages shall comply with Section R302.6.
3. Detached tool sheds and storage sheds, playhouses and similar structures exempted from permits are not required to provide wall protection based on location on the *lot*. Projections beyond the *exterior wall* shall not extend over the *lot line*.
4. Detached garages accessory to a *dwelling* located within 2 feet (610 mm) of a *lot line* are permitted to have roof eave projections not exceeding 4 inches (102 mm).
5. Foundation vents installed in compliance with this code are permitted.
6. Exterior decorative trim shall not project more than 4 inches (102 mm) into the minimum fire separation distance and shall not exceed ten percent (10%) of the aggregate wall area on which it is located.
7. When there are no eave, attic or gable-end vent openings, the unprotected eave is limited to a maximum of 12 inches (305 mm) beyond the wall construction into the minimum fire separation distance. The unprotected eave projection is further limited to a maximum depth of 24 inches (610 mm) from the roof sheathing to the bottom of the projection.



NOTE: INTERIOR AND EXTERIOR WALL FINISH SHALL CONTINUE TO FULL HEIGHT OF WALL.

FIGURE R302.1
MINIMUM FIRE SEPARATION DISTANCE DETAIL

Section R311.7.3 Vertical Rise.

Revise Section R311.7.3, as follows:

R311.7.3 Vertical rise. A flight of stairs shall not have a vertical rise larger than 12 feet 6 inches (3810mm) between floor levels or landings.

Section R313.1.1 Design and Installation.

Revise Section 313.1.1, as follows:

R313.1.1 Design and installation. Automatic residential fire sprinkler systems for *townhouses* shall be designed and installed in accordance with Section P2904 or the International Fire Code.

Section R313.2.1 Design and Installation.

Revise Section 313.2.1, as follows:

R313.2.1 Design and installation. Automatic residential fire sprinkler systems shall be designed and installed in accordance with Section P2904 or the International Fire Code.

Section R314 Smoke alarms and carbon monoxide detectors.

Revise Section R314, as follows:

R314.1 Smoke detection and notification. All smoke alarms shall be listed in accordance with UL 217 and installed in accordance with the provisions of this code and the household fire warning equipment provisions of NFPA 72.

R314.1.1 Smoke detection systems. Household fire alarm systems installed in accordance with NFPA 72 that include smoke alarms, or a combination of smoke detector and audible notification device installed as required by this section for smoke alarms shall be permitted. The household fire alarm system shall provide the same level of smoke detection and alarm as required by this section for smoke alarms. Where a household fire warning system is installed using a combination of smoke detector and audible notification device(s), it shall become a permanent fixture of the occupancy and owned by the homeowner. The system shall be monitored by an approved supervising station and be maintained in accordance with NFPA 72.

> **Exception:** Where smoke alarms are provided meeting the requirements of Section R314.4

R314.2 Carbon Monoxide Alarms. Carbon monoxide alarms shall be listed as complying with UL2075 and shall be installed in accordance with this code and the manufacturer's installation instructions. Carbon Monoxide detection systems shall be installed and maintained in accordance with NFPA 720.
A combination of smoke and carbon monoxide alarm shall be permitted.

> **Exception:** Where carbon monoxide alarms are provided meeting the requirements of Section R314.4

R314.3.1 Location. Smoke alarms shall be installed in the following locations:

1. In each sleeping room.
2. Outside each separate sleeping area in the immediate vicinity of the bedrooms.
3. On each additional story of the dwelling, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

R314.3.2 Carbon monoxide alarms. Carbon Monoxide alarms outside of sleeping area in the immediate vicinity of the bedrooms in dwellings units within which fuel-fired appliances are installed and in dwelling units that have attached garages.

R314.4.1 Alterations, repairs and additions. When alterations, repairs or additions requiring a permit occur, or when one or more sleeping rooms are added or created in existing dwellings,

the individual dwelling unit shall be equipped with smoke and carbon monoxide alarms located as required for new dwellings.

Exceptions:

1. Work involving the exterior surfaces of dwellings, such as the replacement of roofing or siding, or the addition or replacement of windows or doors, or the addition of a porch or deck, are exempt from the requirements of this section.
2. Installation, alteration or repairs of existing electrical, plumbing or mechanical systems are exempt from the requirements of this section.

R314.5 Power source. Smoke and carbon monoxide alarms shall receive their primary power from the building wiring when such wiring is served from a commercial source, and when primary power is interrupted, shall receive power from a battery. Wiring shall be permanent and without a disconnecting switch other than those required for overcurrent protection. Smoke and carbon monoxide alarms shall be interconnected.

Exceptions:

1. Smoke and carbon monoxide alarms shall be permitted to be battery operated when installed in buildings without commercial power.

2. Interconnection and hard-wiring of smoke and carbon monoxide alarms in existing areas shall not be required where the alteration, addition or remodel does not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for hard wiring and interconnection without the removal of interior finishes.

R314.6 Interconnection. Where more than one smoke or carbon monoxide alarm is required to be installed within an individual dwelling unit in accordance with Section R314.3, the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke or carbon monoxide alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm.

Exception: Interconnection of smoke and carbon monoxide alarms in existing areas shall not be required where alterations or repairs do not result in removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which provide access for interconnection without the removal in interior finishes.

Section R315 Carbon Monoxide Alarms

Delete Section R315 in its entirety.

Section R401.3 Drainage.

Delete Section R401.3 in its entirety and replace, as follows:

R401.3 Drainage. The ground immediately adjacent to the foundation shall be sloped away from the building at a slope of not less than one unit vertical in 20 units horizontal (5-percent slope) for a minimum distance of 10 feet (3048 mm) measured perpendicular to the face of the wall. If physical obstructions or lot lines prohibit 10 feet (3048mm) of horizontal distance, a 5-

percent slope shall be provided to an approved alternative method of diverting water away from the foundation. Swales used for this purpose shall be sloped a minimum of 1 percent along the flow line where located within 10 feet (3048mm) of the building foundation. Impervious surfaces within 10 feet (3048mm) of the building foundation shall be sloped a minimum of 2 percent away from the building.

> **Exception:** Where low expansive, low collapsible, low soluble soil conditions occur or where an exterior asphalt or concrete surface abuts a building, the slope of the ground away from the building foundation is permitted to be reduced to not less than one unit vertical in 48 units (2-percent slope).

The procedure used to establish the final ground level adjacent to the foundation shall account for additional settlement of the backfill.

Section R401.4 Soil Tests.

Delete Sections R401.4, R401.4.1, R401.4.2, and Table R401.4.1 in their entirety and replace with a new Section R401.4, as follows:

R401.4 Soil tests. All structures or additions shall have a geotechnical reports complying with the 2012 IBC Chapter 18.

> **Exception**: Projects listed in the 2012 IBC Section 1803.2. All projects shall comply with 2012 IBC Section 1803.1.

Section R401.5 Grading Plan.

Add a new section R401.5, as follows:

R401.5 Grading Plan. All projects that require grading shall have a grading plan prepared, stamped, and signed by a registered design professional in accordance with 2012 IBC chapter 18 and appendix J.

Section R406.2 Concrete and Masonry Foundation Waterproofing.

Revise Section R406.2, as follows:

R406.2 Concrete and masonry foundation waterproofing. When the approved geotechnical report indicates there is a high water table or other severe soil-water conditions are known to exist, exterior foundation walls that retain earth and enclose interior spaces and floors below grade shall be waterproofed from the top of the footing to the finished grade. Walls shall be waterproofed in accordance with one of the following:

1. Two-ply hot mopped felts.
2. Fifty five pound (25 kg) roll roofing.
3. 10-mil (0.254 mm) polyvinyl chloride.
4. 10-mil (0.254 mm) polyethylene.

5. Forty-mil (1 mm) polymer-modified asphalt.
6. Sixty-mil (1.5 mm) flexible polymer cement.
7. One-eighth inch (3 mm) cement-based, fiber-reinforced, waterproof coating.
8. Sixty-mil (1.5 mm) solvent free liquid-applied synthetic rubber.

Exception: Organic-solvent-based products such as hydrocarbons, chlorinated hydrocarbons, ketones and esters shall not be used for ICF walls with expanded polystyrene form material. Use of plastic roofing cements, acrylic coatings, latex coatings, mortars and pargings to seal ICF walls is permitted. Cold-setting asphalt or hot asphalt shall conform to type C of ASTM D 449. Hot asphalt shall be applied at a temperature of 200°F (93°C).

All joints in membrane waterproofing shall be lapped and sealed with an adhesive compatible with the membrane.

Section R506.2.3 Vapor Retarder.

Revise Subsection R506.2.3, as follows:

R506.2.3 Vapor retarder. A 10 mil (0.010 inch; 0.254 mm) polyethylene or approved vapor retarder conforming to ASTM E 1745 Class A requirements with joints lapped not less than 6 inches (152 mm) shall be placed between the concrete floor slab and the base course or the prepared subgrade where no base course exists.

Exception: The vapor retarder may be omitted:

1. From garages, utility buildings and other unheated accessory structures. For unheated storage rooms having an area of less than 70 square feet ($6.5m^2$) and carports.
2. From driveways, walks, patios and other flatwork not likely to be enclosed and heated at a later date.
3. Where approved by the building official, based on local site conditions.

Section R613.1 General.

Revise Section R613.1, as follows:

R613.1 General. Structural insulated panel (SIP) walls shall be designed in accordance with the provisions of this section. The design and installation shall be per approved listing requirements.

Section R806.2 Minimum Vent Area.

Revise Section R806.2, as follows:

R806.2 Minimum vent area. The minimum net free ventilation area shall be 1/150 of the area of the space.

Exception: The minimum net free ventilation area shall be 1/300 of the vented space provided one or more of the following conditions are met:

1. In Climate Zones 6, 7, and 8, a Class I or II vapor retarder is installed on the warm-in-winter side of the ceiling.
2. At least 40 percent and not more than 50 percent of the required ventilating area is provided by ventilators located in the upper 1/3 portion of the attic or rafter space. Upper ventilators shall be located no more than 3 feet below the ridge or highest point of the space, measured vertically, with the balance of the required ventilation shall be located in the bottom 1/3 of the attic space. Where the location of wall or roof framing members conflicts with the installation of upper ventilators, installation more than 3 feet below the ridge or highest point of the space shall be permitted.

Section R807.1 Attic Access.

Revise Section 807.1, as follows:

R807.1 Attic access. Buildings with combustible ceiling or roof construction shall have at least one attic access opening. Additional access openings shall be provided to attic areas that have electrical, plumbing, or mechanical fixtures or equipment that require access for periodic maintenance.

> **Exception:** Access openings are not required for non-contiguous enclosed attic spaces that do not have plumbing, mechanical, or electrical components that require access for periodic maintenance.

The rough-framed opening shall not be less than 22 inches by 30 inches (559 mm by 762 mm) and shall be located in a hallway or other readily accessible location. When located in a wall, the opening shall be a minimum of 22 inches wide by 30 inches high (559 mm wide by 762 mm high). When the access is located in a ceiling, minimum unobstructed headroom in the attic space shall be 30 inches (762 mm) at some point above the access measured vertically from the bottom of ceiling framing members. See Section M1305.1.3 for access requirements where mechanical equipment is located in attics.

Section R905.7 Wood Shingles.

Delete Section R905.7 in its entirety and replace, as follows:

R905.7 Wood shingles. Not permitted.

Section R905.8 Wood Shakes.

Delete Section R905.8 in its entirety and replace, as follows.

R905.8 Wood shakes. Not permitted.

Section R1007 Fireplaces and Appliances.

Add a new Section R1007, as follows:

R1007 Fireplaces and Appliances.

R1007.1 Types of fireplaces.

Add a new section R1007.1, as follows:

R1007.1 Types of fireplaces. No solid fuel burning fireplace shall be constructed in any residential dwelling in Boulder City or the Las Vegas Valley Hydrographic Basin at an elevation of less than 4000 feet (1220 m) above sea level unless it is one of the following:

R1007.1.1 A dedicated solid fuel burning factory-built enclosed fireplace or factory-built heater that conforms to the "Phase II Environmental Protection Agency, Standards of Performance for New Stationary Sources, New Residential Heaters" as prescribed in 40 CFR Part 60, Subpart AAA, as verified by a nationally recognized listing approved by the Building Official.

R1007.1.2 A masonry fireplace or masonry heater constructed in accordance with 2012 IRC Chapter 10, Sections R1001, R1002 and R1003 or a factory-built fireplace shall include one of the following;

1. The installation of a wood-burning insert which meets the standards described in R1007.1.1 of this subsection and which shall be installed in accordance with the manufacturer's instructions.
2. The installation of gas logs with a nationally recognized listing and approved by the Building Official.
   The fireplace opening shall be completely enclosed with a cover of solid glass, steel, or cast iron. The covering may be either solid or openable.
   A caution sign shall be permanently installed and maintained where it is readily visible at all times. The sign shall state: "Caution: approved for fuel gas use only. Damper shall remain permanently blocked open."
   The letters on the sign shall be a minimum of 3/8 inches in height.

Section R1007.2 Types of Appliances.

Add a new section R1007.2, as follows:

R1007.2 Types of appliances

The following appliances shall be provided with a nationally recognized listing approved by the Building Official prior to installation:

1. Decorative electrical appliance
2. Decorative vented gas appliance
3. Decorative un-vented gas appliance or heater

Section R1008 Special Fireplace and Appliance Requirements.

A new section R1008 is added to read as follows:

R1008.1 Installation within a dwelling unit.

All fireplace or appliance installations within a dwelling unit shall comply with the following requirements:

1. If the fireplace or gas appliance is located in a sleeping room or an adjacent bathroom, then a permanent, unobstructed fresh air supply shall be provided directly from the exterior of the structure to the fire box.
2. The supply duct shall be a minimum 4" (102mm) or as directed in the manufacturer's listing.

   Exception:
   1. A decorative electrical appliance
   2. Un-vented heater that is specifically listed for sleeping rooms

3. All decorative gas or electrical appliances shall comply with their listing and the manufacturer's installation instructions.

Chapters 11 thru 43

Delete chapters 11 through 43 in their entirety, excluding section P2904.

Appendices A thru Q

Delete All Appendices in their entirety with the following exceptions;

- H – Patio Covers
- K – Sound Transmission

Section P2904.2.3 Freezing Areas.

Revise Section P2904.2.3, as follows:

P2904.2.3 Freezing areas. Piping in unconditioned spaces shall be protected from freezing with a minimum of R-2 insulation. Where sprinklers are required in areas that are subject to freezing, dry-sidewall or dry-pendent sprinklers extending from a nonfreezing area into a freezing area shall be installed.

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2014-62 - For Possible Action - Adopts the 2012 Edition of the International Existing Building Code, together with amendments thereto. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopt the 2012 Edition of the International Existing Building Code, together with amendments thereto. The amendments represent City-specific provisions tailored to City needs and circumstances, including provisions pertaining to the partial sprinklering of existing buildings under certain circumstances.

RECOMMENDATION:
Bill being heard at the Recommending Committee meeting of September 15, 2014 and will be eligible for adoption on this September 17, 2014 City Council meeting.

First Reading – 9/3/2014; First Publication – 9/5/2014

BACKUP DOCUMENTATION:
1. Bill No. 2014-62
2. City of Las Vegas Amendments to the 2012 International Existing Building Code

BILL NO. 2014-62

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE 2012 INTERNATIONAL EXISTING BUILDING CODE, TOGETHER WITH AMENDMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts the 2012 International Existing Building Code, together with amendments thereto.

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

SECTION 1: Title 16 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 6 and consisting of Section 10, reading as follows:

16.06.010: Those certain documents, three copies of which are on file in the Office of the City Clerk and are designated as follows, are adopted by reference as if set forth herein in full:

(A) The publication entitled "International Existing Building Code, 2012 Edition," as published by the International Code Council, as Part 1 of this Chapter; and

(B) The document entitled "City of Las Vegas Amendments to the 2012 Existing Building Code," which adds to, deletes from and amends the "International Existing Building Code, 2012 Edition," as Part 2 of this Chapter.

SECTION 2: The document entitled "City of Las Vegas Amendments to the 2012 International Existing Building Code," referred to in Section 1 of this Ordinance, is attached hereto.

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

subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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 _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 8-19-14
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2014, 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 AMENDMENTS TO THE 2012 INTERNATIONAL EXISTING BUILDING CODE

AMENDMENT 1

Revise Section 101.2 to add Sections 101.2.1 and 101.2.2 as follows:

101.2.1: Use of the International Existing Building Code (IBC)
This code provides three main options for a designer in dealing with rehabilitation of existing buildings.

OPTION 1: Work for alteration, repair, change of occupancy, addition or relocation of all existing buildings shall be done in accordance with the Prescriptive Compliance Method given in Chapter 4. It should be noted that this same method is provided in Chapter 34 of the International Building Code.

OPTION 2: Work for alteration, repair, change of occupancy, addition or relocation of all existing buildings shall be done in accordance with the Work Area Compliance given in Chapters 5 through 13.

OPTION 3: Work for alteration, repair, change of occupancy, addition or relocation of all existing buildings shall be done in accordance with the Performance Compliance Method given in Chapter 14. It should be noted that this option is also provided in Chapter 34 of the International Building Code.

Under limited circumstances, a building alteration can be made to comply with the laws under which the building was originally built and subject to the approval of the Code Official, as long as there has been no substantial structural damage and there will be limited structural alteration.

101.2.2: Alternative Use of International Existing Building Code or Chapter 34 of International Building Code

Design and work related to the rehabilitation of an existing building may be done in accordance with either this Code or Chapter 34 of the International Building Code. However, with respect to any particular building, a choice must be made which alternative (this Code or Chapter 34 of the IBC) the design and construction will be measured and reviewed against. The Building Official will authorize design and construction only in accordance with the alternative selected for the project. Example: a project for which design and construction under this Code has been selected will not be subject to proceeding in accordance with, or measured against, Chapter 34 of the IBC.

AMENDMENT 2

Revise Section 101.6 to add Section 101.6.1 as follows:

101.6.1 Adopted Appendices. The provisions contained in Appendices A and B are hereby specifically adopted.

AMENDMENT 3

Revise Section 102.4 to add Section 102.4.3 as follows:

102.4.3 Adopted Codes. Where this code refers to other codes not adopted by this jurisdiction, the applicable code adopted by the jurisdiction shall govern.

AMENDMENT 4

Delete Part 2 from Chapter 1, including Sections 103 through 117.

AMENDMENT 5

Revise Section 202 by adding the following definitions:

INTERNATIONAL BUILDING CODE. The Building Code published by the International Code Council as adopted and amended by the City of Las Vegas.

INTERNATIONAL ELECTRICAL CODE. The Electrical Code published by the National Fire Protection Association as adopted and amended by the City of Las Vegas.

INTERNATIONAL ENERGY CONSERVATION CODE. The Energy Conservation Code published by the International Code Council as adopted and amended by the City of Las Vegas.

INTERNATIONAL EXISTING BUILDING CODE. The Existing Building Code as amended and adopted by the local jurisdiction.

INTERNATIONAL FIRE CODE. The Fire Code published by the International Code Council as adopted and amended by the City of Las Vegas.

INTERNATIONAL FUEL GAS CODE. The Fuel Gas Code published by the International Code Council as may be adopted and amended by the City of Las Vegas.

INTERNATIONAL MECHANICAL CODE. The Mechanical Code published by the International Association of Plumbing and Mechanical Officials as adopted and amended by the City of Las Vegas.

INTERNATIONAL PLUMBING CODE. The Plumbing Code published by the International Association of Plumbing and Mechanical Officials as adopted and amended by the City of Las Vegas.

INTERNATIONAL PRIVATE SEWAGE DISPOSAL CODE. The Private Sewage Disposal Code published by the International Code Council as may be adopted and amended by the City of Las Vegas.

INTERNATIONAL PROPERTY MAINTENANCE CODE. The Property Maintenance Code published by the International Code Council as may be adopted and amended by the City of Las Vegas.

INTERNATIONAL RESIDENTIAL CODE. The Residential Code published by the International Code Council as adopted and amended by the City of Las Vegas.

AMENDMENT 6

Amend Section 301.2 as follows:

301.2 Additional Codes. *Alterations, repairs, additions* and *changes of occupancy* to, or relocation of, *existing buildings* and structures shall comply with the provisions for *alterations, repairs, additions* and *changes of occupancy* or relocation, respectively, in this code and the *International Energy Conservation Code, International Fire Code, International Fuel Gas Code, Uniform Mechanical Code, Uniform Plumbing Code, International Property Maintenance Code, International Building Code, International Residential Code, International Private Sewage Disposal Code and the National Electrical Code* as may be adopted with amendments. Where the provisions of the other codes conflict with the provisions of this code, the provisions of this code shall take precedence.

AMENDMENT 7

Add a new Section 302 as follows:

Section 302 Partial Coverage of Automatic Sprinkler Systems in Existing Buildings.

302.1 Automatic Sprinklers in Existing Buildings. Automatic sprinkler systems in accordance with Section 903 of the International Building Code and designed per the Fire Code shall be provided in nonsprinklered *existing structures* at the locations described in Sections 302.1.1 through 303.1.3.

Where these provisions result in partially sprinklered buildings, durable weatherproof signage shall be provided at the Fire Department Connection(s) clearly indicating that the building is partially protected with fire sprinklers and clearly identifying the portion(s) of the building covered by the fire sprinkler systems.

The underground fire service and fire sprinkler lead-in to the first portion of an existing nonsprinklered building shall be sized to a minimum Ordinary Hazard Group II sprinkler design for future expansion of the fire sprinkler system to cover all other portions of the building.

302.1.1 Additions. Additions to any building shall comply with this Section and Section 3403 of the International Building Code.

302.1.1.1 Sprinklered Addition. In existing nonsprinklered buildings where sprinklers are provided for a building addition, whether required or not, the entire building shall be sprinklered.

Exceptions:

1. Other than occupancies of Group E Daycare, Group H, Group I, or Group R, sprinklers are not required to be provided beyond the entire tenant area being modified when in compliance with the following requirements:
    1.1 The tenant space is separated from the remainder of the building by a 2-hour fire barrier, without openings and with protected through penetrations, constructed in accordance with Section 707 of the International Building Code; and
    1.2 The property owner has signed an agreement approved by the fire code official to sprinkler the remainder of the building within 18 months from the time of building permit issuance.
2. When approved by the *building official*, special hazard areas that are required to be sprinklered for specific uses, such as medical gas rooms, do not require the remainder of the building to be sprinklered.

302.1.1.2 Nonsprinklered Addition. In existing nonsprinklered buildings where sprinklers are not otherwise required or provided in the building addition, the remainder of the building is not required to be provided with sprinklers where any of the following conditions are met:

1. The building has a total area of less than 5,000 sq. ft. (464 m^2) and the addition does not cause the existing building to trigger fire sprinkler protection due to occupancy-specific requirements contained in Section 903 of the International Building Code.
2. Other than occupancies of Group E Daycare, Group H, Group I, or Group R, sprinklers are not required to be provided beyond the entire tenant area being modified when in compliance with the following requirements:
    2.1 The tenant space is separated from the remainder of the building by a 2-hour fire barrier, without openings and with protected through penetrations, constructed in accordance with Section 707; and
    2.2 The property owner has signed an agreement approved by the fire code official to sprinkler the remainder of the building within 18 months from the time of building permit issuance.

302.1.2 Alterations. Alterations within existing buildings shall comply with this Section.

302.1.2.1 Sprinklered Alterations. In existing nonsprinklered buildings where sprinklers are provided for an alteration, whether required or not, the entire building shall be sprinklered.

Exceptions:

1. Other than occupancies of Group E Daycare, Group H, Group I, or Group R, sprinklers are not required to be provided beyond the entire tenant area being modified when in compliance with the following requirements:

1.1 The tenant space is separated from the remainder of the building by a 2-hour fire barrier, without openings and with protected through penetrations, constructed in accordance with Section 707 of the International Building Code; and

1.2 The property owner has signed an agreement approved by the fire code official to sprinkler the remainder of the building within 18 months from the time of building permit issuance.

2. When approved by the *building official*, special hazard areas that are required to be sprinklered for specific uses, such as medical gas rooms, do not require the remainder of the building to be sprinklered.

302.1.2.2 Nonsprinklered Alterations. In existing nonsprinklered buildings where sprinklers are not otherwise required or provided in the alteration, the remainder of the building is not required to be provided with sprinklers due to the alteration.

302.1.3 Change of Occupancy. A change of occupancy within an existing building shall comply with this Section.

302.1.3.1 Sprinklered Change of Occupancy. In existing nonsprinklered buildings where sprinklers are provided for an area containing a change of occupancy, whether required or not, the entire building shall be sprinklered.

Exceptions:

1. Other than occupancies of Group E Daycare, Group H, Group I, or Group R, sprinklers are not required to be provided beyond the entire tenant area being modified when in compliance with the following requirements:

1.1 The tenant space is separated from the remainder of the building by a 2-hour fire barrier, without openings and with protected through penetrations, constructed in accordance with Section 707 of the International Building Code; and

1.2 The property owner has signed an agreement approved by the fire code official to sprinkler the remainder of the building within 18 months from the time of building permit issuance.

2. When approved by the *building official*, special hazard areas that are required to be sprinklered for specific uses, such as medical gas rooms, do not require the remainder of the building to be sprinklered.

302.1.3.2 Nonsprinklered Change of Occupancy. In existing nonsprinklered buildings where sprinklers are not otherwise required or provided in the change of occupancy, the remainder of the building is not required to be provided with sprinklers where any of the following conditions are met:

1. The building has a total area of less than 5,000 sq. ft. (464 m^2) and the change of occupancy does not cause the existing building to trigger fire sprinkler protection due to occupancy-specific requirements contained in Section 903 of the International Building Code.

2. Other than occupancies of Group E Daycare, Group H, Group I, or Group R, sprinklers are not required to be provided beyond the entire tenant area being modified when in compliance with the following requirements:

2.1 The tenant space is separated from the remainder of the building by a 2-hour fire barrier, without openings and with protected through penetrations, constructed in accordance with Section 707 of the International Building Code; and

2.2 The property owner has signed an agreement approved by the fire code official to sprinkler the remainder of the building within 18 months from the time of building permit issuance.

3. When approved by the building official, a change in occupancy to an equal or lesser hazard shall not require the installation of sprinklers for any part of the building. To make such a determination, the building official may consider physical changes to reduce the occupant load, relative fire hazard and other relevant data.

Section 302.2 Fire Alarm Systems in Existing Buildings. Fire alarm systems in existing buildings shall comply with this section. Such systems shall be installed in accordance with Section 907 of the International Building Code and the Fire Code, at the locations described in Sections 302.2.1 through 302.2.3.

302.2.1 Additions. Additions to any building shall comply with this Section. In existing buildings where fire alarms are provided for the addition, whether required or not, coverage shall be extended to include the entire building.

Exceptions:

1. Other than occupancies of Group E Daycare, Group H, Group I, or Group R, fire alarm system coverage is not required to be provided beyond the entire tenant area being modified when in compliance with the following requirements:

1.1 The tenant space is separated from the remainder of the building by a 2-hour *fire barrier*, without openings and with protected through penetrations, constructed in accordance with Section 707 of the International Building Code and;

1.2 The property owner has signed an agreement approved by the fire code official to sprinkler the remainder of the building within 18 months from the time of building permit issuance.

2. In all occupancies, the addition of a *Fire Wall* in accordance with Section 706 of the International Building Code, with openings protected with automatic-closing devices, may be used to create a new fire area that separates the addition from the remainder of the building. The *Fire Wall* may either:

a. Limit required fire alarm system coverage to include only the new fire area containing the addition; or

b. Limit required fire alarm system coverage to include the new addition and other existing spaces adjacent to the addition that remain in the same fire area; or

c. Eliminate the requirement to install a fire alarm system in accordance with the provisions of Section 907.2 of the International Building Code.

302.2.2 Alterations. Existing buildings that undergo an alteration shall comply with this Section.

Exception: Alterations consisting solely of the removal and replacement or the covering of existing materials, elements, equipment, or fixtures using new materials, elements, equipment, or fixtures that serve the same purpose.

In existing buildings where fire alarms are provided for an alteration, whether required or not, coverage shall be extended to include the entire building.

Exceptions:

1. Other than occupancies of Group E Daycare, Group H, Group I, or Group R, fire alarm system coverage is not required to be provided beyond the entire tenant area being modified when in compliance with the following requirements:
    1.1 The tenant space is separated from the remainder of the building by a 2-hour *fire barrier*, without openings and with protected through penetrations, constructed in accordance with Section 707 of the International Building Code; and
    1.2 The property owner has signed an agreement approved by the fire code official to sprinkler the remainder of the building within 18 months from the time of building permit issuance.
2. In all occupancies, the addition of a *Fire Wall* in accordance with Section 706 of the International Building Code, with openings protected with automatic-closing devices, may be used to create a unique fire area to separate the alteration from the remainder of the building. The *Fire Wall* may either:
    a. Limit required fire alarm system coverage area to include only the fire area containing the alteration; or
    b. Eliminate the requirement to install a fire alarm system in accordance with the provisions of Section 907.2 of the International Building Code.

302.2.3 Change of Occupancy. Existing buildings that undergo a change of occupancy shall comply with this Section.

Exception:
When approved by the building official, a change in occupancy to an equal or lesser hazard shall not require the installation of a fire alarm system for any part of the building. To make such a determination, the building official may consider physical changes to reduce the occupant load, relative fire hazard and other relevant data.

In existing buildings where fire alarms are provided for a change of occupancy, whether required or not, coverage shall be extended to include the entire building.

Exceptions:

1. Other than occupancies of Group E Daycare, Group H, Group I, or Group R, fire alarm system coverage is not required to be provided beyond the entire tenant area being modified when in compliance with the following requirements:
    1.1 The tenant space is separated from the remainder of the building by a 2-hour *fire barrier*, without openings and with protected through penetrations, constructed in accordance with Section 707 of the International Building Code; and

1.2 The property owner has signed an agreement approved by the fire code official to sprinkler the remainder of the building within 18 months from the time of building permit issuance.

2. In all occupancies, the addition of a Fire Wall in accordance with Section 706 of the International Building Code, with openings protected with automatic-closing devices, may be used to create a unique fire area to separate the portion of the building containing the change of use from the remainder of the building. The Fire Wall may either:

a. Limit required fire alarm system coverage area to include only the fire area containing the change of use; or

b. Eliminate the requirement to install a fire alarm system in accordance with the provisions of Section 907.2 of the International Building Code.

AMENDMENT 8

Amend Section 804.2 as follows:

Section 804.2 Automatic sprinkler systems. Automatic sprinkler systems shall be provided in accordance with the requirements of Section 302. Installation requirements shall be in accordance with the *International Building Code.*

AMENDMENT 9

Amend Section 1012.2 as follows:

Section 1012.2 Fire protection systems. Fire protection systems shall be provided in accordance with the requirements of Section 302. Installation requirements shall be in accordance with the *International Building Code*.

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2014-63 - For Possible Action - Adopts the 2012 Edition of the International Swimming Pool and Spa Code, together with amendments thereto. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopt the 2012 Edition of the International Swimming Pool and Spa Code, together with amendments thereto. The amendments represent adaptations agreed upon by local area jurisdictions. The adoption will replace the existing Southern Nevada Pool Code adopted previously by local jurisdictions.

RECOMMENDATION:
Bill being heard at the Recommending Committee meeting of September 15, 2014 and will be eligible for adoption on this September 17, 2014 City Council meeting.

First Reading – 9/3/2014; First Publication – 9/5/2014

BACKUP DOCUMENTATION:
1. Bill No. 2014-63
2. Southern Nevada Amendments to the 2012 International Swimming Pool and Spa Code

BILL NO. 2014-63

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE 2012 EDITION OF THE INTERNATIONAL SWIMMING POOL AND SPA CODE, TOGETHER WITH AMENDMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts the 2012 Edition of the International Swimming Pool and Spa Code, together with amendments thereto.

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

SECTION 1: Title 16, Chapter 30, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16.30.010: [That certain document entitled "2006 Southern Nevada Pool Code," three copies of which are on file in the Office of the City Clerk, is adopted by reference and made a part of this Code, to the same effect as if set out herein in full.] Those certain documents, copies of each being on file in the Office of the City Clerk, and designated as follows, are adopted by reference and made a part of this Code, to the same effect as if set out herein in full:

(A) International Swimming Pool and Spa Code, 2012 Edition, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2012 International Swimming Pool and Spa Code," adding to, deleting from and amending the International Swimming Pool and Spa Code, 2012 Edition, designated as Part 2 of this Chapter.

SECTION 2: The document entitled Southern Nevada Amendments to the 2012 International Swimming Pool and Spa Code is attached hereto.

SECTION 3: Ordinance No. 6145 and the "2009 Southern Nevada Pool Code" are hereby repealed in their entirety.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or

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

SECTION 5: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 8-19-14
_____ Date
Val Steed,
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2014, 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

SOUTHERN NEVADA AMENDMENTS

TO THE

2012 INTERNATIONAL SWIMMING POOL AND SPA CODE

PREFACE

This document was developed by the Southern Nevada Building Officials' Pool Code Committee and presents recommended amendments to the 2012 International Swimming Pool and Spa *Code* (ISPSC) as published by the International Code Council (ICC).

Participation in the 2012 Pool Code Committee was open to all interested parties. However, voting on amendment proposals was limited to one vote each for the seven Southern Nevada municipalities (Clark County, Henderson, Las Vegas, North Las Vegas, Boulder City, Pahrump, and Mesquite), the Clark County School District, and three industry representatives. All Pool Code Committee proceedings were conducted in accordance with Robert's Rules of Order.

The recommended amendments contained herein are not code unless adopted and codified by governmental jurisdictions. These amendments are not intended to prevent the use of any material or method of construction not specifically prescribed herein, provided any alternates have been approved and their use authorized by the Building Official. This document may be copied and used in whole or in part without permission or approval from the organizations listed on the cover page.

ADOPTION BY CLARK COUNTY

Adopted by action of the Clark County Commission on August 20, 2013 for correlation with the 2012 International Swimming Pool and Spa Code. This document and the 2012 Swimming Pool and Spa Code shall be effective on July 7, 2014.

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Section 101 General

Delete Chapter 1 in its entirety except Section 101. Revise Sections 101.1 and 101.2, as follows:

101.1 Title. These provisions shall be known as the International Swimming Pool and Spa Code, hereinafter referred to as "this code".

101.2 Scope. The provisions of this code apply to the construction, alteration, movement, renovation, replacement, repair and maintenance or use of aquatic vessels. Where this code refers to codes not adopted by the jurisdiction, the applicable code adopted by the jurisdiction shall govern.

Section 202 Definitions

Add new definitions to Section 202, as follows:

MANMADE DECORATIVE WATER FEATURE: Any manmade stream, fountain, waterfall, or other water feature that does not meet the definition of an aquatic vessel and contains water that flows or that is sprayed into the air, constructed for decorative, scenic or landscape purposes. Any manmade decorative water feature greater than 18 inches (457 mm) of maximum water depth shall meet the requirements of a swimming pool as specified in Chapters 3 through 10.

> **Exceptions:** The following bodies of water shall be exempt from these requirements:
> (A) Manmade lakes as defined in local ordinance or administrative code.
> (B) Aquatic vessels regulated by this document or administrative code.
> (C) Water feature not greater than 18 inches (457 mm) of maximum water level, used in conjunction with and on the same property as a single-family residence, and available only to the family of the householder or their private guests.

MANUFACTURED POOL OR SPA. A listed pool, spa or water feature that is manufactured or constructed at another location, transported to the property, and placed and/or assembled at the property.

UNBLOCKABLE OUTLET: An outlet of any size and shape such that a representation of the torso of the 99 percentile adult male cannot sufficiently block it to the extent that it creates a body suction entrapment hazard. The torso is represented as a rectangle 18 inches x 23 inches (457mm x 584mm) with corners of radius 4 inches (102mm).

Revise the definition of Aquatic Vessel, as follows:

Aquatic vessel. A vessel, permanent or temporary, intended for swimming, bathing, or wading and that is designed and manufactured to be connected to a circulation system. Portable vessels 48 inches (1220 mm) or less in designed water depth which are drained and filled daily are not considered aquatic vessels. For purpose of this code, the term is used to identify all types of vessels governed by this code, including: swimming pools, aquatic facilities, spas and hot tubs, and related equipment. Such vessels are either used in a residential application or in a public application.

Section 302.7 Tests.

Revise Section 302.7, as follows:

302.7 Tests. Tests on water piping systems constructed of plastic piping shall not use compressed air for the test.

Section 304 Flood Hazard Areas

Delete Section 304 in its entirety.

Section 305 Barrier Requirements

Revise the entire barrier requirements section of the code to comply with the local requirement of a 5 foot primary barrier and a 4 foot secondary barrier, as follows:

305.1 General. The provisions of this section shall apply to the design of barriers for aquatic vessels. These design controls are intended to provide protection against the potential drowning and near drowning by restricting access to such vessels. These requirements provide an integrated level of protection against potential drowning through the use of physical barriers and warning devices.

> **Exception:** Spas and hot tubs with a lockable safety cover that complies with ASTM F 1346.

305.2 Aquatic vessels. All outdoor aquatic vessels and indoor swimming pools shall be surrounded by a barrier that complies with Sections 305.2.1 through 305.10.

> **Exception:** All aquatic vessels or water features with a maximum water depth 18" and less.

305.2.1 Barrier height and clearances. The top of the barrier shall not be less than 60 inches (1524 mm) in height above adjacent grade measured from outside the enclosed area or 8 feet (2.4 m) vertical, non-climbable barrier, measured on the inside. The

vertical clearance between grade and the bottom of the barrier shall be 4 inches (101.6 mm) maximum. When permanently installed pools or spas are in adjacent yards the common barrier may be reduced to 48 inches (1219.2 mm) on either side.

305.2.2 Wrought Iron. Wrought iron fence with open guardrails shall have intermediate rails or an ornamental pattern such that a sphere 4 inches (101.6 mm) in diameter cannot pass. Horizontal support members shall be spaced at least 32 inches (813 mm) apart and shall comply with Section 305.2.1.

305.2.2.1 Wrought Iron with Masonry. Mixed use of masonry and wrought iron walls shall comply with all of the following:

(1) Masonry or wrought iron portion of the wall shall be a minimum of 32 inches (813 mm) in height.

(2) The wrought iron portion of the wall shall comply with Sections 305.2.1 and 305.2.2 with a maximum of two horizontal members, one near the bottom, within 4 inches (101.6 mm) of the masonry wall below, and one a minimum of 60 inches (1524 mm) above grade.

305.2.3 Solid barrier surfaces. Solid barriers that do not have openings shall not contain indentations or protrusions that form handholds and footholds, except for normal construction tolerances and tooled masonry joints.

305.2.4 Chain link dimensions. The maximum opening formed by a chain link fence shall be not more than 1.25 inches. Where the fence is provided with slats fastened at the top and bottom which reduces the openings, such openings shall be not more than 1.25 inches. The fence shall have top and bottom horizontal supports. The fence height must be a minimum of 60 inches (1524 mm) and shall be constructed of not less than 11 gauge wire.

305.2.5 Diagonal members. Where the barrier is composed of diagonal members, the maximum opening formed by the diagonal members shall be no more than 1.25 inches (44 mm). The angle of diagonal members shall not be greater than 45 degrees (0.79 rad) from vertical.

305.3 Gates. Access gates shall comply with the requirements of Sections 305.3.1 through 305.3.3 and shall be equipped to accommodate a locking device.

305.3.1 Gates or Doors. All single gates or doors 8 feet (2.4 m) or less in width shall meet the following requirements:
(1) Gates and doors shall be self-closing and self-latching.
(2) Gates shall open outward from the enclosed pool area.

305.3.2 Latching Devices. The self-latching devices of gates or doors shall be one of the following:

(1) A device that is an ASTM F-1908-08 approved latching device. It shall be installed per the manufacturer's installation instructions.

(2) A device mounted inside the enclosed area and be designed to be inoperable from outside the enclosed area. Manual catch latch devices shall not be less than

3 inches (76 mm) or more than 6 inches (152.4 mm) below the top of the door or gate. It shall be inaccessible from outside the enclosed area for a distance of 20 inches (508 mm) in all directions from the latch except that an opening not greater than 1/4 inch (6 mm) diameter shall be permitted. This protection is not required to extend above the top of the gate.

(3) Keyed lockset devices shall be mounted at any height above grade.

305.3.3 No other device shall impede operation or obstruct closing of self-latching device.

305.4 Large Access Barrier Gates. Single access barrier gates, greater than 8 feet (2.4 m) in width, shall be equipped with protected self-latching, lockable hardware and shall remain locked at all times when not in use.

Exception: Electronic remote latches without manual devices and panic hardware where required shall not be subject to height restrictions.

305.5 Double Gates. Double gates integral to perimeter fences shall comply with the requirements of Section 305.4 and shall be permanently locked. If double gates are used as the only access to the yard, one gate shall be pinned and locked in the closed position and the adjoining gate must meet the requirements of Section 305.3.1.

305.6 Electric Operated Gates. Electric operated gates shall start to close within 30 seconds of entry.

305.7 Key Operated Devices. Key-operated, self-latching locks that are integral to the gate or door may be used as latching devices, as long as they are permanently locked from the outside and comply with the above installation requirements.

305.8 Secondary Access Barrier Requirement. An additional barrier that isolates all openings in the dwelling unit from the residential pool or spa shall be erected. The barrier shall be a minimum of 48 inches (1219 mm) in height and shall not allow the passage of a sphere 4 inches (102 mm) in diameter. All gates shall be self-closing and latching at the top of the barrier. No other device shall impede operation or obstruct the closing of self-latching gate.

305.8.1 Option one. Mesh fencing, other than chain link fences in accordance with Section 305.2.4, shall be installed in accordance with the manufacturer's instructions and shall comply with the following:

1. The top of the barrier shall be not less than 48 inches (1524 mm) above grade measured on the side of the barrier that faces away from the aquatic vessel.

2. The bottom of the mesh restraining fence shall be not more than 1 inch (25 mm) above the deck or installed surface or grade.

3. The maximum vertical clearance from the bottom of the mesh fence and the solid surface shall not permit the fence to be lifted more than 4 inches (102 mm) from grade or decking.

4. The fence shall be designed and constructed so that it does not allow passage of a 4-inch sphere under or through any mesh panel.

5. An attachment device shall attach each barrier section at a height not lower than 45 inches (1143 mm) above grade. Common attachment devices include, but are not limited to, devices that provide the security equal to or greater than that of a hook-and-eye-type latch incorporating a spring-actuated retaining lever such as a safety gate hook.

6. Where a hinged gate is used with a mesh barrier, the gate shall comply with Section 305.3.

7. Patio deck sleeves such as vertical post receptacles which are placed inside the patio surface shall be of a nonconductive material.

305.8.2 Option two. Self-closing and self-latching devices installed on all openings in dwelling unit that provide direct access to the pool or spa. Openings to include doors; operable windows with a sill height of 48 inches (1219 mm) or less; and pet doors allowing the passage of a sphere of 4 inches (102 mm) in diameter.

Exception:
1. Operable windows with a sill height less then 48 inches (1219mm) with a manufacturer installed permanent locking or latching mechanism mounted not less than 54" from floor.
2. Self-closing, self latching pet doors approved by the building official.

305.8.3 Option three. An alarm installed on all openings in dwelling unit that provide direct access to the pool or spa. Openings to include doors; operable windows with a sill height of 48 inches or less; and pet doors allowing the passage of a sphere of 4 inches (102 mm) in diameter. The alarm shall be listed to meet UL Standard 2017 for Residential Water Hazard Entrance Alarms. The alarm shall sound continuously for a minimum of 30 seconds within 7 seconds after the door is opened, and be a minimum of capable of providing 85 dB when measured indoors at 10 feet (3.05 m). The alarm shall automatically reset under all conditions. The alarm shall be equipped with a manual means, such as a touch pad or switch, to temporarily deactivate the alarm for a single opening. The deactivation switch shall be located at least 54 inches (1372 mm) above the threshold of the door.

Exception:
1. Operable windows with a sill height less than 48 inches (1219mm) with a manufacturer installed permanent locking or latching mechanism mounted not less than 54" from floor.
2. Self closing, self latching pet doors approved by the building official.

In dwellings or structures not required to be Accessible units, Type A units or Type B units, the deactivation switch shall be located 54 inches (1372 mm) or more above the threshold of the door. In dwellings or structures required to be Accessible units, Type A units or Type B units, the deactivation switch shall be located not greater than 54 inches (1372 mm) and not less than 48 inches (1219 mm) above the threshold of the door.

305.8.4 Option four. A pool motion device, laser or light beam activation alarm system permanently installed that provides an active barrier within the pool or across the access to the pool from the dwelling unit or installed around the entire perimeter of the pool. The devise shall sound an alarm of at least 85 dB both inside and outside of the home when activated. The alarm must automatically reset after alarming. The device and alarm shall meet ASTM F2208-08 and be listed.

305.8.5 Option five. Power safety covers installed that comply with ASTM F1346-03.

305.8.6 Option six. An approved alternate means of protection, such as self-closing doors with self-latching devices, provided that the degree of protection afforded is not less than the protection afforded by sections 305.8.1 through 305.8.5.

305.9 Natural barriers. In the case where the vessel area abuts the edge of a lake or other natural body of water, public access is not permitted or allowed along the shoreline, and required barriers extend to and beyond the water's edge a minimum of 18 inches, a barrier is not required between the natural body of water shoreline and the vessel.

305.10 Natural topography. Natural topography that prevents direct access to the aquatic vessel area shall include but not be limited to mountains and natural rock formations. A natural barrier approved by the governing body shall be acceptable provided that the degree of protection is not less than the protection afforded by manufactured or constructed means.

305.11 Safety Glazing. Glazing adjacent to aquatic vessels shall comply with the glazing requirements of the IBC or IRC. Glazing in walls and fences within 60 inches (1524 mm) or less, measured horizontally from the water's edge and less than 60 inches (1524 mm) measured vertically above grade shall be considered hazardous locations. In these locations, tempered glazing, laminated glass or Plexiglas shall be used.

305.12 Barrier Timeliness. All required access barrier elements shall be installed prior to:

(1) Installation of a pre-manufactured pool or spa.

(2) The pre-plaster inspection of a conventionally constructed pool or spa.

(3) The filling of any water feature.

305.13 Surveillance Substitute. In lieu of access barriers required by this code, resort hotel facilities and therapeutic facilities used by or under the direct control of licensed medical personnel may provide a dedicated guard so that observation is maintained at all times. An alternate method may be submitted in writing and approved by the Building Official. Such submittal shall become a permanent part of the job record.

305.14 Responsible Party. The owners of the property upon which pools, spas or artificial bodies of water are located are responsible to establish and maintain access barriers. The owner or developer of land adjacent to an access barrier required by this section shall not reduce, degrade, or infringe on the access barrier's compliance with this code.

305.15 Alternate Materials or Methods: An application for alternate materials or methods must be reviewed and approved by the Building Official for any proposed access barrier which does

not meet the requirements of this code. If approved by the Building Official, the owner remains responsible for establishing and maintaining such approved alternate materials or methods.

Section 307.1 General

Revise Section 307.1, as follows:

307.1 General. The provisions of this section apply to all aquatic vessels.

Exceptions:

1. The provisions of Sections 307.3 through 307.6 do not apply to listed and labeled portable residential spas and listed and labeled portable residential exercise spas.

2. The provisions of Sections 307.3 through 307.6 do not apply to manufactured pools or spas.

Section 307.4 Structural Design

Revise Section 307.4 and add Subsection 307.4.2 thru 307.4.6 as follows:

307.4. Structural design. The structural design of aquatic vessels shall be in accordance with the International Building Code and shall be performed by a registered design professional. Construction documents (material specifications, sections and details) shall be wet sealed and signed by the registered design professional. Approved, listed manufactured pools, spas, and water features shall be installed in accordance with manufacturer's installation instructions and their approved listing.

307.4.1 Installation. Equipment for aquatic vessels shall be supported to prevent damage from misalignment and settling and located so as to allow access for inspection, servicing, removal and repair of component parts.

307.4.2 Geotechnical Investigation Report. All areas of Southern Nevada shall have a geotechnical investigation report at completion of excavation or prior to permit application.

Geotechnical investigation reports shall be prepared and sealed by a registered design professional. The report shall include soil classification by the Unified Soil Classification System (ASTM D 2487). As an alternative, classification may be performed on a visual-manual basis (ASTM D 2488) in the field by an individual with: a degree in civil engineering; engineering geology; geologic engineering; or geology; or a Civil/Geological Engineer licensed in the State of Nevada. Backup data shall include a particle size distribution analysis, Atterberg limits and chemical tests for soil sulfates.

The report shall specifically address the potential negative impacts of the following adverse soil conditions including, but not limited to: collapsible soils, expansive soils (swell), soluble soils, corrosive soils (including sulfates), chemical heave, and

uncontrolled fill. The report shall include supporting test data and where any of these conditions are identified on-site, mitigating measures shall be provided based upon the identified conditions. The requirements for any imported fill shall specifically address all of the above adverse conditions as well.

Exceptions:

1. The site is outside the special geologic consideration zone identified on the current Clark County Soils Guideline Map.

2. Any aquatic vessel with a depth less than four (4) feet (1220mm) in depth.

3. At the option of the Building Official.

When a geotechnical investigation report is not required by the building official, the minimum design at-rest pressure shall be 60 psf/ft and an Exposure Class S2 (severe sulfate exposure level). Design lateral pressure from surcharge loads shall be added to the lateral earth pressure. However lateral earth pressure due to seismic motion need not be included in the design.

307.4.3 Ground Water Protection. If groundwater is present, a hydrostatic valve shall be installed at the lowest point; or other approved means shall be provided to prevent buoyant uplift.

307.4.4 Site Condition. That portion of the pool wall within a horizontal distance of 7 feet (2134 mm) from the top of the slope shall be capable of supporting the water in the pool without soil support

307.4.5 Bond Beam. A continuous bond beam shall not be interrupted for the installation of skimmers and/or similar apparatus; an alternate method may be used when approved by the Building Official.

307.4.6 Special Inspection. Unless required by the registered design professional or by the Building Official, special inspections are not required for residential swimming pools, spas or water features.

Section 307.5 Freeze Protection

Revise Section 307.5, as follows:

307.5 Freeze Protection. In climates subject to freezing temperatures, outdoor aquatic vessels shells and appurtenances, piping, filter system, pumps and motors and other components shall be designed in accordance with the 2012 International Building Code and 2012 Southern Nevada amendments.

Section 307.7 Colors and Finishes

Revise Section 307.7, as follows:

307.7 Colors and finishes. The colors, patterns, or finishes of the vessel interior shall not obscure objects or surfaces within the vessel.

Exception: Residential pools, spa, and water features.

Section 308.1 Floor Slope

Revise Section 308.1, as follows:

308.1 Floor slope. The slope of the floor from the point of the first slope change to the deep area shall not exceed one unit vertical in three units horizontal.

Exceptions:

1. Listed portable residential spas and listed portable residential exercise spas.

2. Manufactured pool or spa.

Section 308.2 Walls

Revise Section 308.2, as follows:

308.2 Walls. Walls shall intersect with the floor at an angle or transition profile. Where a transitional profile is provided at water depths of 3 feet (914 mm) or less, a transitional radius shall not exceed 6 inches (150 mm) and shall be tangent to the wall and permitted to be tangent to or intersect the floor.

Exceptions:

1. Listed portable residential spas and listed portable residential exercise spas.

2. Onground storable pools

3. Manufactured pool or spa.

Section 311.2.2 Servicing

Revise Subsection 311.2.2, as follows:

311.2.2 Servicing. Circulation system components that require replacement or servicing shall be provided with access for inspection, repair, or replacement and shall be installed in accordance with manufacturer specifications.

Section 311.2.4 Adequate Drainage

Add a new Subsection 311.2.4, as follows:

311.2.4 Adequate Drainage. Equipment shall be installed with adequate drainage. Equipment in vaults or pits shall have an approved means to drain water from the vault or pit.

Section 313.4 Location

Revise Section 313.4 by adding subsection 313.4.1 to read, as follows:

313.4 Location. Pumps and motors shall be accessible for inspection and service in accordance with the manufacturer's specifications.

313.4.1 Equipment. Any outdoor equipment pad shall not be in contact with any foundation. Equipment shall be installed with adequate drainage. Equipment in vaults or pits shall have an approved means to drain water from the pit. Equipment shall be installed in accordance with the currently adopted Codes, listing requirements and the manufacturer's installation instructions.

Section 313.7 Emergency Shutoff Switch

Revise Section 313.7, as follows:

313.7 Emergency shutoff switch. An emergency shutoff switch shall be provided to disconnect all power to recirculation and jet system pumps and air blowers. Emergency shutoff switches shall be: provided with access; located within sight of the aquatic vessel and located not less than 5 feet (1524 mm) horizontally from the inside walls of the aquatic vessel.

Exception: Onground storable and permanent inground residential swimming pools, residential spas and residential water features.

Section 315.5 Equalizers.

Delete Section 315.5 in entirety.

Section 320.1 Backwash Water or Draining Water

Revise Section 320.1, as follows:

320.1 Backwash water or draining water. Backwash water and draining water shall be discharged to the sanitary sewer, or into an approved disposal system on the premise, or shall be disposed of by other means approved by the state or local authority. Direct connections shall not be made between the end of the backwash line and the disposal system. Drains shall discharge through an air gap.

Section 321.4 Residential Pool and Deck Illumination

Revise Section 321.4, as follows:

321.4 Residential pool and deck illumination. In residential inground pools and permanent residential spas, lighting shall be installed in accordance with NFPA 70.

321.4.1 Illumination intensity. Underwater lighting shall provide a minimum of 8 lumens per square foot of pool water surface area or overhead lighting that provides not

less than 15 foot-candles (161 lumens) of illumination at all areas of the aquatic vessel surface.

Section 323.1 Handholds Required

Delete Sections 323.1.1 thru 323.1.3 and replace as follows:

323.1.1 Handhold. A handhold shall consist of any of the following:
(a) A continuous coping, ledge or handhold shall be placed a maximum of twelve (12) inches (305 mm) above the water surface or no greater than six (6) inches (152.4 mm) below water level. A ledge shall have a minimum projection of three (3) inches (76 mm). Individual handholds must be at least six (6) inches (152.4 mm) in length and one and one-half (1 ½) inches (38 mm) in depth. Attachment must be made by an approved listed waterproof epoxy. Vanishing edges sloping into the main body of water shall have a maximum wall thickness of fifteen (15) inches (381 mm) when used as a handhold.

(b) A permanently secured railing of one and one-quarter (1 ¼) inches (32 mm) to two (2) inches (51 mm) in diameter placed at a maximum of twelve (12) inches (305 mm) above the water surface and a maximum of six (6) inches (152.4 mm) below the water surface.

Section 324 Wind Sensors

Add a new Section 324, as follows:

324 Wind sensors. Water features and fountains on commercial properties shall be equipped with an integral automatic wind sensor device calibrated to shut off airborne and moving water when wind velocity exceeds twenty miles per hour.

Section 325 Water Features

Add a new Section 325, as follows:

325 Water features. Manmade decorative water features and vanishing edge catch basins greater than 24 inches (610 mm) in depth with walls that are inclined greater than forty-five (45°) degrees shall have a means of entry/egress.

Section 326 Site Work, Setbacks, and Clearance Requirements

Add a new Section 326, as follows:

326.0 Site Work. Excavation areas shall be protected so that they do not endanger life or property. Temporary barricades shall be maintained in place and kept in good order until permanent barriers are installed. It shall be the responsibility of the contractor or owner to verify property line locations prior to excavation.

326.1 Aquatic Vessel Location. Any aquatic vessel shall not be placed closer than 60 inches (1524mm) to any building or structure and shall not encroach within public utility easements. An exception may be permitted when substantiation is provided by a Nevada Licensed Structural or Civil Engineer that no damage will occur to buildings, structures or adjacent properties and that no unsafe structural conditions will exist.

326.2 Drainage. Site Drainage shall be provided to direct all drainage from site, perimeter decks, and roofs away from the aquatic vessel and adjacent buildings and structures.

326.3 (NEC 680.8) Overhead Conductor Clearances. Overhead conductors shall meet the clearance requirements in this section. Where a minimum clearance from the water level is given, the measurement shall be taken from the maximum water level of the specified body of water.

(A) Power. With respect to service drop conductors and open overhead wiring, swimming pool and similar installations shall comply with the minimum clearances given in Table 680.8 and illustrated in Figure 680.8.

(B) Communications Systems. Communication, radio, and television coaxial cables within the scope of Articles 800 through 820 shall be permitted at a height of not less than 3.0 m (10 ft) above swimming and wading pools, diving structures, and observation stands, towers, or platforms.

Table 680.8 Overhead Conductor Clearances

	Clearance Parameters	Insulated Cables, 0–750 Volts to Ground, Supported on and Cabled Together with a Solidly Grounded Bare Messenger or Solidly Grounded Neutral Conductor		All Other Conductors Voltage to Ground			
				0 through 15 kV		Over 15 through 50 kV	
		m	ft	m	ft	m	ft
A.	Clearance in any direction to the water level, edge of water surface, base of diving platform, or permanently anchored raft	6.9	22.5	7.5	25	8.0	27
B.	Clearance in any direction to the observation stand, tower, or diving platform	4.4	14.5	5.2	17	5.5	18
C.	Horizontal limit of clearance measured from inside wall of the pool	This limit shall extend to the outer edge of the structures listed in A and B of this table but not to less than 3 m (10 ft).					

Section 401.1 Public Swimming Pools

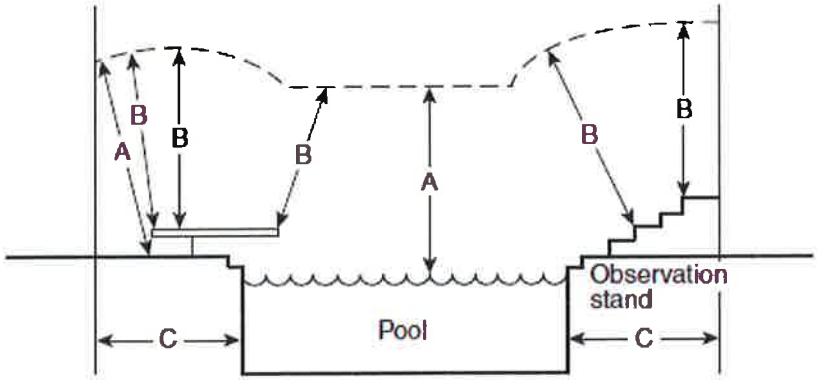

Figure 680.8 Clearances from Pool Structures.

Revise Section 401.1, as follows:

401.1. Public swimming pools. The provisions of this chapter shall apply to public swimming pools. Public swimming pools shall comply with the Southern Nevada Health Districts requirements, in addition to the provisions of this chapter. Public swimming pools covered in this chapter include Class A, Class B, Class C, and Class E pools.

UPDATE REQUIREMENT:

Since the printing of the ANSI/APSP-7 2006 "American National Standard for Suction Entrapment Avoidance in Swimming Pools, Wading Pools, Spas, Hot Tubs, and Catch Basins" which is contained and referenced within the "2012 International Swimming Pool and Spa Code," the Consumer Product Safety Commission has taken actions which modify requirements within this document for compliance to the Virginia Graeme Baker Pool and Spa Safety Act. As such, this department shall require the following to ensure compliance to the federal regulations:

- Listed suction outlet cover/grate – Manufactured: A suction outlet cover/grate that has been tested, certified, and listed by a nationally recognized testing laboratory in accordance with the most recent edition of ANSI/APSP-16 2011 Suction fittings for use in swimming pools, wading pools, spas, and hot tubs.

- All single unblockable outlets shall include one of the following:

    - Safety vacuum release system: A safety vacuum release system which ceases operation of the pump, reverses the circulation flow, or otherwise provides a vacuum release at a suction outlet when a blockage is detected, that been tested by an independent third party agency and found to conform to ASME/ANSI standard A112.19.17 or ASTM standard F2387.; or

    - Suction-limiting vent system: A suction-limiting vent system with a temper-resistant atmospheric opening meeting an applicable performance standard of ASME/ANSI or ASTM; or

    - Gravity drainage system: A gravity drainage system that utilizes a collector tank meeting an applicable performance standard of ASME/ANSI or ASTM; or

    - Drain disablement: A device or system that disables the drain meeting an applicable performance standard of ASME/ANSI or ASTM.

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2014-64 - For Possible Action - Adopts the 2012 Edition of the Uniform Mechanical Code, together with amendments thereto, as the City's Mechanical Code. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopt the 2012 Edition of the Uniform Mechanical Code, together with amendments thereto, as the City's Mechanical Code. The amendments primarily represent adaptations agreed upon by local area jurisdictions.

RECOMMENDATION:
Bill being heard at the Recommending Committee meeting of September 15, 2014 and will be eligible for adoption on this September 17, 2014 City Council meeting.

First Reading – 9/3/2014; First Publication – 9/5/2014

BACKUP DOCUMENTATION:
1. Bill No. 2014-64
2. Southern Nevada Amendments to the 2012 Uniform Mechanical Code

BILL NO. 2014-64

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE 2012 EDITION OF THE UNIFORM MECHANICAL CODE, TOGETHER WITH AMENDMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts the 2012 Edition of the Uniform Mechanical Code, together with amendments thereto.

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

SECTION 1: Title 16, Chapter 24, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16.24.010: Those certain documents, copies of each being on file in the office of the City Clerk, and designated as follows, are adopted by reference and made a part of this Code, to the same effect as if set out herein in full:

(A) Uniform Mechanical Code, [2009] 2012 Edition, designated as Part 1 of this Chapter; and

(B) A document entitled the ["Southern Nevada Amendments to the 2009 Uniform Mechanical Code,"] "Southern Nevada Amendments to the 2012 Uniform Mechanical Code," adding to, deleting from and amending the Uniform Mechanical Code, [2009] 2012 Edition, designated as Part 2 of this Chapter.

SECTION 2: The document entitled the "Southern Nevada Amendments to the 2012 Uniform Mechanical Code," which is attached hereto, is hereby modified as set forth in Section 3 of this Ordinance.

SECTION 3: The amendment concerning Chapter 1 Administration is modified so that it reads:

Delete Chapter 1 in its entirety except Sections 101.1 Title, 102.2 Purpose and 101.3 Scope.

SECTION 4: Ordinance No. 6142, the "Uniform Mechanical Code, 2009 Edition," and

the "Southern Nevada Amendments to the 2009 Uniform Mechanical Code" are hereby repealed in their entirety.

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

SECTION 6: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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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 _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 8-19-14
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2014, 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

SOUTHERN NEVADA AMENDMENTS

TO THE

2012 UNIFORM MECHANICAL CODE

PREFACE

This document was developed by the Southern Nevada Building Officials' UPC/ UMC Committee and presents recommended amendments to the 2012 Uniform Mechanical *Code* (UMC) as published by the International Association of Plumbing and Mechanical Officials (IAPMO).

Participation in the 2012 UPC/ UMC Committee was open to all interested parties. However, voting on amendment proposals was limited to one vote each for the seven Southern Nevada municipalities (Clark County, Henderson, Las Vegas, North Las Vegas, Boulder City, Pahrump, and Mesquite), the Clark County School District, and three industry representatives. All UPC/ UMC Committee proceedings were conducted in accordance with Robert's Rules of Order.

The recommended amendments contained herein are not code unless adopted and codified by governmental jurisdictions. These amendments are not intended to prevent the use of any material or method of construction not specifically prescribed herein, provided any alternates have been approved and their use authorized by the Building Official. This document may be copied and used in whole or in part without permission or approval from the organizations listed on the cover page.

ADOPTION BY CLARK COUNTY

Adopted by action of the Clark County Commission on August 20, 2013 for correlation with the 2012 Uniform Mechanical Code. This document and the 2012 Uniform Mechanical Code shall be effective on July 7, 2014.

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Chapter 1 Administration.

Delete Chapter 1 in its entirety, except for section 101.1 Title and 101.2 Purpose.

Section 304.2 Access to Equipment on Roofs.

Add a new Section 304.2.4

304.2.4 Access to Appliances and Air Moving Systems on Roofs from the exterior.

304.2.4 Appliances and air moving systems located on roofs or other elevated locations may be accessible by permanent roof access ladders, as follows:

(1) Each ladder shall have side railings which extend at least thirty (30) inches (762 mm) above the roof or parapet wall.

(2) Each ladder shall be a minimum of fourteen (14) inches (356 mm) in width.

(3) Each ladder rung shall be spaced at a maximum of fourteen (14) inches (356 mm) on center.

(4) Each ladder shall have a minimum of a six (6) inch (152 mm) toe space.

(5) Each ladder shall have intermediate horizontal landings whenever the ladder height exceeds eighteen feet (5486 mm) above finished grade. Landings shall be placed at eighteen foot (5486 mm) intervals, maximum.

Exceptions:

(1) Permanent exterior ladders providing roof access need not extend closer than eight (8) feet (2438 mm) to the finish grade.

(2) A portable ladder may be used for access for a Group R Division 3 and 4 and U occupancies.

(3) Permanent ladders for equipment access need not be provided at parapets or walls less than thirty (30) inches (762mm) in height.

Section 312.2 Condensate Control.

Revise Section 312.2

312.2 Condensate Control. When a cooling coil or cooling unit is located in an attic or furred space where damage may result from condensate overflow an additional watertight pan of corrosion-resistant metal shall be installed beneath the cooling coil or unit top to catch the overflow condensate due to a clogged primary condensate drain or one of the following methods may be used:

(1) One pan with a standing overflow and a separate secondary drain may be provided in lieu of the secondary drain pan.

(2) One pan with a standing overflow and a water level detection device in lieu of the secondary drain pan. The water level detection device shall conform to UL 508 and shall shut off the equipment served in the event that the primary drain is blocked. The device shall be installed in the overflow drain line or in the equipment-supplied drain pan, located at a point higher than the primary drain line connection and below the overflow rim of the drain pan.

Exception: Fuel-fired appliances that automatically shut down operation in the event of a stoppage in the condensate drainage system.

The additional pan or the standing overflow shall be provided with a drain pipe, minimum 3/4 inch (19.1 mm) nominal pipe size, discharging at a point that can be readily observed.

This requirement is in addition to the requirements in Sections 312.3 and 312.4.

Section 504.3 Clothes Dryers.

Revise Subsection 504.3.1 by adding a new exception

504.3. Clothes Dryers. Moisture exhaust ducts shall terminate on the outside of the building and shall be equipped with a back-draft damper. Screens shall not be installed at the duct termination. Ducts for exhausting clothes dryers shall not be connected or installed with sheet metal screws or other fasteners which will obstruct the flow. Clothes dryer moisture exhaust ducts shall not be connected to a gas vent connector, gas vent or chimney and shall only serve clothes dryers. Clothes dryer moisture exhaust ducts under positive pressure shall not extend into or through ducts or plenums.

Exception: When moisture exhaust ducts terminate vertically through a roof, backdraft dampers are not required.

Section 504.3.1.2 Length Limitation.

Section 504.3.1.2 is amended by the addition of an exception

504.3.1.2 Length Limitation. Unless otherwise permitted or required by the dryer manufacturer's instructions and approved by the Authority Having Jurisdiction, domestic dryer moisture exhaust ducts shall not exceed a total combined horizontal and vertical length of fourteen (14) feet (4,263 mm), including two (2) 90 degree (1.57 rad) elbows. Two (2) feet (610 mm) shall be deducted for each 90 degree (1.57 rad) elbow in excess of two.

Exception: Lengths may be increased when justified by calculations prepared by a Nevada Licensed Mechanical Engineer.

Section 510.7 Interior Installations.

Add a new Subsection 510.7.1.4

510.7.1.4 Unless specifically listed, the structural supports for a duct enclosure shall be outside the enclosure.

Section 511.2 Airflow.

Add a new Subsection 511.2.4 Performance Test

511.2.4 Performance Test. Upon completion and before final approval of the installation of a ventilation system serving commercial food heat-processing equipment, a performance test shall be performed to verify the rate of airflow and proper operation as specified in this chapter or manufacturer's listing. The permittee shall furnish the necessary test equipment and devices required to perform the tests and shall provide the jurisdiction with an accurate, completed, and signed test report. The report shall be on a form supplied by the jurisdiction or on a form containing equivalent information. At the discretion of the building official, the performance test

may be required to be witnessed by the Authority Having Jurisdiction, performed by an approved third party testing agency.

Section 608.1 General.

Revise Section 608.1 by adding a new paragraph following the exceptions:

Upon completion and before final approval of the air-moving system provided with the required smoke detectors, a performance test shall be performed to verify compliance of detector installation to manufacturer's instructions and system compatibility as specified in this chapter. The permittee shall furnish the necessary test equipment and devices required to perform the tests and shall provide the jurisdiction with an accurate, completed, and signed test report. The report shall be on a form supplied by the jurisdiction or on a form containing equivalent information. At the discretion of the building official, the performance test may be required to be witnessed by the Authority Having Jurisdiction, performed by an approved third party testing agency.

Section 802.6.2 Additional Termination Requirements.

Add an exception to 802.6.2.1

> **Exception:** A single-family residence having gas vents twelve (12) inches (300 mm) in size or smaller with listed caps shall be permitted to be terminated in accordance with Figure 802.6.2, provided they are at least four (4) feet (1.2 m) from a vertical wall or similar obstruction.

Section 1001.1 Applicability.

Delete Chapter 10 in its entirety except Section 1001.1 and revise Section 1001.1

1001.1 Applicability. For boilers and water heaters less than 120 gallon capacity, or a BTU input rating less than 200,000, or less than 160 pounds per square inch of pressure, see Chapter 5 of the Uniform Plumbing Code. For all other units, contact the Mechanical Section of the Nevada Division of Occupational Safety and Health, part of the Office of Business and Industrial Relations.

Table 1105.1 Permissible Refrigeration Systems

Revise Table 1105.1, as follows:

Table 1105.1

Permissible Refrigeration Systems[1]

Occupancy Group[4]	High - Probability System	Low Probability System	Machinery Room
A-1	Group A1 only	Any	
A-2	Group A1 only	Any	Any
A-3	Group A1 only	Any	Any
A-4	Group A1 only	Any	Any
B	Group A1[2] only	Any	Any
E	Group A1only	Any	Any
F-1	Group A1[2] only	Any	Any
F-2	Any[2]	Any	Any
H-1	Any	Any	Any
H-2	Any	Any	Any
H-3	Any	Any	Any
H-4	Group A1 only	Any	Any
H-5	Group A1 only	Any	Any
I-1	Group A1[3] only	Any	Any
I-2	None	Any	Any
I-3	None	Any	Any
I-4	Group A1[3] only	Any	Any
M	Group A1[2] only	Any	Any
R-1	Group A1 only	Any	Any
R-2	Group A1 only	Any	Any
R-3	Group A1 only	Any	Any
R-4	Group A1 only	Any	Any
S-1	Group A1[2] only	Any	Any
S-2	Any[2]	Any	Any
U	Any	Any	Any

Notes:

[1] See Section 1105.0.

[2] Any refrigerant may be used within a high-probability system when the room of space complies with Section 1105.3.

[3] The allowable quantities shown in Table 1102.2 shall be reduced by 50 percent for all institutional occupancies except kitchens, laboratories, and mortuaries.

[4] Occupancy classifications are defined in the Building Code.

Section 1302.0 General.

Revise Section 1302 by adding a new Subsection 1302.2

1303.2.2 Dry Gas – A gas having a moisture and hydrocarbon dew point below any normal temperature to which the gas piping is exposed. Southern Nevada shall be considered a dry gas condition area unless specified by the local gas purveyor.

Section 1311.1.6 Piping Underground Beneath Buildings.

Delete *Subsection 1311.1.6 and replace in its entirety*

1311.1.6 Piping Underground Beneath Buildings. No gas piping shall be installed in or on the ground under any building or structure unless installed in gastight conduit, and all exposed gas piping shall be kept at least six (6) inches (152 mm) above grade or structure. The term "building or structure" shall include structures such as porches and steps, whether covered or uncovered, breezeways, roofed porte-cocheres, roofed patios, carports, covered walks, covered driveways, and similar structures or appurtenances. All gas piping under a slab shall be capable of being removed and replaced.

The conduit shall be of material approved for installation underground beneath buildings and not less than Schedule 40 pipe. The interior diameter of the conduit shall be not less than one-half (1/2) inch (15 mm) larger than the outside diameter of the gas piping.

The conduit shall extend to a point at least (12) inches (305 mm) beyond any area where it is required to be installed or to the outside wall of a building, and the outer ends shall not be sealed. Where the conduit terminates within a building, it shall be readily accessible and the space between the conduit and the gas piping shall be sealed to prevent leakage of gas into the building.

Exception: Products listed for such use.

Section 1316.9 Test Pressure.

Delete Subsection 1316.9 and replace in its entirety as follows:

1316.9 Test Pressure. This inspection shall be made after all piping authorized by the permit has been installed and after all portions thereof which are to be covered or concealed are so concealed and before any fixtures, appliance, or shutoff valve has been attached thereto. Gas valves may be installed when permitted by the manufacturer to withstand test pressures. This inspection shall include an air, CO2 or nitrogen pressure test, at which time the gas piping shall stand a pressure of not less than ten (10) pounds per square inch (68.9 kPa) gauge pressure, or at the discretion of the Authority Having Jurisdiction, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. Test pressures shall be held for a length of time satisfactory to the Authority Having Jurisdiction, but in no case for less than fifteen (15) minutes, with no perceptible drop in pressure. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches (356 mm) water column pressure, the test pressure shall not be less than sixty (60) pounds per square inch (413.4 kPa) and shall be continued for a length of time satisfactory to the Authority Having Jurisdiction, but in no case for less than thirty (30) minutes. These tests shall be made using air, CO2, or nitrogen pressure only and shall be made in the presence of the Administrative Authority. All necessary apparatus for conducting tests shall be furnished by the permit holder. Test gauges used in conducting tests shall comply with Section 1303.3.3.

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2014-65 - For Possible Action - Adopts the 2012 Edition of the Uniform Plumbing Code, together with amendments thereto, as the City's Plumbing Code. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopt the 2012 Edition of the Uniform Plumbing Code, together with amendments thereto, as the City's Plumbing Code. The amendments primarily represent adaptations agreed upon by local area jurisdictions.

RECOMMENDATION:
Bill being heard at the Recommending Committee meeting of September 15, 2014 and will be eligible for adoption on this September 17, 2014 City Council meeting.

First Reading – 9/3/2014; First Publication – 9/5/2014

BACKUP DOCUMENTATION:
1. Bill No. 2014-65
2. Southern Nevada Amendments to the 2012 Uniform Plumbing Code

BILL NO. 2014-65

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE 2012 EDITION OF THE UNIFORM PLUMBING CODE, TOGETHER WITH AMENDMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts the 2012 Edition of the Uniform Plumbing Code, together with amendments thereto.

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

SECTION 1: Title 16, Chapter 28, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16.28.010: Those certain documents, copies of each being on file in the Office of the City Clerk, and designated as follows, are adopted by reference and made a part of this Code, to the same effect as if set out herein in full:

(A) Uniform Plumbing Code, **[**2009**]** 2012 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled [“Southern Nevada Amendments to the 2009 Uniform Plumbing Code,”] “Southern Nevada Amendments to the 2012 Uniform Plumbing Code,” adding to, deleting from and amending the Uniform Plumbing Code, **[**2009**]** 2012 Edition, designated as Part 2 of this Chapter.

SECTION 2: The document entitled “Southern Nevada Amendments to the 2012 Uniform Plumbing Code” is attached hereto.

SECTION 3: The document entitled “Southern Nevada Amendments to the Uniform Plumbing Code, 2012 Edition,” is amended by adding thereto the following language:

Section 312.4 of the Uniform Plumbing Code, 2012 Edition, is amended by adding thereto a new sentence, reading as follows:

All copper piping under the slab must be sleeved.

SECTION 4: Ordinance No. 6141, the "Uniform Plumbing Code, 2009 Edition," and the "Southern Nevada Amendments to the 2009 Uniform Plumbing Code," as amended, are hereby repealed in their entirety.

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

SECTION 6: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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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 _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 8-19-14
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2014, 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

SOUTHERN NEVADA AMENDMENTS

TO THE

2012 UNIFORM PLUMBING CODE

PREFACE

This document was developed by the Southern Nevada Building Officials' UPC/ UMC Committee and presents recommended amendments to the 2012 Uniform Plumbing *Code* (UPC) as published by the International Association of Plumbing and Mechanical Officials (IAPMO).

Participation in the 2012 UPC/ UMC Committee was open to all interested parties. However, voting on amendment proposals was limited to one vote each for the seven Southern Nevada municipalities (Clark County, Henderson, Las Vegas, North Las Vegas, Boulder City, Pahrump, and Mesquite), the Clark County School District, and three industry representatives. All UPC/ UMC Committee proceedings were conducted in accordance with Robert's Rules of Order.

The recommended amendments contained herein are not code unless adopted and codified by governmental jurisdictions. These amendments are not intended to prevent the use of any material or method of construction not specifically prescribed herein, provided any alternates have been approved and their use authorized by the Building Official. This document may be copied and used in whole or in part without permission or approval from the organizations listed on the cover page.

ADOPTION BY CLARK COUNTY

Adopted by action of the Clark County Commission on August 20, 2013 for correlation with the 2012 Uniform Plumbing Code. This document and the 2012 Uniform Plumbing Code shall be effective on July 7, 2014.

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Section 101.0 General.

Delete Chapter 1, with the exception of Sections 101.1, 101.2, 101.3 and replace Section 101.4.

101.4 Plumbing Licensing Provision. Provision for licensing shall be determined by the Administration Provision of Authority Having Jurisdiction.

Section 310.4 Use of Vent and Waste Pipes.

Revise *section 310.4, as follows:*

310.4 Use of Vent and Waste Pipes. Except as hereinafter provided in Sections 908.0, 909.0 and 910.0, no vent pipe shall be used as a soil or waste pipe, nor shall any soil or waste pipe be used as a vent.

> **Exception:** Single stack DWV systems may be used provided they are designed by a Nevada registered Mechanical Engineer and approved by the authority having jurisdiction.

Section 403.2 Water Closets.

Revise Section 403.2, as follows:

403.2 Water Closets. Water closets, either flush tank, flushometer tank, or flushometer valve operated, shall have an average consumption of 1.6 gallons (6.1 liters) of water per flush. A timing device or other mechanism which will automatically flush a water closet periodically or continually is prohibited.

Section 403.3 Urinals.

Revise Sections 403.3, as follows:

403.3 Urinals. Urinals shall have an average water consumption of 1 gallon (3.8 liters) of water per flush. A timing device or other mechanism which will automatically flush a urinal periodically or continually is prohibited.

Section 409.4 Limitations of Hot Water In Bathtubs and Whirlpool Bathtubs.

Revise Section 409.4 by adding a new exception, as follows:

409.4 The Limitation of Hot Water in Bathtubs and Whirlpool Bathtubs. The maximum hot water temperature discharging from the bathtub and whirlpool bathtub filler shall be limited to 120°F (49°C) by a device that conforms to ASSE 1070 or CSA B125.3. The water heater thermostat shall not be considered a control for meeting this provision.

> **Exception:** An ASSE 1017 listed device may be acceptable when the maximum temperature setting for the device is 120°F.

Section 410.3 Limitations of Water Temperature in Bidets.

Revise Section 410.3 by adding a new exception, revise as follows:

410.3 Limitation of Water Temperature in Bidets. The maximum hot water temperature discharging from a bidet shall be limited to 110°F (43°C) by a device that conforms to ASSE 1070 or CSA B125.3. The water heater thermostat shall not be considered a control for meeting this provision.

Exception: An ASSE 1017 listed device may be acceptable when the maximum temperature setting for the device is 120°F. In no case shall the setting for the bidet exceed 110°F.

Section 418.3 Location of Floor Drains.

Add a new Item 4 to Subsection 418.3

418.3 Item (4) All Fire Pump rooms shall be provided with a (3) inch (76 mm) minimum floor drain which must be connected to an approved trap primer.

Section 421.2 Limitation of Hot Water for Public Lavatories.

Revise Section 421.2 by adding a new exception

421.2 Limitation of Hot Water Temperature for Public Lavatories. Hot water delivered from public use lavatories shall be limited to a maximum temperature of 120°F (49°C) by a device that conforms to ASSE 1070 or CSA B125.3. The water heater thermostat shall not be considered a control for meeting this provision.

Exception: An ASSE 1017 listed device may be acceptable when the maximum temperature setting for the device is 120°F.

Section 422.0 Minimum Number of Required Fixtures.

Delete Section 422.1 through 422.5 and Table 422.1 in their entirety and replace 422.1, revise as follows:

422.1 Fixture Count. Plumbing fixtures shall be provided for the type of occupancy and in the minimum number as required by the currently adopted Building Code.

Section 507 Other Water Heater Installation Requirements.

Revise Section 507.13

507.13 Installation in Garages. Appliances in garages and in adjacent spaces that open to the garage and are not part of the living space of a dwelling unit shall be installed so that the burners, elements, Thermostats and burner-ignition devices are located not less than 18 inches (457mm) above the floor unless listed as flammable vapor ignition resistant. (NFPA 54:9.1.10.1)

Section 508.3.4 Exterior Access to Equipment and Appliances on Roofs.

Add Subsection 508.3.4, as follows:

508.3.4 Exterior Access to Equipment and Appliances on Roofs. When permitted, equipment and appliances located on roofs or other elevated locations may be accessible by permanent roof access ladders, as follows:

(1) Each ladder shall have side railings which extend at least thirty (30) inches (762 mm) above the roof or parapet wall.

(2) Each ladder shall be a minimum of fourteen (14) inches (356 mm) in width.

(3) Each ladder rung shall be spaced at a maximum of fourteen (14) inches (356 mm) on center.

(4) Each ladder shall have a minimum of a six (6) inch (152 mm) toe space.

(5) Each ladder shall have intermediate horizontal landings whenever the ladder height exceeds eighteen feet (5486 mm) above finished grade. Landings shall be placed at eighteen foot (5486 mm) intervals, maximum.

Exceptions:

1. Permanent exterior ladders providing roof access need not extend closer than eight (8) feet (2438 mm) to the finish grade.
2. A portable ladder may be used for access for a Group R Division 3 and 4 and U occupancies.
3. Permanent ladders for equipment access need not be provided at parapets or walls less than thirty (30) inches (762mm) in height.

Section 509.6.2 Additional Termination Requirements.

Add an exception to Subsection 509.6.2, item #1, revise as follows:

Exception: A single-family residence having gas vents twelve (12) inches (300 mm) in size or smaller with listed caps shall be permitted to be terminated in accordance with Figure 509.6.2, provided they are at least four (4) feet (1.2 m) from a vertical wall or similar obstruction.

Items (2) through (6) remain unchanged.

Section 603.4.2 Testing.

Revise Subsection 603.4.2, as follows:

603.4.2 Testing. The premise owner or responsible person shall have the backflow prevention assembly tested by a certified backflow assembly tester at the time of installation, repair, or relocation and not less than on an annual schedule thereafter, or more often when required by the Authority Having Jurisdiction. The certified tester shall leave a copy of their backflow certification on site along with a copy of the certification of each device tested. The periodic testing shall be performed in accordance with the procedures referenced in Table 1401.1 by a tester qualified in accordance with those standards.

Section 603.5.12 Beverage Dispensers.

Revise Subsection 603.5.12, as follows:

603.5.12 Beverage Dispensers. Potable water supply to beverage dispensers, carbonated beverage dispensers, or coffee machines shall be protected by a listed reduced pressure principle backflow preventer as approved by the authority having jurisdiction. For carbonated beverage dispensers, piping installed downstream of the backflow preventer shall not be affected by carbon dioxide gas.

Section 608.5 Drains.

Revise Section 608.5 Drains, as follows:

608.5 Drains. Relief valves located inside a building shall be provided with a drain, not smaller than the relief valve outlet, of galvanized steel, hard- drawn copper piping and fittings, CPVC, PP, flexible corrugated connectors complying with 604.12, or listed relief valve drain tube with fittings that will not reduce the internal bore of the pipe or tubing (straight lengths as opposed to coils) and shall extend from the valve to the outside of the building with the end of the pipe not more than two (2) feet (610 mm) nor less than six (6) inches (152 mm) above the ground or the flood level of the area receiving the discharge and pointing downward. Temperature and Pressure Relief (T & P) drains shall discharge to the exterior of the building structural conditions or the manufacturers listing prevent this termination. T&P drains may discharge through an air gap into a secondary clothes washer port, or through an air gap in a floor sink or a floor drain provided they are located in normally unoccupied areas. No part of such drain pipe shall be trapped or subject to freezing. The terminal end of the drain pipe shall not be threaded.

Section 704.3 Commercial Dishwashing Machines and Sinks.

Revise Section 704.3, as follows:

704.3 Commercial Dishwashing Machines and Sinks. Pot sinks, scullery sinks, dishwashing sinks, silverware sinks, commercial dishwashing machines, and other similar fixtures shall drain indirectly to the drainage systems by means of an air gap.

Section 707.10 Fittings.

Add an exception to the end of section 707.10, as follows:

707.10 Fittings. Cleanout fittings shall be not less in size than those given in Table 707.1.

> **Exception:** Where a 2-1/2" (inch) cleanout is required, a 2" (inch) cleanout may be used for horizontal branch waste lines.

Section 710.1 Backflow Protection.

Delete Section 710.1, add new Section, as follows:

710.1 Backflow Protection. Drainage Piping servicing fixtures which have flood level rims located below the elevation of the next upstream manhole cover of the public or private sewer serving such drainage piping shall be protected from backflow of sewage by installing an

approved type backwater valve; Other than a single dwelling unit served by an individual sewer, fixtures above such elevation shall not discharge through the backwater valve.

Section 801.2.2 Walk-In Coolers.

Revise Subsection 801.2.2

801.2.2 Walk-in Coolers For walk-in coolers, floor drains shall be permitted to be connected to a separate drainage line discharging into an outside receptor. The flood level rim of the receptor shall be not less than six (6) inches (152 mm) lower than the lowest floor drain. Such floor drains shall be trapped and individually vented. Cleanouts shall be provided at every ninety (90) degree (1.6 rad) turn and shall be accessibly located. Such waste shall discharge through an airgap into a trapped and vented receptor, except that full-size airgap is required where the indirect waste pipe may be under vacuum.

Section 801.2 Food and Beverage Handling Establishments.

Add a new section 801.2.4, as follows:

801.2.4 Floor Sinks. Floor sinks shall be installed flush with the finished floor and shall be accessible for cleaning.

Section 804.1 Standpipe Receptors.

Revise Section 804.1 by adding a new second paragraph, as follows:

When any indirect waste piping other than the discharge from the clothes washer is terminated into a washer box, a double port clothes washer box shall be used. The second port shall be permanently connected to the vertical receptor standpipe via a wye branch fitting or a listed multiport clothes washer box may be used. The clothes washer shall discharge through an air break into the primary receptor standpipe. All other indirect waste piping shall discharge into the secondary port through an air gap.

Section 1009.0 Industrial Interceptors (clarifiers) and Separators.

Delete Sections 1009.0 through 1017.2, retain Table 1014.3.6 and add new Sections 1009.0, 1010.0, 1011.0, 1012.0, and 1013.0, as follows:

1009.0 - Gravity Grease interceptors

1009.1 General. A grease interceptor shall be provided for proper handling of liquid wastes containing grease. A grease interceptor as described in these standards shall be installed in any business establishment with kitchen facilities including restaurants, cafes, lunch counters, cafeterias, supermarkets, convenience stores, bakeries, bars and clubs, hotels, hospitals, sanitariums, factory or school kitchens, or any other commercial establishment where grease may be introduced into the sewer system.

Special consideration shall be given to every fish, fowl and animal slaughterhouse or establishment; every fish, fowl and meat packing or curing establishment; every soap factory, tallow rendering, fat rendering and hide curing establishment; or any other establishment from which considerable amounts of grease are likely to be discharged into the sewer system. Written application describing exact operation and anticipated volumes of grease shall be made to the Sanitation Authority Having Jurisdiction to determine the standards for such systems.

1009.2 Fixtures. The waste discharge from fixtures and equipment which may contain grease from the businesses set out previously shall be drained through a grease interceptor or grease interceptors. Fixtures such as, but not limited to, the following are included: scullery sinks, pot and pan sinks, dishwashing machines, soup kettles and similar cooking equipment, trash compactors, floor drains in grease generating areas, and trash can wash areas.

1009.3 Prohibited fixtures. The waste lines from toilets, urinals, and other similar fixtures shall not drain through a grease interceptor.

1009.4 Location.

(1) Grease interceptors shall be so installed and connected that they shall be at all times easily accessible for inspection, cleaning and removal of the intercepted grease.

(2) Grease interceptors shall be placed as close as practical to the fixtures served.

(3) Grease interceptors shall be located on the exterior of buildings unless specifically approved otherwise in writing by the health district.

(4) Grease interceptors shall be so located as to be accessible for service without the use of ladders or the removal of bulky equipment.

(5) Location of all grease interceptors shall be shown on the approved plans.

(6) Each grease interceptor shall serve only one business establishment. Multiple business connections to a single interceptor are not permitted. Unless approved by the sanitation authority in writing.

(7) An accessible hose bib shall be located within 25 feet (7620 mm) of every grease interceptor.

1009.5 Size.

(1) Grease interceptors shall be sized in accordance with Table 10-3. Interceptors shall not be more than one size larger than required in Table 10-3.

NOTE: For situations not covered by Table 10-3, a submittal showing the interceptor size and calculations shall be approved by the sanitation authority prior to building official plan approval. For business establishments other than commercial restaurants, a specific submittal shall be approved by the sanitation authority prior to building official plan approval. Such designs shall be prepared by a Nevada Registered Engineer.

(2) All grease interceptors shall have a minimum of two compartments with a minimum of 3 inch (76.2 mm) diameter fittings designed for grease retention. The fittings shall be installed in the following manner: A sanitary tee shall be installed at the inlet, a sanitary tee on the inlet side of the interceptor baffle, and a sanitary tee installed at the outlet.

(3) There shall be adequate access for cleaning all areas of the separator. A minimum of one access point into each compartment within the separator shall be provided. In addition, no access points shall be further apart than 10 feet (3048 mm) regardless of the number of compartments. Separator covers shall be of gas-tight construction. Interceptor covers shall have a minimum opening dimension of twenty (20) inches (508 mm) in diameter.

(4) All waste shall enter the grease interceptor through the inlet pipe.

(5) Grease interceptors shall be so designed that they will not become air bound. Each interceptor shall be properly vented with a relief vent located on the outlet side of the interceptor.

(6) Cleanouts shall be installed in the drainage piping inlet and outlet side of each grease interceptor and the outlet side of each sample box.

(7) Each fixture discharging into a grease interceptor shall be individually trapped and vented in an approved manner.

(8) Each grease interceptor shall have an approved water seal of not less than two (2) inches (50.8 mm) in depth or the diameter of its outlet whichever is greater.

(9) When grease interceptors are located in areas of pedestrian or vehicle travel, the design of the interceptor shall be adequate to support the imposed load. Structural calculations to verify its adequacy may be required.

(10) A sample box shall be provided on the outlet side of each grease interceptor down stream of the required cleanout and vent.

1009.6 Water Test. A water test shall be applied to the level of the top of the interceptor inlet opening through the outlet opening or discharge side of the sample box. Interceptors shall show no leakage from section seams, pinholes or other imperfections. Any leakage below this level is cause for rejection.

(1) **Backfill**. Interceptors shall not be backfilled until the inspection has been made to verify there are no leaks.

1010.0 Sand/Oil Interceptors.

1010.1 Where Required. An interceptor shall be provided for the proper handling of liquid wastes containing oil (of petroleum origin), sand, inert solids or any other similar substances.

NOTE: A sand/oil interceptor is not intended for the disposal of hazardous waste or as a backup system for accidental spills.

Interceptors as described in these standards shall be installed in, but not limited to, the following locations: car washes, motor vehicle, boat or airplane storage yards, gasoline and diesel service stations, repair garages or any other similar facility which may introduce sand and oil into the sewer system.

Submittal of a written application describing the exact facility operation and the types and anticipated volumes of waste to be generated may be required by the building official.

1010.2 Fixtures. The waste discharge from fixtures and equipment which may contain sand, oil-based wastes, and inert solids shall drain only through an interceptor. This requirement includes, but is not limited to, the following: floor drains, floor sinks, special processing equipment, trench drains, and area drains.

1010.3 Prohibited Fixtures. The waste line from toilets, urinals, lavatories and other similar fixtures, which discharge domestic wastes only, shall not drain through the interceptor.

1010.4 Location.

(1) Sand/ oil interceptors shall be so installed and connected that they shall be at all times accessible for inspection, cleaning and removal of the intercepted waste.

(2) Sand / oil interceptors shall be placed as close as practical to the fixtures served.

(3) Sand/ oil interceptors shall be located on the exterior of buildings unless specifically approved otherwise in writing by the sanitation authority.

(4) Sand/ oil interceptors shall be located as to be accessible for service without the use of ladders or the removal of bulky equipment.

(5) Location of all sand/oil interceptors shall be shown on the approved plans.

(6) Each sand/ oil interceptor shall serve only one business establishment. Multiple business connections to a single sand/ oil interceptor are not permitted unless approved by the sanitation authority in writing.

1010.5 Size and Design.

(1) All sand/oil interceptors shall be a minimum of three hundred (300) gallons (40 cubic feet) (1136 l) of total liquid capacity with a minimum floating liquid capacity of 55 gallons (208 l).

(2) All sand/oil interceptors shall have a minimum of two compartments with a minimum of 3 inch (76.2 mm) diameter fittings designed for retention. The fittings shall be installed in the following manner: a 90^0 long sweep shall be installed at the interceptor inlet, a sanitary tee shall be installed on the inlet side of the interceptor baffle, and a sanitary tee installed at the outlet.

(3) There shall be adequate access for cleaning all areas of the separator. A minimum of one (1) access point into each compartment within the separator shall be provided. In addition, no access points shall be further apart than ten (10) feet (3048 mm) regardless of number of compartments. Access covers shall have a minimum opening dimension of twenty (20) inches (508 mm) in diameter. Separator covers shall be of gas-tight construction.

(4) The sand/oil interceptor shall be properly vented and designed to prevent it from becoming air bound in accordance with this code.

(5) Each business establishment for which a sand/oil interceptor is required shall be provided with an interceptor which shall serve that establishment only and no others. Separate owners or lessees within a large business or establishment shall require separate interceptors.

(6) Each sand/oil interceptor shall have a water seal of not less than six (6) inches (152 mm).

(7) When separators are located in areas of foot or vehicle traffic, the design of the separator shall be adequate for the imposed load. Structural calculations performed by a Nevada Registered Engineer to verify adequacy may be required.

(8) Any private or public wash rack or slab used for cleaning machinery or machine parts, shall drain to a sand/oil separator, and shall be adequately protected against storm or surface water intrusion.

(9) Design standards other than those listed above may be acceptable. Redwood baffles shall not be used for new or existing interceptors. Any alternate design shall be prepared by a Nevada Registered Engineer and submitted for review and approval by the sanitation authority and the building official.

(10) Cleanouts shall be installed in the drainage piping inlet and outlet side of each sand/oil interceptor and the outlet side of each sample box.

(11) A sample box shall be provided on the outlet side of the interceptor down stream of the required cleanout and vent.

1010.6 Water Test. A water test shall be applied to the level of the top of the interceptor inlet opening through the outlet opening or discharge side of the sample box. Interceptors shall show no leakage from section seams, pinholes or other imperfections. Any leakage below this level is cause for rejection.

(1) **Backfill**. Interceptors shall not be backfilled until the inspection has been made to verify there are no leaks.

1011.0 Maintenance of interceptors.

1011.1 Grease and sand/oil interceptors shall be maintained in efficient operating condition by periodic removal of the accumulated grease or sand/oil. No such collected grease, sand/oil, or any material collected from the interceptor shall be introduced into any drainage piping, public or private sewers. The materials removed from interceptors shall be handled and disposed of in a proper manner in accordance with published health district and sanitation authority requirements. Illegal dumping of waste into the sewer shall not be allowed.

1011.2 Maintenance records for each installed interceptor shall be maintained on the premises at all times and presented to a duly authorized agent of the sanitation authority upon request.

1011.3 The Authority Having Jurisdiction shall have the authority to mandate the installation of additional equipment or devices and enforce a maintenance program.

1012.0 Abandoned interceptors. Abandoned interceptors shall be cleaned and filled as required by Section 722.0 of the Plumbing Code for abandoned sewers and sewage disposal facilities.

1013.0 Existing Buildings. Whenever an existing building has a change in use which requires an interceptor or whenever there is an increase in the total number of drainage fixture units served by an existing interceptor, one or more interceptors shall be installed in the drainage system serving the building meeting the requirements of Section 1009 and 1010.

Section 1101.5 Subsoil Drains.

Amend section 1101.5, as follows:

1101.5 Subsoil Drains. Where required by the geotechnical engineer or the authority having jurisdiction, subsoil drains shall be provided around the perimeter of buildings having basements, cellars, or crawl spaces or floors below grade. Such subsoil drains shall be permitted to be positioned inside or outside of the footing, shall be of perforated, or open-jointed approved drain tile or pipe not less than three (3) inches (80 mm) in diameter, and shall be laid in gravel, slag, crushed rock, approved three-quarter (3/4) inch (19.1 mm) crushed recycled glass aggregate, or other approved porous material with not less than (4) inches (102 mm) surrounding the pipe. Filter media shall be provided for exterior subsoil piping.

Section 1101.9 Filling Stations and Motor Vehicle Washing Establishments.

Delete section 1101.9 in its entirety.

Section 1101.10 Paved Areas.

Delete section 1101.10 in its entirety.

Section 1103.0 Traps on Storm Drains and Leaders.

Delete section 1103.0 in its entirety.

Section 1104.3 Combining Storm with Sanitary Drainage.

Delete section 1104.3 in its entirety.

Section 1202.0 General.

Add a new subsection 1202.2 to Section 1202 General, as follows:

1202.2 Dry Gas – A gas having a moisture and hydrocarbon dew point below any normal temperature to which the gas piping is exposed. Southern Nevada shall be considered a dry gas condition area unless specified by the local gas purveyor.

Section 1210.1.6. Piping Underground Beneath Buildings.

Delete *Subsection 1210.1.6 and replace its entirety, as follows:*

1210.1.6 Piping Underground Beneath Buildings. No gas piping shall be installed in or on the ground under any building or structure unless installed in gastight conduit, and all exposed gas piping shall be kept at least six (6) inches (152 mm) above grade or structure. The term "building or structure" shall include structures such as porches and steps, whether covered or uncovered, breezeways, roofed porte-cocheres, roofed patios, carports, covered walks, covered driveways, and similar structures or appurtenances. All gas piping under a slab shall be capable of being removed and replaced.

The conduit shall be of material approved for installation underground beneath buildings and not less than Schedule 40 pipe. The interior diameter of the conduit shall be not less than one-half (1/2) inch (15 mm) larger than the outside diameter of the gas piping.

The conduit shall extend to a point at least (12) inches (305 mm) beyond any area where it is required to be installed or to the outside wall of a building, and the outer ends shall not be sealed. Where the conduit terminates within a building, it shall be readily accessible and the space between the conduit and the gas piping shall be sealed to prevent leakage of gas into the building.

Exception: Products listed for such use.

Section 1213.3 Test Pressure.

Delete Section 1213.3 *in its entirety, and replace as follows:*

1213.3 Test Pressure. This inspection shall be made after all piping authorized by the permit has been installed and after all portions thereof which are to be covered or concealed are so concealed and before any fixtures, appliance, or shutoff valve has been attached thereto. This inspection shall include an air, CO2 or nitrogen pressure test, at which time the gas piping shall stand a pressure of not less than ten (10) pounds per square inch (68.9 kPa) gauge pressure, or at the discretion of the Administrative Authority, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. Test pressures shall be held for a length of time satisfactory to the Administrative Authority, but in no case for less than fifteen (15) minutes, with no perceptible drop in pressure. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches (356 mm) water column pressure, the test pressure shall not be less than sixty (60) pounds per square inch (413.4 kPa) and shall be continued for a length of time satisfactory to the Administrative Authority, but in no case for less than thirty (30) minutes. These tests shall be made using air, CO2, or nitrogen pressure only and shall be made in the presence of the Administrative Authority. All necessary apparatus for conducting tests shall be furnished by the permit holder. Test gauges used in conducting tests shall comply with Section 318.0, Test Gauges.

Chapter 13 Health Care Facilities and Medical Gas and Vacuum Systems.

Delete Chapter 13 in its entirety

Chapter 15 Fire Stop Protection.

Delete Chapter 15 in its entirety

Chapter 16 Alternate Water Sources for Nonpotable Applications.

Delete Sections 1601 General and 1602 Gray water systems in the entirety and replace Section 1603.1, as follows:

1603.1 Reclaimed Water Systems - General

The provisions of Part II of this chapter shall not be allowed in residential buildings and shall apply to the installation, construction, alteration, and repair of reclaimed water systems intended to supply uses such as water closets urinals, trap primers for floor drains, floor sinks, irrigation, industrial processes, water features and other uses approved by the Authority Having Jurisdiction. Potable water supplied as makeup water in these systems shall be protected against back-pressure and back-syphonage in accordance with Sections 602.0 and 603.0.

Appendix F Firefighter Breathing Air Replacement Systems.

Delete Appendix F in its entirety and refer to the Fire Code for adoption

Appendix H Private Sewage Disposal Systems.

Delete Appendix H in its entirety.

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2014-66 - For Possible Action - Adopts the 2011 Edition of the National Electrical Code, together with local amendments thereto. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopt the 2011 Edition of the National Electrical Code, together with local amendments thereto. The amendments represent adaptations agreed upon by local area jurisdictions.

RECOMMENDATION:
Bill being heard at the Recommending Committee meeting of September 15, 2014 and will be eligible for adoption on this September 17, 2014 City Council meeting.

First Reading – 9/3/2014; First Publication – 9/5/2014

BACKUP DOCUMENTATION:
1. Bill No. 2014-66
2. Southern Nevada Amendments to the 2011 National Electrical Code

BILL NO. 2014-66

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE 2011 EDITION OF THE NATIONAL ELECTRICAL CODE, TOGETHER WITH LOCAL AMENDMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts the 2011 Edition of the National Electrical Code, together with local amendments thereto.

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

SECTION 1: Title 16, Chapter 12, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16.12.010: Those certain documents, copies of which are on file in the Office of the City Clerk, and being marked and designated as follows, are adopted by reference as and for the City's Electrical Code:

(A) National Electrical Code, **[**2008**]** 2011 Edition, hereby designated as Part 1 of this Chapter; and

(B) The Southern Nevada Amendments to the **[**2008**]** 2011 National Electrical Code, hereby designated as Part 2 of this Chapter.

SECTION 2: The document entitled "Southern Nevada Amendments to the 2011 National Electrical Code," referred to in Section 1 of this Ordinance, is attached hereto.

SECTION 3: Ordinance No. 6143, the "National Electrical Code, 2008 Edition," and the "Southern Nevada Amendments to the 2008 National Electrical Code" are hereby repealed in their entirety.

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

subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 8-19-14
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2014, 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

SOUTHERN NEVADA AMENDMENTS

TO THE

2011 NATIONAL ELECTRICAL CODE

PREFACE

This document was developed by the Southern Nevada Building Officials' Electrical Code Committee and presents recommended amendments to the 2011 *National Electrical Code* (NEC) as published by the National Fire Protection Association (NFPA).

Participation in the 2012 Electrical Code Committee was open to all interested parties. However, voting on amendment proposals was limited to one vote each for the seven Southern Nevada municipalities (Clark County, Henderson, Las Vegas, North Las Vegas, Boulder City, Pahrump, and Mesquite), the Clark County School District, and three industry representatives. All Electrical Code Committee proceedings were conducted in accordance with Robert's Rules of Order.

The recommended amendments contained herein are not code unless adopted and codified by governmental jurisdictions. These amendments are not intended to prevent the use of any material or method of construction not specifically prescribed herein, provided any alternates have been approved and their use authorized by the Building Official. This document may be copied and used in whole or in part without permission or approval from the organizations listed on the cover page.

ADOPTION BY CLARK COUNTY

Adopted by action of the Clark County Commission on August 20, 2013 for correlation with the 2011 National Electric Code. This document and the 2011 National Electric Code shall be effective on July 7, 2014.

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Article 100 Definitions

Add a new definition to article 100, as follows:

Conductors, Abandoned
Installed conductors or cables that are not terminated at both ends at a connector or other equipment and not identified for future use with a tag.

Section 110.12 Mechanical Execution of Work.

Add a new Subsections (C) and (D) to Section 110.12, as follows:

110.12 Mechanical Execution of Work.

(C) Abandoned Conductors and Cables. For those structures regulated by the Building or Swimming Pool Code, no electrical conductors or cables shall be abandoned in place. Such conductors or cables shall be removed from the building or structure unless otherwise approved by the Building Official or designated representative based upon consideration of safety and combustibility.

(D) Used Materials and Equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the building official. Equipment used in temporary installations, such as power poles, generators, etc. are allowed to be re-used provided they are properly maintained and approved.

Section 210.8(B) Other Than Dwelling Units.

Add a new Subsection (9) to Section 210.8 (B) Other Than Dwelling Unit, as follows:

(B) Other Than Dwelling Units.

(...)

(9) Food and/or beverage serving areas regulated by the Health District.

Section 210.23 Permissible Loads.

Add a new Subsection (E) to Section 210.23, as follows:

(E) Dwelling Branch Circuits

> **(1) Maximum Number (15-ampere).** The maximum number of outlets on a 15-ampere, 125 volt (nominal) luminaire circuit shall be twelve (12) and shall not contain general purpose receptacle outlets.

Exception No. 1: Dedicated branch circuits feeding only IC rated recessed luminaires and/or low wattage energy efficient luminaires may use Article 220.14(D) for computing the maximum number of luminaire outlets.

Exception No. 2: In branch circuits serving smoke detectors the smoke detector outlets need not be counted with other luminaire outlets.

Exception No. 3: As an alternate, receptacles may be included at the discretion of the Building Official subject to approved circuited plans including maximum 5% voltage drop at 80% of overcurrent device rating.

(2) Maximum Number (20-ampere). The maximum number of outlets on a 20 ampere, 125-volt (nominal) circuit used exclusively for receptacles, for luminaire outlets or for any combination of receptacles and luminaire outlets shall be twelve (12).

Exception No. 1: Dedicated branch circuits feeding only IC rated recessed luminaires and/or low wattage energy efficient luminaires may use Article 220.14(D) for computing the maximum number of luminaire outlets.

Exception No. 2: In branch circuits serving smoke detectors the smoke detectors need not be counted with the other luminaire and/or receptacle outlets.

(3) Individual Branch Circuits. The following fastened-in-place appliances are required to have a separate minimum 20-ampere circuit: dishwasher, trash compactor and microwave oven. The required laundry circuit may serve one (1) additional outlet in the laundry area.

Section 210.52(A)(2) Wall Space.

Revise Section 210.52(A)(2), as follows:

(2) Wall Space. As used in this section, a wall space shall include the following:

(1) Any space 600mm (2 ft.) or more in width (including space measured around corners) and unbroken along the floor line by doorways and similar opening, fireplaces, and fixed cabinets

(2) The space occupied by fixed panels in exterior walls, excluding sliding panels. Where panels consist of multiple sliding panels only the first panel in each direction may be excluded.

(3) The space afforded by fixed room dividers, such as freestanding bar-type counters or railings

Exception:
As used in this section, wall space shall not include the following:

1. The space behind operable doors

2. Entries, hallways, and similar areas less than 5 ft wide in bedrooms

Section 210.52(F) Laundry Areas.

Add a new exception No. 3 to Section 210.52(F), as follows:

> Exception No. 3: In structures more than four (4) stories in height where the configuration of a laundry area is such that only an electrically heated stackable type washer/dryer unit utilizing 208 volt or 240 volt power can be accommodated, the receptacle may be considered as meeting the laundry circuit requirement.

Section 210.70(A)(1) Habitable Rooms.

Revise Item (1) in Section 210.70(A), as follows:

(1) Habitable Rooms. At least one wall switch-controlled lighting outlet shall be installed in every habitable room and bathroom. Unless prohibited by structural design, a wall switch shall be located within 1.8 m (6 ft) of the point of entry, and shall not be located behind an active door in the fully open position. Doors capable of being fixed in place are not to be considered active doors.

The remainder of this section remains unchanged

Section 210.70(A)(2) Additional Locations.

Revise item (a) in Section 210.70(A)(2):

(2) Additional Locations. Additional lighting outlets shall be installed in accordance with (A)(2)(a), (A)(2)(b) and (A)(2)(c).

> (a) At least one wall switch-controlled lighting outlet shall be installed in hallways, stairways, attached garages, and detached garages with electric power. Hallways of 3.0 m (10 ft) or more in length shall have wall switches at every end. There shall be a wall switch within 1.8 m (6 ft) of each bedroom door unless prohibited by structural design.
>
> *The remaining section is without change.*

Revise item (b) in Section 210.70(A)(2), as follows:

> **(2) Additional Locations.** Additional lighting outlets shall be installed in accordance with (A)(2)(a), (A)(2)(b) and (A)(2)(c).
>
> (b) For dwelling units, attached garages, and detached garages with electric power, at least one wall-switch controlled lighting outlet shall be installed to provide illumination on the exterior side of outdoor entrances or exits with grade level access. A vehicle door shall not be considered as an outdoor entrance or exit. At least one wall switch that

controls an interior lighting outlet shall be located at each keyed exterior entry. This switch shall be located within 1.8 m (6 ft) of the latching jamb side, unless prohibited by structural design, and not behind an active door in the fully open position. Doors capable of being fixed in place are not to be considered active doors.

Section 220.84(C) Calculated Loads.

Delete item (5) in Section 220.84(C), in its entirety and add Section (D)

(D) Heating and Air Conditioning Load. The largest of the following six selections (load in kVA) shall be included:

(1) 100 percent of the nameplate rating(s) of the air conditioning and cooling.

(2) 100 percent of the nameplate rating(s) of the heat pump when the heat pump is used without any supplemental electric heating.

(3) 100 percent of the nameplate ratings of electric thermal storage and other heating systems where the usual load is expected to be continuous at the full nameplate value. Systems qualifying under this selection shall not be calculated under any other selection in 220.84(D).

(4) 100 percent of the nameplate rating(s) of the heat pump compressor and 65 percent of the supplemental electric heating for central electric space heating systems. If the heat pump compressor is prevented from operating at the same time as the supplementary heat, it does not need to be added to the supplementary heat for the total central space heating load.

(5) 65 percent of the nameplate rating(s) of electric space heating if less than four separately controlled units.

(6) 40 percent of the nameplate rating(s) of electric space heating if four or more separately controlled units.

Section 225.32 Location.

Revise Section 225.32 in its entirety, as follows:

225.32 Location. The disconnecting means shall be installed as described in 230.70 of these amendments. For the purposes of this section, the requirements in 230.6 shall be utilized.

Exception No. 1: For installations under single management, where documented safe switching procedures are established and maintained for disconnection, and where the installation is monitored by qualified individuals, the disconnecting means shall be permitted to be located elsewhere on the premises.

Exception No. 2: For buildings or other structures qualifying under the provisions of Article 685, the disconnecting means shall be permitted to be located elsewhere on the premises.

Exception No. 3: For towers or poles used as lighting standards, the disconnecting means shall be permitted to be located elsewhere on the premises.

Exception No. 4: For accessory buildings to one and two-family dwellings the disconnecting means may be installed either inside or on the exterior of the accessory structure.

Section 230.11 Location of Customer Owned Service Lateral or Drop.

Add a new Section 230.11, as follows:

230.11 Location of Customer Owned Service Lateral or Drop. All conductors shall traverse only the property to be served except through recorded power easements.

Section 230.70 General.

Revise Section 230.70, in its entirety.

230.70 General. Means shall be provided to disconnect all ungrounded service entrance conductors to a building or structure.

(A) Location. The service disconnecting means shall be installed in accordance with 230.70(A)(1), (2), (3), (4) and (5).

(1) **Exterior of the Building.** The service disconnecting means shall be installed in a readily accessible exterior location and within 3.7 m (12 ft.) of the building or structure. Where the distance is greater than 3.7 m (12 ft.) from the building or structure the service disconnecting means shall be considered as a separate structure.

Exception No1: *A fire pump and its associated electrical equipment.*

(2) **Electrical Equipment Room.** The service disconnecting means may be installed within a dedicated electrical equipment room with a readily accessible direct access on the exterior of a building or structure. Such rooms shall be separated from all other rooms or spaces within the building by a minimum of one (1) hour fire resistive construction and shall have approved Fire Department access.

(3) **Bathrooms.** Service disconnecting means shall not be installed in bathrooms.

(4) **Remote Control.** Where a remote control device(s), required by another code such as in a fire command center, is used to actuate the service disconnecting means, the service disconnecting means shall be located in accordance with 230.70(A)(1) or (2). The remote control device shall be supervised by a local signaling service that causes an audible signal and illumination of an amber visual signal at the Fire Command Center and at each auxiliary location required for the Life Safety System.

(5) **Emergency Systems, Information Technology Equipment and Uninterruptible Power Supplies (UPS).** Emergency Systems driven by prime movers and UPS Systems shall have separate disconnecting means with separate identification. Information Technology Equipment rooms complying with Article 645.2 shall be permitted to have their disconnecting means installed per article 645.10 and 645.11 if identified at the same location as the "Service Disconnect."

(B) Marking. Each service disconnecting means shall be marked with a sign(s). When located in a dedicated electrical room the exterior door(s) providing access to the disconnecting means located in a dedicated electrical room shall be permanently marked with a sign(s). Each sign shall be a minimum 0.093sq.m (1 sq. foot), colored yellow with

25.4mm (1 inch) high, 6.35 mm (¼ inch) stroke raised or engraved letters and/or numbers indicating the address or unit it serves and be identified as the "Electrical Service Disconnect(s)" and/or "Electrical Service Disconnect(s) Inside." Emergency Systems disconnects shall be permanently marked with sign(s), identified as "Emergency Electrical Disconnect(s)" and/or "Main Emergency Electrical Disconnect(s) Inside." When the service disconnecting means is located inside a dedicated electrical room and it is not the first service disconnect encountered or there are multiple service disconnects there shall be a directional 75mm (3inch) wide painted yellow stripe on the floor from the entry door(s) to each service disconnect. Other durable means of identification may be used with prior approval by The Authority Having Jurisdiction.

Exception: *One and two family dwelling units and their associated accessory structures.*

(C) Suitable for Use. Each service disconnecting means shall be suitable for the prevailing conditions. Service equipment installed in hazardous (classified) locations shall comply with the requirements of Articles 500 through 517.

Section 230.202 Service-Entrance Conductors.

Add a new Subsection (C) to Section 230.202.

(C) Conductors Considered Outside the Building. Service-entrance conductors shall be installed in accordance with Article 230.6.

Section 230.205(A) Location.

Revise Section 230.205(A), as follows:

(A) Location. The service disconnecting means shall be located in accordance with 230.70. For either overhead or underground primary distribution systems on private property, under single management with a Life Safety System, Fire Command Center and 24 hour on-site qualified maintenance personnel, the service disconnect shall be permitted to be located in a location that is not readily accessible, if the disconnecting means can be operated by mechanical linkage from a readily accessible point, or electronically in accordance with 230.205 (C), where applicable. The main electrical room is not required to be located on the exterior of the building or other structure.

Section 230.205(C) Remote Control.

Revise 230.205(C), as follows:

(C) Remote Control. For multi-building, industrial installations under single management, the service disconnecting means shall be permitted to be located at a separate building or structure. In such cases, the service disconnecting means shall be permitted to be electrically operated by a readily accessible device. The remote control device shall be supervised by a local signaling device that causes an audible signal and the illumination of an amber visual signal at the Fire Command Center and at each auxiliary location required for the Life Safety System.

Section 240.6 Standard Ampere Ratings.

Revise Section 240.6(B) and delete subsection (C), as follows:

(B) Adjustable-Trip Circuit Breakers. The rating of adjustable-trip circuit breakers having external means for adjusting the current setting (long-time pickup setting), shall be the maximum setting possible.

Section 240.86 Series Ratings.

Revise Section 240.86, as follows:

240.86 Series Ratings. Where a circuit breaker is used on a circuit having an available fault current higher than the marked interrupting rating by being connected on the load side of an acceptable overcurrent device having a higher rating, the circuit breaker shall meet the requirements specified in (A) or (B), and (C). All of the information including manufacturers and part numbers of each component making up the series combination rating shall be provided on the submittal drawings for plans examination and permit. Only those manufacturers and part numbers shall be permitted for the installation.

Section 250.32(A) Grounding Electrode.

Revise Section 250.32(A), as follows:

(A) Grounding Electrode. For the purposes of this section all buildings or structures not joined by a continuous concrete foundation or footing and roof shall be considered as separate buildings or structures. Building(s) or structure(s) supplied by feeder(s) or branch circuit(s) shall have a grounding electrode system installed in accordance with Part III of Article 250. The grounding electrode conductor(s) shall be connected in accordance with 250.32 (B) or (C). Where there is no existing grounding electrode, the grounding electrode(s) required in 250.50 shall be installed.

Section 250.50 Grounding Electrode System.

Revise Section 250.50, as follows:

250.50 Grounding Electrode System. All grounding electrodes as described in 250.52(A)(1) through (A)(7) that are present at each building or structure served shall be bonded together to form the grounding electrode system. Where none of these grounding electrodes exist, one or more of the grounding electrodes specified in 250.52(A)(4) through (A)(7) shall be installed and used. The concrete-encased electrode described in Article 250.52(A)(3) shall be required for new buildings and structures that are supplied with electrical power and have concrete foundations or footings.

Exception: Concrete-encased electrodes of existing buildings or structures shall not be required to be part of the grounding electrode system where the steel reinforcing bars or rods are not accessible for use without disturbing the concrete.

Section 250.52(A)(5) Rod Electrodes.

Revise Item (5) of Section 250.52(A), in its entirety, as follows:

(5) Rod Electrodes. Rod electrodes shall not be less than 2.44 m (8 ft) in length and shall consist of stainless steel and copper or zinc coated steel and shall be at least 15.875mm (5/8 in.)in diameter, unless listed.

Section 250.52(A) Electrodes Permitted for Grounding.

Delete Item (7) of Section 250.52(A), in its entirety and renumber the subsequent items sequentially, as follows:

(7) Other Local Metal Underground Systems or Structures.

The remainder of this section remains unchanged

Section 250.53 Grounding Electrode System Installation.

Revise Section 250.53(A), as follows:

250.53 Grounding Electrode System Installation

Informational Note: See 547.9 and 547.10 for special grounding and bonding requirements for agricultural buildings.

(A) Rod Electrodes. Rod electrodes shall meet the requirements of 250.53(A)(1) through (A)(3).

(1) Below Permanent Moisture Level. If practicable, rod electrodes shall be embedded below permanent moisture level. Rod electrodes shall be free from nonconductive coatings such as paint or enamel.

(2) Supplemental Electrode Required. A single rod electrode shall be supplemented by an additional electrode of a type specified in 250.52(A)(2) through (A)(7). The supplemental electrode shall be permitted to be bonded to one of the following:

(1) Rod electrode
(2) Grounding electrode conductor
(3) Grounded service-entrance conductor
(4) Nonflexible grounded service raceway
(5) Any grounded service enclosure

Exception: *If a single rod grounding electrode has a resistance to earth of 25 ohms or less, the supplemental electrode shall not be required.*

(3) Supplemental Electrode. If multiple rod electrodes are installed to meet the requirements of this section, they shall not be less than 1.8 m (6 ft) apart.

Informational Note: The paralleling efficiency of rods is increased by spacing them twice the length of the longest rod.

Revise Section 250.53 (B), as follows:

(B) Electrode Spacing. Where more than one of the electrodes of the type specified in 250.52(A)(5) are used, each electrode of one grounding system (including that used for strike termination devices) shall not be less than 1.83 m (6 ft) from any other electrode of another grounding system. Two or more grounding electrodes that are bonded together shall be considered a single grounding electrode system.

Revise Sections 250.53(D)(2,) as follows:

(2) Supplemental Electrode Required. A metal underground water pipe shall be supplemented by an additional electrode of a type specified in 250.52(A)(2) through (A)(7). If the supplemental electrode is of the rod type, it shall comply with 250.53(A). The supplemental electrode shall be bonded to one of the following:

(1) Grounding electrode conductor
(2) Grounded service- entrance conductor
(3) Nonflexible grounded service raceway
(4) Any grounded service enclosure
(5) As provided by 250.32(B)

Exception: *The supplemental electrode shall be permitted to be bonded to the interior metal water piping at any convenient point as specified in 250.68(C)(1), Exception.*

Revise Sections 250.53(E), as follows:

(E) Supplemental Electrode Bonding Connection Size. Where the supplemental electrode is a rod electrode, that portion of the bonding jumper that is the sole connection to the supplemental grounding electrode shall not be required to be larger than 6 AWG copper wire or 4 AWG aluminum wire.

Revise Section 250.53(G), as follows:

(G) Rod Electrodes. The electrode shall be installed such that at least 2.44 m (8 ft) of length is in contact with the soil. It shall be driven to a depth of not less than 2.44 m (8 ft) except that, where rock bottom is encountered, the electrode shall be driven at an oblique angle not to exceed 45 degrees from the vertical or, where rock bottom is encountered at an angle up to 45 degrees, the electrode shall be permitted to be buried in a trench that is at least 750 mm (30 in.) deep. The upper end of the electrode shall be flush with or below ground level unless the aboveground end and the grounding electrode conductor attachment are protected against physical damage as specified in 250.10.

Delete (H) of Section 250.53, in its entirety.

Section 250.94 Bonding for Other Systems.

Add new Items (7) & (8) to Section 250.94, as follows:

(7) A set of listed terminals shall be permitted to be connected to the concrete-encased electrode as defined in Article 250.52(A)(3).

(8) A set of listed terminals shall be permitted to be connected to the concrete-encased electrode conductor as defined in Article 250.24(D), 250.30(A)(3), 250.30(A)(4), 250.30(B)(1) and 250.32(E).

Section 250.120(D) Equipment Grounding Conductor

Add a new Subsection (D) to Section 250.120, as follows:

(D) Equipment Grounding Conductor. All raceways installed on roofs shall contain an equipment grounding conductor sized per Table 250.122 installed with the circuit conductors.

Exception No. 1: *Low voltage, communication and similar type systems unless required elsewhere in the Code.*

Exception No. 2: *As permitted by Article 250.86 for short sections of metal enclosures or raceways.*

Section 310.15(B)(3)(c) Circular Raceways Exposed to Sunlight on Rooftops.

Revise code section 310.15(B)(3)(c), as follows:

(c) ***Circular Raceways Exposed to Sunlight on Rooftops.*** Where conductors or cables are installed in circular raceways exposed to direct sunlight on or above rooftops, one of the following conditions shall be met:

(1) All conductors shall have an insulation rating of 90 degree C and the conduits shall be installed at least 3 ½" above the roof surface.

(2) The adjustments shown in Table 310.15(B)(3)(c) shall be added to the outdoor temperature to determine the applicable ambient temperature for application of the correction factors in Table 310.15(B)(2)(a) or Table 310.15(B)(2)(b).

Informational Note: One source for the average ambient temperatures in various locations is the ASHRAE Handbook—*Fundamentals*.

Section 314.24 Minimum Depth of Boxes for Outlets, Devices, and Utilization Equipment.

Revise Section 314.24, as follows:

314.24 Minimum Depth of Boxes for Outlets, Devices, and Utilization Equipment. Outlet and device boxes shall have sufficient depth to allow equipment installed within them to be mounted properly and without likelihood of damage to conductors within the box. All boxes for outlets, devices, utilization equipment or junction boxes less than 200 mm (8 inches) in any dimension, shall have no more than two extension boxes or one extension box and one plaster ring.

Exception: *Listed unit(s) or assembly(s).*

Section 352.10(F) Exposed.

Revise Section 352.10(F), as follows:

(F) Exposed. PVC conduit shall be permitted for exposed work. PVC conduit used exposed in areas of physical damage shall be Schedule 80 and listed as sunlight resistant.

Informational Note: PVC Conduit, Type Schedule 80, is identified for areas of physical damage.

Section 358.12 EMT - Uses Not Permitted.

Add new items (7), (8) and (9) to Section 358.12, as follows:

(7) Embedded within concrete or masonry in contact with the earth
(8) Underground installations
(9) Within earth fills

Section 514.11(A) General.

Revise Section 514.11 (A) Circuit Disconnects-General, as follows:

(A) General. Each circuit leading to or through dispensing equipment, including all associated power, communications, data, and video circuits, and equipment for remote pumping systems, shall be provided with a clearly identified and readily accessible switch or other approved means, located remote from the dispensing devices, to disconnect simultaneously from the source of supply, all conductors of the circuits, including the grounded conductor, if any. Single-pole breakers utilizing handle ties shall not be permitted. The switch shall be a momentary contact type. The disconnect station sign shall be 0.093 sq. m (1 ft square), colored yellow and have black, 25.4 mm (1 inch) high, 6.35 mm (¼ inch) stroke permanent lettering describing it as "Emergency Pump Shutoff".

Section 600.4(C) Visibility.

Revise as follows:

(B) Visibility. The markings required in 600.4(A) and listing labels shall not be required to be visible after installation but shall be permanently applied in a location visible during servicing. At least one label must be visible at the time of inspection.

Section 600.41(D) Protection.

Revise Section 600.41(D), as follows:

(D) Protection. Field-installed skeleton tubing shall not be subject to physical damage. Where the tubing is readily accessible to other than qualified persons, field-installed skeleton tubing

shall be provided with suitable guards or protected by other approved means. Installations less than 2.44 m (8 ft.) above finished grade or floor level shall be considered as readily accessible.

Section 680.42(B) Bonding.

Add Exception No. 2 to Section 680.42(B), as follows:

680.42(B) Bonding.
Bonding by metal-to-metal mounting on a common frame or base shall be permitted.

> **Exception No. 1:** The metal bands or hoops used to secure wooden staves shall not be required to be bonded as required in 680.26.
>
> **Exception No. 2:** A listed self-contained spa or hot tub that meets all of the following conditions shall not be required to have equipotential bonding of perimeter surfaces installed as required in 680.26(B)(2):
>
> (1) Is installed in accordance with manufacturer's instructions on or above grade.
> (2) The vertical measurement from all permanent surfaces within 30 horizontal inches (76 cm) of the spa to the top rim of the spa is greater than 28 inches (71 cm).

Article 682 Natural and Artificially Made Bodies of Water.

Delete Article 682 in its entirety

Section 700.1 Scope.

Revise Section 700.1, as follows:

700.1 Scope. For the purposes of this section, items considered as meeting the requirements for high rise applications (i.e. buildings with an occupied floor located more than 17 m (55 ft) above the lowest level of fire department vehicle access) to be placed on the emergency distribution system may include: Emergency illumination, exit signage, electric fire pumps, fire jockey or makeup pumps, fire alarm equipment, smoke control equipment, one elevator per bank of elevators, cooling and heating equipment for emergency electrical rooms and elevator machine rooms, FAA required obstruction lighting, battery chargers for emergency generating equipment, heating equipment for freeze protection of fire sprinkler systems, telecommunications equipment (i.e. for 911 applications) fire command center loads such as monitoring and display equipment and other equipment approved by the Authority Having Jurisdiction that will enhance the survivability of life safety systems.

The provisions of this article apply to the electrical safety of the installation, operation, and maintenance of emergency systems consisting of circuits and equipment intended to supply, distribute, and control electricity for illumination, power, or both, to required facilities when the normal electrical supply or system is interrupted.

Section 700.10(D) Fire Protection.

Revise Section 700.10(D), as follows:

(D) Fire Protection. Emergency systems shall meet the additional requirements in (D)(1) through (D)(3) in any occupancy(s) of 300 or more persons or in buildings with an occupied floor located more than 17 m (55 ft) above the lowest level of fire department vehicle access.

Section 700.10(D)(2) Feeder-Circuit Equipment.

Revise Section 700.10(D)(2) and add a new exception, as follows:

(2) Feeder-Circuit Equipment. Equipment for feeder circuits (including transfer switches, transformers, and panelboards) shall be located either in spaces fully protected by approved automatic fire suppression systems (including sprinklers, carbon dioxide systems) or in spaces with a 2-hour fire resistance rating. This equipment shall meet one of the following requirements:

1. Be rated NEMA 3R
2. Be located in room(s) dedicated to this equipment
3. Be separated from normal power equipment by double the working clearance required by Table 110.26(A) or Table 110.34(A) in any direction

Exception: *System components described in Article 701 may occupy the same space as emergency systems.*

Section 700.12 General Requirements.

Revise Section 700.12, as follows:

700.12 General Requirements. Current supply shall be such that, in the event of failure of the normal supply to, or within the building or group of buildings concerned, emergency lighting, emergency power, or both shall be available within the time required for the application but not to exceed 10 seconds. The supply system for emergency purposes, in addition to the normal services to the building and meeting the general requirements of this section, shall be one or more of the types of systems described in 700.12(A) through (E). Unit equipment in accordance with 700.12(F) shall satisfy the applicable requirements of this article.

In selecting an emergency source of power, consideration shall be given to the occupancy and the type of service to be rendered, whether of minimum duration, as for evacuation of a theater, or longer duration, as for supplying emergency power and lighting due to an indefinite period of current failure from trouble either inside or outside the building.

Equipment shall be designed and located so as to minimize the hazards that might cause complete failure due to flooding, fires, icing, and vandalism.

Equipment for sources of power as described in 700.12(A) through 700.12(E) shall meet the following additional requirements in any occupancy(s) of 300 or more persons or in buildings with an occupied floor located more than 17m (55 ft) above the lowest level of fire department vehicle access. This equipment shall be installed in spaces fully protected by approved automatic fire suppression systems (sprinklers, carbon dioxide systems, and so forth) or in spaces protected by a fire-rated assembly listed to achieve a minimum fire rating of one-hour.

Informational Note No. 1: For the definition of *Occupancy Classification*, see Section 6.1 of NFPA *101*-2009, *Life Safety Code*.

Informational Note No. 2: Assignment of degree of reliability of the recognized emergency supply system depends on the careful evaluation of the variables at each particular installation. For further information, see ANSI/IEEE 493-2007, *Recommended Practice for the Design of Reliable Industrial and Commercial Power Systems.*

Section 700.12(B)(7) Location.

Add a new Subsection 7 to Section 700.12(B), as follows:

(7) Location. The emergency generator shall not be located more than 17 m (55 ft) above the lowest level of fire department vehicle access. When the generator set is located inside a building it shall be located in a room dedicated to the Emergency Power Supply System. This room shall be separate from the interior of the building by a minimum of two-hour resistive construction or shall be in room(s) fully protected by approved automatic fire suppression systems. Unless otherwise required by Building Codes openings for generator cooling and exhaust shall not be required to be fire-resistive construction.

When a generator set is located within 1.5 m (5 ft) of a building it shall be separated from the building with a rated separation wall equal to the highest fire rating within the building that has no openings. It shall be installed within an approved enclosure and protected from physical damage.

When a generator set is located more than 1.5 m (5 ft) from a building it shall be installed within an approved enclosure and protected from physical damage.

Section 800.24 Mechanical Execution of Work.

Add section (A) to Section 800.24

800.24 Mechanical Execution of Work. Communications circuits and equipment shall be installed in a neat and workman like manner. Cables installed exposed on the surface of ceilings and sidewalls shall be supported by the building structure in such a manner that the cable will not be damaged by normal building use. Such cables shall be secured by hardware, including straps, staples, cable ties, hangers, or similar fittings designed and installed so as not to damage the cable. The installation shall also conform to 300.4(D) and 300.11.

(A) Low voltage cabling installed in a concealed space of a Type I or Type II building shall be non-combustible (plenum rated), or installed in a metal raceway. Cables installed without raceways shall be installed per the manufacturer's installation instructions.

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2014-58 - For Possible Action - Amends the Town Center Development Standards Manual to reinstate the Employment Center Mixed Use (EC-TC) District. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will amend the Town Center Development Standards Manual to reinstate the Employment Center Mixed Use (EC-TC) District. The district was deleted earlier this year because, as of 2013, there were no longer any parcels with that designation. It has been proposed to reinstate the district to allow for a broader range of mixed uses within Town Center that might be proposed for the area.

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. 2014-58
2. Exhibit A

BILL NO. 2014-58

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL TO REINSTATE THE EMPLOYMENT CENTER MIXED USE (EC-TC) DISTRICT, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Amends the Town Center Development Standards Manual to reinstate the Employment Center Mixed Use (EC-TC) District.

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 Sections 2 to 9, inclusive, of this Ordinance.

SECTION 2: Section A.5.F of the Manual is amended to read as follows:

F. Employment Center Mixed Use (EC-TC):

The Employment Center Mixed Use District [was] is intended to accommodate needed non-polluting and non-nuisance services which, under normal circumstances, would not otherwise be found in a Central Business District. Given the land use constraints of the Centennial Hills Sector Plan, few opportunities for light manufacturing uses exist within the Centennial Hills sector of the City. [As of the approval of MOD-47016, all EC-TC designated parcels have been converted to some other Special Land Use Designation. Therefore, new development under this designation is no longer anticipated and will not be available under this Manual.] Given the propensity for visual pollution, all uses within the district are required to be completely self-contained within a structure, thus giving the appearance of a business park. The Employment Center Mixed Use District permits the broadest spectrum of uses within the Town Center; however, residential opportunities are minimal.

Local supporting land uses such as parks, other public recreational facilities, some schools and churches are also allowed in this district.

SECTION 3: Table 1 (the Permitted Uses Matrix), as found at the end of Section B.2 of the Manual, is amended by including within the table, at the appropriate locations:

(A) New entries for the uses "Heavy Machinery and Equipment (Rental, Sales and Service)," "Light Assembly and Fabrication," "Thrift Shop," and "Towing and Impound Yard."

(B) A new column for the EC-TC district, showing the land use treatment within that district of the various uses identified in the Manual.

The entries for the new uses, as well as the new column for the EC-TC district (EC, as referred to in the table), are indicated by underlining and are set forth in Exhibit A to this Ordinance.

SECTION 4: Section B.3.B of the Manual is amended by adding thereto the follow entries in the appropriate locations, and renumbering other entries as appropriate:

LIGHT ASSEMBLY AND FABRICATION

a. No outside storage is permitted.

b. All processing, manufacturing, storage of materials, equipment and products shall be performed in a completely enclosed building.

c. There shall be no audible or noticeable indication of a manufacturing operation outside the building.

d. There shall be no smoke, dust or foreign matter emitted.

THRIFT SHOP

a. No outdoor display, sales or storage of any merchandise shall be permitted.

b. The use shall comply with the applicable requirements of Title 6 of the Las Vegas Municipal Code.

SECTION 5: Section B.4.B of the Manual, is amended by adding thereto the follow entries in the appropriate locations, and renumbering other entries as appropriate:

HEAVY MACHINERY AND EQUIPMENT (RENTAL, SALES, AND SERVICE)

a. Shall not locate within 330 feet of any single-family detached dwelling.

. . .

TOWING AND IMPOUND YARD

a. All areas used for the parking and storage of operable vehicles shall be paved.

b. All stored, damaged, or wrecked vehicles, parts, and equipment shall be stored within an enclosed structure with the access bays located so as not to be visible from adjoining properties or public rights-of-way.

c. Shall not locate within 330 feet of any single-family detached dwelling.

SECTION 6: Section C.1.C of the Manual is amended by amending Table 2 appearing therein to add a new column pertaining to the EC-TC district, showing the standards applicable to that district. The new column, to be incorporated into Table 2, is shown below, with new material indicated by underlining and the EC-TC district being shown as EC:

Standard	**EC**
Height[1] (# of stories)	2
Min. Front Yard Setback	15
Min. Side Yard Setback	10
Min. Corner Side Yard Setback	15
Min. Rear Yard Setback	20
Min. Lot Width	NA
Max. Lot Coverage	NA

SECTION 7: Section C.2.B.9 of the Manual is amended to read as follows:

9. In the SC-TC, GC-TC, [and] SX-TC, and EC-TC districts, a 15-foot wide landscape planter, in addition to the width of any detached or attached sidewalk, shall be provided between the right-of-way and the proposed use.

SECTION 8: Section C.2.B.11 of the Manual is amended to read as follows:

11. The 20 percent open space requirement in LVMC 19.10.060(E) shall be applied to the GC-TC, SC-TC, UC-TC, SX-TC, [and] MS-TC, and EC-TC districts of Town Center.

SECTION 9: Section F.2.A of the Manual is amended by amending the section heading and introductory paragraph to read as follows:

A. Signs In Service Commercial (SC-TC), [and] General Commercial (GC-TC) and Employment Center Mixed Use (EC-TC)

The following standards are applicable to those areas of the Centennial Hills Town Center designated on the adopted Land Use Plan as Service Commercial (SC-TC), [and] General Commercial (GC -TC) and Employment Center Mixed Use (EC-TC). Any sign proposed within this district that is not expressly permitted by the sign provisions of these standards is prohibited.

SECTION 10: The Department of Planning is authorized and directed to incorporate into the Town Center Development Standards Manual the amendments made by this Ordinance, including, as deemed necessary or appropriate, any rearrangement and renumbering of entries, any parallel reference changes, and corresponding changes to the table of contents.

SECTION 11: 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 12: 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 _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 8-19-14
Val Steed, Deputy City Attorney Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2014, 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

EXHIBIT A

USES	EC
Animal Hospital, Clinic or Shelter (with no Outside Pens)	S
Animal Hospital, Clinic or Shelter (with Outside Pens)	S
Auto Parts (Accessory Installation)	
Auto Repair Garage (Major)	S
Auto Repair Garage (Minor)	S
Auto Smog Check	C
Auto Title Loan	
Automobile Rental	P
Beer/Wine/Cooler Off-Sale Establishment	S
Beer/Wine/Cooler On and Off-Sale Establishment	S
Beer/Wine/Cooler On-Sale Establishment	S
Boat and Trailer Dealership (New and Used)	C
Building and Landscape Material/Lumber Yard	C
Bus Charter Service and Service Facility	S
Car Wash, Full Service or Auto Detailing	S
Caretaker/Domestic Quarters or Security Unit	C
Cemetery/Mausoleum	S
Church/House of Worship	P
College, University or Seminary	P
Commercial Recreation/Amusement (Indoor)	P
Commercial Recreation/Amusement (Outdoor)	
Community Recreational Facility, Public	P
Convalescent Care Facility/Nursing Home	
Convenience Store (with Fuel Pumps)	S
Copy Center	P
Country Club, Private	
Crematory	S
Electric Utility Substation	S
Financial Institution, Specified	
Financial Institution, General (with Drive-Through)	
Financial Institution, General (without Drive-Through)	
Gaming Establishment, Restricted License	S
Garden Supply/Plant Nursery	P
General Personal Service	P
General Retail Store	P
Government Facility	P
Health Club	P
Heavy Machinery and Equipment (Rental, Sales and Service)	S
Helipad	S
High Density (25 + du/ac)- Mixed Use	S
High Density (25 + du/ac)- Single Use	
Home Occupation	C
Hospital	P
Hotel, Motel or Hotel Suites	S
Individual Care - Family Home	
Individual Care - Group Home	
Individual Care Center	P
Laboratory, Medical or Dental	P
Laundry, Self Service	P
Library, Art Gallery or Museum (Public)	P

USES	EC
Light Assembly and Fabrication	C
Liquor Establishment (Tavern)	S
Low Density (1-5.5 du/ac)	
LPG Installation	S
Massage Establishment	
Massage, Accessory	
Medium Residential (12.1 -25 du/ac)	
Medium-Low Residential (5.6 - 8 du/ac)	
Medium-Low Residential Attached (8.1-du/ac)	
Mini-Storage Facility	S
Mortuary or Funeral Chapel	C
Motor Vehicle Sales (New)	C
Motor Vehicle Sales (Used)	C
Museum or Art Gallery (Private)	C
Night Club	S
Office Medical or Dental	P
Office, other than listed	P
Open Air Vending/Transient Sales Lot	
Outdoor Storage, Accessory	C
Package Liquor Off-Sale Establishment	S
Parking Facility	P
Pet Boarding	C
Pet Shop	C
Post Office, Local Service	P
Private Club, Lodge or Fraternal Organization	P
Private Sports Arena, Stadium or Track	S
Private Street	
Public Park or Playground	P
Public or Private School, Primary	
Public or Private School, Secondary	
Radio, TV or Microwave Communication Tower	S
Recreational Vehicle and Boat Storage	S
Rental Store	P
Rescue Mission, Shelter for the Homeless	S
Restaurant	P
Restaurant with Alcohol	S
Restaurant with Drive-through	S
Restaurant with Service Bar	S
Retail Establishment with Accessory Package Liquor Off-Sale	S
Secondhand Dealer	
Senior Citizen Apartments (Mixed Use)	
Senior Citizen Apartments (Single Use)	
Service Station	S
Shopping Center	P
Small Wind Energy System	C
Solar Panel	C
Swap Meet	P
Temporary Contractor's Construction Yard	TCP
Temporary Outdoor Commercial Event	TCP
Temporary Real Estate Sales Office	C
Thrift Shop	C
Towing and Impound Yard	S

USES	EC
Trade Schools	*P*
Transit Passenger Facility	*P*
Truck Rental	*S*
TV Broadcasting and Other Communication Service	*S*
Utility Transmission Lines	*C*
Wedding Chapel	*P*
Wholesale Showroom Facility	*P*
Wireless Communication Facility	*S*

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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

SUBJECT:
NEW BILLS:

Bill No. 2014-67 - Authorizes local improvement refunding bonds for the City of Las Vegas, Nevada, Special Improvement District Nos. 808 and 810 (Summerlin Village 23B) in an aggregate principal amount not to exceed $20,015,000. Proposed by: Venetta Appleyard, Director of Finance

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $20,015,000
Funding Source: Summerlin SIDs
Dept./Division: Finance

PURPOSE/BACKGROUND:
This bill will authorize local improvement refunding bonds for the City's Special Improvement District Nos. 808 and 810 (Summerlin Village 23B) in an aggregate principal amount not to exceed $20,015,000. Among other things, the bill will authorize the City's Chief Financial Officer to arrange for the sale of such bonds in order to achieve interest savings and effect other economies.

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. 2014-67

BILL NO. 2014-67

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NOS. 808 AND 810 (SUMMERLIN VILLAGE 23B) AND AUTHORIZING THE ISSUANCE OF LOCAL IMPROVEMENT REFUNDING BONDS, SERIES 2014.

WHEREAS, the City of Las Vegas, Nevada (the "City") is organized and operating pursuant to the provisions of Chapter 517, Statutes of Nevada 1983, as amended, and the general laws of the State of Nevada (the "State"); and

WHEREAS, the City Council of the City (the "Council") has heretofore, pursuant to the requisite preliminary proceedings, created the City of Las Vegas, Nevada, Special Improvement District No. 810 (Summerlin Village 23B) ("District 810") for the purpose of acquiring and improving streets, sanitary sewers, storm sewers, and water mains (the "Improvement Project") and has provided that the entire cost and expense of the Improvement Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in District 810; and

WHEREAS, the Council has heretofore provided for the payment of the cost and expense of the Improvement Project by assessing the cost of the Improvement Project against the assessable lots, tracts and parcels of land benefited by the Improvement Project in District 810; and

WHEREAS, the Council has heretofore, pursuant to the requisite preliminary proceedings, created the City of Las Vegas, Nevada, Special Improvement District No. 808 (The Summerlin Area) ("District 808" and collectively with District 810, the "Districts") for the purpose of acquiring and improving streets, sanitary sewers, storm sewers, and water mains and has provided that the entire cost and expense of such improvements shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in District 808; and

WHEREAS, the City has previously issued its "City of Las Vegas, Nevada, Special Improvement District No. 808 (Summerlin Area) Local Improvement Bonds, Series

2001" in the aggregate principal amount of $46,000,000 (the "2001 Bonds") to finance the costs of such improvements in District 808; and

WHEREAS, the City has previously issued its "City of Las Vegas, Nevada, Special Improvement District Nos. 808 and 810 (Summerlin Village 23B) Local Improvement and Refunding Bonds, Series 2007" in the aggregate principal amount of $23,625,000 (the "2007 Bonds") to finance the Improvement Project and to refund a portion of the 2001 Bonds; and

WHEREAS, for the purpose of reducing interest costs or effecting other economics, the City desires to refund the 2007 Bonds; and

WHEREAS, Nevada Revised Statutes ("NRS") 271.488 authorizes the City to issue one or more series of bonds to refund the outstanding bonds of a local improvement district; and

WHEREAS, NRS 271.488 authorizes the City to secure a series of refunding bonds by assessments levied on a specifically identified portion of the assessed property; and

WHEREAS, the 2007 Bonds are subject to redemption prior to their maturities, at the option of the City, in whole or in part on December 1, 2014 (the "Redemption Date"), at a price equal to the principal amount of each bond so redeemed, accrued interest thereon to the redemption date, and a premium equal to three percent (3.0%) of the principal amount of each bond or portion thereof so redeemed; and

WHEREAS, pursuant to NRS 271.488, the City is authorized to issue bonds in order to refund, pay and discharge certain outstanding bonds of the City for the purpose of reducing interest rates and effecting other economies and to evidence such borrowing by the issuance of bonds in accordance with the provisions of NRS 350.500 through § 350.720, cited in NRS 350.500 thereof by the short title "Local Government Securities Law" (the "Bond Act"); and

WHEREAS, the Council hereby determines to refund all of the outstanding 2007 Bonds (the "Refunded Bonds") on the Redemption Date; and

WHEREAS, the Council desires to issue its "City of Las Vegas, Nevada Special Improvement District Nos. 808 and 810 (Summerlin Village 23B) Local Improvement Refunding Bonds, Series 2014" in the maximum aggregate principal amount of $20,015,000 (the "Bonds") to provide funds to refund the Refunded Bonds (the "Refunding Project"); and

WHEREAS, the Bonds are to be payable from the sources permitted by the Consolidated Local Improvements Law, Chapter 271, NRS, and all laws amendatory thereof and supplemental thereto (the "Act"), as more fully described herein; and

WHEREAS, the Bonds are to be sold by the City to Stifel, Nicolaus & Company, Incorporated (the "Purchaser"), on the terms set forth in the Bond Purchase Agreement by and between the Purchaser and the City to be dated the date of sale of the Bonds in substantially the form filed with the City Clerk prior to the date of adoption of this Ordinance (the "Bond Purchase Agreement"); and

WHEREAS, the Bonds are to bear interest at the rates per annum set forth in the Certificate of the Chief Financial Officer (defined herein), such that the effective interest rate on the Bonds does not exceed by more than three percent (3%) the "Index of Twenty Bonds" which was most recently published in The Bond Buyer prior to the time the offer to purchase the Bonds is received; and

WHEREAS, the Council has elected, and hereby elects, to have Chapter 348 of the NRS (the "Supplemental Bond Act") apply to the Bonds; and

WHEREAS, the Council has determined and does hereby declare as follows:

A. It is necessary and for the best interests of the City to effect the Refunding Project;

B. Each of the limitations and other conditions to the issuance of the Bonds in 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, Bond Act, 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; and

WHEREAS, in compliance with NRS 271.488(8), the Council finds that:

A. The obligation of the City will not be materially or adversely impaired with respect to any outstanding bond secured by assessments; and

B. The principal balance of any assessment will not increase to an amount such that the aggregate amount that is assessed against the tract exceeds the minimum benefit to the tract that is estimated to result from the project that is financed by the assessment and the refunding of the outstanding bonds.

WHEREAS, there have been filed with the City Clerk (A) the proposed form of the Bond Purchase Agreement, (B) the proposed form of the Continuing Disclosure Certificate (defined herein), (C) the proposed form of the Escrow Agreement (defined herein), and (D) the proposed form of the Preliminary Official Statement (the "Preliminary Official Statement") to be used by the Purchaser in connection with the offering of the Bonds.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS IN THE STATE OF NEVADA, DOES ORDAIN:

Section 1. In addition to the terms elsewhere defined in this Special Improvement District Nos. 808 and 810 (Summerlin Village 23B) Bond Ordinance (the "Ordinance"), the following terms shall have the respective meanings set forth below:

"Administration Fund" means the "City of Las Vegas, Nevada, Special Improvement District Nos. 808 and 810 (Summerlin Village 23B) Administration Fund" established by the Prior Ordinance and continued in Section 11 hereof.

"Annual Debt Service" means, with respect to any Outstanding Bonds, for each Bond Year, the sum of (i) the interest due on such Bonds in such Bond Year, assuming that such Bonds are retired as scheduled (including by reason of mandatory sinking fund redemptions), and (ii) the principal amount of the such Bonds due in such Bond Year (including any mandatory sinking fund redemptions due in such Bond Year).

"Assessment" or "Assessments" means the aggregate special assessment or individual portions thereof, as the case may be, levied by the City constituting a lien and charge upon benefited lots, tracts and parcels of land in the Property.

"Assessment Installments" means the installments of principal and interest of the Assessments to be paid by the owners of the benefited lots, tracts and parcels of land in the Property.

"Assessment Ordinance" means, collectively, Ordinance No. 5915 finally adopted by the Council on July 11, 2007, and Ordinance No. 5293 finally adopted by the Council on February 7, 2001, and any ordinances amending such ordinances.

"Average Annual Debt Service" means the average Annual Debt Service over all Bond Years.

"Bond Fund" means the "City of Las Vegas, Nevada Special Improvement District Nos. 808 and 810 (Summerlin Village 23B) Bond Fund" established in the Prior Ordinance and continued in Section 11 hereof.

"Bond Reserve Fund" means the "City of Las Vegas, Nevada Special Improvement District Nos. 808 and 810 (Summerlin Village 23B) Bond Reserve Fund" established in Section 11 hereof.

"Bond Year" means (i) with respect to the initial Bond Year, the period extending from the date the Bonds are originally delivered to and including June 1, 2015 and (ii) thereafter, each successive twelve month period.

"Business Day" or "business day" means a day which is not a Saturday, Sunday or legal holiday on which banking institutions in the State, or in any state in which the principal trust office of the Trustee is located, are closed or any date on which the New York Stock Exchange is closed.

"Certificate of the Chief Financial Officer" means a certificate of the Chief Financial Officer, or in his or her absence, the City Manager, dated on or before the date of delivery of the Bonds setting forth: (i) with respect to the Bonds: (a) the aggregate principal amount of the Bonds, (b) the rate(s) of interest on the Bonds, (c) the date(s) on which and price(s) at which Bonds may be called for redemption, (d) the price at which the Bonds will be sold, (e) and the amount of principal maturing on each date; and (ii) with respect to the Assessments, and pursuant to the authority granted by NRS 271.415(2)(b), the rate of interest on the unpaid balance of the Assessments due after the date the Bonds are sold, which shall be fixed at one percent (1%) above the highest rate of interest payable on the Bonds at any maturity.

"Chief Financial Officer" means the de jure or de facto chief financial officer of the City or his or her successors in function, if any.

"City Clerk" means the de jure or de facto City Clerk of the City, or his or her successor in functions, if any.

"City Treasurer" means the de jure or de facto treasurer of the City, or his or her successors in function, if any.

"Code" means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds.

"Construction Fund" means the "City of Las Vegas, Nevada Special Improvement District No. 810 (Summerlin Village 23B) Construction Fund" established in the Prior Ordinance and continued in Section 11 hereof.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate to be executed by the Mayor and dated as of the date of delivery of the Bonds, in substantially the form now on file with the City Clerk, and any amendments and supplements thereto.

"County" means Clark County, Nevada.

"Developer" means The Howard Hughes Corporation, a Delaware Corporation.

"District Financing Agreement" means, collectively, the Development and Financing Agreement relating to District 810 dated as of June 20, 2007, between the City and the Developer, and the Development and Financing Agreement relating to District 808 dated as of December 1, 2000, between the City and the Developer, and any amendments and supplements thereto.

"Escrow Account" means the escrow account established pursuant to the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement between the City and the Trustee, acting as escrow bank, dated the date of issuance of the Bonds, which establishes the Escrow Account being used to hold and disburse the funds necessary to refund all of the outstanding 2007 Bonds.

"Event of Default" means any occurrence or event specified under Section 31 hereof.

"Major Developer" means each Property owner that the Purchaser determines to be an "obligated person" with respect to the Bonds for purposes of Securities and Exchange Commission Rule 15c2-12.

"Maximum Annual Debt Service" means the largest Annual Debt Service during the period from the date of such determination through the final maturity date of any outstanding Bonds.

"Mayor" means the duly chosen qualified and acting Mayor of the City, and his or her successor in function.

"Owner" when used with respect to a Bond, means the person in whose name such Bond shall be registered on the registration books required to be maintained by the Trustee pursuant to Section 6 hereof.

"Outstanding" when used as of any particular time with respect to Bonds means all Bonds theretofore authenticated and delivered by the Trustee under this Ordinance except:

(a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;

(b) Bonds for the payment or redemption of which funds or eligible securities in the necessary amount shall have theretofore been deposited with the Trustee pursuant to Section 48 of this Ordinance (whether upon or prior to the maturity or redemption date of such Bonds); provided that, if such Bonds are to be redeemed prior to maturity, notice of such redemption shall have been given as provided in Section 4 hereof or provision reasonably satisfactory to the Trustee shall have been made for the giving of such notice; and

(c) Bonds in lieu of or in exchange for which other Bonds shall have been authenticated and delivered by the Trustee pursuant to Section 6 hereof.

"Parity Assessments" means other assessments levied on the assessable property in the Property or any portion thereof, pursuant to the Act or any similar law, which are on a parity with the lien of the Assessments.

"Parity Value-to-Lien Ratio" means a fraction, (i) the numerator of which is the market value of all or any portion of the assessable property in the Property, as set forth in a Qualified Appraisal Report, with respect to which the Parity Value-to-Lien Ratio is being determined, and (ii) the denominator of which is the sum of the principal amount of existing Assessments levied on the assessable property with respect to which the Parity Value-to-Lien Ratio is being determined, plus the principal amount of any Parity Assessments theretofore levied and then proposed to be levied on such property (which shall be expressed, after reducing such fraction, as the numerator of said fraction to the denominator of such fraction).

"Permitted Investments" means any investments which at the time of investment are legal investments under NRS 355.170, as amended.

"Prior Ordinance" means, collectively, Ordinance No. 5920 finally adopted by the Council on August 1, 2007, as amended by Ordinance No. 5933 finally adopted by the Council on September 5, 2007, authorizing the issuance of the 2007 Bonds.

"Property" means certain portions of the real property located within the Districts, as described in Appendix I to this Ordinance.

"Qualified Appraisal Report" means a real estate appraisal report which (i) has been prepared by a real estate appraiser selected by the City having an "MAI" designation from The Appraisal Institute, (ii) at the time of its submittal to the City is not more than six months old, (iii) states that it is prepared in accordance with the applicable standards of The Appraisal Institute for such reports, and (iv) employs a methodology and provides limiting conditions that are consistent with the initial appraisal prepared at the time of the creation of the Districts and the levy of the Assessments.

"Qualified Engineer" means an engineer (whether independent of the City or employed by the City) or engineering firm or corporation selected by the City having skill, knowledge and experience in special assessment districts.

"Rebate Fund" means the "City of Las Vegas, Nevada Special Improvement District Nos. 808 and 810 (Summerlin Village 23B) Rebate Fund" created in Section 11 hereof.

"Record Date" means the fifteenth day of the calendar month preceding the calendar month in which each regularly scheduled interest payment date for the Bonds occurs.

"Refunding Bonds" means bonds issued by the City to refund all or a portion of the Bonds.

"Remaining Assessments" means Assessments which remain part of the Trust Estate after the issuance of any Refunding Bonds.

"Reserve Requirement" means an amount equal to the least of: (i) ten percent (10%) of the proceeds of the Bonds; (ii) one hundred twenty-five percent (125%) of Average Annual Debt Service on the Bonds; or (iii) the Maximum Annual Debt Service on all Bonds Outstanding, less the sum of all downward adjustments to the Reserve Requirement due to the prepayment of Assessments as provided in Section 15E hereof or due to the issuance of Refunding Bonds as provided in Section 45 hereof. The amount of the Reserve Requirement upon initial delivery of the Bonds shall be provided in the Certificate of the Chief Financial Officer. For purposes of clause (i) of this definition, the term "proceeds" means the aggregate stated principal amount of the Bonds, unless there is more than a de minimis amount of original issue discount or premium, in which case "proceeds" means issue price.

"Special Record Date" means a special date fixed by the Trustee to determine the names and addresses of Owners of Bonds for the purpose of paying interest on a special interest payment date for the payment of defaulted interest, all as further provided in Section 3 hereof.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., Los Angeles, California, which is serving as trustee, paying agent, registrar and escrow agent under this Ordinance or any other commercial bank or trust company which is substituted in its place pursuant to Section 18 or 19 of this Ordinance.

"Trust Estate" means (i) all Assessments except Assessments released pursuant to Section 45 hereof, (ii) all moneys and securities from time to time held by the Trustee in the Bond Reserve Fund and the Bond Fund (including all earnings thereon except to the extent deposited in the Rebate Fund), and (iii) any and all other real or personal property of every name and nature hereafter by delivery or in writing specially pledged as additional security for the Bonds.

"Undeveloped Property" means property located within the Districts on which there is no improvement which requires a City certificate of occupancy.

"Value-to-Lien Ratio" means a fraction, (i) the numerator of which is the most taxable value of the Undeveloped Property subject to the lien of the Remaining Assessments, as certified by the County Assessor of the County or, in the sole discretion of the City, is the market value of the Undeveloped Property subject to the lien of the Remaining Assessments, as set forth in a Qualified Appraisal Report, and (ii) the denominator of which is the sum of the principal amount of the Remaining Assessments (which shall be expressed, after reducing such fraction, as the numerator of said fraction to the denominator of such fraction). For the purpose of Section 43 only, Value-to-Lien Ratio means a fraction, (i) the numerator of which is the most recent taxable value of the property which is the subject of the proposed combination or reapportionment of Assessments, as certified by the County Assessor of the County or, in the sole discretion of the City, is the market value of the property which is the subject of the proposed combination or reapportionment of Assessments, as set forth in a Qualified Appraisal Report, and (ii) the denominator of which is the sum of the principal amount of the Assessments which will be levied on such property after the proposed combination or reapportionment (which shall be expressed, after reducing such fraction, as the numerator of said fraction to the denominator of such fraction).

"Verification" means a report of an independent firm of nationally recognized certified public accountants verifying the sufficiency of the escrow established to pay the Bonds in full on the maturity, redemption or payment date.

Section 2. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning the Districts, including, but not limited to, the acquisition, improvement and completion of the Improvement Project, the completion of the Refunding Project, the levy of Assessments for those purposes, the validation and confirmation of the assessment roll and the Assessments therein and the sale of the Bonds to the Purchaser, are ratified, approved and confirmed, including, without limitation, the execution and delivery of the Bond Purchase Agreement and the distribution of the Preliminary Official Statement for the Bonds.

Section 3. For the purpose of defraying a portion of the cost and expense to the City of the Refunding Project, there shall be issued the City's special assessment bonds designated as the "City of Las Vegas, Nevada, Special Improvement District Nos. 808 and 810 (Summerlin Village 23B) Local Improvement Refunding Bonds, Series 2014" in the maximum aggregate principal amount of $20,015,000, which Bonds shall be dated as of the date of delivery of the Bonds and shall be in the form of fully registered Bonds in the denominations of $5,000 and any integral multiple thereof. The Bonds shall bear interest at the rate(s) per annum designated in the Certificate of the Chief Financial Officer from the most recent interest payment date for which interest has been paid or duly provided for, or if no interest has been paid, from the date of the Bonds, payable semiannually on June 1 and December 1 of each year, commencing on June 1, 2015. The Bonds shall mature on each June 1 in the years and amounts designated in the Certificate of the Chief Financial Officer. The principal of each Bond shall be payable at the principal corporate trust office of the Trustee upon presentation and surrender of the Bond.

Except as provided in Section 8 hereof, payment of interest on any Bond shall be made to the person who is the Owner thereof at the close of business on the Record Date for such interest payment date by check mailed by the Trustee to such Owner at his or her address as it appears on the registration records kept by the Trustee, but any such interest not so timely paid shall cease to be payable to the person who is the Owner thereof at the close of business on the Record Date and shall be payable to the person who is the Owner thereof at the close of business

on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date shall be fixed whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Owners of the Bonds not less than ten days prior thereto by first-class postage prepaid mail to each such Owner as shown on the registration records, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Trustee may make payments of interest on any Bond by such alternative means as may be mutually agreed to in writing between the Owner of such Bond and the Trustee. If any Bond is not paid upon its presentation and surrender at or after its maturity or prior redemption, interest shall continue at its stated rate per annum until the principal thereof is paid in full. Interest on the Bonds shall be calculated based on a 360-day year, consisting of twelve 30-day months. All such payments shall be made in lawful money of the United States of America.

Section 4. The Bonds shall be subject to redemption at the option of the City from any legally available funds on the date(s) set forth in the Certificate of the Chief Financial Officer in whole, or in part from any maturities, in any order of maturity and by lot within a maturity in such manner as the City may determine, (giving proportionate weight to Bonds in denominations larger than $5,000), at a price equal to 100% of the principal amount of each Bond, or portion thereof, so redeemed, and accrued interest thereon to the redemption date, plus a premium of not more than 3% as set forth in the Certificate of the Chief Financial Officer.

Notwithstanding the first paragraph of this Section 4, any Assessment which is prepaid shall be used to redeem Bonds on the next interest payment date on the Bonds which is at least 60 days after receipt of such prepayment at a price equal to 100% of the principal amount of each Bond, or portion thereof, so redeemed, and accrued interest thereon to the redemption date, plus a premium of not more than 2% as set forth in the Certificate of the Chief Financial Officer; provided that the amount of any such prepaid Assessment which is less than $5,000 and cannot be used by such interest payment date to redeem Bonds may be used to pay the principal of or interest on the Bonds due on such interest payment date; and provided further that all or any portion of such prepaid Assessment may be used to pay the principal of or interest on the Bonds if necessary to avoid or cure a default in the payment of the principal of or interest on the Bonds. The redemption premium, if any, relating to any prior redemption effected pursuant to this paragraph shall be paid from a prepayment penalty for the Assessments provided for in the

Assessment Ordinance, provided, however, that nothing herein shall prevent the payment of any such redemption premium from any other funds available for that purpose.

The Trustee shall not be required to give notice of any prior redemption described in the first or second paragraph of this Section 4 unless it has received written instructions from the City in regard thereto at least 45 days prior to such redemption date.

If less than all of the Bonds are to be redeemed pursuant to the first or second paragraph of this Section 4, the Bonds to be redeemed shall be selected by the Trustee proportionately from each outstanding maturity of the Bonds (including any mandatory sinking fund installment) unless the City Treasurer determines that the Assessment Installments will be sufficient to pay the principal of and interest on the Bonds that would remain outstanding on each interest payment date subsequent to the redemption date using a different method of selecting Bonds to be redeemed, in which case, the City Treasurer will provide the Trustee with written instructions as to which Bonds shall be redeemed.

The Bonds shall be subject to mandatory sinking fund redemption to the extent provided in the Certificate of the Chief Financial Officer. Not more than sixty days' nor less than forty-five days' prior to each such sinking fund redemption date, the Trustee shall proceed to call the Bonds so designated for mandatory prior redemption from such sinking fund on the next sinking fund redemption date, and shall give notice of such call without further instruction or notice from the City. The Bonds subject to mandatory sinking fund redemption shall be selected by lot in such manner as the Trustee shall determine (giving proportionate weight to such Bonds in denominations larger than $5,000).

At its option, to be exercised on or before the sixtieth day next preceding each sinking fund redemption date, the City may (i) deliver to the Trustee for cancellation, Bonds of the appropriate maturity and interest rate in an aggregate principal amount desired by the City or (ii) specify a principal amount of Bonds of the appropriate maturity and interest rate which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and cancelled by the Trustee and not theretofore applied as a credit against any sinking fund redemption obligation. Each such Bond or portion thereof so delivered or previously redeemed will be credited by the Trustee at 100% of the principal amount thereof against the obligation of the City on such sinking fund redemption date and any excess over such amount shall be credited

against future sinking fund redemption obligations for the Bonds of that maturity in chronological order or any other order specified by the City.

In the case of Bonds of 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 Trustee shall, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.

Unless waived by the Owner of a Bond to be redeemed, notice of redemption shall be given by the Trustee in the name of the City by mailing such notice at least twenty days and not more than sixty days prior to the redemption date, by first-class mail, postage prepaid, to the Owner (initially Cede & Co.) of each Bond to be redeemed at its address as shown on the registration records. Failure to give such notice to the 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 Trustee. 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 Trustee that a notice of redemption has been given as herein set forth shall be conclusive and receipt by the Owner 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 Trustee 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 Owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed.

Section 5. Pursuant to NRS 271.515, the Mayor, the City Clerk and the City Treasurer shall each file with the Secretary of State his or her manual signature certified under oath. Thereafter, each of the Bonds shall be signed and executed in the name of the City with the manual or facsimile of the signature of the Mayor, countersigned with the manual or facsimile of the signature of the City Treasurer, shall be attested with the manual or facsimile of the signature of the City Clerk and the seal of the City or a facsimile thereof shall be affixed thereto. The Bonds bearing the signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the City (subject to the requirement of authentication by the Trustee as hereinafter provided) notwithstanding that before the delivery thereof and payment therefor, any or all of the persons whose signatures appear thereon shall have ceased to fill their respective offices. Any officer herein authorized or permitted to sign any Bond at the time of its execution and of the execution of a signature certificate may adopt as and for his or her own facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon the Bond. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the manual signature of the Trustee (or a duly authorized officer thereof), and such certificate of authentication of the Trustee upon any Bond shall be the only competent evidence that such Bond has been duly issued and delivered. If any Bond shall be lost, stolen, destroyed or mutilated, the Trustee shall, upon receipt of such evidence or information relating thereto, appropriate indemnification, and such reimbursement for expenses as it may reasonably require, register and deliver to the Owner thereof a replacement for such Bond bearing a number not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Trustee shall pay such Bond in lieu of replacement.

Section 6. Records for the registration and transfer of the Bonds shall be kept by the Trustee. A Bond shall be fully transferable by the Owner thereof in person or by his or her duly authorized attorney on the registration records kept at the office of the Trustee upon presentation of the Bond together with a duly executed written instrument of transfer satisfactory to the Trustee. Upon the surrender for transfer of any Bond at the principal corporate trust office of the Trustee, duly endorsed for transfer or accompanied by an assignment (in form satisfactory

to the Trustee) duly executed by the Owner or his or her attorney duly authorized in writing, the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal corporate trust office of the Trustee for an equal aggregate principal amount of Bonds of other authorized denominations. The Trustee may require the owner or transferee to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange, and may charge a sum sufficient to pay the cost of preparing and authenticating a new Bond. No such charges shall be levied in the case of an exchange resulting from a redemption of a portion of a Bond. The Trustee shall not be required to transfer or exchange (i) any Bond during the period beginning at the opening of business fifteen days before the date of the mailing by the Trustee of a notice of redemption of Bonds and ending at the close of business on the date such notice is mailed, or (ii) any Bond after the mailing of notice calling such Bond or any portion thereof for redemption except the unredeemed portion of any Bond redeemed in part as herein provided. Whenever any Bond shall be surrendered to the Trustee upon payment thereof, or to the Trustee for replacement as provided herein, such Bond shall be promptly canceled and destroyed by the Trustee, and a certificate of such destruction shall be prepared by the Trustee.

The person in whose name a Bond shall be registered on the registration records kept by the Trustee shall be deemed and regarded as the absolute owner thereof for all purposes and neither the City nor the Trustee shall be affected by any notice to the contrary. Payment of the principal of, premium, if any, and interest on any Bond shall be made only to or upon the written order of the Owner thereof or his or her legal representative (except as provided above for the payment of interest to the Owner as of the Record Date or a Special Record Date). 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.

The foregoing provisions of this Section are subject to the provisions of Section 8 hereof.

Section 7. Subject to the registration provisions hereof, the Bonds shall be fully negotiable and shall have all the qualities of negotiable paper, and the Owner or owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code — Investment Securities.

Section 8. Notwithstanding the provisions of Sections 4 through 6 hereof, the Bonds shall initially be evidenced by one Bond for each separate stated maturity and interest rate in denominations equal to the aggregate principal amount of Bonds of such maturity and interest rate. Such initially delivered Bonds shall be registered in the name of "Cede & Co.," as nominee for The Depository Trust Company ("DTC"), the securities depository for the Bonds. So long as the Bonds are held by DTC, the Trustee and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of, premium, if any, and interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to the Owners under this Ordinance, registering the transfer of such Bonds, obtaining any consent or other action to be taken by the Owners and for all other purposes whatsoever, and neither the Trustee nor the City shall be affected by any notice to the contrary. Neither the Trustee nor the City shall have any responsibility or obligation to any DTC participant or indirect participant, any beneficial owner of the Bonds, or any other person which is not shown on the registration records of the Trustee as being an Owner with respect to the accuracy of any records maintained by DTC or any DTC participant or indirect participant; the payment by DTC or any DTC participant or indirect participant of any amount in respect of the Bonds; any notice which is permitted or required to be given to the Owners under this Ordinance; the selection by DTC or any DTC participant or indirect participant of any person to receive payment in the event of a partial redemption of the Bonds or any consent given or other action taken by DTC as owner. After such initial issuance of the Bonds, the Bonds may not thereafter be transferred or exchanged except:

A. to any successor of DTC or its nominee, which successor must be both a "clearing corporation" as defined in subsection 3 of NRS 104.8102, and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended; or

B. upon the resignation of DTC or a successor or new depository under paragraph A or this paragraph B, or a determination by the City that DTC or such successor or new depository is no longer able to carry out its functions, and the designation by the City of another depository institution acceptable to the depository then holding the Bonds, which new depository institution must be both a "clearing corporation" as defined in subsection 3 of NRS 104.8102, 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 DTC or such successor or new depository; or

C. upon the resignation of DTC or a successor or new depository under paragraph A or paragraph B, or a determination by the City that DTC or such successor or new depository is no longer able to carry out its functions, and the failure by the City, after reasonable investigation, within 90 days thereafter to locate another qualified depository institution under paragraph B to carry out such depository functions or upon a determination by the City that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain Bond certificates and the delivery by the City of written notice thereof to the Trustee.

In the case of a transfer to a successor of DTC or its nominee as referred to in paragraph A above or designation of a new depository pursuant to paragraph B above, upon receipt of the Bonds by the Trustee, together with written instructions for transfer satisfactory to the Trustee, a new Bond 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 paragraph C above and, if applicable, the failure after reasonable investigation within 90 days thereafter to locate another qualified depository institution for the Bonds as provided in paragraph C above, and upon receipt of the Bonds by the Trustee, together with written instructions for transfer satisfactory to the Trustee, new Bonds shall be issued in the denominations of $5,000 and any integral multiple thereof, as provided in Section 3 hereof, registered in the names of such persons and in such denominations as are requested in such written transfer instructions; provided, however, the Trustee 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.

The City and the Trustee shall endeavor to cooperate with DTC or any successor or new depository named pursuant to paragraph A or B above in effectuating payment of the principal of, premium, if any, and interest on 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.

Upon any partial redemption of any of the Bonds, Cede & Co. (or its successor) in its discretion may request the City to issue and authenticate a new Bond or shall make an

appropriate notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Trustee prior to payment.

Section 9. Pursuant to NRS 271.505, the Bonds shall contain a recital that they are issued pursuant to Chapter 271, Nevada Revised Statutes, which recital shall conclusively impart full compliance with all of the provisions of the Act, and all Bonds issued containing such recital shall be incontestable for any cause whatsoever after their delivery for value.

Section 10. 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 or 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)

Unless this certificate 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 certificate 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.

UNITED STATES OF AMERICA

STATE OF NEVADA CITY OF LAS VEGAS

NO. R-___ $_____

CITY OF LAS VEGAS, NEVADA
SPECIAL IMPROVEMENT DISTRICT NOS. 808 AND 810 (SUMMERLIN VILLAGE 23B)
LOCAL IMPROVEMENT REFUNDING BOND
SERIES 2014

Interest Rate	Maturity Date	Dated as of	CUSIP Number
___% per annum	June 1, 20__	November __, 2014	

REGISTERED OWNER:

PRINCIPAL AMOUNT DOLLARS

The City of Las Vegas, Nevada (the "City"), for value received, hereby promises to pay, out of funds available for that purpose as hereinafter set forth, to the registered owner specified above or registered assigns the principal amount specified above on the maturity date specified above (unless this Bond shall have been called for prior redemption, in which case on such redemption date) and to pay solely from such available funds interest hereon at the interest rate per annum specified above, said interest being payable on June 1 and December 1 in each year, commencing June 1, 2015. 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. Both principal and interest are payable in lawful money of the United States of America without deduction for exchange or collection charges. The principal of this Bond shall be payable to the person in whose name this Bond is registered (the "Owner") on the registration records maintained by the Trustee for the Bonds, presently The Bank of New York Mellon Trust

Company, N.A., Los Angeles, California (the "Trustee"), upon presentation and surrender of this Bond as it becomes due. The interest hereon shall be paid by check mailed by the Trustee 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 at his or her address as it last appears on the registration records kept for that purpose by the Trustee on the fifteenth day of the calendar month preceding the calendar month in which such interest payment date occurs or on a special record date established by the Trustee for the payment of defaulted interest. Alternative means of payment of interest may be used if mutually agreed to between the Owner of this Bond and the Trustee. If, upon presentation and surrender to the Trustee at maturity or prior redemption, payment of this Bond is not made as herein provided, interest hereon shall continue at the same rate per annum until the principal hereof is paid in full. Interest on this Bond shall be calculated based on a 360-day year consisting of twelve 30-day months.

The Bonds have been authorized and issued pursuant to an ordinance (the "Ordinance") duly adopted by the City Council and the Consolidated Local Improvements Law, Chapter 271, Nevada Revised Statutes (the "Act"). This Bond is one of a series of bonds designated as the "City of Las Vegas, Nevada, Special Improvement District Nos. 808 and 810 (Summerlin Village 23B) Local Improvement Refunding Bonds, Series 2014" (the "Bonds") issued by the City in the aggregate principal amount of $_____ for the purpose of paying the costs of the Refunding Project (as defined in the Ordinance).

[The Bonds are subject to redemption at the option of the City from any legally available funds on and after _____ in whole, or in part from any maturities, in any order of maturity and by lot within a maturity in such a manner as the City may determine, (giving proportionate weight to Bonds in denominations larger than $5,000), at a price equal to 100% of the principal amount of each Bond, or portion thereof, so redeemed, and accrued interest thereon to the redemption date, plus a premium computed in accordance with the following schedule:

Redemption Period	Redemption Premium
_____	____%
_____	____%
_____	____%]

Notwithstanding the immediately preceding paragraph, any Assessment which is prepaid shall be used to redeem Bonds on the next interest payment date on the Bonds which is at least 60 days after receipt of such prepayment at a price equal to 100% of the principal amount of each Bond, or portion thereof, so redeemed, and accrued interest thereon to the redemption date, plus a premium of not more than ____%; provided that the amount of any such prepaid Assessment which is less than $5,000 and cannot be used by such interest payment date to redeem Bonds may be used to pay the principal of or interest on the Bonds due on such interest payment date; and provided further that all or any portion of such prepaid Assessment may be used to pay the principal of or interest on the Bonds if necessary to avoid or cure a default in payment of principal of or interest on the Bonds.

[The Bonds maturing June 1, 20__ are subject to mandatory sinking fund redemption as provided in the Ordinance at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date. The Bonds to be so redeemed shall be selected by lot in such manner as the Trustee shall determine (giving proportionate weight to Bonds in denominations larger than $5,000.]

Redemption shall be made upon at least twenty days' and not more than sixty days' prior notice by mailing to the Owner of each Bond to be redeemed at the address shown on the registration records in the manner and upon the conditions provided in the Ordinance.

Upon any partial prior redemption of this Bond, Cede & Co., in its discretion, may request the Trustee to authenticate a new Bond or shall make an appropriate notation on this Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this Bond must be presented to the Trustee prior to payment.

Pursuant to the Ordinance, the payment of the principal of, premium, if any, and interest on the Bonds shall be made from and as security for such payment there is pledged, a special fund designated as the "City of Las Vegas, Nevada, Special Improvement District Nos. 808 and 810 (Summerlin Village 23B) Bond Fund" (the "Bond Fund") containing the receipts upon the collection thereof from the Assessments (as defined in the Ordinance), which fund shall be used for the full and prompt payment of the Bonds and the interest thereon, and shall be used for no other purpose whatsoever except as permitted by the Ordinance. Whenever there is a deficiency in the Bond Fund, the deficiency must be paid out of the special fund designated as the "City of Las Vegas, Nevada, Special Improvement District Nos. 808 and 810 (Summerlin

Village 23B) Bond Reserve Fund" in the priority specified in the Ordinance (the Assessments, the Bond Fund, and the Bond Reserve Fund are collectively, the "Trust Estate"). The Bonds are not payable from the sources identified in NRS 271.428, 271.495 and 271.500.

Pursuant to the Ordinance, the Trust Estate has been irrevocably pledged to and shall be used for the punctual payment of the principal of, premium, if any, and interest on the Bonds, and for payment of the continuing costs of the Bonds and the Trust Estate shall not be used for any other purpose while any of the Bonds remain outstanding. The pledge of the Assessments shall constitute a first and exclusive lien on the Assessments for the foregoing purposes in accordance with the terms of the Ordinance; provided that pursuant to the Act such lien is coequal with the latest lien on the real property in the District to secure the payment of general (ad valorem) taxes.

The City Treasurer shall collect, receive and enforce the payment of all Assessments, all interest thereon, and all penalties accrued, as provided by law and in the same manner and at the same time or times as prescribed by the Ordinance, the District Financing Agreement and the other proceedings of the City relating thereto.

The Bonds are issuable as fully registered Bonds in denominations of $5,000 and any integral multiple thereof. Upon surrender of any Bond at the principal corporate trust office of the Trustee with a written instrument satisfactory to the Trustee duly executed by the Owner or his or her duly authorized attorney, and receipt by the Trustee of the fees and charges provided in the Ordinance, such Bond may be exchanged for an equal aggregate principal amount of Bonds of other authorized denominations, subject to the terms and conditions set forth in the Ordinance.

This Bond is fully transferable by the Owner hereof in person or by his or her duly authorized attorney on the registration records kept by the Trustee upon surrender of this Bond together with a duly executed written instrument of transfer satisfactory to the Trustee, and upon the payment of the fees and charges provided in the Ordinance. Upon such transfer a new fully registered Bond or Bonds of authorized denomination or denominations of the same aggregate principal amount will be issued to the transferee in exchange for this Bond, subject to the terms and conditions set forth in the Ordinance.

*The Trustee will not be required to transfer or exchange (i) any Bond during the period beginning at the opening of business fifteen days before the date of the mailing by the

Trustee of a notice of redemption of Bonds and ending at the close of business on the date such notice is mailed, or (ii) any Bond after the mailing of notice calling such Bond or any portion thereof for redemption except the unredeemed portion of any Bond redeemed in part.*

The Bonds shall not be transferable or exchangeable, except as set forth in the Ordinance.

The City and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of making payment (except to the extent otherwise provided hereinabove and in the Ordinance with respect to Record Dates and Special Record Dates for the payment of interest) and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary.

To the extent and in the respects permitted by the Ordinance, the provisions of the Ordinance may be modified or amended by action of the City taken in the manner and subject to the conditions and exceptions prescribed in the Ordinance.

It is hereby certified, recited and declared that all acts, conditions and things essential to the validity of this Bond exist, have happened and have been done in due time, form and manner as required by law; that the total issue of the Bonds does not exceed the amount authorized by law nor the total unpaid special assessments levied to cover the cost of the improvements financed or refinanced thereby; that this Bond is issued under the authority of the Act and that this Bond is incontestable for any cause whatsoever.

It is hereby further certified, recited and declared that the proceedings with reference to the Refunding Project, the levying of the Assessments to pay the cost and expense of the Refunding Project and the issuance of the Bonds have been regularly had and taken in compliance with law, and that all prerequisites to the fixing of the assessment lien against the property benefited by the Refunding Project, and of the liability of the owner or owners of such property therefor have been performed.

This Bond shall not be valid or obligatory for any purpose until the Trustee shall have manually signed the certificate of authentication hereon.

IN WITNESS WHEREOF, the City of Las Vegas, Nevada has caused this Bond to be signed and executed in the name of and on behalf of the City with the manual or facsimile signature of the Mayor, to be countersigned with the manual or facsimile signature of the City Treasurer, and to be countersigned, subscribed, executed and attested with the manual or facsimile signature of the City Clerk, has caused the seal of the City or a facsimile thereof to be affixed hereon, and has caused this Bond to be dated as of the date specified above.

(For Manual or Facsimile Signature)
Mayor

(For Manual or Facsimile Signature)
City Treasurer

(MANUAL OR FACSIMILE SEAL)

Attested:

(For Manual or Facsimile Signature)
City Clerk

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* Insert only if Bonds are delivered pursuant to paragraph C of Section 8 of this Ordinance.

** Insert only if Bonds are initially delivered to The Depository Trust Company pursuant to the first paragraph of Section 8 of this Ordinance.

(Form of Trustee's Certificate of Authentication)

Date of Registration: _____

This is one of the Bonds described in the above mentioned Ordinance and this Bond has been duly registered in the registration records kept by the undersigned as Trustee for the Bonds.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

By_____(Manual Signature)_____

(End of Form of Trustee's Certificate of Authentication)

**(Form of Prepayment Panel)

The following installments of principal (or portions thereof) of this Bond have been prepaid in accordance with the terms of the Ordinance authorizing the issuance of this Bond.

Date of Prepayment	Principal Prepaid	Signature of Authorized Representative of DTC

(End of Form of Prepayment Panel)**

(Form of Assignment Provision)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ _____ to transfer the within Bond on the records kept for the registration thereof with full power of substitution in the premises.

Dated: _____ _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever. The signature must be guaranteed by an eligible guarantor institution as defined in 17 CFR § 240.17 Ad-15(a)(2).

Signature Guaranteed:

_____

Address of Transferee:

_____

_____

_____

Social Security or other tax identification number of transferee:

_____

(End of Form of Assignment)

Section 11. When the Bonds have been duly executed and authenticated, they shall be delivered to the Purchaser on receipt of the agreed purchase price. The proceeds realized by the City from the sale of the Bonds (net of the Purchaser's discount) shall be applied as follows:

A. An amount equal to the Reserve Requirement shall be deposited in a special fund to be held by the Trustee and hereby created, to be designated as the "City of Las Vegas, Nevada, Special Improvement District Nos. 808 and 810 (Summerlin Village 23B), Local Improvement Refunding Bonds, Series 2014, Bond Reserve Fund."

B. An amount sufficient, along with other available moneys, to effect the Refunding Project shall be credited to the Escrow Account held by the Trustee, as escrow agent, and created in the Escrow Agreement. The Escrow Account shall be held by the Trustee, as escrow agent, but shall not be part of the Trust Estate.

C. The remainder of such proceeds shall be deposited with the City and be used to pay the costs of issuing the Bonds.

There are also hereby continued or created the following special funds and accounts designated as:

A. "City of Las Vegas, Nevada, Special Improvement District Nos. 808 and 810 (Summerlin Village 23B) Bond Fund" to be held by the Trustee, which was established by the Prior Ordinance and is continued herein.

B. "City of Las Vegas, Nevada, Special Improvement District Nos. 808 and 810 (Summerlin Village 23B) Administration Fund" to be held by the Trustee, which was established by the Prior Ordinance and is continued herein.

C. "City of Las Vegas, Nevada, Special Improvement District Nos. 808 and 810 (Summerlin Village 23B) Construction Fund" to be held by the Trustee, which was established by the Prior Ordinance and is continued herein.

D. "City of Las Vegas, Nevada, Special Improvement District Nos. 808 and 810 (Summerlin Village 23B), Local Improvement Refunding Bonds, Series 2014, Rebate Fund" to be held by the Trustee.

The Chief Financial Officer or his designee is hereby authorized to deposit a sum not to exceed $1,000,000 from the Administration Fund established by the Prior Ordinance with the Escrow Agent to be disbursed in accordance with the terms of the Escrow Agreement to pay

a portion of the costs of the Refunding Project. The Chief Financial Officer or his designee is hereby further authorized to deposit, or cause the trustee for the 2007 Bonds to deposit, with the Escrow Agent, (i) an amount up to all funds on deposit in the Bond Fund and (ii) all funds on deposit in the reserve fund established for the 2007 Bonds, to pay a portion of the costs of the Refunding Project.

The Purchaser shall in no manner be responsible for the application by the City, or any of its officers, agents or employees, of any of the funds derived from the sale of the Bonds or of any other funds herein designated.

Moneys held by the Trustee hereunder shall be invested and reinvested by the Trustee in securities which are Permitted Investments, and the Chief Financial Officer or his designee shall direct the Trustee to invest in such Permitted Investments as the Chief Financial Officer may select, such direction to be received by the Trustee in writing at least two business days prior to the availability of moneys; provided, however, that such investment directions shall not be inconsistent with the fiduciary obligations of the Trustee. In the absence of written direction, the Trustee shall hold such moneys uninvested. The Trustee may conclusively rely upon such written direction from the City as to both the suitability and legality of the directed investments. The investments authorized by this Ordinance shall at all times be subject to law. To the extent investments are registrable, such investments shall be registered in the name of the Trustee. Investments shall mature in such amounts and at such times as may be necessary to provide money when needed to make payments from such funds. The Trustee may sell or present for redemption, any securities so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such securities are credited. Any such investment shall, subject to the provisions hereof at all times be deemed to be a part of the fund from which the investment was made. The Trustee shall be responsible for the safekeeping and for the investment of the moneys held by it in accordance with the written directions of the Chief Financial Officer, but shall not be liable or responsible for any losses from investments so made provided they are made in accordance with such instructions.

The Trustee shall value investments on deposit in the Bond Reserve Fund each May 1 and November 1 for purposes of determining whether the amount on deposit in the Bond Reserve Fund is less than the Reserve Requirement.

The City acknowledges that regulations of the Comptroller of the Currency grant the City the right to receive brokerage confirmations of security transactions as they occur. To the extent permitted by law, the City specifically waives compliance with 12 C.F.R. 12 and hereby notifies the Trustee that no brokerage confirmations need be sent relating to the security transactions as they occur.

Section 12. The Construction Fund shall continue to be a special fund held by the Trustee. All remaining moneys in the Construction Fund (which were originally funded through the issuance of the 2007 Bonds) shall continue to be applied by the City and the Trustee, upon submission of a disbursement request in substantially the form attached hereto as Appendix II signed and approved by the Chief Financial Officer or his designee, for the payment of the cost (as defined in the Act) of the acquisition and improvement of the Improvement Project, all in accordance with the District Financing Agreement for District 810. The amount of any income realized from the investment of the money in the Construction Fund shall continue to be retained in the Construction Fund or, at the option of the City, be deposited in the Rebate Fund. When the acquisition and improvement of the Improvement Project has been completed, the City shall direct the Trustee to either (i) transfer any remaining balance of money in the Construction Fund to the Bond Fund or (ii) retain such balance in the Construction Fund to be applied for the payment of the cost of any additional projects permitted by the Act and agreed to by the City and the Developer pursuant to the District Financing Agreement for District 810. Any such moneys deposited in the Bond Fund shall be credited against the Assessment Installments to become due and payable, with an appropriate payment to the owner of any assessed parcel whose Assessment has been paid in full.

Section 13. A. The Council has elected and does hereby declare its intent to exercise on behalf and in the name of the City its option to redeem the Refunded Bonds on the Redemption Date. The Council is hereby obligated so to exercise such option (subject to any contingencies contained herein), which option shall be deemed to have been exercised when notice is duly given and completed as herein provided.

B. The Trustee, as registrar for the Refunded Bonds, is authorized and directed to give a notice of prior redemption and defeasance of the Refunded Bonds not less than 20 days prior to the Redemption Date in accordance with the Prior Ordinance in order to effect

the redemption of the Refunded Bonds. Such notice may be conditioned upon the receipt by the Trustee of sufficient funds to effect the Refunding Project.

Section 14. The City Treasurer is authorized, empowered and directed, and it shall be his or her duty, to receive, collect and enforce the payment of all Assessments made and levied for the Project, and all installments thereof, all interest thereon, and all penalties accrued, as provided by law and in the same manner and at the same time or times as prescribed by the Assessment Ordinance, and to pay and disburse said payments, the installments thereof, the interest thereon, and the penalties thereto, to the person or persons entitled thereto pursuant to the provisions of this Ordinance, the District Financing Agreement and the Act. All moneys received from the Assessments, both principal and interest, shall be transferred to the Trustee for deposit in the Bond Fund (except to the extent required to replenish the Bond Reserve Fund). All moneys deposited in the Bond Fund shall be used as soon as the funds are available for the purpose of paying the principal of and the interest and prior redemption premiums on the Bonds as they become due and payable, and (except as herein and in the District Financing Agreement provided) for no other purpose whatsoever, and the Bond Fund is hereby pledged as security for such purposes. Notwithstanding the foregoing, on June 2 of each year, any amounts in the Bond Fund that are not used to pay the principal and interest on the Bonds shall be transferred from the Bond Fund to the Administration Fund. The Bonds and the interest thereon shall be payable from the Bond Fund, containing the receipts upon the collection of the Assessments and from the remainder of the Trust Estate. The Bonds are <u>not</u> payable from the sources identified in NRS 271.428, 271.495 and 271.500.

Section 15. A. Whenever there is a deficiency in the Bond Fund, the deficiency shall be paid from amounts in the Bond Reserve Fund. The Bond Reserve Fund shall be a special trust fund held by the Trustee as a continuing reserve to secure the payment of the Bonds by meeting possible deficiencies in the payment of the principal of and interest on the Bonds resulting from the failure to deposit into the Bond Fund sufficient funds to pay the principal of and interest on the Bonds as the same accrue. The City hereby pledges the Bond Reserve Fund for such purpose.

B. An amount equal to the Reserve Requirement shall be deposited to the Bond Reserve Fund from the proceeds of the Bonds. The Bond Reserve Fund will be used as

additional security for the Bonds to pay the principal of and interest on the Bonds when due, if the payments of the Assessment Installments are insufficient for that purpose.

C. All amounts in the Bond Reserve Fund in excess of the Reserve Requirement, derived from interest earned on amounts in the Bond Reserve Fund or otherwise shall be applied to the following in the following order of priority:

First, when needed to pay the principal of and interest on the Bonds then due to the extent not provided from the Assessment Installments and interest. Interest and other excess amounts used under this clause to pay the principal of and interest on the Bonds shall be applied before a withdrawal is made from the balance in the Bond Reserve Fund.

Second, when needed for transfer to the Administration Fund at the City's written direction to pay all administrative and other expenses of the City associated with the Improvement Project, the Refunding Project, the Bonds or the Assessments.

Third, at the time of any prepayment of any Assessment and at the City's written direction, to provide any refund then owed under paragraph E of this section.

Fourth, at least annually commencing after the April 1, 2015 Assessment payment and at the City's written direction, used to call Bonds prior to their stated due dates (but only on and after any optional redemption date for the Bonds, if any, described in the Certificate of the Chief Financial Officer delivered pursuant to the first paragraph of Section 4 hereof) or held in an account for payment of the Bonds at or prior to their due dates, whichever the City Treasurer determines is in the financial best interests of the City. No funds shall be applied as provided in this clause (iv) unless they have been held in the Bond Reserve Fund for at least one year.

D. If because of any delinquent Assessment an amount is withdrawn from the Bond Reserve Fund to pay the principal of or interest on the Bonds, and that Assessment is later paid in whole or in part (or amounts are received at a foreclosure sale or otherwise as a result of enforcing the payment of the delinquent Assessment), to the extent available from that payment of the delinquent Assessment (including penalty and interest but after payment of costs of collection), an amount equal to the greater of (i) the amount withdrawn plus interest at the Assessment interest rate, or (ii) the amount necessary to restore the Bond Reserve Fund to the Reserve Requirement, shall be paid to the Bond Reserve Fund from the payment of the delinquent Assessment.

E. At the time the Assessment against any parcel of property is prepaid in full or in part, the person who owned the property at the time of such payment shall be entitled to a refund, in cash or by credit against the Assessment, equal to a pro rata share of the balance then in the Bond Reserve Fund, and the Reserve Requirement shall be recalculated to reflect the payment in full of that Assessment. Such refund, in cash or otherwise, shall be made only to the extent the balance in the Bond Reserve Fund after making the refund would not be less than the Reserve Requirement, as recalculated, but if this structure prevents all or a part of such a refund, that refund (or, an additional partial refund, as the case may be) shall be made if and when money is available in the Bond Reserve Fund to make the payment and as otherwise provided in paragraph C of this section. This section does not prevent the City from amending this Ordinance, the Assessment Ordinance or any other documents executed in connection with the Bonds to provide for other uses of the Bond Reserve Fund in connection with a refunding of the Bonds and the owners of the property assessed in the District have no entitlement to any amounts in the Bond Reserve Fund in the event of such an amendment.

Section 16. The City hereby appoints and employs the Trustee to receive, hold, invest and disburse, all in trust, upon written direction of the City, the moneys to be deposited with the Trustee for credit to the various funds established by this Ordinance, to cause the Trustee to authenticate and deliver the Bonds, to apply and disburse the Assessments collected by the City Treasurer and paid over to the Trustee to and for the benefit of the Owners, and to perform certain other functions all as hereinafter provided. In consideration of the compensation hereinafter provided for, the Trustee accepts such appointment, subject to the terms and conditions of this Ordinance. The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Ordinance, and no implied covenants or obligations shall be read into this Ordinance against the Trustee.

Section 17. The City shall from time to time pay the Trustee reasonable compensation for its services, subject to any agreement then in effect with the Trustee, and shall similarly reimburse the Trustee for all its actual and reasonable advances and expenditures, including, but not limited to, actual and reasonable advances to and fees and expenses of independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by it in the lawful and proper exercise and performance of its powers and duties hereunder.

To the extent permitted by law, the City also agrees to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or willful misconduct on the part of the Trustee arising out of or in connection with the acceptance or administration of the trusts hereunder, as well as the costs and expenses of defending itself against any claim, action, suit or liability in accordance with the exercise or performance of any of its powers or duties hereunder. Notwithstanding the foregoing, unless the action or omission giving rise to such indemnification is caused by the gross negligence or willful misconduct of the City, its officers or employees, the City's obligations in the immediately preceding two paragraphs to indemnify the Trustee shall be limited to amounts available to the City pursuant to Section 37 hereof.

Section 18. The Trustee, or any successor thereof, may be removed at any time (i) by resolution of the City, upon not less than 60 days' written notice to the Trustee, or (ii) by the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding, excluding any Bonds held by or for the account of the City, by an instrument or concurrent instruments in writing signed and acknowledged by such Owners of Bonds or by their attorneys-in-fact duly authorized and delivered to the City. Copies of each such instrument shall be delivered by the City to the Trustee and to any successor thereof.

Section 19. The Trustee, or any successor thereof, may at any time resign and be discharged of its duties and obligations hereunder by giving not less than 60 days' written notice to the City and by mailing a copy of such notice to the Owners of the Bonds. The resignation shall take effect upon the day specified in the notice unless previously a successor shall have been appointed by the City or by the Owners of Bonds, in which event the resignation shall take effect immediately on the appointment of such successor.

Section 20. In case the Trustee, or any successor thereof, shall resign or shall be removed or shall become incapable of acting or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator thereof or of its property shall be appointed, or if any public officer shall take charge or control thereof or of its property or affairs, a successor may be appointed by the City or, if the City fails to act, by the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding, excluding any Bonds held by or for the account of the City, by an instrument or concurrent instruments in writing signed and acknowledged by such Owners of Bonds or by their attorneys-in-fact duly authorized and

delivered to the City. Pending such appointment by such Owners of Bonds, the City shall forthwith appoint a successor to act until such appointment is made by such Owners of Bonds. Copies of each such instrument and of any resolution of the City providing for any such appointment shall be delivered by the City to the successor and to the predecessor Trustee. The City shall mail notice of any such appointment to such Owners of the Bonds. Any appointment made by the City shall, immediately and without further act, be superseded and revoked by appointment subsequently made by such Owners of Bonds. If no appointment of a successor shall be made within 30 days after the giving of written notice in accordance with Section 18 or 19 hereof or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court thereupon after such notice, if any, as the court may deem proper and may prescribe, may appoint such successor. Any successor appointed under the provisions of this Section shall be a bank or a trust company or a national banking association having a shareholders' equity (e.g., capital stock, surplus and undivided profits), however denominated, aggregating at least $75,000,000, if there is such a bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms and authorized by law to perform all the duties required by this Ordinance.

Section 21. Any successor appointed under the provisions of Section 20 hereof shall execute, acknowledge and deliver to its predecessor and also to the City an instrument accepting such appointment; and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally appointed herein as Trustee; but the Trustee then ceasing to act shall, nevertheless, on request by the City or by such successor, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all of the right, title and interest of such Trustee in and to any property held by it hereunder and shall pay over, assign and deliver to such successor any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties or obligations, any and all such deeds, conveyances and instruments in writing shall on

request and so far as may be authorized by law be executed, acknowledged and delivered to the City by the Trustee originally appointed herein.

Section 22. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible under Section 20 hereof, shall be the successor to the Trustee without the execution or filing of any document or further act, anything herein to the contrary notwithstanding, so long as such surviving entity shall continue to provide corporate trust services.

Section 23. The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Ordinance, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements.

Whenever in the administration of its duties under this Ordinance the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or allowing any action hereunder, such matter (unless other evidence in respect thereof be herein specifically required) shall be deemed to be conclusively proved and established by a certificate of the Chief Financial Officer or his designee, and such certificate shall be full warranty to the Trustee for any action taken or suffered under the provisions of this Ordinance upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

The Trustee may become the Owner of any of the Bonds with the same rights it would have if it were not the Trustee; may acquire and dispose of bonds or other evidences of indebtedness of the City with the same rights it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners, whether or

not such committee shall represent the Owners of the majority in aggregate principal amount of the Bonds Outstanding.

The Trustee may execute any of the trusts or powers and perform the duties required of it hereunder by or through attorneys, agents or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder. The Trustee shall not be responsible for the conduct of any attorney, agent or receiver selected by it with due care.

The Trustee shall not be responsible for any recital herein, in the Bonds (except in respect to the certificate of authentication of the Trustee endorsed on the Bonds), or for any instrument of further assurance, or for the validity of the execution by the City of this Ordinance or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for any information, statement or recital in any offering memorandum, and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the City, except as herein set forth; but the Trustee may require of the City full information and advice as to the performance of the covenants, conditions and agreements aforesaid.

The Trustee shall not be answerable for the exercise of any discretion or power under this Ordinance or for anything whatever in connection with the funds and accounts established hereunder, except only for its own negligence or willful misconduct.

The Trustee shall not be personally liable for any error of judgment made in good faith by a responsible officer or officers of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts or in the perform of an express duty.

The Trustee shall not be personally liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Ordinance, provided that before taking any action hereunder requested by the Owners of any Bonds Outstanding, the Trustee may require that it be furnished with indemnity satisfactory to it for extraordinary fees and for the reimbursement of all expenses, including fees and expenses of its counsel, to which

it may be put and to protect it against all liability, except liability which results from the negligence or willful misconduct of the Trustee, by reason of any action so taken by the Trustee.

The Trustee shall not be required to advance or expend or use its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or liability is not assured to it by the security afforded to it by the terms of this Ordinance or by other reasonable security or indemnity.

The Trustee shall not be under any obligation to take any action toward the execution or enforcement of the trusts created by this Ordinance which, in the opinion of the Trustee, will likely involve it in expense or liability, unless one or more of the Owners of Bonds shall, as often as required by the Trustee furnish to the Trustee security and indemnification satisfactory to the Trustee against such expense or liability.

Section 24. Before being required to take any action, the Trustee may require an opinion of counsel acceptable to the Trustee, which opinion shall be made available to the City upon request, which counsel may be counsel to the City, or a verified certificate of the Chief Financial Officer or his designee, or both, concerning the proposed action. If it does so in good faith, the Trustee shall be absolutely protected in relying on any such opinion or certificate.

Section 25. The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other like occurrences beyond the control of the Trustee; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 26. The Trustee agrees to accept and act upon instructions or directions pursuant to this Ordinance sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If

the City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Trustee and that there may be more secure methods of transmitting instructions than the method(s) selected by the City; and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

Section 27. The Trust Estate is hereby irrevocably pledged to and shall be used for the punctual payment of the principal of, premium, if any, and interest on the Bonds, and for payment of other costs as set forth herein, and the Trust Estate shall not be used for any other purpose while any of the Bonds remain outstanding. The pledge of the Assessment Installments shall constitute a first and exclusive lien on the Assessment Installments for the foregoing purposes in accordance with the terms hereof; provided that pursuant to the Act such lien is coequal with the latest lien on the real property in the Districts to secure the payment of general (ad valorem) taxes.

Section 28. There shall be deposited into the "City of Las Vegas, Nevada, Special Improvement District Nos. 808 and 810 (Summerlin Village 23B) Rebate Fund" any amounts paid by the City for deposit therein. The Rebate Fund shall be held by the Trustee, but shall not constitute part of the Trust Estate. Notwithstanding any other provision of this Ordinance or of the District Financing Agreement, any investment income or other gain on moneys in the Construction Fund, the Bond Fund or the Bond Reserve Fund may, at the City's direction, be transferred to the Rebate Fund to enable the City to satisfy the requirements of Section 148(f) of the Code. Moneys in the Rebate Fund shall be paid to the United States by the Trustee, at the City's direction, in the amounts and at the times required by the Code. Any

excess moneys contained in the Rebate Fund shall be transferred, at the City's direction, to the Trustee for deposit to the Bond Fund. Upon payment of all amounts due to the United States pursuant to Section 148 of the Code, any moneys remaining in the Rebate Fund shall be transferred to the City. The Trustee shall have no responsibility with respect to compliance with the provisions of this Section except to comply with the direction of the City.

The Trustee shall not be required to take any actions under the Tax Certificate executed in connection with the Bonds (the "Tax Certificate") in the absence of written instructions from the City, and the Trustee shall conclusively be deemed to have complied with the provisions of the Tax Certificate if it complies with such written instructions of the City.

The Trustee may conclusively rely on any written direction from the City with regard to the Rebate Fund and the City hereby agrees, to the extent permitted by law, to hold harmless the Trustee for any loss, claim, liability or expense incurred by the City for any actions taken by the Trustee in accordance with such written direction.

Section 29. So long as any of the Bonds remain outstanding, the City will keep or cause to be kept true and accurate books of records and accounts showing full and true entries covering the collection and disposition of the Assessment Installments, as well as any delinquencies in the collection thereof, covering deposits in and disbursements from the Construction Fund, the Bond Fund, the Bond Reserve Fund and the Rebate Fund, and covering the payment of the principal of, premium, if any, and interest on the Bonds. The City will permit an inspection and examination of all records and accounts at all reasonable times by a representative of the Purchaser.

Section 30. Promptly (but in no event later than 60 days after the installment due date) upon a default in the due and punctual payment of any Assessment Installment due hereunder and under the Assessment Ordinance, the City Treasurer promptly shall mark the assessment installment delinquent on the assessment roll for the District and shall notify the owner of such delinquent property, if known, in writing of such delinquency, by first class mail, postage prepaid, addressed to such owner's last-known address. Said assessment shall be enforced by the City Treasurer and other officers of the County as provided in NRS 271.545 to 271.630, and the assessment roll and a certified copy of the Assessment Ordinance shall be prima facie evidence of the regularity of the proceeding.

The Council shall direct the City Treasurer to give notice of the sale of the property subject to the lien of the delinquent Assessment Installment, or all of the Assessment with respect to such property if the Council has exercised its option to cause the whole amount of the unpaid Assessment with respect to such property to become due and payable (subject to the provisions of 30 hereof), and shall sell such property as provided in and pursuant to the Act. In the event that the owner of such property does not prior to the day of sale pay the amount of all delinquent Assessment Installments, with accrued interest thereon and penalties and costs of collection (as further provided in the Assessment Ordinance and the Act), and such property is not sold to a third party purchaser at such sale, the property may be stricken off to the City and held in trust for the benefit of the District pursuant to the Act.

Section 31. If any of the following events occur, it is hereby declared to constitute an "Event of Default":

(i) Default in the due and punctual payment of interest on any Bond, whether at the stated interest payment date or special interest payment date thereof, or upon proceedings for redemption thereof, or otherwise;

(ii) Default in the due and punctual payment of the principal of or premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or otherwise;

(iii) Failure of the City to commence or cause to be commenced enforcement proceedings in accordance with Section 30 hereof, or to diligently pursue or cause to be diligently pursued, any such enforcement proceedings; or

(iv) If default shall be made by the City in the observance of any of the other covenants, agreements of conditions on its part in this Ordinance or in the Bonds contained, and such default shall have continued for a period of 30 days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the City by the Trustee, or to the City and the Trustee by the Owners of not less than 25% in aggregate principal amount of the Bonds Outstanding; provided, however, if in the reasonable opinion of the City the failure stated in the notice can be corrected, but not within such 30 day period, such failure shall not constitute an Event of Default if corrective action is instituted by the City within such 30 day period and the City shall thereafter diligently and in good faith cure such failure in a reasonable period of time.

Section 32. If an Event of Default shall happen, then in each and every such case during the continuance of such Event of Default, the Trustee may, and upon the written request of the Owners of a majority in aggregate principal amount of the Bonds Outstanding and upon being indemnified to its satisfaction, shall exercise any and all remedies available pursuant to law including, without limitation, the right:

(i) to file and prosecute a foreclosure action pursuant to the Act in the name of the City;

(ii) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the City or any officer or employee thereof, and to compel the City or any such officer or employee thereof, to observe or perform their duties under applicable law and the conditions, covenants and terms contained herein required to be observed or performed by them;

(iii) by suit in equity to enjoin any acts or things which are unlawful or which violate the rights of the Trustee; or

(iv) by suit in equity upon the happening of any Event of Default hereunder to require the City and its officers and employees to account as the trustee of an express trust.

All rights of action (including the right to file proof of claims) under this Ordinance or any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any Owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the Owners of the Bonds Outstanding.

All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of Bonds Outstanding. The failure of the Owners or the Trustee so to foreclose upon the property that is the subject of such delinquent Assessment Installment, or so to proceed against the City, or both, shall not relieve the City or any of its officers, agents or employees of its duty so to take the actions set forth in Section 29 hereof.

Section 33. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners of the Bonds under this Ordinance, the Trustee shall be entitled, as a matter of right,

to the appointment of a receiver or receivers of the Assessments and the funds created hereunder and of the revenues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 34. No delay or omission of the Trustee or of any Owner of any of the Bonds to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Ordinance to the Trustee or to the Owners of the Bonds may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Owners of the Bonds.

Section 35. No remedy herein conferred upon or reserved to the Trustee or to the Owners of the Bonds is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity, by statute, or otherwise.

Section 36. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in aggregate principal amount of the Bonds Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default hereunder, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of least a majority in aggregate amount of the Bonds Outstanding opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

Section 37. No Owner shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under this Ordinance, except as provided hereinbelow, unless (i) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default, (ii) the Owners of at least a majority in aggregate principal amount of the Bonds Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name and shall have afforded the Trustee a reasonable opportunity to exercise such powers or

institute such proceedings, (iii) said Owners shall have tendered to the Trustee indemnity reasonably acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request, and (iv) the Trustee shall have refused or failed to comply with such request for a period of 60 days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee; provided that nothing herein shall limit the rights granted to the Owners pursuant to NRS 271.630.

Such notification, request, tender of indemnity and refusal or failure are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of any remedy hereunder; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by his or their action to enforce any right under this Ordinance, except in the manner herein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Bonds Outstanding. All moneys received by any Owner bringing such proceedings shall be immediately delivered to the Trustee.

The right of any Owner of any Bond to receive payment of the principal of and interest on his or her Bond as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Ordinance.

Section 38. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall be applied by the Trustee in the following order:

(i) To the payment of the fees, costs and expenses of the Trustee and of the Owners incurred in exercising their rights and remedies under this Article, including reasonable compensation to its or their agents, attorneys and counsel.

(ii) To the payment of the principal of and interest then due with respect to the Bonds (upon presentation of the Bonds to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of this Ordinance, as follows:

First: To the payment to the persons entitled thereto of all installments of interest on any Bonds then due in the order of the maturity of such installments,

and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal of any Bonds which shall have become due, whether at maturity or by call for redemption, with interest on the overdue principal at the rate borne by the respective Bonds on the date of maturity or redemption, and, if the amount available shall not be sufficient to pay in full all the Bonds, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the persons entitled thereto, without any discrimination or preference.

(iii) Any remaining funds shall be transferred by the Trustee to the Bond Fund.

Notwithstanding the provisions in this Section, the Trustee shall sell investments in the Bond Fund to the extent necessary to pay and shall apply amounts to the payment of the principal of and interest due on Bonds on any interest payment date.

Section 39. In case the Trustee shall have proceeded to enforce any right under this Ordinance by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case, the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, respectively, with regard to the property subject to this Ordinance, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 40. The City covenants for the benefit of the Owners of the Bonds to comply with the provisions of the Continuing Disclosure Certificate with only such changes therein, if any, as are not inconsistent herewith which the Mayor is authorized and directed to execute.

Section 41. A. The form, terms and provisions of the Bond Purchase Agreement and the Escrow Agreement are approved and the City shall enter into the Bond Purchase Agreement and the Escrow Agreement in substantially the forms of such documents on file with the City Clerk, with only such changes therein, if any, as are approved by the Chief Financial Officer, such approval to be evidenced by the execution of the Bond Purchase

Agreement and the Escrow Agreement by the Chief Financial Officer; and the Chief Financial Officer is hereby authorized and directed to execute and deliver the Bond Purchase Agreement, the Escrow Agreement, and the Certificate of the Chief Financial Officer, provided that the Bond terms and details are consistent with this Ordinance. The distribution and use of the Preliminary Official Statement is hereby authorized, ratified and confirmed and the distribution, use of, and execution of the final Official Statement for the Bonds in substantially the form of the Preliminary Official Statement, with such amendments, additions, and deletions as are consistent with the facts and not inconsistent herewith as may be approved by the Chief Financial Officer by his execution of the final Official Statement, is hereby authorized. The Mayor or the Chief Financial Officer is hereby authorized to execute the final Official Statement for the Bonds in substantially the form of the Preliminary Official Statement.

B. The officers of the City are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing:

(i) The printing of the Bonds, including, without limitation, the printing of such additional blank Bonds as shall be required by the Trustee; and

(ii) The printing and distribution of the final Official Statement for the Bonds in substantially the form of the Preliminary Official Statement heretofore approved by the Council, but with such amendments, additions and deletions as are in accordance with the facts and not inconsistent herewith; and

(iii) The execution of such certificates as may be reasonably required by the Purchaser, relating, inter alia, to the signing and registration of the Bonds, the tenure and identity of the officials of the Council and the City, the delivery of the Bonds, the receipt of the purchase price for the Bonds, any representations required by Rule 15c2-12 promulgated by the Securities and Exchange Commission, the exemption of interest on the Bonds from federal and state income taxation, and if it is in accordance with fact, the absence of litigation, pending or threatened, affecting the validity thereof. It shall be the duty of the proper officers of the City to hereafter take all action necessary for the City to comply with the provisions of the Act, as hereafter amended and supplemented from time to time.

Section 42. The City covenants for the benefit of the Owners of the 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 or refinanced with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code, or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the City in fulfilling the above covenant under the Code have been met.

Section 43. The City covenants for the benefit of the Owners of the Bonds that it will use its best efforts to apportion the Assessments in accordance with the Assessment Ordinance.

The City covenants that it will not reapportion the assessments pursuant to Section 6(b) of the Assessment Ordinance for District 810 unless it makes the findings required by clause (i) and clause (ii) of such Section. The Council will not make the finding described in clause (i) of Section 6(b) of the Assessment Ordinance for District 810 unless it first obtains a written report of a Qualified Engineer certifying that the Value-to-Lien Ratio (including in the calculation thereof any increase in the Assessment on any parcel as a result of such combination or reapportionment) for each parcel of the property, if any, on which Assessments are increased as a result of such reapportionment is at least 3 to 1. The City Council will not make the finding described in clause (ii) of Section 6(b) of the Assessment Ordinance for District 810 unless it first obtains a written report of a Qualified Engineer stating that the proposed combination or reapportionment of Assessments will not increase the principal balance of any Assessment to an amount such that the aggregate amount which is assessed against a tract exceeds the minimum benefit to the tract that is estimated to result from the project which is financed by the Assessment. In making either of the findings, the Council will be entitled to rely on the written report of a Qualified Engineer; and such written report shall be conclusive evidence of the conclusions set forth therein. The Council will not make either of the findings described above unless, as of the effective date of the proposed combination or reapportionment, there are no

delinquencies in the payment of Assessment Installments on any parcels on which Assessments will be increased as a result of such combination or reapportionment.

The Council's determination that the apportionment is in accordance with the Report shall be conclusive and binding upon the owners of the property and the owners of the Bonds. The Council's approval of an apportionment report shall be deemed conclusively to constitute a finding that the apportionment is in accordance with the Assessment Ordinance.

Section 44. A. This Ordinance may be amended or supplemented by an ordinance or ordinances adopted by the Council, without the receipt by the City of any additional consideration, with the written consent of the owners of not less than sixty-six percent (66%) of the Bonds Outstanding at the time of the adoption of such amendatory or supplemental ordinance, provided, however, that no such ordinance shall have the effect of permitting:

(i) An extension of the maturity of any Bond authorized by this Ordinance; or

(ii) A reduction in the principal amount of any Bond or the rate of interest thereon; or

(iii) The creation of a lien upon or a pledge of property, revenues or funds, ranking prior to the liens or pledges created by this Ordinance; or

(iv) A reduction of the principal amount of Bonds required for consent to such amendatory or supplemental ordinance.

B. The City may, without the consent of or notice to the owners, adopt one or more ordinances supplemental hereto, which supplemental ordinances shall thereafter form a part hereof, for any one or more of the following purposes:

(i) To cure any ambiguity, or to cure, correct or supplement any formal defect or omission or inconsistent provision contained in this ordinance, to make any provision necessary or desirable due to a change in law, to make any provisions with respect to matters arising under this ordinance, or to make any provisions for any other purposes if, in each case, such provisions are necessary or desirable and do not adversely affect the interests of the owners of the Bonds; or

(ii) To pledge additional revenues, properties or collateral as security for the Bonds; or

(iii) To grant or confer upon the Trustee for the benefit of the owners of the Bonds any additional rights, remedies, power or authorities that may lawfully be granted to or conferred upon the owners; or

(iv) for the purpose of providing for the issuance of Refunding Bonds.

Section 45. So long as any of the Bonds are Outstanding, the City may issue Refunding Bonds and may pledge a portion of the Assessments to the payment of such Refunding Bonds if (i) the Value-to-Lien Ratio as of the date of issuance of such Refunding Bonds is not less than the Value-to-Lien Ratio as of the date of issuance of the Bonds, as provided in the final Official Statement for the Bonds; and (ii) the principal amount of the Remaining Assessments is not less than the principal amount of the Bonds remaining Outstanding after the issuance of the Refunding Bonds. The requirement of NRS 271.488(8)(a) shall be deemed to have been met with respect to the issuance of Refunding Bonds which comply with this section. Upon the issuance of the Refunding Bonds, the Assessments pledged to the payment of the Refunding Bonds shall be released from and shall no longer constitute a part of the Trust Estate. In connection with the issuance of the Refunding Bonds, the City may transfer from the Bond Reserve Fund to any fund or account of the City designated by the Council all or any portion of the amount in the Bond Reserve Fund which will be in excess of the minimum requirement after issuance of the Refunding Bonds.

Section 46. So long as the Bonds or any portion thereof remain Outstanding, the City shall not levy Parity Assessments unless:

A. The Director of Public Works of the City shall have delivered a certificate to the Council at the time of approval of such Parity Assessments to the effect that (i) no portion of the project or projects for which such Parity Assessments are being levied are to be constructed within the exterior boundaries of the District, or if the project or projects for which such Parity Assessments are being levied are to be constructed within the exterior boundaries of the District, that not more than ten percent (10%) of the total amount of assessments being levied for such project or projects will be levied on property within the District, and (ii) the project or projects to be constructed would not have been required as a condition or requirement of development of land within the District based upon the City's development standards in existence as of June 1, 2014; or

B. The Parity Value-to-Lien Ratio of all of the assessable property within the District against which property Parity Assessments are to be levied will in the aggregate, immediately after such levy, be not less than 5:1.

Any certificate delivered by the Director of Public Works of the City pursuant to subsection A above shall be final and conclusive as to the matters contained therein absent fraud.

Section 47. The Administration Fund shall be a special fund held by the Trustee, but shall not constitute part of the Trust Estate. All money in the Administration Fund shall be used to pay the reasonable administration and other expenses of the City in connection with the Bonds, the Assessments and the Project or principal, premium or interest on the Bonds upon submission to the Trustee of a disbursement request in substantially the form provided in Appendix III attached hereto signed and approved by the Chief Financial Officer or his designee. The amount of any income realized from the investment of the money in the Administration Fund shall be retained in the Administration Fund or, at the option of the City and to the extent permitted by law, transferred to the Rebate Fund.

Section 48. If any Outstanding Bonds shall be paid and discharged in any one or more of the following ways:

A. by paying or causing to be paid the principal, interest, and redemption premium, if any, on such Bonds Outstanding, as and when the same become due and payable at maturity or on the date of redemption prior thereto; or

B. by depositing with the Trustee, under an escrow deposit and trust agreement or other similar document, an amount which together with the amount of earnings calculated to accrue on any investment of such amounts in legally permitted, noncallable Federal Securities to maturity or applicable redemption date will be sufficient to pay and discharge such Bonds Outstanding (including all principal, interest and redemption premiums, if any) at or before their respective maturity dates, as shall be verified by an independent public accountant, and if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in Section 4 hereof or provision satisfactory to the Trustee shall have been made for the giving of such notice;

then, at the election of the City, and notwithstanding that any such Bonds shall not have been surrendered for payment, all obligations of the Trustee and the City under this Ordinance with respect to such Outstanding Bonds shall cease and terminate, except only the obligation of the

Trustee to pay or cause to be paid to the Owners of such Bonds, respectively, not so surrendered and paid all sums due thereon. Notice of such election shall be filed with the Trustee.

To accomplish the discharge of liability in respect of the Bonds described in the preceding paragraph, the City shall cause to be delivered (a) a Verification, (b) an escrow agreement, and (c) an opinion of nationally recognized bond counsel to the effect that the Bonds are no longer "Outstanding" under this Ordinance. Each Verification and defeasance opinion shall be acceptable in form and substance to the City.

Notwithstanding anything contained in this Section to the contrary, the fees and expenses of the Trustee (including reasonable counsel fees) must be paid, or provision for such payment satisfactory to the Trustee must be made, in order to effect any discharge of this Ordinance and the satisfaction and discharge of this Ordinance shall be without prejudice to the right of the Trustee to charge and be reimbursed by the City for any expenditures which it may thereafter incur in connection herewith.

Any funds held hereunder by the Trustee, at the time of receipt such notice from the City, which are not required for the purpose above mentioned, shall, upon payment of all fees and expenses of the Trustee, including attorneys' fees, be paid over to the City.

Nothing herein contained shall be deemed to limit or prevent the defeasance of less than all of the Outstanding Bonds from any moneys available therefor.

Section 49. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of the interest or principal or redemption premiums, if any, of any Bonds which remains unclaimed for three years after the date when the payments on such Bonds have become payable, if such money was held by the Trustee on such date, or for two years after the date of deposit of such money if deposited with the Trustee after the date when such amounts on such Bonds have become payable, shall be repaid by the Trustee to the City as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the owners of the Bonds shall look only to the City for the payment of the interest and principal and redemption premiums, if any, on such Bonds; provided that before being required to make any such payment to the City, the Trustee shall, at the expense of the City, give notice by mail to the owners of the Bonds that such money remains unclaimed and that after a date named in such notice, which date shall not be less than 60 days after the date of giving such notice, the balance of such money then unclaimed will

be returned to the City. During the period the Trustee holds such unclaimed money, it shall have no responsibility to invest such unclaimed money.

Section 50. Pursuant to the authority granted by NRS 271.415(2)(b), the Chief Financial Officer shall, via the Certificate of the Chief Financial Officer, fix the rate of interest on the unpaid balance of the Assessments due after the date the Bonds are sold at one percent (1%) above the highest rate of interest payable on the Bonds at any maturity.

Section 51. All ordinances, resolutions, bylaws and orders, or parts thereof, in conflict with the provisions of this Ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw or order, or part thereof, heretofore repealed.

Section 52. 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 CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NOS. 808 AND 810 (SUMMERLIN VILLAGE 23B) AND AUTHORIZING THE ISSUANCE OF LOCAL IMPROVEMENT REFUNDING BONDS, SERIES 2014.

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 September 17, 2014, and will be considered for adoption at the a regular meeting of the City Council of the City of Las Vegas held on October 1, 2014.

/s/ BEVERLY K. BRIDGES, MMC
City Clerk

(End of Form of Publication of Notice of Deposit of An Ordinance)

Section 53. After this Ordinance is signed by the Mayor and attested and sealed by the Clerk, this Ordinance shall be published once by its title only, together with the names of the Council members voting for or against its passage, such publication to be made in the Las Vegas Review-Journal, a newspaper 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 CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NOS. 808 AND 810 (SUMMERLIN VILLAGE 23B) AND AUTHORIZING THE ISSUANCE OF LOCAL IMPROVEMENT REFUNDING BONDS, SERIES 2014.

PUBLIC NOTICE IS HEREBY GIVEN, and that such Ordinance was proposed on September 17, 2014, and was passed at the meeting held on October 1, 2014, 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 October __, 2014, 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 September 17, 2014.

/s/ CAROLYN G. GOODMAN
Mayor

Attest:

/s/ BEVERLY K. BRIDGES, MMC
City Clerk

(End of Form of Publication)

Section 54. If any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

CAROLYN G. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC, City Clerk

Approved as to Form:

9-8-14 Val Steel
Date Deputy City Attorney

This Ordinance shall be in full force and effect from and after October __, 2014, i.e., the day after the publication of such Ordinance by its title only.

APPENDIX I

(Property Description)

SUMMERLIN VILLAGE 23B

THAT PORTION OF PARCEL 1 AS SHOWN BY MAP THEREOF ON FILE IN FILE 91, PAGE 28 OF PARCEL MAPS IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LYING WITHIN SECTIONS 27 AND 34, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:
BEGINNING AT THE CENTERLINE INTERSECTION OF FOX HILL DRIVE AND ALTA DRIVE AS SHOW BY MAP THEREOF ON FILE IN BOOK 121, PAGE 12 OF PLATS IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE;
THENCE NORTH 82°41'35" WEST, 241.06 FEET;
THENCE CURVING TO THE LEFT ALONG THE ARC OF A 2500.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 12°56'40", AN ARC LENGTH OF 564.81 FEET;
THENCE SOUTH 84°21'45" WEST, 486.07 FEET;
THENCE NORTH 10°38'15" WEST, 2027.33 FEET;
THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 2500.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 34°35'15", AN ARC LENGTH OF 1509.16 FEET;
THENCE NORTH 23°57'00" EAST, 1748.71 FEET;
THENCE SOUTH 66°03'00" EAST, 42.84 FEET;
THENCE FROM A TANGENT BEARING SOUTH 23°57'00" WEST, CURVING TO THE LEFT ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 93°00'00", AN ARC LENGTH OF 48.69 FEET;
THENCE SOUTH 69°03'00" EAST, 195.72 FEET;
THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 09°46'54", AN ARC LENGTH OF 51.22 FEET TO A POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS NORTH 30°43'54" EAST;
THENCE CURVING TO THE LEFT ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 14°12'45", AN ARC LENGTH OF 74.42 FEET TO A POINT OF COMPOUND CURVATURE TO WHICH A RADIAL LINE BEARS SOUTH 16°31'10" WEST;
THENCE CURVING TO THE LEFT ALONG THE ARC OF A 1062.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 06°01'28", AN ARC LENGTH OF 111.66 FEET;
THENCE SOUTH 79°30'18" EAST, 1147.69 FEET;
THENCE SOUTH 78°13'55" EAST, 225.05 FEET;
THENCE SOUTH 79°30'18" EAST, 69.63 FEET;
THENCE CURVING TO THE LEFT ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 86°14'26", AN ARC LENGTH OF 45.16 FEET TO A POINT TO WHICH A RADIAL LINE BEARS SOUTH 75°44'44" EAST;
THENCE ALONG THE PROLONGATION OF SAID RADIAL LINE, SOUTH 75°44'44" EAST, 54.67 FEET;
THENCE NORTH 14°15'16" EAST, 36.42 FEET;
THENCE SOUTH 75°44'44" EAST, 40.00 FEET;

THENCE FROM A TANGENT BEARING SOUTH 14°15'16" WEST, CURVING TO THE LEFT ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 29°55'35", AN ARC LENGTH OF 31.34 FEET TO A POINT OF COMPOUND CURVATURE TO WHICH A RADIAL LINE BEARS SOUTH 74°19'40" WEST;
THENCE CURVING TO THE LEFT ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 63°49'58", AN ARC LENGTH OF 33.42 FEET;
THENCE SOUTH 79°30'18" EAST, 200.00 FEET;
THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 10°59'17", AN ARC LENGTH OF 57.53 FEET TO A POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS NORTH 21°28'59" EAST;
THENCE CURVING TO THE LEFT ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 10°59'17", AN ARC LENGTH OF 57.53 FEET;
THENCE SOUTH 79°30'18" EAST, 118.05 FEET;
THENCE SOUTH 80°46'41" EAST, 225.05 FEET;
THENCE SOUTH 79°30'18" EAST, 604.08 FEET;
THENCE SOUTH 80°46'42" EAST, 426.75 FEET;
THENCE CURVING TO THE LEFT ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 12°55'42", AN ARC LENGTH OF 5.64 FEET;
THENCE NORTH 86°17'36" EAST, 35.31 FEET;
THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 14°12'06", AN ARC LENGTH OF 6.20 FEET;
THENCE SOUTH 79°30'18" EAST, 74.82 FEET;
THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 09°27'44", AN ARC LENGTH OF 4.13 FEET;
THENCE SOUTH 70°02'34" EAST, 56.69 FEET;
THENCE CURVING TO THE LEFT ALONG THE ARC OF A 25.00-FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 09°27'44", AN ARC LENGTH OF 4.13 FEET;
THENCE SOUTH 79°30'18" EAST, 47.93 FEET;
THENCE CURVING TO THE LEFT ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 66°41'27", AN ARC LENGTH OF 46.56 FEET TO A POINT OF COMPOUND CURVATURE TO WHICH A RADIAL LINE BEARS SOUTH 56°11'45" EAST;
THENCE CURVING TO THE LEFT ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 21°47'42", AN ARC LENGTH OF 104.61 FEET TO A POINT TO WHICH A RADIAL LINE BEARS SOUTH 77°59'27" EAST;
THENCE SOUTH 77°30'18" EAST, 60.12 FEET;
THENCE SOUTH 12°29'42" WEST, 771.55 FEET;
THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 3000.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 03°48'48", AN ARC LENGTH OF 199.67 FEET;
THENCE SOUTH 16°18'30" WEST, 1310.50 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 3750.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 25°23'11", AN ARC LENGTH OF 1661.54 FEET TO A POINT TO WHICH A RADIAL LINE BEARS SOUTH 80°55'19" WEST;
THENCE SOUTH 75°35'40" WEST, 805.93 FEET;
THENCE CURVING TO THE LEFT ALONG THE ARC OF A 6000.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 04°20'20", AN ARC LENGTH OF 454.37 FEET;
THENCE SOUTH 71°15'20" WEST, 219.22 FEET;
THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 2160.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 26°03'05", AN ARC LENGTH OF 982.11 FEET;
THENCE NORTH 82°41'35" WEST, 209.09 FEET TO THE **POINT OF BEGINNING**.
CONTAINING 443.68 ACRES.

APPENDIX II

FORM OF CONSTRUCTION FUND DISBURSEMENT REQUEST

The Bank of New York Mellon Trust Company, N.A.
Attn: Corporate Trust
400 S. Hope Street, Suite 400
Los Angeles, CA 90071

Direction to Make Disbursements from Construction Fund Established in Connection with the City of Las Vegas, Nevada Special Improvement District No. 810 (Summerlin Village 23B)

As Trustee pursuant to the Special Improvement District Nos. 808 and 810 (Summerlin Village 23B) Bond Ordinance finally adopted and approved by the City Council of the City of Las Vegas, Nevada on October 1, 2007 (the "Bond Ordinance"), you are hereby directed to pay the following from the Construction Fund continued in Section 11 of the Bond Ordinance (and described in Section 12 of the Bond Ordinance) to the person(s) described below (supporting invoices, which Trustee shall have no obligation to review are attached) in the amount(s) set forth below for the items described below:

PERSONS AND AMOUNTS: _____
ITEMS WHICH ARE SUBJECT OF PAYMENT: _____
PAYEE'S INSTRUCTIONS: _____
_____
_____

Dated this _____ day of _____, 20__.

CITY OF LAS VEGAS, NEVADA

By: _____
Chief Financial Officer
(or his designee)

APPENDIX III

FORM OF ADMINISTRATION FUND DISBURSEMENT REQUEST

The Bank of New York Mellon Trust Company, N.A.
Attn: Corporate Trust
400 S. Hope Street, Suite 400
Los Angeles, CA 90071

Direction to Make Disbursements from Administration Fund Established in Connection with the City of Las Vegas, Nevada Special Improvement District Nos. 808 and 810 (Summerlin Village 23B)

As Trustee pursuant to the Special Improvement District Nos. 808 and 810 (Summerlin Village 23B) Bond Ordinance finally adopted and approved by the City Council of the City of Las Vegas, Nevada on October 1, 2014 (the "Bond Ordinance"), you are hereby directed to pay the following from the Administration Fund continued in Section 11 of the Bond Ordinance to the person(s) described below (supporting invoices, which Trustee shall have no obligation to review are attached) in the amount(s) set forth below for the items described below:

PERSONS AND AMOUNTS: _____
ITEMS WHICH ARE SUBJECT OF PAYMENT: _____
PAYEE'S INSTRUCTIONS: _____
_____
_____

Dated this _____ day of _____, 20__.

CITY OF LAS VEGAS, NEVADA

By: _____
Chief Financial Officer
(or his designee)

STATE OF NEVADA)
)
COUNTY OF CLARK) **:ss**
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, the duly chosen, qualified and acting 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 at the meeting of the Council on September 17, 2014, and finally adopted and approved on October 1, 2014.

2. The following members of the Council were present at the September 17, 2014 Council meeting:

Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers
Those Absent:	_____
	_____

3. The foregoing Ordinance was first proposed and read by title to the City Council on September 17, 2014, and referred to a committee composed of _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on October 1, 2014, which was a regular meeting of said Council; that at 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 October 1, 2014 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:

Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers

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 the City Clerk, 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 September 17, 2014, and October 1, 2014. Pursuant to Nevada Revised Statutes ("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, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
Las Vegas

(ii) City of Las Vegas Development Services Center
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

and

(b) By giving a copy of the notice by 9:00 a.m. no later than three working days before the meetings to each person, if any, who has requested notice of the meetings of the Council in the same manner in which notice is required to be given to a member of the Council in accordance with Chapter 241 of NRS.

6. Prior to 9:00 a.m. at least 3 working days before such meetings, notice was posted on the official website of the State of Nevada (the "State") in compliance with Chapter 241 of NRS, unless the Board was unable to do so because of technical problems relating to the operation or maintenance of the official website of the State.

7. A copy of such notice so given of the meeting of the Council on September 17, 2014 is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the Council on October 1, 2014 is attached to this certificate as Exhibit B.

8. A copy of the notice of each meeting was posted on the City's website no later than 9:00 a.m. on the third working day prior to each meeting.

9. A copy of the affidavit of publication of notice of deposit of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

10. Upon request, the Council, 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 Council 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 October __, 2014.

_____

City Clerk

(SEAL)

EXHIBIT A
(Attach Copy of Notice of September 17, 2014 Meeting)

EXHIBIT B
(Attach Copy of Notice of October 1, 2014 Meeting)

EXHIBIT C
(Attach Affidavit of Publication of Notice of Deposit of the Ordinance)

EXHIBIT D
(Attach Affidavit of Publication of Adoption of Ordinance)

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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.: **71.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:

EOT-55484 - EXTENSION OF TIME - NON-PUBLIC HEARING - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: CLOUDBREAK LAS VEGAS, LLC - For possible action on a request for an Extension of Time of an approved Site Development Plan Review (SDR-19659) FOR A PROPOSED EXPANSION OF AN EXISTING MULTI-FAMILY RESIDENTIAL/SINGLE ROOM OCCUPANCY ESTABLISHMENT WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER STANDARD TO ALLOW A ONE-FOOT WIDE BUFFER ALONG A PORTION OF THE SOUTH PROPERTY LINE WHERE A 15-FOOT WIDE BUFFER IS REQUIRED; A SIX-FOOT WIDE BUFFER ALONG A PORTION OF THE EAST PROPERTY LINE WHERE AN EIGHT FOOT WIDE BUFFER IS REQUIRED; A THREE FOOT WIDE BUFFER ALONG A PORTION OF THE NORTH PROPERTY LINE WHERE AN EIGHT-FOOT WIDE BUFFER IS REQUIRED; AND A SIX-FOOT WIDE BUFFER ALONG THE WEST PROPERTY LINE WHERE AN EIGHT-FOOT WIDE BUFFER IS REQUIRED at 525 East Bonanza Road and 602 Encanto Drive (APNs 139-27-805-003 and 139-27-812-017), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

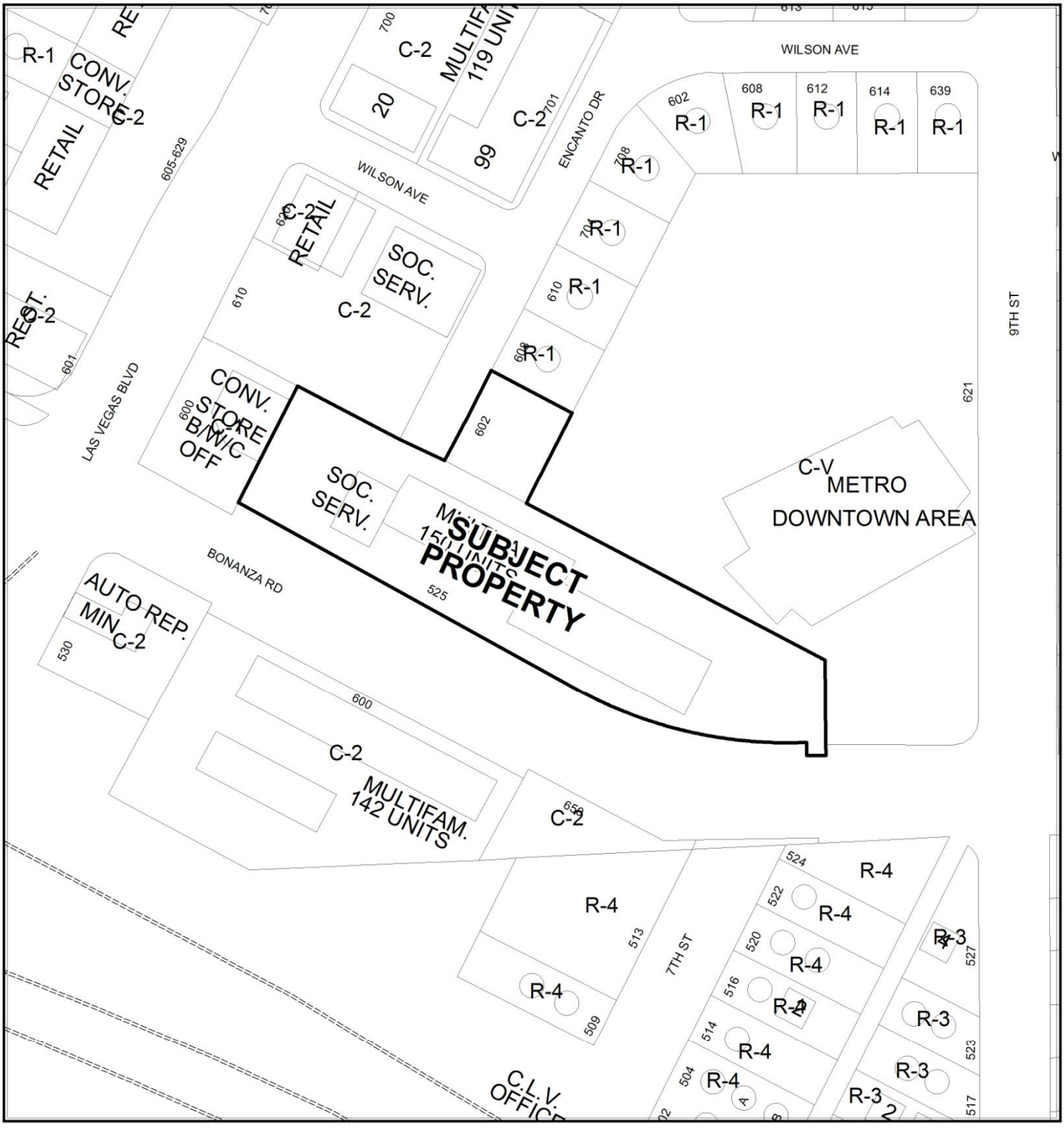
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter – EOT-50225
6. City Council Approval Letter – EOT-42577
7. City Council Approval Letter – EOT-35353
8. City Council Approval Letter – SDR-19659
9. Justification Letter



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CASE: **EOT-55484**

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

CASE: **EOT-55484**

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CLOUDBREAK LAS VEGAS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-55484	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

EOT-55484 CONDITIONS

Planning

1. This Site Development Plan Review (SDR-19659) shall expire on August 15, 2015 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-19659) and all other site related actions as required by the Department of Planning and Department of Public Works.

JG

Staff Report Page One
September 17, 2014 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This application is in response to a request for an Extension of Time of a previously approved Site Development Plan Review (SDR-19659) for a proposed expansion of an existing multi-family residential/single room occupancy establishment with waivers of the perimeter landscape buffer standards to allow a one-foot wide buffer along a portion of the south property line where a 15-foot wide buffer is required; a six-foot wide buffer along a portion of the east property line where an eight-foot wide buffer is required; a three-foot wide buffer along a portion of the north property line where an eight-foot wide buffer is required; and a six-foot wide buffer along the west property line where an eight-foot wide buffer is required located at 525 East Bonanza Road and 602 Encanto Drive.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/15/07	The City Council approved a request for Rezoning (ZON-21991) from R-1 (Single Family Residential) to C-2 (General Commercial) on 0.21 acres at 602 Encanto Drive. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for a Waiver (WVR-19668) of Title 18.12.130 to allow Encanto Drive to continue to end in a dead end street where a cul-de-sac is required.
	The City Council approved a related request for a Variance (VAR-19665) to allow a ten-foot setback from a primary arterial street where 44 feet is the minimum setback required; to allow a front yard setback of ten feet where 20 feet is required and a side yard setback of 8.5 feet where 10 feet is required; to allow a residential adjacency setback of 66.42 feet to the fourth floor where 127.5 feet is the minimum setback required on the north side of the property for a proposed expansion of an existing multi-family residential/single room occupancy establishment located at 525 East Bonanza Road and 602 Encanto Drive.
	The City Council approved a relate request for a Variance (VAR-19666) to allow 158 parking spaces where 394 is the minimum number of spaces required for a proposed expansion of an existing multi-family residential/single room occupancy establishment and social service provider located at 525 East Bonanza Road and 602 Encanto Drive.
	The City Council approved a related request for a Special Use Permit (SUP-19661) for a proposed expansion of a single room occupancy residence located at 525 East Bonanza Road and 602 Encanto Drive.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/15/07	The City Council approved a related request for a Petition to Vacate (VAC-19669) the southern 101 feet of Encanto Drive, commencing approximately 97 feet south of the intersection of Encanto Drive and Wilson Avenue.
	The City Council approved a related request for a Site Development Plan Review (SDR-19659) for a proposed expansion of an existing multi-family residential/single room occupancy establishment with waivers of the perimeter landscape buffer standards to allow a one-foot wide buffer along a portion of the south property line where a 15-foot wide buffer is required; a six-foot wide buffer along a portion of the east property line where an eight-foot wide buffer is required; a three-foot wide buffer along a portion of the north property line where an eight-foot wide buffer is required; and a six-foot wide buffer along the west property line where an eight-foot wide buffer is required located at 525 East Bonanza Road and 602 Encanto Drive.
11/06/08	The Department of Planning administratively approved a request for an Extension of Time (EOT-30355) of a previously approved Vacation (VAC-19669) that vacated the southern 101 feet of Encanto Drive, commencing approximately 97 feet south of the intersection of Encanto Drive and Wilson Avenue.
09/14/09	The Department of Planning administratively approved a request for an Extension of Time (EOT-35354) of a previously approved Vacation (VAC-19669) that vacated the southern 101 feet of Encanto Drive, commencing approximately 97 feet south of the intersection of Encanto Drive and Wilson Avenue.
09/16/09	The City Council approved a request for an Extension of Time (EOT-35349) of a previously approved Waiver (WVR-19668) of Title 18.12.130 to allow Encanto Drive to continue to end in a dead end street where a cul-de-sac is required. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-35351) of a previously approved Variance (VAR-19665) to allow a ten-foot setback from a primary arterial street where 44 feet is the minimum setback required; to allow a front yard setback of ten feet where 20 feet is required and a side yard setback of 8.5 feet where 10 feet is required; to allow a residential adjacency setback of 66.42 feet to the fourth floor where 127.5 feet is the minimum setback required on the north side of the property for a proposed expansion of an existing multi-family residential/single room occupancy establishment located at 525 East Bonanza Road and 602 Encanto Drive.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/16/09	The City Council approved a related request for an Extension of Time (EOT-35350) of a previously approved Variance (VAR-19666) to allow 158 parking spaces where 394 is the minimum number of spaces required for a proposed expansion of an existing multi-family residential/single room occupancy establishment and social service provider located at 525 East Bonanza Road and 602 Encanto Drive.
	The City Council approved a related request for an Extension of Time (EOT-35352) of a previously approved Special Use Permit (SUP-19661) for a proposed expansion of a single room occupancy residence located at 525 East Bonanza Road and 602 Encanto Drive.
09/16/09	The City Council approved a related request for an Extension of Time (EOT-35492) of a previously approved Special Use Permit (SUP-20052) for a proposed Social Service Provider located at 525 East Bonanza Road and 602 Encanto Drive.
	The City Council approved a related request for an Extension of Time (EOT-35353) of a previously approved Site Development Plan Review (SDR-19659) for a proposed expansion of an existing multi-family residential/single room occupancy establishment with waivers of the perimeter landscape buffer standards to allow a one-foot wide buffer along a portion of the south property line where a 15-foot wide buffer is required; a six-foot wide buffer along a portion of the east property line where an eight-foot wide buffer is required; a three-foot wide buffer along a portion of the north property line where an eight-foot wide buffer is required; and a six-foot wide buffer along the west property line where an eight-foot wide buffer is required located at 525 East Bonanza Road and 602 Encanto Drive.
06/05/11	A code enforcement case (102530) was processed for weeds, refuse and waste at 602 Encanto Drive. The case was resolved on 06/18/11.
08/04/11	The Department of Planning administratively approved a request for an Extension of Time (EOT-35354) of a previously approved Vacation (VAC-19669) that vacated the southern 101 feet of Encanto Drive, commencing approximately 97 feet south of the intersection of Encanto Drive and Wilson Avenue.
09/07/11	The City Council approved a request for an Extension of Time (EOT-42569) of a previously approved Waiver (WVR-19668) of Title 18.12.130 to allow Encanto Drive to continue to end in a dead end street where a cul-de-sac is required. Staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/07/11	The City Council approved a related request for an Extension of Time (EOT-42568) of a previously approved Variance (VAR-19665) to allow a ten-foot setback from a primary arterial street where 44 feet is the minimum setback required; to allow a front yard setback of ten feet where 20 feet is required and a side yard setback of 8.5 feet where 10 feet is required; to allow a residential adjacency setback of 66.42 feet to the fourth floor where 127.5 feet is the minimum setback required on the north side of the property for a proposed expansion of an existing multi-family residential/single room occupancy establishment located at 525 East Bonanza Road and 602 Encanto Drive.
	The City Council approved a related request for an Extension of Time (EOT-42567) of a previously approved Variance (VAR-19666) to allow 158 parking spaces where 394 is the minimum number of spaces required for a proposed expansion of an existing multi-family residential/single room occupancy establishment and social service provider located at 525 East Bonanza Road and 602 Encanto Drive.
	The City Council approved a related request for an Extension of Time (EOT-42570) of a previously approved Special Use Permit (SUP-19661) for a proposed expansion of a single room occupancy residence located at 525 East Bonanza Road and 602 Encanto Drive.
	The City Council approved a related request for an Extension of Time (EOT-42576) of a previously approved Special Use Permit (SUP-20052) for a proposed Social Service Provider located at 525 East Bonanza Road and 602 Encanto Drive.
	The City Council approved a related request for an Extension of Time (EOT-42577) of a previously approved Site Development Plan Review (SDR-19659) for a proposed expansion of an existing multi-family residential/single room occupancy establishment with waivers of the perimeter landscape buffer standards to allow a one-foot wide buffer along a portion of the south property line where a 15-foot wide buffer is required; a six-foot wide buffer along a portion of the east property line where an eight-foot wide buffer is required; a three-foot wide buffer along a portion of the north property line where an eight-foot wide buffer is required; and a six-foot wide buffer along the west property line where an eight-foot wide buffer is required located at 525 East Bonanza Road and 602 Encanto Drive.
08/21/13	The City Council approved a request for an Extension of Time (EOT-42569) of a previously approved Waiver (WVR-19668) of Title 18.12.130 to allow Encanto Drive to continue to end in a dead end street where a cul-de-sac is required. Staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
	The City Council approved a related request for an Extension of Time (EOT-42568) of a previously approved Variance (VAR-19665) to allow a ten-foot setback from a primary arterial street where 44 feet is the minimum setback required; to allow a front yard setback of ten feet where 20 feet is required and a side yard setback of 8.5 feet where 10 feet is required; to allow a residential adjacency setback of 66.42 feet to the fourth floor where 127.5 feet is the minimum setback required on the north side of the property for a proposed expansion of an existing multi-family residential/single room occupancy establishment located at 525 East Bonanza Road and 602 Encanto Drive.
	The City Council approved a related request for an Extension of Time (EOT-42567) of a previously approved Variance (VAR-19666) to allow 158 parking spaces where 394 is the minimum number of spaces required for a proposed expansion of an existing multi-family residential/single room occupancy establishment and social service provider located at 525 East Bonanza Road and 602 Encanto Drive.
08/21/13 08/21/13	The City Council approved a related request for an Extension of Time (EOT-42570) of a previously approved Special Use Permit (SUP-19661) for a proposed expansion of a single room occupancy residence located at 525 East Bonanza Road and 602 Encanto Drive.
	The City Council approved a related request for an Extension of Time (EOT-42576) of a previously approved Special Use Permit (SUP-20052) for a proposed Social Service Provider located at 525 East Bonanza Road and 602 Encanto Drive.
	The City Council approved a related request for an Extension of Time (EOT-42577) of a previously approved Site Development Plan Review (SDR-19659) for a proposed expansion of an existing multi-family residential/single room occupancy establishment with waivers of the perimeter landscape buffer standards to allow a one-foot wide buffer along a portion of the south property line where a 15-foot wide buffer is required; a six-foot wide buffer along a portion of the east property line where an eight-foot wide buffer is required; a three-foot wide buffer along a portion of the north property line where an eight-foot wide buffer is required; and a six-foot wide buffer along the west property line where an eight-foot wide buffer is required located at 525 East Bonanza Road and 602 Encanto Drive.
08/28/13	The Department of Planning administratively approved a request for an Extension of Time (EOT-50230) of a previously approved Vacation (VAC-19669) that vacated the southern 101 feet of Encanto Drive, commencing approximately 97 feet south of the intersection of Encanto Drive and Wilson Avenue.

Most Recent Change of Ownership	
12/30/03	A deed was recorded for a change in ownership for APN 139-27-805-003.
12/21/06	A deed was recorded for a change in ownership for APN 139-27-812-017.

Related Building Permits/Business Licenses	
c.1985	The building at 525 East Bonanza Road was constructed.
09/05/07	A business license (N31-00375) was issued for a Non-Profit Social Services General at 525 East Bonanza Road. The license is still active.
	A business license (N38-00018) was issued for Non-Profit Shelter/Rescue Mission at 525 East Bonanza Road. The license is still active.
12/23/10	A business license (A07-01795) was issued for Apartments at 525 East Bonanza Road. The license is still active.
	A business license (G50-05755) was issued for General Retail Sales at 525 East Bonanza Road. The license is still active.
There have not been any plans submitted for review nor have any building permits been issued for the proposed project	

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
08/19/14	Staff conducted a field check of the subject site and found the area surrounding the business neat and clean in appearance, with the exception of the northern parcel that is enclosed with torn security fencing, trash, debris, weeds and broken glass.
Details of Application Request	
Site Area	
Net Acres	1.79

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Non-Profit Social Service Provider/ Single Room Occupancy Establishment	MXU (Mixed-Use)	C-2 (General Commercial)
North	Single Family, Detached	MXU (Mixed-Use)	R-1 (Single Family Residential)
	General Retail Store, Other than Listed/ Non-Profit Social Service Provider		C-2 (General Commercial)
South	Multi-Family Residential	MXU (Mixed-Use)	C-2 (General Commercial)
East	Government Facility	PF (Public Facilities)	C-V (Civic)
West	General Retail Store, Other than Listed	MXU (Mixed-Use)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Downtown North Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
A-O (Airport Overlay) District (200 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is fourth request for an Extension of Time of a previously approved Site Development Plan Review (SDR-19659) for the expansion of the existing structure with waivers of perimeter landscaping buffer standards located at 525 East Bonanza Road and 602 Encanto Drive. The applicant is requesting a one-year Extension of Time to keep the approved Site Development Plan Review (SDR-19659) on the same time limit as the preceding six Extension of Times that were approved at the August 21, 2013 City Council meeting with a two-year time limit.

Title 19.16.100 deems a Site Development Plan Review exercised upon the issuance of a building permit for new construction; as no building permits have been issued, this entitlement will expire unless the Extension of Time application is approved.

FINDINGS

As EOT-50224, 50226, 50227, 50228 and EOT-50229 were approved with a two-year time limit and EOT-50225 was approved for one-year; staff recommends approval of this request.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-55484 APN: 139-27-805-003&139-27-812-017

Name of Property Owner: Cloudbreak Las Vegas, LLC

Name of Applicant: Cloudbreak Las Vegas, LLC

Name of Representative: Randall Bishop

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: Randall Bishop

Subscribed and sworn before me

This ____ day of _____, 20____

_____

Notary Public in and for said County and State

State of California, County of Los Angeles
Subscribed and Sworn to (or affirmed)
Before me on this 5th day of August, 2014, by
Randall Bishop
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

_____
Signature of Notary Public

CHRIS MITCHELL
COMM. #2019601
Notary Public - California
LOS ANGELES COUNTY
My Comm. Exp. Apr. 13, 2017

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

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Department of Planning

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review

Project Address (Location) 525 E Bonanza Road

Project Name US Vets at the Meadows **Proposed Use** SRO

Assessor's Parcel #(s) 139-27-805-003 & 139-27-812-017 **Ward #** 5

General Plan: existing SC PF proposed ____ **Zoning:** existing C-2, R-1 proposed C-2

Commercial Square Footage 124,857 **Floor Area Ratio** 1.41

Gross Acres 2.77 **Lots/Units** ____ **Density** ____

Additional Information ____

PROPERTY OWNER Cloudbreak Las Vegas, LLC **Contact** Randall Bishop

Address 414 S Marengo Ave **Phone:** 310-629-76 **Fax:** (626) 796-1808

City Pasadena **State** Ca **Zip** 91101

E-mail Address rbishop@cantwell-anderson.com

APPLICANT Cloudbreak Las Vegas, LLC **Contact** Randall Bishop

Address 414 S Marengo Ave **Phone:** 310-629-76 **Fax:** (626) 796-1808

City Pasadena **State** Ca **Zip** 91101

E-mail Address rbishop@cantwell-anderson.com

REPRESENTATIVE Cloudbreak Las Vegas, LLC **Contact** Brad Bridwell

Address 414 S Marengo Ave **Phone:** (602) 317-8582 **Fax:** (626) 796-1808

City Pasadena **State** Ca **Zip** 91101

E-mail Address bbridwell@cantwell-anderson.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or ~~the lessee or agent fully authorized by the owner~~ to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Randall Bishop

Subscribed and sworn before me

This ____ day of ____, 20 ____.

SEE ATTACHED CERTIFICATE

Notary Public in and for said County and State

RECEIVED

AUG 0 6 2014

City of Las Vegas
Department of Planning

FOR DEPARTMENT USE ONLY

Case #	EOT - 55484
Meeting Date:	9/17/14
Total Fee:	# 300.00
Date Received:*	8/6/14
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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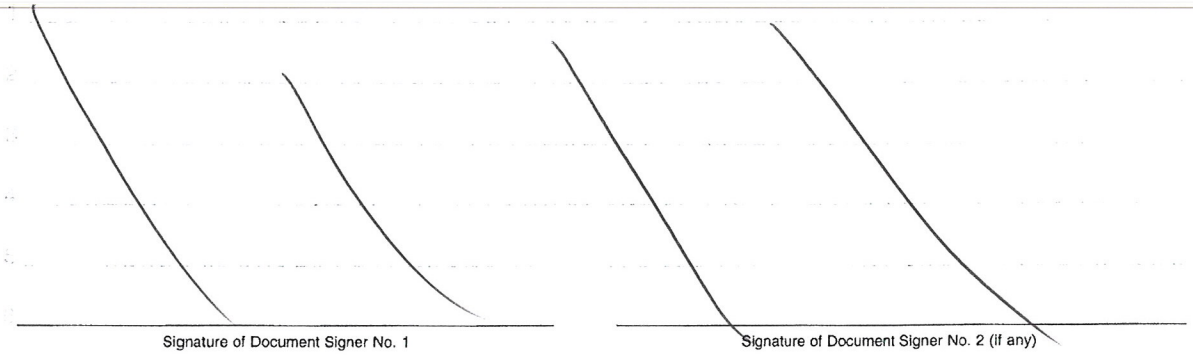
CALIFORNIA JURAT WITH AFFIANT STATEMENT

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)



Signature of Document Signer No. 1 — Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 5th (Date) day of August (Month), 20 14 (Year), by

(1) Randall Bishop (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) _____ (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature _____ (Signature of Notary Public)

BCT 4 CHRIS MITCHELL COMM. #2019601 Notary Public - California LOS ANGELES COUNTY My Comm. Exp. Apr. 13, 2017 BCT 4

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

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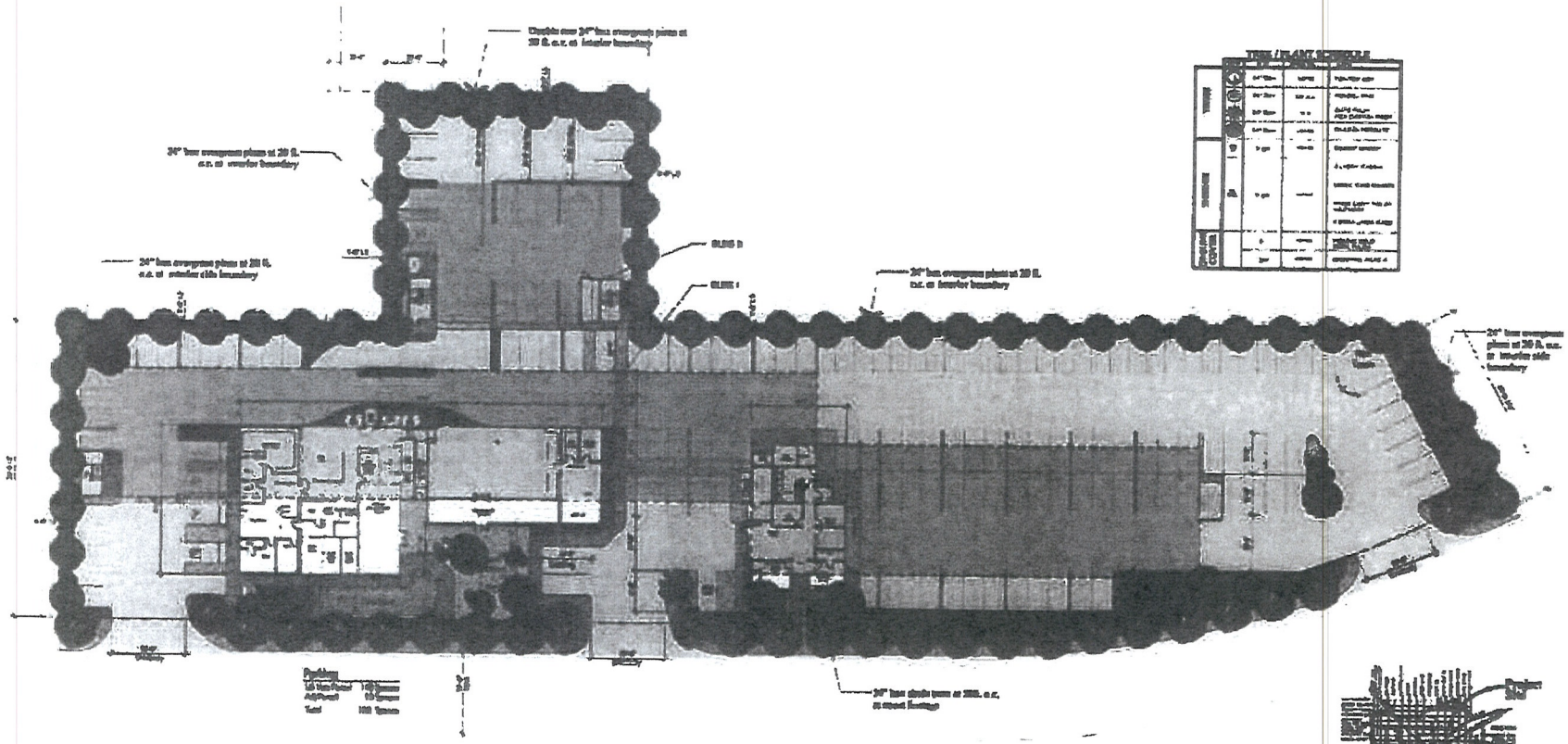

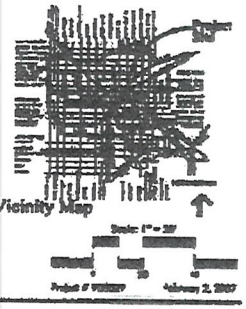

Conceptual Landscape Plan

Cloudbreak Las Vegas, LLC

US Vets at the Meadows - Addition

Las Vegas, Nevada

L1

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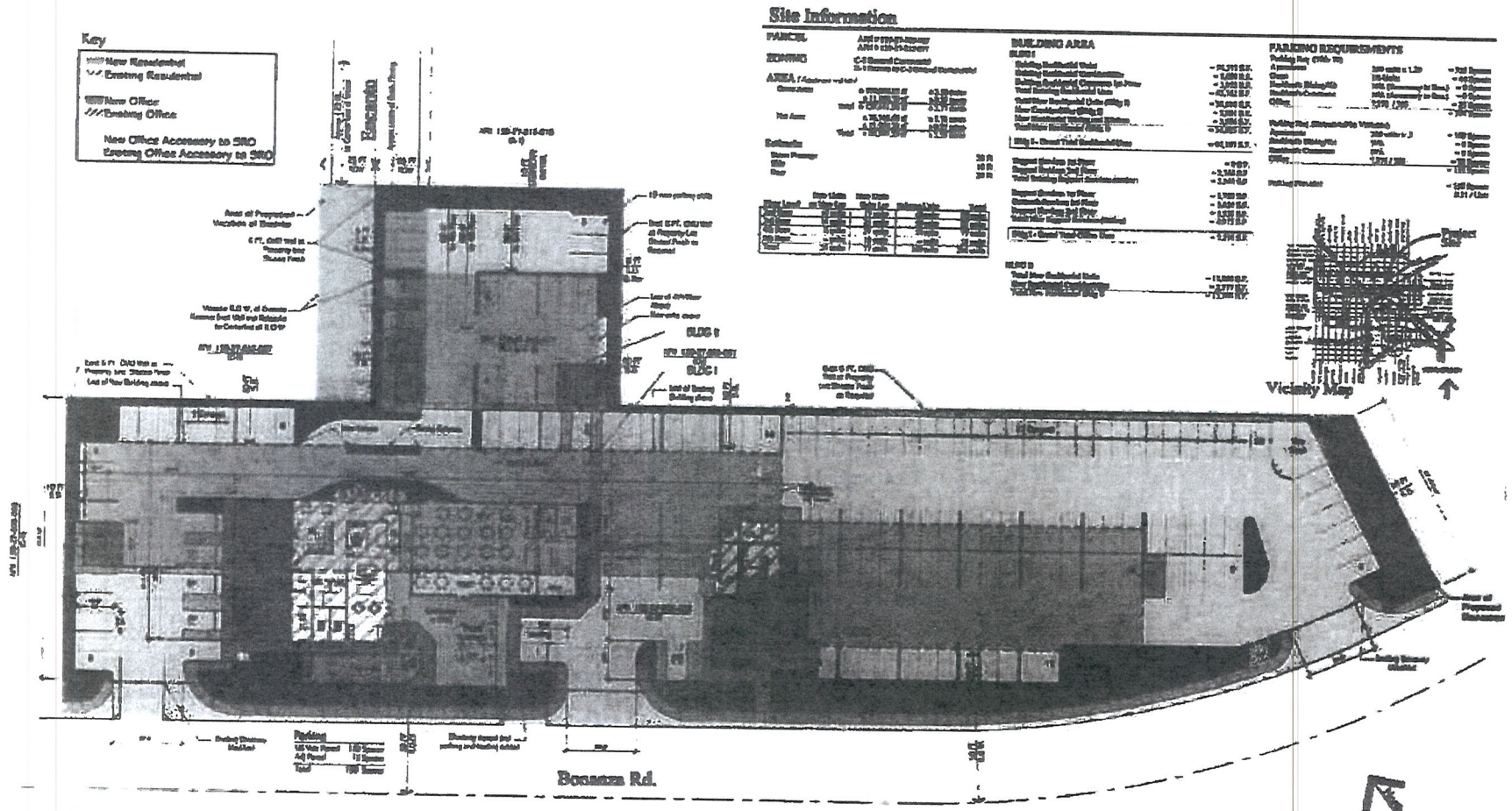
EOT-55484



Conceptual Site Plan - Scheme G

Cloudbreak Las Vegas, LLC

US Vets at the Meadows - Addition

Las Vegas, Nevada

F1

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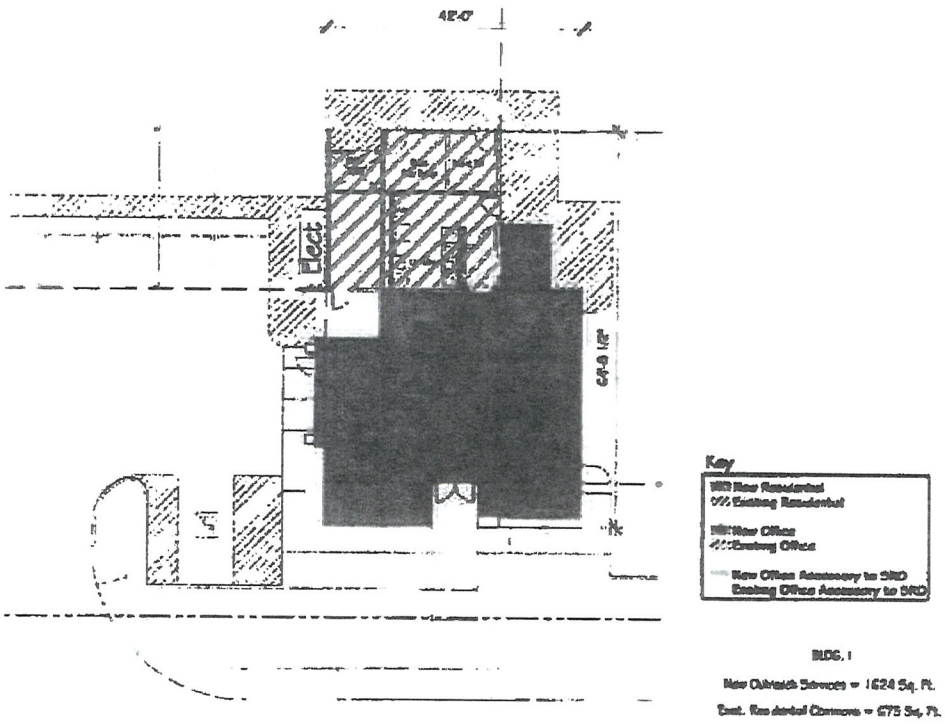

Conceptual 1st Floor Plan

Cloudbreak Las Vegas, LLC

US Vets at the Meadows - Addition

Las Vegas, Nevada

FP1b

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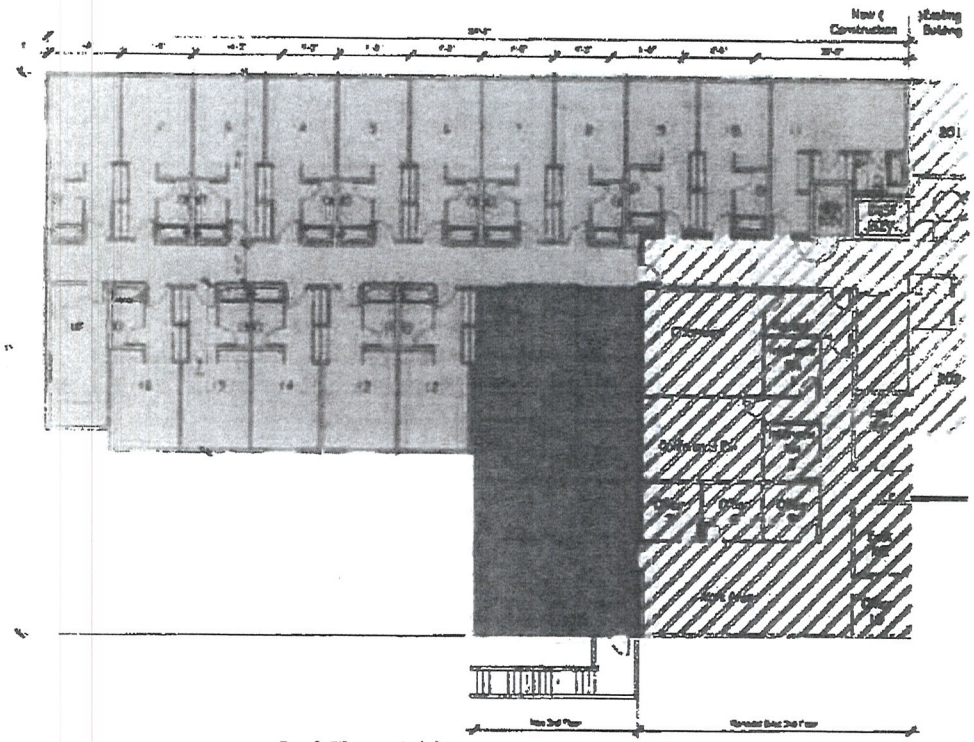
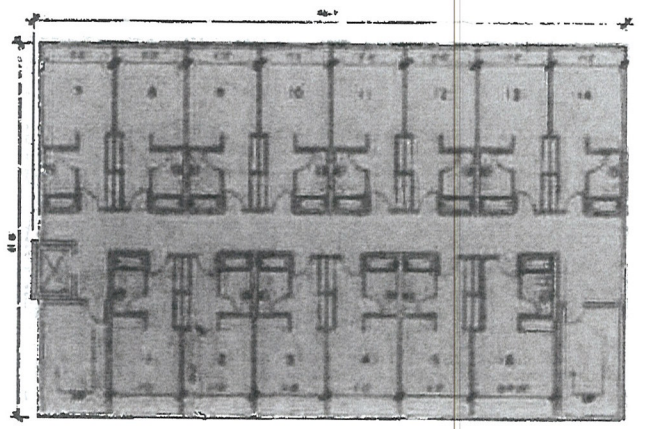
EOT-55484



2nd Floor Addition to Existing Building I

BLDG. I

New Residential Units = 8218 Sq. Ft.
New Support Services = 1931 Sq. Ft.
New Residential Corridor / Misc. = 616 Sq. Ft.
Exist. Residential Units = 15108 Sq. Ft.
Exist. Support Services = 2365 Sq. Ft.
Exist. Residential Corridor / Misc. = 3151 Sq. Ft.



2nd Floor New Building II

BLDG. II

New Residential Units = 4822 Sq. Ft.
New Residential Corridor / Misc. = 712 Sq. Ft.

Conceptual 2nd Floor Plan

Cloudbreak Las Vegas, LLC

US Vets at the Meadows - Addition

Las Vegas, Nevada

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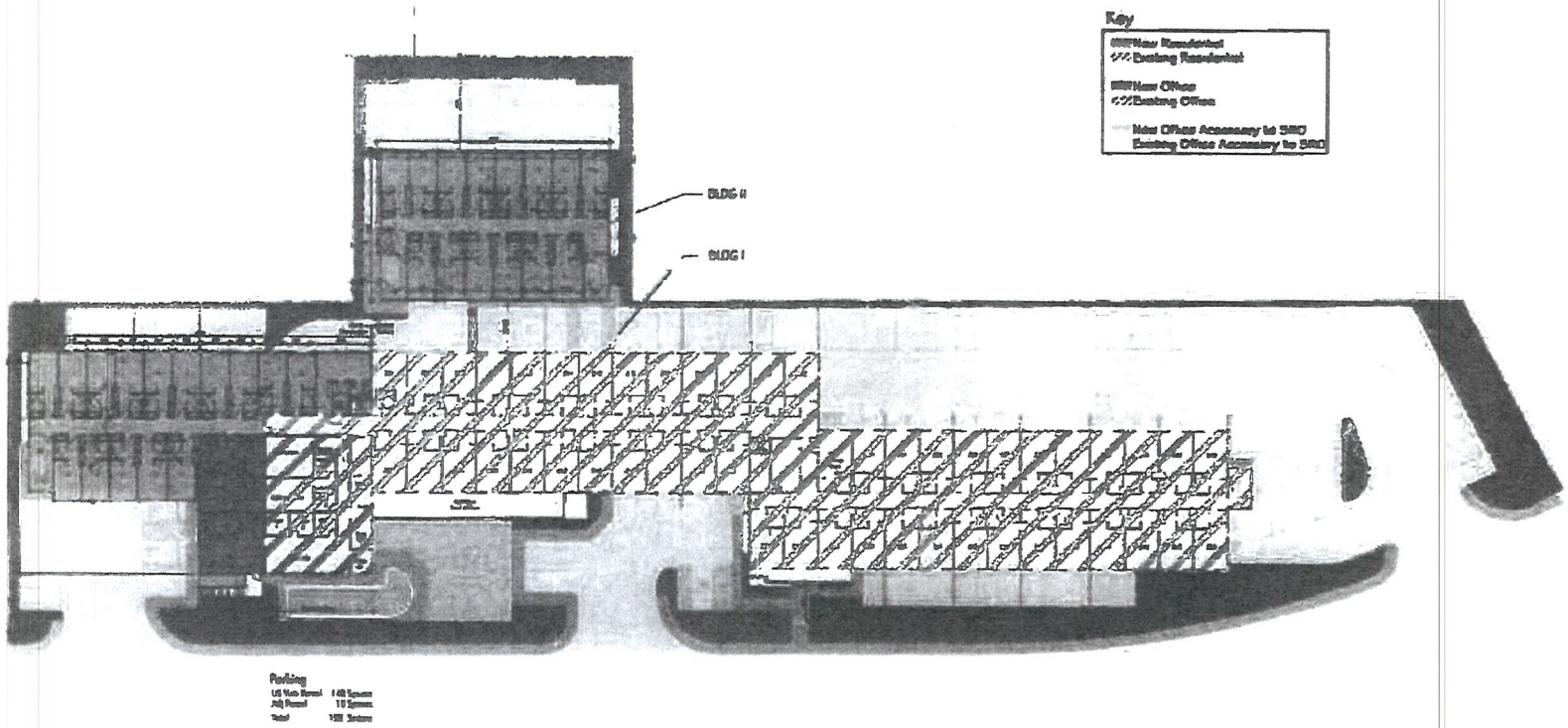

Conceptual 2nd Floor Plan

Cloudbreak Las Vegas, LLC

US Vets at the Meadows - Addition

Las Vegas, Nevada

F2

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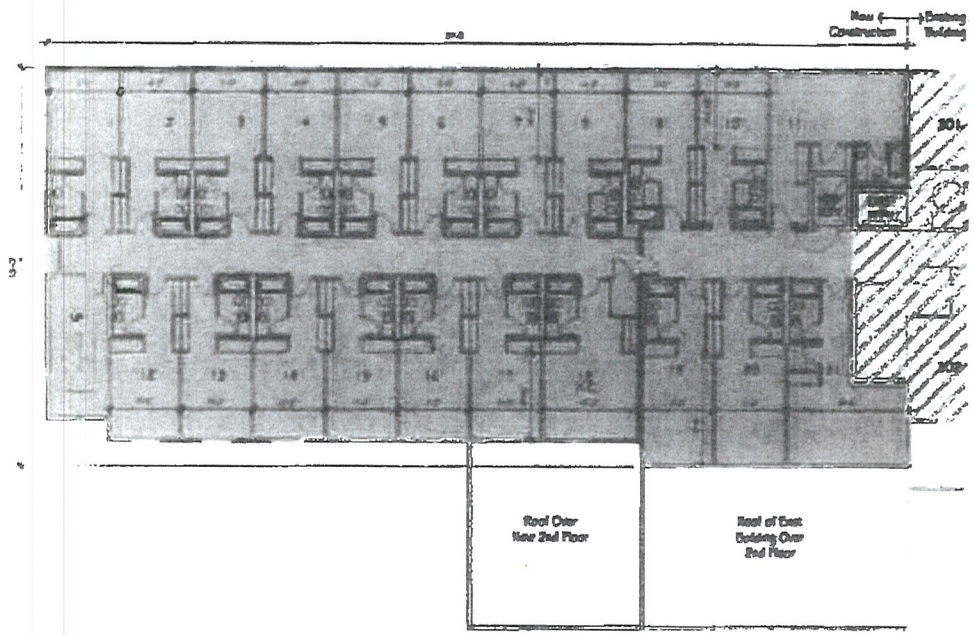
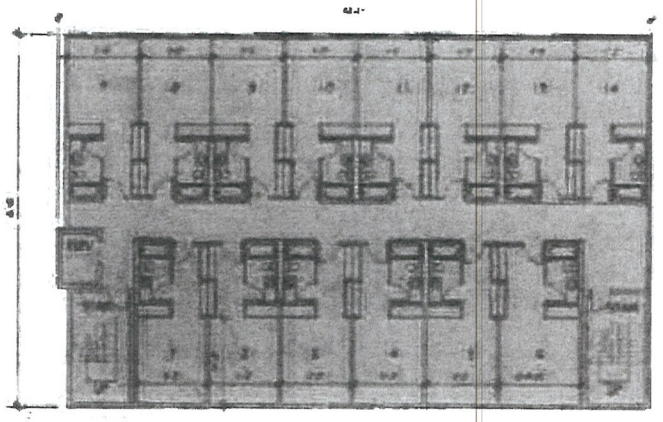


3rd Floor Addition to Existing Building I

BLDG. I

New Residential Units = 7142 Sq. Ft.
New Residential Corridor / Misc. = 905 Sq. Ft.

Exist. Residential Units = 18106 Sq. Ft.
Exist. Residential Corridor / Misc. = 2861 Sq. Ft.



3rd Floor New Building II

BLDG. II

New Residential Units = 4522 Sq. Ft.
New Residential Corridor / Misc. = 712 Sq. Ft.

Conceptual 3rd Floor Plan

Cloudbreak Las Vegas, LLC

US Vets at the Meadows - Addition

Las Vegas, Nevada

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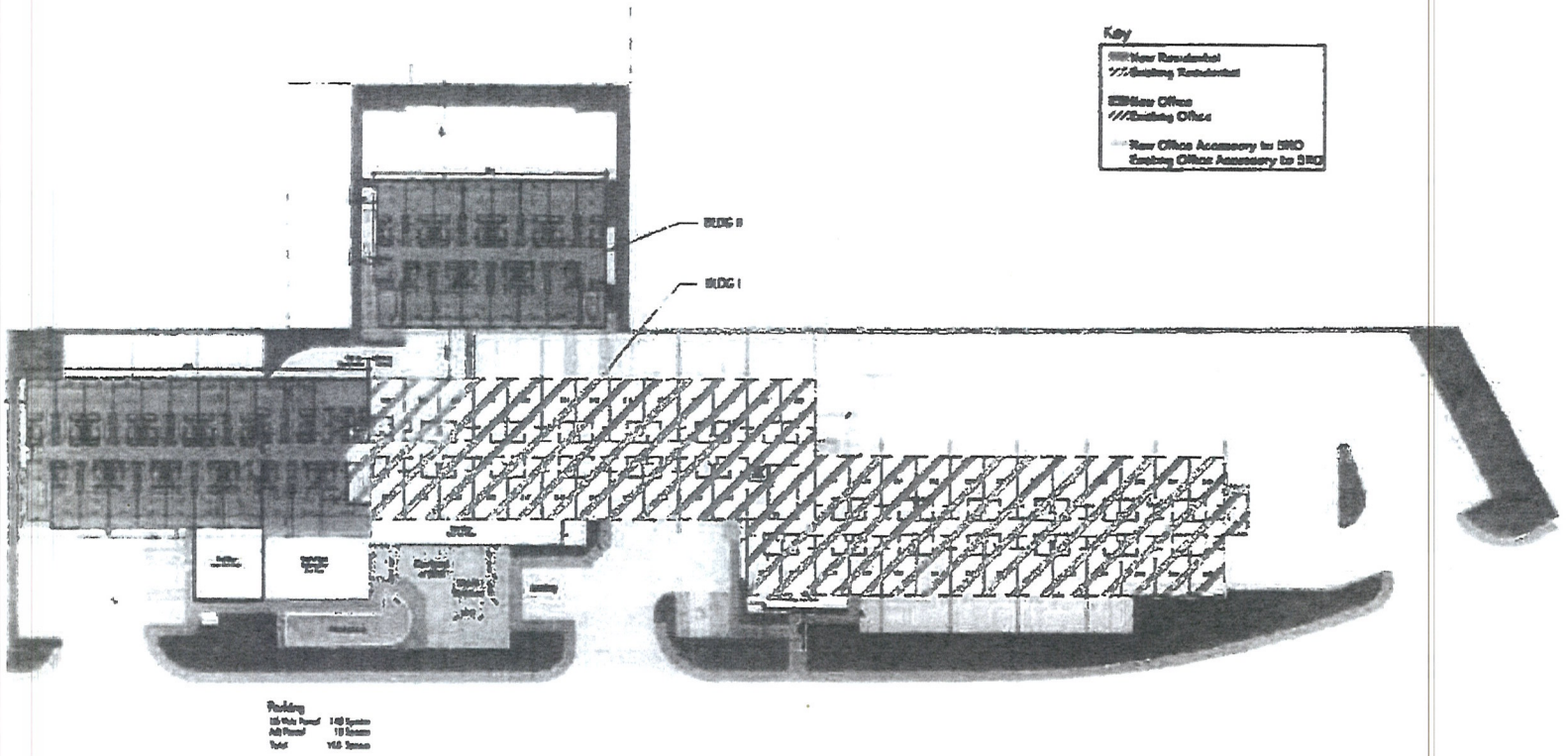
FP3

EOT-55484



Conceptual 3rd Floor Plan

Cloudbreak Las Vegas, LLC

US Vets at the Meadows - Addition

Las Vegas, Nevada

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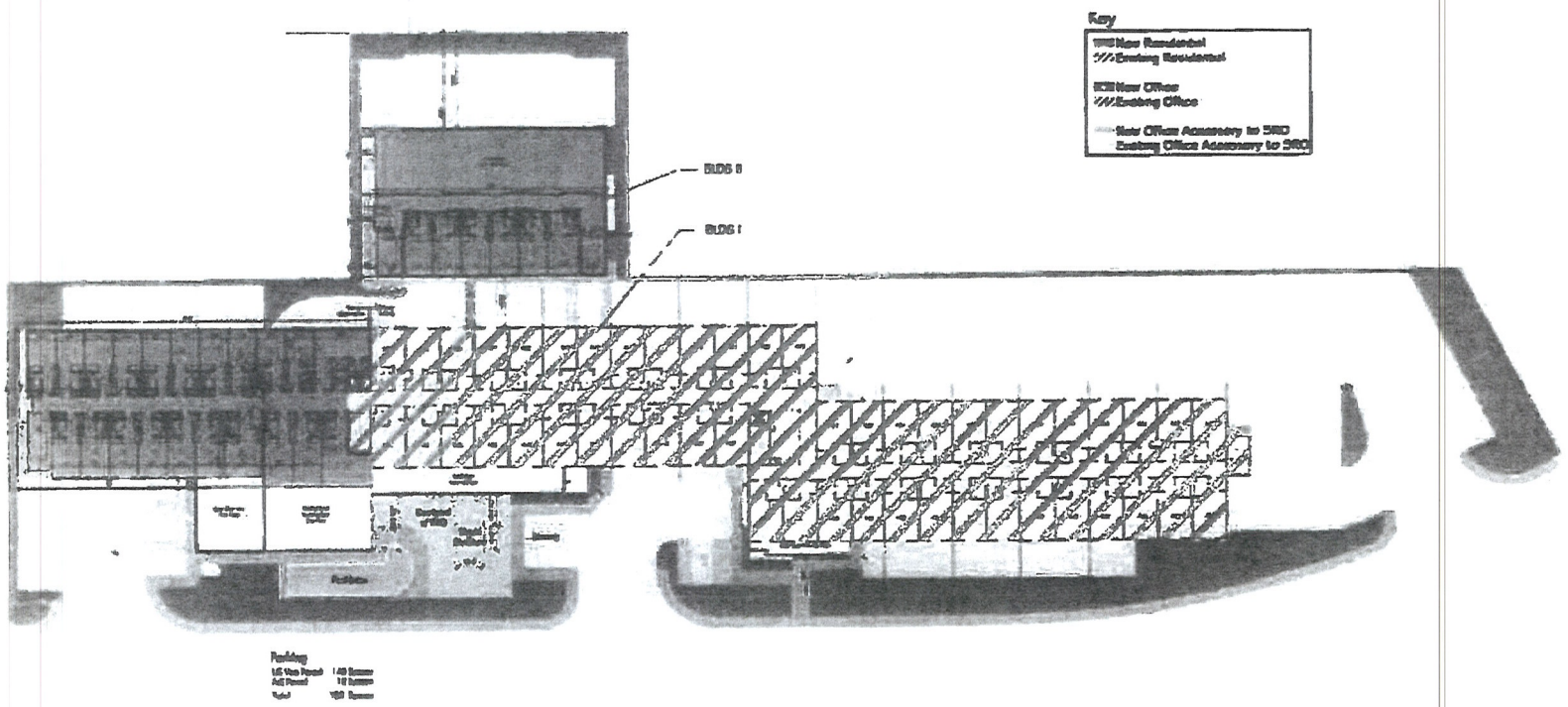
F3

EOT-55484



Conceptual 4th Floor Plan

Cloudbreak Las Vegas, LLC

US Vets at the Meadows - Addition

Las Vegas, Nevada

F4

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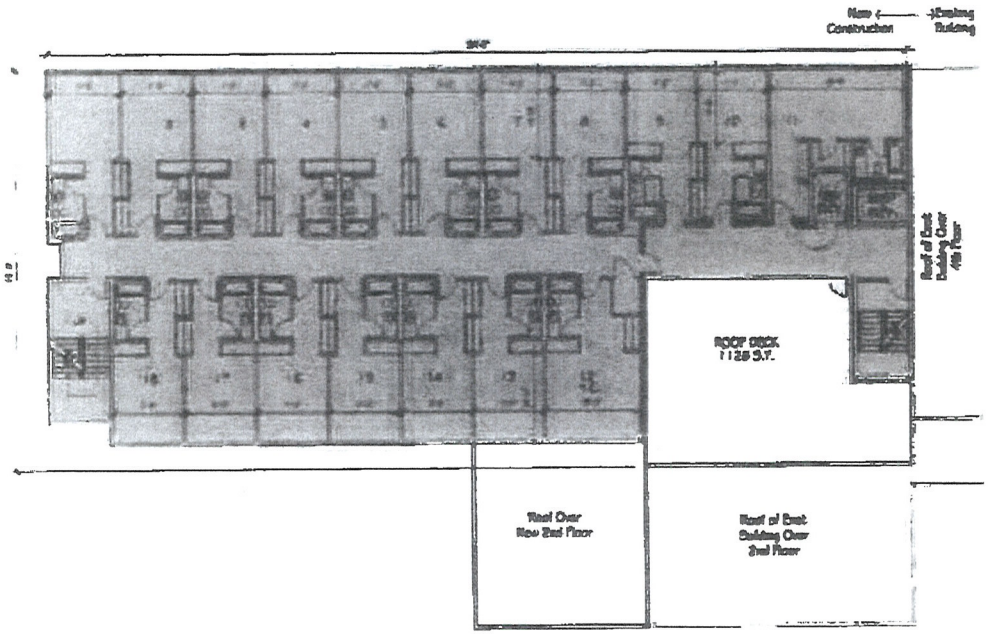
City of Las Vegas
Department of Planning



Key

New Residential
Existing Residential
New Office
Existing Office
New Office Accessory to SRO
Existing Office Accessory to SRO

New Residential Units = 7125 Sq. Ft.
New Residential Corridor / Misc. = 930 Sq. Ft.

5th Floor Addition to Existing Building

Conceptual 5th Floor Plan

Cloudbreak Las Vegas, LLC

US Vets at the Meadows - Addition

Las Vegas, Nevada

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Department of Planning

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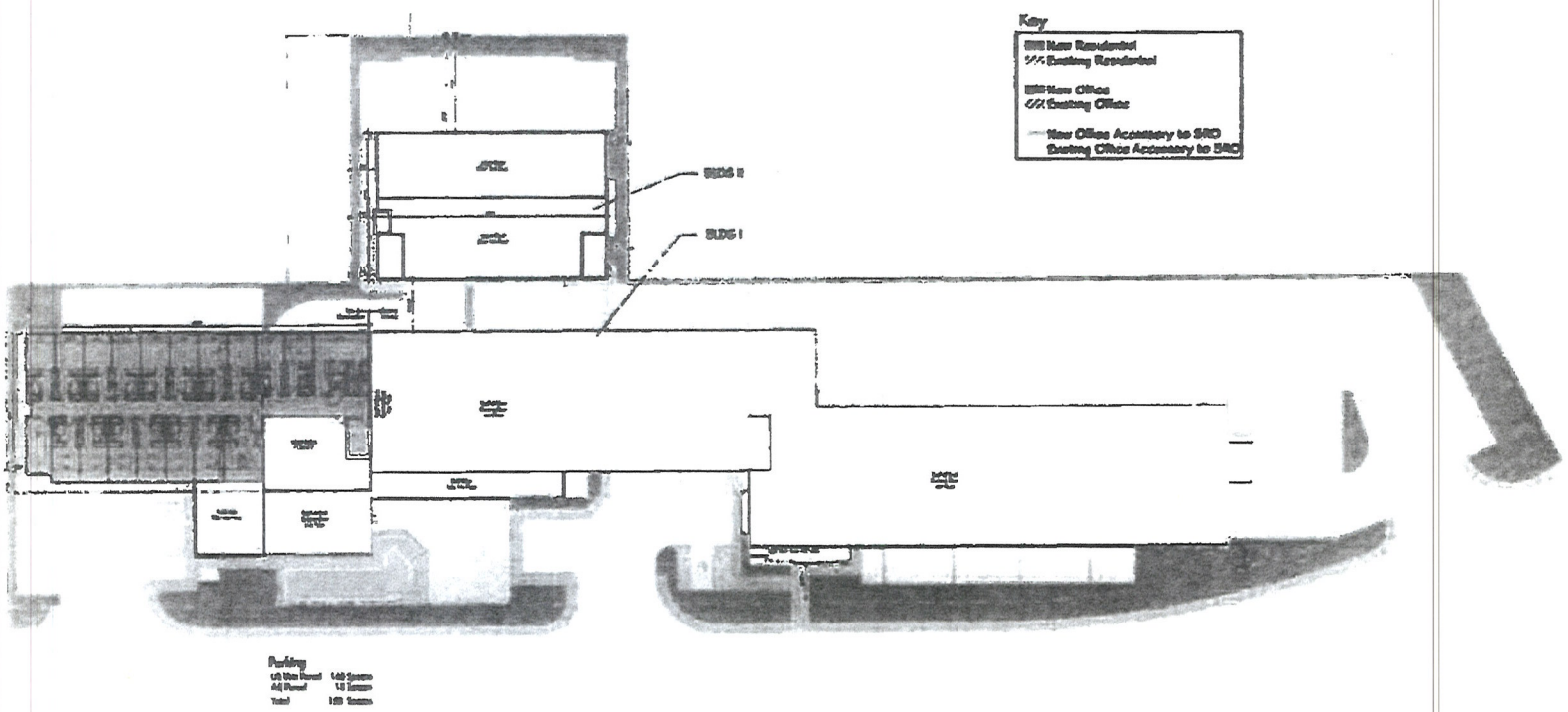

Conceptual 5th Floor Plan

Cloudbreak Las Vegas, LLC

US Vets at the Meadows - Addition

Las Vegas, Nevada

F5

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Department of Planning

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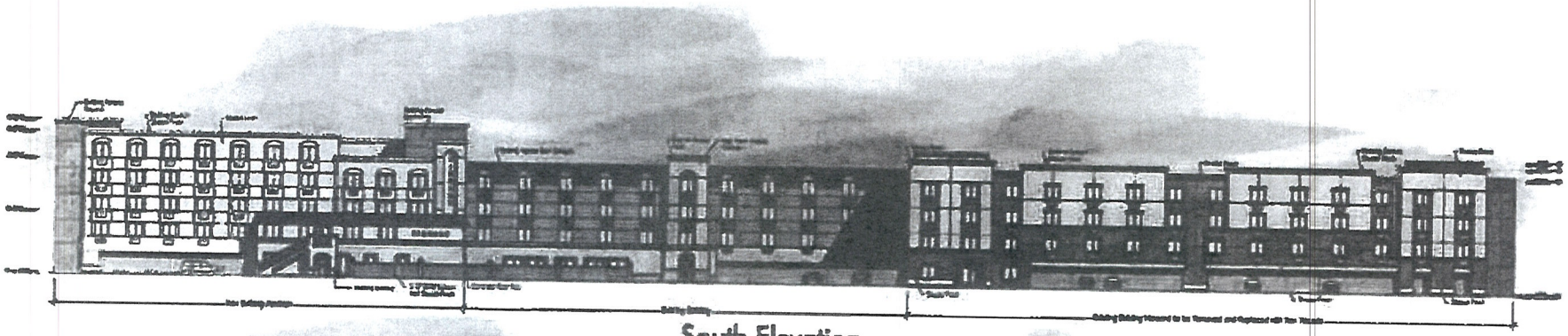
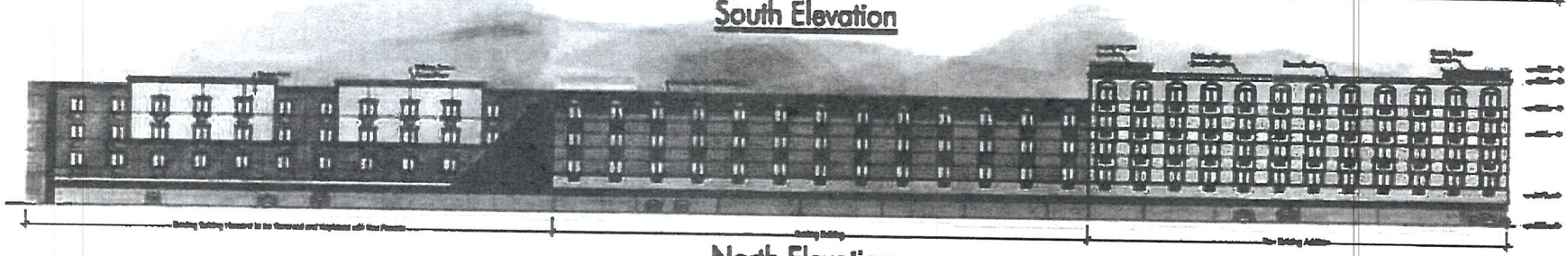
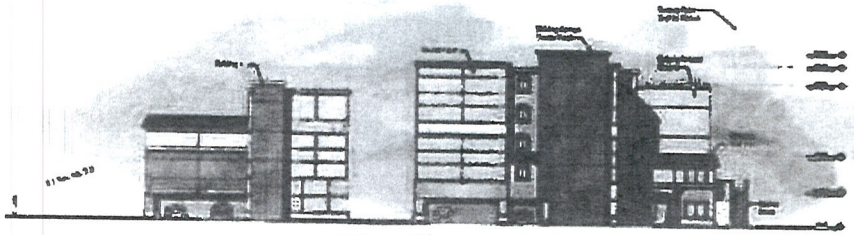


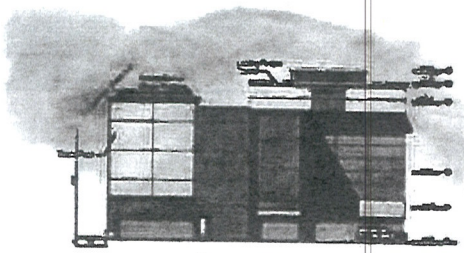
South Elevation



North Elevation



West Elevation



East Elevation

Conceptual Elevations Building 1

Cloudbreak Las Vegas, LLC

US Vets at the Meadows - Addition

Las Vegas, Nevada

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EOT-55484

E1a

EOT-55484 - APPLICANT/OWNER: CLOUDBREAK LAS VEGAS, LLC
525 EAST BONANZA ROAD AND 602 ENCANTO DRIVE

08/19/14

EOT-55484 - APPLICANT/OWNER: CLOUDBREAK LAS VEGAS, LLC
525 EAST BONANZA ROAD AND 602 ENCANTO DRIVE

08/19/14

EOT-55484 - APPLICANT/OWNER: CLOUDBREAK LAS VEGAS, LLC
525 EAST BONANZA ROAD AND 602 ENCANTO DRIVE

08/19/14

EOT-55484 - APPLICANT/OWNER: CLOUDBREAK LAS VEGAS, LLC
525 EAST BONANZA ROAD AND 602 ENCANTO DRIVE

08/19/14

EOT-55484 - APPLICANT/OWNER: CLOUDBREAK LAS VEGAS, LLC
525 EAST BONANZA ROAD AND 602 ENCANTO DRIVE

08/19/14

EOT-55484 - APPLICANT/OWNER: CLOUDBREAK LAS VEGAS, LLC
525 EAST BONANZA ROAD AND 602 ENCANTO DRIVE

08/19/14

EOT-55484 - APPLICANT/OWNER: CLOUDBREAK LAS VEGAS, LLC
525 EAST BONANZA ROAD AND 602 ENCANTO DRIVE

08/19/14

August 22, 2013

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

Mr. Randy Bishop
Cloudbreak Las Vegas, LLC
414 South Marengo Avenue
Pasadena, California 91101

RE: EOT-50225 – EXTENSION OF TIME
CITY COUNCIL MEETING OF AUGUST 21, 2013
RELATED TO EOT-50224, EOT-50229, EOT-50227, EOT-50228 and EOT-50226

Dear Mr. Bishop:

The City Council at a regular meeting held August 21, 2013, APPROVED the request for an Extension of Time of a previously approved Site Development Plan Review (SDR-19659) FOR A PROPOSED EXPANSION OF AN EXISTING MULTI-FAMILY RESIDENTIAL/SINGLE ROOM OCCUPANCY ESTABLISHMENT WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER STANDARD TO ALLOW A ONE-FOOT WIDE BUFFER ALONG A PORTION OF THE SOUTH PROPERTY LINE WHERE A 15-FOOT WIDE BUFFER IS REQUIRED; A SIX-FOOT WIDE BUFFER ALONG A PORTION OF THE EAST PROPERTY LINE WHERE AN EIGHT FOOT WIDE BUFFER IS REQUIRED; A THREE FOOT WIDE BUFFER ALONG A PORTION OF THE NORTH PROPERTY LINE WHERE AN EIGHT-FOOT WIDE BUFFER IS REQUIRED; AND A SIX-FOOT WIDE BUFFER ALONG THE WEST PROPERTY LINE WHERE AN EIGHT-FOOT WIDE BUFFER IS REQUIRED at 525 East Bonanza Road and 602 Encanto Drive (APNs 139-27-805-003 and 139-27-812-017), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on August 22, 2013. This approval is subject to:

Planning

1. This Site Development Plan Review (SDR-19659) shall expire on August 15, 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-19659) and all other site related actions as required by the Department of Planning and Department of Public Works.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
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EOT-55484

LAS VEGAS CITY COUNCIL

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STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

September 8, 2011

Mr. Randy Bishop
Cloudbreak Las Vegas, LLC
414 South Marengo Avenue
Pasadena, California 91101-3113

RE: EOT-42577 – EXTENSION OF TIME
CITY COUNCIL MEETING OF SEPTEMBER 7, 2011
RELATED TO EOT-42567, EOT-42568, EOT-42569, EOT-42570, AND EOT-42576 - SITE DEVELOPMENT PLAN REVIEW

Dear Mr. Bishop:

The City Council at a regular meeting held September 7, 2011, APPROVED the request for an Extension of Time of a previously approved Site Development Plan Review (SDR-19659) FOR A PROPOSED EXPANSION OF AN EXISTING MULTI-FAMILY RESIDENTIAL/SINGLE ROOM OCCUPANCY ESTABLISHMENT WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER STANDARD TO ALLOW A ONE-FOOT WIDE BUFFER ALONG A PORTION OF THE SOUTH PROPERTY LINE WHERE A 15-FOOT WIDE BUFFER IS REQUIRED; A SIX-FOOT WIDE BUFFER ALONG A PORTION OF THE EAST PROPERTY LINE WHERE AN EIGHT FOOT WIDE BUFFER IS REQUIRED; A THREE FOOT WIDE BUFFER ALONG A PORTION OF THE NORTH PROPERTY LINE WHERE AN EIGHT-FOOT WIDE BUFFER IS REQUIRED; AND A SIX-FOOT WIDE BUFFER ALONG THE WEST PROPERTY LINE WHERE AN EIGHT-FOOT WIDE BUFFER IS REQUIRED at 525 East Bonanza Road and 602 Encanto Drive (APNs 139-27-805-003 and 139-27-812-017), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on September 8, 2011. This approval is subject to:

Planning

1. This Site Development Plan Review (SDR-19659) shall expire on August 15, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-19659) and all other site related actions as required by the Department of Planning and Department of Public Works.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

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LAS VEGAS CITY COUNCIL

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LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

September 17, 2009

Mr. Randy Bishop
Cloudbreak Las Vegas, LLC
733 South Hindry Avenue
Inglewood, California 90301

RE: EOT-35353 - EXTENSION OF TIME
CITY COUNCIL MEETING OF SEPTEMBER 16, 2009

Dear Applicant:

The City Council at a regular meeting held September 16, 2009, APPROVED the request for an Extension of Time of a previously approved Site Development Plan Review (SDR-19659) FOR A PROPOSED EXPANSION OF AN EXISTING MULTI-FAMILY RESIDENTIAL/SINGLE ROOM OCCUPANCY ESTABLISHMENT on 2.77 acres at 525 East Bonanza Road and 602 Encanto Drive (APNs 139-27-805-003 and 139-27-812-017), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on September 17, 2009. This approval is subject to:

Planning and Development

1. This Site Development Plan Review (SDR-19659) shall expire on August 15, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of Site Development Plan Review (SDR-19659) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Angela Crolli

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

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Department of Planning

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STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

September 27, 2007

Mr. Randy Bishop
Cloudbreak Las Vegas, LLC
733 South Hindry Avenue
Inglewood, California 90301

RE: SDR-19659
CITY COUNCIL MEETING OF AUGUST 15, 2007
RELATED TO ZON-21991, WVR-19668, VAR-19665, VAR-19666;
SUP-19661, SUP-20052, SUP-20822 AND VAC-19669

Dear Mr. Bishop:

The City Council at a regular meeting held August 15, 2007 APPROVED the request for a Site Development Plan Review FOR A PROPOSED EXPANSION OF AN EXISTING MULTI-FAMILY RESIDENTIAL/SINGLE ROOM OCCUPANCY ESTABLISHMENT on 2.77 acres at 525 East Bonanza Road and 602 Encanto Drive (APNs 139-27-805-003 and 139-27-812-017), C-2 (General Commercial) and R-1 (Single Family Residential) Zones [PROPOSED: C-V (Civic)]. NOTE: C-2 (GENERAL COMMERCIAL) IS REQUESTED AND WAIVERS OF THE PERIMETER LANDSCAPE BUFFER STANDARD TO ALLOW A ONE-FOOT WIDE BUFFER ALONG A PORTION OF THE SOUTH PROPERTY LINE WHERE A 15-FOOT WIDE BUFFER IS REQUIRED; A SIX-FOOT WIDE BUFFER ALONG A PORTION OF THE EAST PROPERTY LINE WHERE AN EIGHT FOOT WIDE BUFFER IS REQUIRED; A THREE FOOT WIDE BUFFER ALONG A PORTION OF THE NORTH PROPERTY LINE WHERE AN EIGHT-FOOT WIDE BUFFER IS REQUIRED; AND A SIX-FOOT WIDE BUFFER ALONG THE WEST PROPERTY LINE WHERE AN EIGHT-FOOT WIDE BUFFER IS REQUIRED. The Notice of Final Action was filed with the Las Vegas City Clerk on August 16, 2007. This approval is subject to:

Planning & Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-21991), Waiver (WVR-19668), Variance (VAR-19665), Variance (VAR-19666) Special Use Permit (SUP-19661), Special Use Permit (SUP-20052) and Vacation (VAC-19669) shall be required.

2. Recordation of a reversionary parcel map or administrative joining consolidating the parcels on the site prior to issuance of any building or grading permits.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

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Department of Planning

EOT-55484

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All development shall be in conformance with the site plan, date stamped 05/15/07; landscape plan, date stamped 03/09/07; and building elevations, date stamped 07/12/07, except as amended by conditions herein.

5. A Waiver from LVMC 19.12.040 is hereby approved, to allow a perimeter landscape buffer of one foot along the southern property line where 15 feet are required.

6. A Waiver from LVMC 19.12.040 is hereby approved, to allow a perimeter landscape buffer of as little as three feet along the interior property lines as indicated on the landscape plan, date stamped 03/09/07, where eight feet is required.

7. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time 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.

8. 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.

9. 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).

10. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

11. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

12. Any property line wall shall be decorative block wall, with at least 20 percent contrasting materials. Wall heights shall be measured from the side of the fence with the least vertical exposure above the finished grade, unless otherwise stipulated.

13. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

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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.

21. 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.

22. Submit an application for a deviation from Standard Drawing #222a for the driveways accessing this site from Bonanza Road.

23. Landscape and maintain all unimproved right-of-way, if any, on Bonanza Road adjacent to this site. All private improvements and landscaping installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

24. Submit an Encroachment Agreement for all landscaping, if any, located in the Bonanza Road public right-of-way adjacent to this site prior to occupancy of this site.

25. Site development to comply with all applicable conditions of approval for Waiver WVR-19668 and all other applicable site-related actions.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Sue Gray
Perlman Design Group
2230 Corporate Circle, Suite #200
Henderson, Nevada 89074

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EOT-55484

Cloudbreak Communities

CLOUDBREAK LAS VEGAS, LLC

August 5, 2014

City of Las Vegas
Department of Planning
333 N. Rancho Drive, 3rd Floor
Las Vegas, NV 89106

RE: Extension of Time Submittal
Site Development Plan Review # SDR- 19659

Gentlemen:

Please accept this as the Justification Letter as required for an Extension of Time to August 15, 2015 for the above referenced SDR-19659. The expiration date of this Extension of Time would then coincide with the other applications for this project listed below.

On August 21 2013, the City Council approved Extensions of Time for 2 years for the following applications:

Special Use Permit # SUP-19661
Special Use Permit # SUP-20052
Variance # VAR-19665
Variance # VAR-19666
Waiver # WVR-19668
Vacation # VAC-19669

At the same City Council hearing, SDR-19659 was similarly heard for a requested 2 year Extension of Time. While the City Council voted to grant the same extension period as the other requests, the approval letter from the City to the Applicant referenced an expiration date that reflected only a 1 year extension. Further compounding this, the Applicant did not realize that of the 7 extension approvals, 6 gave the expected 2 year extension while 1 reduced the extension period to 1 year. A review of the recording of the City Council meeting for that date does not indicate any discussion that would shorten the extension of time for only the SDR-19659 request.

This Extension of Time becomes critical in that the Applicant is in the process of filing a commercial sub-division map with the City that will allow the proposed project to be built as previously anticipated however to be financed as two separate buildings, one consisting of the existing 150 units and one the proposed 110 unit new construction project. This sub-division is being submitted by LR Nelson Consulting Engineers in consultation with the City Planning Department and is being done for financing purposes only and will allow for the execution of the previously approved development plans. It is anticipated that the sub-division request will be submitted in August to allow for hearings this year. It remains our objective to be requesting an allocation of Nevada tax credits for the expansion in 2015.

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a Cantwell-Anderson, Inc. company

414 S Marengo Avenue, Pasadena CA 91101
Voice: 310.568.9100 – Fax: 626.796.1808

Cloudbreak Communities

CLOUDBREAK LAS VEGAS, LLC

Thank you for your consideration of this request, and if you have any questions regarding the above, please do not hesitate to contact the undersigned.

Sincerely,

Randall Bishop
Manager

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City of Las Vegas
Department of Planning

a Cantwell-Anderson, Inc. company

414 S Marengo Avenue, Pasadena CA 91101
Voice: 310.568.9100 – Fax: 626.796.1808

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:

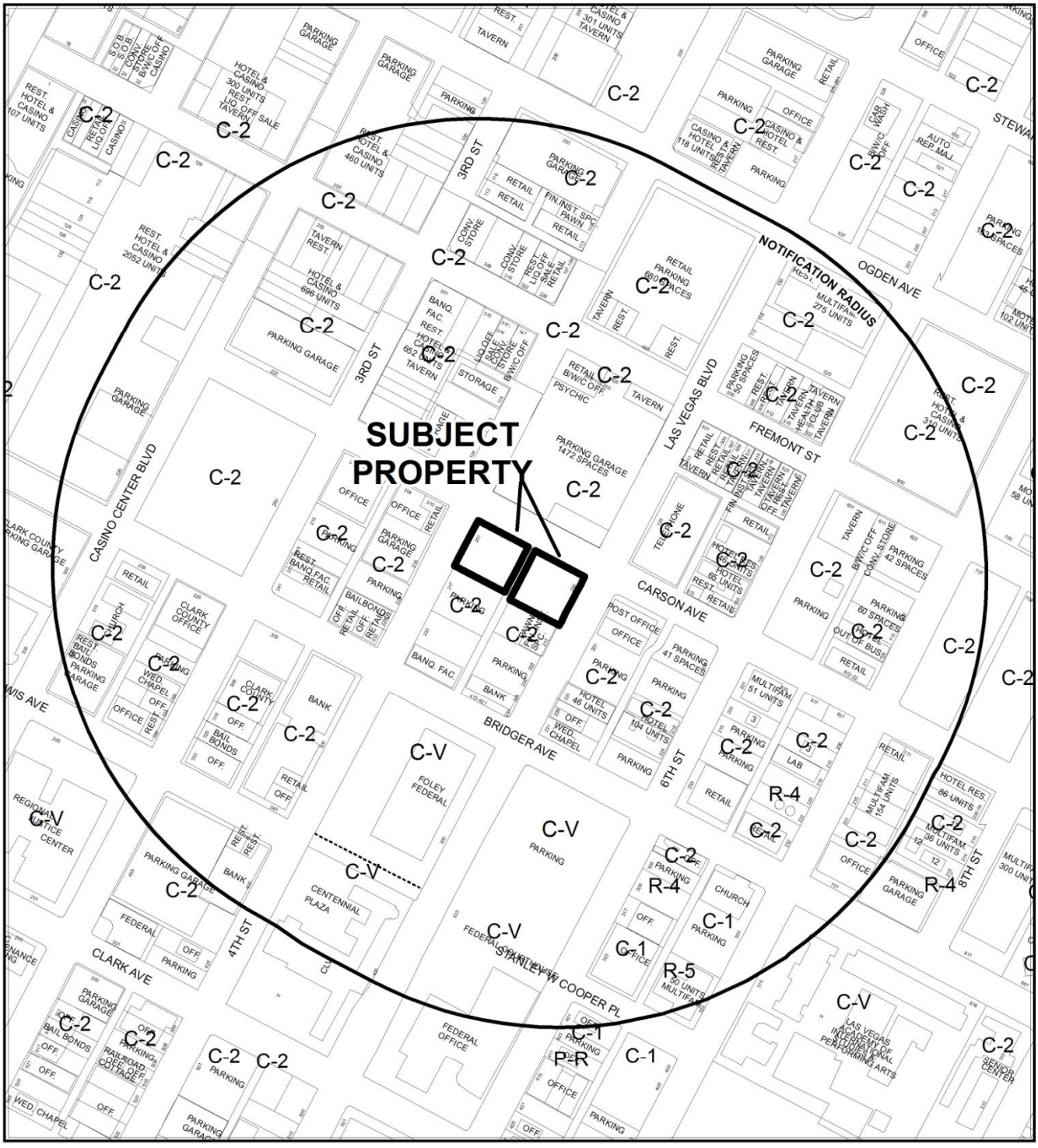
ARC-55336 - NON-PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: PROVIEW SERIES 17, LLC – For possible action on an Appeal from the Denial by the Downtown Design Review Committee on a request for Signage Design Review FOR TWO PROPOSED FREESTANDING SIGNS AND TWO PROPOSED WALL SIGNS AT AN EXISTING PARKING FACILITY WITH WAIVERS TO ALLOW NO ILLUMINATION WHERE AT LEAST 50 PERCENT LED OR NEON IS REQUIRED ALONG CARSON AVENUE AND AT LEAST 75 PERCENT NEON IS REQUIRED WITHIN THE LAS VEGAS BOULEVARD SCENIC BYWAY OVERLAY DISTRICT at 200 South Las Vegas Boulevard and 201 South 4th Street (APNs 139-34-610-023 and 031), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-54636]. The Downtown Design Review Committee and Staff recommend DENIAL.

RECOMMENDATION:

The Downtown Design Review Committee and Staff recommend DENIAL. If Approved, subject to conditions:

BACKUP DOCUMENTATION:

1. Appeal Letter Submitted by Brandy Stanley
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter



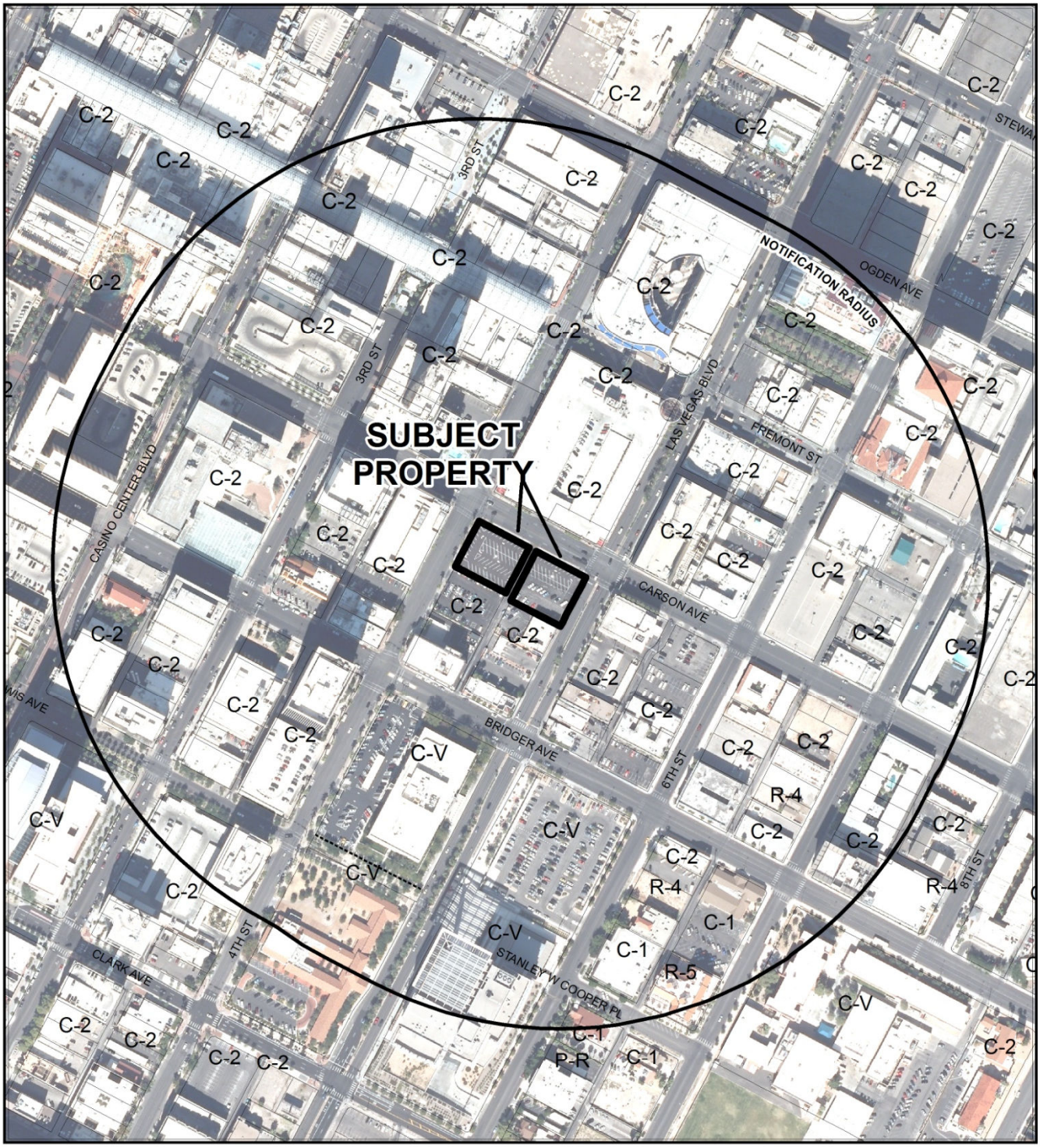
0 300 600 Feet

CASE: **ARC-55336 (PRJ-54636)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



0 300 600 Feet

CASE: **ARC-55336 (PRJ-54636)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

LAS VEGAS
CITY COUNCIL

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MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

August 21, 2014

Mr. Doug Rankin
Planning Manager
333 N. Rancho
Las Vegas, NV 89106

Re: PRJ-54636, Item 5 (ARC-55336) on the Downtown Design Review Committee Agenda for August 19, 2014

Dear Mr. Rankin:

The City of Las Vegas Parking Services Division would like to appeal the denial of the Downtown Design Review Committee's decision on the above referenced agenda item.

The Parking Services Division leases and operates the subject property as a temporary parking lot, which was approved by the Planning Department under the Centennial Plan temporary parking lot standards. These standards allow for a temporary parking lot to exist on the property for a maximum of 3 years. One year has already elapsed.

There is a disconnect between the city's temporary sign limitations (6 months) and the temporary parking lot limitations (3 years), which limits our ability to properly sign and identify the parking lot, as we have already exhausted our allowable temporary sign permits. Therefore, any signage we post on the lot is considered "permanent" signage as there is no provision for temporary signs exceeding 6 months. We do not consider the proposed signs permanent, as the lot only has 2 years left under its temporary parking lot status.

The neon, illumination and animation requirements make compliant signage cost prohibitive for an installation of less than 2 years.

Therefore, the Parking Services Division on its own behalf and on behalf of the owner of the property requests that the committee's decision be reversed.

Sincerely,

Brandy Stanley

Brandy Stanley
Parking Services Manager

CC: Kamran Fouladbakhsh, Owner
City Clerk
Bill Arent

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
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ARC-55336

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CITY OF LAS VEGAS – OWNER: PROVIEW SERIES 17, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ARC-55336	Staff recommends DENIAL, if approved subject to conditions:	

** CONDITIONS **

ARC-55336 CONDITIONS

Planning

1. Approval of and conformance to the conditions of approval of a Variance (VAR-55335).

2. Conformance to the sign elevations and documentation as submitted and date stamped 07/24/14 and 08/18/14 in conjunction with this request, except as modified herein.

3. All signage, including temporary signage, shall have proper permits obtained through the Department of Building and Safety prior to installation of any proposed signage.

4. Minor modifications may be approved by the Department of Planning.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
September 17, 2014 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting approval of four signs advertising public parking to be located around the perimeter of a temporary municipal parking lot. Four freestanding signs (Signs A-D) are proposed; two are proposed to face Carson Avenue, one is proposed to face 4th Street and one would face Las Vegas Boulevard. The freestanding signs are 40 square feet each and consist of non-illuminated aluminum with printed faces. As the lots are currently being leased for temporary parking, the applicant requests to waive the special illumination standards for the Casino Overlay and Scenic Byway Overlay Districts, which encompass the signs proposed to face Carson Avenue and Las Vegas Boulevard. A Variance is needed to allow the freestanding signs to be located at the property line where a five-foot setback is required and to allow freestanding signs along Carson Avenue where they are prohibited in the Special Signage District of the Downtown Casino Overlay. The proposed signage is expected to be in place for approximately 1.5 years.

Staff recommends denial of the waiver requests and therefore the sign design review, as staff supports the perpetuation of the Las Vegas Boulevard Scenic Byway Overlay District through adherence to current signage standards.

ISSUES

- A related Variance (VAR-55335) is needed to allow the two freestanding signs to be located at the property lines where a five-foot setback is required, and to allow freestanding signs to be located within the Special Signage District of the Downtown Casino Overlay District where not allowed. Staff does not support the related request.
- As the lots are currently being leased for temporary parking, the applicant requests to waive the special illumination standards for the Casino Overlay and Scenic Byway Overlay Districts, which encompass the signs proposed to face Carson Avenue and Las Vegas Boulevard.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
03/27/14	Department of Planning staff approved a Temporary Sign Permit (TSP-53492) for three 3-foot by 14-foot banners at 200 South Las Vegas Boulevard and 201 South 4th Street from 04/01/14 to 10/01/14. The permit is still active.

Staff Report Page One
September 17, 2014 - City Council Meeting

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
08/19/14	The Downtown Design Review Committee voted DENY a request for TWO PROPOSED FREESTANDING SIGNS AND TWO PROPOSED WALL SIGNS AT AN EXISTING PARKING FACILITY WITH WAIVERS TO ALLOW NO ILLUMINATION WHERE AT LEAST 50 PERCENT LED OR NEON IS REQUIRED ALONG CARSON AVENUE AND AT LEAST 75 PERCENT NEON IS REQUIRED WITHIN THE LAS VEGAS BOULEVARD SCENIC BYWAY OVERLAY DISTRICT at 200 South Las Vegas Boulevard and 201 South 4th Street.

Most Recent Change of Ownership	
03/29/13	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
09/09/10	Two building permits (171338 and 171339) were issued for demolition of a bank building at 200 South Las Vegas Boulevard and 201 South 4th Street. A final inspection was completed 11/01/10.

Pre-Application Meeting	
06/12/14	Submittal requirements for a sign design review were discussed. A Variance would be needed for relief from several Title 19 sign standards.

Field Check	
07/31/14	The site contains two existing surface parking lots surrounded by the standard Centennial Plan metal fencing. Three banners advertising public parking are affixed to the fences with plastic ties.

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Temporary Parking Facility	C (Commercial)	C-2 (General Commercial)
North	Parking Facility	C (Commercial)	C-2 (General Commercial)
South	Financial Institution, Specified	C (Commercial)	C-2 (General Commercial)
	Banquet Facility		
East	Post Office, Regional	C (Commercial)	C-2 (General Commercial)
West	Office, Other Than Listed	C (Commercial)	C-2 (General Commercial)
	General Retail		

Master Plan Areas	***Compliance***
Downtown Centennial Plan	Y
Special Purpose and Overlay Districts	***Compliance***
Downtown Centennial Plan Overlay District (Central Casino Core District)	N
A-O (Airport Overlay) District (200 Feet)	Y
Downtown Casino Overlay District	N
Live/Work Overlay District	N/A
Las Vegas Boulevard Scenic Byway Overlay District	N
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

Sign Plan Details Summary

Sign Key	***Location***	***Type***	***Allowed Area***	***Proposed Area***	***Clearance***	***Height***	***Illumination***
A	Las Vegas Blvd	freestanding	280 SF	40 SF	6 Feet	9.5 Feet	None
B	Carson Ave	freestanding	245 SF	40 SF	6 Feet	9.5 Feet	None
C	Carson Ave	freestanding	245 SF	40 SF	6 Feet	9.5 Feet	None
D	4th St	freestanding	260 SF	40 SF	6 Feet	9.5 Feet	None

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, Title 19.10.100 and 19.10.160, the following standards apply:

Freestanding Signs [Signs A and D]			
Standards	***Allowed***	***Provided***	***Compliance***
Maximum Number	1 sign per 200 linear feet of street frontage	1 sign each on Las Vegas Blvd. and 4th St.	Y
Maximum Area	2 SF per linear foot of street frontage (max. 280 SF on Las Vegas Blvd., 260 SF on 4th St.)	40 SF each	Y
Maximum Height	40 feet	9.5 Feet	Y

Freestanding Signs [Signs A and D]			
Standards	***Allowed***	***Provided***	***Compliance***
Minimum Setback	5 feet from all property lines	0 feet	N
Illumination – Sign A	75% exposed neon and/or animation	None	N
Illumination – Sign D	Not required/internal or external allowed	None	Y

Freestanding Signs [Signs B and C]			
Standards	***Allowed***	***Provided***	***Compliance***
Maximum Number	1 sign per 200 linear feet of street frontage	2 along Carson Ave.	Y
Maximum Area	2 SF per linear foot of street frontage (max. 560 SF on Carson Ave.)	40 SF each	Y
Maximum Height	40 feet	9.5 Feet	Y
Minimum Setback	5 feet from all property lines	0 feet	N
Illumination	75% exposed neon and/or animation	None	N

Waivers		
Requirement	***Request***	***Staff Recommendation***
50% LED and/or neon illumination in Casino Overlay Special Signage Area	To allow no illumination	Denial; 75% requirements predominate
75% exposed neon and/or animation in LVB Scenic Byway Overlay	To allow no illumination	Denial

ANALYSIS

Signage within the Central Casino Core of the Downtown Centennial Plan Overlay District is subject to Title 19.08.120 standards for zoning and design. Signs in the 75-foot buffer area of the Casino Overlay Signage District are subject to 19.10.100 standards, and signs on APN 139-34-610-023 are also subject to Title 19.10.160 for the Las Vegas Boulevard Scenic Byway Overlay District.

Pursuant to Title 19.10.160, all new signage on properties within the Las Vegas Boulevard Scenic Byway Overlay District shall incorporate exposed neon, animation or any combination thereof, in at least 75 percent of the total surface area of each sign, excluding awning signs. The regulations would affect Signs A, B and C. Per Title 19.10.160(C)(1), standards governing signs within the Scenic Byway Overlay District are most restrictive; therefore, the 75 percent illumination standard applies to Signs B and C, rather than the 50 percent standard. However, if approved, both requirements would be waived.

Currently, approved temporary banner signage is affixed to the wrought iron fencing. The approval ends on October 1, 2014. Per Title 19.08.120(B)(4)(c), all on-premise signs shall be permanently mounted to a building or freestanding permanently secured support structure. The fence is not considered a freestanding support structure. A Variance must be therefore be approved for freestanding signs along Carson Avenue, since they cannot be attached to the perimeter Centennial fencing.

Title 19.08.120 allows for certain incidental signs to be used to convey information related to the use on the site but not advertising products. The site is allowed an unlimited number of signs for this purpose as long as they meet the size and area requirements and are set back at least five feet from property lines. Because the proposed signs exceed the size and area allowances for non-directional signs, the standards for freestanding and wall signs were instead applied.

FINDINGS

The proposed signs are intended to be temporary, but are needed beyond the expiration of current temporary sign approvals. No illumination has therefore been proposed. Staff supports the requirements of the Las Vegas Boulevard Scenic Byway Overlay and therefore recommends denial of the requested waivers. Beyond using incidental signage, there are no other legal options for permanent signs, which is the intent of the code for this area. Staff recommends denial, with conditions if approved.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 32

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

ARC-55336

Case Number: PRJ54636 APN: 139-34-610-023 and 139-34-610-031

Name of Property Owner: Proview Series 17, LLC

Name of Applicant: City of Las Vegas

Name of Representative: Brandy Stanley

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: Kamran D. Fouladbakhsh

Subscribed and sworn before me

This 23 day of July, 2014

_____

Notary Public in and for said County and State

State of Nevada
County of Clark.

JOANN CROLLI
Notary Public-State of Nevada
APPT. NO. 02-79131-1
My App. Expires September 18, 2014

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

PRJ-54636
07/24/14

CLV Planning - Application Form

Application Number:	PRJ-54636
Application/Petition For:	Variance and DDRC Signage Design Review
ProjectAddress (Location):	200 S LAS VEGAS BLVD AND 201 S 4TH ST
Project Name	CARSON AVENUE PARKING LOT SIGNAGE
Assessors Parcel #(s):	13934610023, 13934610031
Ward #:	WARD 3 (BOB COFFIN)
Is the Application Information Correct:	No
If no, ...change what	Project entirely within ward 3, please eliminate ward 1.
General Plan Designation: Proposed:	Select
Zoning District: Proposed:	Select
Gross Acres:	.85
Lots/Units:	2
Additional Information:	
Applicant First Name:	Brandy
Applicant Last Name:	Stanley
Applicant Address:	500 S. Main
Applicant City:	Las Vegas
Applicant State:	NV
Applicant Zip:	89101
Applicant Phone:	(702) 229-6863
Applicant Fax:	(702) 382-2309
Applicant Email:	bstanley@lasvegasnevada.gov
Rep First Name:	Brandy
Rep Last Name:	Stanley
Rep Address:	500 S. Main
Rep City:	Las Vegas
Rep State:	NV
Rep Zip:	89101
Rep Phone:	(702) 229-6863
Rep Fax:	(702) 382-2309
Rep Email:	bstanley@lasvegasnevada.gov

PRJ-54636
07/24/14

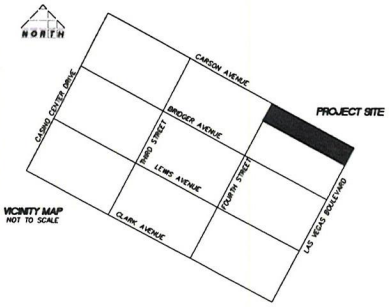
CLV Planning - Application Form

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission. I Accept:	Yes
Is the Owner Information Correct:	Yes
If no, ...change what	

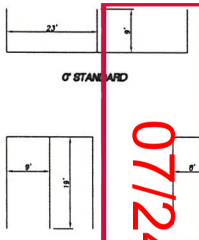
Owner(s)	ADDR1	ADDR2
PROVIEW SERIES 17 L L C	11022 SANTA MONICA BLVD #230	LOS ANGELES, CA 90025-7557

CLVEPLAN Applicant	Company	Title	Email
Brandy Stanley	City of Las Vegas	Parking Services Manager	bstanley@lasvegasnevada.gov

PRJ-54636
07/24/14



VICINITY MAP
NOT TO SCALE



PRJ-54636
07/24/14

PARKING DIMENSIONS

STANDARD	
90° ANGLE	19'x9'
0° ANGLE	23'x9'
COMPACT	
90° ANGLE	19'x8'

PER CITY OF LAS VEGAS UNIFIED DEVELOPMENT CODE CHAPTER 19.08

LEGAL DESCRIPTION

PARCEL I
LOTS TWENTY-EIGHT (28) THROUGH THIRTY-TWO (32) AND THE NORTH HALF (N ½) OF LOT TWENTY-SEVEN (27) IN BLOCK THIRTY-SIX (36) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II
LOTS ONE (1) THROUGH FIVE (5) IN BLOCK THIRTY-SIXE (36) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

BENCHMARK

CLV #0613488
CITY OF LAS VEGAS RIVET AND PLATE IN TOP OF CURB AT THE NORTHEAST CORNER OF MAIN STREET AND LEWIS AVENUE.
ELEVATION:
2026.06 FEET
617.545 METERS
CITY OF LAS VEGAS BENCHMARK BOOK 2008 ADJUSTMENT
UPDATED MAY 24, 2010

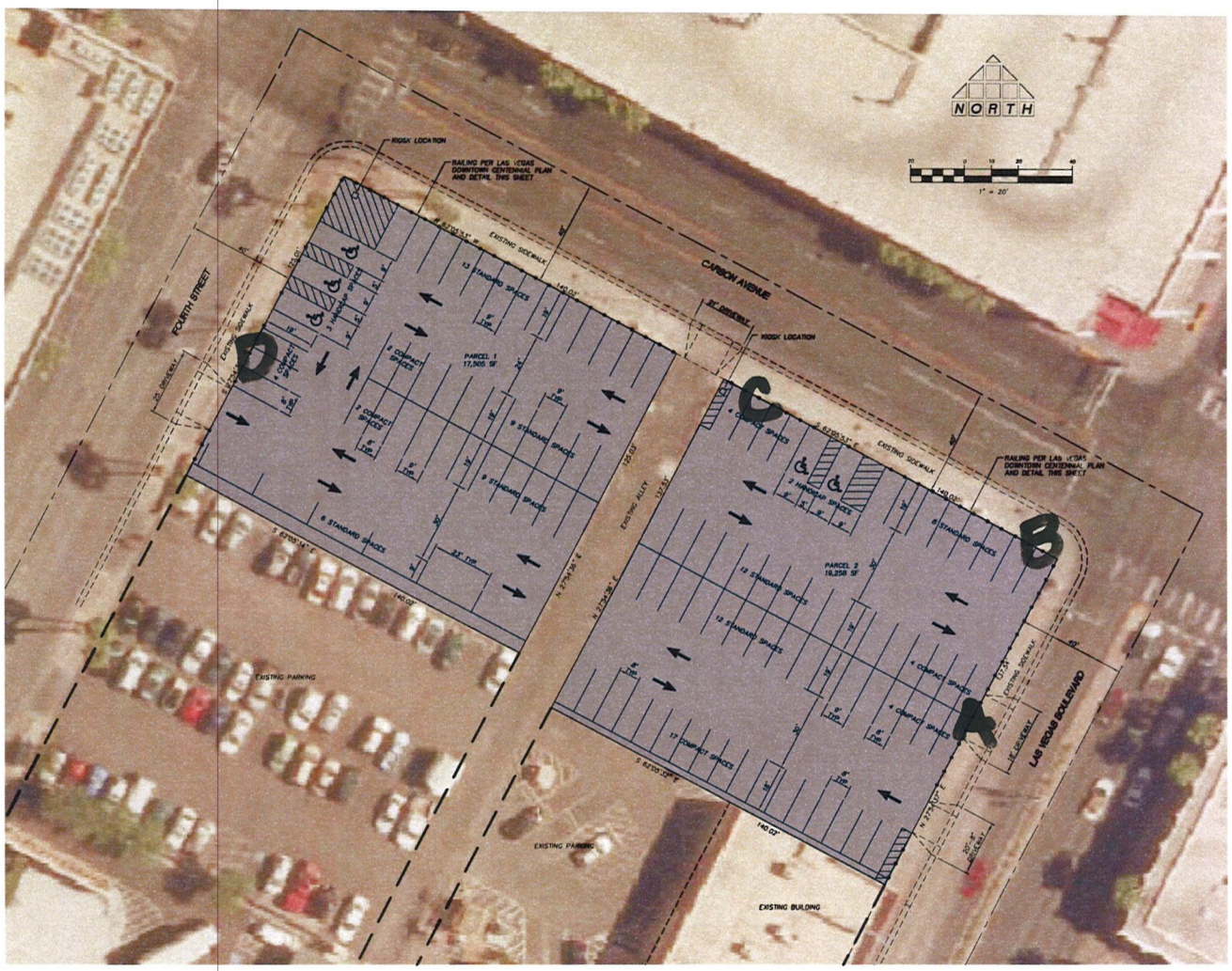
BASIS OF BEARINGS

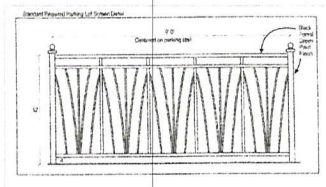
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF LAS VEGAS BOULEVARD BETWEEN BRIDGER AVENUE AND CARSON AVENUE WHICH BEARS SOUTH 27° 54'36" WEST AS SHOWN ON THE RECORD OF SURVEY FOR CITY OF LAS VEGAS IN FILE 67 OF SURVEYS ON PAGE 79 OF CLARK COUNTY OFFICIAL RECORDS.

Call before you Dig
1-800-227-2600
1-702-645-7544

Call before you Overhead
1-702-227-2929

Call before you UnderGround
1-702-385-7411
1-702-876-5309





PARKING LOT SCREEN DETAIL
PER LAS VEGAS DOWNTOWN CENTENNIAL PLAN

Sign locations

SITE DATA

ASSESSOR'S PARCEL NUMBER	139-34-610-023, 031
EXISTING ZONING:	C-2 (GENERAL COMMERCIAL DISTRICT)
GROSS AREA:	0.85± ACRES
OWNER:	PROVIEW SERIES 17, LLC.
DEVELOPER:	E TECH CONSTRUCTION

PARKING ANALYSIS

STANDARD	69
COMPACT	37
HANDICAP	5
TOTAL	111

THOMASON CONSULTING ENGINEERS
3277 E WARM SPRINGS ROAD, SUITE 400
LAS VEGAS, NEVADA 89120
702-932-6123 FAX: 702-932-6129

E TECH CONSTRUCTION
PHONE: FAX:

CARSON AVENUE PARKING
SITE PLAN

SHEET 2 OF 2
DRAWING NO.

ARC-55336

Carson Lot Signage - PRJ54636_EX001

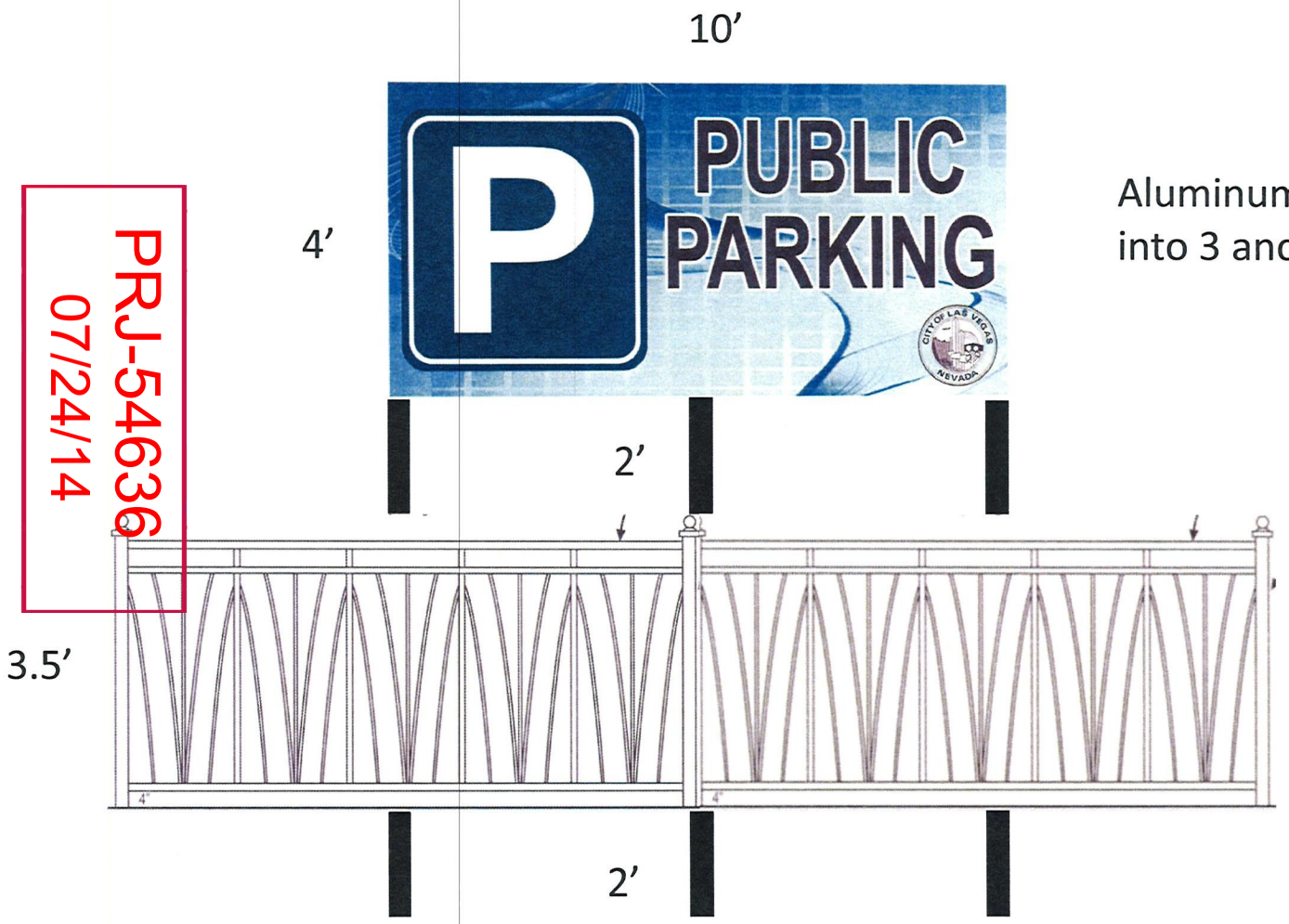
Parcels 139-34-610-023
139-34-610-031

Design	Sign Description	Location	Parcel	Elevation Height	Elevation Width	Bldg Elev. Area	% Allowable	Type	Illumination	Animated	Sign Height	Sign Width	Sign Area
A	Aluminum sign w/ vinyl graphics	Midpoint of sign 37.5' South of parcel line on Las Vegas Blvd	139-34-610-023	Bottom of sign is 6' from ground	Property is approx 140' long	N/A	N/A	Free standing	None	No	4'	10'	40 sf
B	Aluminum sign w/ vinyl graphics	Midpoint of sign is 4' west of LVB parcel line on Carson Street	139-34-610-023	Bottom of sign is 6' from ground	Property is approx 138' long	N/A	N/A	Free standing	None	No	4'	10'	40sf
C	Aluminum sign w/ vinyl graphics	Midpoint of sign is 4' east of alley on Cason	139-34-610-023	Bottom of sign is 6' from ground	Property is approx 138' long	N/A	N/A	Free standing	None	No	4'	10'	40sf
D	Aluminum sign w/ vinyl graphics	Midpoint of sign is 85' South of parcel line on Carson Street	139-34-610-031	Bottom of sign is 6' from ground	Property is approx 125' long	N/A	N/A	Free standing	None	No	4'	10'	40 sf

PRJ-54636
08/18/14

ARC-55336 REVISED

Elevation – Las Vegas Blvd (A)



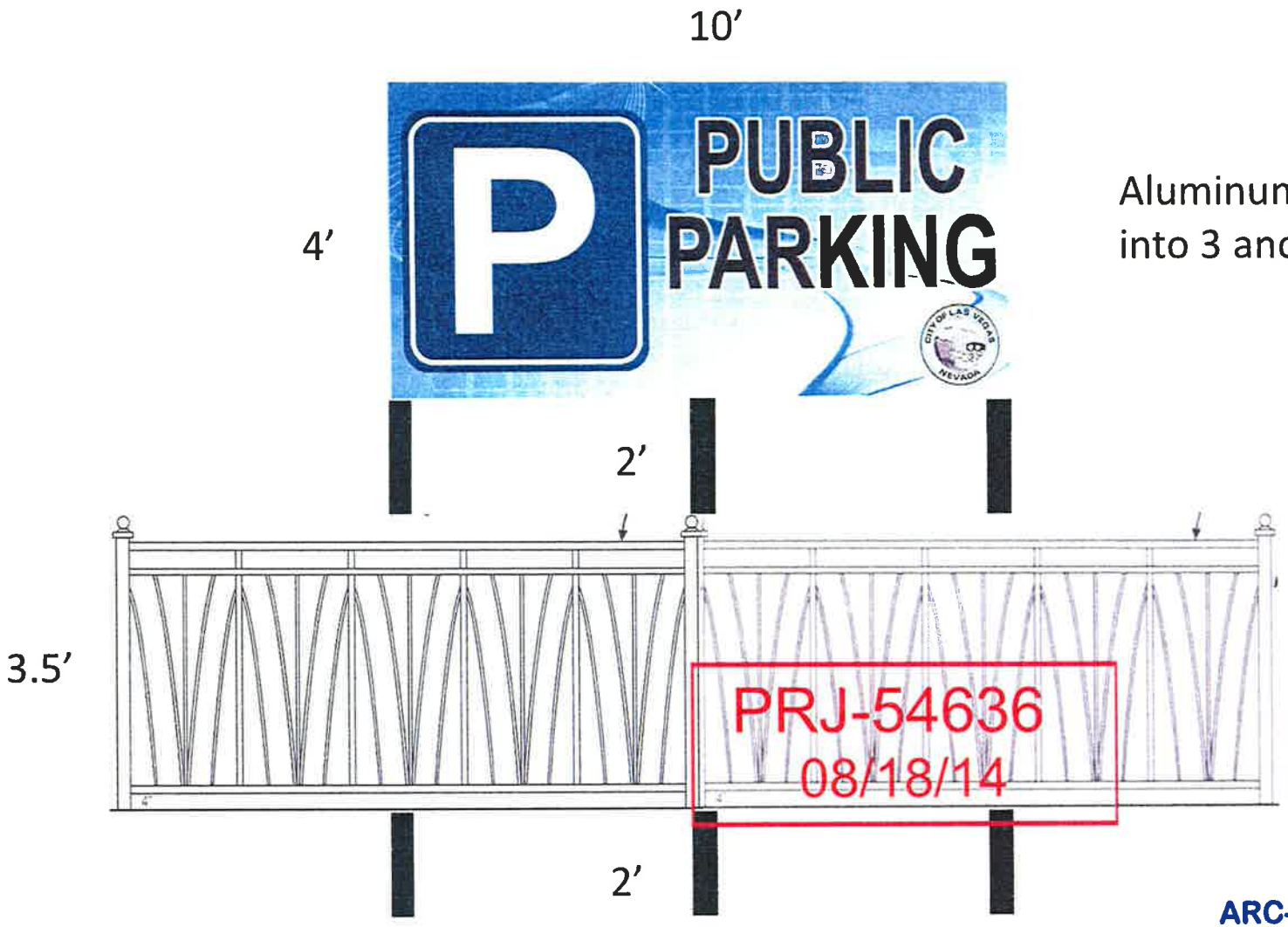
PRJ-54636
07/24/14

Aluminum sign bolted into 3 anchor posts

Posts: 4” x 4” black steel tubing, set 24” deep in 18” round concrete

ARC-55336

Elevation – Carson Avenue (B)

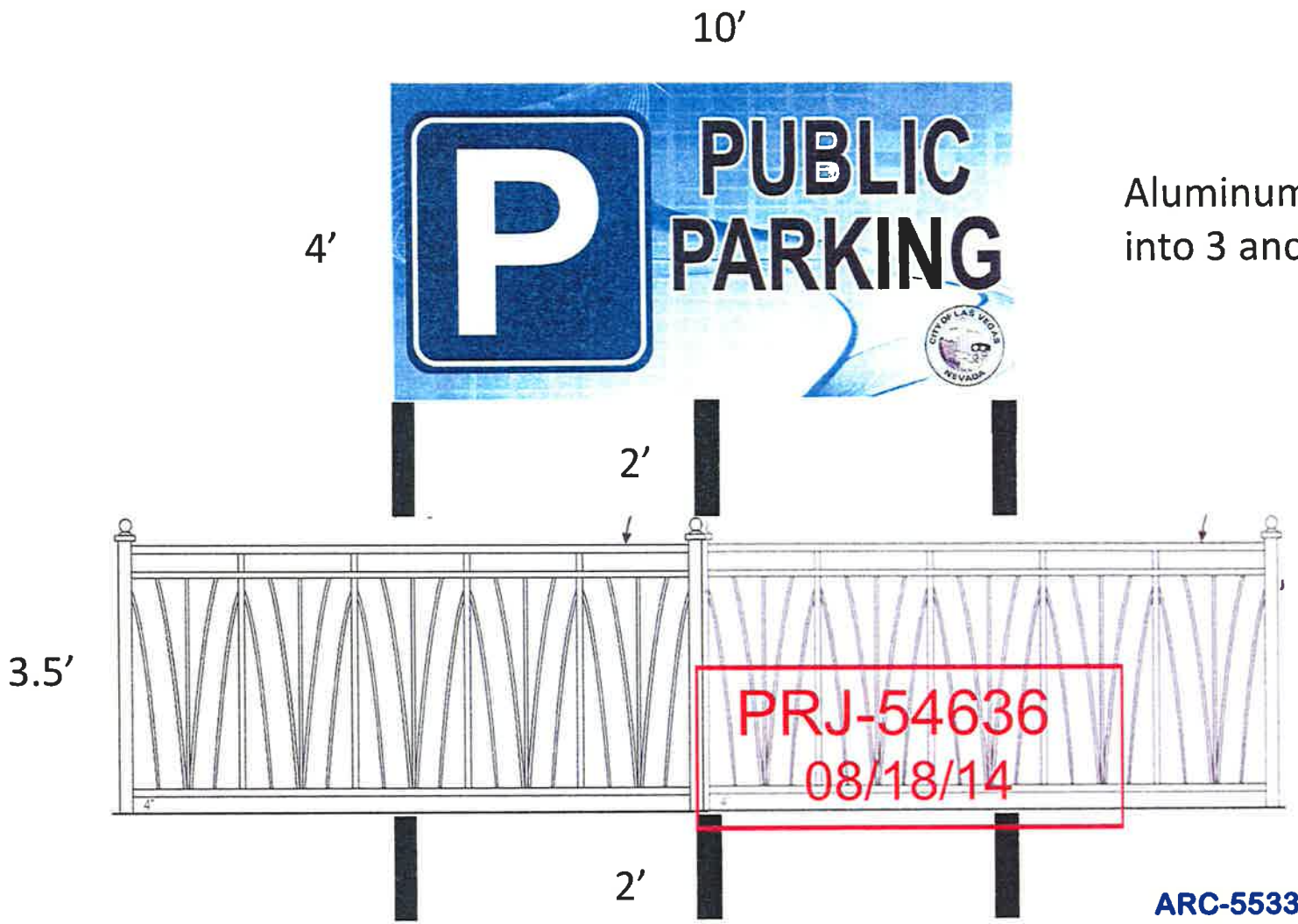


Aluminum sign bolted into 3 anchor posts

ARC-55336 REVISED

Posts: 4” x 4” black steel tubing, set 24” deep in 18” round concrete

Elevation – Carson Avenue (C)

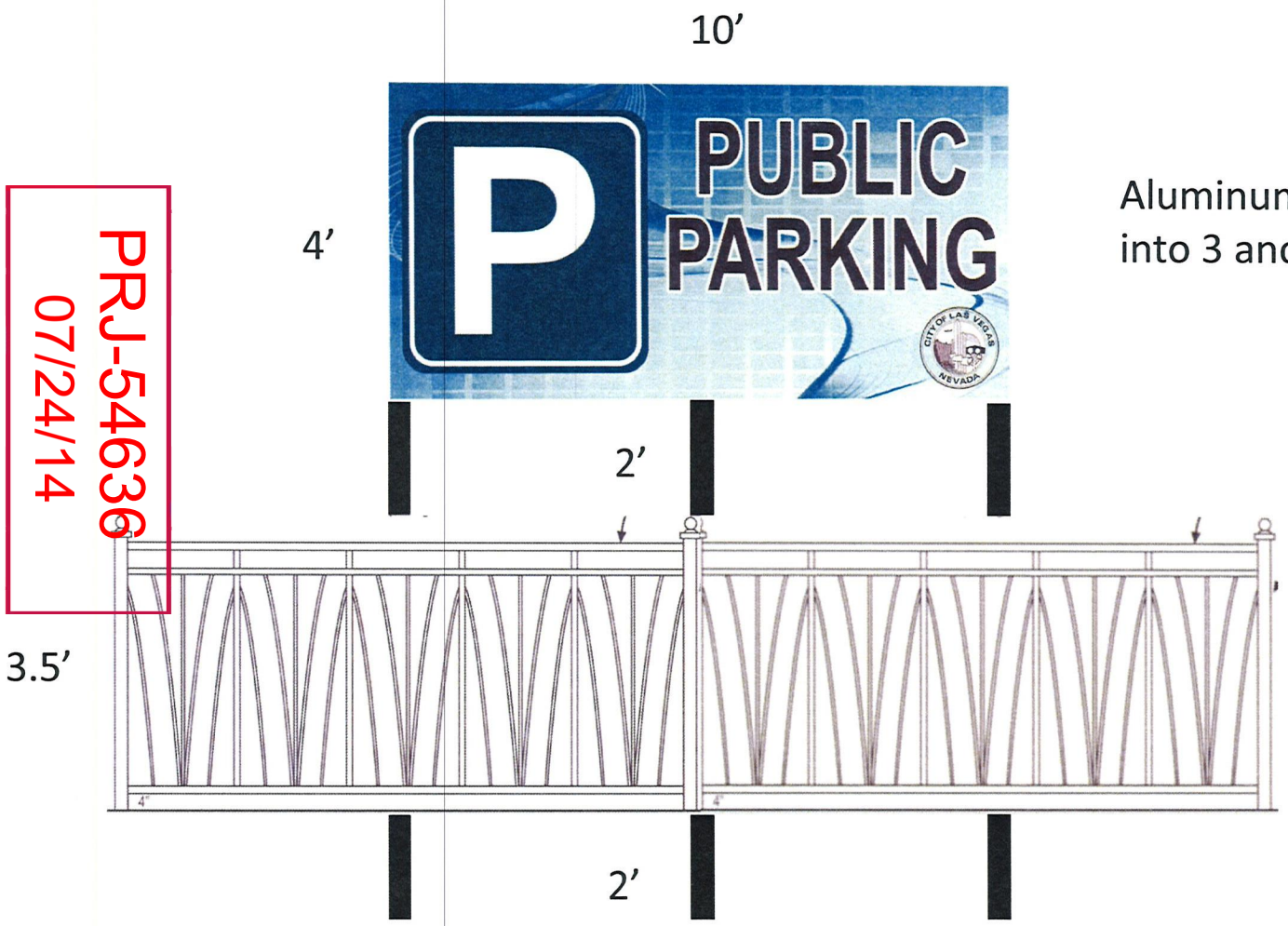


Aluminum sign bolted into 3 anchor posts

ARC-55336 REVISED

Posts: 4" x 4" black steel tubing, set 24" deep in 18" round concrete

Elevation – 4th Street (D)



PRJ-54636
07/24/14

Aluminum sign bolted into 3 anchor posts

Posts: 4” x 4” black steel tubing, set 24” deep in 18” round concrete

ARC-55336

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

June 23, 2014

Mr. Steve Swanton
City of Las Vegas, Planning Department
333 N. Rancho
Las Vegas, NV 89106

Re: Signage Application for 200 S. Las Vegas Blvd and 201 S. 4th Street

Dear Mr. Swanton:

Attached please find the required documents for proposed signage on the above referenced properties. As we are new to this process, any assistance you can provide would be very much appreciated.

These properties are currently being utilized as a temporary parking lot, authorized under the Downtown Centennial Plan, and may only be used for parking for a term of 3 years. After this time, the lot must be extended with appropriate approval, developed or upgraded to full, permanent parking lot standards.

The proposed signage is not compliant with signage regulations applying to the property, and to comply with these regulations for a period of less than 2 years during the temporary use would be extremely expensive and counterproductive.

These signage regulations were clearly designed for permanent use of the properties within the boundaries and not for temporary use. We have received a temporary signage permit, however the term of this permit is only 6 months, and the hope is that the appropriate authorities will recognize the disconnect in the length of the temporary use of the property and the temporary sign permit limitations (3 years vs. 6 months).

We are requesting illumination and animation variances for Carson Street and Las Vegas Boulevard signs as well as setback variances on Las Vegas Boulevard and 4th Streets. The free standing signs will abut the existing fence inside the property line, as moving them back into the lot to comply with the setback requirement will result in the loss of a total of 6 parking spaces.

Sincerely,

Brandy Stanley

Brandy Stanley
Parking Services Manager

CC: Kamran Foulad

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

PRJ-54636
07/24/14

ARC-55336

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

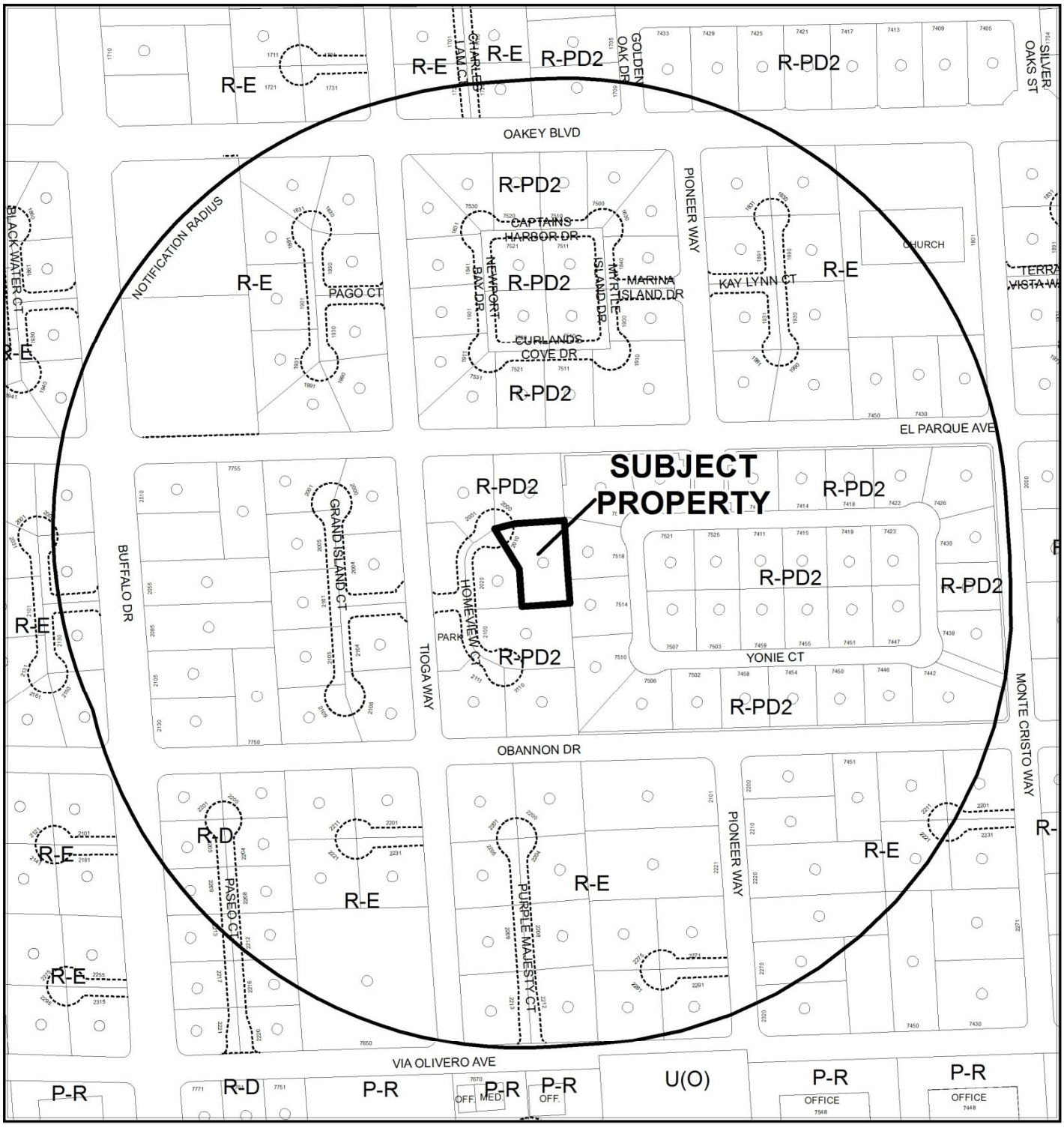
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-53482 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: B M L J H L 2011 TRUST - For possible action on an Appeal from the denial by the Planning Commission on a request for a Variance TO ALLOW AN ACCESSORY STRUCTURE (CLASS II) TO BE LOCATED TWO FEET FROM THE REAR PROPERTY LINE WHERE TEN FEET IS THE MINIMUM REQUIRED; AND TO ALLOW TWO FEET FROM THE PRINCIPLE DWELLING WHERE SIX FEET IS THE MINIMUM REQUIRED on 0.52 acres at 2010 Homeview Court (APN 163-03-311-003), R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone, Ward 1 (Tarkanian) [PRJ-53481]. Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL. [NOTE: This item should reflect this as an Appeal from the Approval by the Planning Commission]

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**18**	**Planning Commission Mtg.**	**33**
City Council Meeting	**6**	**City Council Meeting**	**4**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Appeal Letter Submitted by Plasim Homes, LLC
3. Conditions and Staff Report
4. Supporting Documentation
5. Photos
6. Justification Letter
7. Protest/Support Postcards
8. Backup Referenced from the June 10, 2014 Planning Commission Meeting



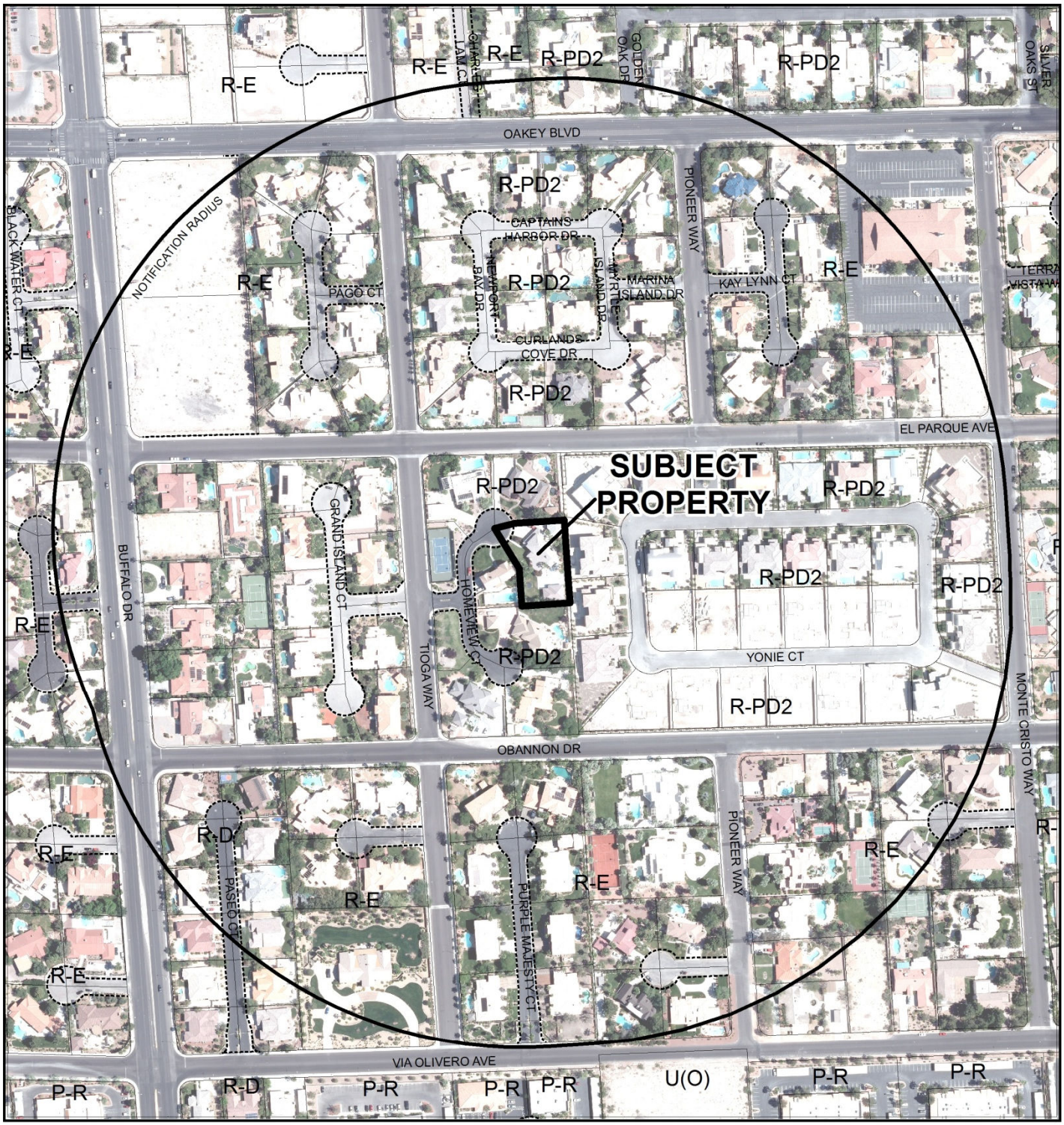
CASE: **VAR-53482 (PRJ-53481)**

0 200 400 Feet

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE)

N



CASE: **VAR-53482 (PRJ-53481)**

0 200 400 Feet

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE)

N

PLASIM HOMES
7422 Yonie Court | Las Vegas, NV 89117
Phone: (702) 237-9718 | Fax: (702) 202-1011
www.plasimllc.com | lisa@plasim.com

RECEIVED
CITY CLERK
2014 JUN 16 P 1:56

16 LMR

June ~~12~~ 16, 2014

Office of the City Clerk
495 S. Main St.
2nd floor
Las Vegas, NV

Re: VAR- 53482

To Whom It May Concern:

Plasim Homes is writing to appeal the Planning Commission's decision on June 10, 2014 to support VAR- 53482.

Please hear this appeal on August 20th as we will not be in the country until this time.

Kind Regards,

Roy Zalman
Plasim Homes LLC

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: B M L J H L 2011 TRUST

THIS ITEM WAS HELD IN ABEYANCE FROM THE SEPTEMBER 3, 2014 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILWOMAN TARKANIAN.

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-53482	Staff recommends DENIAL, if approved subject to conditions:	

**** CONDITIONS ****

VAR-53482 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

5. Prior to construction, obtain approval from the Southern Nevada Health District to insure there is no conflict with the existing Individual Sewage Disposal System (Septic Tank).

GK

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Variance to allow an existing Accessory Structure (Class II) [playground set] that was constructed without building permits to be located two feet away from the rear property line where ten feet is the minimum required and two feet away from the main dwelling unit where six feet is the minimum required by code. The site is located at 2010 Homeview Court, in an R-PD2 (Residential Planned Development – 2 Units per Acre) zoning district. No unique or extraordinary evidence has been presented to warrant the requested Variance. As such, the hardship is self-imposed and staff recommends denial of this request.

ISSUES

- A code enforcement case was created for the building of an accessory structure without proper permits on the east side of the property.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/06/86	The City Council approved a Petition to Annex (A-0009-85) property generally located south of Charleston Boulevard, between Torrey Pines Drive and Fort Apache Road. The annexation became effective on 03/28/86.
08/05/87	The City Council approved a Rezoning (Z-0059-87) from R-E (Residence Estates) to R-PD2 (Residential Planned Development – 2 Units per Acre) on properties located on the east side of Tioga Way, between El Parque Avenue and O'Bannon Drive. Planning Commission and staff recommended approval.
11/23/98	The City Council approved a General Plan Amendment (GPA-0027-98) from R (Rural Density Residential) to DR (Desert Rural Density Residential) on properties bounded by the Holmby Avenue alignment, Via Olivero Avenue, Rainbow Boulevard, and Durango Drive. Planning Commission and staff recommended approval.
06/10/14	The Planning Commission (5-1 vote/ts) voted to approve a request for Variance to allow an accessory structure (class ii) to be located two feet from the rear property line where ten feet is the minimum required; and to allow two feet from the principle dwelling where six feet is the minimum required.
06/16/14	An appeal was filed with the Office of the City Clerk of the approval by the Planning Commission for VAR-53482 [PRJ-53481] and is scheduled to be considered by the City Council on SEPTEMBER 17, 2014.

Most Recent Change of Ownership	
01/25/12	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c. 1989	The existing 3,858 square-foot single family residence was constructed.
01/27/14	A code enforcement citation (#137298) was issued for a two-story playground set located two feet from the rear property line at 2010 Homeview Court. The citation remains unresolved.

Pre-Application Meeting
No pre-application meeting was held.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
05/01/14	Staff conducted a routine field check and noted a well maintained single family residence.

Details of Application Request	
Site Area	
Gross Acres	0.52

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family Residence	DR (Desert Rural Density Residential)	R-PD2 (Residential Planned Development – 2 Units per Acre)
North	Single Family Residence	DR (Desert Rural Density Residential)	R-PD2 (Residential Planned Development – 2 Units per Acre)
South	Single Family Residence	DR (Desert Rural Density Residential)	R-PD2 (Residential Planned Development – 2 Units per Acre)
East	Single Family Residence	DR (Desert Rural Density Residential)	R-PD2 (Residential Planned Development – 2 Units per Acre)
West	Single Family Residence	DR (Desert Rural Density Residential)	R-PD2 (Residential Planned Development – 2 Units per Acre)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
R-PD (Residential Planned Development) District	Y
Rural Preservation Overlay District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	20,000 SF	21,780 SF	Y
Min. Lot Width	100 Feet	108 Feet	Y
Accessory Structure Min. Setbacks			
• Side	10 Feet	70 Feet	Y
• Corner	N/A	N/A	N/A
• Rear	10 Feet	2 Feet	N
Min. Distance Between Buildings	6 Feet	2 Feet	N
Accessory Structure Height	Two Stories or 35 Feet in height, whichever is less	15 Feet	Y

ANALYSIS

This application is a request for a Variance to allow an existing 15-foot tall, 190 square-foot Accessory Structure (Class II) [playground set] that was constructed without building permits to be located two feet away from the rear property line where ten feet is the minimum required and two feet away from the main dwelling unit where six feet is the minimum required. Title 19.06 requires accessory structures in all residential zoning districts to maintain a minimum distance separation of six feet from the principle dwelling unit. In addition, Title 19.06 requires accessory structures located on property with an R-E (Residence Estates) zoning destination to be set back at least ten feet from the rear property line. No substantial evidence has been presented to warrant the requested Variance. The existing accessory structure can be redesigned or relocated to meet current code requirements. As such, the hardship is self-imposed and staff recommends denial.

FINDINGS (VAR-53482)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by constructing an Accessory Structure (Class II) [playground set] without building permits, two feet away from the rear property line where ten feet is minimum required and two feet away from the main dwelling unit where six feet is the minimum required. The existing structure could be relocated to an alternative location that would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 20

NOTICES MAILED 119 (By City Clerk)

APPROVALS 33

PROTESTS 18

GK

CLV Planning - Application Form

Application Number:	PRJ-53481
Application/Petition For:	Setback Variance for Acccessory Structure (Class II)
ProjectAddress (Location):	2010 HOMEVIEW COURT
Project Name	SETBACK VARIANCE AT 2010 HOMEVIEW COURT
Assessors Parcel #(s):	16303311003
Ward #:	WARD 1 (LOIS TARKANIAN)
Is the Application Information Correct:	Yes
If no, ...change what	
General Plan Designation: Proposed:	Select
Zoning District: Proposed:	Select
Gross Acres:	0.52
Lots/Units:	
Additional Information:	
Applicant First Name:	Berne
Applicant Last Name:	Leavitt
Applicant Address:	2010 Homeview Court
Applicant City:	Las Vegas
Applicant State:	NV
Applicant Zip:	89117
Applicant Phone:	702-204-4414
Applicant Fax:	702-204-4414
Applicant Email:	berneleavitt@hotmail.com
Rep First Name:	Berne
Rep Last Name:	Leavitt
Rep Address:	2010 Homeview Court
Rep City:	Las Vegas
Rep State:	NV
Rep Zip:	89117
Rep Phone:	702-204-4414
Rep Fax:	702-204-4414
Rep Email:	berneleavitt@hotmail.com

VAR-53482

PRJ-53481
03/31/14

CLV Planning - Application Form

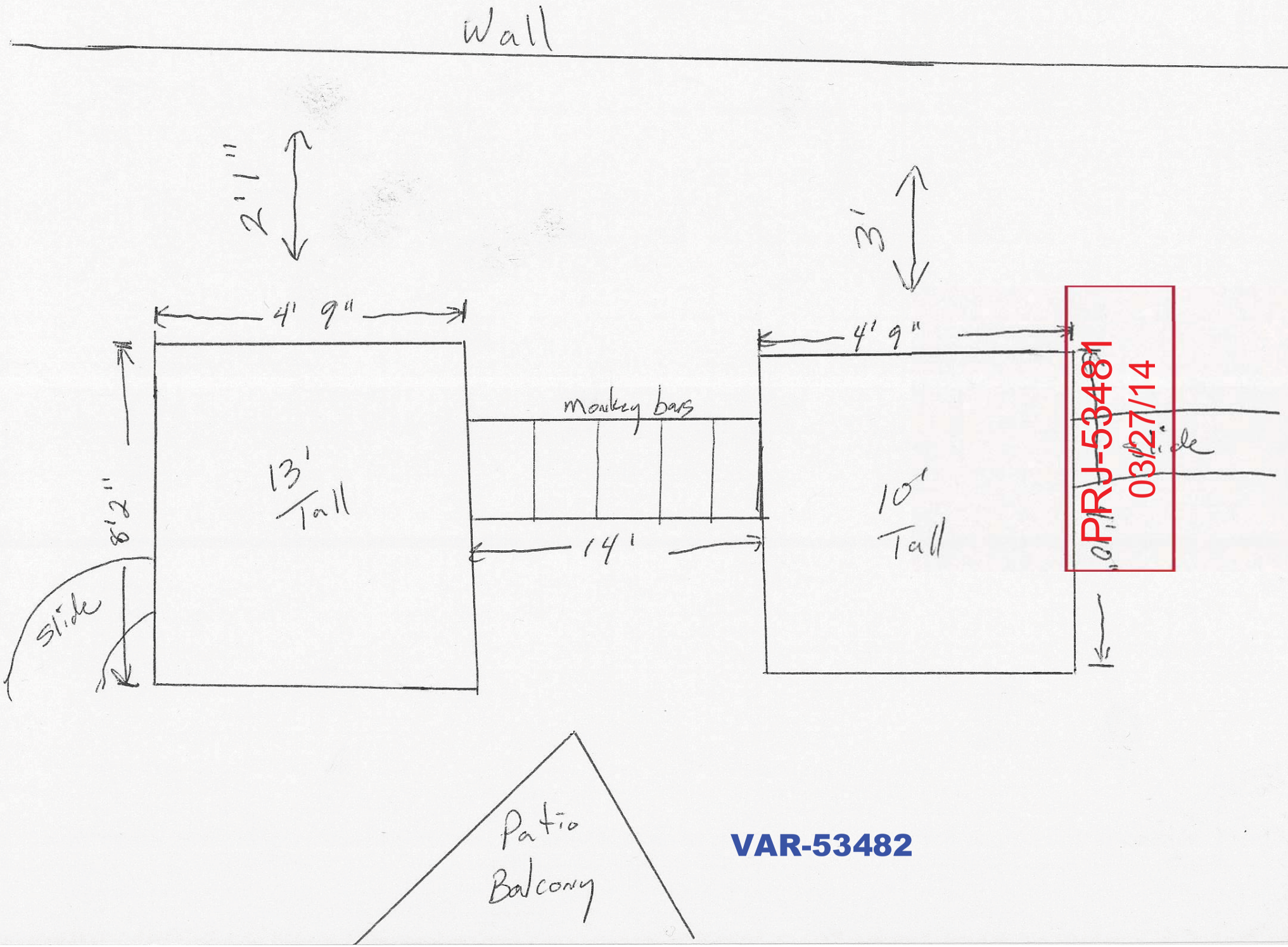
I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission. I Accept:	Yes
Is the Owner Information Correct:	Yes
If no, ...change what	

Owner(s)	ADDR1	ADDR2
B M L J H L 2011 TRUST	2010 HOMEVIEW CT	LAS VEGAS, NV 89117-2042

CLVEPLAN Applicant	Company	Title	Email
Berne Leavitt	None	Owner	berneleavitt@hotmail.com

VAR-53482

PRJ-53481
03/31/14

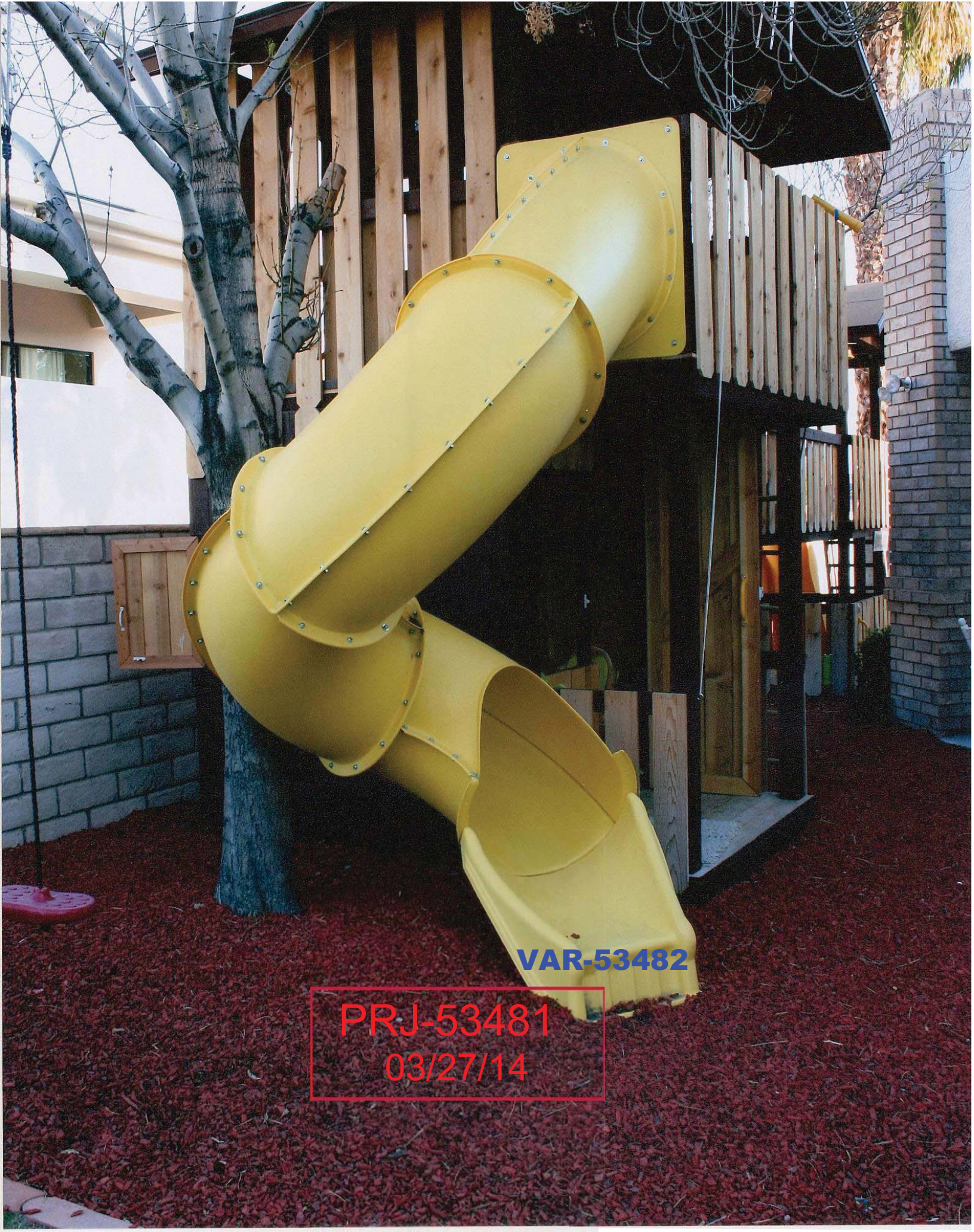

Wall
2' 1"
3'
4' 9"
4' 9"
Monkey bars
13' Tall
10' Tall
14'
8' 2"
Slide
Slide
PRJ-53481
03/27/14
Patio
Balcony
VAR-53482

VAR-534482

PRJ-53481
03/27/14

VAR-53482

PRJ-53481
03/27/14


VAR-53482
PRJ-53481
03/27/14

VAR-534482

PRJ-53481
03/27/14

VAR-53482 [PRJ-53481] - VARIANCE - APPLICANT/OWNER: BERNE LEAVITT
2010 HOMEVIEW COURT

05/01/14

VAR-53482 [PRJ-53481] - VARIANCE - APPLICANT/OWNER: BERNE LEAVITT
2010 HOMEVIEW COURT

05/01/14

VAR-53482 [PRJ-53481] - VARIANCE - APPLICANT/OWNER: BERNE LEAVITT
2010 HOMEVIEW COURT

05/01/14

VAR-53482 [PRJ-53481] - VARIANCE - APPLICANT/OWNER: BERNE LEAVITT
2010 HOMEVIEW COURT

05/01/14

VAR-53482 [PRJ-53481] - VARIANCE - APPLICANT/OWNER: BERNE LEAVITT
2010 HOMEVIEW COURT

05/01/14

Monday, March 17, 2014

To: Department of Building and Safety
Attention: Doug Rankin

On February 9, 2014 we were informed by a city inspector that our backyard playground equipment did not meet a city code.

I would like to provide additional information concerning this matter. We have been in our home for 'twenty-seven' years, and have provided a backyard for our family entertainment and lifestyle. After raising six children we now have grandchildren. We wanted to provide some playground equipment so began checking into various stores that offered these. Sam's Club, Lowe's, Home Depot, Costco all offered play equipment with slides, climbing walls, little play area houses with windows, doors, etc.They were offered as kits to be put together, along with several other pieces, such as swings, pull handles, & all sizes of bars for added enjoyment, or bought as is and have put together in packages. These do not need footings and that is exactly what we followed. So this is what we purchased, and there is no footings on playground equipment areas.

Four years ago we took out all of our grass and prepared it for the play area. At the time the property behind us had been under construction for many years. The house being built directly behind us was a 10,000 square foot two story home, with two balcony's with towering heights that looked down into our yard and our personal spaces. Our home, being a two story home has a balcony at the eight foot level which made for our balcony's facing each other in close proximity.

We felt we could build the playground equipment that would be attractive and help provide a barrier or visual buffer to improve our privacy as well as helping them with their privacy. Our intentions were and still are to keep our grandchildren from having any access that would invade their privacy.

As you may be aware more recently the need for a barrier or buffer has increased because of criminal activity from that home. Metro has been involved with several investigations and warrants. Swat has been directly involved with this house. For further information you may contact Officer Anthony Packe at 702-828-2219 for the added information. We have agreed to not disclose any facts pertaining to this situation.

After four years of it not being a problem why is it now being considered one. We were not aware that any playground equipment with a playhouse bottom area, and slides, as sold in the stores would need any permits, or have any code restrictions.

Thank you for your consideration and help in resolving this matter.

The Berne & Jan Leavitt Family
2010 Homeview Ct.
Las Vegas, NV 89117

PRJ-53481
03/27/14

VAR-53482

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

RECEIVED
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FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.46⁰
JUL 03 2014
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing 2014 JUL 10 A 11:47

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above, fax this side of this card to (702) 382-4803 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-53482 [PRJ-53481]
City Council Meeting of July 16, 2014

KESAR JEFFREY & LORI
2204 PURPLE MAJESTY CT
LAS VEGAS NV 89117-2747

APN#16303413006

71 FRDFNMP 89117

Application Information

VAR-53482 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: B M L J H L 2011 TRUST - For possible action on an Appeal from the denial by the Planning Commission on a request for a Variance TO ALLOW AN ACCESSORY STRUCTURE (CLASS II) TO BE LOCATED TWO FEET FROM THE REAR PROPERTY LINE WHERE TEN FEET IS THE MINIMUM REQUIRED; AND TO ALLOW TWO FEET FROM THE PRINCIPLE DWELLING WHERE SIX FEET IS THE MINIMUM REQUIRED on 0.52 acres at 2010 Homeview Court (APN 163-03-311-003), R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone, Ward 1 (Tarkanian) [PRJ-53481].

I have seen more & more unpermitted work in our area of town, people are doing it taking chances they won't be caught & if they are they plead ignorance and the City has granted them Have or not taken down the project.

Application Location

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***July 16, 2014***
Time:	1:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor Las Vegas, Nevada 89101

Any and all interested persons may appear and be heard at said meeting, or may, prior to this meeting, file a written objection thereto or approval thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada 89101. For further information, including the full staff report, please call (702)229-6311 (7-1-1 Relay Nevada) or go to http://www.lasvegasnevada.gov.

Submitted after final agenda

Date 7/16/14 Item 89

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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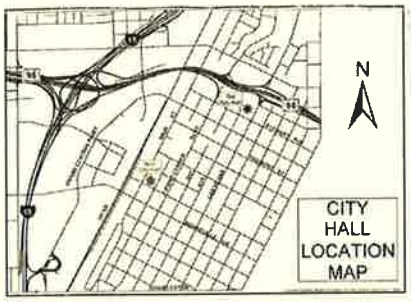
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

over for comments

VAR-53482 [PRJ-53481]
City Council Meeting of July 16, 2014

WILLIAMS TRUST
WILLIAMS ANTHONY J & ANNA TRS
7451 OBANNON DR

LAS VEGAS NV 89117-2035
APN#16303403001

71 PRODFNHP 89117

Application Information

VAR-53482 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: B M L J H L 2011 TRUST - For possible action on an Appeal from the denial by the Planning Commission on a request for a Variance TO ALLOW AN ACCESSORY STRUCTURE (CLASS II) TO BE LOCATED TWO FEET FROM THE REAR PROPERTY LINE WHERE TEN FEET IS THE MINIMUM REQUIRED; AND TO ALLOW TWO FEET FROM THE PRINCIPLE DWELLING WHERE SIX FEET IS THE MINIMUM REQUIRED on 0.52 acres at 2010 Homeview Court (APN 163-03-311-003), R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone, Ward 1 (Tarkanian) [PRJ-53481].

For fire and safety reasons, we oppose this appeal. Furthermore, it would set a bad precedent for the neighborhood.

Anna Williams

Application Location

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***July 16, 2014***
Time:	1:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor Las Vegas, Nevada 89101

Any and all interested persons may appear and be heard at said meeting, or may, prior to this meeting, file a written objection thereto or approval thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada 89101. For further information, including the full staff report, please call (702)229-6311 (7-1-1 Relay Nevada) or go to http://www.lasvegasnevada.gov.

Anna Williams

Submitted after final agenda

Date 7/10/14 Item 89

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Official Notice of Public Hearing

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-53482 [PRJ-53481]
City Council Meeting of July 16, 2014

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CITY CLERK
2014 JUL 14 A 8:01

PLASIM HOMES L L C
7422 YONIE CT
LAS VEGAS NV 89117-2159

APN#16303315033

Submitted after final agenda

Date 7/14/14 Item 89

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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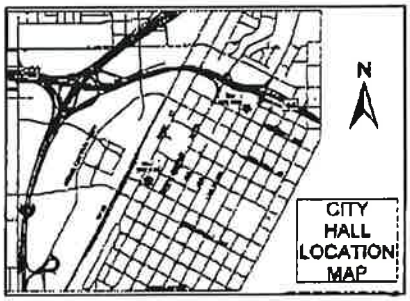
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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VAR-53482 [PRJ-53481]
City Council Meeting of July 16, 2014

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CITY CLERK
2014 JUL 15 P

BARTSAS MARY 13 L L C
601 S RANCHO DR #C23
LAS VEGAS NV 89106-4825

APN#16303301012

43 FRDFNMP 89106

Submitted after final agenda

Date 7/15/14 Item 89

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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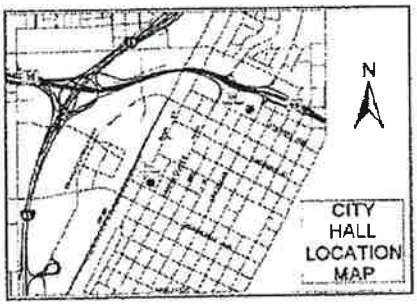
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-53482 [PRJ-53481]
City Council Meeting of August 20, 2014

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2014 AUG 11 A 7:52

KESAR JEFFREY & LORI
2204 PURPLE MAJESTY CT
LAS VEGAS NV 89117-2747

APN#16303413006

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE PITNEY BOWES
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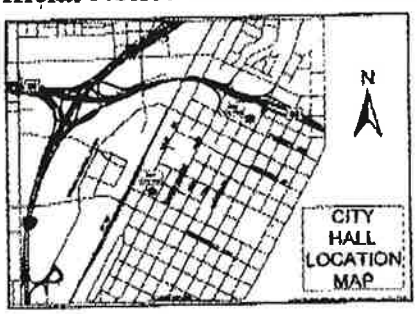
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-53482 [PRJ-53481]
City Council Meeting of August 20, 2014

GLOVER JAMES & A FAM 1999 REV TR
GLOVER JAMES L & ANDREA L CO-TRS
7429 SILVER PALM AVE

LAS VEGAS NV 89117-1443
APN#16303210039

Submitted after final agenda

Date 8-12-14 Item 83

71 FROFNMP 89117

p.1
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City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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2014 JUL -9 P 4:42

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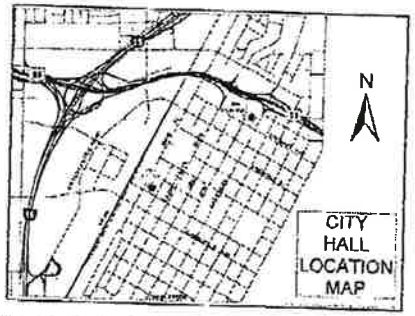
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-53482 [PRJ-53481]
City Council Meeting of July 16, 2014

HAAS IRREVOCABLE TRUST
HAAS DAVID K & MARIAN C TRS
2110 HOMEVIEW CT

LAS VEGAS NV 89117-2038
APN#16303311006

71 FRDFNMP 89117

Jul 09 14 04:27p MARIAN HAAS

Submitted after final agenda
Date 7/9/14 Item 89

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE
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2014 AUG 12 A 11:20

Return Service Requested
Official Notice of Public Hearing

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-53482 [PRJ-53481]
City Council Meeting of August 20, 2014

WILLIAMS TRUST
WILLIAMS ANTHONY J & ANNA TRS
7451 OBANNON DR

LAS VEGAS NV 89117-2035
APN#16303403001

71 PROFNMP 89117

Application Information

VAR-53482 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: B M L J H L 2011 TRUST - For possible action on an Appeal from the denial by the Planning Commission on a request for a Variance TO ALLOW AN ACCESSORY STRUCTURE (CLASS II) TO BE LOCATED TWO FEET FROM THE REAR PROPERTY LINE WHERE TEN FEET IS THE MINIMUM REQUIRED; AND TO ALLOW TWO FEET FROM THE PRINCIPLE DWELLING WHERE SIX FEET IS THE MINIMUM REQUIRED on 0.52 acres at 2010 Homeview Court (APN 163-03-311-003), R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone, Ward 1 (Tarkanian) [PRJ-53481]. [**RENOTIFICATION**: This notice should reflect this as an Appeal from the Approval by the Planning Commission.]

I've changed my original objections to this project I support it. Ann Williams

Application Location

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***August 20, 2014***
Time:	1:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor Las Vegas, Nevada 89101

Any and all interested persons may appear and be heard at said meeting, or may, prior to this meeting, file a written objection thereto or approval thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada 89101. For further information, including the full staff report, please call (702)229-6311 (7-1-1 Relay Nevada) or go to http://www.lasvegasnevada.gov.

Submitted after final agenda

Date 8-12-14 Item 83

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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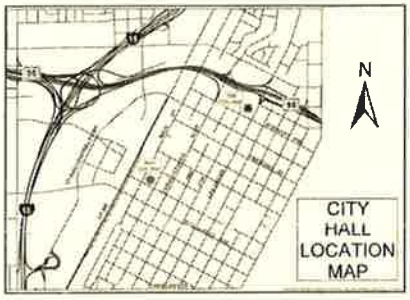

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-53482 [PRJ-53481]
City Council Meeting of August 20, 2014

STEPHENS KYLE J & JULIA H FAM TR
STEPHENS KYLE J & JULIA A H TRS
2231 S MONTE CRISTO WY

LAS VEGAS NV 89117-2713
APN#16303403012

8/13/14

71 FRDFNMP 89117

We support our neighbors keeping their playground! It is an asset for our neighborhood!

Dodd & Zan Hyer

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☐ I OPPOSE this Request

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VAR-53482 [PRJ-53481]
City Council Meeting of August 20, 2014

HYER DODD DALE & ZAN P FAMILY TR
HYER DODD D & ZAN P TRS
2001 HOMEVIEW CT

LAS VEGAS NV 89117-2043
APN#16303311001

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2014 AUG 18 A 7:33
CITY CLERK

Submitted after final agenda

Date 8/18/14 Item 83
W-1

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

Public Comment Form

Item Subject VAR-53482 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: B M L J H L 2011 TRUST - For possible action on a request for a Variance TO ALLOW AN ACCESSORY STRUCTURE (CLASS II) TO BE LOCATED TWO FEET FROM THE REAR PROPERTY LINE WHERE TEN FEET IS THE MINIMUM REQUIRED; AND TO ALLOW TWO FEET FROM THE PRINCIPLE DWELLING WHERE SIX FEET IS THE MINIMUM REQUIRED on 0.52 acres at 2010 Homeview Court (APN 163-03-311-003), R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone, Ward 1 (Tarkanian) [PRJ-53481]. Staff recommends DENIAL.

Tracking Number	PC06102014-46-1
Name	Abraham Zalman
Address	7422 Yonie Court
City	Las Vegas
State	Nevada
Zip	89117
Comment	I'm against the variance.
Vote	Against

RECEIVED

MAY 12 2014

City of Las Vegas
Dept. of Planning

May 12, 2014

Planning Commission
Council Chambers
495 South Main Street
Las Vegas

Re: Objection letter for variance #53482 at 2010 Homeview Ct., Las Vegas NV 89117

To Whom It May Concern:

I would like to request that VAR-53482 would be denied.

I work for Plasim Homes LLC, the owner of the homes in Yonie Ct. and I live in Yonie Ct. with my wife and 4 kids.
I have witnessed firsthand how the construction of the playhouse located in 2010 Homeview Ct. causes a great concern to the homeowners and tenants at 7518 Yonie Ct. While every home in the community has been leased within a couple of weeks, the home at 7518 Yonie Ct. was on the market for several months. Every person who came to see the home expressed his concern about how the playhouse is such an eye soar view and that it invades the privacy. Eventually, I leased the home to a respectable family with 3 months old triplet babies. Unfortunately, I had to reduce the rent significantly compared to the rent of the adjacent homes leased at the same time period.

The family who lives in 7518 Yonie Ct. wants to have privacy and a nice view in its backyard, and they keep expressing their concern about this large playhouse. As a father too, I am well familiar with the playhouses available in retail stores, and none of these playhouses are as large as the one built in Homeview Ct. The owner of the playhouse states in his letter that the primary reason for building it was for privacy. I believe that there are better balanced privacy solutions for both neighbors, such as curtains and evergreen trees, especially in this case, in which his lot is significantly taller higher than the neighboring backyards, and therefore, simpler to landscape.

Moreover, due to the size of the playhouse it should be subjected to building and planning regulations:

1. The owner did not obtain neither a building permit nor construction plans, in violation of the following regulation:

The ***"RESIDENTIAL DETACHED STORAGE SHEDS, TOOLS SHEDS, PLAYHOUSES, AND SIMILAR USES"*** states as follows:

> ***LOCATION REQUIREMENTS: Must comply with IBC setback or Zoning setback, whichever is more restrictive.***
>
> ***CONSTRUCTION REQUIREMENTS: If your structure has a floor area of 200 square feet or less and the walls do not exceed 8 feet in height, construction plans are not required; however, PERMITS ARE REQUIRED. In addition, a dimensioned site plan must always be***

submitted to show location from property lines and other structures on the sites.

See:
http://www.lasvegasnevada.gov/files/permits_licenses/Residential_Detached_Sheds.pdf

This regulation requires permits for every structure, including playhouses. In addition, in our case the playhouse exceeds 8 feet in height (the owner admits it in his letter), and alternatively exceeds a floor area of 200 square feet. Therefore, construction plans are required too.
Also, according to this regulation, all playhouses must comply with IBC setback or Zoning setback, whichever is more restrictive.

2. SECTION R105.2 to the 2012 International Residential Code also requires obtaining a permit for a playhouse:

   RI05.2 Work exempt from permit. Permits shall not be required for the following. Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

   RI05.2.1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 200 square feet (18.58 m2).

   In this case, the playhouse is a two-story. Therefore it is not exempt from obtaining a permit. Alternatively, the playhouse exceeds 200 square feet, and therefore it is not exempt.

3. I believe that the floor area of the playhouse is significantly larger than 200 square feet - The width of the playground is 8 feet, not including the attached slide. The attached slide is a part of the structure, and therefore the width is more than 8 feet. We agree that the height is 15 ft, and the length is 38 ft.

4. In addition to my mentioned arguments, I argue that the playhouse structure should be considered as an accessory structure (Class II), and should comply with the required setbacks. Title 19.12.070 defines accessory structure (Class II) as:

   "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)."

5. The setbacks for an accessory structure do not meet the minimum requirements of title 19.06.060, considering a zoning of RP-D2 which has the same setback requirements as R-E zoning:

	Required	Actual
Minimum Separation from Main Building	6 ft	2 ft
Minimum Side Yard Setback	10 ft	2 ft

6. In the next few days I will send you a document with neighbors' objections to the playhouse due to its size, and the infringement of the neighbors' privacy.

7. The playhouse owner has a large backyard. He could have placed the playhouse in any other location, which would not violate the zoning laws and not cause any damages to the owners and tenants in 7518 Yonie Ct and in the adjacent homes. If the purpose of the playhouse was screening, as the owner of 2010 Homeview Ct. claims, then he could have chosen a more balanced solution, such as an additional landscaping.

8. I ask the planning commission dismiss the application for a variance.

Thank you for your help,

Roy Zalman

Plasim Homes LLC
7422 Yonie Ct.,
Las Vegas, NV 89117

R104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material, design or method of construction shall be *approved* where the *building official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code. Compliance with the specific performance-based provisions of the International Codes in lieu of specific requirements of this code shall also be permitted as an alternate.

R104.11.1 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *building official* shall have the authority to require tests as evidence of compliance to be made at no expense to the *jurisdiction*. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *building official* shall approve the testing procedures. Tests shall be performed by an *approved* agency. Reports of such tests shall be retained by the *building official* for the period required for retention of public records.

SECTION R105
PERMITS

R105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the *building official* and obtain the required *permit*.

R105.2 Work exempt from permit. *Permits* shall not be required for the following. Exemption from *permit* requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this *jurisdiction*.

Building:

1. One-story detached *accessory structures* used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 200 square feet (18.58 m^2).
2. Fences not over 7 feet (2134 mm) high.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
4. Water tanks supported directly upon *grade* if the capacity does not exceed 5,000 gallons (18 927 L) and the ratio of height to diameter or width does not exceed 2 to 1.
5. Sidewalks and driveways.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
7. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
8. Swings and other playground equipment.
9. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
10. Decks not exceeding 200 square feet (18.58 m^2) in area, that are not more than 30 inches (762 mm) above *grade* at any point, are not attached to a *dwelling* and do not serve the exit door required by Section R311.4.

Electrical:

1. *Listed* cord-and-plug connected temporary decorative lighting.
2. Reinstallation of attachment plug receptacles but not the outlets therefor.
3. Replacement of branch circuit overcurrent devices of the required capacity in the same location.
4. Electrical wiring, devices, *appliances*, apparatus or *equipment* operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
5. Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical *equipment* to *approved* permanently installed receptacles.

Gas:

1. Portable heating, cooking or clothes drying *appliances*.
2. Replacement of any minor part that does not alter approval of *equipment* or make such *equipment* unsafe.
3. Portable-fuel-cell *appliances* that are not connected to a fixed piping system and are not interconnected to a power grid.

Mechanical:

1. Portable heating *appliances*.
2. Portable ventilation *appliances*.
3. Portable cooling units.
4. Steam, hot- or chilled-water piping within any heating or cooling *equipment* regulated by this code.
5. Replacement of any minor part that does not alter approval of *equipment* or make such *equipment* unsafe.
6. Portable evaporative coolers.

VAR-53482 [PRJ-53481]

BUILDING & SAFETY
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

RESIDENTIAL DETACHED STORAGE SHEDS, TOOLS SHEDS, PLAYHOUSES, AND SIMILAR USES

LOCATION REQUIREMENTS: Must comply with IBC setback or Zoning setback, whichever is more restrictive.

CONSTRUCTION REQUIREMENTS: If your structure has a floor area of 200 square feet or less and the walls do not exceed 8 feet in height, construction plans are not required; however, PERMITS ARE REQUIRED. In addition, a dimensioned site plan must always be submitted to show location from property lines and other structures on the sites.

NOTES:

Whenever electrical work is being done on a structure, an electrical plan and permit are always required.

Whenever the structure contains plumbing or mechanical units, a full set of plans will be required regardless of the size of the structure.

VAR-53482 [PRJ-53481]

May 29, 2014

RECEIVED
JUN 10 2014
City of Las Vegas
Dept. of Planning

To: Las Vegas Planning and Development

We are neighbors of Berne & Jan Leavitt, who have been ask to get a variance concerning their playground equipment located in their backyard. They have had this playground equipment built very beautifully and have taken steps to make it safe, and we feel it is non-intrusive on any neighbor.

Concerning the variance that the Building and Safety Department has ask our neighbors at 2010 Homeview Ct. we believe they should be granted this variance.

MICHAEL LANTZ

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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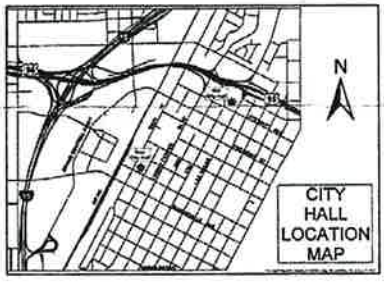
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

MICHAEL LANTZ
1425 DELCASTRO ST

Submitted after final agenda

Submitted after final agenda
Date 6/10/14 Item #46A

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Dept. of Planning

May 29, 2014

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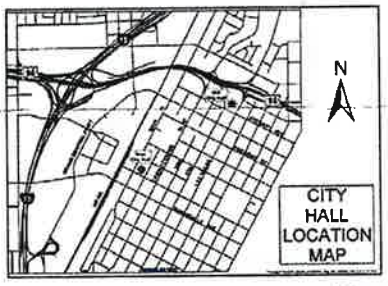

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

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VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

Keith B. McDonald
1831 Ramsey Ct.
Las Vegas, NV 89117

Submitted after final agenda

Submitted after final agenda #46A

Date 6/10/14 Item

May 29, 2014

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JUN 10 2014

City of Las Vegas
Dept. of Planning

To: Las Vegas Planning and Development

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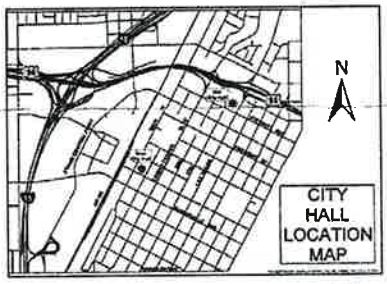

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VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

1404 Silver Oaks St
Las Vegas NV 89178

Submitted after final agenda

Submitted after final agenda

Date 6/10/14 Item #46A

May 29, 2014

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Dept. of Planning

To: Las Vegas Planning and Development

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Michael Mack

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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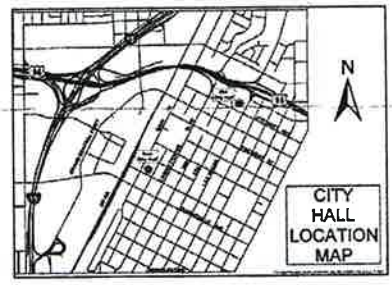

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VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

Michael Mack
1990 Rennes Ct
Las Vegas
89117

Submitted after final agenda

Submitted after final agenda #46A
Date 6/10/14 Item

RECEIVED

JUN 10 2014

City of Las Vegas
Dept. of Planning

May 29, 2014

To: Las Vegas Planning and Development

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X

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Development Services Center
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Las Vegas, Nevada 89106

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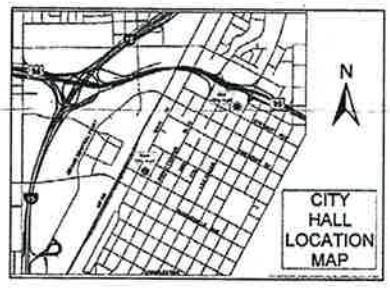

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VAR-53482 [PRJ-53481]

Planning Commission Meeting of 6/10/2014

Michael Huntsman
1301 Misty Moat St.
Las Vegas, NV 89117

X

Submitted after final agenda

Submitted after final agenda. #4 10A

Date 6/10/14 Item

May 29, 2014

RECEIVED

JUN 10 2014

City of Las Vegas
Dept. of Planning

To: Las Vegas Planning and Development

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John B. Pace

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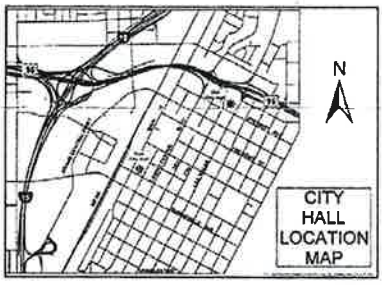

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VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

JoAnn B Pace
1971 Terra Vista Way
Las Vegas, NV
89117

Submitted after final agenda

Submitted after final agenda #4 & A
Date 6/10/14 Item

May 29, 2014

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JUN 10 2014

City of Las Vegas
Dept. of Planning

To: Las Vegas Planning and Development

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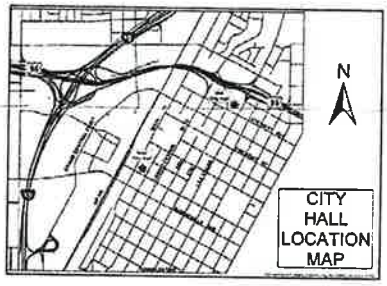

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VAR-53482 [PRJ-53481]

Planning Commission Meeting of 6/10/2014

Mark D Thuet
1850 Terra Vista Way
Las Vegas, NV. 89117

Mark D Thuet

6/7/14

Submitted after final agenda

Submitted after final agenda

6/10/14 #46A

RECEIVED

JUN 10 2014

City of Las Vegas
Dept. of Planning

May 29, 2014

To: Las Vegas Planning and Development

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Rachel J Orr

City of Las Vegas
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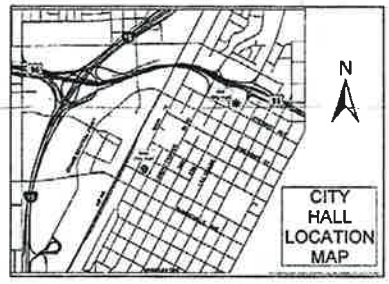

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VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

Rachel Orr
1931 Tera Vistaway
Las Vegas, NV 89117

Submitted after final agenda

Submitted after final agenda

Date 6/10/14 Item #46A

RECEIVED

JUN 10 2014

City of Las Vegas
Dept. of Planning

May 29, 2014

To: Las Vegas Planning and Development

We are neighbors of Berne & Jan Leavitt, who have been ask to get a variance concerning their playground equipment located in their backyard. They have had this playground equipment built very beautifully and have taken steps to make it safe, and we feel it is non-intrusive on any neighbor.

Concerning the variance that the Building and Safety Department has ask our neighbors at 2010 Homeview Ct. we believe they should be granted this variance.

Michael & Paula Wood
2100 Homeview Ct
Las Vegas, Nev 89117

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 Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

Submitted after final agenda

Submitted after final agenda
Date 6/10/14 Item #46A

RECEIVED

JUN 10 2014

City of Las Vegas
Dept. of Planning

May 29, 2014

To: Las Vegas Planning and Development

We are neighbors of Berne & Jan Leavitt, who have been ask to get a variance concerning their playground equipment located in their backyard. They have had this playground equipment built very beautifully and have taken steps to make it safe, and we feel it is non-intrusive on any neighbor.

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Submitted after final agenda

David Hyer
2001 Homeview Ct, Las Vegas

RECEIVED

JUN 10 2014

City of Las Vegas
Dept. of Planning

May 29, 2014

To: Las Vegas Planning and Development

We are neighbors of Berne & Jan Leavitt, who have been ask to get a variance concerning their playground equipment located in their backyard. They have had this playground equipment built very beautifully and have taken steps to make it safe, and we feel it is non-intrusive on any neighbor.

Concerning the variance that the Building and Safety Department has ask our neighbors at 2010 Homeview Ct. we believe they should be granted this variance.

Kevin B. Christensen

Julie A. Christensen

Kevin B. Christensen
Julie A. Christensen
2000 Homeview Ct.
Las Vegas, NV 89117
(next door neighbors)

Submitted after final agenda

Date 6/10/14 Item #46A (x2)

RECEIVED

JUN 10 2014

City of Las Vegas
Dept. of Planning

May 29, 2014

To: Las Vegas Planning and Development

We are neighbors of Berne & Jan Leavitt, who have been ask to get a variance concerning their playground equipment located in their backyard. They have had this playground equipment built very beautifully and have taken steps to make it safe, and we feel it is non-intrusive on any neighbor.

Concerning the variance that the Building and Safety Department has ask our neighbors at 2010 Homeview Ct. we believe they should be granted this variance.

Steve Lee
7510 Captains Harbor Dr.
89117

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

Submitted after final agenda

Submitted after final agenda
Date 6/10/14 Item #44 A

May 29, 2014

To: Las Vegas Planning and Development

RECEIVED
JUN 10 2014
City of Las Vegas
Dept. of Planning

We are neighbors of Berne & Jan Leavitt, who have been ask to get a variance concerning their playground equipment located in their backyard. They have had this playground equipment built very beautifully and have taken steps to make it safe, and we feel it is non-intrusive on any neighbor.

Concerning the variance that the Building and Safety Department has ask our neighbors at 2010 Homeview Ct. we believe they should be granted this variance.

Kathleen Pernault
7511 Curlands Cove Dr.
LV NV 8911[illegible]

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

Submitted after final agenda

Submitted after final agenda
Date 6/10/14 Item 4 C A

RECEIVED

JUN 10 2014

City of Las Vegas
Dept. of Planning

May 29, 2014

To: Las Vegas Planning and Development

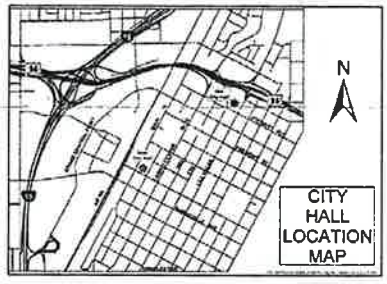
We are neighbors of Berne & Jan Leavitt, who have been ask to get a variance concerning their playground equipment located in their backyard. They have had this playground equipment built very beautifully and have taken steps to make it safe, and we feel it is non-intrusive on any neighbor.

Concerning the variance that the Building and Safety Department has ask our neighbors at 2010 Homeview Ct. we believe they should be granted this variance.

Alexander Akhavan M.D.
Nadia van Magdenks
Stephen Krall
2111 Homeview Ct.
LLVV 89117

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

Submitted after final agenda

Date 6/10/14 Item # 46A

RECEIVED
JUN 10 2014
City of Las Vegas
Dept. of Planning

May 29, 2014

To: Las Vegas Planning and Development

We are neighbors of Berne & Jan Leavitt, who have been ask to get a variance concerning their playground equipment located in their backyard. They have had this playground equipment built very beautifully and have taken steps to make it safe, and we feel it is non-intrusive on any neighbor.

Concerning the variance that the Building and Safety Department has ask our neighbors at 2010 Homeview Ct. we believe they should be granted this variance.

DAVID HAAS

DAVID HAAS
2110 HOMEVIEW CT
LAS VEGAS NV 89117

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VAR-53482 [PRJ-53481]

Planning Commission Meeting of 6/10/2014

Submitted after final agenda

Date 6/10/14 Item #46A

May 29, 2014

RECEIVED
JUN 10 2014
City of Las Vegas
Dept. of Planning

To: Las Vegas Planning and Development

We are neighbors of Berne & Jan Leavitt, who have been ask to get a variance concerning their playground equipment located in their backyard. They have had this playground equipment built very beautifully and have taken steps to make it safe, and we feel it is non-intrusive on any neighbor.

Concerning the variance that the Building and Safety Department has ask our neighbors at 2010 Homeview Ct. we believe they should be granted this variance.

Terry + Sandra Bunker
2221 Monte Cristo
Las Vegas, Nevada
89117

25 yr. Neighbors

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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VAR-53482 [PRJ-53481]

Planning Commission Meeting of 6/10/2014

Submitted after final agenda

Submitted after final agenda
Date 6/10/14 Item #46A

RECEIVED

JUN 10 2014

City of Las Vegas
Dept. of Planning

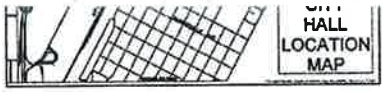
May 29, 2014

To: Las Vegas Planning and Development

We are neighbors of Berne & Jan Leavitt, who have been ask to get a variance concerning their playground equipment located in their backyard. They have had this playground equipment built very beautifully and have taken steps to make it safe, and we feel it is non-intrusive on any neighbor.

Concerning the variance that the Building and Safety Department has ask our neighbors at 2010 Homeview Ct. we believe they should be granted this variance.

G. Lee
1910 Meyelle Island



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

G. Lee
1910 Meyelle Island Dr
LV NV 89117

Submitted after final agenda

Submitted after final agenda

Date 6/10/14 Item #4C A

RECEIVED

JUN 10 2014

City of Las Vegas
Dept. of Planning

May 29, 2014

To: Las Vegas Planning and Development

We are neighbors of Berne & Jan Leavitt, who have been ask to get a variance concerning their playground equipment located in their backyard. They have had this playground equipment built very beautifully and have taken steps to make it safe, and we feel it is non-intrusive on any neighbor.

Concerning the variance that the Building and Safety Department has ask our neighbors at 2010 Homeview Ct. we believe they should be granted this variance.

Kyle Stephens
2231 S. Monte Cristo Way
Las Vegas, Nev. 89117
(702) 326-8586

Kyle Stephens

89117

(702) 326-8586

Kyle Stephens

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 Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

Submitted after final agenda

Submitted after final agenda

Date 6/10/14 Item #460A

RECEIVED
JUN 10 2014
City of Las Vegas
Dept. of Planning

May 29, 2014

To: Las Vegas Planning and Development

We are neighbors of Berne & Jan Leavitt, who have been ask to get a variance concerning their playground equipment located in their backyard. They have had this playground equipment built very beautifully and have taken steps to make it safe, and we feel it is non-intrusive on any neighbor.

Concerning the variance that the Building and Safety Department has ask our neighbors at 2010 Homeview Ct. we believe they should be granted this variance.

YJ TSAI
1901 NEWPORT BAY DR, LAS VEGAS
89117

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

Submitted after final agenda

Submitted after final agenda
Date 6/10/14 Item #46 A

May 29, 2014

To: Las Vegas Planning and Development

We are neighbors of Berne & Jan Leavitt, who have been ask to get a variance concerning their playground equipment located in their backyard. They have had this playground equipment built very beautifully and have taken steps to make it safe, and we feel it is non-intrusive on any neighbor.

Concerning the variance that the Building and Safety Department has ask our neighbors at 2010 Homeview Ct. we believe they should be granted this variance.

Peggy Schutter
11820 Terra Vista Way
Las Vegas, NV 89117

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

Submitted after final agenda

Submitted after final agenda

Date 6/10/14 Item #46A

May 29, 2014

To: Las Vegas Planning and Development

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Jan Watt
1830 Terra Vista Way
Las Vegas, NV 89117

RECEIVED
JUN 10 2014
City of Las Vegas
Dept. of Planning

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

Submitted after final agenda

Submitted after final agenda
Date 6/10/14 Item #46A

May 29, 2014

To: Las Vegas Planning and Development

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JUN 10 2014
City of Las Vegas
Dept. of Planning

Kyle Nowins
7531 Curlands Cove

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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VAR-53482 [PRJ-53481]

Planning Commission Meeting of 6/10/2014

Submitted after final agenda

Submitted after final agenda

Date 6/10/14 Item #4 C A

May 29, 2014

To: Las Vegas Planning and Development

We are neighbors of Berne & Jan Leavitt, who have been ask to get a variance concerning their playground equipment located in their backyard. They have had this playground equipment built very beautifully and have taken steps to make it safe, and we feel it is non-intrusive on any neighbor.

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Brendan Parry
7521 Curlands Cove Dr
Las Vegas, NV 89117

RECEIVED
JUN 10 2014
City of Las Vegas
Dept. of Planning

7521 Curlands Cove Dr.
Las Vegas, NV 89117

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

Submitted after final agenda

Submitted after final agenda

Date 6/10/14 Item #4CA

May 29, 2014

To: Las Vegas Planning and Development

We are neighbors of Berne & Jan Leavitt, who have been ask to get a variance concerning their playground equipment located in their backyard. They have had this playground equipment built very beautifully and have taken steps to make it safe, and we feel it is non-intrusive on any neighbor.

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Yes Kent Brady
1911 Newport Blvd Dr
LV NV. 89117

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JUN 10 2014
City of Las Vegas
Dept. of Planning

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

Submitted after final agenda

Submitted after final agenda
Date 6/10/14 Item #46A

RECEIVED

JUN 10 2014

City of Las Vegas
Dept. of Planning

May 29, 2014

To: Las Vegas Planning and Development

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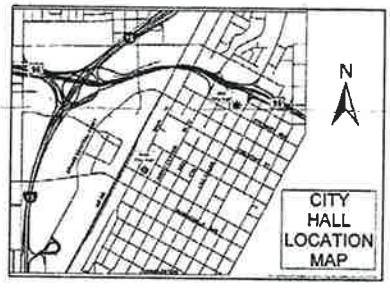
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

Robert + Gaylynn Hales
7510 Curlands Cove
Las Vegas, NV 89117

Submitted after final agenda

Date 6/10/14 Item #4 LeA

City of Las Vegas
Planning Commission
Council Chambers
495 South Main Street
Las Vegas

RECEIVED
JUN 5 2014
City of Las Vegas
Dept. of Planning

OPPOSITION TO VAR-53482

I oppose the request for VAR-53482, planning commission meeting on 6.10.14.

Name: Catherine Baker

Signature: C B

Address: 7582 Yonie ct LV NV 89117

Date: 5/9/14

Name: Spiro Kandis

Signature: S K

Address: 7514 Yonie ct LV NV 89117

Date: 5-9-14

Submitted after final agenda

Submitted after final agenda
Date 6/5/14 Item #46-P (x2)

City of Las Vegas
Planning Commission
Council Chambers
495 South Main Street
Las Vegas

RECEIVED
JUN 5 2014
City of Las Vegas
Dept. of Planning

OPPOSITION TO VAR-53482

I oppose the request for VAR-53482, planning commission meeting on 6.10.14.

Name: Howard Keum

Signature: [signature]

Address: 7518 Yonie Ct.

Date: 5-9-14

Name: ~~Alina Keum~~

Signature: [signature]

Address: ~~7518 Yonie Ct~~

Date: 5-9-14

Submitted after final agenda
Submitted after final agenda
Date 6/5/14 Item #4Le P

City of Las Vegas
Planning Commission
Council Chambers
495 South Main Street
Las Vegas

RECEIVED
JUN 5 2014
City of Las Vegas
Dept. of Planning

OPPOSITION TO VAR-53482

I oppose the request for VAR-53482, planning commission meeting on 6.10.14.

Name: Renee Wood

Signature: Renee Wood

Address: 7410 Yonie Ct. Las Vegas, NV 89117

Date: 5/9/14

Name: Steve Wood

Signature:

Address: 7410 Yonie Ct. Las Vegas, NV 89117

Date: 5/9/14

Submitted after final agenda

Submitted after final agenda
Date 6/5/14 Item #46 P

City of Las Vegas
Planning Commission
Council Chambers
495 South Main Street
Las Vegas

RECEIVED
JUN 5 2014
City of Las Vegas
Dept. of Planning

OPPOSITION TO VAR-53482

I oppose the request for VAR-53482, planning commission meeting on 6.10.14.

Name: Michael Wood

Signature: [signature]

Address: ~~7410 Yonie Ct. Las Vegas, NV 89117~~

Date: 5/9/14

Name: Pierre - Jean Nguyen

Signature: [signature]

Address: 7525 YONIE CT LAS VEGAS, NV 89117

Date: 5/9/2014

Submitted after final agenda

Submitted after final agenda
Date 6/5/14 Item #46 P

City of Las Vegas
Planning Commission
Council Chambers
495 South Main Street
Las Vegas

RECEIVED
JUN 5 2014
City of Las Vegas
Dept. of Planning

OPPOSITION TO VAR-53482

I oppose the request for VAR-53482, planning commission meeting on 6.10.14.

Name: Renee Maroki

Signature: [signature]

Address: 7438 Yonie Ct, Las Vegas

Date: 5-9-14

Name: Cynthia Blanchard

Signature: Cynthia Blanchard

Address: 7418 Yonie Ct Las Vegas, NV 89117

Date: 5/12/14

Submitted after final agenda

Submitted after final agenda
Date 6/5/14 Item #46P (x2)

City of Las Vegas
Planning Commission
Council Chambers
495 South Main Street
Las Vegas

RECEIVED
JUN 5 2014
City of Las Vegas
Dept. of Planning

OPPOSITION TO VAR-53482

I oppose the request for VAR-53482, planning commission meeting on 6.10.14.

Name: Leticia Riddick

Signature: Leticia Riddick

Address: 7442 Yonie Ct.

Date: 5/15/14

Name: Alan LeWinter

Signature: [signature]

Address: 7423 ~~Yonie Ct.~~

Date: 5-9-2014

Submitted after final agenda

Submitted after final agenda
Date 6/5/14 Item #46 P (x2)

City of Las Vegas
Planning Commission
Council Chambers
495 South Main Street
Las Vegas

RECEIVED
JUN 5 2014
City of Las Vegas
Dept. of Planning

OPPOSITION TO VAR-53482

I oppose the request for VAR-53482, planning commission meeting on 6.10.14.

Name: Erica Eskelli

Signature: _____

Address: 7438 Yonie Ct

Date: 5/16/14

Name: Carolyn Farkas

Signature: Carolyn Farkas

Address: 7426 Yonie ct.

Date: 5-9-2014

Submitted after final agenda

Submitted after final agenda

Date 6/5/14 Item #46 P (x2)

City of Las Vegas
Planning Commission
Council Chambers
495 South Main Street
Las Vegas

RECEIVED
JUN 5 2014
City of Las Vegas
Dept. of Planning

OPPOSITION TO VAR-53482

I oppose the request for VAR-53482, planning commission meeting on 6.10.14.

Name: Dr. James Walker

Signature: [signature]

Address: 7415 Vonie Ct

Date: 5-9-14

Name: RANDY dEL FIERRO

Signature: [signature]

Address: 7411 VONIE CT

Date: 5-15-14

Submitted after final agenda

Submitted after final agenda

Date 6/5/14 Item #46 P (x2)

City of Las Vegas
Planning Commission
Council Chambers
495 South Main Street
Las Vegas

RECEIVED
JUN 5 2014
City of Las Vegas
Dept. of Planning

OPPOSITION TO VAR-53482

I oppose the request for VAR-53482, planning commission meeting on 6.10.14.

Name: BRIAN G ATKINSON

Signature: [signature]

Address: 7510 YONIE CT LAS VEGAS NV 89117

Date: 5-9-14

Name: ~~Anastasia Walker~~

Signature: ~~[illegible] Walk~~ [signature]

Address: ~~7415 Yonie Ct~~

Date: ~~5-9-14~~

Submitted after final agenda

Submitted after final agenda
Date 6/5/14 Item # 46 P

City of Las Vegas
Planning Commission
Council Chambers
495 South Main Street
Las Vegas

RECEIVED
JUN 5 2014
City of Las Vegas
Dept. of Planning

OPPOSITION TO VAR-53482

I oppose the request for VAR-53482, planning commission meeting on 6.10.14.

Name: William Copsey

Signature: [signature]

Address: 7438 Yonie Court

Date: 5/14/14

Name: _____

Signature: _____

Address: _____

Date: _____

Submitted after final agenda

Submitted after final agenda
Date 6/5/14 Item #46 P

City of Las Vegas
Planning Commission
Council Chambers
495 South Main Street
Las Vegas

RECEIVED
JUN 5 2014
City of Las Vegas
Dept. of Planning

OPPOSITION TO VAR-53482

I oppose the request for VAR-53482, planning commission meeting on 6.10.14.

Name: Abraham Zalman

Signature: [signature]

Address: 7422 Yonie Ct.

Date: 5/15/14

Name: Mirian Zalman

Signature: [signature]

Address: ~~7422 Yonie Ct.~~

Date: 5/15/2014

Submitted after final agenda

Submitted after final agenda
Date 6/5/14 Item #46 P

City of Las Vegas
Planning Commission
Council Chambers
495 South Main Street
Las Vegas

RECEIVED
JUN 5 2014
City of Las Vegas
Dept. of Planning

OPPOSITION TO VAR- 53482

I oppose the request for VAR- 53482, planning commission meeting on 6.10.14.

Name: Roy Zalman

Signature:

Address: ~~7422~~ Yonie Ct., Las Vegas, NV 89117

Date: 5/8/14

Name: Adi Zalman

Signature:

Address: ~~7422~~ Yonie Ct. Las Vegas NV 89117

Date: 5/8/2014

Submitted after final agenda

Submitted after final agenda
Date 6/5/14 Item #46

Application Information

VAR-53482 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: B M L J H L 2011 TRUST - For possible action on a request for a Variance TO ALLOW AN ACCESSORY STRUCTURE (CLASS II) TO BE LOCATED TWO FEET FROM THE REAR PROPERTY LINE WHERE TEN FEET IS THE MINIMUM REQUIRED; AND TO ALLOW TWO FEET FROM THE PRINCIPLE DWELLING WHERE SIX FEET IS THE MINIMUM REQUIRED on 0.52 acres at 2010 Homeview Court (APN 163-03-311-003), R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone, Ward 1 (Tarkanian) [PRJ-53481].

No, because it sets a precedence for the area. Not good, too close. Fire would spread easily.

Anna Williams

Application Location

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: Planning Commission
Date: *June 10, 2014*
Time: 6:00 P.M.
Location: City Council Chambers
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M 0004279218
$ 00.46⁰
MAY 29 2014
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

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JUN 4 2014
City of Las Vegas
Dept. of Planning

*05-30-14 LV NV 891**

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

Case: VAR-53482
16303403001
WILLIAMS TRUST
WILLIAMS ANTHONY J & ANNA TRS
7451 OBANNON DR
LAS VEGAS NV 89117-2035

71 DROFN11 89117

Submitted after final agenda

Submitted after final agenda
Date 6/4/14 Item #46 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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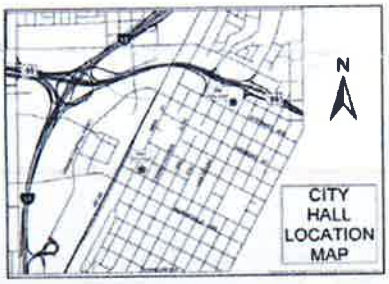

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

Case: VAR-53842
12512110083
RINKER JOHN V & BRIDGET E
5544 OLD STABLE AVE
LAS VEGAS NV 89131-2061

97 DRDFN11 89131

Submitted after final agenda

Submitted after final agenda
Date 6/4/14 Item #46P

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JUN 10 2014
City of Las Vegas
Dept. of Planning

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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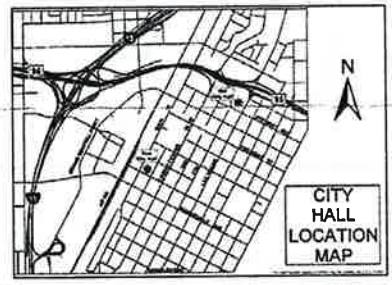

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

William F Herron
7160 Doc Ave
Las Vegas Nev. 89117

Submitted after final agenda

Submitted after final agenda
Date 6/10/14 Item #46A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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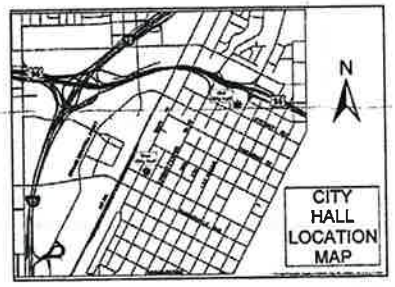

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

Lloyd Benson
7140 Doe Ave
Las Vegas, NV 89117

RECEIVED
JUN 10 2014
City of Las Vegas
Dept. of Planning

Submitted after final agenda

Submitted after final agenda #4 & A
Date 6/10/14 Item

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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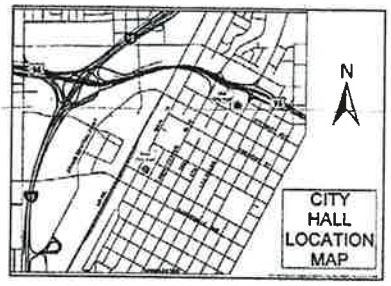

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VAR-53482 [PRJ-53481]

Planning Commission Meeting of 6/10/2014

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JUN 10 2014
City of Las Vegas
Dept. of Planning

Kyle Buheeler
1831 Terra Vista Way
LV, NV 89117

Submitted after final agenda

Submitted after final agenda
Date 6/10/14 Item #46A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
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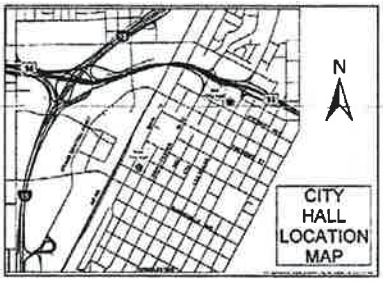

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VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

Todd Hyer
2001 Hometown Ct.
Las Vegas, Nev.
89117

Submitted after final agenda

Submitted after final agenda
Date 6/10/14 Item #LUC A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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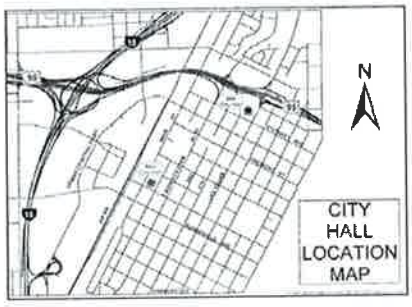

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JUN 10 2014
City of Las Vegas
Dept. of Planning

*****-30-14 L.V NV 8911**

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

Case: VAR-53482
16303311003
B M L J H L 2011 TRUST
LEAVITT BERNE M & JAN H TRS
2010 HOMEVIEW CT
LAS VEGAS NV 89117-2042

71 DROFN11 8911 7

Submitted after final agenda

#4 COA

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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XXOS-30-14 LV NV 891XX

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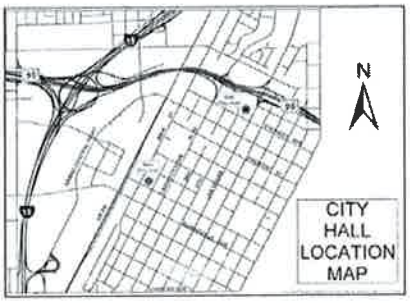

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Please use available blank space on card for your comments.

VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

Case: VAR-53482
16303311004
HARRINGTON W QUALIFIED RES TR
HARRINGTON D QUALIFIED RES TR
2020 HOMEVIEW CT
LAS VEGAS NV 89117-2042

71 DRDFN11 89117

Submitted after final agenda

Submitted after final agenda #46A
Date 6/10/14 Item

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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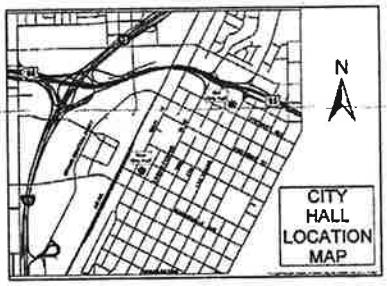

Kathy Chynoweth
1711 Brock Ct.
LV NV 89117

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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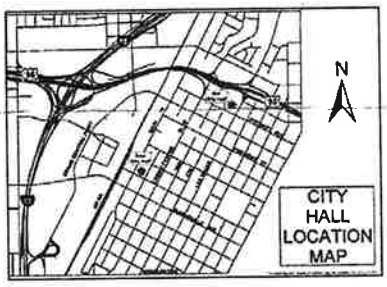

Linda Phillips
7430 Via Olivero
Las Vegas, NV 8917

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-53482 [PRJ-53481]
Planning Commission Meeting of 6/10/2014

Submitted at Planning Commis...
Date 6/10/2014 Item 46

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

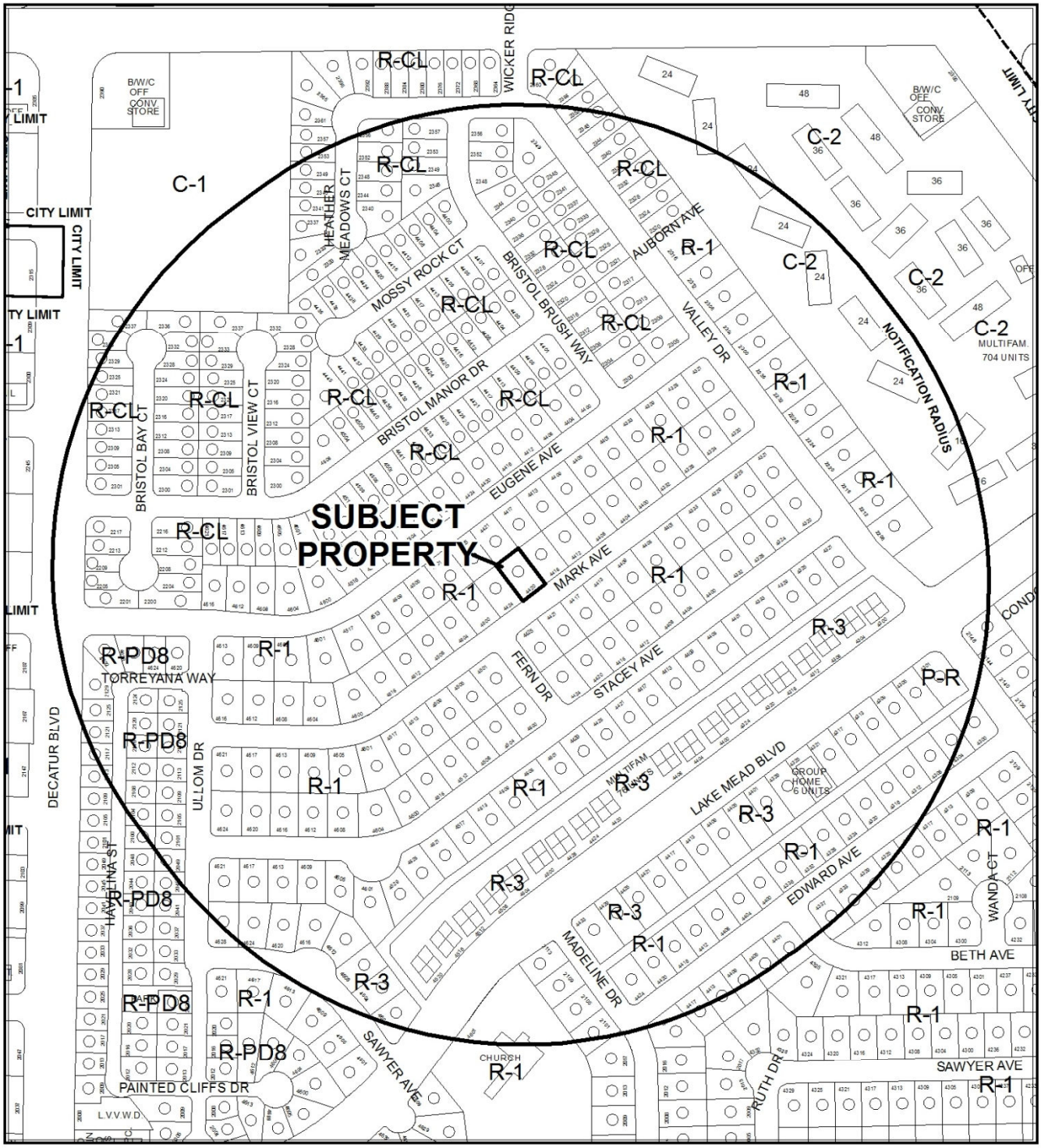
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-54353 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: SHARON WILLIAMS - For possible action on a request for a Variance TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE 5 FEET IS REQUIRED AND A FOUR-FOOT REAR YARD SETBACK WHERE 15 FEET IS REQUIRED FOR AN EXISTING ROOM ADDITION WITH NO INTERNAL ACCESS AND TO ALLOW AN EXISTING 10-FOOT TALL SIDE WALL (FENCE) WHERE EIGHT FEET IS THE MAXIMUM ALLOWED on 0.15 acres at 4420 Mark Avenue (APN 139-19-112-034), R-1 (Single Family Residential) Zone, Ward 5 (Barlow) [PRJ-54096]. The Planning Commission (5-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**0**
City Council Meeting	**4**	**City Council Meeting**	**2**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend DENIAL. If Approved, subject to conditions:

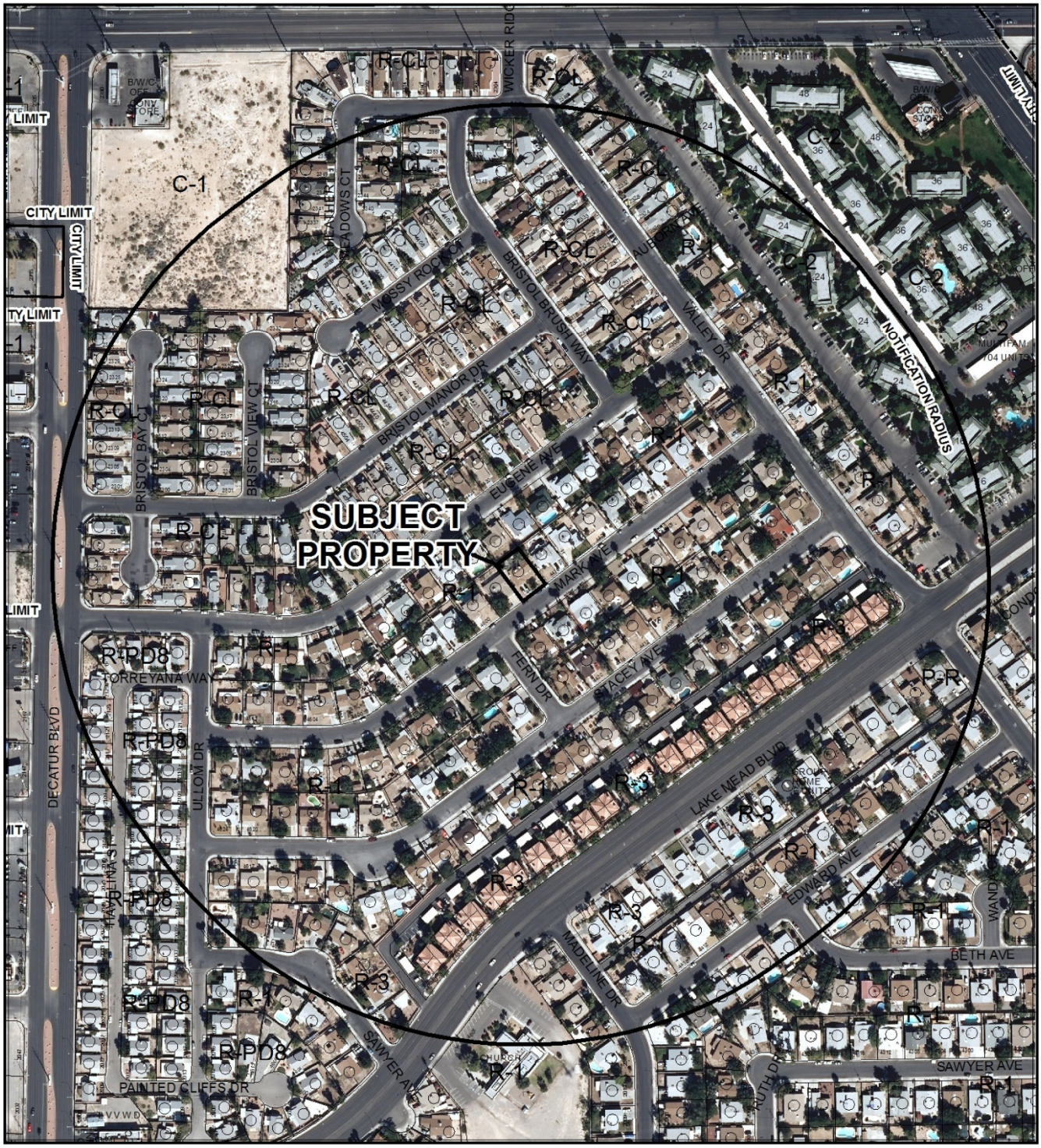
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup Referenced from the July 8, 2014 Planning Commission Meeting



CASE: **VAR-54353 (PRJ-54096)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)



CASE: **VAR-54353 (PRJ-54096)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: SHARON WILLIAMS

THIS ITEM WAS HELD IN ABEYANCE FROM THE SEPTEMBER 17, 2014 CITY COUNCIL MEETING AT THE REQUST OF STAFF.

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-54353	Staff recommends DENIAL, if approved subject to conditions:	

**** CONDITIONS ****

VAR-54353 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety for all construction that has occurred without permit on the subject site.

3. The existing room addition and its associated habitable spaces shall each provide internal access to principle dwelling.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is located within a residential subdivision composed of single-family dwellings. Since 2004, the property has been subject to numerous Code Enforcement actions primarily consisting of reports of the residence operating as a boarding house/apartment house, as well as construction without permit(s). As a result of the most recent Code Enforcement action, opened in March of 2013, City Planning staff has met with representatives associated with the property three times over the course of eight months. The results of which has culminated in this request for a Variance to allow deviations from both the side and rear yard setback requirements for an illegally constructed room addition.

The applicant states within their justification letter that the construction was completed by the previous owner of the property. Aerial photography depicts the non-permitted construction occurred between the time frame of April of 2012 and February 2013. During that time the subject site was going through default and was bought from the bank by the same owner of record since 2006 and has been subsequently quick claimed to his wife. Furthermore, upon site inspection, it was found that additional construction not depicted upon the submitted plans has occurred and that said construction would require a Variance to allow a zero-foot side yard setback. Staff finds that the Variance requests are the result of a self-imposed hardship precipitated by the applicant building the structure(s) without required building permits; therefore staff recommends denial of this application. If denied, the applicant would have to revise the building to conform to Title 19 requirements or remove the structure.

ISSUES

- A Variance is required to allow a zero-foot side yard setback, where five feet is required. Staff does not support this request.
- A Variance is required to allow a four-foot rear yard setback, where 15 feet is required. Staff does not support this request.
- The existing room addition is composed of two separate habitable spaces with no internal access between themselves and the principle dwelling. This fails to meet the definition of a single family detached dwelling. The application has been conditioned to provide such internal access as this requirement cannot be deviated from by means of a Variance application.
- The submitted plans do not accurately depict current site conditions. Additional construction has occurred, as evidenced by supporting photos that depict an attached shed zero-foot side yard setback.
- The subject site's perimeter walls are eight feet in height and are in conformance with Title 19 requirements; therefore no Variance is required for wall heights.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/24/04	A Code Enforcement Case (#11674) was opened for having multiple tenants in a single family residence at 4420 Mark Avenue. Closed on 04/15/04.
07/22/04	A Code Enforcement Case (#18668) was opened for a boarding house in a single family residence at 4420 Mark Avenue. Closed on 07/23/04.
03/30/05	A Code Enforcement Case (#18668) was opened for a boarding house in a single family residence at 4420 Mark Avenue. Closed on 09/04/06.
09/04/06	A Code Enforcement Case (#) was opened for non-permitted work being done on a single family residence at 4420 Mark Avenue. Closed on 02/09/07.
02/12/07	A Code Enforcement Case (#50414) was opened for numerous building and zoning violations at a single family residence at 4420 Mark Avenue. Closed on 11/14/07.
07/29/08	A Code Enforcement Case (#68274) was opened for a vacant a single family residence at 4420 Mark Avenue. Closed on 07/29/08.
03/24/09	A Code Enforcement Case (#76033) was opened for an apartment building in a single family residence at 4420 Mark Avenue. Closed on 07/14/09.
01/14/10	A Code Enforcement Case (#85568) was opened for non-permitted work being done in a single family residence at 4420 Mark Avenue. Closed on 02/03/10.
11/04/10	A Code Enforcement Case (#95972) was opened for an apartment building in a single family residence at 4420 Mark Avenue. Closed on 11/08/10.
03/07/13	A Code Enforcement Case (#125817) was opened for a non-permitted addition to the rear of the house at a single family residence at 4420 Mark Avenue. Closed on 03/12/13.
03/28/13	A Code Enforcement Case (#126893) was opened for a non-permitted addition to the rear of the house at a single family residence at 4420 Mark Avenue. Case is open.
07/08/14	The Planning Commission unanimously vote to recommend DENIAL of a Variance (VAR-54353) request to allow a zero-foot side yard setback where 5 feet is required and a four-foot rear yard setback where 15 feet is required for an existing room addition with no internal access and to allow an existing 10-foot tall side wall (fence) where eight feet is the maximum allowed at 4420 Mark Avenue.

Most Recent Change of Ownership	
07/30/13*	A quick claim deed was recorded for a change in ownership.

**There is a history of quick claim deeds dating back to 2000 with this property.*

Related Building Permits/Business Licenses	
02/25/65	A building permit (#0368) was issued for a single family residential dwelling

	at 4420 Mark Avenue.

Related Building Permits/Business Licenses	
03/30/78	A building permit (#4906-1) was issued for an aluminum patio.
02/17/89	A building permit (#89-014699) was issued for an addition.
02/13/02	A building permit (#02002529) was issued for fire sprinklers for a care facility.
11/12/13	A building permit (#248687) was issued to raise a block wall up two feet, nine inches for a total wall height of eight feet at 4420 Mark Avenue. No inspections have been completed and the permit has not been finalized.

Pre-Application Meeting	
09/24/13	Staff met with the applicant as a result of Code Enforcement action to address building additions to the rear of the property and raising the fence (wall) to eight feet without permits at 4420 Mark Avenue. Applicant informed staff that they would apply for a Variance and permits.
10/23/13	Staff met with the applicants, at the applicants' request, to clarify what needed to be done to bring property up to code. The applicant said they would reduce fence to six feet and apply for a setback variance.
05/12/14	Staff met for the third time with applicants regarding resolving on-going Code Enforcement issues.

Neighborhood Meeting
A neighborhood meeting is was not required, nor was one held.

Field Check	
05/29/14	Staff visited the site and found a single-family dwelling that had clear signs it had been modified to have two primary entrances with two separate mailboxes. Furthermore, it was found that additional construction adding onto the dwelling had occurred and was not represented on the submitted plans.

Details of Application Request	
Site Area	
Net Acres	0.14

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family, Detached	L (Low Density)	R-1 (Single Family Residential)

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
North	Single Family, Detached	L (Low Density)	R-1 (Single Family Residential)
South	Single Family, Detached	L (Low Density)	R-1 (Single Family Residential)
East	Single Family, Detached	L (Low Density)	R-1 (Single Family Residential)
West	Single Family, Detached	L (Low Density)	R-1 (Single Family Residential)

Master Plan Areas	*Compliance*
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (70 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06.070, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	6,500 SF	6,534 SF	Y
Min. Lot Width	60 Feet	65 Feet	Y
Min. Setbacks			
• Front	20 Feet	20 Feet	Y
• Side	5 Feet	0 Feet	N
• Corner	15 Feet	N/A	N/A
• Rear	15 Feet	4 Feet	N
Max. Lot Coverage	50 %	32 %	Y
Max. Building Height	35 Feet	35 Feet	Y
Mech. Equipment	Screened	Screened	Y

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Mark Avenue	Residential Street	Title 13.12.060	50	Y

ANALYSIS

The subject site is located within a residential subdivision composed of single-family dwellings. A single family detached dwelling is defined as "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."

The submitted floor plan illustrates two completely separate habitable spaces with no internal access provided to the principle dwelling. The depicted configuration of the existing room addition fails to meet description #6 of the definition, as no internal access is being provided. This requirement cannot be eliminated by means of a Variance application. As such a condition of approval has been added to this application requiring internal access be provided.

The non-permitted construction of the room addition at the rear of the existing dwelling has also resulted in the structure encroaching into the required side and rear yard setback areas. As denoted on the applicant's plans, the room addition sits two feet from the side property line and four feet from the rear property line where five feet and 15 feet are required, respectively. However, during a site inspection of the property additional construction was noted. It was observed that an enclosed structure was added to the room addition and principle dwelling, as well as it was attached to the perimeter wall, resulting in a zero-foot side yard setback.

Staff finds that the Variance requests are the result of a self-imposed hardship precipitated by the applicant building the structure(s) without required building permits; therefore staff recommends denial of this application. If denied, the applicant would have to revise the building to conform to Title 19 requirements or remove the structure.

FINDINGS (VAR-54353)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by adding an addition without building permits or meeting setback requirements. An alternative would be to obtain the proper permits that would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 33

NOTICES MAILED 399 (By City Clerk)

APPROVALS 2

PROTESTS 4

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-54353 APN: 139-19-112-034

Name of Property Owner: SHARON WILLIAMS

Name of Applicant: SHARON WILLIAMS

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: Sharon Williams

Print Name: SHARON WILLIAMS

Subscribed and sworn before me

This 5th day of Dec., 2013.

_____

Notary Public in and for said County and State

Clark, Nevada

JULISSA DELGADO
Notary Public, State of Nevada
Appointment No. 11-4679-1
My Appt. Expires Mar 4, 2015

PRJ-54096
05/27/14

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: _____

Project Address (Location) 4420 MARK AVE, L.V NV 89108

Project Name MARK AVE **Proposed Use** _____

Assessor's Parcel #(s) 139-19-112-034 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER SHARON WILLIAMS **Contact** _____

Address 4420 MARK AVE **Phone:** _____ **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89108

E-mail Address _____

APPLICANT _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Sharon Williams

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Sharon Williams

Subscribed and sworn before me

This 5th day of Dec., 20 13.

Julissa Delgado

Notary Public in and for said County and State Clark, Nevada

JULISSA DELGADO
Notary Public, State of Nevada
Appointment No. 11-4479-1
My Appt. Expires Mar 4, 2015

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	VAR-54353
Meeting Date:	07/08/14 PC
Total Fee:	
Date Received:*	
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.

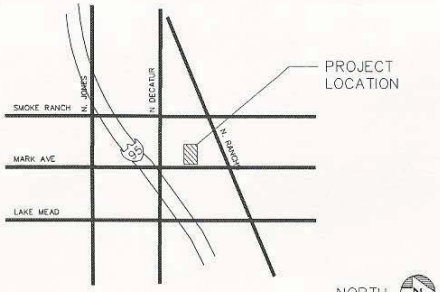
PRJ-54096
06/27/14

f:\depot\Application Packet\Application Form.pdf

ROOM ADDITION

4420 MARK AVE
LAS VEGAS ,NEVADA 89108
APN# 139-19-112-034

AERIAL MAP — SCALE 4 NTS



VICINITY MAP — SCALE 3 NTS

CODE ANALYSIS:

APPLICABLE CODES:	2009 INTERNATIONAL RESIDENTIAL CODE 2009 INTERNATIONAL RESIDENTIAL CODE, 2009 INTERNATIONAL BUILDING CODE W/ LOCAL AMENDMENTS 2009 INTERNATIONAL FIRE CODE W/ LOCAL LOCAL AMENDMENTS 2009 INTERNATIONAL MECHANICAL CODE W/ LOCAL AMENDMENTS 2009 INTERNATIONAL PLUMBING CODE W/ LOCAL AMENDMENTS 2008 NATIONAL ELECTRICAL CODE W/ LOCAL AMENDMENTS
CODE:	2009 I.R.C.
OCCUPANCY:	R3
CONSTRUCTION TYPE:	V - B (NON-RATED)
NO. OF STORIES:	(1)
EXISTING LIVING AREA:	2,635 SQ. FT.
AREA OF ADDITION:	437 SQ. FT.

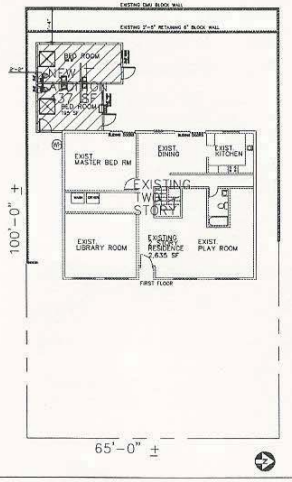
CODE ANALYSIS — SCALE 2 NTS

PROJECT LOCATION

FIELD VERIFY ALL UTILITY LOCATIONS - CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH ALL APPLICABLE CODES & REQUIREMENTS.

ALL PRE-ENGINEERED PRODUCTS SHALL BE INSTALLED AS PER MANUFACTURER'S SPECIFICATIONS.

NOTES



SITE PLAN — SCALE 1 N.T.S.

DRAWING LIST

T-1.0	DRAWING LIST, CODE ANALYSIS VICINITY MAP
A-1.0	FLOOR PLAN, REFLECTED CEILING PLAN AND SECTIONS ELECTRICAL (EXISTING) MECHANICAL
A-2.0	EXTERIOR ELEVATIONS AND DETAILS
MEP 1	MECHANICAL ELECTRICAL AND PLUMBING

SHEET INDEX — SCALE 1 1/4"=1'-0"

TITLE: COVER SHEET, SHEET INDEX AND CODE ANALYSIS AND SITE PLAN
PROJECT: ROOM ADDITION
4420 MARK AVE
LAS VEGAS NV 89108

REVISIONS

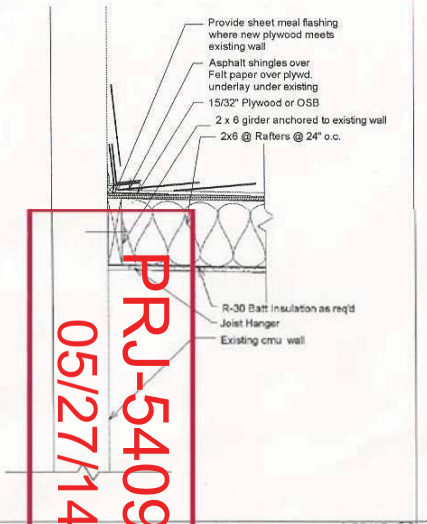
SEAL

DRAWN BY: FM
DESIGNED BY: FM
STATUS: PLANCHECK
DATE: 04/16/14
PROJECT NO: XX
SCALE: AS SHOWN

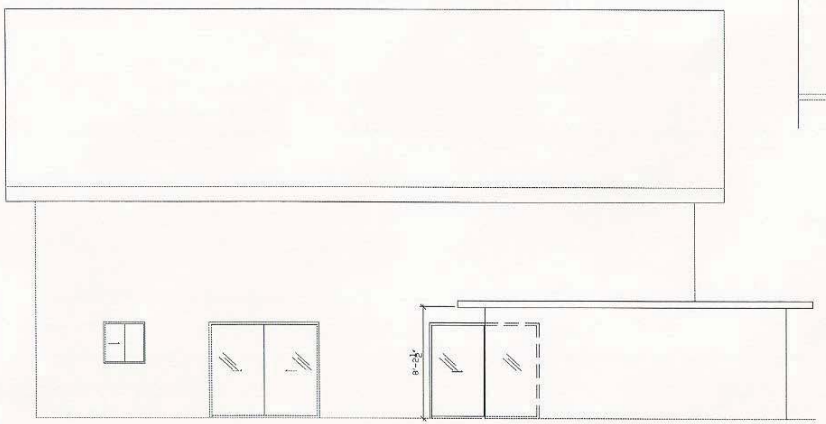
T1.0

PRJ-54096
05/27/14

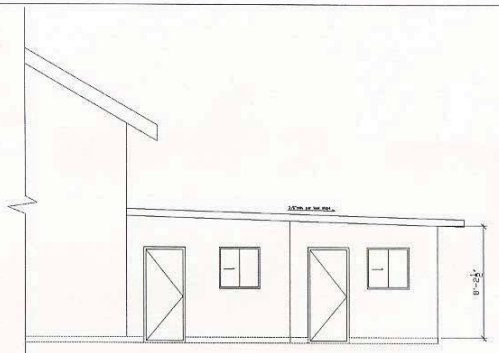
VAR-54353



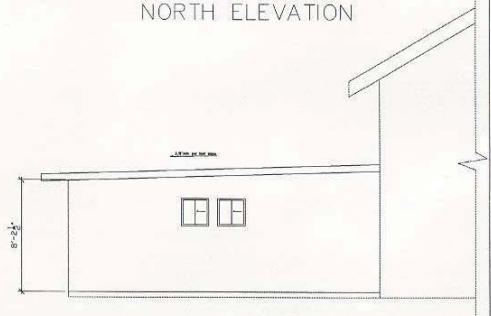
FRAMING DETAIL SCALE 3



WEST ELEVATION

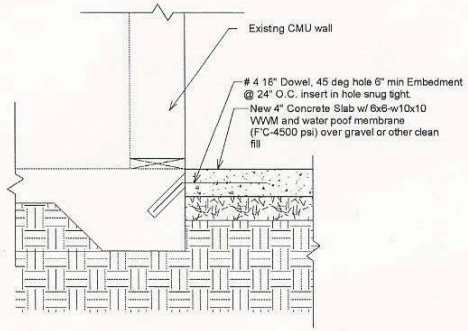


NORTH ELEVATION

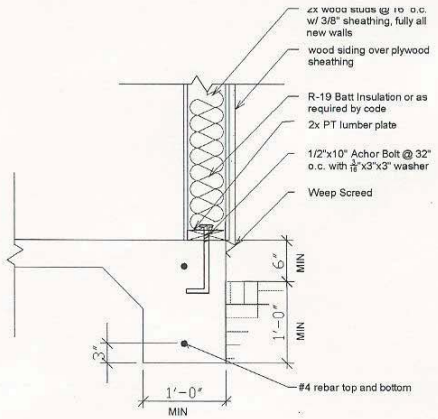


SOUTH ELEVATION

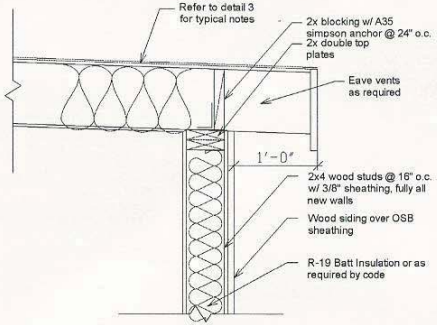
EXTERIOR ELEVATIONS SCALE 1



NEW SLAB CONNECTIONDETAIL SCALE 2



FOOTING DETAIL SCALE 5



ROOF FRAMING DETAIL SCALE 4

PRJ-54096
05/27/14

TITLE EXTERIOR ELEVATION AND DETAILS
PROJECT ROOM ADDITION
4420 MARK AVE
LAS VEGAS NV 89108

REVISIONS

SEAL

DRAWN BY: FM
DESIGNED BY: FM
STATUS: PLANCHECK
DATE: 04/15/14
PROJECT NO: XX
SCALE: AS SHOWN

A2.0

VAR-54353

PRJ-54096
05/27/14

VAR-54353

PRJ-54096
05/27/14

VAR-54353

PRJ-54096
05/27/14

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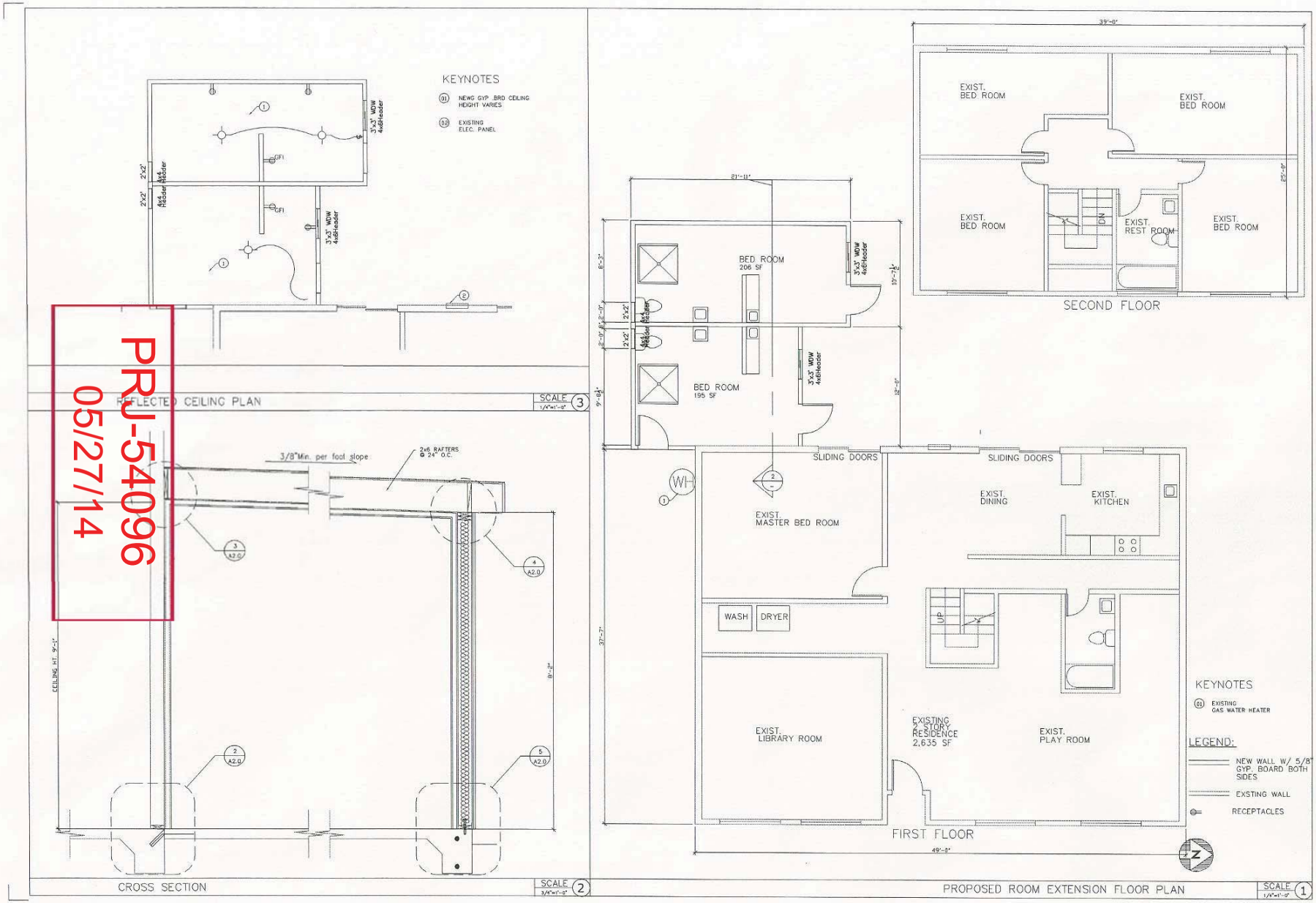
05/27/14

VAR-54353

VAR-54353

PRJ-54096
05/27/14



PRJ-54096
05/27/14

TITLE FLOOR PLAN, REFLECTED CEILING PLAN AND SECTIONS
PROJECT ROOM ADDITION
4420 MARK AVE
LAS VEGAS NV 89108

REVISIONS

SEAL

DRAWN BY: FM
DESIGNED BY: FM
STATUS: PLANCHECK
DATE: 04/16/14
PROJECT NO: XX
SCALE: AS SHOWN

A1.0

VAR-54353

VAR-54353 [PRJ-54096] - VARIANCE - APPLICANT/OWNER: SHARON WILLIAMS
4420 MARK AVENUE

05/29/14

VAR-54353 [PRJ-54096] - VARIANCE - APPLICANT/OWNER: SHARON WILLIAMS
4420 MARK AVENUE

05/29/14

VAR-54353 [PRJ-54096] - VARIANCE - APPLICANT/OWNER: SHARON WILLIAMS
4420 MARK AVENUE

05/29/14

VAR-54353 [PRJ-54096] - VARIANCE - APPLICANT/OWNER: SHARON WILLIAMS
4420 MARK AVENUE

05/29/14

5/19/2014

To whom it may concern,

I, Sharon Williams, am applying for a Variance for the rear setback requirements for 4420 Mark Ave. I need a variance that allows the side yard setback to be 1 foot where 3 feet is required. The previous owner added an addition to the home. The addition is structured within 2 feet of the west side of the yard's property line and 8 feet of the rear side of the property line. The existing height of the west wall is 8 feet high. I need a variance that will allow this property to remain in its current state.

Sharon Williams

VAR-54353

PRJ-54096
05/27/14

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
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 Office Of The City Clerk at the address listed above, fax this side of this card to (702) 382-4803 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-54353 [PRJ-54096]
City Council Meeting of August 20, 2014

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2014 AUG 11 A 11:27

HUGHES SHIRLEY L
4329 EUGENE AVE
LAS VEGAS NV 89108-2815

APN#13919112046

53 PRDFNMP 89108

Application Information

VAR-54353 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: SHARON WILLIAMS - For possible action on a request for a Variance TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE 5 FEET IS REQUIRED AND A FOUR-FOOT REAR YARD SETBACK WHERE 15 FEET IS REQUIRED ~~FOR~~ AN EXISTING ROOM ADDITION WITH NO INTERNAL ACCESS AND TO ALLOW AN EXISTING 10-FOOT TALL SIDE WALL (FENCE) WHERE EIGHT FEET IS THE MAXIMUM ALLOWED on 0.15 acres at 4420 Mark Avenue (APN 139-19-112-034), R-1 (Single Family Residential) Zone, Ward 5 (Barlow) [PRJ-54096].

I object because I don't know the purpose for this type of structure. My neighborhood is beginning to look like a junk yard with multiple vehicles on lawns, junk piled high in yards and auto repair shops operating out of home garages. Where is Code Enforcement?

Application Location

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***August 20, 2014***
Time:	1:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor Las Vegas, Nevada 89101

Any and all interested persons may appear and be heard at said meeting, or may, prior to this meeting, file a written objection thereto or approval thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada 89101. For further information, including the full staff report, please call (702)229-6311 (7-1-1 Relay Nevada) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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2014-08-14 07:10 AM MST
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CITY CLERK

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Official Notice of Public Hearing

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-54353 [PRJ-54096]
City Council Meeting of August 20, 2014

THOMPSON MICHAEL P & MARCIA E
115 WOODHAVEN DR
NATCHEZ MS 39120-5256

APN#13919111042

08/12/2014 08:08 601 445 8486

BLUFF CITY DIST

FREDFMMP 39120

#0851 P.001/001

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Official Notice of Public Hearing

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-54353 [PRJ-54096]
City Council Meeting of August 20, 2014

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2014 AUG 14 A 11:15

BEUS MELDON A & ANNA C
4320 MARK AVE
LAS VEGAS NV 89108-2852

APN#13919112043

53 PRDFNMP 89108

Application Information

VAR-54353 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: SHARON WILLIAMS - For possible action on a request for a Variance TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE 5 FEET IS REQUIRED AND A FOUR-FOOT REAR YARD SETBACK WHERE 15 FEET IS REQUIRED FOR AN EXISTING ROOM ADDITION WITH NO INTERNAL ACCESS AND TO ALLOW AN EXISTING 10-FOOT TALL SIDE WALL (FENCE) WHERE EIGHT FEET IS THE MAXIMUM ALLOWED on 0.15 acres at 4420 Mark Avenue (APN 139-19-112-034), R-1 (Single Family Residential) Zone, Ward 5 (Barlow) [PRJ-54096]. Please stop the Borading house that looks like a compound if they want to run a apt. Bluilding tell them to Buy a apt. Complex. Please give us Back our neiborhood

Application Location

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: City Council
Date: ***August 20, 2014***
Time: 1:00 P.M.
Location: City Council Chambers
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Any and all interested persons may appear and be heard at said meeting, or may, prior to this meeting, file a written objection thereto or approval thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada 89101. For further information, including the full staff report, please call (702)229-6311 (7-1-1 Relay Nevada) or go to http://www.lasvegasnevada.gov/ final agenda.

8-14-14 Item 98

VAR-54353 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: SHARON WILLIAMS - For possible action on a request for a Variance TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE 5 FEET IS REQUIRED AND A FOUR-FOOT REAR YARD SETBACK WHERE 15 FEET IS REQUIRED FOR AN EXISTING ROOM ADDITION WITH NO INTERNAL ACCESS AND TO ALLOW AN EXISTING 10-FOOT TALL SIDE WALL (FENCE) WHERE EIGHT FEET IS THE MAXIMUM ALLOWED on 0.15 acres at 4420 Mark Avenue (APN 139-19-112-034), R-1 (Single Family Residential) Zone, Ward 5 (Barlow) [PRJ-54096]. We think these additions have already been done to this house. The owner is renting out all the rooms just like a boarding house in a single family neighborhood. It needs to stop. The owner you have on record is not the person doing these things. You need to check deeper into this.

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***August 20, 2014***
Time:	1:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor Las Vegas, Nevada 89101

Any and all interested persons may appear and be heard at said meeting, or may, prior to this meeting, file a written objection thereto or approval thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada 89101. For further information, including the full staff report, please call (702)229-6311 (7-1-1 Relay Nevada) or go to http://www.lasvegasnevada.gov.

Thank you for your help in this matter
Kae + George Bogdanovich

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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2014 AUG 18 A 11:29

PRESORTED FIRST CLASS

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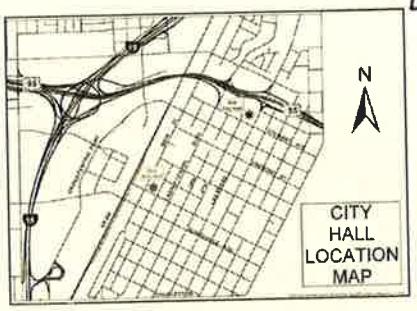
Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above, fax this side of this card to (702) 382-4803 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-54353 [PRJ-54096]
City Council Meeting of August 20, 2014

53 PRDFNMP 89108

BOGDANOVICH GEORGE D & KAE I
4321 MARK AVE
LAS VEGAS NV 89108-2859

Submitted after final agenda

APN#13919112023

Date 8/8/14 Item 98 W-5

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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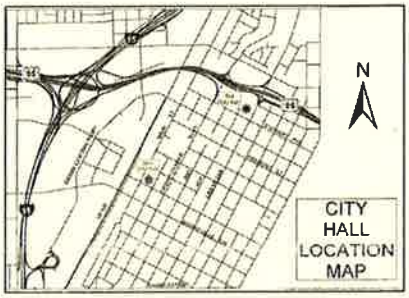
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above, fax this side of this card to (702) 382-4803 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-54353 [PRJ-54096]
City Council Meeting of August 20, 2014

BELL AMBER
2340 BRISTOL BRUSH WY
LAS VEGAS NV 89108-2935

APN#13919110053

53 FRDFNMP 89106

Submitted after final agenda

Date 8-14-14 Item 98

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

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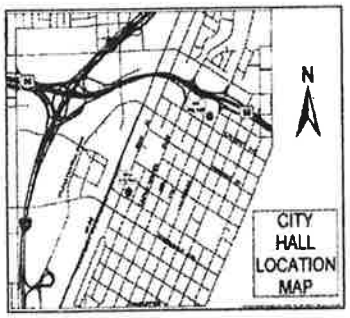
Official Notice of Public Hearing



Continued after final agenda

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-54353 [PRJ-54096]
City Council Meeting of August 20, 2014

SALAZAR ABEL & MAGDALENA
5106 REITER AVE
LAS VEGAS NV 89108-3020

APN#13919213027

53 FRDFNMP 89108

FROM: Joseph Salazar TO:17023824803 08/18/2014 13:28 PM pg: 2 of 2 #702769178

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

Application Information

VAR-54353 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: SHARON WILLIAMS - For possible action on a request for a Variance TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE 5 FEET IS REQUIRED AND A FOUR-FOOT REAR YARD SETBACK WHERE 15 FEET IS REQUIRED FOR AN EXISTING ROOM ADDITION WITH NO INTERNAL ACCESS AND TO ALLOW AN EXISTING 10-FOOT TALL SIDE WALL (FENCE) WHERE EIGHT FEET IS THE MAXIMUM ALLOWED on 0.15 acres at 4420 Mark Avenue (APN 139-19-112-034), R-1 (Single Family Residential) Zone, Ward 5 (Barlow) [PRJ-54096].

This owner has already made numerous additions at this location + turned it into a boarding house. This is a single family neighborhood. You need to put a "STOP" to this. Thank You, Kae Bogdanovich

Application Location

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

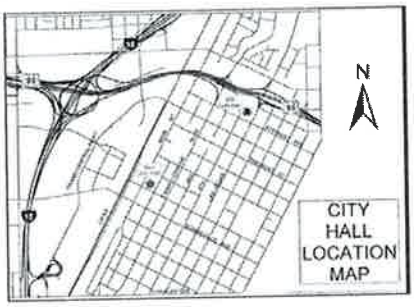
Meeting:	Planning Commission
Date:	***July 08, 2014***
Time:	6:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor Las Vegas, Nevada 89101

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.46⁰
0004279218 JUN 26 2014
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
JUL 0 8 2014
City of Las Vegas
Dept. of Planning

XXOS-27-14 LV NV 891XX

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 Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-54353 [PRJ-54096]
Planning Commission Meeting of 7/8/2014

Case: VAR-54353
13919112023
BOGDANOVICH GEORGE D & KAE I
4321 MARK AVE
LAS VEGAS NV 89108-2859

Submitted after final agenda
Date 7/8/14 Item 41

Submitted after final agenda
Date 7-8-14 Item 41
P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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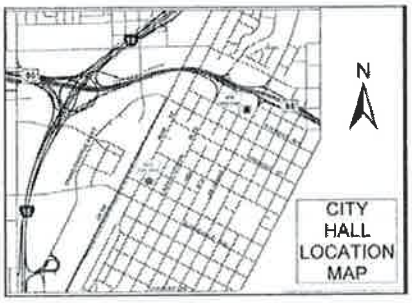

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-54353 [PRJ-54096]
Planning Commission Meeting of 7/8/2014

Case: VAR-54353
13919112024
MCELRATH LORAINE W & PEGGY N
4325 MARK AVE
LAS VEGAS NV 89108-2859

53 DRDFN1.1 89108

Submitted after final agenda
Date 7/8/14 Item 41
P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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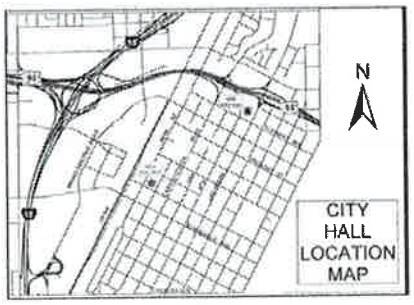
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
JUL 08 2014
City of Las Vegas
Dept. of Planning

89106-27-14 LV NV 891XX

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-54353 [PRJ-54096]
Planning Commission Meeting of 7/8/2014

Case: VAR-54353
13919112046
HUGHES SHIRLEY L
4329 EUGENE AVE
LAS VEGAS NV 89108-2815

53 DRDFN11 89108

Submitted after final agenda
Date 7/8/14 Item 41
P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.46⁰
0004279218 JUN 26 2014
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

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JUL 0 2 2014
City of Las Vegas
Dept. of Planning

XXOS-27-14 LV NV 891XX

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-54353 [PRJ-54096]
Planning Commission Meeting of 7/8/2014

Case: VAR-54353
13919111042
THOMPSON MICHAEL P & MARCIA E
115 WOODHAVEN DR
NATCHEZ MS 39120-5256

2 DRDFNI1 39120

Submitted after final agenda
Date 7/2/14 Item 41
P

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

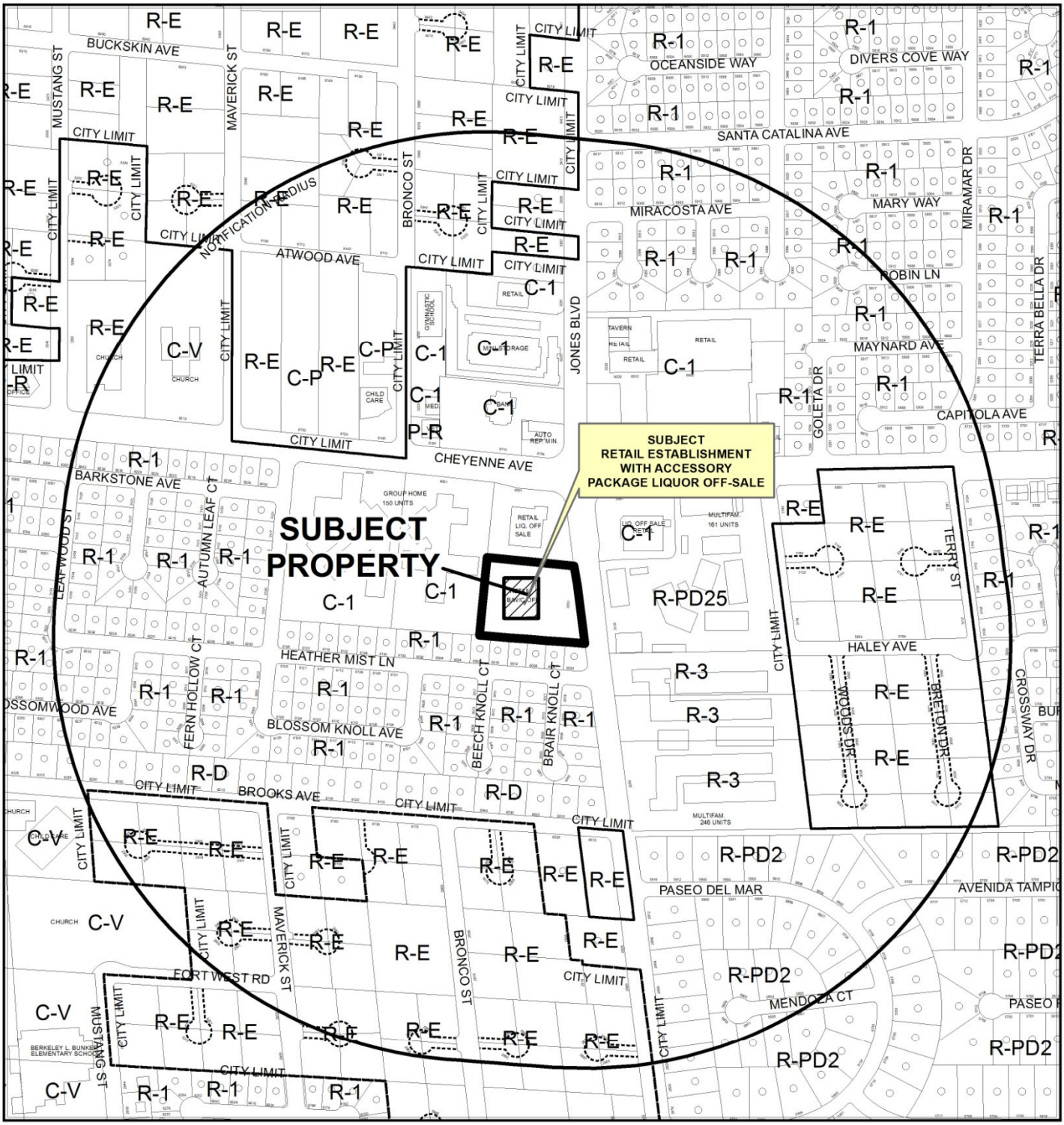
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
ROC-55188 - ABEYANCE ITEM - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: Y-OPCO, LLC - OWNER: FEFOS, LLC - For possible action on a request for a Review of Condition of an approved Special Use Permit (SUP-20505) TO DELETE CONDITION #5 WHICH STATES, "THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE BEER, WINE COOLERS, OR SCREW CAP WINE IS PROHIBITED. ALL SUCH PRODUCTS SHALL REMAIN IN THEIR ORIGINAL CONFIGURATIONS AS SHIPPED BY THE MANUFACTURER. FURTHER, NO REPACKAGING OF CONTAINERS INTO GROUPS SMALLER THAN THE ORIGINAL SHIPPING CONTAINER SIZE SHALL BE PERMITTED" at 3053 North Jones Boulevard (APN 138-14-501-007) C-1 (Limited Commercial) Zone, Ward 5 (Barlow) [PRJ-55010]. Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**13**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends DENIAL. If Approved, subject to conditions:

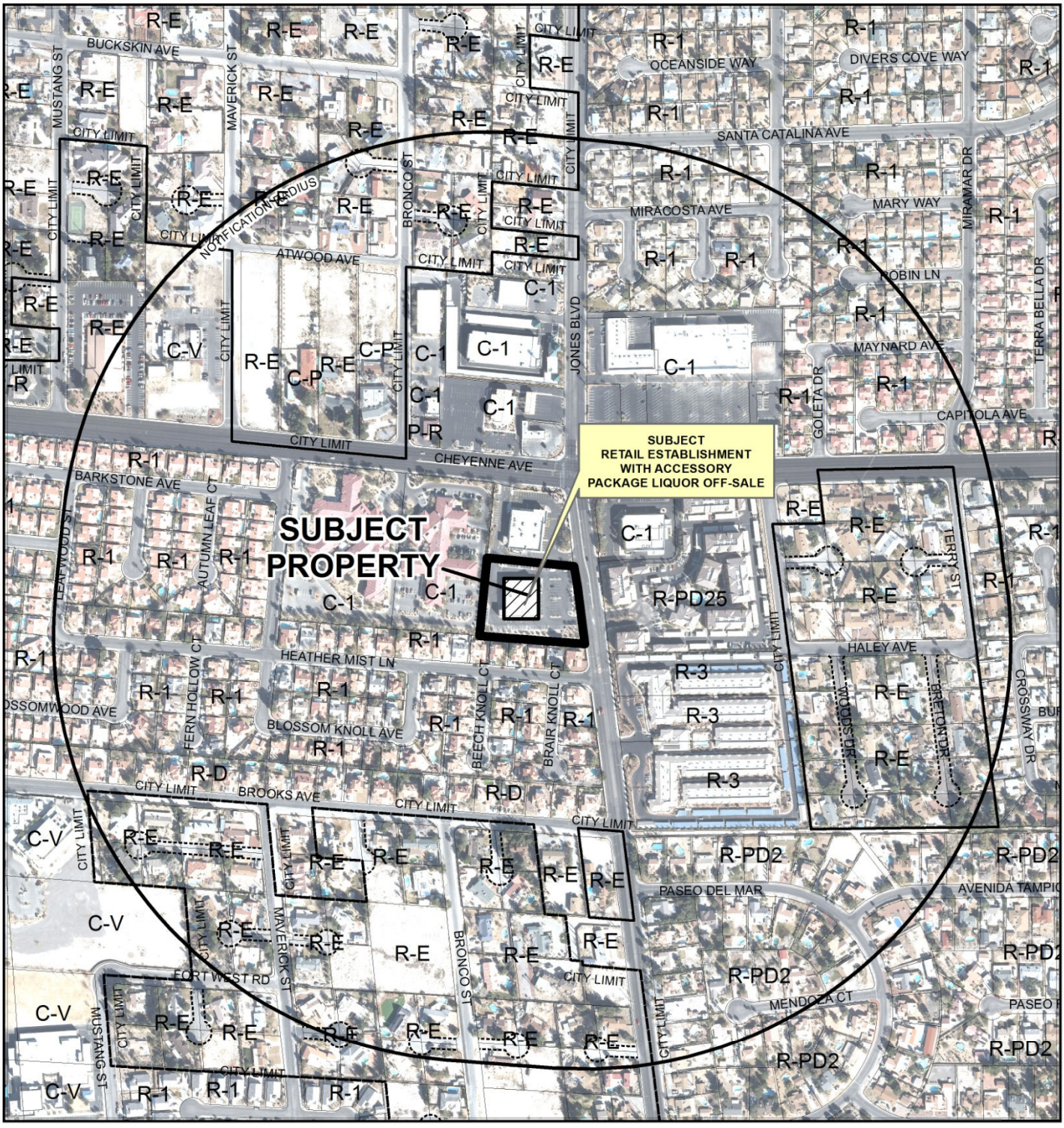
BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter - SUP-20505
6. Justification Letter
7. Protest/Support Postcards



CASE: **ROC-55188 (PRJ-55010)**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



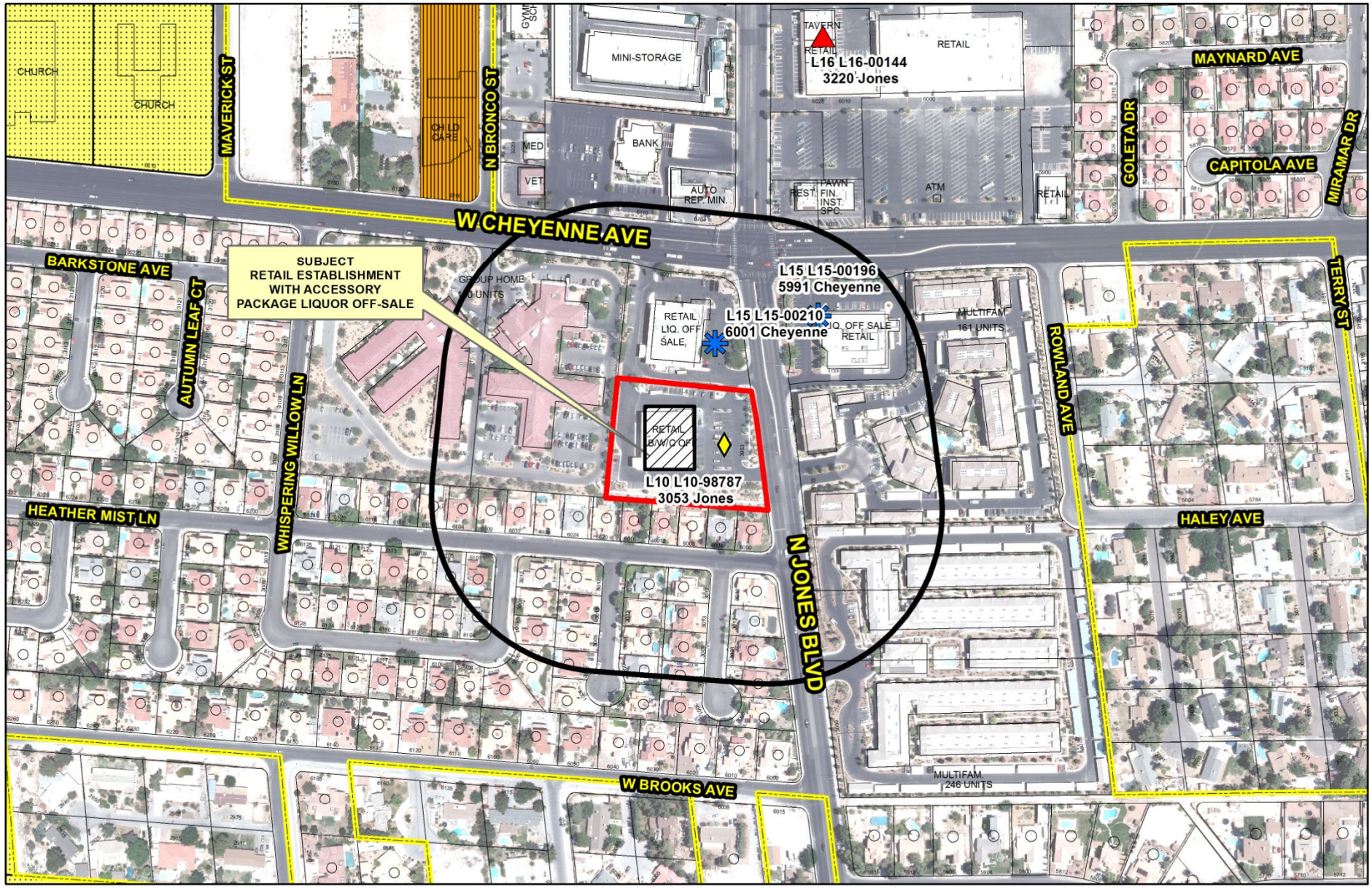
0 400 800 Feet

CASE: **ROC-55188 (PRJ-55010)**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



ROC-55188 (PRJ-55010)

Package Liquor Off-Sale

Business Licenses

- Beer/Wine/Cooler On-Sale
- Beer/Wine/Cooler Off-Sale
- Beer/Wine/Cooler On- and Off-Sale
- Package Liquor Off-Sale
- Restaurant With Alcohol/ Restaurant Service Bar
- Tavern

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility

- Subject Property
- 400 foot buffer

N

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

Date: Thursday, July 24, 2014

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: Y-OPCO, LLC - OWNER: FEFOS, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE SEPTEMBER 17, 2014 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILMAN BARLOW.

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-55188	Staff recommends DENIAL, if approved subject to conditions:	N/A

**** CONDITIONS ****

ROC-55188 CONDITIONS

Planning

1. Condition #5 of Special Use Permit (SUP-20505) shall be deleted.

2. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

JG

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Review of Condition to delete condition #5 of a previously approved Special Use Permit (SUP-20505) which states, "the sale of individual containers of any size beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted" at 3053 North Jones Boulevard. If denied the sale of individual containers of any size of beer or wine coolers would be prohibited.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/06/07	The City Council approved a request for Rezoning (ZON-20495) from U (Undeveloped) to C-1 (Limited Commercial) on 2.13 acres on the west side of Jones Boulevard, approximately 275 feet south of Cheyenne Avenue. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Special Use Permit (SUP-20505) for a Retail Establishment with Accessory Package Liquor Off-Sale on the west side of Jones Boulevard, approximately 275 feet south of Cheyenne Avenue. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Site Development Plan Review (SDR-20503) for a proposed 14,028 square-foot Grocery Store and a waiver of the perimeter landscape standards to allow a 7.5-foot wide buffer along the east property line, where 15 feet is required on 2.13 acres on the west side of Jones Boulevard, approximately 275 feet south of Cheyenne Avenue. The Planning Commission and staff recommended approval.
08/01/07	The City Council approved a Review of Condition (ROC-22800) to amend condition #5 to allow the sale of screw cap wine on property located on the west side of Jones Boulevard, approximately 275 feet south of Cheyenne Avenue. Staff recommended approval.
09/26/08	A code enforcement case (70160) was processed for parking lot lighting shinning into the residential subdivision to the south. The case was resolved on 11/17/08.

Most Recent Change of Ownership	
06/04/14	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
11/16/07	A building permit (102317) was issued for grading at 3053 North Jones Boulevard. The permit was finalized on 07/17/08.
12/20/07	A building permit (93430) was issued for a Certificate of Occupancy of a 14,028 square-foot new retail building at 3053 North Jones Boulevard. The permit was finalized on 07/18/08.
	A building permit (93431) was issued for onsite improvements at 3053 North Jones Boulevard. The permit was finalized on 02/23/09.
	A building permit (93432) was issued for a trash enclosure at 3053 North Jones Boulevard. The permit was finalized on 02/24/09.
07/17/08	A business license (G60-00062) was issued for a Grocery Store at 3053 North Jones Boulevard. The license is still active.
	A business license (L10-00279) was issued for Beer/Wine/Cooler Off-Sale at 3053 North Jones Boulevard. The license was marked out of business on 11/27/13.
06/02/09	A building permit (139002) was issued for Tenant Improvement at 3053 North Jones Boulevard. The permit was finalized on 07/21/09.
03/23/10	A building permit (159060) was issued for a Tenant Improvement at 3053 North Jones Boulevard. The permit was finalized on 03/26/10.
02/02/12	A business license enforcement case (110199) was processed for failure to require suitability of an employee at 3053 North Jones Boulevard. The case was resolved on 02/22/12.
11/25/13	A temporary business license (L10-98787) was issued for Beer/Wine/Cooler Off-Sale at 3053 North Jones Boulevard. The license is still active.

Pre-Application Meeting	
07/09/14	A pre-application meeting was held with the applicant's representative and the submittal requirements for a Review of Condition to delete condition #5 of Special Use Permit (SUP-20505).

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
07/24/14	Staff conducted a field check of the subject site and found the area surrounding the business clean and neat in appearance with no discrepancies noted.

Details of Application Request	
Site Area	
Net Acres	2.13

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	General Retail Store, Other than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
North	General Retail Store, Other than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
South	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
East	Multi-Family Residential	M (Medium Density Residential)	R-PD25 (Residential Planned Development – 25 Unites per Acre)
West	Assisted Living Apartments	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (70 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The applicant is requesting a Review of Condition of a previously approved Special Use Permit (SUP-20505) to delete condition #5 that prohibits the sale of any size beer, wine cooler and screw cap wine at 3053 North Jones Boulevard. On August 01, 2007 the City Council approved a Review of Condition (ROC-22800) that amended condition #5 of Special Use Permit (SUP-20505) to allow the sales of individual containers of screw cap wine. The applicant has stated in their justification letter that the majority of its stores located in southern Nevada sell individual containers of beer and wine coolers, with the exception of some stores in the City of Las Vegas.

The proposed removal of restriction that prohibits the individual sales of any size of beer or wine coolers would allow the applicant a uniform marketing presence in the local community. The removal of these conditions could have a negative effect on the area surrounding the subject site, with a Single Family Residential subdivision abutting the subject property directly to the south and Multi-Family Residential developments located 80 feet and 95 feet to the east.

City Council specifically placed a condition on the Retail Establishment with Accessory Package Liquor Off-Sale use in 2007 prohibiting the individual sales of any size of beer or wine cooler.

FINDINGS

The subject General Retail Store, Other than Listed with Accessory Package Liquor Off-Sale use was approved in 2007 and the appropriate business licenses have been issued. The proposed removal of these conditions is not appropriate as conditioned by the Las Vegas City Council's approval of Special Use Permit (SUP-20505) and the applicant agreed to the conditions of approval at the June 06, 2007 City Council meeting. Furthermore the removal of these conditions could have a negative effect on the area surrounding the subject site. Therefore, staff recommends denial of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

NOTICES MAILED 443 (By Planning)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ROC-55188 APN: 138-14-501-007

Name of Property Owner: FEFOS, LLC

Name of Applicant: Y-Opco, LLC

Name of Representative: Kolesar & Leatham Attn: Benjamin J. Volmer, Esq.

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: Mary Kasper, VP/ Asst. Secty.

~~Subscribed and sworn before me~~

~~This _____ day of _____, 20____~~

~~_____~~

~~Notary Public in and for said County and State~~

State of California
County of Los Angeles
Subscribed and sworn to (or affirmed) before me on this 23 day of June, 20 14 by Mary Kasper, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
Signature _____ (Seal)

ROBIN HOWARD
COMM. # 1946561
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. AUG. 30, 2015

PRJ-55010
07/21/14

CLV Planning - Application Form

Application Number:	PRJ-55010
Application/Petition For:	ROC of condition #5 of SUP-20505
ProjectAddress (Location):	3053 NORTH JONES BOULEVARD
Project Name	FRESH AND EASY
Assessors Parcel #(s):	13814501007
Ward #:	WARD 5 (RICKI Y. BARLOW), WARD 6 (STEVEN D. ROSS)
Is the Application Information Correct:	Yes
If no, ...change what	
General Plan Designation: Proposed:	Select
Zoning District: Proposed:	Select
Gross Acres:	
Lots/Units:	
Additional Information:	
Applicant First Name:	Robin
Applicant Last Name:	Howard
Applicant Address:	2120 Park Place, Suite 200
Applicant City:	El Segundo
Applicant State:	CA
Applicant Zip:	90245
Applicant Phone:	310-341-1514
Applicant Fax:	310-341-1501
Applicant Email:	robin.howard@klnevada.com
Rep First Name:	Benjamin J.
Rep Last Name:	Volmer, Esq.
Rep Address:	400 S. Rampart Blvd., Suite 400
Rep City:	Las Vegas
Rep State:	NV
Rep Zip:	89145
Rep Phone:	702-362-7800
Rep Fax:	702-362-9472
Rep Email:	bvolmer@klnevada.com

PRJ-55010
07/21/14

CLV Planning - Application Form

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission. I Accept:	Yes
Is the Owner Information Correct:	No
If no, ...change what	Property Owner should be referenced as: FEFOS, LLC, 2120 Park Place, Suite 200, El Segundo, CA 90245

Owner(s)	ADDR1	ADDR2
Y-O P C O L L C	9130 W SUNSET BLVD	LOS ANGELES, CA 90069-3110

CLVEPLAN Applicant	Company	Title	Email
Benjamin Volmer	Kolesar & Leatham	Esq.	bvolmer@klnevada.com

PRJ-55010
07/21/14

ROC-55188

PRJ-55010
07/21/14

DRAWING INDEX

PROJECT DATA

PROJECT DIRECTORY

AERIAL MAP

VICINITY MAP

PROPOSED SITE PLAN
CHEYENNE AVE & JONES BLVD
LAS VEGAS, NV

JOHN W. JOHNSON, ARCHITECT
1137 NORTH MCDOWELL BLVD.
PETALUMA, CALIFORNIA 94954
(707)765-1660

DRAKE

MAR 1 8 2007

UNDEVELOPED SITE

EXISTING RITE AID

JONES BLVD.

CHEYENNE AVE

EXISTING WALGREEN'S

Fresh & Easy

RETAIL

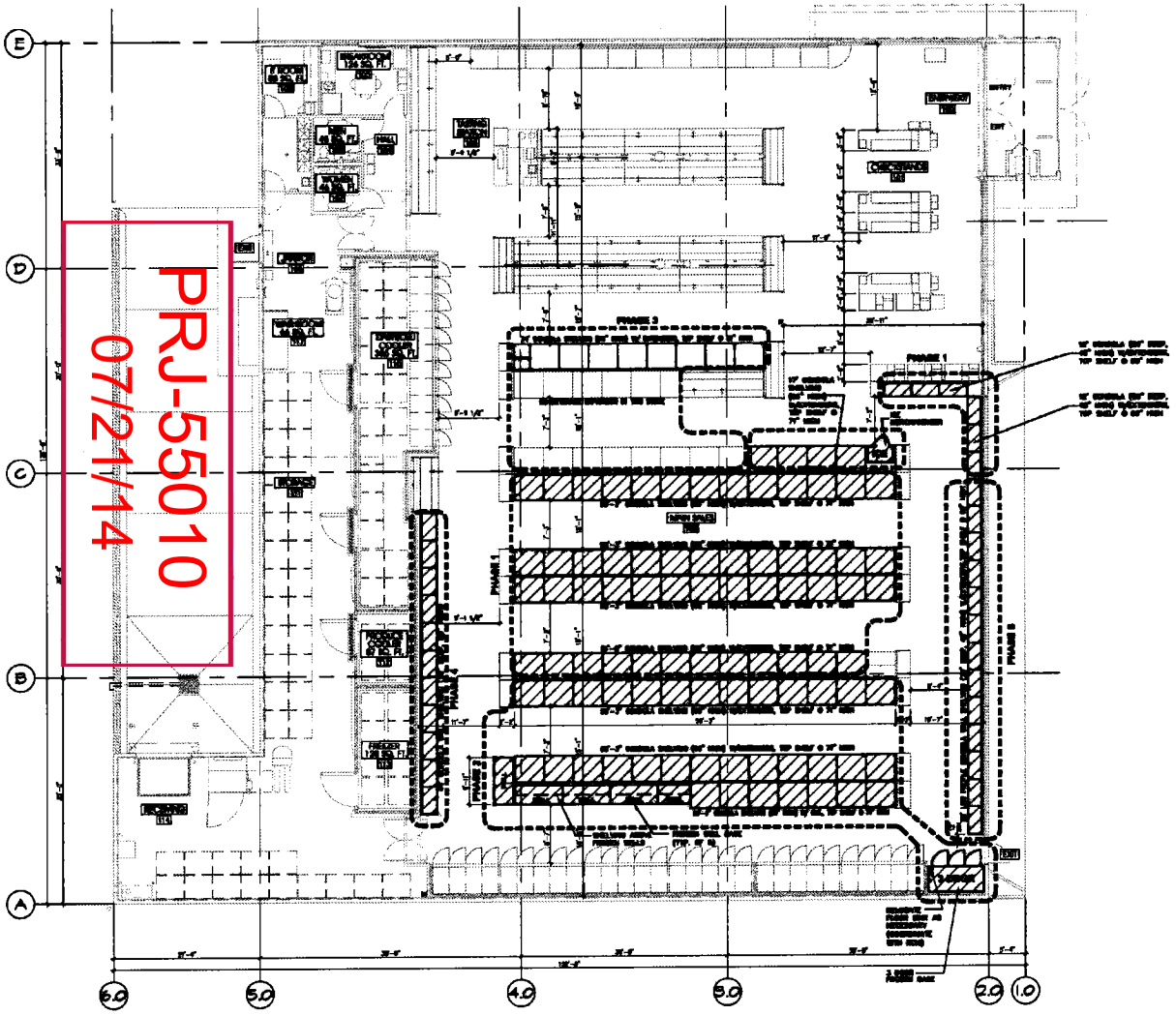
FULL ACCESS

EXISTING RESIDENTIAL

NORTH

1" = 30'-0"

1 PROPOSED SITE PLAN



PRJ-55010
07/21/14

PHASING SCHEDULE	
PHASE 1	ADD SHELF EXTENDERS WITH TOP SHELF @ 71" HIGH
	ADD SHELF EXTENDERS WITH TOP SHELF @ 69" HIGH ON 12' SHELVING BEHIND CHECKSTANDS
	ADD SHELF EXTENDERS WITH FINISHED BACK PANEL @ 79" HIGH AND TOP SHELF @ 69" HIGH
PHASE 2	ADD 3 DOOR REACH-IN CASE (BEVERAGE)
	ADD (4) 8'-11" FROZEN WELLS (SELF CONTAINED)
	ADD (1) 4'-9" FROZEN WELL (SELF CONTAINED)
	ADD 4' ICE MERCHANDISER (SELF CONTAINED)
	ADD 3 SHELVES ABOVE FROZEN WELLS AS SHOWN
	ADD SHELF EXTENDERS WITH TOP SHELF @ 71" HIGH
PHASE 3	ADD SHELF EXTENDERS WITH TOP SHELF @ 71" HIGH
PHASE 4	SAMSAY MERCHANDISE ADJUSTMENT
PHASE 5	ADD SHELF EXTENDERS WITH FINISHED BACK PANEL @ 79" HIGH AND TOP SHELF @ 69" HIGH

FIXTURE PLAN - SCHEME 1

SCALE 1/8"=1'-0" 1

S.D. SUBMITTAL: 03-03-03 D.D. SUBMITTAL: 03-03-03 B.D. SUBMITTAL: 03-03-03

NADEL

Nadel Nevada, Inc.
7160 S. Dean Martin Dr.
Suite 230
Las Vegas, NV 89118
T. 702.889.3000
F. 702.889.7170
www.nadelarch.com

EXISTING RETAIL BUILDING
MINOR REMODEL
3093 N. JONES BLVD.
LAS VEGAS, NV. 89108

ROBERT S. EASAY
2200 PARK PL., STE. 200
EL SEGUNDO, CA. 90245
PHONE (310) 341-1555

fresh & easy Neighborhood Market

FIXTURE PLAN
CHEYENNE & JONES
LAS VEGAS, NV. 89108

DATE 03-03-03
STORE NO. 1555
JOB NO. 03000
SHEET NUMBER F-1.0

ROC-5188

ROC-55188 - APPLICANT: Y-OPCO, LLC - OWNER: FEFOS, LLC
3503 NORTH JONES BOULEVARD

07/24/14

ROC-55188 - APPLICANT: Y-OPCO, LLC - OWNER: FEFOS, LLC
3503 NORTH JONES BOULEVARD

07/24/14

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

June 8, 2007

Mr. Maxwell Stolzberg
Outpar, LLC
44 South Broadway, Suite #614
White Plains, New York 10601

RE: SUP-20505 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JUNE 6, 2007
RELATED TO ZON-20495 AND SDR-20503

Dear Mr. Stolzberg:

The City Council at a regular meeting held June 6, 2007 APPROVED the request for a Special Use Permit FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE on the west side of Jones Boulevard, approximately 275 feet south of Cheyenne Avenue (APN 138-14-501-007), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [PROPOSED: C-1 (Limited Commercial)]. The Notice of Final Action was filed with the Las Vegas City Clerk on June 7, 2007. This approval is subject to:

Planning & Development

1. Conformance to the conditions for Rezoning (ZON-20495), and Site Development Plan Review (SDR-20503) if approved.

2. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-20495) and Site Development Plan Review (SDR-20503) shall be required.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Approval of this Special Use Permit does not constitute approval of a liquor license.

5. The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted.

6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

PRJ-55010
07/21/14

ROOC-55188

7. 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.

8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. John Hardy
Drake Real Estate Services
496 South Broadway
Denver, Colorado 80209

Ms. Leni Skaar
3753 Howard Hughes Parkway, Suite #200
Las Vegas, Nevada 89109

PRJ-55010
07/21/14

ROC-55188

KOLESAR & LEATHAM

ATTORNEYS AT LAW

400 SOUTH RAMPART BLVD., SUITE 400
LAS VEGAS, NEVADA 89145
702.362.7800

klnevada.com

July 18, 2014

City of Las Vegas
Department of Planning & Development
333 North Rancho Drive
Las Vegas, NV 89106

Re: Application for Review of Condition of a Previously Approved Special Use Permit (20505)

Applicant:	**Y-Opco, LLC n/k/a Fresh & Easy, LLC**
Business/Address:	**Fresh & Easy Neighborhood Market**
	3053 N. Jones Blvd., Las Vegas, NV 89108
APN:	**138-14-501-007**

Dear Sir/Madam:

This firm represents Y-Opco, LLC n/k/a Fresh & Easy, LLC (the "Applicant") with respect to business and liquor licensing matters in Nevada for the above-referenced Fresh & Easy Neighborhood Market ("Fresh & Easy") business location (the "Business").

The Applicant's parent, YFE Holdings, Inc., bought the above-referenced Fresh & Easy grocery store from the previous owner, Fresh & Easy Neighborhood Market Inc., through a sale approved by the Bankruptcy Court in November 2013, and operates the Business under its affiliate, Y-Opco, LLC, which recently changes its name to Fresh & Easy, LLC.

The Applicant, as the new owner of the Fresh & Easy business, is working to improve the financial performance of its stores and continually seeks to provide new or varied products to best serve its customers.

On June 6, 2007, the Las Vegas City Council approved Special Use Permit 20505 (the "SUP") to allow for a Retail Establishment with Accessory Package Liquor off-sale use. A copy of the original Approval Letter is attached for your reference. The Applicant currently operates a grocery store with package beer/wine/cooler off-sales at the Business. The SUP contains several conditions which prohibit, among other things, the sale of individual containers of beer, wine coolers or screw cap wine. Specifically, condition #5 of the SUP (the "Condition") provides as follows:

> The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted.

The Applicant hereby respectfully requests the City of Las Vegas amend the condition to remove the language prohibiting the sale of individual containers of beer, wine coolers and screw cap wine. Please note that the Applicant is not requesting an amendment to allow for the sale of individual wine coolers, beer or screw cap wine that have been pre-packaged in configurations by the manufacturer.

PRJ-55010
07/21/14

ROC-55188

With regard to the Condition and its prohibition on the sale of individual containers of beer, Fresh & Easy currently sells individual containers of beer at each store location in Unincorporated Clark County, the City of North Las Vegas and the City of Henderson. We are not aware of any evidence that such sales have contributed to increased undesirable behavior in the community nor is our client aware of any complaints or incidents stemming from the sale of single containers of beer at these locations. Further, please note that many varieties of beer are intended to be sold as single containers, similar to wine and liquor sales. For instance, many unique brands of craft beer and related products are sold as singles so that customers can purchase a variety of single bottles of such beverages. The sale of single containers of beer and wine coolers is becoming more common to satisfy the demands of customers to provide a variety of unique and popular brands.

With regard to the Condition and its prohibition on the sale of individual containers of screw cap wine, the Condition does not prohibit the sale of individual containers of wine in corked containers and thereby makes a distinction between the type of container seal. The rationale for making this distinction stems from the traditional notion that screw cap wine is inexpensive or "cheap" and that sales of wine with screw cap bottles cause an increase in undesirable alcohol-related activity and a decrease in the safety and welfare of the community. However, due to significant changes in the wine manufacturing industry and certain deficiencies with corked wine containers, the distinction between the types of wine with screw caps and corked containers no longer exists. Today, there is essentially no difference in the price, quality, variety or nature of screw cap wine and corked wine.

During the last decade, numerous reputable wine manufacturers have replaced corked wine containers with screw cap wine containers. Examples of fine wine bottled with screw caps include Argyle Nuthouse Pinot Noir 2006 ($120.00 per bottle), Henschke Hill of Grace Shiraz 2004 ($699.00 per bottle) and D'Arenberg Coppermine Road Cabernet Sauvignon 2004 ($54.99 per bottle). The reasons for this transition in the wine industry include, without limitation, the following:

1) Screw cap containers have a decreased impact on the environment. During the last decade there has been an increased demand for wine and a decrease in the supply of cork. Cork itself is processed from the bark of the cork tree, which is principally found in the western Mediterranean region of Europe. Obtaining cork involves harvesting cork from cork trees. As such, screw cap containers are an "environmentally friendly" alternative to cork as they have lessened the demand for cork harvesting.

2) Cork has been known to adversely affect the taste of wine, thus, leading wine makers away from cork to screw cap containers.

3) Screw cap containers provide a superior seal, thus eliminating the estimated fifteen percent (15%) fail rate of wine contained in corked containers.[1]

[1] Please see the following websites for further commentary on the benefits of wine bottles with screw caps:
http://www.stormhoek.com/blog/index.php/2008/01/31/cork-vs-screw-cap-debate/;
http://www.gayot.com/wine/feature/screw-caps-cork.html; and
http://www.azom.com/article.aspx?ArticleID=2535

PRJ-55010
07/21/14

As such, the distinction between corked containers and screw cap containers of wine is no longer applicable to the wine industry and there is no benefit to the public by regulating or restricting the sale of bottles of wine with screw caps.

Additionally, the proposed sales of single containers of beer, wine coolers and screw cap wine at the Business would allow for a uniform marketing presence for Fresh & Easy businesses in the community by allowing marketing brochures and newspaper inserts to describe products available at all Fresh & Easy stores.

The Applicant is committed to ensuring compliance with all applicable laws regarding the sale of alcoholic beverages for off-premises consumption. Like other Fresh & Easy locations in southern Nevada, the Business will continue to adhere to strict internal policies prohibiting the sale of alcoholic beverage products to minors and to ensure that alcoholic beverage products are not consumed on the premises or in the parking area. The Applicant has been successful monitoring and regulating alcoholic beverage sales for off-premises consumption for numerous Fresh & Easy businesses in Nevada and many other states.

The proposed use is harmonious and compatible with adjacent development and with existing land uses in the immediate vicinity. No additional public services, utilities or parking accommodations will be necessary to accommodate the proposed amendment to the SUP.

In the event you have any questions with regard to the foregoing, please do not hesitate to contact us. Thank you.

Very truly yours,

KOLESAR & LEATHAM

Matthew D. Saltzman, Esq.

MDS:dms
Enclosure - as stated
cc: Robin Howard (w/o encls.)

PRJ-55010
07/21/14

08/25/2014 07:26 #383 P.001/001
7024336211
From:NDL Group, Inc.

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK
2014 AUG 25 P 4:10

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.46⁰
0004279218 AUG 21 2014
MAILED FROM ZIP CODE 89101

PRESORTED FIRST-CLASS

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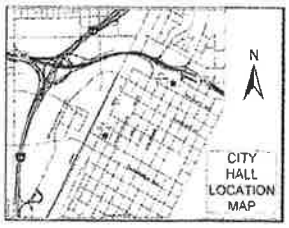
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

Case: ROC-55188
13811802015
RAPONE RICHARD M & EILEEN M
3315 MAVERICK ST
LAS VEGAS NV 89108

53 FRDFNMP 89108

Submitted after final agenda
Date 8/25/14 Item 65

001/002

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2014 AUG 26 A 10:52

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Office of City Clerk
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Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

Case: ROC-55188
13814511074
BORGNA MARSHALL & JOYCE LIV TR
3012 OLIVEGROVE CT
LAS VEGAS NV 89108-4329

53 FRDFNMP 89108

08/26/2014 10:32 FAX

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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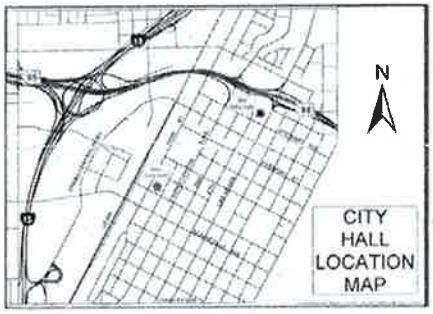

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

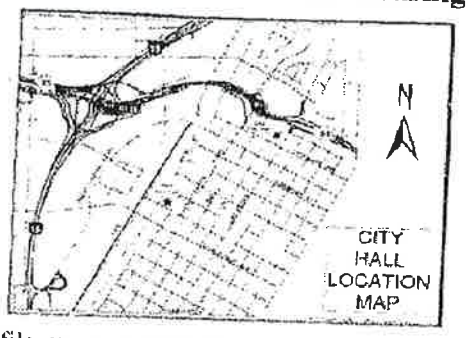
Please use available blank space on card for your comments.

ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

Case: ROC-55188
13812417017
MCKINNEY C J & A J REV LIV TR
MCKINNEY CLAUD J & ANNA J TRS
5800 CAPITOLA AVE
LAS VEGAS NV 89108-4734

53 PROPNMP 89106

Official Notice of Public Hearing



I oppose removal of Condition #5. May cause gathering of un wanted Individuals a

(NO)

f you wish to file your protest or support on this request, check the ppropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this ard to (702) 382-4803. If you would like to contact your Council epresentative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

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:OC-55188 [PRJ-55010]
ity Council Meeting of **09/03/2014**

Case: ROC-55188
13814602005
PAYAN FAMILY TRUST
PAYAN RAUL J & POLLY TRS
2960 MAVERICK ST
LAS VEGAS NV 89108-3957

2014 AUG 25 P 4:09

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53 PROPNMP 89106

Aug 22 14 04:38p Raul Payan 702 396-2275 p.1

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

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2014 AUG 26 A 10:52

Case: ROC-55188
13814511074
BORGNA MARSHALL & JOYCE LIV TR
3012 OLIVEGROVE CT
LAS VEGAS NV 89108-4329

53 FROFNMP 89108

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Office of City Clerk
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Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

Case: ROC-55188
13814511011
GENTILE CHARLES D & TINA M
6124 HEATHER MIST LN
LAS VEGAS NV 89108-4229

53 FRDFNMP 89108

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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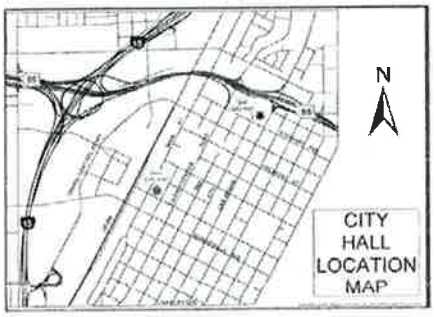

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

Case: ROC-55188
13814510100
MORRIS FAMILY TRUST
MORRIS GERALD F TRS
3116 BUDDING BLOSSOM CT
LAS VEGAS NV 89108-4367

53 FRDFNMP 89108

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2014 SEP -2 A 11:42

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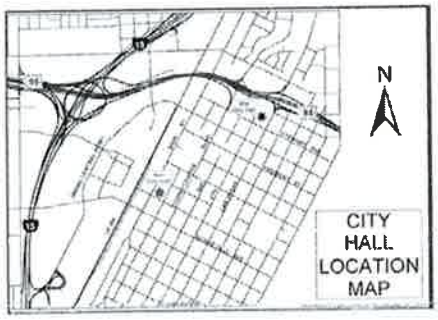
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

Case: ROC-55188
13814510090
SCOTTEN WILLIAM E
8588 S BRUCE ST
LAS VEGAS NV 89123

83 FROFNMP 89123

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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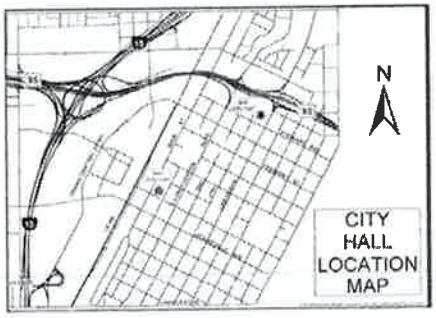

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

Case: ROC-55188
13813210002
MUNS GEORGE F & VELMA A
5916 PASEO DEL MAR
LAS VEGAS NV 89108-4155

Submitted after final agenda

Date 9-2-2014 Item 65

53 FROFNMP 89108

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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MAILED FROM ZIP CODE 89101

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Official Notice of Public Hearing

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

Case: ROC-55188
13811804017
GUMFORY JERRY P & PATRICIA ANN
6124 W CHEYENNE AVE
LAS VEGAS NV 89108-4207

53 PROPNMP 89106

Application Information

ROC-55188 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: Y-OPCO, LLC - OWNER: FEFOS, LLC - For possible action on a request for a Review of Condition of an approved Special Use Permit (SUP-20505) TO DELETE CONDITION #5 WHICH STATES, "THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE BEER, WINE COOLERS, OR SCREW CAP WINE IS PROHIBITED. ALL SUCH PRODUCTS SHALL REMAIN IN THEIR ORIGINAL CONFIGURATIONS AS SHIPPED BY THE MANUFACTURER. FURTHER, NO REPACKAGING OF CONTAINERS INTO GROUPS SMALLER THAN THE ORIGINAL SHIPPING CONTAINER SIZE SHALL BE PERMITTED" at 3053 North Jones Boulevard (APN 138-14-501-007) C-1 (Limited Commercial) Zone, Ward 5 (Barlow) [PRJ-55010].

NOTE: THERE WILL BE NO BREAK BETWEEN MORNING AND AFTERNOON AGENDA ITEMS FOR THIS MEETING

I oppose this strongly. It promotes drinking on the street & cheap-cheap wine.

Application Location

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***September 3, 2014***
Time:	9:00 A.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 thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov .

Submitted after final agenda

Date 9-2-2014 Item 65

702-396-5444

Submitted after final agenda

Date 9-2-2014 Item 57

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Official Notice of Public Hearing

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

Case: ROC-55188

13812412022
DRAKE PATRICIA A
3300 HEATHERDALE CT
LAS VEGAS NV 89108-4810

ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

This place is a public nuisance

Aug 30 14 08:10a Acepool

53 FRNFNMP 8910A

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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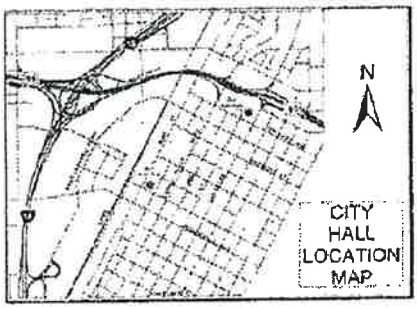
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

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2014 SEP -2 A 7:36

Case: ROC-55188
13813110001
HOFMEISTER ROBERT A & DONNA L
3093 WOODS DR
LAS VEGAS NV 89108-4208

53 PRDFNMP 89106

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.46⁰
0004279218 AUG 21 2014
MAILED FROM ZIP CODE 89101

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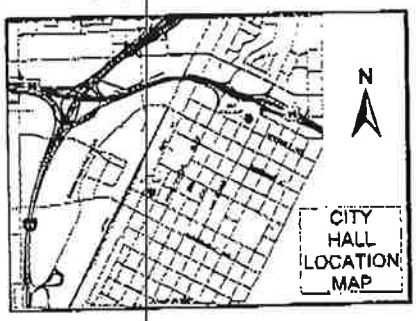
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

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CITY CLERK
2014 SEP -2 A 7:36

Case: ROC-55188
13811804015
DREW DANIEL K & JANET S
4551 BORREGO SPRINGS WY
LAS VEGAS NV 89129-1801

89 FRDFRHP 89129

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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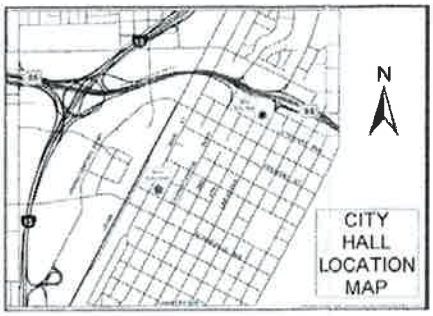
Return Service Requested
Official Notice of Public Hearing



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 Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-55188 [PRJ-55010]
City Council Meeting of **09/03/2014**

Case: ROC-55188
13814602025
ZIMMERMAN ROBERT D & DEECIE
2880 MAVERICK ST
LAS VEGAS NV 89108-3941

53 FRDFNMP 89108

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

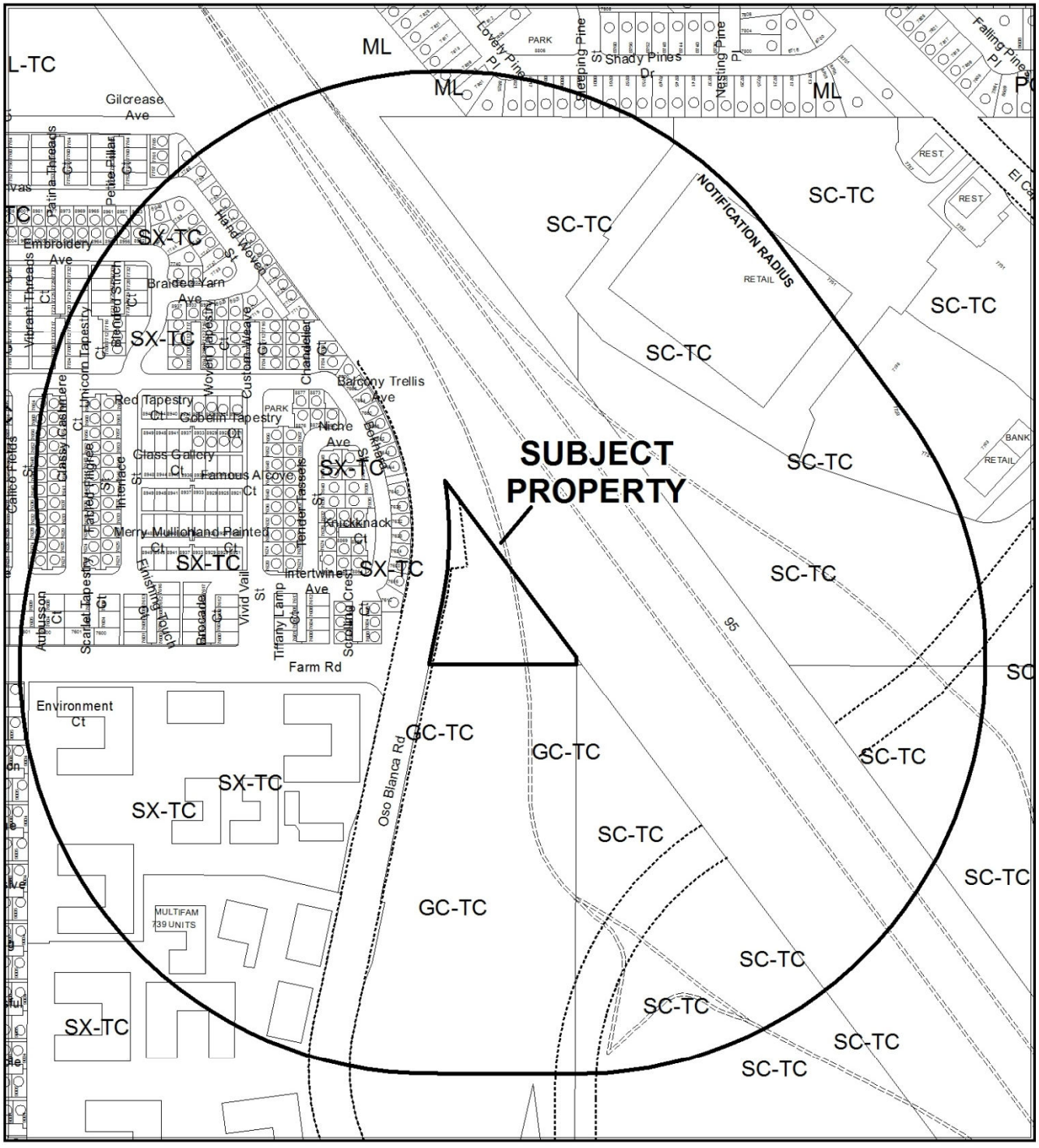
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
MOD-54816 - MAJOR MODIFICATION - PUBLIC HEARING - APPLICANT/OWNER: RYAN O'NEILL - For possible action on a request for a Major Modification of the Town Center Land Use Plan FROM: SX-TC (SUBURBAN MIXED USE - TOWN CENTER) AND SC-TC (SERVICE COMMERCIAL - TOWN CENTER) TO: GC-TC (GENERAL COMMERCIAL - TOWN CENTER) on 1.77 acres at 7610 Oso Blanca Road (APN 125-17-210-448), Ward 6 (Ross) [PRJ-54764]. The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcard

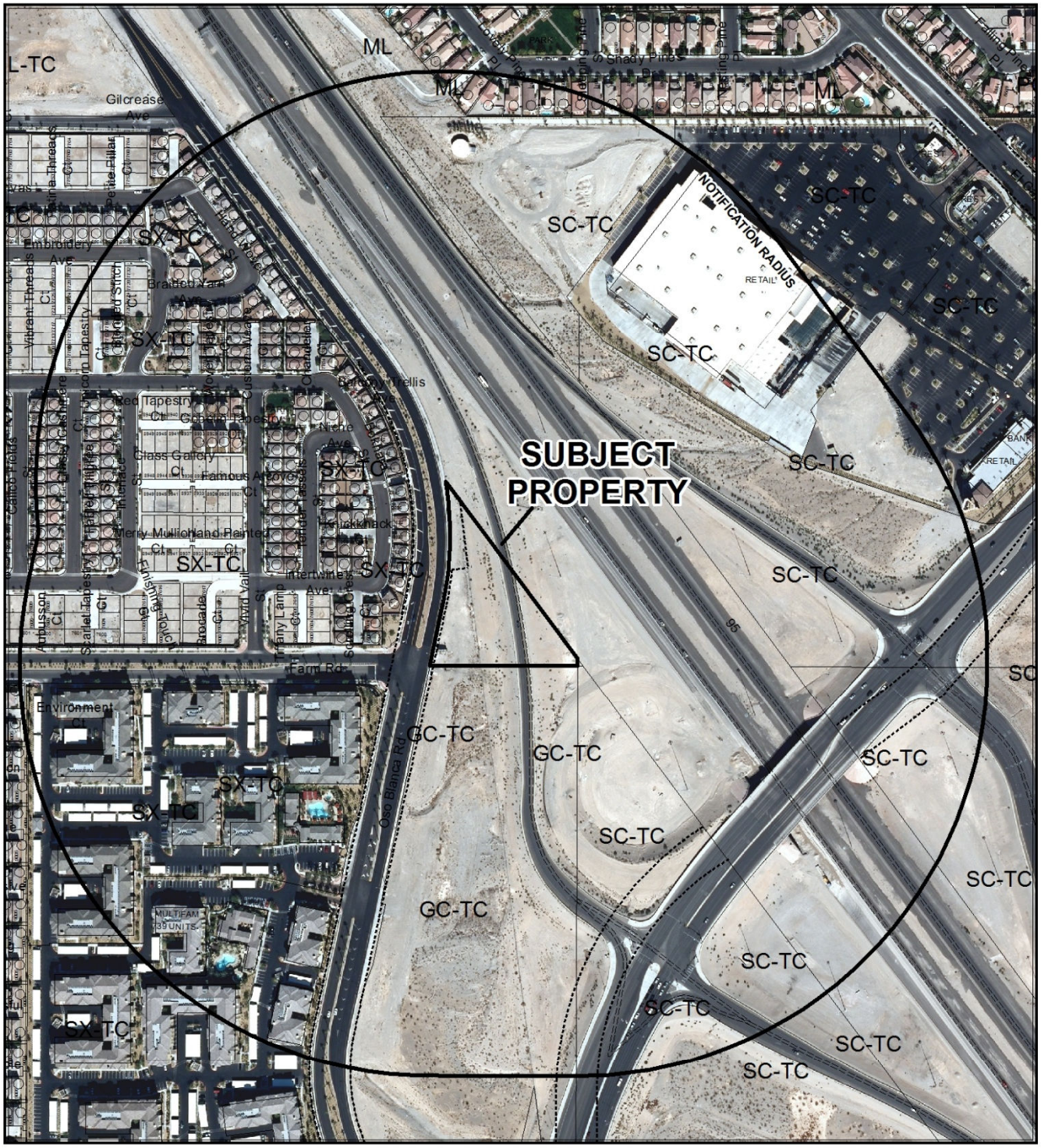


CASE: **MOD-54816 (PRJ-54764)**

RADIUS: 1000 FEET

GENERAL PLA OF SUBJECT PROPERTY: [SX-TC (SUBURBAN MIXED USE - TOWN CENTER) AND [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: [GC-TC (GENERAL COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]



CASE: **MOD-54816 (PRJ-54764)**

RADIUS: 1000 FEET

GENERAL PLA OF SUBJECT PROPERTY: [SX-TC (SUBURBAN MIXED USE - TOWN CENTER) AND [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: [GC-TC (GENERAL COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: RYAN O'NEILL

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
MOD-54816	Staff recommends APPROVAL.	

GK

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Major Modification of the Town Center Land Use Plan from the SX-TC (Suburban Mixed Use – Town Center) and the SC-TC (Service Commercial – Town Center) land use districts to the GC-TC (General Commercial – Town Center) land use district. The subject site consists of 1.77 acres located adjacent to the southeast corner of Farm Road and Oso Blanca Road. There are no development plans proposed at this time. Staff recommends approval of the request, as the proposed change is a logical extension of the existing GC-TC (General Commercial – Town Center) Land Use designation from the south and is in line with the goals and objectives of the Town Center Development Manual.

ISSUES

- The applicant has not submitted any development plans for the subject site at this time.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/05/02	The City Council approved a General Plan Amendment (GPA-0004-02) to amend a portion of the Town Center Plan from SC-TC (Service Commercial – Town Center) to SX-TC (Suburban Mixed Use – Town Center) on approximately 26 acres adjacent to the west side of I-95, north of the Farm Road alignment. Planning Commission and staff recommended approval.
02/18/04	The City Council approved a Site Development Plan Review (SDR-3482) for a 741-lot single-family residential development with a waiver of the Town Center Street Section, retaining wall height, suburban mix use buffer and building height restriction standards on 67.41 acres adjacent to the northeast corner of Farm Road and Fort Apache Road. Planning Commission recommended approval. Staff recommended denial.
	The City Council approved a Variance (VAR-3488) to allow one parking space per single-family dwelling where a minimum of two spaces per single-family dwelling is required on 67.41 acres adjacent to the northeast corner of Farm Road and Fort Apache Road. Planning Commission recommended approval. Staff recommended denial.
	The City Council approved a Waiver (WVR-3492) of Title 18.12.105(A) to allow private drives to exceed 200 feet where a maximum length of 150 feet is allowed on 67.41 acres adjacent to the northeast corner of Farm Road and Fort Apache Road. Planning Commission recommended approval. Staff recommended denial.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/13/04	The Planning Commission approved a Tentative Map (TMP-4055) for a 749-lot single-family cluster subdivision on 67.41 acres adjacent to the northeast corner of Farm Road and Fort Apache Road. Staff recommended approval.
10/17/07	The City Council approved a Site Development Plan Review (SDR-23483) for a 110,773 square-foot commercial center on 11.3 acres at the intersection of Oso Blanca Road and Severence Lane. Planning Commission and staff recommended approval. The entitlement expired on 10/17/09.
09/25/08	Staff administratively approved a Minor Amendment (SDR-29378) to a previously Site Development Plan Review (SDR-23483) for a 111,398 square-foot shopping center on 11.3 acres at the southeast corner of US-95 and Farm Road.
01/08/09	The Planning Commission approved a Tentative Map (TMP-31246) for a five-lot commercial subdivision on 15.80 acres at the southeast corner of Farm Road and U.S. 95. Staff recommended approval. The entitlement expired on 01/08/13.
08/12/14	The Planning Commission voted to recommend APPROVAL.

Most Recent Change of Ownership	
06/12/12	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no building permits or business licenses associated with the subject site.

Pre-Application Meeting	
06/25/14	Staff conducted a pre-application conference with the owner and representative to discuss the submittal requirements for a Major Modification to the Town Center Land Use Map.

Neighborhood Meeting	
07/17/14	A neighborhood meeting was held at the Centennial Hills YMCA, 6601 North Buffalo Drive from 6:00 pm to 6:30 pm. The meeting was attended by one member of the development team, one member of the City Council office, one member of the Department of Planning and four members from the public. The following concern was discussed: • Would not support packaged liquor at this location

Field Check	
07/03/14	A field check was conducted by staff and revealed that the subject site is currently undeveloped, and is adjoined by similar sized undeveloped parcels to the south.

Details of Application Request	
Site Area	
Gross Acres	1.77

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	SX-TC (Suburban Mixed Use – Town Center) SC-TC (Service Commercial – Town Center)	T-C (Town Center)
North	U.S. 95 right-of-way	U.S. 95 right-of-way	U.S. 95 right-of-way
South	Undeveloped	GC-TC (General Commercial – Town Center)	T-C (Town Center)
East	U.S. 95 right-of-way	U.S. 95 right-of-way	U.S. 95 right-of-way
West	Single-Family Residential	SX-TC (Suburban Mixed Use – Town Center)	T-C (Town Center)

Master Plan Areas	***Compliance***
Town Center Master Plan	Y
Special Purpose and Overlay Districts	***Compliance***
T-C (Town Center) District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Oso Blanca Road	Town Center Collector	Town Center Development Standards	85 Feet	Y

ANALYSIS

The 1.77-acre site has a General Plan designation of TC (Town Center) and a zoning category of T-C (Town Center), identifying the property within the Town Center Special Purpose and Overlay District. The subject site is currently designated SX-TC (Suburban Mixed Use – Town Center) and SC-TC (Service Commercial – Town Center) by the Town Center Land Use Map. The Service Commercial land use district allows low to medium intensity retail, office or other commercial uses that are intended to serve primarily the Centennial Hills Area and does not include more intense general commercial characteristics. Examples include neighborhood shopping centers, theaters, bowling alleys and other places of public assembly and public/quasi-public uses.

The Suburban Mixed Use land use district can be characterized as being similar to the previously described Service Commercial land use district with the addition of medium density residential being a permitted use and is intended to enable development with imaginative adjacency standards.

The applicant is requesting a Major Modification (MOD-54816) to change the Town Center Special Land Use designation for the subject site to GC-TC (General Commercial – Town Center) land use district. The General Commercial – Town Center land use district allows all types of retail, automotive service, office and other general business uses of a more intense commercial character.

The applicant has not proposed any development or uses on this site to determine the precise compatibility with the surrounding uses at this time. As such, staff must make the findings off of the most intense uses allowed within the proposed zoning district. The existing land uses to the west of this development are designated SX-TC (Suburban Mixed Use – Town Center) and the land uses to the south are designated GC-TC (General Commercial – Town Center). The requested Major Modification would match the land use designation to the south and further serve as a major retail corridor for the residential properties to the west; therefore, staff recommends approval.

FINDINGS (MOD-48831)

In order to approve the Major Modification application, pursuant to Town Center Development Standards Manual (A)(3)(B) and Title 19.16.090, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed Major Modification is in conformance with the TC (Town Center) designation under the Centennial Hills Sector Plan of the General Plan. The change in growth and development patterns within the neighboring community would now support the commercial uses typically allowed in the GC-TC (General Commercial –Town Center) land use designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The applicant has not proposed any development or uses on this site to determine the precise compatibility with the surrounding uses at this time. As such, staff must make the findings off of the most intense uses allowed within the proposed zoning district. The existing land uses to the west of this development are designated SX-TC (Suburban Mixed Use – Town Center) and the land uses to the south are designated GC-TC (General Commercial – Town Center). The requested Major Modification would match the land use designation to the south and further serve as a major retail corridor for the residential properties to the west.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   A shift in the growth and development factors has pointed towards the need to change the land use designation to the GC-TC (General Commercial – Town Center) district. The existing GC-TC (General Commercial – Town Center) land use district located to the south of the subject property would mean a continuous retail corridor servicing the residential properties to the west, if this request is approved. In addition, the commercial properties would provide a buffer from U.S. 95 and the residences to the west.

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.**

   The subject property is adjacent to Oso Blanca Road, which is designated as an 85-foot wide Town Center Collector. No plans have been submitted showing site access to Oso Blanca Road.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 49

NOTICES MAILED 231 (By City Clerk)

APPROVALS 0

PROTESTS 1

GK

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

MOD-54816

Case Number: PRJ-54764 APN: 125-17-210-448

Name of Property Owner: Ryan B. O'Neill

Name of Applicant: Ryan B. O'Neill

Name of Representative: Bob Genzer; Genzer Consulting

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: Ryan B. O'Neill

Subscribed and sworn before me

This 26 day of JUNE, 2014

_____

Notary Public in and for said County and State

DANE S. HALOVICH
Notary Public, State of Nevada
Appointment No. 06-107981-1
My Appt. Expires Mar 1, 2018

PRJ-54764
06/26/14

CLV Planning - Application Form

Application Number:	PRJ-54764
Application/Petition For:	Major Modification from SX-TC to GC-TC at 7610 Oso Blanca Road
ProjectAddress (Location):	7610 OSO BLANCO ROAD
Project Name	MAJOR MOD FROM SX-TC TO GC-TC
Assessors Parcel #(s):	12517210448
Ward #:	WARD 6 (STEVEN D. ROSS)
Is the Application Information Correct:	No
If no, ...change what	Major Modification from SX-TC and SC-TC to GC-TC
General Plan Designation: Proposed:	Select
Zoning District: Proposed:	Select
Gross Acres:	1.77
Lots/Units:	
Additional Information:	
Applicant First Name:	Ryan
Applicant Last Name:	O'Neill
Applicant Address:	1224 S. River Road, Suite B215
Applicant City:	St. George
Applicant State:	UT
Applicant Zip:	84790
Applicant Phone:	702-474-0707
Applicant Fax:	702-474-0909
Applicant Email:	ryan@oneillinc.com
Rep First Name:	Bob
Rep Last Name:	Genzer
Rep Address:	9612 Hawksbill Ct.
Rep City:	Las Vegas
Rep State:	NV
Rep Zip:	89117
Rep Phone:	702-256-6022
Rep Fax:	702-254-4733
Rep Email:	genzerconsulting@cox.net

MOD-54816

CLV Planning - Application Form

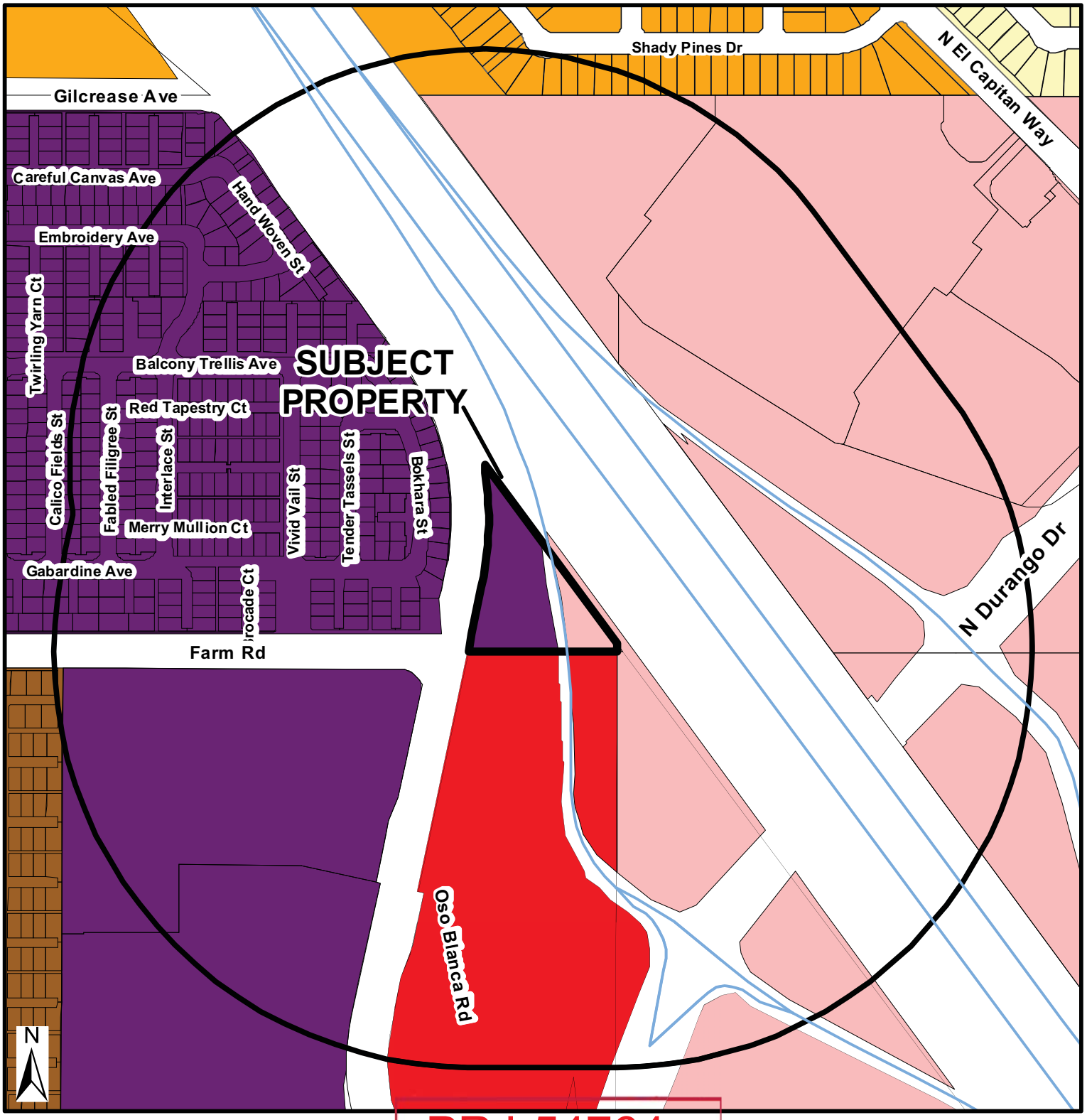
I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission. I Accept:	Yes
Is the Owner Information Correct:	No
If no, ...change what	Last name of applicant is O'Neill (two "l's")

Owner(s)	ADDR1	ADDR2
RYAN B. O'NEIL	1224 S. RIVER ROAD #B215	SAINT GEORGE, UT 84790

CLVEPLAN Applicant	Company	Title	Email
Bob Genzer	Genzer Consulting	Owner	genzerconsulting@cox.net

MOD-54816

MOD-54816



Town Center Land Use

- General Commercial (GC-TC)
- Service Commercial (SC-TC)
- Urban Center Mixed-Use (UC-TC)
- Suburban Mixed-Use (SX-TC)
- Main Street Mixed-Use (MS-TC)
- Employment Center Mixed-Use (EC-TC)
- Low Residential (L-TC)
- Medium Residential (M-TC)
- Medium-Low Residential (ML-TC)
- Medium-Low Attached Residential (MLA-TC)
- Public Facilities (PF-TC)
- Right of Way (ROW)

General Plan Amendment

- PCD - Planned Community Development
- ML - Medium - Low

PRJ-54764
07/16/14

FROM SX-TC AND SC-TC TO GC-TC

- Subject Property
- 1000ft Buffer
- City Limits

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

Date: Tuesday, July 01, 2014

MOD-54816 [PRJ-54764] - MAJOR MODIFICATION - APPLICANT/OWNER: RYAN O'NEILL
7610 OSO BLANCA ROAD

07/03/14

June 25, 2014

Mr. Flinn Fagg, AICP, Director
City of Las Vegas Department of Planning
333 N. Rancho Drive
Las Vegas, NV 89106

Re: APN: 125-17-210-448

Dear Mr. Fagg:

This letter is submitted as justification for an application for a Major Modification of the Town Center Land Use Plan. The parcel is located in Ward 6, on the east side of Oso Blanca Road, and northwest of the Durango Drive/US-95 interchange. The adjacent land uses are single family residential and a condominium (apartment) complex on the west side of Oso Blanca. The US-95 southbound off-ramp to Durango Drive bisects the east side of the property.

The existing land use designations for the property are SX-TC (Suburban Mixed Use-Town Center) and SC-TC (Service Commercial-Town Center). The SC-TC portion of the property is severed by and east of the US-95 off-ramp which makes it virtually unusable. The Suburban Mixed Use, which constitutes the usable portion of the property, is characterized as being reflective of suburban development that utilizes vertical and horizontal character elements to maximize employment and housing opportunities in developments with imaginative adjacency standards. In reviewing the current land uses within the area it is our belief that SX-TC was a proper designation for the property had it been developed as part of the single family homes on the west side of Oso Blanca Road, but in its current somewhat triangular configuration of only 1.77 acres it cannot be developed with SX-TC uses and standards.

The applicant is requesting to change the land use plan to GC-TC (General Commercial-Town Center) to allow development of the property with an as yet undetermined commercial use. GC-TC is the designation of the adjacent property to the south, the northern portion of which was approved for a mini-storage facility by the Planning Commission on February 11, 2014 (SDR-52440). Our research has further shown that at one time this relatively small parcel was part of a proposed retail center (SDR-23483) which was approved by the City Council on October 17, 2007, so there is a history of potential commercial use for the property.

MOD-54816

PRJ-54764
06/26/14

As the applicants representative for this application I will be happy to provide any additional information you may require or respond to any questions you may have. Thank you for your consideration.

Respectfully,

Robert S Genzer

Robert S Genzer
Genzer Consulting
9612 Hawksbill Ct.
Las Vegas, NV
89117-0646
702-256-6022 or 702-281-7496

MOD-54816

PRJ-54764
06/26/14

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.46⁰
0004279218 JUL 31 2014
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

RECEIVED
AUG 07 2014
City of Las Vegas
Dept. of Planning

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 Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. 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.

MOD-54816 [PRJ-54764]
Planning Commission Meeting of 8/12/2014

Case: MOD-54816
12517211229
HANSON SCOTT A & LISA R
441 W EXCHANGE ST #203
FREEPORT IL 61032-4084

Submitted after final agenda
Date 08/07/14 Item 17 P

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

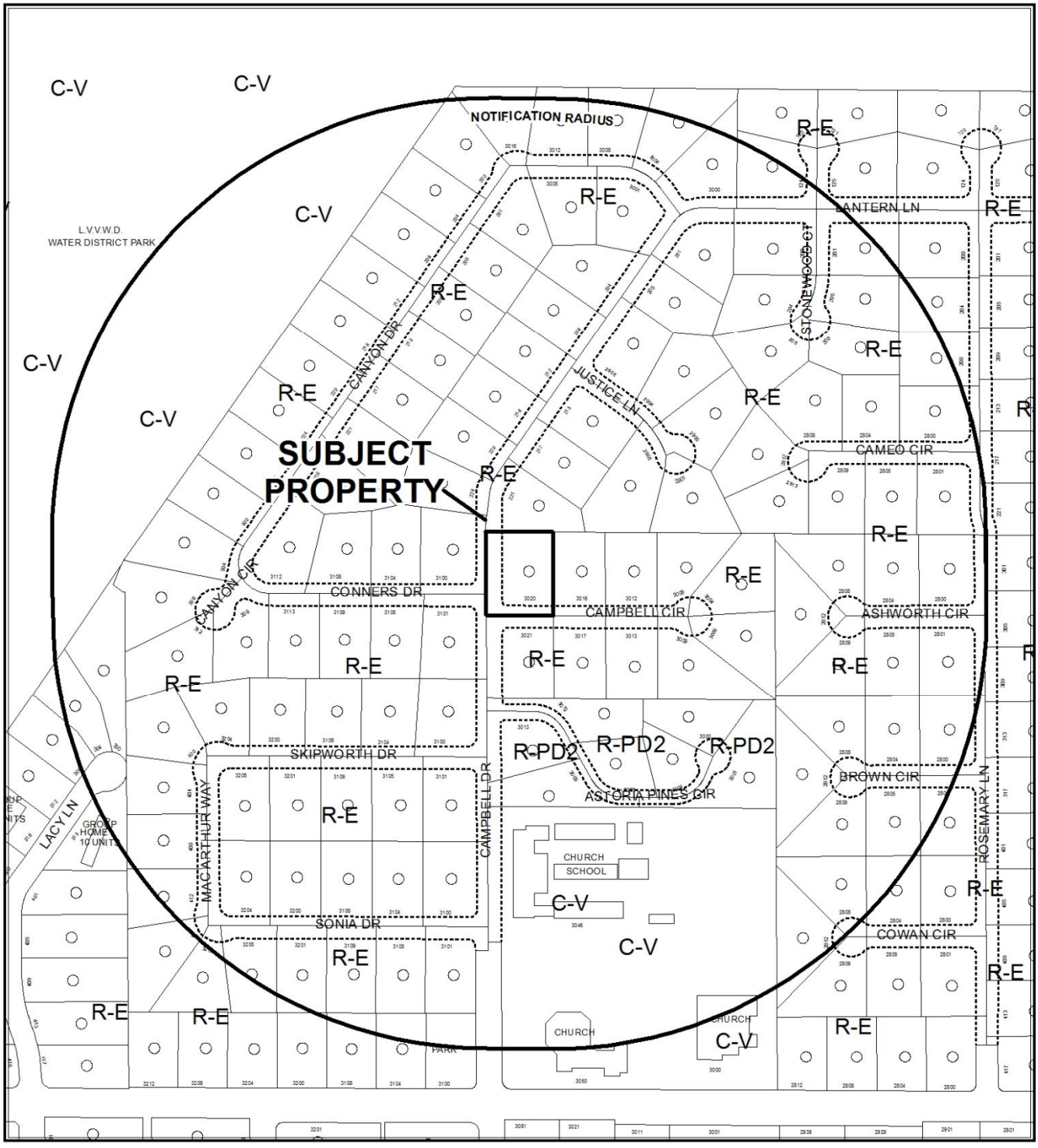
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-54750 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: DONNER 2002 TRUST - For possible action on a request for a Variance TO ALLOW A FIVE-FOOT REAR YARD SETBACK WHERE TEN FEET IS REQUIRED FOR A PROPOSED 540 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS II) [POOL HOUSE] on 0.68 acres at 3020 Campbell Circle (APN 139-32-212-001), R-E (Residence Estates) Zone, Ward 1 (Tarkanian) [PRJ-54651]. Staff recommends DENIAL. The Planning Commission (4-0-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**5**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (4-0-1 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards and Support Letters



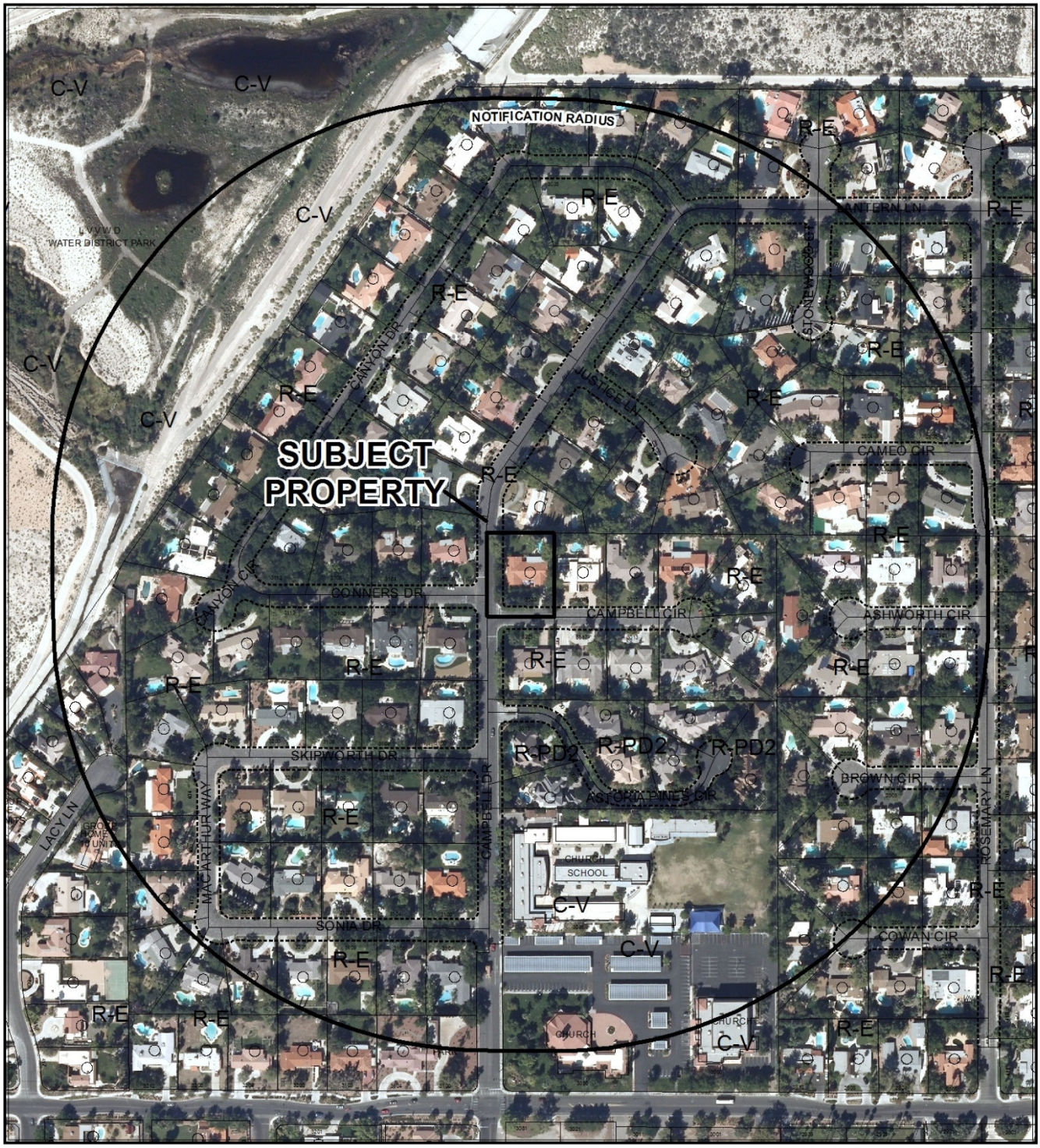
0 200 400 Feet

CASE: **VAR-54750 (PRJ-54651)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N



0 200 400
Feet

CASE: **VAR-54750 (PRJ-54651)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: DONNER 2002 TRUST

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-54750	Staff recommends DENIAL, if approved subject to conditions:	N/A

**** CONDITIONS ****

VAR-54750 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Variance to allow a five-foot rear yard building setback where 10 feet is the minimum requirement for a proposed 540 square-foot Accessory Structure (Class II) [pool house]. The site is located at 3020 Campbell Circle, in an R-E (Residence Estates) zoning district. No substantial evidence has been presented to warrant the requested Variance. As such, the hardship is self-imposed and staff must recommend denial of this request.

ISSUES

- A Variance is required to allow a five-foot rear yard building setback for an (Accessory Structure (Class II) [pool house] structure where 10 feet is the minimum required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/19/02	The City Council approved a General Plan Amendment (GPA-0047-01) request form R (Rural Density Residential) to DR (Desert Rural Density Residential) in accordance with the recommendations of the Rancho Charleston Land Use Study and Strategic Plan. The Planning Commission and staff recommended denial.
08/12/14	The Planning Commission recommends APPROVAL.

Most Recent Change of Ownership	
03/12/14	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
1976	The principal dwelling was constructed.
12/13/05	A complaint (#36906) was filed with Code Enforcement for the construction of a block wall without permits. The complaint was resolved on 12/30/05.
03/17/14	A building permit (#256359) was issued for interior demo. The permit has not been finalized as of 07/16/14.
04/09/14	A building permit (#257834) was issued for a room addition and patio cover. The permit has not been finalized as of 07/16/14.

Related Building Permits/Business Licenses	
04/09/14	A building permit (#257835) was issued for a block wall. The permit has not been finalized as of 07/16/14.
04/28/14	A building permit (#258970) was issued for a block wall. The permit has not been finalized as of 07/16/14.
06/04/14	A building permit (#261732) was issued to raise the wall height of the rear wall from five-foot, six-inches to seven feet. The permit has not been finalized as of 07/16/14.
05/22/14	A building permit (#260819) was issued for a 540 square-foot pool house with a rear yard setback of 10 feet. The permit has not been finalized as of 07/16/14.

Pre-Application Meeting	
06/17/14	A pre-application meeting was held with the applicant's designated representative to discuss the submittal requirements for a setback variance.

Neighborhood Meeting
A neighborhood was not required, nor was one held.

Field Check	
07/03/14	A field inspection was conducted on the subject site, which revealed the foundation for the proposed structure is formed approximately five-foot from the property line and the entire site is under construction.

Details of Application Request	
Site Area	
Net Acres	0.68

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single-Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)
North	Single-Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)
South	Single-Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
East	Single-Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)
West	Single-Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)

Master Plan Areas	*Compliance*
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
Rural Preservation Overlay District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to 19.060.060 for Accessory Structures, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Setbacks			
• Side	10 Feet	34 Feet	Y
• Rear	10 Feet	5 Feet	N
Min. Separation Distance	6 Feet	32 Feet	Y
Max. Lot Coverage of side and rear yard	50 %	6 %	Y

ANALYSIS

This application is a request for a Variance to allow a 540 square-foot Accessory Structure (Class II) [pool house] to be constructed five-foot from the rear property line. The pool house will cover approximately six percent of the rear and side yard area. As proposed, the structure will encroach five feet into the side yard setback, which represents a 50 percent setback reduction. Building Permit (#260819) was issued with a rear yard setback of 10 feet for this proposed pool house. If this Variance is approved, then Building Permit (#260819) may be revised to reflect the reduced setback.

This application has been properly noticed to governmental and outside agencies. The Las Vegas Valley Water District (LVVWD) was the only agency that responded with the comments below:

"The property is currently served but plumbing calculations for the proposed pool house/casita will need to be submitted to LVVWD to determine if the existing meter can meet the additional demand."

The requested Variance does not comply with setbacks for R-E (Residence Estates) zoning district and the reduced setback is not consistent with the characteristics of single-family homes on large lots in the Rural Preservation Overlay District. Additionally, the lot is not irregular in shape and there are no unique site characteristics. This application is the result of a self-imposed hardship; therefore, staff recommends denial this request.

FINDINGS (VAR-54750)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing to construct an Accessory Structure (Class II) [pool house] in the required rear yard setback. Alternatively, the pool could be constructed with the required 10-foot rear yard setback as approved by Building Permit (#260819) and in conformance with Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 22

NOTICES MAILED 135 (By City Clerk)

APPROVALS 5

PROTESTS 1

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-54750 APN: 139-32-212-001

Name of Property Owner: Donner 2002 Trust

Name of Applicant: Andrew Donner

Name of Representative: Todd McBrayer

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: Andrew Donner

Subscribed and sworn before me

This 23rd day of June, 20 14

_____

Notary Public in and for said County and State

MIKKI G HARTMAN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: June 15, 2015
Certificate No: 05-98887-1

PRJ-54651
06/24/14

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Rear Yard Setback Variance

Project Address (Location) 3020 Campbell Circle, Las Vegas, Nevada 89101

Project Name Donner Residence Pool House **Proposed Use** Accessory Structure

Assessor's Parcel #(s) 139-32-212-001 **Ward #** 1

General Plan: existing DR proposed DR **Zoning:** existing R-E proposed R-E

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** 1 **Density** _____

Additional Information 540 SF pool house (Class II accessory structure), reduce rear yard from 10'-0" to 5'-0".

PROPERTY OWNER Donner 2002 Trust **Contact** Andrew Donner

Address 3020 Campbell Circle **Phone:** (702) 953-4320 **Fax:** (702) 528-6111

City Las Vegas **State** NV **Zip** 89101

E-mail Address andrew.donner@rgglv.com

APPLICANT Same as property owner **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE Breslin Builders **Contact** Todd McBrayer

Address 5525 Polaris Ave, Suite B **Phone:** (702) 798-3977 **Fax:** (702) 798-3908

City Las Vegas **State** NV **Zip** 89118

E-mail Address tmcbrayer@breslinbuilders.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Andrew Donner

Subscribed and sworn before me

This 23rd day of June, 20 2014.

_____

Notary Public in and for said County and State

MIKKI G HARTMAN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: June 15, 2015
Certificate No: 05-96887-1

FOR DEPARTMENT USE ONLY

Case #	VAR-54750
Meeting Date:	08/12/14 PC
Total Fee:	
Date Received:*	
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.

PRJ-54651
06/24/14

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

SCHEDULE C
Protectors of the Trust

Initial Protector.

As of the date of this Trust Agreement, the Protector of all of the Trusts hereby governed is Andrew B. Donner.

Alternate Protectors.

Any vacancy in the office of Protector shall be filled in the manner provided in Section 16.2 hereof. As provided in Section 16.2, the following persons shall act, successively in the order named, as alternate or successor Protectors of the Trusts hereby governed: Belinda S. Donner, of Clark County, Nevada; Steven Mack, of Las Vegas, Nevada; Daniel S. Donner, of San Francisco, California; and Michael D. Donner, of Oakland, California.

VAR-54750

PRJ-54651
06/24/14

1.6.9 "Governing Law" shall mean the laws that govern the administration of any Trust governed by this Trust Agreement, as provided in Article XI hereof (relating to Governing Law).

1.6.10 "Issue" or "Descendants" means all Persons who are descended from the Person referred to for purposes of intestate succession as determined under the laws of Nevada as those laws exist on the date of this Trust Agreement. However, for purposes of the foregoing, an adopted Person shall be considered as descended from the Person referred to only if he has been adopted while under the age of eighteen.

1.6.11 "Person" includes an individual and a Business Entity. "Person" also includes a statutory body or office, an instrumentality of government, a public authority, or court or administrative tribunal.

1.6.12 "Protector" means the Person or Persons named in Schedule C, or such other Person or Persons who from time to time hold such position in accordance with Article XVI of this Trust Agreement (relating to Appointment of the Protector).

1.6.13 "Trust Estate" means:

(a) The sum of Ten Dollars ($10.00) deposited in trust hereunder from the Grantors, the receipt of which is acknowledged by the Trustees. Upon termination of the Trust such sum as may remain as part of the Trust Estate may be applied to the administrative expenses of terminating the Trust;

(b) Any assets added thereto at any time pursuant to the provisions of this Trust Agreement; and

(c) All principal accretions, investments, reinvestments, income (accrued or unaccrued), accumulations of income, proceeds or other property from time to time representing or derived from the assets referred to in (a) and (b) above.

1.7 Interpretation. The following provisions shall govern the construction and interpretation of this Trust Agreement:

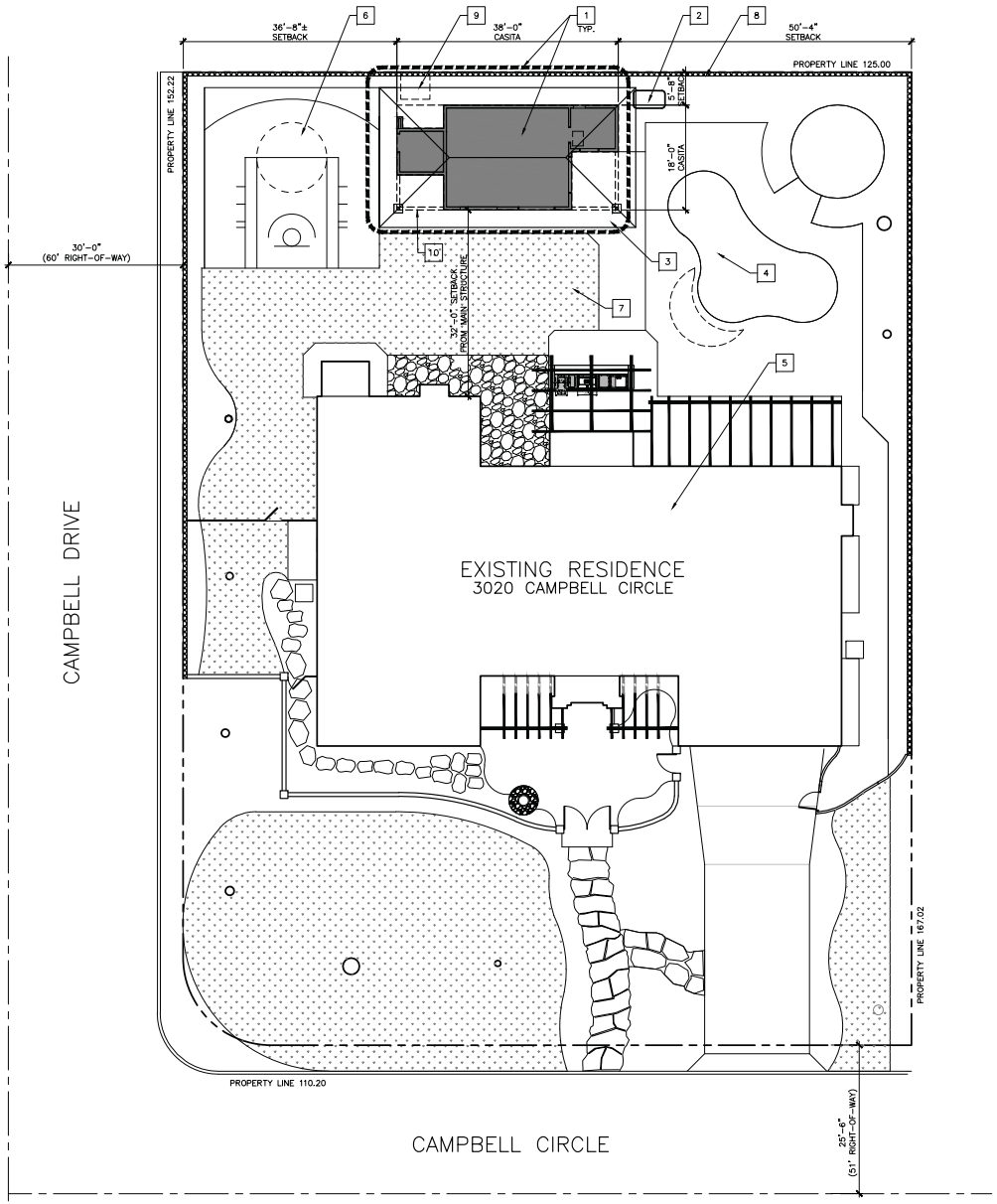
1.7.1 Gender and Number. The singular includes the plural and vice versa. The masculine includes the neuter and vice versa, and each includes the feminine.

1.7.2 Notices. Where the terms of this Trust Agreement require any notice to be given then, unless otherwise provided, such notice shall be deemed to have been received 10 days after the date of its posting by registered air mail, or if sent by electronic means including facsimile, immediately upon confirmation of the satisfactory dispatch of the notice having been received by the sender.

1.7.3 Counterparts; Originals. This Agreement may be signed in any number of counterparts. Any single counterpart or a set of counterparts signed in either case by all the

PRJ-54651
06/24/14

VAR-54750



SITE PLAN

SCALE: 1" = 10'-0"

SCALE: 1" = 1'-0"

Keynotes:

1. NEW POOL HOUSE (CASITA) LOCATION. SEE SHEET A1.00 FOR MORE INFORMATION. FINISH FLOOR TO BE SET 6" ABOVE THE EXISTING MAIN STRUCTURE SINGLE FAMILY RESIDENCE. SCOPE OF AREA UNDER THIS PERMIT.
2. EXISTING TREE TO REMAIN.
3. NEW 4"±. CONCRETE SIDEWALK TO BE POURED NEXT TO EXISTING CONCRETE POOL DECK. PROVIDE NEW FINISH OVER EXISTING AND NEW TO MATCH.
4. EXISTING POOL TO REMAIN AND BE PROTECTED IN PLACE.
5. EXISTING HOUSE REMODEL UNDER SEPARATE PERMIT PREVIOUSLY ISSUED.
6. NEW SPORT COURT AS PART OF PREVIOUSLY ISSUED PERMIT.
7. NEW LANDSCAPING.
8. EXISTING CMU BLOCK WALL TO REMAIN IN PLACE.
9. NEW LOCATION FOR RELOCATED POOL EQUIPMENT, FIELD COORDINATE REQUIREMENTS FOR LOCATION ADJUSTMENT.
10. NEW CONCRETE SIDEWALK.

LEGAL DESCRIPTION:

PARCEL 1:
LOT ONE (1) IN BLOCK ONE (1) OF RANCHO NEVADA ESTATES UNIT NO. 4, AS SHOWN ON MAP THEREOF ON THE FILE IN BOOK 15 OF PLATS, PAGE 46, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

TOGETHER WITH THAT PORTION OF SAID LAND, THAT WOULD PASS BY THE OPERATION OF LAW, AS VACATED BY THAT CERTAIN ORDER OF VACATION RECORDED OCTOBER 15, 1997 IN BOOK 971015 AS INSTRUMENT NO. 01103 OF OFFICIAL RECORDS.

PARCEL 2:
A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN THAT CERTAIN DECLARATION OF COVENANTS AND EASEMENTS RANCHO NEVADA – NEVADA ESTATES RECORDED NOVEMBER 29, 1995 IN BOOK 951129 AS INSTRUMENT NO. 01108 OF OFFICIAL RECORDS.

APN:
139-32-212-001

MORE COMMONLY KNOWN AS:
3020 CAMPBELL CIRCLE, LAS VEGAS, NEVADA 89107

General Notes:

1. COORDINATE EXISTING CONDITIONS PRIOR TO STARTING ANY WORK. ANY MAJOR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE CONTRACTOR/DESIGNER IMMEDIATELY.
2. CARE SHALL BE TAKEN TO ENSURE EXISTING CONDITIONS TO REMAIN ARE PROTECTED IN PLACE. ANY DAMAGE TO EXISTING TO REMAIN AREAS WILL REPAIRED AT SUBCONTRACTOR'S EXPENSE.
3. CARE SHALL BE TAKEN TO ENSURE EXISTING AREAS BEING OCCUPIED (I.E. ROAD, NEIGHBOR YARDS, ETC.) SHALL REMAIN AND LEFT IN A CLEAN MANNER WHERE POSSIBLE AND CLEANED AFTER EACH USE.
4. FIELD VERIFY EXISTING CONDITIONS TO ENSURE ALL REQUIRED ACCESS PANELS, HOLES, AND OTHER COVERS ARE PROVIDED AS TO NOT BURY ANY CLEAN OUTS, INSPECTION TESTS, VALVES, AND OTHER SIMILAR ITEMS. COORDINATE WITH M.P.E SHEETS FOR APPLICABLE REQUIREMENTS PRIOR TO CLOSING IN WALLS.

REVISIONS		
Mark	Date	Description

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CONTRACTOR

THESE PLANS ARE PREPARED AND SUBMITTED BY THE CONTRACTOR AS A CATEGORY AUTHORIZED BY THE STATE OF NEVADA

BRESIN BUILDERS — COMPANY NAME
JACK BRESIN — CONTRACTOR'S LICENSEE
0018169 — CONTRACTOR'S LICENSE #
TODD McBRAYER — PLANS PREPARED BY
CONTRACTOR'S CLASSIFICATION AND/OR ELECTRICAL CLASSIFICATION
SIGNATURE

Date: May 16, 2014
Project No.: 214A
Designed By: McBrayer
Checked By: TMM

BRESIN BUILDERS
5525 POLARIS AVENUE, SUITE B
LAS VEGAS, NEVADA 89118
(702) 798-3977
FAX (702) 798-3908
DESIGN AND CONSTRUCTION
LICENSED GENERAL CONTRACTOR
LICENSE #0018169

Project:
Donner Residence
3020 Campbell Circle
Las Vegas, Nevada 89107

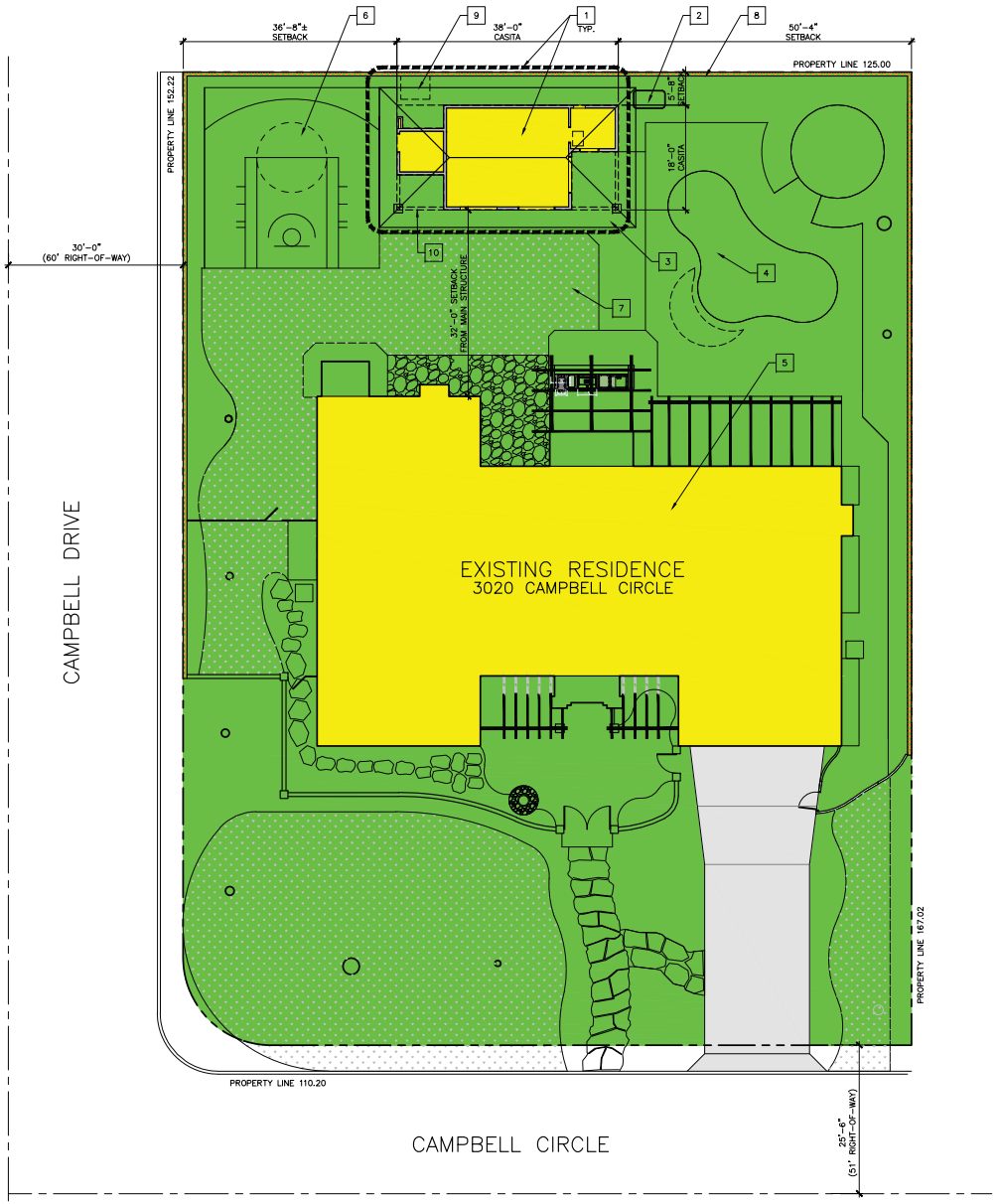
APN: 139-32-212-001

Pool House - Site Plan

VAR-54750

06/24/14

AS1.00



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APN:
139-32-212-001

MORE COMMONLY KNOWN AS:
3020 CAMPBELL CIRCLE, LAS VEGAS, NEVADA 89107

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REVISIONS

Mark	Date	Description

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CONTRACTOR

THESE PLANS ARE PREPARED AND SUBMITTED BY THE CONTRACTOR AS A CATEGORY ACTING UNDER THE FOLLOWING LICENSE

BRESIN BUILDERS — COMPANY NAME
0018169 — CONTRACTOR'S LICENSE #
TODD McBRAYER — PLANS PREPARED BY
JACK BRESIN — CONTRACTOR'S DESIGNATION (LOCK OR ELECTRICAL SIGNATURE OR PLUMBING OR MECHANICAL SIGNATURE)
SIGNATURE

Date: May 16, 2014
Project No.: 214A
Designed By: McBrayer
Checked By: TMM

BRESIN BUILDERS
5525 POLARIS AVENUE, SUITE B
LAS VEGAS, NEVADA 89118
(702) 798-3977
FAX (702) 798-3908
DESIGN AND CONSTRUCTION
LICENSED GENERAL CONTRACTOR
LICENSE #0018169

Project:
Donner Residence
3020 Campbell Circle
Las Vegas, Nevada 89107

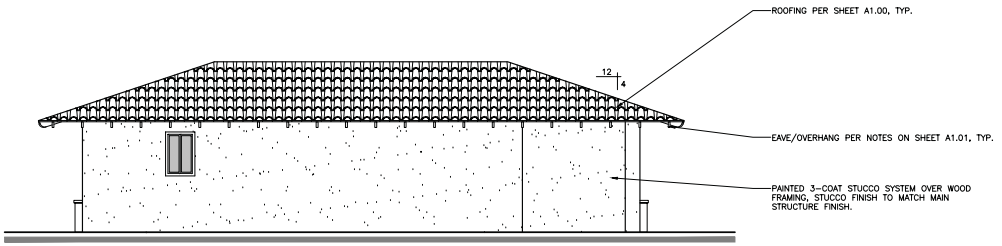
APN: 139-32-212-001

Pool House - Site Plan

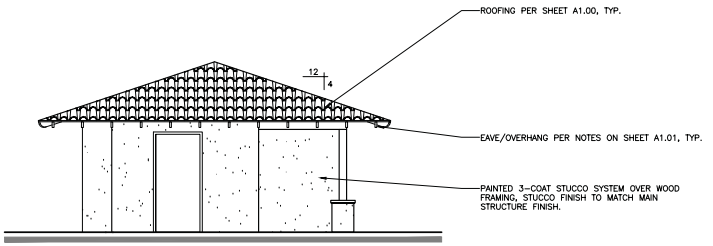
PRJ-54051
06/24/14

AS1.00

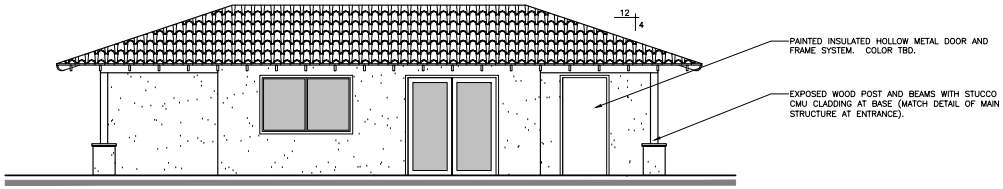
VAR-54750



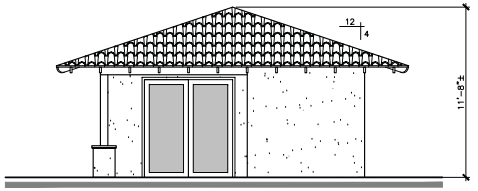
NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



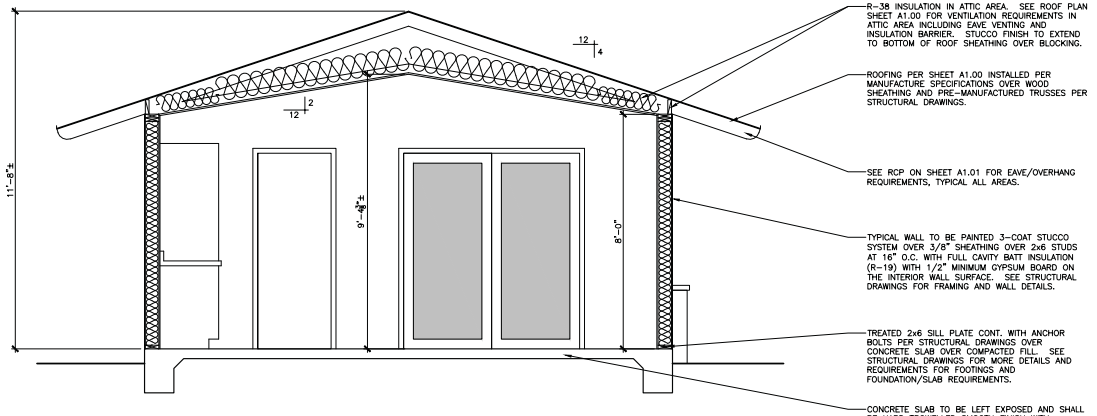
EAST ELEVATION

ELEVATIONS

SCALE: 1/4" = 1'-0"

0 2' 4' 8'

SCALE: 1/4" = 1'-0"



SECTION

SCALE: 1/2" = 1'-0"

PRJ-54651
06/24/14

REVISION

Mark	Date	Description

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CONTRACTOR

THESE PLANS ARE PREPARED AND SUBMITTED BY THE CONTRACTOR AS A CATEGORY AUTHORIZED UNDER NRS624.

BRESIN BUILDERS
CONTRACTOR NAME

JACK BRESIN
CONTRACTOR'S NAME (PRINT)

0018159
CONTRACTOR'S LICENSE

CONTRACTOR, JOURNEYMAN, APPRENTICE OR MASTER OR CLASS OF PLUMBING OR ELECTRICAL WORKER

TODD McBRAYER
PLANS PREPARED BY

SIGNATURE

Date:
May 16, 2014

Project No.:
214A

Designed By:
McBrayer

Checked By:
TMM

BRESIN BUILDERS
5525 POLARIS AVENUE, SUITE B
LAS VEGAS, NEVADA 89118
(702) 798-3977
FAX (702) 798-3908
DESIGN AND CONSTRUCTION
LICENSED GENERAL CONTRACTOR
LICENSE #0018159

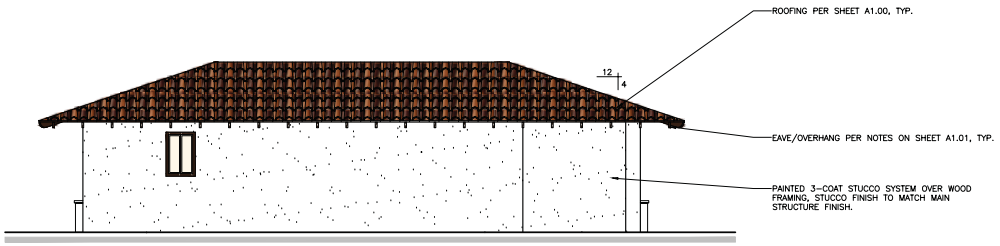
Project:
Donner Residence
3020 Campbell Circle
Las Vegas, Nevada 89107

APN: 139-32-212-001

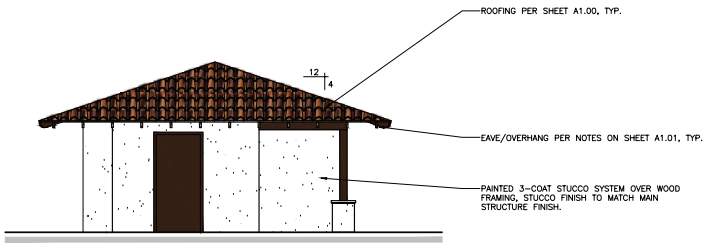
Pool House - Elevations and Section

A2.00

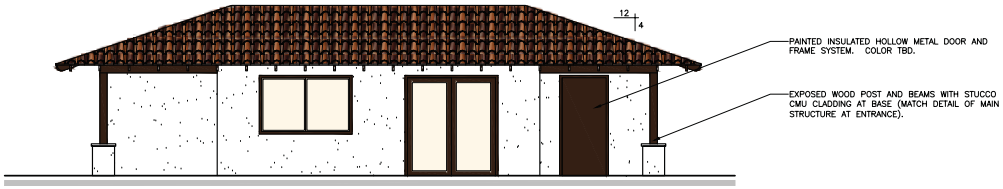
VAR-54750



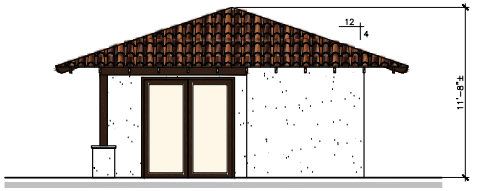
NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

ELEVATIONS

SCALE: 1/4" = 1'-0"

0 2' 4' 8'

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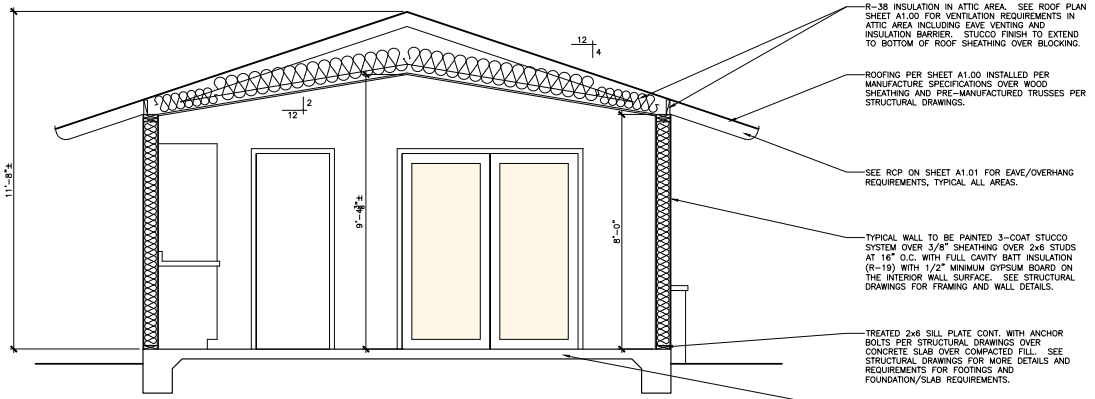

SECTION

SCALE: 1/2" = 1'-0"

PRJ-54651
06/24/14

VAR-54750

REVISIONS

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CONTRACTOR

THESE PLANS ARE PREPARED AND SUBMITTED BY THE CONTRACTOR AS A CATEGORY ACTIVITY AS DEFINED IN NRS 624.3161

BRESIN BUILDERS
COMPANY NAME

JACK BRESLIN
CONTRACTOR'S REPRESENTATIVE OR OWNER/BUILDER
ELECTRICAL SUBCONTRACTOR
PLUMBING SUBCONTRACTOR
MECHANICAL SUBCONTRACTOR

0018169
CONTRACTOR'S LICENSE #

TODD McBRAYER
PLANS PREPARED BY

SIGNATURE

Date:
May 16, 2014

Project No.:
214A

Designed By:
McBrayer

Checked By:
TMM

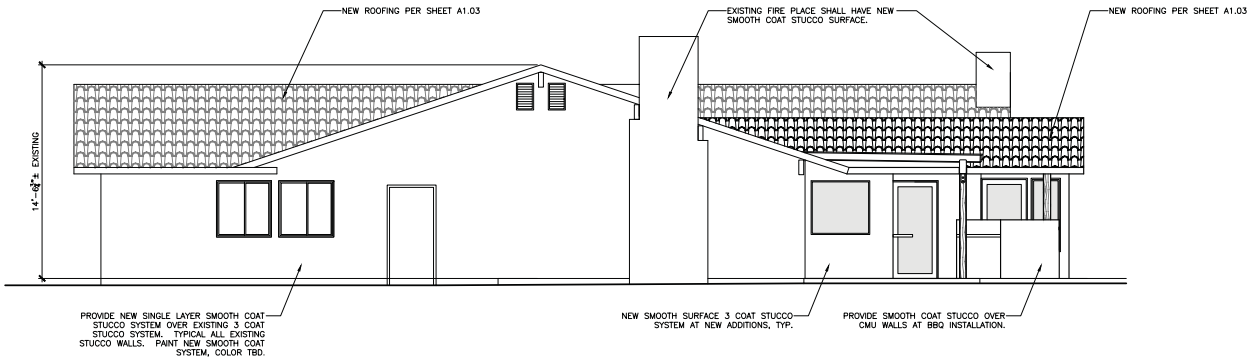
BRESLIN BUILDERS
5525 POLARIS AVENUE, SUITE B
LAS VEGAS, NEVADA 89118
(702) 798-3977
FAX (702) 798-3908
DESIGN AND CONSTRUCTION
LICENSED GENERAL CONTRACTOR
LICENSE #0018169

Project:
Donner Residence
3020 Campbell Circle
Las Vegas, Nevada 89107

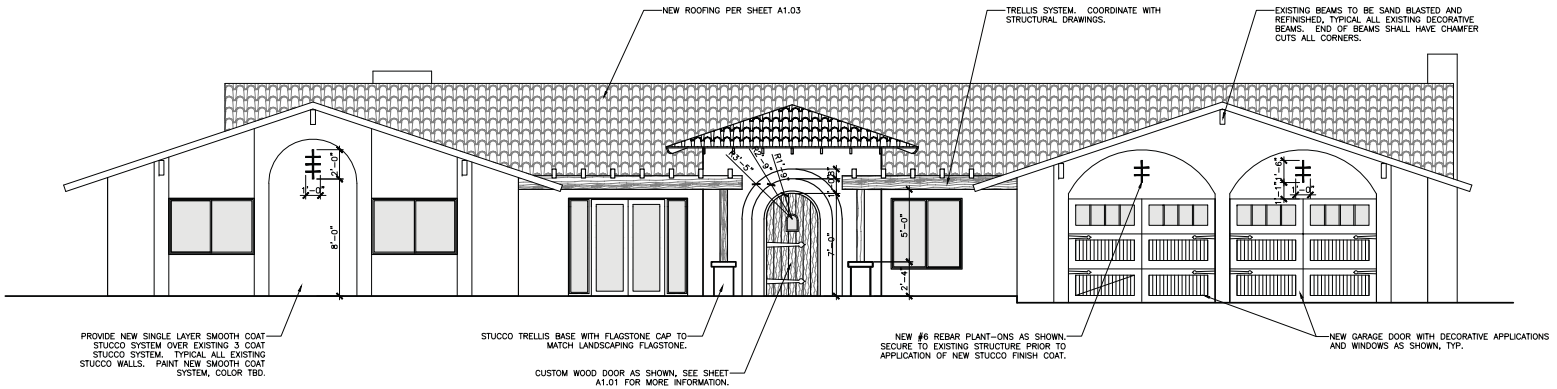
APN: 139-32-212-001

Pool House - Elevations and Section

A2.00



RIGHT SIDE ELEVATION – EAST ELEVATION



FRONT ELEVATION – SOUTH ELEVATION

EXTERIOR ELEVATIONS

SCALE: 1/4" = 1'-0"

0 2' 4'

SCALE: 1/4" = 1'-0"

PRJ-54651
06/24/14

VAR-54750

REVISIONS		
Mark	Date	Description

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CONTRACTOR

THESE PLANS ARE PREPARED AND SUBMITTED BY THE CONTRACTOR AS A CATEGORY ACTION/CONSTRUCTION DOCUMENTS

BRESLIN BUILDERS
COMPANY NAME

JACK BRESLIN
CONTRACTOR'S REPRESENTATIVE
CONTRACTOR'S CLASSIFICATION(S) OR ELECTRICAL CERTIFICATE NUMBER

0018169
CONTRACTOR'S LICENSE #

TODD McBRAYER
PLANS PREPARED BY

SIGNATURE

Date: May 16, 2014
Project No.: 214A
Designed By: McBrayer
Checked By: TMM

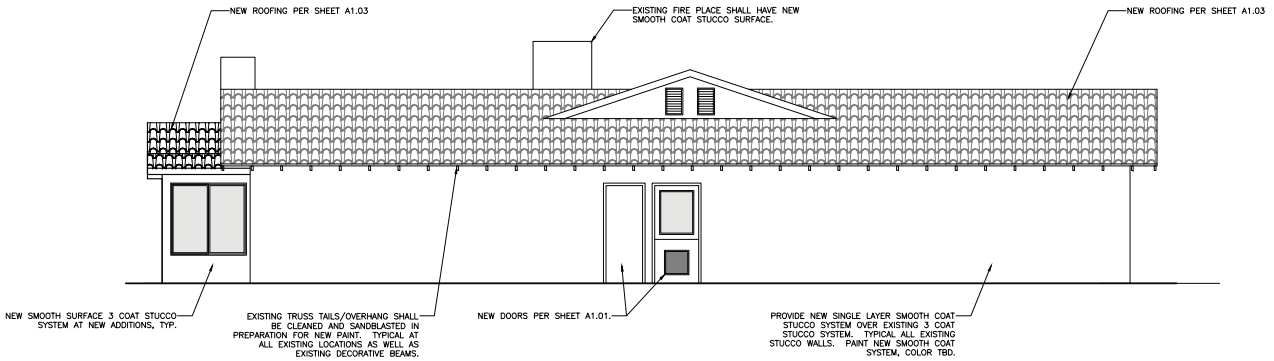
BRESLIN BUILDERS
5525 POLARIS AVENUE, SUITE B
LAS VEGAS, NEVADA 89118
(702) 798-3977
FAX (702) 798-3908
DESIGN AND CONSTRUCTION
LICENSED GENERAL CONTRACTOR
LICENSE #0018169

Project:
Donner Residence
3020 Campbell Circle
Las Vegas, Nevada 89107

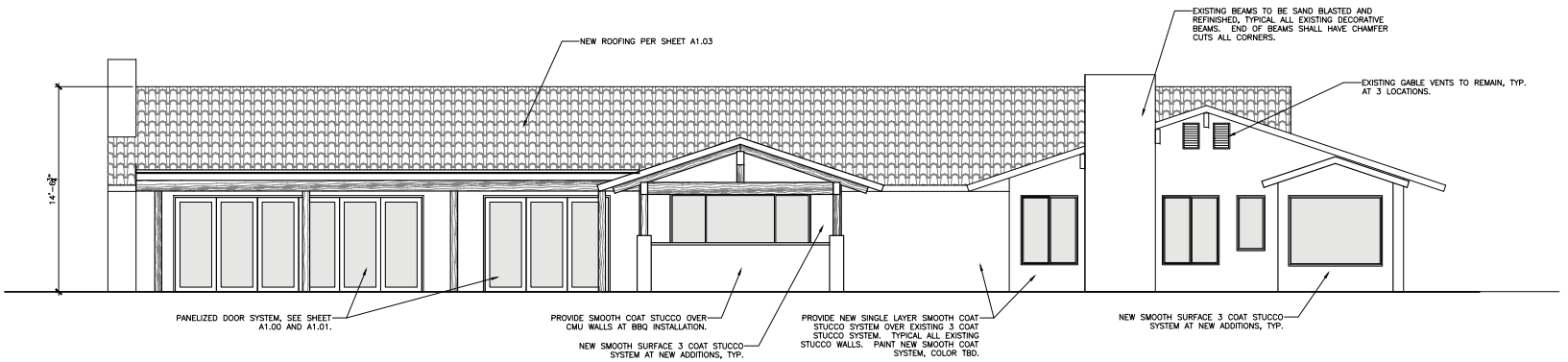
APN: 139-32-212-001

Exterior Elevations South and East

A2.00



LEFT SIDE ELEVATION – WEST ELEVATION



REAR ELEVATION – NORTH ELEVATION

EXTERIOR ELEVATIONS

SCALE: 1/4" = 1'-0"

0 2' 4'

SCALE: 1/4" = 1'-0"

PRJ-54651
06/24/14

VAR-54750

REVISIONS

Mark	Date	Description

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CONTRACTOR

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BRESIN BUILDERS
COMPANY NAME

JACK BRESIN
CONTRACTOR'S NAME OR SIGNATURE OF RESPONSIBLE MANAGING OFFICIAL OR ELECTRICAL QUALIFIED BUILDING OR ELECTRICAL NUMBER

0018169
CONTRACTOR'S LICENSE #

TODD McBRAYER
PLANS PREPARED BY

SIGNATURE

Date: May 16, 2014
Project No.: 214A
Designed By: McBrayer
Checked By: TMM

BRESIN BUILDERS
5525 POLARIS AVENUE, SUITE B
LAS VEGAS, NEVADA 89118
(702) 798-3977
FAX (702) 798-3908
DESIGN AND CONSTRUCTION
LICENSED GENERAL CONTRACTOR
LICENSE #0018169

Project:
Donner Residence
3020 Campbell Circle
Las Vegas, Nevada 89107

APN: 139-32-212-001

Exterior Elevations North and West

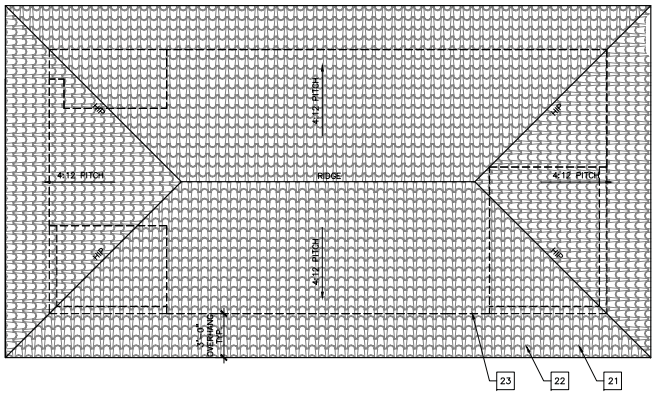
A2.01

CLAY TILE ROOFING SPECIFICATIONS:

1. PROVIDE TWO LAYERS OF 40# FELT OVER EXISTING OR NEW ROOF SHEATHING (PER STRUCTURAL DRAWINGS), DOUBLE WEAVE IN THE VALLEYS
2. INSTALL COPPER DRIP METAL
3. PROVIDE AND INSTALL 26 GA. GALVANIZED DOUBLE VEE VALLEY METAL AND WALL FLASHINGS
4. INSTALL GALVANIZED PRIMARY PIPE FLASHINGS WITH LEAD SECONDARY PIPE FLASHINGS
5. PAINT ALL EXPOSED FLASHINGS
6. INSTALL BORAL CLAY RUSTIC CARMEL TWO PIECE CAP AND PAN TILE, TRIM, AND BIRD STOP AS PER 2010 TRI SPECS
7. INSTALL MORTAR CEMENT AT RIDGES, HIPS, AND HEAD WALLS
8. PROVIDE 10 YEAR WARRANTY

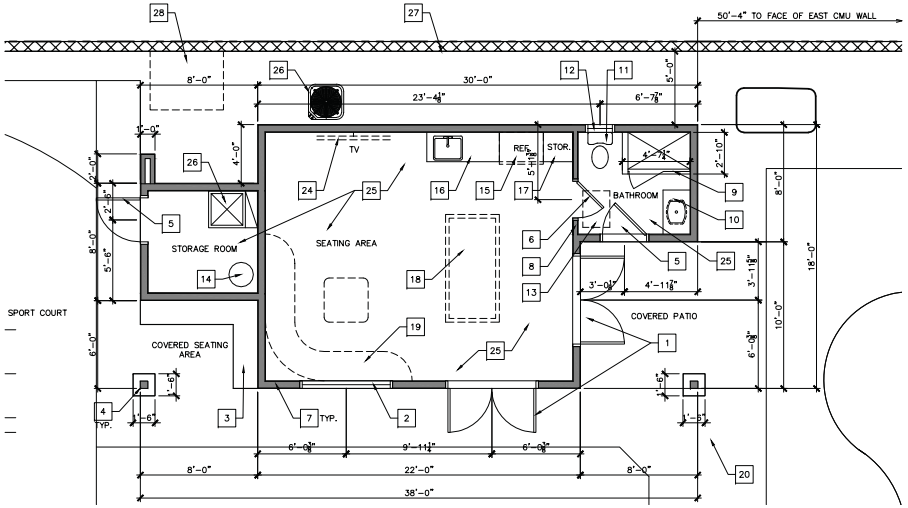
BUILT-UP ROOFING SPECIFICATION – 4 GNC BUILT-UP SYSTEM.

ALL WORK SHALL BE INSTALLED PER INDUSTRY STANDARDS AND PER IRC REQUIREMENTS.



ROOF PLAN

SCALE: 1/4" = 1'-0"



FLOOR PLAN

SCALE: 1/4" = 1'-0"

0 2' 4' 8'

SCALE: 1/4" = 1'-0"

Plan Notes:

1. PAIR 3068 PATIO DOORS INSTALLED PER MANUFACTURE SPECIFICATIONS.
2. 6040 SLIDER WINDOW TO MATCH SIMILAR STYLE TO MAIN HOUSE WINDOWS (CLAD EXTERIOR, PAINTED INTERIOR).
3. BENCH/SEAT BY OWNER (FF&E).
4. EXPOSED 6x6 WOOD POST PER S SHEETS WITH STUCCO CMU CLAD BASE. SEE ELEVATIONS.
5. 3068 PAINTED INSULATED METAL DOOR AND FRAME.
6. 2668 PAINTED WOOD DOOR AND FRAME TO MATCH MAIN STRUCTURE STYLE.
7. 2x6 STUD WALL AT 16"O.C. WITH R-19 THERMAL BATT INSULATION FULL CAVITY. COORDINATE WALL FRAMING WITH S SHEETS.
8. 2x4 STUD WALL AT 16"O.C. WITH R-13 SOUND BATT INSULATION FULL CAVITY. COORDINATE WALL FRAMING WITH S SHEETS.
9. TILED SHOWER ENCLOSURE WITH 28" SWINGING SHOWER GLASS DOORS PER IRC REQUIREMENTS.
10. 36" WIDE VANITY WITH STONE TOP AND MIRROR. COORDINATE WITH P SHEET FOR SINK REQUIREMENTS.
11. TOILET PER P SHEET.
12. 2030 DOUBLE HUNG WINDOW WITH OBSCURE GLASS.
13. 22"x30" ATTIC ACCESS, SEE SHEET A1.01.
14. NEW WATER HEATER SYSTEM PER PLUMBING SHEET.
15. NEW REFRIGERATOR, COORDINATE INSTALLATION WITH MANUFACTURE REQUIREMENTS INCLUDING ELECTRICAL REQUIREMENTS AND WATER HOOK-UP REQUIREMENTS.
16. CABINETRY WITH STONE TOP AND SINK PER P SHEETS.
17. 24"w. BUILT-IN STORAGE CABINET TO MATCH ADJACENT CABINETS WITH (5) ADJUSTABLE SHELVES.
18. POOL TABLE BY OWNER, CENTER LIGHT FIXTURE PER E SHEETS.
19. FURNISHINGS BY OWNER.
20. FIELD COORDINATE NEW SIDEWALK WITH EXISTING POOL DECK AREA.
21. HIP TILE ROOF TO MATCH SINGLE FAMILY RESIDENCE ROOFING SURFACE (INSTALLED UNDER SEPARATE PERMIT). INSTALL CASITA ROOFING PER MANUFACTURE SPECIFICATIONS AND WITH SIMILAR DETAILING TO MAIN STRUCTURE, SEE SPECS THIS SHEET.
22. PROVIDE ATTIC VENTILATION PER CALCULATIONS THIS SHEET.
23. LINE OF WALLS BELOW. COORDINATE WITH FLOOR PLAN.
24. WALL MOUNTED TV, PROVIDE IN WALL BACKING. COORDINATE TV SIZE AND BACKING REQUIREMENTS WITH OWNER AND AV CONTRACTOR.
25. CONCRETE FLOOR SHALL BE LEFT EXPOSED AND SHALL BE A HARD TROWELLED SMOOTH FINISH WITH COLORED CONCRETE, COLOR TBD.
26. MECHANICAL EQUIPMENT PER M SHEET.
27. EXISTING CMU BLOCK WALL ALONG PROPERTY LINE TO REMAIN AND BE PROTECTED IN PLACE.
28. RELOCATED POOL EQUIPMENT LOCATION.

Attic Ventilation Requirements/Calculations:

VENTILATION REQUIREMENTS:

ATTIC AREA = 648 SQUARE FEET
USING HIGH/LOW VENT METHOD = 1/300
FREE AREA REQUIRED = 2.16 SF OR 311 SQUARE INCHES

VENTILATION REQUIRED AT UPPER ATTIC AREA = 248.8 FREE AREA (80%)
VENTILATION REQUIRED AT LOWER ATTIC AREA = 62.2 FREE AREA (20%)

UPPER ATTIC AREA CALCULATIONS:

UPPER ROOF VENTS TO BE HALF ROUND ROOF DORMER VENTS BY C&J METALS (OR EQUAL), DM24, 99 FREE AREA. PROVIDE 3 LOCATIONS AT BACK SIDE OF ROOF (NORTH SIDE) EQUALLY SPACED WITHIN 3 FEET OF THE RIDGE LINE.

TOTAL FREE AREA PROVIDED = 297 SQUARE INCHES

LOWER ATTIC (EAVE) AREA CALCULATIONS:
NEW 3 INCH ROUND EAVE BLOCK VENTS, 3 PER BLOCK/BAY, 1.77 SQUARE INCHES FREE AREA EACH, 5.31 SI EACH BAY, 12 BAYS SHALL HAVE BLOCKING VENTS INSTALLED.

CARE SHALL BE TAKE TO ENSURE THE VENTS ARE NOT BLOCKED WHEN NEW ATTIC INSULATION IS INSTALLED. PROVIDE REQUIRED BARRIER AT VENTED LOCATIONS FOR FREE FLOW OF AIR.

General Notes:

1. COORDINATE EXISTING CONDITIONS PRIOR TO STARTING ANY WORK. ANY MAJOR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE CONTRACTOR/DESIGNER IMMEDIATELY.
2. CARE SHALL BE TAKEN TO ENSURE EXISTING CONDITIONS TO REMAIN ARE PROTECTED IN PLACE. ANY DAMAGE TO EXISTING TO REMAIN AREAS WILL REPAIRED AT SUBCONTRACTOR'S EXPENSE.
3. CARE SHALL BE TAKEN TO ENSURE EXISTING AREAS BEING OCCUPIED (I.E. ROAD, NEIGHBOR YARDS, ETC.) SHALL REMAIN AND LEFT IN A CLEAN MANNER WHERE POSSIBLE AND CLEANED DAILY FOR PROPER USE.
4. FIELD VERIFY EXISTING CONDITIONS TO ENSURE ALL REQUIRED ACCESS PANELS, HOLES, AND OTHER COVERS ARE PROVIDED AS TO NOT BURY ANY CLEAN OUTS, INSPECTION TESTS, VALVES, AND OTHER SIMILAR ITEMS. COORDINATE WITH M,P,E SHEETS FOR APPLICABLE REQUIREMENTS PRIOR TO CLOSING IN WALLS.

REVISION

Mark	Date	Description

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CONTRACTOR

THESE PLANS ARE PREPARED AND SUBMITTED BY THE CONTRACTOR AS A CATEGORY AUTHORIZED UNDER NRS624.

BRESLIN BUILDERS — CONTRACTOR'S NAME
0018169 — CONTRACTOR'S LICENSE
JACK BRESLIN — CONTRACTOR'S NAME (PRINTED)
CONTRACTOR, JOURNEYMAN, INSTITUTE OR MASTER OF OIL, LP PLUMBING OR ELECTRICAL NUMBER
SIGNATURE
TODD McBRAYER — PLANS PREPARED BY

Date: May 16, 2014
Project No.: 214A
Designed By: McBrayer
Checked By: TMM

BRESLIN BUILDERS
5525 POLARIS AVENUE, SUITE B
LAS VEGAS, NEVADA 89118
(702) 798-3977
FAX (702) 798-3908
DESIGN AND CONSTRUCTION
LICENSED GENERAL CONTRACTOR
LICENSE #0018169

Project:
Donner Residence
3020 Campbell Circle
Las Vegas, Nevada 89107

APN: 139-32-212-001

Pool House - Floor Plan Roof Plan

PRJ-54651

A1.00

VAR-54750

VAR-54750 [PRJ-54651] - VARIANCE - APPLICANT/OWNER: DONNER 2002 TRUST
3020 CAMPBELL CIRCLE

07/03/14

VAR-54750 [PRJ-54651] - VARIANCE - APPLICANT/OWNER: DONNER 2002 TRUST
3020 CAMPBELL CIRCLE

07/03/14

June 23, 2014

City of Las Vegas Planning Department
333 North Rancho Drive
Las Vegas, Nevada 89106

Re: Justification Letter - Rear Setback Variance Request – 3020 Campbell Circle

To Whom It May Concern:

Please accept this Letter of Justification for my variance request for approval to reduce the minimum rear year setback waiver for an accessory structure as outlined in Title 19, Section 19.06.060, Table 2, from the required 10'-0" to 5'-0". It is my desire to construct an accessory structure (Class II) to be used as a family oriented "pool house" in conjunction with other activities associated with a standard single-family residence back yard use, including the existing swimming pool and yard play area.

I am requesting this setback variance to allow for more usable open landscape and green space between the existing single-family residence and the new accessory structure. Rather than having an additional five feet on the north side (ten feet total if the intent of the code is met) of the proposed accessory structure that becomes no usable space and cannot be used for the living area of the yard, it is my desire to make this part of the usable play and open space of the existing backyard area. Based on the layout of my yard and the adjacent neighbor's yard, I find there is no need to provide the required ten feet separation per Title 19, as the requested five feet will still provide adequate separation from the adjacent property and still meet the intent of the code for separation.

Given the proposed location of the "pool house" on the property this reduced rear yard setback will have minimal, if any, impact on the one adjacent neighbor this will affect (221 Campbell Drive). In fact, the side yard of the neighbor's property consists of the south side of their garage and an access driveway to their backyard. Additionally, due to my parcel size and the proposed location on my property (being a corner lot), the only other adjacent neighbor (3016 Campbell Circle) to the east is not impacted by this request. Both neighbors have provided a letter of support for this variance.

In review of the surrounding neighborhood, I find this request is not out of line. Many of the other existing accessory structures currently constructed have a less than ten-foot setback. The proposed accessory structure will match the same styling and materials of the primary residence, which is currently undergoing a renovation to clean up and update the styling, landscaping, and other features.

The proposed reduction in the rear yard setback will not have a negative impact to the neighborhood while providing needed play and open space for my family. I respectfully request approval for this variance.

Respectfully,

Andrew B. Donner
3020 Campbell Circle

VAR-54750

PRJ-54651
06/24/14

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

Title 19 Uniform Development Code - Waiver of Development Standards
19.06.060 – Table 2: Rear Setback for an Accessory Structure

Adjacent neighbor approval letter

Re: Waiver request for reduction rear yard setback for an accessory structure at 3020 Campbell Circle

To Whom It May Concern:

I have met with Andrew Donner, the owner of 3020 Campbell Circle, regarding the proposed request for a reduction of the required minimum rear yard setback for accessory structures located on a R-E zoned property. Per the currently adopted Title 19 Uniform Development Code (UDC), Section 19.06.060, Table 2, a 10'-0" minimum rear yard setback is required for an accessory building on the same property of a primary single-family dwelling structure. The applicant is requesting this rear yard setback be allowed to be reduced to 5'-0" for the accessory structure use. It is my understanding that the proposed structure will be used as a "pool house" (which will contain a bathroom, open gathering space, and an equipment room) in conjunction with the backyard spaces, including the existing swimming pool.

APPROVED:

As an owner of an adjacent or neighboring property of 3020 Campbell Circle, I/we have no issues with the proposed reduction in the minimum rear yard setback requirements as outline above to allow for the proposed accessory structure.

Property Owner Name(s): Peter M Thomas

Property Owner Signature(s): P M Thomas

Property Owner Address: 3016 Campbell Cir.

Approval Date: 6/11/2014

VAR-54750

PRJ-54651
06/24/14

Title 19 Uniform Development Code - Waiver of Development Standards
19.06.060 – Table 2: Rear Setback for an Accessory Structure

Adjacent neighbor approval letter

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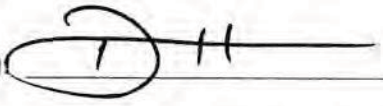
APPROVED:

As an owner of an adjacent or neighboring property of 3020 Campbell Circle, I/we have no issues with the proposed reduction in the minimum rear yard setback requirements as outline above to allow for the proposed accessory structure.

Property Owner Name(s): CHARLES "DEE" HOPPER

Property Owner Signature(s): 

Property Owner Address: 221 CAMPBELL DR, LV, NV 89107

Approval Date: JUNE 10, 2014

VAR-54750

PRJ-54651
06/24/14

Public Comment Form

Item Subject VAR-54750 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: DONNER 2002 TRUST - For possible action on a request for a Variance TO ALLOW A FIVE-FOOT REAR YARD SETBACK WHERE TEN FEET IS REQUIRED FOR A PROPOSED 540 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS II) [POOL HOUSE] on 0.68 acres at 3020 Campbell Circle (APN 139-32-212-001), R-E (Residence Estates) Zone, Ward 1 (Tarkanian) [PRJ-54651]. Staff recommends DENIAL.

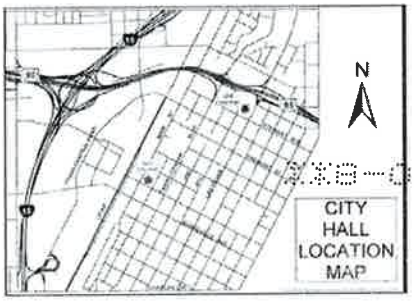
Tracking Number	PC08122014-25-1
Name	Glenn Woods
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89101
Comment	Approve
Vote	For

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.46⁰
0004279218 JUL 31 2014
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
AUG 07 2014
City of Las Vegas
Dept. of Planning

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 Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-54750 [PRJ-54651]
Planning Commission Meeting of 8/12/2014

Case: VAR-54750
13932110032
HUNTERTON C STANLEY
208 ROSEMARY LN
LAS VEGAS
NV 89107-3236

45 PRDGNMP 89107

Submitted after final agenda
Date 08/07/14 Item 25 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.46⁰
0004279218 JUL 31 2014
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

XXB-01-14 LV NV 891 XX

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City of Las Vegas
Dept. of Planning

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-54750 [PRJ-54651]
Planning Commission Meeting of 8/12/2014

Case: VAR-54750
13932212010
HECHT CHARLES M & RAZELLE FAM TR
HECHT CHARLES M & RAZELLE CO-TRS
3021 CAMPBELL CIR
LAS VEGAS
NV 89107-3219

45 PRDGNMP 89107

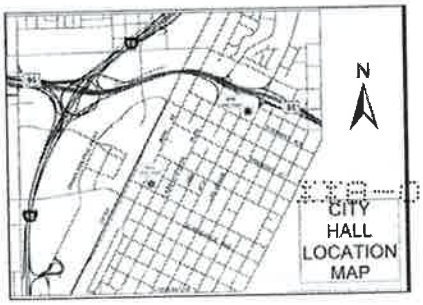
Submitted after final agenda
Date 08/06/14 Item 25 A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.46⁰
0004279218 JUL 31 2014
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



89-01-14 LV NV 891 XX

RECEIVED
AUG 07 2014
City of Las Vegas
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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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VAR-54750 [PRJ-54651]
Planning Commission Meeting of 8/12/2014

Case: VAR-54750

13932110022
CECCHI EDWARD
HOLDRIDGE REGAN
217 ROSEMARY LN
LAS VEGAS
NV 89107-3235

45 FRDGNMP 89107

Submitted after final agenda
Date 08/07/14 Item 25A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.46⁰
0004279218 JUL 31 2014
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing

XXB-01-14 LV NV 891 XX

RECEIVED
AUG 07 2014
City of Las Vegas
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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-54750 [PRJ-54651]
Planning Commission Meeting of 8/12/2014

Case: VAR-54750
13932110003
HANSON-JOLLY 1997 REV LIV TR
JOLLY JAMES N TRS
220 CANYON DR
LAS VEGAS
NV 89107-3222

45 FRDGNMP 89107

Submitted after final agenda
Date 08/07/14 Item 25A

08/08/2014 14:45 17022599989 CRIBARI ANN PAGE 01/01

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE FIRST CLASS
02 1M $ 00.46⁰
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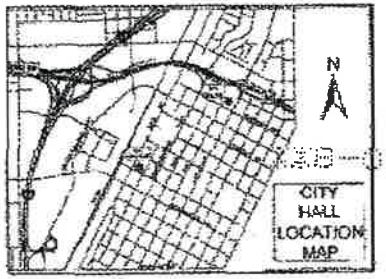
RECEIVED
AUG 11 2014
City of Las Vegas
Dept. of Planning



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 Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-54750 [PRJ-54651]
Planning Commission Meeting of 8/12/2014

Case: VAR-54750
1393221018
ON THE ROAD AGAIN TRUST
400 MACARTHUR WY
LAS VEGAS
NV 89107-3232

Submitted after final agenda
Date 08/11/14 Item 25A

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

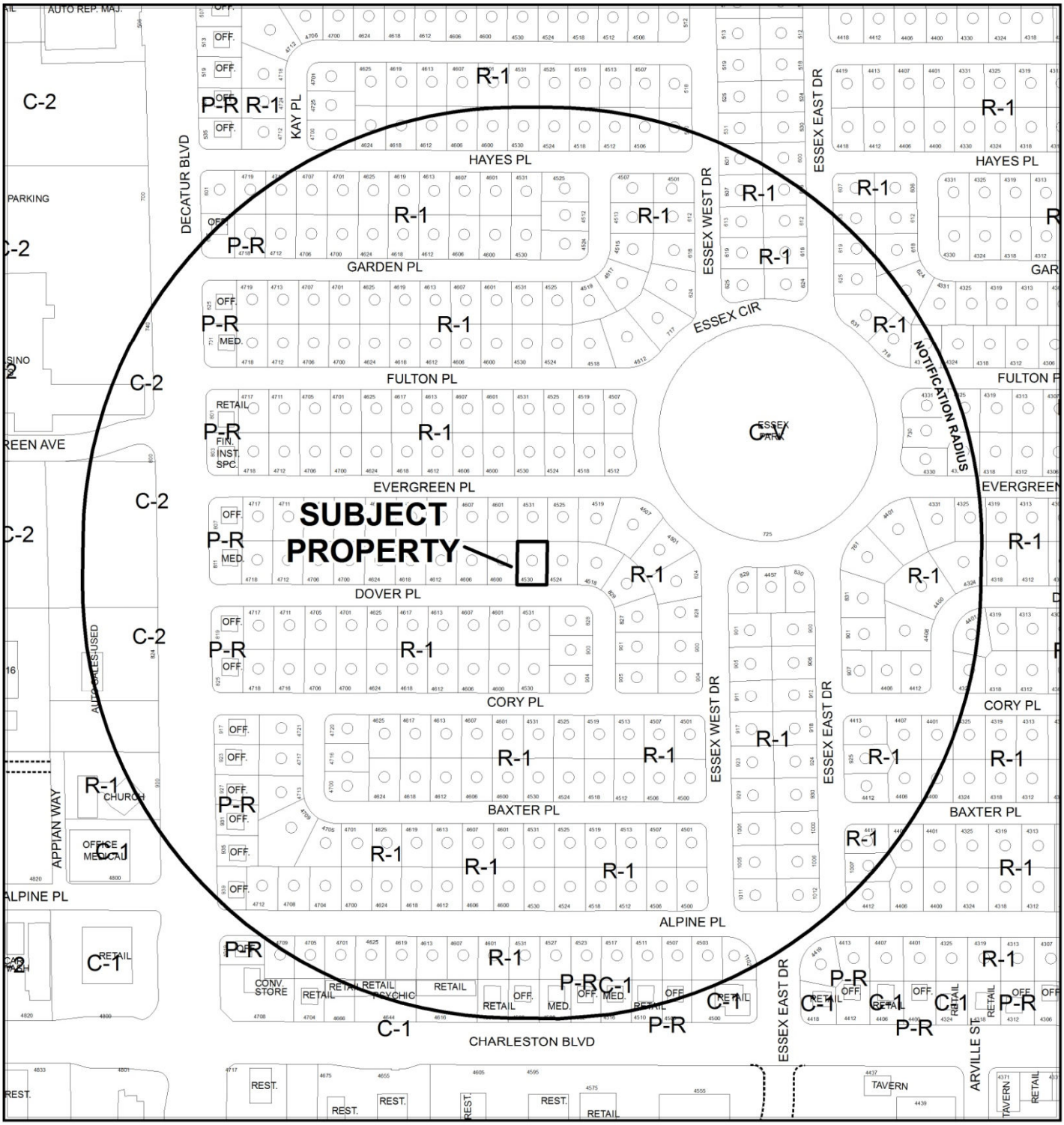
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-54820 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: LAURIE NADY FAMILY TRUST - For possible action on a request for a Variance TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR AN EXISTING PATIO COVER on 0.15 acres at 4530 Dover Place (APN 139-31-410-026), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-54754]. Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**47**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards and Support Petition



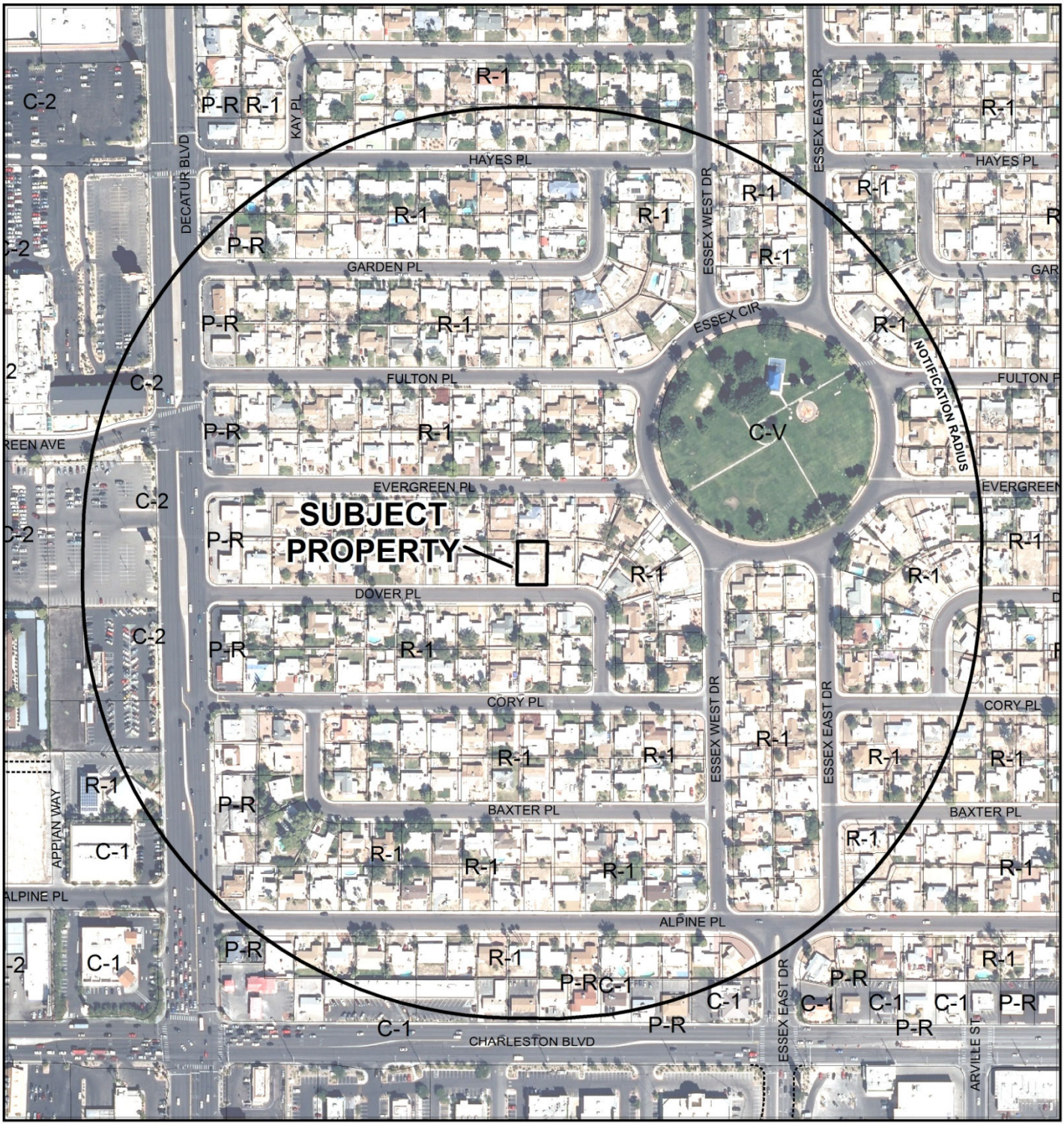
0 200 400 Feet

CASE: **VAR-54820 (PRJ-54754)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N



CASE: **VAR-54820 (PRJ-54754)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: LAURIE NADY FAMILY TRUST

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-54820	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

VAR-54820 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety within 180 days.

3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Variance to allow a zero-foot side yard setback where five feet is required for an existing patio cover located at 4530 Dover Place. The site is in an R-1 (Single Family Residential) zoning district. The hardship is self-imposed. The structure does not conform to code and was built without permits. For these reasons, staff recommends denial of this request. If this request is denied, then the patio cover must be reconfigured to conform to current code requirements or be removed.

ISSUES

- A Variance is required to allow a zero-foot side yard building setback for an existing patio cover where five feet is the minimum required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/13/51	The Board of City Commissioners approved a Rezoning (Z-0001-51) from R-A (Ranch Estates) to R-1(Single Family Residence) for the Hyde Park Tract for the property described as the SW1/4 of Section 31 Township 20 South Rang 61 East MDB& M. The Regional Planning Commission recommended approval.
05/22/52	The Board of City Commissioners approved a Tentative Map request for approximately 645 single-family homes on 160 acres of the land described as the SW1/4 of Section 31 Township 20 South Rang 61 East MDB& M.
12/23/52	The Board of City Commissioners approved a Final Map request for a portion of Hyde Park Subdivision #3. The Planning Commission recommended approval.
03/07/11	A complaint (#98672) was filed with Code Enforcement for the front yard covered in weeds and a broken window. The complaint was resolved on 08/02/11.
01/26/12	A complaint (#109747) was filed with Code Enforcement for work being performed without permits. The complaint was resolved on 08/07/12.
10/15/12	A complaint (#121068) was filed with Code Enforcement for work being performed without permits and conversion of a single family structure to multi-family dwelling. The complaint was resolved on 12/13/12.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/16/12	A complaint (#121080) was filed with Code Enforcement for work being performed without permits and conversion of a shed to an Accessory Structure (Class II). The complaint was resolved on 10/16/12.
12/18/12	A complaint (#123347) was filed with Code Enforcement for a rubble pile of concrete stored in the front yard. The complaint was resolved on 08/07/12.
02/04/13	A complaint (#124589) was filed with Code Enforcement for overgrown weeds in the front yard. The complaint was resolved on 02/05/13.
04/02/14	A complaint (#139545) was filed with Code Enforcement for construction of a patio cover and carport with permits. The complaint has not been resolved as of 07/23/14.
08/12/14	The Planning Commission voted to recommend APPROVAL.

Related Building Permits/Business Licenses	
06/03/09	A building permit (#140759) was issued for two storage sheds. The permit was finalized on 12/29/09.
08/06/12	A building permit (#215677) was issued for an interior remodel and Accessory Structure (Class II) [laundry room]. The permit was finalized on 05/28/13.
11/08/12	A building permit (#223551) was issued for plumbing to the laundry room. The permit was finalized on 11/08/12.
04/04/13	A building permit (#232969) was issued for block wall repairs. The permit was finalized on 05/29/13.

Most Recent Change of Ownership	
10/25/11	A deed was recorded for a change in ownership.

Pre-Application Meeting	
06/24/14	A pre-application meeting was held with the applicant's designated representative to discuss the submittal requirements for two setback Variances for an existing patio cover and Accessory Structure (Class II) [Shed].

Neighborhood Meeting
A neighborhood was not required, nor was one held.

Field Check	
07/03/14	A field inspection was conducted on the subject site revealed that the carport/patio cover exists and is close to if not over the existing property line.

Details of Application Request	
Site Area	
Net Acres	0.15

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single-Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
North	Single-Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
South	Single-Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
East	Single-Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
West	Single-Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (175 feet)	Y
Meadows Walkable Community Plan	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to 19.060.040 and 19.060.070 for a Patio Cover the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Setbacks			
• Side	5 Feet	0 Feet	N
• Rear	5 Feet	59 Feet	Y
Max. Building Height	12 Feet	8 Feet	Y

ANALYSIS

There was some confusion to what the residential development standards are for this property. The development standards for the Hyde Park Tract were established over a half-century ago in 1951 when a tract of land was Rezoned from R-A (Ranch Estates) to R-1(Single Family Residence). Chapter 24 of "The code of the City of Las Vegas Nevada 1949" determined the permitted uses and building requirements for this development. The required building setback for a building in an R-1 (Single Family Residential) zoning district was "ten percent of the width of the lot, but such side yard not exceed twenty-five feet and shall not be less than five feet in width." Chapter 24 Section 12 (D)(b) states: "Cornices, canopies, eaves or other similar feature not providing additional floor space within the building may extend into a required yard not to exceed two feet." The zoning code has changed a number of times over year since the original approval. This patio cover/carport was constructed within the last year and therefore; Title 19.060.040 and 19.060.070 detail the development standards (setbacks) for this patio cover/carport.

This application is a request for a Variance to allow an existing patio cover on the east property line where five feet is required. The patio cover is on the side yard property line, which represents a 100 percent setback reduction. The requested Variance does not comply with the minimum side yard setback for a R-1 (Single Family Residential) zoning district and is not consistent with the characteristics of single-family homes throughout the valley.

Several patio covers exist in the required setback area on Dover Place; however, only one received approval of a setback Variance. Every Variance is evaluated separately and the approval of one Variance does not guarantee the approval of another. This requested setback Variance is on a lot that is not irregular in shape and there are no unique site characteristics. The patio cover was constructed without permits and fails to meet code. This is a self-imposed hardship. Staff recommends denial of this request. If this Variance is denied, then the patio cover must be removed or reconfigured to conform to current code requirements.

FINDINGS (VAR-54820)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by constructing a patio cover on the property line without permits. Alternatively, the patio cover could be reduced in size and in a manner that would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 27

NOTICES MAILED 313 (By City Clerk)

APPROVALS 47

PROTESTS 3

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-54820** APN: 139-31-410-026

Name of Property Owner: Nady Laurie Family Trust & Nady Creighton J

Name of Applicant: C-Jay Nady

Name of Representative: Bill Curran - Ballard Spahr

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: Laurie Nady, Trustee

Print Name: Creighton J Nady
Laurie Nady

Subscribed and sworn before me

This 26th day of June, 2014

Diana Hansen

Notary Public in and for said County and State

State of Nevada County of Clark

DIANA L. HANSEN
Notary Public State of Nevada
No. 11-6244-1
My Appt. Exp. Sept. 29, 2015

PRJ-54754
06/26/14

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) 4530 Dover Place

Project Name 4530 Dover Place **Proposed Use** Residence

Assessor's Parcel #(s) 139-31-410-026 **Ward #** 1-Tarkanian

General Plan: existing _____ proposed _____ **Zoning:** existing R-1 proposed R-1

Commercial Square Footage n/a **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Nady Laure Family Trust **Contact** Jay Nady

Address 1500 Searles **Phone** 7022771333 **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address cjnoui@yahoo.com

APPLICANT Jay Nady **Contact** Jay Nady

Address 1500 Searles **Phone:** 7022771333 **Fax:** n/a

City Las Vegas **State** NV **Zip** 89101

E-mail Address cjnoui@yahoo.com

REPRESENTATIVE Ballard Spahr **Contact** Bill Curran

Address 100 North City Parkway, Ste 1750 **Phone:** 7024717000 **Fax:** 7024717070

City Las Vegas **State** NV **Zip** 89106

E-mail Address curranb@ballardspahr.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application or the lessee or agent fully authorized by the owner(s) for this submission, as indicated by the owner's signature below.

Property Owner Signature* Laurie Nady, Trustee TRUSTEE

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps

Print Name Laurie Nady / J Nady

Subscribed and sworn before me

This 26th day of June, 20 14.

Diana Hansen

Notary Public in and for said County and State

State of Nevada County of Clark

DIANA S. HANSEN
Notary Public State of Nevada
No. 11-6244-1
My Appt. Exp. Sept. 29, 2015

Revised 10/27/08

FOR DEPARTMENT USE ONLY

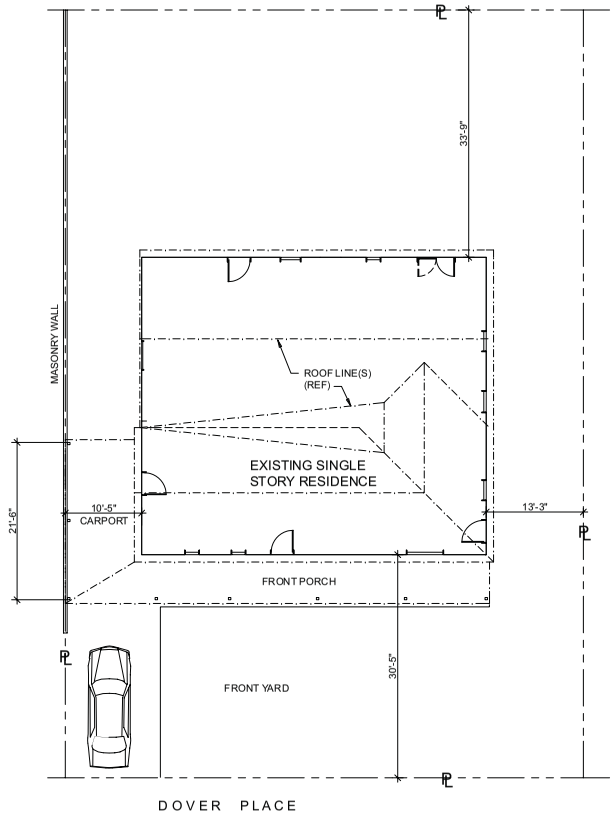
Case #	VAR-54820
Meeting Date:	08/12/14 PC
Total Fee:	
Date Received:*	
Received By:	

PRJ-54754
06/26/14

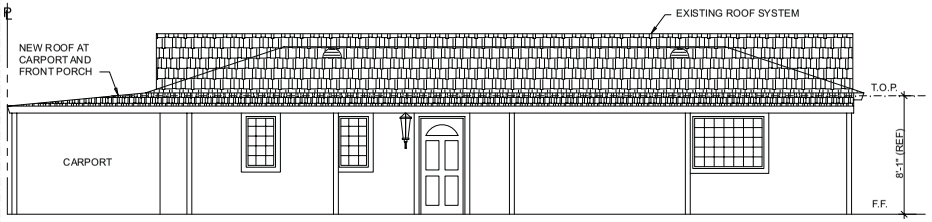
*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

PROPOSED
CARPORT INTO SIDE SETBACK
REQUIREMENT FOR
THE NADY LAURIE FAMILY TRUST



SITE PLAN



FRONT ELEVATION

Rev.	Date	By	Description
	7.15.14		City of Las Vegas SDR

SHEET TITLE:

JOB NAME:
THE NADY LAURIE FAMILY TRUST
4530 DOVER PLACE
LAS VEGAS, NV 89107

DATE 06.26.14
SCALE NOTED
SHEET NO. A1

PRJ-54754
07/16/14

VAR-54820 - REVISED

/Volumes/Projects/13-063 Jay Nady Residential Homes/DWGS/13.063 Jay Nady Residential Homes.pln, 7/15/14 3:30 PM, Edrick Ferreras

VAR-54820 [PRJ-54754] - VARIANCE - APPLICANT/OWNER: LAURIE NADY FAMILY TRUST
4530 DOVER PLACE

07/03/14

VAR-54820 [PRJ-54754] - VARIANCE - APPLICANT/OWNER: LAURIE NADY FAMILY TRUST
4530 DOVER PLACE

07/03/14

VAR-54820 [PRJ-54754] - VARIANCE - APPLICANT/OWNER: LAURIE NADY FAMILY TRUST
4530 DOVER PLACE

07/03/14

VAR-54820 [PRJ-54754] - VARIANCE - APPLICANT/OWNER: LAURIE NADY FAMILY TRUST
4530 DOVER PLACE

07/03/14

Ballard Spahr LLP

100 North City Parkway, Suite 1750
Las Vegas, NV 89106-4617
TEL 702.471.7000
FAX 702.471.7070
www.ballardspahr.com

Bill Curran
Tel: 702.387.3084
Fax: 702.471.7070
curranb@ballardspahr.com

June 15, 2014

Department of Planning
City of Las Vegas
333 N. Rancho Drive
Las Vegas, Nevada 89106

Re **Application for Side Yard Variance – Justification Letter**
4530 Dover Place
APN #139-31-410-026

To Whom It May Concern:

Please accept this letter as the applicant's justification for a variance to permit the Side Yard Variance for an overhead shade structure on the west side of the above-referenced property. The property is situated north of Charleston, east of Decatur, near Arizona Charlie's Hotel and Casino.

The applicant purchased the subject property in 2011. The property was in distressed condition and had been vacant for years with the exception of periodic invasions by squatters. The house had been trashed inside and out including damage to the perimeter block walls. The landscaping was dead and the front and back yards were strewn with junk, including abandoned car parts and other debris.

The applicant has undertaken a comprehensive effort to restore the property to a habitable condition and to upgrade it to its current state, which can fairly be described as now being the most attractive and well-kept property in the neighborhood. As part of the effort to improve the livability of the residence and its aesthetic appeal, the Applicant built a roof-overhang along the entire front of the home and extended it to incorporate a shade structure along the west side of the house which now extends to the property line. Applicant incorrectly believed that since many neighbors had shade structures, it was permissible for him to build one also. Unfortunately, the applicant did not check the updated zoning regulations or building permit requirements.

Few of the nearby homes have enclosed garages, but many residents have sought to provide shade shelters for their vehicles alongside their homes, intruding into the side setback areas of their homes. It appears that there are now 10 such shade structures among the 30 homes that front onto Dover Place, including the Applicant's. To the Applicant's knowledge, no complaint has ever been lodged as a result of these other structures, although it is possible that some may have complied with the applicable codes when built.

VAR-54820 - REVISED

PRJ-54754
07/16/14

Attached is a petition of support for the variance signed by neighborhood residents.

The requested variance will, if granted, authorize the shade structure and allow an improvement that not only enhances the subject property, but is compatible with the surrounding neighborhood. Accordingly, it is respectfully requested that the application for a variance be approved.

Sincerely,

Bill Curran

WPC:cw
Attachment

VAR-54820 - REVISED

PRJ-54754
07/16/14

Mark Rex

From: Kristen Goodell <Kristen@aptusgroup.com>
Sent: Tuesday, July 01, 2014 2:16 PM
To: Mark Rex
Subject: Fwd: Dover place

Kristen G. Goodell, AIA
APTUS
1200 S. 4th Street, Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
M 702.501.6825
kristen@aptusgroup.com
aptusgroup.com

Begin forwarded message:

From: Kristen Goodell <kristen@aptusgroup.com>
Subject: Fwd: Dover place
Date: July 1, 2014 1:33:14 PM PDT
To: mrex@cityoflasvegas.gov

Kristen G. Goodell, AIA
APTUS
1200 S. 4th Street, Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
M 702.501.6825
kristen@aptusgroup.com
aptusgroup.com

VAR-54820

PRJ-54754
07/01/14

Begin forwarded message:

From: Bruce Bilyeu <bruce@mosaicbg.com>
Subject: Dover place
Date: July 1, 2014 12:58:23 PM PDT
To: Kristen Goodell <kristen@aptusgroup.com>

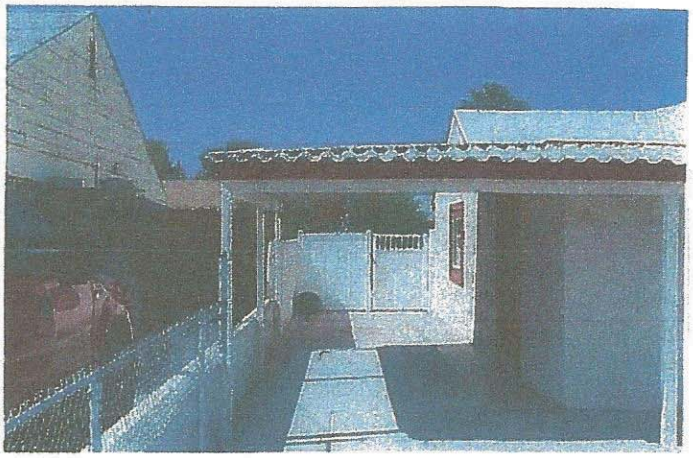
Shed. 8' eave. 10' ridge
House 8' eave. 13' ridge.

VAR-54820

PRJ-54754
07/01/14

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

We, the undersigned residents of the homes located near 4530 Dover Place (APN #139-31-410-026) (which is shown in the photographs below) wish to state that the shade shelter improvements in the side yard and other improvements made recently to the property significantly upgrade the entire neighborhood. Accordingly, we support approval of a variance or whatever else may be necessary for the City of Las Vegas to allow the improvements to remain in place.



	Name	Address	Telephone
1.	Michael Discegli.	419 Baxter	702-788-3136
2.	Virginia DAngelo	4507 Baxter PL	702-870-7603
3.	Rosalba Rauve	4619 Baxter pl	702 388 2959
4.	Mitchell	c/o	
5.	Jay Kim	4500 Baxter Pl.	702-370-2115
6.	Wayne Kramer	4524 Dover PL	702-359 6835
7.			
8.			
9.			
10.			

DMWEST #10830528 v1

VAR-54820

PRJ-54754
06/26/14

We, the undersigned residents of the homes located near 4530 Dover Place (APN #139-31-410-026) (which is shown in the photographs below) wish to state that the shade shelter improvements in the side yard and other improvements made recently to the property significantly upgrade the entire neighborhood. Accordingly, we support approval of a variance or whatever else may be necessary for the City of Las Vegas to allow the improvements to remain in place.

	Name	Address	Telephone	
1.	Betzabe Rico	4712 Dover Pl	702 762 3291	
2.	Miguel A R	819 S. DECATUR	702 738 5203	RENTER
3.	Abigail M.	4617 Dover Pl	702 772 1685	
4.	ED BACA	4601 DOVER	702 878-7783	
5.	Charlie Diaz	901 Dover		
6.	Maria Moreno	828 Dover Pl.	702-502-2061	
7.				
8.				
9.				
10.				

VAR-54820

PRJ-54754
06/26/14

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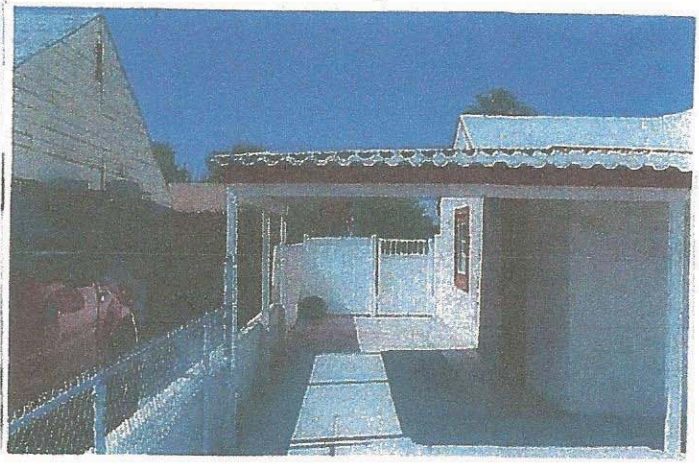
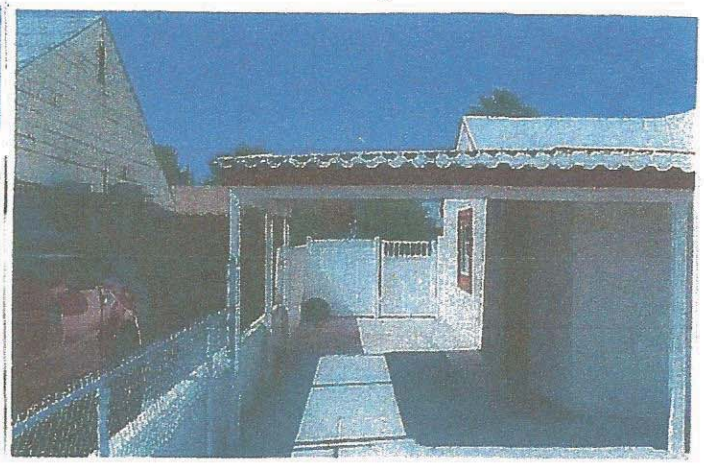


	Name	Address	Telephone
1.	Stacy Bowman	900 Dover PL	805-270-6326
2.	[illegible]	400 Dover	772-409[illegible]
3.	MATT FERRIS	904 DOVER	353-8720
4.			
5.			
6.			
7.			
8.			
9.			
10.			

VAR-54820

PRJ-54754
06/26/14

We, the undersigned residents of the homes located near 4530 Dover Place (APN #139-31-410-026) (which is shown in the photographs below) wish to state that the shade shelter improvements in the side yard and other improvements made recently to the property significantly upgrade the entire neighborhood. Accordingly, we support approval of a variance or whatever else may be necessary for the City of Las Vegas to allow the improvements to remain in place.

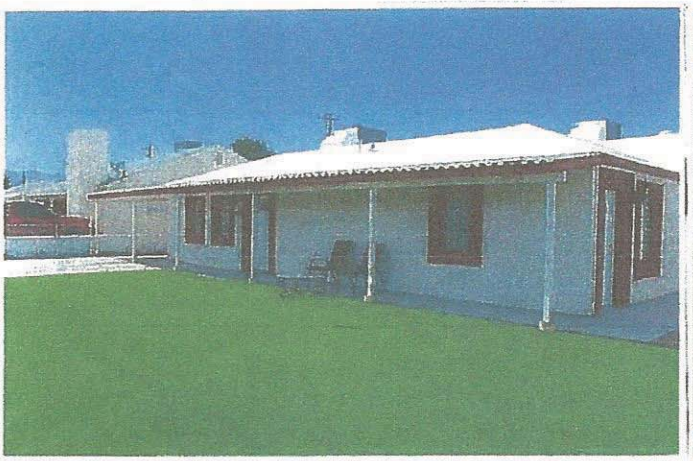


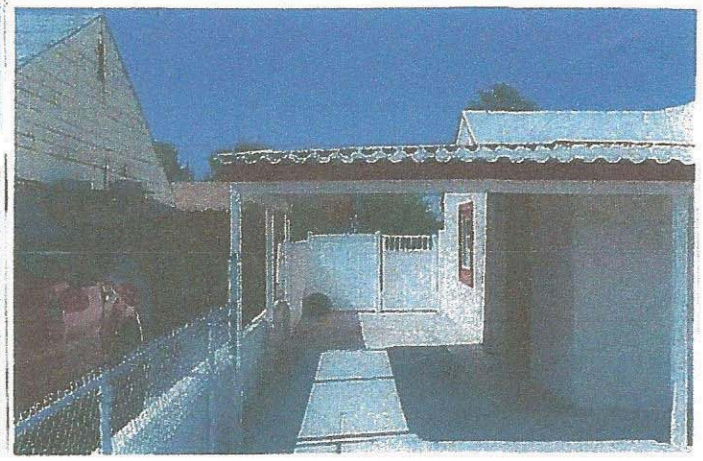
	Name	Address	Telephone
1.	Sandra Carpenter	4718 Dover Pl	702 813-2464
2.		4717 Dover Pl.	
3.	Reisa Johnson	4700 Dover Pl	
4.		4618 Dover Pl.	702-582-1648
5.		4600 Dover Pl	
6.		4518 Dover Pl	
7.		827 Dover	482-1701
8.		459 Cory Pl	
9.		4525 Cory Pl	870-9722
10.		4607 Cory Pl	702-762-9519

VAR-54820

PRJ-54754
06/26/14

We, the undersigned residents of the homes located near 4530 Dover Place (APN #139-31-410-026) (which is shown in the photographs below) wish to state that the shade shelter improvements in the side yard and other improvements made recently to the property significantly upgrade the entire neighborhood. Accordingly, we support approval of a variance or whatever else may be necessary for the City of Las Vegas to allow the improvements to remain in place.





	Name	Address	Telephone
1.	MARIA GAYTAN	4618 CORY PLACE	(702) 507-3722
2.	Pete & Ophelia	4625 Cory Pl.	818-1579
3.	J Cepeda/Viola	4712 Cory Pl	3-587607
4.	TONY Rodriguez	4718 A	702-272-3812
5.	Ed. Peinda	4716 BAXTER PL	
6.	Lynn Walker	4713 BAXTER PL	702-878-1590
7.	Martha Meraz	4613 evergreen (WM), 702-443-2804	
8.	Constantina Flores	4617 Evergreen pl	(702) 612-52-58
9.	Mario Campos	4625 Evergreen	702 870-93-23
10.	JACOB B.	4705 EVERGREEN	892-70

DMWEST #10830528 v1

VAR-54820

PRJ-54754
06/26/14

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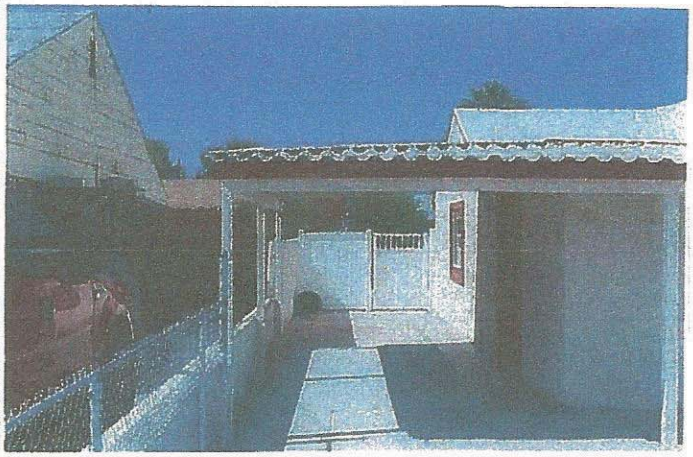

	Name	Address	Telephone
1.		4711 Evergreen Pl.	702-~~[illegible]~~-6496
2.		4718 Evergreen	
3.		4706 Evergreen Pl.	703321-2010
4.	4706 Jorge Villalpando	4701 Evergreen Pl	244-0174
5.		4618 Everglen	702 258 9559
6.	Tomas Haro	4612 Evergreen Pl.	702) 502-4069
7.	Randy Carbes	4512 EVERGREEN	702-239-5631
8.		4607 Dover Pl	(702) 606-0282
9.		4601 DOVER PL	(702) 878-7783
10.		4501 BAXTER PL	702 418 2153

DMWEST #10830528 v1

VAR-54820

PRJ-54754
06/26/14

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279216
$ 00.46⁰
JUL 31 2014
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing

89-01-14 LV NV 891 ##

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City of Las Vegas
Dept. of Planning

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Case: VAR-54820

13836802004
824 SOUTH DECATUR L L C
2711 E SAHARA AVE
LAS VEGAS
NV 89104-4119

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-54820 [PRJ-54754]

Planning Commission Meeting of 8/12/2014

89104

Aug. 4. 2014 1:33AM Mailroom

204

Aug.05.2014 12:27 AM CAKE WORLD BAKERY 7024717277 PAGE. 1/ 1

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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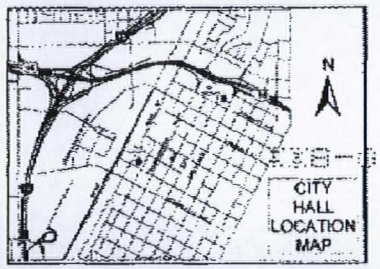

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-54820 [PRJ-54754]
Planning Commission Meeting of 8/12/2014

Case: VAR-54820
13931410020
RASSADI JUDITH ANN
905 DOVER PL
LAS VEGAS
NV 89107-4253

45 FRDGNMP 89107

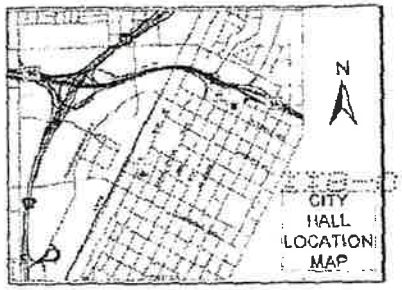
26A

p.1

7026487437

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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City of Las Vegas
Dept. of Planning

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☐ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-54820 [PRJ-54754]

Planning Commission Meeting of 8/12/2014

Case: VAR-54820
13931312008
GIBSON LEE GARDNER & MARIA C
2730 BELCASTRO DR
LAS VEGAS
NV 89117-3038

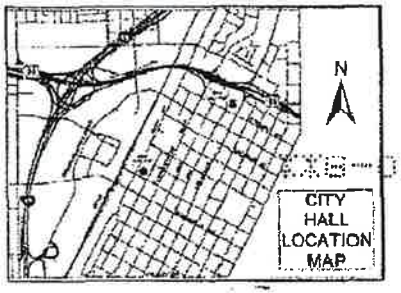
Submitted after final agenda
Date 08/04/14 Item 210

tricksy2

707-526-5285

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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AUG 11 2014
City of Las Vegas
Dept. of Planning

XXB-01-14 LV NV 891 XX

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☐ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-54820 [PRJ-54754]
Planning Commission Meeting of 8/12/2014

Case: VAR-54820
13931411092
ROAKE CHRISTINE TRUST
ROAKE CHRISTINE TRS
1646 YARDLEY ST
SANTA ROSA
CA 95403-2397

3 FRDONMP 95403

Submitted after final agenda
Date 8/11/14 Time 2:00

Aug 08 14 08:07a Christine Roake

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
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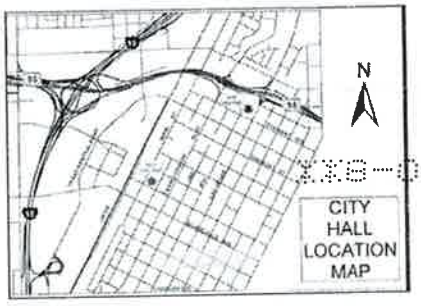
Return Service Requested
Official Notice of Public Hearing



2016-01-14 LV NV 891 XX

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AUG 12 2014
City of Las Vegas
Dept. of Planning

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-54820 [PRJ-54754]

Planning Commission Meeting of 8/12/2014

Case: VAR-54820
13931410043
GALINDO CESAR & MARY REV LIV TR
GALINDO CESAR A & MARY C TRS
4518 LORNA PL
LAS VEGAS
NV 89107-4107

45 PRDCNMP 89107

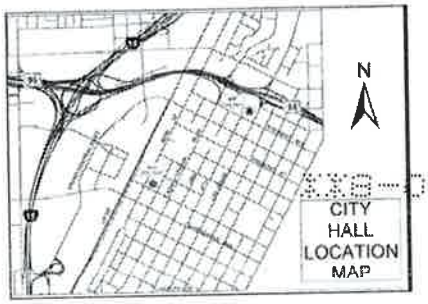
Submitted after final agenda
Date 08/12/14 Item 26P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.46⁰
0004279218 JUL 31 2014
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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AUG 07 2014
City of Las Vegas
Dept. of Planning

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Case: VAR-54820

13931312039
PRIBYL FAMILY TRUST
PRIBYL EDWARD V & MARGUERITE TRS
4530 EVERGREEN PL
LAS VEGAS
NV 89107-4264

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-54820 [PRJ-54754]
Planning Commission Meeting of 8/12/2014

Very nice looking -

Submitted after final agenda
Date 08/07/14 Item 26 A

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

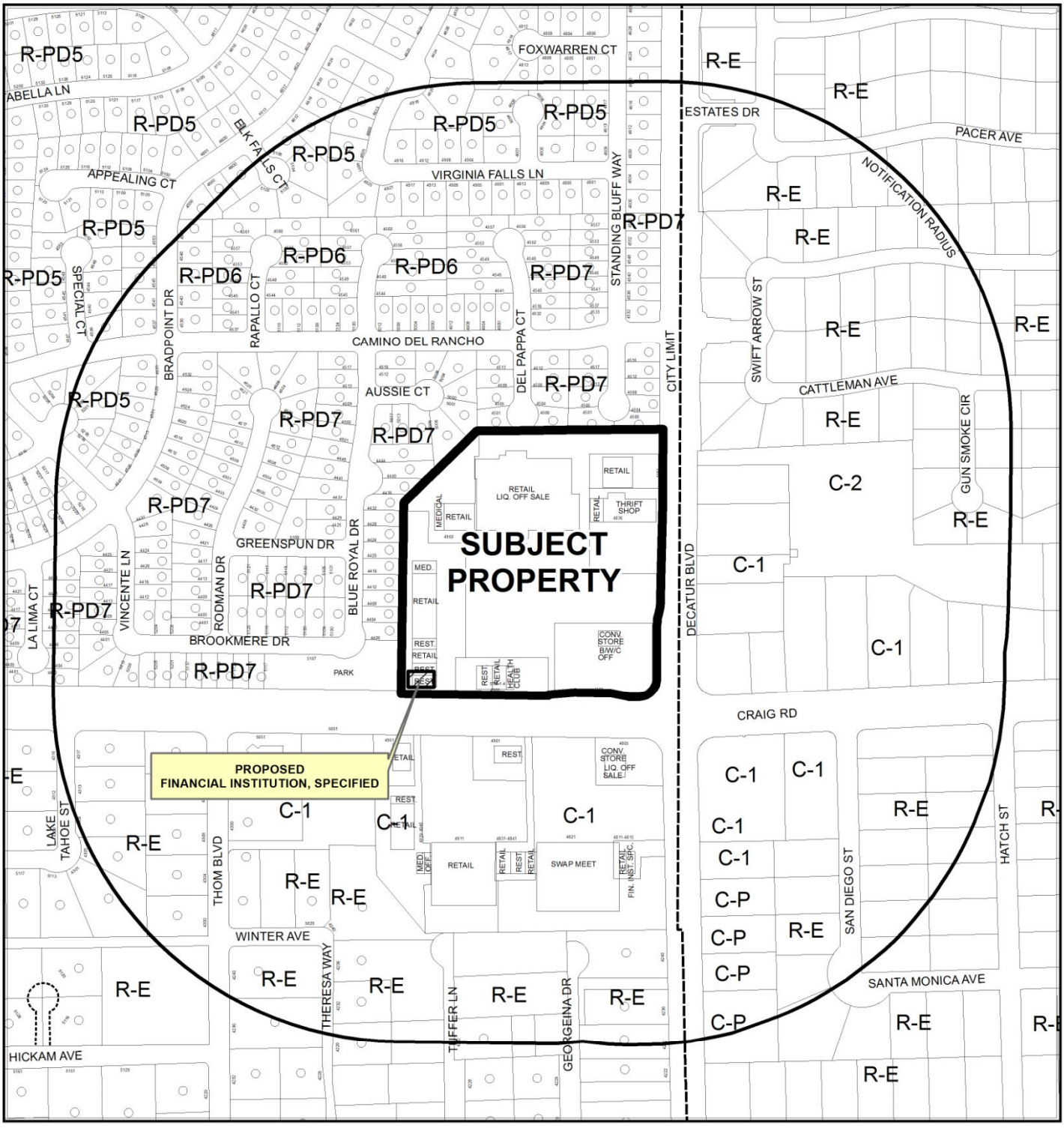
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-54783 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: KOSTER FINANCE, LLC - OWNER: ALTA MIRA SHOPPING CENTER, LLC - For possible action on an Appeal from the Denial by the Planning Commission on a request for a Special Use Permit FOR A PROPOSED 1,573 SQUARE-FOOT AUTO TITLE LOAN USE WITH WAIVERS TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM A RESIDENTIAL USE WHERE 200 FEET IS REQUIRED AND TO ALLOW A 120-FOOT DISTANCE SEPARATION FROM A SIMILAR USE WHERE 1,000 FEET IS REQUIRED at 4990 West Craig Road, Suite #1 (APN 138-01-619-005), C-1 (Limited Commercial) Zone, Ward 4 (Anthony) [PRJ-54667]. The Planning Commission (5-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**7**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend DENIAL, if approved, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Appeal Letter Submitted by Holland & Hart, LLP
3. Conditions and Staff Report
4. Supporting Documentation
5. Photos
6. Justification Letter
7. Protest/Support Postcards



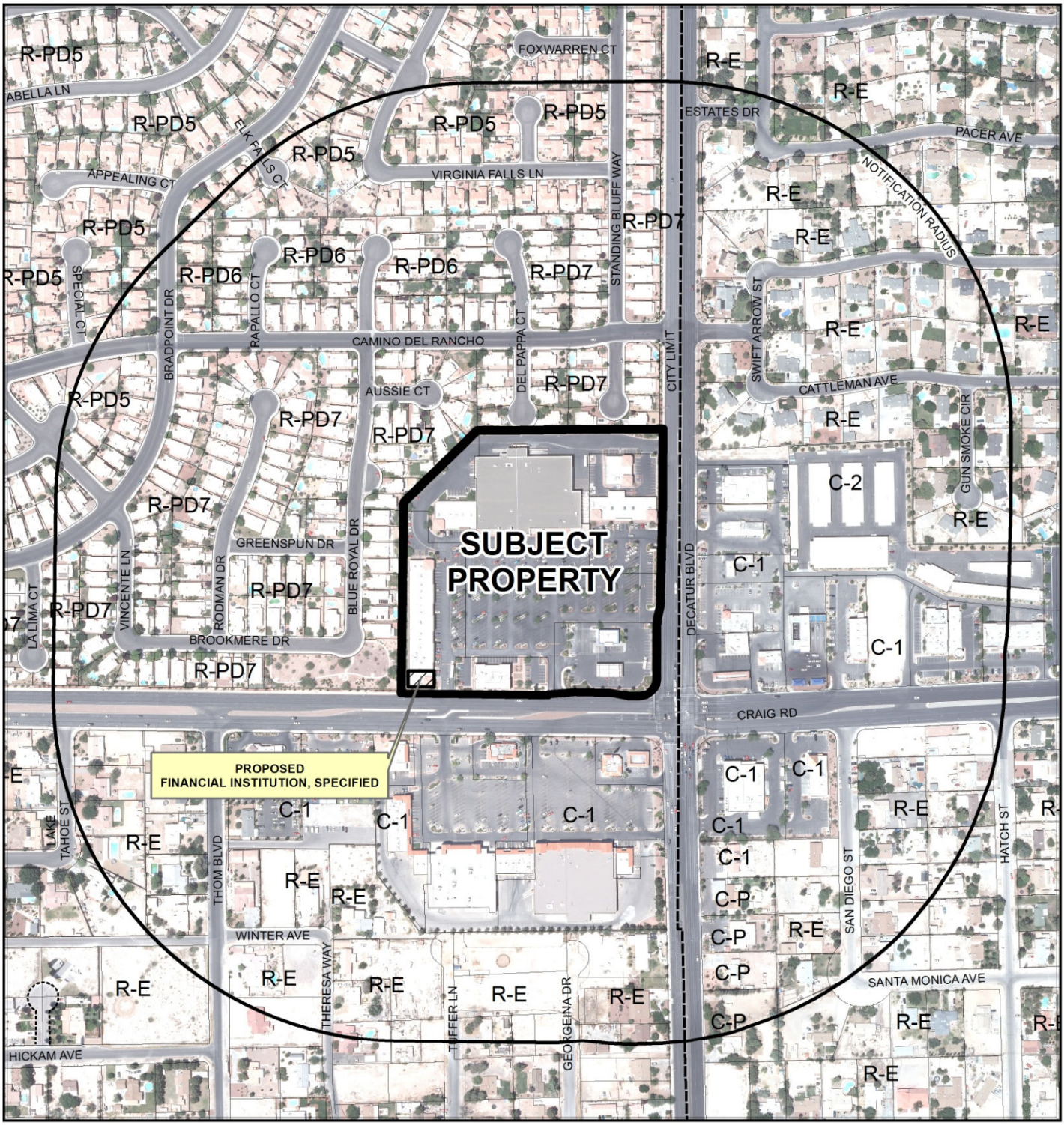
0 300 600 Feet

CASE: **SUP-54783 (PRJ-54667)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



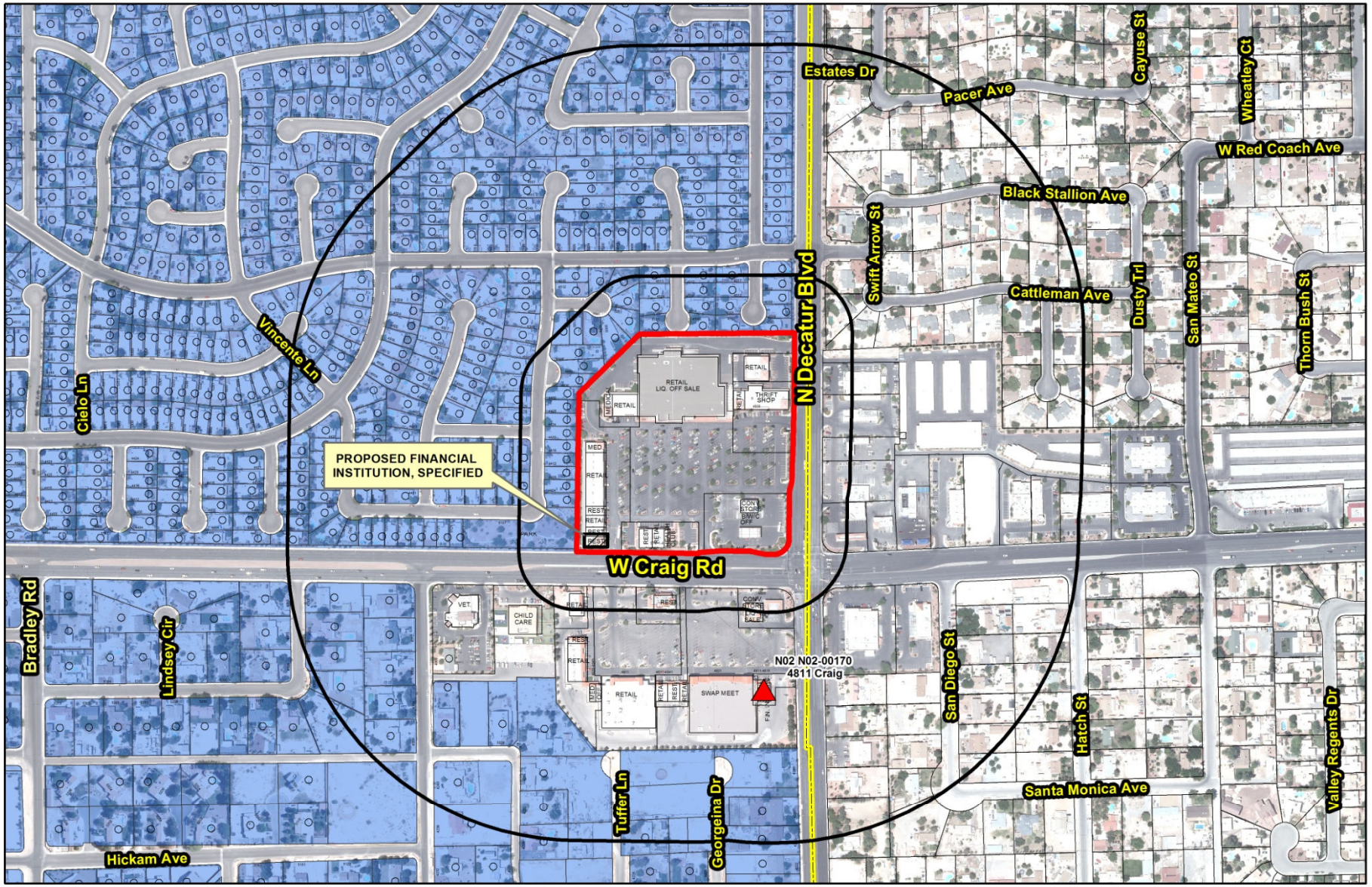
0 300 600 Feet

CASE: **SUP-54783 (PRJ-54667)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-54783 (PRJ-54667)

Financial Institution

Business Licenses

- Financial Institution, Specified
- Automobile Title Loan
- Pawnshops

Protected Uses

- Residential Property

- Subject Property
- 200ft & 1000ft Buffer

N

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

Date: Wednesday, July 02, 2014

HOLLAND&HART LLP
THE LAW OUT WEST

Edward M. Garcia, P.C.
Partner
Phone (702) 222-2582
Fax (702) 430-2654

emgarcia@hollandhart.com

August 18, 2014

RECEIVED
CITY CLERK
2014 AUG 21 P 1:46

City of Las Vegas
Department of Planning and Development
301 N. Rancho Dr.
Las Vegas, NV 89101

RE: SUP-54783

Dear Department of Planning and Development:

This office is counsel to the Applicant in the above referenced matter. Please accept this letter as the request of appeal the Planning Commission's decision of Wednesday, August 12th, 2014. Please notify me at the referenced address of the date this appeal is to be heard by the Las Vegas City Council.

Thank you for your attention to this request.

Best Regards,

Ed Garcia

Edward M. Garcia, P.C.
of Holland & Hart LLP

EMG
Enclosure

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: KOSTER FINANCE, LLC - OWNER: ALTA MIRA SHOPPING CENTER, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-54783	Staff recommends DENIAL, if approved subject to conditions:	

** CONDITIONS **

SUP-54783 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Auto Title Loan use.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

4. Approval of this Special Use Permit does not constitute approval of an Auto Title Loan business license

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting a Special Use Permit for a proposed 1,573 square-foot Auto Title Loan use within an existing shopping center at 4990 West Craig Road, Suite #1. This application is accompanied with a Waiver request to allow a zero-foot distance separation from a residential property where a 200-foot distance separation is required and to allow a 120-foot distance separation from a Financial Institution, Specified where a 1,000-foot minimum distance separation is required. Staff recommends denial of the requested Special Use Permit and accompanying Waivers, as the proposed Auto Title Loan use cannot be conducted in a manner that is harmonious and compatible with the surrounding land uses, as exemplified by the requested Waivers.

ISSUES

- The Auto Title Loan use is permitted in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit.
- A distance separation Waiver is required to allow the Auto Title Loan use zero feet from a residentially protected property where 200 feet is the minimum required and to allow a 120-foot distance separation from a Financial Institution, Specified where a 1,000-foot minimum distance separation is required. Staff does not support the distance separation as the required Waiver reinforces the incompatibility of the proposed Auto Title Loan Use with the surrounding neighborhood.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/16/96	The City Council accepted the withdrawal request by the applicant for Special Use Permit (U-0036-96) for a tavern in conjunction with a proposed restaurant in a proposed retail shopping center; and a request for a waiver of the 1,500 foot distance separation from a child care facility.
02/26/98	The Planning Commission approved a request for a Special Use Permit (U-0011-98) for a liquor establishment (off-premise consumption - packaged liquor) in conjunction with a proposed 60,818 square-foot grocery store (Lucky's) on property located on the northwest corner of Craig Rd and Decatur Blvd.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/09/98	The City Council approved a request for a Rezoning [Z-0108-88(12)] for a Site Development Plan Review on property located on the northwest corner of Craig Road and Decatur Boulevard for a proposed 144,807 square-foot retail center. The Planning Commission recommended approval of the request 02/12/98.
	The City Council approved a request for a Special Use Permit (U-0137-97) to allow packaged liquor sales in conjunction with a proposed 17,157 square-foot Sav-On drug store on property located on the northwest corner of Craig Road and Decatur Boulevard. The Planning Commission recommended approval of the request 02/12/98.
06/02/98	The Board of Zoning Adjustment approved Variance (V-0015-98) to allow a proposed 21,690 square-foot retail building to be 20 feet from the side yard setback where 54 feet is the minimum required side yard setback.
05/17/00	The City Council approved a request for a Rezoning [Z-0108-88(14)] for a Site Development Plan Review for a proposed 123,221 square-foot shopping center located on the northwest corner of Craig Road and Decatur Boulevard. The Planning Commission recommended approval of the request 04/13/00.
	The City Council approved a request for a Special Use Permit (U-0029-00) for the sale of gasoline in conjunction with a proposed Albertson's convenience store on the northwest corner of Craig Road and Decatur Boulevard. The Planning Commission recommended approval of the request 04/13/00.
	The City Council approved a request for a Special Use Permit (U-0030-00) for an automated car wash in conjunction with a proposed Albertson's convenience store on property located on the northwest corner of Craig Road and Decatur Boulevard. The Planning Commission recommended approval of the request 04/13/00.
06/13/00	The Hearing Officer approved Variance [V-0015-98(1)] for an Extension of Time on an approved Variance that allowed a commercial building to have a 20 foot side yard setback where residential adjacency standards require the building be setback 54 feet at the northwest corner of Craig Road and Decatur Boulevard.
07/05/01	The City Council approved a request for a Special Use Permit (U-0032-00) for the sale of packaged liquor in conjunction with a proposed Albertson's supermarket and a Waiver of the 400-foot separation requirement between a liquor establishment and a protected use (daycare) on the northwest corner of Craig Road and Decatur Boulevard. The Planning Commission recommended approval of the request 04/13/00.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/21/01	The City Council approved a request for a Special Use Permit (U-0130-01) for the secondhand sales of children's clothing, furniture, toys and related items in conjunction with a proposed retail store (just kid's stuff) at 4990 West Craig Road The Planning Commission recommended approval of the request 10/04/01.
05/01/02	The City Council approved a request for a Special Use Permit (U-0031-00) for the off-premise sale of beer and wine in conjunction with a proposed Albertson's convenience store on the northwest corner of Craig Road and Decatur Boulevard. The Planning Commission recommended approval of the request 04/13/00.

Most Recent Change of Ownership	
05/07/03	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
05/08/01	A building permit (#1008112) was issued for commercial buildings and on-site improvements at 4990 West Craig Road. The permit was finalized 12/10/2001.
10/09/01	A building permit (#1017921) was issued for a tenant improvement for a speculative suite at 4990 West Craig Road, Suite #1. The permit has not been finalized.
12/07/01	A building permit (#1021271) was issued for a sign (Dairy Queen) at 4990 West Craig Road, Suite #1. The permit has not been finalized.
03/04/02	A building permit (#2003698) was issued for a sign (Dairy Queen) at 4990 West Craig Road, Suite #1. The permit was finalized 06/14/02.
03/18/02	A building permit (#2004733) was issued for tenant improvement for certificate of occupancy (Dairy Queen) at 4990 West Craig Road, Suite #1. The permit was finalized 06/17/02.

Pre-Application Meeting	
06/19/14	A pre-application meeting was held with the applicant to discuss the submittal requirements for a proposed Special Use Permit for an Auto Title Loan. Staff identified the need of waivers to allow a distance separation of zero feet from a residential property where 200 feet is required and to allow a 120-foot distance separation from a Financial Institution, Specified where 1,000 feet is required.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
07/0314	Staff conducted a field check of the subject property and noted the site was well maintained shopping center.

Details of Application Request	
Site Area	
Net Acres	12.55

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Single Family Residential	ML (Medium Low Density Residential)	R-PD7 (Residential Planned Development – 7 Units per Acre)
South	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
East	General Retail	Mixed Use Commercial - North Las Vegas Designation	C-1 (Neighborhood Commercial) – North Las Vegas Designation
West	Single-Family Residential	ML (Medium Low Density Residential)	R-PD7 (Residential Planned Development – 7 Units per Acre)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
No Applicable Special Purpose or Overlay Districts	N/A
A-O (Airport Overlay) District (105 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Decatur Boulevard	Primary Arterial	Planned Streets and Highways Map	100 Feet	Y
Craig Road	Parkway Arterial	Planned Streets and Highways Map	120 Feet	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	115,131 SF	1:250 SF	461				
TOTAL SPACES REQUIRED			461		557		Y
Regular and Handicap Spaces Required			452	9	542	15	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
A 200-foot minimum distance separation is required from any residentially zoned property.	To allow a zero-foot distance separation from a residentially zoned property. (north/west)	Denial
A 1,000-foot minimum distance separation is required from any other Financial Institution, Specified uses.	To allow a 120-foot distance separation from a Financial Institution, Specified. (south)	Denial

ANALYSIS

The Auto Title Loan use is defined by Title 19.18 as, "A business whose primary function is to lend money on security of the title to a motor vehicle rather than on the security of the vehicle itself."

The Minimum Special Use Permit Requirements for this use include:

*1. The use shall comply with all applicable requirements of LVMC Title 6.

The proposed use will meet this requirement as the proposed site is subject to business licensing inspections.

*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.

The proposed use meets this standard as the use will be located in a Shopping Center use that is aesthetically compatible with remaining stores located in the general retail building.

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.

The proposed use meets this condition, as the existing location is vacant and any sign or temporary signs will require a permit.

4. Windows shall not:
   a. Cover more than 20 percent of the area of all interior 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.

The proposed use meets this condition, as the proposed location is vacant and will have a number of inspections throughout the building permit and business licensing process. Additionally, the site will undergo ongoing annual inspections through licensing.

5. The hours of operation shall not extend beyond the hours of 8:00 a.m. to 11:00 p.m.

The proposed use meets this requirement, as the applicant states in the justification letter that they will operate the use at 8:00 a.m. and close at 11:00 p.m. on Mondays –Sunday.

6. The building or portion thereof that is dedicated to the use shall have a minimum size of 1,500 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).

The proposed use meets this requirement, as the proposed Auto Title Loan use operates with 1,573 square feet of floor area.

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 1,000 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, without regard to intervening obstacles. The term "property line" refers to property lines of fee interest parcels and not leasehold parcels.

The proposed use does not meet this requirement, as the proposed site is located zero feet away from a residentially zoned parcel and within 120 feet of a Financial Institution, Specified use. The applicant has requested a Waiver from these distance requirements.

The applicant proposes to add an Auto Title Loan use to an existing Shopping Center use at 4990 West Craig Road, Suite #1. The applicant has indicated that the proposed Auto Title Loan use will open for business at 8:00 a.m. and close at 11:00 p.m., which adheres to the operating hours listed in Title 19.12 for the Auto Title Loan use. The proposed use is located zero feet from a residentially-zoned property to the north and west where a 200-foot minimum distance separation is required and is located 120 feet from a Financial Institution, Specified use to the south where a minimum 1,000-foot distance separation is required.

The proposed location of this use fails to comply with the minimum distance separation requirements for a Special Use Permit. The requested Waivers to allow a zero-foot residential distance separation and 120-foot Financial Institution, Specified distance separation, represent a 100% and 12% reduction respectively from the required 200 and 1,000-foot separation mandated by Title 19. As such, the required distance separation Waiver reinforces the unsuitability of this site, for the Auto Title Loan use, with the surrounding neighborhood therefore; staff recommends denial of the Special Use Permit.

FINDINGS (SUP-54783)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

The proposed Auto Title Loan use is compatible with the SC (Service Commercial) General Plan land use designation and is located within an existing shopping center. However, the proposed use requires Waivers of the Residential and Financial Institution, Specified distance separation requirement, reinforces the unsuitability of this site for the proposed Auto Title Loan use. The use cannot be conducted in a manner that is harmonious or compatible with the surrounding uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The proposed use will be located within an established shopping center. There is no evidence of a physical constraint to the proposed uses on the subject site.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Primary site access is from North Decatur Boulevard, a 100-foot wide Primary Arterial and West Craig Road, a 120-foot Parkway Arterial. The rights-of-way provide adequate capacity to serve the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The proposed Auto Title Loan use will be subject to regular inspections by regulatory agencies for business licensing and will therefore not compromise the public's health, safety or general welfare, or the overall objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The use does not comply with the minimum distance separation requirements required per Title 19.12, as the applicant has requested Waivers of residential and Financial Institution, Specified distance separation. Staff does not support the applicant's request for a Waiver.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 10

NOTICES MAILED 257 (By City Clerk)

APPROVALS 2

PROTESTS 7

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-54783 APN: 138-01-619-005

Name of Property Owner: Alta Mira Shopping Center LLC

Name of Applicant: Koster Finance, LLC

Name of Representative: Paul M. Smith

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: Alta Mira Shopping Center LLC By: _____, its Manager

Print Name: Lawrence Sloan

Subscribed and sworn before me

This _____ day of _____, 20____

_____

Notary Public in and for said County and State

PRJ-54667
06/26/14

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 19th day of June, 2014, by Lawrence D. Sloan, who, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

DINA MARIE RITZ
Commission # 2042707
Notary Public - California
Los Angeles County
My Comm. Expires Sep 23, 2017

(Seal) Signature

PRJ-54667
06/26/14

SUP-54783

CLV Planning - Application Form

Application Number:	PRJ-54667
Application/Petition For:	Kosters Cash Loans (Auto Title Loan) - Special Use Permit W/ Waivers of Distance seperation
ProjectAddress (Location):	4990 W CRAIG ROAD SUITE# ???
Project Name	KOSTERS CASH LOANS - SPECIAL USE PERMIT W/ WAIVERS
Assessors Parcel #(s):	13801619005
Ward #:	WARD 4 (STAVROS S. ANTHONY), WARD 6 (STEVEN D. ROSS)
Is the Application Information Correct:	No
If no, ...change what	Suite# 1
General Plan Designation: Proposed:	Select
Zoning District: Proposed:	Select
Gross Acres:	
Lots/Units:	
Additional Information:	
Applicant First Name:	Paul
Applicant Last Name:	Smith
Applicant Address:	4310 Cameron Street, Suite 9
Applicant City:	Las Vegas
Applicant State:	Nevada
Applicant Zip:	89103
Applicant Phone:	(702) 296-6324
Applicant Fax:	
Applicant Email:	psmith@kosterfinance.com
Rep First Name:	Paul
Rep Last Name:	Smith
Rep Address:	4310 Cameron Street, Suite 9
Rep City:	Las Vegas
Rep State:	Nevada
Rep Zip:	89103
Rep Phone:	(702) 296-6324
Rep Fax:	
Rep Email:	psmith@kosterfinance.com

SUP-54783

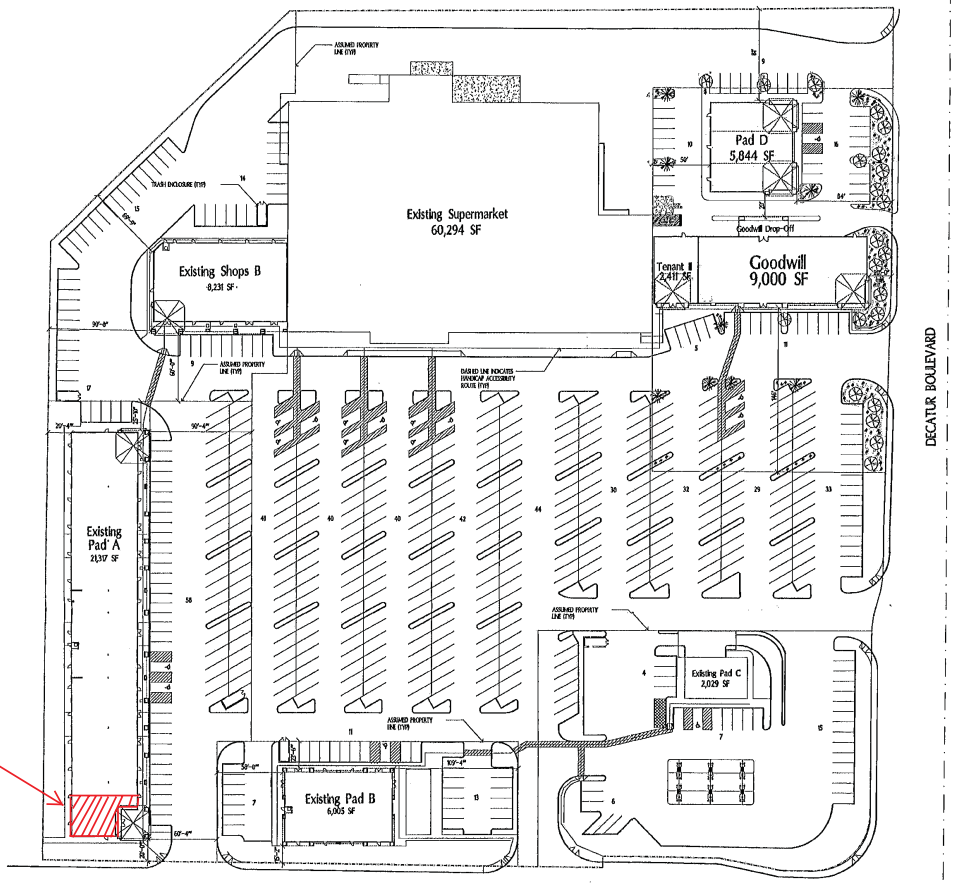
CLV Planning - Application Form

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission. I Accept:	Yes
Is the Owner Information Correct:	Yes
If no, ...change what	

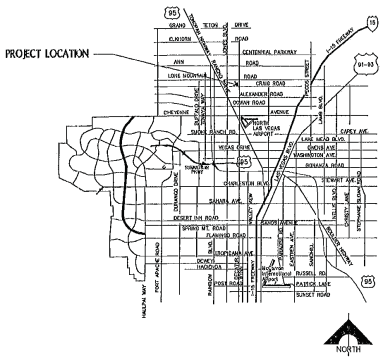
Owner(s)	ADDR1	ADDR2
ALTA MIRA SHOPPING CENTER L L C	P O BOX 847	CARLSBAD, CA 92018-0847

CLVEPLAN Applicant	Company	Title	Email
Paul Smith	Koster Finance, LLC d/b/a Koster's Cash Loans	Executive Administrative Assistant	psmith@kosterfinance.com

SUP-54783



4990 W. Craig Rd.
Suite 1
(1707 sq. ft.)



VICINITY MAP

LANDSCAPING LEGEND

Size	Landscape Material
24" Box	Chilaste Vitex
24" Box	Afghan Pine
24" Box	Mexican Fan Palm
5 Gallon	Ornamental Rock
5 Gallon	Red Yucca

Planter areas to be covered in decomposed granite or other approved material.

Parking Spaces - 541 regular spaces
16 Handicap spaces

PROJECT INFORMATION

Jurisdiction:	City of Las Vegas
Site Area (Entire Site):	583,081 SF (13.4 Acres - Must Be Verified)
Site Area (This Project):	71,986 SF (1.65 Acres - Must Be Verified)
~~Total Building Area (Entire Shopping Center):~~	~~97,951 SF~~
Total Building Area (This Project):	17,251 SF
Total Parking Provided:	557 Spaces (4.9/1,000 SF)
Overall Coverage:	23.9%
Parking Stall Dimensions:	9' Wide x 19' Deep (17' Deep With Permitted Overhang)

PRJ-54667
06/26/14

PRELIMINARY SITE DIAGRAM

Craig/Decatur Shopping Center – Phase II

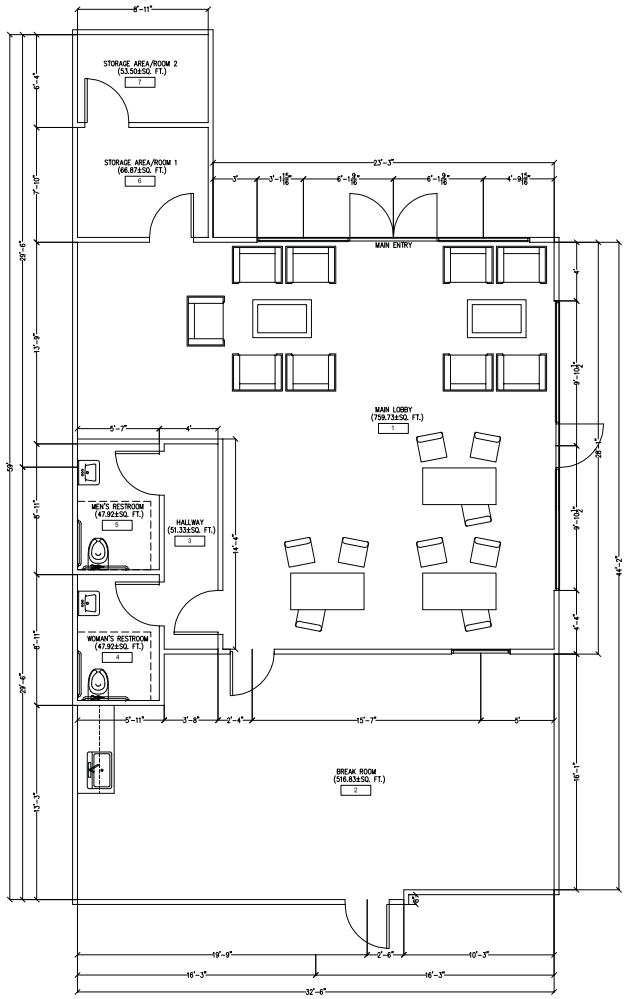
PROJECT NUMBER: 00149

1" = 50'

APPROVED
CITY COUNCIL DATE:
PLANNING COMMISSION:
BY:

REVISIONS

SUP-54783



NORTH

PROPOSED FLOOR PLAN LAYOUT
SCALE: 1/4" = 1'

SITE CALCULATIONS

NO.	ROOM NAME	SQUARE FOOTAGE
1	MAIN LOBBY	759.73 SQ. FT.
2	BREAK ROOM	516.83 SQ. FT.
3	HALLWAY	51.33 SQ. FT.
4	WOMAN'S RESTROOM	47.92 SQ. FT.
5	MEN'S RESTROOM	47.92 SQ. FT.
6	STORAGE AREA/ ROOM 1	66.87 SQ. FT.
7	STORAGE ARE/ ROOM 2	53.50 SQ. FT.
TOTAL OVERALL SQUARE FOOTAGE		1572.64 SQ. FT.

PROPERTY INFORMATION

OWNER NAME: KOSTER FINANCE, LLC
SITE ADDRESS: 4990 W. CRAIG ROAD SUITE 1 LAS VEGAS, NEVADA 89060

DRAWING GUIDELINES

1. ALL DIMENSIONS SHOWN ON THIS DRAWING SHOULD BE CHECKED/VERIFIED PRIOR TO THE ORDERING OF ANY MATERIALS AND PRIOR TO THE FABRICATION AND INSTALLATION OF ANY MATERIALS.

2. THESE DRAWINGS WERE PREPARED WITHOUT THE BENEFIT OF A FULL SET OF ARCHITECTURAL DRAWINGS. SOME PERIMETER CONDITIONS MAY BE SHOWN AS UNKNOWN. THESE CONDITIONS SHOULD BE VERIFIED PRIOR TO FABRICATION AND INSTALLATION FOR THEIR EFFECT ON THE WORK BEING PERFORMED.

3. THESE DRAWINGS WERE PREPARED WITHOUT THE BENEFIT OF STRUCTURAL DRAWINGS. THIS MAY AFFECT THE LOCATION AND SIZING. THE STRUCTURAL LAYOUT IN THESE AREAS SHOULD BE VERIFIED PRIOR TO FABRICATION AND INSTALLATION OF THE WORK.

DRAWING DISCLAIMER:

THIS DISCLAIMER APPLIES TO ALL IDEAL SOLUTIONS CUSTOMERS AS WELL AS ANY PARTY USING THESE DRAWINGS TO OBTAIN INFORMATION NEEDED TO ORDER, COORDINATE, CONSTRUCT, FABRICATE, OR INSTALL MATERIALS FOR THIS PROJECT.tHIS ALSO APPLIES TO ALL CONTRACTORS AND TRADES.
THIS DRAWING IS AN INTERPERTATION OF THE PROJECT BY IDEAL SOLUTIONS. THIS DRAWING WAS GENERATED FOR IDEAL SOLUTIONS CLIENT. THE INTERPERTATION OF THESE DRAWINGS IS AFFECTED BY THE INFORMATION GIVEN TO IDEAL SOLUTIONS BY ITS CLIENT AS WELL AS INDUSTRY STANDARDS AND TECHNICAL INFORMATION. IN CASES WHERE IDEAL SOLUTIONS IS NOT PROVIDED WITH THE NECESSARY INFORMATION, IT WILL BE IDEAL SOLUTIONS DECISION WETHER TO ASSUME, EXTRAPOLATE OR OMIT THIS INFORMATION IN ORDER TO COMPLETE THE DRAWINGS. IT IS THE RESPONSIBILITY OF IDEAL SOLUTIONS CLIENT (OR END USER IF APPLICABLE) TO REVIEW THE PLAN DRAWINGS. IDEAL SOLUTIONS NOR IT'S DRAFTSMAN SHALL NOT BE LIABLE OR RESPONSIBLE FINANCIALLY FOR ANY ERRORS AND/OR OMISSIONS FROM THESE DRAWINGS. ARCHITECTURAL, ENGINEER AND/OR CONTRACTOR APPROVAL DOES NOT RELIEVE IDEAL SOLUTIONS CLIENT FROM REVIEWING THESE DRAWINGS AS NOTED ABOVE.

EXISTING CONDITIONS:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING ALL EXISTING JOB CONDITIONS. ANY ADVERSE EXISTING CONDITIONS AFFECTING WORK SHOWN ON THESE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION THE CLIENT AND IDEAL SOLUTIONS FOR POSSIBLE CLARIFICATION OR RECONCILIATION.

ADA AND LEGAL DISCLAIMER

THIS DOCUMENT IS NOT REPRESENTED TO COMPLY WITH ALL REQUIREMENTS CONTAINED IN THE ADA OR OTHER LAWS. IDEAL SOLUTIONS IS NOT LICENCED TO INTERPRET LAWS OR GIVE ADVISE CONCERNING LAWS. THE OWNER SHOULD HAVE THIS DOCUMENT REVIEWED BY HIS ATTORNEY TO DETERMINE LEGAL COMPLIANCE.

CONTRACTOR'S NOTE

EXISTING POWER AND UTILITY LOCATIONS SHOWN HEREIN ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING POWER AND UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. IDEAL SOLUTIONS ASSUMES NO RESPONSIBILITY FOR POWER AND UTILITIES NOT SHOWN OR POWER AND UTILITIES NOT SHOWN IN THEIR PROPER LOCATIONS.

PRJ-54667
06/26/14

NO.	REVISION	BY	DATE	APP	DATE
6					
5					
4					
3					
2					
1					

4990 W. CRAIG ROAD
LAS VEGAS, NEVADA
SHEET:

KOSTER'S FINANCE
PROPOSED FLOOR PLAN

IDEAL SOLUTIONS
CAD DRAFTING SERVICES
2755 S. NELLIS BLVD. SUITE 10
LAS VEGAS, NEVADA 89121
TELEPHONE: 702.358.2383
EMAIL:IDEALSOLUTIONSDRAFTING@GMAIL.COM
WEB SITE: WWW.AS-BUILT-SERVICES.COM

CLIENT INFO:
KOSTER FINANCE, LLC
4310 CAMERON STREET STE. 9
LAS VEGAS NV, 89103
PH. 702.248.0010

DESIGNED BY:
DRAWN BY:
RDP
SIGNATURE:
SCALE:
1/4" = 1'
PROJECT DATE:
JUNE. 2014
SHEET INFO:
A.1
PROJECT #
XXX-XXXX

SUP-54783

CCSD

Real Property Management
4190 McLeod Drive, 2nd Floor
Las Vegas, NV 89121

School Development Tracking Form

http://ccsd.net/departments/real-property

Date Filed 7/3/2014 **Application Number** SUP-54783, PRJ-54667 **Entity** LV

Company Name Koster Finance LLC

Contact Name

Contact Mailing Address

City **State** **Zip Code**

Phone **Mobile** **Fax** **Email**

Project Name Koster's Cash Loans

Project Description 4990 W. Craig Rd., Ste. 1
Las Vegas, NV

APN's 138-01-619-005

Student Yield	Elementary School	Middle School	High School
Single-Family Units (1)	x 0.195 = 0	x 0.102 = 0	x 0.135 = 0
Multi-Family Units (2)	x 0.135 = 0	x 0.056 = 0	x 0.062 = 0
Resort Condo Units (3)			
Total	0	0	0

(1) *Single Family unit is defined as single family detached home, mobile home, and town homes.*
(2) *Multi-Family unit is defined as apartment, multiplexes, and condominiums.*
(3) *Resort Condominium units for tracking purposes only.*

** To be completed by CCSD*

Schools Serving the Area*					
Name	Address	Grade	Capacity	Enrollment	Site Date

CCSD Comments* no comment

☐ Approved ☐ Disapproved

SUP-54783 [PRJ-54667] - SPECIAL USE PERMIT - APPLICANT: KOSTER FINANCE, LLC - OWNER: ALTA MIRA SHOPPING CENTER, LLC
4990 WEST CRAIG ROAD, SUITE #1

07/03/14

KOSTER FINANCE, LLC
4310 S. Cameron St. Suite 9 • Las Vegas, NV 89103 • phone 702.248.0110 • fax 702.247.9687

June 26, 2014

RE: Parcel Number: 138-01-619-005 (**PRJ-54667**)

City of Las Vegas
Planning and Development Department
301 N. Ranch Dr.
Las Vegas, NV 89101

Dear Las Vegas Planning and Development Department:

Koster Finance, LLC d/b/a Koster's Cash Loans has applied for a Special Use Permit for a location consisting of 1,573 sq. ft. of space at 4990 Craig Rd., Suite 1, within the Las Vegas city limits. Services to be provided at this location are as follows: High-Interest Loans, Check Cashing, Auto Title Loans and Deferred Deposit.

Koster Finance, LLC d/b/a Koster's Cash Loans would like to request a waiver of the 1000 foot separation requirement as this location is 120 feet from an existing Title Loan use (Title Max), measured property-line to property-line (607 feet measured door-to-door). Koster's would also like to request a waiver of the 200 foot residential separation requirement, as this location has 0 feet of separation from residential, measured property-line to property-line (No direct access...travel between the two requires use of public right-of-way, for a distance of over a quarter-mile).

This is in an existing shopping center, and no modification to the exterior of the building will be required. We do not anticipate a significant impact on traffic or parking use, and no additional parking is required pursuant to Title 19.04. No vehicles will be stored on the premesis, and parking use shall be limited to employee and customer parking. The Hours of Operation will not extend beyond the hours of 08:00 - 23:00.

Should you require anything further, please do not hesitate to call me. I can be reached at my office 702-248-0110 or on my cell 702-296-6324.

Respectfuly,

Paul M. Smith
Executive Administrative Assistant
Koster Finance, LLC

PRJ-54667
06/26/14

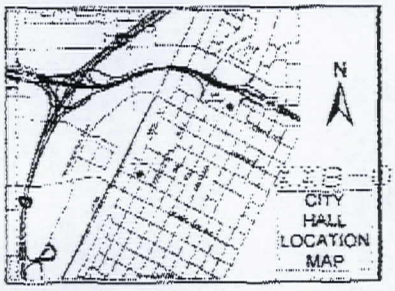
SUP-54783

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing

RECEIVED
AUG 0 4 2014
City of Las Vegas
Dept. of Planning



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 Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-54783 [PRJ-54667]
Planning Commission Meeting of 8/12/2014

I DO NOT WANT A AUTO TITLE LOAN BUSINESS BUILT NEAR MY RESIDENCE. PLEASE DO NOT APPROVE THE USE PERMIT.

Case: SUP-54783

13801618013
CRIS CHRISTINA M
5116 CAMINO DEL RANCHO
LAS VEGAS
NV 89130-5284

89130-01-14 LV NV 891 RX

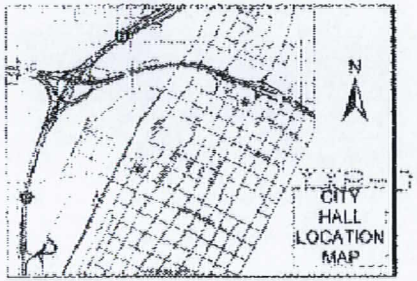
95 FRDGNMP 89130

33P

FROM : TenPin Alley PHONE NO. : 702 6588275 Aug. 03 2014 10:36AM P1

City of Las Vegas
Dept. of Planning
Development Services Center
333 N. Rancho Drive, 2nd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-54783 [PRJ-54667]

Planning Commission Meeting of 8/12/2014

PRESORTED FIRST CLASS

$00.46°
JUL 31 2014
MAILED FROM ZIPCODE 89101

RECEIVED
AUG 04 2014
City of Las Vegas
Dept. of Planning

Case: SUP-54783
13906114014
LETOURNEAU VICTOR A & EMMA J
4705 PACER AVE
NORTH LAS VEGAS
NV 89031-2154

334

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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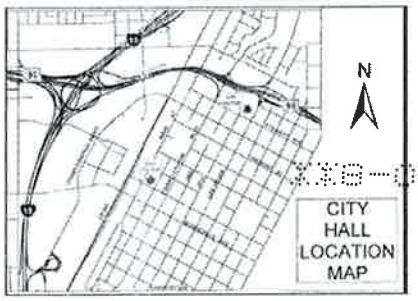
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



XXB-01-14 LV NV 891 XX

RECEIVED
AUG 06 2014
City of Las Vegas
Dept. of Planning

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-54783 [PRJ-54667]
Planning Commission Meeting of 8/12/2014

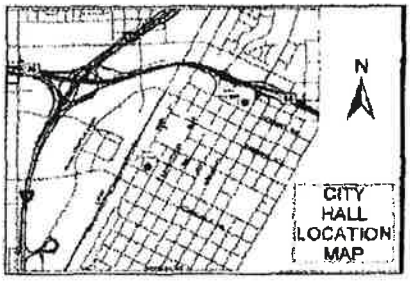
Case: SUP-54783
13906114002
MITLYNG ALLAN D & BARBARA REV TR
MITLYNG ALLAN D & BARBARA H TRS
4429 PALOMINO ESTATES ST
NORTH LAS VEGAS
NV 89031-2121

27 PRDCNMP 89031

Submitted after final agenda
Date 08/06/14 Item 33 P

Official Notice of Public Hearing

[redacted] MAILED FROM ZIP CODE 89101



RECEIVED
AUG 07 2014
City of Las Vegas
Dept. of Planning

-01-14 LV NV 891 XX

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-54783 [PRJ-54667]

Planning Commission Meeting of 8/12/2014

Case: SUP-54783

13801613025
BASSFORD MARK J & HELEN D REV TR
BASSFORD MARK J & HELEN D CO-TRS
5224 DEL LAGO DR
LAS VEGAS
NV 89130-5210

[redacted] PRDFNMP 89130

Submitted after final agenda
Date 08/07/14 Item 33P

Aug 07 2014 12:32PM PT Computer Repair 313-539-4762 page 1

RECEIVED
AUG 07 2014
City of Las Vegas
Dept. of Planning

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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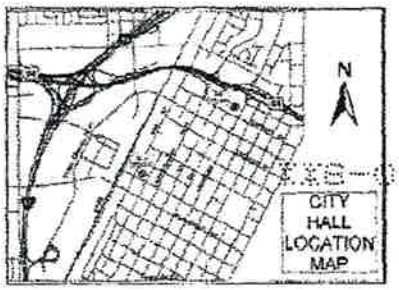
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



200ft is the requirement
Must follow zoning

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-54783 [PRJ-54667]
Planning Commission Meeting of 8/12/2014

Case: SUP-54783
13801615012
MICALLEF ANTHONY JOSEPH
16639 FIVE POINTS
REDFORD
MI 48240

Submitted after final agenda
Date 08/07/14 Item 33P

SO FRDGNMP 48240

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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0004279218 JUL 31 2014
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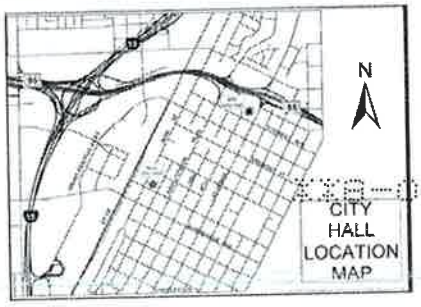
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-54783 [PRJ-54667]
Planning Commission Meeting of 8/12/2014

Case: SUP-54783
13801616003
TAVARES WESLEY L & K REV LIV TR
TAVARES WESLEY L & KUULEI U TRS
4508 STANDING BLUFF WY
LAS VEGAS
NV 89130-5374

Submitted after final agenda
Date 08/07/14 Item 33 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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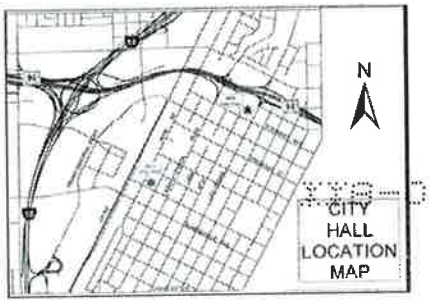

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Please use available blank space on card for your comments.

SUP-54783 [PRJ-54667]

Planning Commission Meeting of 8/12/2014

Case: SUP-54783

13801704001
D B J B 2006 TRUST
P O BOX 393
INDIAN SPRINGS
NV 89018-0393

Submitted after final agenda
Date 08/12/14 Item 33 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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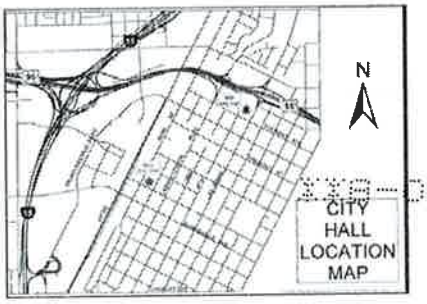

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-54783 [PRJ-54667]
Planning Commission Meeting of 8/12/2014

Case: SUP-54783
13801613061
RAIM BARBARA ANN
4425 VINCENTE LN
LAS VEGAS
NV 89130-5219

Submitted after final agenda
Date 08/06/14 Item 33 A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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MAILED FROM ZIP CODE 89101

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Official Notice of Public Hearing

RECEIVED
AUG 07 2014
City of Las Vegas
Dept. of Planning

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-54783 [PRJ-54667]
Planning Commission Meeting of 8/12/2014

Case: SUP-54783
13801618019
EICHER FAMILY TRUST
EICHER RAY L & ADELLE D TRS
4549 BLUE ROYAL DR
LAS VEGAS
NV 89130-5279

Submitted after final agenda
Date 08/07/14 Item 33A

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

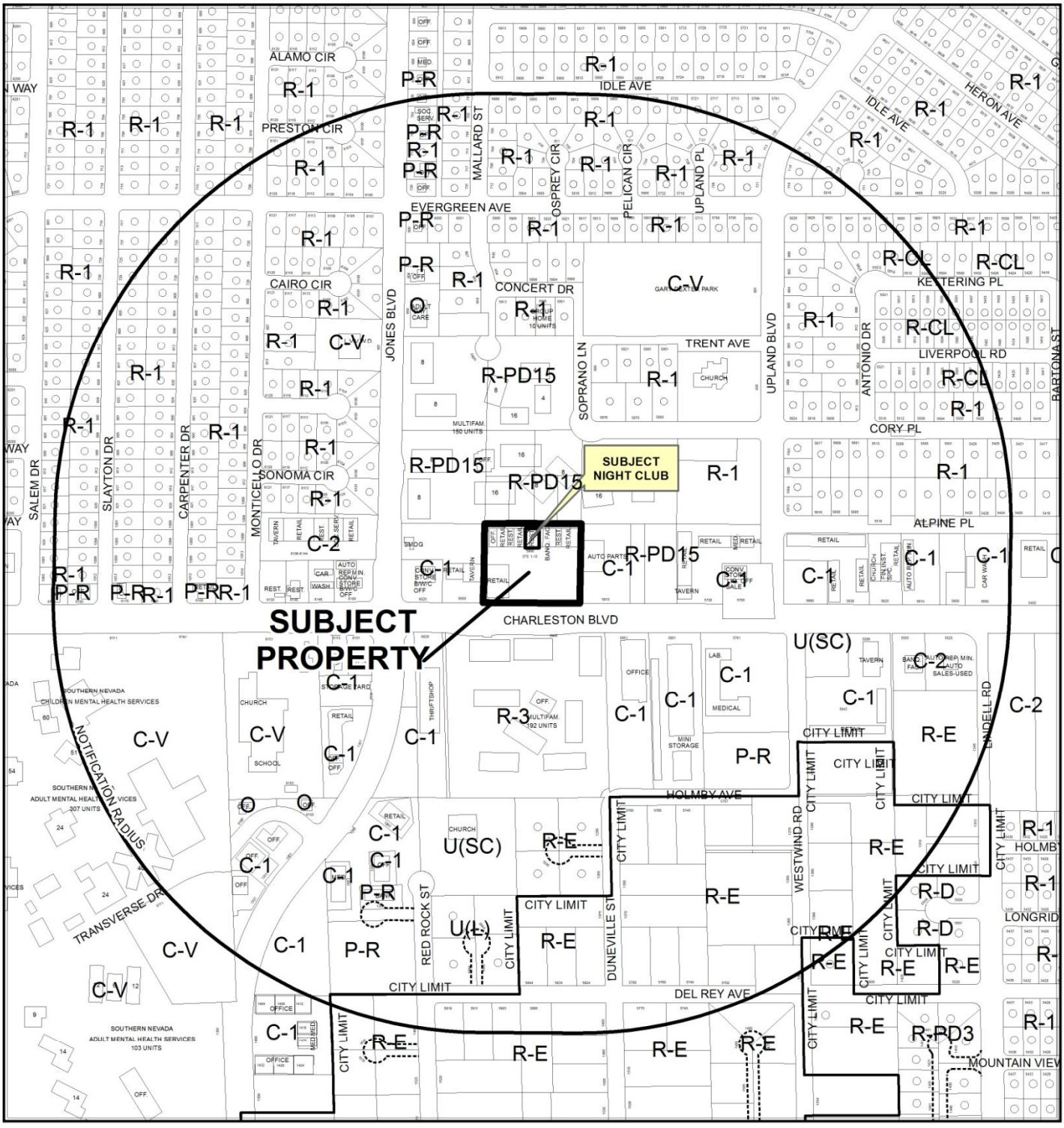
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-53803 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: HOOKAH MASTER'S LOUNGE - OWNER: CHARLESTON MARKETPLACE MALCAI, LLC - For possible action on a Required Review of an approved Special Use Permit (SUP-48035) FOR A NIGHT CLUB WITHIN AN EXISTING 5,775 SQUARE-FOOT RESTAURANT at 5900 West Charleston Boulevard, Suite #8 (APN 138-36-406-006), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. If Approved, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. City Council Approval Letter – SUP-48035



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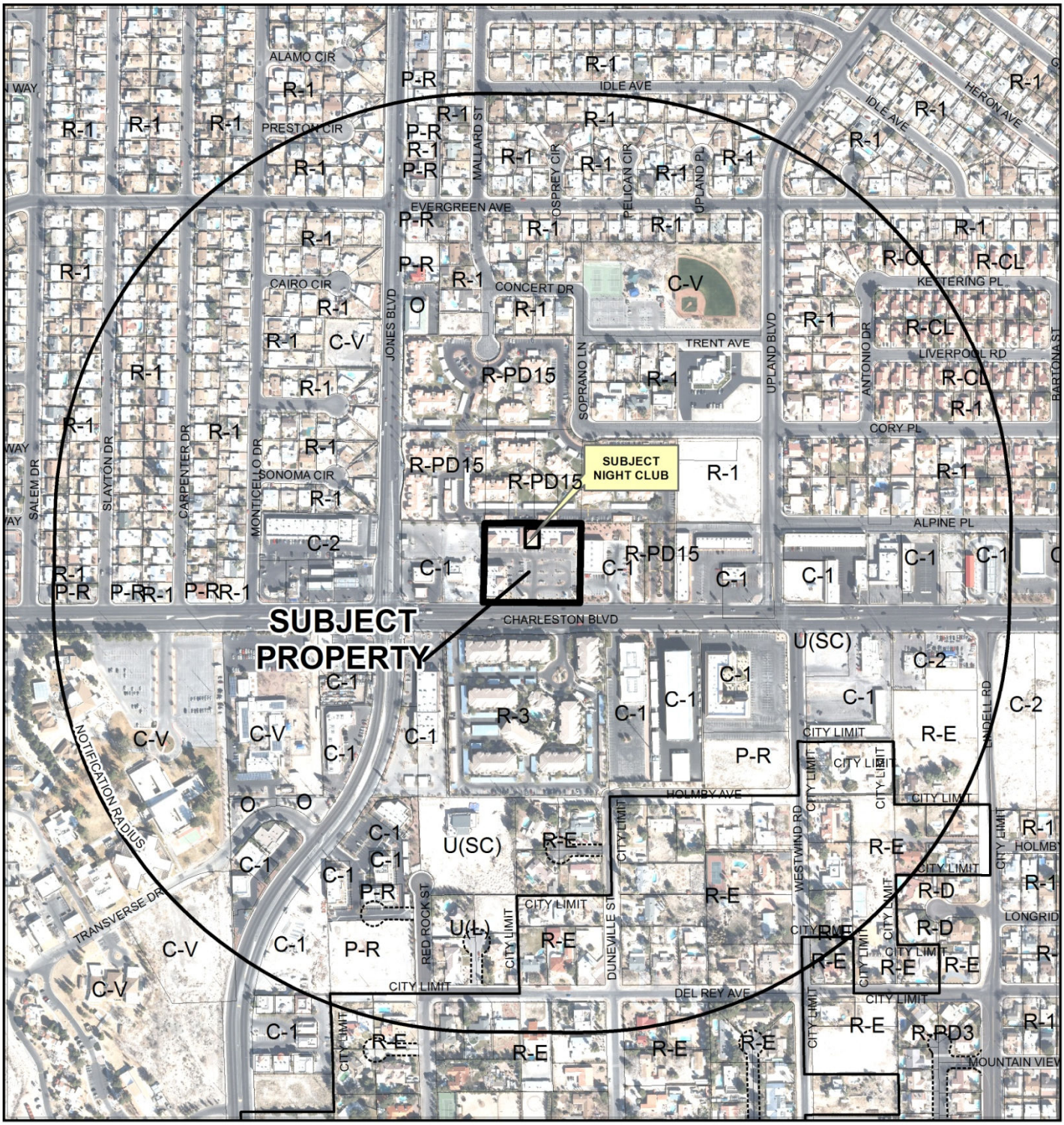
CASE: **RQR-53803**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 400 800 Feet

CASE: **RQR-53803**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: HOOKAH MASTER'S LOUNGE - OWNER: CHARLESTON MARKETPLACE MALCAI, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-53803	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

RQR-53803 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-48035) shall be required.

2. Payment of the required fees totaling $800.00 ($300.00 application fee, $500.00 notification fee) within 10 days of City Council action.

3. No further reviews shall be required.

4. 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 for a Required Review of a previously approved Special Use Permit (SUP-48035) for a Night Club within an existing 5,775 square-foot restaurant at 5900 West Charleston Boulevard, Suite #8. Per condition #1 of Special Use Permit (SUP-48035) a Required Review was mandated by City Council after approval to re-evaluate the impact of the approved Night Club has had on the subject site and the adjacent residential properties.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/02/66	The Board of City Commissioners approved a Rezoning (Z-0006-66) to C-1 (Limited Commercial) on the subject site as part of a larger request. The Planning Commission recommended approval.
10/18/99	The Planning Commission approved a Site Development Plan Review [Z-0006-66(42)] for a proposed single-story, 24,160 square-foot retail development on 2.12 acres on the north side of Charleston Boulevard, approximately 300 feet east of Jones Boulevard. Staff recommended approval.
02/16/05	The City Council approved a Special Use Permit (SUP-5659) for a proposed Beer/Wine/Cooler On-Sale Establishment at 5900 West Charleston Boulevard, Suite #4. The Planning Commission and staff recommended approval.
04/18/12	The City Council approved General Plan Amendment (GPA-43991) to establish the Redevelopment Area #2 and change future land use designation on various parcels within the Redevelopment Area #2 to MXU (Mixed Use) which includes the subject site.
06/05/13	The City Council approved a Special Use Permit (SUP-48036) for a proposed Supper Club within an existing 5,775 square-foot restaurant at 5900 West Charleston Boulevard, Suite #8. The Planning Commission and staff recommended approval.
07/10/13	The City Council approved Special Use Permit (SUP-48035) for a proposed Night Club within an existing 5,775 square-foot restaurant at 5900 West Charleston Boulevard, Suite #8. The Planning Commission and staff recommended approval.
09/04/13	The City Council approved Ordinance #6266, which deleted in its entirety the term “Supper Club” and its corresponding definition. And added the term “Restaurant with Alcohol” and its corresponding definition.

Most Recent Change of Ownership	
04/13/06	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
08/10/00	A building permit (#00014909) was issued for a retail shell building at 5900 West Charleston Boulevard. A final inspection was completed 08/03/01.
08/23/02	A business license (R10-00773) was issued for a Deli/Market at 5900 West Charleston Blvd., Suite #4. The license is still active.
11/08/02	A business license (L09-00192) was issued for a Beer/Wine/Cooler On-Sale Establishment at 5900 West Charleston Boulevard, Suite #10. The license is still active.
	A business license (R09-01175) was issued for a Restaurant at 5900 West Charleston Boulevard, Suite #10. The license is still active.
01/12/04	A building permit (#04000582) was issued for a retail shell building at 5950 West Charleston Boulevard. A final inspection was completed 07/12/04.
02/13/12	A building permit (204467) was issued for four wall signs at 5900 West Charleston Boulevard, Suite #8. The permit was never finalized.
03/22/12	A building permit (204198) was issued for a Tenant Improvement for a Certificate of Occupancy at 5900 West Charleston Boulevard, Suite #8, combining suites 5 through 9 into one suite. The permit was finalized on 06/28/12.
05/02/12	A business license (C05-98413) was issued for a Tobacco Dealer at 5900 West Charleston Boulevard, Suite #8. The license is still active.
	A business license (D19-98417) was issued for a Night Club at 5900 West Charleston Boulevard, Suite #8. The license was marked out of business on 06/06/13.
	A business license (T50-98414) was issued for a Hookah Lounge at 5900 West Charleston Boulevard, Suite #8. The license is still active.
12/10/12	A business license enforcement case (123122) was processed for the failure to maintain the employees list and an overage of 29 seats in the lounge area at 5900 West Charleston Boulevard, Suite #8. The case was resolved on 09/20/13.
12/11/12	A business license (R09-92775) was issued for a restaurant at 5900 West Charleston Boulevard, Suite #8. The license is still active.
06/12/13	A temporary business license (L21-94705) was issued for a Restaurant with Alcohol at 5900 West Charleston Boulevard, Suite #8. The license is still active, but will expire on 09/06/14.
09/05/13	A temporary business license (D19-96607) was issued for a Night Club at 5900 West Charleston Boulevard, Suite #8. The license is still active, but will expire on 09/06/14.
11/26/13	A business license enforcement case (135806) was processed for unapproved limited themed entertainment during dining and out of date employee list at

	5900 West Charleston Boulevard, Suite #8. The case is still open.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.
Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
06/26/14	Staff conducted a field check of the subject site and found the area surrounding the business clean and neat in appearance with no discrepancies noted.

Details of Application Request	
Site Area	
Net Acres	2.12

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Restaurant with Alcohol/Night Club/Hookah Lounge	MXU (Mixed Use)	C-1 (Limited Commercial)
North	Multi-Family Residential	M (Medium Density Residential)	R-PD15 (Residential Planned Development – 15 Units Per Acre)
South	Multi-Family Residential (Condominiums)	M (Medium Density Residential)	R-3 (Medium Density Residential)
East	Auto Parts (New & Rebuilt)	MXU (Mixed Use)	C-1 (Limited Commercial)
West	Liquor Establishment (Tavern)	MXU (Mixed Use)	C-1 (Limited Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (200 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area #2	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is a Required Review of a previously approved Special Use Permit (SUP-48035) which permitted a Night Club use within an existing 5,775 square-foot Restaurant at 5900 West Charleston Boulevard, Suite #8. A temporary business license (L21-94705) was issued for a Restaurant with Alcohol use on June 12, 2013, with an additional temporary business license (D19-96607) issued on September 12, 2013 for the Night Club use. Ordinance #6266 deleted in its entirety the term "Supper Club" and adds the term "Restaurant with Alcohol" and its corresponding definition. The applicant has obtained the appropriate business licenses and has incurred a few calls for service by the Metropolitan Police Department to the subject site, but none are directly related to the operation of the subject business. The applicant has experienced two business license enforcement cases related to the operation of the Night Club:

- December 10, 2012 a business license enforcement case (123122) was processed for the failure to maintain the employees list and an overage of 29 seats in the lounge area;
- November 26, 2013 a business license enforcement case (135806) was processed for unapproved limited themed entertainment during dining and possession of an out of date employee list.

FINDINGS

The approved Night Club and Restaurant with Alcohol uses are incompatible with each other, as a Night Club is characterized by any or all of the following principal Activities:

- Live, recorded or televised entertainment, including but not limited to performance by magicians, musicians or comedians;
- Dancing.

A Restaurant with Alcohol is characterized by:

- The restaurant operation is the principal portion of the business.

As the two uses cannot operate concurrently due to the Night Club use operating as the principal portion of the business, staff recommends denial of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 26

NOTICES MAILED 454 (By Planning)

APPROVALS 0

PROTESTS 0

JG

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Numbe **RQR-53803** APN: 13836406006

Name of Property Owner: CHARLESTON MARKETPLACE MALCAI

Name of Applicant: HOOKAH MASTER'S LOUNGE

Name of Representative: SARKIS ARSHAKUNI

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: Masao Ishikawa

Print Name: MASAO ISHIKAWA

Subscribed and sworn before me

This 15 day of JANUARY, 2013

Desiree Lowery

Notary Public in and for said County and State

DESIREE MARIE LOWERY
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 4-15-2014
Certificate No: 10-1999-1

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JUL 24 2014

City of Las Vegas
Department of Planning

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: NIGHT CLUB

Project Address (Location) 5900 W CHARLESTON BLVD #8

Project Name HOOKAH MASTER'S LOUNGE **Proposed Use** NIGHT CLUB

Assessor's Parcel #(s) 13836406006 **Ward #** 1 - Tarkanian

General Plan: existing _____ proposed _____ **Zoning:** existing C-1 proposed C-1

Commercial Square Footage 5,775 **Floor Area Ratio** _____

Gross Acres 2.12 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Charleston Marketplace Malcai **Contact** _____

Address PO BOX 70310 **Phone:** _____ **Fax:** _____

City PASADENA **State** CA **Zip** 91117-7310

E-mail Address _____

APPLICANT HOOKAH MASTER'S LOUNGE **Contact** SARKIS ARSHAKUNI

Address 5900 W CHARLESTON BLVD #8 **Phone:** (702) 776-8000 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89146

E-mail Address SARKIS@HOOKAHMASTERSLOUNGE.COM

REPRESENTATIVE SARKIS ARSHAKUNI **Contact** _____

Address 5900 W CHARLESTON BLVD #8 **Phone:** (702) 302-1317 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89146

E-mail Address SARKIS@HOOKAHMASTERSLOUNGE.COM

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Masao Ishikawa

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name MASAO ISHIKAWA

Subscribed and sworn before me

This 15 day of JANUARY, 20 13.

Desiree Lowery

Notary Public in and for said County and State

DESIREE MARIE LOWERY
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 4-15-2014
Certificate No: 10-1888-1

FOR DEPARTMENT USE ONLY

Case #	RQR-53803
Meeting Date:	9/3/14
Total Fee:	$ 800.00
Date Received:*	
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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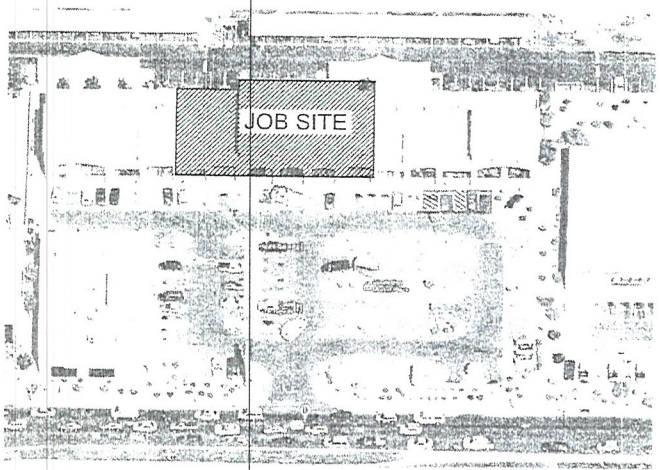
Department of Planning

Hookah Master's Lounge

5900 West Charleston Blvd #8, Suite 5 Thru 9
City Of Las Vegas, Nevada 89146



SITE PLAN
NTS

REQUIRED PLUMBING FIXTURES PER 2009 IBC TABLE 2902.1 FOR OCCUPANCY A2
MALE & FEMALE 140 PEOPLE
1WC PER 75 1LAV PER 200

PLBG FIXTURES REQUIRED
2-WC 1-LAV 1-SERVICE SINK
PLBG FIXTURES PROVIDED
2-WC 2-LAV. 1-SERVICE SINK

DRAWING INDEX

A-1	TITLE SHEET
A-2	FLOOR AND REFLECTED CEILING PLAN
A-3	REFLECTED CEILING DETAILS
M-1	HVAC PLAN SYMBOLS SCHEDULE NOTES & DIAGRAM
M-2	HVAC ROOF PLAN
M-3	KITCHEN HOOD DETAILS
P-1	PLUMBING SYMBOLS SCHEDULES NOTES & DIAGRAM
P-2	PLUMBING PLAN
E-1	ELECTRICAL SYMBOLS SCHEDULES NOTES & DIAGRAM
E-2	ELECTRICAL PLAN
EC1	2006 ENERGY COMPLIANCE REPORT

COMMERCIAL KITCHEN NOTES

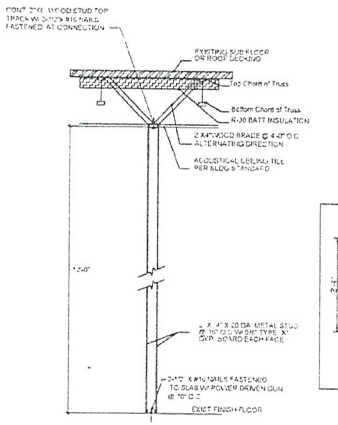
1. ALL WORKS AND MATERIALS SHALL COMPLY WITH 2006 IBC, UMC, UPC, NFPA, IECC, 2005 NEC CLARK COUNTY HEALT DEQARTMENT, SOUTHERN NEVADA AND CITY OF LAS VEGAS LATEST RULES AND REGULATION.
2. ALL KITCHEN EQUIPMENT SHALL BE U.L. LISTED OR NSF APPROVED.
3. KITCHEN FLOOR SHALL BE TILES.
4. KITCHEN WALLS SHALL HAVE FRP PANELS OR STAINLESS STEEL.
5. KITCHEN CEILING SHALL BE T-BAR WASHABLE TYPE OR GYPSUM BOARD WITH SIMIGLOSE PAINT.
6. KITCHEN LIGHTING SHALL HAVE 50 FOOT CANDLE MINIMUM ILLUMINATION.
7. TYPE-I HOOD SHALL BE U.L. LISTED COMPLETE WITH EXHAUST FAN, GREASE DUCT, MAKE UP AIR UNIT, FIRE SUPRESSION SYSTEN AND STAINLESS STEEL BACKING.
8. ALL GAS COOKING EQUIPMENT SHALL HAVE A QUICK DISCONNECT GAS CONNECTOR.
9. ALL KITCHEN DRAINS AND INDIRECT DRAINS SHALL BE CONNECTED TO THE GREASE INTERCEPTOR.

PROJECT DATA

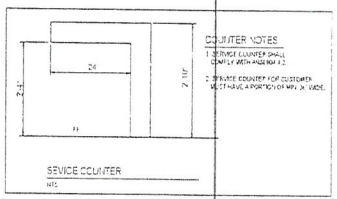
CODE ANALYSIS (PROJECT DATA)

BUILDING DEPARTMENT	CITY OF LAS VEGAS
CONSTRUCTION TYPE	V-B
FIRE SPRINKLERS	YES
OCCUPANCY CLASSIFICATION	A2 (BAR / LOUNGE)
AREA	5775 SF
TOTAL OCCUPANT LOAD	232
RESTAURANT (3895 sf)	220
KITCHEN/SERVICE (1890sf)	12
EXIT ANALYSIS	(2) EXITS REQUIRED UNDER 50 PEOPLE (3) EXITS PROVIDED

BUILDING CODES: 2009 IBC, UPC, UMC, IECC, NFPA, UFC, 2008 NEC CITY OF LAS VEGAS AND SOUTH NEVADA CODE AMMENDMENTS. AND 2003 ICC/ANSI A117.1



INTERIOR WALL PARTITION DETAIL
NTS



COUNTER NOTES
1. STORAGE COUNTER SHALL COMPLY WITH ANSI/NSF 2.2
2. PRIVATE COUNTER FOR CUSTOMER MUST HAVE A PORTION OF MIN. 24" WIDE.

INTERIOR FINISH SCHEDULE

ROOM NAME	FLOOR	WALL	CLG. MAT'L	CLG. HT.
HOOKAH LOUNGE	TILES	GYP. BD. DRY WALL	2X4 T-BAR CEILING	12'-0"
KITCHEN	TILES	FRP/STAINLESS STEEL	2X4 T-BAR WASHABLE FRP CEILING	9'-0"
TOILET	CERAMIC TILES	GYP. BD. DRY WALL (WASHABLE LT. COLOR SEMIEL PAINT (SIMGLOTH)	GYP. BD. CEILING - WHITE COLOR SEMI GLOSS OIL BASE PAINT	9'-0"
OFFICE	TILES	GYP. BD. DRY WALL	2X4 T-BAR CEILING	12'-0"
CASHIER/CUSTOMER SERVICE	TILES	GYP. BD. DRY WALL	2X4 T-BAR CEILING	12'-0"

OPEN AND CEILING EXPOSE ROOF STRUCTURE

Hookah Master's Lounge
5900 West Charleston Blvd. Suite #5, 6, 7, 8 & 9, Las Vegas, Nevada 89146 PARCEL# 138-36-406-006

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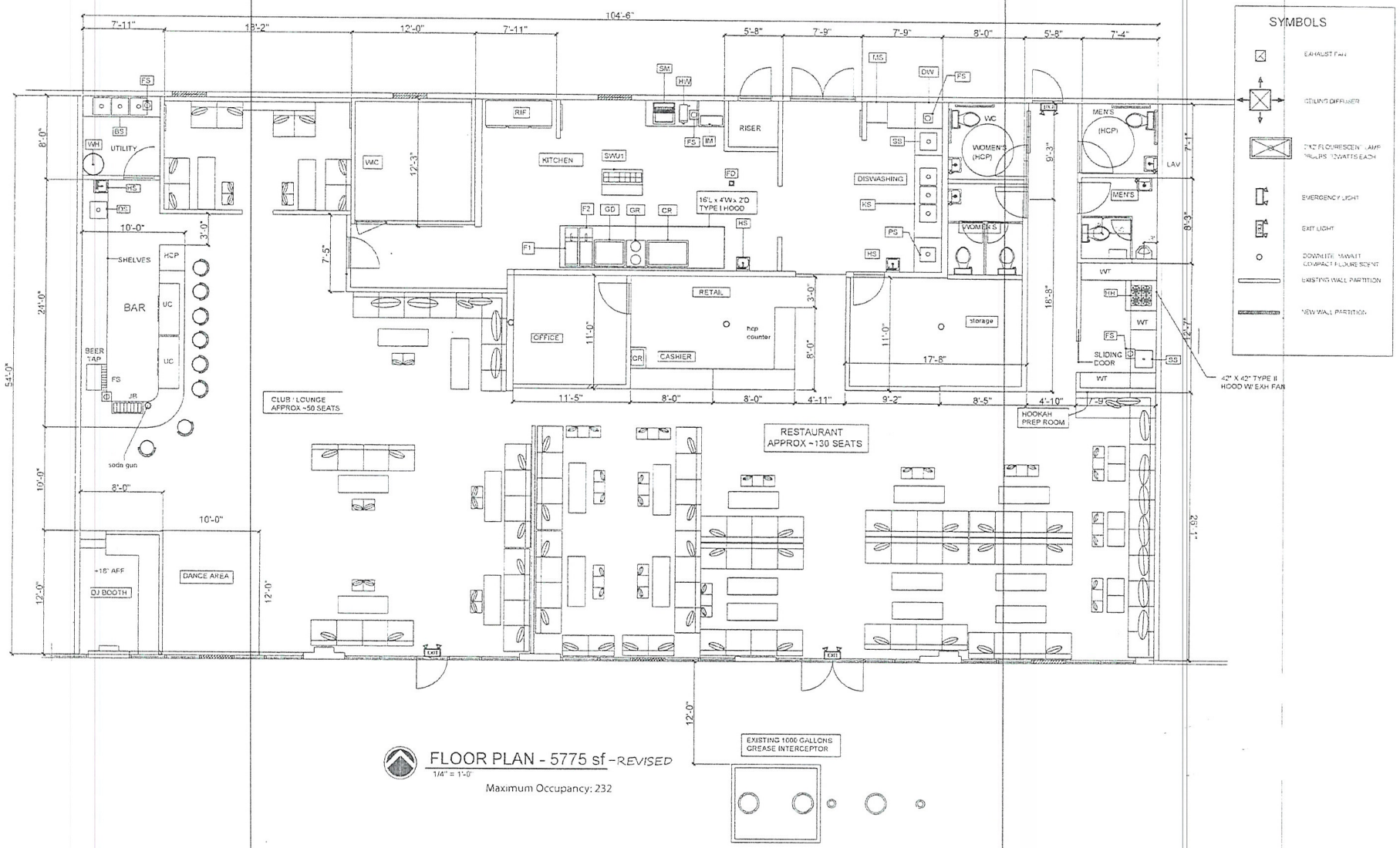
RQR-53803
JUL 2 4 2014
City of Las Vegas
Department of Planning



FLOOR PLAN - 5775 sf - *REVISED*

1/4" = 1'-0"

Maximum Occupancy: 232

Hookah Master's Lounge

5900 West Charleston Blvd, Suite #5, 6, 7, 8 & 9, Las Vegas, Nevada 89146 PARCEL# 138-36-406-006

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JUL 2 4 2014
City of Las Vegas
Department of Planning

A2

RQR-53803

RQR-53803 - APPLICANT: HOOKAH MASTER'S LOUNGE - OWNER: CHARLESTON MARKETPLACE MALCAI, LLC
5900 WEST CHARLESTON BOULEVARD, SUITE #8

06/26/14

July 24, 2013

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

Charleston Marketplace Malcai
P.O. Box 70310
Pasadena, California 91117

RE: SUP-48035 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JULY 10, 2013

Dear Applicant:

The City Council at a regular meeting held July 10, 2013, APPROVED the request for a Special Use Permit FOR A PROPOSED NIGHT CLUB WITHIN AN EXISTING 5,775 SQUARE-FOOT RESTAURANT at 5900 West Charleston Boulevard, Suite #8 (APN 138-36-406-006), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on July 11, 2013. This approval is subject to:

Added Conditions

A. Conformance to the approved conditions of Special Use Permit (SUP-48036) for the Supper Club use.

B. The Night Club use shall be operated as accessory to the approved Supper Club (SUP-48036) use; the restaurant operation shall be the principal portion of the business. Should the Supper Club use cease to operate, the Nightclub use shall also cease operations and this Special Use Permit shall be expunged.

C. The hours of operations of the use shall be from 11:00 a.m. to 2:00 a.m. on weekdays and from 11:00 a.m. to 4:00 a.m. on weekends.

Planning

1. **One year required review at City Council as a Public Hearing.**

2. Handicap parking shall be provided in accordance with code requirements.

3. Conformance to the approved conditions for Rezoning (Z-0006-66) and Site Development Plan Review [Z-0006-66(42)].

4. Prior to issuance of a full business license for the use, noise impacts to surrounding properties shall be mitigated in conformance with the requirements of Title 9.16.

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

RQR-53803

5. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

6. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

Flinn Fagg
Planning Director

cc: Sarkis Arshakuni
Hooka Master's Lounge
5900 West Charleston Boulevard, Suite #8
Las Vegas, Nevada 89146

RQR-53803

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

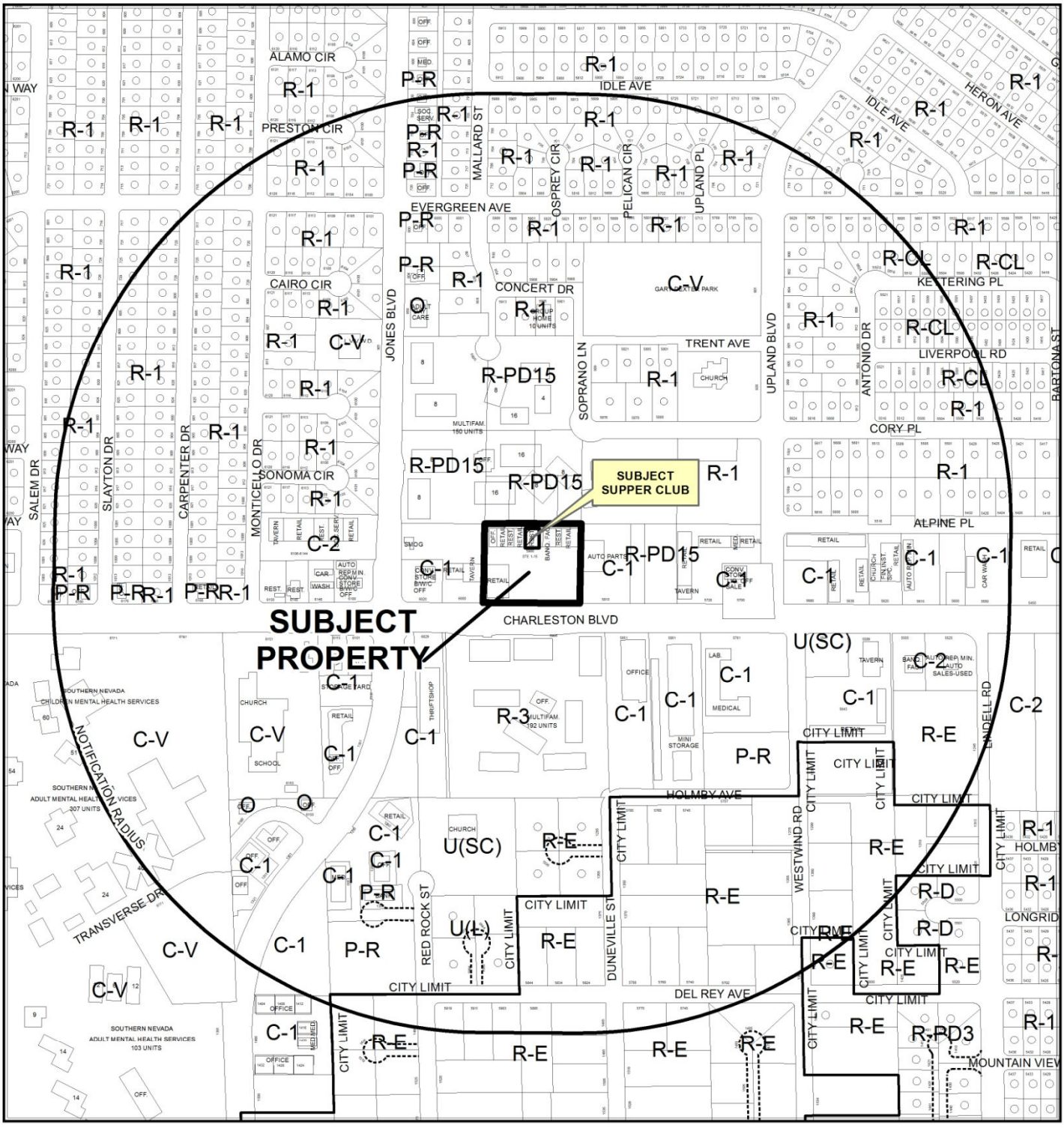
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-54666 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: HOOKAH MASTER'S LOUNGE - OWNER: CHARLESTON MARKETPLACE MALCAI, LLC - For possible action on a Required Review of an approved Special Use Permit (SUP-48036) FOR A SUPPER CLUB WITHIN AN EXISTING 5,775 SQUARE-FOOT RESTAURANT at 5900 West Charleston Boulevard, Suite #8 (APN 138-36-406-006), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. If Approved, subject to conditions:

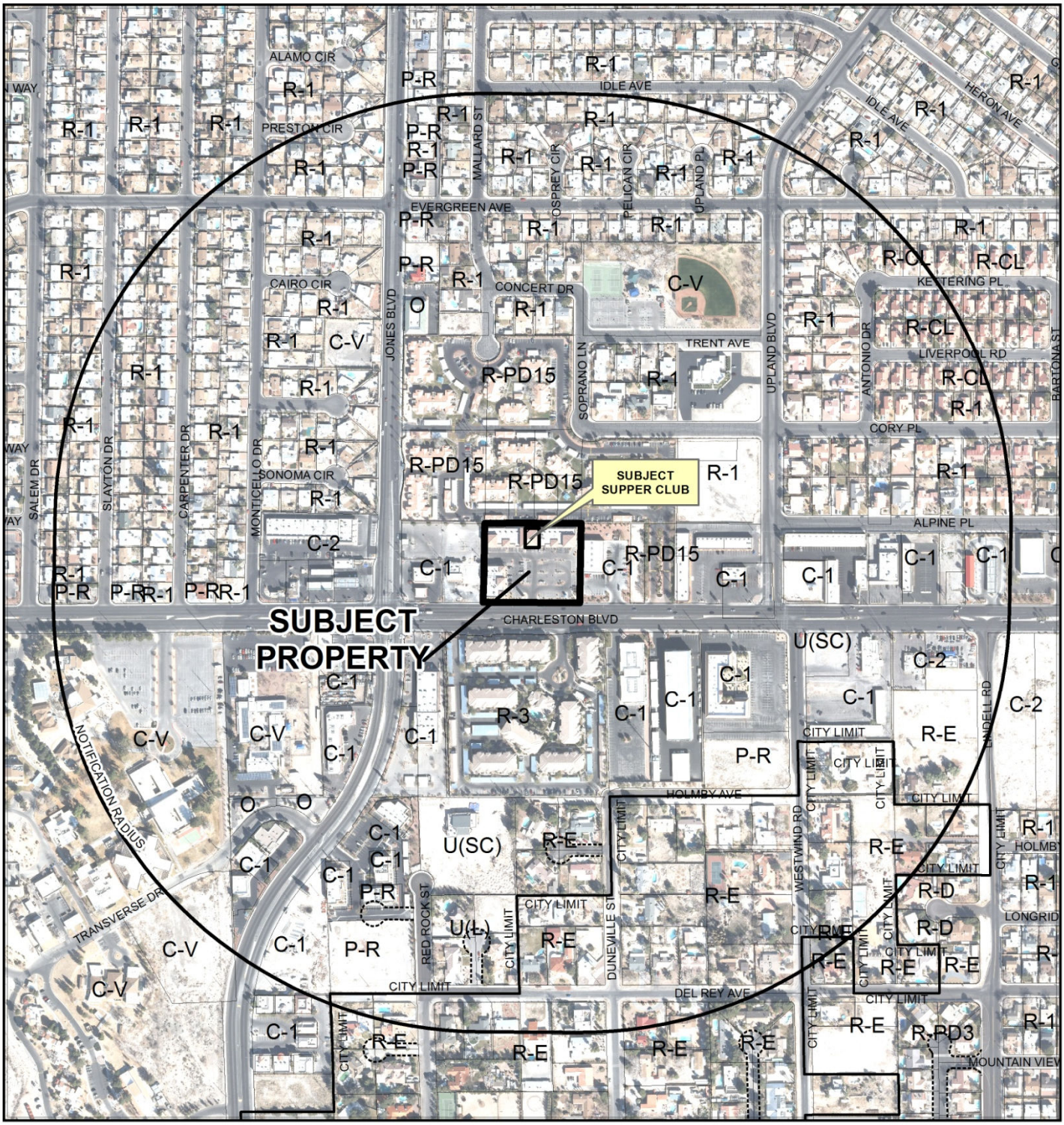
BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. City Council Approval Letter – SUP-48036



CASE: **RQR-54666**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



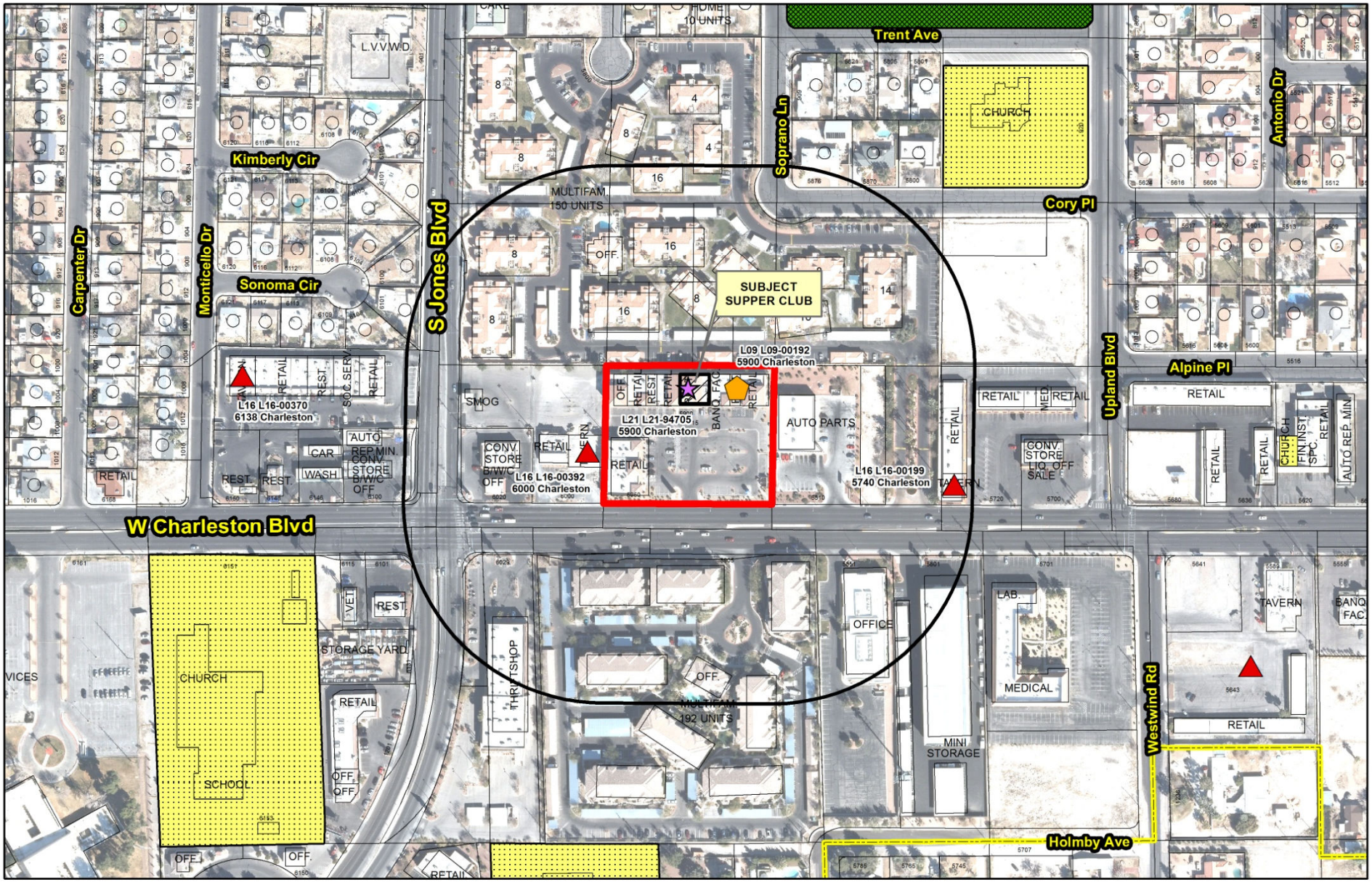
0 400 800 Feet

CASE: **RQR-54666**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



RQR-54666

Supper Club

Business Licenses

- Beer/Wine/Cooler On-Sale
- Tavern
- Restaurant With Alcohol/ Restaurant With Service Bar/ Beer Wine Room/ Ancillary Brew Pub

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility
- Subject Property
- 400 foot buffer

N

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

Date: Wednesday, September 03, 20

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 17, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: HOOKAH MASTER'S LOUNGE - OWNER: CHARLESTON MARKETPLACE MALCAI, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-54666	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

RQR-54666 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-48036) shall be required.

2. Payment of the required fees totaling $1050.00 ($300.00 application fee, $750.00 notification fee) within 10 days of City Council action.

3. No further reviews shall be required.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application for a Required Review of a previously approved Special Use Permit (SUP-48036) for a Supper Club within an existing 5,775 square-foot restaurant at 5900 West Charleston Boulevard, Suite #8. Per condition #1 of Special Use Permit (SUP-48036) a Required Review was mandated by City Council after approval to re-evaluate the impact the approved Supper Club has had on the subject site and the adjacent residential properties.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/02/66	The Board of City Commissioners approved a Rezoning (Z-0006-66) to C-1 (Limited Commercial) on the subject site as part of a larger request. The Planning Commission recommended approval.
10/18/99	The Planning Commission approved a Site Development Plan Review [Z-0006-66(42)] for a proposed single-story, 24,160 square-foot retail development on 2.12 acres on the north side of Charleston Boulevard, approximately 300 feet east of Jones Boulevard. Staff recommended approval.
02/16/05	The City Council approved a Special Use Permit (SUP-5659) for a proposed Beer/Wine/Cooler On-Sale Establishment at 5900 West Charleston Boulevard, Suite #4. The Planning Commission and staff recommended approval.
04/18/12	The City Council approved General Plan Amendment (GPA-43991) to establish the Redevelopment Area #2 and change future land use designation on various parcels within the Redevelopment Area #2 to MXU (Mixed Use) which includes the subject site.
06/05/13	The City Council approved a Special Use Permit (SUP-48036) for a proposed Supper Club within an existing 5,775 square-foot restaurant at 5900 West Charleston Boulevard, Suite #8. The Planning Commission and staff recommended approval.
07/10/13	The City Council approved Special Use Permit (SUP-48035) for a proposed Night Club within an existing 5,775 square-foot restaurant at 5900 West Charleston Boulevard, Suite #8. The Planning Commission and staff recommended approval.
09/04/13	The City Council approved Ordinance #6266, which deleted in its entirety the term “Supper Club” and its corresponding definition. And added the term “Restaurant with Alcohol” and its corresponding definition.

Most Recent Change of Ownership	
04/13/06	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
08/10/00	A building permit (#00014909) was issued for a retail shell building at 5900 West Charleston Boulevard. A final inspection was completed 08/03/01.
08/23/02	A business license (R10-00773) was issued for a Deli/Market at 5900 West Charleston Blvd., Suite #4. The license is still active.
11/08/02	A business license (L09-00192) was issued for a Beer/Wine/Cooler On-Sale Establishment at 5900 West Charleston Boulevard, Suite #10. The license is still active.
	A business license (R09-01175) was issued for a Restaurant at 5900 West Charleston Boulevard, Suite #10. The license is still active.
01/12/04	A building permit (#04000582) was issued for a retail shell building at 5950 West Charleston Boulevard. A final inspection was completed 07/12/04.
02/13/12	A building permit (204467) was issued for four wall signs at 5900 West Charleston Boulevard, Suite #8. The permit was never finalized.
03/22/12	A building permit (204198) was issued for a Tenant Improvement for a Certificate of Occupancy at 5900 West Charleston Boulevard, Suite #8, combining suites 5 through 9 into one suite. The permit was finalized on 06/28/12.
05/02/12	A business license (C05-98413) was issued for a Tobacco Dealer at 5900 West Charleston Boulevard, Suite #8. The license is still active.
	A business license (D19-98417) was issued for a Night Club at 5900 West Charleston Boulevard, Suite #8. The license was marked out of business on 06/06/13.
	A business license (T50-98414) was issued for a Hookah Lounge at 5900 West Charleston Boulevard, Suite #8. The license is still active.
12/10/12	A business license enforcement case (123122) was processed for the failure to maintain the employees list and an overage of seats in the lounge area at 5900 West Charleston Boulevard, Suite #8. The case was resolved on 09/20/13.
12/11/12	A business license (R09-92775) was issued for a restaurant at 5900 West Charleston Boulevard, Suite #8. The license is still active.
06/12/13	A temporary business license (L21-94705) was issued for a Restaurant with Alcohol at 5900 West Charleston Boulevard, Suite #8. The license is still active, but will expire on 09/06/14.
09/05/13	A temporary business license (D19-96607) was issued for a Night Club at 5900 West Charleston Boulevard, Suite #8. The license is still active, but will expire on 09/06/14.
11/26/13	A business license enforcement case (135806) was processed for unapproved limited themed entertainment during dining and out of date employee list at

	5900 West Charleston Boulevard, Suite #8. The case is still open.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
06/26/14	Staff conducted a field check of the subject site and found the area surrounding the business clean and neat in appearance with no discrepancies noted.

Details of Application Request	
Site Area	
Net Acres	2.12

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Restaurant with Alcohol/Night Club/Hookah Lounge	MXU (Mixed Use)	C-1 (Limited Commercial)
North	Multi-Family Residential	M (Medium Density Residential)	R-PD15 (Residential Planned Development – 15 Units Per Acre)
South	Multi-Family Residential (Condominiums)	M (Medium Density Residential)	R-3 (Medium Density Residential)
East	Auto Parts (New & Rebuilt)	MXU (Mixed Use)	C-1 (Limited Commercial)
West	Liquor Establishment (Tavern)	MXU (Mixed Use)	C-1 (Limited Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (200 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area #2	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is a Required Review of a previously approved Special Use Permit (SUP-48036) which permitted a Supper Club use within an existing 5,775 square-foot Restaurant at 5900 West Charleston Boulevard, Suite #8. On September 04, 2013 Ordinance #6266 deleted in its entirety the term "Supper Club" and adds the term "Restaurant with Alcohol" and its corresponding definition. A temporary business license (L21-94705) was issued for a Restaurant with Alcohol use on June 12, 2013, with an additional temporary business license (D19-96607) issued on September 12, 2013 for the Night Club use. The applicant has obtained the appropriate business licenses and has incurred a few calls for service by the Metropolitan Police Department to the subject site, but none are directly related to the operation of the subject business.

FINDINGS

The approved Restaurant with Alcohol and Night Club uses are incompatible with each other, as a Restaurant with Alcohol is characterized by any or all of the following principal Activities:

- The restaurant operation is the principal portion of the business.

A Night Club is characterized by any or all of the following principal Activities:

- Live, recorded or televised entertainment, including but not limited to performance by magicians, musicians or comedians;
- Dancing.

As the two uses cannot operate concurrently due to the Night Club use operating as the principal portion of the business, staff recommends denial of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 26

NOTICES MAILED 454 (By Planning)

APPROVALS 0

PROTESTS 0

JG

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-54666** APN: 13836406006

Name of Property Owner: CHARLESTON MARKETPLACE MALCAI

Name of Applicant: HOOKAH MASTER'S LOUNGE

Name of Representative: SARKIS ARSHAKUNI

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: Masao Ishikawa

Print Name: MASAO ISHIKAWA

Subscribed and sworn before me

This 15 day of JANUARY, 20 13

Desiree Lowery

Notary Public in and for said County and State

DESIREE MARIE LOWERY
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 4-15-2014
Certificate No: 10-1998-1

RECEIVED

JUL 2 4 2014

City of Las Vegas
Department of Planning

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SUPPER CLUB

Project Address (Location) 5900 W CHARLESTON BLVD #8

Project Name HOOKAH MASTER'S LOUNGE **Proposed Use** SUPPER CLUB

Assessor's Parcel #(s) 13836406006 **Ward #** 1 - Tarkanian

General Plan: existing _____ proposed _____ **Zoning:** existing C-1 proposed C-1

Commercial Square Footage 5,775 **Floor Area Ratio** _____

Gross Acres 2.12 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Charleston Marketplace Malcai **Contact** _____

Address PO BOX 70310 **Phone:** _____ **Fax:** _____

City PASADENA **State** CA **Zip** 91117-7310

E-mail Address _____

APPLICANT HOOKAH MASTER'S LOUNGE **Contact** SARKIS ARSHAKUNI

Address 5900 W CHARLESTON BLVD #8 **Phone:** (702) 776-8000 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89146

E-mail Address SARKIS@HOOKAHMASTERSLOUNGE.COM

REPRESENTATIVE SARKIS ARSHAKUNI **Contact** _____

Address 5900 W CHARLESTON BLVD #8 **Phone:** (702) 302-1317 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89146

E-mail Address SARKIS@HOOKAHMASTERSLOUNGE.COM

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Masao Ishikawa

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name MASAO ISHIKAWA

Subscribed and sworn before me

This 15 day of JANUARY, 20 13.

Desiree Lowery

Notary Public in and for said County and State

DESIREE MARIE LOWERY
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 4-15-2014
Certificate No: 10-1969-1

FOR DEPARTMENT USE ONLY

Case #	RQR-54606
Meeting Date:	9/3/14
Total Fee:	$ 1050.00
Date Received:	
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.

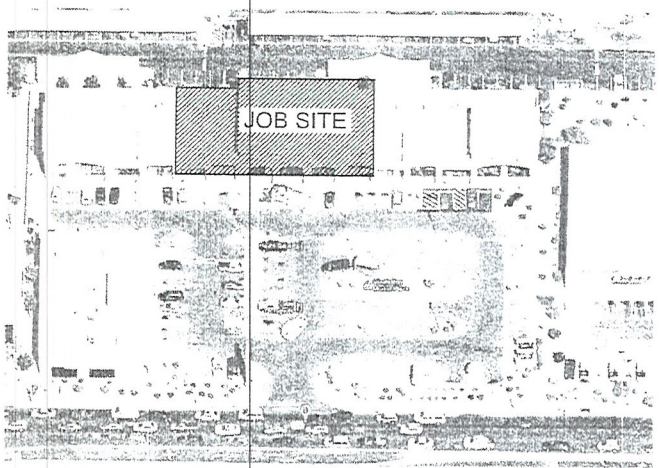
RECEIVED

JUL 24 2014

City of Las Vegas
Department of Planning

Hookah Master's Lounge

5900 West Charleston Blvd #8, Suite 5 Thru 9
City Of Las Vegas, Nevada 89146



SITE PLAN
NTS

REQUIRED PLUMBING FIXTURES PER 2009 IBC TABLE 2902.1 FOR OCCUPANCY A2
MALE & FEMALE 140 PEOPLE
1WC PER 75 1LAV PER 200

PLBG FIXTURES REQUIRED
2-WC 1-LAV 1-SERVICE SINK
PLBG FIXTURES PROVIDED
2-WC 2-LAV. 1-SERVICE SINK

DRAWING INDEX

A-1	TITLE SHEET
A-2	FLOOR AND REFLECTED CEILING PLAN
A-3	REFLECTED CEILING DETAILS
M-1	HVAC PLAN SYMBOLS SCHEDULE NOTES & DIAGRAM
M-2	HVAC ROOF PLAN
M-3	KITCHEN HOOD DETAILS
P-1	PLUMBING SYMBOLS SCHEDULES, NOTES & DIAGRAM
P-2	PLUMBING PLAN
E-1	ELECTRICAL SYMBOLS SCHEDULES, NOTES & DIAGRAM
E-2	ELECTRICAL PLAN
EC1	2006 ENERGY COMPLIANCE REPORT

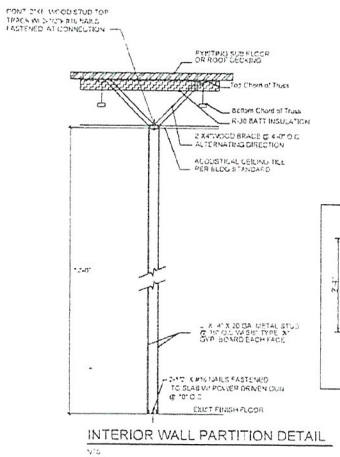
COMMERCIAL KITCHEN NOTES

1. ALL WORKS AND MATERIALS SHALL COMPLY WITH 2006 IBC, UMC, UPC, NFPA, IECC, 2005 NEC CLARK COUNTY HEALT DEQARTMENT, SOUTHERN NEVADA AND CITY OF LAS VEGAS LATEST RULES AND REGULATION.
2. ALL KITCHEN EQUIPMENT SHALL BE U.L. LISTED OR NSF APPROVED.
3. KITCHEN FLOOR SHALL BE TILES.
4. KITCHEN WALLS SHALL HAVE FRP PANELS OR STAINLESS STEEL.
5. KITCHEN CEILING SHALL BE T-BAR WASHABLE TYPE OR GYPSUM BOARD WITH SIMI GLOSE PAINT.
6. KITCHEN LIGHTING SHALL HAVE 50 FOOT CANDLE MINIMUM ILLUMINATION
7. TYPE-I HOOD SHALL BE U.L. LISTED COMPLETE WITH EXHAUST FAN, GREASE DUCT, MAKE UP AIR UNIT, FIRE SUPRESSION SYSTEN AND STAINLESS STEEL BACKING
8. ALL GAS COOKING EQUIPMENT SHALL HAVE A QUICK DISCONNECT GAS CONNECTOR
9. ALL KITCHEN DRAINS AND INDIRECT DRAINS SHALL BE CONNECTED TO THE GREASE INTERCEPTOR

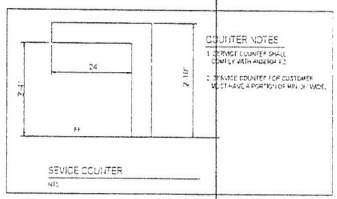
PROJECT DATA

CODE ANALYSIS (PROJECT DATA)

BUILDING DEPARTMENT	CITY OF LAS VEGAS
CONSTRUCTION TYPE	V-B
FIRE SPRINKLERS	YES
OCCUPANCY CLASSIFICATION	A2 (BAR / LOUNGE)
AREA	5775 SF
TOTAL OCCUPANT LOAD	232
RESTAURANT (3895 sf)	220
KITCHEN/SERVICE (1880sf)	12
EXIT ANALYSIS	(2) EXITS REQUIRED UNDER 50 PEOPLE (3) EXITS PROVIDED
BUILDING CODES	2009 IBC, UPC, UMC, IECC, NFPA, UFC, 2008 NEC CITY OF LAS VEGAS AND SOUTH NEVADA CODE AMMENDMENTS. AND 2003 ICC/ANSI A117.1



INTERIOR WALL PARTITION DETAIL
NTS



INTERIOR FINISH SCHEDULE

ROOM NAME	FLOOR	WALL	CLG. MAT'L	CLG. HT
HOOKAH LOUNGE	TILES	GYP. BD. DRY WALL	2X4 T-BAR CEILING	12'-0"
KITCHEN	TILES	FRP/STAINLESS STEEL	2X2 T-BAR WASHABLE FRP CEILING	8'-0"
TOILET	CERAMIC TILES	GYP. BD. DRY WALL (WASHABLE LT. COLOR ENAMEL PAINT (SEMI GLOSS)	GYP. BD. CEILING, WHITE COLOR SEMI GLOSS OIL BASE PAINT	9'-0"
OFFICE	TILES	GYP. BD. DRY WALL,	2X4 T-BAR CEILING	12'-0"
CASHIER/CUSTOMER SERVICE	TILES	GYP. BD. DRY WALL	2X4 T-BAR CEILING	12'-0"

OPEN-NO CEILING EXPOSE ROOF STRUCTURE

Hookah Master's Lounge
5900 West Charleston Blvd. Suite #5, 6, 7, 8 & 9, Las Vegas, Nevada 89146 PARCEL# 138-36-406-006

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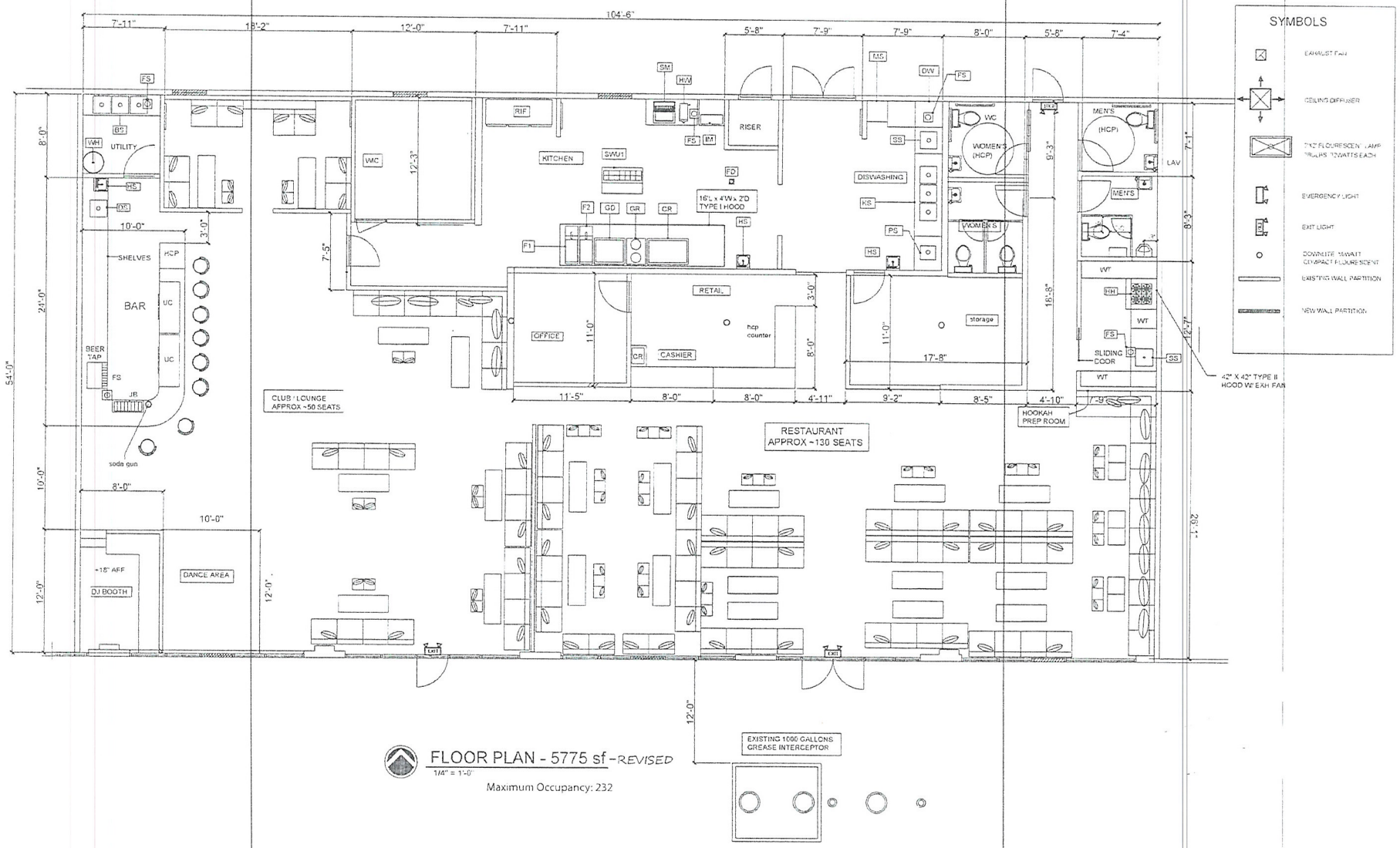
JUL 2 4 2014
City of Las Vegas
Department of Planning

RQR-54666



FLOOR PLAN - 5775 sf - *REVISED*

1/4" = 1'-0"

Maximum Occupancy: 232

Hookah Master's Lounge

5900 West Charleston Blvd. Suite #5, 6, 7, 8 & 9, Las Vegas, Nevada 89146 PARCEL# 138-36-406-006

RECEIVED

JUL 2 4 2014

City of Las Vegas
Department of Planning

RQR-54666

A2

RQR-54666 - APPLICANT: HOOKAH MASTER'S LOUNGE - OWNER: CHARLESTON MARKETPLACE MALCAI, LLC
5900 WEST CHARLESTON BOULEVARD, SUITE #8

06/26/14

June 5, 2013

LAS VEGAS
CITY COUNCIL

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ELIZABETH N. FRETWELL
CITY MANAGER

Charleston Marketplace Malcai
P.O. Box 70310
Pasadena, California 91117

RE: SUP-48036 – SPECIAL USE PERMIT
RELATED TO SUP-48035
CITY COUNCIL MEETING OF JUNE 5, 2013

Dear Applicant:

The City Council at a regular meeting held June 5, 2013, APPROVED the request for a Special Use Permit FOR A PROPOSED SUPPER CLUB WITHIN AN EXISTING 5,775 SQUARE-FOOT RESTAURANT at 5900 West Charleston Boulevard, Suite #8 (APN 138-36-406-006), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on June 5, 2013. This approval is subject to:

Planning

1. One year required review at City Council as a Public Hearing.
2. Handicap parking shall be provided in accordance with code requirements.
3. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Supper Club use.
4. Conformance to the approved conditions for Rezoning (Z-0006-66) and Site Development Plan Review [Z-0006-66(42)].
5. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.
6. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.
7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

RQR-54666

8. Approval of this Special Use Permit does not constitute approval of a liquor license.
9. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

10. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli
Deputy City Clerk for
Beverly K. Bridges, MMC, City Clerk

cc: Sarkis Arshakuni
Hooka Master's Lounge
5900 West Charleston Boulevard, Suite #8
Las Vegas, Nevada 89146

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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.: **83.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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.: **84.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 17, 2014

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