[ ] Bracketed material is that portion being deleted Underlined material is that portion being added

BILL NO.	5-20-25-1
SUMMARY	An Ordinance amending Title 20, of the Clark County Code, Chapter 20.10, Sections 20.10.010 to amend rentals, fees, and charges—Harry Reid International Airport.
ORDINANCE NO.	5256
	(of Clark County, Nevada)

AN ORDINANCE AMENDING TITLE 20, OF THE CLARK COUNTY CODE, CHAPTER 20.10, SECTION 20.10.010 TO AMEND RENTALS, FEES, AND CHARGES—HARRY REID INTERNATIONAL AIRPORT.

WHEREAS, the County of Clark, State of Nevada is the owner and operator of the Clark County Airport System, which includes the municipal airports known as Harry Reid International Airport, North Las Vegas Airport, Henderson Executive Airport, Jean Airport, and Overton Municipal Airport, or other airports or similar aviation facilities which may be owned and operated by Clark County, now or at any time in the future, hereinafter both collectively and individually referred to as "Airport," and has established a policy of self-support for the Airport; and

WHEREAS, the County desires to update the rentals, fees, and charges to meet the current and projected operational demands of the Clark County Aviation System by replacing the previously approved rentals, fees, and charges, dated July 1, 2024; and

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CLARK, STATE OF NEVADA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 20.10.010 of the Clark County Code is hereby amended to read as follows:

#### 20.10.010 Rentals, fees, and charges—Harry Reid International Airport.

Effective [July 1, 2024] <u>July 1, 2025</u>, each operator, as further defined in <u>Section 20.10.005(h)</u>, operating at Harry Reid International Airport, shall pay the following rentals, fees, and charges and may be required to execute and deliver to county either a lease agreement or an operating permit, at the discretion of the director of aviation. Any operator which is not required to execute either a lease agreement or an operating permit will be subject to the terms of this chapter.

- (a) Terminal complex rentals:
  - (1) Each signatory airline shall pay rent at the rate of [one hundred twenty-seven dollars and thirty-four cents] one hundred fifty-two dollars and sixty-two cents per square foot per annum for space in the terminal complex which is occupied by a signatory airline.
  - (2) Each non-signatory airline or other operator shall pay rent at the rate of [one hundred fifty-nine dollars and eighteen cents] one hundred ninety dollars and seventy-eight cents per square foot per annum for space in the terminal complex which is occupied by any non-signatory airline or other operator.
- (b) Apron rentals:
  - (1) Each signatory airline shall pay rent at the rate of thirty dollars per square foot per annum for covered apron space. Each signatory airline shall pay rent at the rate of fifteen dollars per square foot per annum for uncovered apron space, excluding off-gate aircraft parking spaces.

- (2) Each non-signatory airline or other operator shall pay rent at the rate of thirty-seven dollars and fifty cents per square foot per annum for covered apron space. Each non-signatory airline or other operator shall pay rent at the rate of eighteen dollars and seventy-five cents per square foot per annum for uncovered apron space, excluding off-gate aircraft parking spaces.
- (c) Joint use fees shall be calculated in accordance with the formula defined in <u>Section 20.10.005(e)</u>, using the terminal complex rental rate of [one hundred twenty-seven dollars and thirty-four cents] <u>one hundred fifty-two dollars and sixty-two cents</u> per square foot per annum, for space jointly used by all air transportation companies.
  - (1) Each signatory airline shall pay its pro-rata share of the joint use fees, as calculated under <u>Section 20.10.005(e)</u>.
  - (2) Each non-signatory airline shall pay its pro-rata share of the joint use fees, as calculated under <u>Section 20.10.005(e)</u>, multiplied by one hundred twenty-five percent.

#### (d) Aircraft gate use fee:

- (1) Each signatory airline shall pay an aircraft gate use fee of [two hundred thirty thousand three hundred sixty-two dollars] two hundred twenty-one thousand five hundred twenty-four dollars per annum for each preferential use gate which is leased to such signatory airline.
- (2) Each non-signatory airline shall pay an aircraft gate use fee of [two hundred eighty-seven thousand nine hundred fifty-two dollars and fifty cents] two hundred seventy-six thousand nine hundred five dollars per annum for each preferential use gate which is leased to such non-signatory airline.

#### (e) Aircraft per turn fee:

- (1) Each signatory airline shall pay an aircraft per turn fee of [four hundred thirty-seven dollars] <u>five hundred dollars</u> for each wide-body aircraft and [two hundred ninety-two dollars] <u>three hundred thirty-three dollars</u> for each narrow body aircraft, per turn, for use of a gate which is not leased to such signatory airline.
- (2) Each non-signatory airline shall pay an aircraft per turn fee of [five hundred forty-six dollars and twenty-five cents] six hundred twenty-five dollars for each wide-body aircraft and [three hundred sixty-five dollars] four hundred sixteen dollars and twenty-five cents for each narrow body aircraft, per turn, for use of a gate which is not leased to such non-signatory airline.
- (f) Landing fee: Each signatory airline, non-signatory airline, or other operator shall pay a landing fee of [one dollar and twenty cents] one dollar and forty-nine cents for each one thousand pounds, or fraction thereof, of maximum gross landing weight.
- (g) Air cargo apron use fee: Each air transportation company conducting cargo operations or otherwise using the designated cargo apron facilities shall pay an additional one dollar and twenty-five cents for each one thousand pounds, or fraction thereof, of maximum gross landing weight for each use.

#### (h) Common-use ticket counter fee:

- (1) Each signatory airline shall pay a fee of [one dollar and eighteen cents] one dollar and forty-one cents per enplaned passenger, for use of the common-use ticketing areas, which includes use of ticket counter, queuing space, common-use baggage handling system, skycap positions, and skycap tunnels.
- (2) Each non-signatory airline shall pay a fee of [one dollar and forty-eight cents] one dollar and seventy-six cents per enplaned passenger, for use of the common-use ticketing areas, which includes use of ticket counter, queuing space, common-use baggage handling system, skycap positions, and skycap tunnels.

- (i) Common-use baggage service office fee:
  - (1) Each signatory airline shall pay a fee of [eight cents] <u>eleven cents</u> per enplaned passenger, for use of the common-use baggage service office and equipment.
  - (2) Each non-signatory airline shall pay a fee of [ten cents] thirteen cents per enplaned passenger, for use of the common-use baggage service office and equipment.
- (j) Passenger facility charges: Each operator shall pay the passenger facility charges (PFCs), as approved by the Federal Aviation Administration (FAA), for each enplaned passenger, in accordance with federal regulations, as described further in <u>Section 20.11.020</u>
- (k) Off-gate aircraft parking fees:
  - Off-gate aircraft parking positions will be made available to each air transportation company, based on a formula of 0.4 off-gate aircraft parking positions (rounded up or down to the nearest integer), for each gate that is leased by the air transportation company. Such off-gate aircraft parking positions (assigned using this formula) will be made available for use by such air transportation company without charge. Each air transportation company operating in the terminal complex will be allowed to use at least one off-gate aircraft parking position without charge. Use of any additional off-gate aircraft parking positions by an air transportation company that exceeds the number of positions made available using the formula described herein, will be subject to the off-gate aircraft parking fees outlined below:
    - (A) Tier 1 off-gate aircraft parking fees:
      - (i) Less than [six] <u>eight</u> consecutive hours: Signatory airline shall pay [one hundred dollars] <u>two hundred dollars</u>; non signatory airline shall pay [one hundred twenty-five dollars] <u>two hundred fifty</u> dollars;
      - (ii) More than [six] <u>eight hours</u>, but less than [twelve] <u>twenty-four</u> consecutive hours: Signatory airline shall pay [two hundred dollars] <u>four hundred dollars</u>; non-signatory airline shall pay [two hundred fifty dollars] <u>five hundred dollars</u>;
      - (iii) More than [twelve] twenty-four [, but less than twenty-four] consecutive hours: Signatory airline shall pay [four hundred dollars] five hundred dollars; non-signatory airline shall pay [five hundred dollars] six hundred twenty-five dollars;
      - [(iv) More than twenty-four, but less than forty-eight consecutive hours: Signatory airline shall pay five hundred dollars; non-signatory airline shall pay six hundred twenty-five dollars;
      - (v) More than forty-eight hours: Signatory airline shall pay five hundred dollars for each subsequent twenty-four-hour period or portion thereof; non-signatory airline shall pay six hundred twenty-five dollars for each subsequent twenty-four-hour period or portion thereof.]
    - (B) Tier 2 off-gate aircraft parking fees:
      - (i) Less than [six] <u>eight</u> consecutive hours: Signatory airline shall pay [one hundred dollars] <u>one hundred fifty dollars</u>; non-signatory airline shall pay [one hundred twenty-five dollars] <u>one hundred eighty-seven dollars and fifty cents</u>;
      - (ii) More than [six] eight hours, but less than [twelve] twenty-four consecutive hours: Signatory airline shall pay [two hundred dollars] two hundred fifty dollars; non-signatory airline shall pay [two hundred fifty dollars] three hundred twelve dollars and fifty cents;
      - (iii) More than [twelve] twenty-four [, but less than twenty-four] consecutive hours: Signatory airline shall pay [two hundred fifty dollars] three hundred dollars; non-signatory airline shall pay [three hundred twelve dollars and fifty cents] three hundred seventy-five dollars;

- [(iv) More than twenty-four, but less than forty-eight consecutive hours: Signatory airline shall pay three hundred dollars; non-signatory airline shall pay three hundred seventy-five dollars;
- (v) More than forty-eight hours; Signatory airline shall pay three hundred dollars for each subsequent twenty-four-hour period or portion thereof; non-signatory airline shall pay three hundred seventy-five dollars for each subsequent twenty-four-hour period or portion thereof.]
- (l) Unauthorized off-gate aircraft parking fee: Each operator shall make prior arrangements with the department of aviation (no less than forty-eight hours) for use of an off-gate aircraft parking position. If operator uses an off-gate aircraft parking position which it has not received prior authorization from the department of aviation, such operator shall pay an unauthorized off-gate aircraft parking fee of [one thousand dollars] two thousand five hundred dollars per occurrence, in addition to the off-gate aircraft parking fee as referenced in Section 20.10.010(k).
- (m) Unauthorized gate use fee: Each operator shall make prior arrangement with the department of aviation (no less than forty-eight hours) for the use of an aircraft gate. If operator uses a gate which it has not received prior authorization from the department of aviation, such operator shall pay an unauthorized gate use fee of [one thousand dollars] two thousand five hundred dollars per occurrence.
- (n) Unauthorized ticket counter area use fee: Each operator shall make prior arrangement with the department of aviation (no less than forty-eight hours) for the use of ticket counter areas, including applicable queuing, common-use baggage handling system, skycap positions, and skycap tunnels. If operator uses such ticket counter areas, as described herein, without prior authorization from the department of aviation, such operator shall pay an unauthorized ticket counter area use fee of five hundred dollars per position per occurrence.
- (o) Fuel flowage fee: Each operator, as directed by the department of aviation, shall submit a report of its fuel usage at the airport on or before the fifteenth of the month for the preceding month's fuel usage along with a check in payment of fuel flowage fees of [ten] twelve cents per gallon of fuel for operator's fuel usage.
- (p) Off-airport fuel storage fee: In addition to the fuel flowage fee in <u>Section 20.10.010(o)</u>, each operator shall pay the department of aviation three cents per gallon for all fuel that is stored in any existing and future fuel farm facilities at the airport and is transported to a location other than the airport.
- (q) International passenger processing facility use fee:
  - (1) Each signatory airline that requires use of the international passenger processing facility, located in the terminal complex and as may be required under applicable regulations, shall pay an international passenger facility use fee of eight dollars and fifty cents per deplaned passenger.
  - (2) Each non-signatory airline that requires use of the international passenger processing facility, located in the terminal complex and as may be required under applicable regulations, shall pay an international passenger facility use fee of ten dollars and sixty-three cents per deplaned passenger.
- (r) West side international aircraft facility use fee: Each operator that requires use of the west side international aircraft facilities under applicable regulations and has twenty (20) souls on board or less, shall pay a west side international aircraft facility use fee of two hundred fifty dollars per occurrence. The term souls on board shall mean the total number of passengers and crew on the aircraft. An operator with more than twenty (20) souls on board is required to use the international passenger processing facility, located in the terminal complex.

- (1) Off-hours reservation with twenty (20) souls on board or less: each operator that requests use of the west side international aircraft facility outside of the published operating hours shall pay eight hundred dollars per occurrence, in addition to the west side international aircraft facility use fee.
- (2) Off-hours reservation with more than twenty (20) souls on board: each operator that requests use of the international passenger processing facility, located in the terminal complex, outside of the published operating hours shall pay one thousand six hundred dollars per occurrence, in addition to the international passenger processing facility use fee and aircraft per turn fee as referenced in Section 20.10.010(e).
- (s) Ground service equipment building rent: Each operator that requires use of any ground service equipment building shall pay rent in the amount of sixteen dollars per square foot per annum.
- (t) Security deposit: In order to guarantee the timely payment of all rentals, fees, and charges provided for in this chapter, each operator shall provide a security deposit in the total amount of three months estimated rentals, fees, and charges, including those listed above or included in a lease agreement or operating permit. The security deposit amount may be adjusted by the director of aviation as the operator's activity increases or decreases. The security deposit shall be in the form of an irrevocable letter of credit, or other satisfactory security in a form approved by the director of aviation. If the operator fails to make any payment in accordance with the requirements of this chapter, the county shall have the right to take and use so much of such security deposit as may be necessary to make such payment in full and to exercise any other legal remedies to which it may be entitled.
- (u) Additional fees: The county may, but is not obligated to, make payments or incur costs to cure any violation by that operator of any applicable law, rule, or regulation. Any amounts paid or costs incurred by the county to cure any such violation shall, after due notice to any operator, constitute additional rent owed by that operator, and shall be due and payable with the next succeeding payment of monthly rent due under this chapter, plus a twenty percent administrative fee.
- (v) Surcharge by operator: If an operator imposed a surcharge in addition to normal airfare and tax on its air transportation to recover all or a portion of the amount payable by the operator as rentals, fees, and charges hereunder, except for passenger facility charges, and if the operator expressly identifies the surcharges as such to the public, the total amount of the surcharge up to the maximum amount that may be charged under the Nevada Municipal Airports Act shall be additional rent owed by that operator and shall be due and payable with the next succeeding payment of monthly rent under this chapter.
- (w) Late fees: Any payment due pursuant to this chapter or other lease, agreement, or operating permit that is not received within thirty days after the due date shall accrue interest at the rate of not less than twelve percent per annum, unless otherwise stated in the lease agreement.
- (x) Activity report submission: Each operator shall submit a report of its passenger, cargo, mail, freight, and aircraft activities at the airport on or before the fifteenth day of each month for the preceding month's activities together with a check in payment of all activity based fees, including but not limited to landing fees, per enplaned passenger fees, or other fees as identified in this chapter, and passenger facility charges (PFCs) for operator's operations at the airport during the preceding month, except that each governmental service contractor may claim an exemption from reporting its passengers, cargo, mail, and freight activities based on federal requirements for confidentiality. Such reports shall be on forms prescribed by the department of aviation.

- (1) On or before January 1st each year, each operator shall submit to the director of aviation a written estimate of the total of the maximum certificated weights of the operator's expected aircraft arrivals at the airport during the twelve months beginning the following July 1st.
- (y) Flight schedules: Every thirty days, each air transportation company shall be required to submit its flight schedule for the next ninety-day period in an electronic form as provided by the department of aviation.

PROPOSED on the 20th	n_day of, 20 25 .
PROPOSED BY: Commi	ssioner Tick Segerblom
PASSED on the 3rd	day of June, 20 25
VOTE: AYES:	Tick Segerblom
	William McCurdy II
	April Becker
	James B. Gibson
	Marilyn K. Kirkpatrick
	Michael Naft
NAYS:	None
ABSTAINING:	None
ABSENT:	Justin Jones
	DO 1 D 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
	BOARD OF COUNTY COMMISSIONERS

CLARK COUNTY, NEVADA

Chair

This ordinance shall be in force and effect from and after the 1st day of July, 2025.

ATTEST:

LYNN MARIE GOYA County Clerk

# BCC 6/3/2025 #39 Approved item for signature

Final Audit Report 2025-06-05

Created: 2025-06-03 (Pacific Daylight Time)

By: Asano Taylor (TaylorA@ClarkCountyNV.gov)

Status: Signed

Transaction ID: CBJCHBCAABAA30aVsk4Rms60yOgbLRCcgKlc7aLialgn

### "BCC 6/3/2025 #39 Approved item for signature" History

- Document created by Asano Taylor (TaylorA@ClarkCountyNV.gov) 2025-06-03 4:06:42 PM PDT- IP address: 198,200,132,41
- Document emailed to tsegerblom@clarkcountynv.gov for signature 2025-06-04 2:11:41 PM PDT
- Agreement viewed by Asano Taylor (TaylorA@ClarkCountyNV.gov) 2025-06-04 2:12:19 PM PDT- IP address: 168.151.165.129
- Agreement viewed by gloria.wells@clarkcountynv.gov 2025-06-04 2:12:26 PM PDT- IP address: 52.244.129.126
- Email viewed by tsegerblom@clarkcountynv.gov 2025-06-05 11:10:19 AM PDT- IP address: 198.200.132.41
- Agreement viewed by tsegerblom@clarkcountynv.gov 2025-06-05 11:10:20 AM PDT- IP address: 198.200.132.41
- Signer tsegerblom@clarkcountynv.gov entered name at signing as Tick Segerblom 2025-06-05 11:11:07 AM PDT- IP address: 198.200.132.41
- Document e-signed by Tick Segerblom (tsegerblom@clarkcountynv.gov)

  Signature Date: 2025-06-05 11:11:09 AM PDT Time Source: server- IP address: 198.200.132.41
- Document emailed to Lynn Goya (Lynn.Goya@ClarkCountyNV.gov) for signature 2025-06-05 11:11:10 AM PDT
- Agreement viewed by Lynn Goya (Lynn.Goya@ClarkCountyNV.gov) 2025-06-05 12:57:39 PM PDT- IP address: 198.200.132.69
- Document e-signed by Lynn Goya (Lynn.Goya@ClarkCountyNV.gov)

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Agreement completed.
 2025-06-05 - 12:57:50 PM PDT



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## LAS VEGAS REVIEW-JOURNAL LAS VEGAS SUN

Las Vegas Review-Journal 1111 W. Bonanza Road Las Vegas, NV 89106

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA) COUNTY OF CLARK) SS:

> CC CLERK ATTN: COMMISSION CLERK RM 6037 500 S GRAND CENTRAL PKWY LAS VEGAS NV 89155

Account # Order ID

104095 336281

Leslie McCormick, being 1st duty sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal/Las Vegas Sun, daily newspaper regularly issued, published and circulated in the Clark County, Las Vegas, Nevada and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal/Las Vegas Sun, in 2 edition(s) of said newspaper issued from 06/10/2025 to 06/17/2025, on the following day(s):

06/10/2025, 06/17/2025

Leslis McCormick

LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this June 17, 2025

**Notary** 



LINDA ESPINOZA Notary Public, State of Nevada My Appointment No. 24-9178-01 Expires: July 14, 2028

DATED this 3rd day of June 2025

**ORDINANCE NO. 5256** 

AN ORDINANCE AMENDING TITLE 20, OF THE CLARK COUNTY CODE, CHAPTER 20.10, SECTION 20.10.010 TO AMEND RENTALS, FEES, AND CHARGES-HARRY REID INTERNATIONAL

AIRPORT.

NOTICE IS HEREBY GIVEN that typewritten copies of the above numbered and entitled Ordinance are available for inspection by all interested parties at the Office of the County Clerk of Clark County, Nevada, at her Commission Division Office on the first floor of the Clark County Government Center, 500 South Grand Central Parkway, Las Vegas, Nevada, and that said Ordinance was proposed by Commissioner Tick Segerblom on the 20th day of May 2025 and passed on the 3rd day of June 2025, by the following vote of the Board of County Commissioners:

Tick Segerblom William McCurdy II April Becker James B. Gibson Marilyn K. Kirkpatrick Michael Naft

Justin Jones

This Ordinance shall be in full force and effect from and after the 1st day of July 2025.

(SEAL)
/s/ LYNN MARIE GOYA,
COUNTY CLERK
and Ex-Officio Clerk of the
Board of County
Commissioners

AIRPORT.

Nav: None **Abstaining: None** Absent:

PUB: June 10, 17, 2025 LV Review-Journal

Page 1 of 1