City of Las Vegas

CITY COUNCIL AGENDA

COUNCIL CHAMBERS · 495 SOUTH MAIN STREET · PHONE 702-229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov
COUNCIL MEMBERS: CAROLYN G. GOODMAN, MAYOR (At-Large)
COUNCILWOMAN LOIS TARKANIAN, MAYOR PRO TEM (Ward 1)
STAVROS S. ANTHONY (Ward 4), BOB COFFIN (Ward 3)
STEVEN G. SEROKA (Ward 2), MICHELE FIORE (Ward 6), CEDRIC CREAR (Ward 5)

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. Reasonable efforts will be made to assist and accommodate persons with disabilities or impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 702-229-6311 and advise of your need at least 48 hours in advance of the meeting. Dial 7-1-1 for Relay Nevada.

NOTE: The regularly scheduled Las Vegas City Council meeting of Wednesday, September 19, 2018 is being vacated, due to the Yom Kippur holiday.

August 1, 2018
9:00 AM
There may be a lunch break at the noon hour for this meeting.

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 LUANN D. HOLMES, 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 AND COX COMMUNICATIONS CAN VIEW THIS PROGRAM IN HIGH DEFINITION ON CHANNEL 1002. YOU CAN ALSO WATCH THIS MEETING LIVE ON APPLE TV AND ROKU ON THE GO-VEGAS APP. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT WWW.KCLV.TV/LIVE. 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 5:00 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 RACHEL BAKER, THE UNITARIAN UNIVERSALIST CONGREGATION OF LAS VEGAS

4. PLEDGE OF ALLEGIANCE

5. RECOGNITION OF THE CITIZEN OF THE MONTH

6. RECOGNITION OF THE EMPLOYEE OF THE MONTH

7. RECOGNITION OF DEPUTY CITY MANAGER ORLANDO SANCHEZ

BUSINESS ITEMS

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 June 20, 2018 Regular City Council Meeting

11. Discussion for possible action regarding annual review of City Attorney Bradford R. Jerbic (NOTE: To be trailed to follow the Closed Session)

12. Discussion for possible action regarding annual review of City Auditor Radford K. Snelding (NOTE: To be trailed to follow the Closed Session)

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

13. For possible action to approve the ratification of Ydoleena Yturralde in a Council support position as a Special Assistant to the Ward 3 office ($67,000 annual salary + Benefits - General Fund) - Ward 3 (Coffin)

OPERATIONS AND MAINTENANCE - CONSENT

14. For possible action to approve a Facility Shared Use Agreement between the City of Las Vegas and Acelero Learning Clark County to occupy a portion of the Stupak Community Center, located at 251 West Boston Avenue, for educational programs - Ward 3 (Coffin)

15. For possible action to approve a Lease and Operating Agreement between the City of Las Vegas and Acelero Learning Clark County for a portion of real property and improvements, located at 700 Twin Lakes Drive, for the purpose of enhancing services that foster the education and socialization of children in Las Vegas - Ward 5 (Crear) [NOTE: This item is related to Item 31 (R-40-2018)]

PLANNING - BUSINESS LICENSING CONSENT

16. For possible action to approve a Medical Marijuana Cultivation Establishment License RED EARTH, LLC dba RED EARTH, LLC at 2310 Western Avenue [Paris Balaouras, Managing Member] - Ward 3 (Coffin)

17. For possible action to approve a Marijuana Cultivation Establishment License RED EARTH, LLC dba RED EARTH, LLC at 2310 Western Avenue [Paris Balaouras, Managing Member] - Ward 3 (Coffin)

18. For possible action to approve a Tavern License NEVADA RESTAURANT SERVICES, INC. dba DOTTY'S #139 at 3220 North Jones Boulevard, Suite #1 - Ward 5 (Crear)

19. For possible action to approve a Restricted Gaming License NEVADA RESTAURANT SERVICES, INC. dba DOTTY'S #139 at 3220 North Jones Boulevard, Suite #1 - Ward 5 (Crear)

20. For possible action to approve a Tavern License NEVADA RESTAURANT SERVICES, INC. dba LA VILLITA #2 at 821 North Lamb Boulevard, Suite #11 - Ward 3 (Coffin)

21. For possible action to approve a Restricted Gaming License NEVADA RESTAURANT SERVICES, INC. dba LA VILLITA #2 at 821 North Lamb Boulevard, Suite #11 - Ward 3 (Coffin)

22. For possible action to approve a Tavern License WFTLV06, LLC dba WAHOO'S FISH TACO at 7930 West Tropical Parkway, Suite #120 [Shelley Flandermeyer, Managing Member] - Ward 6 (Fiore)

23. For possible action to approve a Restricted Gaming License SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at WAHOO'S FISH TACO at 7930 West Tropical Parkway, Suite #120 - Ward 6 (Fiore)

PUBLIC WORKS - CONSENT

24. For possible action to approve a right-of-way dedication from an existing City of Las Vegas property for right-of-way purposes located in the vicinity of Wellness Way and Martin Luther King Boulevard, APN 139-33-402-021 - Ward 1 (Tarkanian)

25. For possible action to approve Second Supplemental Interlocal Contract LAS23F14 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) for the Centennial Parkway Channel West - CC215, Pioneer Way to US95 project - Ward 6 (Fiore)

26. For possible action to approve First Supplemental Interlocal Contract LAS24L17 to increase total project funding by $300,000 from $561,670 to $861,670 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) for the design of the Gowan North - El Capitan Branch, Ann Road to Centennial Parkway project ($300,000 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Fiore)

27. For possible action to approve Interlocal Contract MWP FY 2018-19 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) for the Annual Maintenance Work Program for Fiscal Year 2018-19 to maintain CCRFCD's facilities within the City of Las Vegas ($2,825,000 - Road and Flood Capital Project Fund [CPF]) - All Wards

28. For possible action to approve a Sewer Over-Sizing Refunding Agreement between the City of Las Vegas and Touchstone Living, Inc. for the installation of an oversized sewer in Washburn Road ($90,300 - Sanitation Fund) - Clark County

29. For possible action to approve Supplemental Interlocal Contract No. 7 - 501g between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to June 30, 2025 for Sheep Mountain Parkway Corridor Study - Ward 6 (Fiore)

30. For possible action to approve Supplemental Interlocal Contract No. 6 - 462f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to reallocate total project funding within the contract and extend project completion date to June 30, 2025 for the Sheep Mountain Parkway, CC215 to Kyle Canyon Road project - Ward 6 (Fiore)

RESOLUTIONS - CONSENT

31. R-40-2018 - For possible action to approve a Resolution of the Las Vegas City Council, pursuant to NRS 268, declaring that it is in the best interest of the City of Las Vegas (City) to lease City-owned real property and improvements located at 700 Twin Lakes Drive to Acelero Learning Clark County for less than market value - Ward 5 (Crear) [NOTE: This item is related to Operations and Maintenance Item 15]

32. R-41-2018 - For possible action to approve a Resolution regarding the 2017 Private Activity Bond (PAB) program, which reserves a total of $33,360,634.16 and directs the State Department of Business and Industry to assign $33,360,634.16 for the State Housing Division's homeownership programs within the City of Las Vegas - All Wards

33. R-42-2018 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and Abraham Enterprises, LLC (Owner) located at 811 South 6th Street (APN 139-34-410-207), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area 1 Ward 3 (Coffin) [NOTE: This item is related to RDA Item 5 (RA-18-2018)]

34. R-43-2018 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Multifamily Residential Unit Improvement Program (MFR-UIP) Agreement between the RDA and Omega Investments LLC (Owner) located at 180 West New York Avenue (APN 162-04-710-007), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area 1 Ward 3 (Coffin) [NOTE: This item is related to RDA Item 6 (RA-19-2018)]

35. R-44-2018 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Multifamily Residential Visual Improvement Program (MFR-VIP) Agreement between the RDA and Omega Investments LLC (Owner) located at 180 West New York Avenue, to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area 1 Ward 3 [NOTE: This item is related to RDA Item 7 (RA-20-2018)]

YOUTH DEVELOPMENT AND SOCIAL INNOVATION - CONSENT

36. For possible action to approve an Interlocal Cooperative Agreement between the City of Las Vegas and the Clark County School District to provide funding for nutritional snacks to the City of Las Vegas Safekey Sites at various locations around the City ($150,000 - Community Recreation Services Special Revenue Fund) - All Wards

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

37. Discussion for possible action regarding the ratification of Kathi Thomas-Gibson as the Director of Community Services ($145,000 + Benefits - General Fund)

CITY ATTORNEY - DISCUSSION

38. TIME CERTAIN AT 11:00 A.M. - ABEYANCE ITEM - Hearing and discussion for possible action regarding a complaint for disciplinary action against Asian Flower Massage and Diana Fei Darlison, individually, and as sole proprietor, whose place of business is located at 3201 West Sahara Avenue, Suite B, Las Vegas, Clark County, Nevada, 89102 as holders of Massage Establishment License No. M03-00094, Reflexology Establishment License No. R03-00010 and Independent Massage Therapist License No. M12-00271 for violations of the Las Vegas Municipal Code - Ward 1 (Tarkanian)

39. TIME CERTAIN AT 11:00 A.M. - ABEYANCE ITEM - Hearing and discussion for possible action regarding a complaint for disciplinary action against Lotus Flower Massage and Diana Fei Darlison, individually, and as sole proprietor, whose place of business is located at 4507 West Sahara Avenue, #2, Las Vegas, Clark County, Nevada, 89102 as holders of Massage Establishment License No. M03-00106 for violations of the Las Vegas Municipal Code - Ward 1 (Tarkanian)

40. Discussion for possible action regarding a complaint and to set a hearing date for disciplinary action against Elks Lodge #1508 I.B.P.O.E. of W. Inc. dba Elks Paran Lodge #1508, whose place of business is located at 600 West Owens Avenue, Las Vegas, Clark County, Nevada, 89106 as holder of L13-00005 Non-Profit Club - Liquor; L28-00007 Banquet Facility - Liquor; C08-01275 Amusement Machines; and B23-00077 Banquet Facility for violations of the Las Vegas Municipal Code - Ward 5 (Crear)

41. Discussion for possible action regarding the pursuit of opioid-related litigation [NOTE: Because this item involves attorney-client discussion and deliberation of potential litigation, the City Council meeting will be interrupted for an attorney-client conference pursuant to NRS 241 and will be reconvened before any action is taken on this item] - All Wards

42. Discussion for possible action regarding the selection of outside legal counsel for potential opioid-related litigation from the following candidate law firms: Baron & Budd, Eglet Prince, Fulmer Sill, Keller Rohrback, and Robbins Geller Rudman & Dowd - All Wards

CITY CLERK - DISCUSSION

43. Discussion for possible action regarding the reappointment of Elizabeth Gebre to the Parks and Recreation Advisory Board

HUMAN RESOURCES - DISCUSSION

44. Discussion for possible action regarding annual review of City Manager Scott D. Adams

PUBLIC WORKS - DISCUSSION

45. Discussion for possible action to approve the installation of a permanent gate on the west leg of Foremaster Lane and Las Vegas Boulevard ($10,000 - Traffic Improvements Capital Project Fund [CPF]) - Ward 5 (Crear)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

46. Bill No. 2018-18 - For possible action - Amends LVMC Chapter 6.18 pertaining to the licensing of burglar alarm services to redesignate the license category as "electronic security services" and to update the licensing and regulatory requirements pertaining thereto. Sponsored by: Councilman Stavros S. Anthony

47. Bill No. 2018-25 - For possible action - Amends various provisions of the Unified Development Code to provide for administrative deferrals and deviations regarding certain development requirements, and to adjust the requirements for private streets and street terminations. Proposed by: City Manager's Office

48. Bill No. 2018-26 - For possible action - Adopts as the City's Fire Code the International Fire Code, 2018 Edition, together with local modifications and supplements thereto. Proposed by: Scott D. Adams, City Manager

49. Bill No. 2018-27 - For possible action - Adopts the 2018 Edition of the International Building Code, together with amendments thereto. Proposed by: Scott D. Adams, City Manager

50. Bill No. 2018-28 - For possible action - Adopts the 2018 Edition of the International Residential Code, together with amendments thereto. Proposed by: Scott D. Adams, City Manager

51. Bill No. 2018-29 - For possible action - Adopts the 2018 International Existing Building Code, together with amendments thereto. Proposed by: Scott D. Adams, City Manager

52. Bill No. 2018-30 - For possible action - Adopts the 2018 International Energy Conservation Code, together with amendments thereto. Proposed by: Scott D. Adams, City Manager

53. Bill No. 2018-31 - For possible action - Adopts the 2018 International Swimming Pool and Spa Code, together with amendments thereto. Proposed by: Scott D. Adams, City Manager

54. Bill No. 2018-32 - For possible action - Adopts the 2018 Uniform Mechanical Code, together with amendments thereto. Proposed by: Scott D. Adams, City Manager

55. Bill No. 2018-33 - For possible action - Adopts the 2018 Uniform Plumbing Code, together with amendments thereto. Proposed by: Scott D. Adams, City Manager

56. Bill No. 2018-34 - For possible action - Adopts the 2017 National Electrical Code, together with amendments thereto. Proposed by: Scott D. Adams, City Manager

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.

57. Bill No. 2018-20 - Amends LVMC 6.95.090 to limit the availability of business licenses for retail marijuana stores to those that will be operated in conjunction with a medical marijuana dispensary at the same location and with the same ownership. Sponsored by: Councilman Bob Coffin

58. Bill No. 2018-21 - Authorizes the City Council to consider and decide the merits of any application or proposed legislative measure that has been tabled or held in abeyance by a board, commission or committee under certain circumstances and conditions. Sponsored by: Mayor Carolyn G. Goodman

59. Bill No. 2018-22 - Generally prohibits certain activities on a public sidewalk or within a public right-of-way at any location within one thousand feet of any receiving dock of a food processing facility. Sponsored by: Councilwoman Michele Fiore, Councilwoman Lois Tarkanian and Councilman Cedric Crear

60. Bill No. 2018-23 - Amends various provisions of LVMC Title 11 to specifically provide for enforcement of non-metered paid vehicle parking in City-owned or City-leased parking lots, and amends the definition of "tour bus" for parking purposes to clarify that it does not include limousines. Sponsored by: Councilman Cedric Crear

61. Bill No. 2018-24 - Amends LVMC Title 19 (the Unified Development Code) to adopt additional standards regarding the repurposing of certain golf courses and open spaces, and to consolidate those provisions with previously-adopted public engagement provisions regarding such repurposing proposals. Sponsored by: Councilman Steven G. Seroka

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.

62. Bill No. 2018-35 - Amends LVMC Chapter 2.44 to add a new section establishing meeting-related requirements for the Planning Commission. Proposed by: Scott D. Adams, City Manager

CLOSED SESSION

63. Upon a duly carried motion, a closed meeting is called in accordance with NRS 241.030 to discuss the following items:

A. City Attorney's Annual Performance Review
B. City Auditor's Annual Performance Review

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

64. GPA-72773 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: UNITED STATES OF AMERICA - For possible action on a request for a General Plan Amendment FROM: L (LOW DENSITY RESIDENTIAL) TO: ML (MEDIUM LOW DENSITY RESIDENTIAL) on 15.00 acres 612 feet north of the intersection of Westcliff Drive and Rockmoss Street (APNs 138-28-801-002 and 003), Ward 2 (Seroka) [PRJ-72760]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

65. ZON-72774 - ABEYANCE ITEM - REZONING RELATED TO GPA-72773 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: UNITED STATES OF AMERICA - For possible action on a request for a Rezoning FROM: U (UNDEVELOPED) [L (LOW DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-CL (SINGLE FAMILY COMPACT-LOT) on 15.00 acres 612 feet north of the intersection of Westcliff Drive and Rockmoss Street (APNs 138-28-801-002 and 003), Ward 2 (Seroka) [PRJ-72760]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

66. VAR-73380 - ABEYANCE ITEM - VARIANCE RELATED TO GPA-72773 AND ZON-72774 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: UNITED STATES OF AMERICA - For possible action on a request for a Variance TO ALLOW A 1.0 STREET CONNECTIVITY RATIO WHERE 1.3 IS REQUIRED on 15.00 acres approximately 612 feet north of the intersection of Westcliff Drive and Rockmoss Street (APNs 138-28-801-002 and 003), U (Undeveloped) Zone [PROPOSED: R-CL (Single Family Compact-Lot)], Ward 2 (Seroka) [PRJ-72760]. Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

67. TMP-72851 - ABEYANCE ITEM - TENTATIVE MAP RELATED TO GPA-72773 AND ZON-72774 - BLM 33 BY DR HORTON - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: UNITED STATES OF AMERICA - For possible action on a request for a Tentative Map FOR A 112-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 15.00 acres approximately 612 feet north of the intersection of Westcliff Drive and Rockmoss Street (APNs 138-28-801-002 and 003), U (Undeveloped) Zone [PROPOSED: R-CL (Single Family Compact-Lot)], Ward 2 (Seroka) [PRJ-72760]. Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

68. SUP-73117 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: CRAIG A. VANUS AND LORI G. VANUS - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 241 Moose Lane (APN 138-33-110-051), R-CL (Single Family Compact-Lot) Zone, Ward 2 (Seroka) [PRJ-73079]. The Planning Commission (4-1 vote) recommends DENIAL. Staff recommends APPROVAL.

69. EOT-73665 - EXTENSION OF TIME - NONPUBLIC HEARING - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: RICHARD LAATZ - For possible action on a request for an Extension of Time of an approved Site Development Plan Review (SDR-64584) FOR A 21,440 SQUARE-FOOT WHOLESALE SHOWROOM FACILITY on 1.63 acres at 4021 North Rancho Drive (APN 138-02-814-006), C-2 (General Commercial) Zone, Ward 4 (Anthony). Staff recommends APPROVAL.

70. EOT-72928 - EXTENSION OF TIME - NONCONFORMING USE - PUBLIC HEARING - APPLICANT: FIFTH STREET GAMING, LLC - OWNER: 899 FREMONT, LLC - For possible action on a request for an Extension of Time FOR A NONCONFORMING TAVERN at 899 Fremont Street (APNs 139-34-612-056 and 027) C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

SET DATE

71. 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

72. 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

73. COUNCIL MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL CITY COUNCIL MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION

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THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:
City Hall, 495 South Main Street, 1st Floor
Clark County Government Center, 500 South Grand Central Parkway
Grant Sawyer Building, 555 East Washington Avenue
City of Las Vegas Development Services Center, 333 North Rancho Drive

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

SUBJECT:
INVOCATION - REVEREND RACHEL BAKER, THE UNITARIAN UNIVERSALIST CONGREGATION OF LAS VEGAS

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZEN OF THE MONTH

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE EMPLOYEE OF THE MONTH

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF DEPUTY CITY MANAGER ORLANDO SANCHEZ

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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: AUGUST 1, 2018

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES

☐ **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: AUGUST 1, 2018

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

For possible action to approve the Final Minutes by reference of the June 20, 2018 Regular City Council Meeting

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

Discussion for possible action regarding annual review of City Attorney Bradford R. Jerbic
(NOTE: To be trailed to follow the Closed Session)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Yearly performance review of City Attorney Bradford R. Jerbic

RECOMMENDATION:
Staff to follow Council's direction

BACKUP DOCUMENTATION:
Notice of Closed Personnel Session

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

LOIS TARKANIAN
Mayor Pro Tem

STAVROS S. ANTHONY
BOB COFFIN
STEVEN G. SEROKA
MICHELE FIORE
CEDRIC CREAR

SCOTT D. ADAMS
City Manager

OFFICE OF THE
CITY CLERK

LUANN HOLMES
CITY CLERK

July 11, 2018

Mr. Bradford R. Jerbic
City Attorney
City of Las Vegas
495 South Main Street
Las Vegas, Nevada 89101

RE: Notice of Meeting of the City Council to discuss the City Attorney's Annual Performance Review

Dear Mr. Jerbic:

In connection with your performance evaluation, and under the requirements of NRS 241.030, the City Council may consider your character, alleged misconduct, competence or health at its meeting on Wednesday, August 1, 2018. The meeting will begin at 9 am at the City Council Chambers, 495 South Main Street in Las Vegas, Nevada. The meeting is a public meeting and you are welcome to attend. The Council may go into closed session to consider the following general topics: Your performance as City Attorney, your job description, your job duties, and matters properly related thereto. You are invited to attend the closed session, have an attorney or other representative of your choosing present during the closed meeting, and present written evidence, and provide testimony and present witnesses relating to your character, alleged misconduct, professional competence, or physical or mental health.

If the Council determines it necessary after considering your character, alleged misconduct, professional competence, or physical or mental health whether in a closed meeting or open meeting, it may also take administrative action for or against you at this meeting. This informational statement is in lieu of any notice that may be required pursuant to NRS 241.034.

This notice is provided to you under NRS 241.033.

Sincerely,

LuAnn D Holmes

LuAnn D. Holmes, MMC
City Clerk

I, LuAnn D. Holmes, hereby swear or affirm under penalty of perjury, that in accordance with NRS 241.033, I served the foregoing Notice of Meeting of the Las Vegas City Council to consider character, alleged misconduct, competence, or health by personally serving it on Bradford R. Jerbic at City Hall, 495 S. Main St, on this 11th day of July 2018.

LuAnn D Holmes
Signature of person making service

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011 | VOICE
702.382.4803 | FAX
711 | TTY

cityoflasvegas
lasvegasnevada.gov

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

Discussion for possible action regarding annual review of City Auditor Radford K. Snelding
(NOTE: To be trailed to follow the Closed Session)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Yearly performance review of City Auditor Radford K. Snelding

RECOMMENDATION:
Staff to follow Council's direction

BACKUP DOCUMENTATION:
Notice of Closed Personnel Session

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

LOIS TARKANIAN
Mayor Pro Tem

STAVROS S. ANTHONY
BOB COFFIN
STEVEN G. SEROKA
MICHELE FIORE
CEDRIC CREAR

SCOTT D. ADAMS
City Manager

OFFICE OF THE
CITY CLERK

LUANN HOLMES
CITY CLERK

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011 | VOICE
702.382.4803 | FAX
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cityoflasvegas
lasvegasnevada.gov

July 11, 2018

Mr. Radford K. Snelding
City Auditor
City of Las Vegas
495 South Main Street
Las Vegas, Nevada 89101

RE: Notice of Meeting of the City Council to discuss the City Auditor's Annual Performance Review

Dear Mr. Snelding:

In connection with your performance evaluation, and under the requirements of NRS 241.030, the City Council may consider your character, alleged misconduct, competence or health at its meeting on Wednesday, August 1, 2018. The meeting will begin at 9 am at the City Council Chambers, 495 South Main Street in Las Vegas, Nevada. The meeting is a public meeting and you are welcome to attend. The Council may go into closed session to consider the following general topics: Your performance as City Auditor, your job description, your job duties, and matters properly related thereto. You are invited to attend the closed session, have an attorney or other representative of your choosing present during the closed meeting, and present written evidence, and provide testimony and present witnesses relating to your character, alleged misconduct, professional competence, or physical or mental health.

If the Council determines it necessary after considering your character, alleged misconduct, professional competence, or physical or mental health whether in a closed meeting or open meeting, it may also take administrative action for or against you at this meeting. This informational statement is in lieu of any notice that may be required pursuant to NRS 241.034.

This notice is provided to you under NRS 241.033.

Sincerely,

LuAnn D. Holmes

LuAnn D. Holmes, MMC
City Clerk

I, LuAnn D. Holmes, hereby swear or affirm under penalty of perjury, that in accordance with NRS 241.033, I served the foregoing Notice of Meeting of the Las Vegas City Council to consider character, alleged misconduct, competence, or health by personally serving it on Radford K. Snelding at City Hall, 495 S. Main St on this 11th day of July, 2018.

LuAnn D. Holmes
Signature of person making service

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
For possible action to approve the ratification of Ydoleena Yturralde in a Council support position as a Special Assistant to the Ward 3 office ($67,000 annual salary + Benefits - General Fund) - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $67,000 + Benefits
Funding Source: General Fund
Dept./Division: City Council - Ward 3

PURPOSE/BACKGROUND:
Pursuant to Section 3.020 of the City Charter, all Council positions are subject to ratification by the City Council. Councilman Coffin has requested the appointment of Ydoleena Yturralde to the position of Special Assistant for Ward 3.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: JERRY WALKER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Facility Shared Use Agreement between the City of Las Vegas and Acelero Learning Clark County to occupy a portion of the Stupak Community Center, located at 251 West Boston Avenue, for educational programs - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Acelero Learning Clark County (Acelero) is a Head Start provider that provides services to foster the education and socialization of children in the Las Vegas Valley. Acelero desires to occupy a portion of the Community Center to offer educational programs. The term is for three years with the option to extend the use for two additional one year terms.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Facility Shared Use Agreement for Stupak Community Center

FACILITY SHARED USE AGREEMENT FOR STUPAK COMMUNITY CENTER

THIS FACILITY SHARED USE AGREEMENT FOR STUPAK COMMUNITY CENTER (this "**Agreement**") is entered into as of _____, 2018 (the "**Effective Date**"), by and between the CITY OF LAS VEGAS, a Nevada municipal corporation ("**City**"), and ACELERO LEARNING CLARK COUNTY, a Nevada for profit corporation ("**Acelero**"). The City and Acelero are sometimes collectively referred to herein as the "**Parties**".

RECITALS

WHEREAS, the City owns and operates the Stupak Community Center (the "**Community Center**") to provide educational and recreational services to area residents; and

WHEREAS, Acelero is a Head Start provider that provides services to foster the education and socialization of children in the Las Vegas Valley (the "**Acelero Program Services**"); and

WHEREAS, Acelero desires to occupy a portion of the Community Center to offer additional Acelero Program Services; and

WHEREAS, the purpose of this Agreement is to set forth the specific terms as to the use of the dedicated and shared space for Acelero in the Community Center.

NOW, THEREFORE, in consideration of the terms, covenants, conditions, and provisions hereinafter set forth and other good and valuable consideration, it is hereby mutually agreed by and between City and Acelero that the foregoing Recitals are true and correct, and further agreed as follows:

AGREEMENT
SECTION 1. DEDICATED AND SHARED SPACE

1.1 The City hereby grants to Acelero the right to use the single classroom commonly known as Classroom 116 and the desk space area ("**Desk Area**") outside Classroom 119, both as depicted on **Exhibit "A"**, from the hours of 7:45 am to 4:00 pm (collectively, the "**Dedicated Space**"), all local time, solely for the performance of the Acelero Program Services and on the terms and conditions set forth herein. Acelero acknowledges that the use of the Dedicated Space is limited to the times listed herein and that the City and other entities authorized by the City may use the Dedicated Space outside the times listed herein. Acelero may install a copy machine, fax machine, and computer at the Desk Area for Acelero's use.

1.2 Prior to the start of each academic semester (fall and spring), the designated representative of each party hereto shall meet to discuss shared use of the classroom, playground, kitchen, pantry, break room, and common areas of the Community Center (collectively, the "**Shared Space**"). The designated representatives of each party hereto shall cooperatively decide how to use Shared Space in a manner that is not to the exclusive benefit or detriment of the other party. If any dispute related to use of the Shared Space arises that cannot be resolved by the designated representatives of each party, the dispute shall promptly be reported to the City's Director of the Parks and Recreation Department (the "**Director**"). The Director, or designee, shall, within thirty (30) days after receipt of said dispute, issue a finding to resolve said dispute. The Director's or designee's determination shall be final and shall not be appealable to either the City Council or any court.

1.3. Acelero's access to the Community Center for any reason shall be limited to the operating hours of the Community Center, unless otherwise agreed to by the Community Center Administrator.

1.4. No entity other than Acelero may use the Dedicated Space or Shared Space without submitting a written request to allow such third-party use. The City's approval of any third-party use shall be at the sole discretion of the City.

1.5. It is expressly understood that this Agreement and the rights granted herein do not in any way whatsoever grant or convey any easement, Agreement, fee of any kind, or other interest in the Community Center to Acelero.

SECTION 2. TERM AND TERMINATION

2.1. PRIMARY TERM. Unless earlier terminated in accordance with the terms in this Agreement, the "**Primary Term**" shall be for a term of three (3) years, commencing on August 1, 2018, at 12:00 am local time ("**Commencement Date**"), and terminating on the third (3rd) anniversary of the Commencement Date July 31, 2021 at 11:59 pm local time ("**Expiration Date**").

The Parties acknowledge that the Acelero Program Services are offered on a year-round basis, including the summer recess months.

2.2. OPTION TERMS. At all times during which this Agreement is in force and effect, and if Acelero is not in default of this Agreement, Acelero may request to extend this Agreement for two (2) additional terms of one (1) year each (each, an "**Option Term**") by giving a written request addressed to the attention of the City's Real Estate Administrator no less than one-hundred eighty (180) days and no more than two hundred and forty (240) days prior to the expiration of the Primary Term or any Option Term, and upon receiving such request, Landlord shall provide written notification of approval or denial of the Option Term within thirty (30) days of receipt of the request. Landlord's approval of any Option Term shall not be unreasonably withheld, delayed, or conditioned.

Any reference to "**Agreement Term**" in this Agreement shall include the Primary Term and any Option Term.

2.3. Either party may terminate this Agreement for any reason by providing ninety (90) days advance written notice to the other party. This Agreement may be terminated by the City upon a material breach of this Agreement by Acelero. Acelero shall be given written notice of the material breach and be granted thirty (30) days to cure said breach. Any material breaches involving the health and safety of the Community Center must be cured as soon as commercial practicable.

SECTION 3. VACATING THE DEDICATED AND SHARED SPACE.

3.1. Upon the expiration of the term or effective termination date of this Agreement, Acelero shall vacate the Dedicated Space and Shared Space in good condition, subject to ordinary wear and tear.

3.2. All personal property of whatever kind or nature in the Dedicated Space or Shared Space that is owned, or paid for by Acelero, shall remain the property of Acelero, and upon vacating the Dedicated Space or Shared Space, Acelero shall remove such property at Acelero's expense. Fixed personal property shall be removed at the request of the City, and Acelero shall restore the Dedicated Space or Shared Space to good condition, equivalent to the condition of the Dedicated Space or Shared Space at the commencement of Acelero's use, subject to ordinary wear and tear.

3.3 All City property must remain in the Community Center at all times.

SECTION 4. FACILITY USE FEES.

4.1. Commencing on the Commencement Date, Acelero agrees to pay ONE DOLLAR ($1.00) per month as a facility use fee to City ("**Facility Use Fee**"). The Facility Use Fee shall be due and payable twelve (12) months in advance and shall be due within ten (10) days after the Commencement Date. For convenience, Lessee may prepay the Facility Use Fee for the Initial Term at its sole discretion.

SECTION 5. MAINTENANCE AND UTILITIES.

5.1. The City will provide utilities, custodial services, maintenance services, and security services to the Community Center. Acelero will be solely responsible for contracting with third party providers and related monthly fees for telephone, data transmission, video and other telecommunication services ("**Telecommunication Services**"). The City will reasonably assist Acelero to facilitate the installation of the Telecommunication Services.

SECTION 6. UNINHABITABLE SPACE AND EMERGENCIES.

6.1. If construction at the Community Center renders any part of the Dedicated Space uninhabitable, the City shall make reasonable efforts to find alternative space for Acelero in the Community Center

6.2. If the Dedicated Space becomes uninhabitable, in the best judgment of the City, due to any unplanned event, the City is not obligated to provide alternative space, and may immediately terminate this Agreement if the City determines that it will not rebuild or repair the space in a timely manner. However, the City will use reasonable efforts to provide Acelero alternative space in another City building.

6.3. In an emergency, as determined by the City, the City reserves the right to temporarily interrupt Acelero's use of the Dedicated Space or Shared Space, and such interruption shall not be deemed a breach of this Agreement. The City shall make reasonable efforts to assist Acelero in finding alternative and appropriate space in the event of such emergency.

6.4. Acelero shall immediately notify the City of any serious incidents that take place in the Community Center where the police, fire department or the paramedics are involved. This includes, without limitation, incidents of physical or sexual abuse, bomb threats, weapons brought to school, and the possession or sale of narcotics. Acelero shall prepare and submit an incident report related to such event as soon as practicable. Acelero shall cooperate in all investigations involving incidents or wrongdoings that occur on or near the Community Center.

SECTION 7. ALTERATIONS.

7.1. Acelero agrees to accept the Dedicated Space and Shared Space on an "as is" basis.

7.2. Acelero, at its sole cost and expense, may only make temporary and nonstructural decorative or cosmetic alterations to the Dedicated Space.

SECTION 8. USE; COMPLIANCE WITH LAWS AND REGULATIONS.

8.1. ACELERO'S COVENANT TO OPERATE. Acelero covenants that the Community Center will be continually operated in a manner consistent with Acelero's education objectives. Additional uses inconsistent with the Acelero Program Services are subject to the review and approval by the Director, in his sole discretion.

8.2. PURPOSE; COMPLY WITH LAW. Acelero may use and occupy the Community Center solely for the purpose of conducting its business, which is expressly limited to Acelero Program Services. Acelero shall, at all times during the Agreement Term, comply with all federal, state and local governmental rules, policies, permits, authorizations, regulations, ordinances, codes, statutes, and laws, now or hereafter in effect pertaining to the Community Center or the use thereof (collectively, the "**Applicable Laws**"). In addition, Tenant shall comply with the education requirements as detailed in **Exhibit "B**".

8.3. SIGNAGE. Acelero shall be permitted to display one or more signs indicating that an Acelero Head Start program is housed at the Community Center. Acelero shall submit the proposed sign(s) to the Director for approval, and said approval shall not be unreasonably withheld, delayed, or conditioned.Any new signage installed by Acelero shall be professionally fabricated and installed in accordance with the City's Municipal Code, design guidelines, and brand standards at the sole cost of Acelero.

8.4. ENVIRONMENTAL CONDITIONS.

A. As used herein, "**Hazardous Substances**" means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated byphenyls, dioxins, petroleum and petroleum products, fuel additives, and any other material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, Release, threatened Release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any Governmental Authority or Environmental Laws; or (c) a basis for liability to any Governmental Authority or third party under any regulatory, statutory or common law theory. As used above, "**Governmental Authority**" or "**Governmental Authorities**" means the United States of America, the State of Nevada, the City of Las Vegas, Clark County, any other community development district and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over the Community Center, or any portion thereof.

B. NO HAZARDOUS SUBSTANCES. Acelero shall not have any liability whatsoever under this Agreement to the City for any Hazardous Substances generated, stored, manufactured, produced, released, spilled, present, located, discharged or disposed of on, under, beneath, or within the soil, subsurface, surface water, or ground water of the Community Center prior to or as of the Commencement Date. After the Commencement Date, Acelero shall not use the Community Center, or permit any entity or person to use the Community Center, for the generation, storage, manufacture, production, releasing, discharge, or disposal or any Hazardous Substances; provided, however, Acelero shall be permitted to store, use and dispose of Hazardous Substances (a) to the extent packaged and contained in cleaning or office products for consumer use in quantities for ordinary day-to-day use, and (b) to the extent customarily used in the Acelero's operations. If Acelero knows, or has reasonable cause to believe, that Hazardous Substances have come to be located in, on, under or about the Community Center during the Agreement Term, Acelero shall promptly give the City written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, license, claim, action, or proceeding given to, or received from, any Governmental Authority or private party concerning the presence, spill, release, discharge of, or exposure to, Hazardous Substances including but not limited to all such documents as may be involved in any reportable use involving the Community Center during the Agreement Term. If any Hazardous Substances, are present in or about the Community Center during the

Agreement Term, the City shall have the right upon twenty-four (24) hour advance written notice to Acelero to engage a consultant to inspect the Community Center and to review Acelero's use of Hazardous Substances and all of Acelero's practices with respect to its use of such Hazardous Substances. Acelero shall cooperate in all respects with such inspections and reviews. All reasonable costs of such consultants shall be reimbursed to the City within fifteen (15) days of written demand therefor by the City. No termination, cancellation or release agreement entered into by the City and Acelero shall release Acelero from its obligations under this Section, unless specifically so provided in such agreement.

C. ENVIRONMENTAL INDEMNITY. Acelero shall have no indemnification obligation in connection with any Hazardous Substances generated, stored, manufactured, produced, released, spilled, present, located, discharged or disposed of on, under, beneath, or within the soil, subsurface, surface water, or ground water of the Community Center prior to or as of the Commencement Date. Acelero shall indemnify, protect, defend and hold the City, its agents, employees, lenders and ground lessor, if any, and the Community Center, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or otherwise involving: (i) Acelero's failure to use or occupy the Community Center in a manner consistent with Applicable Environmental Guidance; or (ii) any Hazardous Substances brought onto the Community Center by or for Acelero or by anyone under Acelero's control after the Commencement Date and during the Agreement Term ("**Covered Hazardous Substances**"). Acelero's indemnification obligations under this Section shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Acelero during the Agreement Term, and the cost of investigation (including reasonable consultants' and attorneys' fees and testing), removal, remediation and/or abatement of any Covered Hazardous Substances. No termination, cancellation or release agreement entered into by the City and Acelero shall release Acelero from its obligations under this Section, unless specifically so provided in such agreement. Acelero's indemnity obligations provided in this Section shall include, without in any way limiting the foregoing:

1. All reasonable costs, expenses and attorneys' fees incurred or sustained by any party in making any investigation on account of any claim, demand, loss, liability, cost, charge, suit, order, judgment or adjudication, in prosecuting or defending any action brought in connection therewith, in obtaining or seeking to obtain a release therefrom and in enforcing any of the agreements herein contained;

2. Liability for required costs and expenses of abatement, correction or clean-up, fines, damages, response costs or penalties pursuant to the provisions of any Applicable Laws or Environmental Laws; and

3. Liability for personal injury or Community Center damage arising under any statutory or common-law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance, or for the carrying on of an abnormally dangerous activity, and response costs.

4. Acelero's indemnity in this Section shall survive termination of this Agreement.

SECTION 9. INDEMNIFICATION.

9.1. ACELERO'S INDEMNITY OBLIGATION. Acelero shall indemnify and hold harmless the City and its elected officials, officers, directors, employees, and agents of Landlord (collectively, the "**City Indemnified Parties**") from and against all claims, losses, damages, expenses (including reasonable attorneys' fees), penalties, and charges (collectively the "**Losses**") arising from or in connection with any of the following during the Agreement Term (i) any negligent act or omission of Acelero or any of its

officials, officers, employees, agents, invitees, or volunteers or (ii) any default in the performance of any obligation on Acelero's part to be performed under the terms of this Agreement. Acelero shall further indemnify and hold harmless the City Indemnified Parties from and against any and all Losses arising from any default in the performance of any obligation on Acelero's part to be performed under the terms of this Agreement, or arising from any negligence of Acelero, its Board of Directors, executive director, employees, agents, invitees, and volunteers during the Agreement Term, and from and against all Losses incurred in the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against the City Indemnified Parties by reason of any such claim, Acelero, upon notice from City, shall defend the same at Acelero's expense by legal counsel reasonably satisfactory to City. Acelero, as a material part of its consideration to City, hereby assumes all risk of damage to property or injury to persons in or upon the Community Center arising from any cause during the Agreement Term and Acelero hereby waives all claims in respect thereof against the City Indemnified Parties. Acelero's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by Acelero pursuant to the provisions of this Agreement. Acelero's obligations under this Section shall survive any termination of this Agreement.

9.2. CITY'S INDEMNITY OBLIGATIONS. Acelero, its Board of Directors, officers, employees, agents, invitees, and volunteers (collectively, the "**Acelero Indemnified Parties**") shall not be liable for, and the City shall indemnify and hold the Acelero Indemnified Parties harmless from and against, any Losses arising from or in connection with (i) any negligent act or omission of the City or any of its elected officials, officers, employees, agents, invitees, or volunteers or (ii) any default in the performance of any obligation on the City's part to be performed under the terms of this Agreement. The Parties hereto understand and agree that neither this Section nor any other provision of this Agreement shall constitute a waiver by the City of any protection it has against liabilities or damages or any limitations thereon under Chapter 41 of NRS or other protections or limitations that arise by virtue of City's status as a political subdivision of the State of Nevada, and that the City's indemnifications hereunder are limited by and subject to Chapter 41 of NRS. If any action or proceeding be brought against any of the Acelero Indemnified Parties by reason of any such claim, the City, upon notice from Acelero, shall defend the same at the City's expense by legal counsel reasonably satisfactory to Acelero. Acelero shall have the right to select independent counsel to defend Acelero pursuant to this Section provided that such independent counsel is approved by the City (which approval shall not be unreasonably withheld) and that Acelero pays all costs and fees of such independent counsel. The City's obligations under this Section shall survive any termination of this Agreement.

SECTION 10. ASSIGNMENT.

10.1. WITH RESPECT TO ACELERO. Acelero shall not assign or transfer this Agreement or any interest herein, or license the use of all or any portion of the Community Center, whether by assignment, mortgage, license, transfer, operation of law, without the prior express written consent of the City, which consent may be granted or withheld at the City's sole discretion. Upon any valid assignment of this Agreement, Acelero shall be relieved of all obligations accruing from the effective date of the assignment.

A. PERMITTED SUBLEASES. Acelero may not sublease any portion of the Community Center to a third-party for any purposes without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Upon approval of any sublease, Acelero shall submit a copy of the final draft of the sublease to the City's written consent prior to execution by Acelero and sublessee.

B. EXCEPTIONS. Notwithstanding anything to the contrary herein, Acelero may, without the City's consent, assign this Agreement any portion of the Community Center to any entity into which

or with which Acelero merges or consolidates, and to any parent, subsidiary, affiliate, or any entity with which Acelero or any affiliate of Acelero has an operating contract, or to Acelero Charitable Foundation, a not-for-profit entity, with no agreement from liability hereunder of the obligations of Acelero originally named in this Agreement, and Acelero shall deliver to the City a copy of a document satisfactory to the City in its reasonable discretion by which such assignee agrees to assume and perform the appropriate terms, conditions and covenants of Acelero under this Agreement. Any such assignment shall be under and subject to all the terms and conditions of this Agreement, which subordination must be confirmed in writing by assignee and delivered to the City prior to the effective date of such assignment.

10.2. WITH RESPECT TO THE CITY. During the Agreement Term, the City shall not sell, mortgage, pledge, hypothecate, encumber, or otherwise transfer, assign or dispose of all or any part of the Dedicated Space, any interest in the Dedicated Space, or this Agreement, without the written approval of Acelero, which consent may be granted or withheld at Acelero's sole discretion.

SECTION 11. INSURANCE.

11.1. MAINTAIN INSURANCE POLICIES. Acelero shall, at Acelero's expense, maintain in force and effect on the Real Property and Building Improvements at all times the following insurance:

A. Commercial general liability insurance against claims for bodily injury, property damage, and broad form contractual liability coverage on, in or about the Real Property in amounts not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate. The commercial general liability insurance shall be endorsed to include Corporal Punishment (CG 22 67 10 93) coverage and shall not be endorsed to exclude Abuse and Molestation (CG 21 46 07 98) coverage. The City shall be named as an additional insured party by endorsement under the commercial general liability policy (CG 20 11 04 13).

B. Educator's Legal Liability. Liability insurance covering the Acelero and its officers, employees, agents, invitees, and volunteers from liability claims arising from wrongful acts, errors or omissions with regard to the conduct of their duties related to operation and management of the Acelero Program Services with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

C. When required by Applicable Laws, Worker's Compensation and Employer's Liability Insurance covering all persons subject to the workers' compensation laws of the state of Nevada.

11.2. PROPERTY INSURANCE.

A. The City shall obtain and keep in force during the Agreement Term a policy or policies of insurance covering loss or damage to the Community Center (but excluding items listed in subsection B. below), providing protection against all perils included in a Causes of Loss - Special Form policy (or its successor form), in the amount of their full replacement cost (i.e., the cost to replace without deduction for depreciation).

B. Acelero, at its sole discretion, obtain and keep in force during the Agreement Term a policy or policies of insurance covering loss or damage to Acelero's own property, inventory, trade fixtures, and furniture, and personal property of others, providing protection against all perils included in a Causes of Loss - Special Form policy (or its successor form) in the amount of their full replacement cost (i.e., the cost to replace without deduction for depreciation). The City is not responsible for Acelero's property, inventory, trade fixtures and furniture, and personal property of others within the Acelero's care, custody, or control.

11.3. INSURANCE MISCELLANEOUS

A. MUTUAL WAIVER AND RELEASE. Notwithstanding any other provision of this Agreement to the contrary, neither party to this Agreement or its officers, employees, agents, invitees, and volunteers shall be liable to the other for loss or damage caused by any risk covered by insurance required to be carried under this Agreement, and each party to this Agreement hereby waives any rights of recovery against the other and its Board of Directors, directors, officers, employees, agents, invitees, and volunteers for injury or loss on account of such covered risks.

B. MUTUAL WAIVER OF SUBROGATION. All policies of property insurance required to be carried by either party under this Section shall include a clause or endorsement whereby such party's insurer waives all right of subrogation, and all rights based upon an assignment from its insured, against the other party, its officers, employees, agents, invitees, and volunteers, and in the case of Acelero and their officers, directors, partners, members, managers, employees, agents, invitees, and volunteers in connection with any loss or damage thereby insured against; provided that the foregoing reference shall not be deemed a consent by the City to any subassignment of the Community Center. If any policy of insurance requires the agreement of a party's insurer as a condition to the effectiveness of this mutual waiver of subrogation, such party agrees to make a commercially reasonable effort to obtain such agreement.

C. NO PROHIBITED ITEMS OR USE. Acelero agrees that it will not keep, use, sell or offer for sale in or upon Community Center any article or permit any activity which may be prohibited by any standard form of insurance policy or conduct or permit the conduct of any use which violates the terms and conditions of any insurance policy required to be maintained pursuant to this Agreement.

SECTION 12-MISCELLANEOUS

12.1. NON-DISCRIMINATION. Acelero promises, and it is a condition to the continuance of this Agreement, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, sexual orientation, gender identity, creed, national origin, or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Community Center or any portion thereof.

12.2. FORCE MAJEURE. Neither party shall be in breach of this Agreement if it fails to perform as required hereunder due to labor disputes, civil commotion, war, warlike operation, terrorist acts, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, that nothing contained herein shall excuse Acelero from the prompt payment of any Rent or charge required of Acelero hereunder.

12.3. NOTICES. All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, or (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone numbers are listed for information only.

If to Landlord: ATTN: City Manager
City of Las Vegas
495 S. Main St.
Las Vegas, NV 89101
(702) 229-6501

with copy to: ATTN: Director, Youth Development and Social Innovation
City of Las Vegas
495 South Main Street
Las Vegas, NV 89101

with copy to: ATTN: Real Estate Administrator
333 North Rancho Drive
Las Vegas, NV 89101

with copy to: ATTN: City Attorney
City of Las Vegas
495 South Main Street
Las Vegas, NV 89101

If to Acelero: ATTN: Program Director
Acelero Learning Clark County
4366 W. Cheyenne Avenue
North Las Vegas, NV 89032

with copy to: ATTN: Melissa Polaner, General Counsel
Acelero, Inc.
63 West 125th Street
New York, New York 10027

12.4. BINDING ON PERMITTED SUCCESSORS AND ASSIGNS. The terms, provisions, covenants and conditions contained in this Agreement shall apply to, bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and permitted successors and assigns.

12.5. PARTIAL INVALIDITY. If any term, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

12.6. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

12.7. NO PARTNERSHIP OR JOINT VENTURE. Nothing contained herein shall be deemed to create any partnership, joint venture, agency or other relationship between the City and Acelero.

12.8. CAPTIONS. The captions are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

12.9. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, Clark County, Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof. The City and Acelero hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of Landlord and Acelero, Acelero's use or occupancy of the Community Center, and/or any claim of injury or damage.

12.10. RECORDATION This Agreement shall not be recorded.

12.11 AUTHORIZATION. All necessary actions shall have been taken under the parties' organizational documents to authorize the individuals signing this Agreement on their respective behalves to do so.

12.12 NO BROKERS. The City and Acelero each represent and warrant to the other that they have not entered into any written contractual arrangement with, or promised to pay any broker's fee, finder's fee, commission or other similar compensation to, or otherwise agreed to compensate, any real estate agent or broker in connection with this Agreement. The City and Acelero each agree to indemnify, defend, save and hold the other harmless from and against all Losses incurred by reason of the breach of the foregoing representation and warranty arising from any claim for compensation founded upon or as a result of acts asserted to have been performed on their respective behalf. Such indemnification obligations shall survive any termination of the Agreement.

12.13. COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. 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.

12.14. INTERPRETATION. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s). Whenever in this Agreement any words of obligations or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated. This Agreement shall not be construed either for or against the City or Acelero, but this Agreement shall be interpreted in accordance with the general tenor of its language.

12.15. THIRD PARTIES. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, including, without limitation, any entity, other than the parties hereto any rights or remedies under or by reason of this Agreement.

12.16. EXPENSES. Except as otherwise provided in this Agreement, each party shall bear its own expenses incurred by it in connection with the negotiation, execution and delivery of this Agreement, including, without limitation, the fees and expenses of each party's legal counsel.

12.17. FURTHER ASSURANCES. Each party shall, from time to time after the execution of this Agreement, execute and deliver such instruments, documents and assurances and take such further acts as

the other party may reasonably request to carry out the purpose and intent of this Agreement without undue delay.

12.18. JURISDICTION. Each of the City and Acelero agree to submit to personal jurisdiction in Clark County, Nevada in any action or proceeding arising out of this Agreement and, in furtherance of such agreement, each party hereby agrees and consents that, without limiting other methods of obtaining jurisdiction, personal jurisdiction over each party in any such action or proceeding may be obtained within or without the jurisdiction of any court located in Nevada and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon each party by registered or certified mail to or by personal service at the last known address of each party, whether such address be within or without the jurisdiction of any such court.

12.19 The Parties acknowledge that the other party is a governmental entity and the Agreement validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of either party's obligations under this Agreement, then the party shall have the right to terminate this Agreement at any time after written notice to the other party of the unavailability and non-appropriation of public funds. It is expressly agreed that neither party shall exercise this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.

12.20. IN-KIND EVALUATION. The City acknowledges that it has agreed to the Facility Use Fee payable hereunder because Acelero is a Head Start provider. In the event it is determined that the Facility Use Fee payable hereunder is below fair market value, in recognition of the services Acelero provides to the community, Acelero may, in its own discretion, claim the difference between the fair market rent and the Facillity Use Fee as an "in-kind" contribution to the Head Start program.

12.21. NOTICE OF FEDERAL INTEREST. The City acknowledges that, should Acelero use federal funds to renovate or make any approved improvements to the Community Center or any part thereof, Acelero may be required to record a Notice of Federal Interest in the Dedicated Space as required by 45 CFR 1303. Prior to the use of any federal funds by Acelero, Acelero shall submit to Landlord the federal requirements that are applicable to Landlord and the Landlord's property interest in the Community Center. The City shall promptly review Acelero's use of federal funds and the City, in its sole discretion, may reject Acelero's use of the federal funds.

21.22 EARLY TERMINATION. In the event that Acelero is replaced as contractor for operation of the local Head Start program by a another contractor or loses all or part of its funding to operate this Head Start center, Acelero may terminate this Agreement prior to the end of its stated term upon thirty (30) days written notice to the City and be released from any further obligations hereunder.

21.23. DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by City Council effective October 1, 1999, Acelero warrants that it has disclosed, on **Exhibit "C"** attached hereto, all members of the Board of Directors of Acelero. Throughout the Agreement Term, Acelero shall notify the City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

[LEFT BLANK INTENTIONALLY AND SIGNATURES APPEAR ON NEXT PAGES]

INTERLOCAL CONTRACT FOR THE AGREEMENT OF REAL PROPERTY

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Commencement Date.

"CITY"

CITY OF LAS VEGAS

By: _____

Carolyn G. Goodman, Mayor

Attest:

By: _____

LuAnn D. Holmes, MMC, City Clerk

Approved as to Form: John S. Ridilla
Deputy City Attorney

By: John S. Ridilla 7/17/18

Deputy City Attorney Date

Date of Approval by Las Vegas City Council: _____

[LEFT BLANK INTENTIONALLY AND SIGNATURES CONTINUED ON NEXT PAGE]

INTERLOCAL CONTRACT FOR THE AGREEMENT OF PROPERTY

Signature Page (continued)

"ACELERO"

ACELERO LEARNING CLARK COUNTY

By: _____

Name: MICHAEL TOMAS MITCHELL

Title: EXECUTIVE DIRECTOR

Date: 7/12/18

LIST OF EXHIBITS

EXHIBIT “A”	DEPICTION OF THE COMMUNITY CENTER, DEDICATED SPACE, AND SHARED SPACE
EXHIBIT “B”	EDUCATIONAL REQUIREMENTS
EXHIBIT “C”	DISCLOSURE OF PRINCIPALS

EXHIBIT "A"

DEPICTION OF THE COMMUNITY CENTER,
DEDICATED SPACE,
AND SHARED SPACE

[ATTACHED]

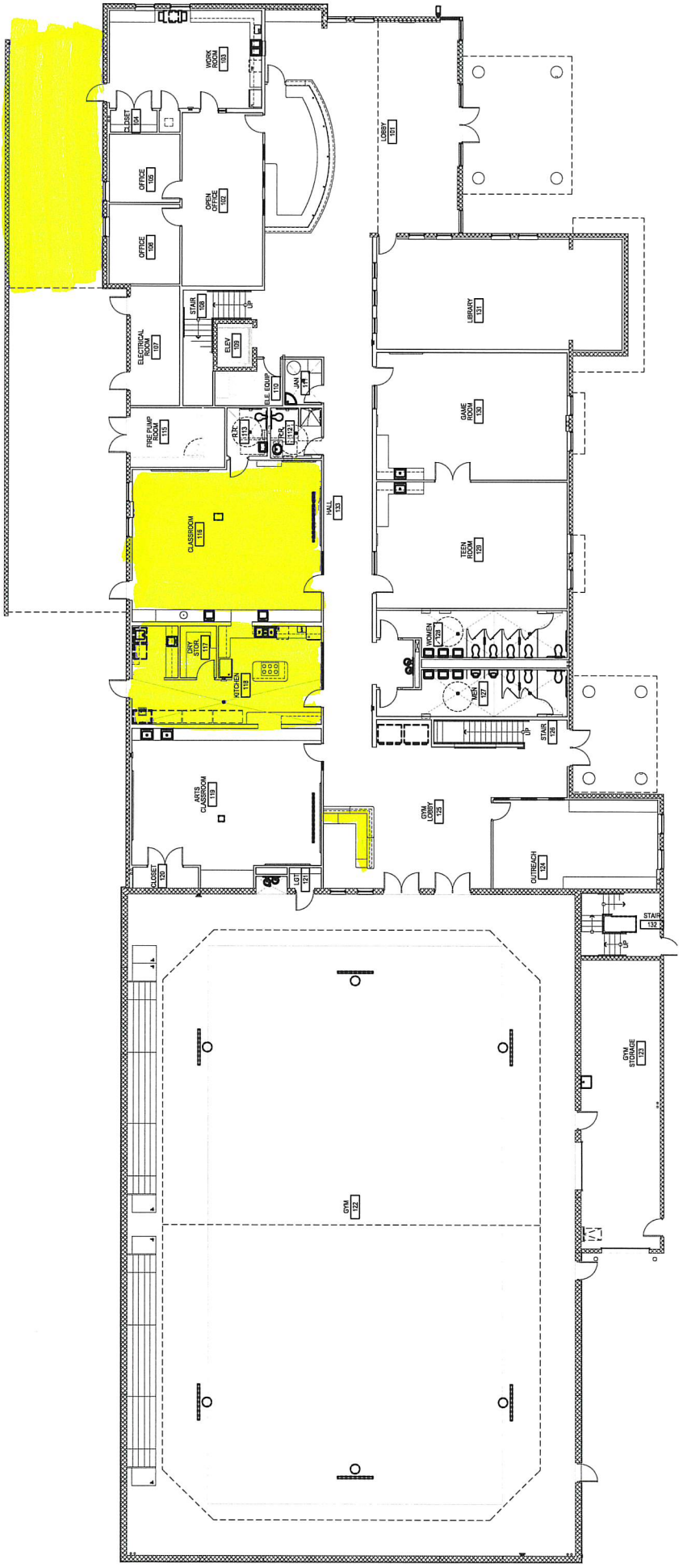

WORK ROOM 103
CLOSET 104
OFFICE 105
OPEN OFFICE 102
OFFICE 106
LOBBY 101
LIBRARY 131
STAIR 108
UP
ELECTRICAL ROOM 107
ELEV 109
ELE EQUIP 110
JAN 111
GAME ROOM 130
FIRE PUMP ROOM 115
MEN 113
WOMEN 112
CLASSROOM 116
HALL 133
TEEN ROOM 129
WOMEN 128
DRY STOR 117
KITCHEN 118
MEN 127
STAIR 126
UP
ARTS CLASSROOM 119
GYM LOBBY 125
OUTREACH 124
CLOSET 120
LIFT 121
STAIR 132
UP
GYM 122
GYM STORAGE 123

EXHIBIT "B"

EDUCATIONAL REQUIREMENTS

[ATTACHED]

EDUCATION REQUIREMENTS

The City seeks to increase access to high quality early childhood education and pre-kindergarten ("Pre-K") programs for children living within two hundred percent (200%) Federal poverty guideline ("FPO") and in targeted zip codes. Therefore, in addition to proposal submitted to the RFP for STRONG START ACADEMY, ACELERO agrees to the following:

1. Within the first two rating cycles after execution of the Lease, attain a minimum Silver State Stars Quality Rating & Improvement System (QRIS) rating of four stars. This must be maintained throughout the Lease Term.

2. Within two years after execution of the Lease, obtain national accreditation (e.g. NAEYC, NAC, or NECPA). This must be maintained throughout the Lease Term.

3. Ensure all infant and toddler lead teachers responsible for providing direct instruction to early childhood students from birth to age three (3), have minimum education qualifications of a childcare development associate (CDA) degree, or preferably a bachelor's degree in early childhood education, or related field with four thousand (4,000) hours of experience and meet Early Head Start lead teacher standards. This must be maintained throughout the Lease Term.

4. Ensure each early childhood education Pre-K teacher responsible for providing direct instruction to early childhood students ages three (3) to five (5) must fulfill Head Start lead teacher standards and have a bachelor's degree in early childhood education, or a related field with four thousand (4,000) hours of experience. This must be maintained throughout the Lease Term.

5. Maintain an enrollment rate of eighty percent (80%) based on licensed capacity and ensure child applicants have equal access to the same extent as other children (e.g. homeless, foster, military, and tribal) even for those lacking initial enrollment documents.

6. Maintain high quality Pre-k programs for children:

A. All programs must provide a minimum of five (5) hours of instruction per day or twenty-five (25) hours per week.

B. Programs must utilize the Nevada Pre-K Content Standards, revised and adopted by the Nevada Department of Education. Programs must implement developmentally appropriate, research-based curriculum and participate in the birth to third grade continuum alignment.

C. Class sizes and child/staff ratios must not exceed the following:

a. Classrooms will have no more than twenty (20) children with two (2) adults.

b. The referenced two (2) adults will be an appropriately certified teacher and an appropriately certified teaching assistant.

D. Programs must participate in the annual and longitudinal stateside program evaluations system. This includes using outcome indicators described in the ELDS and reporting required data to the Pre-K education evaluator and the Nevada Department of Education. Program quality will also be assessed by a valid and reliable assessor using the Early Childhood Environment Rating Scale, Third Edition (ECERS-3) and the Classroom Assessment Scoring System (CLASS).

E. Parental involvement must be evaluated in conjunction with the Pre-k program. Longitudinal data to determine effectiveness of parental involvement will be used for program improvement.

F. Programs must demonstrate coordination with existing community services through collaborative and cooperative efforts.

G. The percentage of eligible children with disabilities served must not be less than either the percentage of four-year old children served statewide through part B, section 619 of IDEA (8.7%), or the current national average, whichever is greater, and no more than fifty percent (50%) per classroom.

H. Data collection method information submitted from either Teaching Strategies Gold, HIGHSCOPE Online COR Advantage, Brigance, or another approved research based child assessment tool for Development and Learning assessment are due twice per year on June 5th and December 5th.

7. AUDIT OF RECORDS.

A. ACELERO agrees to maintain the financial books and records, including all supporting documentation, pertaining to the Lease 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 Lease, 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 ACELERO goes out of business, ACELERO shall forward the books and records to the City to be retained by the City for the period of time required herein.

B. The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy or transcribe) the books and records of ACELERO pertaining to the performance of the Lease during standard business hours. The City will provide prior written notice to ACELERO of the audit and inspection. If the books and records are not located within Clark County, ACELERO agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, ACELERO may elect to reimburse the City for the costs of travel to inspect and audit the books and records at ACELERO office. If the books and records provided to the City are incomplete, ACELERO 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 ACELERO office. ACELERO failure to remedy the deficiency shall constitute a material breach of the Lease.

8. PROGRAM REPORTS.

A. ACELERO agrees to submit a mid-year and end of the year program report to the City which shall be due on January 15th and August 15th of each year of the Lease Term.

B. The mid-year report shall include results of program measurements, deliverables and goals, total number of unduplicated students served per month, ethnicity, number of low income students served and zip codes of students and copies of teacher credentials.

C. The end-of-the-year reports shall include a cumulative report for the school year including program measurements, deliverables and goals, total number of unduplicated students served per month, ethnicity, number of low income students served and zip codes; a summary of evidence of progress being made towards achieving desired QRIS Star rating and accreditation; annual audits and program evaluations.

9. ON-SITE MONITORING.

A. The programs funded under the Lease will be subject to on-site monitoring by designated City representatives, City contracted independent auditors, or any combination thereof. The representatives will be announced, at a minimum, twenty-four (24) hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to all records pertaining to the program. The representatives may, on occasion, interview program recipients who

volunteer to be interviewed.

B. ACELERO shall allow duly authorized representatives from the City, independent auditors or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the program as the reviewing entity deems appropriate in order to determine the following:

a. whether the objectives of the program are being achieved;

b. whether the program is being operated in an efficient and effective manner;

c. whether proper management control systems and internal procedures have been established to meet the objectives of the program;

d. whether the financial operations of the program are being conducted properly;

e. Whether the periodic reports to the City contain accurate and reliable information; and

f. whether all of the activities of the program are being conducted in compliance with applicable federal, state and local laws and regulations and the requirements of this Agreement.

EXHIBIT "C"

DISCLOSURE OF PRINCIPALS

[ATTACHED]

DISCLOSURE OF PRINCIPALS

The Board of Directors of Acelero Learning Clark County are the following:

	FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1.	Brian L. Pauling	1632 Grassmeade Way Snellville, GA 30078	678-977-8172
2.	Tameka Henry	715 N. Tonopah LV NV 89106	702-6316-4152
3.	Deborah Ruiz-Harpster	801 S. Rancho Dr #2 LV NV 89106	702-289-1189
4.	Andrea M. Gandara	Third Floor, 400 S. 4th st, LV NV 89101	702-791-0308
5.	Ruty Ezhuthachan	2720 N. Tenaya Way. LV NV 89128	702-807-2225
6.	Jacquolyn Perez	3075 N. Walnut LV NV 89115	702-455-8200
7.	Vivian Wright-Bolton	1110 Fremont St. LV NV 89101	702-431-0889
8.	Juanita Ortiz	3820 Cecile Ave. LV NV 89115	702-799-3920
9.			
10.			
11.			
12.			
13.			

[SIGNATURE AND NOTARY JURAT ON NEXT PAGE]

DISCLOSURE OF PRINCIPALS

Signature Page

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

ACELERO LEARNING CLARK COUNTY
A Nevada For-Profit Corporation

By: Michael Tomas Mitchell

Printed Name: MICHAEL TOMAS MITCHELL

Title: EXECUTIVE DIRECTOR

Subscribed and sworn to before me this
12 day of July, 2018.

JANETTE CHEYNE
Notary Public-State of Nevada
Appointment No. 17-1940-1
My Appointment Expires 04-22-2021

Notary Public

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: JERRY WALKER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Lease and Operating Agreement between the City of Las Vegas and Acelero Learning Clark County for a portion of real property and improvements, located at 700 Twin Lakes Drive, for the purpose of enhancing services that foster the education and socialization of children in Las Vegas - Ward 5 (Crear) [NOTE: This item is related to Item 31 (R-40-2018)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
Acelero Learning Clark County (Acelero) is an authorized Head Start provider in Las Vegas and was selected by the City to operate Head Start program services at a portion of the premises. The City desires to lease 2,449 square feet of the building improvements and to authorize the use of shared outdoor space at the premises. The term is for three years with the option to extend the agreement for two additional terms of one year each with a rental rate of $2,800 per month.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Lease and Operating Agreement Between the City of Las Vegas and Acelero Learning Clark County

LEASE AND OPERATING AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND ACELERO LEARNING CLARK COUNTY

THIS LEASE AND OPERATING AGREEMENT (this "**Lease**") is entered into as of _____, 2018 (the "**Effective Date**"), by and between the CITY OF LAS VEGAS, a Nevada municipal corporation ("**City**" or "**Landlord**"), and ACELERO LEARNING CLARK COUNTY, a Nevada for profit corporation ("**Acelero**" or "**Tenant**"). Landlord and Tenant are sometimes collectively referred to herein as the "**Parties**".

RECITALS

WHEREAS, Landlord is the owner in fee of that certain improved real property located at 700 Twin Lakes Drive, Las Vegas, Clark County, Nevada (the "**Real Property**" and the improvements thereon, the "**Building Improvements**"); and

WHEREAS, Tenant is a Head Start provider that provides services to foster the education and socialization of children in the Las Vegas Valley (the "**Acelero Program Services**"); and

WHEREAS, Landlord has completed a public work project to rehabilitate the Real Property and Building Improvements (the "**Public Work**") for reuse by the Variety Early Learning Center ("**VELC**"); and

WHEREAS, additional space is available in the Building Improvements for Acelero to occupy in order to provide services that are complementary to VELC; and

WHEREAS, VELC currently leases from the City and occupies a portion of the Building Improvements consisting of seven thousand three hundred and ninety nine square feet (7,399 SF) and related shared common areas consisting of ten thousand one hundred and fifty two (10,152) and eight thousand seven hundred square feet (8,700 SF) shared use exterior playground and recreational space (the "**Shared Recreation Areas**")(collectively, the interior and exterior space is referred to herein as the "**Variety Premises**"), as depicted on **Exhibit "A"**, for the purposes of operating the VELC's activities and related uses, under the terms, conditions, and covenants set forth in the Lease and Operating Agreement between the City and VELC; and

WHEREAS, Acelero desires to lease and occupy a portion of the Building Improvements consisting of two thousand four hundred and forty nine (2,449) square feet and related shared common areas consisting of ten thousand one hundred and fifty two (10,152) and eight thousand seven hundred square feet (8,700 SF) shared use exterior playground and recreational space (collectively, the interior and exterior space is referred to herein as the "**Acelero Premises**"), as depicted on **Exhibit "A"**, for the purposes of operating Acelero Program Services; and

WHEREAS, Acelero acknowledges that Acelero and VELC will occupy the Building Improvements as co-tenant and Acelero agrees to enter into a Memorandum with VELC to document Acelero's and VELC's respective obligations as co-tenants; and

WHEREAS, pursuant to Nevada Revised Statutes Chapter ("**NRS**") 268.063, the Las Vegas City Council may lease property of the City to a tenant that is for the purposes of economic development without first offering the real property to the public and for less than fair market value so long as the City Council adopts a resolution finding that is in the best interest of the public; and

WHEREAS, Acelero, by utilizing Acelero Premises, will contribute to City in its efforts to enhance education in the Las Vegas; and

WHEREAS, City has determined the lease of the Acelero Premises for the purposes as herein set forth will provide a substantial benefit to the residents of the City; and

WHEREAS, City agrees to lease the Acelero Premises and Acelero agrees to lease the Acelero Premises upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the terms, covenants, conditions, and provisions hereinafter set forth and other good and valuable consideration, it is hereby mutually agreed by and between City and Acelero that the foregoing recitals are true and correct, and further agreed as follows:

AGREEMENT

SECTION 1-DEFINITIONS

1.1. Definitions. As used herein the following terms shall have the following definitions:

"**Acelero**" shall have the meaning set forth in the first paragraph of this Lease.

"**Acelero Program Services**" shall have the meaning set forth in the second Recital.

"**Activity and Use Limitations**" means legal or physical restrictions or limitations, on the use of, or access to, a site or facility, such as institutional or engineering controls and Hazardous Substances monitoring in soil and groundwater, that are intended to reduce or eliminate potential exposure to Hazardous Substances present in the soil or groundwater on or within the Premises in order to ensure maintenance of a condition for the Premises of no significant risk to public health or the environment.

"**Alterations**" shall have the meaning set forth in Section 8.1.

"**Applicable Environmental Guidance**" means all Applicable Laws, Activity and Use Limitations, and Environmental Laws. To the extent Applicable Environmental Guidance is in conflict as to any matter affecting human health or the environment, the Applicable Environmental Guidance that is most protective of human health and the environment shall be the Applicable Environmental Guidance for purposes of this Lease.

"**Applicable Laws**" shall have the meaning set forth in Section 6.1.

"**Building Improvements**" shall have the meaning set forth in the first Recital.

"**Charge**" shall have the meaning set forth in Section 10.1.

"**City**" shall mean the City of Las Vegas, Nevada, a Nevada municipal corporation.

"**Commencement Date**" shall have the meaning set forth in Section 2.2.

"**Covered Hazardous Substances**" shall have the meaning set forth in Section 6.8.B.

"**CPI-U**" means the Consumer Price Index for All Urban Consumers, all items (1982-84 = 100), as issued by the U.S. Department of Labor, Bureau of Labor Statistics. If the Department of Labor ceases to issue the CPI-U, Landlord may select a substitute index or measure of cost of living to calculate the appropriate cost of living increase.

"**CPI-U Percentage Increase**" means the percentage obtained by dividing (a) the difference (but not less than zero) between (i) the CPI-U most recently published prior to the Adjustment Date and (ii) the CPI-U published most recently preceding the date that is twelve (12) months prior to the Adjustment Date by (b) the CPI-U published most recently preceding the date that is twelve (12) months prior to the Adjustment Date.

"**Effective Date**" shall have the meaning set forth in the first paragraph of this Lease.

"**Environmental Condition**" means (a) a Release or threat of a Release of any Hazardous Substances affecting the Premises for which investigation, response, evaluation, treatment, removal, remediation, monitoring, abatement or any type of corrective action is required under any Environmental Laws, (b) any condition or activity at the Real Property that is not in compliance with any Environmental Laws, and (c) any condition or activity at the Real Property which results in or forms the basis for a claim by any Governmental Authority or citizen or citizen group for compliance, injunctive relief, damages (including, without limitation, natural resources or toxic tort damages), penalties, or removal, response, remedial or other action pursuant to any Environmental Laws and/or a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death and/or property damage.

"**Environmental Laws**" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any Governmental Authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, Environmental Condition or Hazardous Substances.

"**Expiration Date**" shall have the meaning set forth in Section 2.2.

"**Governmental Authority**" or "**Governmental Authorities**" means the United States of America, the State of Nevada, the City of Las Vegas, Clark County, any other community development district and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over the Premises (or any portion thereof).

"**Hazardous Substances**" means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated byphenyls, dioxins, petroleum and petroleum products, fuel additives, and any other material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, Release, threatened Release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any Governmental Authority or Environmental Laws; or (c) a basis for liability to any Governmental Authority or third party under any regulatory, statutory or common law theory.

"**HVAC**" shall have the meaning set forth in Section 5.3.

"**Landlord**" shall have the meaning set forth in the first paragraph of this Lease.

"**Landlord Event of Default**" and "**Landlord Events of Default**" shall have the meanings set forth in Section 18.1.A.

"**Lease**" shall have the meaning set forth in the first paragraph of this Lease.

"**Lease Term**" shall have the meaning set forth in Section 2.3.

"**Minor Alterations**" means (a) all nonstructural Alterations other than any single nonstructural Alteration which costs in excess of Ten Thousand Dollars ($10,000), which amount shall be increased by the applicable CPI-U Percentage on the Adjustment Date.

"**NRS**" means the Nevada Revised Statutes, as amended from time to time.

"**Option Term**" shall have the meaning set forth in Section 2.3.

"**Public Work**" shall have the meaning set forth in the third Recital.

"**Real Property**" shall have the meaning set forth in the first Recital.

"**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substances into the environment, including the abandonment, discarding, burying or disposal of barrels, tanks, containers and other receptacles containing any Hazardous Substances but does not mean any subsurface passive migration or leaching of any Hazardous Substances existing on the Real Property as of the Commencement Date.

"**Rent**" shall have the meaning set forth in Section 3.1.

"**School Year**" means the year round Acelero academic term that beings in August or September and ends in July or August of the following year.

"**Shared Recreation Areas**" shall have the meaning set forth in the fifth Recital.

"**Tenant**" shall have the meaning set forth in the first paragraph of this Lease.

"**Tenant Event of Default**" and "**Tenant Events of Default**" shall have the meanings set forth in Section 17.1.A.

"**Tenant's Property**" shall have the meaning set forth in Section 4.3.

"**Variety Premises**" shall have the meaning set forth in the fifth Recital.

"**VELC**" shall have the meaning set forth in the third Recital.

"**Shared Recreation Areas**" shall have the meaning set forth in the fifth Recital.

SECTION 2-DEMISE OF PREMISES AND TERM

2.1. DEMISE. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Acelero Premises, to have and to hold the Acelero Premises during the Lease Term and subject to the terms and conditions herein contained.

A. PARKING AREAS. It is understood and agreed that the Tenant shall have the right to use the common area parking lot on the Real Property at no additional charge. All unassigned parking areas, access roads, courtyards, and other areas, facilities, or improvements furnished by Landlord are for the general and non-exclusive use in common of all tenants of the Building Improvements, and those persons invited upon the Real Property and shall be subject to the exclusive control and management of Landlord. Landlord shall have the right, without obligation, to establish, modify, and enforce such rules and regulations, which the Landlord may, in its sole opinion, deem reasonable and/or necessary.

2.2. PRIMARY TERM. Unless earlier terminated in accordance with the terms in this Lease, the Primary Term shall be for a term of three (3) years, commencing on August 1, 2018, 2018, at 12:00 am local time ("**Commencement Date**"), and terminating on the third (3rd) anniversary of the Commencement Date July 31, 2021, at 11:59 pm local time ("**Expiration Date**").

2.3. OPTION TERMS. At all times during which this Lease is in force and effect, and if Tenant is not in default of this Lease, Tenant may request to extend this Lease for two (2) additional terms of one (1) year each (each, an "**Option Term**") by giving a written request addressed to the attention of the City's Real Estate Administrator at least ninety (90) days prior to the expiration of the Primary Term or any

Option Term, and upon receiving such request, Landlord shall provide written notification of approval or denial of the Option Term within thirty (30) days of receipt of the request. Landlord's approval of any Option Term shall not be unreasonably withheld, delayed, or conditioned.

Any reference to "**Lease Term**" in this Lease shall include the Primary Term and any Option Term.

2.4. HOLDING OVER. Should Tenant hold possession of the Acelero Premises after the expiration or earlier termination of the Lease Term, such holding over shall create a tenancy from month to month only, upon the same terms and conditions set forth herein.

2.5. OWNERSHIP.

A. The Parties agree that the Real Property and Building Improvements are owned by Landlord, and Tenant has no right, title, or interest in the Real Property and the Building Improvements other than the leasehold interest in the same created by this Lease.

SECTION 3-RENT; BASE ADDITIONAL RENT; ADDITIONAL RENT

3.1. RENT. Tenant shall pay to Landlord annual rent for the Acelero Premises in the amount of TWO THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS ($2,800.00) per month, payable on the Commencement Date and thereafter no later than the fifth (5th) day of the month thereafter during the Lease Term (the "**Rent**"). Tenant hereby covenants and agrees to pay Rent to Landlord as provided herein, without prior demand, deduction, or set-off whatsoever, in lawful money of the United States of America at such place or places as may from time to time be designated in writing by Landlord. For convenience, Tenant may pre-pay rent for any Lease Term or any portion thereof. Rent not paid within ten (10) days after the due date shall bear interest at the rate of one and one-half percent (1.5%) per month on any outstanding amount of Rent due until paid in full.

If the Commencement Date falls on a day of the month other than the first day of such month or if any payment of the Rent is for a period which is shorter than one month, the Rent for any fractional month shall accrue on a daily basis for the period from the date such payment is due to the end of such calendar month or to the end of any Term at a rate per day which is equal to 1/365 of the applicable annual Rent.

In addition to the Rent, Tenant shall pay to Landlord a refundable key fee of Twenty-Five Dollars ($25.00) per key. If Tenant requests a lock core change for any interior or exterior doors to the Acelero Premises, the fee paid by Tenant to Landlord shall be Thirty Dollars ($30.00) per lock core.

SECTION 4-DELIVERY/ACCEPTANCE; TERMINATION AND SURRENDER

4.1. DELIVERY/ACCEPTANCE OF THE PROPERTY. Upon the Commencement Date, Landlord shall deliver to Tenant, and Tenant shall accept from Landlord, possession of the Acelero Premises and fixtures. Tenant acknowledges and agrees that it is leasing the Property based solely upon Tenant's inspection and investigation of the Property and all documents related thereto, or its opportunity to do so, and except for Landlord's covenants, representations, and warranties otherwise expressly set forth in this Lease, Tenant is leasing the Property in an "AS IS, WHERE IS" condition, without relying upon any representations or warranties, express, implied or statutory, of any kind. Without limiting the above, Tenant acknowledges that, except as otherwise expressly set forth in this Lease, neither Landlord, nor any other party has made any representations or warranties, express or implied, on which Tenant is relying as to any matters, directly or indirectly, concerning the Acelero Premises including, but not limited to, the Building Improvements and infrastructure, if any, development rights, expenses associated with the

Acelero Premises, taxes, assessments, bonds, utilities, soil, subsoil, drainage, environmental or building laws, rules or regulations, or Hazardous Materials, or any other matters affecting or relating to the Property.

4.2. TERMINATION. In addition to other termination provisions contained in this Lease, either party may terminate this Lease with or without cause effective on the last day of the then-current School Year, by providing a minimum of ninety (90) days written notice to the other party. For the avoidance of doubt and by example, if the 2020 School Year ends of July 15, 2020, then either party may terminate this Lease by providing written notice no later than April 15, 2020.

4.3. SURRENDER OF PROPERTY. Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, within thirty (30) days after receipt of written notice, remove all personal property and trade fixtures which Tenant has installed or placed in or on the Acelero Premises (all of which are hereinafter collectively referred to as "**Tenant's Property**"), from the Acelero Premises and repair all damage thereto resulting from such removal and Tenant shall thereupon surrender the Acelero Premises. Tenant shall also provide to Landlord such customary deeds and other instruments reasonably requested by Landlord in connection with the surrender of the Acelero Premises. In the event Tenant shall fail to remove any of Tenant's Property, Landlord shall retain such Tenant's Property without any payment or offset therefore.

SECTION 5-UTILITIES AND MAINTENANCE

5.1. LANDLORD UTILITIES. Landlord shall provide the following utilities to the Acelero Premises and the common areas in the Building Improvements and Real Property:

A. electric, gas, water, sewer, and trash removal utilities for the Acelero Premises and the remaining portion of Real Property (e.g. parking area and landscaping);

Landlord's obligation to furnish utilities is subject to the rules and regulations of applicable utilities and of any governmental authority. Landlord does not warrant that the services provided for herein will be free from any irregularity or stoppage. Landlord shall use due diligence to correct the same, but no such condition or event will create any liability for Landlord, or constitute an eviction, actual or constructive, of Tenant, or cause any abatement of the Rent payable under this Lease or relieve Tenant from any of its obligations under this Lease. In the event any maintenance contemplated herein is required by reason of grossly negligent or willful misconduct of Tenant or its employees, agents, or invitees or of any other person using the CCSD Premises with Tenant's express or implied consent, and except for fire or casualty losses, Landlord may make such repair and invoice the Tenant for same, unless Landlord actually recovers the entire cost through insurance proceeds.

5.2. TENANT UTILITIES. Tenant shall procure and pay reoccurring costs for the following utilities for the Acelero Premises.

A. phone and internet service; and

B. security services for the Acelero Premises; and

C. landscaping and irrigation maintenance for the Shared Recreation Areas.

D. janitorial service in the Acelero Premises.

5.3. LANDLORD MAINTENANCE AND REPAIRS. Landlord shall repair or maintain the Building Improvements and Real Property, including the following:

A. Building Improvements electrical, mechanical, plumbing, heating, air conditioning and

ventilation ("**HVAC**") systems; and

B. Building Improvement shell maintenance (e.g. foundations, roof, exterior walls, common area doors, and common area windows); and

C. Building Improvements intrusion alarm maintenance; and

D. life-safety systems maintenance, inspections, and testing costs; and

E. parking lot and walkway maintenance; and

F. landscaping, hardscaping, and irrigation maintenance, exclusive of the Shared Recreation Areas; and

If Landlord fails to maintain or repair the Building Improvements and Real Property as required by this Lease and such failure continues for thirty (30) days after written notice thereof from Tenant to Landlord (provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Landlord shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than sixty (60) days after such written notice), then Tenant may, without declaring Landlord in default of this Lease and upon ten (10) days prior notice to Landlord, (except that no notice shall be required in the case of an emergency), perform such maintenance or repair on behalf of Landlord. In such case, Landlord shall reimburse Tenant for all costs incurred in performing such maintenance or repair, including twenty percent (20%) of such costs for Landlord's supervision, promptly upon demand.

5.4. TENANT MAINTENANCE AND REPAIRS. Tenant shall maintain the Acelero Premises, and every part thereof, in a clean, neat, and orderly condition, free of objectionable noise, odors, or nuisances and will in all respects and at all times fully comply with health, safety, and police regulations, including all laws, regulations, statutes, or codes concerning the use, storage, or maintenance of Hazardous Materials on the Acelero Premises. Tenant shall further not suffer or permit any person to commit any waste on the Acelero Premises. Tenant shall be solely responsible for the cost and expense of the following:

A. exterior and interior doors and windows to the Acelero Premises; and

B. The portion of common area walls that are interior to the Acelero Premises; partition walls, floors, and ceilings in the Acelero Premises; and

C. repairs to the plumbing fixtures (e.g. hot water heater, faucets, toilets, and drinking water fountains and systems, including filters) and electrical fixtures (light bulbs, light fixtures, light switches, receptacles, and emergency lighting bulbs and batteries) in the Acelero Premises; and

D. all kitchen appliances; and

E. grease trap service; and

F. HVAC system filters in the Acelero Premises; and

G. landscaping, hardscaping, irrigation, and recreation equipment maintenance in the Shared Recreation Areas and in front of the main entrance to the Building Improvements where wind-blown debris accumulates; and

H. pest control in the Acelero Premises.

If Tenant fails to maintain or repair the Acelero Premises as required by this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant (provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Tenant shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than sixty (60) days after such written notice), then Landlord may, without declaring Tenant in default of this Lease and upon ten (10) days prior notice to Tenant, (except that no notice shall be required in the case of an emergency), enter the Acelero Premises and perform such maintenance or repair on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs incurred in performing such maintenance or repair, including twenty percent (20%) of such costs for Landlord's supervision, promptly upon demand.

5.5. MISCELLANEOUS. VELC and Acelero shall enter into a Memorandum to allocate maintenance and repair costs related to the occupancy of the Building Improvements. Landlord anticipates a seventy five percent (75%) and twenty five percent (25%) split, to VELC and Acelero, respectively, based on the percentage of square foot occupancy. Notwithstanding the foregoing, VELC and Acelero shall individually be responsible for any repairs caused by the actions, negligent or otherwise, of its respective officers, employees, contractor, agents, invitees, program participants, or volunteers. Any disputes related to the allocation of maintenance and repair costs between VELC and Acelero shall be promptly reported to the City's Real Estate Administration. The City Manager, or designee, shall, within thirty (30) days after receipt of said dispute, issue a finding to resolve said dispute. The City Manager's or designee's determination shall be final and shall not be appealable to either the City Council or any court.

SECTION 6-USE OF ACELERO PREMISES

6.1. PURPOSE; COMPLY WITH LAW. Tenant may use and occupy the Acelero Premises solely for the purpose of conducting its business, which is expressly limited to Acelero Program Services. Tenant shall, at all times during the Lease Term, comply with all federal, state and local governmental rules, policies, permits, authorizations, regulations, ordinances, codes, statutes, and laws, now or hereafter in effect pertaining to the Acelero Premises or the use thereof (collectively, the "**Applicable Laws**"). In addition, Tenant shall comply with the education requirements as detailed in **Exhibit "B"**.

6.2. USE RESTRICTIONS. Tenant shall use the Acelero Premises only to conduct activities that are substantially related to Acelero Program Services constituting the basis for the Landlord entering into this Lease. Tenant shall not construct or permit any use of the Acelero Premises for any commercial purpose, excepting those commercial purposes operated by Tenant or its agents and that directly support Tenant's operations as detailed this Section. If Tenant's use of the Acelero Premises for anything other than the Acelero Program Services, Tenant shall have thirty (30) days to remove such use from the Acelero Premises upon notice from Landlord. If the use is not removed with thirty (30) days after notice from Landlord, this Lease shall terminate and Tenant will surrender the Acelero Premises to Landlord pursuant to the terms of this Lease. Landlord is using Redevelopment Agency education set-aside funding pursuant to NRS 279 to make the improvement to the Building Improvements and is subject to restrictions thereunder.

6.3. TENANT'S COVENANT TO OPERATE ACELERO PREMISES. Tenant covenants the Acelero Premises will be continually operated in a manner consistent with Tenant's education objectives. Additional permitted uses include administrative offices, classrooms, storage, and other such incidental uses related to the Tenant's education operations. Additional uses not contemplated herein are subject to

the review and approval by the City Manager, which shall not be unreasonably conditioned, delayed, or withheld.

6.4. SPECIAL EVENTS; BENEFITS; FUND RAISERS. Tenant may permit special events, benefits, and fund raisers on the Acelero Premises and may charge a rental fee for such events, during which the Acelero Premises may be used by persons other than Tenant. Tenant is responsible for obtaining all applicable permits, licenses, and insurance certificates that may be required for a special event, benefit, or fund raiser.

6.6. NAMING RIGHTS. Tenant shall retain the building name "City of Las Vegas Strong Start Academy" and may add "operated by Acelero Learning Clark County".

6.7. SIGNAGE. Tenant shall be permitted to display one or more signs indicating that an Acelero Head Start program is housed at the Acelero Premises. Any new signage installed by Tenant shall be professionally fabricated and installed in accordance with the City's Municipal Code, design guidelines, and brand standards at the sole cost of Tenant.

6.8. ENVIRONMENTAL CONDITIONS.

A. NO HAZARDOUS SUBSTANCES. Tenant shall not have any liability whatsoever under this Lease to Landlord for any Hazardous Substances generated, stored, manufactured, produced, released, spilled, present, located, discharged or disposed of on, under, beneath, or within the soil, subsurface, surface water, or ground water of the Acelero Premises prior to or as of the Commencement Date. After the Commencement Date, Tenant shall not use the Acelero Premises, or permit any entity or person to use the Acelero Premises, for the generation, storage, manufacture, production, releasing, discharge, or disposal or any Hazardous Substances; provided, however, Tenant shall be permitted to store, use and dispose of Hazardous Substances (a) to the extent packaged and contained in cleaning or office products for consumer use in quantities for ordinary day-to-day use, and (b) to the extent customarily used in the Tenant's operations. If Tenant knows, or has reasonable cause to believe, that Hazardous Substances have come to be located in, on, under or about the Acelero Premises during the Lease Term, Tenant shall promptly give Landlord written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, license, claim, action, or proceeding given to, or received from, any Governmental Authority or private party concerning the presence, spill, release, discharge of, or exposure to, Hazardous Substances including but not limited to all such documents as may be involved in any reportable use involving the Acelero Premises during the Lease Term. If any Hazardous Substances, are present in or about the Acelero Premises during the Lease Term, Landlord shall have the right upon twenty-four (24) hour advance written notice to Tenant to engage a consultant to inspect the Acelero Premises and to review Tenant's use of Hazardous Substances and all of Tenant's practices with respect to its use of such Hazardous Substances. Tenant shall cooperate in all respects with such inspections and reviews. All reasonable costs of such consultants shall be reimbursed to Landlord within fifteen (15) days of written demand therefor by Landlord. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Section, unless specifically so provided in such agreement.

B. ENVIRONMENTAL INDEMNITY. Tenant shall have no indemnification obligation in connection with any Hazardous Substances generated, stored, manufactured, produced, released, spilled, present, located, discharged or disposed of on, under, beneath, or within the soil, subsurface, surface water, or ground water of the Acelero Premises prior to or as of the Commencement Date. Tenant shall indemnify, protect, defend and hold Landlord, its agents, employees, lenders and ground lessor, if any, and the Acelero Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or

otherwise involving: (i) Tenant's failure to use or occupy the Acelero Premises in a manner consistent with Applicable Environmental Guidance; or (ii) any Hazardous Substances brought onto the Acelero Premises by or for Tenant or by anyone under Tenant's control after the Commencement Date and during the Lease Term ("**Covered Hazardous Substances**"). Tenant's indemnification obligations under this Section shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant during the Lease Term, and the cost of investigation (including reasonable consultants' and attorneys' fees and testing), removal, remediation and/or abatement of any Covered Hazardous Substances. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Section , unless specifically so provided in such agreement. Tenant's indemnity obligations provided in this Section shall include, without in any way limiting the foregoing:

a. All reasonable costs, expenses and attorneys' fees incurred or sustained by any party in making any investigation on account of any claim, demand, loss, liability, cost, charge, suit, order, judgment or adjudication, in prosecuting or defending any action brought in connection therewith, in obtaining or seeking to obtain a release therefrom and in enforcing any of the agreements herein contained;

b. Liability for required costs and expenses of abatement, correction or clean-up, fines, damages, response costs or penalties pursuant to the provisions of any Applicable Laws or Environmental Laws; and

c. Liability for personal injury or Acelero Premises damage arising under any statutory or common-law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance, or for the carrying on of an abnormally dangerous activity, and response costs.

Tenant's indemnity in this Section shall survive termination of this Lease.

C. INSPECTION. Landlord or its agents, employees or contractors may enter the Acelero Premises during normal business hours after twenty-four (24) hours prior written notice to Tenant (except, in the case of emergency no such notice will be required), to examine the Acelero Premises to determine compliance with the terms of this Lease. At all times, Landlord, its invitees and agents, will comply with Tenant's security procedures, which shall include presentation of identification as a condition of entry and signing in and out.

SECTION 7-ADDITIONAL COVENANTS OF LANDLORD AND TENANT

7.1. NO NEW ENCUMBRANCES.

A. Landlord shall not, without Tenant's prior approval, which approval shall not be unreasonably withheld, cause or permit the Acelero Premises to become subject to any liens or encumbrances in addition to those recorded against the Acelero Premises as of the Commencement Date.

B. Tenant shall not, without Landlord's prior approval, which approval shall not be unreasonably withheld, cause or permit the Acelero Premises to become subject to any liens or encumbrances in addition to those recorded against the Acelero Premises as of the Commencement Date, except as otherwise provided or permitted herein.

7.2. COMPLIANCE WITH BUDGET LAWS. All of the Landlord's financial obligations under this Lease are subject to the governing body of Landlord lawfully making an appropriation to pay the amount needed to fulfill such obligations and are binding upon Landlord only to the extent such an appropriation is made. Nothing contained in this Lease obligates Landlord to make any such appropriation; provided,

however, if Landlord fails to fulfill any of its obligations hereunder for such reason, Tenant may terminate this Lease on thirty (30) days' notice.

SECTION 8-ALTERATIONS

8.1. Except for Minor Alterations, Tenant shall not make any alterations, additions, or improvements to the Acelero Premises (collectively "**Alterations**") including, without limitation, any Alterations to the exterior of the Acelero Premises (including signage) without Landlord's prior written consent, which shall not be unreasonably withheld or conditioned. Tenant shall deliver to Landlord, for Landlord's approval (which approval shall not be unreasonably withheld, delayed, or conditioned) prior to bidding (to the extent bidding is required for such Alterations) any construction of the Alterations (except for Minor Alterations), a complete set of plans and specifications for the proposed Alterations (except for Minor Alterations), copies of contracts with general contractors, evidence of contractor's insurance and bonds, and all then necessary permits for such construction, to the extent each is completed and available at such time. Except for Minor Alterations, Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. Tenant shall promptly remove any Alterations constructed in violation of this Section promptly following Landlord's written demand therefore. All Alterations will be accomplished in a good and workmanlike manner, in conformity with all Applicable Laws, and by a contractor approved by Landlord which approval shall not be unreasonably withheld, provided that Landlord's approval of the contractor shall not be required for Minor Alterations. Landlord's approval of the plans, specifications and working drawings for any Alterations shall create no responsibility or liability on the part of Landlord for their completeness, design, sufficiency, or compliance with all Applicable Laws. Except for Minor Alterations, upon completion of any such work, Tenant shall provide Landlord with "as built" plans, CADD drawings, copies of all construction contracts, and proof of payment for all labor and materials. All Alterations, including Minor Alterations, shall be made in compliance with and in accordance with NRS Chapter 338, to the extent applicable.

SECTION 9-TAXES

9.1. TAXES RELATED TO TENANT ACTIVITIES. Tenant shall pay when due any and all taxes, assessments or fees for which Tenant is liable and which arise directly or indirectly from Tenant's activities on the Acelero Premises. Within ten (10) business days of written demand from Landlord, Tenant shall furnish Landlord evidence satisfactory to Landlord of the timely payment of any such tax, assessment or fee.

9.2. LANDLORD RECEIVES STATEMENT OR BILL. Whenever Landlord shall receive any statement or bill for any tax, payable in whole or in part by Tenant, or shall otherwise be required to make any payment on account thereof, Tenant shall pay the amount due hereunder within thirty (30) calendar days after written demand therefor accompanied by delivery to Tenant of a copy of such tax statement.

SECTION 10-LIENS

10.1. Tenant shall pay when due all claims for labor and material furnished to the Acelero Premises other than any claims caused by or for the benefit of Landlord or any of its affiliates. Tenant shall give Landlord at least thirty (30) days prior written notice of the commencement of any work on the Acelero Premises by Tenant or on its behalf. Landlord may elect to record and post notices of non-responsibility on the Acelero Premises. Tenant will not permit to be created or to remain undischarged any lien, encumbrance or other charge arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Tenant which might be or become a lien or

encumbrance or other charge (collectively a "**Charge**") against or upon the Acelero Premises or any part thereof. If any Charge by a person engaged by Tenant or Tenant's contractor to work on the Acelero Premises shall be filed against or upon the Acelero Premises or any part thereof, Tenant shall within thirty (30) days after demand from Landlord cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause any Charge to be discharged within the period aforesaid, then, in addition to any other right or remedy it may have, Landlord may, but shall not be obligated to, discharge the same by payment, deposit or by bonding proceedings. Any amount so paid by Landlord and all interest, costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection therewith shall constitute additional rent payable by Tenant under the Lease and shall be paid by Tenant to Landlord promptly upon demand. No work which Landlord permits Tenant to do shall be deemed to be for the immediate use and benefit of Landlord and no Charge shall be allowed against the estate, right, title or interests of Landlord by reason of any consent given by Landlord to Tenant to do work in or about the Acelero Premises or provide materials therefore.

Notwithstanding the foregoing, Tenant may in good faith, by appropriate proceedings and upon notice to Landlord, contest the validity, applicability or amount of any Charge so long as (i) such contest is diligently pursued, and (ii) Landlord reasonably determines that such contest suspends the obligation to pay the Charge and that nonpayment of such Charge will not result in the sale, loss, forfeiture or diminution of the Acelero Premises or any part thereof or any interest of Landlord therein; provided, however, that Tenant shall promptly cause to be paid any amount adjudged by a court of competent jurisdiction to be due, with all interest, costs and penalties thereon, promptly after such judgment becomes final; and provided, further, that in any event each such contest shall be concluded, the Charge shall be paid prior to the date any writ or order is issued under which the Acelero Premises may be sold, lost or forfeited.

SECTION 11-INSURANCE

11.1. MAINTAIN INSURANCE POLICIES. Tenant shall, at Tenant's expense, maintain in force and effect on the Real Property and Building Improvements at all times the following insurance:

A. Commercial general liability insurance against claims for bodily injury, property damage, and broad form contractual liability coverage on, in or about the Real Property in amounts not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate. The commercial general liability insurance shall be endorsed to include Corporal Punishment (CG 22 67 10 93) coverage and shall not be endorsed to exclude Abuse and Molestation (CG 21 46 07 98) coverage. Landlord shall be named as an additional insured party by endorsement under the commercial general liability policy (CG 20 11 04 13).

B. Educator's Legal Liability. Liability insurance covering the Tenant and its officers, employees, agents, invitees, and volunteers from liability claims arising from wrongful acts, errors or omissions with regard to the conduct of their duties related to operation and management of the Acelero Program Services with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

C. When required by Applicable Laws, Worker's Compensation and Employer's Liability Insurance covering all persons subject to the workers' compensation laws of the state of Nevada.

11.2. PROPERTY INSURANCE.

A. Landlord shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Building Improvements (but excluding items listed in subsection b. below), providing protection against all perils included in a Causes of Loss - Special Form policy (or its successor form), in the amount of their full replacement cost (i.e., the cost to replace without deduction for depreciation).

B. Tenant, at its sole discretion, may obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to Tenant's own property, inventory, trade fixtures, and furniture, and personal property of others, providing protection against all perils included in a Causes of Loss - Special Form policy (or its successor form) in the amount of their full replacement cost (i.e., the cost to replace without deduction for depreciation). Landlord is not responsible for Tenant's property, inventory, trade fixtures and furniture, and personal property of others within the Tenant's care, custody, or control.

11.3. INSURANCE MISCELLANEOUS

A. MUTUAL WAIVER AND RELEASE. Notwithstanding any other provision of this Lease to the contrary, neither party to this Lease or its officers, employees, agents, invitees, and volunteers shall be liable to the other for loss or damage caused by any risk covered by insurance required to be carried under this Lease, and each party to this Lease hereby waives any rights of recovery against the other and its Board of Trustees, directors, officers, employees, agents, invitees, and volunteers for injury or loss on account of such covered risks.

B. MUTUAL WAIVER OF SUBROGATION. All policies of property insurance required to be carried by either party under this Section shall include a clause or endorsement whereby such party's insurer waives all right of subrogation, and all rights based upon an assignment from its insured, against the other party, its officers, employees, agents, invitees, and volunteers, and in the case of Tenant, its subtenants and their officers, directors, partners, members, managers, employees, agents, invitees, and volunteers in connection with any loss or damage thereby insured against; provided that the foregoing reference shall not be deemed a consent by Landlord to any sublease of the Acelero Premises. If any policy of insurance requires the agreement of a party's insurer as a condition to the effectiveness of this mutual waiver of subrogation, such party agrees to make a commercially reasonable effort to obtain such agreement.

C. NO PROHIBITED ITEMS OR USE. Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Acelero Premises any article or permit any activity which may be prohibited by any standard form of insurance policy or conduct or permit the conduct of any use which violates the terms and conditions of any insurance policy required to be maintained pursuant to this Lease.

SECTION 12-DESTRUCTION OF ACELERO PREMISES; CONDEMNATION

12.1. SUBSTANTIAL DESTRUCTION. If the Building Improvements should be totally destroyed by fire or other casualty, or if the Building Improvements should be damaged so that rebuilding cannot reasonably be completed within one-hundred and eighty (180) calendar days after the date of written notification by Tenant to Landlord of the destruction, this Lease shall terminate and the rent shall be abated for the unexpired portion of the Lease, effective as of the date of the written notification.

12.2. PARTIAL DESTRUCTION. If the Building Improvements should be partially damaged by fire or other casualty, and rebuilding or repairs can reasonably be completed within ninety (90) working days from the date of written notification by Landlord to Tenant of the destruction, this Lease shall not terminate, and Landlord shall at its sole risk and expense proceed with reasonable diligence to rebuild or repair the Building Improvements to substantially the same condition in which they existed prior to the damage. The Rent payable under this Lease during the period for which the Acelero Premises are untenantable shall be adjusted to such an extent as may be fair and reasonable under the circumstances. In the event that Landlord fails to complete the necessary repairs or rebuilding within ninety (90) working days from the date of written notification by Tenant to Landlord of the destruction, Tenant may at its

option terminate this Lease by delivering written notice of termination to Landlord, whereupon all rights and obligations under this Lease shall cease to exist.

12.3 CONDEMNATION. Should the whole or any part of the Building Improvements be condemned or taken by a competent condemning authority for any public or quasi-public purpose, Tenant and Landlord shall each be entitled to seek recovery of condemnation proceeds for their respective interests in the applicable portion of the Building Improvements, and any fixtures, equipment, or personal property that is taken by the condemning authority. For purposes of this Section, a deed granted in lieu of condemnation shall be deemed a taking. If the whole of the Building Improvements is condemned or taken, then this Lease shall terminate upon the taking of physical occupancy by the condemning authority. If a part of the Building Improvements is taken which materially interferes with Tenant's use of the Acelero Premises, Tenant shall have the option to terminate this Lease with respect to Acelero Premises by notifying Landlord of such election in writing within sixty (60) days after such taking. In no event shall a taking terminate this Lease without such notification. If such partial taking does not result in termination of this Lease in its entirety, this Lease shall continue in full force and effect.

SECTION 13-INDEMNIFICATION

13.1. TENANT INDEMNITY OBLIGATION. Tenant shall indemnify and hold harmless Landlord and its elected officials, officers, directors, employees, and agents of Landlord (collectively, the "**Landlord Indemnified Parties**") from and against all claims, losses, damages, expenses (including reasonable attorneys' fees), penalties, and charges (collectively the "**Losses**") arising from or in connection with any of the following during the Lease Term (i) any negligent act or omission of Tenant or any of its officials, officers, employees, agents, invitees, or volunteers or (ii) any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease.. Tenant shall further indemnify and hold harmless the Landlord Parties from and against any and all Losses arising from any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, its Board of Trustees, executive director, employees, agents, invitees, and volunteers during the Lease Term, and from and against all Losses incurred in the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against the Landlord Indemnified Parties by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by legal counsel reasonably satisfactory to Landlord. Tenant, as a material part of its consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in or upon the Alta Premises arising from any cause during the Lease Term and Tenant hereby waives all claims in respect thereof against any Landlord Party. Tenant's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease. Tenant's obligations under this Section shall survive any termination of this Lease.

13.2. LANDLORD INDEMNITY OBLIGATIONS. The Tenant, its Board of Directors, officers, employees, agents, invitees, and volunteers (collectively, the "**Tenant Indemnified Parties**") shall not be liable for, and Landlord shall indemnify and hold the Tenant Indemnified Parties harmless from and against, any Losses arising from or in connection with (i) any negligent act or omission of Landlord or any of its elected officials, officers, employees, agents, invitees, or volunteers or (ii) any default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease. The Parties hereto understand and agree that neither this Section nor any other provision of this Lease shall constitute a waiver by Landlord of any protection it has against liabilities or damages or any limitations thereon under Chapter 41 of NRS or other protections or limitations that arise by virtue of Landlord's status as a political subdivision of the State of Nevada, and that Landlord's indemnifications hereunder are limited by and subject to Chapter 41 of NRS. If any action or proceeding be brought against any of the

Tenant Parties by reason of any such claim, Landlord, upon notice from Tenant, shall defend the same at Landlord's expense by legal counsel reasonably satisfactory to Tenant. Tenant shall have the right to select independent counsel to defend Tenant pursuant to this Section provided that such independent counsel is approved by Landlord (which approval shall not be unreasonably withheld) and that Tenant pays all costs and fees of such independent counsel. Landlord's obligations under this Section shall survive any termination of this Lease.

SECTION 14-ASSIGNMENT AND SUBLETTING

14.1. WITH RESPECT TO TENANT. Tenant shall not assign or transfer this Lease nor the leasehold estate hereby created or any interest herein, or license the use of all or any portion of the Acelero Premises, whether by assignment, mortgage, license, transfer, operation of law, without the prior express written consent of the Landlord, which consent may be granted or withheld at Landlord's sole discretion. Upon any valid assignment of this Lease, Tenant shall be relieved of all obligations accruing from the effective date of the assignment. No sublease shall affect Tenant's obligation to perform its agreements hereunder.

A. PERMITTED SUBLEASES. Tenant may not sublease any portion of the Acelero Premises to a third-party for any purposes without Landlord's prior written consent, which consent may be granted or withheld at Landlord's sole discretion. Upon approval of any sublease, Tenant shall submit a copy of the final draft of the sublease to Landlord's written consent prior to execution by Tenant and sublessee.

B. EXCEPTIONS. Notwithstanding anything to the contrary herein, Tenant may, without Landlord's consent, assign this Lease or sublease the Acelero Premises, or any portion thereof, to any entity into which or with which Tenant merges or consolidates, and to any parent, subsidiary, affiliate, or any entity with which Tenant or any affiliate of Tenant has an operating contract, or to Acelero Charitable Foundation, a not-for-profit entity, with no release from liability hereunder of the obligations of Tenant originally named in this Lease, and Tenant shall deliver to Landlord a copy of a document satisfactory to Landlord in its reasonable discretion by which such assignee or sublessee agrees to assume and perform the appropriate terms, conditions and covenants of Tenant under this Lease. Any such sublease shall be under and subject to all the terms and conditions of this Lease, which subordination must be confirmed in writing by subtenant and delivered to Landlord prior to the effective date of such sublease.

14.2. WITH RESPECT TO LANDLORD. During the term of this Lease, Landlord shall not sell, mortgage, pledge, hypothecate, encumber, or otherwise transfer, assign or dispose of all or any part of the Acelero Premises, this Lease or any interest in the Acelero Premises or this Lease, without the written approval of Tenant, which consent may be granted or withheld at Tenant's sole discretion.

SECTION 15-PROHIBITION OF LEASEHOLD ENCUMBRANCES

15.1. Tenant shall not in any way pledge or encumber any or part of its interest in this Lease without the prior written consent of Landlord which consent may be granted or withheld at Landlord's sole discretion.

SECTION 16-ESTOPPEL CERTIFICATE

16.1. Tenant shall, without charge, within ten (10) business days of any demand therefore by Landlord, execute and deliver to Landlord and/or Landlord's designee a recordable certificate stating that this Lease is in full force and effect, such defenses or offsets as are claimed by Tenant, if any, the date to which all rentals have been paid, and such other information as reasonably and customarily contained in a commercial estoppel certificate concerning this Lease, the Acelero Premises and Tenant as Landlord or said designee may request. In the event that Tenant fails to execute and/or deliver any such certificate or offset statement to Landlord within said ten (10) business days, Tenant hereby appoints Landlord and its permitted successors and assigns, as attorney-in-fact of Tenant irrevocably to execute and deliver any and all such documents for and on behalf of Tenant. Similarly, Landlord shall, without charge, within ten (10) business days of any demand therefor by Tenant, execute and deliver to Tenant and/or Tenant's designee a recordable certificate stating that this Lease is in full force and effect, such defenses or offsets as are claimed by Landlord, if any, the date to which all rentals have been paid, and such other information as reasonably and customarily contained in a commercial estoppel certificate concerning the Lease, the Acelero Premises and Landlord as Tenant and/or said designee may request. In the event that Landlord fails to execute and/or deliver any such certificate or offset statement to Tenant within said ten (10) business days, Landlord hereby appoints Tenant, its successors and assigns, as attorney-in-fact of Landlord irrevocably to execute and deliver any and all such documents for and on behalf of Landlord.

SECTION 17-DEFAULT

17.1. TENANT'S DEFAULT.

A. Each of the following events shall be deemed to be events of default by Tenant under this Lease (each, a "**Tenant Event of Default**" and collectively, "**Tenant Events of Default**"):

a. Tenant fails to pay when or before due any sum of money required to be paid by Tenant under this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord;

b. Except as provided in paragraph c next below, Tenant fails to perform or comply with any other term, covenant or condition of this Lease on the part of Tenant to be kept and performed and such default continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Tenant shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than ninety (90) days after such written notice. Said time period may be extended at Landlord's sole discretion;

c. Tenant violates the covenant and restrictions set forth in Section 6 hereof and such violation continues for more than thirty (30) days after written notice from Landlord;

d. Tenant makes a representation or warranty in this Lease, or in any certificate, demand, or request made under this Lease, that proves to be incorrect, at any time during the Lease Term, in any material respect and, to the extent the same is susceptible to being cured, such representation or warranty remains incorrect for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided that if such incorrect representation or warranty complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within such 30-day period, then such incorrect representation or warranty shall be deemed to be rectified or cured if

Tenant shall, within such 30-day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence;

e. There is filed any petition in bankruptcy by or against Tenant, which petition is not dismissed within ninety (90) days of its filing, or there is appointed a receiver or trustee to take possession of Tenant or of all or substantially all of the assets of Tenant, or there is a general assignment by Tenant for the benefit of creditors, or any action is taken by or against Tenant under any state or federal insolvency or bankruptcy act, or any similar law now or hereafter in effect, including, without limitation, the filing of execution or attachment against Tenant and such levy continues in effect for a period of sixty (60) calendar days; and

f. If Tenant abandons or vacates the Acelero Premises for thirty (30) consecutive days or fails to operate the Acelero Premises for ninety (90) consecutive days and such condition is not caused by the Acelero Premises being damaged or condemned. Scheduled school vacations, weather related closings and summer closure shall not count towards the consecutive days described in this subsection (f).

B. LANDLORD REMEDIES FOR TENANT DEFAULT. Upon the occurrence of any Tenant Event of Default, Landlord shall, in addition to any other rights or remedies provided for herein or at law or in equity, have the option to pursue any one or more of the following remedies without notice or demand whatsoever:

a. Terminate Tenant's right to possession of the Acelero Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Acelero Premises to Landlord, or, if permitted by Applicable Laws, Landlord shall have the right to effect a lock out of Tenant from the Acelero Premises, in which event Tenant hereby releases Landlord from any and all damages including, but not limited to, damages related to interruption of Tenant's business.

b. Pursuant to its rights of re-entry, Landlord may, but shall not be obligated to (i) remove all persons from the Acelero Premises, and (ii) enforce any rights Landlord may have against said Acelero Premises or store any personal property remaining in the Acelero Premises in any warehouse or elsewhere at the cost and for the account of Tenant. Tenant agrees to hold Landlord free and harmless of any liability whatsoever for the removal and/or storage of any such Acelero Premises, whether of Tenant or any third party whomsoever;

c. Landlord may, without being obligated and without waiving the Tenant Event of Default, cure the Tenant Event of Default, whereupon Tenant shall pay to Landlord, upon demand, all costs, expenses, and disbursements incurred by Landlord to cure the Tenant Event of Default. Landlord shall be permitted to offset said costs, expenses, and disbursements incurred by Landlord against any amounts due or becoming due by Landlord to Tenant under this Lease;

d. In addition to any other remedies it may have, in the event of a violation of Section 5 by Tenant which remains uncured after thirty (30) days of Landlord's written notice to Tenant thereof, Tenant shall be liable to Landlord for any damages Landlord incurs as a result of such violation which amounts shall be payable by Tenant to Landlord within thirty (30) days from Landlord's written demand therefor; and

e. In addition, Landlord shall have all other remedies available to Landlord.

C. TERMINATION REQUIRES SPECIFIC NOTICE. Anything contained herein to the contrary notwithstanding, Landlord shall not be deemed to have terminated this Lease or the liability of

Tenant to pay any Rent or other sum of money accruing hereunder, by any re-entry pursuant to this Sections or by any action in unlawful detainer or otherwise to obtain possession of the Acelero Premises, unless Landlord shall specifically notify Tenant in writing that it has so elected to terminate this Lease.

D. REMEDIES CUMULATIVE. The various rights, options, elections and remedies of Landlord contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law or in equity.

E. NO WAIVER. The waiver by Landlord of any breach of this Lease by Tenant shall not be a waiver of any preceding or subsequent breach of this Lease by Tenant. The subsequent acceptance of Rent or any other payment hereunder by Landlord shall not be construed to be a waiver of any preceding breach of this Lease by Tenant. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein provided shall be deemed to be other than on account of the earliest Rent due and payable hereunder.

F. LEGAL PROCEEDINGS. If any action for a Tenant Event of Default or to enforce the provisions of this Lease is commenced, the court in such action may award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. Such attorneys' fees and costs shall be paid by the losing party in such action.

SECTION 18-LANDLORD'S DEFAULT

18.1. LANDLORD'S DEFAULT.

A. Each of the following events shall be deemed to be events of default by Landlord under this Lease (each, a "**Landlord Event of Default**", and collectively, "Landlord Events of Default"):

a. Landlord fails to pay when or before due any sum of money required to be paid by Landlord under this Lease and such failure continues for thirty (30) days after written notice thereof from Tenant;

b. Landlord shall fail to perform or comply with any other term, covenant or condition of this Lease on the part of Landlord to be kept and performed and such failure continues for thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Landlord shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than ninety (90) days after such written notice. The cure period may be extended at Tenant's sole discretion;

c. Landlord makes a representation or warranty in this Lease, or in any certificate, demand, or request made under this Lease, that proves to be incorrect, at any time during the Lease Term, in any material respect and, to the extent the same is susceptible to being cured, such representation or warranty remains incorrect for a period of thirty (30) days after written notice thereof by Tenant to Landlord; provided that if such incorrect representation or warranty complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within such 30-day period, then such incorrect representation or warranty shall be deemed to be rectified or cured if Landlord shall, within such 30-day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than ninety (90) days after such written notice. The cure period may be extended at Tenant's sole discretion; and

B. TENANT'S REMEDIES FOR LANDLORD DEFAULT. Upon the occurrence of any

Landlord Event of Default, Tenant shall, in addition to any other rights or remedies provided for herein or at law or in equity, have the option to pursue any one or more of the following remedies without notice or demand whatsoever:

a. Tenant may, at its election, terminate this Lease by providing notice thereof to Landlord; and

b. Tenant may, without being obligated and without waiving the default, cure the default, whereupon Landlord shall pay to Tenant, upon demand, all costs, expenses, and disbursements incurred by Tenant to cure the default. Tenant shall be permitted to offset said costs, expenses, and disbursements incurred by Tenant against any amounts due or becoming due by Tenant to Landlord under this Lease.

SECTION 19-QUIET ENJOYMENT

19.1 Tenant, upon paying the rentals and other payments herein required and upon performance of all of the terms, covenants and conditions of this Lease on its part to be kept, may quietly have, hold and enjoy the Acelero Premises during the Lease Term without any disturbance from Landlord or from any other person claiming through Landlord, except as expressly provided otherwise in this Lease.

SECTION 20-REPRESENTATIONS AND WARRANTIES

20.1 LANDLORD'S REPRESENTATIONS AND WARRANTIES. In addition to any other representations and warranties made by Landlord herein, Landlord hereby represents and warrants to Tenant, which representations and warranties are continuing in nature and shall survive throughout the Lease Term, as follows:

A. There are no pending or, to the best of Landlord's knowledge, threatened actions, suits, condemnation or other proceedings before or by any judicial body or any Governmental Authority against or affecting the Acelero Premises;

B. Landlord has the full authority and power to execute this Lease. This Lease has been duly executed and delivered by Landlord and constitutes the valid and legally binding obligation of Landlord, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

C. Landlord possesses good and marketable fee simple title to the Acelero Premises;

D. Neither the execution or delivery of this Lease, nor the consummation of the transaction contemplated hereby, will: (i) violate any Applicable Laws, injunction, judgment, order, decree, ruling, charge or other restriction of any authority to which Landlord or the Acelero Premises is subject; (ii) violate any provision of Landlord's charter documents, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which Landlord is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

E. Landlord has not received any written notice nor does it have any knowledge of or intent to levy any special assessment, impose any utility connection moratorium or rezone the Acelero Premises.

F. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority or third person on the part of Landlord is required

in connection with Landlord's execution and delivery of this Lease and the performance of its obligations hereunder.

G. There are no unrecorded contracts, leases, easements, or other agreements, or claim of any third party, affecting the use, title, occupancy or development of the Acelero Premises, and no person, firm or entity has any right of first refusal, option or other right to acquire all or any part of the Acelero Premises.

20.2. TENANT'S REPRESENTATIONS AND WARRANTIES. In addition to any other representations and warranties made by Tenant herein, Tenant hereby represents and warrants to Landlord, which representations and warranties are continuing in nature and shall survive throughout the Lease Term, as follows:

A. Tenant is an approved Head Start provider and a for-profit corporation validly existing under the laws of the State of Nevada.

B. Tenant has the full authority and power to execute this Lease. This Lease has been duly executed and delivered by Tenant and constitutes the valid and legally binding obligation of Tenant, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

C. Neither the execution or delivery of this Lease, nor the consummation of the transaction contemplated hereby, will: (i) violate any Applicable Laws, injunction, judgment, order, decree, ruling, charge or other restriction of any authority to which Tenant is subject; (ii) violate any provision of Tenant's articles of incorporation or bylaws, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which Tenant is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

SECTION 21-MISCELLANEOUS

21.1. NON-DISCRIMINATION. Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, sexual orientation, gender identity, creed, national origin, or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Acelero Premises or any portion thereof.

21.2. FORCE MAJEURE. Neither party shall be in breach of this Lease if it fails to perform as required hereunder due to labor disputes, civil commotion, war, warlike operation, terrorist acts, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, that nothing contained herein shall excuse Tenant from the prompt payment of any Rent or charge required of Tenant hereunder.

21.3. NOTICES. All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, or (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone numbers are listed for information only.

If to Landlord:	ATTN: City Manager City of Las Vegas 495 S. Main St. Las Vegas, NV 89101 (702) 229-6501
with copy to:	ATTN: Director, Youth Development and Social Innovation City of Las Vegas 495 South Main Street Las Vegas, NV 89101
with copy to:	ATTN: Real Estate Administrator 333 North Rancho Drive Las Vegas, NV 89101
with copy to:	ATTN: City Attorney City of Las Vegas 495 South Main Street Las Vegas, NV 89101
If to Tenant:	ATTN: Program Director Acelero Learning Clark County 4366 W. Cheyenne Avenue North Las Vegas, NV 89032
with copy to:	ATTN: Melissa Polaner, General Counsel Acelero, Inc. 63 West 125th Street New York, New York 10027

21.4. BINDING ON PERMITTED SUCCESSORS AND ASSIGNS. The terms, provisions, covenants and conditions contained in this Lease shall apply to, bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and permitted successors and assigns.

21.5. PARTIAL INVALIDITY. If any term, covenant or condition of this Lease, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Lease, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

21.6. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. No supplement, modification, waiver or termination of this Lease shall be binding unless executed in writing by the party to be bound. No waiver of any of the provisions of this Lease shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

21.7. NO PARTNERSHIP OR JOINT VENTURE. Nothing contained herein shall be deemed to create any partnership, joint venture, agency or other relationship between Landlord and Tenant other than the relationship of landlord and tenant.

21.8. CAPTIONS. The captions are descriptive only and for convenience in reference to this Lease and in no way whatsoever define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

21.9. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Lease, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, Clark County, Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Lease or any alleged breach thereof. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Acelero Premises, and/or any claim of injury or damage.

21.10. RECORDATION This Lease shall not be recorded.

21.11 AUTHORIZATION. All necessary actions shall have been taken under the parties' organizational documents to authorize the individuals signing this Lease on their respective behalves to do so.

21.12 NO BROKERS. Landlord and Tenant each represent and warrant to the other that they have not entered into any written contractual arrangement with, or promised to pay any broker's fee, finder's fee, commission or other similar compensation to, or otherwise agreed to compensate, any real estate agent or broker in connection with this Lease. Landlord and Tenant each agree to indemnify, defend, save and hold the other harmless from and against all Losses incurred by reason of the breach of the foregoing representation and warranty arising from any claim for compensation founded upon or as a result of acts asserted to have been performed on their respective behalf. Such indemnification obligations shall survive any termination of the Lease.

21.13. COUNTERPARTS; ELECTRONIC DELIVERY. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Lease shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. 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.

21.14. INTERPRETATION. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s). Whenever in this Lease any words of obligations or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated. This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of its language.

21.15. THIRD PARTIES. Nothing in this Lease, expressed or implied, is intended to confer upon any person, including, without limitation, any entity, other than the parties hereto any rights or remedies under or by reason of this Lease.

21.16. EXPENSES. Except as otherwise provided in this Lease, each party shall bear its own expenses incurred by it in connection with the negotiation, execution and delivery of this Lease, including, without limitation, the fees and expenses of each party's legal counsel.

21.17. FURTHER ASSURANCES. Each party shall, from time to time after the execution of this Lease, execute and deliver such instruments, documents and assurances and take such further acts as the other party may reasonably request to carry out the purpose and intent of this Lease without undue delay.

21.18. JURISDICTION. Each of Landlord and Tenant agree to submit to personal jurisdiction in Clark County, Nevada in any action or proceeding arising out of this Lease and, in furtherance of such agreement, each party hereby agrees and consents that, without limiting other methods of obtaining jurisdiction, personal jurisdiction over each party in any such action or proceeding may be obtained within or without the jurisdiction of any court located in Nevada and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon each party by registered or certified mail to or by personal service at the last known address of each party, whether such address be within or without the jurisdiction of any such court.

21.19 The Parties acknowledge that the other party is a governmental entity and the Agreement validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of either party's obligations under this Agreement, then the party shall have the right to terminate this Agreement at any time after written notice to the other party of the unavailability and non-appropriation of public funds. It is expressly agreed that neither party shall exercise this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.

21.20. IN-KIND EVALUATION. Landlord acknowledges that it has agreed to the Rent payable hereunder because Tenant is a Head Start provider. In the event it is determined that the Rent payable hereunder is below fair market value, in recognition of the services Tenant provides to the community, Tenant may, in its own discretion, claim the difference between the fair market rent and the Rent as an "in-kind" contribution to the Head Start program.

21.21. NOTICE OF FEDERAL INTEREST. Landlord acknowledges that, should Tenant use federal funds to renovate or make any approved improvements to the Alta Premises, Tenant may be required to record a Notice of Federal Interest in the Alta Premises as required by 45 CFR 1303. Prior to the use of any federal funds by Tenant, Tenant shall submit to Landlord the federal requirements that are applicable to Landlord and the Landlord's property interest in the Acelero Premises. Landlord shall promptly review Tenant's use of federal funds and Landlord, in its sole discretion, may reject Tenant's use of the federal funds.

21.22 EARLY TERMINATION. In the event that Acelero is replaced as contractor for operation of the local Head Start program by another contractor or loses all or part of its funding to operate this Head Start center, Acelero may terminate this Lease prior to the end of its stated term upon thirty (30) days written notice to Landlord and be released from any further obligations hereunder.

21.23. DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by City Council effective October 1, 1999, Tenant warrants that it has disclosed, on **Exhibit "C"** attached hereto, all members of the Board of Directors of Tenant. Throughout the Lease Term, Tenant shall notify Landlord in writing of any material change in the above disclosure within fifteen (15) days of any such change.

[LEFT BLANK INTENTIONALLY AND SIGNATURES APPEAR ON NEXT PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the Commencement Date.

"LANDLORD"

CITY OF LAS VEGAS

By: _____

Carolyn G. Goodman, Mayor

Attest:

By: _____

LuAnn D. Holmes, MMC, City Clerk

Approved as to Form: John S. Ridilla
Deputy City Attorney

By: John S. Ridilla 7/7/18

Deputy City Attorney Date

Date of Approval by Las Vegas City Council: _____

[LEFT BLANK INTENTIONALLY AND SIGNATURES CONTINUED ON NEXT PAGE]

"TENANT"

ACELERO LEARNING CLARK COUNTY

By: _____

Name: MICHAEL TOMAS MITCHELL

Title: EXECUTIVE DIRECTOR

Date: 7/12/18

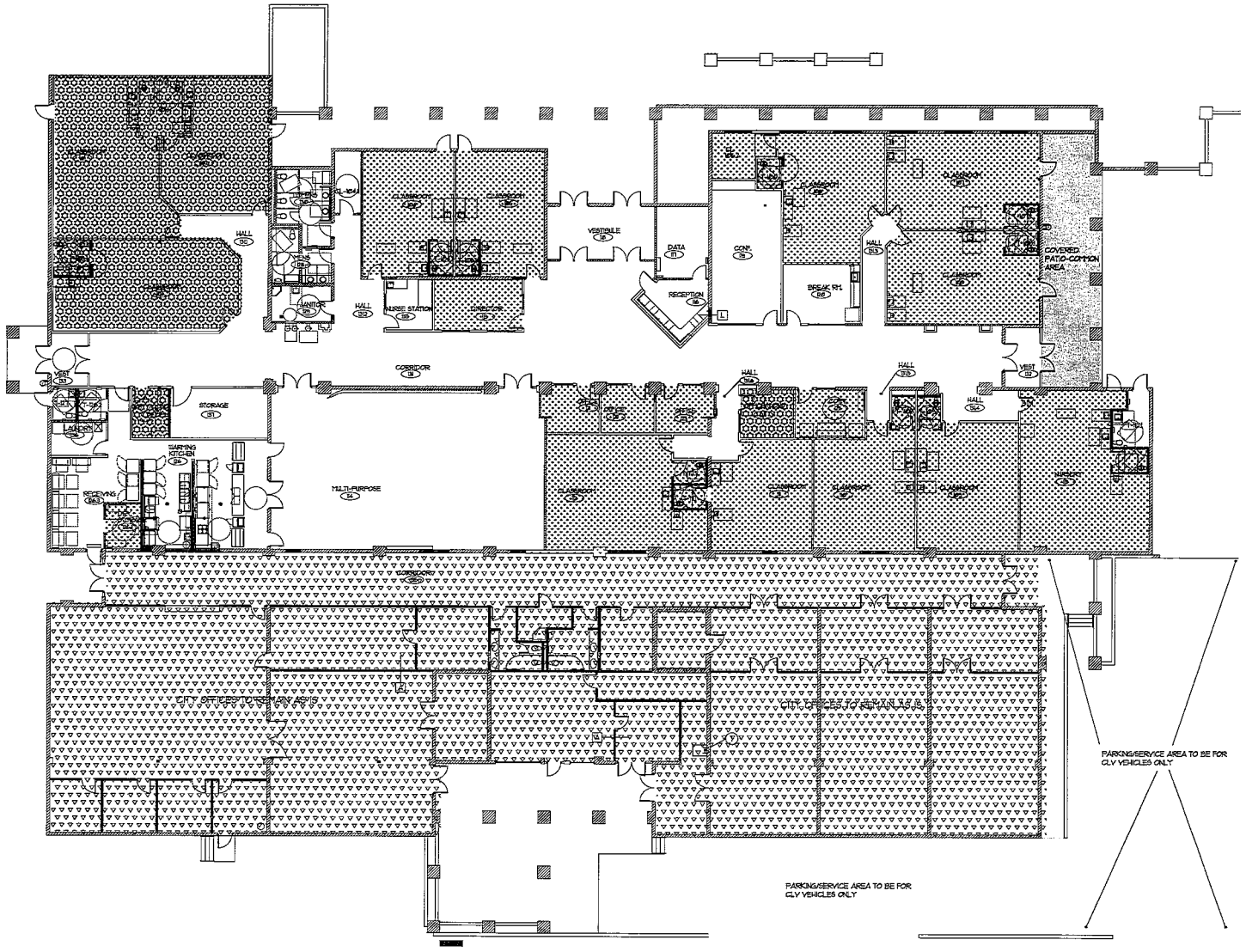
LIST OF EXHIBITS

EXHIBIT "A"	DEPICTION OF THE BUILDING IMPROVEMENTS AND ACELERO PREMISES
EXHIBIT "B"	EDUCATIONAL REQUIREMENTS
EXHIBIT "C"	DISCLOSURE OF PRINCIPALS

EXHIBIT "A"

DEPICTION OF THE REAL PROPERTY,
BUILDING IMPROVEMENTS,
AND ACELERO PREMISES

[ATTACHED]



1 Lease Areas Floor Plan

Scale: 3/32" = 1'-0"

Lease Area Legend

- INDICATES AREA OF SHARED COMMON SPACE.
- INDICATES AREA OF VARIETY EARLY LEARNING CENTER OCCUPIED SPACE.
- INDICATES AREA OF ACELERO OCCUPIED SPACE.
- INDICATES AREA OF EXISTING CITY OF LAS VEGAS OCCUPIED OFFICES.

DEPARTMENT OF PUBLIC WORKS

Variety Early Learning Center (Daycare)
100 Twin Lakes Drive
Las Vegas, Nevada 89107
Lease Area Plan

OWNER: CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS

333 North Rancho Drive
LAS VEGAS, NEVADA 89106
PHONE: (702) 229-6525
FAX: (702) 384-4846
TDD: (702) 386-9108

DRAWN	SH
FILE	
DATE	July 2018
SCALE	Notes
FILE NO	14547TJH
CLV DWG NO	65019-32B
DRAWING #	54771
SHT NO	A3.01

EXHIBIT "B"

EDUCATION REQUIREMENTS

[ATTACHED]

EDUCATION REQUIREMENTS

The City seeks to increase access to high quality early childhood education and pre-kindergarten ("Pre-K") programs for children living within two hundred percent (200%) Federal poverty guideline ("FPO") and in targeted zip codes. Therefore, in addition to proposal submitted to the RFP for STRONG START ACADEMY, ACELERO agrees to the following:

1. Within the first two rating cycles after execution of the Lease, attain a minimum Silver State Stars Quality Rating & Improvement System (QRIS) rating of four stars. This must be maintained throughout the Lease Term.

2. Within two years after execution of the Lease, obtain national accreditation (e.g. NAEYC, NAC, or NECPA). This must be maintained throughout the Lease Term.

3. Ensure all infant and toddler lead teachers responsible for providing direct instruction to early childhood students from birth to age three (3), have minimum education qualifications of a childcare development associate (CDA) degree, or preferably a bachelor's degree in early childhood education, or related field with four thousand (4,000) hours of experience and meet Early Head Start lead teacher standards. This must be maintained throughout the Lease Term.

4. Ensure each early childhood education Pre-K teacher responsible for providing direct instruction to early childhood students ages three (3) to five (5) must fulfill Head Start lead teacher standards and have a bachelor's degree in early childhood education, or a related field with four thousand (4,000) hours of experience. This must be maintained throughout the Lease Term.

5. Maintain an enrollment rate of eighty percent (80%) based on licensed capacity and ensure child applicants have equal access to the same extent as other children (e.g. homeless, foster, military, and tribal) even for those lacking initial enrollment documents.

6. Maintain high quality Pre-k programs for children:

A. All programs must provide a minimum of five (5) hours of instruction per day or twenty-five (25) hours per week.

B. Programs must utilize the Nevada Pre-K Content Standards, revised and adopted by the Nevada Department of Education. Programs must implement developmentally appropriate, research-based curriculum and participate in the birth to third grade continuum alignment.

C. Class sizes and child/staff ratios must not exceed the following:

a. Classrooms will have no more than twenty (20) children with two (2) adults.

b. The referenced two (2) adults will be an appropriately certified teacher and an appropriately certified teaching assistant.

D. Programs must participate in the annual and longitudinal stateside program evaluations system. This includes using outcome indicators described in the ELDS and reporting required data to the Pre-K education evaluator and the Nevada Department of Education. Program quality will also be assessed by a valid and reliable assessor using the Early Childhood Environment Rating Scale, Third Edition (ECERS-3) and the Classroom Assessment Scoring System (CLASS).

E. Parental involvement must be evaluated in conjunction with the Pre-k program. Longitudinal data to determine effectiveness of parental involvement will be used for program improvement.

F. Programs must demonstrate coordination with existing community services through collaborative and cooperative efforts.

G. The percentage of eligible children with disabilities served must not be less than either the percentage of four-year old children served statewide through part B, section 619 of IDEA (8.7%), or the current national average, whichever is greater, and no more than fifty percent (50%) per classroom.

H. Data collection method information submitted from either Teaching Strategies Gold, HIGHSCOPE Online COR Advantage, Brigance, or another approved research based child assessment tool for Development and Learning assessment are due twice per year on June 5th and December 5th.

7. AUDIT OF RECORDS.

A. ACELERO agrees to maintain the financial books and records, including all supporting documentation, pertaining to the Lease 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 Lease, 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 ACELERO goes out of business, ACELERO shall forward the books and records to the City to be retained by the City for the period of time required herein.

B. The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy or transcribe) the books and records of ACELERO pertaining to the performance of the Lease during standard business hours. The City will provide prior written notice to ACELERO of the audit and inspection. If the books and records are not located within Clark County, ACELERO agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, ACELERO may elect to reimburse the City for the costs of travel to inspect and audit the books and records at ACELERO office. If the books and records provided to the City are incomplete, ACELERO 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 ACELERO office. ACELERO failure to remedy the deficiency shall constitute a material breach of the Lease.

8. PROGRAM REPORTS.

A. ACELERO agrees to submit a mid-year and end of the year program report to the City which shall be due on January 15th and August 15th of each year of the Lease Term.

B. The mid-year report shall include results of program measurements, deliverables and goals, total number of unduplicated students served per month, ethnicity, number of low income students served and zip codes of students and copies of teacher credentials.

C. The end-of-the-year reports shall include a cumulative report for the school year including program measurements, deliverables and goals, total number of unduplicated students served per month, ethnicity, number of low income students served and zip codes; a summary of evidence of progress being made towards achieving desired QRIS Star rating and accreditation; annual audits and program evaluations.

9. ON-SITE MONITORING.

A. The programs funded under the Lease will be subject to on-site monitoring by designated City representatives, City contracted independent auditors, or any combination thereof. The representatives will be announced, at a minimum, twenty-four (24) hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to all records pertaining to the program. The representatives may, on occasion, interview program recipients who

volunteer to be interviewed.

B. ACELERO shall allow duly authorized representatives from the City, independent auditors or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the program as the reviewing entity deems appropriate in order to determine the following:

a. whether the objectives of the program are being achieved;

b. whether the program is being operated in an efficient and effective manner;

c. whether proper management control systems and internal procedures have been established to meet the objectives of the program;

d. whether the financial operations of the program are being conducted properly;

e. Whether the periodic reports to the City contain accurate and reliable information; and

f. whether all of the activities of the program are being conducted in compliance with applicable federal, state and local laws and regulations and the requirements of this Agreement.

EXHIBIT "C"

DISCLOSURE OF PRINCIPALS

[ATTACHED]

DISCLOSURE OF PRINCIPALS

The Board of Directors of Acelero Learning Clark County are the following:

	FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1.	Brian L. Pauling	632 Grassmeade Way Snellville, GA 30078	678-977-8172
2.	Tameka Henry	715 N. Tonopah LV NV 89106	702-6316-4152
3.	Deborah Ruiz-Harpster	801 S. Rancho Dr #2 LV NV 89106	702-289-1189
4.	Andrea M. Gandara	Third Floor, 400 S. 4th St. LV NV 89101	702-791-0308
5.	Rutu Ezhuthachan	2720 N. Tenaya Way, LV NV 89128	702-807-2225
6.	Jacquolyn Perez	3075 N. Walnut LV NV 89115	702-455-8200
7.	Vivian Wright-Bolton	1110 Fremont St. LV NV 89101	702-431-0889
8.	Juanita Ortiz	3820 Cecile Ave. LV NV 89115	702-799-3920
9.			
10.			
11.			
12.			
13.			

[SIGNATURE AND NOTARY JURAT ON NEXT PAGE]

DISCLOSURE OF PRINCIPALS

Signature Page

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

ACELERO LEARNING CLARK COUNTY
A Nevada For-Profit Corporation

By: Michael Tomas Mitchell

Printed Name: MICHAEL TOMAS MITCHELL

Title: EXECUTIVE DIRECTOR

Subscribed and sworn to before me this
12 day of July, 2018.

JANETTE CHEYNE
Notary Public-State of Nevada
Appointment No. 17-1940-1
My Appointment Expires 04-22-2021

Notary Public

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: PLANNING
DIRECTOR: ROBERT SUMMERFIELD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Medical Marijuana Cultivation Establishment License RED EARTH, LLC dba RED EARTH, LLC at 2310 Western Avenue [Paris Balaouras, Managing Member] - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Medical Marijuana Establishment License (Cultivation).

RECOMMENDATION:
Recommend approval, subject to conditions:

BACKUP DOCUMENTATION:
1. Conditions
2. Location Map

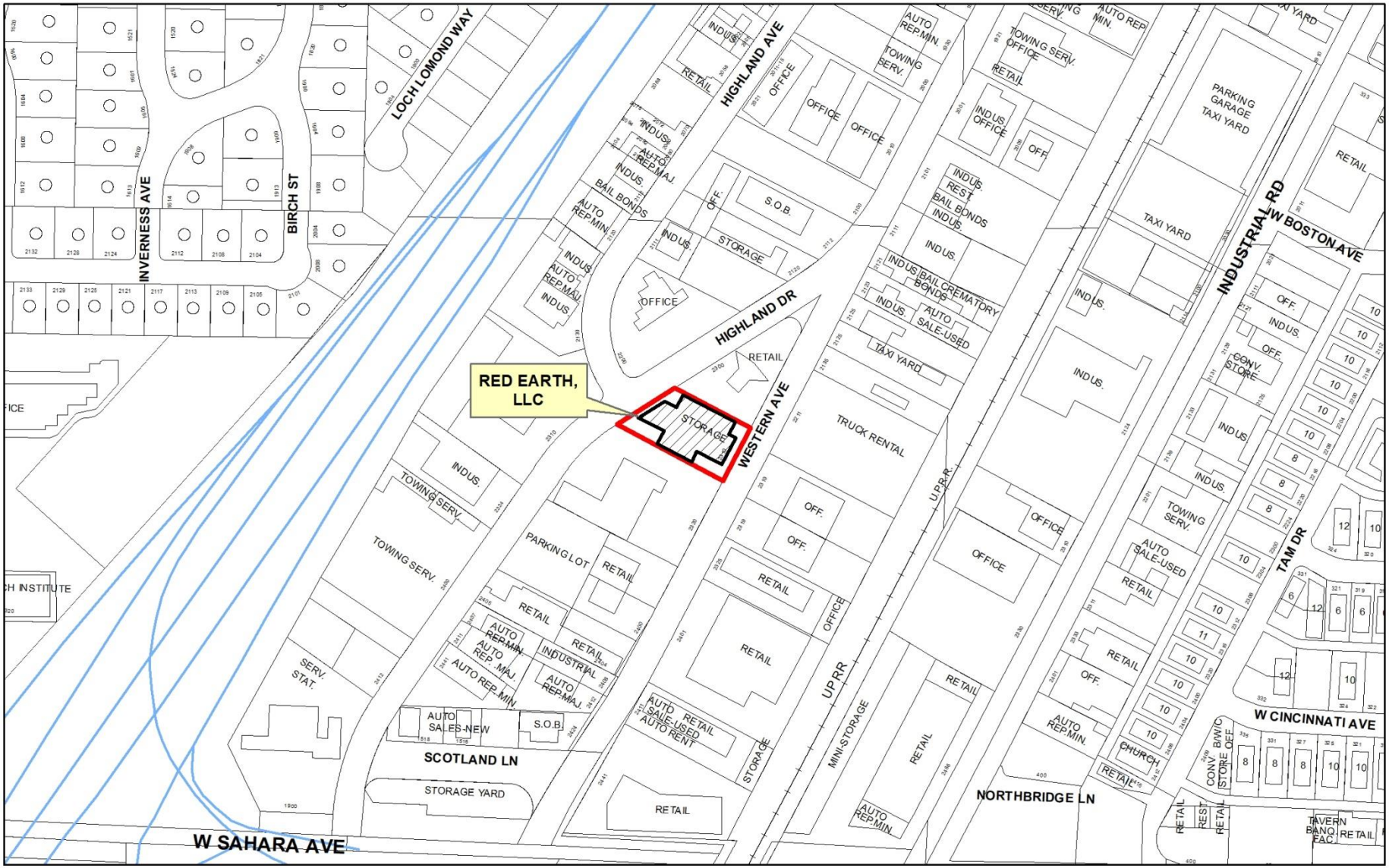
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: AUGUST 1, 2018
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Medical Marijuana Establishment License (Cultivation) RED EARTH, LLC dba RED EARTH, LLC at 2310 Western Avenue [Paris Balaouras, Managing Member]

CONDITIONS:

1. All operational plans must remain in compliance with Title 6.95 as approved by the Director. Any amendments must be approved by the City prior to implementation.
2. Must report to the Department 24 hours prior to the initial receipt of plants or seeds.
3. Plant procurement plan must be in conformance with state laws, regulations, and policies and must be verified by the Director prior to the acceptance of any plant product.
4. Testing laboratory must be licensed by the City of Las Vegas.
5. Independent laboratory must make the selections of all random samples, provide transportation, and maintain chain of custody of all samples.
6. Results of independent laboratory must be submitted and reviewed by the Director prior to the sale or transfer of initial product to a licensed dispensary or production establishment.
7. Must operate in compliance with Title 6.95, all policies and regulations of the state regulating authority and of the Planning Department.
8. Must maintain conformance with all conditions of approval of the Special Use Permit (SUP 71542) and any amendments thereto.
9. This license is approved for up to 15,000 square feet of cultivation area.



RED EARTH, LLC
2310 Western Avenue
Ward 3

Freeways
Subject Property
City Limits
Site Location

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, February 27, 2018

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: PLANNING
DIRECTOR: ROBERT SUMMERFIELD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Marijuana Cultivation Establishment License RED EARTH, LLC dba RED EARTH, LLC at 2310 Western Avenue [Paris Balaouras, Managing Member] - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Marijuana Cultivation Establishment License.

RECOMMENDATION:
Recommend approval, subject to conditions:

BACKUP DOCUMENTATION:
1. Conditions
2. Location Map

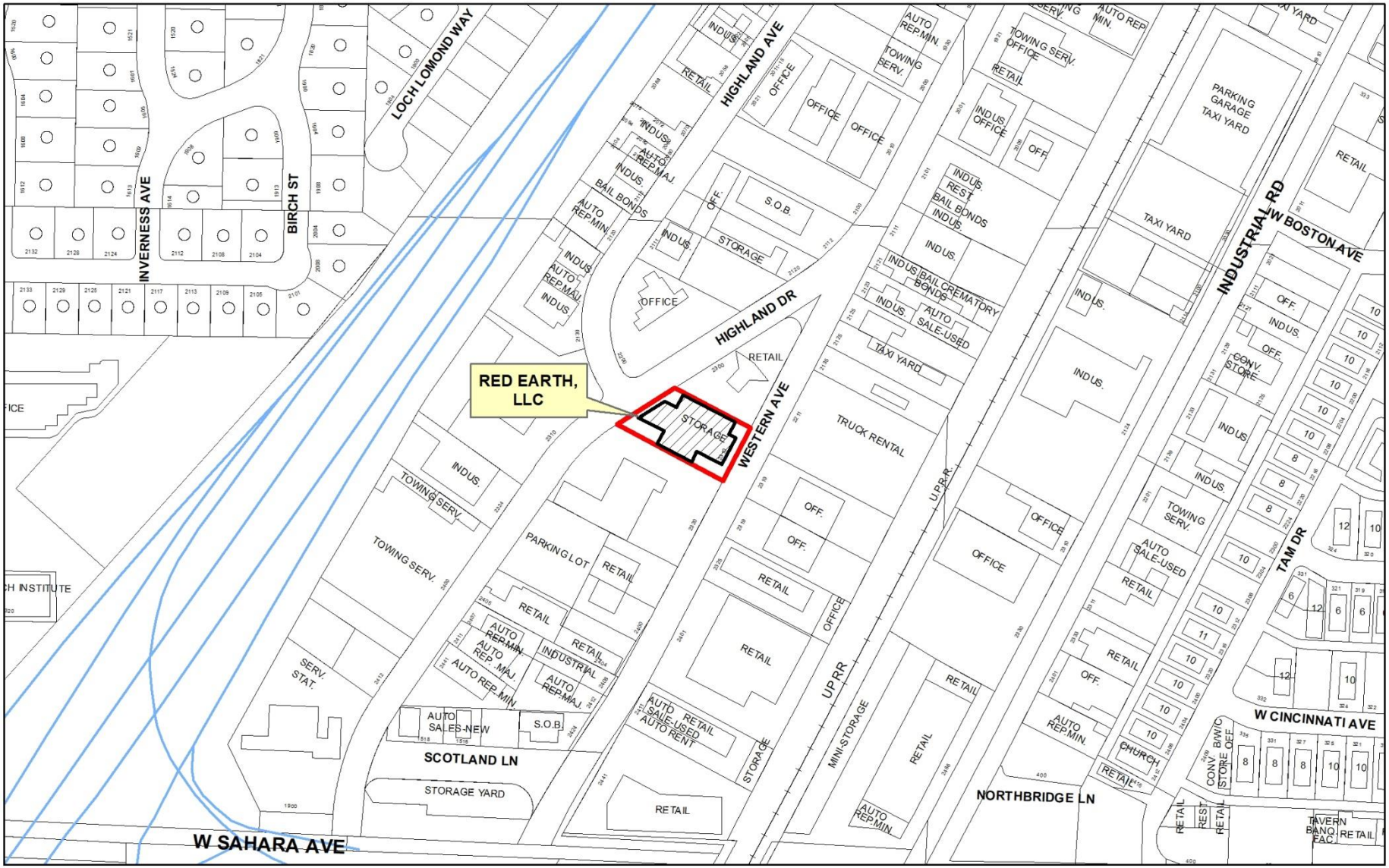
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: AUGUST 1, 2018
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Marijuana Cultivation Establishment License RED EARTH, LLC dba RED EARTH, LLC at 2310 Western Avenue [Paris Balaouras, Managing Member] - Ward 3 (Coffin)RED EARTH, LLC dba RED EARTH, LLC at 2310 Western Avenue [Paris Balaouras, Managing Member]

CONDITIONS:

1. All operational plans must remain in compliance with Title 6.95 as approved by the Director. Any amendments must be approved by the City prior to implementation.
2. Must report to the Department 24 hours prior to the initial receipt of plants or seeds.
3. Plant procurement plan must be in conformance with state laws, regulations, and policies and must be verified by the Director prior to the acceptance of any plant product.
4. Testing laboratory must be licensed by the City of Las Vegas.
5. Independent laboratory must make the selections of all random samples, provide transportation, and maintain chain of custody of all samples.
6. Results of independent laboratory must be submitted and reviewed by the Director prior to the sale or transfer of initial product to a licensed dispensary or production establishment.
7. Must operate in compliance with Title 6.95, all policies and regulations of the state regulating authority and of the Planning Department.
8. Must maintain conformance with all conditions of approval of the Special Use Permit (SUP 71542) and any amendments thereto.
9. This license is approved for up to 15,000 square feet of cultivation area.



RED EARTH, LLC
2310 Western Avenue
Ward 3

Freeways
Subject Property
City Limits
Site Location

N

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, February 27, 2018

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: PLANNING
DIRECTOR: ROBERT SUMMERFIELD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Tavern License NEVADA RESTAURANT SERVICES, INC. dba DOTTY'S #139 at 3220 North Jones Boulevard, Suite #1 - Ward 5 (Crear)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Tavern License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

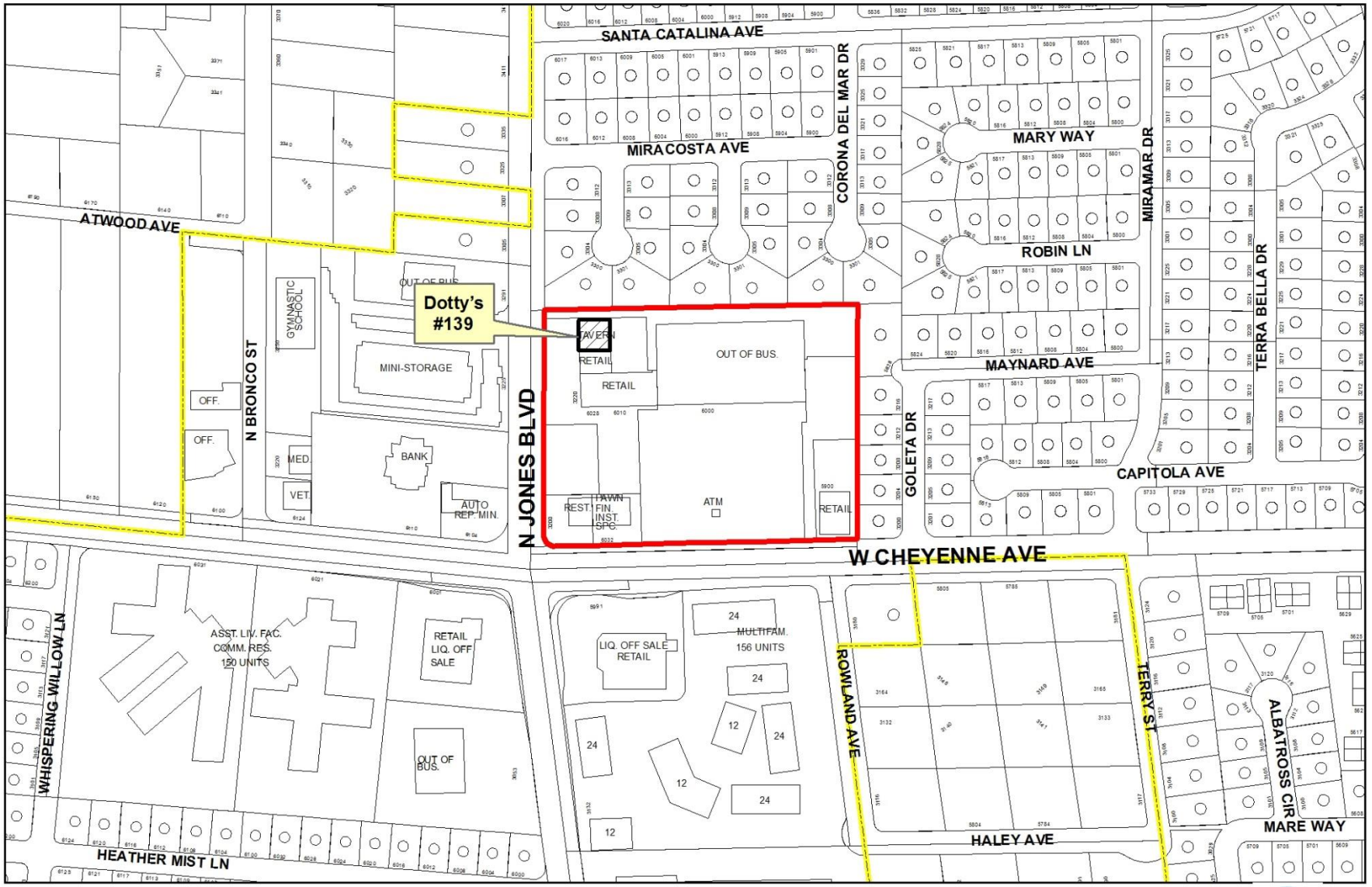
AGENDA MEMO

CITY COUNCIL MEETING DATE: AUGUST 1, 2018
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Tavern License NEVADA RESTAURANT SERVICES, INC. dba DOTTY'S #139 at 3220 North Jones Boulevard, Suite #1

OWNERSHIP:

NEVADA RESTAURANT SERVICES, INC.

Richard C. Estey, Secretary, Treasurer, Director, Shareholder
Paula Graziano, President
Allyson M. Estey, Vice President
Allyson Estey 2016 Irrevocable Trust, Shareholder
Allyson M. Estey, Trustee



Dotty's #139
3220 North Jones Boulevard, Suite #1
Ward 5

Freeways
City Limits
Subject Property
Site Location

N

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, October 19, 2017

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: PLANNING
DIRECTOR: ROBERT SUMMERFIELD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Restricted Gaming License NEVADA RESTAURANT SERVICES, INC. dba DOTTY'S #139 at 3220 North Jones Boulevard, Suite #1 - Ward 5 (Crear)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Restricted Gaming License for 15 slots.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

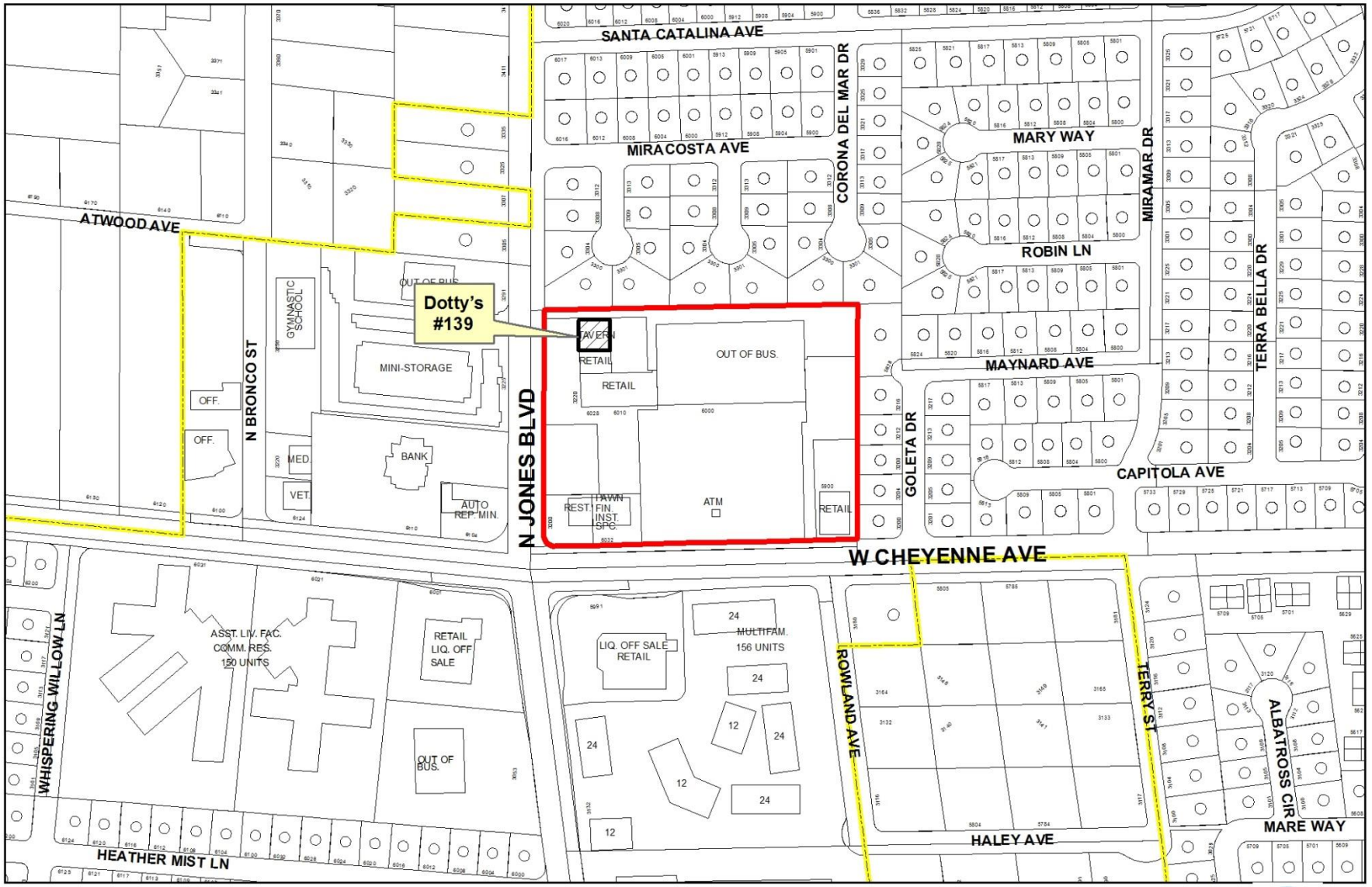
AGENDA MEMO

CITY COUNCIL MEETING DATE: AUGUST 1, 2018
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Restricted Gaming License NEVADA RESTAURANT SERVICES, INC. dba DOTTY'S #139 at 3220 North Jones Boulevard, Suite #1

OWNERSHIP:

NEVADA RESTAURANT SERVICES, INC.

Richard C. Estey, Secretary, Treasurer, Director, Shareholder
Paula Graziano, President
Allyson M. Estey, Vice President
Allyson Estey 2016 Irrevocable Trust, Shareholder
Allyson M. Estey, Trustee



Dotty's #139
3220 North Jones Boulevard, Suite #1
Ward 5

Freeways
City Limits
Subject Property
Site Location

N

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, October 19, 2017

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: PLANNING
DIRECTOR: ROBERT SUMMERFIELD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Tavern License NEVADA RESTAURANT SERVICES, INC. dba LA VILLITA #2 at 821 North Lamb Boulevard, Suite #11 - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Tavern License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: AUGUST 1, 2018
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Tavern License NEVADA RESTAURANT SERVICES, INC. dba LA VILLITA #2 at 821 North Lamb Boulevard, Suite #11

OWNERSHIP:

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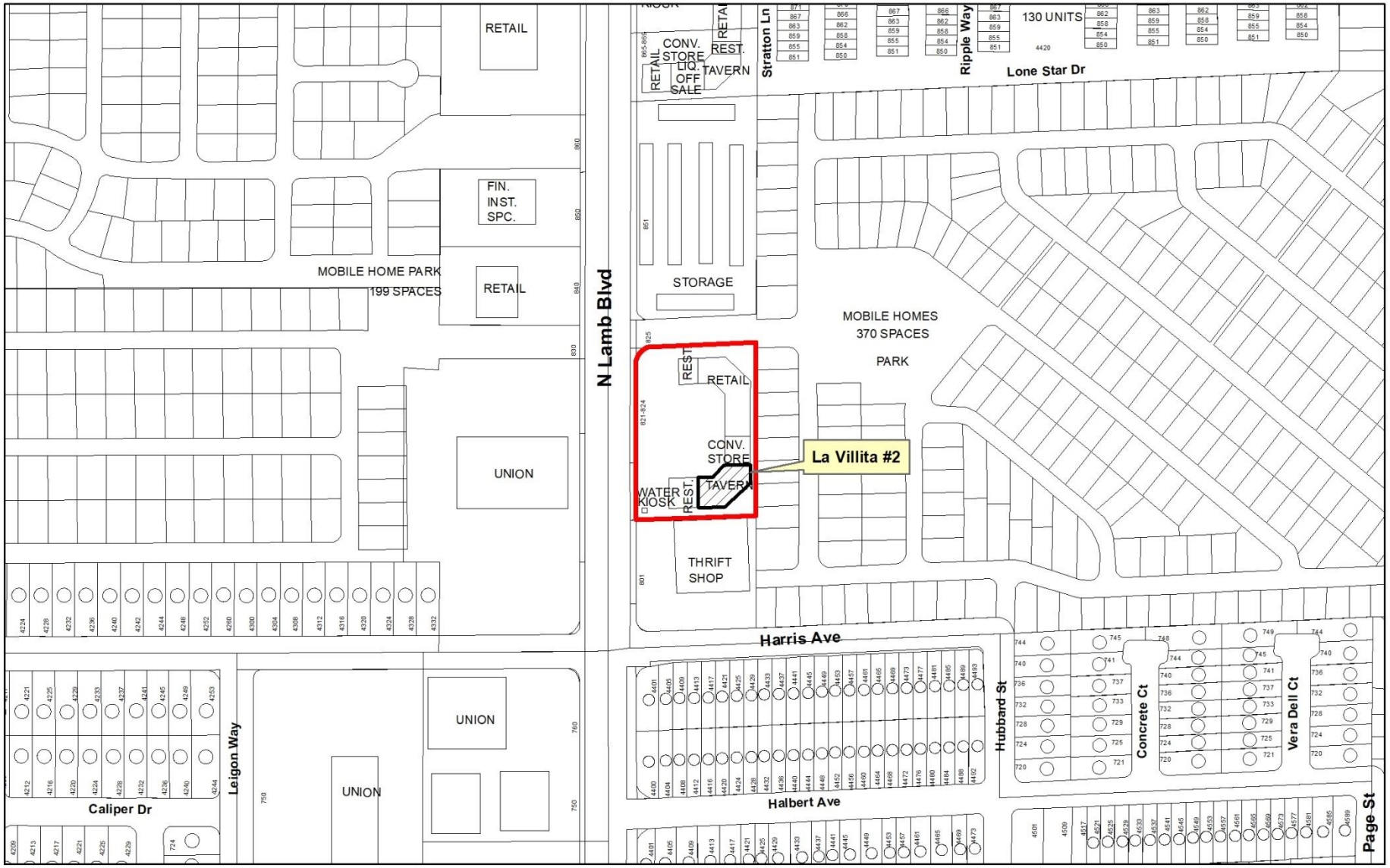

La Villita #2
821 North Lamb Boulevard, Suite #11
Ward 3

Freeways
Subject Property
City Limits
Site Location

N

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, February 06, 2018

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: PLANNING
DIRECTOR: ROBERT SUMMERFIELD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Restricted Gaming License NEVADA RESTAURANT SERVICES, INC. dba LA VILLITA #2 at 821 North Lamb Boulevard, Suite #11 - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Restricted Gaming License for 15 slots.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: AUGUST 1, 2018
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Restricted Gaming License NEVADA RESTAURANT SERVICES, INC. dba LA VILLITA #2 at 821 North Lamb Boulevard, Suite #11

OWNERSHIP:

NEVADA RESTAURANT SERVICES, INC.

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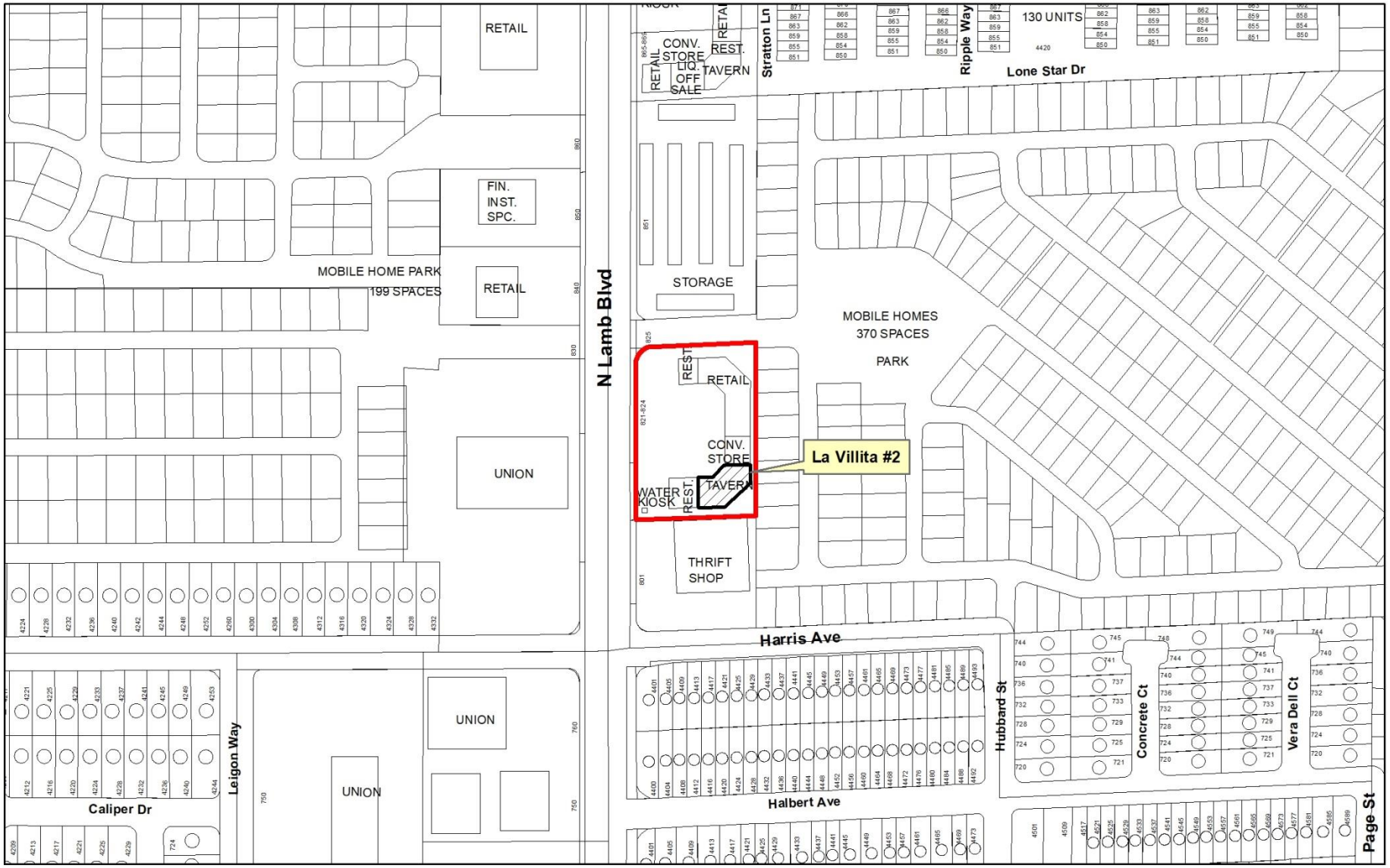
Paula Graziano, President
Allyson M. Estey, Vice President
Allyson Estey 2016 Irrevocable Trust, Shareholder
Allyson M. Estey, Trustee



La Villita #2
821 North Lamb Boulevard, Suite #11
Ward 3

Freeways
Subject Property
City Limits
Site Location

N

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, February 06, 2018

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: PLANNING
DIRECTOR: ROBERT SUMMERFIELD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Tavern License WFTLV06, LLC dba WAHOO'S FISH TACO at 7930 West Tropical Parkway, Suite #120 [Shelley Flandermeyer, Managing Member] - Ward 6 (Fiore)

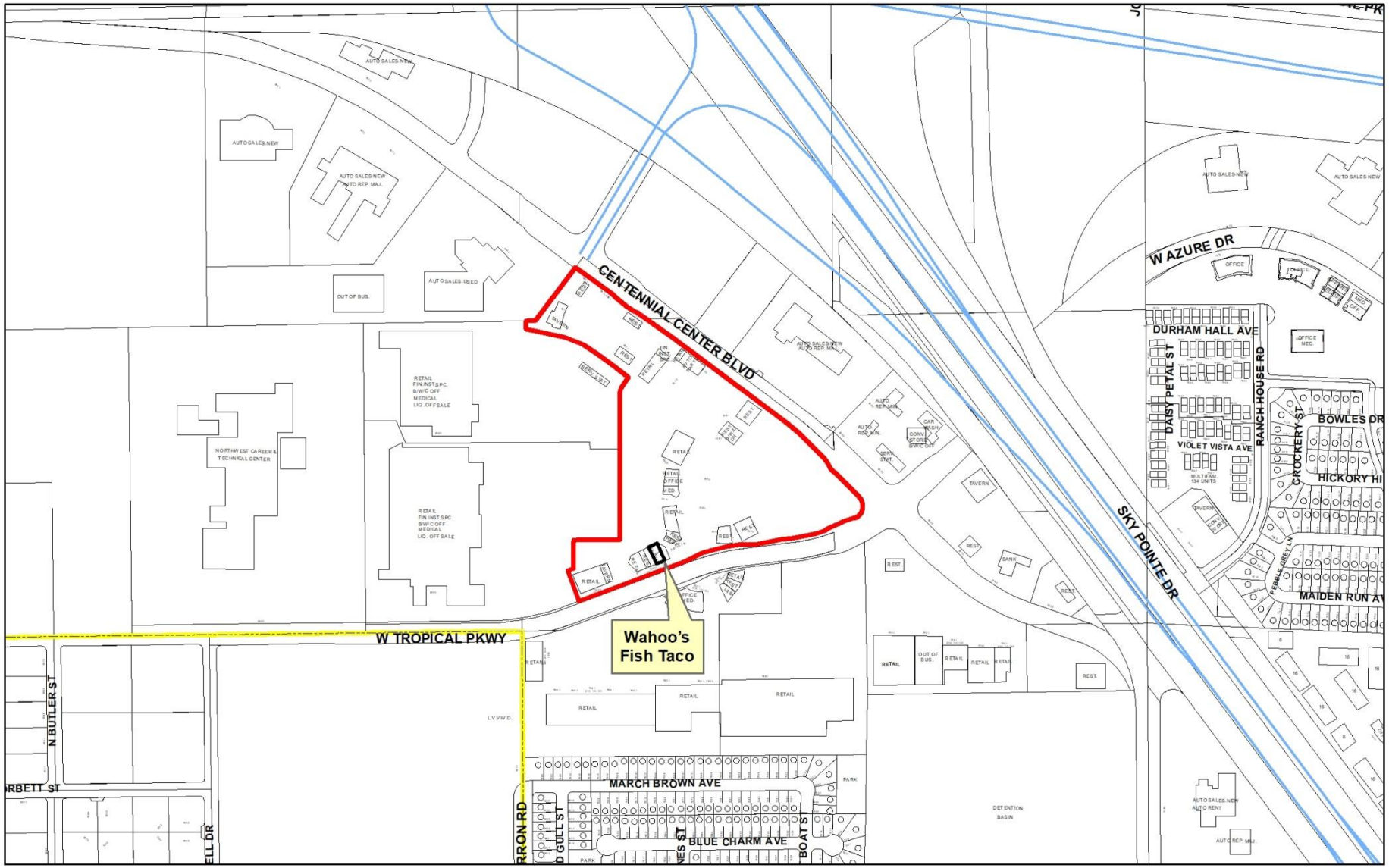
Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Tavern License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
Location Map



Wahoo's Fish Taco
7930 West Tropical Parkway, Suite #120
Ward 6

Freeways
Subject Property
City Limits
Site Location

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, May 31, 2018

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: PLANNING
DIRECTOR: ROBERT SUMMERFIELD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Restricted Gaming License SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at WAHOO'S FISH TACO at 7930 West Tropical Parkway, Suite #120 - Ward 6 (Fiore)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Restricted Gaming License for 15 slots.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

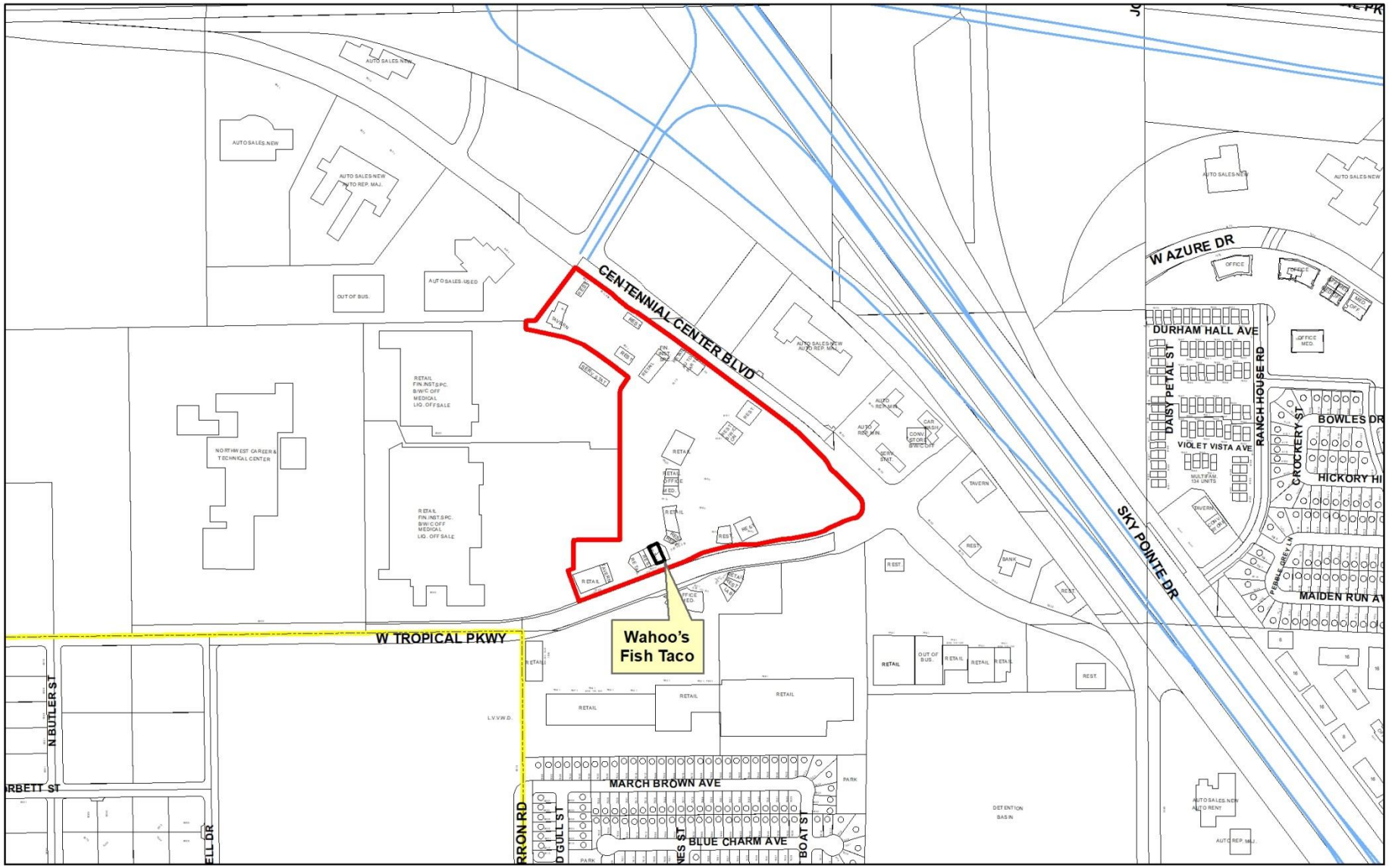
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: AUGUST 1, 2018
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Restricted Gaming License SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at WAHOO'S FISH TACO at 7930 West Tropical Parkway, Suite #120

OWNERSHIP:

SARTINI GAMING, LLC
Golden Route Operations, LLC, Managing Member
Golden Gaming, LLC, Managing Member
Stephen Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
77 Golden Gaming, LLC, Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
Golden Holdings, Inc., Member
Stephen A. Arcana, Director
Blake L. Sartini, President, Director
Sean T. Higgins, Secretary, Director
Charles H. Protell, Treasurer, Director
Golden Entertainment, Inc., Shareholder
Blake Sartini, Director, President, Chief Executive Officer
Lyle Arnold Berman, Director, Shareholder
Nantahala Capital Management, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Shareholder
Blake L. Sartini, Trustee
Delise F. Sartini, Trustee
D'Oro Holding, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Managing Member
Neil I. Sell, Director, Shareholder
Timothy J. Cope, Director
Stephen Arcana, Executive Vice President, Chief Operations Officer
Charles H. Protell, Executive Vice President, Chief Financial Officer, Treasurer
Mark A. Lipparelli, Director
Robert L. Miodunski, Director
Terrence L. Wright, Director



Wahoo's Fish Taco
7930 West Tropical Parkway, Suite #120
Ward 6

Freeways
Subject Property
City Limits
Site Location

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, May 31, 2018

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: PUBLIC WORKS
DIRECTOR: MIKE JANSSEN ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve a right-of-way dedication from an existing City of Las Vegas property for right-of-way purposes located in the vicinity of Wellness Way and Martin Luther King Boulevard, APN 139-33-402-021 - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:

This right-of-way dedication is to connect the right-of-way from Wellness Way to Martin Luther King Boulevard.

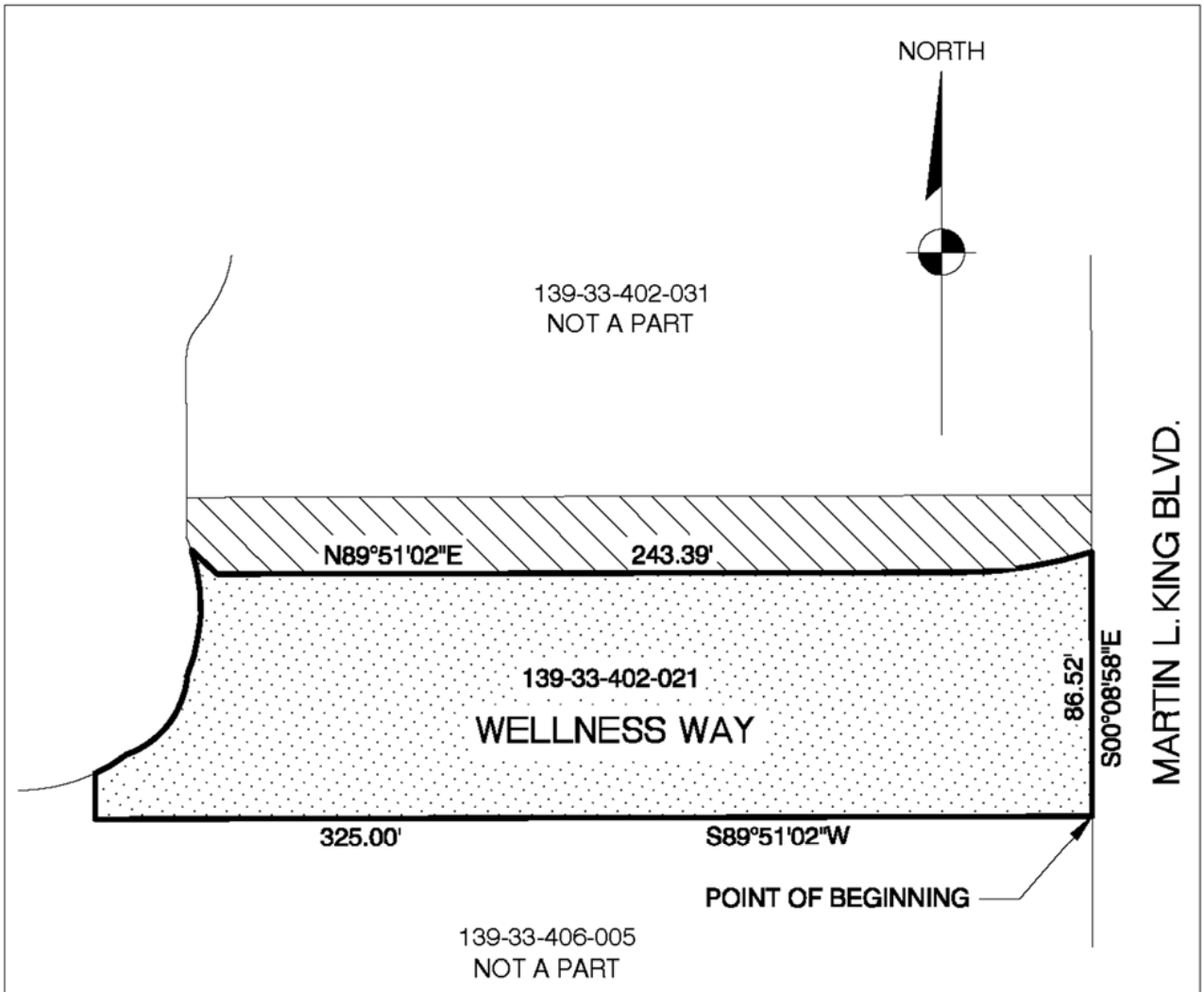
RECOMMENDATION:

Approval. If approved, the Public Works Director or designee is hereby authorized to execute any documents, as approved as to form by the City Attorney, related to the right-of-way dedication.

BACKUP DOCUMENTATION:

Exhibit Map

EXHIBIT MAP



NEW RIGHT OF WAY AREA

REMAINING PARCEL AREA

OWNER: CITY OF LAS VEGAS, A MUNICIPAL CORPORATION
APN: 139-33-402-021 SEC. 33 T. 20 S. R. 61 E.
TOTAL AREA OF PARCEL: 0.725 ACRES
AREA OF NEW RIGHT OF WAY: 24,330 S.F. (0.558 ACRES)
AREA REMAINING: 7,256 S.F. (0.166 ACRES)
REFERENCE: 20071024:03656

PROJECT No.: 25345	RIGHT OF WAY DEDICATION	DRAWN BY: MSC
Stanley Consultants INC.	APN 139-33-402-021	CHECKED BY: AWD
	CITY OF LAS VEGAS	SCALE: 1"=60'
		DATE: 5-24-18
		PAGE: 1 of 1

City of Las Vegas Agenda Item No.: **25.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: PUBLIC WORKS
DIRECTOR: MIKE JANSSEN ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Second Supplemental Interlocal Contract LAS23F14 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) for the Centennial Parkway Channel West - CC215, Pioneer Way to US95 project - Ward 6 (Fiore)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On November 13, 2014, the CCRFCD entered into an Interlocal Contract with the City of Las Vegas to provide funding for construction and construction management for the Centennial Parkway Channel West - CC215, Pioneer Way to US95 project. A First Supplemental Interlocal Contract dated September 10, 2015, decreased total construction funding. This Second Supplemental Interlocal Contract will extend the project completion date from June 30, 2018 to June 30, 2019, as additional time is required to close out the project. The CCRFCD approved this Interlocal Agreement at their May 24, 2018 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Second Supplemental Interlocal Contract LAS23F14

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT
CENTENNIAL PARKWAY CHANNEL WEST –
CC215, PIONEER WAY TO US95

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 24th day of May, 2018 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2013 Master Plan Update as Facility Numbers CNWE 0301 AND CNWE 0304, hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the Interlocal Contract dated November 13, 2014 and First Supplemental Interlocal Contract dated September 10, 2015 were entered into between the DISTRICT and the CITY; and,

WHEREAS, the City wishes to extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III - GENERAL, paragraph 16 shall be revised to read as follows:

16. The items covered in SECTION II – PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2019. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

The remainder of the original Interlocal Contract dated November 13, 2014 and First Supplemental Interlocal Contract dated September 10, 2015 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Second Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 6/20/18
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

Date of District Action

May 24, 2018

Regional Flood Control District

By: Laurence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Deanna Hughes
Deanna Hughes
Secretary to the Board

Approved as to Form

By: Christopher Figgins 5/24/18
Christopher Figgins Date
Chief Deputy District Attorney

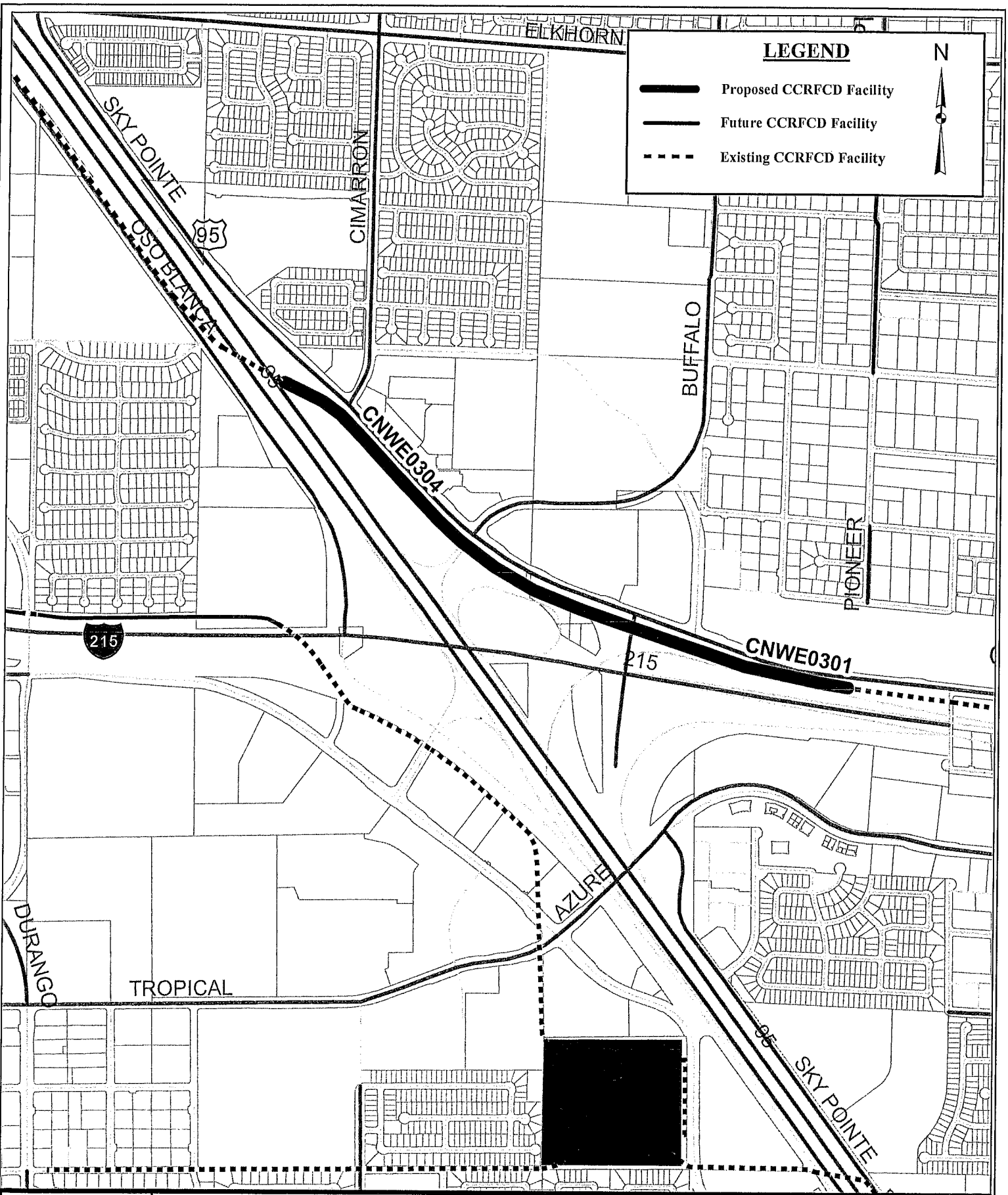


EXHIBIT A
CENTENNIAL PKWY CHANNEL WEST
CC 215, PIONEER WAY TO US95
(LAS23F14)

Flood Control Planning

SCALE: 1:12,000
DRAWING NAME: CentennialPkwyWest_215_Pioneer_95.mxd
DRAWN BY: C. JONES
DATE: 04/12/2018
SHEET NUMBER 1 OF 1

Document Path: Z:\EXHIBIT_PROJECTS\RFCD\CentennialPkwyWest_215_Pioneer_95.mxd

Due to continuous development activity, this map is for reference only.

City of Las Vegas Agenda Item No.: **26.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: PUBLIC WORKS
DIRECTOR: MIKE JANSSEN ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve First Supplemental Interlocal Contract LAS24L17 to increase total project funding by $300,000 from $561,670 to $861,670 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) for the design of the Gowan North - El Capitan Branch, Ann Road to Centennial Parkway project ($300,000 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Fiore)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $300,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
On August 10, 2017, the CCRFCD approved an Interlocal Contract for design engineering, right-of-way and environmental mitigation associated with the Gowan North - El Capitan Branch, Ann Road to Centennial Parkway project. This First Supplemental Interlocal Contract will increase design funding to cover the cost of the negotiated design contract and internal labor. The CCRFCD approved this contract at their June 14, 2018 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
First Supplemental Interlocal Contract LAS24L17

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT
GOWAN NORTH – EL CAPITAN BRANCH, ANN ROAD
TO CENTENNIAL PARKWAY

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 14th day of June, 2018 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2013 Master Plan Update as Facility Number GOEC 0100, 0126, 0152, and 0176, hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the interlocal contract dated August 10, 2017 was entered into between the DISTRICT and the CITY; and,

WHEREAS, the City desires to increase funding for the project.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II - PROJECTS COSTS shall be revised to read as follows:

The DISTRICT agrees to fund project costs within the limits specified below:

1. The engineering and design shall not exceed $857,670.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $2,000.

3. Environmental Mitigation in an amount not to exceed $2,000.

4. The total cost of this Contract shall not exceed $861,670 which includes all the items described in the paragraphs above.

5. If at any time during the term of this Contract the entity determines that a portion of the funds provided pursuant to this Contract will not be needed for the project, then the entity will notify the District in writing of the amount of funds that are not anticipated to be used for the project. Upon receipt of said notification the District's obligation to pay the maximum amount set forth herein will automatically be reduced by the amount specified in the notification.

6. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

7. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

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The remainder of the original Interlocal Contract dated August 10, 2017 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this First Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 7/5/18
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

June 14, 2018

Regional Flood Control District

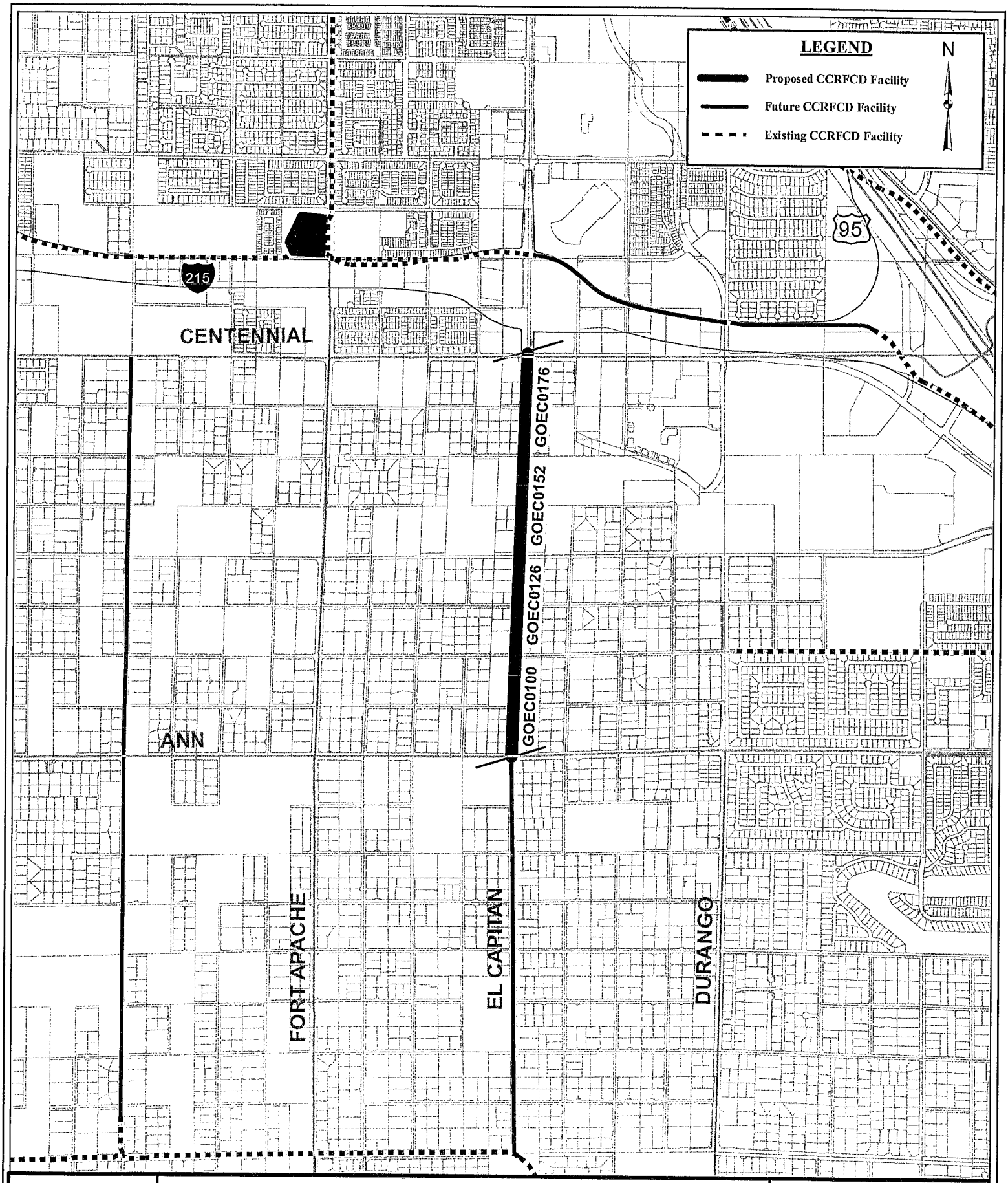
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Deanna Hughes
Deanna Hughes
Secretary to the Board

Approved as to Form

By: 6/14/18
Christopher Figgins Date
Chief Deputy District Attorney



Flood Control Planning

EXHIBIT A
GOWAN NORTH - EL CAPITAN BRANCH, ANN ROAD TO CENTENNIAL PARKWAY(LAS24L17)

SCALE: 1:20,000
DRAWING NAME: GowanOutfall_ElCapitanBranch_AnnRoad-CentennialPky.mxd
DRAWN BY: C. JONES
DATE: 05/17/2018
SHEET NUMBER 1 OF 1

Document Path: Z:\EXHIBIT_PROJECTS\RFCD\GowanNorth_ElCapitanBranch_AnnRoad-CentennialPky.mxd

Due to continuous development activity, this map is for reference only.

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: PUBLIC WORKS
DIRECTOR: MIKE JANSSEN ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Interlocal Contract MWP FY 2018-19 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) for the Annual Maintenance Work Program for Fiscal Year 2018-19 to maintain CCRFCD's facilities within the City of Las Vegas ($2,825,000 - Road and Flood Capital Project Fund [CPF]) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,825,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
The Fiscal Year 2018-2019 Maintenance Work Program has been developed to maintain Regional Flood Control Facilities within the City of Las Vegas. The basic maintenance to the facilities will be in accordance with performance standards set forth in the current CCRFCD's Operations and Maintenance Manual. The costs shall not exceed $2,825,000. The CCRFCD approved this contract at their June 14, 2018 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Contract - CLV MWP FY 2018-19

INTERLOCAL CONTRACT
ANNUAL MAINTENANCE WORK PROGRAM

THIS CONTRACT, made and entered into this 14th day of June, 2018, by and between the CITY OF LAS VEGAS, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and the CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, hereinafter referred to as "DISTRICT".

W I T N E S S E T H:

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve and fund projects to maintain flood control improvements; and

WHEREAS, pursuant to NRS 277.180 any one or more public agencies may contract with one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies is authorized by law to perform; and

WHEREAS, the CITY desires to maintain flood control improvements within the CITY in accordance with the maintenance program set forth herein, and hereinafter referred to as "Project"; and

WHEREAS, the facilities upon which maintenance will be done are facilities described in the DISTRICT'S Master Plan.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the DISTRICT authorizes the Project as it is mutually understood and agreed as follows:

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to the maintenance of flood control facilities, which are identified in the DISTRICT'S Master Plan facilities including updates and amendments subsequently approved. The basic maintenance to the facilities will be in accordance with performance standards set forth in the current DISTRICT *Operations and Maintenance Manual*.

The Project is more specifically described in Exhibit "A" which is attached hereto and by this reference incorporated herein.

SECTION II - PROJECT COSTS

The DISTRICT agrees to make payment for Project costs within the limits specified below:

1. The Project costs shall not exceed $2,825,000.00.

The amounts allocated to each individual facility within the Project must be specified in Exhibit "A". Any changes to said allocated amounts must be approved by the DISTRICT'S Chief Engineer in accordance with Section 4.24 of the DISTRICT *Operations and Maintenance Manual.*

A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved to increase the amount noted above prior to payment of any additional funds.

2. The CITY and DISTRICT will comply with Section 4.12 of the *Operations and Maintenance Manual.* In accordance with said manual the CITY shall submit invoices together with a detailed summary report of the maintenance service performed. The CITY shall submit an invoice voucher in the manner prescribed by the DISTRICT. The vouchers shall include such information as is necessary for the DISTRICT to determine the nature of all expenditures. Each voucher will clearly indicate that it is for services rendered in performance under this contract. Each voucher will also be accompanied by a written certification from the CITY stating that it is for performance of maintenance activities under this contract and is composed of completed elements set forth in the annual work program.

All invoices must be submitted for payment to:

Clark County Regional Flood Control District
Accounts Payable
600 S. Grand Central Parkway, Suite 300
Las Vegas, Nevada 89106-4511

Payment shall be considered timely if made by the DISTRICT within 30 days. Pursuant to Section IV, Paragraph 8, the DISTRICT may, in its sole discretion, withhold payments to the CITY for services rendered if the CITY fails to satisfactorily comply with any term or condition of this contract and/or the DISTRICT *Operations and Maintenance Manual.*

SECTION III - PROJECT TIME

The CITY agrees to perform the Project to the satisfaction of the DISTRICT between July 1, 2018 and June 30, 2019. The DISTRICT may grant extensions or terminate this contract and require all sums advanced to the CITY to be repaid if the CITY fails to perform by said date.

SECTION IV - GENERAL

1. The CITY will complete the Project as set forth in Exhibit "A". The CITY staff personnel responsible for coordination of work under this contract are as listed below:

David N. Bowers, Director of Public Works

It is understood that staff named above will be responsible for work coordination throughout the period of this contract unless the DISTRICT is informed in writing of changes in these personnel assignments.

2. The CITY will comply with Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.

3. Applicable portions of the current editions of the *Operations and Maintenance Manual*, *Policies and Procedures Manual*, *Hydrologic Criteria and Drainage Design Manual*, and *Uniform Regulations for the Control of Drainage* adopted by the DISTRICT will apply unless specifically superseded by this CONTRACT.

4. It is the intent of the DISTRICT that scheduling of maintenance and repair of drainage and flood control facilities in general and Master Plan Facilities specifically be coordinated among member entities. Therefore, in those cases where Master Plan approved, and DISTRICT-funded projects have regional flood control significance impacting more than one member entity, the CITY will allow all impacted member entities an opportunity to review the maintenance schedule in order to coordinate maintenance efforts.

5. The Chief Engineer or designee of the DISTRICT shall be responsible for monitoring the performance of the CITY, approval for payment of billings and expenses submitted by the CITY and the acceptance of any report provided by the CITY. The CITY shall be responsible for monitoring performance of CITY staff or private contractors.

6. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final project

approval and payments. Following the three year period, the CITY shall keep records for permanent storage in original form, in microfilm/fiche media, or an electronic format.

7. The CITY shall provide right of access to its facilities to the DISTRICT or Chief Engineer at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

8. In the event the CITY fails to perform the maintenance according to the standards specified in this contract and in the DISTRICT *Operations and Maintenance Manual,* the DISTRICT may perform or cause to be performed the maintenance necessary to assure proper operation of the facility. Costs incurred by the DISTRICT shall be reimbursed by the CITY or be deducted from the amount authorized by this contract. The DISTRICT may not exercise this right without giving the CITY specific written notice of the maintenance required and allowing the CITY 60 days within which to perform said maintenance. The notice required by this provision must be sent to:

Mike Janssen
Acting Director of Public Works
City of Las Vegas
333 North Rancho Drive
Las Vegas, Nevada 89106

9. The records of the CITY and/or private contractors pertaining to the subject matter of this contract shall at all reasonable times be subject to inspection and audit by the DISTRICT or an Agent of the DISTRICT.

10. If any provision of this contract shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to be in conformance with said statute or rule of law.

11. The CITY, its employees, and representative shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations in effect at the time work is performed.

12. The CITY hereby agrees to reimburse the DISTRICT if funds are received from other sources for maintenance and repair of drainage and flood control facilities paid for by the DISTRICT.

13. The DISTRICT will not be responsible for any fines and/or penalties caused by the actions or inactions of CITY employees, consultants, contractors, or agents.

14. Any costs found to be improperly allocated to the Project will be refunded by the CITY to the DISTRICT.

15. It is specifically understood and agreed to by and between the parties hereto that it is not intended by any of the provisions of any part of this contract to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract.

16. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this Contract which results from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.

17. This agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

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IN WITNESS WHEREOF, the Parties have caused this Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn Holmes
City Clerk

Approved as to Form

By: John S. Ridilla 7/5/18
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

June 14, 2018

Regional Flood Control District

By: Lawrence L Brown III
Lawrence L. Brown, III,
Chairman

Attest

By: Deanna Hughes
Deanna Hughes
Secretary to the Board

Approved as to Form

By: 6/14/2018
Christopher Figgins Date
Chief Deputy District Attorney

CITY OF LAS VEGAS
MAINTENANCE WORK PLAN SUMMARY
FISCAL YEAR 2018-2019

Master Plan Facility ID	MWP Facility Number	Facility Description	Cost
CACH, CABZ, CACN, LVBZ	LV51	Cedar Avenue Channel/Nellis System	$100,000.00
GONO, GOSO, GOOF, GOCR, GOLM, GOBU, GOBW, APDG, APOF, APP1, GOTE, GO02, APNO, APSP, APBE, APSO, APMD, GOBE, GOL2, GOL3, GOL4, GOL5, APFH, APAD, APCB, APD3, GOWC, GODU, GOLB, GOLO, APFH, APNO	LV52	Gowan/Angel Park/Lone Mountain System	$700,000.00
LVLM, LVSR, LV15, LVOW, LVRA, LVPK	LV53	Lake Mead/Smoke Ranch/Washington System	$100,000.00
LVMD	LV54	Las Vegas Wash System	$700,000.00
LCME, MECH, MEAL, MEPA, MEOK	LV55	Meadows/Oakey System	$100,000.00
LCLT, WAPR, FWUP, LVWH, FW15, FWOK, FWWL, FWCH, FWSH, LCLO, WAGC, CHRA, LCCH	LV56	Washington Avenue/Las Vegas Creek System	$225,000.00
RCHO, ANWE, RCHB, RCBC, EKDB, GOAN, CNGT, CNKC, EKHU, BCHU, TSDB, MSNV, LVMJ, LVDE, LVMD, CN95, EKBU, RACO, BRDB, TSDB, ANRB, CNWE,	LV57	US 95/Outer Beltway/Ann Road System	$900,000.00
		TOTAL	$2,825,000.00

Exhibit A

Oh Sang Kwon — 4/1/2018
Engineering Project Manager — Date

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2018-19

MWP Facility #: LV51

Facility Name: Cedar Avenue Channel/Nellis System

MP Facility ID: CACH 0000 - 0148,
CABZ 0000 - 0010, CACN 0000 - 0049,
LVBZ 0166 - 0223

Entity: City of Las Vegas

Date Prepared: 4/1/2018

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date *
FA	03	Facility Assessment and Inventory	$5,000.00				Jun-19
FA	05	Inspect Channels	$1,000.00				Jun-19
	06	Inspect Levees/Detention and Debris Basins					
	08	Species Survey and Removal	$10,000.00				Jun-19
FA	10	Clean and Reshape Channels/Levees	$20,000.00				Jun-19
FA	15	Repair Lined Channel	$5,000.00				Jun-19
	20	Erosion Control and Repair	$10,000.00				Jun-19
	21	Provide/Maintain Dust Control					
	25	Clean Detention Debris Basins					
	35	Fence Repair	$10,000.00				Jun-19
	40	Vegetation Control - Chemical					
	45	Vegetation Control - Mechanical	$10,000.00				Jun-19
	50	Maintain Access Road					
FA	55	Clean & Inspect Inlet/Outlet Structures	$10,000.00				Jun-19
	60	Repair Inlet/Outlet Structures					
FA	65	Clean Storm Sewer Lines	$2,000.00				Jun-19
FA	70	Storm Sewer Repair	$1,000.00				Jun-19
FA	75	Clean/Flush Culverts & Bridges	$2,000.00				Jun-19
FA	80	Miscellaneous Work Activities	$13,000.00				Jun-19
FA	85	Engineering	$1,000.00				Jun-19
		TOTALS	$100,000.00	$0.00	$0.00	0.0%	

Delays or Problem Areas:

Work completed during prior Fiscal Year:

Cleaned Cedar Avenue channel twice a year (CACH 0000-0148) and graffiti removal. Routine maintenance work activities.

Work to be completed during current Fiscal Year:

Inspect and clean storm drain facilities. Clean open channel twice a year (CACH 0000-0148) and graffiti removal. Routine maintenance work activities.

Consultant/Contractor: N/A

Project Manager: Oh Sang Kwon, P.E./Matthew Meyer, P.E. Phone Number: 702-229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2018-19

MWP Facility #: LV52
Facility Name: Gowan/Angel Pk/Lone Mtn System
MP Facility ID: GONO 0000 - 0110, GOSO 0000 - 0462, GODU 0000 - 0050, GOL5 0006-0032
GOOF 0427 - 0775, GOCR 0180 - 0201, GOLB 0000 - 0030, GOL3 0000-0115
GOLM 0000 - 0277, GOBU 0000 - 0085, GOBW 0103, GOBX 0000, GOBE 0000-0139
APDG 0000 - 0060, APOF 0000 - 0124, APP1 0000 - 0056, GOTE 0000
GO02 0000 - 0257, APNO 0015, APNO 0012, GOLO 0152-0275, APNO 0001-0004
APSP 0000 - 0183, APBE 0000 - 0122, APSO 0000, APSO 0020, APFH 0089
APSO 0204, APSO 0254, APSO 0255, APSO 0345, APMD 0027, GOL5 0000, APD2 0000 - 0002
APMD 0132, APMD 0190 - 0258, GOL2 0000 - 0014, APD3 0000 - 0021, GOWC 0000,
GOL3 0128, GOL4 0000 - 0026, APFH 0000 - 0061, APM5 0000, APAD 0000 - 0225, APCB 0000 - 0080

Entity: City of Las Vegas
Date Prepared: 4/1/2018

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date *
FA	03	Facility Assessment and Inventory	$7,000.00				Jun-19
FA	05	Inspect Channels	$6,000.00				Jun-19
FA	06	Inspect Levees/Detention and Debris Basins	$5,000.00				Jun-19
FA	08	Species Survey and Removal	$20,000.00				Jun-19
	10	Clean and Reshape Channels/Levees	$10,000.00				Jun-19
FA	15	Repair Lined Channel	$100,000.00				Jun-19
FA	20	Erosion Control and Repair	$50,000.00				Jun-19
FA	21	Provide/Maintain Dust Control	$10,000.00				Jun-19
FA	25	Clean Detention Debris Basins	$100,000.00				Jun-19
FA	35	Fence Repair	$50,000.00				Jun-19
	40	Vegetation Control - Chemical	$2,000.00				Jun-19
FA	45	Vegetation Control - Mechanical	$20,000.00				Jun-19
	50	Maintain Access Road	$5,000.00				Jun-19
FA	55	Clean & Inspect Inlet/Outlet Structures	$40,000.00				Jun-19
FA	60	Repair Inlet/Outlet Structures	$120,000.00				Jun-19
	65	Clean Storm Sewer Lines	$10,000.00				Jun-19
FA	70	Storm Sewer Repair	$40,000.00				Jun-19
FA	75	Clean/Flush Culverts & Bridges	$45,000.00				Jun-19
FA	80	Miscellaneous Work Activities	$10,000.00				Jun-19
FA	85	Engineering	$50,000.00				Jun-19
		TOTALS	$700,000.00	$0.00	$0.00	0.0%	

Delays or Problem Areas:

Work completed during prior Fiscal Year:

Graffiti and trash removed within the Gilmore Channel (GOLM 0150 - 0240). Reseal joints along the beltway channel. Cleaned and inspected detention basins. Removed sediments along the beltway channel. Routine maintenance work activities.

Work to be completed during current Fiscal Year:

Graffiti and trash removal. Vegetation control throughout the detention basins. Repair crack concrete and joint seals in various locations. Repair erosion damages in embankment of the detention basins. Clean and inspect detention basins. Remove sediment along the beltway channel. Routine maintenance work activities.

Consultant/Contractor: N/A
Project Manager: Oh Sang Kwon, P.E./Matthew Meyer, P.E. Phone Number: 702-229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2018-19

MWP Facility #: LV53

Facility Name: Lake Mead/Smoke Ranch/Washington System

MP Facility ID: LVLM 0336 - 0525, LVSR 0312 - 0525, LV15 0284 - 0474, LVOW 0000 - 0351, LVRA 0000 - 0066, LVPK 0000 - 0130

Entity: City of Las Vegas

Date Prepared: 4/1/2018

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date *
FA	03	Facility Assessment and Inventory	$5,000.00				Jun-19
FA	05	Inspect Channels	$10,000.00				Jun-19
	06	Inspect Levees/Detention and Debris Basins					
	08	Species Survey and Removal					
FA	10	Clean and Reshape Channels/Levees	$2,500.00				Jun-19
FA	15	Repair Lined Channel	$3,500.00				Jun-19
	20	Erosion Control and Repair					
	21	Provide/Maintain Dust Control					
	25	Clean Detention Debris Basins					
FA	35	Fence Repair	$2,000.00				Jun-19
	40	Vegetation Control - Chemical					
	45	Vegetation Control - Mechanical					
	50	Maintain Access Road					
FA	55	Clean & Inspect Inlet/Outlet Structures	$16,000.00				Jun-19
FA	60	Repair Inlet/Outlet Structures	$5,000.00				Jun-19
FA	65	Clean Storm Sewer Lines	$2,500.00				Jun-19
FA	70	Storm Sewer Repair	$28,000.00				Jun-19
	75	Clean/Flush Culverts & Bridges	$20,000.00				Jun-19
FA	80	Miscellaneous Work Activities	$2,500.00				Jun-19
FA	85	Engineering	$3,000.00				Jun-19
		TOTALS	$100,000.00	$0.00	$0.00	0.0%	

Delays or Problem Areas:

Work completed during prior Fiscal Year:
Routine maintenance work activities.

Work to be completed during current Fiscal Year:
Remove debris, clean drop inlets, and repair any damages. Routine maintenance work activities.

Consultant/Contractor: N/A

Project Manager: Oh Sang kwon, P.E./Matthew Meyer, P.E. Phone Number: 702-229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2018-19

MWP Facility #: LV54
Facility Name: Las Vegas Wash System
MP Facility ID: LVMD 1069 - 1354

Entity: City of Las Vegas
Date Prepared: 4/1/2018

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date *
FA	03	Facility Assessment and Inventory	$25,000.00				Jun-19
FA	05	Inspect Channels	$20,000.00				Jun-19
	06	Inspect Levees/Detention and Debris Basins					
FA	08	Species Survey and Removal	$10,000.00				Jun-19
FA	10	Clean and Reshape Channels/Levees	$75,000.00				Jun-19
FA	15	Repair Lined Channel	$320,000.00				Jun-19
	20	Erosion Control and Repair	$5,000.00				Jun-19
	21	Provide/Maintain Dust Control					
	25	Clean Detention Debris Basins					
FA	35	Fence Repair	$20,000.00				Jun-19
	40	Vegetation Control - Chemical					
FA	45	Vegetation Control - Mechanical	$173,000.00				Jun-19
	50	Maintain Access Road	$2,000.00				Jun-19
	55	Clean & Inspect Inlet/Outlet Structures					
	60	Repair Inlet/Outlet Structures					
	65	Clean Storm Sewer Lines					
FA	70	Storm Sewer Repair	$5,000.00				Jun-19
FA	75	Clean/Flush Culverts & Bridges	$5,000.00				Jun-19
FA	80	Miscellaneous Work Activities	$10,000.00				Jun-19
FA	85	Engineering	$30,000.00				Jun-19
		TOTALS	$700,000.00	$0.00	$0.00	0.0%	

Delays or Problem Areas:

Work completed during prior Fiscal Year:

Bi-annual vegetation control and erosion control along the Las Vegas Wash. Repaired Mat along Las Vegas Wash between Washington Avenue and Stewart Avenue (LVMD 1120 – 1178) for erosion control. Removed sediments and trash.

Work to be completed during current Fiscal Year:

Provide bi-annual vegetation control. Continue with the sediment removal. Routine maintenance work activities.

Consultant/Contractor: N/A
Project Manager: Oh Sang Kwon, P.E./Matthew Meyer, P.E. Phone Number: 702-229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2018-19

MWP Facility #: LV55

Facility Name: Meadows/Oakey System

MP Facility ID: LCME 0000 - 0085, MECH 0059 - 0420, MEAL 0000 - 0258, MEPA 0000 - 0025, MEOK 0000 - 0217

Entity: City of Las Vegas

Date Prepared: 4/1/2018

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date *
FA	03	Facility Assessment and Inventory	$10,000.00				Jun-19
	05	Inspect Channels	$1,000.00				Jun-19
	06	Inspect Levees/Detention and Debris Basins	$1,000.00				Jun-19
	08	Species Survey and Removal	$2,000.00				Jun-19
FA	10	Clean and Reshape Channels/Levees	$10,000.00				Jun-19
FA	15	Repair Lined Channel	$6,000.00				Jun-19
	20	Erosion Control and Repair	$10,000.00				Jun-19
	21	Provide/Maintain Dust Control					
FA	25	Clean Detention Debris Basins	$10,000.00				Jun-19
	35	Fence Repair	$2,000.00				Jun-19
	40	Vegetation Control - Chemical	$2,000.00				Jun-19
	45	Vegetation Control - Mechanical	$5,000.00				Jun-19
FA	50	Maintain Access Road	$5,000.00				Jun-19
FA	55	Clean & Inspect Inlet/Outlet Structures	$8,000.00				Jun-19
FA	60	Repair Inlet/Outlet Structures	$8,000.00				Jun-19
	65	Clean Storm Sewer Lines	$2,000.00				Jun-19
FA	70	Storm Sewer Repair	$10,000.00				Jun-19
FA	75	Clean/Flush Culverts & Bridges	$1,000.00				Jun-19
FA	80	Miscellaneous Work Activities	$2,000.00				Jun-19
FA	85	Engineering	$5,000.00				Jun-19
		TOTALS	$100,000.00	$0.00	$0.00	0.0%	

Delays or Problem Areas:

Work completed during prior Fiscal Year:

Removed sediment from Oakey DB and Meadows DB. Repaired spillway erosions at Oakey DB. Vegetation control and repair spalling in the spillway in the Meadows DB. Routine maintenance work activities.

Work to be completed during current Fiscal Year:

Continue to repair and clean storm drain facilites. Remove sediment and vegetation from the detention basins. Repair embankment erosions in the detention basins. Routine maintenance work activities.

Consultant/Contractor: N/A

Project Manager: Oh Sang Kwon, P.E./Matthew Meyer, P.E. Phone Number: 702-229-6541

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REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2018-19

MWP Facility #: LV56

Facility Name: Washington Ave/Las Vegas Creek System

MP Facility ID: LCLT 0000 - 0034, WAPR 0000 - 0132, FWRR 0000-0010 FWUP 0000 - 0100, LVWH 0086 - 0484, FWR2 0000-0020 FW15 0000 - 0301, FWOK 0000 - 0100, FWWL 0000, FWCH 0000 - 0060, FWSH 0000, LCCH 0513 - 0543, LCLO 0000 - 0054, WAGC 0000 - 0060, CHRA 0000 - 0014

Entity: City of Las Vegas

Date Prepared: 4/1/2018

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date *
FA	03	Facility Assessment and Inventory	$10,000.00				Jun-19
FA	05	Inspect Channels	$10,000.00				Jun-19
	06	Inspect Levees/Detention and Debris Basins	$2,000.00				Jun-19
	08	Species Survey and Removal					
FA	10	Clean and Reshape Channels/Levees	$60,000.00				Jun-19
FA	15	Repair Lined Channel	$50,000.00				Jun-19
	20	Erosion Control and Repair	$5,000.00				Jun-19
	21	Provide/Maintain Dust Control					
	25	Clean Detention Debris Basins	$10,000.00				Jun-19
	35	Fence Repair	$5,000.00				Jun-19
	40	Vegetation Control - Chemical	$2,000.00				Jun-19
	45	Vegetation Control - Mechanical	$2,000.00				Jun-19
	50	Maintain Access Road	$1,000.00				Jun-19
FA	55	Clean & Inspect Inlet/Outlet Structures	$20,000.00				Jun-19
FA	60	Repair Inlet/Outlet Structures	$5,000.00				Jun-19
FA	65	Clean Storm Sewer Lines	$15,000.00				Jun-19
FA	70	Storm Sewer Repair	$10,000.00				Jun-19
FA	75	Clean/Flush Culverts & Bridges	$5,000.00				Jun-19
FA	80	Miscellaneous Work Activities	$5,000.00				Jun-19
FA	85	Engineering	$8,000.00				Jun-19
		TOTALS	$225,000.00	$0.00	$0.00	0.0%	

Delays or Problem Areas:

Work completed during prior Fiscal Year:

Removed and cleared vegetation from the Rainbow Detention Basins. Fixed embankment erosion in the detention basin. Removed sediments and cleared vegetation from the Freeway Channel openings along I-15 and Veterans Memorial Drive. Routine maintenance work activities.

Work to be completed during current Fiscal Year:

Perform repair and cleaning of storm drain facilities. Remove sediments and clear vegetation from the Freeway Channel openings along I-15 and Veterans Memorial Drive. Clean Las Vegas Creek Channel. Routine maintenance work activities.

Consultant/Contractor: N/A

Project Manager: Oh Sang Kwon, P.E./Matthew Meyer, P.E. Phone Number: 702-229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2018-19

MWP Facility #: LV57
Facility Name: US95/OuterBeltway/Ann Road System
MP Facility ID: RCHO 0000 - 0071, ANWE 0127 - 0385, CNWE 0020-0314
RCHB 0171 - 0275, RCHB 0120, RCHB 0000-0083, RCBC 0000-0140
EKDB 0000 - 0070, GOAN 0000 - 0061, GOAN 0065-0127
CNGT 0000 - 0247, CNKC 0000 - 0024, LVMD 2324 - 2789
EKHU 0000 - 0023, BCHU 0000 - 0054, ANRB 0000
MSNV 0000, LVMJ 0000-0100, LVDE 0000-0027
CN95 0199 - 0333, EKBU 0000, LVMD 3313-3316
RACO 0000-0064, BRDB 0000-0043, TSDB 0000-0012

Entity: City of Las Vegas
Date Prepared: 4/1/2018

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date
FA	03	Facility Assessment and Inventory	$10,000.00				Jun-19
	05	Inspect Channels	$5,000.00				Jun-19
	06	Inspect Levees/Detention and Debris Basins	$5,000.00				Jun-19
	08	Species Survey and Removal	$2,000.00				Jun-19
	10	Clean and Reshape Channels/Levees	$5,000.00				Jun-19
FA	15	Repair Lined Channel	$50,000.00				Jun-19
FA	20	Erosion Control and Repair	$105,000.00				Jun-19
FA	21	Provide/Maintain Dust Control	$50,000.00				Jun-19
FA	25	Clean Detention Debris Basins	$400,000.00				Jun-19
FA	35	Fence Repair	$20,000.00				Jun-19
	40	Vegetation Control - Chemical	$5,000.00				Jun-19
	45	Vegetation Control - Mechanical	$5,000.00				Jun-19
FA	50	Maintain Access Road	$50,000.00				Jun-19
FA	55	Clean & Inspect Inlet/Outlet Structures	$20,000.00				Jun-19
FA	60	Repair Inlet/Outlet Structures	$100,000.00				Jun-19
FA	65	Clean Storm Sewer Lines	$20,000.00				Jun-19
FA	70	Storm Sewer Repair	$20,000.00				Jun-19
FA	75	Clean/Flush Culverts & Bridges	$10,000.00				Jun-19
FA	80	Miscellaneous Work Activities	$10,000.00				Jun-19
FA	85	Engineering	$8,000.00				Jun-19
		TOTALS	$900,000.00	$0.00	$0.00	0.0%	

Delays or Problem Areas:

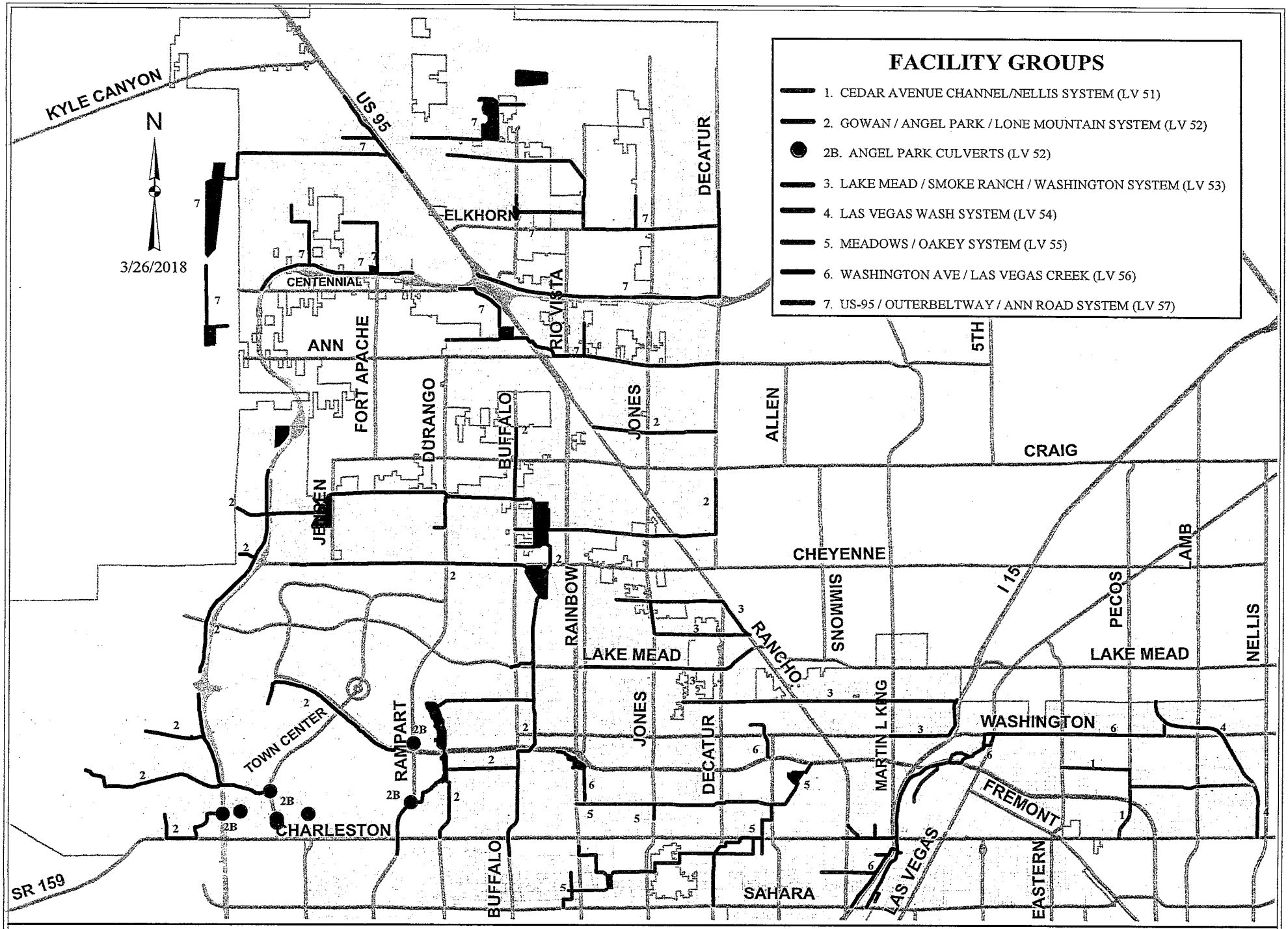
Work completed during prior Fiscal Year:

Removed debris, sediment, and vegetation control in verious detention basins. Provided maintenance access road to the inlets and outlets of the Elkhorn Springs Detention Basin. Repaired embankment erosion in Floyd Lamb DB. Routine maintenance work activities.

Work to be completed during current Fiscal Year:

Sediment and vegetation removal from the detention basins. Repair damaged control of access. Address State Dam Safety repair request. Inspect and repair CC215 Channel. Routine maintenance work activities.

Consultant/Contractor: N/A
Project Manager: Oh Sang Kwon, P.E./Matthew Meyer, P.E. Phone Number: 702-229-6541



OPERATION AND MAINTENANCE PROJECTS

EXHIBIT B

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City of Las Vegas Agenda Item No.: **28.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: PUBLIC WORKS
DIRECTOR: MIKE JANSSEN ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Sewer Over-Sizing Refunding Agreement between the City of Las Vegas and Touchstone Living, Inc. for the installation of an oversized sewer in Washburn Road ($90,300 - Sanitation Fund) - Clark County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $90,300
Funding Source: City of Las Vegas Sanitation
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
This Sewer Over-Sizing Refunding Agreement will provide reimbursement to Touchstone Living, Inc. for the installation of an oversized sewer (upsizing from 8 to 24 inches) in Washburn Road for approximately 960 feet west of Tee Pee Lane (Exhibit A). Exhibit B specifies a reimbursable amount up to a maximum of $90,300 as determined by the lowest cost differential between the base and oversize design from three sealed bids received by the City of Las Vegas. The amount of reimbursement is limited to actual costs paid by the developer for construction.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Sewer Over-Sizing Refunding Agreement
2. Exhibit A
3. Exhibit B

SEWER OVER-SIZING REFUNDING AGREEMENT

THIS SEWER OVER-SIZING REFUNDING AGREEMENT, made and entered into this _____ day of_____, year, by and between the CITY OF LAS VEGAS, a Nevada municipal corporation (the "**City**"), and TOUCHSTONE LIVING, INC., a Nevada corporation (the "**Developer**"). The City and the Developer are sometimes collectively referred to herein as the "**Parties**".

RECITALS

WHEREAS, the City is the governmental entity to which is delegated the responsibility of providing sewer service to persons who reside within its corporate boundaries; and

WHEREAS, the limited financial resources of the City prevent the immediate expansion of its municipal sewer system to accommodate development; and

WHEREAS, the City's Municipal Code permits the expansion of such municipal sewer system through the use of private funds at the discretion of the City; and

WHEREAS, said Code further provides that the City may reimburse a developer constructs, at the request of the City, a sewer trunk line of a size which is in excess of the size that would otherwise be required to serve its development for a portion of the costs which such developer incurs in constructing such over-sized sewer trunk line, or both; and

WHEREAS, the Developer is engaged in the development of that certain parcel of real property which is known as South Grand Canyon Drive and West Rosada Way (the "**Development**"), which Development has been approved by the City; and

WHEREAS, the City and Developer have entered into that certain Off-Site Improvement Agreement that provides for the installation by the Developer of off-site improvements (the "**Improvements**") and for performance security in order to secure the faithful performance of all of the terms, conditions and covenants under the Off-Site Improvement Agreement (the "**Performance Security**"); and

WHEREAS, it is the intent of the Parties hereto to provide for the following:

As part of the Improvements, the construction and installation of such extension at a size which is in excess of the size that would otherwise be required to serve the Development (the "**Sewer Project**"); and

The reimbursement to the Developer of (i) that portion of the costs of the entire Sewer Project that are attributable to constructing and installing it at a size which is in excess of the size that would otherwise be required to serve the Development.

NOW, THEREFORE, for and in consideration of the premises and of the mutual promises and agreements which are hereinafter set forth, the Parties hereto agree as follows:

SECTION I-DEFINITIONS

"*Development*" shall have the meaning set forth in the fifth Recital.

"*Improvements*" shall have the meaning set forth in the sixth Recital.

"*Off-Site Improvement Agreement*" means an agreement between the City and the Developer obligating the Developer and successor owners of the parcel(s) to install improvements that are defined by approved off-site improvement plans and the approved performance bond estimate.

"*Over-Sizing*" means the difference between the diameter of the Sewer Project, had the Sewer Project been constructed and installed at the size which would otherwise be required to serve the Development, and the diameter of the Sewer Project, at the request of the City, that is actually constructed and installed.

"*Plans and Specifications*" means the engineering designs, drawings and specifications which give a detailed description of the complete construction and installation of the Sewer Project, including the over-sizing, which plans and specifications have heretofore been submitted to, and approved by, the City. Copies of the plans and specifications are on file with the City's Department of Public Works.

"*Sewer Project*" shall have the meaning set forth in the seventh Recital.

"*Uniform Standard Specifications*" means those publications entitled, "Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition" adopted by the City of Las Vegas, June 16, 1993, and "Design and Construction Standards for Wastewater Collection Systems, 1991" adopted by the City of Las Vegas, August 21, 1991. The Plans and Specifications shall conform to the most recent edition of the aforementioned publications.

SECTION II—OBLIGATIONS OF DEVELOPER

1. COVENANT OF INSTALLATION.

A. The Developer hereby agrees to construct and install the entire Sewer Project, in accordance with the plans and specifications, at its sole cost and expense, subject to the right of the City to designate the type of appurtenances and any other relevant matter which it considers is necessary for the construction of its municipal sewer system provided, however, that the City agrees to reimburse the Developer (i)) for the costs which the Developer incurs in the over-sizing as provided herein. In this connection, it is acknowledged that the limits of the Sewer Project are designated on **Exhibit "A"** which is attached hereto and by this reference made a part hereof.

B. The Sewer Project shall include all materials and equipment, such as sewer lines, manholes, lateral stub-outs and other appurtenances which are constructed and installed between the boundary of the Development which is nearest to the terminal point of the City's existing sewer system and such terminal point as is more particularly shown on **Exhibit "A"**.

C. The Developer agrees to perform all survey and design work which is necessary for the construction and installation of the Sewer Project, in accordance with the plans and specifications, at its sole cost and expense without any right of reimbursement from the City.

2. BASIS FOR ESTIMATED COSTS.

A. It is acknowledged that the estimated costs for which the Developer is entitled to reimbursement for constructing and installing the over-sizing which are provided for in Section IV hereof are based upon written bids for the installation of the Sewer Project which the Developer has obtained from at least three (3) contractors who are duly licensed by the State of Nevada and are acceptable to the City. The City may waive the requirement of written bids if good cause for such waiver is shown by the Developer, in which event the estimated costs of the over-sizing will be established in a manner which is mutually acceptable to the City and to the Developer.

3. INSTALLATION STANDARDS.

A. The Developer agrees that the Sewer Project will be installed in a good and workmanlike manner according to the plans and specifications, the Uniform Standard Specifications and the Design and Construction Standards for Wastewater Collection Systems.

SECTION III—RIGHT OF REIMBURSEMENT

1. It is understood and agreed by the Parties hereto that the Developer shall be reimbursed for the costs which it incurs in constructing and installing the Sewer Project, subject to the limitations which are contained in Section VII hereof. It is specifically understood, however, that all of the costs and expenses of installing a sewer system within the Development are the sole responsibility of the Developer without any right of reimbursement from the City.

SECTION IV— COSTS OF OVER-SIZING AND AMOUNT REFUNDABLE

1. It is agreed by the Parties hereto that the costs of the construction and installation of the over-sizing which are subject to reimbursement under the terms of this Agreement have been determined pursuant to the calculations set forth on **Exhibit "B"** which is attached hereto and by this reference made a part hereof.

2. It is acknowledged that the estimated costs of the construction and installation of the extension and the over-sizing which are set forth on **Exhibit "B"** are based upon estimates which have been obtained by the Developer and approved by the City and represent, subject to the limitations which are contained in Section VII hereof, the maximum amount to which the Developer will be entitled to reimbursement for the construction and installation of the Sewer Project. All other costs and expenses which the Developer incurs in connection with the Sewer Project shall be the responsibility of the Developer. Additionally, if the actual costs of the construction and installation of the extension are less than the estimated costs thereof, the Developer shall be entitled to reimbursement only for such actual costs, subject to the limitations which are contained in Section VII hereof.

SECTION V—OBLIGATIONS OF CITY

1. The City will reimburse the Developer, within thirty (30) calendar days after the City's acceptance of the Sewer Project, for that portion of the costs thereof which are attributable to the over-sizing, as the same is determined in accordance with Section IV above. The City's acceptance of the Sewer Project shall not (i) relieve the Developer of any obligation under the Off-Site Improvement Agreement; (ii) relieve the Developer of the obligation to maintain the Sewer Project until final acceptance of all Improvements; and (iii) obligate the City to release, in part or in full, the Performance Security until final acceptance of all Improvements.

2. As a condition precedent to any such reimbursement, the Developer must submit to the City a written request for payment, a statement of completion that the Sewer Project was constructed pursuant to the approved plans and specifications, a lien release from the Developer's contractor(s) and materials suppliers for all materials and labor, a statement from all subcontractors affirming that they have received payment in full, an itemized invoice reflecting actual costs paid and a bill of sale transferring the ownership of the sewer line and appurtenances to the City.

3. The City agrees, by its final acceptance of the Improvements and completion by Developer of all obligations under the Off-Site Improvement Agreement, to be responsible for the operation and maintenance thereof, except as is otherwise provided in Section X hereof which pertains to repairs that are necessitated by any defective material or faulty workmanship in the construction and installation of the Sewer Project or the faulty design thereof.

SECTION VI—TIME OF PERFORMANCE

1. This Agreement shall become effective upon the execution hereof and the right of the Developer to reimbursement hereunder shall cease and terminate with respect to the over-sizing, when the Developer has received full reimbursement of the costs which are incurred therefor.

SECTION VII—LIMITATION ON AMOUNT OF REIMBURSEMENT

1. The right of reimbursement for the over-sizing shall be limited to the estimated costs of the over-sizing which are set forth on Exhibit "B" or the actual direct costs which are attributable to the over-sizing, whichever is the lesser.

SECTION VIII—GUARANTEE OF RIGHT OF ACCESS

1. In order to guarantee that the City will have access to any and all portions of the Sewer Project for the purpose of maintaining and repairing the same, the Developer hereby agrees that:

A. Except as is otherwise provided in Paragraph 3 hereof the Developer will dedicate to the City an easement over and across, or fee title to, as requested by the City, a strip of land which is a minimum of twenty (20) feet in width, extending the length of the Sewer Project, and which contains the Sewer Project;

B. If the Sewer Project is installed on privately owned lands, other than lands which are owned by the Developer, the Developer will obtain and dedicate to the City an easement over and across, or fee title to, as requested by the City, a strip of land which is a minimum of twenty (20) feet in width, extending the length of the Sewer Project, and which contains the Sewer Project;

C. If the land in which the Sewer Project is installed will become part of a street which will be dedicated for public use, as a part of the Development, the right of access shall be included in the dedication of that street; and

D. Any such dedication shall provide therein that no building, structure, tree, shrub or other improvement or obstacle may be placed in or near the area which is dedicated thereby in such a manner as to interfere with the use of such strip of land in accordance with the provisions hereof, and any easement which is conveyed to the City shall additionally provide for the right of the City to operate, maintain, repair, replace or relocate the Sewer Project or to alter the size, number of pipelines or other appurtenances which are installed therein.

SECTION IX—RIGHT OF INSPECTION

1. The City shall have the right, but not the obligation, at any time and from time to time to inspect the construction and installation of any part of the Sewer Project. The Developer agrees that any inspection of the installation of the Sewer Project which is conducted by the City hereunder or the City's subsequent acceptance of the Sewer Project shall not relieve or release the Developer from its responsibility to correct any defective material or faulty workmanship, or both, in the construction and installation of the Sewer Project or any problem which results from the negligent design thereof as provided in Section X hereof.

SECTION X—CORRECTION OF DEFECTIVE MATERIALS, FAULTY WORKMANSHIP AND NEGLIGENT DESIGN

1. The Developer hereby accepts full responsibility for the quality of the materials and workmanship in the construction and installation of the Sewer Project and for the design thereof and covenants and

agrees, for a period of one (1) year after the City's final acceptance of the Improvements and upon notification by the City, to correct any defective material or faulty workmanship, or both, in the construction and installation of the Sewer Project and any problem which results from the negligent design of the Sewer Project. In the event that the Developer fails or refuses to make any such correction, the City shall have the right, but not the obligation, to repair the Sewer Project and the Developer hereby agrees to reimburse the City for the costs which it incurs in so doing.

SECTION XI—INDEMNITY

1. Notwithstanding any of the insurance requirements hereinabove set forth or limits of liability set forth therein, Developer shall protect, indemnify and hold harmless the City, its officers and employees from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the City, its officer or employees may suffer, or which may be sought against, recovered from or obtainable against the City, its officers or employees as a result of, by reason of, or arising out of the negligent acts or omissions of the Developer, its subcontractors, or agents or anyone employed by the Developer or its subcontractors or agents, in fulfillment or performance of the terms, conditions or covenants of this Agreement.

2. It is expressly agreed that the City and the Developer shall each initially pay their respective costs in defending themselves in any and all suits or actions which may be brought against them, their officers or employees because of, or by reason of, the negligent act or omission of either of them unless such suit or action is defended on their behalf by the Sewer Project contractor. However, the Parties hereto agree that in the event the suit or action is reduced to judgment then the cost of such defense shall be ultimately divided or distributed between the Parties in the following manner:

A. An adjudication by the court or trier of fact that neither the City nor the Developer is responsible or liable for the plaintiffs' injuries or damages, then each party shall bear its own costs and expenses of litigation.

B. An adjudication by the court or trier of fact that the Developer is solely or partly responsible and liable for the plaintiffs' injuries or damages while the City is relieved of any responsibility and liability, then the Developer shall reimburse the City for all of its costs and expenses of litigation;

C. An adjudication by the court or trier of fact that the City is solely or partly responsible for the plaintiffs' injuries or damages while the Developer is relieved of any responsibility and liability, then the City shall reimburse the Developer for its costs and expenses of the litigation;

D. An adjudication by the court or trier of fact which determines responsibility and liability on a comparative basis between the Parties, then the City and the Developer shall share in the total costs and expenses of litigation in that amount determined by multiplying the total percentage of fault or liability attributable to the respective Parties by the total costs and expenses of litigation.

E. In the event that the suit or action is settled between the litigants, each party shall be responsible for all of its costs and expenses of litigation, unless the settlement agreement provides otherwise.

SECTION XII—OWNERSHIP OF SEWER PROJECT

1. Upon the completion of the Sewer Project, and as a condition precedent to the acceptance thereof by the City, the Developer agrees to furnish to the City a good and sufficient Bill of Sale which (i) includes all of the sewer lines and appurtenances which are components of the Sewer Project, (ii) attests

to the fact that all of such components are free and clear of all liens and other encumbrances and (iii) conveys to the City all right, title and interest in and to the Sewer Project.

2. It is understood and agreed that the Sewer Project shall thereafter, upon its acceptance by the City, become and remain the exclusive property of the City.

SECTION XIII—RIGHT OF TERMINATION

1. Except for the obligation of the City which is provided for in Subsection B of this Section XIII, the City shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice to the Developer. Such notice shall be deemed to have been given on the date on which it is delivered in person to a representative of the Developer or is deposited with the United States Postal Service, postage prepaid and certified - return receipt requested, and addressed to the Developer at 9205 W. Russell Road Suite 235, Las Vegas, Nevada 89148 or such other address as the Developer may hereafter, from time to time, designate to the City in writing.

2. Any funds which have been expended by or on behalf of the Developer for the construction and installation of the Sewer Project as of the date of the Developer's receipt of such written notice shall be reimbursed to the Developer as hereinabove provided.

SECTION XIV—ASSIGNMENT

1. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors, legal representatives, and assigns.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

By: _____
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

John S. Ridilla
Deputy City Attorney

By: John S. Ridilla 4/26/18
Deputy City Attorney Date

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SEWER OVER-SIZING REFUNDING AGREEMENT

Signature Page (continued)

TOUCHSTONE LIVING, INC.

By: _____

Name: Dustin Manning

Title: Vice President of Land

EXHIBIT A

SEWER PROJECT

[SEE ATTACHED]



CITY OF LAS VEGAS NEVADA

Public Works

EXHIBIT A

Grand Canyon and Rosada Oversizing Agreement

Oversizing Limits

N W E S

0 60 120 240 360 480 Feet

EXHIBIT B

SEWER PROJECT COST ESTIMATE

[SEE ATTACHED]

EXHIBIT "B"
COST OF CONSTRUCTION

1. Developer: Touchstone Living
   9205 W Russell Road, Suite 235
   Las Vegas, NV 89148

2. Development: Grand Canyon and Rosada

3. Engineer: GCW
   1565 S Rainbow Blvd
   Las Vegas, NV 89146

4. Basis for Over-sizing Costs - Prices for the over-sizing portion of this agreement are based upon the lowest cost differential as submitted by:

   Meadow Valley Contractors, Inc.
   4615 N Lamb Blvd, Suite A
   Las Vegas, NV 89115

Over-sizing Portion of the Project - 8-inch to 24-inch

24" PVC Sewer	LF	960	$125.00	$120,000.00
72" Manholes	EA	3	$12,700.00	$38,100.00
	Total Over-Size Item Costs			$158,100.00

Project Costs without Over-sizing

8" PVC Sewer	LF	960	$57.00	$54,720.00
48" Manholes	EA	3	$4,360.00	$13,080.00
	Total Costs without Over-Sizing			$67,800.00

Pipe Oversizing Reimbursable Amount $90,300.00

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: PUBLIC WORKS
DIRECTOR: MIKE JANSSEN ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Supplemental Interlocal Contract No. 7 - 501g between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to June 30, 2025 for Sheep Mountain Parkway Corridor Study - Ward 6 (Fiore)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The RTC has entered into interlocal contract and supplemental interlocal contracts with the City of Las Vegas for the environmental assessment and preliminary design for improvements to Sheep Mountain Parkway Corridor. This Supplemental Interlocal Contract No. 7 will extend the project completion date to June 30, 2025. The RTC approved this contract at their June 14, 2018 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 7 - 501g

DocuSign Envelope ID: 3C2BAC8A-4B18-498C-9F0A-ABDAD1E95CD6

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 7
SHEEP MOUNTAIN PARKWAY CORRIDOR STUDY

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 7 made and entered into this 14th day of June, 2018, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC."

W I T N E S S E T H

WHEREAS, the RTC approved an Interlocal Contract dated May 19, 2005 and supplemental interlocal contracts dated December 14, 2006, June 14, 2007, June 12, 2008, April 9, 2009, May 19, 2011 and June 11, 2015 for improvements to Sheep Mountain Parkway Corridor, hereinafter referred to as "PROJECT," located wholly within the City of Las Vegas; and

WHEREAS, the RTC previously granted "Authorization to Proceed" for engineering and right-of-way for the PROJECT; and

WHEREAS, the CITY wishes to extend the PROJECT completion date; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION III: GENERAL; paragraph 6 shall be revised to read as follows:

7. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2025. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

The remainder of the Interlocal Contract dated May 19, 2005 and supplemental interlocal contracts dated December 14, 2006, June 14, 2007, June 12, 2008, April 9, 2009, May 19, 2011 and June 11, 2015, shall remain unchanged.

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DocuSign Envelope ID: 3C2BAC8A-4B18-498C-9F0A-ABDAD1E95CD6

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 7 is effective as of the date first set forth above.

Date of Commission Action:

June 14, 2018

REGIONAL TRANSPORTATION COMMISSION

BY: DocuSigned by: Lawrence L. Brown III 9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

Attest:

DocuSigned by: Kelly Backman A04BED2D3B56401...

KELLY BACKMAN, Executive Secretary

Approved as to Form:

DocuSigned by: Greg Gilbert 0E6EC22BB31D4A3...

GREG GILBERT, Outside General Counsel, RTC

Date of Council Action:

CITY OF LAS VEGAS

BY: _____

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

John S. Ridilla
Deputy City Attorney

John S. Ridilla 6/26/18

Deputy City Attorney Date

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: PUBLIC WORKS
DIRECTOR: MIKE JANSSEN ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Supplemental Interlocal Contract No. 6 - 462f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to reallocate total project funding within the contract and extend project completion date to June 30, 2025 for the Sheep Mountain Parkway, CC215 to Kyle Canyon Road project - Ward 6 (Fiore)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an interlocal contract and supplemental interlocal contracts with the RTC for the Sheep Mountain Parkway,CC215 to Kyle Canyon Road project. This Supplemental Interlocal Contract No. 6 will reallocate total project funding for engineering and right-of-way, and it will extend the project completion date to June 30, 2025. Total funding for the project remains at $6,612,000 from Question 10 funds. The RTC approved this contract at their June 14, 2018 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 6 - 462f

DocuSign Envelope ID: 3C2BAC8A-4B18-498C-9F0A-ABDAD1E95CD6

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 6
SHEEP MOUNTAIN PARKWAY, CC15 TO KYLE CANYON ROAD

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 6 made and entered into this 14th day of June, 2018, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC."

W I T N E S S E T H

WHEREAS, the RTC approved an Interlocal Contract dated February 12, 2004 and supplemental interlocal contracts dated July 13, 2006, July 12, 2007, May 19, 2011, April 9, 2015 and June 8, 2017 for improvements to Sheep Mountain Parkway, CC215 to Kyle Canyon Road, hereinafter referred to as "PROJECT," located wholly within the CITY; and

WHEREAS, the RTC previously granted "Authorization to Proceed" for engineering and right-of-way for the PROJECT; and

WHEREAS, the CITY wishes to reallocate total PROJECT funding; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the Parties agree to proceed as follows:

SECTION II: PROJECT COSTS; shall be revised to read as follows:

The RTC agrees to provide funding from Question 10 funds for all costs associated with the PROJECT in accordance to the current Policies and Procedures, incorporated herein by reference and as outlined below:

1. The total cost for this contract shall not exceed $6,612,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $3,233,600.00
    b. RIGHT-OF-WAY not to exceed $3,343,200.00
    c. RIGHT-OF-WAY OTHER not to exceed $35,2000.00
    d. CONSTRUCTION not to exceed $0.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL; paragraph 6 shall be revised to read as follows:

7. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2025. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

DocuSign Envelope ID: 3C2BAC8A-4B18-498C-9F0A-ABDAD1E95CD6

The remainder of the Interlocal Contract dated February 12, 2004 and supplemental interlocal contracts dated July 13, 2006, July 12, 2007, May 19, 2011, April 9, 2015 and June 8, 2017 shall remain unchanged.

The remainder of this page is left intentionally blank.

DocuSign Envelope ID: 3C2BAC8A-4B18-498C-9F0A-ABDAD1E95CD6

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 6 is effective as of the date first set forth above.

Date of Commission Action:

June 14, 2018

REGIONAL TRANSPORTATION COMMISSION

BY: DocuSigned by: Lawrence L. Brown III 9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

Attest:

DocuSigned by: Kelly Backman A04BED2D3B56401...

KELLY BACKMAN, Executive Secretary

Approved as to Form:

DocuSigned by: Greg Gilbert 0E6FC22BB31D4A3...

GREG GILBERT, Outside General Counsel, RTC

Date of Council Action:

CITY OF LAS VEGAS

BY: _____

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

John S. Ridilla
Deputy City Attorney

John S. Ridilla 6/20/18

Deputy City Attorney Date

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: YOUTH DEVELOPMENT AND SOCIAL INNOVATION
DIRECTOR: LISA MORRIS HIBBLER ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-40-2018 - For possible action to approve a Resolution of the Las Vegas City Council, pursuant to NRS 268, declaring that it is in the best interest of the City of Las Vegas (City) to lease City-owned real property and improvements located at 700 Twin Lakes Drive to Acelero Learning Clark County for less than market value - Ward 5 (Crear) [NOTE: This item is related to Operations and Maintenance Item 15]

Fiscal Impact

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

PURPOSE/BACKGROUND:
Acelero Learning Clark County (Acelero) is an authorized Head Start provider in Las Vegas and was selected by the City to operate Head Start program services at a portion of the premises. The lease will promote economic development in the City through establishment of enhanced quasi-public education services within the City. The City desires to lease 2,449 square feet of the building improvements and to authorize the use of shared outdoor space at the premises at the below market rate for a total rent of $2,800 per month to facilitate the Head Start program.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-40-2018

RESOLUTION NO. R-40-2018

A RESOLUTION OF THE LAS VEGAS CITY COUNCIL PURSUANT TO NRS 268 DECLARING THAT IT IS IN THE BEST INTEREST OF THE CITY TO LEASE CITY OWNED REAL PROPERTY AND IMPROVEMENTS LOCATED AT 700 TWIN LAKES DRIVE TO ACELERO LEARNING CLARK COUNTY FOR LESS THAN MARKET VALUE AND OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the City of Las Vegas (the "**City**") is the fee simple owner of the real property and building improvements located on Assessor Parcel Number 139-29-301-003 and addressed as 700 Twin Lakes Drive (collectively, the real property and building improvements are referred to herein as the "**Premises**") located in Las Vegas, Clark County, Nevada; and

WHEREAS, the City completed a public work to rehabilitate the building improvements to provide educational services; and

WHEREAS, Variety Early Learning Center currently occupies a portion of the building improvements; and

WHEREAS, Acelero Learning Clark County is an authorized Head Start provider in Las Vegas and was selected by the City to operate Head Start program services at a portion of the Premises; and

WHEREAS, the lease of a portion of the Premises to Acelero will promote economic development in the City through the establishment of enhanced quasi-public education services within the City; and

WHEREAS, the City desires to lease 2,449 square feet of the building improvements and to authorize the use of shared outdoor space at the Premises at the below market rate for a total monthly rent of $2,800 to facilitate the Head Start program operations.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Las Vegas City Council hereby finds and determines that:

1. It is in the best interest of the public to lease the Premises to Acelero Learning Clark County 2,449 square feet of the building improvements and authorize the use of shared space at the Premises for a total monthly rent of $2,800 pursuant to NRS 268.063.

2. The Real Estate Administrator is hereby authorized and directed to prepare the necessary documents for the lease of the Premises to Acelero Learning Clark County and the Mayor of the City is hereby authorized to execute the necessary documents thereof.

PASSED, ADOPTED, AND APPROVED by the Las Vegas City Council this _____ day of _____, 2018.

CITY OF LAS VEGAS

By:_____
Carolyn G. Goodman, Mayor

ATTEST:

By:_____
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla 7/17/18
John S. Ridilla Date
Deputy City Attorney

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: COMMUNITY SERVICES
DIRECTOR: KATHI THOMAS-GIBSON, ACTING DIRECTOR ☒**Consent** ☐**Discussion**

SUBJECT:
RESOLUTIONS:

R-41-2018 - For possible action to approve a Resolution regarding the 2017 Private Activity Bond (PAB) program, which reserves a total of $33,360,634.16 and directs the State Department of Business and Industry to assign $33,360,634.16 for the State Housing Division's homeownership programs within the City of Las Vegas - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City receives an annual Private Activity Bond (PAB) Volume Cap allocation from the State of Nevada Department of Business and Industry. Distribution of the City's PAB Volume Cap requires City Council action, which will be completed before September 1, 2018 to prevent reversion of the Volume Cap to Nevada Department of Business and Industry for use at its discretion. This resolution reserves $33,360,634.16 for use by the State Housing Division to fund homeownership programs that provide mortgage assistance for the purchase of homes to be owned and occupied by Las Vegas residents.

RECOMMENDATION:
Staff recommends that the City Council approve the Resolution and authorizes the Mayor to sign any and all related documents following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Resolution No. R-41-2018

RESOLUTION NO. R- 41 -2018

WHEREAS, pursuant to the provisions of Ch. 348A of Nevada Revised Statutes and Ch. 348A of the Nevada Administrative Code ("NAC"), the City of Las Vegas, Nevada (the "City"), has been allocated tax-exempt private activity bond volume cap for calendar year 2018 in the amount of $33,360,634.16 (the "Volume Cap"); and

WHEREAS the City desires to transfer and allocate the Volume Cap; and

WHEREAS the City desires to prevent the Volume Cap from reverting to the State with the adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. The City hereby transfers all of the Volume Cap to the Director (the "Director") of the Department of Business and Industry (the "Department") of the State of Nevada (the "State") with a request that the Director transfer all of the Volume Cap to the Housing Division (the "Division") of the Department, $33,360,634.16 of which is to be used for the purpose of providing assistance to the Division's homeownership programs for owner occupied housing in Las Vegas, through bonds issued to provide mortgage loans for, and mortgage credit certificates ("MCCs") issued to provide mortgage assistance for, homes to be owned by residents of the City of Las Vegas.

Section 2. Pursuant to Section 348A.220 of NAC, the City hereby certifies that it has used $-0- of its allocation for calendar year 2018, and that it intends to use (by the transfer as herein provided) all of the Volume Cap.

Section 3. Pursuant to Ch. 348A of NRS, the Director of the Department may communicate regarding this Resolution with Pat Petrie of the City by telephone at (702) 229-6681 or e-mail, at PPetrie@LasVegasNevada.gov, or by mail at Pat Petrie, Office of Community Services, City Hall, 5th Floor, 495 S. Main St., Las Vegas, NV 89101.

Section 4. Nothing in this Resolution obligates the City to issue bonds for any particular project or to grant approvals for a project or constitutes a representation that such bonds will be issued, that such projects will be approved, that any of the City Volume Cap other than the amounts outlined in Section 1 will be made available for any particular project.

Section 5. This Resolution may be amended or repealed at any time by the City at its sole discretion before bonds or MCCs are issued that use the City Volume Cap described herein. After such bonds or MCCs are issued, this Resolution may not be amended or repealed in such a manner as to change the allocation of the City Volume Cap to the bonds or MCCs which have been issued.

Section 6. This Resolution shall be effective upon its passage and approval.

PASSED, ADOPTED AND APPROVED this 15th day of August, 2018.

(SEAL)

_____

Carolyn G. Goodman, Mayor Date:

Attest:

_____

LuAnn B. Holmes, MMC, City Clerk Date: _____

Approved as to form:

Val Steed

Val Steed, Deputy City Attorney Date: 7-2-18

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
RESOLUTIONS:

R-42-2018 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and Abraham Enterprises, LLC (Owner) located at 811 South 6th Street (APN 139-34-410-207), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area 1 Ward 3 (Coffin) [NOTE: This item is related to RDA Item 5 (RA-18-2018)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is related to a Redevelopment item regarding assisting Abraham Enterprises, LLC with the cost of improvements to the property located at 811 South 6th Street (APN 139-34-410-207). Approval will adopt findings that the CVIP Agreement is in compliance with and furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-42-2018
2. Public Purpose Impact Analysis
3. Site Map

RESOLUTION NO. R-42-2018

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND Abraham Enterprises, LLC. ("OWNER") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-34-410-207

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830, and on December 16, 2015, by Ordinance 6448 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and;

WHEREAS, Abraham Enterprises, LLC (the "OWNER") the owner of real property and improvements located at 811 South Sixth Street, and which parcel is commonly known as APN 139-34-410-207 (the "Site"); and

WHEREAS, Abraham Enterprises, LLC (the "CVIP PARTICIPANT") is the owner of the real property located at 811 South Sixth Street, and is undertaking certain exterior improvements to the property or the redevelopment of an underdeveloped property in accordance with the Commercial VIP; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to Abraham Enterprises, LLC for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Owner" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2018.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

M. Sanchez 7-9-18
Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2018, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and Abraham Enterprises, LLC, a Nevada limited liability company (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the Agency administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Facade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's and Tenant's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the property in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Facade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of Twenty-Five Thousand Dollars and 00/100 (**$25,000.00**), and the Owner has provided a 200% matching cash contribution to the Agency's participation to ensure that the Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner desire to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment " 8 " – VIP Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency, Owner does hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 S. Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "parties" hereinafter.

SECTION 3: GRANT OF FACADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the facade improvements, with a not to exceed maximum of Twenty Five Thousand Dollars and 00/100 **($25,000.00)**, for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, facade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner has submitted paid invoices from contractor(s) to the Agency.

b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement, in substantially the form attached hereto as Attachment " 3 " and a Building Facade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project Improvements, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement and the Building Facade Maintenance Agreement to be recorded against the Property promptly after completion of the Project Improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Facade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner hereby agree to maintain the Property, including without limitation the Facade Easement Area and the Project Improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Facade Maintenance Agreement, Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the Owner the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall each pay all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The

Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement to be recorded on the Property

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within thirty (30) days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Facade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. Owner shall complete the improvements within one hundred eighty (180) days of commencement of work. Additional time may be given for completion of the improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site. Owner acknowledges and agrees that Agency has agreed to enter into this Agreement in reliance upon Owner's strict agreement to commence and complete the improvements by the required dates and any failure of Owner to commence and complete the improvements by the required dates will be a material default of Owner under this Agreement giving Agency the right to immediately terminate this Agreement.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.498 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain three (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 8: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to commence and/or complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 9: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 10: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 11: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999,

Owner warrants that they have disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6-A " and Attachment "6-B" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 12: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement ("Event of Default"). In connection with any default of Owner or Agency under this Agreement, the non-defaulting party shall have the right to terminate immediately this Agreement upon written notice to the defaulting party without any cure right for the benefit of the defaulting party. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The non-defaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the non-defaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of an Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, then (i) any obligation of Agency to acquire the Façade easement shall terminate and be null and void and (ii) Owner agrees to return any and all Agency Funds heretofore paid to the Tenant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 13: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 14: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 15: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 16: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 17: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

If to the Agency: City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

If to the Owner: Abraham Enterprises, LLC
Attn.: Alfred J. Abraham
10044 Lago De Coco Avenue
Las Vegas, Nevada 89101

SECTION 18: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 19: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "8" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and Owner.

SECTION 20: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2018 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2018.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ATTEST:

_____
Secretary

OWNER – Abraham Enterprises, LLC

By: _____
Alfred J. Abraham

Its: Managing Member

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "6-A "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "6-B"	DISCLOSURE OF PRINCIPALS – BUSINESS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "8"	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

The South Half (S 1/2) of Lot Six (6), all of Lot Seven (7) and the North Half (N 1/2) of Lot Eight (8) in Block Thirty-One (31) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

Inst #: 20171222-0002167
Fees: $40.00
RPTT: $1989.00 Ex #:
12/22/2017 11:37:30 AM
Receipt #: 3280537
Requestor:
FNTG NCS (LAS VEGAS)
Recorded By: SOV Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN: 139-34-410-207
Affix R.P.T.T. $1,989.00

RECORDING REQUESTED BY:
FIDELITY NATIONAL TITLE
WHEN RECORDED MAIL TO and MAIL TAX STATEMENT TO:
ABRAHAM ENTERPRISES LLC
811 S. 10th Street
Las Vegas NV 89108

ESCROW NO: 42040797-420-MS6

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

Nikolas L. Mastrangelo and Oralia M. Mastrangelo, as Trustees of the Mastrangelo Revocable Living Trust, dated May 8, 2001

in consideration of $10.00 and other valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to

Abraham Enterprises LLC, a Nevada limited liability company

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to:
1. Taxes for the current fiscal year, paid current.
2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness my/our hand(s) this 19th day of December, 2017.

Nikolas L. Mastrangelo and Oralia M. Mastrangelo, as Trustees of the Mastrangelo Revocable Living Trust, dated May 8, 200[illegible]

N.L. Mastrangelo

Nikolas L. Mastrangelo, Trustee

Oralia M. Mastrangelo

Oralia M. Mastrangelo, Trustee

STATE OF NEVADA
COUNTY OF CLARK } ss:

On this December 19, 2017
appeared before me, a Notary Public,
Nikolas L. Mastrangelo
Oralia M. Mastrangelo
personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument, who acknowledged that he/she/they executed the instrument for the purposes therein contained.

BRANDY R. LAKE
NOTARY PUBLIC
CLARK COUNTY, NEVADA
My Commission Expires: 02-23-20
Certificate No: 16-1658-1

Brandy R. Lake

Notary Public

Brandy R. Lake
Exp. 2/23/20
Cert # 16-1658-1

My commission expires: 2/23/20

NOTARY JURAT FOR GRANT, BARGAIN, SALE DEED
FOR ESCROW NO.: 42040797-420MS6

EXHIBIT A

The South Half (S ½) of Lot Six (6), all of Lot Seven (7) and the North Half (N ½) of Lot Eight (8) in Block Thirty-One (31) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

EXHIBIT A
of ATTACHMENT 2

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is located on the east side of Sixth Street as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT

APN: 139-34-410-207

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Abraham Enterprises, LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Facade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that have been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement and shall continue until five (5) years from the date of the recordation of this Façade Easement. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Grantor shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Grantor and Grantee shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

IN WITNESS WHEREOF, Grantor has executed this Facade Easement as of this ____ day of _____, 2018

Abraham Enterprises, LLC

By:_____
Alfred J. Abraham
Its: Managing Member

"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN

Its: Chair

"GRANTEE"

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2018 by Alfred J. Abraham as Managing Member of Abraham Enterprises, LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 201 by Carolyn G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The South Half (S 1/2) of Lot Six (6), all of Lot Seven (7) and the North Half (N 1/2) of Lot Eight (8) in Block Thirty-One (31) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is located on the east side of Sixth Street as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement without further action upon the City of Las Vegas Redevelopment Agency

EXHIBIT C

FORM OF FACADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $25,000.00 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$25,000.00
Anytime during second year:	$20,000.00
Anytime during third year:	$15,000.00
Anytime during fourth year:	$10,000.00
Anytime during fifth year:	$5,000.00
After five full years from recordation of the Facade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FACADE MAINTENANCE AGREEMENT

APN: 139-34-410-207

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2018, between Abraham Enterprises, LLC, a Nevada limited liability company hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 811 South Sixth Street, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 139-34-410-207; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the facades of the property facing the Facade Easement Area: The area consisting of the building face of said building, located on the east side of Sixth Street as described in *"Exhibit A – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent

with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated_____ _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Facade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the facade(s) covered by the Facade Easement, legally described in Exhibit "B" attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Facade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Facade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this Agreement, or as may be otherwise approved by City during the term of this Agreement. Copies of the plans for the Facade Easement Area required to be maintained under this Agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Economic and Urban Development, 495 S. Main Street, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this Agreement to diligently maintain and care for the Facade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this Agreement, or as may be otherwise approved by Agency during the term of this Agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

d) All windows shall be secure, well-sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this Agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
c/o Economic And Urban Development
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: Abraham Enterprises, LLC
Attn.: Alfred J. Abraham
10044 Lago De Coco Avenue
Las Vegas, Nevada 89101

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this Agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this Agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with forty-eight (48) hours advance notice to enter upon the Property subject to this Agreement to perform inspections of the facade improvements or to perform any work authorized by this Agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Facade Easement Deed and execution of this Agreement by both parties, the Agency shall record this Agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the Agreement showing the Recorder's stamp.

This Agreement pertains to that area of the Property covered by the Facade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Facade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this Agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this Agreement resorts to a legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire Agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this Agreement, or not, and stating the amount of any outstanding fees or charges.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

Abraham Enterprises, LLC

By: _____ Date: _____
Name: Alfred J. Abraham
Title: MANAGING MEMBER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2018 by Alfred J. Abraham as Managing Member of Abraham Enterprises, LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2018 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The South Half (S 1/2) of Lot Six (6), all of Lot Seven (7) and the North Half (N 1/2) of Lot Eight (8) in Block Thirty-One (31) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is located on the east side of Sixth Street described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1.	**Rebuild unsafe, unsightly chimney**	**$2,430.00**
2.	**Install new exterior walls**	**$6,880.00**
3.	**Repair stucco & replace bricks**	**$9,920.00**
4.	**Install new doors & reframe doorways**	**$7,540.00**
5.	**Install new windows**	**$8,400.00**
6.	**Apply slurry coat seal**	**$4,560.00**
7.	**Paint carport**	**$3,060.00**
8.	**New front & back doors and ADA-compliant ramp & stairs**	**$4,760.00**
9.	**Concrete for ADA-compliant ramp, foots & slabs**	**$8,040.00**
10.	**Power wash exterior & prepare wood trim at fascia and eaves with caulk and sanding**	**$1,500.00**
11.	**Application of primer & two coast of exterior paint**	**$4,660.00**

TOTAL ESTIMATED PROJECT COSTS	**$61,750.00**
Estimated CVIP Grant	**$25,000.00**

*Note: Items in bold are "Pre-approved Qualified Exterior Improvements".

SCHEDULE OF IMPROVEMENTS

Work will be completed within 180 days of execution of the Agreement.

ATTACHMENT "6-A "

DISCLOSURE OF PRINCIPALS – REAL PROPERTY

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **REAL PROPERTY**

VIP Contracting Entity Information

Corporate Name: Abraham Enterprises LLC

Mailing Address: 10044 Lago De Coco Ave., Las Vegas, NV 89148

Business Phone: 440-364-4619

Tax ID or Social Security Number: 82-2370805

Ownership Interest

Estate in Severalty ✓ Tenancy in Common _____ Joint Tenancy _____

Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all persons/individuals holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Alfred J. Abraham	10044 Lago De Coco Ave. Las Vegas, NV 89148	440-364-4619
(Abraham Enterprises LLC) Managing Member		

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the *number of sheets*: _____

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **REAL PROPERTY**

Alternative Disclosure of Ownership/Principal

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: Alfred J Abraham

Date: 6-16-18

State of Nevada
County of Clark

This instrument was acknowledged before me on

June 16 2018 (date) by

Alfred J Abraham (name of person)

Linda Connors

Notary Public

LINDA CONNORS
Notary Public - State of Nevada
County of Clark
APPT. NO. 12-8862-1
My App. Expires Aug 11, 2021

ATTACHMENT "6-B"

DISCLOSURE OF PRINCIPALS – BUSINESS

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **BUSINESS**

VIP Contracting Entity Information

Corporate Name: Abraham Enterprises, LLC

Mailing Address: 10044 Loja De Coco Ave., Las Vegas, NV 89148

Business Phone: 440-364-4619

Tax ID or Social Security Number: 82-2370805

Type of Business

Sole Proprietor _____ Partnership _____ Limited Liability Company √

Corporation _____

Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all **persons/individuals** holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Alfred J. Abraham, Managing Member, Abraham Enterprises, LLC	10044 Loja De Coco Ave. Las Vegas, NV 89148	440-364-4619

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the *number of sheets*: _____

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **BUSINESS**

Alternative Disclosure of Ownership/Principal

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: Alfred J. Abraham

Date: 6-16-18

State of Nevada
County of Clark

LINDA CONNORS
Notary Public - State of Nevada
County of Clark
APPT. NO. 12-8862-1
My App. Expires Aug 11, 2021

This instrument was acknowledged before me on June 16 2018 (date) by Alfred J Abraham (name of person)

Linda Connors

Notary Public

ATTACHMENT " 7 "

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

VIP PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Alfred J. Abraham, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Abraham Enterprises a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 811 South 6th St. ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.
2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☐
   b. Create jobs or other business opportunities for nearby residents; ☐
   c. Increase local revenues from desirable sources; ☐
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☐
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☑
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐
3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate, or existing businesses to remain within, the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner; ☑ or
   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance; ☐ or
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight; ☐ or
   d. The exterior improvements to the property or business do not have a direct effect on revenues therefore, making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐

VIP PARTICIPANT **AFFIDAVIT & EMPLOYMENT PLAN**

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:
   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. AA (initial) Landlord must verify
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. AA (initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. AA (initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. AA (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family- owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 16th day of June, 2018.

Authorized Signature: Alfred J Abraham

State of Nevada
County of Clark
SIGNED AND SWORN TO before me

this 16 day of June, 2018, by Alfred J Abraham

NOTARY PUBLIC Linda Connors
My Commission Expires: Aug 11 2021

LINDA CONNORS
Notary Public - State of Nevada
County of Clark
APPT. NO. 12-8862-1
My App. Expires Aug 11, 2021

ATTACHMENT "8"

VIP REAL PROPERTY OWNER CONSENT

VIP PARTICIPANT REAL PROPERTY OWNER CONSENT

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Abcahan Enterprises, owner and/or authorized representative of APN# 139-34-410-207 also commonly known as 811 South 6th Street, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by _____, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five-year period.

DATED this 16th day of June, 2018.

Authorized Signature: _____

State of Nevada
County of Clark
SIGNED AND SWORN TO before me

this 16 day of June, 2018, by Alfred J Abraham

NOTARY PUBLIC Linda Connors
My Commission Expires: Aug 11 2021

LINDA CONNORS
Notary Public - State of Nevada
County of Clark
APPT. NO. 12-8862-1
My App. Expires Aug 11, 2021

Public Purpose/Impact Analysis Report
NRS 279.486

City Council/Redevelopment Agency Meeting
August 1, 2018

Title of Project: Commercial Visual Improvement Program

Sponsor/Developer: Abraham Enterprises, LLC

Address Of Project: 811 South 6th Street

Per NRS 279.486 2(a) attach a copy of any contract, memorandum of understanding or other agreement between the agency or the legislative body and any other person relating to the redevelopment project to this report.

Please refer to RDA Resolution as Exhibit A for copy of agreement: CITY OF LAS VEGAS - COMMERCIAL VISUAL IMPROVEMENT AND GRANT OF FAÇADE EASEMENT

Per NRS 279.486 2(b) (1) (I) List the costs of the redevelopment project, including, without limitation, the costs of acquiring any real property, clearance costs, relocation costs, the costs of any improvements which will be paid by the Redevelopment Agency and the amount of the anticipated interest on any bonds issued or sold to finance the project.

N/A

Per NRS 279.486 2(b) (1) (II) What is the estimated current value of the real property interest to be conveyed or leased, determined at its highest and best use permitted under the redevelopment plan?

N/A

Per NRS 279.486 2(b) (1) (III) what is the estimated value of the real property interest to be conveyed or leased, determined at the use and with the conditions, covenants and restrictions, and development costs required by the sale or lease, and the current purchase price or present value of the lease payments which the lessee is required to make during the term of the lease? If the sale price or present value of the total rental amount to be paid to the agency or legislative body is less than the fair market value of the real property interest to be conveyed or leased, determined at the highest and best use permitted under the redevelopment plan, the agency shall provide an explanation of the reason for the difference.

N/A

Per NRS 279.486 2(b) (2) How Does the Redevelopment Project Benefit the Public and Eliminate Blight:

Major upgrades to be made to formerly boarded-up offices to be occupied by a new enterprise. Improvements will be made to the building's façade, courtyard and parking lot. Xeriscaping will also be done.

What is the amount of Private Investment and who is providing it?

Approximately $131,750 - Abraham Enterprises LLC - Owner equity

What is the amount of Public Investment and who is providing it?

Not to Exceed $25,000 by the City of Las Vegas Redevelopment Agency

How many Direct Jobs will be Created? 1 Full-Time Equivalent

How many Indirect Jobs will be Created? N/A Indirect and Induced jobs

How many Direct Jobs will be Retained? N/A

Quantitative Economic Benefits:

$131,750 of labor and material will be expended in the Redevelopment Area during renovations.

Total Direct Economic Impact:

$131,750 in interior and exterior renovations.

Total Indirect Economic Impact:

N/A

Economic Impact Study Performed:	Yes ☐	No ☒
Return on Investment Analysis Performed:	Yes ☐	No ☒

RESOLUTION NO. _____

RESOLUTION FINDING THE PROJECT PROPOSED BY THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND Abraham Enterprises, LLC (AS OWNER) TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE CVIP BY THE AGENCY

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830, and on December 16, 2015, by Ordinance 6448 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and

WHEREAS, Abraham Enterprises, LLC (the "OWNER") is the owner of real property and improvements located at 811 South Sixth Street, and which parcel is commonly known as APN 139-34-410-207 (the "Site"); and

WHEREAS, Abraham Enterprises, LLC (the "CVIP PARTICIPANT") is the owner of the real property located at 811 South Sixth Street and is undertaking certain exterior improvements to the property in accordance with the Commercial VIP; and

WHEREAS, the Agency has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the Governing Body of the Agency has determined that the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to Participant for making physical, visual improvements to the building on the Site, all as more fully set forth in the Agreement, is in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Agency that the Agreement is hereby approved and determined to be in compliance with and in furtherance of the goals and objectives of NRS 279 and the Redevelopment Plan, and the Chairperson of the Governing Board of the Agency is hereby authorized and directed to execute the Agreement for and on behalf of the Agency, and to execute any and all additional documents (including any Attachments to the Agreement) and to perform any additional acts necessary to carry out the intent and purpose of the Agreement.

THE FOREGOING RESOLUTION and CVIP AGREEMENT was passed, adopted and approved this ____ day of _____, 2018.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, Chair

ATTEST:

_____
SECRETARY

APPROVED AS TO FORM:

M. Quinchy 7-9-18
_____
Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2018, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and Abraham Enterprises, LLC, a Nevada limited liability company (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the Agency administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Facade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's and Tenant's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the property in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Facade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of Twenty-Five Thousand Dollars and 00/100 (**$25,000.00**), and the Owner has provided a 200% matching cash contribution to the Agency's participation to ensure that the Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner desire to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment " 8 " – VIP Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency, Owner does hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 S. Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "parties" hereinafter.

SECTION 3: GRANT OF FACADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the facade improvements, with a not to exceed maximum of Twenty Five Thousand Dollars and 00/100 **($25,000.00)**, for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, facade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner has submitted paid invoices from contractor(s) to the Agency.

b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement, in substantially the form attached hereto as Attachment " 3 " and a Building Facade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project Improvements, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement and the Building Facade Maintenance Agreement to be recorded against the Property promptly after completion of the Project Improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Facade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner hereby agree to maintain the Property, including without limitation the Facade Easement Area and the Project Improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Facade Maintenance Agreement, Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the Owner the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall each pay all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The

Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement to be recorded on the Property

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within thirty (30) days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Facade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. Owner shall complete the improvements within one hundred eighty (180) days of commencement of work. Additional time may be given for completion of the improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site. Owner acknowledges and agrees that Agency has agreed to enter into this Agreement in reliance upon Owner's strict agreement to commence and complete the improvements by the required dates and any failure of Owner to commence and complete the improvements by the required dates will be a material default of Owner under this Agreement giving Agency the right to immediately terminate this Agreement.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.498 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain three (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 8: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to commence and/or complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 9: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 10: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 11: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999,

Owner warrants that they have disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6-A " and Attachment "6-B" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 12: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement ("Event of Default"). In connection with any default of Owner or Agency under this Agreement, the non-defaulting party shall have the right to terminate immediately this Agreement upon written notice to the defaulting party without any cure right for the benefit of the defaulting party. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The non-defaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the non-defaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of an Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, then (i) any obligation of Agency to acquire the Façade easement shall terminate and be null and void and (ii) Owner agrees to return any and all Agency Funds heretofore paid to the Tenant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 13: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 14: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 15: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 16: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 17: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

If to the Agency: City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

If to the Owner: Abraham Enterprises, LLC
Attn.: Alfred J. Abraham
10044 Lago De Coco Avenue
Las Vegas, Nevada 89101

SECTION 18: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 19: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "8" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and Owner.

SECTION 20: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2018 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2018.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ATTEST:

_____
Secretary

OWNER – Abraham Enterprises, LLC

By: _____
Alfred J. Abraham

Its: Managing Member

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "6-A "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "6-B"	DISCLOSURE OF PRINCIPALS – BUSINESS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "8"	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

The South Half (S 1/2) of Lot Six (6), all of Lot Seven (7) and the North Half (N 1/2) of Lot Eight (8) in Block Thirty-One (31) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

Inst #: 20171222-0002167
Fees: $40.00
RPTT: $1989.00 Ex #:
12/22/2017 11:37:30 AM
Receipt #: 3280537
Requestor:
FNTG NCS (LAS VEGAS)
Recorded By: SOV Pgs: 6
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN: 139-34-410-207
Affix R.P.T.T. $1,989.00

RECORDING REQUESTED BY:
FIDELITY NATIONAL TITLE
WHEN RECORDED MAIL TO and MAIL TAX STATEMENT TO:
ABRAHAM ENTERPRISES LLC
811 S. 10th Street
Las Vegas NV 89108

ESCROW NO: 42040797-420-MS6

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

Nikolas L. Mastrangelo and Oralia M. Mastrangelo, as Trustees of the Mastrangelo Revocable Living Trust, dated May 8, 2001

in consideration of $10.00 and other valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to

Abraham Enterprises LLC, a Nevada limited liability company

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to:
1. Taxes for the current fiscal year, paid current.
2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness my/our hand(s) this 19th day of December, 2017.

Nikolas L. Mastrangelo and Oralia M. Mastrangelo, as Trustees of the Mastrangelo Revocable Living Trust, dated May 8, 200

N.L. Mastrangelo
Nikolas L. Mastrangelo, Trustee

Oralia M. Mastrangelo
Oralia M. Mastrangelo, Trustee

STATE OF NEVADA
COUNTY OF CLARK } ss:

On this December 19, 2017
appeared before me, a Notary Public,
Nikolas L. Mastrangelo
Oralia M. Mastrangelo
personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument, who acknowledged that he/she/they executed the instrument for the purposes therein contained.

BRANDY R. LAKE
NOTARY PUBLIC
CLARK COUNTY, NEVADA
My Commission Expires: 02-23-20
Certificate No: 16-1658-1

Brandy R. Lake
Notary Public

Brandy R. Lake
exp. 2/23/20
Cert # 16-1658-1

My commission expires: 2/23/20

NOTARY JURAT FOR GRANT, BARGAIN, SALE DEED
FOR ESCROW NO.: 42040797-420MS6

EXHIBIT A

The South Half (S ½) of Lot Six (6), all of Lot Seven (7) and the North Half (N ½) of Lot Eight (8) in Block Thirty-One (31) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

EXHIBIT A
of ATTACHMENT 2

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is located on the east side of Sixth Street as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT

APN: 139-34-410-207

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Abraham Enterprises, LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Facade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that have been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement and shall continue until five (5) years from the date of the recordation of this Façade Easement. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Grantor shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Grantor and Grantee shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

IN WITNESS WHEREOF, Grantor has executed this Facade Easement as of this ____ day of _____, 2018

Abraham Enterprises, LLC

By:_____
Alfred J. Abraham
Its: Managing Member

"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN

Its: Chair

"GRANTEE"

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2018 by Alfred J. Abraham as Managing Member of Abraham Enterprises, LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 201 by Carolyn G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The South Half (S 1/2) of Lot Six (6), all of Lot Seven (7) and the North Half (N 1/2) of Lot Eight (8) in Block Thirty-One (31) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is located on the east side of Sixth Street as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement without further action upon the City of Las Vegas Redevelopment Agency

EXHIBIT C

FORM OF FACADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $25,000.00 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$25,000.00
Anytime during second year:	$20,000.00
Anytime during third year:	$15,000.00
Anytime during fourth year:	$10,000.00
Anytime during fifth year:	$5,000.00
After five full years from recordation of the Facade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FACADE MAINTENANCE AGREEMENT

APN: 139-34-410-207

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2018, between Abraham Enterprises, LLC, a Nevada limited liability company hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 811 South Sixth Street, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 139-34-410-207; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the facades of the property facing the Facade Easement Area: The area consisting of the building face of said building, located on the east side of Sixth Street as described in *"Exhibit A – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent

with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated_____ _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Facade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the facade(s) covered by the Facade Easement, legally described in Exhibit "B" attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Facade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Facade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this Agreement, or as may be otherwise approved by City during the term of this Agreement. Copies of the plans for the Facade Easement Area required to be maintained under this Agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Economic and Urban Development, 495 S. Main Street, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this Agreement to diligently maintain and care for the Facade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this Agreement, or as may be otherwise approved by Agency during the term of this Agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

d) All windows shall be secure, well-sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this Agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
c/o Economic And Urban Development
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: Abraham Enterprises, LLC
Attn.: Alfred J. Abraham
10044 Lago De Coco Avenue
Las Vegas, Nevada 89101

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this Agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this Agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with forty-eight (48) hours advance notice to enter upon the Property subject to this Agreement to perform inspections of the facade improvements or to perform any work authorized by this Agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Facade Easement Deed and execution of this Agreement by both parties, the Agency shall record this Agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the Agreement showing the Recorder's stamp.

This Agreement pertains to that area of the Property covered by the Facade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Facade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this Agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this Agreement resorts to a legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire Agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this Agreement, or not, and stating the amount of any outstanding fees or charges.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

Abraham Enterprises, LLC

By: _____ Date: _____
Name: Alfred J. Abraham
Title: MANAGING MEMBER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2018 by Alfred J. Abraham as Managing Member of Abraham Enterprises, LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2018 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The South Half (S 1/2) of Lot Six (6), all of Lot Seven (7) and the North Half (N 1/2) of Lot Eight (8) in Block Thirty-One (31) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is located on the east side of Sixth Street described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1.	**Rebuild unsafe, unsightly chimney**	**$2,430.00**
2.	**Install new exterior walls**	**$6,880.00**
3.	**Repair stucco & replace bricks**	**$9,920.00**
4.	**Install new doors & reframe doorways**	**$7,540.00**
5.	**Install new windows**	**$8,400.00**
6.	**Apply slurry coat seal**	**$4,560.00**
7.	**Paint carport**	**$3,060.00**
8.	**New front & back doors and ADA-compliant ramp & stairs**	**$4,760.00**
9.	**Concrete for ADA-compliant ramp, foots & slabs**	**$8,040.00**
10.	**Power wash exterior & prepare wood trim at fascia and eaves with caulk and sanding**	**$1,500.00**
11.	**Application of primer & two coast of exterior paint**	**$4,660.00**
	TOTAL ESTIMATED PROJECT COSTS	**$61,750.00**
	Estimated CVIP Grant	**$25,000.00**

*Note: Items in bold are "Pre-approved Qualified Exterior Improvements".

SCHEDULE OF IMPROVEMENTS

Work will be completed within 180 days of execution of the Agreement.

ATTACHMENT "6-A "

DISCLOSURE OF PRINCIPALS – REAL PROPERTY

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **REAL PROPERTY**

VIP Contracting Entity Information

Corporate Name: Abraham Enterprises LLC

Mailing Address: 10044 Lago De Coco Ave., Las Vegas, NV 89148

Business Phone: 440-364-4619

Tax ID or Social Security Number: 82-2370805

Ownership Interest

Estate in Severalty ✓ Tenancy in Common _____ Joint Tenancy _____

Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all **persons/individuals** holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Alfred J. Abraham (Abraham Enterprises LLC) Managing Member	10044 Lago De Coco Ave. Las Vegas, NV 89148	440-364-4619

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the *number of sheets*: _____

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **REAL PROPERTY**

Alternative Disclosure of Ownership/Principal

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: Alfred J Abraham

Date: 6-16-18

State of Nevada
County of Clark

This instrument was acknowledged before me on

June 16 2018 (date) by

Alfred J Abraham (name of person)

Linda Connors

Notary Public

LINDA CONNORS
Notary Public - State of Nevada
County of Clark
APPT. NO. 12-8662-1
My App. Expires Aug 11, 2021

ATTACHMENT "6-B"

DISCLOSURE OF PRINCIPALS – BUSINESS

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **BUSINESS**

VIP Contracting Entity Information

Corporate Name: Abraham Enterprises, LLC

Mailing Address: 10044 Loja De Coca Ave., Las Vegas, NV 89148

Business Phone: 440-364-4619

Tax ID or Social Security Number: 82-2370805

Type of Business

Sole Proprietor _____ Partnership _____ Limited Liability Company V

Corporation _____

Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all **persons/individuals** holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Alfred J. Abraham, Managing Member, Abraham Enterprises, LLC	10044 Loja De Coca Ave. Las Vegas, NV 89148	440-364-4619

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the *number of sheets*: _____

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **BUSINESS**

Alternative Disclosure of Ownership/Principal

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: Alfred J. Abraham

Date: 6-16-18

State of Nevada
County of Clark

LINDA CONNORS
Notary Public - State of Nevada
County of Clark
APPT. NO. 12-8862-1
My App. Expires Aug 11, 2021

This instrument was acknowledged before me on

June 16 2018 (date) by

Alfred J Abraham (name of person)

Linda Connors

Notary Public

ATTACHMENT " 7 "

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

VIP PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Alfred J. Abraham, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Abraham Enterprises a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 811 South 6th St. ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.
2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☐
   b. Create jobs or other business opportunities for nearby residents; ☐
   c. Increase local revenues from desirable sources; ☐
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☐
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☑
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐
3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate, or existing businesses to remain within, the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner; ☑ or
   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance; ☐ or
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight; ☐ or
   d. The exterior improvements to the property or business do not have a direct effect on revenues therefore, making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐

VIP PARTICIPANT **AFFIDAVIT & EMPLOYMENT PLAN**

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:
   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. AA (initial) Landlord must verify
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. AA (initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. AA (initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. AA (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family- owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 16th day of June, 2018.

Authorized Signature: Alfred J Abraham

State of Nevada
County of Clark
SIGNED AND SWORN TO before me

this 16 day of June, 2018, by Alfred J Abraham

NOTARY PUBLIC Linda Connors
My Commission Expires: Aug 11 2021

LINDA CONNORS
Notary Public - State of Nevada
County of Clark
APPT. NO. 12-8862-1
My App. Expires Aug 11, 2021

ATTACHMENT "8"

VIP REAL PROPERTY OWNER CONSENT

VIP PARTICIPANT REAL PROPERTY OWNER CONSENT

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Abcahan Enterprises, owner and/or authorized representative of APN# 139-34-410-207 also commonly known as 811 South 6th Street, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by _____, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five-year period.

DATED this 16th day of June, 2018.

Authorized Signature: _____

State of Nevada
County of Clark
SIGNED AND SWORN TO before me

this 16 day of June, 2018, by Alfred J Abraham

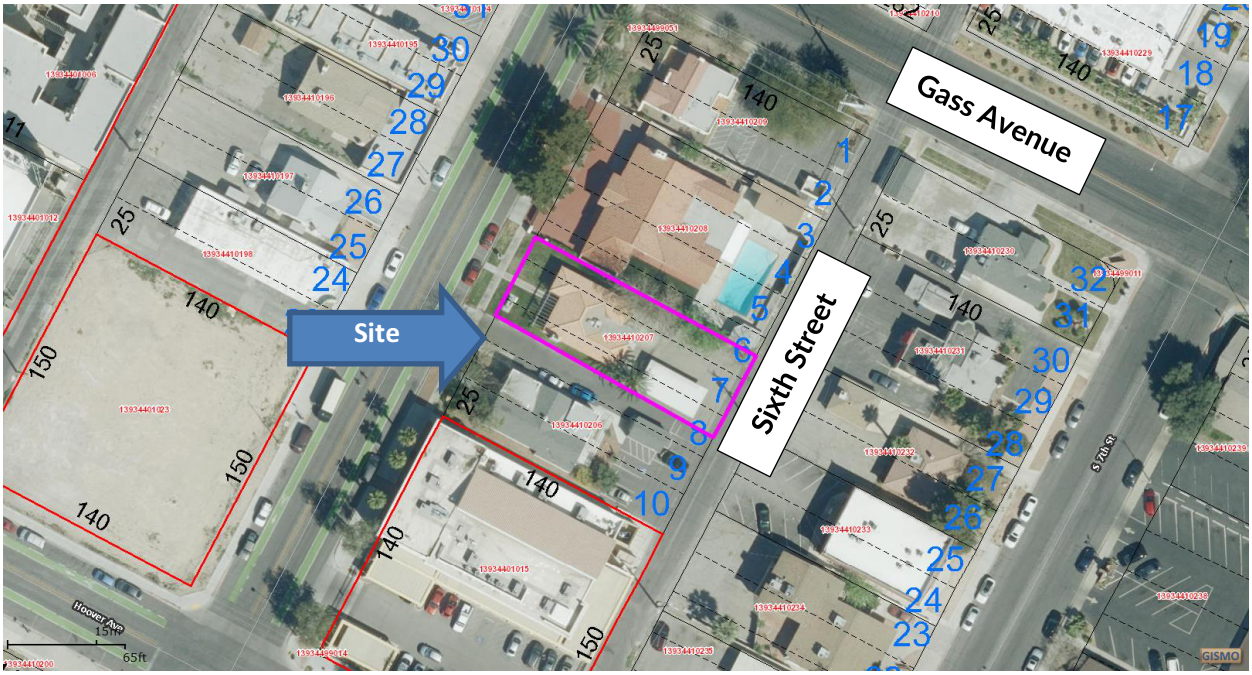
NOTARY PUBLIC Linda Connors
My Commission Expires: Aug 11 2021

LINDA CONNORS
Notary Public - State of Nevada
County of Clark
APPT. NO. 12-8862-1
My App. Expires Aug 11, 2021

SITE MAP

811 South Sixth Street, Las Vegas, Nevada 89101

Abraham Enterprises, LLC



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
RESOLUTIONS:

R-43-2018 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Multifamily Residential Unit Improvement Program (MFR-UIP) Agreement between the RDA and Omega Investments LLC (Owner) located at 180 West New York Avenue (APN 162-04-710-007), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area 1 Ward 3 (Coffin) [NOTE: This item is related to RDA Item 6 (RA-19-2018)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is related to a Redevelopment item regarding assisting Omega Investments LLC with the cost of improvements to the property located at 180 West New York Avenue (APN 162-04-710007). Approval will adopt findings that the MFR-UIP Agreement is in compliance with and furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-43-2018
2. Public Purpose Impact Analysis
3. Site Map

RESOLUTION NO. R-43-2018

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE MULTIFAMILY RESIDENTIAL UNIT IMPROVEMENT PROGRAM AGREEMENT ("MFR-UIP ") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND Omega Investments LLC. ("OWNER") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 162-04-710-007

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830, and on December 16, 2015, by Ordinance 6448 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on November 1, 2017 the Multifamily Residential Unit Improvement Program Agreement ("the MFR-UIP") in order to provide funding to owners of multifamily residential properties located within the Redevelopment Area for the purpose of making improvements to the interior space of the residential units of such multifamily properties ; and;

WHEREAS, the Agency approved on January 3, 2018 the form of agreement for the Multifamily Residential Unit Improvement Program (the "MFR-UIP Agreement"); and

WHEREAS, Omega Investments LLC (the "MFR-UIP PARTICIPANT") is the owner of the real property located at 180 West New York Avenue (the "Site"), and is undertaking certain interior improvements to the property in accordance with the MFR-UIP; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of said improvements to a building located at the Site are of benefit to the Redevelopment Area and/or the immediate neighborhood in which the Property is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the improvements to the building, facilities, structures, residences or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the MFR-UIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to the MFR-UIP PARTICIPANT for making physical interior improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of said improvements are of benefit to the Redevelopment Area and/or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing said improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the MFR-UIP PARTICIPANT concerning the improvements to the building on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2018.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

M. Ginchos 7-9-18
_____
Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
MULTIFAMILY RESIDENTIAL UNIT IMPROVEMENT INCENTIVE AGREEMENT
(Owner)

THIS MULTIFAMILY RESIDENTIAL UNIT IMPROVEMENT INCENTIVE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2018, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as the "Agency") and Omega Investments LLC, a Nevada Limited Liability Company (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the Agency administers funds of the Agency for the purposes of assisting business owners and landlords to attract or maintain businesses in the Agency redevelopment area and to support investment into existing commercial and residential structures in the Agency redevelopment area and to attract to or maintain housing in such redevelopment area; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area 1 and 2 (the "Redevelopment Area"), the Agency has approved a Multifamily Residential Unit Improvement Program (the "MFR-UIP") for the purpose of assisting property owners with undertaking the rehabilitation and renovation of multifamily residential properties, upgrades to multifamily properties that have changed ownership, and the conversion of offices/retail/industrial properties to multifamily residential; and

WHEREAS, Owner has agreed to construct the Project Improvements (defined below); and

WHEREAS, the Agency shall reimburse the Owner for any pre-approved qualified interior unit improvements ("Unit Improvements"), which the Agency has determined are significant in character, up to a maximum of FiftyThousand Dollars and 00/100 ($50000.00) (the "Agency Funds"),; and

WHEREAS, the Owner desires to participate in the MFR-UIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency and Owner do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds for Unit Improvements to that certain multifamily project described in Attachment "1", attached and incorporated herein by reference ("Project"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 S. Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities.

Owner is Omega Investments LLC, a Nevada Limited Liability Company. Owner's principal office is located at 8033 West Sunset Boulevard, Unit 851, Los Angeles, California 90046. The Owner hereby warrants that it is the owner of the building where the Project is located as of the Effective Date of this Agreement (as defined hereinafter). Such ownership is demonstrated by Attachment "2", "Proof of Ownership", which is attached hereto and is incorporated herein by reference.

SECTION 3: IMPROVEMENTS TO THE UNITS AND PROJECT BUDGET. Owner shall complete the Unit Improvements according to the Scope of Work and Tentative Schedule of Unit Improvements, which is attached hereto as Attachment "4" and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Unit Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within thirty (30) days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of the Unit Improvements, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the MFR-UIP Guidelines. The Unit Improvements shall be completed within one hundred eighty (180) days of commencement of work. Additional time may be given for completion of the Unit Improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The Unit Improvements also shall be referred to as the "Project" hereinafter. The Agency during construction of the Unit Improvements shall maintain a right of access to the Project in order to determine the status of the construction of the Unit Improvements and compliance with this Agreement, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the office building. Owner acknowledges and agrees that Agency has agreed to enter into this Agreement in reliance upon Owner's strict agreement to commence and complete the Unit Improvements by the required dates and any failure of Owner to commence and complete the Unit Improvements by the required dates will be a material default of Owner under this Agreement giving Agency the right to immediately terminate this Agreement.

Owner hereby acknowledges and agrees that (i) Agency is not involved in any way with the design and construction of the Unit Improvements, (ii) Agency does not warrant in any manner the suitability or construction of the Unit Improvements, (ii) except for the payment of the Agency Funds pursuant to the terms of this Agreement, Agency is not in any way or manner obligated or liable for the payment of the cost of the Unit Improvements, (iii) Owner hereby releases and waives any and all claims and causes of action against Agency in any way related to the design, construction and payment for the Unit Improvements except for the payment of the Agency Funds pursuant to the terms of this Agreement and (iv) Owner hereby agrees to indemnify and hold harmless Agency from any from and against any and all liens, demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, relating in any way to the Unit Improvements.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.498 must obtain three (3) or more competitive bids from properly

licensed contractors. If Owner is unable to obtain three (3) or more competitive bids, Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: DISBURSEMENT OF AGENCY FUNDS. Disbursement of the Agency Funds shall be made to as directed in writing by Owner upon completion of all of the following conditions for the benefit of Agency:

1. Agency has completed an inspection and review of the Property and determined that all the Unit Improvements have been fully completed pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the MFR-UIP Guidelines. Owner agrees to facilitate and cooperate with Agency in conducting such review and inspection of the Property. Owner shall provide Agency with such other documentation as reasonably required by Agency in connection with such inspection and review.
2. A Certificate of Completion of Construction, in the form of Attachment "5", has been issued.

Upon receipt of the above, Agency shall disburse the Agency Funds within thirty (30) days to Owner.

SECTION 6: COMPLIANCE WITH APPLICABLE LAWS, RULES AND/OR REGULATIONS. Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas and all other applicable laws, rules and/or regulations.

SECTION 7: RESERVED

SECTION 8: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to MFR-UIP provided for in this Agreement.

SECTION 9: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the MFR-UIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

Owner has declared that no other reasonable means of financing are available to undertake the Unit Improvements because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore Owner would not undertake the Unit Improvements contemplated in the Agreement through resources reasonably available to Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment "7" and by this reference made a part hereof.

Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment "7" and by this reference is made a part hereof. Owner, for Owner and its successors and assigns, represent that in the construction of Unit Improvements, Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 10: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. Owner warrants to Agency that it not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrant that they have disclosed, on the Disclosure of Principals form attached hereto as Attachment "6" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Until such time as the Agency Funds are disbursed, Owner shall notify Agency in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 11: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement ("Event of Default"). In connection with any default of Owner or Agency under this Agreement, the non-defaulting party shall have the right to terminate immediately this Agreement upon written notice to the defaulting party without any cure right for the benefit of the defaulting party. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The non-defaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the non-defaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this

Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of an Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, on the date specified in the written notice. In the event of termination of this Agreement by the Agency, then any obligation of Agency to disburse the Agency Funds shall terminate and be null and void and (ii) Owner agrees to return any and all Agency Funds heretofore paid shall be returned to Agency pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to pursue any of the Agency's remedies, legal and equitable, as permitted by law.

SECTION 12: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Executive Director designates in writing.

SECTION 13: TERM. Unless sooner terminated pursuant to the terms of this Agreement, the term of this Agreement shall expire at the earlier of (i) disbursement of the Agency Funds by Agency and (ii) 180 days after the Effective Date.

SECTION 14: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 15: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 16: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal delivery, or five (5) calendar days after the date of deposit in the United States mail ail or with an express delivery service.

If to the Agency: City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

If to the Owner: Omega Investments LLC
Attn: Steven Valchuis
8033 West Sunset Boulevard, Unit 851
Los Angeles, California 90046

SECTION 17: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 18: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. THIRD PARTY RIGHTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "7" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency, and Owner. Nothing in this Agreement shall confer upon any other third party of any type or sort other than the Owner and Agency any rights or remedies under or by reason of this Agreement, including, without limitation, any parties providing and/or supplying labor and/or materials to the Project and any claims or causes of action that any third party may have related to payment for labor and/or materials provided and/or supplied to the Project.

SECTION 19: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 20: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2018 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

EXECUTION BLOCKS ON NEXT PAGE

Date of Agency Approval:
AGENCY

CITY OF LAS VEGAS REDEVELOPMENT

_____, 2018

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency

ATTEST:

Omega Investments LLC

_____
LUANN D. HOLMES, MMC
Secretary

By: _____
Steven Valchuis, Member
"Owner"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

LIST OF ATTACHMENTS

ATTACHMENT "1"	DESCRIPTION OF PROJECT
ATTACHMENT "2"	PROOF OF OWNERSHIP
ATTACHMENT "3"	FORM OF BUILDING MAINTENANCE AGREEMENT
ATTACHMENT "4"	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "5"	CERTIFICATE OF COMPLETION OF CONSTRUCTION
ATTACHMENT "6"	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "7"	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT "1"

DESCRIPTION OF PROJECT

That portion of the unumbered blocks of MEADOWS ADDITION TO LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, page 43, in the Office of the County Recorder, Clark County, Nevada, and that portion of that certain semi-circular (now vacated) lying North of New York Avenue in said addition, the whole being particularly described in metes and bounds as follows: COMMENCING at the Northeast corner of said MEADOWS ADDITION, Thence North 88'48'55' West a distance of 509.23 feet to the Northeast corner of that certain parcel of land conveyed by Louis J. Ortner, et ux to L.P. Goebel, et ux, by Deed recorded April 22, 1953, as Document No. 403869, Clark County, Nevada records, the TRUE POINT OF BEGINNING; Thence Continuing North 88'33'35" West along the North line thereof a distance of 58.15 feet to a point; Thence South 3'33'35" West a distance of 125.70 feet to a point on the South line of said conveyed parcel; Thence South 86'26'25" East along the said South line a distance off 55.90 feet to a point; Thence North 04'32'05" East a distance of 128.12 feet to the TRUE POINT OF BEGINNING.

ATTACHMENT "2"

PROOF OF OWNERSHIP

Fees: $40.00
RPTT: $2096.10 Ex #:
04/13/2018 03:26:45 PM
Receipt #: 3374630
Requestor:
STEWART TITLE COMPANY - F
Recorded By: OSA Pgs: 6
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN: 162-04-710-007
Escrow No: 18002069-201-MKS
R.P.T.T: $2,096.10

Recording Requested By: Stewart Title Company
Mail Tax Statements To: *Same as below*
When Recorded Mail To:

OMEGA INVESTMENTS L.L.C.
8033 W SUNSET BLVD #851
LOS ANGELES, CA 90046

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That for valuable consideration, the receipt of which is hereby acknowledged, **AV Rentals LLC, a Nevada limited liability company** does hereby Grant, Bargain, Sell and Convey to **Omega Investments L.L.C., a Nevada limited liability company** all that real property situated in the County of Clark, State of Nevada, described as follows:

For Legal Description, See Attached Exhibit "A", attached hereto and made a part hereof.

SUBJECT TO:
1. Taxes for fiscal year 2017/18;
2. Reservations, restrictions, conditions, rights, rights of way and easements, if any of record on said premises.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

See page 2 for signature of Grantor(s) and Notary Acknowledgment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On Apr. 04, 2018, before me, Daniel Borquez, Notary Public,
personally appeared Anthony Marinaccio

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 _____

DANIEL BORQUEZ
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
COMMISSION # 2077916
MY COMM. EXPIRES AUG. 22, 2018

This area for official notarial seal.

OPTIONAL SECTION – NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S): _____
- ☐ PARTNERS: ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY IN FACT
- ☐ GUARDIAN/CONSERVATOR
- ☐ TRUSTEE(S)
- ☐ OTHER: _____

SIGNER IS REPRESENTING:

_____ Name of Person or Entity

_____ Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: Grant, Bargain, Sale Deed

NUMBER OF PAGES: 2 DATE OF DOCUMENT: 04-04-18

SIGNER(S) OTHER THAN NAMED ABOVE: _____

Reproduced by First American Title Insurance Company Mortgage Solutions-NTP 2015-03-31

Escrow No. 18002069-201-MKS

EXHIBIT "A"
Legal Description

That portion of the unnumbered blocks of MEADOWS ADDITION TO LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, page 43, in the Office of the County Recorder, Clark County, Nevada, and that portion of that certain semi-circular (now vacated) lying North of New York Avenue in said addition, the whole being particularly described in metes and bounds as follows:

COMMENCING at the Northeast corner of said MEADOWS ADDITION,.
Thence North 88°48'35" West a distance of 509.23 feet to the Northeast corner of that certain parcel of land conveyed by Louis J Ortner, et ux to L.P. Goebel, et ux, by Deed recorded April 22, 1953, as Document No. 403869, Clark County, Nevada records, the TRUE POINT OF BEGINNING;
Thence Continuing North 88°48'35"West along the North line thereof a distance of 58.15 feet to a point;
Thence South 03°33'35" West a distance of 125.70 feet to a point on the South line of said conveyed parcel;
Thence South 86°26'25" East along the said South line a distance of 55.90 feet to a point;
Thence North 04°32'05" East a distance of 128.12 feet to the TRUE POINT OF BEGINNING

ATTACHMENT "3"

FORM OF BUILDING MAINTENANCE AGREEMENT

APN: 162-04-710-007

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2018, between Omega Investments LLC, a Nevada limited liability company hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 180 West New York Avenue, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 162-04-710-007; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Multifamily Residential Unit Improvement Program (the "MFR-UIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and;

WHEREAS, Owner has installed certain improvements to the Property pursuant to that certain Multifamily Residential Unit Improvement Incentive Agreement entered into between agency and Owner ("MFR-UIP Agreement") whereby Agency provided partial funding for the construction and/or installation of improvements and upgrades to the residential building located on the Property; and

WHEREAS, Owner has completed the work to the Property described in the MFR_UIP Agreement; and

WHEREAS, by the terms of the MFR-UIP Agreement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the improvements described in Exhibit "B" attached hereto (the "Unit Improvement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's Maintenance Agreement.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of Unit Improvement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this Agreement, or as may be otherwise approved by City during the term of this Agreement. Copies of the plans for the Unit Improvement Area required to be maintained under this Agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Economic and Urban Development, 495 S. Main Street, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this Agreement to diligently maintain and care for the Unit Improvement Area in accordance with the plans approved by Agency and to generally maintain the Property. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All interior building improvements shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this Agreement, or as may be otherwise approved by Agency during the term of this Agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

    d) All windows shall be secure, well-sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

f) Landscaping will be kept watered, trimmed, repaired to keep a consistence appearance as to when first installed.

g) All interior cabinets, flooring, plumbing, lighting, fixtures, sinks, tubs/showers, faucets, and other unit improvements be maintained and repaired in accordance with the City of Las Vegas Building Code as well as the standard for market rate multifamily residential units less normal wear.

h) Fire alarms, fire extinguishers, smoke alarms and other fire notification and suppression systems are to be operable and maintained in accordance with the City of Las Vegas Fire Code at all times.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this Agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform. Upon such notice, Owner agrees to facilitate Agency's access to the overall Property and to specific Units in order to cure such default and correct such default. Owner agrees to reimburse Agency for all costs incurred by Agency in the work and/or correction.

In the event Agency elects not to cure the default, Agency shall have the right to demand in writing reimbursement from Owner of all funds advanced to Owner under the MFR-UIP Agreement. Upon such demand, Owner shall reimburse Agency of all funds advanced to Owner under the MFR-UIP Agreement within thirty (30) days of such written demand.

Owner hereby grants to Agency a lien on the Property to secure the payment of any amounts owned to Agency by Owner under this Agreement not paid when due as well as costs of collection, including, without limitation, attorneys' fees and court costs. Agency may execute and record a document setting forth the amount of delinquent sums due to Agency and the fact that a lien exists to secure the repayment thereof.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
c/o Economic And Urban Development
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: Omega Investments LLC
Attn.: Steven Valchuis
8033 W. Sunset Blvd., Unit #851
Los Angeles, CA 90046

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property

or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this Agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this Agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with forty-eight (48) hours advance notice to enter upon the Property subject to this Agreement to perform inspections of the improvements or to perform any work authorized by this Agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon execution of this Agreement by both parties, the Agency shall record this Agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the Agreement showing the Recorder's stamp.

This Agreement pertains to that area of the Property covered by the Unit Improvement Area, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of this agreement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this Agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this Agreement resorts to a legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire Agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the

Agency, addressed as indicated in the request, stating that the property is in compliance with this Agreement, or not, and stating the amount of any outstanding fees or charge

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

Omega Investments LLC

By: _____ Date: _____
Name: Steven Valchuis
Title: MEMBER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2018 by Steven Valchuis as Member of Omega Investments LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2018 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That portion of the unumbered blocks of MEADOWS ADDITION TO LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, page 43, in the Office of the County Recorder, Clark County, Nevada, and that portion of that certain semi-circular (now vacated) lying North of New York Avenue in said addition, the whole being particularly described in metes and bounds as follows: COMMENCING at the Northeast corner of said MEADOWS ADDITION, Thence North 88'48'55' West a distance of 509.23 feet to the Northeast corner of that certain parcel of land conveyed by Louis J. Ortner, et ux to L.P. Goebel, et ux, by Deed recorded April 22, 1953, as Document No. 403869, Clark County, Nevada records, the TRUE POINT OF BEGINNING; Thence Continuing North 88'33'35" West along the North line thereof a distance of 58.15 feet to a point; Thence South 3'33'35" West a distance of 125.70 feet to a point on the South line of said conveyed parcel; Thence South 86'26'25" East along the said South line a distance off 55.90 feet to a point; Thence North 04'32'05" East a distance of 128.12 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

DESCRIPTION OF THE UNIT IMPROVEMENT AREA

Unit Improvement Area: The area consisting of the building, which is located at the northeast corner at the intersection of West New York Avenue and Fairfield Avenue as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all interior improvements described in the MFR-UIP Agreement as well as exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Maintenance Agreement granted herein shall terminate five (5) years from the date of execution of the recordation of this Agreement without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT "4"

SCOPE OF WORK AND TENTATIVE SCHEDULE OF UNIT IMPROVEMENTS

Interior Improvements

Demo units (8)	$5,200
Remove and repour concrete flooring in 1st floor units	$20,500
New interior doors and hardware	$6,600
New baseboards and casings	$2,900
Repair damaged subfloor throughout 2nd floor	$7,100
Supply and install concrete board (8)	$2,900
Install tile flooring throughout (8)	$14,300
Fabricate and install new counters (8)	$8,000
Supply and install new plumbing and fixtures (8)	$10,400
Supply and install bathroom tile	$7,600
Patch and paint units (8)	$13,500
Supply and install kitchen and bathroom cabinets	$13,800
Supply and install washer and dryer hookups	$16,000

TOTAL COST PER UNIT	**$ 16,075**
NUMBER OF UNITS	**x 8**
GRAND TOTAL	**$128,600**

Estimated MFR-UIP Grant	**$50,000**

Schedule of Improvements

Work will be completed within 180 days of execution of the Agreement

ATTACHMENT "5"

CERTIFICATE OF COMPLETION OF CONSTRUCTION

CERTIFICATE OF COMPLETION OF CONSTRUCTION

WHEREAS, pursuant to the Multifamily Residential Unit Improvement Agreement ("Agreement") dated _____, 2018, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic (the "Agency"), provided assistance to Omega Investments LLC, or their permitted assignee(s) (collectively the "Owner") for construction and development of a certain redevelopment project situated in the City of Las Vegas, Nevada, described on Attachments "A" and " B", attached hereto and made a part hereof (the "Site"); and

WHEREAS, as referenced in said Agreement, the Developer shall certify to the Agency that all construction on the Site or a phased portion of the Site has been substantially completed in compliance with the Agreement; and

WHEREAS, as referenced in said Agreement, the Agency shall furnish the Owner with a Certificate of Completion upon completion of all construction, or a portion of the Site which Certificate shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction on the Site or a phased portion of the Site required by the Agreement.

Now, therefore:

1. The Owner hereby certifies to the Agency that all construction on the Site has been completed in compliance with the Agreement.

2. The Agency agrees and docs hereby certify that the construction of the Site have been fully and satisfactorily performed and completed as required by the Agreement.

3. This Certificate of Completion may be executed in counterparts, all such counterparts will constitute the same Certification of Completion 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 Agency has executed this Certificate this _____ day of _____, 2018.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency

ATTEST:

Omega Investments LLC

_____
LUANN D. HOLMES, MMC
Secretary

By: _____
Steven Valchuis, Member
"Owner"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ATTACHMENT "A"

THE SITE

180 West Sunset Boulevard, Las Vegas, Nevada 89102

Omega Investments LLC



ATTACHMENT "B"

Legal Description

That portion of the unumbered blocks of MEADOWS ADDITION TO LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, page 43, in the Office of the County Recorder, Clark County, Nevada, and that portion of that certain semi-circular (now vacated) lying North of New York Avenue in said addition, the whole being particularly described in metes and bounds as follows: COMMENCING at the Northeast corner of said MEADOWS ADDITION, Thence North 88'48'55' West a distance of 509.23 feet to the Northeast corner of that certain parcel of land conveyed by Louis J. Ortner, et ux to L.P. Goebel, et ux, by Deed recorded April 22, 1953, as Document No. 403869, Clark County, Nevada records, the TRUE POINT OF BEGINNING; Thence Continuing North 88'33'35" West along the North line thereof a distance of 58.15 feet to a point; Thence South 3'33'35" West a distance of 125.70 feet to a point on the South line of said conveyed parcel; Thence South 86'26'25" East along the said South line a distance off 55.90 feet to a point; Thence North 04'32'05" East a distance of 128.12 feet to the TRUE POINT OF BEGINNING.

ATTACHMENT "6"

DISCLOSURE OF PRINCIPALS – PROPERTY OWNER

MFR Contracting Entity Information

Corporate Name:

Omega Investments LLC

Mailing Address:

8033 W Sunset blvd, Unit 851, Los Angeles CA 90046

Business Phone Number:

310-906-7078

Tax ID or Social Security Number:

82-4064812

Ownership Interest

Estate in Severalty _____ Tenancy in Common ___X___ Joint Tenancy _____

Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all **persons/individuals** holding more than one percent ownership interest in the real property, even if its just one person.

Full Name & Title	Business Address	Business Phone
Steven Vickhris, Member	8033 W Sunset blvd, 851, Los Angeles	310-906-7078

Certification of Disclosure of Ownership/Principal – Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: _____

Date: 6/27/18

State of Nevada

County of Clark

This instrument was acknowledged before me on

_____ (date) by

_____ (name of person)

SEE ATTACHED

Notary Public

Notary Public

ATTACHMENT "7"

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Steven Velchuis, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Omega Investments LLC, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 180 W New York Ave, Las Vegas ("Site"), as more particularly described by the MFR-VIP or MFR-UIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.

2. I hereby warrant that I own the site.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☒
   b. Create jobs or other business opportunities for nearby residents; ☒
   c. Increase local revenues from desirable sources; ☐
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☐
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☒

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate, or existing businesses to remain within, the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the property owner; ☐ or

   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance; ☐ or

   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight; ☒ or

   d. The exterior improvements to the property do not have a direct effect on revenues therefore, making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐

Participant agrees to submit to the Agency its documentation that evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:
   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. ___(initial)
   Landlord supplies proof
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. ___(initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. ___(initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. ___(initial)
5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family- owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment and residential opportunities by setting an example to other property owners to renovate their property and help create more residential and/or employment opportunities through an expansion of business and renovation of multi-family residential units. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.
6. I also hereby agree to and understand that in conjunction with participation in the MFR-Visual Improvement Program and/or MFR-Unit Improvement Program, the city of Las Vegas will record a non-exclusive façade easement and/or building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/ or business owner will have the option to repurchase the façade easement and/or building maintenance agreement from the Agency during the five-year period.

DATED this 27 day of June, 2018.

Authorized Signature: _____

SIGNED AND SWORN TO before me

this _____ day of _____, by _____.

NOTARY PUBLIC
My Commission Expires: SEE ATTACHED

Public Purpose/Impact Analysis Report
NRS 279.486

City Council/Redevelopment Agency Meeting
August 1, 2018

Title of Project: Multifamily Residential Unit Improvement Program

Sponsor/Developer: Omega Investments LLC

Address Of Project: 180 West New York Avenue

Per NRS 279.486 2(a) attach a copy of any contract, memorandum of understanding or other agreement between the agency or the legislative body and any other person relating to the redevelopment project to this report.

Please refer to RDA Resolution as Exhibit A for copy of agreement: CITY OF LAS VEGAS – MULTIFAMILY RESIDENTIAL UNIT IMPROVEMENT

Per NRS 279.486 2(b) (1) (I) List the costs of the redevelopment project, including, without limitation, the costs of acquiring any real property, clearance costs, relocation costs, the costs of any improvements which will be paid by the Redevelopment Agency and the amount of the anticipated interest on any bonds issued or sold to finance the project.

N/A

Per NRS 279.486 2(b) (1) (II) What is the estimated current value of the real property interest to be conveyed or leased, determined at its highest and best use permitted under the redevelopment plan?

N/A

Per NRS 279.486 2(b) (1) (III) what is the estimated value of the real property interest to be conveyed or leased, determined at the use and with the conditions, covenants and restrictions, and development costs required by the sale or lease, and the current purchase price or present value of the lease payments which the lessee is required to make during the term of the lease? If the sale price or present value of the total rental amount to be paid to the agency or legislative body is less than the fair market value of the real property interest to be conveyed or leased, determined at the highest and best use permitted under the redevelopment plan, the agency shall provide an explanation of the reason for the difference.

N/A

Per NRS 279.486 2(b) (2) How Does the Redevelopment Project Benefit the Public and Eliminate Blight:

Extensive work will be done to rehabilitate a damaged, eight-unit apartment complex. Interior work will involve substantial repairs and replacements, as well as new flooring, baseboards, counters, plumbing, fixtures and cabinets.

What is the amount of Private Investment and who is providing it?

Approximately $200,100 - Omega Investments LLC - Owner equity and bank financing

What is the amount of Public Investment and who is providing it?

Not to Exceed $50,000 by the City of Las Vegas Redevelopment Agency

How many Direct Jobs will be Created? N/A Full-Time Equivalents

How many Indirect Jobs will be Created? N/A Indirect and Induced jobs

How many Direct Jobs will be Retained? N/A

Quantitative Economic Benefits:

$200,100 of labor and material will be expended in the Redevelopment Area during renovations.

Total Direct Economic Impact:

$200,100 in interior and exterior renovations.

Total Indirect Economic Impact:

N/A

Economic Impact Study Performed:	Yes ☐	No ☒
Return on Investment Analysis Performed:	Yes ☐	No ☒

RESOLUTION NO. _____

RESOLUTION FINDING THE PROJECT PROPOSED BY THE MULTIFAMILY RESIDENTIAL UNIT IMPROVEMENT PROGRAM AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND Omega Investments LLC (AS OWNER) TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE MFR-UIP BY THE AGENCY

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830, and on December 16, 2015, by Ordinance 6448 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on November 1, 2017 the Multifamily Residential Unit Improvement Program (the "MFR-UIP") in order to provide funding to owners of multifamily residential properties located within the Redevelopment Area for the purpose of making improvements to the interior of the units of such multifamily residential properties; and

WHEREAS, the Agency approved on January 3, 2018 the form of agreement for the Multifamily Residential Unit Improvement Program (the "MFR-UIP Agreement"); and

WHEREAS, Omega Investments LLC (the "MFR-UIP PARTICIPANT") is the owner of the real property located at 180 West New York Avenue (the "Property") and is undertaking certain interior improvements to the Property in accordance with the MFR-UIP ; and

WHEREAS, the Governing Board of the Agency has considered the findings that the development of said improvements to the Property are of benefit to the Redevelopment Area and/or the immediate neighborhood in which the Property is located; and

WHEREAS, the Governing Body of the Agency has considered the findings that no other reasonable means of financing the improvements to the building, facilities, structures, residences or other improvements on the Property are available; and

WHEREAS, the Governing Body of the Agency has been determined that the MFR-UIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to MFR-UIP PARTICIPANT for making physical, interior improvements to the building(s) on the Property, all as more fully set forth in the Agreement, is in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Agency hereby finds and determines that the development of said improvements are of benefit to the Redevelopment Area and/or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the Governing Board of the Agency hereby finds and determines there are no reasonable means of financing said improvements to the Property, and

RESOLVED FURTHER, that Governing Board of the Agency hereby approves the Agreement and determines the Agreement to be in compliance with and in furtherance of the goals and objectives of NRS 279 and the Redevelopment Plan, and the Chairperson of the Governing Board of the Agency is hereby authorized and directed to execute the Agreement for and on behalf of the Agency, and to execute any and all additional documents (including any Attachments to the Agreement) and to perform any additional acts necessary to carry out the intent and purpose of the Agreement.

THE FOREGOING RESOLUTION and AGREEMENT was passed, adopted and approved this ____ day of _____, 2018.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, Chair

ATTEST:

_____

SECRETARY

APPROVED AS TO FORM:

M. Cinchas 7-9-18
_____
Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
MULTIFAMILY RESIDENTIAL UNIT IMPROVEMENT INCENTIVE AGREEMENT
(Owner)

THIS MULTIFAMILY RESIDENTIAL UNIT IMPROVEMENT INCENTIVE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2018, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as the "Agency") and Omega Investments LLC, a Nevada Limited Liability Company (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the Agency administers funds of the Agency for the purposes of assisting business owners and landlords to attract or maintain businesses in the Agency redevelopment area and to support investment into existing commercial and residential structures in the Agency redevelopment area and to attract to or maintain housing in such redevelopment area; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area 1 and 2 (the "Redevelopment Area"), the Agency has approved a Multifamily Residential Unit Improvement Program (the "MFR-UIP") for the purpose of assisting property owners with undertaking the rehabilitation and renovation of multifamily residential properties, upgrades to multifamily properties that have changed ownership, and the conversion of offices/retail/industrial properties to multifamily residential; and

WHEREAS, Owner has agreed to construct the Project Improvements (defined below); and

WHEREAS, the Agency shall reimburse the Owner for any pre-approved qualified interior unit improvements ("Unit Improvements"), which the Agency has determined are significant in character, up to a maximum of FiftyThousand Dollars and 00/100 ($50000.00) (the "Agency Funds"),; and

WHEREAS, the Owner desires to participate in the MFR-UIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency and Owner do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds for Unit Improvements to that certain multifamily project described in Attachment "1", attached and incorporated herein by reference ("Project"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 S. Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities.

Owner is Omega Investments LLC, a Nevada Limited Liability Company. Owner's principal office is located at 8033 West Sunset Boulevard, Unit 851, Los Angeles, California 90046. The Owner hereby warrants that it is the owner of the building where the Project is located as of the Effective Date of this Agreement (as defined hereinafter). Such ownership is demonstrated by Attachment "2", "Proof of Ownership", which is attached hereto and is incorporated herein by reference.

SECTION 3: IMPROVEMENTS TO THE UNITS AND PROJECT BUDGET. Owner shall complete the Unit Improvements according to the Scope of Work and Tentative Schedule of Unit Improvements, which is attached hereto as Attachment "4" and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Unit Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within thirty (30) days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of the Unit Improvements, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the MFR-UIP Guidelines. The Unit Improvements shall be completed within one hundred eighty (180) days of commencement of work. Additional time may be given for completion of the Unit Improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The Unit Improvements also shall be referred to as the "Project" hereinafter. The Agency during construction of the Unit Improvements shall maintain a right of access to the Project in order to determine the status of the construction of the Unit Improvements and compliance with this Agreement, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the office building. Owner acknowledges and agrees that Agency has agreed to enter into this Agreement in reliance upon Owner's strict agreement to commence and complete the Unit Improvements by the required dates and any failure of Owner to commence and complete the Unit Improvements by the required dates will be a material default of Owner under this Agreement giving Agency the right to immediately terminate this Agreement.

Owner hereby acknowledges and agrees that (i) Agency is not involved in any way with the design and construction of the Unit Improvements, (ii) Agency does not warrant in any manner the suitability or construction of the Unit Improvements, (ii) except for the payment of the Agency Funds pursuant to the terms of this Agreement, Agency is not in any way or manner obligated or liable for the payment of the cost of the Unit Improvements, (iii) Owner hereby releases and waives any and all claims and causes of action against Agency in any way related to the design, construction and payment for the Unit Improvements except for the payment of the Agency Funds pursuant to the terms of this Agreement and (iv) Owner hereby agrees to indemnify and hold harmless Agency from any from and against any and all liens, demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, relating in any way to the Unit Improvements.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.498 must obtain three (3) or more competitive bids from properly

licensed contractors. If Owner is unable to obtain three (3) or more competitive bids, Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: DISBURSEMENT OF AGENCY FUNDS. Disbursement of the Agency Funds shall be made to as directed in writing by Owner upon completion of all of the following conditions for the benefit of Agency:

1. Agency has completed an inspection and review of the Property and determined that all the Unit Improvements have been fully completed pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the MFR-UIP Guidelines. Owner agrees to facilitate and cooperate with Agency in conducting such review and inspection of the Property. Owner shall provide Agency with such other documentation as reasonably required by Agency in connection with such inspection and review.
2. A Certificate of Completion of Construction, in the form of Attachment "5", has been issued.

Upon receipt of the above, Agency shall disburse the Agency Funds within thirty (30) days to Owner.

SECTION 6: COMPLIANCE WITH APPLICABLE LAWS, RULES AND/OR REGULATIONS. Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas and all other applicable laws, rules and/or regulations.

SECTION 7: RESERVED

SECTION 8: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to MFR-UIP provided for in this Agreement.

SECTION 9: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the MFR-UIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

Owner has declared that no other reasonable means of financing are available to undertake the Unit Improvements because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore Owner would not undertake the Unit Improvements contemplated in the Agreement through resources reasonably available to Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment "7" and by this reference made a part hereof.

Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment "7" and by this reference is made a part hereof. Owner, for Owner and its successors and assigns, represent that in the construction of Unit Improvements, Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 10: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. Owner warrants to Agency that it not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrant that they have disclosed, on the Disclosure of Principals form attached hereto as Attachment "6" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Until such time as the Agency Funds are disbursed, Owner shall notify Agency in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 11: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement ("Event of Default"). In connection with any default of Owner or Agency under this Agreement, the non-defaulting party shall have the right to terminate immediately this Agreement upon written notice to the defaulting party without any cure right for the benefit of the defaulting party. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The non-defaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the non-defaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this

Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of an Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, on the date specified in the written notice. In the event of termination of this Agreement by the Agency, then any obligation of Agency to disburse the Agency Funds shall terminate and be null and void and (ii) Owner agrees to return any and all Agency Funds heretofore paid shall be returned to Agency pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to pursue any of the Agency's remedies, legal and equitable, as permitted by law.

SECTION 12: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Executive Director designates in writing.

SECTION 13: TERM. Unless sooner terminated pursuant to the terms of this Agreement, the term of this Agreement shall expire at the earlier of (i) disbursement of the Agency Funds by Agency and (ii) 180 days after the Effective Date.

SECTION 14: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 15: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 16: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal delivery, or five (5) calendar days after the date of deposit in the United States mail ail or with an express delivery service.

If to the Agency: City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

If to the Owner: Omega Investments LLC
Attn: Steven Valchuis
8033 West Sunset Boulevard, Unit 851
Los Angeles, California 90046

SECTION 17: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 18: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. THIRD PARTY RIGHTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "7" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency, and Owner. Nothing in this Agreement shall confer upon any other third party of any type or sort other than the Owner and Agency any rights or remedies under or by reason of this Agreement, including, without limitation, any parties providing and/or supplying labor and/or materials to the Project and any claims or causes of action that any third party may have related to payment for labor and/or materials provided and/or supplied to the Project.

SECTION 19: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 20: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2018 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

EXECUTION BLOCKS ON NEXT PAGE

Date of Agency Approval:
AGENCY

CITY OF LAS VEGAS REDEVELOPMENT

_____, 2018

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency

ATTEST:

Omega Investments LLC

_____
LUANN D. HOLMES, MMC
Secretary

By: _____
Steven Valchuis, Member
"Owner"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

LIST OF ATTACHMENTS

ATTACHMENT "1"	DESCRIPTION OF PROJECT
ATTACHMENT "2"	PROOF OF OWNERSHIP
ATTACHMENT "3"	FORM OF BUILDING MAINTENANCE AGREEMENT
ATTACHMENT "4"	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "5"	CERTIFICATE OF COMPLETION OF CONSTRUCTION
ATTACHMENT "6"	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "7"	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT "1"

DESCRIPTION OF PROJECT

That portion of the unumbered blocks of MEADOWS ADDITION TO LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, page 43, in the Office of the County Recorder, Clark County, Nevada, and that portion of that certain semi-circular (now vacated) lying North of New York Avenue in said addition, the whole being particularly described in metes and bounds as follows: COMMENCING at the Northeast corner of said MEADOWS ADDITION, Thence North 88'48'55' West a distance of 509.23 feet to the Northeast corner of that certain parcel of land conveyed by Louis J. Ortner, et ux to L.P. Goebel, et ux, by Deed recorded April 22, 1953, as Document No. 403869, Clark County, Nevada records, the TRUE POINT OF BEGINNING; Thence Continuing North 88'33'35" West along the North line thereof a distance of 58.15 feet to a point; Thence South 3'33'35" West a distance of 125.70 feet to a point on the South line of said conveyed parcel; Thence South 86'26'25" East along the said South line a distance off 55.90 feet to a point; Thence North 04'32'05" East a distance of 128.12 feet to the TRUE POINT OF BEGINNING.

ATTACHMENT "2"

PROOF OF OWNERSHIP

Fees: $40.00
RPTT: $2096.10 Ex #:
04/13/2018 03:26:45 PM
Receipt #: 3374630
Requestor:
STEWART TITLE COMPANY - F
Recorded By: OSA Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN: 162-04-710-007
Escrow No: 18002069-201-MKS
R.P.T.T: $2,096.10

Recording Requested By: Stewart Title Company
Mail Tax Statements To: *Same as below*
When Recorded Mail To:

OMEGA INVESTMENTS L.L.C.
8033 W SUNSET BLVD #851
LOS ANGELES, CA 90046

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That for valuable consideration, the receipt of which is hereby acknowledged, **AV Rentals LLC, a Nevada limited liability company** does hereby Grant, Bargain, Sell and Convey to **Omega Investments L.L.C., a Nevada limited liability company** all that real property situated in the County of Clark, State of Nevada, described as follows:

For Legal Description, See Attached Exhibit "A", attached hereto and made a part hereof.

SUBJECT TO:
1. Taxes for fiscal year 2017/18;
2. Reservations, restrictions, conditions, rights, rights of way and easements, if any of record on said premises.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

See page 2 for signature of Grantor(s) and Notary Acknowledgment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On Apr. 04, 2018, before me, Daniel Borquez, Notary Public,
personally appeared Anthony Marinaccio

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 _____

DANIEL BORQUEZ
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
COMMISSION # 2077916
MY COMM. EXPIRES AUG. 22, 2018

This area for official notarial seal.

OPTIONAL SECTION – NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S): _____
- ☐ PARTNERS: ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY IN FACT
- ☐ GUARDIAN/CONSERVATOR
- ☐ TRUSTEE(S)
- ☐ OTHER: _____

SIGNER IS REPRESENTING:

_____ Name of Person or Entity

_____ Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: Grant, Bargain, Sale Deed

NUMBER OF PAGES: 2 DATE OF DOCUMENT: 04-04-18

SIGNER(S) OTHER THAN NAMED ABOVE: _____

Reproduced by First American Title Insurance Company Mortgage Solutions-NTP 2015-03-31

Escrow No. 18002069-201-MKS

EXHIBIT "A"
Legal Description

That portion of the unnumbered blocks of MEADOWS ADDITION TO LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, page 43, in the Office of the County Recorder, Clark County, Nevada, and that portion of that certain semi-circular (now vacated) lying North of New York Avenue in said addition, the whole being particularly described in metes and bounds as follows:

COMMENCING at the Northeast corner of said MEADOWS ADDITION,
Thence North 88°48'35" West a distance of 509.23 feet to the Northeast corner of that certain parcel of land conveyed by Louis J Ortner, et ux to L.P. Goebel, et ux, by Deed recorded April 22, 1953, as Document No. 403869, Clark County, Nevada records, the TRUE POINT OF BEGINNING;
Thence Continuing North 88°48'35"West along the North line thereof a distance of 58.15 feet to a point;
Thence South 03°33'35" West a distance of 125.70 feet to a point on the South line of said conveyed parcel;
Thence South 86°26'25" East along the said South line a distance of 55.90 feet to a point;
Thence North 04°32'05" East a distance of 128.12 feet to the TRUE POINT OF BEGINNING

ATTACHMENT "3"

FORM OF BUILDING MAINTENANCE AGREEMENT

APN: 162-04-710-007

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2018, between Omega Investments LLC, a Nevada limited liability company hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 180 West New York Avenue, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 162-04-710-007; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Multifamily Residential Unit Improvement Program (the "MFR-UIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and;

WHEREAS, Owner has installed certain improvements to the Property pursuant to that certain Multifamily Residential Unit Improvement Incentive Agreement entered into between agency and Owner ("MFR-UIP Agreement") whereby Agency provided partial funding for the construction and/or installation of improvements and upgrades to the residential building located on the Property; and

WHEREAS, Owner has completed the work to the Property described in the MFR_UIP Agreement; and

WHEREAS, by the terms of the MFR-UIP Agreement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the improvements described in Exhibit "B" attached hereto (the "Unit Improvement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's Maintenance Agreement.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of Unit Improvement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this Agreement, or as may be otherwise approved by City during the term of this Agreement. Copies of the plans for the Unit Improvement Area required to be maintained under this Agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Economic and Urban Development, 495 S. Main Street, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this Agreement to diligently maintain and care for the Unit Improvement Area in accordance with the plans approved by Agency and to generally maintain the Property. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All interior building improvements shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this Agreement, or as may be otherwise approved by Agency during the term of this Agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

    d) All windows shall be secure, well-sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

f) Landscaping will be kept watered, trimmed, repaired to keep a consistence appearance as to when first installed.

g) All interior cabinets, flooring, plumbing, lighting, fixtures, sinks, tubs/showers, faucets, and other unit improvements be maintained and repaired in accordance with the City of Las Vegas Building Code as well as the standard for market rate multifamily residential units less normal wear.

h) Fire alarms, fire extinguishers, smoke alarms and other fire notification and suppression systems are to be operable and maintained in accordance with the City of Las Vegas Fire Code at all times.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this Agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform. Upon such notice, Owner agrees to facilitate Agency's access to the overall Property and to specific Units in order to cure such default and correct such default. Owner agrees to reimburse Agency for all costs incurred by Agency in the work and/or correction.

In the event Agency elects not to cure the default, Agency shall have the right to demand in writing reimbursement from Owner of all funds advanced to Owner under the MFR-UIP Agreement. Upon such demand, Owner shall reimburse Agency of all funds advanced to Owner under the MFR-UIP Agreement within thirty (30) days of such written demand.

Owner hereby grants to Agency a lien on the Property to secure the payment of any amounts owned to Agency by Owner under this Agreement not paid when due as well as costs of collection, including, without limitation, attorneys' fees and court costs. Agency may execute and record a document setting forth the amount of delinquent sums due to Agency and the fact that a lien exists to secure the repayment thereof.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
c/o Economic And Urban Development
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: Omega Investments LLC
Attn.: Steven Valchuis
8033 W. Sunset Blvd., Unit #851
Los Angeles, CA 90046

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property

or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this Agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this Agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with forty-eight (48) hours advance notice to enter upon the Property subject to this Agreement to perform inspections of the improvements or to perform any work authorized by this Agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon execution of this Agreement by both parties, the Agency shall record this Agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the Agreement showing the Recorder's stamp.

This Agreement pertains to that area of the Property covered by the Unit Improvement Area, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of this agreement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this Agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this Agreement resorts to a legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire Agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the

Agency, addressed as indicated in the request, stating that the property is in compliance with this Agreement, or not, and stating the amount of any outstanding fees or charge

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

Omega Investments LLC

By: _____ Date: _____
Name: Steven Valchuis
Title: MEMBER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2018 by Steven Valchuis as Member ____ of Omega Investments LLC ____.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2018 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That portion of the unumbered blocks of MEADOWS ADDITION TO LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, page 43, in the Office of the County Recorder, Clark County, Nevada, and that portion of that certain semi-circular (now vacated) lying North of New York Avenue in said addition, the whole being particularly described in metes and bounds as follows: COMMENCING at the Northeast corner of said MEADOWS ADDITION, Thence North 88'48'55' West a distance of 509.23 feet to the Northeast corner of that certain parcel of land conveyed by Louis J. Ortner, et ux to L.P. Goebel, et ux, by Deed recorded April 22, 1953, as Document No. 403869, Clark County, Nevada records, the TRUE POINT OF BEGINNING; Thence Continuing North 88'33'35" West along the North line thereof a distance of 58.15 feet to a point; Thence South 3'33'35" West a distance of 125.70 feet to a point on the South line of said conveyed parcel; Thence South 86'26'25" East along the said South line a distance off 55.90 feet to a point; Thence North 04'32'05" East a distance of 128.12 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

DESCRIPTION OF THE UNIT IMPROVEMENT AREA

Unit Improvement Area: The area consisting of the building, which is located at the northeast corner at the intersection of West New York Avenue and Fairfield Avenue as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all interior improvements described in the MFR-UIP Agreement as well as exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Maintenance Agreement granted herein shall terminate five (5) years from the date of execution of the recordation of this Agreement without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT "4"

SCOPE OF WORK AND TENTATIVE SCHEDULE OF UNIT IMPROVEMENTS

Interior Improvements

Demo units (8)	$5,200
Remove and repour concrete flooring in 1st floor units	$20,500
New interior doors and hardware	$6,600
New baseboards and casings	$2,900
Repair damaged subfloor throughout 2nd floor	$7,100
Supply and install concrete board (8)	$2,900
Install tile flooring throughout (8)	$14,300
Fabricate and install new counters (8)	$8,000
Supply and install new plumbing and fixtures (8)	$10,400
Supply and install bathroom tile	$7,600
Patch and paint units (8)	$13,500
Supply and install kitchen and bathroom cabinets	$13,800
Supply and install washer and dryer hookups	$16,000

TOTAL COST PER UNIT	**$ 16,075**
NUMBER OF UNITS	**x 8**
GRAND TOTAL	**$128,600**

Estimated MFR-UIP Grant **$50,000**

Schedule of Improvements

Work will be completed within 180 days of execution of the Agreement

ATTACHMENT "5"

CERTIFICATE OF COMPLETION OF CONSTRUCTION

CERTIFICATE OF COMPLETION OF CONSTRUCTION

WHEREAS, pursuant to the Multifamily Residential Unit Improvement Agreement ("Agreement") dated _____, 2018, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic (the "Agency"), provided assistance to Omega Investments LLC, or their permitted assignee(s) (collectively the "Owner") for construction and development of a certain redevelopment project situated in the City of Las Vegas, Nevada, described on Attachments "A" and " B", attached hereto and made a part hereof (the "Site"); and

WHEREAS, as referenced in said Agreement, the Developer shall certify to the Agency that all construction on the Site or a phased portion of the Site has been substantially completed in compliance with the Agreement; and

WHEREAS, as referenced in said Agreement, the Agency shall furnish the Owner with a Certificate of Completion upon completion of all construction, or a portion of the Site which Certificate shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction on the Site or a phased portion of the Site required by the Agreement.

Now, therefore:

1. The Owner hereby certifies to the Agency that all construction on the Site has been completed in compliance with the Agreement.

2. The Agency agrees and docs hereby certify that the construction of the Site have been fully and satisfactorily performed and completed as required by the Agreement.

3. This Certificate of Completion may be executed in counterparts, all such counterparts will constitute the same Certification of Completion 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 Agency has executed this Certificate this _____ day of _____, 2018.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

Omega Investments LLC

By: _____
Steven Valchuis, Member
"Owner"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ATTACHMENT "A"

THE SITE

180 West Sunset Boulevard, Las Vegas, Nevada 89102

Omega Investments LLC



ATTACHMENT "B"

Legal Description

That portion of the unumbered blocks of MEADOWS ADDITION TO LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, page 43, in the Office of the County Recorder, Clark County, Nevada, and that portion of that certain semi-circular (now vacated) lying North of New York Avenue in said addition, the whole being particularly described in metes and bounds as follows: COMMENCING at the Northeast corner of said MEADOWS ADDITION, Thence North 88'48'55' West a distance of 509.23 feet to the Northeast corner of that certain parcel of land conveyed by Louis J. Ortner, et ux to L.P. Goebel, et ux, by Deed recorded April 22, 1953, as Document No. 403869, Clark County, Nevada records, the TRUE POINT OF BEGINNING; Thence Continuing North 88'33'35" West along the North line thereof a distance of 58.15 feet to a point; Thence South 3'33'35" West a distance of 125.70 feet to a point on the South line of said conveyed parcel; Thence South 86'26'25" East along the said South line a distance off 55.90 feet to a point; Thence North 04'32'05" East a distance of 128.12 feet to the TRUE POINT OF BEGINNING.

ATTACHMENT "6"

DISCLOSURE OF PRINCIPALS – PROPERTY OWNER

MFR Contracting Entity Information

Corporate Name:

Omega Investments LLC

Mailing Address:

8033 W Sunset blvd. unit 851. Los Angeles CA 90046

Business Phone Number:

310-906-7078

Tax ID or Social Security Number:

82-4064812

Ownership Interest

Estate in Severalty _____ Tenancy in Common X Joint Tenancy _____

Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all **persons/individuals** holding more than one percent ownership interest in the real property, even if its just one person.

Full Name & Title	Business Address	Business Phone
Steven Velchuis, Member	8033 W Sunset blvd, 851, Los Angeles	310-906-7078

Certification of Disclosure of Ownership/Principal – Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: _____

Date: 6/27/18

State of Nevada

County of Clark

This instrument was acknowledged before me on

_____ (date) by

_____ (name of person)

SEE ATTACHED

Notary Public

Notary Public

ATTACHMENT "7"

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Steven Velchuis, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Omega Investments LLC, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 180 W New York Ave, Las Vegas ("Site"), as more particularly described by the MFR-VIP or MFR-UIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.

2. I hereby warrant that I own the site.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (**check one or more**):

   a. Encourage the creation of new business or other appropriate development; ☒
   b. Create jobs or other business opportunities for nearby residents; ☒
   c. Increase local revenues from desirable sources; ☐
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☐
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☒

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as **checked** by the Participant:

   a. An inducement for new businesses to locate, or existing businesses to remain within, the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the property owner; ☐ or

   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance; ☐ or

   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight; ☒ or

   d. The exterior improvements to the property do not have a direct effect on revenues therefore, making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐

Participant agrees to submit to the Agency its documentation that evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:
   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. ___(initial)
   Landlord supplies proof
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. ___(initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. ___(initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. ___(initial)
5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family- owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment and residential opportunities by setting an example to other property owners to renovate their property and help create more residential and/or employment opportunities through an expansion of business and renovation of multi-family residential units. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.
6. I also hereby agree to and understand that in conjunction with participation in the MFR-Visual Improvement Program and/or MFR-Unit Improvement Program, the city of Las Vegas will record a non-exclusive façade easement and/or building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/ or business owner will have the option to repurchase the façade easement and/or building maintenance agreement from the Agency during the five-year period.

DATED this 27 day of June, 2018.

Authorized Signature: _____

SIGNED AND SWORN TO before me

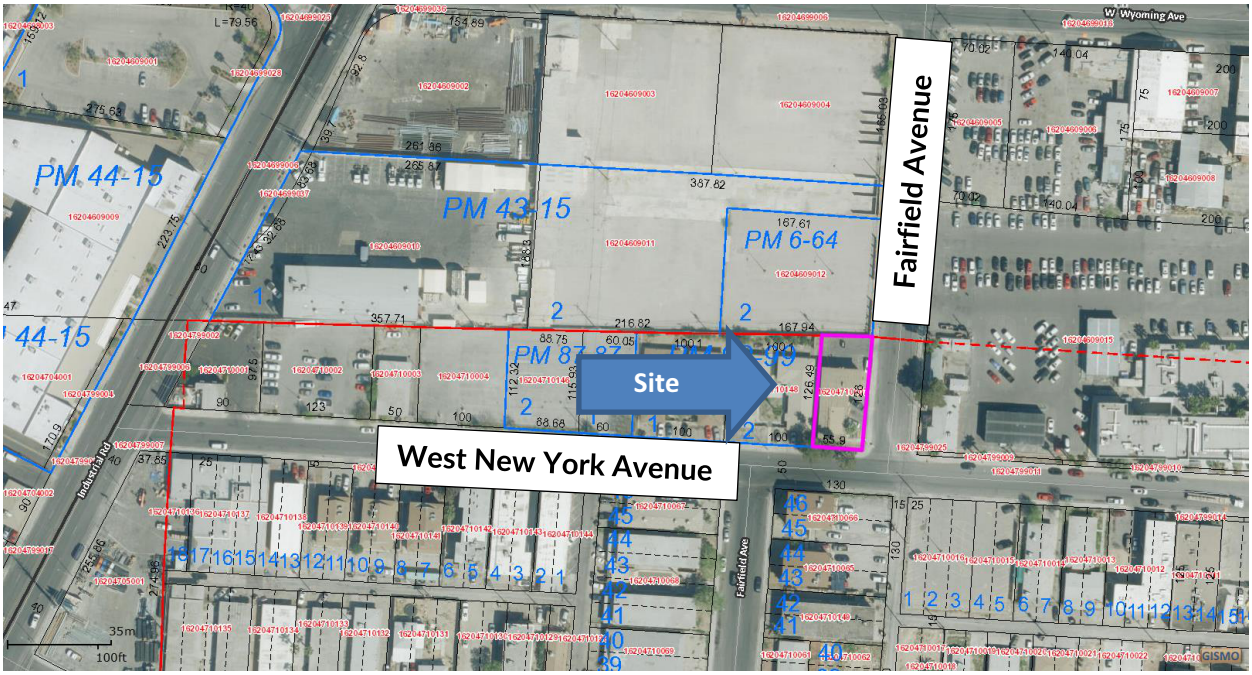
this _____ day of _____, by _____.

NOTARY PUBLIC
My Commission Expires: SEE ATTACHED

SITE MAP

180 West New York Avenue, Las Vegas, Nevada 89102

Omega Investments LLC



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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
RESOLUTIONS:

R-44-2018 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Multifamily Residential Visual Improvement Program (MFR-VIP) Agreement between the RDA and Omega Investments LLC (Owner) located at 180 West New York Avenue, to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area 1 Ward 3 [NOTE: This item is related to RDA Item 7 (RA-20-2018)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is related to a Redevelopment item regarding assisting Omega Investments LLC with the cost of improvements to the property located at 180 West New York Avenue (APN 162-04-710-007). Approval will adopt findings that the MFR-VIP Agreement is in compliance with and furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-44-2018
2. Public Purpose Impact Analysis
3. Site Map

RESOLUTION NO. R-44-2018

RESOLUTION FINDING THE PROJECT PROPOSED BY THE MULTIFAMILY RESIDENTIAL VISUAL IMPROVEMENT PROGRAM AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND Omega Investments LLC (AS OWNER) TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE MFR-VIP BY THE AGENCY

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830, and on December 16, 2015, by Ordinance 6448 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on November 1, 2017 the Multifamily Residential Visual Improvement Program Agreement ("the MFR-VIP") in order to provide funding to owners of multifamily residential properties located within the Redevelopment Area for the purpose of making improvements to the exterior space of the residential units of such multifamily properties ; and;

WHEREAS, the Agency approved on January 3, 2018 the form of agreement for the Multifamily Residential Visual Improvement Program (the "MFR-VIP Agreement"); and

WHEREAS, Omega Investments LLC (the "MFR-VIP PARTICIPANT") is the owner of the real property located at 180 West New York Avenue (the "Property"), and is undertaking certain exterior improvements to the Property in accordance with the MFR-VIP; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of said improvements to the Property are of benefit to the Redevelopment Area and/or the immediate neighborhood in which the Property is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the improvements to the building, facilities, structures, residences or other improvements on the Property are available; and

WHEREAS, the City Council of the City of Las Vegas has determined that the MFR-VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to the MFR-VIP PARTICIPANT for making physical exterior improvements to the building(s) on the Property, all as more fully set forth in the Agreement, is in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of said improvements are of benefit to the Redevelopment Area and/or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing said improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the MFR-VIP PARTICIPANT concerning the improvements to the building on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2018.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____ 1-9-18
Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
MULTIFAMILY RESIDENTIAL VISUAL IMPROVEMENT AGREEMENT

(Owner)

THIS MULTIFAMILY RESIDENTIAL VISUAL IMPROVEMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2018, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as the "Agency") and Omega Investments LLC, a Nevada limited liability company (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the Agency administers funds of the Agency for the purposes of assisting property owners with financial assistance for substantially upgrading the exterior appearance of their multifamily residential properties in the Agency redevelopment area; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area 1 and 2 (the "Redevelopment Area"), the Agency approved an Multifamily Residential Visual Improvement Program (the "MFRVIP") for the purpose of assisting property owners with multifamily residential upgrades in order to revitalize and promote the economic stability of the redevelopment areas; and

WHEREAS, pursuant to the implementation of the Multifamily Residential VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Facade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment "1" and incorporated herein, subject to the Owner's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the property in accordance with this Agreement and the Multifamily Residential VIP Guidelines (the "MFRVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements ("Improvements") up to a maximum of Twenty-Five Thousand Dollars and 00/100 ($25000.00) (the "Agency Funds"), and the Owner has provided at least a 200% matching cash contribution to the Agency's participation to ensure that the Owner has a vested interest in the completion of its improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency and Owner do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment "1" and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the

Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 S. Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. Owner is Omega Investments LLC, a Nevada Limited Liability Company. Owner's principal office is located at 8033 West Sunset Boulevard, Unit 851, Los Angeles, California 90046. The Owner hereby warrants that it is the owner of the building where the Project is located as of the Effective Date of this Agreement (as defined hereinafter). Such ownership is demonstrated by Attachment "2", "Proof of Ownership", which is attached hereto and is incorporated herein by reference.

"Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "parties" hereinafter.

SECTION 3: GRANT OF FACADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment "3", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount equal to the lesser of (i) one hundred percent (100%) of the facade improvements and (ii) the amount of Twenty-five Thousand Dollars and 00/100 **($25000)**, for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes, but it not limited to, the following: painting, cleaning, tuck pointing, facade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage including neon sign restoration, window tinting, new or replacement awnings, permanent landscaping including public art, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner has submitted paid invoices from contractor(s) to the Agency.

b. Owner shall have provided Agency with all the documents required for participation in the MFRVIP, as set forth in the MFRVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement, in substantially the form attached hereto as Attachment "3" and a Building Facade Maintenance Agreement, in substantially the form attached hereto as Attachment "4".

c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project Improvements, and inspection and approval of such Improvements, in accordance with the MFRVIP Guidelines.

d. The Agency shall cause the Facade Easement and the Building Facade Maintenance Agreement to be recorded against the Property promptly after completion of the Project Improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Facade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project Improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Facade Maintenance Agreement, Attachment "4" attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment "4".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the Owner the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment "3", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall each pay all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The

Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement to be recorded on the Property

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment "5" and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within thirty (30) days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Facade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the MFRVIP Guidelines. Owner shall complete the improvements within one hundred eighty (180) days of commencement of work. Additional time may be given for completion of the improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site. Owner acknowledges and agrees that Agency has agreed to enter into this Agreement in reliance upon Owner's strict agreement to commence and complete the improvements by the required dates and any failure of Owner to commence and complete the improvements by the required dates will be a material default of Owner under this Agreement giving Agency the right to immediately terminate this Agreement.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.498 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain three (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 8: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to commence and/or complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 9: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to MFRVIP provided for in this Agreement.

SECTION 10: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the MFRVIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment "7" and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment "7" and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 11: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999,

Owner warrants that they have disclosed, on the Disclosure of Principals form attached hereto as Attachment "6" herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 12: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement ("Event of Default"). In connection with any default of Owner or Agency under this Agreement, the non-defaulting party shall have the right to terminate immediately this Agreement upon written notice to the defaulting party without any cure right for the benefit of the defaulting party. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The non-defaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the non-defaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of an Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, then (i) any obligation of Agency to acquire the Façade easement shall terminate and be null and void and (ii) Owner agrees to return any and all Agency Funds heretofore paid to the Tenant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 13: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 14: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 15: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 16: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 17: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

If to the Agency: City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

If to the Owner: Omega Investments LLC
Attn: Steven Valchuis
8033 West Sunset Boulevard, Unit 851
Los Angeles, California 90046

SECTION 18: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 19: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "7" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and Owner.

SECTION 20: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2018 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

EXECUTION BLOCKS ON NEXT PAGE

Date of Agency Approval:

_____, 2018

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency

Omega Investments LLC

By: _____
Steven Valchuis, Member
"Owner"

LIST OF ATTACHMENTS

ATTACHMENT "1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT "2"	PROOF OF OWNERSHIP
ATTACHMENT "3 "	FORM OF FAÇADE EASEMENT
ATTACHMENT "4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT "5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "6 "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "7 "	EMPLOYMENT PLAN

ATTACHMENT "1"

LEGAL DESCRIPTION OF THE PROPERTY

That portion of the unumbered blocks of MEADOWS ADDITION TO LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, page 43, in the Office of the County Recorder, Clark County, Nevada, and that portion of that certain semi-circular (now vacated) lying North of New York Avenue in said addition, the whole being particularly described in metes and bounds as follows: COMMENCING at the Northeast corner of said MEADOWS ADDITION, Thence North 88'48'55' West a distance of 509.23 feet to the Northeast corner of that certain parcel of land conveyed by Louis J. Ortner, et ux to L.P. Goebel, et ux, by Deed recorded April 22, 1953, as Document No. 403869, Clark County, Nevada records, the TRUE POINT OF BEGINNING; Thence Continuing North 88'33'35" West along the North line thereof a distance of 58.15 feet to a point; Thence South 3'33'35" West a distance of 125.70 feet to a point on the South line of said conveyed parcel; Thence South 86'26'25" East along the said South line a distance off 55.90 feet to a point; Thence North 04'32'05" East a distance of 128.12 feet to the TRUE POINT OF BEGINNING.

ATTACHMENT "2"

PROOF OF OWNERSHIP

Fee: $40.00
RPTT: $2096.10 Ex #:
04/13/2018 03:25:45 PM
Receipt #: 3374830
Requestor:
STEWART TITLE COMPANY - F
Recorded By: OSA Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN: 162-04-710-007
Escrow No: 18002069-201-MKS
R.P.T.T: $2,096.10

Recording Requested By: Stewart Title Company
Mail Tax Statements To: *Same as below*
When Recorded Mail To:

OMEGA INVESTMENTS L.L.C.
8033 W SUNSET BLVD #851
LOS ANGELES, CA 90046

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That for valuable consideration, the receipt of which is hereby acknowledged, **AV Rentals LLC, a Nevada limited liability company** does hereby Grant, Bargain, Sell and Convey to **Omega Investments L.L.C., a Nevada limited liability company** all that real property situated in the County of Clark, State of Nevada, described as follows:

For Legal Description, See Attached Exhibit "A", attached hereto and made a part hereof.

SUBJECT TO:

1. Taxes for fiscal year 2017/18;
2. Reservations, restrictions, conditions, rights, rights of way and easements, if any of record on said premises.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

See page 2 for signature of Grantor(s) and Notary Acknowledgment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On Apr. 04, 2018, before me, Daniel Borquez, Notary Public,
personally appeared Anthony Marinaccio

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

DANIEL BORQUEZ
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
COMMISSION # 2077916
MY COMM. EXPIRES AUG. 22, 2018

This area for official notarial seal.

OPTIONAL SECTION – NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S): _____
- ☐ PARTNERS: ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY IN FACT
- ☐ GUARDIAN/CONSERVATOR
- ☐ TRUSTEE(S)
- ☐ OTHER: _____

SIGNER IS REPRESENTING:

_____ Name of Person or Entity

_____ Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: Grant, Bargain, Sale Deed

NUMBER OF PAGES: 2 DATE OF DOCUMENT: 04-04-18

SIGNER(S) OTHER THAN NAMED ABOVE: _____

Reproduced by First American Title Insurance Company Mortgage Solutions-NTP 2015-03-31

Escrow No. 18002069-201-MKS

EXHIBIT "A"
Legal Description

That portion of the unnumbered blocks of MEADOWS ADDITION TO LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, page 43, in the Office of the County Recorder, Clark County, Nevada, and that portion of that certain semi-circular (now vacated) lying North of New York Avenue in said addition, the whole being particularly described in metes and bounds as follows:

COMMENCING at the Northeast corner of said MEADOWS ADDITION,.
Thence North 88°48'35" West a distance of 509.23 feet to the Northeast corner of that certain parcel of land conveyed by Louis J Ortner, et ux to L.P. Goebel, et ux, by Deed recorded April 22, 1953, as Document No. 403869, Clark County, Nevada records, the TRUE POINT OF BEGINNING;
Thence Continuing North 88°48'35"West along the North line thereof a distance of 58.15 feet to a point;
Thence South 03°33'35" West a distance of 125.70 feet to a point on the South line of said conveyed parcel;
Thence South 86°26'25" East along the said South line a distance of 55.90 feet to a point;
Thence North 04°32'05" East a distance of 128.12 feet to the TRUE POINT OF BEGINNING

ATTACHMENT "3"

FORM OF FAÇADE EASEMENT

APN: 162-04-710-007

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Omega Investments LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Multifamily Residential Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "MFRVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the MFRVIP Agreement and Grantee's Multifamily Residential Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Facade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that have been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement and shall continue until five (5) years from the date of the recordation of this Façade Easement. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Grantor shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Grantor and Grantee shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding upon and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

EXECUTION BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, Grantor has executed this Facade Easement as of this ____ day of _____, 2018

Omega Investments LLC

By:_____
Steven Valchuis
Its: Member

"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN

Its: Chair

"GRANTEE"

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2018 by Steven Valchuis as Member of Omega Investments LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2018 by Carolyn G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That portion of the unumbered blocks of MEADOWS ADDITION TO LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, page 43, in the Office of the County Recorder, Clark County, Nevada, and that portion of that certain semi-circular (now vacated) lying North of New York Avenue in said addition, the whole being particularly described in metes and bounds as follows: COMMENCING at the Northeast corner of said MEADOWS ADDITION, Thence North 88'48'55' West a distance of 509.23 feet to the Northeast corner of that certain parcel of land conveyed by Louis J. Ortner, et ux to L.P. Goebel, et ux, by Deed recorded April 22, 1953, as Document No. 403869, Clark County, Nevada records, the TRUE POINT OF BEGINNING; Thence Continuing North 88'33'35" West along the North line thereof a distance of 58.15 feet to a point; Thence South 3'33'35" West a distance of 125.70 feet to a point on the South line of said conveyed parcel; Thence South 86'26'25" East along the said South line a distance off 55.90 feet to a point; Thence North 04'32'05" East a distance of 128.12 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is located at the northeast corner at the intersection of West New York Avenue and Fairfield Avenue as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, signs, and other architectural projections.

The Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement without further action upon the City of Las Vegas Redevelopment Agency

EXHIBIT C

FORM OF FACADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $25,000 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$25,000
Anytime during second year:	$20,000
Anytime during third year:	$15,000
Anytime during fourth year:	$10,000
Anytime during fifth year:	$5,000

After five full years from recordation of the Facade Easement Deed: $0.00

ATTACHMENT "4"

FORM OF BUILDING MAINTENANCE AGREEMENT

APN: 162-04-710-007

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2018, between Omega Investments LLC, a Nevada limited liability company hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 180 West New York Avenue, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 162-04-710-007; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Multifamily Residential Visual Improvement Program (the "MFR VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the facades of the property facing the Facade Easement Area: The area consisting of the building face of said building, which faces as described in *"Exhibit A – Legal Description of the Property"* and other public areas, including landscaping, all exterior wall planes, window, doors, fascias, awnings, signs, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent

with the Multifamily Residential Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "MFRVIP Agreement"); and

WHEREAS, by the terms of said Facade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the facade(s) covered by the Facade Easement, legally described in Exhibit "B" attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Facade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Facade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this Agreement, or as may be otherwise approved by City during the term of this Agreement. Copies of the plans for the Facade Easement Area required to be maintained under this Agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Economic and Urban Development, 495 S. Main Street, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this Agreement to diligently maintain and care for the Facade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this Agreement, or as may be otherwise approved by Agency during the term of this Agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

d) All windows shall be secure, well-sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

f) Landscaping will be kept watered, trimmed, repaired to keep a consistent appearance as to when first installed.

g) All signage will be maintained in good condition and operating consistent with the appearance and operating condition as to when first installed.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this Agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of

curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
c/o Economic And Urban Development
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: Omega Investments LLC
Attn.: Steven Valchuis
8033 West Sunset Boulevard, Unit 851
Los Angeles, California 90046

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this Agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with forty-eight (48) hours advance notice to enter upon the Property subject to this Agreement to perform inspections of the facade improvements or to perform any work authorized by this Agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Facade Easement Deed and execution of this Agreement by both parties, the Agency shall record this Agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the Agreement showing the Recorder's stamp.

This Agreement pertains to that area of the Property covered by the Facade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Facade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this Agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this Agreement resorts to a legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire Agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this Agreement, or not, and stating the amount of any outstanding fees or charges.

EXECUTION BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

Omega Investments LLC

By: _____ Date: _____
Name: Steven Valchuis
Title: MEMBER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2018 by Steven Valchuis as Member of Omega Investments LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2018 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That portion of the unumbered blocks of MEADOWS ADDITION TO LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, page 43, in the Office of the County Recorder, Clark County, Nevada, and that portion of that certain semi-circular (now vacated) lying North of New York Avenue in said addition, the whole being particularly described in metes and bounds as follows: COMMENCING at the Northeast corner of said MEADOWS ADDITION, Thence North 88'48'55' West a distance of 509.23 feet to the Northeast corner of that certain parcel of land conveyed by Louis J. Ortner, et ux to L.P. Goebel, et ux, by Deed recorded April 22, 1953, as Document No. 403869, Clark County, Nevada records, the TRUE POINT OF BEGINNING; Thence Continuing North 88'33'35" West along the North line thereof a distance of 58.15 feet to a point; Thence South 3'33'35" West a distance of 125.70 feet to a point on the South line of said conveyed parcel; Thence South 86'26'25" East along the said South line a distance off 55.90 feet to a point; Thence North 04'32'05" East a distance of 128.12 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is located at the northeast corner at the intersection of West New York Avenue and Fairfield Avenue as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, landscaping, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT "5"

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

Exterior Improvements

Metal Frame and Concrete Stairs (2)	$7,500
Repair and Paint Stucco	$18,700
Exterior Sheet Metal	$300
New Exterior Doors and hardware (8)	$6,800
Replace outdoor electrical and lights	$8,000
Supply and install new windows	$21,200
Landscaping, new low maintenance plantings and remove dead trees	$9,000

TOTAL COST	**$ 71,500**

Estimated MFR-VIP Grant	**$25,000**

Schedule of Improvements

Work will be completed within 180 days of execution of the Agreement

ATTACHMENT "6"

DISCLOSURE OF PRINCIPALS – REAL PROPERTY

MFR Contracting Entity Information

Corporate Name:

Omega Investments LLC

Mailing Address:

8033 W Sunset blvd. unit 851. Los Angeles CA 90046

Business Phone Number:

310-906-7078

Tax ID or Social Security Number:

82-4064812

Ownership Interest

Estate in Severalty _____ Tenancy in Common X Joint Tenancy _____

Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all **persons/individuals** holding more than one percent ownership interest in the real property, even if its just one person.

Full Name & Title	Business Address	Business Phone
Steven Velchuis, Member	8033 W Sunset blvd, 851, Los Angeles	310-906-7078

Certification of Disclosure of Ownership/Principal – Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: _____

Date: 6/27/18

State of Nevada

County of Clark

This instrument was acknowledged before me on

_____ (date) by

_____ (name of person)

SEE ATTACHED

Notary Public

Notary Public

ATTACHMENT "7 "

EMPLOYMENT PLAN

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Steven Vekhuis, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Omega Investments LLC, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 180 W New York Ave, Las Vegas ("Site"), as more particularly described by the MFR-VIP or MFR-UIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.

2. I hereby warrant that I own the site.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☒
   b. Create jobs or other business opportunities for nearby residents; ☒
   c. Increase local revenues from desirable sources; ☐
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☐
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☒

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate, or existing businesses to remain within, the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the property owner; ☐ or

   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance; ☐ or

   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight; ☒ or

   d. The exterior improvements to the property do not have a direct effect on revenues therefore, making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐

Participant agrees to submit to the Agency its documentation that evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:
   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. ___(initial)
   Landlord supplies proof
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. ___(initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. ___(initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. ___(initial)
5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family- owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment and residential opportunities by setting an example to other property owners to renovate their property and help create more residential and/or employment opportunities through an expansion of business and renovation of multi-family residential units. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.
6. I also hereby agree to and understand that in conjunction with participation in the MFR-Visual Improvement Program and/or MFR-Unit Improvement Program, the city of Las Vegas will record a non-exclusive façade easement and/or building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/ or business owner will have the option to repurchase the façade easement and/or building maintenance agreement from the Agency during the five-year period.

DATED this 27 day of June, 2018.

Authorized Signature: _____

SIGNED AND SWORN TO before me

this _____ day of _____, by _____.

NOTARY PUBLIC
My Commission Expires: SEE ATTACHED

Public Purpose/Impact Analysis Report
NRS 279.486

City Council/Redevelopment Agency Meeting
August 1, 2018

Title of Project: Multifamily Residential Visual Improvement Program

Sponsor/Developer: Omega Investments LLC

Address Of Project: 180 West New York Avenue

Per NRS 279.486 2(a) attach a copy of any contract, memorandum of understanding or other agreement between the agency or the legislative body and any other person relating to the redevelopment project to this report.

Please refer to RDA Resolution as Exhibit A for copy of agreement: CITY OF LAS VEGAS - MULTIFAMILY RESIDENTIAL VISUAL IMPROVEMENT

Per NRS 279.486 2(b) (1) (I) List the costs of the redevelopment project, including, without limitation, the costs of acquiring any real property, clearance costs, relocation costs, the costs of any improvements which will be paid by the Redevelopment Agency and the amount of the anticipated interest on any bonds issued or sold to finance the project.

N/A

Per NRS 279.486 2(b) (1) (II) What is the estimated current value of the real property interest to be conveyed or leased, determined at its highest and best use permitted under the redevelopment plan?

N/A

Per NRS 279.486 2(b) (1) (III) what is the estimated value of the real property interest to be conveyed or leased, determined at the use and with the conditions, covenants and restrictions, and development costs required by the sale or lease, and the current purchase price or present value of the lease payments which the lessee is required to make during the term of the lease? If the sale price or present value of the total rental amount to be paid to the agency or legislative body is less than the fair market value of the real property interest to be conveyed or leased, determined at the highest and best use permitted under the redevelopment plan, the agency shall provide an explanation of the reason for the difference.

N/A

Per NRS 279.486 2(b) (2) How Does the Redevelopment Project Benefit the Public and Eliminate Blight:

Omega Investments LLC will undertake major improvements and repairs to an eight-unit apartment complex in order to make it habitable. Work will include installation of new windows, doors, lighting and landscaping.

What is the amount of Private Investment and who is providing it?

Approximately $200,100 - Omega Investments LLC - Owner equity and bank financing

What is the amount of Public Investment and who is providing it?

Not to Exceed $25,000 by the City of Las Vegas Redevelopment Agency

How many Direct Jobs will be Created? N/A Full-Time Equivalents

How many Indirect Jobs will be Created? N/A Indirect and Induced jobs

How many Direct Jobs will be Retained? N/A

Quantitative Economic Benefits:

$200,100 of labor and material will be expended in the Redevelopment Area during renovations.

Total Direct Economic Impact:

$200,100 in interior and exterior renovations.

Total Indirect Economic Impact:

N/A

Economic Impact Study Performed: Yes ☐ No ☒

Return on Investment Analysis Performed: Yes ☐ No ☒

RESOLUTION NO. _____

RESOLUTION FINDING THE PROJECT PROPOSED BY THE MULTIFAMILY RESIDENTIAL VISUAL IMPROVEMENT PROGRAM AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND Omega Investments LLC (AS OWNER) TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE MFR-VIP BY THE AGENCY

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830, and on December 16, 2015, by Ordinance 6448 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on November 1, 2017 the Multifamily Residential Visual Improvement Program (the "MFR-VIP") in order to provide funding to owners of multifamily residential properties located within the Redevelopment Area for the purpose of making improvements to the exterior of the units of such multifamily residential properties; and

WHEREAS, the Agency approved on January 3, 2018 the form of agreement for the Multifamily Residential Visual Improvement Program (the "MFR-VIP Agreement"); and

WHEREAS, Omega Investments LLC (the "MFR-VIP PARTICIPANT") is the owner of the real property located at 180 West New York Avenue (the "Property") and is undertaking certain exterior improvements to the Property in accordance with the MFR-VIP ; and

WHEREAS, the Governing Board of the Agency has considered the findings that the development of said improvements to the Property are of benefit to the Redevelopment Area and/or the immediate neighborhood in which the Property is located; and

WHEREAS, the Governing Body of the Agency has considered the findings that no other reasonable means of financing the improvements to the building, facilities, structures, residences or other improvements on the Property are available; and

WHEREAS, the Governing Body of the Agency has been determined that the MFR-VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to MFR-VIP PARTICIPANT for making physical exterior improvements to the building(s) on the Property, all as more fully set forth in the Agreement, is in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Agency hereby finds and determines that the development of said improvements are of benefit to the Redevelopment Area and/or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that Governing Board of the Agency hereby approves the Agreement and determines the Agreement to be in compliance with and in furtherance of the goals and objectives of NRS 279 and the Redevelopment Plan, and the Chairperson of the Governing Board of the Agency is hereby authorized and directed to execute the Agreement for

and on behalf of the Agency, and to execute any and all additional documents (including any Attachments to the Agreement) and to perform any additional acts necessary to carry out the intent and purpose of the Agreement.

THE FOREGOING RESOLUTION and AGREEMENT was passed, adopted and approved this ____ day of _____, 2018.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, Chair

ATTEST:

_____

SECRETARY

APPROVED AS TO FORM:

M. Cinchis 7-9-18
_____
Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
MULTIFAMILY RESIDENTIAL VISUAL IMPROVEMENT AGREEMENT

(Owner)

THIS MULTIFAMILY RESIDENTIAL VISUAL IMPROVEMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2018, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as the "Agency") and Omega Investments LLC, a Nevada limited liability company (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the Agency administers funds of the Agency for the purposes of assisting property owners with financial assistance for substantially upgrading the exterior appearance of their multifamily residential properties in the Agency redevelopment area; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area 1 and 2 (the "Redevelopment Area"), the Agency approved an Multifamily Residential Visual Improvement Program (the "MFRVIP") for the purpose of assisting property owners with multifamily residential upgrades in order to revitalize and promote the economic stability of the redevelopment areas; and

WHEREAS, pursuant to the implementation of the Multifamily Residential VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Facade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment "1" and incorporated herein, subject to the Owner's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the property in accordance with this Agreement and the Multifamily Residential VIP Guidelines (the "MFRVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements ("Improvements") up to a maximum of Twenty-Five Thousand Dollars and 00/100 ($25000.00) (the "Agency Funds"), and the Owner has provided at least a 200% matching cash contribution to the Agency's participation to ensure that the Owner has a vested interest in the completion of its improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency and Owner do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment "1" and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the

Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 S. Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. Owner is Omega Investments LLC, a Nevada Limited Liability Company. Owner's principal office is located at 8033 West Sunset Boulevard, Unit 851, Los Angeles, California 90046. The Owner hereby warrants that it is the owner of the building where the Project is located as of the Effective Date of this Agreement (as defined hereinafter). Such ownership is demonstrated by Attachment "2", "Proof of Ownership", which is attached hereto and is incorporated herein by reference.

"Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "parties" hereinafter.

SECTION 3: GRANT OF FACADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment "3", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount equal to the lesser of (i) one hundred percent (100%) of the facade improvements and (ii) the amount of Twenty-five Thousand Dollars and 00/100 **($25000)**, for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes, but it not limited to, the following: painting, cleaning, tuck pointing, facade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage including neon sign restoration, window tinting, new or replacement awnings, permanent landscaping including public art, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner has submitted paid invoices from contractor(s) to the Agency.

b. Owner shall have provided Agency with all the documents required for participation in the MFRVIP, as set forth in the MFRVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement, in substantially the form attached hereto as Attachment "3" and a Building Facade Maintenance Agreement, in substantially the form attached hereto as Attachment "4".

c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project Improvements, and inspection and approval of such Improvements, in accordance with the MFRVIP Guidelines.

d. The Agency shall cause the Facade Easement and the Building Facade Maintenance Agreement to be recorded against the Property promptly after completion of the Project Improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Facade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project Improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Facade Maintenance Agreement, Attachment "4" attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment "4".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the Owner the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment "3", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall each pay all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The

Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement to be recorded on the Property

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment "5" and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within thirty (30) days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Facade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the MFRVIP Guidelines. Owner shall complete the improvements within one hundred eighty (180) days of commencement of work. Additional time may be given for completion of the improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site. Owner acknowledges and agrees that Agency has agreed to enter into this Agreement in reliance upon Owner's strict agreement to commence and complete the improvements by the required dates and any failure of Owner to commence and complete the improvements by the required dates will be a material default of Owner under this Agreement giving Agency the right to immediately terminate this Agreement.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.498 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain three (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 8: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to commence and/or complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 9: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to MFRVIP provided for in this Agreement.

SECTION 10: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the MFRVIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment "7" and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment "7" and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 11: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999,

Owner warrants that they have disclosed, on the Disclosure of Principals form attached hereto as Attachment "6" herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 12: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement ("Event of Default"). In connection with any default of Owner or Agency under this Agreement, the non-defaulting party shall have the right to terminate immediately this Agreement upon written notice to the defaulting party without any cure right for the benefit of the defaulting party. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The non-defaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the non-defaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of an Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, then (i) any obligation of Agency to acquire the Façade easement shall terminate and be null and void and (ii) Owner agrees to return any and all Agency Funds heretofore paid to the Tenant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 13: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 14: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 15: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 16: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 17: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

If to the Agency: City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

If to the Owner: Omega Investments LLC
Attn: Steven Valchuis
8033 West Sunset Boulevard, Unit 851
Los Angeles, California 90046

SECTION 18: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 19: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "7" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and Owner.

SECTION 20: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2018 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

EXECUTION BLOCKS ON NEXT PAGE

Date of Agency Approval:

_____, 2018

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency

Omega Investments LLC

By: _____
Steven Valchuis, Member
"Owner"

LIST OF ATTACHMENTS

ATTACHMENT "1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT "2"	PROOF OF OWNERSHIP
ATTACHMENT "3 "	FORM OF FAÇADE EASEMENT
ATTACHMENT "4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT "5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "6 "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "7 "	EMPLOYMENT PLAN

ATTACHMENT "1"

LEGAL DESCRIPTION OF THE PROPERTY

That portion of the unumbered blocks of MEADOWS ADDITION TO LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, page 43, in the Office of the County Recorder, Clark County, Nevada, and that portion of that certain semi-circular (now vacated) lying North of New York Avenue in said addition, the whole being particularly described in metes and bounds as follows: COMMENCING at the Northeast corner of said MEADOWS ADDITION, Thence North 88'48'55' West a distance of 509.23 feet to the Northeast corner of that certain parcel of land conveyed by Louis J. Ortner, et ux to L.P. Goebel, et ux, by Deed recorded April 22, 1953, as Document No. 403869, Clark County, Nevada records, the TRUE POINT OF BEGINNING; Thence Continuing North 88'33'35" West along the North line thereof a distance of 58.15 feet to a point; Thence South 3'33'35" West a distance of 125.70 feet to a point on the South line of said conveyed parcel; Thence South 86'26'25" East along the said South line a distance off 55.90 feet to a point; Thence North 04'32'05" East a distance of 128.12 feet to the TRUE POINT OF BEGINNING.

ATTACHMENT "2"

PROOF OF OWNERSHIP

Fees: $40.00
RPTT: $2096.10 Ex #:
04/13/2018 03:26:45 PM
Receipt #: 3374830
Requestor:
STEWART TITLE COMPANY - F
Recorded By: OSA Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN: 162-04-710-007
Escrow No: 18002069-201-MKS
R.P.T.T: $2,096.10

Recording Requested By: Stewart Title Company
Mail Tax Statements To: *Same as below*
When Recorded Mail To:

OMEGA INVESTMENTS L.L.C.
8033 W SUNSET BLVD #851
LOS ANGELES, CA 90046

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That for valuable consideration, the receipt of which is hereby acknowledged, **AV Rentals LLC, a Nevada limited liability company** does hereby Grant, Bargain, Sell and Convey to **Omega Investments L.L.C., a Nevada limited liability company** all that real property situated in the County of Clark, State of Nevada, described as follows:

For Legal Description, See Attached Exhibit "A", attached hereto and made a part hereof.

SUBJECT TO:

1. Taxes for fiscal year 2017/18;
2. Reservations, restrictions, conditions, rights, rights of way and easements, if any of record on said premises.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

See page 2 for signature of Grantor(s) and Notary Acknowledgment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On Apr. 04, 2018, before me, Daniel Borquez, Notary Public,
personally appeared Anthony Marinaccio

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

DANIEL BORQUEZ
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
COMMISSION # 2077916
MY COMM. EXPIRES AUG. 22, 2018

This area for official notarial seal.

OPTIONAL SECTION – NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S): _____
- ☐ PARTNERS: ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY IN FACT
- ☐ GUARDIAN/CONSERVATOR
- ☐ TRUSTEE(S)
- ☐ OTHER: _____

SIGNER IS REPRESENTING:

_____ Name of Person or Entity

_____ Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: Grant, Bargain, Sale Deed

NUMBER OF PAGES: 2 DATE OF DOCUMENT: 04-04-18

SIGNER(S) OTHER THAN NAMED ABOVE: _____

Reproduced by First American Title Insurance Company Mortgage Solutions-NTP 2015-03-31

Escrow No. 18002069-201-MKS

EXHIBIT "A"
Legal Description

That portion of the unnumbered blocks of MEADOWS ADDITION TO LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, page 43, in the Office of the County Recorder, Clark County, Nevada, and that portion of that certain semi-circular (now vacated) lying North of New York Avenue in said addition, the whole being particularly described in metes and bounds as follows:

COMMENCING at the Northeast corner of said MEADOWS ADDITION,
Thence North 88°48'35" West a distance of 509.23 feet to the Northeast corner of that certain parcel of land conveyed by Louis J Ortner, et ux to L.P. Goebel, et ux, by Deed recorded April 22, 1953, as Document No. 403869, Clark County, Nevada records, the TRUE POINT OF BEGINNING;
Thence Continuing North 88°48'35"West along the North line thereof a distance of 58.15 feet to a point;
Thence South 03°33'35" West a distance of 125.70 feet to a point on the South line of said conveyed parcel;
Thence South 86°26'25" East along the said South line a distance of 55.90 feet to a point;
Thence North 04°32'05" East a distance of 128.12 feet to the TRUE POINT OF BEGINNING

ATTACHMENT "3"

FORM OF FAÇADE EASEMENT

APN: 162-04-710-007

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Omega Investments LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Multifamily Residential Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "MFRVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the MFRVIP Agreement and Grantee's Multifamily Residential Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Facade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that have been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement and shall continue until five (5) years from the date of the recordation of this Façade Easement. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Grantor shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Grantor and Grantee shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding upon and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

EXECUTION BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, Grantor has executed this Facade Easement as of this ____ day of _____, 2018

Omega Investments LLC

By:_____
Steven Valchuis
Its: Member

"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN

Its: Chair

"GRANTEE"

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2018 by Steven Valchuis as Member of Omega Investments LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2018 by Carolyn G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That portion of the unumbered blocks of MEADOWS ADDITION TO LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, page 43, in the Office of the County Recorder, Clark County, Nevada, and that portion of that certain semi-circular (now vacated) lying North of New York Avenue in said addition, the whole being particularly described in metes and bounds as follows: COMMENCING at the Northeast corner of said MEADOWS ADDITION, Thence North 88'48'55' West a distance of 509.23 feet to the Northeast corner of that certain parcel of land conveyed by Louis J. Ortner, et ux to L.P. Goebel, et ux, by Deed recorded April 22, 1953, as Document No. 403869, Clark County, Nevada records, the TRUE POINT OF BEGINNING; Thence Continuing North 88'33'35" West along the North line thereof a distance of 58.15 feet to a point; Thence South 3'33'35" West a distance of 125.70 feet to a point on the South line of said conveyed parcel; Thence South 86'26'25" East along the said South line a distance off 55.90 feet to a point; Thence North 04'32'05" East a distance of 128.12 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is located at the northeast corner at the intersection of West New York Avenue and Fairfield Avenue as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, signs, and other architectural projections.

The Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement without further action upon the City of Las Vegas Redevelopment Agency

EXHIBIT C

FORM OF FACADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $25,000 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$25,000
Anytime during second year:	$20,000
Anytime during third year:	$15,000
Anytime during fourth year:	$10,000
Anytime during fifth year:	$5,000

After five full years from recordation of the Facade Easement Deed: $0.00

ATTACHMENT "4"

FORM OF BUILDING MAINTENANCE AGREEMENT

APN: 162-04-710-007

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2018, between Omega Investments LLC, a Nevada limited liability company hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 180 West New York Avenue, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 162-04-710-007; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Multifamily Residential Visual Improvement Program (the "MFR VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the facades of the property facing the Facade Easement Area: The area consisting of the building face of said building, which faces as described in *"Exhibit A – Legal Description of the Property"* and other public areas, including landscaping, all exterior wall planes, window, doors, fascias, awnings, signs, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent

with the Multifamily Residential Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "MFRVIP Agreement"); and

WHEREAS, by the terms of said Facade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the facade(s) covered by the Facade Easement, legally described in Exhibit "B" attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Facade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Facade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this Agreement, or as may be otherwise approved by City during the term of this Agreement. Copies of the plans for the Facade Easement Area required to be maintained under this Agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Economic and Urban Development, 495 S. Main Street, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this Agreement to diligently maintain and care for the Facade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this Agreement, or as may be otherwise approved by Agency during the term of this Agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

d) All windows shall be secure, well-sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

f) Landscaping will be kept watered, trimmed, repaired to keep a consistent appearance as to when first installed.

g) All signage will be maintained in good condition and operating consistent with the appearance and operating condition as to when first installed.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this Agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of

curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
c/o Economic And Urban Development
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: Omega Investments LLC
Attn.: Steven Valchuis
8033 West Sunset Boulevard, Unit 851
Los Angeles, California 90046

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this Agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with forty-eight (48) hours advance notice to enter upon the Property subject to this Agreement to perform inspections of the facade improvements or to perform any work authorized by this Agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Facade Easement Deed and execution of this Agreement by both parties, the Agency shall record this Agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the Agreement showing the Recorder's stamp.

This Agreement pertains to that area of the Property covered by the Facade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Facade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this Agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this Agreement resorts to a legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire Agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this Agreement, or not, and stating the amount of any outstanding fees or charges.

EXECUTION BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

Omega Investments LLC

By: _____ Date: _____
Name: Steven Valchuis
Title: MEMBER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2018 by Steven Valchuis as Member of Omega Investments LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2018 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That portion of the unumbered blocks of MEADOWS ADDITION TO LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, page 43, in the Office of the County Recorder, Clark County, Nevada, and that portion of that certain semi-circular (now vacated) lying North of New York Avenue in said addition, the whole being particularly described in metes and bounds as follows: COMMENCING at the Northeast corner of said MEADOWS ADDITION, Thence North 88'48'55' West a distance of 509.23 feet to the Northeast corner of that certain parcel of land conveyed by Louis J. Ortner, et ux to L.P. Goebel, et ux, by Deed recorded April 22, 1953, as Document No. 403869, Clark County, Nevada records, the TRUE POINT OF BEGINNING; Thence Continuing North 88'33'35" West along the North line thereof a distance of 58.15 feet to a point; Thence South 3'33'35" West a distance of 125.70 feet to a point on the South line of said conveyed parcel; Thence South 86'26'25" East along the said South line a distance off 55.90 feet to a point; Thence North 04'32'05" East a distance of 128.12 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is located at the northeast corner at the intersection of West New York Avenue and Fairfield Avenue as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, landscaping, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT "5"

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

Exterior Improvements

Metal Frame and Concrete Stairs (2).....$7,500
Repair and Paint Stucco.....$18,700
Exterior Sheet Metal.....$300
New Exterior Doors and hardware (8).....$6,800
Replace outdoor electrical and lights.....$8,000
Supply and install new windows.....$21,200
Landscaping, new low maintenance plantings and remove dead trees.....$9,000

TOTAL COST	**$ 71,500**

Estimated MFR-VIP Grant	**$25,000**

Schedule of Improvements

Work will be completed within 180 days of execution of the Agreement

ATTACHMENT "6"

DISCLOSURE OF PRINCIPALS – REAL PROPERTY

MFR Contracting Entity Information

Corporate Name:

Omega Investments LLC

Mailing Address:

8383 W Sunset blvd, unit 851, Los Angeles CA 90046

Business Phone Number:

310-906-7078

Tax ID or Social Security Number:

82-4064812

Ownership Interest

Estate in Severalty _____ Tenancy in Common X Joint Tenancy _____

Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all **persons/individuals** holding more than one percent ownership interest in the real property, even if its just one person.

Full Name & Title	Business Address	Business Phone
Steven Velchuis, Member	8383 W Sunset blvd, 851, Los Angeles	310-906-7078

Certification of Disclosure of Ownership/Principal – Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: _____

Date: 6/27/18

State of Nevada

County of Clark

This instrument was acknowledged before me on

_____ (date) by

_____ (name of person)

as SEE ATTACHED

Notary Public

Notary Public

ATTACHMENT "7 "

EMPLOYMENT PLAN

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Steven Vekhuis, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Omega Investments LLC, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 180 W New York Ave, Las Vegas ("Site"), as more particularly described by the MFR-VIP or MFR-UIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.
2. I hereby warrant that I own the site.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (**check one or more**):

   a. Encourage the creation of new business or other appropriate development; ☒
   b. Create jobs or other business opportunities for nearby residents; ☒
   c. Increase local revenues from desirable sources; ☐
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☐
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☒
3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as **checked** by the Participant:

   a. An inducement for new businesses to locate, or existing businesses to remain within, the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the property owner; ☐ or
   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance; ☐ or
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight; ☒ or
   d. The exterior improvements to the property do not have a direct effect on revenues therefore, making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐

Participant agrees to submit to the Agency its documentation that evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:
   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. ___(initial)
   Landlord supplies proof
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. ___(initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. ___(initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. ___(initial)
5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family- owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment and residential opportunities by setting an example to other property owners to renovate their property and help create more residential and/or employment opportunities through an expansion of business and renovation of multi-family residential units. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.
6. I also hereby agree to and understand that in conjunction with participation in the MFR-Visual Improvement Program and/or MFR-Unit Improvement Program, the city of Las Vegas will record a non-exclusive façade easement and/or building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/ or business owner will have the option to repurchase the façade easement and/or building maintenance agreement from the Agency during the five-year period.

DATED this 27 day of June, 2018.

Authorized Signature: _____

SIGNED AND SWORN TO before me

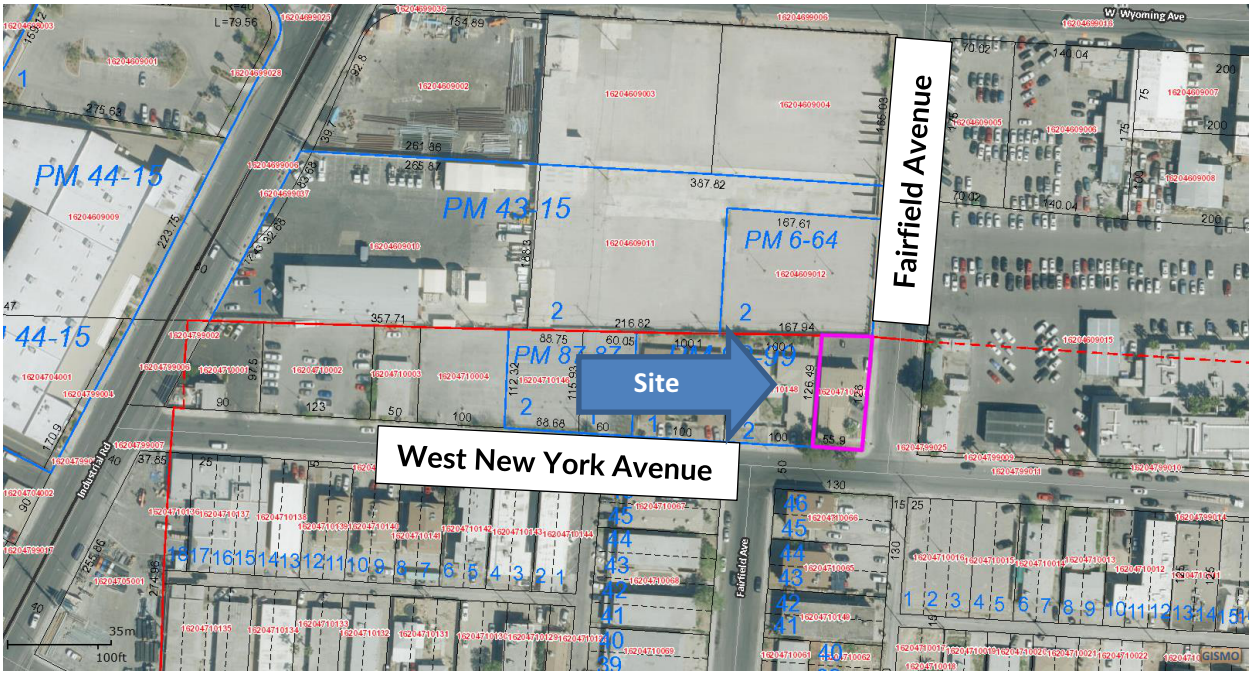
this _____ day of _____, by _____.

NOTARY PUBLIC
My Commission Expires: SEE ATTACHED

SITE MAP

180 West New York Avenue, Las Vegas, Nevada 89102

Omega Investments LLC



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: YOUTH DEVELOPMENT AND SOCIAL INNOVATION
DIRECTOR: LISA MORRIS HIBBLER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Interlocal Cooperative Agreement between the City of Las Vegas and the Clark County School District to provide funding for nutritional snacks to the City of Las Vegas Safekey Sites at various locations around the City ($150,000 - Community Recreation Services Special Revenue Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $150,000
Funding Source: Community Recreation Services SRF
Dept./Division: Youth Development and Social Innovation

PURPOSE/BACKGROUND:
This Interlocal Cooperative Agreement is for the purchase and delivery of snacks to all 16 Safekey sites participating in the 2018-2019 Safekey Before and After School Snack Program. Each month, the Clark County School District will submit an invoice to the City which then reimburses the District at a rate of $.90 per snack. This agreement was approved by the State of Nevada Department of Education, Office of Child Nutrition and School Health which monitors the sites that receive snacks under the USDA After School Snack Program.

RECOMMENDATION:
Staff recommends the City Council approval of this agreement.

BACKUP DOCUMENTATION:
Interlocal Cooperative Agreement For Food Products At Youth Enrichment Sites

INTERLOCAL COOPERATIVE AGREEMENT
FOR FOOD PRODUCTS AT YOUTH ENRICHMENT SITES

This Agreement is made and entered into this _____day of _____, 2018 by and between City of Las Vegas, a political subdivision of the State of Nevada (hereinafter referred to as the "Sponsor") and the Clark County School District, a political subdivision of the State of Nevada (hereinafter referred to as the "District"), pursuant to authority granted by NRS 277.045. **This Agreement was approved by the State of Nevada Department of Agriculture, Food and Nutrition Division. The Nevada Department of Agriculture, Food and Nutrition Division (hereinafter referred to as the "State Agency") monitors sites that participate in USDA Child Nutrition Programs.**

WITNESSETH

WHEREAS, the Sponsor, by and through its Department of Youth Development and Social Innovation, operates a Child Nutrition Program after school for elementary, middle, and /or high school age children; and

WHEREAS, the Sponsor desires to purchase food products from the District's Food Service Department for the 2018-2019 school year. The Agreement covers the period beginning July 1, 2018 and ending June 30, 2019.

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

I. DISTRICT AGREES

A. The District will provide U.S. Department of Agriculture (USDA) reimbursable snacks and/or milks delivered to the school cafeteria for all Child Nutrition Programs (sites and programs listed on attachment A) at the price of $0.90 per snack (two items), $0.25 per milk and bulk sales billed at cost plus 20 percent. The District retains the right to negotiate menu items or the price of snacks and/or milk.

B. Any additions or deletions to the list of Child Nutrition Program locations (Attachment A) will be made by email as soon as possible. The District will verify receipt of such notification.

C. Snacks and/or milks will consist of components that meet the USDA meal pattern of the appropriate Child Nutrition Program (Attachment A) to be considered reimbursable.

D. The District will change the number of snacks and/or milks delivered after being notified by email by 8:00 a.m., 4 working days prior to the date of delivery. For example, a change received by 8:00 a.m. on Monday will be effective on Friday.

E. Every effort will be made to change menu items by the second month following a request by either Party pending availability of products.

F. District will post the following month's menus on the Food Service website at least one week before the end of the current month.

G. Menu substitutions are permitted. Except for beverages and emergency situations, the same items will not be served the day before or the day after the change.

H. Snacks and/or milks will be delivered on a daily basis to the Child Nutrition Program sites when schools are in session.

I. Snacks and/or milks will meet local health standards for preparation, delivery and storage. Each item will be wrapped or packaged for single service.

J. The quantity of snacks and/or milks delivered and received, and the description of snacks served, will be recorded daily on the form provided by the District. This form will be used for preparing and paying invoices.

K. A monthly invoice will be sent to the Sponsor within 7 working days of the end of the month.

L. Full and accurate records including invoices, receipts and menu records containing the amount of food prepared and daily number of meals, snacks, and/or milks delivered to each snack program will be maintained and available to representatives of the State Agency; USDA, Food and Consumer Services; the U.S. General Accounting Office; and USDA, Office of the Inspector General, during normal District business hours. These records will be retained for a period of three years from the date of receipt of final payment under this Agreement, or in cases where an audit remains unresolved, until such time as the audit is resolved.

M. The District will not charge for snacks and/or milks that are delivered beyond the agreed upon time, that are spoiled or unsuitable for human consumption, that do not meet meal pattern requirements set forth herein, or that have been disallowed by the State Agency or Federal Reviewers.

N. The District agrees to operate in accordance with current USDA Child Nutrition Program regulations.

II. SPONSOR AGREES

A. The Sponsor will notify the District by email by 8:00 a.m. 4 working days prior to the date of delivery of any change in the number of snacks and/or milks. For example, a change received by 8:00 a.m. on Monday will be effective on Friday.

B. Each individual school's enrichment program instructor will establish a time for pick-up of snacks and/or milk with the Food Service site worker.

C. The school's enrichment program instructor will count the complete snacks and/or milks and record and sign the District form at the time of pick-up.

D. Sponsor shall issue a check, within 21 days of receiving the monthly invoice, for payment of all snacks and/or milks delivered where the District is not the agency sponsoring the USDA Child Nutrition Program.

E. Sponsor agrees to store and serve snacks and/or milks in accordance with local health standards. Snacks and/or milks will be stored in dedicated milk coolers. No personal items may be stored in dedicated milk coolers.

F. Sponsor agrees to serve all required components of snack and/or milk according the regulations of the appropriate USDA Child Nutrition Program (Attachment A).

G. The Sponsor will not pay for snacks/and or milks that are delivered too late to be served during the beginning of the afternoon USDA Child Nutrition Program, that are spoiled or unsuitable for human consumption, that do not meet meal pattern requirements as set forth herein, or that have been disallowed for reimbursement by State Agency or Federal Reviewers.

H. Sponsor will notify the District within five (5) working days that credit is due for snacks and/or milks that did not meet the meal pattern requirements delivered, or that were unsuitable for human consumption, or spoiled.

III. INDEMNIFY AND HOLD HARMLESS

Each Party shall remain liable for its own negligence to the extent authorized by the laws of the State of Nevada, including and subject to the limitations of NRS Chapter 41. This Agreement is made for the benefit of the Parties, and not for the benefit of persons who are not Parties to this Agreement.

IV. TERMINATION

This Agreement may be terminated by notice in writing given by any Party hereto to the other Parties at least 30 days prior to the date of termination. A COPY OF THE TERMINATION LETTER MUST BE SENT TO THE FOLLOWING AGENCIES: Clark County School District, Food Service Director, 6350 E. Tropical Parkway, Las Vegas, Nevada 89115 AND Nevada Department of Agriculture, Food and Nutrition Division, 2300 E. St. Louis Ave., Las Vegas, Nevada 89104.

IN WITNESS THEREROF, the Parties have caused the Agreement to be executed by their duly authorized representatives the day and year first above written.

Approved By:

CLARK COUNTY SCHOOL DISTRICT

6/23/18

David Wines, Director Date
Clark County School District
Food Service Department

Date of Official Action:

_____

Approved as to form:

5/14/18

Carlos McDade Date
General Counsel

CITY OF LAS VEGAS

By:_____
Carolyn G. Goodman, Mayor Date

ATTEST:

By:_____
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

7/18/18
Date

Attachment A

Youth Enrichment Programs operated by Clark County for the 2018-2019 school year, which require snacks and/or milks, are located in the following elementary and middle schools:

Allen, Dean Lamar ES	Special Milk Program (City of Las Vegas sponsored)
Bilbray, James ES	Special Milk Program (City of Las Vegas sponsored)
Bonner, John W. ES	Special Milk Program (City of Las Vegas sponsored)
Bozarth, Henry & Evelyn ES	Special Milk Program (City of Las Vegas sponsored)
Darnell, Marshall C. ES	Special Milk Program (City of Las Vegas sponsored)
Divich, Kenneth ES	Special Milk Program (City of Las Vegas sponsored)
Givens, Lina Rankin ES	Special Milk Program (City of Las Vegas sponsored)
Heckethorn, Howard E. ES	Special Milk Program (City of Las Vegas sponsored)
Neal, Joseph M. ES	Special Milk Program (City of Las Vegas sponsored)
O'Roarke, Thomas ES	Special Milk Program (City of Las Vegas sponsored)
Rhodes, Betsy ES	Special Milk Program (City of Las Vegas sponsored)
Scherkenbach, William & Mary ES	Special Milk Program (City of Las Vegas sponsored)
Staton, Ethel W ES	Special Milk Program (City of Las Vegas sponsored)
Thompson, Sandra L. ES	Special Milk Program (City of Las Vegas sponsored)
Vassiliadis, Billy & Rosemary ES	Special Milk Program (City of Las Vegas sponsored)
Ward, Kitty McDonough ES	Special Milk Program (City of Las Vegas sponsored)

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: CITY MANAGER
DIRECTOR: SCOTT D. ADAMS ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Discussion for possible action regarding the ratification of Kathi Thomas-Gibson as the Director of Community Services ($145,000 + Benefits - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $145,000 + Benefits
Funding Source: Community Services
Dept./Division: General Fund

PURPOSE/BACKGROUND:
Kathi Thomas-Gibson was hired as a Manager in the Office of Community Services for the City of Las Vegas in 2014 and is currently serving as acting director. Prior to her work with the City, Kathi held increasingly responsible positions in the Community Service field, for the City of North Las Vegas, San Diego Housing Commission, AIDS Foundation San Diego, Salvation Army, City of San Diego Property Department, and Economic Development Division. Ms. Thomas-Gibson holds her Bachelor's degree in Political Science from the University of California, Berkeley, her Master's Degree in Public Administration from The National University, San Diego, and is currently working towards her Doctoral Degree from Grand Canyon University

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
TIME CERTAIN AT 11:00 A.M. - ABEYANCE ITEM - Hearing and discussion for possible action regarding a complaint for disciplinary action against Asian Flower Massage and Diana Fei Darlison, individually, and as sole proprietor, whose place of business is located at 3201 West Sahara Avenue, Suite B, Las Vegas, Clark County, Nevada, 89102 as holders of Massage Establishment License No. M03-00094, Reflexology Establishment License No. R03-00010 and Independent Massage Therapist License No. M12-00271 for violations of the Las Vegas Municipal Code - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Asian Flower Massage, a sole proprietorship owned by Diana Fei Darlison, operates a massage business in the City of Las Vegas at 3201 West Sahara Avenue, Suite B, Las Vegas, Nevada 89102 under Massage License No. M03-00094 and Reflexology Establishment License No. R03-00010, issued in May 2001. Additionally, Diana Fei Darlison holds Independent Massage Therapist License No. M12-00271, issued in May 1999. Since receiving their business licenses, the spa and Darlison have violated the terms of said licenses by providing sexual services and prostitution in exchange for money, all in violation of these business licenses, the laws of the State of Nevada, and the Las Vegas Municipal Code.

RECOMMENDATION:
Revocation of Massage Establishment License No. M03-00094, Reflexology Establishment License No. R03-00010 and Independent Massage Therapist License No. M12-00271.

BACKUP DOCUMENTATION:
Backup Submitted from the July 18, 2018 City Council Meeting

KENNEDY

LAW OFFICES

RECEIVED
CITY CLERK

2018 JUL -5 A 10:54

July 3, 2018

Atten: City Clerk
Las Vegas City Council
495 S. Main St.
Las Vegas, NV 89101

Lois Tarkanian
City of Las Vegas
Mayor Pro Tem
495 S. Main St.
Las Vegas, NV 89101

Re: Request to Reset July 18, 2018, Agenda Complaint Matters adv. Lotus Flower Massage, Asian Flower Massage and Diana Fei Darlison

Dear City Council and Mayor Pro Tem Tarkanian:

I am counsel for Lotus Flower Massage, Asian Flower Massage and Diana Fei Darlison. My clients were served complaints with notices of hearing before the City Council on July 18, 2018. On behalf of my clients, I would request your cooperation to continue the July 18 hearing to a later agenda date for at least 2 or 3 weeks. I have a conflicting federal court matter on the same date which will prohibit my appearance for both complaint matters on July 18.

I would appreciate being advised if the City Council will accept my request and allow these two related matters to be briefly reset. Thank you.

Yours truly,

Kirk T. Kennedy, Esq.
KTK/pf

cc: John A. Curtas, Deputy City Attorney

815 S. Casino Center Blvd. • Las Vegas, NV 89101 • Phone: 702-385-5534 • Facsimile: 702-385-1869

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
TIME CERTAIN AT 11:00 A.M. - ABEYANCE ITEM - Hearing and discussion for possible action regarding a complaint for disciplinary action against Lotus Flower Massage and Diana Fei Darlison, individually, and as sole proprietor, whose place of business is located at 4507 West Sahara Avenue, #2, Las Vegas, Clark County, Nevada, 89102 as holders of Massage Establishment License No. M03-00106 for violations of the Las Vegas Municipal Code - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Lotus Flower Massage, a sole proprietorship owned by Diana Fei Darlison, operates a massage business in the City of Las Vegas at 4507 West Sahara Avenue, #2, Las Vegas, Nevada 89102 under Massage License No. M03-00106, issued in October 2001. Since receiving its business license, the spa has violated the terms of its business license by providing sexual services and prostitution in exchange for money, all in violation of its business license, the laws of the State of Nevada, and the Las Vegas Municipal Code.

RECOMMENDATION:
Revocation of Massage Establishment License No. M03-00106

BACKUP DOCUMENTATION:
Backup Submitted from the July 18, 2018 City Council Meeting

KENNEDY

LAW OFFICES

RECEIVED
CITY CLERK

2018 JUL -5 A 10:54

July 3, 2018

Atten: City Clerk
Las Vegas City Council
495 S. Main St.
Las Vegas, NV 89101

Lois Tarkanian
City of Las Vegas
Mayor Pro Tem
495 S. Main St.
Las Vegas, NV 89101

Re: Request to Reset July 18, 2018, Agenda Complaint Matters adv. Lotus Flower Massage, Asian Flower Massage and Diana Fei Darlison

Dear City Council and Mayor Pro Tem Tarkanian:

I am counsel for Lotus Flower Massage, Asian Flower Massage and Diana Fei Darlison. My clients were served complaints with notices of hearing before the City Council on July 18, 2018. On behalf of my clients, I would request your cooperation to continue the July 18 hearing to a later agenda date for at least 2 or 3 weeks. I have a conflicting federal court matter on the same date which will prohibit my appearance for both complaint matters on July 18.

I would appreciate being advised if the City Council will accept my request and allow these two related matters to be briefly reset. Thank you.

Yours truly,

Kirk T. Kennedy, Esq.
KTK/pf

cc: John A. Curtas, Deputy City Attorney

815 S. Casino Center Blvd. • Las Vegas, NV 89101 • Phone: 702-385-5534 • Facsimile: 702-385-1869

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
Discussion for possible action regarding a complaint and to set a hearing date for disciplinary action against Elks Lodge #1508 I.B.P.O.E. of W. Inc. dba Elks Paran Lodge #1508, whose place of business is located at 600 West Owens Avenue, Las Vegas, Clark County, Nevada, 89106 as holder of L13-00005 Non-Profit Club - Liquor; L28-00007 Banquet Facility - Liquor; C08-01275 Amusement Machines; and B23-00077 Banquet Facility for violations of the Las Vegas Municipal Code - Ward 5 (Crear)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Elks Paran Lodge #1508 operates a private club business in the City of Las Vegas at 600 Owens, Las Vegas, Nevada, 89106 under License Nos. L13-00005; L28-00007; C08-01275; and B23-00077. Since receiving its current business license for 600 W. Owens Avenue in 1999, the club has violated the terms of its business license by enabling a pattern of violent behavior on the premises in addition to violating several other provisions of Title 6 of the Las Vegas Municipal Code, the business license, and the laws of the State of Nevada. The purpose of this item is to approve a disciplinary complaint against Elks Paran Lodge #1508 and set a hearing date.

RECOMMENDATION:
Approve the disciplinary complaint and set a hearing date of September 5, 2018.

BACKUP DOCUMENTATION:
Complaint for Disciplinary Action

BEFORE THE CITY COUNCIL

OF THE CITY OF LAS VEGAS, NEVADA

* * *

IN THE MATTER OF:

DEPARTMENT OF PLANNING on behalf of the CITY OF LAS VEGAS, NEVADA,

Petitioner,

vs.

ELKS LODGE #1508 I.B.P.O.E. of W. INC. dba ELKS PARAN LODGE #1508 and CHARLES BARBER, individually, and as President/Director of ELKS PARAN LODGE #1508,

Respondents.

COMPLAINT FOR DISCIPLINARY ACTION

The DEPARTMENT OF PLANNING, on behalf of the CITY OF LAS VEGAS, NEVADA ("Department"), Petitioner, brings this Complaint for Disciplinary Action against ELKS LODGE #1508 I.B.P.O.E. of W. INC. dba ELKS PARAN LODGE #1508 (hereinafter "ELKS PARAN LODGE #1508") and CHARLES BARBER, individually, and as President/Director of ELKS PARAN LODGE #1508, whose place of business is located at 600 West Owens, Las Vegas, Clark County, Nevada, 89106, Respondents, and states:

Respondent ELKS PARAN LODGE #1508 holds Non-Profit Club – Liquor License No. L13-00005; Banquet Facility – Liquor License No. L28-00007; Amusement Machines License No. C08-01275; and Banquet Facility License No. B23-00077. Respondent CHARLES BARBER is the President/Director of ELKS PARAN LODGE #1508.

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SUMMARY OF ALLEGATIONS

1. This is a complaint under Las Vegas Municipal Code (LVMC) 6.88.020, following an investigation by the Business Licensing Division into potential violations of LVMC Chapters 6 and 9 by ELKS PARAN LODGE #1508 and CHARLES BARBER. The investigation is supplemented by a letter/report provided by the Las Vegas Metropolitan Police Department. The full investigative materials are attached as **Exhibit 1**.

2. ELKS PARAN LODGE #1508 is licensed to operate a private club, for members and their guests only, in the City of Las Vegas at 600 West Owens, Las Vegas, Clark County, Nevada, 89106, under License Nos. L13-00005 (Nonprofit Club General On-Sale); L28-00007 (Banquet or Event Establishment – Liquor Alcohol License); C08-01275 (Coin Amusement Machine Amusement Games); and B23-00077 (Banquet or Event Establishment Banquet Facility).

3. ELKS PARAN LODGE #1508 received its initial business license for a Nonprofit Club General On-Sale in 1994. ELKS PARAN LODGE #1508 is currently licensed to operate as a private club, for members and their guests only.

4. Since receiving its business license, ELKS PARAN LODGE #1508 has violated the terms of its business licenses due to a pattern of violent crimes both inside of the business and in the parking lot of the business. These violent crimes have all been directly related to the business and their patrons. Additionally, even after multiple meetings and outreach efforts, there has been a continual and complete lack of cooperation by management and key-employees to assist the Las Vegas Metropolitan Police Department (LVMPD) with its investigation or to assure compliance with the Las Vegas Municipal Code. The business's lack of compliance and cooperation is enabling these violent crimes to occur, creating a public nuisance and safety issue, in violation of its business licenses and the Municipal Code of the City of Las Vegas.

STATEMENT OF FACTS

5. On or around November 30, 2017, City of Las Vegas Business License Officers began investigating ELKS PARAN LODGE #1508, after being notified by LVMPD that an attempted murder had occurred on the property on November 18, 2017, and that the business and

its employees had completely failed to cooperate in that investigation. See City of Las Vegas Business Licensing Enforcement Investigative Report, attached as **Exhibit 1**.

6. On December 1, 2017, City License Officers, along with LVMPD and the Nevada Private Investigator's Licensing Board (PILB) conducted a joint inspection of the business.

7. During the inspection, Martin Jefferson identified himself as the manager on duty. License Officers inquired as to whether there was a key employee on the premises and whether there was an employee list for the business. Mr. Jefferson indicated that there was no key employee at the premises and no employee list available. License Officers also observed that one of the bartenders did not have a proper alcohol awareness card.

8. During the visit, License Officers also observed a separate bar area in the back of the business and witnessed several people walking freely in an out of the business with alcohol via the west side door. The door was unsecured and unmanned.

9. License Officers also reviewed the required sign-in sheet, which was illegible and did not reflect the number of people actually present in the business at the time of the inspection (Mr. Jefferson counted 50 members plus 35 guests, but the sign-in sheet only had approximately 25 people listed).

10. Before the inspection concluded, the key employee (George Sims) arrived and License Officers discussed the aforementioned violations with him, including a reminder that the business must cooperate with LVMPD and Business Licensing investigations. License Officers also agreed to meet with Mr. Sims separately to further discuss the violations and compliance with the Las Vegas Municipal Code.

11. Before that separate meeting occurred, on December 22, 2018, LVMPD responded to another violent crime call (discussed in more detail below) at the business. Once again, the business failed to cooperate with LVMPD officers, and there was again no key employee on site.

12. On December 28, 2017, License Officers met with Mr. Sims at the premises. During that meeting, License Officers conducted a walk-through with Mr. Sims and then discussed the violations of the Las Vegas Municipal Code that had occurred over the past two

months. Mr. Sims stated that he understood the violations and that he would work to get new key employees approved.

13. After that meeting, the City issued Notices of Violation and a Notice of Correction for violations observed on December 2, 2017, and December 22, 2017. See Exhibits C and D to **Exhibit 1**. These violations included: (1) failing to have a key employee on the premise while the business was open (on December 1, 2017, and December 28, 2017); (2) failing to maintain an accurate, legible and verifiable sign-in log (on December 1, 2017, and December 28, 2017); (3) failing to ensure cooperation with LVMPD officers during an investigation; (4) failing to have required work cards; (5) failing to have a complete and accurate employee list; and (6) opening to the public when such is not permitted by the license category.

14. In response to the notices, the business attempted to address some of the violations by submitting an incomplete employee list, copies of the required work cards, copies of the sign-in logs, and a statement from the security company stating that the company did not fail to cooperate with LVMPD's inspection.

15. License Officers had at least two additional discussions with the business concerning compliance, including on January 4, 2018, and January 11, 2018. During those conversations, License Officers again discussed compliance issues.

16. On February 2, 2018, License Officers, along with LVMPD and PILB, conducted another inspection of the premises. A security guard at the door initially refused to allow entry into the business and LVMPD had to detain the guard to permit entry.

17. Upon entering the business, License Officers discovered that (1) none of the security staff had the required alcohol awareness cards, (2) security staff were not on the required employee list, (3) the sign-in log was not legible, and (4) not all patrons were being required to sign in.

18. On February 6, 2018, License Officers again met with representatives of the business and again discussed the duty to cooperate, the sign-in log requirements, employee list requirement, alcohol awareness cards, etc.

19. License Officers issued another Notice of Violation on February 6, 2018, for the following violations: (1) failing to have a current and accurate employee list and (2) failing to maintain an accurate, legible, and verifiable sign-in log. License Officers also issued a Notice of Correction for failing to require a person acting in the role of security to have an alcohol awareness card.

20. In addition to violations of the Las Vegas Municipal Code described above, LVMPD has also had numerous calls for service to the business related to violence and public safety. LVMPD has identified the following events:

Event #170820-0341: On August 20, 2017, patrol officers were dispatched to Valley Hospital regarding a woman claiming she had been stabbed in the head. Further investigation revealed that the woman was stabbed in the head during a fight earlier in the night at the ELKS PARAN LODGE #1508. The stabbing victim stated that after the fight, while leaving the business, there were also several gunshots that came from the door area of the business. When officers later attempted to obtain video from the business, they were denied. The business stated that nobody was available to provide it. The officers did find a vehicle with blood smeared on it near the entrance of the business, and a blood trail on the ground. The business was open during the time of the incident with security on site, but there was no call from the business to LVMPD.

Event #171027-2300: On October 27, 2017, LVMPD officers were dispatched to the ELKS PARAN LODGE #1508 for a robbery in progress. Investigation revealed that a female was sitting inside of a vehicle in the parking lot of the ELKS PARAN LODGE #1508 when a vehicle approached with two occupants. One of the occupants exited the vehicle and pointed a black handgun at the female victim. The suspect then yelled at the victim, "I'll pop your bitch ass, I'll kill you." The victim remained sitting inside of her vehicle. The suspect then broke the window of the victim's vehicle, and took items of personal property from the other side of the vehicle, which had an open window. The suspects fled in the vehicle they arrived in, and the suspects were later arrested. The business was open during the time of the incident but there was no call from the business about the robbery to the police department.

Event #171118-0183: On November 18, 2017, LVMPD officers were dispatched to the ELKS PARAN LODGE #1508 for an assault/battery with a gun. The preliminary investigation revealed that multiple shooters discharged firearms in the parking lot and multiple vehicles were struck by gunfire. Upon officer's arrival, they found a male laying on the ground with a gunshot wound to the neck. One vehicle had also crashed across the street while fleeing the scene. In all, 49 shell casings were recovered at the scene. During the course of the investigation, LVMPD detectives met with Al Richards, Jr., who claimed he was security for the property. Detectives requested video footage, but Mr. Richards *refused and locked the door to the video equipment room to keep detectives from viewing the video*. Detectives were forced to obtain a search warrant to obtain the video. After further investigation into this incident, it was updated to an attempt murder investigation. After LVMPD obtained a warrant, an individual claiming to be the owner arrived at the business and told officers they would not need a warrant and could access or seize anything they needed. Again, the business was open, but did not contact the police about the shooting.

Event #171124-3983: On November 24, 2017, an LVMPD detective was conducting follow-up for the attempt murder investigation that occurred on November 18, 2018. While examining vehicles in the parking lot, the detective was approached by security officer Al Richards, Jr. Mr. Richards asked the detective if he had "probable cause to be on property." The detective told him he did not need probable cause to be in the parking lot as he was conducting an investigation. Richards told the detective the business did not want to see police on property. The detective told Mr. Richards he would leave and Mr. Richards claimed he would contact LVMPD about police being on the property without probable cause.

Event #171201-3948: On December 01, 2017, LVMPD Special Investigations Section (SIS) detectives conducted a site check of the business with Business Licensing and PILB. During the site check, contact was made with Al Richards, Jr. *Mr. Richards attempted to block the entry to the business so detectives, Business Licensing, and PILB could not enter*. Mr. Richards was advised of his obligations as security and reminded the business holds privileged liquor licenses and is subject to inspection of the business. Richards was further advised that

employees must cooperate. Contact was made with manager Martin Jefferson and key-employee George Sims. Multiple violations were observed during the site check, which were noted by City of Las Vegas Business Licensing. These violations included:

- Failing to Cooperate
- No-Key Employee On Site
- Log Not Legible or Verifiable
- No Employee List
- Work Card Violations
- Alcohol Awareness Card Violations

Event #171222-4262: On December 22, 2017, LVMPD officers responded to the ELKS PARAN LODGE #1508 for an assault/battery with a gun. Upon arrival at the business, officers were informed by dispatch that a fight had occurred inside. The officers discovered trails of blood leading into the women's restroom with a large amount of blood in the restroom along with broken glass bottles. A police officer followed a trail of blood from the restroom to the outside of the business into the parking lot. *Officers determined that a fight inside of the business led to a shooting directly in front of the entrance of the business.* As the officer came back to the front door, security officer Al Richards, Jr. blocked the officer's way and told him there was no crime scene in the business. During the course of the investigation, Mr. Richards continued to be uncooperative with officers even after being warned in the past about such actions. LVMPD made contact with two other security officers, Demontray Stallworth and Tinsley Monkeith, both of whom were uncooperative with officers and denied there was a fight in the business or a gun involved. However, according to witness statements, both Mr. Monkeith and Mr. Stallworth were actively wrestling with the shooting suspect when the firearm was discharged on the property in the direction of potential victims. Key-employee George Sims was not present on scene while the business was open even after being verbally warned about this on December 1, 2017. The business was open during the time of the incident with security on site, but there was no call to LVMPD from the business about the fight or shooting.

Event #180623-4352: On June 23, 2018, LVMPD Officers were dispatched to the ELKS PARAN LODGE #1508 regarding a shooting that had taken place. Investigation revealed that the victim was inside of the lodge and observed his girlfriend to be in an altercation in the parking lot with the male suspect. The victim went outside to stop the altercation at which time the suspect made reference to being a gang-member (Gerson Park Kingsmen) and pulled out a hand-gun. *The victim turned to walk away at which time he was shot in the buttocks, breaking his femur. The suspect fled in an unknown vehicle*. The victim was identified as a Piru Blood gang-member. The business was served an emergency order by LVMPD due to the ongoing violent crimes at the location. See June 24, 2018 Order, attached as **Exhibit 2**.

21. LVMPD also documented the following interactions with the business as discussed in the April 24, 2018 Letter re Request for Action – City of Las Vegas Business Licensing Division Elks Lodge #1508 I.B.P.O.E. of W. INC. dba Elks Paran Lodge #1508 600 West Owens, Las Vegas, NV 89106 (Ward 5) ("April 24, 2018 Letter"), attached as **Exhibit 3**:

January 15, 2018: Bolden Area Command COP Sgt. Watts met with George Sims at the business. This meeting occurred due to the number of calls for service and violent calls at the business as well as the Elks Lodge's security staff being uncooperative with the LVMPD. Mr. Sims promised Sgt. Watts this would change and he would take steps to ensure security was cooperative and to comply with the City's citations.

February 2, 2018: LVMPD Special Investigations Section (SIS) Detectives conducted a site check of the business with Business Licensing and PILB. Contact was made with Al Richards, Jr., who again attempted to block access to the business by incoming officers. Contact was made with management who became confrontational with Business Licensing and SIS Detectives. Notices of Violation and/or Correction were later issued to the business for the identified violations (duties to cooperate, sign-in log not legible/verifiable, employee list not current, alcohol awareness card violations).

February 22, 2018: Bolden Area Command COP Officer Baker met with George Sims due to the continued calls for service and violence at the Elks Lodge. George Sims advised it was not his fault and he needed more help from the LVMPD. Officer Baker informed Sims of

the security measures he needed to take to avoid future violence and to call the LVMPD anytime he needed someone removed from his property.

March 5, 2018: Bolden Area Command COP Sgt. Stark and Lieutenant Cintron met with George Sims at the business. This meeting was in reference to the calls for service and violence at the business continuing after the earlier visits from the LVMPD. It was clear to LVMPD that the Elks Lodge was not heeding the previous warnings. Sergeant Stark and Lieutenant Cintron met with Mr. Sims to discuss business' security team's noncompliance, the violent calls for service, the disrepair of the property, lighting, metal detectors, allowing only entry of Elks members and other items Mr. Sims needed to address. Mr. Sims claimed he was a victim in all of this and he needed help from his own patrons. Mr. Sims was advised how often the LVMPD was conducting parking lot checks and enforcement on his property.

March 31, 2018: Under event number LLV180331002863, LVMPD officers and gang detectives were investigating an attempted murder, which led them to the ELKS PARAN LODGE #1508. It was determined that a fight inside of the business ultimately led to two shootings that took place at other locations. Gang detectives were attempting to obtain video surveillance of the fight to possibly identify the individual(s) involved in the shootings. When LVMPD arrived at the business, they were met at the door by an unidentified male telling them they "needed to sign in." Detectives explained they did not need to sign in and were escorted to the office where they met with Mr. Sims. When the LVMPD detectives met with Mr. Sims, he was drinking an alcoholic beverage (beer). Mr. Sims could not gain access to the video room, and told detectives that Charles Barber (President/Director of Elks Lodge) would be able to assist them. Detectives waited for several hours for Mr. Barber to reach out to them. Detectives then left the business awaiting a phone call from Mr. Barber. After not hearing from Mr. Barber, detectives obtained a search warrant for the business. Detectives arrived back at the business at approximately 2300 hours. The business was still open, but in the process of closing and removing the last few patrons. The manager on duty, Martin Jefferson, was uncooperative and extremely agitated with LVMPD presence. After a few minutes on scene, George Sims arrived and appeared to be under the influence of intoxicating liquors. Mr. Sims then contacted Mr.

Barber who arrived shortly thereafter. Detectives were able to obtain video from the fight incident. Detectives viewed the video of the fight and determined it began inside the Elks Paran Lodge. *On video, a male is observed running down the hallway of the business with a firearm in his hand. He later tucked it into his waistband. Shortly after, another firearm was observed on the ground of the bar. The firearm was retrieved by a female who was involved in a second fight. There was also a third male who appears to have a firearm in his waist band during the fight. The fight then spilled out the front door.* Security was present at the door. However, the pat downs being conducted by security were only of the hip area. It also appears the metal detectors were not being used even though they were on-hand and operational. It was also established that the business was open when the large fight occurred with security on site, but there was not a call to LVMPD.

April 3, 2018: LVMPD deployed a camera on property due to violent crimes. Deputy Chief Walsh and Deputy Chief Jones met with Charles Barber at the business in an effort to encourage voluntary compliance. Bolden Area Command Captain Yatomi met with Mr. Barber at the business. The purpose of this meeting was to discuss ongoing issues and the best practices to rectify the problem and to ensure the business is operating in a manner consistent with maintaining the safety of the public and patrons.

April 18, 2018: LVMPD camera suffered malicious destruction of property under event LLV180418002680, causing damage to the solar panels. This investigation is currently on-going to determine if the business or a patron of the Elks Lodge is the suspect.

22. In light of these incidents, LVMPD issued a letter to the City on April 24, 2018, requesting that the City take disciplinary action against the business. See April 24, 2018 Letter, attached as **Exhibit 3**.

23. Following the letter, LVMPD has received three additional calls for service, including two calls for assault/battery and one concerning a person with a gun on the premises.

24. As discussed above, on June 23, 2018, LVMPD responded to a shooting in the parking lot of the business, resulting in an emergency closure of the premises. See June 23, 2018 Order, attached as **Exhibit 2**.

SUBSTANTIVE LAW

25. Under LVMC 6.02.330, a licensee may be subject to disciplinary action by City Council for good cause, which may include the following:

> (G) The premises on which the business is conducted do not satisfy local, state, or federal law or regulations which pertain to the activity which is actually engaged in; and
>
> (H) The business activity the business activity constitutes, promotes, causes, allows, fosters, aids, or otherwise enables a private nuisance, public nuisance or chronic nuisance, or has been or is being conducted in an unlawful, illegal or impermissible manner, including but not limited to causing, allowing, promoting, fostering, aiding, enabling, exercising deliberate ignorance towards or failing to abate a private nuisance, public nuisance or chronic nuisance.
>
> . . .
>
> (J) The licensee, any of its principals, their employees or those acting on their behalf failed to cooperate with the Director's efforts to enforce the provisions of this Code

26. LVMC 6.20.370 states that:

> (A) It is unlawful to:
>
> (1) Engage in any activity for which a license is required by this Title without having obtained and maintained in force the license that pertains to that activity;
>
> (2) Violate any provision of this Title in connection with the operation of a business; or
>
> (3) Violate any provision of State law governing the operation of a business.
>
> (B) It is unlawful for a licensee to:
>
> (1) Violate any condition of an business license; or
> (2) Knowingly permit an employee of the licensee to violate any condition of a business license.
>
> (C) In addition, any activity or violation described in Subsections (A) or (B), if harmful to the safety, welfare, health, or peace of City residents, property owners or visitors, constitutes a public nuisance.

27. LVMC 6.06.250 provides:

> (A) A licensee may be subject to disciplinary action as set forth in Sections 6.02.330 through 6.02.360.

(B) A principal approved for suitability may be subject to disciplinary action by the City Council for good cause, which may include, but is not limited to:

(2) The principal fails to satisfy any qualification or requirement imposed by this Code, or other local, State or Federal law or regulation pertaining to the particular approval for suitability sought or held;

. . .

(5) The principal has been subject, in any jurisdiction, to disciplinary action of any kind against a license, permit, approval for suitability or work card to the extent that such disciplinary action reflects on the qualification, acceptability or fitness to be approved for suitability;

. . .

(9) The principal, or his or her employees or those acting on their behalf, violates any condition upon which approval for suitability was granted

28. LVMC 6.50.010 provides:

The City Council declares that this Alcoholic Beverage Control Chapter is an exercise of the regulatory powers delegated to the City Council pursuant to the City Charter and NRS 268.090, inter alia. The regulations contained in this Chapter involve, to the highest degree, the economic, social, physical and moral well-being of the residents and taxpayers of the City. The sale or other disposition of alcoholic beverages is not a matter of right but of privilege, which would otherwise be unlawful if it were not exercised pursuant to a license. This privilege may be denied, revoked, conditioned, suspended or subjected to any other disciplinary action by the City in the exercise of its police powers for the protection of the safety, welfare, health, peace and morals of the residents and taxpayers thereof. Businesses engaged in the sale or other disposition of alcoholic beverages must therefore comply with LVMC Chapter 6.06. Every person licensed pursuant to this Chapter shall cooperate with Department and Metro personnel in the exercise of their duties under this Chapter. Nothing in this Chapter shall be construed to confer any legitimate claim of entitlement to any benefit which might otherwise devolve upon any licensee or any person approved for suitability.

29. LVMC 6.50.150 provides:

A nonprofit club general on-sale license authorizes the sale of alcoholic beverages by the licensee or the licensee's authorized employees only for consumption on the premises and only to bona fide dues-paying members of the club, and to a member's bona fide guests. A club member must at all times accompany any guests in any area where alcoholic beverages are sold, poured, served or consumed. A key employee must be on the premises during all hours when a bar is open and alcoholic beverages are available for

service. Such club shall maintain an accurate sign-in log that each member and the member's guests must sign upon entering the club house, clubroom or meeting room operated by the club. The names in the log must be legible, verifiable and available at all times to Metro or City personnel.

30. LVMC 6.50.410 provides:

It is the duty of the licensee and any principal thereof to:

(A) Ensure that a person who is at least twenty-one years of age, who is either an owner or employee of the licensee and who has a valid work card and health card in his possession, is present on the premises during all times that the premises are open for business.

(B) Maintain and make available during the licensee's business hours for inspection by Metro or the Department a list of all of licensee's current employees by name that are required to have one or more of the following cards and the corresponding card numbers:

(1) A work card.

(2) A health card.

(C) The list referenced in Subsection (B) of this Section shall also include, in addition to the names of current employees, all the names of other persons employed during the previous three years

31. LVMC 6.50.620 provides:

The Department or Metro shall have jurisdiction to investigate and enforce the provisions of this Chapter. The Department or Metro shall have all powers which may be necessary or appropriate for a complete and effective exercise of its jurisdiction, including, but not limited to, the power to enter and inspect the licensed premises at any time during the business hours of the licensee, and the Department or Metro shall have the power to examine all books and records of the licensee and any principal thereof. The Department or Metro is authorized to request information from a licensee, any principal thereof, or a license applicant at any time in furtherance of the exercise of its jurisdiction.

32. LVMC 9.04.030 provides:

Every person who causes, maintains, allows, permits, procures, aids, fosters, promotes or solicits a public nuisance or chronic nuisance, or who wilfully omits or refuses to abate such a nuisance, is guilty of a misdemeanor. Every person who deliberately ignores the establishment or continuation of a public nuisance or chronic nuisance involving or upon property under the person's control is guilty of a misdemeanor if done either intentionally or in a criminally negligent manner. For purposes of this Section, deliberate ignorance is done in a criminally negligent manner if it jeopardizes another's health, safety or welfare; interferes with the objectively reasonable use and enjoyment of

> adjacent property or any public property; or has a detrimental effect upon adjacent property values. Each day that a violation continues constitutes a separate violation for purposes of criminal prosecution

ELKS PARAN LODGE #1508 should be subject to disciplinary action by the City Council under LVMC 6.06.250. Based on the findings of Metro and City License Officers, ELKS PARAN LODGE #1508 operates in violation of its approved establishment licenses and is in violation of the City's business licensing code. In addition, ELKS PARAN LODGE #1508 is promoting, causing, allowing, and enabling a public nuisance.

33. Based on the facts already substantiated and the seriousness of the City Code violations, the Business Licensing Division requests disciplinary action by City Council against ELKS PARAN LODGE #1508 in the form of permanent revocation of the business license or other penalties as set forth in LVMC 6.88.120.

34. In order to bring such action, the Business Licensing Division hereby files this complaint with the City Manager under LVMC 6.88.020. According to LVMC 6.88.030, the City Manager shall submit this complaint to the City Attorney, who shall draft a complaint for approval by the City Council if satisfied that probable grounds exist for disciplinary action.

STANDARD OF EVIDENCE

35. LVMC 6.88.090 provides:

> (A) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted.
>
> (B) The respondent shall have the right to call and examine witnesses on his own behalf, cross examine opposing witnesses, introduce exhibits and evidence relevant to the issues of the case, and offer rebuttal evidence.
>
> (C) The respondent may be called and examined by the City.
>
> (D) The Clerk shall have the power to issue subpoenas for witnesses to appear to give testimony.

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PENALTY

36. LVMC 6.02.360 provides:

> Upon a showing of good cause and in the discretion of the City Council, disciplinary action against a holder may take the form of cancellation, revocation, refusal to renew, suspension, imposition of conditions or restrictions or civil fine in an amount not to exceed one thousand dollars for each day that the violation which forms the subject matter of the complaint that recommends such disciplinary action is demonstrated to have been in existence, or any combination of such actions, as the particular situation may require. The Council may also impose against the licensee the actual costs incurred, and a reasonable amount for attorney's fees, resulting from the imposition of disciplinary action. The disciplinary actions available in this Section shall be in addition to, and not exclusive of, any other civil or criminal remedy which otherwise might be available.

37. LVMC 6.88.120 provides:

> (A) After the hearing of a contested matter, the City Council shall render a decision on the merits, which shall include findings of fact and conclusions of law and the penalty to be imposed, if any. The penalty may include, without limitation, the following, or any combination thereof:
> (1) The suspension or revocation of the respondent's license, approval for suitability or work card, as the case may be;
> (2) The imposition of conditions upon the license, approval for suitability or work card in question; or
> (3) The imposition of a civil fine in an amount not to exceed one thousand dollars for each day that the violation which forms the subject matter of the complaint is demonstrated to have been in existence.
>
> (B) The City Council shall make and enter an order in its minutes in conformity to such decision. The decision of the City Council shall be served on the parties personally or shall be sent to them by registered or certified mail. The decision shall become and remain effective upon such service unless the City Council shall otherwise order.

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WHEREFORE, the Petitioner respectfully requests the City Council to:

A. Approve the Complaint for Disciplinary Action and order a disciplinary hearing at which the Respondent shall appear and show cause why the license that is the subject of this Complaint should not be suspended or revoked, or other disciplinary action taken; or

B. Grant such other and further relief as the Council deems appropriate.

DATED this 23rd day of July, 2018.

RESPECTFULLY SUBMITTED:

By: _____
ROBERT SUMMERFIELD, Director
Planning

BRADFORD R. JERBIC
City Attorney

By: _____
SETH T. FLOYD
Deputy City Attorney
Nevada Bar No. 11959
495 South Main Street, Sixth Floor
Las Vegas, NV 89101
Attorneys for CITY OF LAS VEGAS

EXHIBIT 1

EXHIBIT 1

CITY OF LAS VEGAS BUSINESS LICENSING ENFORCEMENT

INVESTIGATIVE REPORT

Elks Paran Lodge 1508 Investigation

SUBJECT

BUSINESS NAME & LOCATION:	CASE NUMBER:
Elks Paran Lodge 1508 600 West Owens Ave. LV, NV 89106	BLE466725
DATE & TIME OCCURRED:	**LOCATION OF OCCURRENCE:**
August 2017 – June 2018	600 West Owens Ave. LV, NV 89106

NARRATIVE:

BUSINESS LICENSE INFORMATION:

Business Location: **600 West Owens Ave.**
Business Name: **Elks Paran Lodge 1508**
Business License (s): **Non-Profit Club General On-Sale**
Banquet Establishment – Liquor
Amusement Machines
Business Ownership: **Elks Paran Lodge No. 1508, I.B.P.O.E. Of W. Inc. – Charles Barber (President)**
(Domestic Non-Profit) NV20131522391 - *Active*
License Issued Date: **07/06/1994**

ORIGIN OF CASE:

In November of 2017, the Las Vegas Metropolitan Police Department (LVMPD) notified the City of Las Vegas (CLV) Business Licensing Division (Department) about an attempted murder that occurred on the property on Elks Paran Lodge 1508. They advised the Department that their subsequent visits to the property in an attempt to conduct a lawful investigation were met with a complete lack of cooperation from the business and their employees. Due to cooperation with LVMPD and the Department being a requirement for liquor establishments, a case was created for investigation into the business practices (See BLE466725).

CHRONOLOGY OF EVENTS:

In July of 1994, Charles Barber (hereafter referred to as Barber) applied for and obtained a non-profit club general on sale license at the above listed location, in the above listed business name **(EXHIBIT A).** This type of business is privileged in nature and requires a full background investigation pursuant to Las Vegas Municipal Code (LVMC) 6.06 and LVMC 6.50. Specifically, it has been deemed that liquor establishments seriously affect the economic, social and moral well-being of the City and its residents, and that such businesses must be regulated strictly for the welfare of the public.

On November 30, 2017, I, Senior License Officer Ryan Black, was contacted by LVMPD regarding the Elks Paran Lodge 1508. LVMPD detectives advised me that they were attempting to conduct an investigation into an attempted murder at the business, and were met with a series of resistance on the night of the original crime (November 18, 2017), and during a subsequent visit on November 24, 2017 **(EXHIBIT B).** I advised them that, due to the business having a liquor license, they were required to cooperate with LVMPD and the City during investigations.

On December 01, 2017, officers of the Department (including myself), along with officers of the LVMPD and the Nevada Private Investigator's Licensing Board (PILB) conducted a joint-inspection of the business. These inspections are typically done together to address all issues a business may have at one time, instead of having multiple business interruptions by each concerned agency. Upon arrival I made contact with Martin Jefferson [redacted]. Martin stated that he was the manager on duty. I asked Jefferson if any key-employees (Sims or Burns) were on the premises as required. Jefferson stated that "no," and that he was in charge. I requested to see the employee listing for the business. Jefferson stated he they did not have one. A card check was conducted revealing a bartender (Karenia McGhee [redacted] did not have her cards on her person. There was an additional bar set-up in the back area of the Elks and people were walking freely in and out of the business with alcohol, through the west side door. A check of that door revealed it was unsecure and unmanned by any security. A check of the sign-in log (register) revealed that it was not legible, and thus not verifiable. Martin conducted a headcount of the patrons inside and told me he had 50 members, and 35 guests, totaling 85 people inside of the business. The sign-in log had approximately 25 people listed that were signed in at that time, which conflicted with the number Martin had given me (85). This number was also verified by City personnel on scene (City counted 82 people). Martin stated that it was impossible to make everyone sign in and that it was the responsibility of the security staff. I explained to Martin that the business was ultimately responsible for the sign-in log's accuracy and maintenance, and that he should consider educating security on the sign-in log standards to avoid any fines or fees. At approximately 2201 hours, George Sims (key-employee) arrived at the business. I extensively explained the violations found that night to Sims, as well violations from November, involving Metro's contact with the business. Sims stated that he wanted to comply with whatever rules and that he may consider getting a new security company. I advised Sims that I would bring him in for a meeting in the coming weeks to issue him citations for what was

appropriate, but in the meantime he had to ensure full cooperation with LVMPD and the Department, and he must have a key-employee on site at all times. Additionally, I explained the sign-in log must me legible, verifiable, and available for inspection. Sims stated he understood. Sims also stated that James Burns was deceased and no longer a key-employee. Sims stated he would be on the property during all business hours as he was the only person approved to act as a key-employee. At the conclusion of the check, it was determined that there may also be gaming violations.

On December 22, 2017, LVMPD officers responded to a violent crime call and dealt with a lack of cooperation from personnel inside the business. During that time, there was no key-employee on site, and the security officers of the business refused to cooperate with their investigation. See LVMPD officer's report regarding LLV171222-4262. Notices of Violation were issued to the business following this incident **(EXHIBIT C).**

On December 28, 2017, I made a phone call to Key-Employee George Sims [redacted]. I identified myself to Sims and asked to meet regarding citation issuance and education on compliance moving forward, which was also discussed during the December 1, 2017 site check. Sims stated he would meet me at the business location after 12:00 hours. At 12:00 hours, I conducted a site visit with License Officer T. Torgerson and LVMPD SIS Detectives. We met with key-employee (Sims), and conducted a walk-through of the property. At the conclusion of the walk-through I extensively explained several violations that had occurred between November and December of 2017, and how to achieve compliance with such violations. Specifically, we discussed the compliance regarding the employee list, sign-in log, work cards, health cards, alcohol awareness cards, key-employee on premises, not being open to the public (members and guests only), and cooperation with the Department and LVMPD during investigations/inspections. Further, I educated Sims on the possible repercussions of failing to comply (further fines, fees, citations, disciplinary action, license revocation, emergency closure etc.). I explained and issued NOV's and a Correction Notice to Sims **(EXHIBIT D),** as well as explained the compliance options regarding each issue. Sims stated that he understood the options for the NOV's (hearing request, reduction request, payment, or fine doubling). Sims and his managers were provided with copies of the relevant municipal codes for their education. Sims and his managers were argumentative about the facts and circumstances surrounding the contact with LVMPD during the December 22nd incident, but stated that they may look at obtaining a new security company. They did not dispute the December 1st NOV's. Related to the gaming issue previously discussed, I explained to Sims that the City could not allow his business to be open to the public, and as such, he may violate gaming rules. I advised Sims to contact the GCB to determine how to proceed without being in violation, but that City code did not allow members of the public to come and go, even if just for gaming purposes. Sims stated that he understood. Additionally, Sims stated the business was working on getting new key-employees brought forward.

On January 03, 2018, Evelyn Zapata came into the Department (front counter), and claimed to be representing Elks Paran Lodge 1508. Zapata stated she was the accountant for the Elks. She provided copies of documents that she stated were relevant to the business; including, the employee list (not complete), copies of employees required cards (one of which was an expired work card), copies of sign-on logs (which were not legible), and written statements from the onsite security company to rebut Metro OR's that indicate security failed to cooperate with any inspection. Officer Torgerson received the documents from Zapata and attached them to the case for review.

On January 04, 2018, I made a phone call to George Sims. I spoke with Sims regarding the documentation I had received from the day prior. I thoroughly explained to Sims that the lists received, dated after our last conversation, were still not in compliance with the code. I explained that names had to be legible and verifiable, which meant printed first and last names. Additionally, I explained that the employee list was not current and did not contain all required employees. Sims stated that he understood but that he wanted me to speak to Mr. Barber (President of Elks). I then spoke with Barber. I explained the issues to Barber and provided ideas for compliance. We discussed electronic sign-in logs, computers, manning the door with security, etc. I also explained to Barber that the business may need to limit the hours to allow Sims to be on-site at all times. Barber stated that he understood and would look into hiring 4-5 more key-employees to be compliant and run the establishment safely.

On January 11, 2018, the Department received a letter from the business regarding compliance issues **(EXHIBIT E)**.

On January 12, 2018, I made a phone call to Barber [redacted]. I advised Barber that we had received his letter. We discussed some items in the letter that made it appear that Barber did not understand compliance requirements and hearing response. I advised Barber of what was expected for him to be compliance with our code. Barber stated that he understood but argued that on the night of December 22, 2017, that Joseph Neal was on the premises. When I asked who that was he stated that Joseph Neal was a former senator and had been on the license for years. I asked Barber if he was referring to Joe Martin Neal Junior. Barber stated no, he was a different person. I informed Barber that we had no Joseph Neal on file as an approved key-employee. I further advised Barber that if he so wished, he could request a hearing and have his case heard before a hearings officer on the issues he did not agree with. Barber stated that he understood and would think about what he wanted to do. Barber was advised that he must take action within 30 days from the date the citation was issued. Barber again stated he understood.

CITY OF LAS VEGAS BUSINESS LICENSING ENFORCEMENT
INVESTIGATIVE REPORT

On February 02, 2018, I conducted a field check of the business with LO T. Torgerson & LO K. Oliverius, along with LVMPD SIS and NV PILB. Upon arrival I made contact with the head of security (Albert Richards [redacted]) who stopped me at the door and stated he was going to verify that the manager was on the property before we would be allowed to enter. Richards was then detained by Metro for failing to cooperate with the inspection/obstructing. Once inside, I made contact with George Sims. A card check/employee list check was conducted revealing that all security staff did not have the required alcohol awareness cards. Additionally, security staff were not listed not on the employee list. A check of the sign-in log revealed that it was not legible or verifiable. While observing security, it was clear that they were not requiring all persons entering to sign in. I explained the issues to Sims and to Martin, and they were both argumentative, stating that they had never heard of the things I was telling them. I explained to both Sims and Martin that they were previously put on notice over the same issues in December of 2017, and that I also personally explained how to be in compliance during my last visit to each of them. I advised Sims that I would meet with him and Barber at their convenience to issue citations for the found violations, and to spell out in detail what the issues were/answer any questions. Sims requested the meeting take place at the business. I assured him that I would oblige and meet him at the business when they were not open to the public.

On February 06, 2018, a meeting was held at the business with LO T. Torgerson, Barber, and George Sims. I discussed with Barber and Sims the ongoing compliance issues, and a number of possible solutions to rectify the issues. Specifically, I educated Barber & Sims about duties to cooperate, sign-in log requirements, employee list requirements, word/health/alcohol awareness card requirements, running a safe establishment (best security practices), etc. Additionally, we discussed key-employee requirements and the feasibility of obtaining multiple key-employees. Citations were issued for violations from the February 2nd inspection **(EXHIBIT F).** Options were explained to Barber who stated he understood and would fix all of the outstanding issues. Barber was also provided a copy of the liquor code that pertained to his business operation.

On March 31, 2018, LVMPD SIS and Gang Detectives notified me that they had responded to the business regarding a murder that took place in Clark County, at another business. The detectives stated that while investigating that murder, they learned that the suspects were at the Elks Paran Lodge 1508, prior to the murder taking place. They further stated that due to this information, they attempted to obtain video footage from the Elks Paran Lodge 1508, where they met heavy resistance. The detectives obtained a search warrant for the video, and were later able to determine their murder suspect was at the Elks Paran Lodge 1508, and could be seen on camera running through the establishment with a firearm in his hand **(EXHIBIT G).** The detectives noted during the night, that during the first attempt to obtain video, Sims was on site as required but was intoxicated. They further noted that Sims was not on site initially during the follow-up attempt to obtain video, but that he eventually showed up at the business, still intoxicated.

On April 25, 2018, LVMPD SIS Sgt. C. Fulwiler hand delivered a letter to the Department detailing an extensive number of concerns regarding the business **(EXHIBIT H).** The letter was regarding a request for action on the Elks Paran Lodge 1508 and detailed events since August of 2017 that were of concern. In the letter, there were several violent crimes noted that were connected to the business and its patrons, most of which were not called in by the business. Additionally, the letter spelled out compliance efforts taken by both Metro, and the Department, including numerous site checks and meetings, asking for the business to fix the issues at hand. Specifically, Metro identified the following events that occurred:

Event #170820-0341
On August 20, 2017, patrol officers were dispatched to Valley Hospital regarding a woman who was at the hospital claiming she had been stabbed in the head. Further investigation revealed that the woman was stabbed in the head during a fight earlier in the night at the Elks Paran Lodge. The stabbing victim stated that after the fight, while leaving, there were also several gunshots that came from the door area of the Elks Paran Lodge. When officers later attempted to obtain video from Elks Paran Lodge they were denied. The Elks Lodge stated that nobody was available to provide it. The officers did find a vehicle with blood smeared on it near the entrance of the business, and a blood trail on the ground. The business was open during the time of the incident with security on site, but there was no call from the business to the police department.

Event #171027-2300
On October 27, 2017, Patrol officers were dispatched to the business for a robbery in progress. Investigation revealed that a female was sitting inside of a vehicle in the parking lot of the Elks Paran Lodge when a vehicle approached with two occupants. One of the occupants exited the vehicle and pointed a black handgun at the female victim. The suspect then yelled at the victim, "I'll pop your bitch ass, I'll kill you." The victim remained sitting inside of her vehicle. The suspect then broke the window of the victim's vehicle, and took items of personal property from the other side of the vehicle, which had an open window. The suspects fled in the vehicle they arrived in, and were later arrested. The business was open during the time of the incident but there was no call from the business about the robbery to the police department.

Event #171118-0183
On November 18, 2017, patrol officers were dispatched to the business for an assault/battery with a gun call at the business.

The preliminary investigation revealed multiple shooters discharged firearms in the parking lot and multiple vehicles were struck by gun fire. Upon officer's arrival, they found a male laying on the ground with a gunshot wound to the neck. One vehicle had also crashed across the street while fleeing the scene. In all, 49 shell casings were recovered at the scene. During the course of the investigation, detectives met with Al Richards Jr., who claimed he was security for the property. Detectives requested video footage, but Richards refused and locked the door to the video equipment room to keep detectives from viewing the video. Detectives were forced to obtain a search warrant to obtain the video. Further investigation into this incident resulted in it being updated to an attempt murder investigation. A subject later arrived at the business, who claimed to be the owner, and told officers they would not need a warrant and could access or seize anything they needed. Again, the business was open, but did not contact the police about the shooting.

Event #171124-3983
On November 24, 2017, an LVMPD detective was conducting follow up for the attempt murder investigation that occurred on November 18th. While examining vehicles in the parking lot, the detective was approached by security officer Al Richards Jr. Richards asked the detective if he had "probable cause to be on property." The detective told him he did not need probable cause to be in the parking lot as he was conducting an investigation. Richards told the detective the business did not want to see police on property. The detective told Richards he would leave and Richards claimed he would contact LVMPD Sgt. Whitley about police being on the property without probable cause.

Event #171201-3948
On December 01, 2017, LVMPD Special Investigations Section (SIS) detectives conducted a site check of the business with City of Las Vegas Business Licensing and State of Nevada Private Investigators Board (PILB). During the site check, contact was made with Al Richards Jr. Richards attempted to block the entry to the business so detectives, business licensing, and PILB could not enter. Richards was advised of his duties as security and reminded the business holds privileged liquor licenses and is subject to inspection of the business. Richards was further advised that employees must cooperate. Contact was made with manager Martin Jefferson and key-employee George Sims. Multiple violations were observed during the site check which were noted by City of Las Vegas Business Licensing. These violations included:

- Failing to Cooperate
- No-Key Employee On Site
- Log Not Legible or Verifiable
- No Employee List
- Work Card Violations
- Alcohol Awareness Card Violations

Event #171222-4262
On December 22, 2017, patrol officers responded to the Elks Paran Lodge for an assault/battery with gun call. Upon arrival at the business officers were informed by dispatch that a fight had occurred inside. The officers discovered trails of blood leading into the women's restroom with a large amount of blood in the restroom along with broken glass bottles. A police officer followed a trail of blood from the restroom to the outside of the business into the parking lot. It was determined that a fight inside of the business led to a shooting directly in front of the entrance of the business. As the officer came back to the front door, security officer Al Richards Jr. blocked the officer's way and told him there was no crime scene in the business. During the course of the investigation, Richards continued to be uncooperative with officers even after being warned in the past about such actions. Officer's made contact with two other security officers, Demontray Stallworth and Tinsley Monkeith, both of which were uncooperative with officers and denied there was a fight in the business or a gun involved. However, according to witness statements both Monkeith and Stallworth were actively wrestling with the shooting suspect when the firearm was discharged on the property in the direction of potential victims. Elks Paran Lodge key-employee George Sims was not present on scene while the business was open even after being verbally warned about this on December 1, 2017. The business was open during the time of the incident with security on site, but there was no call from the business about the fight or shooting to the police department.

January 10, 2018
LVMPD SIS detectives received a letter from Elks Paran Lodge, contesting the City of Las Vegas Business Licensing fines. While the fines were initially contested, the business later paid them, thus admitting responsibility. It should be noted that the business had the option to contest the fines to be heard before a third-party hearings officer, if they so requested.

January 15, 2018
Bolden Area Command COP Sgt. Watts met with George Sims at the business. This meeting occurred due to the number of calls for service and violent calls at the business as well as the Elks Lodge's security staff being uncooperative with the LVMPD. Mr. Sims promised Sgt. Watts this would change and he would take steps to ensure security was cooperative and

to comply with the City's citations.

February 2, 2018
On February 02, 2018, LVMPD Special Investigations Section (SIS) Detectives conducted a site check of the business with City of Las Vegas Business Licensing and State of Nevada PILB. Contact was made with Al Richards Jr., who again attempted to block access to the business by incoming officers. Contact was made with management who became confrontational with City of Las Vegas Business Licensing and SIS Detectives. Citations were later issued to the business for the identified violations (duties to cooperate, sign-in log not legible/verifiable, employee list not current, alcohol awareness card violations).

February 22, 2018
Bolden Area Command COP Officer Baker met with George Sims due to the continued calls for service and violence at the Elk's Lodge. George Sims advised it wasn't his fault and he needed more help from the LVMPD. Officer Baker informed Sims of the security measures he needed to take to avoid future violence and to call the LVMPD anytime he needed someone removed from his property.

March 5, 2018
Bolden Area Command COP Sgt. Stark and Lieutenant Cintron met with George Sims at the business. This meeting was in reference to the calls for service and violence at the Elks Lodge continuing after the earlier visits from the LVMPD. It was clear, the Elks Lodge was not heeding the previous warnings. Sergeant Stark and Lieutenant Cintron met with Sims to discuss The Elk's Lodge security team's noncompliance, the violent calls for service, the disrepair of the property, lighting, metal detectors, allowing only entry of Elks members and other items Sims needed to address. George claimed he was a victim in all of this and he needed help from his own patrons. George was advised how often the LVMPD was conducting parking lot checks and enforcement on his property.

March 31, 2018
On March 31, 2018 under event number LLV180331002863, patrol officers and gang detectives were investigating an attempted murder which led them to the Elks Paran Lodge. It was determined that a fight inside of the business ultimately led to two shootings which took place at other locations. Gang detectives were attempting to obtain video surveillance of the fight to possibly identify the individual(s) involved in the shootings. When they arrived they were met at the door by an unidentified male telling them they "needed to sign in." Detectives explained they did not need to sign in and were escorted to the office where they met with George Sims. Sims is a key employee for the business. When the Detectives met with Sims, he was drinking an alcoholic beverage (beer). Sims could not gain access to the video room, and told detectives that Charles Barber (President/Director of Elks Lodge) would be able to assist them. Detectives waited for several hours for Barber to reach out to them. Detectives then left the business awaiting a phone call from Barber. After not hearing from Barber, detectives obtained a search warrant for the business.

Detectives arrived back at the business at approximately 2300 hours. The business was still open, but in the process of closing and removing the last few patrons. The manager on duty, Martin Jefferson was uncooperative and extremely agitated with LVMPD presence. After a few minutes on scene, George Sims arrived and appeared to be under the influence of intoxicating liquors. Sims then contacted Barber who arrived shortly thereafter. Detectives were able to obtain video from the fight incident.

Detectives viewed the video of the fight and determined it began inside the Elks Paran Lodge. On video, a male is observed running down the hallway of the business with a firearm in his hand. He later tucked it into his waistband. Shortly after, another firearm was observed on the ground of the bar. The firearm was retrieved by a female who was involved in a second fight. There was also a third male who appears to have a firearm in his waist band during the fight. The fight then spilled out the front door.
Security was present at the door. However, the pat downs being conducted by security were only of the hip area. It also appears the metal detectors were not being used even though they were on hand, and operational. It was also established that the business was open when the large fight occurred with security on site, but there was not a call to the police department.

April 3, 2018
LVMPD Camera Deployed on property due to violent crimes.

April 3, 2018
Deputy Chief Walsh and Deputy Chief Jones met with Charles Barber at the business in an effort to encourage voluntary compliance.

April 3, 2018
Bolden Area Command Captain Yatomi met with Charles Barber at the business. The purpose of this meeting was to discuss ongoing issues and the best practices to rectify the problem and to ensure the business is operating in a manner consistent with maintaining the safety of the public and patrons.

April 18, 2018
LVMPD camera suffered malicious destruction of property under event LLV180418002680 causing damage to the solar panels. This investigation is currently on-going to determine if the business or a patron of the Elks Lodge is the suspect.

After receiving the letter from LVMPD, the Deputy Planning Director, Mary McElhone, made several attempts to contact the Elks Paran Lodge Headquarters in North Carolina. The intent was to seek assistance from the charter in rectifying the issues at hand. The Elks Paran Lodge Headquarters was made aware of the serious concerns at the business, but would not take any action on the local charter.

Since the Metro letter on April 24, 2018, there have been three more concerning calls to the Metro which include two (2) assault/battery calls, and one (1) person with a gun call.

Additionally, on June 23, 2018 under LLV180623-4352, LVMPD Officers were dispatched to the Elks Paran Lodge 1508 regarding a shooting that had taken place. Investigation revealed that the victim was inside of the lodge and observed his girlfriend to be in an altercation in the parking lot with the male suspect. The victim went outside to stop the altercation at which time the suspect made reference to being a gang-member (Gerson Park Kingsmen) and pulled out a hand-gun. The victim turned to walk away at which time he was shot in the buttocks, breaking his femur. The suspect fled in an unknown vehicle. The victim was identified as a Piru Blood gang-member. The business was served an emergency order by LVMPD due to the ongoing violent crimes at the location.

Photos and videos regarding some of the above listed issues are attached hereto **(EXHIBIT I).**

ADDITIONAL ENFORCEMENT HISTORY:
Case # BLE30347 – In March of 2016, A City inspection revealed that the sign-in log was not legible as required by code. Business was verbally warned about compliance with the liquor code.

Case # BLE379946 – In March of 2017, A City inspection revealed that there was no key-employee on site while the business was open, as required by code. Business was verbally warned about compliance with the liquor code.

VIOLATION CODE SUMMARY:
(1) LVMC 6.50.010 – Failure to Cooperate ($500)
To Wit: On 11/18/017, 11/24/2017, Liquor licensee failed to ensure cooperation with LVMPD Officers during lawful investigations into a violent crime. LVMC 6.50.010 requires cooperation with officers of the department and the LVMPD while officers are exercising lawful duties.

(2) LVMC 6.50.150 – No Key Employee On Premises ($500)
To Wit: On 12/01/2017, Liquor licensee failed to have a key-employee on the premises while the business was open and alcoholic beverages were available for service.

(3) LVMC 6.50.150 – Sign-in Log Not Legible/Verifiable ($500)
To Wit: On 12/01/2017, Liquor licensee failed to maintain an accurate, legible and verifiable sign-in log, listing all members and their guests. Business was open and operating.

(4) LVMC 6.50.150 – No Key Employee On Premises ($500)
To Wit: On 12/22/2017, Liquor licensee failed to have a key-employee on the premises while the business was open and alcoholic beverages were available for service.

(5) LVMC 6.50.010 – Failure to Cooperate ($500)
To Wit: On 12/22/2017, Liquor licensee failed to ensure cooperation with LVMPD officers during a lawful investigation into a violent crime occurring on the property. LVMC 6.50.010 requires cooperation with officers of the Department and the LVMPD while officers are exercising lawful duties.

(6) LVMC 6.50.150 – Sign-in Log Not Legible/Verifiable ($500)
To Wit: On 02/02/2018, Liquor licensee failed to maintain an accurate, legible and verifiable sign-in log, listing all members and their

guests. Business was open and operating.

(7) LVMC 6.50.410 (B) – Employee List Not Maintained ($500)
To Wit: On 02/02/2018, Liquor licensee failed to have a current and accurate employee list on the premises. Available employee list did not include any of the security staff as required.

(8) LVMC 6.02.370 (A)(3)/NRS 369.630 – Alcohol Awareness Training Card Violations (No Fine Assessed)
To Wit: On 02/02/2018, Liquor licensee failed to require a person acting in the role of security to have a State approved alcohol awareness card in his/her possession. No fine assessed. All security staff must have valid alcohol awareness cards in their possession.

(9) LVMC 6.50.150 – Sign-in Log Not Legible/Verifiable (No Fine Assessed – Metro Check)
To Wit: On 03/30/2018, Liquor licensee failed to maintain an accurate, legible and verifiable sign-in log, listing all members and their guests. Business was open and operating.

(10) LVMC 6.50.480 – Selling/Serving Alcohol While Intoxicated (No Fine Assessed – Metro Check)
To Wit: On 03/30/2018, Key-employee (Sims) was found on the premises during an initial site check, intoxicated while the business was open and alcoholic beverages were available for service. Sims was the responsible party on site, supervising the sales of alcohol.

(11) LVMC 6.50.150 – No Key Employee On Premises (No Fine Assessed – Metro Check)
To Wit: On 03/30/2018, Liquor licensee failed to have a key-employee on the premises (during follow-up site check) while the business was open and alcoholic beverages were available for service.

(12) LVMC 6.50.150 – Sign-in Log Not Legible/Verifiable (No Fine Assessed – Metro Check)
To Wit: On 06/23/2018, Liquor licensee failed to maintain an accurate, legible and verifiable sign-in log, listing all members and their guests. Business was open and operating.

WITNESS LIST:

City of Las Vegas
R. Black, Senior License Officer – Business Licensing Compliance & Enforcement
T. Torgerson, License Officer – Business Licensing Compliance & Enforcement
K. Oliverius, License Officer – Business Licensing Compliance & Enforcement

LVMPD
M. Fairweather, Detective, LVMPD, Special Investigations Section
T. Humphrey, Detective, LVMPD, Special Investigations Section
S. Meyer, Detective, LVMPD, Special Investigations Section
C. Hurtado, Detective, LVMPD, Special Investigations Section
C. Fulwiler, Sergeant, LVMPD, Special Investigations Section

ATTACHMENTS:
Exhibit A Business License – Elks Paran Lodge 1508
Exhibit B LVMPD Officer's Report – November 24, 2017
Exhibit C Notices of Violation and Correction Notice – December 01, 2017
Exhibit D Notices of Violation – December 22, 2017
Exhibit E Letter to CLV from Elks Paran Lodge 1508 – January 11, 2018
Exhibit F Notices of Violation – February 02, 2018
Exhibit G Camera Stills – LVMPD Investigation – March 31, 2018
Exhibit H LVMPD Letter – April 25, 2018
Exhibit I Various Photos and Video – 2017-2018

END OF REPORT

OFFICER:	P#:	OFFICER:	P#:
Ryan Black	987627		
SUPERVISOR APPROVING:	P#:	DATE AND TIME OF REPORT:	
Latania Webb	960545	June 26, 2018 1700 hours	

EXHIBIT A

BUSINESS LICENSE

City of Las Vegas | Las Vegas, Nevada

IN ACCORDANCE WITH THE PROVISIONS OF THE LAS VEGAS MUNICIPAL CODE, AS AMENDED, LICENSE IS HEREBY GRANTED TO OPERATE THE BUSINESS REFERENCED BELOW.

LICENSE #: L13-00005

RENEWAL DATE: 04/01/2018

EXPIRATION DATE: 10/01/2018

TYPE OF LICENSE: L13 - NONPROFIT CLUB GENERAL ON-SALE

BUSINESS LOCATION: 600 W OWENS AVE

ISSUED TO:

ELKS PARAN LODGE 1508
600 W OWENS AVE
LAS VEGAS, NV 89106

Mary C McElhern

Deputy Director, Planning Department

Failure to maintain an active state license or SNHD health permit, if required, renders this business license invalid.

Post in a conspicuous place.

FM-0152-02-18
Form 167

BUSINESS LICENSE

City of Las Vegas | Las Vegas, Nevada

IN ACCORDANCE WITH THE PROVISIONS OF THE LAS VEGAS MUNICIPAL CODE, AS AMENDED, LICENSE IS HEREBY GRANTED TO OPERATE THE BUSINESS REFERENCED BELOW.

LICENSE #: L28-00007

RENEWAL DATE: 04/01/2018

EXPIRATION DATE: 10/01/2018

TYPE OF LICENSE: L28 – BANQUET OR EVENT ESTABLISHMENT-LIQUOR ALCOHOL LICENSE

BUSINESS LOCATION: 600 W OWENS AVE

ISSUED TO:

ELKS PARAN LODGE 1508
600 W OWENS AVE
LAS VEGAS, NV 89106

Mary C McElhern

Deputy Director, Planning Department

Failure to maintain an active state license or SNHD health permit, if required, renders this business license invalid.

Post in a conspicuous place.

FM-0152-02-18
Form 167

BUSINESS LICENSE

City of Las Vegas | Las Vegas, Nevada

IN ACCORDANCE WITH THE PROVISIONS OF THE LAS VEGAS MUNICIPAL CODE, AS AMENDED, LICENSE IS HEREBY GRANTED TO OPERATE THE BUSINESS REFERENCED BELOW.

LICENSE #: B23-00077

RENEWAL DATE: 06/01/2018

EXPIRATION DATE: 12/01/2018

TYPE OF LICENSE: B23 – BANQUET OR EVENT ESTABLISHMENT
BANQUET FACILITY

BUSINESS LOCATION: 600 W OWENS AVE

ISSUED TO:

ELKS PARAN LODGE 1508
600 W OWENS AVE
LAS VEGAS, NV 89106

Mary C McElhern

Deputy Director, Planning Department

Failure to maintain an active state license or SNHD health permit, if required, renders this business license invalid.

Post in a conspicuous place.

FM-0152-02-18
Form 167

BUSINESS LICENSE

City of Las Vegas | Las Vegas, Nevada

IN ACCORDANCE WITH THE PROVISIONS OF THE LAS VEGAS MUNICIPAL CODE, AS AMENDED, LICENSE IS HEREBY GRANTED TO OPERATE THE BUSINESS REFERENCED BELOW.

LICENSE #: C08-01275

ISSUE DATE: 02/01/2018

EXPIRE DATE: 08/01/2018

TYPE OF LICENSE: C08 – COIN AMUSEMENT MACHINE
AMUSEMENT GAMES

BUSINESS LOCATION: 600 W OWENS AVE

ISSUED TO:

ELKS PARAN LODGE 1508
600 W OWENS AVE
LAS VEGAS, NV 89106

Mary C McElhen

Deputy Director, Planning Department

Failure to maintain an active state license or SNHD health permit, if required, renders this business license invalid.

Post in a conspicuous place.

FM-0152-02-18
Form 167

EXHIBIT B

DUE TO CONFIDENTIAL NATURE OF EXHIBIT B, IT WILL BE SUBMITTED FOR COUNCIL REVIEW ONLY

EXHIBIT C

☐ COURTESY NOTICE ☐ CORRECTION NOTICE ■ NOTICE OF VIOLATION

City of Las Vegas Department of Planning
Business Licensing Division – Compliance & Enforcement Section BLE 466725

DBA: ELKS PARAN LODGE 1508 License Number(s): L28-00007; L13-00005 ☐ UNLICENSED

Location: 600 WEST OWENS AVENUE Suite ____ Las Vegas, NV, 89106 Inspection Number: 163935

Inspection Date: 12/01/2017 Time: 2145 Issue Date: 12/28/2017 Time: 1500 Multiple Violation Dates: ■Yes ☐No

Mailing Address: S/A E-Mail : POWERLYNBZ@YAHOO.COM

State Business Registration / Entity: ELKS LODGE NO. 1508, I.B.P.O.E. OF W. INC. NV19961081854 ■Active ☐Expired ☐Revoked ☐Default ☐None

Responsible Parties: ☐Owner ■Key-Employee ☐Employee ☐Sole Proprietor ☐LLC ■Corporation ☐Other: ____

Name: GEORGE SIMS DOB [redacted] ID #: ____ ID Type: ____

Name: CHARLES BARBER DOB [redacted] ID #: ____ ID Type: ____

Name: ____ DOB: ____ ID #: ____ ID Type: ____

Las Vegas Municipal Code Reference:

- ☐ 6.02.060(A)(1) Conducting unlicensed business activity
- ☐ 6.02.060(A)(2) Allow/permit another to conduct unlicensed business activity
- ☐ 6.02.060(A)(3) Conducting unlicensed business activity for another
- ☐ 6.02.060(C) Violation of permanent license conditions
- ☐ 6.02.070(B) Violation of temporary license conditions
- ☐ 6.02.125 Failure to acquire health card and/or health permit from SNHD
- ☐ 6.02.250(B) Failure to pay delinquent business license fees
- ☐ 6.02.270 Failure to prominently display business license
- ☐ 6.02.290 Failure to report a change of ownership
- ☐ 6.02.300 Failure to report a change of location
- ☐ 6.02.310 Failure to report a change of business name
- ☐ 6.02.320(A) Failure to report changes – general license
- ☐ 6.02.370(A)(3) No valid State Business Registration NRS 76.100
- ☐ 6.02.370(A)(3) Unlawful drug paraphernalia sale/display/store NRS 453.560
- ☐ 6.02.370(A)(3) Employer alcohol awareness card violation NRS 369.630
- ☐ 6.02.370(A)(3) Violation of State law ____
- ☐ 6.06.053 Violation of temporary privileged license conditions
- ☐ 6.06.190 Failure to require suitability of employee/principal
- ☐ 6.06.195 Unlawful to pay taxicab drivers for delivering passengers
- ☐ 6.06.200 Failure to report changes – privileged license
- ■ 6.50.010 Failure to cooperate with Department or Metro investigation
- ☐ 6.50.280 Unlawful consumption, advertising, display or sales of alcohol
- ☐ 6.50.310 Failure to post required signage at all entrances/exits/sales counters
- ☐ 6.50.410(A) Alcohol licensee – work card violation
- ☐ 6.50.410(B) Alcohol licensee – employee list violation
- ☐ 6.50.440(A-C) Alcohol employee – work card violation
- ☐ 6.50.450(E) Unlawfully selling alcoholic beverages (manner not authorized)
- ☐ 6.50.455(A) Unlawful storage of alcohol at a commercial location
- ☐ 6.50.530 Unlawful to violate conditions of alcoholic beverage license
- ☐ 6.80A.020 Failure to obtain a Temporary Merchant Permit
- ☐ 6.86.030 Work card violation (fail to require or fail to maintain)
- ☐ 6.86.180(A) Failure to maintain and make available a complete employee list
- ☐ 9.04.030 - Permit or maintain a public nuisance
- ☐ 9.04.030 - 19.12.010 Land Use Table violation
- ☐ 9.04.030 - 19.12.050(B) Special Use Permit violation
- ☐ 9.04.030 - 19.16.160 Failure to obtain Temporary Commercial Permit
- ☐ 9.04.030 - 19.16.180(G) Home Occupation Permit violation
- ☐ 12.02.020(A) Failure to obtain a Special Event Permit
- ☐ 12.02.020(B) Operating in violation of, or contrary to Special Event Permit
- ■ Other: 6.50.150 - SIGN-IN LOG VIOLATION / NO KEY-EMPLOYEE ON PREMISES

Description of Violation (s):

VIOLATION 1: TO WIT: ON 12/01/2017, LIQUOR LICENSEE FAILED TO HAVE A KEY-EMPLOYEE ON THE PREMISES WHILE THE BUSINESS WAS OPEN AND ALCOHOLIC BEVERAGES WERE AVAILABLE FOR SERVICE. ($500)

VIOLATION 2: TO WIT: ON 12/01/2017, LIQUOR LICENSEE FAILED TO MAINTAIN AN ACCURATE, LEGIBLE AND VERIFIABLE SIGN-IN LOG, LISTING ALL MEMBERS AND THEIR GUESTS. BUSINESS WAS OPEN AND OPERATING. ($500)

VIOLATION 3: TO WIT: ON 11/18/017, 11/24/2017, LIQUOR LICENSEE FAILED TO ENSURE COOPERATION WITH LVMPD OFFICERS DURING LAWFUL INVESTIGATIONS INTO A VIOLENT CRIME. LVMC 6.50.010 REQUIRES COOPERATION WITH OFFICERS OF THE DEPARTMENT AND THE LVMPD WHILE OFFICERS ARE EXERCISING LAWFUL DUTIES. ($500)

☐ **COMPLIANCE ACHIEVED – NO FURTHER ACTION.** ■ **VIOLATION (S) FOUND, IMMEDIATE COMPLIANCE IS REQUIRED.**

☐ **VIOLATION (S) FOUND, MUST CORRECT VIOLATIONS BY:** ____

☐ Pursuant to LVMC 6.02.020, Re-inspection Fee Due: ☐ $99.00 ☐ $132.00

■ Pursuant to LVMC 6.02.460, Civil Fine (s) Due: ☐$250.00 ☐$500.00 ☐$750.00 ☐$1,000.00 ☐$1,250.00 ■$1,500.00 ☐$1,750.00 ☐$2,000.00 ☐$2,500.00

UNDER THE PENALTY OF PERJURY, I CERTIFY THAT I HAVE REASONABLE GROUNDS / PROBABLE CAUSE TO BELIEVE AND DO BELIEVE THAT ABOVE NAMED PERSON (S) / ENTITY COMMITTED THE ABOVE LISTED OFFENSE (S) CONTRARY TO LAW, IF APPLICABLE.

OFFICER PRINTED NAME: R. BLACK ID # 987627 OFFICER SIGNATURE: RBlack

OFFICER PHONE NUMBER: 702-229-5380 OFFICER E-MAIL: RBLACK@LASVEGASNEVADA.GOV

WITHOUT ADMITTING TO HAVING COMMITTED THE ABOVE DESCRIBED OFFENSE (S), I HEREBY ACKNOWLEDGE THIS NOTICE AS OFFICIAL SERVICE FROM THE CITY OF LAS VEGAS AND PROMISE TO RESPOND AS DIRECTED AND TO CORRECT ALL DESCRIBED VIOLATIONS BY THE REQUIRED DATES, IF APPLICABLE. I UNDERSTAND FAILURE TO COMPLY WILL RESULT IN ADVERSE ACTION.

RECIPIENT PRINTED NAME: GEORGE SIMS RECIPIENT SIGNATURE: [signature] ☐ REFUSAL

RECIPIENT DATE OF BIRTH [redacted] ID #: 4300047881 ID STATE: NV PHONE #: [redacted]

Method of Service: ■ Hand Delivered ☐ Certified Mail ☐ Posted ■ E-Mail: POWERLYNBZ@YAHOO.COM

SEE REVERSE SIDE FOR ADDITIONAL INSTRUCTIONS & INFORMATION

☐ COURTESY NOTICE ■ CORRECTION NOTICE ☐ NOTICE OF VIOLATION

City of Las Vegas Department of Planning
Business Licensing Division – Compliance & Enforcement Section BLE 466725

DBA: ELKS PARAN LODGE 1508 License Number(s): L28-00007; L13-00005 ☐ UNLICENSED

Location: 600 WEST OWENS AVENUE Suite ____ Las Vegas, NV, 89106 Inspection Number: 163935

Inspection Date: 12/01/2017 Time: 2145 Issue Date: 12/28/2017 Time: 1500 Multiple Violation Dates: ■Yes ☐No

Mailing Address: S/A E-Mail : POWERLYNBZ@YAHOO.COM

State Business Registration / Entity: ELKS LODGE NO. 1508, I.B.P.O.E. OF W. INC. NV19961081854 ■Active ☐Expired ☐Revoked ☐Default ☐None

Responsible Parties: ☐Owner ■Key-Employee ☐Employee ☐Sole Proprietor ☐LLC ■Corporation ☐Other: ____

Name: GEORGE SIMS DOB [redacted] ID #: ____ ID Type: ____

Name: CHARLES BARBER DOB [redacted] ID #: ____ ID Type: ____

Name: ____ DOB: ____ ID #: ____ ID Type: ____

Las Vegas Municipal Code Reference:

- ☐ 6.02.060(A)(1) Conducting unlicensed business activity
- ☐ 6.02.060(A)(2) Allow/permit another to conduct unlicensed business activity
- ☐ 6.02.060(A)(3) Conducting unlicensed business activity for another
- ☐ 6.02.060(C) Violation of permanent license conditions
- ☐ 6.02.070(B) Violation of temporary license conditions
- ☐ 6.02.125 Failure to acquire health card and/or health permit from SNHD
- ☐ 6.02.250(B) Failure to pay delinquent business license fees
- ☐ 6.02.270 Failure to prominently display business license
- ☐ 6.02.290 Failure to report a change of ownership
- ☐ 6.02.300 Failure to report a change of location
- ☐ 6.02.310 Failure to report a change of business name
- ☐ 6.02.320(A) Failure to report changes – general license
- ☐ 6.02.370(A)(3) No valid State Business Registration NRS 76.100
- ☐ 6.02.370(A)(3) Unlawful drug paraphernalia sale/display/store NRS 453.560
- ■ 6.02.370(A)(3) Employer alcohol awareness card violation NRS 369.630
- ☐ 6.02.370(A)(3) Violation of State law ____
- ☐ 6.06.053 Violation of temporary privileged license conditions
- ☐ 6.06.190 Failure to require suitability of employee/principal
- ☐ 6.06.195 Unlawful to pay taxicab drivers for delivering passengers
- ☐ 6.06.200 Failure to report changes – privileged license
- ☐ 6.50.010 Failure to cooperate with Department or Metro investigation
- ☐ 6.50.280 Unlawful consumption, advertising, display or sales of alcohol
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- ■ 6.50.410(A) Alcohol licensee – work card violation
- ■ 6.50.410(B) Alcohol licensee – employee list violation
- ☐ 6.50.440(A-C) Alcohol employee – work card violation
- ☐ 6.50.450(E) Unlawfully selling alcoholic beverages (manner not authorized)
- ☐ 6.50.455(A) Unlawful storage of alcohol at a commercial location
- ☐ 6.50.530 Unlawful to violate conditions of alcoholic beverage license
- ☐ 6.80A.020 Failure to obtain a Temporary Merchant Permit
- ■ 6.86.030 Work card violation (fail to require or fail to maintain)
- ■ 6.86.180(A) Failure to maintain and make available a complete employee list
- ☐ 9.04.030 - Permit or maintain a public nuisance
- ☐ 9.04.030 - 19.12.010 Land Use Table violation
- ☐ 9.04.030 - 19.12.050(B) Special Use Permit violation
- ☐ 9.04.030 - 19.16.160 Failure to obtain Temporary Commercial Permit
- ☐ 9.04.030 - 19.16.180(G) Home Occupation Permit violation
- ☐ 12.02.020(A) Failure to obtain a Special Event Permit
- ☐ 12.02.020(B) Operating in violation of, or contrary to Special Event Permit
- ■ Other: 6.50.150 - NONPROFIT CLUB GENERAL ON-SALE REQUIREMENTS

Description of Violation (s):

ALL PERSONS REQUIRED TO HAVE WORK CARDS, HEALTH CARDS, AND/OR ALCOHOL AWARENESS CARDS MUST HAVE SUCH CARDS IN THEIR POSSESSION AT ALL TIMES THAT THEY ARE WORKING. BARTENDERS ARE REQUIRED TO HAVE WORK CARDS, HEALTH CARDS, AND ALCOHOL AWARENESS CARDS, SECURITY PERSONNEL ARE REQUIRED TO HAVE WORK CARDS (OR PILB CARDS), AND ALCOHOL AWARENESS CARDS.

EMPLOYEE LISTING MUST BE CURRENT, ACCURATE, AND AVAILABLE. EMPLOYEE LIST MAY BE PRINTED ON CLV WEBSITE. HARD COPY PROVIDED TO LICENSEE DURING CHECK.

BUSINESS SHALL NOT BE OPEN TO THE PUBLIC. ONLY MEMBERS AND THEIR GUESTS SHALL BE ON THE PREMISES.

☐ **COMPLIANCE ACHIEVED – NO FURTHER ACTION.** ☐ **VIOLATION (S) FOUND, IMMEDIATE COMPLIANCE IS REQUIRED.**

■ **VIOLATION (S) FOUND, MUST CORRECT VIOLATIONS BY:** 01/03/2018

☐ Pursuant to LVMC 6.02.020, Re-inspection Fee Due: ☐ $99.00 ☐ $132.00

☐ Pursuant to LVMC 6.02.460, Civil Fine (s) Due: ☐$250.00 ☐$500.00 ☐$750.00 ☐$1,000.00 ☐$1,250.00 ☐$1,500.00 ☐$1,750.00 ☐$2,000.00 ☐$2,500.00

UNDER THE PENALTY OF PERJURY, I CERTIFY THAT I HAVE REASONABLE GROUNDS / PROBABLE CAUSE TO BELIEVE AND DO BELIEVE THAT ABOVE NAMED PERSON (S) / ENTITY COMMITTED THE ABOVE LISTED OFFENSE (S) CONTRARY TO LAW, IF APPLICABLE.

OFFICER PRINTED NAME: R. BLACK ID # 987627 OFFICER SIGNATURE: RBlack

OFFICER PHONE NUMBER: 702-229-5380 OFFICER E-MAIL: RBLACK@LASVEGASNEVADA.GOV

WITHOUT ADMITTING TO HAVING COMMITTED THE ABOVE DESCRIBED OFFENSE (S), I HEREBY ACKNOWLEDGE THIS NOTICE AS OFFICIAL SERVICE FROM THE CITY OF LAS VEGAS AND PROMISE TO RESPOND AS DIRECTED AND TO CORRECT ALL DESCRIBED VIOLATIONS BY THE REQUIRED DATES, IF APPLICABLE. I UNDERSTAND FAILURE TO COMPLY WILL RESULT IN ADVERSE ACTION.

RECIPIENT PRINTED NAME: GEORGE SIMS RECIPIENT SIGNATURE: [signature] ☐ REFUSAL

RECIPIENT DATE OF BIRTH [redacted] ID #: 4300047881 ID STATE: NV DL PHONE #: [redacted]

Method of Service: ■ Hand Delivered ☐ Certified Mail ☐ Posted ■ E-Mail: POWERLYNBZ@YAHOO.COM

SEE REVERSE SIDE FOR ADDITIONAL INSTRUCTIONS & INFORMATION

EXHIBIT D

☐ COURTESY NOTICE ☐ CORRECTION NOTICE ■ NOTICE OF VIOLATION

City of Las Vegas Department of Planning
Business Licensing Division – Compliance & Enforcement Section BLE 466725

DBA: ELKS PARAN LODGE 1508 License Number(s): L28-00007; L13-00005 ☐ UNLICENSED

Location: 600 WEST OWENS AVENUE Suite ____ Las Vegas, NV, 89106 Inspection Number: 166772

Inspection Date: 12/22/2017 Time: 2340 Issue Date: 12/28/2017 Time: 1500 Multiple Violation Dates: ■Yes ☐No

Mailing Address: S/A E-Mail : POWERLYNBZ@YAHOO.COM

State Business Registration / Entity: ELKS LODGE NO. 1508, I.B.P.O.E. OF W. INC. NV19961081854 ■Active ☐Expired ☐Revoked ☐Default ☐None

Responsible Parties: ☐Owner ■Key-Employee ☐Employee ☐Sole Proprietor ☐LLC ■Corporation ☐Other: ____

Name: GEORGE SIMS DOB: [redacted] ID #: ____ ID Type: ____

Name: CHARLES BARBER DOB: [redacted] ID #: ____ ID Type: ____

Name: ____ DOB: ____ ID #: ____ ID Type: ____

Las Vegas Municipal Code Reference:

- ☐ 6.02.060(A)(1) Conducting unlicensed business activity
- ☐ 6.02.060(A)(2) Allow/permit another to conduct unlicensed business activity
- ☐ 6.02.060(A)(3) Conducting unlicensed business activity for another
- ☐ 6.02.060(C) Violation of permanent license conditions
- ☐ 6.02.070(B) Violation of temporary license conditions
- ☐ 6.02.125 Failure to acquire health card and/or health permit from SNHD
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- ☐ 6.02.270 Failure to prominently display business license
- ☐ 6.02.290 Failure to report a change of ownership
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- ☐ 6.02.370(A)(3) Unlawful drug paraphernalia sale/display/store NRS 453.560
- ☐ 6.02.370(A)(3) Employer alcohol awareness card violation NRS 369.630
- ☐ 6.02.370(A)(3) Violation of State law ____
- ☐ 6.06.053 Violation of temporary privileged license conditions
- ☐ 6.06.190 Failure to require suitability of employee/principal
- ☐ 6.06.195 Unlawful to pay taxicab drivers for delivering passengers
- ☐ 6.06.200 Failure to report changes – privileged license
- ■ 6.50.010 Failure to cooperate with Department or Metro investigation
- ☐ 6.50.280 Unlawful consumption, advertising, display or sales of alcohol
- ☐ 6.50.310 Failure to post required signage at all entrances/exits/sales counters
- ☐ 6.50.410(A) Alcohol licensee – work card violation
- ☐ 6.50.410(B) Alcohol licensee – employee list violation
- ☐ 6.50.440(A-C) Alcohol employee – work card violation
- ☐ 6.50.450(E) Unlawfully selling alcoholic beverages (manner not authorized)
- ☐ 6.50.455(A) Unlawful storage of alcohol at a commercial location
- ☐ 6.50.530 Unlawful to violate conditions of alcoholic beverage license
- ☐ 6.80A.020 Failure to obtain a Temporary Merchant Permit
- ☐ 6.86.030 Work card violation (fail to require or fail to maintain)
- ☐ 6.86.180(A) Failure to maintain and make available a complete employee list
- ☐ 9.04.030 - Permit or maintain a public nuisance
- ☐ 9.04.030 - 19.12.010 Land Use Table violation
- ☐ 9.04.030 - 19.12.050(B) Special Use Permit violation
- ☐ 9.04.030 - 19.16.160 Failure to obtain Temporary Commercial Permit
- ☐ 9.04.030 - 19.16.180(G) Home Occupation Permit violation
- ☐ 12.02.020(A) Failure to obtain a Special Event Permit
- ☐ 12.02.020(B) Operating in violation of, or contrary to Special Event Permit
- ■ Other: 6.50.150 - NO KEY-EMPLOYEE ON PREMISES

Description of Violation (s):

VIOLATION 1: TO WIT: ON 12/22/2017, LIQUOR LICENSEE FAILED TO HAVE A KEY-EMPLOYEE ON THE PREMISES WHILE THE BUSINESS WAS OPEN AND ALCOHOLIC BEVERAGES WERE AVAILABLE FOR SERVICE. ($500)

VIOLATION 2: TO WIT: ON 12/22/2017, LIQUOR LICENSEE FAILED TO ENSURE COOPERATION WITH LVMPD OFFICERS DURING A LAWFUL INVESTIGATION INTO A VIOLENT CRIME OCCURRING ON THE PROPERTY. LVMC 6.50.010 REQUIRES COOPERATION WITH OFFICERS OF THE DEPARTMENT AND THE LVMPD WHILE OFFICERS ARE EXERCISING LAWFUL DUTIES. ($500)

☐ COMPLIANCE ACHIEVED – NO FURTHER ACTION. ■ VIOLATION (S) FOUND, IMMEDIATE COMPLIANCE IS REQUIRED.
☐ VIOLATION (S) FOUND, MUST CORRECT VIOLATIONS BY: ____

■ Pursuant to LVMC 6.02.020, Re-inspection Fee Due: ■ $99.00 ☐ $132.00

■ Pursuant to LVMC 6.02.460, Civil Fine (s) Due: ☐$250.00 ☐$500.00 ☐$750.00 ■$1,000.00 ☐$1,250.00 ☐$1,500.00 ☐$1,750.00 ☐$2,000.00 ☐$2,500.00

UNDER THE PENALTY OF PERJURY, I CERTIFY THAT I HAVE REASONABLE GROUNDS / PROBABLE CAUSE TO BELIEVE AND DO BELIEVE THAT ABOVE NAMED PERSON (S) / ENTITY COMMITTED THE ABOVE LISTED OFFENSE (S) CONTRARY TO LAW, IF APPLICABLE.

OFFICER PRINTED NAME: R. BLACK ID # 987627 OFFICER SIGNATURE: RBlack

OFFICER PHONE NUMBER: 702-229-5380 OFFICER E-MAIL: RBLACK @LASVEGASNEVADA.GOV

WITHOUT ADMITTING TO HAVING COMMITTED THE ABOVE DESCRIBED OFFENSE (S), I HEREBY ACKNOWLEDGE THIS NOTICE AS OFFICIAL SERVICE FROM THE CITY OF LAS VEGAS AND PROMISE TO RESPOND AS DIRECTED AND TO CORRECT ALL DESCRIBED VIOLATIONS BY THE REQUIRED DATES, IF APPLICABLE. I UNDERSTAND FAILURE TO COMPLY WILL RESULT IN ADVERSE ACTION.

RECIPIENT PRINTED NAME: GEORGE SIMS RECIPIENT SIGNATURE: [signature] ☐ REFUSAL

RECIPIENT DATE OF BIRTH: [redacted] ID #: 4300047881 ID STATE: NV DL PHONE #: [redacted]

Method of Service: ■ Hand Delivered ☐ Certified Mail ☐ Posted ■ E-Mail: POWERLYNBZ@YAHOO.COM

SEE REVERSE SIDE FOR ADDITIONAL INSTRUCTIONS & INFORMATION

EXHIBIT E

PARAN ELKS LODGE # 1508
600 WEST OWENS AVENUE
LAS Vegas, NV 89106

January 10, 2018

Mr. Ryan Black
Senior License Officer
Planning/Business Licensing Enforcement
City of Las Vegas
333 North Rancho Drive
Las Vegas, NV 89106

Hello Mr. Black,

This is in reference to BLE-466725 RE: Elks Paran Lodge located @ 600 W. Owens Avenue, Las Vegas Nevada 89106. Notice of violations re: December 1, 2017 Inspection which we did not receive a copy till December 28, 2017.

On January 3, 2018, the following were submitted to your office, as Travis Torgerson is in receipt of the documents, to wit:

- Employee List
- Copies of Employees' Cards
- Sign-In Log
- Statement of our contracted security guards (alleged/violation (non-cooperation)
- Statement of our IT guys-Camera Footage
- 2 Check payments in the amount of $500.0 each (No key employee present during inspection)

As you notice, on the copies of our employees cards (alcohol awareness, food handler, gaming & non-gaming), they are complete and updated. If we did have an employee working during you inspection that his/or her work card/alcohol awareness card not in their possession, we assure you that they do have it and we made a copy submitted to you for your file and as our compliance.

We have Sign-In Log every day and every night. Like what I emailed you before, we operate as non-profit and it is managed by members. The members are also the customers and they bring with them guests as customers. We verify their ID's and have them sign the Sig-In Log. We wanted to be compliant to your requirement, our logs are available whenever you need them.

Regarding the December 22, 2017, as I mentioned in my first paragraph, we did not received a copy of the notice of violation until the 28th of December 2017. And you cited in the Notice of Violation Inspection date December 22, 2017 about a no Key Employee present. First of all, if we should have copy of the December 01, 2017 inspection notice of violation, we could of have presented one of our Key employee who was present on December 22, 2017 Inspection. His name and signature is in the log dated December 22, 2017. Attached here is a copy of his card as key employee, Joe Neal Jr.

Further, we are in the process of processing and furnishing paper works and docs necessary for additional key employee. For Aaron Milton as additional Key Employee application, he already secured a February 1st, 2018 appointment. Rest assured, that when they come submit the docs, we are in compliance. Herewith the names of the additional key employee applicants to wit;

Erica Jenkins
Laura Aguirre
Charolette Robison

Likewise, Notice of Violation dated December 01, 2017, there is a mention of Dates 11/18/2017 and 11/24/2017, to wit; "violation 3...liquor licensee failed to ensure cooperation with LVMPD officers during lawful investigations into a violent crime". Did you send us communication or notice that our establishment employees failed or did not cooperate with the investigators on that said date, 11/18 and 24/2017? We are not aware that we are in violation of LVMC 6.50.010, we did not receive paper works for that matter, so how do we know we are in violations.

We hopefully consider that the payment we made on January 3, 2018 will suffice your requirement to correct the violation. And we believe we did. As for the other fines, considering our position, we operate non-profit. We give donations to the sick or distress members of our community, donate funeral assistance, education fund to eligible dependents of our members, has our place use for re-pass of members who recently died and so on.

We hope that the notice of violation on December 22, 2017 Fines, will be taken care of by your department for we believed that it's a reiteration of December 01, 2017 Notice of violation

Thank you Very much.

Charles R. Barber
President
Paran Elks Lodge # 1508
600 W. Owens Ave
Las Vegas, NV 89106

CC The City Council
The Sheriff department Las Vegas Metropolitan Police Department
a) Detective T. Humhprey
b) Detective S. Meyer

EXHIBIT F

☐ COURTESY NOTICE ☐ CORRECTION NOTICE ■ NOTICE OF VIOLATION

City of Las Vegas Department of Planning
Business Licensing Division – Compliance & Enforcement Section BLE 466725

DBA: ELKS PARAN LODGE 1508 License Number(s): L28-00007; L13-00005 ☐ UNLICENSED

Location: 600 WEST OWENS AVENUE Suite ____ Las Vegas, NV, 89106 Inspection Number: 166583

Inspection Date: 02/02/2018 Time: 2205 Issue Date: 02/06/2018 Time: 1026 Multiple Violation Dates: ■Yes ☐No

Mailing Address: S/A E-Mail: POWERLYNBZ@YAHOO.COM

State Business Registration / Entity: ELKS LODGE NO. 1508, I.B.P.O.E. OF W. INC. NV19961081854 ■Active ☐Expired ☐Revoked ☐Default ☐None

Responsible Parties: ☐Owner ■Key-Employee ☐Employee ☐Sole Proprietor ☐LLC ■Corporation ☐Other: ____

Name: GEORGE SIMS DOB [redacted] ID #: ____ ID Type: ____

Name: CHARLES BARBER DOB [redacted] ID #: ____ ID Type: ____

Name: ____ DOB: ____ ID #: ____ ID Type: ____

Las Vegas Municipal Code Reference:

- ☐ 6.02.060(A)(1) Conducting unlicensed business activity
- ☐ 6.02.060(A)(2) Allow/permit another to conduct unlicensed business activity
- ☐ 6.02.060(A)(3) Conducting unlicensed business activity for another
- ☐ 6.02.060(C) Violation of permanent license conditions
- ☐ 6.02.070(B) Violation of temporary license conditions
- ☐ 6.02.125 Failure to acquire health card and/or health permit from SNHD
- ☐ 6.02.250(B) Failure to pay delinquent business license fees
- ☐ 6.02.270 Failure to prominently display business license
- ☐ 6.02.290 Failure to report a change of ownership
- ☐ 6.02.300 Failure to report a change of location
- ☐ 6.02.310 Failure to report a change of business name
- ☐ 6.02.320(A) Failure to report changes – general license
- ☐ 6.02.370(A)(3) No valid State Business Registration NRS 76.100
- ☐ 6.02.370(A)(3) Unlawful drug paraphernalia sale/display/store NRS 453.560
- ■ 6.02.370(A)(3) Employer alcohol awareness card violation NRS 369.630
- ☐ 6.02.370(A)(3) Violation of State law ____
- ☐ 6.06.053 Violation of temporary privileged license conditions
- ☐ 6.06.190 Failure to require suitability of employee/principal
- ☐ 6.06.195 Unlawful to pay taxicab drivers for delivering passengers
- ☐ 6.06.200 Failure to report changes – privileged license
- ☐ 6.50.010 Failure to cooperate with Department or Metro investigation
- ☐ 6.50.280 Unlawful consumption, advertising, display or sales of alcohol
- ☐ 6.50.310 Failure to post required signage at all entrances/exits/sales counters
- ☐ 6.50.410(A) Alcohol licensee – work card violation
- ■ 6.50.410(B) Alcohol licensee employee list violation
- ☐ 6.50.440(A-C) Alcohol employee – work card violation
- ☐ 6.50.450(E) Unlawfully selling alcoholic beverages (manner not authorized)
- ☐ 6.50.455(A) Unlawful storage of alcohol at a commercial location
- ☐ 6.50.530 Unlawful to violate conditions of alcoholic beverage license
- ☐ 6.80A.020 Failure to obtain a Temporary Merchant Permit
- ☐ 6.86.030 Work card violation (fail to require or fail to maintain)
- ☐ 6.86.180(A) Failure to maintain and make available a complete employee list
- ☐ 9.04.030 - Permit or maintain a public nuisance
- ☐ 9.04.030 - 19.12.010 Land Use Table violation
- ☐ 9.04.030 - 19.12.050(B) Special Use Permit violation
- ☐ 9.04.030 - 19.16.160 Failure to obtain Temporary Commercial Permit
- ☐ 9.04.030 - 19.16.180(G) Home Occupation Permit violation
- ☐ 12.02.020(A) Failure to obtain a Special Event Permit
- ☐ 12.02.020(B) Operating in violation of, or contrary to Special Event Permit
- ■ Other 6.50.150 - SIGN-IN LOG VIOLATION

Description of Violation (s):

VIOLATION 1: TO WIT: ON 02/02/2018, LIQUOR LICENSEE FAILED TO HAVE A CURRENT AND ACCURATE EMPLOYEE LIST ON THE PREMISES. AVAILABLE EMPLOYEE LIST DID NOT INCLUDE ANY OF THE SECURITY STAFF AS REQUIRED. ($500)

VIOLATION 2: TO WIT: ON 02/02/2018, LIQUOR LICENSEE FAILED TO MAINTAIN AN ACCURATE, LEGIBLE AND VERIFIABLE SIGN-IN LOG, LISTING ALL MEMBERS AND THEIR GUESTS. BUSINESS WAS OPEN AND OPERATING. ($500)

VIOLATION 3: TO WIT: 02/02/2018, LIQUOR LICENSEE FAILED TO REQUIRE A PERSON ACTING IN THE ROLE OF SECURITY TO HAVE A STATE APPROVED ALCOHOL AWARENESS CARD IN HIS/HER POSSESSION. NO FINE ASSESSED. ALL SECURITY STAFF MUST HAVE VALID ALCOHOL AWARENESS CARDS IN THEIR POSSESSION.

☐ **COMPLIANCE ACHIEVED – NO FURTHER ACTION.** ■ **VIOLATION (S) FOUND, IMMEDIATE COMPLIANCE IS REQUIRED.**

☐ **VIOLATION (S) FOUND, MUST CORRECT VIOLATIONS BY:** ____

■ Pursuant to LVMC 6.02.020, Re-inspection Fee Due: ☐ $99.00 ■ $132.00

■ Pursuant to LVMC 6.02.460, Civil Fine (s) Due: ☐$250.00 ☐$500.00 ☐$750.00 ■$1,000.00 ☐$1,250.00 ☐$1,500.00 ☐$1,750.00 ☐$2,000.00 ☐$2,500.00

UNDER THE PENALTY OF PERJURY, I CERTIFY THAT I HAVE REASONABLE GROUNDS / PROBABLE CAUSE TO BELIEVE AND DO BELIEVE THAT ABOVE NAMED PERSON (S) / ENTITY COMMITTED THE ABOVE LISTED OFFENSE (S) CONTRARY TO LAW, IF APPLICABLE.

OFFICER PRINTED NAME: R. BLACK ID # 987627 OFFICER SIGNATURE: RBlack

OFFICER PHONE NUMBER: 702-229-5380 OFFICER E-MAIL: RBLACK @LASVEGASNEVADA.GOV

WITHOUT ADMITTING TO HAVING COMMITTED THE ABOVE DESCRIBED OFFENSE (S), I HEREBY ACKNOWLEDGE THIS NOTICE AS OFFICIAL SERVICE FROM THE CITY OF LAS VEGAS AND PROMISE TO RESPOND AS DIRECTED AND TO CORRECT ALL DESCRIBED VIOLATIONS BY THE REQUIRED DATES, IF APPLICABLE. I UNDERSTAND FAILURE TO COMPLY WILL RESULT IN ADVERSE ACTION.

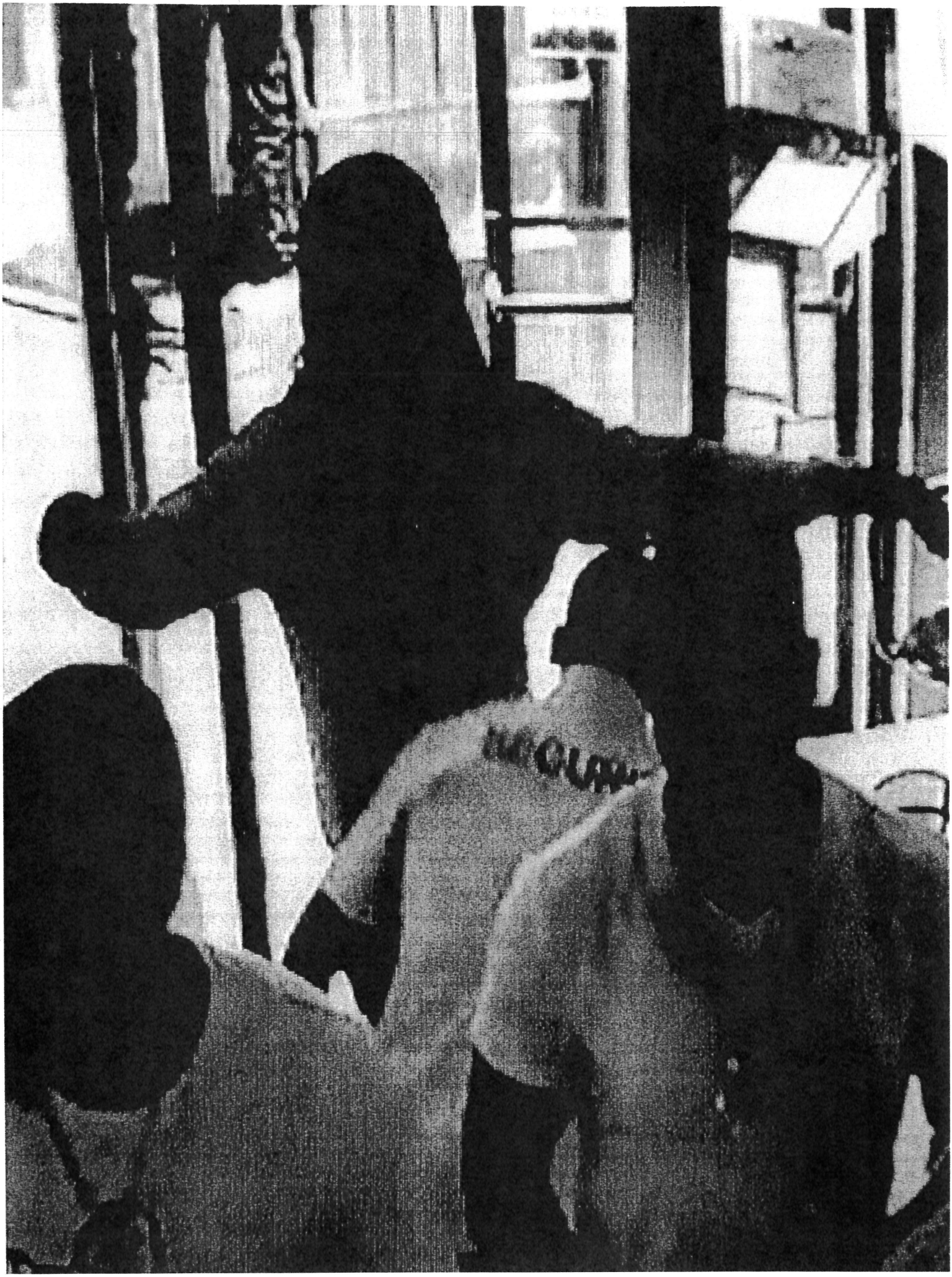
RECIPIENT PRINTED NAME: GEORGE SIMS RECIPIENT SIGNATURE: [signature] ☐ REFUSAL

RECIPIENT DATE OF BIRTH [redacted] ID #: 4300047881 ID STATE: NV DL PHONE # [redacted]

Method of Service: ■ Hand Delivered ☐ Certified Mail ☐ Posted ■ E-Mail: POWERLYNBZ@YAHOO.COM

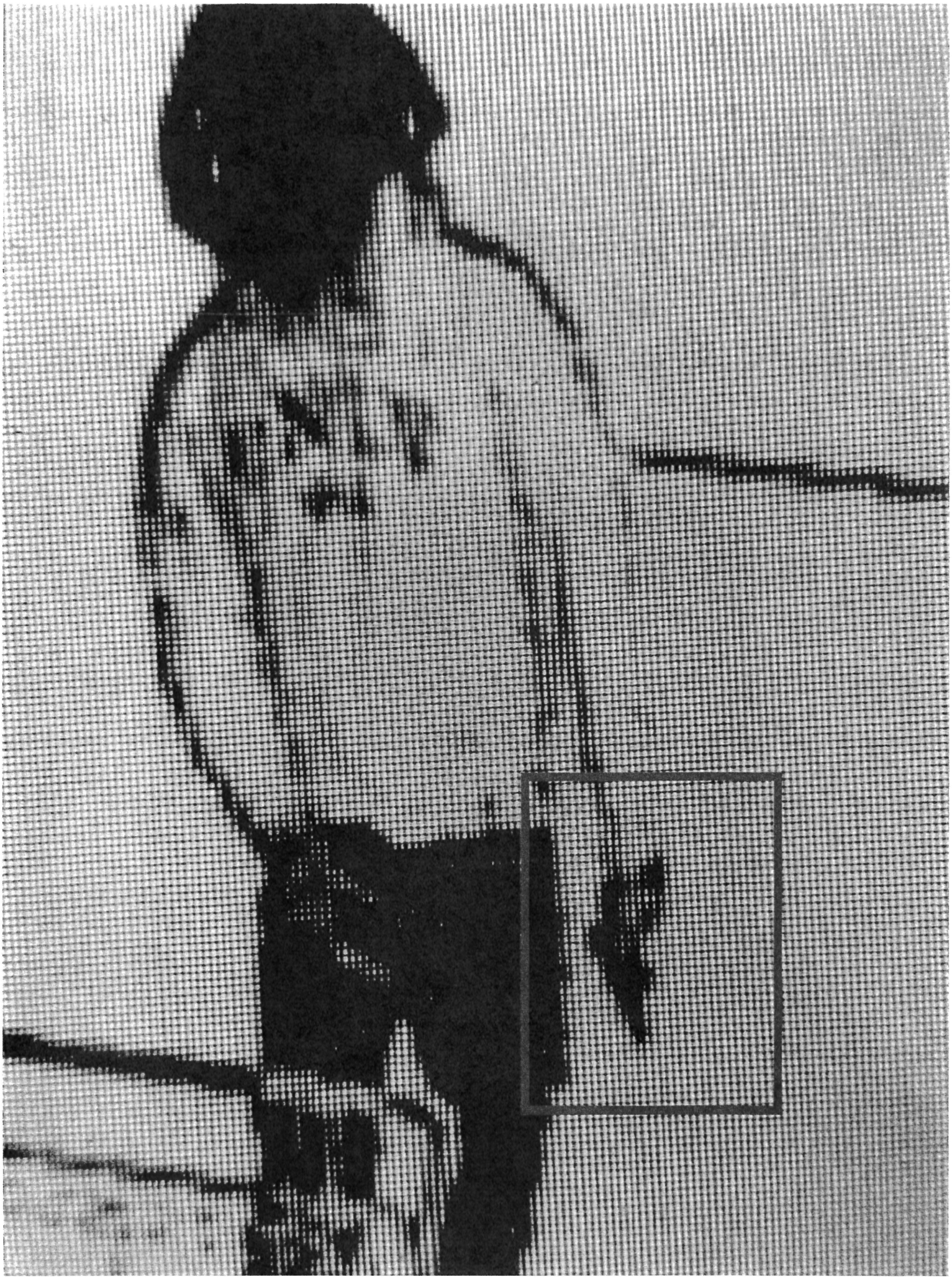
SEE REVERSE SIDE FOR ADDITIONAL INSTRUCTIONS & INFORMATION

EXHIBIT G









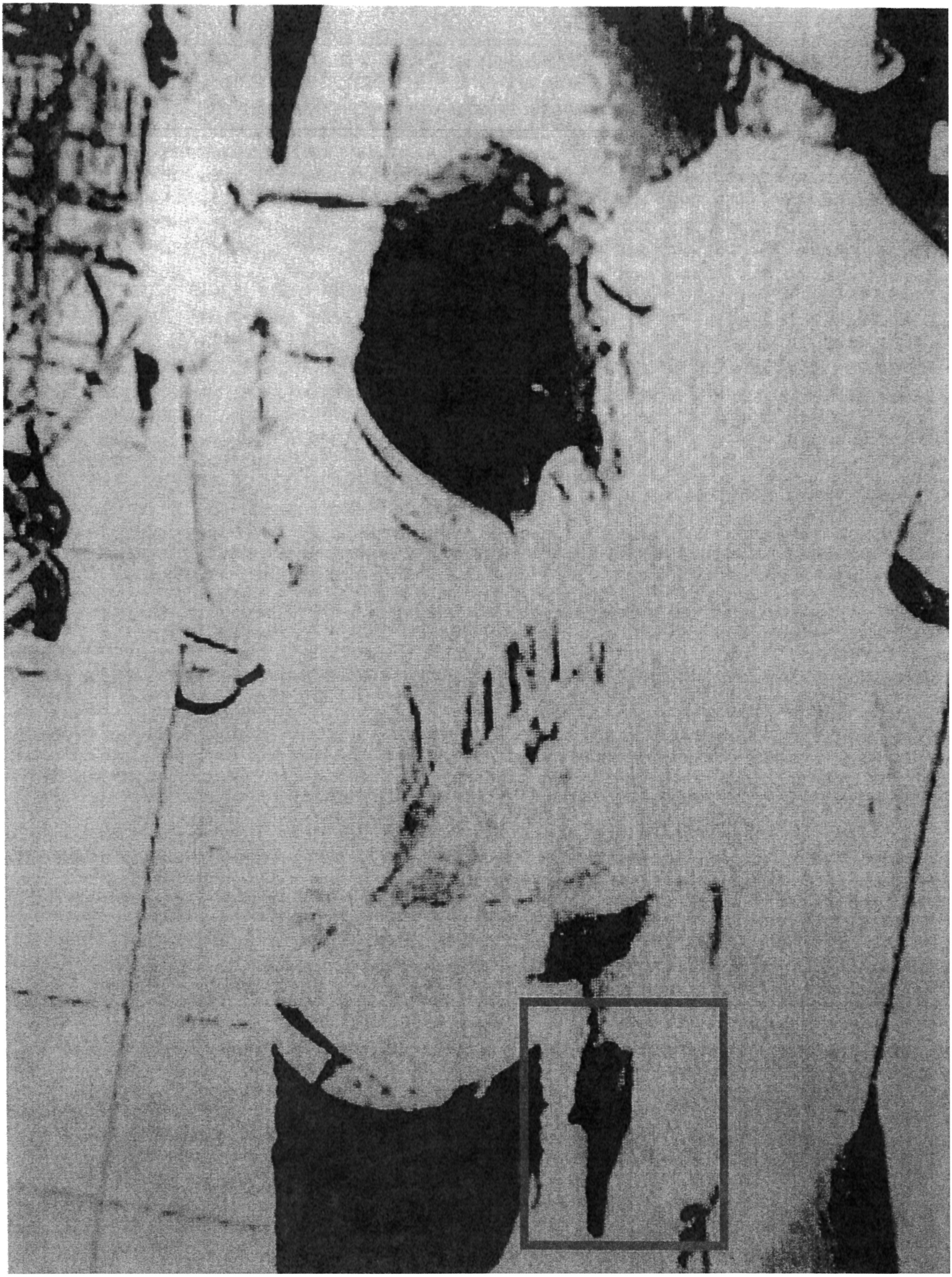




EXHIBIT H

April 24, 2018

City of Las Vegas, Business Licensing Division
Attn: Mary McElhone, Deputy Planning Director
333 North Rancho Drive, 6th Floor
Las Vegas, NV 89106

RE: Request for Action – City of Las Vegas Business Licensing Division
Elks Lodge #1508 I.B.P.O.E. of W. INC. dba Elks Paran Lodge 1508
600 West Owens, Las Vegas, NV 89106 (Ward 5)

Licenses
Non-Profit Club – Liquor
Banquet Facility – Liquor
Amusement Machines
Automated Teller Machine
Restricted Gaming

Ownership

Charles Barber	President/Director
Thomas Reynolds	Secretary
Oswald Williams	Treasurer

Key-Employees
George Sims DOB [redacted]
Milton Aaron DOB [redacted] (Application Pending)

Deputy Director McElhone,

The Elks Lodge #1508, I.B.P.O.E of W. INC. doing business as (DBA) Elks Paran Lodge 1508, located at 600 West Owens, Las Vegas, NV 89106, has had a surge of violent crimes inside of the business or in the parking lot of the business. These violent crimes have all been directly related to the business and their patrons. Even after multiple meetings and outreach efforts there is a complete lack of cooperation by management and key-employees to assist police officers in the areas of voluntary compliance and cooperation. The owners of the business are enabling these violent crimes to occur by turning a blind eye to the City of Las Vegas municipal liquor codes.

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In order to maintain a license as a Non-Profit General On-Sale, the business is supposed to operate as a private club, for members and their guests only. According to the City of Las Vegas liquor laws, they are not allowed to be open to the public, or operating as a tavern. It has been apparent for some time, that the business disregards these laws. The question raised during the enforcement of City of Las Vegas liquor codes is the validity of the Non-Profit status of the business and who actually profits from the liquor sales and gaming that occurs on the property.

LVMPD has devoted numerous investigative hours into these violent crimes and in educating the owners, key-employees, and managers of the business on how to run a compliant and safe operation. These efforts have been unsuccessful which has resulted in violent crimes continuing to occur at this location.

EXECUTIVE SUMMARY

Event #170820-0341 On August 20, 2017, patrol officers were dispatched to Valley Hospital regarding a woman who was at the hospital claiming she had been stabbed in the head. Further investigation revealed that the woman was stabbed in the head during a fight earlier in the night at the Elks Paran Lodge. The stabbing victim stated that after the fight, while leaving, there were also several gunshots that came from the door area of the Elks Paran Lodge. When officers later attempted to obtain video from Elks Paran Lodge they were denied. The Elks Lodge stated that nobody was available to provide it. The officers did find a vehicle with blood smeared on it near the entrance of the business, and a blood trail on the ground. The business was open during the time of the incident with security on site, but there was no call from the business to the police department.

Event #171027-2300 On October 27, 2017, Patrol officers were dispatched to the business for a robbery in progress. Investigation revealed that a female was sitting inside of a vehicle in the parking lot of the Elks Paran Lodge when a vehicle approached with two occupants. One of the occupants exited the vehicle and pointed a black handgun at the female victim. The suspect then yelled at the victim, "I'll pop your bitch ass, I'll kill you." The victim remained sitting inside of her vehicle. The suspect then broke the window of the victim's vehicle, and took items of personal property from the other side of the vehicle, which had an open window. The suspects fled in the vehicle they arrived in, and were later arrested. The business was open during the time of the incident but there was no call from the business about the robbery to the police department.

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Event #171118-0183 On November 18, 2017, patrol officers were dispatched to the business for an assault/battery with a gun call at the business. The preliminary investigation revealed multiple shooters discharged firearms in the parking lot and multiple vehicles were struck by gun fire. Upon officer's arrival, they found a male laying on the ground with a gunshot wound to the neck. One vehicle had also crashed across the street while fleeing the scene. In all, 49 shell casings were recovered at the scene. During the course of the investigation, detectives met with Al Richards Jr., who claimed he was security for the property. Detectives requested video footage, but Richards refused and locked the door to the video equipment room to keep detectives from viewing the video. Detectives were forced to obtain a search warrant to obtain the video. Further investigation into this incident resulted in it being updated to an attempt murder investigation. A subject later arrived at the business, who claimed to be the owner, and told officers they would not need a warrant and could access or seize anything they needed. Again, the business was open, but did not contact the police about the shooting.

Event #171124-3983 On November 24, 2017, an LVMPD detective was conducting follow up for the attempt murder investigation that occurred on November 18th. While examining vehicles in the parking lot, the detective was approached by security officer Al Richards Jr. Richards asked the detective if he had "probable cause to be on property." The detective told him he did not need probable cause to be in the parking lot as he was conducting an investigation. Richards told the detective the business did not want to see police on property. The detective told Richards he would leave and Richards claimed he would contact LVMPD Sgt. Whitley about police being on the property without probable cause.

Event #171201-3948 On December 01, 2017, LVMPD Special Investigations Section (SIS) detectives conducted a site check of the business with City of Las Vegas Business Licensing and State of Nevada Private Investigators Board (PILB). During the site check, contact was made with Al Richards Jr. Richards attempted to block the entry to the business so detectives, business licensing, and PILB could not enter. Richards was advised of his duties as security and reminded the business holds privileged liquor licenses and is subject to inspection of the business. Richards was further advised that employees must cooperate. Contact was made with manager Martin Jefferson and key-employee George Sims. Multiple violations were observed during the site check which were noted by City of Las Vegas Business Licensing. These violations included:

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- Failing to Cooperate
- No-Key Employee On Site
- Log Not Legible or Verifiable
- No Employee List
- Work Card Violations
- Alcohol Awareness Card Violations

Event #171222-4262 On December 22, 2017, patrol officers responded to the Elks Paran Lodge for an assault/battery with gun call. Upon arrival at the business officers were informed by dispatch that a fight had occurred inside. The officers discovered trails of blood leading into the women's restroom with a large amount of blood in the restroom along with broken glass bottles. A police officer followed a trail of blood from the restroom to the outside of the business into the parking lot. It was determined that a fight inside of the business led to a shooting directly in front of the entrance of the business. As the officer came back to the front door, security officer Al Richards Jr. blocked the officer's way and told him there was no crime scene in the business. During the course of the investigation, Richards continued to be uncooperative with officers even after being warned in the past about such actions. Officer's made contact with two other security officers, Demontray Stallworth and Tinsley Monkeith, both of which were uncooperative with officers and denied there was a fight in the business or a gun involved. However, according to witness statements both Monkeith and Stallworth were actively wrestling with the shooting suspect when the firearm was discharged on the property in the direction of potential victims. Elks Paran Lodge key-employee George Sims was not present on scene while the business was open even after being verbally warned about this on December 1, 2017. The business was open during the time of the incident with security on site, but there was no call from the business about the fight or shooting to the police department.

January 10, 2018 LVMPD SIS detectives received a letter from Elks Paran Lodge, contesting the City of Las Vegas Business Licensing fines. While the fines were initially contested, the business later paid them, thus admitting responsibility. It should be noted that the business had the option to contest the fines to be heard before a third-party hearings officer, if they so requested.

January 15, 2018 Bolden Area Command COP Sgt. Watts met with George Sims at the business. This meeting occurred due to the number of calls for service and

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violent calls at the business as well as the Elks Lodge's security staff being uncooperative with the LVMPD. Mr. Sims promised Sgt. Watts this would change and he would take steps to ensure security was cooperative and to comply with the City's citations.

February 2, 2018 — On February 02, 2018, LVMPD Special Investigations Section (SIS) Detectives conducted a site check of the business with City of Las Vegas Business Licensing and State of Nevada PILB. Contact was made with Al Richards Jr., who again attempted to block access to the business by incoming officers. Contact was made with management who became confrontational with City of Las Vegas Business Licensing and SIS Detectives. Citations were later issued to the business for the identified violations (duties to cooperate, sign-in log not legible/verifiable, employee list not current, alcohol awareness card violations).

February 22, 2018 — Bolden Area Command COP Officer Baker met with George Sims due to the continued calls for service and violence at the Elk's Lodge. George Sims advised it wasn't his fault and he needed more help from the LVMPD. Officer Baker informed Sims of the security measures he needed to take to avoid future violence and to call the LVMPD anytime he needed someone removed from his property.

March 5, 2018 — Bolden Area Command COP Sgt. Stark and Lieutenant Cintron met with George Sims at the business. This meeting was in reference to the calls for service and violence at the Elks Lodge continuing after the earlier visits from the LVMPD. It was clear, the Elks Lodge was not heeding the previous warnings. Sergeant Stark and Lieutenant Cintron met with Sims to discuss The Elk's Lodge security team's noncompliance, the violent calls for service, the disrepair of the property, lighting, metal detectors, allowing only entry of Elks members and other items Sims needed to address. George claimed he was a victim in all of this and he needed help from his own patrons. George was advised how often the LVMPD was conducting parking lot checks and enforcement on his property.

March 31, 2018 — On March 31, 2018 under event number LLV180331002863, patrol officers and gang detectives were investigating an attempted murder which led them to the Elks Paran Lodge. It was determined that a fight inside of the business ultimately led to two shootings which took place at other locations. Gang detectives were attempting to obtain video

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surveillance of the fight to possibly identify the individual(s) involved in the shootings. When they arrived they were met at the door by an unidentified male telling them they "needed to sign in." Detectives explained they did not need to sign in and were escorted to the office where they met with George Sims. Sims is a key employee for the business. When the Detectives met with Sims, he was drinking an alcoholic beverage (beer). Sims could not gain access to the video room, and told detectives that Charles Barber (President/Director of Elks Lodge) would be able to assist them. Detectives waited for several hours for Barber to reach out to them. Detectives then left the business awaiting a phone call from Barber. After not hearing from Barber, detectives obtained a search warrant for the business.

Detectives arrived back at the business at approximately 2300 hours. The business was still open, but in the process of closing and removing the last few patrons. The manager on duty, Martin Jefferson was uncooperative and extremely agitated with LVMPD presence. After a few minutes on scene, George Sims arrived and appeared to be under the influence of intoxicating liquors. Sims then contacted Barber who arrived shortly thereafter. Detectives were able to obtain video from the fight incident.

Detectives viewed the video of the fight and determined it began inside the Elks Paran Lodge. On video, a male is observed running down the hallway of the business with a firearm in his hand. He later tucked it into his waistband. Shortly after, another firearm was observed on the ground of the bar. The firearm was retrieved by a female who was involved in a second fight. There was also a third male who appears to have a firearm in his waist band during the fight. The fight then spilled out the front door.

Security was present at the door. However, the pat downs being conducted by security were only of the hip area. It also appears the metal detectors were not being used even though they were on hand, and operational. It was also established that the business was open when the large fight occurred with security on site, but there was not a call to the police department.

April 3, 2018 — LVMPD Camera Deployed on property due to violent crimes.

April 3, 2018 — Deputy Chief Walsh and Deputy Chief Jones met with Charles Barber at the business in an effort to encourage voluntary compliance.

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April 3, 2018	Bolden Area Command Captain Yatomi met with Charles Barber at the business. The purpose of this meeting was to discuss ongoing issues and the best practices to rectify the problem and to ensure the business is operating in a manner consistent with maintaining the safety of the public and patrons.
April 18, 2018	LVMPD camera suffered malicious destruction of property under event LLV180418002680 causing damage to the solar panels. This investigation is currently on-going to determine if the business or a patron of the Elks Lodge is the suspect.

Since January of 2017, there have been 78 LVMPD calls for service related to this location. LVMPD has conducted numerous site checks of the business due to the surge of violent crimes. This has been done to ensure the safety of employees and patrons, which is not usually a need for businesses who maintain their establishments in a secure manner. Of these (78) calls for service there are only 4 calls generated by the business itself. The remaining 72 come from victims or patrons who are reporting a crime or by officers to maintain a presence and deter criminal activity. This paints a clear picture that the business is deliberately not calling police to avoid police presence on property. This is further clarified by Richard's words to LVMPD detectives on November 18th under event number LLV171118000183 . It is not typical for businesses to refuse to call the police during a violent crime, however, in multiple events the Elks Lodge did not notify police.

In an effort to combat the crime occurring at Elks Lodge, LVMPD has deployed a mobile camera system in the parking lot. The camera has captured a fight at the business which employees have claimed did not happen. This is showing a lack of willingness to work with the police and maintain a safe establishment.

Privileged businesses are subject to a higher degree of regulation due to their potential to impact the safety, health, and welfare of the surrounding neighborhoods and businesses. This is a clear case of a business directly impacting the safety and welfare of a neighborhood.

Based on the above listed facts, it is apparent that the Elks Paran Lodge 1508 is causing a public safety issue in an ongoing basis. This is not only man-power intrusive on resources from LVMPD and the City, but it is also leading to people getting injured and killed.

The LVMPD is formally requesting that the City of Las Vegas take action on the business licenses held at the location in order to protect the public health, welfare, and safety of constituents, businesses and nearby residents.

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Sincerely,
JOSEPH LOMBARDO, SHERIFF

BY: NATHAN CHIO, LIEUTENANT
SPECIAL INVESTIGATIONS SECTION

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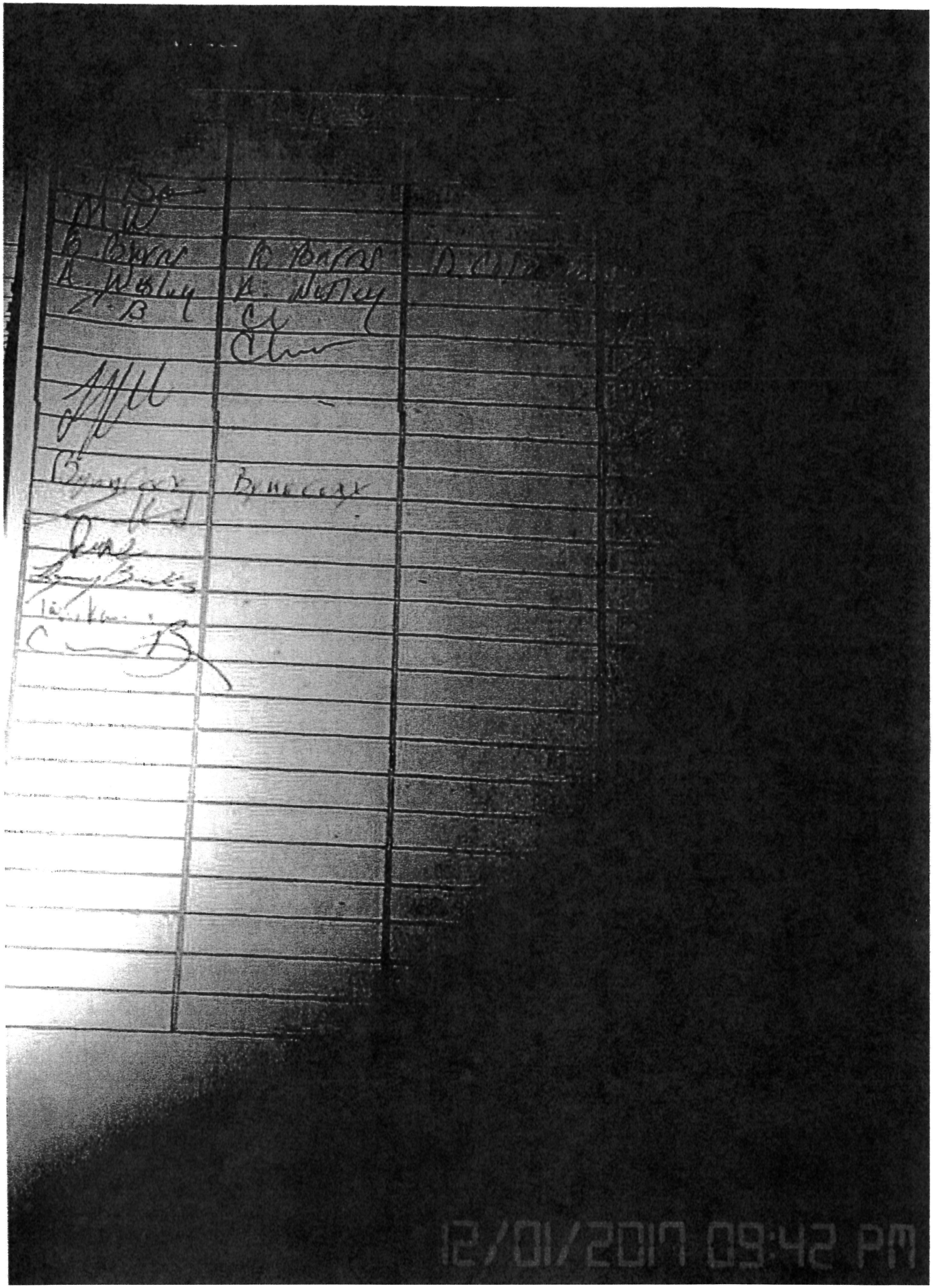
EXHIBIT I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11-30-17 Paran Elks lodge #1508

MEMBER NAME	MEMBER SIGNATURE	MEMBER GUEST NAME	MEMBER GUEST SIGNATURE
[illegible]	[illegible]	Red	Chaney
			[illegible]
			Lonnette
			[illegible]
			[illegible]
			[illegible]
		AH	[illegible]
[illegible]	[illegible]	—	—
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[illegible]			
[illegible]			[illegible]
		Locus	
			[illegible]
			Squirrel
Anita Banks	[illegible]	[illegible]	[illegible]
			[illegible]
		Locus	
		[illegible]	[illegible]
[illegible]			[illegible]
		Fred Mac	[illegible]
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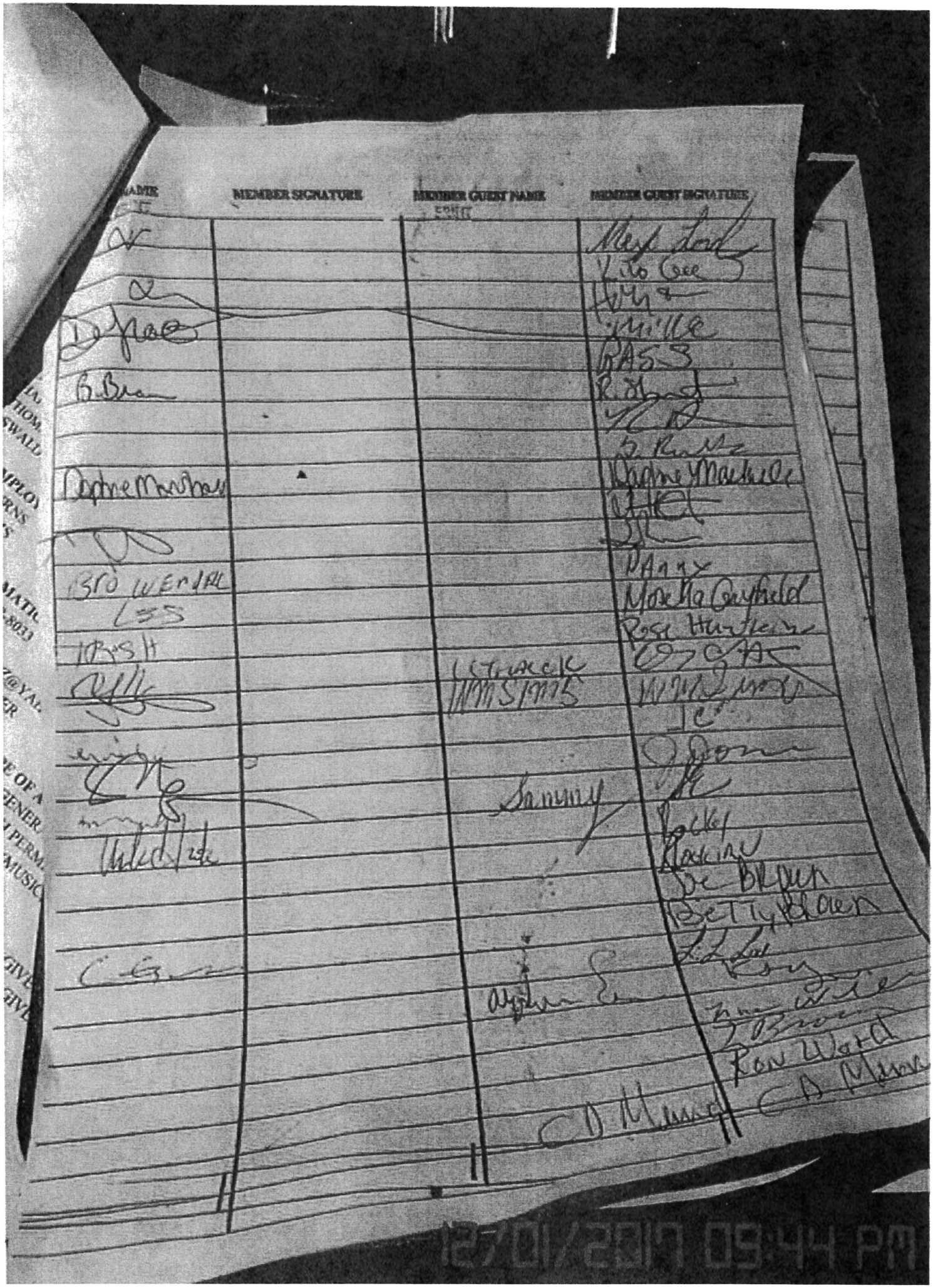

NAME	MEMBER SIGNATURE	MEMBER GUEST NAME	MEMBER GUEST SIGNATURE

NAME	MEMBER SIGNATURE	MEMBER GUEST NAME	MEMBER GUEST SIGNATURE
			[illegible]
			[illegible]
		A Helder	A Holder
			[illegible]
			[illegible]
			Don
Lee			[illegible]
LARRY		V. Jackson	V Jackson
			[illegible]
[illegible]		RAW	[illegible]
Chester	[illegible]		[illegible]
C. BRAGGS		[illegible]	C.R. McGee
[illegible]			Chaem
			SHM
			WEBB
		CREY	[illegible]
		[illegible]	[illegible]
			[illegible]
			CAtherine [illegible]
			[illegible]
		[illegible]	[illegible]
JACK	ACA		[illegible]
			[illegible]
			[illegible]
			[illegible]
			[illegible]
		R. Shut	[illegible]
B. Bu[illegible]			[illegible]

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[illegible] PLEASE PRINT	[illegible]	[illegible] PLEASE PRINT	[illegible]
[illegible]			OC
MW			
B. Burns	B. Burns	D Coleman	D. Coleman
A. Wesley	A. Wesley		[illegible]
[illegible] B	[illegible]		[illegible]
	[illegible]		[illegible]
[illegible]			[illegible]
Bryan Cox	Bryan Cox		
[illegible]			
[illegible]			
[illegible]			
[illegible]			
[illegible]			

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CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
BUSINESS LICENSING DIVISION
333 S. Rancho Dr., 4th Floor
Las Vegas, NV 89106

Fax (702) 382-6642
TDD (702) 386-9109
E-mail us at

Print Form

Employee Listing

Business Name: PAST ELKS LODGE #1508 Business License #:

Business Address: 680 WEST CHEYENNE AVE Business Phone #: 702 648 8033

(Number, Street, City, State and Zip Code)

Print or type each employee's name, job title, work card number, expiration date and health card expiration date (if applicable):

Employee's Name	Job Title	Work Card Number	Work Card Expiration Date	Alcohol Awareness Expiration Date	Health Card Expiration Date
GRACIE REEVES	FOOD HANDLER	H17011375	01-13-2021	01-13-2021	2-13-[illegible]
KARENIA MCGHEE	BARTENDER			12-4-2021	
LAURA AGUIRRE	BARTENDER	02156884	08-06-2019	12-26-2020	1-21-2[illegible]
CHARLES BARBER	PRESIDENT	2781012	4-18-2019		4-18-20[illegible]
MARTIN JEFFERSON	MANG.	0385464	4-25-2021	12-30-2019	4-30-20[illegible]
DEJA BORDENAUX	BARTENDER	6064731	6-13-2021	6-13-2020	6-14-20[illegible]
CHAROLETTE L. ROBINSON	BARTENDER/MANG.	1440852	1-31-2018	4-18-2020	12-5-20[illegible]
CAROLYN D. MERRILL	FOOD HANDLER	06201605043	5-18-2020	5-18-2020	5-30-2019
DARIAN BORDENAUX	COCK TAIL	6054582	12-17-2020	05-21-2018	11-2-2018
ERICA J. JENKINS	BARTENDER	3026177	01-18-2021	11-15-2021	4-18-2019
EMMA COLBERT	FOOD HANDLER	02511087	12-4-2020		12-4-20[illegible]
LOIS W. WADDELL	BARTENDER	0162659	10-9-2019	02-2-2020	9-25-20[illegible]
GEORGE SIMS	D.E/MANAGER	0177765	8-30-2021	12-6-2020	

LVMC Employers - Duties

(A) Maintain and make available for inspection, during normal business hours, by Metro or the Department a list of all employees who have been employed in capacities that require a work card.

Charles Barber 12-28-17
Signature of Manager Completing Form

Employee Listing - Form PL2-2

revised 06-13-2017

02/02/2018 10:24 PM

22-2018

	MEMBER SIGNATURE	MEMBER GUEST NAME SPIRIT	MEMBER GUEST SIGNATURE
[illegible]	[illegible]	Myahalsand	[illegible]
[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	Anthony Fr[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	Mike [illegible]
Fielders	U.K.S.		Kiep
Jessica	Julio		Wezzel
Malia	[illegible]		Tony [illegible]
[illegible]	[illegible]		[illegible]
Rex	[illegible]		[illegible]
Darrell	Shamion		[illegible]
S. Green	Charla Tar		Sally Smith
M. Wilson	Regina Sanders		Byl S
C Thomas	Don		
Cat Thomas	Olivia		
A. CHANDLER	Dinah		
C. Thomas	[illegible]		
C. Holmes	[illegible]		
D DAVIS	[illegible]		
Dee	Gene M.		
[illegible]	[illegible]		
[illegible]	[illegible]		
[illegible]	[illegible]		
[illegible]	[illegible]		
[illegible]			
[illegible]			
[illegible]			
[illegible]			
[illegible]			

EXHIBIT 2

EXHIBIT 2

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

JOSEPH LOMBARDO, Sheriff

Partners with the Community

JUNE 24 2018
Date

Establishment name: ELKS PANAH LODGE 1508

Establishment address: 600 W OWENS LV NV 89106

License(s) held: LIQUOR, GAMING, BANQUET HALL

Date of violation: JUNE 23 2018 **Time of Violation:** 2313

Brief details causing suspension: ALTERCATION INSIDE ESTABLISHMENT MOVED TO PARKING LOT AND A SHOOTING OCCURRED ON PROPERTY.

City/County Codes: 6.02.363 / 6.06.270

Effective date/time of closure: JUNE 24 2018 @ 0145 HOURS **Reinstatement date/hour:** SEPT 24, 2018 @ 0145 HOURS

Dear Business Licensee:

☐ **Clark County Jurisdiction**
In accordance with Clark County Ordinance **8.08.170(c)**, the liquor license for the above listed establishment is suspended. This action is being taken for the immediate preservation of the public peace, safety, good order, or public welfare. You may appeal on the basis of mistake or error within thirty days to a hearing officer appointed by the Clark County Liquor and Gaming Licensing Board. Such appeal must be filed, in writing, with the Clark County Department of Business License at 500 S. Grand Central Parkway, Las Vegas, NV.

☑ **Las Vegas Jurisdiction**
Pursuant to Las Vegas Municipal Codes **6.02.363** and **6.06.270**:
There has been a violation of the provisions of this title (Business License Codes); and
Such order is necessary for the immediate preservation of the public peace, health, safety, morals, good order, or general welfare within the City. You may appeal this suspension/condition of your business license to the State of Nevada District Court, but until that time you must comply with this Order or face criminal sanctions for a misdemeanor offense.

Conditions (if any): CONTACT CITY BUSINESS LICENSE PRIOR TO RE-OPENING AND MEET WITH CITY.

Business Owner/Employee Served Upon (Print Name): GEORGE SIMS

Business Owner/Employee Served Upon (Signature): [signature]

JOSEPH LOMBARDO, SHERIFF

[signature]

Nathan Chio, Lieutenant
Special Investigations Section

EXHIBIT 3

EXHIBIT 3

April 24, 2018

City of Las Vegas, Business Licensing Division
Attn: Mary McElhone, Deputy Planning Director
333 North Rancho Drive, 6th Floor
Las Vegas, NV 89106

RE: Request for Action – City of Las Vegas Business Licensing Division
Elks Lodge #1508 I.B.P.O.E. of W. INC. dba Elks Paran Lodge 1508
600 West Owens, Las Vegas, NV 89106 (Ward 5)

Licenses
Non-Profit Club – Liquor
Banquet Facility – Liquor
Amusement Machines
Automated Teller Machine
Restricted Gaming

Ownership

Charles Barber	President/Director
Thomas Reynolds	Secretary
Oswald Williams	Treasurer

Key-Employees
George Sims [redacted]
Milton Aaron [redacted] (Application Pending)

Deputy Director McElhone,

The Elks Lodge #1508, I.B.P.O.E of W. INC. doing business as (DBA) Elks Paran Lodge 1508, located at 600 West Owens, Las Vegas, NV 89106, has had a surge of violent crimes inside of the business or in the parking lot of the business. These violent crimes have all been directly related to the business and their patrons. Even after multiple meetings and outreach efforts there is a complete lack of cooperation by management and key-employees to assist police officers in the areas of voluntary compliance and cooperation. The owners of the business are enabling these violent crimes to occur by turning a blind eye to the City of Las Vegas municipal liquor codes.

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In order to maintain a license as a Non-Profit General On-Sale, the business is supposed to operate as a private club, for members and their guests only. According to the City of Las Vegas liquor laws, they are not allowed to be open to the public, or operating as a tavern. It has been apparent for some time, that the business disregards these laws. The question raised during the enforcement of City of Las Vegas liquor codes is the validity of the Non-Profit status of the business and who actually profits from the liquor sales and gaming that occurs on the property.

LVMPD has devoted numerous investigative hours into these violent crimes and in educating the owners, key-employees, and managers of the business on how to run a compliant and safe operation. These efforts have been unsuccessful which has resulted in violent crimes continuing to occur at this location.

EXECUTIVE SUMMARY

Event #170820-0341 On August 20, 2017, patrol officers were dispatched to Valley Hospital regarding a woman who was at the hospital claiming she had been stabbed in the head. Further investigation revealed that the woman was stabbed in the head during a fight earlier in the night at the Elks Paran Lodge. The stabbing victim stated that after the fight, while leaving, there were also several gunshots that came from the door area of the Elks Paran Lodge. When officers later attempted to obtain video from Elks Paran Lodge they were denied. The Elks Lodge stated that nobody was available to provide it. The officers did find a vehicle with blood smeared on it near the entrance of the business, and a blood trail on the ground. The business was open during the time of the incident with security on site, but there was no call from the business to the police department.

Event #171027-2300 On October 27, 2017, Patrol officers were dispatched to the business for a robbery in progress. Investigation revealed that a female was sitting inside of a vehicle in the parking lot of the Elks Paran Lodge when a vehicle approached with two occupants. One of the occupants exited the vehicle and pointed a black handgun at the female victim. The suspect then yelled at the victim, "I'll pop your bitch ass, I'll kill you." The victim remained sitting inside of her vehicle. The suspect then broke the window of the victim's vehicle, and took items of personal property from the other side of the vehicle, which had an open window. The suspects fled in the vehicle they arrived in, and were later arrested. The business was open during the time of the incident but there was no call from the business about the robbery to the police department.

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Event #171118-0183 On November 18, 2017, patrol officers were dispatched to the business for an assault/battery with a gun call at the business. The preliminary investigation revealed multiple shooters discharged firearms in the parking lot and multiple vehicles were struck by gun fire. Upon officer's arrival, they found a male laying on the ground with a gunshot wound to the neck. One vehicle had also crashed across the street while fleeing the scene. In all, 49 shell casings were recovered at the scene. During the course of the investigation, detectives met with Al Richards Jr., who claimed he was security for the property. Detectives requested video footage, but Richards refused and locked the door to the video equipment room to keep detectives from viewing the video. Detectives were forced to obtain a search warrant to obtain the video. Further investigation into this incident resulted in it being updated to an attempt murder investigation. A subject later arrived at the business, who claimed to be the owner, and told officers they would not need a warrant and could access or seize anything they needed. Again, the business was open, but did not contact the police about the shooting.

Event #171124-3983 On November 24, 2017, an LVMPD detective was conducting follow up for the attempt murder investigation that occurred on November 18th. While examining vehicles in the parking lot, the detective was approached by security officer Al Richards Jr. Richards asked the detective if he had "probable cause to be on property." The detective told him he did not need probable cause to be in the parking lot as he was conducting an investigation. Richards told the detective the business did not want to see police on property. The detective told Richards he would leave and Richards claimed he would contact LVMPD Sgt. Whitley about police being on the property without probable cause.

Event #171201-3948 On December 01, 2017, LVMPD Special Investigations Section (SIS) detectives conducted a site check of the business with City of Las Vegas Business Licensing and State of Nevada Private Investigators Board (PILB). During the site check, contact was made with Al Richards Jr. Richards attempted to block the entry to the business so detectives, business licensing, and PILB could not enter. Richards was advised of his duties as security and reminded the business holds privileged liquor licenses and is subject to inspection of the business. Richards was further advised that employees must cooperate. Contact was made with manager Martin Jefferson and key-employee George Sims. Multiple violations were observed during the site check which were noted by City of Las Vegas Business Licensing. These violations included:

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- Failing to Cooperate
- No-Key Employee On Site
- Log Not Legible or Verifiable
- No Employee List
- Work Card Violations
- Alcohol Awareness Card Violations

Event #171222-4262 On December 22, 2017, patrol officers responded to the Elks Paran Lodge for an assault/battery with gun call. Upon arrival at the business officers were informed by dispatch that a fight had occurred inside. The officers discovered trails of blood leading into the women's restroom with a large amount of blood in the restroom along with broken glass bottles. A police officer followed a trail of blood from the restroom to the outside of the business into the parking lot. It was determined that a fight inside of the business led to a shooting directly in front of the entrance of the business. As the officer came back to the front door, security officer Al Richards Jr. blocked the officer's way and told him there was no crime scene in the business. During the course of the investigation, Richards continued to be uncooperative with officers even after being warned in the past about such actions. Officer's made contact with two other security officers, Demontray Stallworth and Tinsley Monkeith, both of which were uncooperative with officers and denied there was a fight in the business or a gun involved. However, according to witness statements both Monkeith and Stallworth were actively wrestling with the shooting suspect when the firearm was discharged on the property in the direction of potential victims. Elks Paran Lodge key-employee George Sims was not present on scene while the business was open even after being verbally warned about this on December 1, 2017. The business was open during the time of the incident with security on site, but there was no call from the business about the fight or shooting to the police department.

January 10, 2018 LVMPD SIS detectives received a letter from Elks Paran Lodge, contesting the City of Las Vegas Business Licensing fines. While the fines were initially contested, the business later paid them, thus admitting responsibility. It should be noted that the business had the option to contest the fines to be heard before a third-party hearings officer, if they so requested.

January 15, 2018 Bolden Area Command COP Sgt. Watts met with George Sims at the business. This meeting occurred due to the number of calls for service and

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violent calls at the business as well as the Elks Lodge's security staff being uncooperative with the LVMPD. Mr. Sims promised Sgt. Watts this would change and he would take steps to ensure security was cooperative and to comply with the City's citations.

February 2, 2018

On February 02, 2018, LVMPD Special Investigations Section (SIS) Detectives conducted a site check of the business with City of Las Vegas Business Licensing and State of Nevada PILB. Contact was made with Al Richards Jr., who again attempted to block access to the business by incoming officers. Contact was made with management who became confrontational with City of Las Vegas Business Licensing and SIS Detectives. Citations were later issued to the business for the identified violations (duties to cooperate, sign-in log not legible/verifiable, employee list not current, alcohol awareness card violations).

February 22, 2018

Bolden Area Command COP Officer Baker met with George Sims due to the continued calls for service and violence at the Elk's Lodge. George Sims advised it wasn't his fault and he needed more help from the LVMPD. Officer Baker informed Sims of the security measures he needed to take to avoid future violence and to call the LVMPD anytime he needed someone removed from his property.

March 5, 2018

Bolden Area Command COP Sgt. Stark and Lieutenant Cintron met with George Sims at the business. This meeting was in reference to the calls for service and violence at the Elks Lodge continuing after the earlier visits from the LVMPD. It was clear, the Elks Lodge was not heeding the previous warnings. Sergeant Stark and Lieutenant Cintron met with Sims to discuss The Elk's Lodge security team's noncompliance, the violent calls for service, the disrepair of the property, lighting, metal detectors, allowing only entry of Elks members and other items Sims needed to address. George claimed he was a victim in all of this and he needed help from his own patrons. George was advised how often the LVMPD was conducting parking lot checks and enforcement on his property.

March 31, 2018

On March 31, 2018 under event number LLV180331002863, patrol officers and gang detectives were investigating an attempted murder which led them to the Elks Paran Lodge. It was determined that a fight inside of the business ultimately led to two shootings which took place at other locations. Gang detectives were attempting to obtain video

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surveillance of the fight to possibly identify the individual(s) involved in the shootings. When they arrived they were met at the door by an unidentified male telling them they "needed to sign in." Detectives explained they did not need to sign in and were escorted to the office where they met with George Sims. Sims is a key employee for the business. When the Detectives met with Sims, he was drinking an alcoholic beverage (beer). Sims could not gain access to the video room, and told detectives that Charles Barber (President/Director of Elks Lodge) would be able to assist them. Detectives waited for several hours for Barber to reach out to them. Detectives then left the business awaiting a phone call from Barber. After not hearing from Barber, detectives obtained a search warrant for the business.

Detectives arrived back at the business at approximately 2300 hours. The business was still open, but in the process of closing and removing the last few patrons. The manager on duty, Martin Jefferson was uncooperative and extremely agitated with LVMPD presence. After a few minutes on scene, George Sims arrived and appeared to be under the influence of intoxicating liquors. Sims then contacted Barber who arrived shortly thereafter. Detectives were able to obtain video from the fight incident.

Detectives viewed the video of the fight and determined it began inside the Elks Paran Lodge. On video, a male is observed running down the hallway of the business with a firearm in his hand. He later tucked it into his waistband. Shortly after, another firearm was observed on the ground of the bar. The firearm was retrieved by a female who was involved in a second fight. There was also a third male who appears to have a firearm in his waist band during the fight. The fight then spilled out the front door.

Security was present at the door. However, the pat downs being conducted by security were only of the hip area. It also appears the metal detectors were not being used even though they were on hand, and operational. It was also established that the business was open when the large fight occurred with security on site, but there was not a call to the police department.

April 3, 2018 — LVMPD Camera Deployed on property due to violent crimes.

April 3, 2018 — Deputy Chief Walsh and Deputy Chief Jones met with Charles Barber at the business in an effort to encourage voluntary compliance.

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April 3, 2018	Bolden Area Command Captain Yatomi met with Charles Barber at the business. The purpose of this meeting was to discuss ongoing issues and the best practices to rectify the problem and to ensure the business is operating in a manner consistent with maintaining the safety of the public and patrons.
April 18, 2018	LVMPD camera suffered malicious destruction of property under event LLV180418002680 causing damage to the solar panels. This investigation is currently on-going to determine if the business or a patron of the Elks Lodge is the suspect.

Since January of 2017, there have been 78 LVMPD calls for service related to this location. LVMPD has conducted numerous site checks of the business due to the surge of violent crimes. This has been done to ensure the safety of employees and patrons, which is not usually a need for businesses who maintain their establishments in a secure manner. Of these (78) calls for service there are only 4 calls generated by the business itself. The remaining 72 come from victims or patrons who are reporting a crime or by officers to maintain a presence and deter criminal activity. This paints a clear picture that the business is deliberately not calling police to avoid police presence on property. This is further clarified by Richard's words to LVMPD detectives on November 18th under event number LLV171118000183 . It is not typical for businesses to refuse to call the police during a violent crime, however, in multiple events the Elks Lodge did not notify police.

In an effort to combat the crime occurring at Elks Lodge, LVMPD has deployed a mobile camera system in the parking lot. The camera has captured a fight at the business which employees have claimed did not happen. This is showing a lack of willingness to work with the police and maintain a safe establishment.

Privileged businesses are subject to a higher degree of regulation due to their potential to impact the safety, health, and welfare of the surrounding neighborhoods and businesses. This is a clear case of a business directly impacting the safety and welfare of a neighborhood.

Based on the above listed facts, it is apparent that the Elks Paran Lodge 1508 is causing a public safety issue in an ongoing basis. This is not only man-power intrusive on resources from LVMPD and the City, but it is also leading to people getting injured and killed.

The LVMPD is formally requesting that the City of Las Vegas take action on the business licenses held at the location in order to protect the public health, welfare, and safety of constituents, businesses and nearby residents.

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Sincerely,
JOSEPH LOMBARDO, SHERIFF

BY: NATHAN CHIO, LIEUTENANT
SPECIAL INVESTIGATIONS SECTION

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EXHIBIT 4

EXHIBIT 4

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

OFFICER'S REPORT

Event #: **LLV180623-4352**

Attempt Homicide

SUBJECT

DIVISION REPORTING:	GVB	DIVISION OF OCCURRENCE:	BAC
DATE & TIME OCCURRED:	06/23/2018 2313 Hoursa	LOCATION OF OCCURRENCE:	Elks Lodge, 600 W. Owens Ave, LV NV 89106

NARRATIVE:

On 06/23/2018 I responded to the Elk's Lodge located at 600 W. Owens Ave in reference to an attempted homicide. I was assigned as the primary case agent and made contact with Officers on scene. I determined that the victim of this shooting had been inside the Elk's Lodge and had been involved in some form of verbal altercation with the suspect. The victim and suspect exited the Elk's Lodge and resumed their argument in the western parking lot of the Elk's Lodge. At some point, the verbal argument became physical in nature and ended when the suspect produced a handgun concealed on his person and fired 9 rounds striking the victim numerous times.

Numerous interviews were conducted with witnesses, persons reporting, and a canvass was conducted for potential video evidenced. Employees and staff of the Elk's Lodge were cooperative and helpful in producing access to their video surveillance, their sign-in log, and the building itself. Through interviews and on scene evidence the following was determined:

- Review of the Elk's Lodge video surveillance shows very clearly that no security was in place and no persons were checked for weapons in any way prior to their entry into the establishment.
- It is evident as of the current review of the video surveillance that some persons do not sign into the establishment upon entry and many that do are not using real names or the writing is not legible.
- Witnesses stated that the suspect produced the handgun from his person and did not retrieve it from a vehicle, indicating he was armed while inside the establishment.
- The Elk's Lodge video surveillance system (namely the outdoor cameras) have been experiencing a technical problem and are in need of routine maintenance such as cleaning of lenses. This is not the first incident in which video is nearly completely unusable due to the above.
- The Elk's Lodge video surveillance technical issues were previously addressed under event number LLV171118-0183 and LLV180331-2863 by Detective J. Keen P# 14455 and Detective M. Eddington P# 14206.

The Use and Dissemination of this Record is Regulated by LVMPD 5.0202(2)
Dissemination of any kind is Prohibited
and could subject the offender to Criminal
and Civil Liability.
This information Released To:
CITY OF LAS VEGAS
By: M8390E Date: 6/28/2018
Las Vegas Metro Police Dept.

Date and Time of Report:	06/27/2018 2130 Hours	Officer:	W. Young	P#:	9636
Approved By:		Officer:		P#:	

SIGNATURE: _____

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
Discussion for possible action regarding the pursuit of opioid-related litigation [NOTE: Because this item involves attorney-client discussion and deliberation of potential litigation, the City Council meeting will be interrupted for an attorney-client conference pursuant to NRS 241 and will be reconvened before any action is taken on this item] - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City Council will consider whether to pursue possible opioid-related litigation, including potential claims against opioid manufacturers, distributors, and prescribers. This item involves attorney-client discussion and deliberation of potential litigation. Consequently, a confidential attorney-client conference will be held pursuant to NRS 241.015(3)(b)(2).

RECOMMENDATION:
Direct City Attorney accordingly

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
Discussion for possible action regarding the selection of outside legal counsel for potential opioid-related litigation from the following candidate law firms: Baron & Budd, Eglet Prince, Fulmer Sill, Keller Rohrback, and Robbins Geller Rudman & Dowd - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
At its April 4, 2018, meeting, the City Council approved the pursuit of possible opioid-related litigation through an outside legal counsel. In addition, the City Council directed staff to issue a Request for Statements of Qualifications (RSOQ) seeking interested law firms. Five national law firms responded to the RSOQ with statements of qualifications. The City Council may select one of the law firms—Baron & Budd (Dallas), Eglet Prince (Las Vegas), Fulmer Sill (Oklahoma City), Keller Rohrback (Seattle), and Robbins Geller Rudman & Dowd (San Diego)—to serve as Special Legal Counsel to the City regarding a potential lawsuit against the manufacturers, distributors, and prescribers of prescription opioids.

RECOMMENDATION:
Reviewing Committee recommends Eglet Prince

BACKUP DOCUMENTATION:
1. City's Request for Statements of Qualifications
2. Baron & Budd, P.C., Statement of Qualifications
3. Eglet Prince Statement of Qualifications
4. Fulmer Sill Statement of Qualifications
5. Keller Rohrback Statement of Qualifications
6. Robbins Geller Rudman & Dowd LLP Statement of Qualifications

INTRODUCTION

The City of Las Vegas ("City") invites interested attorneys and law firms (hereinafter referred to variously as "Law Firm" or "Law Firms") to present their qualifications to serve as special counsel to the City ("Special Counsel"), and if selected, (1) determine the costs the City has incurred as a result of the manufacture, distribution, prescription, use and/or abuse of opioids; and (2) investigate and, if appropriate, commence and prosecute litigation against manufacturers, distributors and/or prescribers of prescription opiates for damages to the City arising out of marketing, manufacturing, distribution and/or prescribing of opiates.

All information requested and provided as part of this RFQ will be used for information purposes only and does not constitute an offer or acceptance of any kind.

OBJECTIVE OF THIS RFQ

The City seeks to retain the services of a Law Firm with specialized legal expertise to act as Special Counsel to investigate and pursue litigation against manufacturers, distributors and/or prescribers of prescription opioids. If selected, this Special Counsel will first determine the economic impact that prescription opioids have had on the City and its residents.

Based upon an examination and assessment of that evidence, the Special Counsel will inform and advise the City, through the City Attorney, concerning which manufacturers, distributors and/or prescribers of prescription opioids have caused significant harm in the City, and the degree to which the City may recover damages for such impacts, including assessing the legal theories and claims available.

The Special Counsel then shall recommend in a written opinion letter addressed to the City Attorney whether the City should pursue such litigation. Special Counsel must be prepared to prosecute the City's lawsuit(s) against manufacturers, distributors and/or prescribers of prescription opioids whose actions have resulted in harm to the City not only through the trial and appellate courts, but until damages are actually recovered either by payment of the final judgment or payment of a negotiated settlement in each lawsuit against the defendant(s).

If you wish to present qualifications to be Special Counsel for the City in litigation against manufacturers, distributors and/or prescribers of prescription opioids, please submit a hard-copy response ("the Response") to this RFQ by 1:30 p.m. (PDT) on Tuesday, May 15, 2018.

MINIMUM REQUIRED QUALIFICATIONS TO RESPOND TO THIS RFQ

The City only is interested in a retaining a Law Firm as Special Counsel for the City in possible litigation against manufacturers, distributors and/or prescribers of prescription opioids who can meet the following minimum qualifications:

1. The Law Firm must have been in business at least five (5) years.

2. The Law Firm should have a team of attorneys with significant experience in the area of complex commercial litigation, preferably complex consumer fraud and unfair or deceptive trade practices litigation, and/or complex fraud and regulatory-related investigations, and/or current involvement in litigation against manufacturers, distributors and/or prescribers of prescription opioids either in other states or in other counties in the State of Nevada ("Subject Matter Areas").

3. The Law Firm should have a lead attorney licensed to practice law with ten (10) or more years' experience in the Subject Matter Areas.

4. The Law Firm should have experience representing governmental bodies and agencies.

TECHNICAL FORMAT AND CONTENT OF RESPONSE TO THIS RFQ

The Law Firm must submit a transmittal letter and a Response to the RFQ. The transmittal letter shall briefly summarize the Law Firm's interest in serving as Special Counsel to the City. The transmittal letter also must clearly state and justify any exceptions to the requirements of the RFQ, which the Law Firm may have taken in presenting the Response. The City reserves the right to deny any and all exceptions taken to the RFQ.

The Response submitted to this RFQ should be prepared in a concise manner and provide the following information in the order listed below:

A. General Experience and Information Concerning the Law Firm:

1. Provide general information about your Law Firm – Number of years in existence, number of attorneys, areas of expertise, financial and manpower support capacity, etc.

2. Within the past three years, have there been any significant developments in your Law Firm such as changes in ownership or restructuring? Do you anticipate any significant changes within the next five (5) years? Please describe.

3. Describe the on-line services, publications and other resources maintained by your firm dealing with the Subject Matter Areas, including subscription services and periodicals.

4. Has your firm or an attorney in your firm's employ who would have any involvement with the possible provision of legal assistance, advice, or representation contemplated by this RFQ ever been disciplined or censured by any regulatory body? If so, describe the principal facts.

5. Within the last five (5) years, has your Law Firm, or a partner or attorney in your Law Firm, been involved in litigation or other legal proceedings relating to provision of legal services? If so, provide a brief explanation and indicate the current status or disposition.

6. List all current litigation(s) in which your firm is a defendant. Provide a brief explanation and indicate the current status or disposition.

7. Does your Law Firm represent any other states or governmental entities? If so, list the entity, and provide a contact and telephone number.

8. Please describe your Law Firm's backup procedures in the event one or more attorneys assigned to a matter contemplated by this RFQ leave the firm.

B. Subject Matter Areas Experience:

1. Provide a detailed description of the Law Firm's experience in the Subject Matter Areas, including identification of the approximate number of engagements involving the Subject Matter Areas during the last five (5) years. Of those engagements, the Law Firm should select no more than five (5) illustrative matters and provide the following information:

    a. Nature of the matter and the Law Firm's role;

    b. The year and the approximate dollar amount of the claim;

    c. Status of case and range of responsibilities; and

    d. Disposition of case, and if relevant, a description of damages negotiated/awarded or other relief obtained.

    e. Company/agency/department/office to which legal services were provided, including contact information and email address, to be used as reference verification.

2. Provide a brief description of areas of the law in which your Law Firm has an expertise or your Law Firm's involvement in other cases which would have a significant relationship to the objective of this RFQ.

C. **Team Qualifications:**

1. Provide a detailed description of the team that would provide services identified in this RFQ and include the following information:

   a. The identity of the individuals, the areas of law in which each specializes and the type of related transactions and/or litigation which the attorney has handled, the number of years of experience in such areas, and the extent to which each has analyzed laws, provided advice, and conducted investigations and litigation on issues relevant to the objective of this RFQ.

   b. Résumés of each member of the team, attached to the Response, as Appendix A.

   c. The courts in which each is admitted to practice, the year of admission, and the location of the principal place or places of business, if not included on a résumé.

2. Provide information concerning the qualifications of any law firms or consultants that your Law Firm intend to associate and how they will help obtain the desired outcomes. Include their ability, capacity, skill and number of years of experience in providing the necessary services.

3. Is your Law Firm, or any law firm you intend to associate for possible litigation against manufacturers and distributors of prescription opioids, or any consulting firm that your Law Firm intends to employ for possible litigation against manufacturers, distributors and/or prescribers of prescription opioids, a Small Business, a Minority and Women Business or a Veteran Owned Business?

D. Possible Litigation Approach and Process:

1. Describe what information your Law Firm needs from the City to determine if litigation should be initiated against manufacturers, distributors and/or prescribers of prescription opioids. How do you propose to acquire this information?

2. Identify potential issues/challenges your Law Firm foresees in completing litigation against manufacturers, distributors and/or prescribers of prescription opioids, including collecting judgments, if selected as Special Counsel.

3. Provide an estimate of the economic impact that prescription opioids have had on the City and its residents.

E. Conflicts of Interest:

1. Each Law Firm shall identify any conflicts of interest that may arise if the Law Firm is retained by the City to serve as Special Counsel and shall describe in its Response how it proposes to deal with such conflicts. Conflicts may arise not only from attorneys named in any contract between the City and Special Counsel to serve as Special Counsel as contemplated under this RFQ but also from representation of parties involved in other transactions or other matters involving the City or some other party by any other member of the Law Firm, regardless of whether that attorney is in the same office or a different office of the Law Firm.

2. The Law Firm shall describe in detail its existing system for identifying conflicts of interest in undertaking new representations. The Law Firm must include information about who maintains the records, how often the information is updated and at what stage of representation the check is made. The Law Firm shall provide a copy of its written conflicts policy or explain in detail why there is no written policy.

3. If the City retains the Law Firm, then prior to entering into any contract, the Law Firm shall provide assurances that potential conflicts have been discussed with other existing clients of the Law Firm who might be requested to engage other counsel for a specific transaction, and that those existing clients are amenable to such an inconvenience.

F. Evidence of Professional Liability Insurance:

1. The Law Firm shall describe its current professional liability insurance policies.

2. The Law Firm shall state whether it is willing to maintain in full force and effect during the term of any contract to serve as Special Counsel for the City professional liability insurance in an aggregate amount of not less than $10 million. In order to satisfy this requirement, the Law Firm must:

    a. Include a statement in its Response affirmatively responding to this requirement; and

    b. Include in its Response either:

        (1) A certificate of insurance or letter from its insurer demonstrating that the Law Firm meets this professional liability insurance requirement, or

(2) A commitment letter or other evidence, satisfactory to the City, that the Law Firm will have such coverage as of the date that any contract to serve as Special Counsel shall commence.

PREFERRED CONTRACT TERMS

The City has identified the following as key terms and Law Firms should consider these terms when deciding whether to respond to this RFQ. This list is not exhaustive and does not preclude other terms as requested by the City:

1. Attorney's Fees. The City is not to be liable to pay attorney's fees other than from amounts collected for the City by Law Firm for the claim by virtue of settlement, judgment or award, after any and all liens are satisfied, including any Medicare, Medicaid or insurance-company liens, as applicable ("Recovery"). **Compensation for attorney's fees to be paid to Law Firm by the City for the services under this Agreement shall be in the total amount of Fifteen Percent (15%) of the Recovery ("Contingency Fee").**

2. Costs and Expenses. **The CITY is not responsible for and is not liable to pay court costs, expenses of litigation, or any other costs or expenses for the Services, including City Staff Time (defined below), other than from a Recovery. CONTRACT COUNSEL shall advance all costs necessary to prepare, prosecute and otherwise resolve the Claim and will not be reimbursed for such costs and expenses unless and until there is a Recovery. The City will not be responsible for costs and expenses of the amount of costs and expenses exceeds the amount of the Recovery.** Costs advanced by the Firm are expenses necessary to investigate, prepare, prosecute and resolve the Claim, are to be deducted from the Recovery before the Contingency Fee is deducted, and include, but are not limited to, expenses for: photocopies; long distance telephone; facsimile; postage; overnight mail; photography and video; messenger; power point or computer presentations; investigation services; evidence storage; filing fees (state court fees are waived for the CITY); service of process; bond(s); records; travel; alternative dispute resolution; jury fees; outsourced exhibit preparation; mock trial and/or jury sampling; expert witnesses; expert and non-expert consultants with specialized knowledge or skills that will assist in the prosecution of the Claim including, but not limited to, for example, jury consultants and consultants having specialized knowledge or skills in e-discovery, medicine, rehabilitation, accounting, economics, product liability, pharmaceuticals and regulatory processes; and City Staff Time. The CITY understands that depending on the value and/or complexity of a Claim costs can, and often do, total hundreds of thousands of dollars, and in this case, will likely be millions of dollars.

RSOQ: 180317-JL

STATEMENT OF QUALIFICATION:

LAS VEGAS OPIOID LITIGATION

Presented By:

BARON & BUDD
PROTECTING WHAT'S RIGHT

LEVIN PAPANTONIO
THOMAS MITCHELL RAFFERTY & PROCTOR P.A.

POWELL & MAJESTRO PLLC

MCHUGH FULLER
LAW GROUP

GREENE KETCHUM
FARRELL BAILEY & TWEEL LLP
Personal Injury Attorneys

HPCB&D
Hill, Peterson, Carper, Bee & Deitzler, PLLC

BARON B BUDD, P.C.®

DALLAS | AUSTIN | BATON ROUGE | NEW ORLEANS | LOS ANGELES
SAN DIEGO | NEW JERSEY | NEW YORK | WASHINGTON, D.C.

800.222.2766
tel 214.521.3605
fax 214.520.1181

Home Office:
3102 Oak Lawn Avenue
Suite 1100
Dallas, TX 75219-4281

May 15, 2018

Via NGEM and Federal Express
John R. Lonborg
City of Las Vegas, Purchasing Department
495 South Main Street, 3rd Floor
Las Vegas, NV 89101

Re: 180317-JL – RSOQ Outside Counsel for Opioid Litigation

Dear Mr. Lonborg:

The law firms of Baron & Budd, P.C. and Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, PA, together with their National Consortium Co-Counsel Greene, Ketchum, Farrell, Bailey & Tweel, LLP; McHugh Fuller Law Group, PLLC; Hill, Peterson, Carper, Bee & Dietzler, PLLC; and Powell & Majestro, PLLC, (the "Firms" or the "Legal Team"), submit this response to the City of Las Vegas's Request for Statements of Qualification.

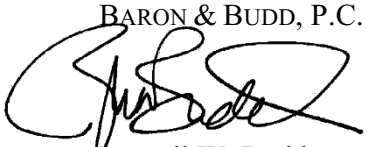
The Firms offer heavyweight resources and experience. The firms comprising our Consortium have taken on and defeated Big Tobacco, Asbestos, BP, and DuPont, as well as numerous pharmaceutical and medical device giants, including Bayer, Merck, Johnson & Johnson, Abbvie, Stryker, and Roche.

The opioid litigation is receiving our utmost attention. Attorneys in the Consortium legal team developed the diversion theories at the heart of the current opioid litigation, and currently represent more than 450 governmental entities and sovereign Indian Nations in their litigation against prescription opioid manufacturers and distributors (see **Exhibit 1** for a representative list). This group has investigated and filed more cases against opioid manufacturers and distributors than any other group in the country, and our attorneys occupy five leadership seats in the recently created opioid multidistrict litigation (MDL), including Co-lead Counsel, Co-liaison Counsel, and three positions on the Plaintiffs' Executive Committee.

The Firms have devoted significant manpower and financial resources to carrying out this litigation from beginning to end. We routinely front thousands of attorney hours and millions of dollars in costs in exchange for being compensated via a contingency fee arrangement, under which, if the client does not obtain a recovery, the client does not pay any fees or costs. We propose this same arrangement to the City of Las Vegas.

Sincerely,

BARON & BUDD, P.C.



Russell W. Budd

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Appendix A: Biographies of the Legal Team

Exhibit 1: Representative List of Clients as of the Date of Submission

Exhibit 2: Baron & Budd Representing States' Attorneys Generals in Pharmaceutical Litigation

Response to Request for Statements of Qualification

RSOQ 180317-JL

A. General Experience and Information Concerning the Company:

1. **Provide general information about your Company – Number of years in existence, number of attorneys, areas of expertise, financial and manpower support capacity, etc.**

2. **Within the past three years, have there been any significant developments in your Company such as changes in ownership or restructuring? Do you anticipate any significant changes within the next five (5) years? Please describe.**

3. **Describe the on-line services, publications and other resources maintained by your Company dealing with the Subject Matter Areas, including subscription services and periodicals.**

4. **Has your Company or an attorney in your Company's employ who would have any involvement with the possible provision of legal assistance, advice, or representation contemplated by this RSOQ ever been disciplined or censured by any regulatory body? If so, describe the principal facts.**

5. **Within the last five (5) years, has your Company, or a partner or attorney in your Company, been involved in litigation or other legal proceedings relating to provision of legal services? If so, provide a brief explanation and indicate the current status or disposition.**

6. **List all current litigation(s) in which your Company is a defendant. Provide a brief explanation and indicate the current status or disposition.**

7. **Does your Company represent any other states or governmental entities? If so, list the entity, and provide a contact and telephone number.**

8. **Please describe your Company's backup procedures in the event one or more attorneys assigned to a matter contemplated by this RSOQ leave the Company.**

Baron & Budd, P.C.

1. Baron & Budd, PC is a professional corporation that was founded in 1977 with offices in Dallas and Austin, Texas; Baton Rouge and New Orleans, Louisiana; Los Angeles and San Diego, California; and Washington, D.C. Baron & Budd is one of the largest and most accomplished plaintiffs' law firms in the country. The firm employs 60 attorneys and approximately 120 support staff, which includes paralegals, legal secretaries, technical support personnel and accounting personnel. For nearly 40 years, Baron & Budd has represented individuals, businesses, and public entities in matters from coast to coast. The firm's experience and capacity in complex litigation are virtually unmatched. Its primary focus is on representing plaintiffs on a

contingency fee basis, and its significant areas of litigation include environmental damages cases, occupational and environmental injury cases, property damage claims, pharmaceutical injury cases, investor protection, consumer protection, and class action litigation.

Baron & Budd is financially solvent and capable of financing the cost of any matter brought on behalf of the City through all stages of litigation. Baron & Budd has over thirty-five years of experience handing and financing complex litigation, and it has never ended a fiscal year with negative net taxable income. Baron & Budd has an established line of credit, which it carries to ensure that it is financially capable of handling even the most complex and costly cases from outset to conclusion.

2. Within the past three years, there have not been any significant developments at Baron & Budd and we do not anticipate any significant changes within the next five (5) years.

3. Baron & Budd maintains a website online www.baronandbudd.com on which it maintains blog postings and press releases regarding the lawsuits that have been filed. The firm subscribes to hundreds of subscriptions and periodicals.

4. No.

5. No.

6. None.

7. Baron & Budd represents hundreds of public entities in environmental damages cases, pharmaceutical fraud cases, investor protection, and consumer protection litigation. Baron & Budd is part of a national consortium of firms representing over 450 public entities in opioids litigation alone. Please see **Exhibit 1** for a list of representative clients and contact information.

8. The bulk of Baron & Budd's group of attorneys and staff have worked together for many years on a variety of matters, and have developed a successful team approach to complex litigation. This depth of highly qualified attorneys available for day-to-day management, supervision and control of the project will ensure that the City will receive premier legal services. In the unlikely event that key Baron & Budd personnel assigned to City matters leave the firm or are otherwise unable to perform, Baron & Budd will assign highly experienced and similarly qualified attorneys to fulfill the City's needs. Should such a situation arise, the lead attorney will review any proposed substitution with the City.

Levin Papantonio

1. Levin Papantonio was established in 1955 and is "AV" rated with nearly 40 attorneys and more than 150 support staff. In the past 25 years the firm has received more than 150 jury verdicts throughout the country in the amount of $1 million or more each and has achieved verdicts and settlements in excess of $3 billion. Two of its

attorneys have been inducted into the National Trial Lawyer Hall of Fame and four have been listed in Best Lawyers in America. The firm pioneered the tobacco litigation and, recently, victories by Levin Papantonio attorneys, including Mike Papantonio and Jeff Gaddy, in the nationwide DuPont C8 litigation helped bring about a $670 million settlement in February 2017. The firm's attorneys have been profiled by the New York Times, Los Angeles Times, Forbes, Time Magazine, Newsweek, Fox News, ABC News, CNN, The American Lawyer, and the National Law Journal. Firm attorneys are routinely called upon to speak at industry and legal education seminars across the nation.

Levin Papantonio is a nationally recognized litigation firm that has built a reputation on its willingness to litigate to verdict complex disputes against some of the world's largest companies. The firm routinely litigates cases that require thousands of attorney hours and millions in expenses.

2. Within the past three years, there have not been any significant developments at Levin Papantonio and we do not anticipate any significant changes within the next five (5) years.

3. Levin Papantonio maintains a website online www.levinlaw.com on which it maintains blog postings and press releases regarding the lawsuits that have been filed. The firm subscribes to hundreds of subscriptions and periodicals.

4. No.

5. No.

6. None.

7. Levin Papantonio represents hundreds of public entities in various types of litigation and the firm is part of a national consortium of firms representing over 450 public entities in opioids litigation alone. Please see **Exhibit 1** for a list of representative clients and contact information.

8. The bulk of Levin Papantonio's group of attorneys and staff have worked together for many years on a variety of matters, and have developed a successful team approach to complex litigation. This depth of highly qualified attorneys available for day-to-day management, supervision and control of the project will ensure that the City will receive premier legal services. In the unlikely event that key firm personnel assigned to City matters leave the firm or are otherwise unable to perform, the firm will assign highly experienced and similarly qualified attorneys to fulfill the City's needs. Should such a situation arise, the lead attorney will review any proposed substitution with the City.

B. Subject Matter Areas Experience:

1. Provide a detailed description of the Company's experience in the Subject Matter Areas, including identification of the approximate number of

engagements involving the Subject Matter Areas during the last five (5) years. Of those engagements, the Company should select no more than five (5) illustrative matters and provide the following information:

a. **Nature of the matter and the Company's role;**

b. **The year and the approximate dollar amount of the claim;**

c. **Status of case and range of responsibilities; and**

d. **Disposition of case, and if relevant, a description of damages negotiated/awarded or other relief obtained.**

e. **Company/agency/department/office to which legal services were provided, including contact information and email address, to be used as references.**

Avandia Litigation – Baron & Budd

Baron & Budd attorneys, together with co-counsel, represented the States of Mississippi, West Virginia, Utah, New Mexico, Maryland, Kentucky, and South Carolina in litigation against GlaxoSmithKline, LLC for the fraudulent marketing of the diabetes drug Avandia. The state causes of action litigated in these 7 cases included state consumer protection and, where applicable, state Medicaid Fraud statutes. These cases settled in 2013 for $177 million.

Commonwealth of Kentucky, ex rel. Jack Conway, Attorney General v. GlaxoSmithKline LLC, formerly SmithKline Beecham Corporation d/b/a GlaxoSmithKline; 13-CI-208, Division I, Franklin Circuit Court, Commonwealth of Kentucky;

The State of Maryland v. GlaxoSmithKline LLC, formerly SmithKline Beecham Corporation d/b/a GlaxoSmithKline; No. 24-C-13-000983, Circuit Court for Baltimore City, Maryland;

Jim Hood, Attorney General of the State of Mississippi, ex rel. The State of Mississippi v. GlaxoSmithKline, LLC, formerly SmithKline Beecham Corporation d/b/a GlaxoSmithKline; Civil Action No.: G-2011-1344, Chancery Court of Hinds County, Mississippi;

The State of New Mexico By and Through the Attorney General for the State of New Mexico, Gary King v GlaxoSmithKline, LLC, formerly SmithKline Beecham Corporation d/b/a GlaxoSmithKline; Case No. D-101-CV-2012-01432, First Judicial District Court for the County of Santa Fe, New Mexico;

State of South Carolina, ex rel. Alan Wilson, in his capacity as Attorney General of the State of South Carolina v. GlaxoSmithKline, LLC, formerly SmithKline Beecham Corporation d/b/a GlaxoSmithKline; Civil Action No.: 2011-CP-42-2174, South Carolina Court of Common Pleas, Seventh Judicial District, County of Spartanburg;

Mark L. Shurtleff, Attorney General of the State of Utah, ex rel. the State of Utah v. GlaxoSmithKline, LLC, formerly SmithKline Beecham Corporation d/b/a GlaxoSmithKline; Civil No. 100423795, Third Judicial District Court of Salt Lake County, West Jordan Department, State of Utah;

State of West Virginia v. GlaxoSmithKline, LLC, formerly SmithKline Beecham Corporation d/b/a GlaxoSmithKline; Case No.: 12-C-085, Wayne County Circuit Court.

These actions arose from GlaxoSmithKline's ("GSK") deceptive acts in wrongfully and illegally marketing, promoting, and selling the diabetes medication *rosiglitazone maleate*, sold by GSK under the trade names Avandia, Avandamet, and Avandaryl (hereafter referred to as "Avandia"). GSK engaged in an illegal and deceptive marketing program nationwide to promote the use of Avandia as an alleged "wonder drug" in the treatment of diabetes. Through a variety of schemes, including corrupting the medical literature, threatening a preeminent physician, and dishonest promotions, GSK sold Avandia as a "significant advance" in diabetes treatment. GSK affirmatively represented that Avandia was superior to existing drugs, such as metformin and sulfonylureas, at lowering diabetics' blood sugar, a critical goal in diabetes treatment. GSK affirmatively represented that Avandia could reduce diabetics' cardiovascular risks when GSK in fact knew that Avandia posed serious cardiovascular risks, including heart attack and sudden cardiac death.

As a result of GSK's exploitation of the States' Employee Healthcare and Medicaid programs, the States dispensed millions of dollars of State funds in purchasing Avandia. The States also paid and must cover the costs of care for those Employees and Medicaid recipients rendered chronically ill and/or injured by Avandia's undisclosed side effects. Included in the causes of action brought by the States were allegations regarding violations of the states' consumer protection laws, false claims acts, truth in advertising laws, and where applicable, state Medicaid Fraud statutes.

Baron & Budd shareholder Laura Baughman managed the firm's day-to-day work and strategy on this litigation, including propounding and responding to discovery, motion practice, meet and confers with defendants counsel, working closely with experts and with representatives from the Attorneys General offices and local counsel. Of Counsel Ann Saucer was a primary author of briefing for the cases (including motions to remand, responses to motions to dismiss, and responses to motions to disqualify outside counsel) filed by the Commonwealth of Kentucky and states of Mississippi, Maryland, Utah and West Virginia.

Baron & Budd Managing Shareholder, Russell Budd, played a key role in negotiating the settlement of the seven States' claims for $177 million in 2013. In comparison, the federal/multi-state settlement of 37 States and the District of Columbia resulted in a collective settlement of $90 million for those 38 entities combined.

Reference:

Mississippi Office of the Attorney General
Jim Hood, Attorney General of the State of Mississippi
George W. Neville
Special Assistant Attorneys General

Post Office Box 220 (39205-0220)
550 High Street, Suite 1200
Jackson, MS 39201
Tel: 601-359-3680
gnevi@ago.state.ms.us

New Mexico Office of Attorney General, Opioids Case

State of New Mexico, ex rel. Hector H. Balderas, Attorney General vs. Purdue Pharma, et al., Case No.: 1:18-cv-386 (D. N.M.); (State Court Case No. D-101-CV-2017-02541, First Judicial District Court, County of Santa Fe, New Mexico)

This case was brought in 2017 by the Attorney General of the State of New Mexico to eliminate the hazard to public health and safety in New Mexico caused by the opioid epidemic, to abate the nuisance in New Mexico, and to recoup State monies that have been spent as a result of Defendants' false, deceptive and unfair marketing and/or unlawful diversion of prescription opioids. Baron & Budd shareholders Russell Budd, Laura Baughman and Burton LeBlanc, along with Baron & Budd Of Counsel Ann Saucer and Alicia Butler, are assisting the Attorney General's office with drafting pleadings and formulating strategy in the early stages of the litigation. The case was recently removed to federal court by defendants in this matter. Laura Baughman and Ann Saucer are assisting the Attorney General's office with efforts to remand the case back to state court.

Reference:
New Mexico Office of the Attorney General
Hector H. Balderas, Attorney General of the State of New Mexico
Tania Maestas, Deputy Attorney General
Consumer & Environmental Protection Division
408 Galisteo Street
Santa Fe, New Mexico 87501
Tel: 505-827-6000

Baron & Budd also represents the Attorneys General of the States of Hawai'i, Mississippi and New Mexico in pharmaceutical litigation unrelated to opioids. Additional details regarding these cases are attached as **Exhibit 2**.

Oil Spill by Deepwater Horizon - Levin Papantonio and Baron & Budd

In Re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010, MDL NO. 2179, United States District Court for the Eastern District of Louisiana

The April 20, 2010, explosion and subsequent sinking of the Deepwater Horizon oil rig in the Gulf of Mexico resulted in the largest accidental oil spill in history. Over the course of several months, more than 150 million gallons of oil were released into the Gulf of Mexico. As a result, tens of thousands of individuals and businesses have been adversely affected.

In response to tremendous political and public pressure, BP agreed to establish a $20 billion compensation fund designed to reimburse those who have suffered economic harm as a

result of the oil spill. The first suits in the MDL were brought in April of 2010, shortly after the original incident on the "Deepwater Horizon." Final approval of settlements was granted on February 15, 2017.

In the Oil Spill litigation, there were several types of claims made, including MDL claims on behalf of individuals and businesses, as well as opt-out claims, and governmental fines. To date, approximately $12 billion of the $20 billion settlement has been successfully dispersed.

Levin Papantonio and Baron & Budd represented several thousand claims from thousands of unique clients. These clients ranged from individual claimants to large corporations and government entities and municipalities. Due to confidentiality and privacy concerns that contact information is not listed here.

2. Provide a brief description of areas of the law in which your Company has an expertise or your Company's involvement in other cases which would have a significant relationship to the objective of this RSOQ.

The firms comprising our Consortium have taken on and defeated Big Tobacco, Asbestos, BP, and DuPont, as well as numerous pharmaceutical and medical device giants, including Bayer, Merck, Johnson & Johnson, Abbvie, Stryker, and Roche.

The opioid litigation is receiving our utmost attention. Attorneys in the Consortium legal team developed the diversion theories at the heart of the current opioid litigation, and currently represent more than 450 governmental entities and sovereign Indian Nations in their litigation against prescription opioid manufacturers and distributors. Our group has investigated and filed more cases against opioid manufacturers and distributors than any other group in the country, and our attorneys occupy five leadership seats in the recently created opioid multidistrict litigation (MDL), including Co-lead Counsel Paul Farrell, Co-liaison Counsel Troy Rafferty, and three positions on the Plaintiffs' Executive Committee – Michael Fuller, Peter Mougey and Roland Tellis.

C. Team Qualifications:

1. Provide a detailed description of the team that would provide services identified in this RSOQ and include the following information:

a. The identity of the individuals, the areas of law in which each specializes and the type of related transactions and/or litigation which the attorney has handled, the number of years of experience in such areas, and the extent to which each has analyzed laws, provided advice, and conducted investigations and litigation on issues relevant to the objective of this RSOQ.

b. Résumés of each member of the team, attached to the Response, as Appendix A.

c. The courts in which each is admitted to practice, the year of admission, and the location of the principal place or places of business, if not included on a résumé.

2. **Provide information concerning the qualifications of any consultants that your company intends to associate and how they will help obtain the desired outcomes. Include their ability, capacity, skill and number of years of experience in providing the necessary services.**

Our Legal Team consists of the following law firms:

- Baron & Budd, PC
- Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, PA
- Greene, Ketchum, Farrell, Bailey & Tweel, LLP
- McHugh Fuller Law Group, PLLC
- Hill, Peterson, Carper, Bee & Dietzler, PLLC
- Powell & Majestro, PLLC

The members of our Legal Team are all trial law firms who specialize in complex litigation. While all members of our Legal Team have a history of pursuing these types of cases, Levin Papantonio and Baron & Budd are widely considered giants in the world of mass torts and complex litigation and have been leaders in national lawsuits going back to the days of asbestos and tobacco. Additionally, several of our firms are located in Southern West Virginia – the area that is largely viewed as the epicenter of the opioid epidemic – and they have seen the effects of this public health crisis first-hand and are some of the innovators of this litigation.

There should be no doubt our Legal Team possesses the resources to adequately carry out this litigation from beginning to end. Our Legal Team consists of six highly successful national law firms, whose business models consist of fronting thousands of attorney hours and millions of dollars in costs in exchange for being compensated via a contingency fee. This case is receiving our utmost attention and we have and will continue to devote significant manpower and financial resources in our effort to hold the pharmaceutical industry accountable for the harm caused by their actions and inactions.

As mentioned herein, the firms in our Legal Team currently represent more than 450 local governments in opioid litigation. To support this effort, we have collectively committed more than 30 attorneys dedicated to work full time on the opioid litigation. While a brief profile of each firm is listed below, biographies and experience of each of the attorneys working on this litigation, can be found in the attached **Appendix A.**

The financial resources of our Legal Team are robust. All six Legal Team firms have long histories of success and profitability, and several of our firms have established lines of credit that ensure that we are financially capable of handling even the most complex and costly cases from outset to conclusion. As discussed herein, we have already retained a stable of experts to develop the legal, factual, and damages theories, and we will continue to retain additional experts as needed to prove the City's claims.

Following is a brief biography of each of the law firms that comprise our Legal Team:

Baron & Budd
Baronandbudd.com

Baron & Budd, PC is a professional corporation that was founded in 1977 with offices in Dallas and Austin, Texas; Baton Rouge and New Orleans, Louisiana; and, Los Angeles and San Diego, California. Baron & Budd is one of the largest and most accomplished plaintiffs' law firms in the country. The firm employs 60 attorneys and approximately 120 support staff, which includes paralegals, legal secretaries, technical support personnel and accounting personnel.

For nearly 40 years, Baron & Budd has represented individuals, businesses, and public entities in matters from coast to coast. The firm's experience and capacity in complex litigation are virtually unmatched. Its primary focus is on representing plaintiffs on a contingency fee basis, and its significant areas of litigation include environmental damages cases, occupational and environmental injury cases, property damage claims, pharmaceutical injury cases, investor protection, consumer protection, and class action litigation.

Levin Papantonio
Levinlaw.com

Levin Papantonio was established in 1955 and is "AV" rated with nearly 40 attorneys and more than 150 support staff. In the past 25 years the firm has received more than 150 jury verdicts throughout the country in the amount of $1 million or more each and has achieved verdicts and settlements in excess of $3 billion. Two of its attorneys have been inducted into the National Trial Lawyer Hall of Fame and four have been listed in Best Lawyers in America. The firm pioneered the tobacco litigation and, recently, victories by Levin Papantonio attorneys, including Mike Papantonio and Jeff Gaddy, in the nationwide DuPont C8 litigation helped bring about a $670 million settlement in February 2017. The firm's attorneys have been profiled by the New York Times, Los Angeles Times, Forbes, Time Magazine, Newsweek, Fox News, ABC News, CNN, The American Lawyer, and the National Law Journal. Firm attorneys are routinely called upon to speak at industry and legal education seminars across the nation.

Levin Papantonio is a nationally recognized litigation firm that has built a reputation on its willingness to litigate to verdict complex disputes against some of the world's largest companies. The firm routinely litigates cases that require thousands of attorney hours and millions in expenses.

Greene Ketchum
greeneketchum.com

Greene, Ketchum, Farrell, Bailey & Tweel LLP is a West Virginia limited Liability partnership originally founded in 1955 in Huntington, West Virginia. The law firm has 5 trial attorneys licensed in West Virginia, Ohio, and Kentucky with 6 members of the support staff and is considered one of the most experienced regional firms in the fields of opioid litigation, medical malpractice and coal mining accidents. Paul Farrell, Jr. is an experienced lawyer having served as trial counsel for the transvaginal mesh MDL bellwether trials in the United States District Court for the Southern District of West Virginia. Mr. Farrell has been instrumental in bringing national attention to the opioid epidemic plaguing central Appalachia and now

represents communities nationwide and he was recently appointed Plaintiffs Co-Lead Counsel in the newly formed MDL 2804, *In re National Prescription Opiate Litigation*.

Greene Ketchum attorneys have successfully tried numerous civil cases to verdict in state and federal courts. Their skilled advocacy has returned millions of dollars in verdicts for their clients in both trial settings and settlements. The firm's attorneys have been recognized by legal organizations for excellence and included in The National Advocates Top 100 Trial Lawyers and West Virginia Super Lawyers®.

McHugh Fuller
mchughfuller.com

McHugh Fuller Law Group, established in 2006, is a trial firm based out of Hattiesburg, Mississippi that specializes in complex litigation and trials in the health and medical fields. With 8 attorneys and 27 support staff, the firm functions as an elite trial team made up of experienced litigators and legal writers.

The attorneys at McHugh Fuller are admitted to practice law in eighteen states including Tennessee, Alabama, Arkansas, Florida, Georgia, Illinois, Kentucky, Michigan, Mississippi, Missouri, New Hampshire, New York, Ohio, Oklahoma, Pennsylvania, Texas, West Virginia, Wisconsin, as well as the District of Columbia. Our lawyers have tried hundreds of cases, obtaining multi-million-dollar verdicts in courts throughout the country. The attorneys at McHugh Fuller have amassed over three-hundred million dollars in jury verdicts alone and have successfully handled appeals before State Supreme Courts and Courts of Appeal in seven states, numerous Federal District Courts, the U.S. Courts of Appeal for the Fourth, Fifth, and Eleventh Circuits, and the United States Supreme Court. Most of the attorneys have A-V ratings and many have received recognition by various groups and publications as being top in their field of practice. Mike Fuller was recently appointed to the Plaintiffs Executive Committee in MDL 2804, *In re National Prescription Opiate Litigation*.

Hill Peterson
hpcbd.com

The Law Firm of Hill, Peterson, Carper, Bee & Deitzler was founded in 1980 by Senior Partner, R. Edison Hill. Located in Charleston, West Virginia, the firm is structured with 5 Partners, 3 Associate Attorneys and 15 Staff Members. Our attorneys have extensive legal experience both in and out of the courtroom along with a broad network of resources to undertake a wide variety of complicated claims including, but not limited to Mass Torts and Class Action Litigation, Defective Drug Litigation, and Opioid Distribution Liability.

Hill Peterson's attorneys were awarded the prestigious Trial Lawyer of the Year award by Public Justice in 2005 for their work on the successful class action litigation *Leach, et al. v. E. I. du Pont de Nemours and Company* involving representation of plaintiffs who suffered various cancers and other illnesses due to exposure through drinking water to the chemical ammonium perfluorooctanoate ("PFOA" or "C-8"), a chemical utilized in the manufacture of Teflon. The firm's attorneys also served on the Plaintiffs Steering Committee for *In re: E. I. DuPont de Nemours and Company C-8 Personal Injury Litigation*, which has reached a global settlement of

close to $1 billion. Hill, Peterson, Carper, Bee & Deitzler, PLLC, has been designated by "Benchmark Plaintiff" (The Definitive Guide to American Leading Plaintiff Firms & Attorneys) as one of West Virginia's three top and "highly recommended" litigation law firms.

Powell & Majestro
powellmajestro.com

Since 2002, the attorneys of Powell & Majestro, PLLC have been protecting the interests of individuals, families, and businesses in West Virginia, as well as handling complex litigation nationwide. Our three attorneys and two support staff have years of experience in complex litigation. The firm's practice areas include Consumer Protection, Maritime Law, Products Liability, Workplace Injuries, and Consumer Debt.

Firm	Location	Attorneys	Function/Roles
Baron & Budd	3102 Oak Lawn Ave. Suite 1100 Dallas, TX 75219	Russell Budd Laura Baughman Ann Saucer Chris Mansour Daniel MacDonald	Litigation strategy, taking depositions, arguing in court, settlement negotiations, drafting pleadings and discovery, research and briefing complex legal issues, reviewing documents, working with key experts, writing briefs, and appellate work. B&B also has an in-house document review system and full-service copy center.
	2600 CitiPlace Suite 400 Baton Rouge, LA 70808	Burton LeBlanc (also serves as State Attorneys General Liaison Counsel to the Plaintiffs Executive Committee in the opioids MDL)	
	7000 North Mopac Suite 200 Austin, TX 78731	Alicia Butler	
	15910 Ventura Blvd. Suite 1600 Encino, CA 91436	Roland Tellis* Mark Pifko *Roland Tellis has been appointed to the Plaintiffs Executive Committee in the opioids MDL	

Firm	Location	Attorneys	Function/Roles
Levin Papantonio	316 S. Baylen Street Pensacola, FL 32502	Mike Papantonio Troy Rafferty* Peter Mougey** Laura Dunning Page Poerschke Archie Lamb Jeff Gaddy *Troy Rafferty has been appointed Plaintiffs Liaison Counsel in the opioids MDL **Peter Mougey has been appointed to the Plaintiffs Executive Committee in the opioids MDL	Litigation strategy, taking depositions, arguing in court, settlement negotiations, drafting pleadings and discovery, research and briefing complex legal issues, reviewing documents, working with key experts, writing briefs, and appellate work.
Greene Ketchum	419 11th St. Huntington, WV 25701	Paul Farrell* Bert Ketchum *Paul Farrell has been appointed Plaintiffs Co-Lead Counsel in opioids MDL	Litigation strategy, drafting pleadings and discovery, taking depositions, arguing in court.
Hill Peterson	500 Tracy Way Charleston, WV 25311	Ed Hill Jim Peterson	Litigation strategy, taking depositions, arguing in court.
McHugh Fuller	97 Elias Whiddon Rd. Hattiesburg, MS 39402	Mike Fuller* Amy Quezon *Mike Fuller has been appointed to the Plaintiffs Executive Committee in the opioids MDL	Litigation strategy, drafting pleadings and discovery, taking depositions, arguing in court.
Powell & Majestro	405 Capitol Street Suite 1200 Charleston, WV 25301	Anthony Majestro	Draft pleadings, discovery, motions, briefs, take depositions, argue motions, work with experts, aid with overall litigation and trial strategy, and appellate work.

3. **Is your Company, or any Company you intend to associate for possible litigation against manufacturers and distributors of prescription opioids, or any consulting Company that your Company intends to employ for possible litigation against manufacturers, distributors and/or prescribers of prescription opioids, a Small Business, a Minority and Women Business or a Veteran Owned Business?**

Although several of the firms comprising our Legal Team are considered small businesses, as well as the firms of our experts and consultants, none have yet been qualified as a small businesses per the Nevada Department of Business & Industry.

D. Possible Litigation Approach and Process:

1. **Describe what information your Company needs from the City to determine if litigation should be initiated against manufacturers, distributors and/or prescribers of prescription opioids. How do you propose to acquire this information?**

The most helpful information the City could provide would be data on how the opioid crisis has harmed the City and its residents, monetarily and otherwise. These data could include statistics on rates and types of licit and illicit drug use in Las Vegas; costs of medical care, additional therapeutic and prescription drug purchases, and other treatments for patients suffering from opioid-related addiction or disease, including overdoses and deaths; costs of counseling and rehabilitation services; costs for treatment of infants born with opioid-related medical conditions; rates and costs of welfare for children whose parents suffer from opioid-related disability or incapacitation; costs of opioids distributed through Las Vegas healthcare programs; and costs of law enforcement and public safety issues relating to the opioid epidemic.

The Firms propose to work with the City to ascertain which of these costs fall upon it, to further ascertain which departments within the City may possess statistics or cost data relevant to this potential litigation, and to work with those departments to enable the sharing, with all necessary confidences, of those statistics and data with the Firms to further their investigation and prosecution of this potential litigation.

2. **Identify potential issues/challenges your Company foresees in completing litigation against manufacturers, distributors and/or prescribers of prescription opioids, including collecting judgments, if selected as Special Counsel.**

The Firms have vast, decades-long experience as nationwide leaders in plaintiffs' litigation pursing similar causes of action on behalf of individuals as well as government entities throughout the country, and are confident we can rise to the challenges posed by this proposed litigation. Nonetheless, as with all complex civil litigation, the Firms cannot guarantee that the City will recover through judgment or settlement. Specific issues and challenges include the following:

- Due to the complexity of this proposed litigation and based on the Firm's prior experience in similarly complex litigation, the Firms expect that this litigation may take several years to arrive at a final judgment or settlement. This timeframe

may be further extended by dilatory tactics on the part of the defendants, who may seek to draw out the litigation as long as possible.

- If the defendants pay judgments or settlements in litigation by other government entities, or are for any other reason financially weak, the defendants may not have the financial ability to later pay a judgment, or provide a valuable settlement, to the City. If the defendants lack assets within the state of Nevada, the City may be unable to attach assets in satisfaction of any unpaid judgment.

- The defendants may argue that were unaware of illicit downstream use of their opioid pharmaceuticals and are therefore not causally responsible for damages incurred by the City or residents of the City.

- The defendants may argue that actions are barred by the applicable statute of limitations or repose.

3. Provide an estimate of the economic impact that prescription opioids have had on the City and its residents.

Las Vegas is in the midst of a public health crisis stemming from the flood of opioids pouring into the City. In 2016, in Clark County, 841.66 opioid prescriptions were written per 1,000 residents, contributing to 12.3 opioid overdose deaths per 100,000 residents. Nev. Dep't of Health & Human Servs., *Opioid Dashboard*, https://opioid.snhd.org. "Since 2008, more Clark County residents have died each year from opioid overdoses than firearms or motor vehicle traffic accidents. In 2012-2014, the mortality rate from opioid overdoses in Clark County was almost 70% higher than the national rate." PACT Coalition, *Opioid Epidemic in Southern Nevada* (2017), https://pactcoalitionblog.files.wordpress.com/2017/11/2017nvleg _opioidfactsheet.pdf.

As the most populous municipality in Clark County, the City of Las Vegas has suffered significant costs imposed by the opioid crisis, likely including costs such as those for (1) medical care, additional therapeutic and prescription drug purchases, and other treatments for patients suffering from opioid-related addiction or disease, including overdoses and deaths; (2) counseling and rehabilitation services; (3) treatment of infants born with opioid-related medical conditions; (4) welfare for children whose parents suffer from opioid-related disability or incapacitation; (5) payments for illegally distributed opioids through government payor programs; and (6) law enforcement and public safety relating to the opioid epidemic.

The City of Las Vegas's best opportunity for obtaining relief through legal action is a lawsuit in federal court. The legal theories arising out of the federal controlled substance act and RICO invoke federal question subject matter jurisdiction and cannot remain in state court. Not only does a federal case afford the strongest causes of action, but federal courts have robust powers, including broad subpoena power, that we can use to the City's advantage.

The opioid-related cases that have been filed across the country on behalf of local governments were recently consolidated in front of a single federal judge—Judge Dan Polster in the Northern District of Ohio—into MDL 2804, *In Re: National Prescription Opiate Litigation*.

The MDL process permits the temporary transfer of civil lawsuits to one district court for pretrial consideration and/or consolidation. The purpose of the MDL is to promote efficiency and consistency by reducing the risk of contrary legal opinions and allowing for coordinated discovery. If the City's lawsuit is filed in federal court, which we recommend, it will also become part of this pending MDL.

As stated above, members of our Legal Team developed the diversion and RICO theories at the heart of the current opioid litigation, and currently represent more than 450 governmental entities and sovereign Indian Nations in their litigation against prescription opioid manufacturers and distributors. We have investigated and filed more cases against opioid manufacturers and distributors than any other group in the country, and our attorneys occupy five leadership seats in the Opioid MDL, including Co-lead Counsel; Co-liaison Counsel; and three Plaintiffs' Executive Committee positions.

Based on our investigation and experience in other litigation against wholesale distributors and manufacturers of prescription opioids, the Firms believe that the City of Las Vegas may have causes of action based on Nevada's nuisance statutes; the federal Racketeer Influenced and Corrupt Organizations (RICO) Act and Nevada racketeering statutes; and claims arising under the Nevada Food, Drug, and Cosmetic Act, Nevada consumer-protection law, and Nevada tort law.

Potential Causes of Action

In Nevada, a nuisance action may be brought to abate, *inter alia*, "[a]nything which is injurious to health . . . so as to interfere with the comfortable enjoyment of life." Nev. Rev. Stat. Ann. § 40.140. The Firms believe that Las Vegas may pursue a civil action for abatement of public nuisances and recovery of damages caused by the diversion of prescription opioids into illicit channels.

The Firms also believe that Las Vegas may pursue civil action for racketeering activity prohibited under both the federal Racketeer Influenced and Corrupt Organizations (RICO) Act and Nevada racketeering statutes. The federal RICO Act prohibits "(1) conduct (2) of an enterprise (3) through a pattern (4) of racketeering activity." *Sedima, S.P.R.L. v. Imrex Co.*, 473 U.S. 479, 496 (1985) (footnote omitted); *see* 18 U.S.C. § 1962 (prohibiting racketeering activity). Nevada law similarly prohibits engaging in racketeering activity. Nev. Rev. Stat. Ann. § 207.400. The Firms would consider bringing racketeering claims against opioid manufacturers and/or wholesale distributors predicated on mail and/or wire fraud, as well as failure to comply with controlled substances laws.

For over a decade, opioid manufacturers and distributors aggressively sought to bolster their revenue, increase profit, and grow their share of the prescription painkiller market by unlawfully and surreptitiously increasing the volume of opioids they sold and distributed. However, manufacturers and distributors were limited by federal and state requirements to, *inter alia*, maintain effective controls against diversion of the controlled substances that they manufacturer or distribute; design and operate a system to identify suspicious orders of controlled substances, halt such unlawful sales, and report them to the Drug Enforcement Administration (DEA) and the Food and Drug Administration (FDA); and make

sales within a limited quota set by the DEA for the overall production of controlled substances like opioids. Finding it impossible to legally achieve their ever-increasing sales ambitions, opioid manufacturers and distributors worked together as an enterprise to systematically and fraudulently engage in unlawful sales of painkillers which, in turn, artificially and illegally increased the annual production quotas throughout the United States for opioids allowed by the DEA. The opioid manufacturers and distributors operated their enterprise by hiding from the public, suppressing, and/or ignoring warnings from third parties, whistleblowers, and governmental entities about the reality of the suspicious orders that the distributors were filling on a daily basis, leading to the diversion of tens of millions of doses of prescriptions opioids into the illicit market and increasing production quotas.

Finally, opioid manufacturers and/or wholesale distributors are potentially liable for several other causes of action, including violations of the Nevada Food, Drug, and Cosmetic Act, Nev. Rev. Stat. Ann. § 585.520 (prohibiting manufacture, sale, and distribution of misbranded or adulterated drugs), Nevada consumer-protection law, *id.* § 598.0915 (prohibiting engaging in deceptive trade practices), strict products liability (design defect and failure to warn), fraud, negligence, fraudulent and negligent misrepresentation, and breach of implied and express warranties.

Damages Assessment and Available Relief

Actual damages for these costs are available under Nevada nuisance law, Nev. Rev. Stat. Ann. § 40.140; federal racketeering law, 18 U.S.C. § 1964(c); state racketeering law, Nev. Rev. Stat. Ann. § 207.470(1); Nevada's deceptive trade practices law, *id.* § 598.0999; and common-law causes of action. Treble damages are also available under Nevada's deceptive trade practices statutes, *id.*, as well as the federal RICO Act, 18 U.S.C. § 1964(c).

Additionally, defendants are subject to a civil penalty of up to $5000 for each willful violation of Nevada's deceptive trade practices statutes. Nev. Rev. Stat. Ann. § 598.0999(2). Furthermore, injunctive relief is available under state deceptive trade practices law, *id.* § 598.0979(1), and nuisances "may be enjoined or abated," *id.* § 40.140(1).

Finally, Las Vegas may obtain punitive or exemplary damages by showing that opioid manufacturers and/or distributors are "guilty of oppression, fraud or malice, express or implied." *Id.* § 42.005.

The effects of the opioid epidemic are widespread throughout the City, and we are pursuing a damage model that is expansive and encompasses both retrospective and prospective relief.

Retrospectively, our lawsuit will seek to recover for Las Vegas the funds the City has already spent addressing the crisis. This will include direct expenditures by the City, such as:

- EMS and other first responders
- Drugs such as Naloxone (Narcan)
- Medical examiner expenses

- Public hospital expenses
- Increased law enforcement expenses
- Increased jailing expenses
- Substance abuse programs (including education, prevention, and treatment)
- Increased expenses associated with child welfare

In addition to the direct and obvious retroactive expenses, our lawsuit will also seek to recover indirect costs and expenses that are related to the opioid epidemic. We have retained experts to investigate and opine on categories of damages, such as urban or rural blight, that may have been caused by the epidemic. Blight can illustrate itself in many ways, including the loss of the workforce, increased crime and incarceration, increased homelessness, and the closure of businesses. Las Vegas has suffered and continues to suffer real damages from these factors, including possible loss of tourism dollars and loss of quality of life.

Our lawsuit will also address damages in a prospective manner. We will ask (and then answer) the question: "How much money will it take to put Las Vegas back into the position that it was in before the opioid crisis began?" While this is an individual lawsuit and the City's damages will certainly be distinct from those suffered by other governmental entities in certain respects, we generally envision an abatement fund covering three broad areas.

First, we anticipate funding being spent on education. We must ensure that children understand that the pills in their parents' cupboards are just as dangerous as a heroin needle. Additionally, public awareness campaigns are needed, to help combat the dangerous marketing that, for so many years, has steered the conversation about these addictive drugs.

Second, funding is needed to support law enforcement and jailing so that the community can stay safe while the City is in the process of addressing this crisis.

Third, and likely most importantly, to truly have a chance at rehabilitating the community, funding is needed for healthcare and addiction recovery services. This will require extensive resources, both in the form of facilities and employing personnel.

E. Conflicts of Interest:

1. **Each Company shall identify any conflicts of interest that may arise if the Company is retained by the City to serve as Special Counsel and shall describe in its Response how it proposes to deal with such conflicts. Conflicts may arise not only from attorneys named in any contract between the City and Special Counsel to serve as Special Counsel as contemplated under this RSOQ but also from representation of parties involved in other transactions or other matters involving the City or some other party by any other member of the Company, regardless of whether that attorney is in the same office or a different office of the Company.**

2. **The Company shall describe in detail its existing system for identifying conflicts of interest in undertaking new representations. The Company must include**

information about who maintains the records, how often the information is updated and at what stage of representation the check is made. The Company shall provide a copy of its written conflicts policy or explain in detail why there is no written policy.

3. **If the City retains the Company, then prior to entering into any contract, the Company shall provide assurances that potential conflicts have been discussed with other existing clients of the Company who might be requested to engage other counsel for a specific transaction, and that those existing clients are amenable to such an inconvenience.**

Baron & Budd, Levin Papantonio and their national consortium partner firms are not aware of any potential or perceived conflicts of interest, nor do they anticipate any potential or perceived conflicts of interest that would exist should the firms be selected to serve as Counsel to the City for this litigation. If a conflict of interest should arise, the firm or firms are willing to continue to represent the City and inform existing or potential clients that they must find representation elsewhere or, if appropriate, the firm or firms will request a waiver from the City.

Baron & Budd maintains and utilizes a conflict check system within its case management software, eCase. When a new matter is created in eCase for a potential client, a conflicts check is required and prevents matters from reaching a "post contract" stage until the conflict check has been performed. This program, developed by Baron & Budd's software engineers, consists of the following protocols:

1. Searches are conducted in the client database for each new prospective client and each new possible defendant.

2. A detailed view of results for the search is compiled by the database, with the following possible results:

    - Incomplete – the conflict search needs further review.

    - Conflict – a conflict exists.

    - Resolved – a previous conflict has been resolved, with detailed documentation of that resolution contained in the eCase database.

    - No Conflict – no conflict exists.

3. The search done by the eCase database evaluates all relevant information known to the firm concerning individuals, entities, relationships, and Baron & Budd attorneys.

4. A report is generated to document the original conflict-check criteria and resolution documentation (if resolution is necessary).

5. The report provides a unique Conflict ID to identify the original search and results that is input against the potential client's "people record" in eCase and the report is also saved to the client's file in the eCase database.

6. eCase tracks the original requesting user, any person performing the search, and any person who updates conflict results.

7. eCase generates a weekly and monthly report of conflict checks performed and the results of those checks.

8. eCase will not allow a matter status to change from pre-contract status until a Conflict ID with a status of Resolved or No Conflict has been entered into the client's people record.

9. eCase also provides for Baron & Budd's Human Resources department to securely check potential new attorney hires for potential conflicts and provides a means for entering previous and current work history, firms, Boards, etc.

It is **Levin Papantonio**'s policy not to accept any case unless it is legally and factually viable to do so. This also means having a clear idea of value of the case and the goals of the client. Our case management software, Aderant Total Office, allows for both regularly scheduled and on-demand conflict checks. The "Conflict Checker" feature of the software searches our database for clients, potential clients, defendants, and potential defendants for possible conflicts. The "Conflict Checker" searches all relevant information that has been provided to the firm, including any parties to the litigation, our attorneys, and their relationships. This system is updated and maintained by a team of personnel dedicated solely to the administration of Aderant Total Office, along with the support of the firm's intake department.

Once a conflict is identified by either a scheduled check, or a manual search, the potential conflict is immediately flagged and the potential client or defendant is immediately contacted with appropriate supporting documentation of the potential conflict. Until the conflict is reviewed or resolved, no further action on the case is taken. Further, the "Conflict Checker" is referenced anytime a new attorney is considered for hire or for partnership with Levin Papantonio, to ward off the potential for conflicts.

Additional procedures are found below in our written "Client Intake and Conflicts of Interest" portion of our attorney handbook:

Client Intake and Conflicts of Interest

> This firm's policy is not to accept any case unless it is legally and factually viable to do so. This also means having a clear idea of value of the case and the goals of the client.
>
> No client or matter will be accepted or handled by the firm or its attorneys without first checking for conflicts of interest. Before a new matter is undertaken, the client/prospective client must be checked against the firm's existing (and prior) representations to determine whether representing the client would create a conflict of interest.
>
> Potential conflicts include:
>
> - personal, financial, or business interests of the firm with the client;

- representation of multiple clients;
- adverse representation against current or former clients; and
- positional (issue) or business conflicts.

The firm has a computerized database of present and former clients. The firm circulates among the legal staff each month a list of all cases. This list can be utilized to check for conflicts of interest that are not identified in the computer system, such as personal interests of firm attorneys in the subject matter or with one of the parties. The firm supplements the computerized conflict search with written memoranda, circulated to all attorneys at least weekly, identifying new cases and clients. These reports are for informational purposes, and reviewing these reports does not constitute a valid conflict check.

All initial client contact, even clients referred by outside counsel, need to be sent through the firm intake department so the initial contact can be recorded in the intake database. Intake also should be informed whether a case is to be immediately declined or assigned to an attorney/department for further handling. The attorney assigned the case from intake is responsible for immediately entering the client into the firm accounting system and into the department's case management system with a statute of limitations date.

Always check first to see if the Firm has any conflict in taking on the case. The process for checking conflicts is the following:

1. Check client accounting to see if the firm has ever represented anyone who would be a defendant or adversary in the client's case.

2. Circulate an email among all the attorneys in the firm to see if they know of any conflict.

Discuss any actual, apparent, or potential conflicts with the Direction of Administration. He/she will serve as coordinating counsel for resolution of any conflicts. Conflict will be resolved by approval of the Director of Administration or the Management Committee only.

F. Evidence of Professional Liability Insurance:

1. **The Company shall describe its current professional liability insurance policies.**

2. **The Company shall state whether it is willing to maintain in full force and effect during the term of any contract to serve as Special Counsel for the City professional liability insurance in combined single limit and in an aggregate amount of not less than $10 million. In order to satisfy this requirement, the Company must:**

a. Include a statement in its Response affirmatively responding to this requirement; and

b. Include in its Response either:

(1) A certificate of insurance or letter from its insurer demonstrating that the Company meets this professional liability insurance requirement, or

(2) A commitment letter or other evidence, satisfactory to the City, that the Company will have such coverage as of the date that any contract to serve as Special Counsel shall commence.

The firms and attorneys comprising the Legal Team are all appropriately insured against malpractice claims. Proof of insurance will be made available should the contract be awarded.

APPENDIX A

Baron & Budd, P.C. is among the largest and most accomplished plaintiffs' law firms in the country. With 40 years of experience, Baron & Budd has the expertise and resources to handle complex litigation throughout the United States. As a law firm that takes pride in remaining at the forefront of litigation, Baron & Budd has spearheaded many significant cases for entities and individuals. Since the firm was founded in 1977, Baron & Budd has achieved substantial national acclaim for its work on cutting-edge litigation, trying hundreds of cases to verdict and settling tens of thousands of cases in areas of litigation as diverse as pharmaceuticals and defective medical devices, asbestos and mesothelioma, water contamination, fraudulent banking practices, motor vehicles, employment, and other consumer fraud issues.

Baron & Budd has represented hundreds of public entities in pharmaceutical, environmental, consumer and securities litigation. The Firm's attorneys were part of an attorney group that recently negotiated a $553 million settlement with 4 vehicle manufacturers regarding their use of faulty airbags manufactured by Takata. Baron & Budd's environmental litigation group litigated and settled claims on behalf of more than 150 water providers in 17 states regarding Methyl Teritary Butyl Ether (MTBE) contamination in groundwater. The $423 million settlement, reached with many of the country's leading gas companies, requires gasoline refiners to pay water providers' costs to remove MTBE from public drinking water wells and for refiners to pay for treatment of qualifying wells that may become contaminated within the next 30 years. The Firm's attorneys were co-lead counsel in litigation brought on behalf of seven states' attorneys general against GlaxoSmithKline regarding its fraudulent marketing of the diabetes drug Avandia; these cases settled for $177 million. Baron & Budd's environmental litigation group represented 30 mid-west water providers in litigation regarding the contamination of water systems by the agricultural chemical atrazine; these cases settled for $105 million. The firm also served as co-lead counsel for the states of West Virginia, Hawaii and Mississippi for their claims against various financial institutions regarding fraudulent marketing of payment protection plans and related credit card services, ultimately settling the cases for more than $43 million.

Baron & Budd represents thousands of individuals in pharmaceutical, defective medical device, securities, environmental and motor vehicle-related cases. The firm's attorneys have served or continue to serve on Plaintiffs Steering Committees and in key leadership roles in complex, multi-district litigations, including *In Re: 7-Eleven, Inc. Shareholders Litigation*; *In re Semtech Corporation Securities Litigation*; *In Re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*; *In Re: Checking Account Overdraft Litigation*; *In Re: Oil Spill by the Oil Rig Deepwater Horizon in the Gulf of Mexico*; the 7 Pelvic Repair System Products Liability MDLs; *In Re: Fresenius Granuflo/Naturalyte Dialysate Products Liability Litigation*; *In re: Cook Medical, Inc., IVC Filters Marketing, Sales Practices and Products Liability Litigation*; *In Re: Bard IVC Filters Products Liability Litigation*; *In Re: Takata Airbag Products Liability Litigation*; *In Re: Fluoroquinolone Products Liability Litigation*; *In Re: Zofran (Ondansetron) Products Liability Litigation*; *In Re: Volkswagen Clean Diesel Marketing, Sales Practices, and Products Liability Litigation*; and *In Re: National Prescription Opiate Litigation.*

Baron & Budd's attorneys are consistently recognized for excellence in advocacy by both peers and national legal publications and organizations, including the *Best Lawyers in America*, *National Trial Lawyers Top 100 Trial Lawyers List*, and the Firm's attorneys won a 2017 Burton Award, recognizing outstanding legal writing for an article appearing in *Trial* Magazine. *The National Law Journal* has included the firm in its NLJ "Hot List" of exemplary plaintiffs firms in the United States eight years since the list's inception in 2002 (American Lawyer Media). *The National Law Journal* also named Baron & Budd to the list of America's Elite Trial Lawyers, a list is comprised of 50 law firms that have achieved significant results on behalf of plaintiffs within the previous year and have an established track record of delivering impressive results. Baron & Budd has been a finalist for the Public Justice Foundation's "Trial Lawyer of the Year" award four times – most recently in 2013 for the Atrazine litigation and 2012 for the *In Re Checking Account Overdraft Litigation* – and was awarded the honor in 2006 for its work on a decades-long case against fighting water contamination in Tucson, Arizona.

Baron & Budd has frequently contributed resources and finances to a number of worthwhile nonprofit organizations including the International Mesothelioma Program at Brigham and Women's Hospital, Asbestos Disease Awareness Organization, Lung Cancer Alliance, the National Comprehensive Cancer Network (NCCN), Attorneys Serving the Community (a Dallas-Ft. Worth area women's attorney group), Genesis Women's Shelter and the Dallas Children's Advocacy Center.



Russell W. Budd, a shareholder of Baron & Budd since 1985 and president and managing shareholder since 2002, has devoted his entire career to championing the rights of people and communities harmed by corporate malfeasance. As chair and member of several asbestos creditors' bankruptcy committees, Budd has successfully resolved over 100,000 victims' claims with some of Wall Street's biggest companies, including establishing trust funds and settlement funds valued at nearly $11 billion to protect present and future asbestos victims throughout the United States.

Budd has also been instrumental in conducting national negotiations for non-asbestos claims. Budd was a leader in settlement negotiations in *In Re Checking Account Overdraft Litigation* that resulted in settlements valued at more than $500 million in cash and more than $100 million in business practice changes. Budd was one of the negotiators of a $177 million settlement for litigation brought on behalf of seven states' attorneys general against GlaxoSmithKline regarding its fraudulent marketing of the diabetes drug Avandia, and was a key negotiator of settlements valued at more than $43 million for the states of West Virginia, Hawaii and Mississippi for their claims against various financial institutions regarding fraudulent marketing of payment protection plans and related credit card services.



Baron & Budd shareholder Burton LeBlanc has successfully represented both individuals and governmental entities, including the States of Hawaii, Mississippi, Louisiana, and West Virginia in complex consumer fraud litigation. He was part of Baron & Budd's team that pursued litigation on behalf of seven states' attorneys general against GlaxoSmithKline regarding its fraudulent marketing of the diabetes drug Avandia, litigation which settled for $177 million. LeBlanc is a recent (2013-2014) past-president of the nation's largest non-profit trial lawyer group, American Association for Justice (AAJ). He remains actively involved with AAJ and shares their commitment to relentlessly advocate for the protection of America's civil justice system and the fundamental right to a trial by jury. LeBlanc is a 2017 recipient of the Lifetime Achievement Honor from America's Top 100 Attorneys for his career dedicated to the protection of America's civil justice system. He was named as one of the top 75 plaintiff's attorneys in the United States by *The American Lawyer* in 2014 and has also been selected for inclusion in the *Louisiana Super Lawyers*® list from 2012 to the present.



Laura Baughman joined Baron & Budd, P.C. in 1995 and has been a shareholder in the firm since 2001. Ms. Baughman litigated and managed the Firm's day-to-day work on consumer protection cases filed on behalf of seven states (Hawaii, West Virginia, Mississippi, New Mexico, Utah, Kentucky and Maryland) against GlaxoSmithKline regarding its fraudulent and deceptive marketing of the diabetes drug Avandia. This litigation settled for $177 million. Ms. Baughman performed the same role in litigation filed on behalf of the states of Hawaii, Mississippi and West Virginia against various financial institutions regarding violation of those states' consumer protection laws via fraudulent payment protection plans and related credit card services. These cases were successfully resolved for more than $43 million. Ms. Baughman was appointed as Class Counsel by the Los Angeles Superior Court in *In Re GIB, LLC Cases*, a nationwide consumer class action on behalf of salon stylists and consumers regarding deceptive marketing of Brazilian Blowout Solution (i.e., marketing as "formaldehyde-free" when the product contained the carcinogen formaldehyde), which settled for $4.2 million. Ms. Baughman also has extensive experience with the law firm's toxic tort litigation group. Her notable victories in this area include the successful resolution of a case filed on behalf of 137 people who were exposed to lead and other toxic substances while playing at an abandoned oil refinery in Central Texas. She was also part of the attorney team at Baron & Budd that represented 153 water providers in 17 states whose water was contaminated with MTBE.

In addition to her law degree, Ms. Baughman holds bachelor of science and master of engineering degrees in civil (environmental) engineering and she is licensed in the states of Texas, New York, California and Missouri as well as numerous federal courts across the country. Prior to joining Baron & Budd, she served as a briefing attorney to Justice Rose Spector of the Supreme Court of Texas.



Roland Tellis' practice focuses on complex, high-profile litigation, including consumer class actions, financial fraud, business torts, corporate misconduct, automobile defect, food labeling, false advertising, securities fraud and environmental contamination. He holds leadership roles in numerous multi-state, complex class action cases, including *Bias v. Wells Fargo Bank*, a certified nationwide RICO class action involving millions of mortgage loans that settled for more than $50 million; *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation*, a multi-state class action in the process of settling with values and fines totaling in the billions of dollars, involving hundreds of thousands of vehicles equipped with "defeat devices" designed to evade emissions laws; and *In Re: Takata Airbag Products Liability Litigation*, which has received preliminary approval for a settlement valued at $553 million. Tellis received commendation from the U.S. Department of Justice and the Federal Bureau of Investigation for his assistance in a successful parallel prosecution of a $120 million securities Ponzi scheme perpetrated by foreign currency traders. He has served on the Board of Governors of the Association of Business Trial Lawyers and as a Lawyer Representative to the Ninth Circuit Judicial Conference. Tellis has also served as a Co-Chair of the Settlement Panel of the U.S. District Court for the Central District of California. He was selected for the 2017 edition of *The Best Lawyers in America®*.



Mark Pifko has made a name for himself as a staunch advocate for consumers' rights. Mr. Pifko has more than ten years of experience litigating complex, multi-party, multi-district and class action cases. Since joining Baron & Budd's Los Angeles office in 2011, Mark Pifko has taken on powerful corporations in class action cases concerning a wide range of products and services, including, banking, motor vehicles, food products and cosmetics. Mr. Pifko's representative cases include: *Bias v. Wells Fargo Bank*, a certified nationwide RICO class action involving millions of mortgage loans that settled for more than $50 million; *In Re: Takata Airbag Products Liability Litigation*, which has received preliminary approval for a settlement valued at $553 million; *Aarons, et al. v. BMW of North America, LLC, et al.*, a class action brought on behalf of Mini Cooper owners and lessees concerning automatic transmission failures, settlement valued at $10 million; *In Re: Alexia Foods Inc. Litigation*, a class action concerning "All Natural" frozen potato products, settlement valued at $3.2 million; and *Delacruz v. CytoSport, Inc.*, a class action concerning Muscle Milk protein drinks, settlement valued at $5 million. In addition to his litigation work, Mr. Pifko is a talented writer whose articles on class action law and consumer advocacy have been published in California Lawyer magazine and the Daily Journal newspaper.



Former Baron & Budd Shareholder S. Ann Saucer is an Of Counsel lawyer with the firm, focusing her practice on appellate advocacy and briefing in complex litigation for both individuals and public entities. She has successfully argued before the U.S. Fifth Circuit Court of Appeals, the U.S. Ninth Circuit Court of Appeals, the Texas Court of Appeals (Dallas) and federal and state trial courts across the country, often as the key author of briefings and presenter of oral argument. Ms. Saucer has also spoken and published articles on federal procedure issues. Her background covers the spectrum of commercial, financial, pharmaceutical and defective medical devices, environmental law, consumer protection, product liability and toxic torts.



Alicia Butler has worked as an associate, shareholder, and of counsel with Baron & Budd in numerous roles, ranging from major toxic exposure cases to other wide-sweeping consumer cases. Currently, Ms. Butler focuses on pharmaceutical litigation, as well as whistleblower/qui tam cases and Medicare fraud cases.

Previously, Ms. Butler worked on a variety of toxic exposure cases with Baron & Budd that impacted thousands of people harmed by dangerous toxins. She represented hundreds of residents in a Pennsylvania community contaminated by radiation from local nuclear fuel facilities. She has also represented more than 1,500 workers suffering from health problems associated with arsenic, asbestos, benzene, beryllium, lead, mercury, and silica exposure at a plant in West Virginia. Ms. Butler has experience working with public entities, as she helped achieve a major settlement on behalf of the City of Santa Monica to hold the oil industry accountable for MTBE contamination in the local water supply.

Ms. Butler currently serves as a pro bono legal adviser to the Workers' Defense Project in Austin, Texas in the area of occupational safety and health issues.

Ms. Butler earned her J.D., with honors, from the University of Texas School of Law (1996). She also holds a B.A. in English and Sociology from Rice University, where she graduated *magna cum laude* (1992). Prior to joining Baron & Budd as an associate in 1998, she served as a Briefing Attorney to Justice Rose Spector of the Texas Supreme Court (1996-97), and as an Americorps*VISTA volunteer at Bexar County Legal Aid (1997-98).



Chris Mansour is an associate in Baron & Budd's Pharmaceutical Litigation Group, working to help cities, counties and states hold the drug industry accountable for its malfeasance. She devotes her time to researching complex legal issues, writing briefs, and developing litigation strategies. Prior to joining Baron & Budd, Chris Mansour worked for almost ten years at a Dallas non-profit representing immigrants who had been victims of violence. These included survivors of domestic violence, violent crime and child abuse, as well as those who had suffered human rights abuses in their home countries. Her accomplishments included numerous successful trials and appeals that led to hundreds of immigrants obtaining legal status in the United States. Before that, she spent seven years at major law firms in Wisconsin and Ohio practicing commercial civil litigation. During this time she cultivated her appellate and trial advocacy skills, obtaining significant experience authoring appellate briefs on a variety of topics and handling all aspects of litigation including drafting pleadings, conducting discovery, motion practice and preparing for trial.

Ms. Mansour earned her J.D., with honors, from the University of Michigan School of Law (1998). She also holds a B.A. in American Studies from the University of Notre Dame, where she graduated *magna cum laude* (1991).



As an associate in Baron & Budd's Pharmaceutical Litigation Group, Daniel MacDonald works primarily on litigation against manufacturers of dangerous drugs and medical devices. Prior to joining Baron & Budd, Mr. MacDonald clerked for the Honorable Royce C. Lamberth of the U.S. District Court for the District of Columbia.

At Baron & Budd, Mr. MacDonald focuses on litigation against manufacturers of dangerous drugs and medical devices. He has worked on multidistrict litigation representing plaintiffs asserting pharmaceutical tort claims involving numerous products, including inferior vena cava (IVC) filters, the Essure birth control device, fluoroquinolones, GranuFlo, proton-pump inhibitors, Risperdal, Xarelto, and Zofran. Mr. MacDonald has taken a particularly active role in IVC multidistrict litigation, working closely with the members of plaintiffs' steering committees in multiple cases by researching and drafting memoranda, motions, and orders on significant legal issues; searching and analyzing large document productions; managing document-review projects; and preparing for and attending multiple depositions of fact and expert witnesses. Mr. MacDonald has also worked on litigation representing municipalities asserting fraud and consumer-law claims against drug and device manufacturers.

Mr. MacDonald received his juris doctor from the George Washington University Law School and his bachelor of arts with honors from the University of Texas at Austin in 2006, where he majored in government and history. He is licensed in the State of Texas, as well as the U.S. District Court for the District of Columbia.

The Levin Papantonio Law Firm was founded in 1955, in Pensacola, Florida, and is one of the largest plaintiff's law firms in the country with nearly 40 attorneys and more than 150 support staff.



In the past 25 years, the firm has received more than 150 jury verdicts throughout the country in the amount of $1 million or more each, and has achieved verdicts and settlements in excess of $3 billion. In July 2002, the National Law Journal recognized Levin Papantonio as the fourth most successful law firm in America based on total jury verdicts. Senior shareholder, Fred Levin, was named as one of the nation's "Top Ten Litigators." In 2008, after securing a $380 million verdict against a multi-national corporation, the Public Justice Foundation nominated three of the firm's attorneys as one of the top trial teams in the country. In 2017, court victories by Levin Papantonio attorneys, including senior partner Mike Papantonio, helped bring about a $920 million settlement in the nationwide DuPont C8 litigation.

Levin Papantonio routinely represents cities, counties, and government agencies in lead counsel roles ranging from areas such as pharmaceutical, environmental, derivative, securities, and antitrust litigation, to a key role in the landmark tobacco cases brought by states to recover health care expenditures. Levin Papantonio has held leadership positions in some of the country's most complex multi-district litigations, including the Plaintiffs' Executive Committee In re Deepwater Horizon (BP) Oil Spill in the Gulf, MDL 2179 (E.D. LA), helping to bring about the recent $20.8 billion settlement in that action. The firm's attorneys also served on the Plaintiff Steering Committee and as co-chair of the Discovery Committee for the Bayer Yaz/Yasmin pharmaceutical litigation, in which Bayer has paid approximately $2 billion to date.



Levin Papantonio is "AV" rated, and its attorneys have been inducted into the National Trial Lawyer Hall of Fame, listed in Best Lawyers in America, and profiled by national publications and news outlets including the New York Times, Los Angeles Times, Forbes, Time Magazine, Newsweek, Fox News, ABC News, and CNN.

As a nationally recognized litigation firm, Levin Papantonio has built a reputation on its willingness to litigate to verdict complex disputes against some of the world's largest companies. The firm routinely litigates cases that require thousands of attorney hours and millions in expenses.



Mike Papantonio is a senior partner of Levin Papantonio and is a Board Certified Civil Trial Lawyer by the Florida Bar and the National Board of Trial Advocacy. He is a member and leader of both national and international legal associations, including the National Trial Lawyers Association, of which he was the 2012 President.

Mr. Papantonio is recognized as one of the Best Lawyers in America and a Leading American Attorney, was awarded the Florida Justice Association 2011 Perry Nichols Award, and has been selected by the Public Justice Foundation as a finalist for its Trial Lawyer of the Year Award. Mr. Papantonio also founded Mass Torts Made Perfect, which has trained thousands of lawyers in how to better their legal practice, and featured speakers including United States Presidents.

Mr. Papantonio has obtained multiple settlements and verdicts in the tens and hundreds of millions of dollars. In 2001, Mr. Papantonio obtained a $70 million settlement against polluters of waterways. In 2007, as lead trial counsel in an environmental class action Mr. Papantonio received a jury verdict award for a West Virginia community with an estimated value in excess of $380 million. In 2017, he helped secure a $920 million DuPont C8 settlement.



Mark Proctor is the president of Levin Papantonio, leading the firm in its large-scale, complex litigation. Under Mr. Proctor's leadership, the firm has secured billions of dollars in recoveries for clients. Mr. Proctor's extensive experience includes serving as former Assistant General Counsel for the City of Jacksonville, and the former General Counsel for the State of Florida Department of Natural Resources.

Mr. Proctor has served as a member and in leadership roles in the Florida Bar Association, the Florida Justice Association, the American Association of Justice, and the National Trial Lawyers Association. He is a founding member of Mass Torts Made Perfect, is a member of the Board of Trustees of the Fredric G. Levin College of Law at the University of Florida, and also serves on the board of directors for several charitable organizations. An author of seminal environmental articles for the Center of Land Use Law, Mr. Proctor has also been an adjunct professor of Environmental Law at the University of Florida and the University of West Florida.



Peter Mougey is a shareholder and the Chair of Levin Papantonio's Securities and Business Litigation department. Recognized as one of Florida's top 100 trial lawyers, a Florida Super Lawyer in securities litigation, Mr. Mougey has been rated AV Preeminent through Martindale-Hubbell and has served as the president of the international securities bar association PIABA ("Public Investors Arbitration Bar Association") and on the Board of Directors and Executive Committees thereof.

In Mr. Mougey's securities and complex litigation practice, over the last five years, Mr. Mougey has represented approximately 50 state, municipal, and institutional clients in litigation and arbitration, as well more than one thousand fraud victims in state and federal court and arbitrations across the country. He has recovered more than $250 million on behalf of his clients.

A founding member of the Business Torts section of Mass Torts Made Perfect, Mr. Mougey is a frequent national speaker regarding issues related to complex litigation. Mr. Mougey also serves in leadership positions in local community organizations and charities, including as President of the Association of Retarded Citizens ("ARC").



Laura Sherling Dunning is an attorney in the Securities and Business Litigation department of Levin Papantonio. Mrs. Dunning has been repeatedly recognized as an Alabama and MidSouth Super Lawyer Rising Star in securities litigation. In her practice, which focuses on complex business litigation, whistleblower, class action, and antitrust litigation, Mrs. Dunning has represented dozens of governmental entities and hundreds of fraud victims in arbitration and in state and federal court, and has helped secure more than one hundred million dollars in recoveries for clients. Mrs. Dunning also serves in leadership positions with local charitable boards.



Archie Lamb is a nationally recognized leader in national healthcare and physician issues, and serves as of-counsel with Levin Papantonio. Mr. Lamb was the designated lead counsel in the massive HMO RICO lawsuit, where he, as lead negotiator in the HMO cases, successfully resolved the claims with benefits to the class estimated to exceed $2 billion. The case included over 60 healthcare companies, and Mr. Lamb was responsible for overseeing 26 law firms and over 170 lawyers in the litigation.

The first recipient of the California Medical Association's prestigious President's Award, Archie is a sought after speaker on legal issues facing healthcare professionals. He has appeared before the American Medical Association, numerous state and local medical associations, bar groups, and legal and medical educational seminars, as well as on CNN and National Public Radio. He is a frequent contributor to business and legal publications in the area of healthcare law.



Page Poerschke is a member of the Securities and Business Litigation Department at the law firm of Levin, Papantonio, Thomas, Mitchell, Rafferty, & Proctor. Her practice focuses primarily upon complex litigation, financial services and securities litigation, and antitrust litigation. Ms. Poerschke has represented over 50 state, municipal and other institutional investors in litigation and arbitration. In addition, Ms. Poerschke has represented hundreds of fraud victims in arbitrations and in state and federal court across the country. Ms. Poerschke has been appointed as a Deputy Attorney General to represent the State of Alabama in litigation involving companies who violated the registration provisions of the Sale of Checks Act and has particular experience in representing public retirement and pension systems.



Jeff Gaddy is an associate attorney with Levin Papantonio. A former Assistant State Attorney at the Office of the State Attorney of the First Judicial Circuit where he served as a special prosecutor in the Homicide and Major Crimes Division, Mr. Gaddy tried over one hundred jury trials to verdict. Mr. Gaddy has focused his civil practice on pharmaceutical and consumer protection litigation. As part of the C8 trial team, Mr. Gaddy helped to secure a $920 million settlement. He is also an active member of the Florida and Mississippi Bar, and the local Rotary Club.

GREENE KETCHUM

FARRELL BAILEY & TWEEL LLP

Personal Injury Attorneys

For 60 years, Greene, Ketchum, Farrell, Bailey & Tweel LLP has been committed to fighting for justice for their clients, and has been a highly esteemed pillar in the community. The firm's attorneys have served on numerous legal and educational boards in West Virginia, including West Virginia State Bar Board of Governors; the West Virginia Ethics Commission; West Virginia Law Institute's Governing Council; West Virginia Judicial Vacancy Advisory Commission; West Virginia Association for Justice Board of Governors; Marshall University Foundation, Inc.; The Society of Yeager Scholars at Marshall University; the Faculty Merit Foundation of West Virginia, Inc. (selects higher education's "Professor of the Year"); the Marshall University Graduate School Advisory Board; Hospice of Huntington; and the Cabell County American Cancer Society.

Greene Ketchum attorneys have successfully tried numerous civil cases to verdict in state and federal courts. Their skilled advocacy has returned millions of dollars in verdicts for their clients in both trial settings and settlements. The firm's attorneys have been recognized by legal organizations for excellence and included in The National Advocates Top 100 Trial Lawyers and West Virginia Super Lawyers®.



Paul Farrell, Jr. is a West Virginia trial lawyer and partner at Greene, Ketchum, Farrell, Bailey & Tweel, LLP in Huntington, West Virginia. Mr. Farrell is recognized as a premier trial lawyer in the field of medical malpractice and appellate advocacy, making some thirty (30) appearances before the West Virginia Supreme Court. He has been a frequent presenter at legal education seminars and since 2004 has served on the West Virginia Continuing Legal Education Commission.

Mr. Farrell filed some of the first transvaginal mesh (TVM) cases in the country and served as liaison counsel on the executive committee for the 7 Pelvic Repair System Products Liability MDLs in Charleston, West Virginia. These MDLs consolidated 80,000 cases and resulted in several multi-million dollar jury verdicts. Mr. Farrell served as trial counsel for the TVM litigation, successfully trying 2 bellwether cases to verdicts in excess of $20 million.

Mr. Farrell filed the first cases in the country on behalf of public entities against the wholesale distributors of prescription opiates in southern West Virginia and is focusing his efforts to abate the nationwide opioid epidemic. He was appointed by the Hon. Dan Polster as Co-Lead Counsel for Plaintiffs in the recently formed MDL 2804, *In Re: National Prescription Opiate Litigation.*

Mr. Farrell is a graduate of the University of Notre Dame (1994) and West Virginia University College of Law (1997) and licensed to practice law in West Virginia, Ohio and Kentucky. He was named West Virginia Association for Justice Trial Lawyer of the Year (2002) and served as the President of the West Virginia Association for Justice (2011-2012).



Bert Ketchum a partner at Greene, Ketchum, Farrell, Bailey & Tweel, LLP in Huntington, West Virginia, is an experienced trial lawyer who has tried cases to juries in the state and federal courts of West Virginia, Ohio and Kentucky including, but not limited to, wrongful death, motor vehicle accidents, mining accidents, medical malpractice, workplace injuries, eminent domain, insurance disputes and murder. Mr. Ketchum's appellate experience includes arguing cases before the West Virginia Supreme Court of Appeals and the United States Fourth Circuit Court of Appeals.

Mr. Ketchum was honored in 2007 as one of West Virginia's 40 best and brightest professionals under 40. In 2009, he was selected for membership into The National Trial Lawyers Top 100 Trial Lawyers in West Virginia. He was also selected for inclusion into the West Virginia Super Lawyers in 2010, for membership into the National Advocates Top 100 Trial Lawyers in 2014 and for membership into the Nation's Top 1% in 2015. Mr. Ketchum currently serves on the West Virginia Law Institute's Governing Council, the West Virginia Judicial Vacancy Advisory Commission, the West Virginia Association for Justice Board of Governors and the WV Public Defender Corporation Board of Directors for the 6th and 24th Judicial Circuits. He is also a member of the American Association for Justice Construction Site Accident Litigation Group and a past President of the Cabell County Bar Association.

In addition to his many community services, Mr. Ketchum was elected to the Faculty Merit Foundation of West Virginia in 2012. Mr. Ketchum is a graduate of Ohio University and the John Marshall Law School in Atlanta.

The Law Firm of Hill, Peterson, Carper, Bee & Deitzler, PLLC, began in 1980, when senior partner, R. Edison Hill, departed a large corporate and insurance defense firm to begin a small personal injury practice. The firm's attorneys represent individuals and families in many diverse areas of complex litigation including water contamination, personal injury, pharmaceutical and defective medical devices, and medical malpractice. The firm's attorneys were awarded the prestigious Trial Lawyer of the Year award by Public Justice in 2005 for their work on the successful class action litigation *Leach, et al. v. E. I. du Pont de Nemours and Company* involving representation of plaintiffs who suffered various cancers and other illnesses due to exposure through drinking water to the chemical ammonium perfluorooctanoate ("PFOA" or "C-8"), a chemical utilized in the manufacture of Teflon. The firm's attorneys also served on the Plaintiffs Steering Committee for *In re: E. I. Dupont de Nemours and Company C-8 Personal Injury Litigation*, which has reached a global settlement of close to $1 billion. Hill, Peterson, Carper, Bee & Deitzler, PLLC, has been designated by "Benchmark Plaintiff" (The Definitive Guide To American Leading Plaintiff Firms & Attorneys) as one of West Virginia's three top and "highly recommended" litigation law firms.



R. Edison (Ed) Hill is a trial attorney and the founder and a member/partner of Hill, Peterson, Carper, Bee & Deitzler, PLLC. Mr. Hill has served as class action counsel for numerous certified class actions, including *Burch, et al. v. American Home Products Corp, et al.* (Fen-Phen Diet Drug Litigation), the largest pharmaceutical class action in the history of West Virginia, and *Leach, et al. v. E. I. du Pont de Nemours and Company.* He also serves on the Plaintiffs Steering Committee for *In re: E. I. Dupont de Nemours and Company C-8 Personal Injury Litigation*, which recently reached a settlement valued at nearly $1 billion. Mr. Hill was named as one of "America's 100 Most Influential Trial Lawyers" by *The Trial Lawyer*'s RoundTable in 2017 and has been designated as one of West Virginia's twelve "Litigation Stars" by *Benchmark Plaintiff* (The Definitive Guide To American Leading Plaintiff Firms & Attorneys). He has also been named as a Fellow of the West Virginia Bar Foundation, awarded to "lawyers whose professional, public and private careers have demonstrated outstanding dedication to the welfare of their communities and honorable service to the legal profession with the individuals selected reflecting the diverse nature of the legal profession in West Virginia." Mr. Hill is involved in many legal professional organizations, including American Association for Justice (Life Member), National Trial Lawyers Association (Executive Committee Member), West Virginia Trial Lawyers Association (Past-President and current Board of Governors member), Public Justice Foundation, Lawyer-Pilots Bar Association, Southern Trial Lawyers Association and the Consumer Attorneys of West Virginia. He has been named a *West Virginia Super Lawyer*® each year from 2009 the present. He also serves as Chairman for the Central West Virginia Regional Airport Authority, which is the governing board for Yeager Airport, located in Charleston, West Virginia. He has served on the Yeager Airport Board of Directors since 1993.



James C. Peterson has been a member/partner at Hill, Peterson, Carper, Bee & Deitzler, PLLC since 1983, focusing his legal practice on litigation of severe personal injury, medical/legal malpractice, product liability, insurance bad faith, mass tort/class action involving defective products, pharmaceuticals and insurance issues. He served as co-lead counsel for on the settlement of the largest pharmaceutical class action litigation in the history of the State of West Virginia, involving the diet drug Fen-Phen (*Burch, et al. v. American Home Products Corporation, et al.*). Settlements and verdicts handled on behalf of his firm Hill & Peterson or on a co-counsel basis exceeds $1.6 billion. Representative mass tort/class action in addition to *Burch* includes *McCallister, et al., v. Purdue-Pharma, Inc., et al.* (Oxycontin - potent pain killer drug); *VIOXX Products Liability Litigation*, MDL 1657 (osteo-arthritic pain medication); *In Re: E. I. Dupont de Nemours and Company C-8 Personal Injury Litigation*, MDL 2433 (involving representation of 3,500 plaintiffs who suffered various cancers and other illnesses due to exposure to C-8, a chemical used in the manufacture of Teflon, in public drinking water; global settlement reach in 2017 for close to $1 billion.); and *Good v. American Water Works Company, Inc.*, et al., Case No. 2:14-CV-01374 (putative class alleging economic and personal injury loss due to water contamination, tentative settlement reached Fall 2016, for over 250,000 residents and businesses in the 9-county area). Mr. Peterson has been board-certified as a civil trial specialist by the National Board of Trial Advocacy (NBTA) since 1990; named member of the year by the West Virginia Trial Lawyers Association in both 1988 and 1993; served in a variety of positions with both state and national trial lawyer organizations, including president of the West Virginia Trial Lawyers' Association (1996-1997); and admitted to practice in the states of Minnesota, Ohio, and West Virginia. Since 1987, Mr. Peterson has presented over 40 papers and articles nationwide on various legal topics in over two dozen states. He authored a chapter for a National Brain Injury Association publication involving hedonic damages, and an article on the same for TRIAL Magazine (published by American Association for Justice). Mr. Peterson is recognized as a life member of American Association for Justice (AAJ), an honor bestowed on approximately 50 lawyers for that nationwide trial organization. He was selected in 2005, along with two of his partners Ed Hill and Harry Deitzler, as Trial Lawyers of the Year by Public Justice.

McHugh Fuller Law Group is a trial firm based out of Hattiesburg, Mississippi that specializes in complex litigation and trials in the health and medical fields. With only eight members, the firm functions as an elite trial team made up of experienced litigators and legal writers. The attorneys at McHugh Fuller are admitted to practice law in eighteen states including Mississippi, Florida, Texas, Alabama, Arkansas, Georgia, Illinois, Kentucky, Michigan, Missouri, New Hampshire, New York, Ohio, Oklahoma, Pennsylvania, Tennessee, West Virginia, Wisconsin, and the District of Columbia. Our lawyers have tried over one hundred cases, obtaining multi-million dollar verdicts in courts throughout the country. The attorneys at McHugh Fuller have amassed over three-hundred million dollars in jury verdicts alone, and have successfully handled appeals before State Supreme Courts and Courts of Appeal in seven states, numerous Federal District Courts, the 4th, 5th and 11th Circuit Courts of Appeal and the United States Supreme Court.



Michael J. Fuller is a senior partner and founding member of McHugh Fuller Law Group. Throughout his career, Mr. Fuller has dedicated his career to the protection of people. Upon graduating from the University of Florida College of Law, he joined the Hillsborough County State Attorney's Office and spent several years protecting the residents of Tampa Bay as a prosecutor. From there, Mr. Fuller joined a national law firm that specialized in representing and protecting the elderly from abuse and neglect in nursing homes and assisted living facilities.

In 2006, Mr. Fuller and James B. McHugh decided to start their own firm and, once again, dedicated their efforts to those who could not protect themselves, particularly those confined to health care institutions. Since 2006, Mr. Fuller has worked to put together an elite trial team consisting of experienced litigators and legal writers that can litigate and try complex medical cases against billion dollar national defendant corporations. Through the leadership of Mr. Fuller and Mr. McHugh, the attorneys at McHugh Fuller Law Group have amassed verdicts of over 300 million dollars on behalf of their clients and have successfully handled appeals before State Supreme Courts, Courts of Appeal, numerous Federal District Courts, the 4th, 5th, and 11th Circuit Courts of Appeal and the United States Supreme Court.

Mr. Fuller is licensed to practice law in the District of Columbia, Florida, Georgia, Kentucky, Michigan, Mississippi, Missouri, New York, Ohio, Pennsylvania, Tennessee, West Virginia and Wisconsin.



Amy Quezon has been practicing law and trying cases since 1993. After graduating from Stetson College of Law in 1992, she joined the State Attorney's Office in Hillsborough County, Florida. She spent approximately six years as a prosecutor trying hundreds of criminal cases. By the time Ms. Quezon left the State, she was a lead trial attorney responsible for the prosecution of violent felonies and trafficking cases.

Since 1998, Ms. Quezon has been litigating and trying complex medical and health-care related cases throughout the country. She has tried cases in multiple states, obtaining verdicts of close to 200 million dollars on behalf of her clients. She was co-lead trial counsel on a $91.5 million dollar verdict for a case in West Virginia which was upheld in large part by the West Virginia Supreme Court and in which the United States Supreme Court ultimately denied cert. She is admitted to practice law in eleven states.

Ms. Quezon is married and has four children. Her oldest son is in law school at Stetson Law, her daughter is in nursing school at the University of Florida, her son is a senior in high school and she and her husband recently adopted a four-year-old little boy out of Foster care.

POWELL & MAJESTRO P.L.L.C

Since 2002, the attorneys of Powell & Majestro have been protecting the interests of individuals, families and businesses in West Virginia as well as handling complex litigation nationwide. The firms practice areas include Consumer Protection, Maritime Law, Products Liability, Workplace Injuries and Consumer Debt.



Anthony J. Majestro has a proven record of litigating matters of great complexity nationwide, as well as in Palm Cities, West Virginia. Mr. Majestro is currently the managing partner at Powell & Majestro P.L.L.C. The firm handles complex litigation including the representation of individuals and others who are victims of consumer fraud or are injured by defective products. Mr. Majestro and the firm have extensive experience in representing those injured by defective drugs and medical devices. Mr. Majestro has successfully represented or is currently representing clients with injuries caused by Fen-Phen/Redux, Paxil, Baycol, Propulsid, Oxycontin, Rezulin, Vioxx, hormone replacement drugs, pedicle screws, and breast implants. In addition, Mr. Majestro leads the firm's extensive consumer protection practice. Mr. Majestro recently filed the first cases in the country on behalf of public entities against the wholesale distributors of prescription opiates in southern West Virginia.

EXHIBIT 1

Exhibit 1: Representative List of Clients as of the Date of Submission

City of Cleveland, Ohio *designated a Track One case by CMO 1, *In re National Prescription Opiate Litigation*, MDL 2804	Barbara Langhenry, Esq. Law Director – City of Cleveland P: 216.664.2800 blanghenry@city.cleveland.oh.us
Cabell County, West Virginia **Cabell County is one of this group's first filed cases and among the first cases filed in the Nation, filed in March 2017	Beth Thompson, County Administrator, bthompson@cabellcounty.org

Baldwin County, Alabama
Bibb County, Alabama
Bullock County, Alabama
Cherokee County, Alabama
Chilton County, Alabama
City of Clanton, Alabama
Coffee County, Alabama
Conecuh County, Alabama
Cullman County, Alabama
Dallas County, Alabama
City of Decatur, Alabama
City of Demopolis, Alabama
Town of Double Springs, Alabama
City of Enterprise, Alabama
Etowah/Gadsden, et al., Alabama
City of Eufaula, Alabama
City of Fort Payne, Alabama
Greene County, Alabama
City of Guin, Alabama
City of Hamilton, Alabama
City of Hartselle, Alabama
Lawrence County, Alabama
Lowndes County, Alabama
Marengo County, Alabama
City of Marion, Alabama
City of Mobile, Alabama
Mobile County, Alabama
Morgan County, Alabama
City of Moulton, Alabama
City of Opp, Alabama
City of Ozark, Alabama
City of Phenix City, Alabama
Pike County, Alabama
City of Selma, Alabama
Sumter County, Alabama
Tallapoosa County, Alabama
City of Troy, Alabama
Tuscaloosa County, Alabama
City of Union Springs, Alabama
Washington County, Alabama
Wilcox County, Alabama
Butte County, California
Calaveras County, California
Contra Costa, California
Del Norte County, California
El Dorado County, California
Fresno County, California
Glenn County, California
Imperial County, California
Inyo County, California
Lassen County, California
Madera County, California
Mariposa County, California
Mendocino County, California
Merced County, California
Modoc County, California
Mono County, California
Monterey County, California
Nevada County, California
Placer County, California
Plumas County, California
Sacramento County, California
San Benito County, California
San Diego County, California
Shasta County, California
Siskiyou County, California
Stanislaus County, California
Sutter County, California
Tehama County, California
Trinity County, California
Tuolumne County, California
Yuba County, California

Exhibit 1: Representative List of Clients as of the Date of Submission

Bay County, Florida
Calhoun County, Florida
Escambia County, Florida
Gulf County, Florida
Holmes County, Florida
City of Miami Gardens, Florida
Miami-Dade County, Florida
City of New Port Richey, Florida
City of North Miami, Florida
City of Palm Bay, Florida
City of Panama City, Florida
Pasco County, Florida
City of Pensacola, Florida
Pinellas County, Florida
City of Pinellas Park, Florida
Santa Rosa County, Florida
City of St. Petersburg, Florida
Volusia County, Florida
City of Augusta, Georgia
City of Columbus, Georgia
Laurens County, Georgia
Lee County, Georgia
Monroe County, Georgia
Union County, Georgia
Wilkinson County, Georgia
Alexander County, Illinois
Bond County, Illinois
Christian County, Illinois
Coles County, Illinois
Edwards County, Illinois
Effingham County, Illinois
Gallatin County, Illinois
City of Granite City, Illinois
Hamilton County, Illinois
Hardin County, Illinois
Jasper County, Illinois
Jefferson County, Illinois
Jersey County, Illinois
Johnson County, Illinois
Lawrence County, Illinois
Livingston County, Illinois
Marion County, Illinois
Massac County, Illinois
City of Metropolis, Illinois
Pulaski County, Illinois
City of Rockford, Illinois
Saline County, Illinois
Shelby County, Illinois
Union County, Illinois
Wabash County, Illinois
Washington County, Illinois
White County, Illinois
Williamson County, Illinois
Winnebago County, Illinois
Town of Atlanta, Indiana
Town of Chandler, Indiana
City of Evansville, Indiana
City of Fishers, Indiana
City of Fort Wayne, Indiana
City of Greenwood, Indiana
Harrison County, Indiana
City of Hartford, Indiana
Howard County, Indiana
Jackson County, Indiana
City of Jeffersonville, Indiana
City of Kokomo, Indiana
City of Martinsville, Indiana
City of Montpelier, Indiana
City of Muncie, Indiana
City of New Albany, Indiana
City of Noblesville, Indiana
Town of Sheridan, Indiana
City of South Bend, Indiana
City of Terre Haute, Indiana
Tippecanoe County, Indiana
Vigo County, Indiana
City of Westfield, Indiana
Town of Zionsville, Indiana
Cherokee County, Kansas
Cowley County, Kansas
Pratt County, Kansas
Sedgwick County, Kansas
Allen County, Kentucky
Anderson County, Kentucky
Bell County, Kentucky
Boone County, Kentucky
Boyd County, Kentucky
Boyle County, Kentucky
Bracken County, Kentucky
Bullitt County, Kentucky
Campbell County, Kentucky
Carlisle County, Kentucky

Exhibit 1: Representative List of Clients as of the Date of Submission

Carter County, Kentucky
Christian County, Kentucky
Clark County, Kentucky
Clay County, Kentucky
Cumberland County, Kentucky
Elliott County, Kentucky
Fleming County, Kentucky
Franklin County, Kentucky
Garrard County, Kentucky
Greenup County, Kentucky
Harlan County, Kentucky
Henderson County, Kentucky
Henry County, Kentucky
Hopkins County, Kentucky
Jessamine County, Kentucky
Kenton County, Kentucky
Knox County, Kentucky
Laurel County, Kentucky
Leslie County, Kentucky
Letcher County, Kentucky
City of Lexington, Kentucky
Lincoln County, Kentucky
City of Louisville/ Jefferson Metro Government, Kentucky
Madison County, Kentucky
Marshall County, Kentucky
Martin County, Kentucky
Montgomery County, Kentucky
Nicholas County, Kentucky
Oldham County, Kentucky
Pendleton County, Kentucky
Perry County, Kentucky
Powell County, Kentucky
Pulaski County, Kentucky
Rowan County, Kentucky
Scott County, Kentucky
Shelby County, Kentucky
Spencer County, Kentucky
Union County, Kentucky
Wayne County, Kentucky
Whitley County, Kentucky
Woodford County, Kentucky
East Baton Rouge Parish/Baton Rouge, Louisiana
St. John Parish, Louisiana
Allegany County, Maryland
Cecil County, Maryland
City of Cumberland, Maryland
City of Frostburg, Maryland
City of Hagerstown, Maryland
Town of Acushnet, Massachusetts
City of Agawam, Massachusetts
City of Amesbury, Massachusetts
Town of Auburn, Massachusetts
Town of Billerica, Massachusetts
Town of Brewster, Massachusetts
Town of Bridgewater, Massachusetts
Town of Carver, Massachusetts
Town of Charlton, Massachusetts
City of Chelsea, Massachusetts
Town of Clarksburg, Massachusetts
Town of Danvers, Massachusetts
Town of Douglas, Massachusetts
Town of Dudley, Massachusetts
Town of East Bridgewater, Massachusetts
Town of Eastham, Massachusetts
City of Easthampton, Massachusetts
City of Everett, Massachusetts
Town of Freetown, Massachusetts
Town of Georgetown, Massachusetts
Town of Grafton, Massachusetts
City of Greenfield, Massachusetts
Town of Hanson, Massachusetts
City of Holyoke, Massachusetts
Town of Hopedale, Massachusetts
Town of Lakeville, Massachusetts
Town of Leicester, Massachusetts
City of Leominster, Massachusetts
Town of Leverett, Massachusetts
City of Lowell, Massachusetts
City of Lynn, Massachusetts
City of Malden, Massachusetts
Town of Marblehead, Massachusetts
Town of Marshfield, Massachusetts
Town of Mashpee, Massachusetts
Town of Mattapoisett, Massachusetts
City of Medford, Massachusetts
City of Methuen, Massachusetts
Town of Milford, Massachusetts
Town of Nantucket, Massachusetts
City of Newburyport, Massachusetts
City of North Adams, Massachusetts

Exhibit 1: Representative List of Clients as of the Date of Submission

Town of North Attleborough, Massachusetts
Town of North Reading, Massachusetts
City of Northampton, Massachusetts
Town of Northbridge, Massachusetts
Town of Norton, Massachusetts
Town of Norwell, Massachusetts
Town of Palmer, Massachusetts
Town of Pembroke, Massachusetts
City of Pittsfield, Massachusetts
Town of Plainville, Massachusetts
Town of Plymouth, Massachusetts
City of Revere, Massachusetts
Town of Rockland, Massachusetts
Town of Salisbury, Massachusetts
Town of Sandwich, Massachusetts
Town of Seekonk, Massachusetts
Town of Sheffield, Massachusetts
Town of Shirley, Massachusetts
Town of Somerset, Massachusetts
Town of Southbridge, Massachusetts
Town of Spencer, Massachusetts
Town of Sturbridge, Massachusetts
Town of Sudbury, Massachusetts
Town of Sutton, Massachusetts
Town of Templeton, Massachusetts
Town of Tewksbury, Massachusetts
Town of Truro, Massachusetts
Town of Tyngsborough, Massachusetts
Town of Warren, Massachusetts
Town of Watertown, Massachusetts
Town of West Boylston, Massachusetts
Town of West Springfield, Massachusetts
Town of West Tisbury, Massachusetts
Town of Westborough, Massachusetts
Town of Westford, Massachusetts
Town of Williamsburg, Massachusetts
Town of Winchendon, Massachusetts
Town of Winthrop, Massachusetts
City of Woburn, Massachusetts
Canton Township, Michigan
Eaton County, Michigan
City of Livonia, Michigan
Amite County, Mississippi
Benton County, Mississippi
City of Charleston, Mississippi
Forrest County, Mississippi
City of Greenwood, Mississippi
City of Hattiesburg, Mississippi
Itawamba County, Mississippi
City of Iuka, Mississippi
Jefferson County, Mississippi
Jefferson Davis County, Mississippi
Lawrence County, Mississippi
Leake County, Mississippi
Lincoln County, Mississippi
Marion County, Mississippi
Marshall County, Mississippi
Monroe County, Mississippi
Neshoba County, Mississippi
City of New Albany, Mississippi
Newton County, Mississippi
Perry County, Mississippi
Prentiss County, Mississippi
Stone County, Mississippi
Tallahatchie County, Mississippi
Tippah County, Mississippi
Union County, Mississippi
Walthall County, Mississippi
Montgomery County, Missouri
Pulaski County, Missouri
Warren County, Missouri
Douglas County, Nebraska
Sarpy County, Nebraska
Town of Derry, New Hampshire
City of Franklin, New Hampshire
City of Laconia, New Hampshire
Town of Londonderry, New Hampshire
State of New Mexico, New Mexico
Alamance County, North Carolina
Beaufort County, North Carolina
Brunswick County, North Carolina
Buncombe County, North Carolina
Burke County, North Carolina
Caldwell County, North Carolina
Carteret County, North Carolina
Caswell County, North Carolina
Catawba County, North Carolina
Columbus County, North Carolina
Craven County, North Carolina
Dare County, North Carolina
City of Fayetteville, North Carolina
Forsyth County, North Carolina

Exhibit 1: Representative List of Clients as of the Date of Submission

Gaston County, North Carolina
Greene County, North Carolina
Halifax County, North Carolina
City of Jacksonville, North Carolina
Madison County, North Carolina
Martin County, North Carolina
McDowell County, North Carolina
New Hanover County, North Carolina
Onslow County, North Carolina
Orange County, North Carolina
Person County, North Carolina
Pitt County, North Carolina
Randolph County, North Carolina
Richmond County, North Carolina
Rockingham County, North Carolina
Rowan County, North Carolina
Rutherford County, North Carolina
Stokes County, North Carolina
Surry County, North Carolina
Warren County, North Carolina
Watauga County, North Carolina
Wayne County, North Carolina
Wilkes County, North Carolina
City of Wilmington, North Carolina
City of Winston-Salem, North Carolina
Yadkin County, North Carolina
Yancey County, North Carolina
Adams County, Ohio
Ashland County, Ohio
Athens County, Ohio
Auglaize County, Ohio
Belmont County, Ohio
Brown County, Ohio
Champaign County, Ohio
City of Cincinnati, Ohio
Clermont County, Ohio
Columbiana County, Ohio
Coshocton County, Ohio
Crawford County, Ohio
Darke County, Ohio
Delaware County, Ohio
Erie County, Ohio
Fairfield County, Ohio
Franklin County, Ohio
Gallia County, Ohio
Geauga County, Ohio
Guernsey County, Ohio
Hamilton County, Ohio
Hocking County, Ohio
Huron County, Ohio
Jackson County, Ohio
Knox County, Ohio
Lawrence County, Ohio
City of Lebanon, Ohio
Licking County, Ohio
Logan County, Ohio
Marion County, Ohio
Monroe County, Ohio
Morrow County, Ohio
Muskingum County, Ohio
Ottawa County, Ohio
Perry County, Ohio
Pike County, Ohio
City of Portsmouth, Ohio
Ross County, Ohio
Scioto County, Ohio
Seneca County, Ohio
Shelby County, Ohio
Vinton County, Ohio
Wayne County, Ohio
Williams County, Ohio
City of Portland, Oregon
Columbia County, Pennsylvania
Indiana County, Pennsylvania
Luzerne County, Pennsylvania
Plains Township, Pennsylvania
City of Wilkes-Barre, Pennsylvania
Wyoming County, Pennsylvania
Town of Barrington, Rhode Island
Town of Bristol, Rhode Island
Town of Burrillville, Rhode Island
City of Central Falls, Rhode Island
Town of Charlestown, Rhode Island
Town of Coventry, Rhode Island
City of Cranston, Rhode Island
Town of Cumberland, Rhode Island
Town of East Greenwich, Rhode Island
City of East Providence, Rhode Island
Town of Foster, Rhode Island
City of Glocester, Rhode Island
Town of Hopkinton, Rhode Island
Town of Jamestown, Rhode Island

Exhibit 1: Representative List of Clients as of the Date of Submission

Town of Johnston, Rhode Island
Town of Narragansett, Rhode Island
City of Newport, Rhode Island
Town of North Kingstown, Rhode Island
Town of North Providence, Rhode Island
City of Pawtucket, Rhode Island
Town of Richmond, Rhode Island
Town of Smithfield, Rhode Island
Town of South Kingstown, Rhode Island
City of Warwick, Rhode Island
Town of West Greenwich, Rhode Island
Town of West Warwick, Rhode Island
Town of Westerly, Rhode Island
Campbell County, Tennessee
Crockett County, Tennessee
Fentress County, Tennessee
Greene County, Tennessee
Hamblen County, Tennessee
Hancock County, Tennessee
Hawkins County, Tennessee
Haywood County, Tennessee
Henderson County, Tennessee
Johnson County, Tennessee
City of Lexington, Tennessee
Madison County, Tennessee
Montgomery County, Tennessee
Overton County, Tennessee
Pickett County, Tennessee
Williamson County, Tennessee
Blackfeet Tribe
Eastern Band of Cherokee Indians Tribe
Lower Brule/Sioux Tribe
Red Lake Band of Chippewa Tribe
Seneca Nation Tribe
Tule River Tribe
White Earth Tribe
Utah County, Utah
Scott County, Virginia
City of Virginia Beach, Virginia
Boone County, West Virginia
Fayette County, West Virginia
Kanawha County, West Virginia
Logan County, West Virginia
City of Vienna, West Virginia
Wayne County, West Virginia
Dane County, Wisconsin
Milwaukee County, Wisconsin
Waukesha County, Wisconsin

EXHIBIT 2

Exhibit 2: Baron & Budd Representing States' Attorneys Generals in Pharmaceutical Litigation

Mississippi Office of the Attorney General Case Against Fresenius

Jim Hood, Attorney General of the State of Mississippi, ex rel. the State of Mississippi v. Fresenius Medical Care Holdings, Inc.; and Fresenius USA, Inc.; Cause No.: 14-cv-152, Chancery Court of DeSoto County, Mississippi

Nature of the litigation and Baron & Budd's role:

This case was brought by the State of Mississippi against Fresenius Medical Care Holdings, Inc. and Fresenius USA, Inc. to recover under the Mississippi Consumer Protection Act (MCPA), which grants the Attorney General authority to prosecute state consumer protection laws on behalf of the State of Mississippi. Defendants violated the MCPA by engaging in unfair methods of competition and unfair and deceptive trade practices within the State in connection with the marketing and sale of GranuFlo.

Status of case, range of responsibilities and current disposition of case:

This case was filed in January 2014 and litigation is on-going. Baron & Budd attorneys serve as co-counsel with other firms and the State's Office of the Attorney General. Baron & Budd attorneys directly engage with the deputy Attorneys General and co-counsel on all phases and facets of the litigation. Baron & Budd shareholder Laura Baughman has taken the lead in drafting pleadings, formulating strategy of the litigation, propounding and responding to discovery, defending and taking multiple fact witness depositions, working with potential testifying and consulting experts, as well as arguing at hearings before the Chancery Judge and overseeing the motion practice. Of Counsel attorneys Ann Saucer and Alicia Butler have engaged in extensive motion practice including taking the lead in briefing two motions to compel document productions of allegedly privileged Defendant documents. The Orders granting both of these Motions (one of which included an award for monetary sanctions) have been appealed to the Mississippi Supreme Court and Laura Baughman and Ann Saucer are taking the lead in responding to the Defendants' briefing on the appeals. Baron & Budd has also taken the lead in discovery document gathering and production on behalf of the State and management and review of the Defendants' document productions.

Mississippi Office of the Attorney General Case Against GlaxoSmithKline

Jim Hood, Attorney General of the State of Mississippi, ex rel. the State of Mississippi v. GlaxoSmithKline, LLC; Cause No 17-cv-163, Chancery Court of Hinds County, Mississippi

Nature of the litigation and Baron & Budd's role:

This case was brought by the State of Mississippi against GlaxoSmithKline ("GSK") alleging that GSK engaged in in unfair or deceptive trade practices in its marketing of several pharmaceutical drugs to treat conditions for which their safety and efficacy had not been established. Specifically, the State alleges that Defendant knowingly and willfully engaged in conduct that constitutes an unfair method of competition and/or an unfair or deceptive trade practice and a violation of the Mississippi Consumer Protection Act, including misrepresenting the sponsorship or approval of the drugs; misrepresenting affiliation, connection, or association with, or certification by another; representing that the drugs had characteristics, approval, benefits, uses and/or quantities that they do not have; representing that the drugs were of a particular standard, quality, or grade when, in fact, the drugs were not of that standard, quality, or grade; omitting from its representations the material fact that it had been unlawfully paying, and offering remuneration to, healthcare providers to induce them to promote and prescribe the drugs.

Exhibit 2: Baron & Budd Representing States' Attorneys Generals in Pharmaceutical Litigation

Status of case, range of responsibilities and current disposition of case:

This case was filed in February 2017 and litigation is on-going. Baron & Budd attorneys serve as co-counsel with other firms and the State's Office of the Attorney General. This case was removed from state court to federal court by the Defendant and Plaintiff's Motion to Remand has been fully briefed. The parties are awaiting a decision from the federal court judge on whether the Motion will be granted without hearing. Anticipated responsibilities include directly engaging with the deputy Attorneys General and co-counsel on pleadings, strategy of the litigation, and lengthy discovery with multiple depositions and complex motion practice.

New Mexico Office of Attorney General, Plavix Case

State of New Mexico, ex rel. Hector H. Balderas, Attorney General vs. Bristol-Myers Squibb Company, et al., Case No. D-101-CV-2016-02176, First Judicial District Court, County of Santa Fe, New Mexico

Nature of the litigation and Baron & Budd's role:

This case was brought by the State of New Mexico against Bristol-Myers Squibb Company , Sanofi-Aventis U.S. LLC, Sanofi US Services, Inc. and Sanfoi-Synthelabo Inc., for claims relating to Defendants' false, deceptive, and unfair labeling, promotion, and marketing of their prescription antiplatelet drug, Plavix (clopidogrel bisulfate). The State of New Mexico's complaint alleges that since March 1998, Defendants knew or should have known that Plavix has a diminished or no effect on a substantial and significant percentage of New Mexico's patient population and that those patients for whom Plavix would not work could have been identified through a simple genetic test. The State further alleges that Defendants failed to disclose that information and, in fact, sought to push sales of Plavix ever higher through their campaign to replace much cheaper and safer aspirin with Plavix. On March 23, 2010, at the insistence of the Food and Drug Administration, Defendants finally added a "black box warning" to Plavix's label that discloses that Plavix does not become effective until it is metabolized into its active form by the CYP2C19 liver enzyme, a fact well known to Defendants more than a decade earlier. The State's complaint alleges causes of action under the New Mexico Unfair Practices Act, the New Mexico Medicaid Fraud Act, the New Mexico Fraud Against Taxpayers Act, and for common law and equitable claims for fraud, unjust enrichment, and negligence.

Status of case, range of responsibilities and current disposition of case:

This case was filed in September 2016 and litigation is on-going. Baron & Budd attorneys serve as co-counsel with other firms and the State's Office of the Attorney General. Defendants filed a Motion to Dismiss or, in the alternative, Stay or Dismiss Proceedings until resolution of a federal *qui tam* case pending in New Jersey on November 28, 2016. On January 6, 2017, the State filed its response. The court ultimately stayed the case pending resolution of the *qui tam* action. On June 27, 2017, the federal *qui tam* action was resolved and the stay lifted. On August 10, 2017, Defendants filed supplemental briefing in support of their motion to dismiss. The State's response is due on August 31, 2017. No hearing date has been set by the court. The State believes it will prevail on the Motion to Dismiss after which responsibilities of counsel will include directly engaging with the Deputy Attorney General and co-counsel on pleadings, strategy of the litigation, and a lengthy discovery process with multiple depositions and complex motion practice.

Hawai'i Office of the Attorney General, Plavix Case

State of Hawai'i, ex rel. Douglas S. Chin, Attorney General v. Bristol-Myers Squibb Company, et al., Civ. No. 14-1-0708-03, Civ. No. Civ. No. 14-1-0708-03, First Circuit Court, State of Hawaii

Exhibit 2: Baron & Budd Representing States' Attorneys Generals in Pharmaceutical Litigation

Nature of the litigation and Baron & Budd's role:

This case was brought by the State of Hawai'i against Bristol-Myers Squibb Company, Sanofi-Aventis U.S. LLC, Sanofi US Services, Inc. and Sanfoi-Synthelabo Inc., for claims relating to Defendants' false, deceptive, and unfair labeling, promotion, and marketing of their prescription antiplatelet drug, Plavix (clopidogrel bisulfate). The State of Hawai'i's complaint alleges that since March 1998, Defendants knew or should have known that Plavix has a diminished or no effect on a substantial and significant percentage of the State of Hawai'i's patient population and that those patients for whom Plavix would not work could have been identified through a simple genetic test. The State further alleges that Defendants failed to disclose that information and, in fact, sought to push sales of Plavix ever higher through their campaign to replace much cheaper and safer aspirin with Plavix. On March 23, 2010, at the insistence of the Food and Drug Administration, Defendants finally added a "black box warning" to Plavix's label that discloses that Plavix does not become effective until it is metabolized into its active form by the CYP2C19 liver enzyme, a fact well known to Defendants more than a decade earlier. The State's complaint alleges causes of action under the State of Hawai'i's Unfair or Deceptive Acts or Practices and Consumer Fraud Against Elders, and equitable claim of unjust enrichment.

Status of case, range of responsibilities and current disposition of case:

This case was filed in January 2015 and litigation is on-going. Baron & Budd attorneys serve as co-counsel with other firms and the State's Office of the Attorney General. The State successfully opposed Defendants' Motion to Dismiss and the case is currently in the discovery phase. Counsel has been engaged already in numerous depositions of Defendants' representatives and various discovery and related motions. Defendants have produced over 2.5 million pages of documents, which are currently being reviewed.

Reference

Hawaii Office of the Attorney General
425 Queen Street
Honolulu, HI 96813
Tel: 808-586-1500

EGLET PRINCE

May 15, 2018

Via E-Mail & U.S. Mail:
City of Las Vegas
495 S. Main Street
Las Vegas, NV 89101

Re: Request for Statement of Qualifications ("RSOQ") with regard to Potential Opioid Litigation

To Whom It May Concern:

In response to the above-referenced Request for Statement of Qualifications ("the Request" and/or "RSOQ") being sought by the City of Las Vegas ("the City") to pursue potential claims against certain opioid drug companies, the law firms of Eglet Prince; the Cochran Firm, P.C.; and Skikos, Crawford, Skikos and Joseph ("the Firms" and/or "our Firms") hereby request your consideration to be retained as special counsel for such efforts.

This transmittal letter includes the requested response (hereinafter "Response") to the RSOQ and addresses any exceptions to the City's requirements. Pursuant to that Request, the enclosed Response will address the following: (1) the general experience and background of our Firms; (2) our subject matter areas of expertise; (3) the qualifications of the attorneys who would be tasked with the litigation; (4) the firm's general litigation strategy; (5) any potential conflicts of interests; and (6) evidence of professional liability insurance.

Exceptions to the Contingency Fee of 15%

As discussed in further detail herein and in the enclosed Response, our Firms take exception to the City's 15% contingency fee requirement found in the City's RSOQ. In our view, attorneys willing to accept a fee this low will simply file the case in federal court and ship the litigation to Ohio where the multi-district litigation (MDL) has been set up. The case will not be worked up and the City's lawsuit will be one of hundreds in danger of being lost. To date, a handful of out of state firms have amassed a sizable clientele of cities/counties. Hundreds of these cases have been filed, or otherwise transferred to federal court, but nearly all these cases have been in a perpetual holding pattern with little to no motion practice or written discovery being conducted. Once law firms actually start working on these cases, more attention will inevitably be given to the largest counties/municipalities which will get the lion's share of settlements and the City's potential recovery, if any, will suffer. By filing a lawsuit in federal

court and sending the case to an MDL in Ohio, the City would be putting its fate as well as the fate of Nevadans, in the hands of a federal judge and jury and a steering committee of out of state attorneys whose priority is not the City of Las Vegas.

Yet, those in favor of this "park and ride" approach would have the City believe that a state-based strategy is not a viable option. One argument often forwarded by these firms is that these cases will inevitably be removed to federal court and cannot be remanded back to state court due to diversity jurisdiction. This is patently false. Generally, diversity jurisdiction is a procedural tool used by the defense whereby a case filed in state court may be removed to a federal court. Defendants often employ this strategy so their clients stand a better chance at defending, and even dismissing, lawsuits entirely. Defendant companies that operate outside of the state in which a lawsuit is brought can remove their case to federal court. However, diversity is "destroyed" when a defendant company is incorporated in the same state that plaintiff is a resident of. Under this scenario, defendant companies may not remove their lawsuit. To be clear, not all defendants need to be incorporated in the state in which the suit is brought in order to destroy diversity. <u>It only takes one defendant to keep a case in state court</u>.

Here, our Firms have identified several opioid manufacturers and distributors that are incorporated in Nevada. These companies purposefully came to our State to take advantage of the legislative, regulatory and tax schemes thus availing them to our laws and jurisdiction. This would permit the City to destroy diversity and keep this entire lawsuit in state court. Under the law, these companies cannot remove their cases and engage in this procedural gamesmanship.

In reality, the primary reason law firms are shipping litigation to the federal MDL in Ohio (and handing the defendant drug companies a key advantage) is because these firms represent <u>hundreds</u> of clients from different states. They are fully cognizant of the fact that they cannot keep all their cases in state court because, unlike Nevada, manufacturers and distributors may not be incorporated in their respective states. Therefore, to avoid litigating cases in multiple states and expend limited resources, these out of state law firms have chosen to strategically file and/or move their cases to federal court, abandoning all the benefits state court litigation would give them in order to extract a settlement without having to work up each client's case. By choosing to file its lawsuit in federal court and shipping the case to be tried in an MDL in the Northern District of Ohio, the City would be surrendering those benefits for the convenience of these "national" law firms to litigate their case in this particular forum. This is not the strategy our Firms wish to pursue.

In our view, this "park and ride" approach is short-sighted and does little for the City and its residents in abating this public health crisis. We are aware that a number of firms [*e.g.* Levin Papatonio; Baron & Budd; Simmons, Hanly, Conroy; Crueger Dickenson and others], are in

favor of forcing this approach to the litigation. Should the City require a 15% contingency fee as a condition of being selected as special counsel, our Firms will proceed in federal court and follow the same "park and ride" strategy that the firms competing for this contract will follow. We do not, however, believe this is the best approach for the City. Our Firms wish to pursue a state-based strategy in the prospective litigation.

Specifically, we encourage the City to file an action in state court against the opioid drug companies. For the uninitiated, it is much more favorable for a plaintiff to bring a case in state court and the advantages of pursuing a state-based strategy are numerous. First, the City would have more control over the lawsuit in Nevada than it would in a federal court in Ohio. In the federal MDL, the City will be one of several hundred claimants with no local representation or voice in the courtroom, relying upon out of state attorneys and a federal judge who may have visited Las Vegas on a single handful of occasions, if at all.

Second, the City will have much more favorable product liability laws in Nevada, thus increasing the chances of a recovery. Nevada endorses public policy in favor of protecting consumers and not big business. Our state also has not adopted the "learned intermediary doctrine" which drug companies often use to blame doctors to escape liability. Nevada also has no limit on punitive damages in product liability cases which gives significant power to our communities in deciding a just and fair punishment to those causing this crisis.

Third, potential plaintiffs stand to recover sizeable verdicts in state court judgments whereas the verdicts in federal court are substantially less. In our view, a case brought by the City here has the potential to recover hundreds of millions of dollars in compensatory damages alone in state court. The potential punitive damage verdict could very well be in excess of a billion dollars. However, those chances of a potential recovery are greatly diminished in federal court–likely to be only in the millions of dollars at best. This is specifically why defendants persistently aim to defend their cases in federal court.

Lastly, jury verdicts in federal court must be unanimous or there is no recovery. In other words, an entire jury must all find in favor for a plaintiff at trial and must also completely agree how much a plaintiff should be awarded in damages, otherwise there is no recovery. State courts in Nevada do not have this same requirement thus making it much easier to obtain a potential recovery for the City in this prospective litigation. Moreover, if the City's case proceeds in state court and goes to trial, the last thing the defendant drug companies want is to be in front of an empaneled jury of Las Vegas residents where only six out of the eight jurors can find a verdict.

Our Firms have a consistent record of keeping our cases in state court against a foreign pharmaceutical company. Eglet Prince pursued a state-based strategy against the drug company

in their lawsuit against Takeda alleging that the Japanese pharmaceutical company manufactured "Actos," a drug which caused bladder cancer. Plaintiffs reached a very favorable confidential resolution with Taekda during the second trial in state court. In a different example, Eglet Prince successfully pursued a state-based strategy against Teva, an Israeli based manufacturer of medical products which caused a Hepatitis C outbreak in Las Vegas. Those state court juries awarded plaintiffs a combined $1.5 billion in compensatory and punitive damages in four trials. While our Firms acknowledge that past success does not necessarily guarantee future outcomes, we believe a state-strategy for this prospective litigation will succeed.

Our Firms are sensitive to the financial obligations that are part and parcel with managing a municipality, and as part of our retention, the Firms will furnish all necessary resources for this lawsuit. The City **will not** be required to expend any of its present and/or future resources for purposes of this litigation. Neither will the City be required to hire any additional personnel, now or in the future, specifically for this lawsuit. We will front all costs and risk related to the opioid litigation until we achieve a settlement. Our Firms have allocated $18 million for litigation costs and have obtained a line of credit specifically for these opioid cases with Bank of Nevada, a local financial institution that we have partnered with for the better part of decade.[1] As such, the City will not be responsible for any out-of-pocket costs associated with the litigation. This eliminates the City's risk and will not require the City to spend any taxpayer dollars.

As you may be aware, litigation brought by local governments is mostly being financed and managed by private law firms who are compensated on a contingency fee basis. Most of these firms are predominantly funding their litigation through outside companies that bankroll legal fees in exchange for a share of any settlement proceeds. These litigation loan companies may unduly influence a law firm's decision to accept a lower settlement at the expense of their client in order to be paid. By contrast, the partners at our Firms are personally and financially invested in this matter, securing a loan through the Bank of Nevada because we do not desire to be beholden to a litigation loan company directing settlement.

By comparison, our Firms propose a total contingency fee of 25% for representing the City as special counsel and employing a state-based strategy for this litigation. This fee is reasonable in light of the amount of work necessary to prosecute this case and reflects the amount of risk involved. Moreover, this is a fee already agreed upon by a number of political subdivisions pursuing similar claims, including cities and counties in Nevada. It is also commensurate with the standard contingency fee provided under Nevada law, had the Attorney General, on behalf of the State, pursued similar litigation and retained outside counsel. This is

[1] Letter from Bank of Nevada to Eglet Prince dated April 5, 2018 enclosed herein.

also well below the standard fee in most contingency fee agreements of 40% of the total recovery.

Plus, economies of scale will reduce the litigation costs the City will incur (if and only if a recovery is obtained) by retaining law firms handling multiple governmental clients in Nevada – each of whom need only pay their *pro rata* share of costs as opposed to the total costs incurred – resulting in a substantial saving to the City over what it would have otherwise paid. As stated herein, Eglet Prince has been retained by the counties of Clark, Mineral, Lincoln, Churchill, and Carson City, as well as the cities of North Las Vegas and Reno. We are in active negotiations with most of the remaining Nevada political subdivisions regarding similar litigation against the drug companies. If the City were to retain our Firms, the City as well as other participating Nevada governmental entities may share in certain costs borne out of that litigation that otherwise would have been incurred by each had they retained different outside counsel.

Litigation as a Tool to Effectuate Positive Change

For decades, opioid manufacturers have misled the public about the benefits of opioids and concealed their addictive qualities. Distributors have poured countless pills into our communities. Drug overdoses, mainly fueled by opioids, killed approximately 64,000 people in 2016 according to the Centers for Disease Control and Prevention. By comparison, more Americans died of drug overdoses in 2016 than those that died in the Vietnam War. Yet, some are quick to claim that the opioid epidemic is overstated. Others merely see this as political posturing in a busy campaign season. However, the statistics suggest otherwise.

Data from the Nevada Department of Health and Human Services and other state agencies show the death and destruction opioids have caused our communities.[2] Opioid overdose deaths have doubled in the last ten years and Nevada ranks as the fourth highest in the country for overdose deaths. While the national rate for opioid prescriptions is 66.5 pills per 100 people, there are 94 prescriptions written for every 100 residents in Nevada. In some of our cities and counties, the rate is as high as 158 prescriptions per 100 residents.

The opioid epidemic is a complex issue requiring a multi-faceted solution. Litigation is but one tool available to the City to effectuate positive change. While one option would be to do nothing, many are taking action to help abate the worst public health crisis of our generation. Over 400 lawsuits have currently been filed against the drug companies by local governmental entities across the country. The City of Las Vegas should not stand on the sidelines as its residents continue to die at a rapid rate.

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[2] http://opioid.snhd.org

Our Firms have been developing a strategy for well over a year and a half against the opioid manufacturers and distributors. We are intimately familiar with the pharmaceutical industry, their business practices, and the potential defendants in this case as well as the law firms that represent them. Our Firms represent a number of Nevada cities and counties pursuing similar claims against the opioid drug companies. We have filed a lawsuit on behalf of Clark County and intend to file suit on behalf of our other clients in the immediate future. Based on our experience, knowledge and past representation, we believe that our Firms are best positioned to pursue such a lawsuit on behalf of the City.

Not long ago, Eglet Prince was successful in litigation addressing a different public health crisis in the City of Las Vegas related to practices that led the Southern Nevada Health District to send out notices to 50,000 patients (the largest of its kind at the time) informing them of their potential exposure to Hepatitis C. Eglet Prince brought suit against one of the largest drug manufacturers and distributors for their role in the unsafe injection practices that caused the outbreak and recovered close to $1.5 billion for its clients by pursuing a state-strategy. Similar lawsuits were brought in federal court but settled for significantly less. These state lawsuits helped shape future medical injection practices in Las Vegas and across the globe, making it safer for patients by reducing the likelihood that they contract such blood-borne diseases.

We believe our Firms are the best group to prosecute this litigation for the City. Eglet Prince is a local law firm in the heart of downtown Las Vegas. Partners of the firm, Robert Eglet, Dennis Prince, and Robert Adams, are lifelong Nevadans who care deeply for their community. This is our home, the place where we each raised our families and hope one day our children will each raise theirs. But our children cannot grow up in a place where underneath the neon lights, our neighborhoods are drowning in pills. We have seen firsthand the death and devastation wrought by this crisis. The City must now take action.

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Based on the foregoing, we believe the City should move forward with litigation against the opioid drug companies and that our services would be of significant value towards your efforts to pursue such a lawsuit. Thank you for your consideration. We look forward to the possibility of discussing this very important issue with you in more detail.

Sincerely,

EGLET PRINCE



Robert T. Eglet, Esq.
Robert M. Adams, Esq.

Encl. as stated

BANK OF NEVADA

Headquarters Office
2700 West Sahara Avenue
Las Vegas, NV 89102
T: (702) 248-4200

April 5, 2018

Eglet Law Group, LLP
c/o: Robert T. Eglet
400 S. 7th Street
Las Vegas, NV 89101

Dear Mr. Eglet,

Bank of Nevada ("the Bank") deeply values our working relationship with the Eglet Law Group, LLP, dba Eglet Prince (the "Firm") and we are pleased to have the opportunity to partner with you on $18,000,000 of credit facilities (the "Loans") which may be used for costs related to representing the City of Reno and others against the opioid manufacturers and distributers. The Bank does not anticipate increasing the interest rate of the Loans in connection with a renewal, increase or modification to the Loans above the current rate of prime plus 1.25% so long as the financial strength of the Firm remains the same and the Loans are being handled properly.

If you have any questions regarding this letter, please feel free to contact my office at (702) 252-6102.

Sincerely,

John Guedry
CEO
Bank of Nevada

A. General Experience and Information Concerning the Company:

1) Provide general information about your Company – Number of years in existence, number of attorneys, areas of expertise, financial and manpower support capacity, etc.

The law firms of Eglet Prince, the Cochran Firm, P.C., and Skikos, Crawford, Skikos and Joseph (hereinafter "the Firms and/or our Firms") have significant experience litigating high profile cases with proven results. A statement of qualifications and relevant experience for each of the above-referenced law firms is provided below. Information pertaining to specific attorneys having primary responsibility of the litigation is provided in Section C herein.

Eglet Prince

Eglet Prince is a preeminent Nevada law firm comprised of fourteen attorneys and dozens of support staff having long-standing relationships with our judiciary. The firm is located within the heart of downtown Las Vegas and leases office space to a number of other law practitioners in its building. Eglet Prince has been repeatedly recognized as a consumer rights advocate consistently obtaining substantial verdicts at trial. In 2014, the *National Law Journal* named Eglet Prince as one of the "12 Best Plaintiff's Law Firms in the Country" and one of the "50 Best Trial Firms in America." The firm has significant experience litigating high profile cases with proven results, especially lawsuits against the pharmaceutical industry.

Robert Eglet is the senior partner of the firm and has represented clients in Nevada for 30 years. In one form or another, the Eglet Prince firm has been a fixture of the Las Vegas legal community for over 25 years. Eglet Prince by its former name (Mainor Eglet) existed for ten years and its predecessor (Mainor Harris) lasted for eleven years. Mainor Eglet/Mainor Harris' senior partner, Randall Mainor, practiced law in Nevada for over 30 years until his untimely death in 2007.

Eglet Prince obtained the largest injury verdicts in the United States, in 2010 ($505 million) & 2013 ($524 million) and in 2011, it obtained the third largest verdict in the United States which involved Nevadans hurt by negligent drug manufacturers. The firm's senior partner, Robert Eglet, is the only lawyer in the country to ever obtain the largest injury verdict in America twice, two verdicts in the top five in America for two consecutive years and verdicts in the top five in three out of four consecutive years. Eglet Prince was named as one of America's 25 Most Influential Law Firms by the Forum recognizing the firm as one of the top plaintiff firms in the United States – an honor bestowed by the Trial Lawyers Magazine to distinguished law firms.

The Cochran Firm, P.C.

The Cochran Firm, P.C. is the namesake of attorney Johnnie L. Cochran, Jr. who founded the law firm over four decades ago. With regional offices nationwide, the Cochran Firm is one of the nation's premier personal injury & medical malpractice law firms with some of the most aggressive attorneys, known for their tireless and effective legal representation. The Cochran Firm, which has twenty-three regional offices located in nineteen states with attorneys licensed in twenty-five states, serves injury victim and damaged claimants throughout the United States.

The firm includes a diverse group of over 120 talented attorneys, many of whom are women and/or with minority backgrounds, dedicated to providing the highest quality legal representation.

The Cochran Firm has obtained significant results, verdicts and settlements on behalf of clients in a wide variety of cases including complex pharmaceutical litigation and class actions. The firm's partners have practiced law in courtrooms throughout the United States for over five decades. The diverse resume of verdict and settlements of the firm includes over $35 billion recovered in settlements from the tobacco industry, drug companies and product manufacturers.

Skikos, Crawford, Skikos and Joseph

Skikos, Crawford, Skikos and Joseph is a national litigation firm of eight attorneys intimately familiar with the pharmaceutical industry. Based in San Francisco, California with offices in Orange County as well as Cleveland, Ohio, the Skikos firm represents clients in numerous federal court multi-district litigation (MDL) and state court class actions, focusing on cases against the pharmaceutical industry.

Attorneys at the firm have practiced law together for over twenty years and have earned an outstanding nationwide reputation for excellence. The firm's attorneys are dedicated to protecting the rights of individuals and businesses that have been injured or wronged. The Skikos firm has extensive experience handling litigations encompassing a wide variety of injuries. Over the years, the firm has consulted with a variety of top medical experts to enable them to better understand the causality and long-term effects of injuries caused by defective medical devices and pharmaceuticals. This unique understanding of both the medical and legal complexities of mass tort cases allows the firm's attorneys to effectively analyze each claim and seek a resolution that successfully meets the needs of the injured parties.

Since the early 1990's, the firm's original partners helped build it into a noteworthy national pharmaceutical drug and medical device litigation practice and its reputation for quality legal representation, especially in the area of mass torts, has only continued to grow. Today, the Skikos firm is recognized as national leaders in defective drug and medical device mass tort litigation. The firm handles all aspects of pharmaceutical drug and other complex litigation, including investigation, individual case handling, individual and national discovery, law and motion, settlement, trial and appellate work.

2) Within the past three years, have there been any significant developments in your Company such as changes in ownership or restructuring? Do you anticipate any significant changes within the next five (5) years? Please describe.

There have been no significant developments to the Firms within the last three (3) years of the its operations, including but not limited to changes in ownership and/or restructuring having an adverse effect in servicing the its clients. Neither do any of the Firms seeking consideration as special counsel anticipate any significant changes within the next five (5) years that would impact its ability to represent the City. With significant capital and resources, the

Firms are well positioned to prosecute the City's claims against the opioid drug manufacturers and distributors.

3) Describe the on-line services, publications and other resources maintained by your Company dealing with the Subject Matter Areas, including subscription services and periodicals.

Not applicable.

4) Has your Company or an attorney in your Company's employ who would have any involvement with the possible provision of legal assistance, advice, or representation contemplated by this RSOQ ever been disciplined or censured by any regulatory body? If so, describe the principal facts.

Not applicable.

5) Within the last five (5) years, has your Company, or a partner or attorney in your Company, been involved in litigation or other legal proceedings relating to provision of legal services? If so, provide a brief explanation and indicate the current status or disposition.

***Century Surety Company v. Prince et al.*, Case No.: 2:16-cv-02465-JCM-PAL**

The above referenced case involved allegations that Dennis Prince (named partner at Eglet Prince) participated in a supposed scheme to fraudulently procure a multi-million dollar judgment against an insurance company. The court ultimately dismissed the suit on the merits recognizing the frivolity of the allegations and held that Nevada's anti-SLAPP statute precluded the insurance company from bringing its RICO and civil conspiracy claims against Mr. Prince. The court further awarded Mr. Prince attorney's fees and costs as a result of the suit. It is also worth noting that prior to filing suit, the insurance company was repeatedly unsuccessful in setting aside a judgment, which Mr. Prince obtained as counsel for his client in a separate matter, likely precipitating Century's meritless lawsuit.

6) List all current litigation(s) in which your Company is a defendant. Provide a brief explanation and indicate the current status or disposition.

Not applicable.

7) Does your Company represent any other states or governmental entities? If so, list the entity, and provide a contact and telephone number.

Below is a list of governmental entities that have retained Eglet Prince along with respective contact information. Our Firms anticipate that any contact by the City and any local governmental entities referenced below for the purpose of this RSOQ will be limited to confirming representation. Such contact by the City must not encompass matters protected under attorney-client privilege which would not only be improper but also may potentially jeopardize that specific client's lawsuit.

Clark County
Steven B. Wolfson, District Attorney
(702) 671-2500

Mineral County
Sean Rowe, District Attorney
(775) 954-3636

City of Reno
Sabra Newby, City Manager
(775) 334-2400

Carson City
Jason Woodbury, District Attorney
(775) 887-2070

City of North Las Vegas
Micaela Moore, City Attorney
(702) 633-1050

Churchill County
Ben Shawcroft, Chief Deputy District Attorney
(775) 428-0217

Lincoln County
Daniel Hooge, District Attorney
(775) 962-8073

8) Please describe your Company's backup procedures in the event one or more attorneys assigned to a matter contemplated by this RSOQ leave the Company.

The attorneys having primary responsibility of the litigation do not anticipate leaving their respective law firms during the pendency of this case as they are personally and financially invested in the litigation. Senior partners Robert Eglet and Robert Adams are lifelong Nevadans who grew up here as children, have each raised their own families in the State, and hope their children raise families of their own here. In addition, the Firms already represent a number of other local governmental entities bringing similar claims. Mr. Eglet as well as other partners of the firm have secured a significant line of credit for this prospective litigation and are serving as guarantors.

And while it would be impossible for any law firm to predict with any certainty the makeup of its employees when this litigation resolves (let alone a year from now), the Firms employ a number of attorneys and staff that have been with the firm for many years. For example, there are a number of attorneys and staff members that have worked at Eglet Prince for the 25 years of the firm's existence.

B. Subject Matter Areas Experience:

1) Provide a detailed description of the Company's experience in the Subject Matter Areas, including identification of the approximate number of engagements involving the Subject Matter Areas during the last five (5) years. Of those engagements, the Company should select no more than five (5) illustrative matters and provide the following information:
   a) Nature of the matter and the Company's role;
   b) The year and the approximate dollar amount of the claim;
   c) Status of case and range of responsibilities; and
   d) Disposition of case, and if relevant, a description of damages negotiated/awarded or other relief obtained.

e) Company/agency/department/office to which legal services were provided, including contact information and email address, to be used as references.

Eglet Prince has substantial experience in complex civil litigation and mass torts with exceptional results. Below are a small sample of cases illustrative of the firm's experience against the pharmaceutical industry and the firm's ability to recover for their clients.

***Chanin et al. v. Teva Parenteral Medicines Inc. et al.*, Case No. A-10-571172 in the Eighth Judicial District Court, Clark County, Nevada ($505,100,00 verdict)**

Henry Chanin contracted hepatitis C after undergoing a routine colonoscopy at a local medical facility in Las Vegas. During the procedure, he was administered a 50mm vial of propofol, a generic form of anesthesia manufactured by Teva Parenteral Medicines, Inc. and distributed by Baxter Healthcare Corp. Plaintiff alleged that he had blood work performed that came back positive for hepatitis C days immediately after the colonoscopy.

Mr. Chanin, represented by Eglet Prince, brought suit in state court against Teva (a company headquartered in Israel) and Baxter (a company incorporated under the laws of Delaware). Plaintiff alleged claims of strict liability, design defect, failure to warn and breach of the implied warranty of fitness for a particular purpose. Eglet Prince argued the vials of Propofol were designed for infusion procedures in intensive care units and contain five more times the amount of Propofol needed for an endoscopic procedure. By distributing these oversized vials to surgery centers, the manufacturers and distributors encouraged health care facilities to dose multiple patients from a single vial and risked cross-contamination of blood-borne diseases between patients.

According to the manufacturer, Teva admitted there was "proclivity" among health care providers to dose multiple patients from the same jumbo vial and the manufacturer was aware of this practice for at least a decade of the product's use. Despite indicia of this improper use, the defendant drug companies continued to manufacture and distribute these 50 millimeter vials because it was more cost-effective for their bottom-line than using smaller vials (which the company also manufactured).

Following a four week trial in which Robert Eglet served as lead trial counsel, the jury unanimously found in favor of Mr. Chanin and awarded $505 million, including a punitive damage award for defendant's reprehensible conduct which led to plaintiff's contraction of hepatitis C.

***Sacks et al. v. Sicor Inc. et al.*, Case No. A-10-572315 and related cases, in the Eighth Judicial District Court, Clark County, Nevada ($182,600,000 verdict)**

Richard Sacks and other plaintiffs contracted hepatitis C following routine colonoscopies at local medical facilities. Plaintiffs were administered a 50mm vial of propofol, a generic form of anesthesia manufactured by Teva Parenteral Medicines, Inc. and distributed by Baxter Healthcare Corp. as well as McKesson Corp. (a Delaware corporation). Plaintiffs, represented by Eglet Prince and other counsel, brought suit against these distributors and manufacturers for

strict liability, design defect, failure to warn and breach of the implied warranty of fitness for a particular purpose.

Following a seven week trial in state court where Robert Eglet served as lead trial counsel, the jury found in favor of plaintiffs awarding $182.6 million in damages against Teva Parenteral Medicines, Inc., Baxter Healthcare Corp., and McKesson Corp.

***Meyer v. Health Plan of Nevada Inc. et al.*, Case No. A-13-583799 and related cases in the Eighth Judicial District Court, Clark County, Nevada ($524,000,000 verdict)**

Plaintiffs brought suit against defendants in state court for its role in the hepatitis C outbreak which caused them to contract the deadly disease after undergoing routine endoscopies. In response to the outbreak, the Southern Nevada Health District sent out notices to 50,000 patients (the largest of its kind at the time) informing them that they may have been exposed to hepatitis C stemming from unsafe injection practices and potentially exposing them to the blood-borne diseases of other patients. Following an investigation, it was discovered that the outbreak was linked to a medical facility operating within the City of Las Vegas. City officials eventually closed the center and issued an emergency suspension of its business license.

On April 9, 2013, a jury awarded plaintiffs $24 million in compensatory damages and $500 million in punitive damages as a result of defendant's reprehensible conduct which led to the public health crisis. This case also helped shape medical injection practices across the globe, going well beyond the borders of Las Vegas. Further, this case inspired hospitals, health insurance companies, and doctors to implement more rigorous credentialing procedures before allowing hospital privileges or to be placed on health insurance companies preferred lists.

***Iorio v. Takeda Pharmaceuticals America, Inc. et al.*, Case No. A-14-697468-C and related cases in the Eighth Judicial District Court, Clark County, Nevada (Confidential Resolution)**

Plaintiffs brought suit against Takeda, a Japanese pharmaceutical company, for failing to warn its consumers that Actos, a Type 2 diabetes drug, caused bladder cancer. Approximately 9,000 cases were filed in courts across the country and an MDL in federal court was established in the Western District of Louisiana. After years of litigation, the cases in the MDL eventually resolved but those clients had to rely on a steering committee comprised of out of state lawyers to settle their lawsuits.

Instead of filing cases in federal court and shipping them to the MDL in Louisiana, Eglet Prince pursued a state-based strategy for their clients and brought actions on their behalf in Nevada state court. The firm represented nearly all southern Nevadans who contracted bladder cancer as a result of using Actos. Plaintiffs argued that Takeda was not only aware of this defect but also provided inaccurate and incomplete information to the Food and Drug Administration. During the second trial with Takeda, the plaintiffs represented by Eglet Prince reached a very favorable confidential resolution and, without having to rely on a steering committee of out of state lawyers, had direct input in deciding their compensation. The settlement amount for Eglet Prince clients was multiple times higher than those who received a settlement through the MDL.

2) Provide a brief description of areas of the law in which your Company has an expertise or your Company's involvement in other cases which would have a significant relationship to the objective of this RSOQ.

Our Firms have been retained by a number of local governmental entities bringing claims against the opioid drug manufacturers and distributors. At the local level, Eglet Prince currently represents the counties of Clark, Mineral, Churchill, Lincoln and Carson City as well as the cities of Reno and North Las Vegas. Negotiations are ongoing with most of Nevada's other cities and counties; our Firms anticipate to be retained by those local governmental entities in the coming weeks.

Nationally, the Skikos firm is intimately involved in the federal opioid MDL filed in the Northern District of Ohio. Steve Skikos, a partner of the firm, is a member of the "Executive Committee" of the federal opioid MDL. The committee is comprised of a select group of lawyers representing hundreds of local governmental entities. It is tasked with the responsibility of managing the litigation, overseeing discovery, hiring experts, engaging in resolution discussions, and preparing for and trying cases. Mr. Skikos also serves as "Liaison Counsel", which is one of the highest position in the federal opioid MDL. Liaison Counsel is a member of the Plaintiffs' Executive Committee, but is appointed by the judge to act as an intermediary between the court, defense counsel, and all Plaintiffs' counsel. The primary responsibility of Liaison Counsel is to coordinate with the court and other parties at both the federal and state level regarding all aspects of the litigation process including pretrial matters, discovery, law and motion, and settlement negotiation.

Lastly, the Cochran Firm represents a sizeable number of individual persons bringing claims against the drug companies for their role in the opioid crisis.

C. Team Qualifications:

1) Provide a detailed description of the team that would provide services identified in this RSOQ and include the following information:
   a) The identity of the individuals, the areas of law in which each specializes and the type of related transactions and/or litigation which the attorney has handled, the number of years of experience in such areas, and the extent to which each has analyzed laws, provided advice, and conducted investigations and litigation on issues relevant to the objective of this RSOQ.
   b) Résumés of each member of the team, attached to the Response, as Appendix A.
   c) The courts in which each is admitted to practice, the year of admission, and the location of the principal place or places of business, if not included on a résumé.

Eglet Prince

Robert T. Eglet, Esq.

Robert T. Eglet will be the designated lead trial counsel and attorney having primary responsibility of the litigation, should the City retain Eglet Prince as special counsel. Mr. Eglet heads the trial team at Eglet Prince and is lead trial counsel on all major cases. He has served as lead trial counsel in over one hundred twenty-five civil jury trials with only three losses; an astounding 97.6% case-winning percentage in trial. Mr. Eglet has obtained more than $1.5 billion dollars in verdicts and settlements in the past 10 years alone, with 31 verdicts in excess of a million dollars.

In 2010 and 2013, Mr. Eglet obtained the largest injury verdicts in America. In 2011, he obtained the third largest and in 2007 the 39th largest verdicts in the country. He has won the two largest verdicts, three of the four largest verdicts, and five of the ten largest verdicts in Nevada, as well as more multi-million dollar verdicts than any lawyer in Nevada history. Mr. Eglet is the only lawyer to ever obtain the largest injury verdict in America twice, two verdicts in the top 5 in America for two consecutive years and three verdicts in the top 5 in America in three of out four consecutive years. The awards and accomplishments listed herein are only a sampling of the reasons why he is the most respected and sought after trial lawyer in Nevada.

In 2010, Mr. Eglet was named "National Lawyer of the Year" by *Lawyers USA*. He was named "Trial Lawyer of the Year" by the Nevada Justice Association in 2005 and 2012, the only lawyer to receive this honor twice. In 2013, Mr. Eglet was named "National Civil Trial Lawyer of the Year" by the National Trial Lawyers Association, received the National Thurgood Marshall "Fighting for Justice" Award, and was recognized as "Citizen of the Year" by the Asian American Group of Las Vegas. He was the recipient of the Nevada Justice Association's most honored recognition, the "Badger Award," in 2004 and 2016. He is the only lawyer to ever receive this award twice.

Mr. Eglet is a Lifetime Achievement recipient of America's Top 100 Attorneys. He is certified by the American Board of Trial Advocates and has been honored as one of the Top 25 Mass Tort Trial Lawyers in America by the National Trial Lawyers Association. In 2014, the *National Law Journal* named his firm as one of the "12 Best Plaintiff's Law Firms in the Country" and one of the "50 Best Trial Firms in America." Mr. Eglet has been named as a Mountain States "Super Lawyer" for over ten consecutive years.

Mr. Eglet is a past President of the Nevada Justice Association and served on its Board of Directors for three years. He is currently a sustaining "Pillar of Justice" as well as a "Guardian of Justice" for the Nevada Justice Association and serves as a Trustee for the political PAC "Citizens for Justice," whose sole purpose is to protect the Seventh Amendment right to civil jury trials and access to justice in Nevada.

Mr. Eglet is a past Vice-Chairman of the Nevada Law Foundation, where he served as a member of the Board of Trustees. He has served as a member of the Board of Trustees for the Nevada Access to Justice Commission, as well as on the National Advisory Board of the

Association of Plaintiff Interstate Trucking Lawyers of America. He has served on the Executive Committee for the National Trial Lawyers Association for a dozen years. Mr. Eglet also sits on the Dean's Council for the University of Nevada William S. Boyd School of Law.

A resident of Nevada since childhood, Robert Eglet graduated from Western High School in Las Vegas. Thereafter, he earned a degree in economics from the University of Nevada Las Vegas. Mr. Eglet went on to receive his Juris Doctorate from the University of the Pacific, McGeorge School of Law. He is also a graduate of the National College of Advocacy.

Mr. Eglet has been practicing law in Nevada for 30 years and is admitted to practice law in all district courts in the state of Nevada, all federal courts in the District of Nevada, the Ninth Circuit Court of Appeals, and the United States Supreme Court.

Robert M. Adams, Esq.

Robert Adams is a partner on the mass torts team at Eglet Prince. He specializes in products liability litigation against pharmaceutical companies and health insurance companies. In addition to supervising the litigation of hundreds of cases, Mr. Adams manages the trial preparation of most major cases at Eglet Prince. He works closely with his law partner, Robert Eglet, as second trial counsel in most of Mr. Eglet's trials. Mr. Adams also holds the distinction of being the only partner to work for the firm before going to law school.

Over the years, Mr. Adams has earned numerous awards and accolades. He was recipient of the Pillar of Justice award by the Nevada Justice Association in 2016. Mr. Adams was recognized by the National Association of Distinguished Counsel as the Nation's Top One Percent Trial Lawyers in 2015. He was named as one of the Top 100 Litigation Lawyers by the American Society of Legal Advocates in 2013 and again in 2015. The National Law Journal recognized him in 2013 for obtaining one of the top 100 verdicts in the country. Mr. Adams has also been repeatedly recognized by the American Association for Justice as the Top 100 Trial Lawyers in 2009, 2010, 2011, and 2012.

Mr. Adams is admitted to practice law in all state courts in Nevada as well as all federal courts in the District of Nevada.

Erica D. Entsminger, Esq.

Erica Entsminger is a partner on the mass torts team at Eglet Prince. Her practice focuses on mass tort litigation, complex product liability cases and multi-district litigation. Ms. Entsminger graduated magna cum laude from the University of Notre Dame in South Bend, Indiana where she majored in English and minored in Secondary Education. After teaching high school in South Bend, Erica decided to attend law school at the University of Colorado in Boulder, Colorado where she actively participated as a Competitor and Board Member in the Rothgerber Moot Court Competition. Erica was also the recipient of the William O. DeSouchet Award for Best Individual Performance in Trial Advocacy.

Ms. Entsminger clerked for the Honorable Edwin G. Ruland on the Colorado Court of Appeals where she gained valuable and unique insight into all aspects of the trial and appellate process. Before coming to Eglet Prince, Ms. Entsminger spent three years as a litigation associate for the Las Vegas office of a prestigious Nevada law firm before starting her own law firm in 2004. She has represented clients in various state and federal courts and has represented clients before the Nevada Gaming Commission, Clark County Board of Commissioners and the Las Vegas City Council. Ms. Entsminger continues to cultivate a diverse practice which also includes general business matters and appellate work.

Ms. Entsminger is admitted to practice law in all state courts in Nevada and Colorado, the federal courts in the District of Nevada and the Ninth Circuit Court of Appeals.

Richard K. Hy, Esq.

Richard Hy is an associate at Eglet Prince. His practice primarily focuses on complex civil litigation including mass torts and class actions. When the Nevada Legislature is in session, Mr. Hy also works closely with the Nevada Justice Association advocating for legislation that protects consumers from false and misleading advertising, deceptive trade practices, and unsafe products. Prior to joining Eglet Prince, Mr. Hy worked at the Office of the Nevada Secretary of State. He was politically appointed as Deputy Secretary of State and tasked with overseeing Nevada's elections division. In that role, Mr. Hy was responsible for election administration, campaign finance enforcement, candidate filings, and legislative affairs. One of his predecessors notably included Samuel L. Clemens, more commonly known by his pen name of "Mark Twain."

Mr. Hy earned his Juris Doctorate Degree from Gonzaga University School of Law in 2011. He received his undergraduate degrees, a B.S. in Sociology and a B.A. in Political Science, from the University of Utah.

Cassandra S. Cummings, Esq.

Cassandra Cummings is an associate at Eglet Prince. Her practice focuses on complex civil litigation including mass tort litigation, product liability cases, class actions, and other multi-party litigation. Ms. Cummings received her Juris Doctorate Degree from the University of Oregon School of Law in 2010. She received her B.A. in Political Science from the University of Nevada Las Vegas. Prior to joining Eglet Prince, Ms. Cummings represented general contractors and subcontractors in complex construction defect litigation as well as various properties in premises liability and personal injury litigation. Additionally, Ms. Cummings has represented abused and neglected children through the Children's Attorneys Project organized by Legal Aid Center of Southern Nevada.

Ms. Cummings is admitted to practice law in all state courts in Nevada as well as the federal courts in the District of Nevada.

The Cochran Firm

Steven G. Wigrizer, Esq.

Steven G. Wigrizer is an experienced trial attorney with The Cochran Firm -- Philadelphia who has been in practice since 1977 and is recognized as one of the best in his field. Mr. Wigrizer received his B.A. from Pennsylvania State University and his J.D. from Boston University School of Law. He has handled a diverse array of cases, all of them involving catastrophic injuries to individuals. His practice is concentrated in complex civil litigation, including medical malpractice, products liability, premises liability, pharmaceutical liability and class actions. Mr. Wigrizer has an impressive track record of multimillion-dollar settlements and verdicts in a wide variety of cases. His devotion and compassion for his clients have earned him a high level of client loyalty, while his preparation and understanding of complex cases has won him the respect of his opponents and colleagues.

Mr. Wigrizer is licensed to practice in Pennsylvania and has been specially admitted to practice in other states.

Angela Moon, Esq.

Angela Moon serves as the managing partner for The Cochran Firm – Dothan and sits on the Board of Directors for the National Cochran Firm. Ms. Moon received her B.A. and M.A. from Auburn University and her J.D. from the University of Georgia School of Law. She began practicing law in 1996, first serving as a law clerk to the Honorable Ira DeMent in the Middle District of Alabama and then beginning private practice with the law firm that would evolve into The Cochran Firm. Her personal injury law practice focuses primarily on complex and mass torts litigation, pursuing claims for people who have been injured or treated unfairly by negligent and irresponsible corporations. Most recently, she has been litigating against pharmaceutical companies and medical device manufacturers who distributed dangerous products in the marketplace, large corporations who denied their employees fair wages, and large corporations who have contaminated people and their properties with dangerous substances.

Ms. Moon is licensed to practice in Alabama, Georgia and Washington, D.C. and admitted *pro hac vice* numerous state and federal courts.

Joseph D. Lane, Esq.

Joseph Lane serves as a senior partner for The Cochran Firm – Dothan and is a partner in The Cochran Firm - Birmingham. Mr. Lane received his B.A. from Auburn University and his J.D. from the Florida State University School of Law, where he graduated with high honors. He began practicing law in Dothan, Alabama in 1991 with Cherry & Givens, the firm that would eventually evolve (along with other established firms) into The Cochran Firm. Although Mr. Lane has handled and continues to handle a wide range of tort cases, he has focused his practice in complex and mass torts litigation, product liability, state and federal wage dispute class actions, environmental torts, and medical negligence, representing clients in numerous jurisdictions in 18 states throughout the contiguous United States. Additionally, Mr. Lane has

handled civil appeals in the United States Supreme Court, Federal Tenth Circuit, Federal Eleventh Circuit, the Alabama Civil Court of Appeals, and the Alabama Supreme Court.

Mr. Lane is licensed in Alabama and Florida, and has been admitted to numerous federal court jurisdictions, and numerous state and federal courts on a *pro hac vice* basis.

Amanda Hamilton, Esq.

Amanda R. Hamilton is an Alabama attorney who joined the Cochran Firm in August 2017 after graduating *summa cum laude* from Drake University and receiving her J.D. from the University of Alabama School of Law. She primarily focuses on complex litigation, personal injury and medical malpractice.

Amanda is licensed to practice in all Alabama State Courts and all Federal Courts in the Northern, Middle and Southern Districts of Alabama.

John Givens, Esq.

John J. Givens is a trial lawyer with The Cochran Firm – Dothan. Mr. Givens received his B.A. from Samford University and his J.D. from the University of Alabama School of Law. His practice focuses exclusively on plaintiff civil litigation with concentration in the areas of commercial motor vehicle litigation and products liability litigations. Mr. Givens was the youngest lawyer in America to receive a jury verdict of more than one million dollars on behalf of his client, a verdict he obtained at age 26. In addition to individual incident jury trials, Mr. Givens has served as a member of Bellwether trial teams on behalf of plaintiffs in mass actions, including the C8 litigation against DuPont that resulted in a $670.7 million dollar settlement for the Plaintiffs after several successful jury verdicts.

Mr. Givens is licensed to practice law in the states of Alabama and Florida as well as many federal courts around the nation.

Jessica Givens, Esq.

Jessica K. Givens is an attorney with The Cochran Firm – Dothan. Ms. Givens received her B.A. degree from Samford University and her J.D. from the University of Alabama School of Law. Her practice currently focuses on complex litigation and mass torts, products liability, personal injury, wrongful death, and environmental matters. Through her previous experience representing corporations at one of the largest Southeastern corporate defense firms, Bradley Arant Boult Cummings LLP, she has gained a unique perspective and understanding of the civil litigation process. While at Bradley, Ms. Givens worked on various product liability, environmental, real estate, and mass tort cases. She now devotes her practice to representing people who have been physically or economically harmed by large, irresponsible corporations. Ms. Givens has served as a member of the Pinnacle Bellwether trial teams that most recently secured a verdict against DePuy and Johnson & Johnson on behalf of six California Plaintiffs for over one billion dollars. She has worked on a number of multidistrict litigation projects on the

discovery committee and trial teams, including the Pinnacle trial that awarded six California plaintiffs with over one billion dollars in damages.

Ms. Givens is licensed to practice law in the state of Alabama and all federal courts in the Northern, Middle and Southern Districts of Alabama and admitted *pro hac vice*

Jason S. Weiss, Esq.

Jason S. Weiss is a trial attorney with The Cochran Firm - Philadelphia. Mr. Weiss received his B.A. from The George Washington University and his J.D. from Rutgers University School of Law. He has been in practice since 2010 and is widely recognized as a talented young attorney. Mr. Weiss' practice focuses on clients who have suffered catastrophic injury and representing the families who have lost loved ones as a result of wrongful death. His practice is concentrated in complex civil litigation, with focuses in medical malpractice, construction accidents, premises liability, and products liability. Mr. Weiss has a proven track record of success in multi-million dollar litigation, including his presence on the trial team in the Market Street Building Collapse, the worst construction site accident in the history of Pennsylvania. He was instrumental in securing a record $227,000,000 settlement from several defendants, including the Salvation Army.

Mr. Weiss is licensed to practice in Pennsylvania and New Jersey.

Michael L. DiChiara, Esq.

Michael L. DiChiara is the case managing partner in The Cochran Firm – Birmingham. Mr. DiChiara received his B.S. from the University of Alabama and his J.D. from Thomas Goode Jones School of Law. In law school, Mr. DiChiara also studied international law in Australia and New Zealand. His practice focuses primarily in the areas of personal injury, auto, truck, and vehicle accident, products liability, medical malpractice and mass tort litigation. Prior to joining the Cochran Firm, Mr. DiChiara was a skilled attorney who has served as the Legislative Counsel for the Attorney General in Montgomery, Alabama, and as the Attorney General's appointee for the State of Alabama Drug Task Force. In these capacities, Mr. DiChiara has drafted new legislation and served as a point of contact for law enforcement on all legislative issues throughout the state. Mr. DiChiara is admitted to practice in all Alabama state courts.

Michael Allsup, Esq.

Michael Allsup is experienced in handling complex cases for people who have been catastrophically injured due to negligence or defective products. Mr. Allsup received his J.D. from the University of Alabama School of Law. His practice focuses on trucking accidents, medical malpractice, products liability, defective drug and medical devices, wrongful death and consumer class actions. Mr. Allsup has extensive experience in complex medical malpractice and medical institution liability, as well as product liability cases. He has been involved in concentrated complex state, regional, multidistrict and national litigation in state and federal courts, which include consumer issues, products liability, antitrust and anticompetitive actions. He has utilized his experience, knowledge and expertise to successfully represent hundreds of

people injured by other persons, corporations, hospitals and manufacturers in Alabama and throughout the country.

Mr. Allsup is admitted to practice before all Alabama courts, the Northern, Middle and Southern Districts of Alabama, the United States Courts of Appeals for the Fifth, Ninth and Eleventh Circuits, and the United States Court of Appeals for the Armed Forces.

The Skikos Firm

Steve Skikos, Esq.

Steve Skikos will be the designated attorney having primary responsibility from the Skikos firm. Mr. Skikos is the founding partner of Skikos, Crawford, Skikos and Joseph. He has served as co-lead counsel on a variety of national cases. Mr. Skikos is currently a member of the "Executive Committee" for the federal opioid MDL filed in the Northern District of Ohio. The committee is comprised of a select group of lawyers representing hundreds of local governmental entities. It is tasked with the responsibility of managing the litigation, overseeing discovery, hiring experts, engaging in resolution discussions, and preparing for and trying cases. Mr. Skikos also serves as "Liaison Counsel", which is one of the highest position in the federal opioid MDL. Liaison Counsel is a member of the Plaintiffs' Executive Committee, but is appointed by the judge to act as an intermediary between the court, defense counsel, and all Plaintiffs' counsel. Mr. Skikos' appointments to leadership were overwhelmingly approved.

Prior to his appointment to the opioid MDL committee, Mr. Skikos also served on the Plaintiffs' Executive Committee and Plaintiffs' Steering Committee in the *In re: Gadolinium Contrast Dyes Products Liability Litigation*, MDL No. 1909 (N.D. Ohio). Mr. Skikos has been court appointed liaison counsel more than ten times in California Coordinated Proceedings as well as state-federal liaison counsel, including in the *In re: Yasmin and Yaz (Drospirenone) Marketing, Sales Practices and Products Liability Litigation*, MDL No. 2100 (S.D. Illinois).

Mark Crawford, Esq.

Mark Crawford is a founding partner of Skikos, Crawford, Skikos & Joseph, and has over 25 years of experience in pharmaceutical drug, medical device and other complex litigation. He graduated from Haverford College in Pennsylvania and received his J.D. from UCLA School of Law. Mr. Crawford currently is court-appointed Plaintiffs' Co-Liaison Counsel for the California Risperdal JCCP coordinated proceedings in Los Angeles, and Plaintiffs' Co-Lead Counsel for the California Fosamax coordinated proceedings in Orange County. Mr. Crawford also is on the Plaintiffs' Complaint and Law and Briefing committees for the federal Opioid MDL proceedings. Mr. Crawford does extensive appellate work and Supreme Court briefing in the pharmaceutical field, and is a member of the United States Supreme Court Bar.

Mr. Crawford is a member of the State Bar of California and the United States Supreme Court Bar.

Jane Joseph, Esq.

Jane Joseph is one of the founding partners of Skikos, Crawford, Skikos & Joseph. Ms. Joseph graduated *cum laude* from the William Mitchell College of Law in St. Paul, Minnesota. She specializes in working with experts to develop the medical and scientific causation issues in mass tort cases and creating large-scale damage models to ensure the recovery and equitable distribution of compensation to claimants. Ms. Joseph is recognized for her outstanding ability to drill down to the specifics of each case in order to maximize theories of individual causation and damages. Ms. Joseph is a member of the State Bars of Ohio and Minnesota.

Résumés of all above named individuals are attached this Response as Appendix "A". In addition, each of the firms employ a number of other talented attorneys and staff with significant experience who may also assist in the litigation. Their résumés will be provided to the City upon request.

2) Provide information concerning the qualifications of any consultants that your Company intends to associate and how they will help obtain the desired outcomes. Include their ability, capacity, skill and number of years of experience in providing the necessary services.

For purposes of this RSOQ, the Firms will not identify specific individuals that either have been (or will be) retained who are expected to provide expert opinions in the prospective litigation. All such information will be discussed with the client following a fully executed fee agreement between special counsel and the City and protected under attorney-client confidentiality. Such disclosure will also be in accordance with NRCP 16.1(a)(2) and/or future case management orders issued by the court.

3) Is your Company, or any Company you intend to associate for possible litigation against manufacturers and distributors of prescription opioids, or any consulting Company that your Company intends to employ for possible litigation against manufacturers, distributors and/or prescribers of prescription opioids, a Small Business, a Minority and Women Business or a Veteran Owned Business?

Our Firms employ a diverse group of attorneys, many of whom are women and/or with minority backgrounds, dedicated to providing the highest quality legal representation. We are committed to working with highly qualified individuals having unique backgrounds and experience.

D. Possible Litigation Approach and Process:

1) Describe what information your Company needs from the City to determine if litigation should be initiated against manufacturers, distributors and/or prescribers of prescription opioids. How do you propose to acquire this information?

If retained as special counsel, our Firms would require access to any statistical data or information already in the City's possession and collected by you in the ordinary course of managing a municipality. This data is critical in determining the extent of potential damages to the City as a result of the opioid crisis. No new data will need to be generated by the City. Our

Firms will retain highly qualified, independent experts to analyze this data and any such expenses would be a cost that may be recovered as part of any future settlement or judgment. And to the extent any staff time is required to obtain such data or information, the City will not be required to expend any of its present and/or future resources for purposes of this litigation. Neither will the City be required to hire any additional personnel, now or in the future, specifically for this lawsuit. Such expenses are a cost that our Firms would immediately reimburse the City and seek to recover from the defendants as part of any settlement or judgment at the conclusion of the lawsuit.

2) Identify potential issues/challenges your Company foresees in completing litigation against manufacturers, distributors and/or prescribers of prescription opioids, including collecting judgments, if selected as Special Counsel.

Our Firms recommend that the City file state court actions against the opioid drug companies. Pursuing an action in state court would be advantageous where the City would have more control over its lawsuit in Nevada than it would in a federal court in Ohio. Nevada also has more favorable product liability laws increasing the chances to obtain a recovery for the City.

Additionally, our Firms do not expect any unordinary challenges with collecting a judgment should the City prevail in its lawsuit. Each of the major opioid manufacturers and distributors earn approximately $1 billion in annual revenue and have significant assets to satisfy a potential judgment, either in full or in part. Moreover, the Firms have experience in obtaining (and successfully collecting) multi-million dollar judgments against drug companies operating within and outside of the United States. For instance, Eglet Prince represented clients that brought suit against Teva Pharmaceuticals, an Israeli based company and obtained a recovery in the hundreds of millions. In a separate example, Eglet Prince represented clients that brought suit against Takeda, a Japanese pharmaceutical company and makers of the drug "Actos" which caused bladder cancer. The firm obtained compensation for their clients.

3) Provide an estimate of the economic impact that prescription opioids have had on the City and its residents.

According to a recent report published by the Council of Economic Advisors under the Trump administration, the economic impact as a result of the opioid crisis was estimated at $504 billion in 2015. In Nevada, the opioid epidemic is equally widespread, and some experts have suggested an economic impact of approximately $3-4 billion to the Silver State during that same year. While the available statistical evidence published to date by our state and federal agencies provide ample evidence of the adverse effect of the opioid crisis in our communities as a whole, city-specific studies have yet to be conducted to identify the exact harm affecting our municipalities, including Las Vegas. Any estimate at this juncture would be speculative at best.

As a result of this crisis, the City of Las Vegas has its own damages, distinct and separate from other cities and counties in Nevada. Generally, local governmental entities have incurred substantial costs with having to expend its resources in response to the opioid crisis. Past damages available to the City include:

- EMS and First Responders expenses
- Opiate overdose medication expenses
- Office of the Coroner
- Medical examiner expenses and morgue costs
- Public hospitals
- Increased law enforcement expenses
- Increased jailing expenses
- Drug Courts
- Family Courts
- Juvenile Courts
- Mental Health Courts
- Veterans Courts
- Homeless Services
- Rehabilitation facilities
- Decreases to City employee productivity
- Increased costs related to City employee drug testing
- Substance abuse programs (including education, prevention, and treatment)
- Increased expenses due to child welfare and dependency docket associated with child welfare

Local governmental entities will also incur future costs associated with responding to the long-lasting effects of the opioid crisis. Such future damages available to the City are as follows:

- Education (*e.g.* public awareness campaigns)
- Law enforcement and jailing (when illicit opioids replace prescription opioids during and after abatement)
- Costs associated with disposing diverted prescriptions/illicit opioids
- Rehabilitation (*e.g.* addiction recovery services for facilities and personnel/staff)
- A court order prohibiting the drug companies from continuing their false and deceptive marketing of opioids
- Punitive damages may be sought to punish and deter drug companies from engaging in the same or similar wrongful conduct in the future.

Calculating damages in this litigation will be a complex task where a portion, but not all, of the City's damages overlap with other neighboring cities/counties. For example, the City and unincorporated Clark County have some shared governmental services which may respond to opioid-related incidents. Law enforcement (*i.e.* Las Vegas Metropolitan Police Department) as well as the County-run trauma center (*i.e.* University Medical Center a/k/a UMC) are shared services between the City and County and some of the City's damages here will overlap with the County. Additionally, the Coroner's office (which investigates/reports opioid-related deaths) is another shared service between the City and unincorporated Clark County. Therefore, the Firms anticipate engaging with experts who will perform a thorough analysis using all available data and formulate a damages model that takes this into account.

E. Conflicts of Interest:

1) Each Company shall identify any conflicts of interest that may arise if the Company is retained by the City to serve as Special Counsel and shall describe in its Response how it proposes to deal with such conflicts. Conflicts may arise not only from attorneys named in any contract between the City and Special Counsel to serve as Special Counsel as contemplated under this RSOQ but also from representation of parties involved in other transactions or other matters involving the City or some other party by any other member of the Company, regardless of whether that attorney is in the same office or a different office of the Company.

The Firms are unaware of any pending or past lawsuits that would preclude it from representing the City. The Firms are further unaware of representing any past and/or current clients where that representation involved the same or substantially similar matter which would otherwise disqualify it from serving as special counsel to the City.

Specifically, our Firms' representation of Clark County is not a conflict of interest that would disqualify us from also representing the City. Clark County and the City of Las Vegas will each have their own separate lawsuits. And while a portion of the City's damages may overlap with other neighboring cities/counties, they are different clients each with their own distinct damages. Moreover, there will be no conflict when it comes time for settlement. Each client may choose to settle their own case for whatever amounts they wish. The City and County may each negotiate their own settlements irrespective of the other's negotiations. A settlement by one client is not contingent upon and/or has no effect on the other's case.

Additionally, our Firms anticipate some of the state-court proceedings will be coordinated (*e.g.* written discovery and expert depositions). Even still, there will be no conflict because the City and County's cases will not be consolidated thus remaining separate from one another for the entire duration of their respective litigation. By coordinating (and not consolidating) certain activities, clients enjoy what are known as common benefit costs. This occurs in cases where our firm represents multiple clients in similar litigation. These costs are spread among the entire group of clients and are shared proportionately.

2) The Company shall describe in detail its existing system for identifying conflicts of interest in undertaking new representations. The Company must include information about who maintains the records, how often the information is updated and at what stage of representation the check is made. The Company shall provide a copy of its written conflicts policy or explain in detail why there is no written policy.

The Firms maintain an electronic data management program of all past, present and prospective clients in which information is updated on an ongoing basis. As a matter of course, the Firms conduct a conflicts check prior to the representation of all clients in any contemplated matters. This is routinely done at the onset and before any substantive discussions occur in order to identify any potential conflict of interests as defined under the Nevada Rules of Professional Conduct and the American Bar Association's Model Rules of Professional Responsibility. To the extent a conflict is identified during this process, the Firms immediately inform the

prospective client of the conflict and the inability to represent that client. There is no written policy as it is the Firm's expectation to conduct a conflicts check for all cases without exception.

3) If the City retains the Company, then prior to entering into any contract, the Company shall provide assurances that potential conflicts have been discussed with other existing clients of the Company who might be requested to engage other counsel for a specific transaction, and that those existing clients are amenable to such an inconvenience.

If selected as special counsel and prior to entering into any fee agreement, the Firms shall provide assurances that potential conflicts have been discussed with other existing clients who might be requested to engage other counsel for a specific transaction, that those existing clients are amenable to such an inconvenience and to the extent necessary.

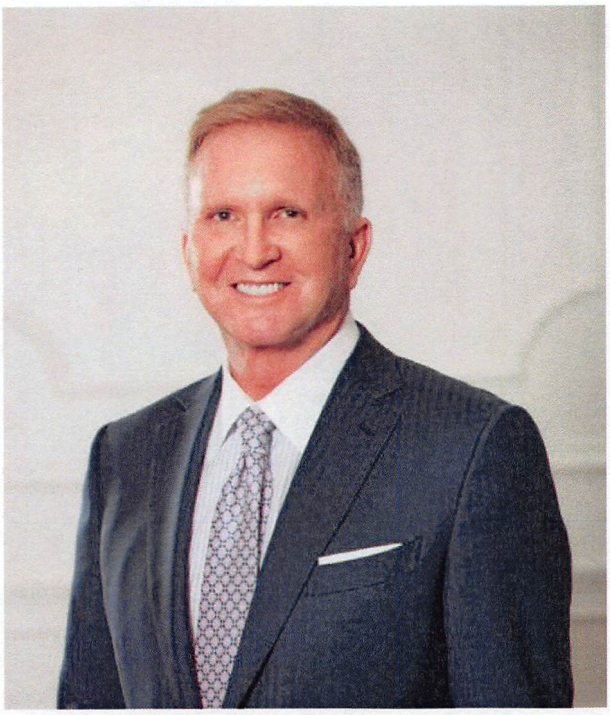
F. Evidence of Professional Liability Insurance:

1) The Company shall describe its current professional liability insurance policies.
2) The Company shall state whether it is willing to maintain in full force and effect during the term of any contract to serve as Special Counsel for the City professional liability insurance in combined single limit and in an aggregate amount of not less than $10 million. In order to satisfy this requirement, the Company must:
   a) Include a statement in its Response affirmatively responding to this requirement; and
   b) Include in its Response either:
      i) A certificate of insurance or letter from its insurer demonstrating that the Company meets this professional liability insurance requirement, or
      ii) A commitment letter or other evidence, satisfactory to the City, that the Company will have such coverage as of the date that any contract to serve as Special Counsel shall commence.

Eglet Prince maintains a $10 million policy of professional liability insurance. If selected as special counsel by the City, the firm will continue to maintain such policies of insurance as required under Section F of this RSOQ and consistent with the terms of any contemplated fee agreement between special counsel and the City. Certificates of liability insurance are attached to this Response as Appendix "B".

In addition, the Cochran and Skikos firms will furnish their respective policies of professional liability insurance upon request and if selected as special counsel.

APPENDIX A



Las Vegas Trial Lawyer – Robert T. Eglet

Robert heads the trial team at Eglet Prince and is the lead trial counsel on all major cases. The awards and accomplishments listed below are only a sampling of the reasons why this firm's Senior Partner, Robert Eglet, is the most respected and sought-after trial lawyer in Nevada. A testament to this is that Robert receives referrals from hundreds of attorneys from around the United States to try their cases for them. Robert is also routinely asked to lecture around the country to various trial attorney organizations and bar associations on trial practices for product defect, large catastrophic injury, and wrongful death cases.

Robert is a past President of The Nevada Trial Lawyers Association and served on its Board of Directors for three years. He serves on the Board of Trustees at Citizens For Justice. He is on the Executive Committee for The National Trial Lawyers Association and is a member of the Board of Trustees for the Nevada Access to Justice Commission. Robert also serves on the National Advisory Board of the Association of Plaintiff Interstate Trucking Lawyers of America and is their Regional Director for Nevada, Utah, Arizona and Colorado. Robert is a sustaining Pillar of Justice and *Guardian of Justice* of the Nevada Justice Association.

A resident of Nevada since childhood, Robert graduated from Western High School in Las Vegas. Thereafter, Robert earned a degree in economics, with honors, from the University of Nevada, Las Vegas. Robert went on to receive his Doctor of Law (J.D.) degree from the University of the Pacific, McGeorge School of Law, where he graduated in the top 10% of his class. Robert is also a graduate of University of California, Hastings College of the Law Trial Advocacy Program and the National College of Trial Advocacy.

After completing his legal education, Robert returned to Las Vegas joining one of Nevada's oldest and most prestigious law firms where he spent the next four years developing his skills as a trial lawyer. Robert then started his own law firm specializing in defending catastrophic injury, insurance bad faith, and wrongful death cases. Over the next decade Robert successfully built his firm from two to twelve attorneys, becoming one of the most respected defense firms in Nevada. At the same time, Robert continued to try countless cases.

In 2000, Robert sold his defense practice to his partner and began his partnership with his current partners where he specializes in representing the significantly injured, victims of product defects and defective drugs, commercial trucking accidents, insurance bad faith, and wrongful death clients.

When Robert is not pursuing the rights of injured victims, he and his wife Tracy Eglet, also a Partner with Eglet Prince, split their time between their three grown children and the charitable organizations they support within the community.

Education

University of California, Hastings
College of the Law
Trial Advocacy
Honors: Top 10% of the class

McGeorge School of Law, University of the Pacific, Sacramento, CA
Juris Doctor, Trial Law
Honors: Top 10% of the class

The University of Nevada, Las Vegas
Bachelor of Science, with Honors
Major: Economics

Areas of Practice

- Personal Injury
- Products Liability
- Defective Pharmaceutical Drugs
- Commercial Trucking Accidents
- Wrongful Death
- Insurance Bad Faith

Bar Admissions

- Nevada
- U.S. District Court District of Nevada
- U.S. Court of Appeals 9th Circuit
- U.S. Supreme Court

Professional Associations and Memberships

- National Association of Distinguished Counsel (NADC), Founding Member
- Executive Committee for the National Trial Lawyers Association
- The Nevada Trial Lawyers Association (now "Nevada Justice Association"), Past President
- Nevada Justice Association (NJA), Member
- America's Top 100 Attorneys, Lifetime Achievement Recipient
- The Association of Plaintiff Interstate Trucking Lawyers of America (APITLA), National Advisory Board Member
- Citizens For Justice, Board of Trustees
- American Association for Justice, Presidents Club Member
- Nevada Access to Justice Commission, Board of Trustees
- Regional Director of Litigation for APITLA for Nevada, Utah, Arizona and Colorado
- American Society of Legal Advocates (ASLA), Member
- American Board of Trial Advocates (ABOTA), Member
- Rue Ratings' Best Attorneys of America, Best Attorney Lifetime Charter Member
- Multi-Million Dollar Advocates Forum, Member
- The Global Directory of Who's Who, Top Lawyer Lifetime Member
- Distinguished Justice Advocates, Lifetime Charter Member

Honors and Awards

- Named *Trial Lawyer of the Year* in 2013, by the National Trial Lawyers Association

- *National Lawyer of the Year* in 2010, by Lawyers USA
- *Trial Lawyer of the Year* in 2005 and 2012 by the Nevada Justice Association
- Only lawyer to ever be named *Trial Lawyer of the Year* twice
- The Largest Personal Injury Verdict in America in 2010 ($505 million) and 2013 ($524 million) to date
- 4th Largest Personal Injury Verdict in America in 2011, $186.2 million
- Only lawyer to ever have the largest personal injury verdict in America twice, two verdicts in the top 5 in America in two consecutive years & 3 verdicts in the top 5 in America in 3 out of 4 consecutive years
- The 38th Largest Verdict in America in 2007, $42 million
- The 3 Largest Personal Injury Verdicts in Nevada history
- Four Top 40 Verdicts in America
- More multi-million dollar verdicts than any trial attorney in Nevada history
- *Lifetime Achievement Recipient,* America's Top 100 Attorneys
- Member of *The Round Table – The 100 Most Influential Trial Lawyers in America*
- Honored as one of *The Top 100 Trial Lawyers* for the past 6 years by The National Trial Lawyers Association
- Certified by the American Board of Trial Advocates (ABOTA)
- The only attorney in Nevada to be named as one of the *500 Leading Lawyers in America* for 4 consecutive years
- Recipient of the *Badger Award*, the Nevada Justice Association's most honored award
- The highest possible rating from the Martindale-Hubbell Law Directory (AV) and inclusion in the Martindale-Hubbell Bar Register of Preeminent Lawyers, The Definitive Guide to Americas Leading Lawyers
- Named as both a *Nevada* and *Mountain States Super Lawyer*
- A member of the *Multi-Million Dollar Advocates Forum*
- Recognized as one of Rue Ratings' *Best Attorneys of America*
- Honored as a *Pillar of Justice* by the Nevada Justice Association
- Only the 5th Attorney in Nevada to be named as a *Benefactor* by the Nevada Law Foundation
- Honored as one of the *Elite Lawyers of America*
- Recipient of the 2013 Thurgood Marshall *Fighting for Justice Award* for his tenacious effort, against overwhelming odds, in achieving success in the fight for justice
- Lead Trial Counsel in over one hundred civil jury trials with only 3 losses; an astounding 97% case-winning percentage in trial
- More than $1.5 billion dollars in verdicts and settlements in the past 10 years alone
- 31 verdicts in excess of a million dollars
- Named one of the Top Lawyers 2014 by Desert Companion (October 2014 issue)
- Named one of the Readers' Choice Awards Top 100 Men of the Year for 2015 by

MYVEGAS Magazine (Fall 2015 issue)

- Named one of the Readers' Choice Awards Top 100 Lawyers in Las Vegas for 2015 by MYVEGAS Magazine (Winter 2015 issue)

Las Vegas Trial Lawyer – Robert M. Adams



Robert specializes in products liability litigation against pharmaceutical companies and health insurance companies (HMO's). In addition to supervising the litigation of hundreds of cases, Robert manages the trial preparation of most major cases at Eglet Prince. Robert works closely with his partner Robert Eglet as second trial counsel in most of Robert Eglet's trials. Robert also holds the distinction of being the only partner to work for the firm before going to law school.

Born in Utah, but raised in Southern Nevada, Robert graduated from Rancho High School in Las Vegas. As an expert automotive machinist, he discovered his analytical mind served him well in recognizing and solving problems. His knack for exhaustively scrutinizing issues led to his career in law.

Robert received his undergraduate degree in Criminal Justice from the University of Nevada, Las Vegas. After receiving a Paralegal Certificate from the University of San Diego, Robert first worked for the firm as a catastrophic injury paralegal. He went on to study law at Whittier Law School in Southern California while continuing to work for the firm during summer and holiday breaks. Robert gained more valuable career preparation in personal injury law as a clerk for the Police Litigation Unit of the Los Angeles City Attorney's Office.

An avid sports fan, Robert particularly enjoys football and auto racing.

Education

Whittier College School of Law, Los Angeles, California
J.D. – 1998
Honors: Whittier Law School, Trial Advocacy Honors Board, 1997-1998

University of Nevada, Las Vegas, Nevada
B.A. – 1992
Major: Criminal Justice

Bar Admissions

- Nevada, 1998
- U.S. District Court District of Nevada, 1998

Professional Associations and Memberships

- Clark County Bar Association, Member
- American Bar Association, Member
- State Bar of Nevada, Member
- Nevada Trial Lawyers Association, Member
- The National Trial Lawyers' Products Liability Trial Lawyers Association, Member

- The National Trial Lawyers' Mass Tort Trial Lawyers Association, Member
- National Association of Distinguished Counsel (NADC), Member
- Million-Dollar Advocates Forum, Member
- Rue Rating's Best Attorneys of America, Lifetime Charter Member
- Strathmore's Who's Who Worldwide, Lifetime Member
- Strathmore's Who's Who Worldwide, Top Executive Club Member, 2015
- Covington Who's Who, Featured Member, 2012, 2014
- Biltmore Who's Who, Honored VIP Member, 2012
- Distinguished Justice Advocates, Lifetime Charter Member

Honors and Awards

- Pillar of Justice, Nevada Justice Association, 2016
- Nation's Top One Percent Trial Lawyers, National Association of Distinguished Counsel, 2015
- Peer Recognition and Professional Achievement, Top Attorneys in the Mountain States, 2015
- Top 100 Litigation Lawyer, The American Society of Legal Advocates, 2013, 2015
- The Top 100 Verdicts, The National Law Journal, 2013
- Top 100 Trial Lawyers, The American Association for Justice, 2009, 2010, 2011, 2012
- Top 100 Trial Lawyers, The American Trial Lawyers Association, 2009, 2010, 2011
- Top Verdicts of 2011: Sacks v. Sicor Inc. $182,600,000, Verdict Search (11th Largest Products Liability Verdict in America)
- Top Verdicts of 2010: Chanin v. Teva, $505,100,000, Verdict Search (4th Largest Products Liability Verdict in America)
- Top Verdicts of 2010: Patient Infected with Hepatitis C from Shared Vial, VerdictSearch
- Excellence in Practice, Super Lawyers, 2010, 2011, 2012, 2013, 2014, 2015
- Excellence by the Peers in the Legal Community, Top Attorneys in the Mountain States, 2014
- Peer Recognition and Professional Achievement, Super Lawyers, 2012, 2013, 2014
- Excellence and Achievements by the Legal Community, Mountain States' Top Attorneys, 2012
- Biltmore Who's Who, 2012
- Featured in Super Lawyers/Mountain States, Super Lawyers, 2011
- Personal Injury Plaintiff: General, Top Attorneys, 2011
- Honored as a "Patron" by the Nevada Law Foundation

Las Vegas Trial Lawyer – Erica D. Entsminger



Erica is a partner on the mass torts team and her practice focuses on mass tort litigation, complex product liability cases and multi-district litigation.

Erica graduated magna cum laude from the University of Notre Dame in South Bend, Indiana where she majored in English and minored in Secondary Education. After teaching high school in South Bend, Erica decided to attend law school at the University of Colorado in Boulder, Colorado where she actively participated as a Competitor and Board Member in the Rothgerber Moot Court Competition.

Erica was also the recipient of the William O. DeSouchet Award for Best Individual Performance in Trial Advocacy.

Following graduation from law school in 1999, Erica worked as a judicial law clerk for the Honorable Edwin G. Ruland on the Colorado Court of Appeals where she gained valuable and unique insight into all aspects of the trial and appellate process. In 2001, Erica moved to Las Vegas to begin her career in private practice, and she has since spent her career fighting for the rights of both individual and corporate clients in Nevada.

Before coming to Eglet Prince, Erica spent three years as a litigation associate for the Las Vegas office of a prestigious Nevada law firm before starting her own law firm in 2004. She has represented clients in various state and federal courts, and has represented clients before the Nevada Gaming Commission, Clark County Board of Commissioners and the Las Vegas City Council. Erica continues to cultivate a diverse practice which also includes general business matters and appellate work.

In her spare time, Erica and enjoys reading, hiking, running and spending as much time as possible with her husband and two young sons. Erica is licensed to practice law in Nevada and Colorado.

Education

University of Colorado School of Law,
Boulder, Colorado
J.D. – 1999

University of Notre Dame, South Bend,
Indiana
B.A. magna cum laude

Major: English
Minor: Secondary Education

Litigation Percentage

95% of practice devoted to litigation

Bar Admissions

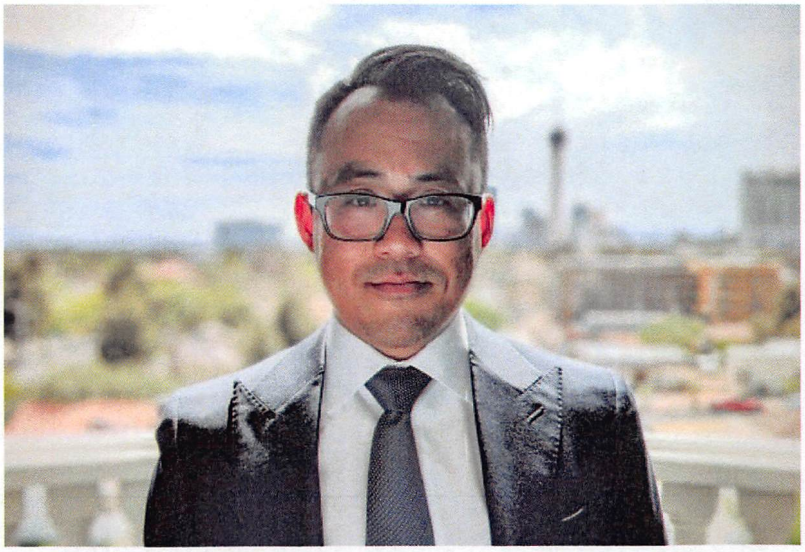
- Colorado, 1999
- Nevada, 2000
- U.S. District Court District of Nevada, 2001
- U.S. Court of Appeals 9th Circuit, 2001

Professional Associations and Memberships

- Clark County Bar Association, Member
- Washoe County Bar Association, Member
- American Bar Association, Member
- Colorado Bar Association, Member

Past Employment Positions

- Hon. Edwin G. Ruland, Colorado Court of Appeals, Law Clerk



Las Vegas Trial Lawyer – Richard K. Hy

Richard K. Hy is an Associate at Eglet Prince. His practice primarily focuses on complex civil litigation including mass torts and class actions. When the Nevada Legislature is in session, Richard also works closely with the Nevada Justice Association advocating for legislation that protects consumers from false and misleading advertising, deceptive trade practices, and unsafe products.

Prior to joining Eglet Prince, Richard worked at the Office of the Nevada Secretary of State. He was appointed Deputy Secretary of State and tasked with overseeing Nevada's elections division. In that role, Richard was responsible for election administration, campaign finance enforcement, candidate filings, and legislative affairs. His predecessor in that same position notably included Samuel L. Clemens, more commonly known by his pen name of "Mark Twain."

Richard earned his Juris Doctorate Degree from Gonzaga University School of Law. He received his undergraduate degrees, a B.S. in Sociology and a B.A. in Political Science, from the University of Utah.

Representative matters:

- *Clark County v. Purdue Pharma et al.* (representing Clark County and other Nevada political subdivisions bringing claims against the manufacturers and distributors for their misrepresentations regarding the safety and efficacy of opioids).
- *Prescott et al. v. Slide Fire Solutions LP* (class action lawsuit brought against bump stock manufacturer related to 1 October shooting in Las Vegas for negligent misrepresentation and product liability claims).
- *LLE One et al. v. Facebook, Inc.* (class action lawsuit filed in the Northern District of California against Facebook for deceptive trade practices related to allegations of inflating video advertisement metrics).

CASSANDRA S.M. CUMMINGS

PROFESSIONAL EXPERIENCE

EGLET PRINCE, Las Vegas, NV
Associate Attorney: May 2018-Present

- Conduct legal research and prepare memoranda regarding key issues in mass tort and complex civil litigation.
- Draft pleadings and motions at all levels of litigation.

MESSNER REEVES, LLP, Las Vegas, NV
Associate Attorney: March 2015 – April 2018

- Manage multiple cases from pre-litigation phases through to settlement or trial.
- Review and analyze documents for production in discovery; prepare and respond to written discovery; and defend and conduct depositions.
- Draft all necessary pleadings and motion work for multiple cases, attend hearings, and provide oral argument when necessary.
- Evaluate potential exposure for clients and settlement potential.

KOELLER, NEBEKER, CARLSON & HALUCK, LLP, Las Vegas, NV
Associate Attorney: November 2010 – March 2015

- Manage large scale and complex construction defect cases.
- Prepare cases for trial including preparing motions in limine, pre-trial motions, jury questionnaires, and review of all applicable discovery to prepare exhibit and witness lists

LAW OFFICE OF ROBERT D. LOWRY, Eugene, OR
Law Clerk: February 2008 – April 2010

- Conducted research on a variety of substantive and procedural issues with an emphasis on insurance defense, drafted memoranda, pleadings and motions, and managed discovery

EDUCATION

UNIVERSITY OF OREGON SCHOOL OF LAW, Eugene, OR
Juris Doctorate 2010

- Moot Court Client Counseling Competition; Mock Trial Competition
- Student Representative to the Faculty Scholarship Committee

UNIVERSITY OF NEVADA LAS VEGAS, Las Vegas, NV
Bachelor of Arts Political Science 2006

- Honors: Dean's List, Every Year; Phi Kappa Phi Honor Society; Golden Key Honor Society; Pi Sigma Alpha Political Science Honor Society

BAR ADMISSIONS AND PROFESSIONAL ASSOCIATIONS

- Nevada State Bar: 2010
- Federal District Court for the District of Nevada: 2011
- Clark County Bar Association

Steven G. Wigrizer- The Cochran Firm—Philadelphia

wigrizers@cochranfirm.com
2000 Market Street
Suite 2750
Philadelphia, PA 19103-4483
Office Phone Number: (215) 569-0900

Steven G. Wigrizer is an experienced trial attorney with The Cochran Firm -- Philadelphia who has been in practice since 1977 and is recognized as one of the best in his field. Steven has handled a diverse array of cases, all of them involving catastrophic injuries to individuals. His practice is concentrated in complex civil litigation, including medical malpractice, products liability, premises liability, pharmaceutical liability and class actions. Steven has an impressive track record of multimillion-dollar settlements and verdicts in a wide variety of cases. His devotion and compassion for his clients have earned him a high level of client loyalty, while his preparation and understanding of complex cases has won him the respect of his opponents and colleagues. Steven is licensed to practice in Pennsylvania and has been specially admitted to practice in other states.

HONORS & AWARDS

- Named in National Trial Lawyers' list of Top 100 Pennsylvania Trial Lawyers, 2018
- Named in list of Pennsylvania Super Lawyers, 2004-2018

PROFESSIONAL ASSOCIATIONS & MEMBERSHIPS

- Philadelphia Trial Lawyers Association, past President and Board Member
- Philadelphia Bar Association, Fees Dispute Committee, Chairperson
- American Bar Association
- Pennsylvania Bar Association
- Public Investors Arbitration Bar Association

EDUCATION

J.D., Boston University School of Law
B.A., Pennsylvania State University

Angela Mason—The Cochran Firm—Dothan

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111 East Main Street
Dothan, AL 36301
Phone Number: (334) 673-1555

Angela Mason serves as the managing partner for The Cochran Firm – Dothan and sits on the Board of Directors for the National Cochran Firm. She began practicing law in 1996, first serving as a law clerk to the Honorable Ira DeMent in the Middle District of Alabama and then beginning private practice with the law firm that would evolve into The Cochran Firm. Her personal injury law practice focuses primarily on complex and mass torts litigation, pursuing claims for people who have been injured or treated unfairly by negligent and irresponsible corporations. Most recently, she has been litigating against pharmaceutical companies and medical device manufacturers who distributed dangerous products in the marketplace, large corporations who denied their employees fair wages, and large corporations who have contaminated people and their properties with dangerous substances. A finalist for the Public Justice Foundation's 2008 Trial Lawyer of the Year Award, Angela was recognized for her work on the environmental case of *Perrine v. E.I. DuPont de Nemours and Company*. The Perrine case resulted in a $390 million verdict and was the highest consumer verdict in the U.S. in 2007.

HONORS & AWARDS

- Honored as one of "The Top 100 Trial Lawyers" in Alabama, 2013-2018
- Awarded Very High Rating in Legal Ability & Ethical Standards, 2017-2018
- Named to The RoundTable: America's 50 Most Influential Trial Lawyers, 2016
- The Cochran Firm President's Award, 2010
- Finalist for the Public Justice Foundation's Trial Lawyer of the Year Award, 2008

PROFESSIONAL ASSOCIATIONS & MEMBERSHIPS

Licensed to practice law in Alabama, Georgia and Washington, D.C., and admitted pro hac vice to numerous state and federal courts, Angela has worked with top trial lawyers from around the nation on numerous law suits. She has been appointed to the Discovery Teams for Multi-district Litigation in the DePuy ASR Hip Litigation in Ohio, the DePuy Pinnacle Hip Litigation in Texas and the Yasmin & Yaz Liability Litigation in Illinois. Angela served on the bellwether trial teams in both the DePuy Pinnacle and Yasmin & Yaz litigations; and she was appointed to the Plaintiffs Steering Committee in the Just For Men Hair Color lawsuit as well.

Other associations include:

- National Trial Lawyers Association
- American Association of Justice
- Alabama Trial Lawyers Association Editorial Board
- *The Trial Lawyer* Editorial Board
- Mass Tort Trial Lawyers Association Executive Committee
- Houston County Bar Association, Grievance Committee, Board of Directors

EDUCATION

J.D., *Summa Cum Laude*, University of Georgia School of Law
M.A., *With Highest Honors*, Auburn University
B.A., *With Highest Honors*, Auburn University

JOSEPH D. LANE

PARTNER

PHONE: (334) 673-1555
FAX: (334) 699-7229
OFFICE: Dothan, Alabama
WEBSITE: www.cochranfirmdothan.com

Joseph Lane serves as a senior partner for The Cochran Firm – Dothan and is a partner in The Cochran Firm - Birmingham. After a five year career as a clinical pharmacist, Joe went to law school at the Florida State University School of Law, graduating with high honors. He began practicing law in Dothan, Alabama in 1991 with Cherry & Givens, the firm that would eventually evolve (along with other established firms) into The Cochran Firm. Joe is licensed in Alabama and Florida, and has been admitted to numerous federal court jurisdictions, and numerous state and federal courts on a pro hac vice basis. Although Joe has handled and continues to handle a wide range of tort cases, he has focused his practice in complex and mass torts litigation, product liability, state and federal wage dispute class actions, environmental torts, and medical negligence, representing clients in numerous jurisdictions in 18 states throughout the contiguous United States. Additionally, Joe has handled civil appeals in the United States Supreme Court, Federal Tenth Circuit, Federal Eleventh Circuit, the Alabama Civil Court of Appeals, the Alabama Supreme Court. Joe was a finalist for the Public Justice Foundation's 2008 Trial Lawyer of the Year Award, recognizing his work on the environmental case of Perrine v. E.I. DuPont de Nemours and Company. The Perrine case resulted in a $390 million verdict and was the highest consumer verdict in the U.S. in 2007.

HONORS & AWARDS

- Lifetime Member of the National Registry of Who's Who
- 2007 – 2018 Top 100 Trial Lawyers with The American Trial Lawyers Association
- 2016 Champions for Children Award from the Children's Advocacy Center
- 2014 America's 30 Most Influential Law Firms from The Trial Lawyer Association
- 2003 DV Award for Outstanding Achievements in Digital Video Production
- 1997 & 1998 Sustain Member of the Alabama Trial Lawyers Association
- 1991 The Billings & Cunningham Book Award in Appellate Advocacy
- 1983 Dean's Award at Auburn University School of Pharmacy

PROFESSIONAL ASSOCIATIONS & MEMBERSHIPS

Joe is licensed to practice in all state and federal courts in Alabama. Other associations include:

- American Association of Justice
- The National Trial Lawyers Association
- The Alabama Trial Lawyers Association
- Alabama State Bar Association
- Florida State Bar Association
- Houston County Bar Association

EDUCATION

- J.D., Florida State University School of Law (High Honors)
- B.S., Auburn University (Pharmacy) (With Honors)

Amanda Hamilton—The Cochran Firm—Dothan

ahamilton@cochranfirm.com
111 East Main Street
Dothan, AL 36301
Phone Number: (334) 673-1555

Amanda R. Hamilton is an Alabama attorney who joined the Cochran Firm in August 2017 after graduating from the University of Alabama School of Law. She primarily focuses on complex litigation, personal injury and medical malpractice. Amanda is licensed to practice in all Alabama State Courts and all Federal Courts in the Northern, Middle and Southern Districts of Alabama.

HONORS & AWARDS

- National Health Law Transactional Moot Court Competition, UA School of Law, 2016, 2017

PROFESSIONAL ASSOCIATIONS & MEMBERSHIPS

- Health Law Society, President, UA School of Law, 2016-2017
- Phi Beta Kappa, Drake University

EDUCATION

- J.D., University of Alabama School of Law
- Summa Cum Laude, Drake University

John Givens—The Cochran Firm—Dothan

johngivens@cocharnfirm.com
111 East Main Street
Dothan, AL 36301
Phone Number: (334) 673-1555

John J. Givens is a trial lawyer with The Cochran Firm – Dothan and a Dothan native. His practice focuses exclusively on plaintiff civil litigation with concentration in the areas of commercial motor vehicle litigation and products liability litigations. John was the youngest lawyer in America to receive a jury verdict of more than one million dollars on behalf of his client, a verdict he obtained at age 26. In addition to individual incident jury trials, John has served as a member of Bellwether trial teams on behalf of plaintiffs in mass actions, including the C8 litigation against DuPont that resulted in a $670.7 million dollar settlement for the Plaintiffs after several successful jury verdicts. John is licensed to practice law in the state of Alabama and Florida and is admitted to practice in all Alabama and Florida state courts as well as many federal courts around the nation.

HONORS & AWARDS

- National Trial Lawyers Top 100
- National Trial Lawyers Top 40 Under 40 Executive Committee
- Speaker and Presenter on Trial Advocacy, The National Trial Lawyers, The Academy of Truck Accident Attorneys, The Alabama Association for Justice, and The Florida Association for Justice, among others

PROFESSIONAL ASSOCIATIONS & MEMBERSHIPS

- Alabama State Bar Association
- Florida Bar Association
- Houston County Bar Association

EDUCATION

- J.D., University of Alabama School of Law
- B.A., Samford University

Jessica Givens—The Cochran Firm—Dothan

jessicagivens@cochrnfirm.com
111 East Main Street
Dothan, AL 36301
Phone Number: (334) 673-1555

Jessica K. Givens is an attorney with The Cochran Firm – Dothan. Her practice currently focuses on complex litigation and mass torts, products liability, personal injury, wrongful death, and environmental matters. Through her previous experience representing corporations at one of the largest Southeastern corporate defense firms, Bradley Arant Boult Cummings LLP, she has gained a unique perspective and understanding of the civil litigation process. While at Bradley, Jessica worked on various product liability, environmental, real estate, and mass tort cases. She now devotes her practice to representing people who have been physically or economically harmed by large, irresponsible corporations. Jessica has served as a member of the Pinnacle Bellwether trial teams that most recently secured a verdict against DePuy and Johnson & Johnson on behalf of six California Plaintiffs for over one billion dollars. Jessica has worked on a number of multidistrict litigation projects on the discovery committee and trial teams, including the Pinnacle trial that awarded six California plaintiffs with over one billion dollars in damages.

HONORS & AWARDS

- Hugo L. Black Scholar Award Recipient
- Two-time recipient of the George Peach Taylor Award for Trial Advocacy
- International Academy of Trial Lawyers Student Advocacy Award Recipient

PROFESSIONAL ASSOCIATIONS & MEMBERSHIPS

Licensed to practice law in all Alabama State Courts and all Federal Courts in the Northern, Middle and Southern Districts of Alabama, and admitted pro hac vice to numerous state and federal courts, Jessica has worked with top trial lawyers from around the nation. She is also an active member of her state and local Bar Association.

Other associations include:

- National Trial Lawyers Association
- American Association of Justice
- Member of the Order of the Coif

EDUCATION

J.D., *Summa Cum Laude*, University of Alabama School of Law
B.SA., *Summa Cum Laude*, Samford University

Jason S. Weiss - The Cochran Firm—Philadelphia

Jweiss@cochranfirm.com
2000 Market Street
Suite 2750
Philadelphia, PA 19103-4483
Office Phone Number: (215) 569-0900

Jason S. Weiss is a trial attorney with The Cochran Firm Philadelphia. Jason has been in practice since 2010 and is widely recognized as a talented young attorney. Jason's practice focuses on clients who have suffered catastrophic injury and representing the families who have lost loved ones as a result of wrongful death. His practice is concentrated in complex civil litigation, with focuses in medical malpractice, construction accidents, premises liability, and products liability. Jason has a proven track record of success in multi-million dollar litigation, including his presence on the trial team in the Market Street Building Collapse, the worst construction site accident in the history of Pennsylvania. He was instrumental in securing a record $227,000,000 settlement from several defendants, including the Salvation Army. Jason is licensed to practice in Pennsylvania and New Jersey.

HONORS & AWARDS

- Named in list of Pennsylvania Super Lawyers – Rising Star, 2016-2018
- Named in Best Lawyers, 2017-2018
- Named in the Knight Foundation's Who's Next: Law, 2016

PROFESSIONAL ASSOCIATIONS & MEMBERSHIPS

- Philadelphia Trial Lawyers Association
- Pennsylvania Bar Association
- American Association for Justice
- New Jersey Association for Justice

EDUCATION

- J.D., Rutgers University School of Law
- B.A., The George Washington University

Michael L. DiChiara – The Cochran Firm--Birmingham

mdichiara@cochranfirm.com
222 20th Street, North Suite 800
Birmingham, AL 35203
Office Phone Number: (205)244-1115

Michael L. DiChiara is the case managing partner in The Cochran Firm – Birmingham office. Michael's practice focuses primarily in the areas of personal injury, auto, truck, and vehicle accident, products liability, medical malpractice and mass tort litigation. He is admitted to practice in all Alabama State courts. In law school, Michael also studied international law in Australia and New Zealand.

Prior to joining The Cochran Firm, Michael was an associate with Jacoby & Meyers, LLC in Birmingham, and an associate with Haygood, Cleveland, Pierce and Thompson, LLP in Auburn, Alabama. Michael is a skilled attorney who has served as the Legislative Counsel for the Attorney General in Montgomery, Alabama, and as the Attorney General's appointee for the State of Alabama Drug Task Force. In these capacities, Michael has drafted new legislation and served as a point of contact for law enforcement on all legislative issues throughout the state.

PROFESSIONAL ASSOCIATIONS & MEMBERSHIPS

- Alabama State Bar Association
- National Trial Lawyers Association Top 40 under 40 (Not sure how this should be styled)

EDUCATION

- J.D., Thomas Goode Jones School of Law
- B.S., University of Alabama

MICHAEL ALLSUP – The Cochran Firm--Birmingham

mallsup@cochranfirm.com
222 20th Street, North Suite 800
Birmingham, AL 35203
Office Phone Number: (205)244-1115

Michael Allsup is experienced in handling complex cases for people who have been catastrophically injured due to negligence or defective products. His practice focuses on trucking accidents, medical malpractice, products liability, defective drug and medical devices, wrongful death and consumer class actions.

Allsup has extensive experience in complex medical malpractice and medical institution liability, as well as product liability cases. He is experienced at appellate and trial court briefing, motions practice, research and writing in complex state and federal actions. He has been involved in concentrated complex state, regional, multidistrict and national litigation in state and federal courts, which include consumer issues, products liability, antitrust and anticompetitive actions.

Early in his career, Allsup joined the Army as an attorney who defended soldiers being court-martialed. After his service, he returned to Alabama and began practicing law, focusing on personal injury and consumer law. Since then, he has utilized his experience, knowledge and expertise to successfully represent hundreds of people injured by other persons, corporations, hospitals and manufacturers in Alabama and throughout the country.

Allsup is admitted to practice before all Alabama courts, the federal district courts for the Northern, Middle and Southern Districts of Alabama, the United States Courts of Appeals for the Fifth, Ninth and Eleventh Circuits, and the United States Court of Appeals for the Armed Forces.

PROFESSIONAL ASSOCIATIONS & MEMBERSHIPS

- Board of Governors, Alabama Trial Lawyers Association
- Executive Committee, Alabama Trial Lawyers Association
- President's Club, Association of Trial Lawyers of America
- Trial Lawyers for Public Justice
- Alabama State Bar

EDUCATION

- The University of Alabama School of Law, 1980

CURRICULUM VITAE
Steven J. Skikos

EDUCATION

Hastings School of Law, San Francisco, CA
Juris Doctor, 1990
Executive Publications Editor, *Hasting International and Comparative Law Review*
Recipient of the Hastings 1066 Scholar Award

Notre Dame University, South Bend, IN
Bachelor of Arts with Honors, 1987

EMPLOYMENT

Skikos, Crawford, Skikos & Joseph San Francisco, CA
Founding Partner & Co-Managing Partner (2008 – Present)

Lopez, Hodes, Restaino, Milman & Skikos, San Francisco, CA
Managing Partner, San Francisco Office (1996 – 2008)

Ropers Majeski, Kohn & Bentley, San Francisco, CA
Attorney (1990-1996)

RELEVANT MDL AND JCCP LEADERSHIP POSITIONS

Co-Lead Counsel appointment by the Honorable David A. Katz in the *In re: DePuy Orthopedics Inc. ASR Hip Implant Prods. Multidistrict Litigation*, MDL No. 2197 (N.D. Ohio)

Plaintiffs' Steering Committee appointment by the Honorable Richard A. Kramer in the California Coordinated Proceeding *DePuy ASR Hip System Cases*, JCCP No. 4649

Co-Lead Counsel (Plaintiffs' Liaison) appointment by the Honorable Richard A. Kramer in the California Coordinated Proceeding *Reglan/Metoclopramide Cases Litigation*, JCCP No. 4631

Plaintiffs' Executive Committee and Plaintiffs' Steering Committee appointment by the Honorable Dan A. Polster in *In re: Gadolinium Contrast Dyes Products Liability Litigation*, MDL No. 1909 (N.D. Ohio)

Plaintiffs' Liaison Counsel appointment by the Honorable Richard A. Kramer in the California Coordinated Proceeding *Gadolinium Medical Cases*, JCCP No. 4546

Plaintiffs' Executive Committee and Co-Liaison Counsel appointment by the Honorable Carolyn B. Kuhl in the California Coordinated Proceeding *Yaz, Yasmin and Ocella Contraceptive Cases*, JCCP No 4608

State-Federal Liaison Counsel to the Consolidated California Litigation appointment by the Honorable David R. Herndon in the *In re: Yasmin and Yaz (Drospirenone)*

Marketing, Sales Practices and Products Liability Litigation, MDL No. 2100 (S.D. Illinois)

Plaintiffs' Executive Committee appointment by the Honorable Steven L. Perk in the California Coordinated Proceeding *Fosamax/Alendronate Sodium Drug Cases*, JCCP No. 4644

Plaintiffs' Executive Committee appointment by the Honorable Kenneth R. Freeman in the California Coordinated Proceeding *Actos Product Liability Cases*, JCCP No. 4696

Plaintiffs' Co-Liaison Counsel appointment by the Honorable Kim Dunning in the California Coordinated Proceeding *Zoloft Birth Defect Cases*, JCCP No. 4771

Plaintiff's Steering Committee appointment by the Honorable Anthony J. Mohr in the California Coordinated Proceeding *Toyota Motor Cases*, JCCP No. 4621

Plaintiffs' Liaison Counsel appointment by the Honorable Emilie H. Elias in the California Coordinated Proceeding *In re: Ortho Evra Litigation*, JCCP No. 4506

Plaintiffs' Liaison Counsel appointment by the Honorable Wendell Mortimer, Jr. in the California Coordinated Proceeding *In re: Baycol Cases I and II*, JCCP Nos. 4217 and 4223

Plaintiffs' Liaison Counsel appointment by the Honorable Ronald L. Styn in the California Coordinated Proceeding *In re: Metabolife 365 Cases*, JCCP No. 4360

Co-Liaison Counsel appointment by the Honorable Anthony J. Mohr in the California Coordinated Proceeding *In re: PPA Litigation*, JCCP No. 4166

Co-Liaison Counsel appointment by the Honorable Carl J. West in the California Coordinated Proceeding *In re: Rezulin Litigation*, JCCP No. 4122

Science and Expert Committee appointment by the Honorable Lewis A. Kaplan in *In re Rezulin Products Liability Litigation*, MDL No. 1385 (S.D. New York)

Science and Expert Committee appointment by the Honorable Jed S. Rakoff in the *In re: Ephedra Products Liability Litigation*, MDL No. 1598 (S.D. New York)

"706 National Expert Committee" appointment by the Honorable Sam C. Pointer in *In re: Silicone Gel Breast Implant Products Liability Litigation*, MDL No. 926 (S.D. Alabama)

PROFESSIONAL AFFILIATIONS

State Bar of California
San Francisco Bar Association
Consumer Attorneys of California
American Association for Justice
Hellenic Law Society

MARK G. CRAWFORD

Skikos, Crawford, Skikos & Joseph LLP
One Sansome Street, Suite 2830
San Francisco, California 94104
Website: www.skikos.com

Telephone: (415) 546-7300
Mobile: (415) 760-0663
mcrawford@skikos.com

Professional Experience

Skikos, Crawford, Skikos & Joseph LLP; San Francisco, California
Founding Partner (1/2008 to Present)
Participated in handling and all phases of litigation in complex pharmaceutical and medical device coordinated proceedings in state and federal courts, including as court-appointed California state court coordination leadership counsel. Includes negotiating case management procedures; preparing and coordinating law and motion and oppositions; conducting discovery on corporate defendants including written discovery and taking key corporate depositions; preparing and handling pre-trial motions and responses; oral argument to the courts for major motions; preparation for trial and trial; the handling of appellate work including in the California courts of appeal and Supreme Court, and the United States Supreme Court; and the negotiation of global settlements and development of global settlement programs.

Lopez, Hodes, Restaino, Milman & Skikos LLC; San Francisco, California
Associate Attorney (1999 to 2004) and Partner (2005 to 2007)
Primarily handled major phases of litigation in complex pharmaceutical and medical device coordinated proceedings in state and federal courts, including negotiation of case management procedures, preparing written discovery and taking key corporate depositions, and engaging in law and motion practice; and preparation of major pharmaceutical cases for trial. Also represented clients in insurance coverage, complex litigation and employment litigation.

Barger & Wolen LLP, San Francisco, California
Associate Attorney (1998 to 1999)
Handled large insurance coverage and bad faith disputes, complex business litigation and civil appeals; extensive law and motion experience including motions for summary judgment; discovery and depositions.

Buchalter, Nemer, Fields & Younger; San Francisco, California
Associate Attorney (1996 to 1997)
Handled large insurance coverage and bad faith disputes, complex business litigation and civil appeals; extensive law and motion experience including motions for summary judgment; discovery and depositions.

Ropers, Majeski, Cohn, Bentley, Wagner & Kane PC; San Francisco, California
Associate Attorney (1990 to 1995)
Handled insurance coverage and bad faith disputes, prepared insurance coverage opinions; pre-trial handling of medical litigation in coordinated proceedings in federal and state courts.

Miller, Starr & Regalia LLP; Oakland, California
Associate Attorney (1988 to 1989)
Handled cases involving real estate litigation and transactions; handled bankruptcy matters primarily involving real estate issues.

State Court Appointments

Risperdal Product Liability Cases, JCCP No. 4775 (Court-appointed Co-Liaison Counsel)
Fosamax Sodium Alendronate Drug Cases, JCCP No. 4644 (Court appointed Co-Lead Counsel)
Actos Products Liability Cases, JCCP No. 4696 (Court appointed Co-Lead Counsel)

Education	**Haverford College,** Haverford, PA B.A. History, 1985
	UCLA School of Law, Los Angeles, CA J.D., 1988
Professional Licenses	**California State Bar,** Admitted December 1988. **United States District Court, Northern District of California,** Admitted 1988 **United States Supreme Court,** Admitted 2013

CURRICULUM VITAE
Jane E. Joseph

EDUCATION

William Mitchell College of Law, St. Paul, MN
Juris Doctor cum laude, 1985

Oberlin College, Oberlin, OH
Bachelor of Arts with Honors, 1980

EMPLOYMENT

Skikos, Crawford, Skikos & Joseph Cleveland, OH
Founding Partner (2008 – Present)

Lopez, Hodes, Restaino, Milman & Skikos San Francisco, CA
Of Counsel, Cleveland, OH (1999 – 2008)

Brosnahan, Joseph & Suggs, Minneapolis, MN and Cleveland, OH
Shareholder (1993 - 1999)

Robins, Kaplan, Miller & Ciresi, Minneapolis, MN
Associate (1985 – 1993)

RELEVANT MDL AND OTHER COORDINATED LITIGATIONS

Coordinated settlements and settlement administration for 3600-claimant resolution in the California Coordinated Proceeding *In re: Reglan/Metoclopramide Cases Litigation*, JCCP No. 4631

Developed medical, scientific and plaintiff-specific damage models in various MDL and other coordinated jurisdictions including *In re: Invokana (canagliflozin) Products Liability Litigation,* MDL No. 2750 (D. of NJ); *(In re: Gadolinium Contrast Dyes Products Liability Litigation*, MDL No. 1909 (N.D. Ohio); *Yaz, Yasmin and Ocella Contraceptive Cases*, JCCP No 4608; *In re: Ortho Evra Litigation*, MDL No. 1742 (N.D. Ohio).

PROFESSIONAL AFFILIATIONS

State Bar of Ohio
American Association for Justice

APPENDIX B

April 20, 2018

RE: Professional Liability Binder (Excess - Lawyers Professional)

Policy Number:	LHZ769349
Renewal of:	LHZ763190
Company:	Landmark American Insurance Company - (Best rating: A+ XIII)
Insured:	**EGLET LAW GROUP, LLP DBA EGLET PRINCE** **LAS VEGAS, NV**
Professional Services:	LAW FIRM
Policy Dates:	April 22, 2018 - April 22, 2019
Form:	RSG 51036 0916 Excess Professional Liability Coverage Form Claims Made and Reported Basis - Follow Form
Retroactive Date:	April 22, 2004
Each Claim Limit:	$5,000,000
Aggregate Limit:	$5,000,000
In Excess of Each Claim:	$5,000,000
In Excess of Aggregate:	$5,000,000

Policy Attachments

- RSG 56027 0903 Employment Practices Liability Exclusion
- RSG 54124 0217 Extended Reporting Period Amendatory Endorsement (Multiple Options - Excess Follow Form)
- RSG 56045 1009 Lateral Hire Exclusion - Excess
- RSG 54025 0405 Minimum Retained Premium
- RSG 99084 0106 Nevada Surplus Lines Disclosure Notice
- RSG 56058 0903 Nuclear Energy Liability Exclusion
- RSG 56069 0104 Prior and Pending Litigation Exclusion
- RSG 56070 1009 Prior Knowledge Exclusion
- RSG 94022 0407 Service Of Suit
- RSG 56180 0717 Violation of Consumer Protection Laws Exclusion (LPL)

A member of Alleghany Insurance Holdings LLC

Terms and Conditions

- Claim Expenses are within the Limits of Liability
- Extended Reporting Period Options: 12, 24, or 36 months for an additional premium not to exceed 100%, 150%, or 200% of the annual / policy premium

Primary Carrier

Primary Carrier:	Capitol Specialty Insurance Corporation
Primary Limits:	$5,000,000 Each Claim / $5,000,000 Aggregate
Primary Deductible:	$50,000
Primary Premium:	
Primary Retroactive Date:	April 22, 2004
Primary Policy Period:	April 22, 2018 - April 22, 2019
Primary Coverage:	Lawyers Professional Liability Insurance
Primary Policy Number:	LW20161054-03

Premium Amount

Gross Premium:
Minimum Earned Premium:

Comments:
NO FLAT CANCELLATION- 25% MINIMUM EARNED PREMIUM UPON BINDING.

Based on the insured mailing address we have tentatively identified the Home State as NV. If there are no exposures in NV we will identify the state with the largest exposure as the Home State.

Please read all terms and conditions shown above carefully as they may not conform to specifications shown on your submission.

Coverage bound herewith shall be subject to all terms and conditions of the policy to be issued which, when delivered, replaces this binder.

BINDER OF INSURANCE

Insured: Eglet Law Group, LLC
400 S. 7th Street, Suite 400
Las Vegas, NV 89101

We are pleased to advise you that, pending the issuance of the applicable insurance policy, coverage is bound as follows:

Insurance Carrier:	Capitol Specialty Insurance Corporation (Rated A, Excellent by A.M. Best)	
Type of Coverage:	Lawyers Professional Liability (Non-Admitted)	
Policy Number:	LW20161054-03	
Policy Type:	New [ ] Renewal [X] Endorsement [ ]	
Policy Term:	**From:** 04/22/2018	**To:** 04/22/2019
Limit of Liability:	$5,000,000 Per Claim / $5,000,000 Aggregate	
Retention:	$50,000 Per Claim	
Premium:		
Endorsements / Exclusions:	In accordance with our quote letter dated April 12, 2018	
Retroactive Date:	04/22/2004	
Conditions:	None	

As documentation or information is received in satisfaction of the aforementioned conditions, the underwriter reserves the right to modify or rescind this temporary binder. Furthermore, this binder and any policy issued pursuant thereto, are subject to confirmation of no material change in the information provided in the insured's original application.

If the requested information is not received, reviewed and approved by the binder expiration date, or if a material change in the original application information is revealed, then this binder, and any policy issued pursuant thereto, may become null and void *Ab Initio*. Extension or modification of any binder may only be made in writing by **D & O Partners, Inc.**

Response to the Request for Statements of Qualification to Serve as Special Counsel to the City of Las Vegas for Potential Opioid Litigation

May 15, 2018

Las Vegas City Council
C/o Mr. Brad Jerbic
C/o Mr. Jeff Dorocak
City Hall
495 S. Main Street
Las Vegas, NV 89101

Re: Request for Statement of Qualifications to Serve as Special Counsel to the City of Las Vegas for Potential Opioid Litigation

Gentlemen:

The law firm of Fulmer Sill, in collaboration with The Lanier Law Firm, Motley Rice and Nettles Law Firm, respectfully present this Response in connection with the above referenced Request for Statements of Qualification to serve as special counsel to the City of Las Vegas for potential opioid litigation. We stand ready, willing, and able to assist the City of Las Vegas and the City Attorney with the continuing investigation and litigation against the manufacturers, distributors, and all other responsible entities and individuals who helped to create or fuel the opioid epidemic in the City of Las Vegas.

This Response, like our approach to all such governmental actions, is founded upon a bedrock commitment of true collaboration and open transparency in order to ensure that the City of Las Vegas controls the litigation and that our efforts are continually aligned with the objectives and best interests of the City of Las Vegas.

There is not a more professional, committed, and capable team than the one assembled herein. Once selected, we will use our significant successful experience and subject matter expertise to deliver a result that both makes the City of Las Vegas whole and deters future violators from similar conduct moving forward. In closing, we applaud the City of Las Vegas's commitment to this vital matter of public health, as well as its leadership in seeking the best available legal team to handle this matter to conclusion.

Sincerely,

/s/ Matthew J. Sill

MATTHEW J. SILL

MJS:tb

Experience & General Information

This Response incorporates the impressive strength and resources of national law firms Fulmer Sill, The Lanier Law Firm and Motley Rice, along with the local presence and experience of the Nettles Law Firm. Responses throughout this document will refer to our collaboration as "Team", unless individual firm responses are more appropriate. As more fully detailed throughout, our Team stands tall among our competition and boasts incredible successes in our respective histories. While many law firms can propose to represent the City of Las Vegas ("City") in this important matter, no one firm can bring to bear the combined experience, expertise, reputation, resources, and gravitas that our Team possesses.

I. GENERAL EXPERIENCE & INFORMATION

FULMER SILL

Fulmer Sill's practice is focused on pharmaceutical liability, mass tort, class action, and complex litigation. Firm members serve as class counsel in landmark cases for consumer protection, securities fraud and shareholder derivative claims. Our litigation background includes cases involving vehicle design, aviation and mass transit tragedies. Our attorneys helped set the bar for insurance litigation in Oklahoma and several surrounding states with some of the largest recoveries in the bad faith arena.

Fulmer Sill has achieved nationwide success and built a reputation for persistence in pharmaceutical litigation.

- When the Fenfluramine and Dexfenfluramine (marketed as "fen-phen") diet drugs were withdrawn from the market on September 15, 1997, thousands of lawsuits followed. A global settlement was approved on October 8, 1999. Fulmer Sill's founders continued to litigate, and on October 22, 2008, as lead trial counsel in Bergen County, N.J., obtained the last successful "fen-phen" plaintiffs' verdict. For the past ten years, our attorneys have represented and obtained recoveries for more "fen-phen" claimants than any other firm.

Fulmer Sill's litigation group of ten attorneys includes a former biomedical researcher whose doctoral research focused on chemistry of the central nervous system and neurotransmitter receptors, an area of great relevance to opioid litigation, and a former deputy general counsel for the Oklahoma Healthcare Authority who directed the agency in both prosecuting and defending complex litigation.

Our history of leadership in public health and safety matters has led to recognition and frequent selection for leadership positions in coordinated proceedings including:

- Co-Lead Counsel for MDL 2700, *In Re: Genentech, Inc., Herceptin (Trastuzumab) Marketing and Sales Practices Litigation;*

- Plaintiffs' Steering Committee for MDL 2331, *In Re: Propecia (Finasteride) Products Liability Litigation*;

- Plaintiffs' Steering Committee for MDL 2299, *In Re: Actos Pioglitazone Products Liability Litigation;*

- Plaintiffs' Steering Committee for MDL 2642 *In Re: Fluoroquinolone Products Liability Litigation;*

- Plaintiffs' Steering Committee for MDL 1871 *In Re: Avandia Marketing, Sales and Practices and Products Liability Litigation*; and

- Plaintiffs' Steering Committee for JCCP 4749, *In Re: GranuFlo and NaturaLyte Litigation*.

Further, as a member of Plaintiffs' Executive Committee in MDL 2266, *In Re: Darvon, Darvocet, and Propoxyphene Products Liability Litigation*, the firm developed a deep familiarity with the deadly characteristics of opioids, obtaining documents from hundreds of prescribers, substance abuse counselors, and law enforcement officials. All MDL 2266 leadership committees disbanded after the discouraging outcomes of several matters before the United States Court of Appeals for the Sixth Circuit and United States Court of Appeals for the Ninth Circuit, but our attorneys remained active as Appellate Liaison Counsel and State Court Liaison Counsel. The firm is currently negotiating a global settlement of propoxyphene product liability claims with multiple drug companies contributing to the opioid epidemic.

THE LANIER LAW FIRM

Mark Lanier is commonly referred to as the premier trial lawyer in the United States. This reputation is built on billions of dollars in jury verdicts against some of the largest companies in the world, including the world's largest pharmaceutical and medical device companies. The firm maintains offices from coast to coast to handle matters across the country in state and federal courts. With offices in Houston, New York, Los Angeles and Oklahoma City, the firm is able to meet its clients and opponents wherever they may be found.

With an assembled team of over 50 lawyers, the firm and Lanier have received significant accolades and recognition:

- In May of 2017, Lanier was inducted into the *National Trial Lawyers' Trial Lawyer Hall of Fame*, which recognizes exceptional trial lawyers

- Twice named *Trial Lawyer of the Year* by *The National Trial Lawyers* as well as by *The Trial Lawyer*

- Twice named *Lawyer of the Year* in Houston by *Best Lawyers in America* – in 2017 for *Personal Injury Litigation* and in 2016 for *Mass Tort Litigation/Class Actions*

- Repeatedly named to the *Lawdragon Top 500*

- Lanier was named to The Legal 500 "Elite Leading Lawyers" list in 2016

- In 2015, Lanier earned the *American Association of Justice*'s *Lifetime Achievement Award*.

- *The New York Times* described him as *"one of the top civil trial lawyers in America"*

- *The National Law Journal* has twice named him one of the nation's *Top 10 Trial Attorneys*, as well as one of the *100 Most Influential Lawyers in America* and the same publication also named Lanier and The Lanier Law Firm to the annual *Plaintiff's Hot List*

- Lanier also is the recipient of the coveted *Clarence Darrow Award*

- Lanier is regularly named in *Chambers USA: America's Leading Lawyers for Business*, where he also received special recognition as a national leader in product liability and mass tort cases

- Lanier has been listed in U.S. News and World Report's *Best Lawyers in America* list for more than a decade, including previously being named the *2013 Top Class Action Attorney in America*

- The same publication also recognized him as Houston's *2016 Lawyer of the Year for Mass Tort Litigation/Class Actions*.

- The Lanier Law Firm also has been repeatedly named on the annual list of *Best Law Firms* published by *U.S. News & World Report*

- Lanier's additional professional honors include his recognition as a *Litigation Star* by *Benchmark Litigation* and *The Trial Lawyer* magazine's *America's 100 Most Influential Trial Lawyers*

With this experience, Mark Lanier and the Lanier Law Firm are poised to bring accountability to those that have contributed to the City of Las Vegas's opioid epidemic.

MOTLEY RICE

With a history of taking on major cases and working hard to improve the lives of those harmed by wrongdoing, Motley Rice is one of the nation's largest plaintiffs' firms. Motley Rice and its attorneys have negotiated monumental settlements in some of the most significant health and consumer fraud litigation in state and federal courts throughout the last 30 years. The firm's commitment to holding medical manufacturers, the pharmaceutical industry, and other wrongdoers accountable for harm caused by defective consumer products, has shaped U.S. laws and policy to the benefit of all Americans.

Motley Rice currently holds leadership roles in more than 30 areas of complex litigation, including the current opioid litigation, and was heavily involved in litigation related to the tobacco industry, asbestos, anti-terrorism and human rights, BP oil spill and Volkswagen "clean diesel". More importantly, Motley Rice, led by Linda Singer, serves as lead counsel for the first jurisdictions to file complaints against pharmaceutical companies in the opioid litigation, the City of Chicago and Santa Clara County. Singer and Motley Rice represent seven state attorneys general in investigations and/or litigation against the opioid manufacturers and distributors, and select additional government entities in opioid investigation and litigation. Motley Rice has two leadership positions in the MDL related to opioid marketing and distribution in the Northern District of Ohio: co-lead counsel (Joe Rice) and co-chair of the manufacturers' litigation committee (Linda Singer).

Motley Rice has offices in 8 different states and represents clients across the country. Linda Singer heads the firm's Public Client team and is a former Attorney General for the District of Columbia. Linda has represented clients in numerous consumer protection and financial and health care fraud lawsuits that have resulted in significant settlements and injunctive relief, including mortgage relief settlements for the states of Arizona and Nevada worth more than $1 billion. She also represents Hawaii and the U.S. Virgin Islands in litigation alleging harm or economic loss due to deceptive marketing of Takata airbags, the largest auto-related recall in U.S. history.

NETTLES LAW FIRM

Brian is the owner and founder of the Nettles Law Firm and currently serves as the president of the Nevada Justice Association (NJA). He also serves as the Chairperson of both the Membership and the Sponsorship Committees and is a Sustaining Member of the organization. In 2012, Brian was selected to serve as a Trustee for Citizens for Justice, NJA's agent responsible for all action in defending consumers' rights in the state legislative process.

Brian, along with Christian Morris from the Nettles Law Firm, are currently serving as 2 of only 3 Nevada Governors on the prestigious American Association for Justice's (AAJ) Board of Governors. Brian has proudly served in this position since his selection in 2010. He also currently

serves on AAJ's National Finance Council and is a former Governor of the New Lawyers Division of AAJ, where he received several awards for his service to the organization.

The firm was founded in 2003 and now includes 4 practicing attorneys and 15 support staff. Brian was born in Phoenix, Arizona, and has been a Las Vegas resident since 1984. Brian graduated from Chaparral High School in Las Vegas. He received his Bachelor of Science degree in Hotel Administration from UNLV in 1996. He then attended the University of Dayton on an academic scholarship, where he was honored by his selection to the school's Moot Court Team, and received his Juris Doctorate in 2000. Brian was admitted to the State Bar of Nevada in 2000, and to the bar of the United States District Court, District of Nevada, in 2005.

Brian is a member and proud supporter of the Southern Poverty Law Center and Public Justice, organizations dedicated to preserving citizens' rights and access to justice. The American Trial Lawyers Association has honored Brian as a Top 100 Trial Lawyer every year since 2009.

Since 2010, Brian has been a member of The Injury Board, a collection of plaintiff's trial lawyers from across the country (and Canada) who are dedicated to protecting the rights and safety of the general public. All Injury Board attorneys make an ongoing promise to donate a portion of their time, talent and resources to local causes and non-profit organizations in order to help make where they live a better place for everyone, and Brian is no exception as he actively supports several local and national charities, including Three Square Food Bank, Families for Effective Autism Treatment (FEAT), Toys for Tots, Children's Heart Foundation, Habitat for Humanity and Teach for America.

Over the past several years Brian has been invited to lecture all over the country to trial lawyer groups on various topics, including talks to members of: AAJ in New York City, the Consumer Attorneys of California in Maui, NJA in Las Vegas, the Southern Trial Lawyers Association in New Orleans, and the New Jersey Association of Justice in Atlantic City.

Brian has also accepted invitations to address the students at UNLV's Boyd School of Law and at the Community College of Southern Nevada. He has also taught multiple times at the Peoples' Law School in Nevada, a program put on by the Nevada Foundation for Consumer Education to educate and empower citizens on various aspects of the law.

FIRM CAPABILITIES & RESOURCES

Our Team has the staffing and financial wherewithal to see this litigation through trial and post-judgment appellate proceedings. With hundreds of lawyers and support staff combined, our Team

is peerless among plaintiffs' firms and more than comparable to the army that Defendants will assemble. Our Team has the financial strength and stability the City of Las Vegas should demand from the legal team it selects to handle this historic undertaking.

As described in more detail below, we have built a well-organized Team of attorneys, investigators and paralegals to conduct the relevant factual and legal research necessary to undertake and successfully complete this litigation. With regard to experts, as part of the leadership team of the MDL, we have access to the experts and consultants who form the backbone for this litigation. We are also in discussions with several other potential experts to design and prepare damages models. Further, in collaboration with the City Attorney, we intend to identify and retain a host of local experts and/or consultants to assist in outlining solutions.

GOVERNMENT REPRESENTATION

Members of our Team regularly represent numerous governmental entities in litigation and in a wide variety of other legal matters.

FULMER SILL

In the landmark case on healthcare fraud committed against Native Americans, Fulmer Sill attorneys representing the Cherokee Nation helped multiple federally-recognized tribes recover costs related to the prescription drugs Avandia, Paxil, Wellbutrin, Advair, Lamictal, Zofran, Imitrex, Flovent, and Valtrex.

Fulmer Sill attorneys currently represent a putative class of tribes enforcing their rights under the Federal Medical Care Recovery Act in MDL 2299, *In Re Actos Products Liability Litigation*.

Fulmer Sill attorney Curtis 'Muskrat" Bruehl filed the first lawsuit brought by a sovereign tribe, the Cherokee Nation, seeking to hold drug companies responsible for the opioid crisis.

Fulmer Sill also represents the following with respect to the current opioid litigation:

- Ponca Tribe of Oklahoma
- Pawnee Nation of Oklahoma
- Comanche County, Oklahoma

The firm is also in the process of evaluation and retention of municipalities, counties, and Native American tribes.

THE LANIER LAW FIRM

The Lanier Law Firm has represented numerous states in pharmaceutical litigation, including the State of Utah in an action concerning Vioxx against Merck & Co. The firm's Vioxx litigation also included representation of the states of Alaska and Michigan.

With respect to the current opioid litigation, The Lanier Law Firm currently represents the following governmental entities with more in process for retention:

- Commonwealth of Kentucky
- Dallas County, TX
- Tarrant County, TX
- Travis County, TX
- Potter County, TX
- Nacogdoches County, TX
- Nueces County, TX
- Comanche County, OK

MOTLEY RICE

In the 1990s, Motley Rice co-founders Ronald L. Motley and Joseph F. Rice represented more than two dozen state attorneys general and other public entities, and were key architects and negotiators of the $246 billion tobacco Master Settlement Agreement, the largest civil settlement in U.S. history. The firm later represented Santa Clara County and several other California cities and counties in landmark litigation to establish lead paint as a public nuisance under California law. Motley Rice represents the Office of the Attorney General of the Commonwealth of Kentucky as part of a team of law firms to review and litigate claims against Bayer A.G. and related entities regarding the drugs Yaz and Yasmin. Motley Rice also represents the State of Louisiana in a number of "reverse payment" generic drug antitrust cases and negotiated the settlements to resolve the claims for injuries and damages arising out of the Deepwater Horizon oil spill brought by the numerous governmental entities, including a dozen cities in Florida.

Currently, Motley Rice is playing a leading role in helping to address the opioid crisis by diligently investigating and litigating against pharmaceutical companies and seeking to hold them accountable for misconduct that helped give rise to the opioid crisis. Led by the public client practice located in Washington, D.C., Motley Rice currently represents the first jurisdictions to file complaints against pharmaceutical companies—the City of Chicago and Santa Clara County—in 2014. They also represent seven state attorneys general in investigations and/or litigation against the opioid manufacturers and distributors, and select additional government entities in opioid investigations and litigation. Motley Rice has two leadership positions in the Multidistrict Litigation related to opioid marketing and distribution in the Northern District of Ohio: co-lead (Joe Rice) and co-chair of the manufacturers' litigation committee (Linda Singer). The firm also has now survived motions to dismiss in three cases, and taken substantial discovery, including depositions, against both manufacturers and distributors.

In addition to their leadership role on the opioid litigation and investigations described above, Motley Rice's public client practice has been engaged in more than two dozen complex investigation and litigation matters on behalf of attorney general offices and other public clients, involving consumer, financial, and health care fraud.

The public client practice successfully represented the State of Hawaii and the Government of the U.S. Virgin Islands in their lawsuits against airbag supplier Takata for manufacturing, supplying, and marketing airbags they allegedly knew or should have known were defective. Continued aggressive pursuit of Takata after it filed for bankruptcy resulted in a multi-million dollar settlement for Hawaii and the Virgin Islands. The public client practice is continuing to litigate against four global automakers for manufacturing, selling, and marketing automobiles with defective Takata airbags and whose alleged misconduct led to the largest automotive recall in U.S. history.

In 2016, Motley Rice's public client practice also successfully represented the Mississippi Attorney General in litigation and investigations related to violations of state consumer protection law as well as the Dodd-Frank Wall Street Reform and Consumer Protection Act and Federal Credit Reporting Act by the big three credit reporting agencies, Experian, TransUnion, and Equifax, in knowingly including error-riddled data in the credit files of millions of consumers, jeopardizing their ability to obtain access to credit and employment. The settlements secured by the Mississippi Attorney General's Office ($7.1 million) exceeded the total settlement reached a year earlier by a group of more than 30 states and secured significant additional benefits for consumers and groundbreaking injunctive terms.

Other successes as lead outside counsel to public clients over the past five years include representations of:

- Arizona and Nevada in consumer fraud lawsuits against Bank of America over the servicing of approximately one-half million mortgages, securing financial payments, commitments to mortgage modifications, and other relief valued at nearly $1 billion. As with opioids, these were the first cases filed by attorneys general alleging consumer fraud in the servicing and failure to modify mortgages, which ultimately resulted in the National Mortgage Settlement;
- An attorney general in investigations of and settlements with Wall Street firms that securitized subprime mortgages for consumer fraud for their roles in enabling these high-risk mortgages, obtaining settlements and injunctive relief valued at over $60 million. Again, these were the first cases aimed at holding these financial institutions accountable to consumers and communities devastated by the loans they funded and purchased;
- The New Hampshire Attorney General in an investigation of Insys Therapeutics, the maker of the opioid Subsys, a fentanyl spray, for off-label marketing and other deceptive practices, resulting in a pre-litigation assurance of voluntary discontinuance, a settlement of $3.1 million dollars and other financial and injunctive relief for New Hampshire residents; and
- The Government of the Virgin Islands in litigation against Hovensa, a refinery operation in St. Croix, and its two joint venture partners, PDVSA, the government-owned oil company of Venezuela, and Hess. After the case was filed, PDVSA filed for bankruptcy, resulting in multiple proceedings in both Territorial and federal bankruptcy court, and negotiations with the joint venture parties, numerous creditors, the refinery's purchaser, the Department of Justice and the Environmental Protection Agency. We managed the dynamic, highly complex litigation,

transactional, and environmental issues to secure relief estimated at over $800 million and remediation of the refinery site.

DISCIPLINARY ACTIONS, LEGAL MALPRACTICE CLAIMS AND OTHER REQUESTED INFORMATION

The owners of Sill Law Group and Fulmer Group created Fulmer Sill in 2016. Prior to its creation, the owners of both firms have been practicing for decades. There have been no significant developments or anticipated changes with the Team. With some of the largest plaintiffs' law firms in America, members of our Team have been named as defendants in legal malpractice actions over the years, but there have been no judgments entered against us. There have been no disciplinary actions or legal malpractice claims made against Nettles Law Firm. Over ten years ago, the Lanier Law Firm was sued for legal malpractice, but the claims were baseless and dismissed. In addition, none of the attorneys from Lanier Law Firm who will provide services on this have been sued for legal malpractice or been the subject of disciplinary action. In March 2012, an action *(Goldsmith, et al. v. Sill, et al.)* was filed in the United States District Court for the District of Nevada, Case No. 12-cv-00490. Matt Sill was one of several firms and lawyers sued as a result of a class action in which the plaintiff was removed as class representative. Mr. Sill was dismissed from the suit, which had no merit. The case was initially filed in the District Court of Clark County, Nevada, No. A-11-653236-C on December 14, 2011, but was then removed to and litigated in the USDC as noted above. The case was dismissed in November 2015.

Motley Rice has no professional sanctions or other pending or threatened governmental or regulatory proceedings that would have any significant adverse impact on the firm or any member of the firm. As one of the largest plaintiff law firms in America, handling thousands of cases each year, from time to time we receive notices of legal malpractice claims. Please see below for litigation or other legal proceedings related to the provision of legal services that Motley Rice or a partner or attorney in our firms has been involved in within the last five years:[1]

Raj Rajaratnam v. Rudra P., et al., Civil Action No. 160185/2017, in the Supreme Court of the State of New York, County of New York, filed on November 14, 2017. Plaintiff filed a Summons with Notice and has not yet served the firm, which became aware of this defamation suit through unofficial means. Plaintiff is a defendant in a pending terrorism funding action the firm is prosecuting on behalf of its clients, and the firm believes plaintiff filed this frivolous defamation suit against the firm and two key witnesses to disrupt the discovery process in the underlying litigation. If served, we will vigorously defend.

Bay Street Neighborhood, LLC, et al. v. McRoberts & Roberts LLP, et al., Civil Action No. NC-2016-0014, in the Newport County Superior Court, Rhode Island, filed January 7, 2016. Plaintiffs allege their attorneys were negligent in handling their claims arising out of soil contamination in their neighborhood. The firm denies the allegations and is vigorously defending.

[1] In many of Motley Rice's cases, defendants seek to disqualify us from representing an attorney general on various constitutional or ethical grounds. None of those suits relate the manner in which the firm has provided services, but object generally to government's use of contingency-fee outside counsel. None of those motions have been successful.

ExxonMobil Corp. v. Walker, et al., 017-284890-16, District Court of Tarrant Count Texas (2016). Plaintiff named a firm attorney in a lawsuit alleging she violated their constitutional rights and due process as well as engaged in the common law tort of abuse of process. A non-party subpoena recipient in the suit then named her in a sanctions motion alleging she violated various statutes and rules, including DCRPC 4.4. The lawsuit was withdrawn and the sanctions motion has been pending in D.C. Superior Court for roughly two years.

Eric Bogdan and The Bogdan Law Firm v. Bevan and Associates LPA, Inc., et al., Adversary Proceeding No. 15-01023-cgm, in the U.S. Bankruptcy Court, Southern District of New York, filed on February 3, 2015. Plaintiffs filed suit against various law firm defendants, including the Motley Rice, seeking a determination of their share of an attorney fee award. Plaintiffs and some of the defendants, including Motley Rice, reached a settlement in May 2015, and the remaining parties settled and dismissed the action with prejudice in January 2018.

Nicholas Joseph Glover, Sr. v. Motley Rice, Civil Action No. GV085/2303, in the Harrison County Justice Court, Mississippi, filed July 24, 2014. Pro se plaintiff filed this small claims action alleging that the firm failed to disburse the correct net settlement amount to him. In August 2014, the misunderstanding was resolved and the action was dismissed with prejudice.

Larry Southern, et al. v. Joseph F. Rice and Motley Rice LLC, Civil Action Nos. 2014-CP-10-1064 and 2016-CP-10-4534, in the Charleston County Court of Common Pleas, South Carolina, filed February 20, 2014. Plaintiffs alleged the defendants partnered with other law firms that had represented them on their personal injury claims but failed to protect their entitlement to workers' compensation benefits. Defendants denied the allegations. In March 2017, the matter settled and the action was dismissed with prejudice.

Allstate Insurance Co. v. Jennifer Warns, No. 11 CV 1848, Dist. of Maryland. In June 2013, a firm attorney was subject to allegations of unethical conduct in opposing counsel's motion to strike an exhibit that had been obtained from a third party. The court found no evidence of misconduct and denied opposing counsel's motion in November 2013.

Kevin Spear, an individual v. James Percival, et al., Civil Action No. BC507154, in the Los Angeles County Superior Court, California, filed April 26, 2013. Pro se plaintiff alleged his attorneys were negligent in representing him. However, the firm defendants never undertook the representation. Plaintiff failed to prosecute his case and it was dismissed without prejudice in March 2014.

The Estate of Buddy Dennis, by and through the Executor, Tommy Dennis v. Danny Varden, et al., Civil Action No. 14-CV-2012-900154.00, in the Chilton County Circuit Court, Alabama, filed September 13, 2012. Plaintiff filed an Amended Complaint to add the firm as a party on January 12, 2015. Plaintiff alleged the firm failed to pay personal injury settlement funds to the decedent's rightful heirs. In June 2015, the matter settled and was dismissed with prejudice.

In Re: Engle Cases, Civil Action No. 3:09-cv-10000-WGY-JBT, in the U.S. District Court, Middle District of Florida, Jacksonville Division, filed November 22, 2009. The Court in this matter

appointed a Special Master to investigate certain conduct with respect to the representation, which was undertaken by multiple firms. The Court ruled on October 18, 2017, that we had not engaged in any sanctionable conduct.

II. SUBJECT MATTER AREAS EXPERIENCE

FULMER SILL

Firm members have a history of leadership in public health and safety matters. This has led to recognition and frequent selection in leadership positions for pharmaceutical litigation. Below is a list of just a few examples where the firm was designated to serve in official leadership roles:

- Co-Lead Counsel for MDL 2700, *In Re: Genentech, Inc., Herceptin (Trastuzumab) Marketing and Sales Practices Litigation*, currently pending in United States District Court for the Northern District of Oklahoma;
- Plaintiffs' Steering Committee for MDL 2331, *In Re: Propecia (Finasteride) Products Liability Litigation*, currently pending in United States District Court for the Eastern District of New York;
- Plaintiffs' Steering Committee for MDL 2642 *In re: Fluoroquinolone Products Liability Litigation*;
- Plaintiffs' Steering Committee for MDL 1871 *In re: Avandia Marketing, Sales and Practices and Products Liability Litigation*; and
- Plaintiffs' Steering Committee for JCCP 4749, *In Re: GranuFlo and NaturaLyte Litigation*, currently pending in Los Angeles Superior Court.

Fulmer Sill Experience in Opioid Litigation

Over the past seven years, Fulmer Sill developed a deep knowledge and commitment to the opioid epidemic. As a member of Plaintiffs' Executive Committee in MDL 2266, *In Re: Darvon, Darvocet, and Propoxyphene Products Liability Litigation*, Matt Sill obtained documents from hundreds of prescribers, substance abuse counselors, law enforcement officials, and families impacted by opioids. After multiple matters before the United States Court of Appeals for the Sixth Circuit and United States Court of Appeals for the Ninth Circuit, the Plaintiffs' Steering Committee was discharged. Fulmer Sill partners were selected as Appellate Liaison Counsel and State Court Liaison Counsel and are currently engaged in confidential settlement negotiations with defendants specifically responsible for the current opioid epidemic.

THE LANIER LAW FIRM

The Lanier Law Firm and Mark Lanier have achieved numerous billion dollar jury verdicts against the largest pharmaceutical companies in the world.

The Lanier Law Firm Case Studies Beyond Opioid Litigation

- $1.75 billion in jury verdicts against DePuy Orthopaedics, subsidiary of Johnson & Johnson

DePuy Orthopaedics Inc. ("DePuy") created the Pinnacle hip implant with a metal design socket, rather than a safer ceramic or polyethylene design. The poorly designed product was implanted in tens of thousands of patients worldwide. Following the filing of thousands of lawsuits across the country, the litigation concerning Pinnacle hip implants was consolidated as *In re DePuy Orthopedics Inc. Pinnacle Hip Implant Products Liability Litigation*, MDL Case No. 3:11-md-02244 in the U.S. District Court for the Northern District of Texas.

Facing one of the largest companies in the world and a blue chip lineup of defense firms, including Locke Lord LLP, Skadden Arps Slate Meagher & Flom LLP, and Kirkland & Ellis LLP, Mark Lanier and The Lanier Law Firm were selected to prosecute the patient claims in a series of bellwether trials. Notwithstanding the army of opposing lawyers and experts, the results have been overwhelmingly favorable for Lanier, the firm, and its clients. In March 2016, a federal jury returned a verdict of ***over $500 million*** in favor of the firm's 5 clients. Again in December 2016, another federal jury returned a verdict of ***over $1 billion*** in favor of the firm's six clients at trial. Once again, in November 2017, another federal jury returned a verdict of approximately ***$246 million*** in favor of the firm's clients.

Arriving at these landmark verdicts included international discovery, thousands of hours of document review, legal research and writing, and coordination with dozens of law firms across the country. Lanier and the firm had the experience, resources, and professionalism to achieve these record setting results, which have prepared it to lead the charge in this matter.

- $9 billion verdict against Takeda Pharmaceutical and Eli Lilly over the diabetes drug Actos

In another milestone pharmaceutical case, Mark Lanier and the firm were selected to prosecute claims against Takeda Pharmaceutical Co. and Eli Lilly & Co. over claims their drug Actos caused bladder cancer. *See In Re: Actos [Pioglitazone Products Liability Litigation]*, MDL Case No. 6:11-md-2299 in the U.S. District Court for the Eastern District of Louisiana. Once again, Lanier faced a well funded defense by multiple law firms, including Sidley Austin.

In April 2014, however, Lanier received an ***over $9 billion*** jury verdict against Takeda and Eli Lilly. As a result of Lanier's verdict, all claims were settled for approximately ***$2.4 billion*** in total settlements. Once again, this case required immense coordination, resources, and expertise to litigate. Lanier and the firm engaged in thousands of hours of work and coordination with dozens of law firms across the country, including Fulmer Sill. It is this expertise and professionalism that repeatedly results in Lanier and the firm's selection as lead counsel in significant and complex pharmaceutical cases.

- $4.85 billion settlement in a products liability action over the pain killer Vioxx

The Lanier Law Firm was also the key trial counsel against Merck relating to its drug Vioxx and claims the drug caused heart complications resulting in numerous deaths. The firm played a significant role in obtaining nearly every favorable jury verdict, including the first of ***over $250***

million in August 2005. As a result of Lanier's multiple trial verdicts, the claims were resolved for over ***$4.85 billion*** on behalf of consumers.

The firm also obtained the first ever consumer fraud findings against Merck in 2007, establishing that Merck committed consumer fraud by deceiving doctors about the drug's cardiovascular risks and deliberately hiding information about those risks. This experience is very similar to the claims that will be prosecuted here concerning opioid manufacturers.

The firm's Vioxx litigation included representation of multiple attorney general offices across the country, including a current action on behalf of the Attorney General of Utah.

Merck's defense of these claims was relentless, spending hundreds of millions of dollars to defend the actions with blue chip defense firms, just as the City of Las Vegas is likely to face here. However, Lanier and the firm have repeated experience in taking on these scorched earth defenses and coordinating with opposing lawyers, co-counsel, regulatory bodies and our clients.[2]

Lanier's role in pharmaceutical trials over the last two decades is without peer.

MOTLEY RICE

Motley Rice, with the launch of its dedicated public client practice headed by Linda Singer, is playing a leading role in helping address the opioid crisis by diligently investigating opioid manufacturers and distributors and seeking to hold them accountable for misconduct that helped give rise to the opioid crisis. Singer, the former Attorney General for the District of Columbia, has represented, and continues to serve as lead counsel for, the first jurisdictions to file complaints against opioid manufacturers—the City of Chicago and Santa Clara County, which sued five opioid manufacturers for a range of violations in 2014. Motley Rice is vigorously litigating both of these cases. The Chicago case is the first case to have survived motions to dismiss (with Santa Clara and South Carolina recently following). Singer and Motley Rice also represent the attorneys general of Alaska, Kentucky, Montana, New Hampshire, South Carolina, and Puerto Rico, which have filed litigation against various manufacturers and distributors (along with one other state attorney general). Motley Rice represents over two dozen additional government entities in opioid investigations and litigation and serves as co-lead of the multidistrict litigation (MDL) centralized

[2] Lanier and the firm have played significant leadership roles in many pharmaceutical, medical device and product liability MDL litigations, serving either on the PSC or in leadership roles in (non-exhaustive): IN RE: Toyota Litigation, MDL 2151, C.D. CA.; IN RE: Vioxx Litigation, MDL 1657, E.D.LA.; IN RE: Bextra and Celebrex Liability Litigation, MDL 1699, N.D.CA.; IN RE: Zyprexa Litigation, MDL 1596, E.D.N.Y.; IN RE: Avandia Litigation, MDL 1871, E.D.PA.; IN RE: Neurontin Litigation, MDL 1629, D.MA.; IN RE: Levaquin Litigation, MDL 1943, D.MN.; IN RE: Heparin Litigation, MDL 1657, N.D.OH.; IN RE: Digitek Litigation, MDL 1968, S.D.W.V.; IN RE: Fosamax Litigation, MDL 1789, S.D.N.Y.; IN RE: Chantix (Varenicline) Litigation, MDL 2092, N.D.AL.; IN RE: Trasylol Litigation, MDL 1928, S.D.FL.; IN RE: Viagra Litigation, MDL 1724, D.MN.; and IN RE: Gadolinium Contrast Dyes Litigation, MDL 1909, N.D.OH. The firm has held leadership positions in: Toyota, Avandia®, Digitek®; Bextra®/Celebrex®; Levaquin®; Heparin® and Zyprexa®. The firm has also maintained lead roles in state court litigations concerning the following pharmaceutical litigations: Vioxx® (Atlantic County, NJ); Bextra®/Celebrex® (New York County, NY); Avandia® (Philadelphia County, PA); Neurontin® (New York County, NY), Levaquin® (Atlantic County, NJ), Fosamax (Atlantic County, NJ); Yaz/Yasmin/Ocella (Atlantic County, NJ); and Chantix® (New York State).

last year in the Northern District of Ohio. Each of the government entities has asserted different, but multiple, claims, including nuisance, false claims, consumer fraud, and common law claims.

Motley Rice has a deep expertise and passion for the opioid litigation. The firm has collected and reviewed roughly 22 million pages of documents, conducted depositions, and interviewed hundreds of prescribers, addiction specialists, and families impacted by opioids. The firm has identified and interviewed former employees of the opioid manufacturers and their third party partners, helping us gain valuable insight into defendants' marketing and distribution practices. The firm has successfully litigated motions to dismiss, multiple challenges to the use of outside counsel, and discovery motions. The firm has negotiated and implemented a cooperation agreement with Pfizer. The firm has assembled a team of core experts available to each of our clients, supplemented by local experts, as appropriate, to help assess and support the litigation and investigations, including proving damages and developing remedies that will have a real impact on the opioid crisis.

In addition to the opioid litigation, Motley Rice attorneys have been at the forefront of some of the most significant and monumental civil actions over the last 30 years. In the 1990s, Motley Rice attorneys led the campaign in the courtroom and the negotiation table on behalf of more than half of the states' attorneys general against the tobacco industry that culminated in the $246 billion Master Settlement Agreement, the largest civil settlement in U.S. history.

With a history of taking on major cases and working hard to improve the lives of those harmed by wrongdoing, Motley Rice has been on the forefront of the most significant complex litigation in U.S. history. Recently, Motley Rice served as one of the lead negotiators in the nearly $15 billion settlement deal reached in 2016 for U.S. owners and lessees of Volkswagen's 2.0-liter TDI vehicles, the largest auto-related consumer class action settlement in U.S. history.

In 2014, Motley Rice, with co-counsel, negotiated the original settlement deal reached in *In re American Medical Systems, Inc., Pelvic Repair Systems Products Liability Litigation* that numerous subsequent settlements were modeled after with the manufacturer. Motley Rice represents thousands of women and have played a leading role in the litigation alleging debilitating and life-altering complications caused by defective transvaginal mesh devices.

Motley Rice has held leadership roles in numerous cases and some of the highlights include:

- Plaintiffs' Steering Committee for MDL 2738, *In re Johnson & Johnson Talcum Powder Products Marketing, Sales Practices and Products Liability Litigation*;
- Plaintiffs' Steering Committee and Co-lead Counsel for MDL 2782, *In re Ethicon Physiomesh Flexible Composite Hernia Mesh Products Liability Litigation*;
- Co-lead counsel for MDL 2738, *In re Zofran (Ondansetron) Products Liability Litigation*; and
- Plaintiffs' Leadership Counsel for MDL 2641, *In re Bard IVC Filters Products Liability Litigation*.

It is unlikely that there is another firm in the country that has as much experience in representing governmental entities and knowledge of pharmaceutical litigation as Motley Rice.

NETTLES LAW FIRM

The Nettles Law Firm has always been focused on helping the injured and their families by providing the best possible communication and highest quality legal services available. The Nettles Law Firm practice areas include dangerous and unsafe products liability, personal injury, and wrongful death. Although the Nettles Law Firm mostly deals with single event cases, the firm often handles complex litigation. For example, the Nettles Law Firm is currently involved in the Route 91 mass shooting case and had the largest involvement in the Legionnaires' disease outbreak at the Aria Hotel.

PUBLIC ENTITY REPRESENTATION IN OPIOID LITIGATION

FULMER SILL

Fulmer Sill attorney Curtis 'Muskrat' Bruehl filed the first lawsuit brought by a sovereign tribe, the Cherokee Nation, seeking to hold drug companies responsible for the opioid crisis. Fulmer Sill also represents the following:

- Ponca Tribe of Oklahoma
- Pawnee Nation of Oklahoma
- Comanche County, Oklahoma

The firm is also in the process of evaluation and retention of municipalities, counties, and Native American tribes.

THE LANIER LAW FIRM

The Lanier Law Firm currently represents the Commonwealth of Kentucky in addition to numerous Texas counties in the opioid litigation. The Firm's Texas county clients include two of the largest counties in the country (Dallas and Tarrant counties) as well as Travis County (Austin, TX) and other mid-sized Texas counties (Nacogdoches, Nueces and Potter). These cases are in their initial stages and refined damage calculations have not been completed.

In addition, Mark Lanier was recently appointed to the Plaintiff's Executive Committee in the federal multidistrict litigation, *In re National Prescription Opiate Litigation*, MDL 2804, in the Northern District of Ohio (Cleveland) pending before the Honorable Dan A. Polster.

MOTLEY RICE

Linda Singer serves as lead counsel for the first jurisdictions to file in the opioid litigation, the City of Chicago and Santa Clara County, both of which sued five pharmaceutical companies for a range of violations in 2014. Motley Rice is vigorously litigating both of these cases and the Chicago case is the first opioids case to have survived motions to dismiss and the only opioids case have entered discovery. Motley Rice also represents the following in the opioid litigation:

Commonwealth of Puerto Rico	City of Miami, FL	State of New Hampshire
State of Alaska	State of Montana	State of South Carolina
Summit County, OH	Lake County, IL	Commonwealth of Kentucky
Bay County, MI	Albany County, NY	Anne Arundel County, MD
City of Newark, NJ	City of Akron, OH	Quincy, MA
Brick Township, NJ	Erie County, PA	Township of Toms River, NJ
Lacey Township, NJ	Hennepin County, MN	St. Louis County, MN

This list does not include any additional governmental entities the firm represents in litigation and investigations that are currently confidential.

III. TEAM QUALIFICATIONS

To be truly successful, the City of Las Vegas needs a team of lawyers with government enforcement experience, subject matter expertise, and a proven record of high-stakes trial victories along with sufficient size and scale to stand toe-to-toe with some of the world's largest companies. Our Team also includes a member practicing as a minority-owned business[3]. There is but one Team that meets each of these requirements; ours. Beyond leveraging the aforementioned abilities and experience, our Response also includes multiple components, which are integral to the value added proposition of using outside counsel in such matters:

COMMUNICATION & COLLABORATION

Our bedrock commitment, based on years of experience representing governmental entities and in representing state agencies, is that the government client controls and directs the litigation at all times. We will provide candid feedback, thoughtful counsel and strategic direction, but the representation of the City of Las Vegas will remain clearly and transparently within the control of the City Attorney. Simply put, the City Attorney is our principal partner in representing the client, the City of Las Vegas. Many law firms often misunderstand this relationship and subject their efforts to scrutiny from the media, attacks from Defendants and eventual second-guessing from the client. We will never make that mistake.

Specifically, our communication plan will rely on our Leadership Liaisons to maintain open lines of communication throughout our representation. We will provide the City Attorney with regular as well as ad hoc briefings, and we will collaborate and interact directly with the City Attorney's staff on a real-time basis. Consistent with our commitment, and in recognition that we would be an extension of the City Attorney's office; upon selection we will implement a written policy

[3] Curtis "Muskrat" Bruehl is owner of The Bruehl Law Firm, PLLC, a 100% minority-owned business, and is Of Counsel for Fulmer Sill.

among all members of the Team to ensure compliance with our commitment to you. Finally, we will coordinate all media relations and press releases with and through the City Attorney.

EXPERTS & CONSULTANTS

Our strategy includes retaining world class experts and consultants to build and support the uniqueness of this case. Our collective involvement at the highest levels of pharmaceutical litigation opens the doors to experts and consultants that few can offer. Expert attack and elimination has been a central strategy deployed by pharmaceutical companies in other proceedings, most often on causation. We have identified the following subjects as appropriate for expert support and begun the process of identifying and retaining the best available experts which will survive defendant(s) Daubert challenges:

- Opioid and pain medicine
- Addiction
- Regulatory approval, oversight, and enforcement obligations
- Opioid marketing
- Lean/Six Sigma methodologies and databases
- Controlled Substances Ordering Systems (CSOS)
- Public health impact of opioid abuse, misuse and diversion including statistical epidemiology
- Economics- and actuarially-based complex causation and damages modeling including the calculation and imposition of civil penalties

TECHNOLOGY & DATA

Our plan for this case includes utilizing cutting edge technology in discovery and damages modeling. We will use cloud-based versions of the document review software Relativity. The recent decision of the United States Supreme Court in *Tyson Foods v. Bouaphakeo* recognizes the validity of statistical sampling and other data extrapolation in support of similar claims. As such, we will consult with our retained experts in order to compile and analyze the relevant data sets to buttress the case. Civil penalties along with actual and consequential damages will be the central issues in this case. Technology and data will play a crucial role in forecasting and supporting our damages position in both negotiations and trial arguments.

A CONSTANT MARCH TOWARDS TRIAL

We remain hopeful that Judge Polster will be successful in bringing the sides together for settlement within the MDL, but we are mindful of the massive size, scale and complexity of this litigation. One of the mistakes that many lawyers are prone to make is to approach cases on behalf of government clients as though they are destined for settlement. Any analysis of the prior results in similar matters reveals that the best outcomes occur at or near trial. However, too often

governmental entities resolve their matters without the benefit or threat of trial. Defendants have taken advantage of this miscalculation at every turn.

The firms that make up this Team are principally committed to jury trials and believe that the best outcome for the City of Las Vegas will only occur as a result of trial, or Defendants' fear of same. It goes without saying that defendant corporations will take seriously the prospect of facing Mark Lanier in the courtroom.

The Team is comprised of some of the best trial lawyers and legal minds in the country and will be led by Matt Sill, Mark Lanier, Linda Singer, and Brian Nettles. This group of attorneys has decades of experience dealing with pharmaceutical companies within the context of complex litigation as well as representing governmental entities and navigating the obstacles that can arise when dealing with a public client.

LEAD COUNSEL

Matt Sill has been instrumental in developing Fulmer Sill's mass torts and complex litigation practice. He is frequently selected for leadership positions among large groups of attorneys representing multiple parties. Matt was instrumental in fulfilling his firm's co-lead counsel responsibilities for the BOK National Settlement Class from MDL 2036, *In Re: Checking Account Overdraft Litigation*, and Plaintiffs' Steering Committee ("PSC") duties for MDL 1871, *In Re: Avandia Sales Marketing and Products Liability Litigation.* He was also on the trial team in Bergen County, N.J., for *Stribling v. Wyeth*, the last successful (from a plaintiff's perspective) "fen-phen" verdict in the United States. Over the past decade, Matt's firm has represented the largest number of "fen-phen" claimants in the nation. His team currently assists with PSC obligations in the multibillion-dollar global settlement program of MDL 2299, *In Re: Actos Products Liability Litigation*, the largest single mass tort settlement involving a drug that's still on the market.

In multiple matters before the United States Court of Appeals for the Sixth Circuit and United States Court of Appeals for the Ninth Circuit, Matt represented hundreds of people allegedly injured or killed by generic prescription drugs. *See; e.g., Romo v. Teva Pharmaceuticals USA, Inc.* He also appeared before the United States Court of Appeals for the Tenth Circuit on behalf of several hundred women bringing claims against vaginal mesh manufacturers. *See; e.g., Teague et al. v. Johnson & Johnson et al.*

Matt serves on the Executive Committee and Board of Directors in the Oklahoma Association for Justice and Board of Governors in the American Association for Justice (formerly ATLA). He has been continuously re-elected to these positions for many years.

Matt regularly accepts invitations for faculty positions and speaking engagements at seminars and continuing legal education programs. He has lectured in numerous locations, including Arizona, Florida, Georgia, Illinois, Louisiana, New York, Oklahoma, Puerto Rico and Texas, with programs typically being attended by lawyers from several other jurisdictions. He was chosen to co-chair HarrisMartin Publishing's 2013 *CAT Flood and Windstorm Litigation Conference.* In the practice

area of pharmaceutical and medical device litigation, Matt has been a featured instructor or moderator at educational programs devoted to Actos®, GranuFlo®, Topamax®, pre-emption in generic drug cases, and several other topics.

Matt has been licensed to practice in all Oklahoma courts for over a decade and is also admitted in the United States Court of Appeals for the Sixth and Tenth Circuits.

Mark Lanier is an accomplished attorney, author, teacher, pastor and expert story teller who is no stranger to the public platform. Since he founded The Lanier Law Firm in 1990, Mark has earned international recognition as one of the top trial attorneys in the United States. In addition to national recognition, Mark has earned multiple accolades from his legal peers in Texas. In a statewide attorney survey published in ***Texas Monthly*** magazine, he has earned selection to the annual ***Texas Super Lawyers*** list since it debuted in 2003, including being named one of the ***Top 10 Attorneys in Texas***.

Mark's courtroom work has resulted in feature articles in ***The Wall Street Journal, The New York Times, Los Angeles Times, The Boston Globe, Bloomberg News*** and the ***Houston Chronicle***, among many others. He also is a frequent guest on news shows such as CNBC's ***Squawk Box*** and Fox News' ***Your World with Neil Cavuto***. Mark also is a regular co-host and contributor to Fox Business News' highly rated ***Varney and Company*** with Stuart Varney.

Mark is Board Certified in Personal Injury Trial Law by the Texas Board of Legal Specialization. He is licensed to practice in all Texas state and federal courts, New York state courts and the U.S. Supreme Court. Mark frequently instructs other attorneys in seminars held across the nation about his trial techniques and how to better try cases. He regularly serves as a featured lecturer at many of the nation's top law schools, including Harvard Law School, Stanford Law School, Pepperdine University School of Law, University of Chicago Law School and Texas Tech University School of Law. Mark was elected to the ***American Bar Association's Fellows of the American Bar Association*** and was named a ***Life Fellow*** of the same organization in 2012.

A strong supporter of his alma mater, Mark earned his law degree from Texas Tech University School of Law in 1984. He remains active at Texas Tech by serving on the law school's Foundation Board. He was selected as the ***Texas Tech University School of Law Distinguished Alumnus*** for 2015 and also was awarded the school's ***Distinguished Alumni Award*** in 2016.

Mark is enthusiastically involved in government and community activities outside the practice of law. Chairmen, company presidents and senior executives from major American corporations and universities often call on him for his respected business views on national and international issues. In 2011, Mark was also bestowed the distinguished ***Ambassador of Peace*** award by the Guatemalan government.

Mark also is the founder of the Lanier Theological Library, one of the nation's largest private theological collections. He teaches a weekly, 700-plus-member Sunday school class focusing on Biblical Literacy at Champion Forest Baptist Church in Houston. Mark is the founder of the Christian Trial Lawyers Association, a non-profit organization whose goal is to create a network of principled attorneys to minister to others through civic-minded endeavors. He serves on the boards of the American Schools of Oriental Research (ASOR) and the Albright Institute. An accomplished author, Mark recently published the book, ***Christianity on Trial*** (IVP 2014) and a daily devotional book entitled, ***Psalms for Living: Daily Prayers, Wisdom, and Guidance*** (Baylor University Press 2016). The book won the 2018 Illumination Book Award in the Devotional category.

In addition to Mark Lanier, the Lanier Law Firm includes an experienced team to assist in the prosecution of the firm's cases, including Richard Meadow, Evan Janush, Dara Hegar, and Reagan Bradford, whose resumes are included with this submission.

Linda Singer represents governments, attorneys general and other public entities in high-impact, high-stakes litigation and investigations as head of Motley Rice's Public Client practice area. The former Attorney General of the District of Columbia, Linda's knowledge and experience includes serving in the public, not-for-profit and private sectors.

As AG, Linda gained invaluable insight into the duties of attorneys general and how law firms with the right resources and experience can aid in supporting enforcement efforts. During her tenure in the District of Columbia, she developed and expanded litigation aimed at protecting children, consumers, tenants and victims of domestic violence and gun violence while overseeing a staff of more than 350 lawyers in one of the nation's largest AG offices.

In private practice, Linda has represented clients in numerous consumer protection and financial and health care fraud lawsuits that have resulted in significant settlements and injunctive relief, including mortgage relief settlements for the states of Arizona and Nevada worth more than $1 billion.

At the forefront of healthcare fraud litigation alleging deceptive marketing practices of highly addictive opioid prescription painkillers, Linda represents seven state attorneys general and over two dozen other government clients in opioids litigation. The opioid epidemic has resulted in tens of thousands of deaths and imposed billions of dollars of costs on public entities that must address the drug addiction, overdose, trafficking, and other related costs. She also represents Hawaii and the U.S. Virgin Islands in litigation alleging harm or economic loss due to deceptive marketing of Takata airbags, the largest auto-related recall in U.S. history.

She also has investigated major national credit bureaus accused of violating state and federal law by failing to maintain accurate consumer credit files, and nursing homes accused of defrauding public payors and consumers by failing to maintain enough staff to ensure the health and safety of elderly residents. She has also represented the U.S. Virgin Islands in enforcement litigation against an oil company that abruptly shut down, alleging it failed to fulfill its obligation to operate a refinery in St. Croix as promised in exchange for significant tax breaks. The settlement in that case is valued at more than $750 million in revenue and environmental cleanup.

Linda helped secure more than $60 million in relief for consumers whose subprime mortgages were securitized by major Wall Street banks, and repayment for students who alleged they were defrauded by a chain of for-profit colleges. She fought for workers allegedly misclassified as independent contractors by a Fortune 100 company, a move that allegedly deprived workers of legal protections and avoided contributing to state unemployment and workers' compensation programs.

Pro bono work has also been a major part of Linda's practice. She has represented individuals and public clients in cases aimed at preventing gun violence, protecting consumers, and safeguarding the rights of immigrants. Linda also served from 1994 through 2006 as Executive Director of the Appleseed Foundation, a network of public interest law centers in the U.S. and Mexico.

Brian Nettles is currently the president of the Nevada Justice Association and serves on the Board of Governors for the American Association for Justice. Brian has proudly served in this position since his selection in 2010. He also currently serves on AAJ's National Finance Council and is a former Governor of the New Lawyers Division of AAJ, where he received several awards for his service to the organization.

Brian is the owner and founder of the Nettles Law Firm. He was born in Phoenix, Arizona, and has been a Las Vegas resident since 1984. Brian graduated from Chaparral High School in Las Vegas. He received his Bachelor of Science degree in Hotel Administration from UNLV in 1996. He then attended the University of Dayton on an academic scholarship, where he was honored by his selection to the school's Moot Court Team, and received his Juris Doctorate in 2000. Brian was admitted to the State Bar of Nevada in 2000, and to the bar of the United States District Court, District of Nevada, in 2005.

Brian is a member and proud supporter of the Southern Poverty Law Center and Public Justice, organizations dedicated to preserving citizens' rights and access to justice. The American Trial Lawyers Association has honored Brian as a Top 100 Trial Lawyer every year since 2009.

Brian is proud to serve on the Board of Governors of his state trial lawyer association, the Nevada Justice Association (NJA), a position that he has held since his election in 2008. He also serves as

the Chairperson of both the Membership and the Sponsorship Committees and is a Sustaining Member of the organization. In 2012, Brian selected to serve as a Trustee for Citizens for Justice, NJA's agent responsible for all action in defending consumers' rights in the state legislative process.

Since 2010, Brian has been a member of The Injury Board, a collection of plaintiff's trial lawyers from across the country (and Canada) who are dedicated to protecting the rights and safety of the general public. All IB attorneys make an ongoing promise to donate a portion of their time, talent and resources to local causes and non-profit organizations in order to help make where they live a better place for everyone, and Brian is no exception as he actively supports several local and national charities, including Three Square Food Bank, Families for Effective Autism Treatment (FEAT), Toys for Tots, Children's Heart Foundation, Habitat for Humanity and Teach for America.

Over the past several years Brian has been invited to lecture all over the country to trial lawyer groups on various topics, including talks to members of: AAJ in New York City, the Consumer Attorneys of California in Maui, NJA in Las Vegas, the Southern Trial Lawyers Association in New Orleans, and the New Jersey Association of Justice in Atlantic City.

Brian has also accepted invitations to address the students at UNLV's Boyd School of Law and at the Community College of Southern Nevada. He has also taught multiple times at the Peoples' Law School in Nevada, a program put on by the Nevada Foundation for Consumer Education to educate and empower citizens on various aspects of the law.

KEY PERSONNEL OF THE TEAM

Dr. Tara Tabatabaie is an attorney and a former biomedical researcher. Dr. Tabatabaie's doctoral research focused on the chemistry of the central nervous system and neurotransmitter receptors, an area of great relevance to opioid litigation. During her career as a scientist, she has performed research on the underlying mechanisms of a number of pathologies, including neurochemical mechanisms of alcohol dependency. Dr. Tabatabaie has been a recipient of grants from national funding agencies, has authored over 30 peer-reviewed articles and book chapters, and has served as a peer-reviewer for a number of scientific journals including Neurotoxicity Research, Free Radical Biology and Medicine, Diabetes, and Pancreas. She has served on the Science Committees of a number of national litigations and has been instrumental in developing plaintiffs' scientific case in those litigations. Dr. Tabataie has been licensed to practice in Oklahoma for over 10 years.

Christopher J. Bergin is senior litigation counsel with Fulmer Sill and his practice is focused on the representation of Plaintiffs in complex pharmaceutical/medical device product liability, toxic tort, medical malpractice and catastrophic injury litigation in Multi-District, Federal and Oklahoma Courts.

As Deputy General Counsel for the Oklahoma Health Care Authority from 2006 to 2013, Chris participated in more than one hundred administrative hearings and directed the Agency in both prosecuting and defending multiple complex litigation cases. Oklahoma's Medicaid program, known as SoonerCare, provides medical care and treatment to over 750,000 Oklahomans. During his tenure at OHCA, Chris directed the recoupment of millions of dollars in payments fraudulently billed by providers and successfully litigated to bar more than a dozen contractors from future participation in the Medicare and Medicaid programs.

Curtis "Muskrat" Bruehl holds a Master of Law Degree (LL.M.) in Indian Law, and he is admitted to practice in several tribal courts including the Cherokee Nation, Choctaw Nation, and Chickasaw Nation, and in United States Court of Federal Claims. In the landmark case on health care fraud in Indian Country, Curtis helped Indian tribes recover costs related to the prescription drugs Avandia, Paxil, Wellbutrin, Advair, Lamictal, Zofran, Imitrex, Flovent, and Valtrex.

Curtis filed the first opiate case brought by a sovereign tribe seeking to hold drug companies responsible for an epidemic of opioid addiction. Additionally, Curtis has made commitments to assist several other tribes with opioid-related matters impacting Indian tribes throughout the United States.

Richard "Rick" Meadow has been a practicing trial attorney for more than 30 years. He has represented the rights of individuals who have been injured by pharmaceuticals, medical devices, asbestos, medical malpractice, defective products, construction defects, lead poisoning, and motor vehicles, as well as the negligence of premises owners and municipalities. Mr. Meadow also has extensive experience in the representation of large national insurance companies as an insurance defense attorney. This experience provides a 360-degree perspective of the practice of tort law in the United States.

Mr. Meadow is the National Mass Tort Leader for The Lanier Law Firm, where his responsibilities include overseeing all the firm's pharmaceutical mass tort litigation in addition to promoting, recruiting and maintaining associated outside relationships at a national level. He has served and continues to serve on the Plaintiffs' Steering Committees for several national litigations. Mr. Meadow currently serves on the Plaintiffs Executive Committee for the National TALC litigation.

Mr. Meadow has successfully tried over 25 cases to verdict. He was part of the winning trial team that obtained record-setting plaintiffs' verdicts in the Vioxx litigation. While he was at his former firm, he helped win two significant jury awards recognized by *The National Law Journal* among the nation's largest verdicts in 2002 and 2003. He has settled substantial claims for clients and argued appeals before the New York and New Jersey Appellate Divisions. Mr. Meadow often is called on as a featured lecturer at many legal forums and conferences. In 2008, Mr. Meadow was asked to testify before the United States Congress based on his expertise regarding the Sunshine in Litigation Bill, which would have effectively amended the Federal Rules of Civil Procedure regarding the use of protective orders in discovery and the use of

confidentiality provisions in settlement agreements. He has lectured at numerous legal conferences and has been appointed to many committees that explore issues germane to the medical and legal communities. He also is a distinguished member of The Sedona Conference. Prior to relocating to the firm's Houston office, Mr. Meadow opened and managed the New York office of the Lanier Law Firm. Mr. Meadow was recognized in the annual New York Super Lawyers list for six years straight as one of the top attorneys in New York and has received the Lifetime Achievement Award in New York. He has earned a Martindale-Hubbell® AV Preeminent™ Rating and is a member of the Million Dollar Advocates Forum. Mr. Meadow was recently recognized by Law Dragon as one of the Top 500 Lawyers in the Country. A graduate of California Western School of Law (J.D. 1984) and Rutgers University (B.A. 1979), Mr. Meadow is licensed to practice law in New York State, New Jersey, Texas and Pennsylvania, in addition to numerous Federal Courts. He also is admitted to the Bar of the United States Supreme Court.

Reagan E. Bradford joined the Commercial Litigation section of the Lanier Law Firm in 2016. Mr. Bradford focuses his practice on complex commercial litigation matters, particularly those involving energy, corporate governance, securities, and antitrust. His practice has provided extensive experience in federal and state courts across the country, including class actions and mass tort proceedings, and in arbitration proceedings.

Prior to joining the Lanier Law Firm, Mr. Bradford served as Deputy General Counsel & Assistant Corporate Secretary for a Fortune 500 energy company. This position provided Mr. Bradford experience in the board room as well as in the court room and in high stakes regulatory proceedings. He received a bachelor's degree from the University of Oklahoma and his Doctor of Jurisprudence from the University of Oklahoma College of Law. It was here where he served on the Oklahoma Law Review, founded the Energy and Resources Law Student Association, and graduated Order of the Coif. Mr. Bradford was named a Journal Record 40 Under 40 in Oklahoma City, in 2015. Mr. Bradford regularly speaks and writes on legal matters relating to energy, corporate governance, and government investigations.

Mr. Bradford is licensed to practice in Oklahoma and Texas and is also admitted in numerous federal district courts, including the Western, Eastern and Northern Districts of Oklahoma, and the Northern and Southern Districts of Texas, and the Tenth Circuit Court of Appeals.

Dara Hegar joined the Lanier Law Firm in 1999, and is currently the Managing Attorney for the firm's offices in Houston, Los Angeles, and New York. A Houston native, she has represented clients in each of the firm's practice areas and has focused on trial coordination in intricate litigation matters. Dara has represented clients and Fortune 500 companies from across the nation. While her proficiency spans across all of the firm's practice areas, her specialty has been managing

complex litigations and providing specific insight at trial that has resulted in many significant verdicts and settlements over the past 18 years.

Dara has been named a "Rising Star" in the legal community eight times by Texas Monthly, receiving the honor each year from 2006 through 2013. She also was named a "Top 100 Trial Lawyer" in 2013 by The National Trial Lawyers. Furthermore, she was also honored to be included in U.S. News and World Report's 2017 and 2018 edition of The Best Lawyers in America.

Admitted to the Texas bar in 1998, she received her Bachelor of Arts degree in Political Science with honors from Texas A&M University in 1995. She received her Master of Arts degree in International Relations and her law degree from St. Mary's University, where she served with distinction as Associate Editor of the Law Journal in 1998. She further served as briefing attorney to the Honorable Richard H. Edelman at the Fourteenth Court of Appeals from 1998 through 1999, before joining the Lanier Law Firm. Dara is a member of the Houston Bar Association, the State Bar of Texas, and the American Association of Justice. Dara also proudly serves on the Board of Directors of The Association of Former Students of Texas A&M University.

Zarah Levin-Fragasso has been an associate attorney at The Lanier Law Firm since January 2013. Her practice focuses on pharmaceutical and medical device products liability. Ms. Levin-Fragasso was recently named a Super Lawyers™ Rising Star in the New York Metro area for her work in products liability at The Lanier Law Firm.

Ms. Levin-Fragasso proudly fights for clients who have been harmed by corporate negligence and other wrongful conduct. In this capacity, she has worked on various federal and state court mass tort litigations, including but not limited to the following: MDL No. 2187, In Re: C. R. Bard, Inc., Pelvic Repair System Products Liability Litigation; MDL No. 2325, In Re: American Medical Systems, Inc., Pelvic Repair System Products Liability Litigation; MDL No. 2326, In Re: Boston Scientific Corp. Pelvic Repair System Products Liability Litigation; MDL No. 2327, In Re: Ethicon, Inc., Pelvic Repair System Products Liability Litigation; MDL No. 2272 In Re: Zimmer NexGen Knee Implant Products Liability Litigation; MDL No. 2434 In Re: Mirena IUD Products Liability Litigation; MDL No. 2299 In Re: Actos (Pioglitazone) Products Liability Litigation; MDL No. 2244 In Re: DePuy Orthopaedics, Inc., Pinnacle Hip Implant Products Liability Litigation; MDL No. 2197 In Re: DePuy Orthopaedics, Inc., ASR Hip Implant Products Liability Litigation; MDL No. 2502 In Re: Lipitor (Atorvastatin Calcium) Products Liability Litigation; MDL No. 2738 In Re: Johnson & Johnson Talcum Powder Products Marketing, Sales Practices and Products Liability Litigation (Ms. Levin-Fragasso also works on the Johnson & Johnson talcum powder litigation in state court venues, including Missouri and California); and the AlloDerm Regenerative Tissue Matrix multicounty litigation (MCL) venue in New Jersey state court.

Ms. Levin-Fragasso began college at sixteen years of age through Bard High School Early

College. She completed her undergraduate work at Bard College in 2005, earning her B.A. at twenty years of age. She received her J.D. from the Catholic University of America, Columbus School of Law in 2011, where she served as an Associate Editor on the Journal of Contemporary Health Law and Policy and was a two-time Students for Public Interest Law ("SPIL") stipend recipient. During her law school career, Ms. Levin-Fragasso tried a bench and jury trial on behalf of indigent criminal defendants, therefore arguing cases against seasoned United States Attorneys. Prior to joining The Lanier Law Firm, Ms. Levin-Fragasso interned with a nonprofit organization that focused on indigent eviction prevention, second-chaired two trials, and taught special education in the South and West Bronx as a 2012 New York City Teaching Fellow. Ms. Levin-Fragasso is admitted to practice in New York and New Jersey, as well as the U.S. District Court for the District of New Jersey, the U.S. District Court for the Southern District of New York, and the U.S. District Court for the Eastern District of New York. A dedicated human rights advocate, Ms. Levin-Fragasso is a member of the American Association for Justice and the New York City Bar Association, where she chairs The Special Committee on Drugs and the Law, which was established in 1986. Through her work at the New York City Bar Association, Ms. Levin-Fragasso stewarded the publication of, and co-authored, a report on human rights and the world drug problem, titled "Charting a Wiser Course: Human Rights and the World Drug Problem," which was released at a United Nations General Assembly Special Session (UNGASS) on the World Drug Problem in April 2016. She also co-authored a letter to the editor regarding the UNGASS, which was published in The New York Times in April 2016. Furthermore, under her leadership, the Drugs and the Law Committee has presented multiple panels, including an event featuring Former U.S. Deputy Attorney General James M. Cole focused on the future of drug policy under the Trump Administration. Most recently, the Committee published a letter signed by Ms. Levin-Fragasso as Chair of the Drugs and the Law committee and John S. Kiernan, President of the New York City Bar Association. This month, Ms. Levin-Fragasso served as faculty for an ABA Webinar regarding the use of civil commitment laws as a means to address America's opioid epidemic.

Evan M. Janush is the Managing Attorney of the New York office of the Lanier Law Firm. In addition to his administrative role within the firm, Mr. Janush oversees commercial litigation for The Lanier Law Firm's New York office and he is the practice group leader of the firm's employment litigation practice. Mr. Janush has significant experience representing clients in complex commercial litigation, pharmaceutical mass tort litigation, antitrust and class action litigation, and representing employees in discrimination and whistleblower actions.

Mr. Janush's work has involved significant appeals, legal motions and oral arguments in cases resulting in significant verdicts and settlements for clients. Mr. Janush has been named as a Super Lawyers™ Rising Star and as a Super Lawyer™ in the New York Metro area for his work in the firm's pharmaceutical and product liability mass tort practice areas and class actions.

Mr. Janush has been employed at The Lanier Law Firm since 2004, and has participated in senior roles in numerous multi-district litigations, representing the rights of individuals who have been injured by pharmaceutical products, defective products, toxic torts, and general negligence. Mr. Janush has been a member of The Lanier Law Firm's litigation teams in the following mass tort actions:

- IN RE: Vioxx Marketing, Sales Practice and Products Liability Litigation, MDL 1657, E.D.LA.;
- IN RE: Bextra and Celebrex Marketing, Sales Practices and Products Liability Litigation, MDL 1699, N.D.CA.;
- IN RE: Zyprexa Products Liability Litigation, MDL 1596, E.D.N.Y.;
- IN RE: Avandia Marketing, Sales Practices and Products Liability Litigation, MDL 1871, E.D.PA.;
- IN RE: Neurontin Marketing, Sales Practices and Products Liability Litigation, MDL 1629, D.MA.;· IN RE: Levaquin Products Liability Litigation, MDL 1943, D.MN.; N.D.AL.;
- IN RE: Biomet M2A Magnum Hip Implant Products Liability Litigation, MDL 2391, N.D.IN;
- IN RE: DePuy Orthopaedics, Inc., Pinnacle Hip Implant Products Liability Litigation, MDL 2244, N.D.TX;
- IN RE: Actos (Pioglitazone) Products Liability Litigation, MDL 22299, W.D.LA;
- IN RE: Ethicon, Inc., Pelvic Repair System Products Liability Litigation, MDL 2327, S.D.WV;
- IN RE: American Medical Systems, Inc., Pelvic Repair System Products Liability Litigation, MDL 2325, S.D.WV;
- IN RE: Boston Scientific Corp., Pelvic Repair System Products Liability Litigation, MDL 2326, S.D.WV;
- IN RE: C.R. Bard, Inc., Pelvic Repair System Products Liability Litigation, MDL 2187, S.D.WV

Christian Morris is an attorney with the Nettles Law Firm and focuses exclusively on personal injury cases and making sure her clients obtain a just verdict or settlement. She is licensed to practice law in Nevada in both state and federal courts. Christian also holds bar licenses in California and New Jersey. In February 2012, Christian successfully passed the New York State Bar. In 2013, Christian was accepted to the Gerry Spence Trial Lawyer's College and she continues her work with the College and alumni.

Christian is well respected in the legal community for her candor, hard work and commitment to the civil justice system. She has conducted both jury trials and bench trials. Christian's primary objective is to work within the jury system to get justice for any individual whose life has been forever changed by an injury to their body or mind. Prior to joining the Nettles Law Firm, Christian

worked at one of the oldest and largest insurance defense firms in Las Vegas. There, she gained a wealth of experience with how large corporations operate and the inner-workings of corporate objectives for profit.

She is an active member of the Nevada Justice Association, the American Association of Justice, the American Cancer Society, and the Susan G. Komen Foundation. Christian enjoys pretty much all activities and sports.

IV. LITIGATION APPROACH

As pioneers in this historic litigation, and part of the MDL leadership, our Team believes that viable causes of action include federal, state, local and common law claims. These claims include, but are not limited to:

- Public Nuisance
- Florida Deceptive and Unfair Trade Practices Act
- Negligence
- Unjust Enrichment
- Civil RICO
- Consumer Protection and Public Nuisance Regulations and Statutes

While many of the above causes of action could be brought in state court, whether to initiate the litigation in the United States District Court for the District of Nevada will need to be further evaluated with the City Attorney. If the litigation is filed in the United States District Court for the District of Nevada, the lawsuit will most likely be transferred to the Northern District of Ohio for coordinated pretrial proceedings as part of In re National Prescription Opiate Litigation, MDL 2804 (the "MDL"). However, if the litigation is commenced in the District of Nevada, there is still a possibility that the lawsuit will be remanded to that court for trial (if necessary) following the conclusion of coordinated pretrial proceedings as part of the MDL.

PLAINTIFF(S)

While this Response to the RSOQ concerns representation of the City of Las Vegas, we also believe there are both synergies and strategic advantages to simultaneously pursuing coordinated claims on behalf of many of the independent local governments affiliated with the City of Las Vegas. Our Team is uniquely positioned to effectively coordinate the representation of these independent local governments based on our longstanding relationships with and representation of many of those municipalities. We welcome the opportunity to expand upon our recommendation in person.

DEFENDANTS

Based on our investigation and experience to date, we propose to file suit against the following

pharmaceutical manufacturers based on their role in marketing and selling opioids within the City of Las Vegas:

- Activis, Inc. f/k/a Watson Pharmaceuticals, Inc., Activis, LLC, Activis Pharma, Inc. f/k/a Watson Pharma, Inc., and Allergan PLC f/k/a Activis PLC
- Cephalon, Inc.
- Endo International PLC, Endo Health Solutions, Inc., and Endo Pharmaceuticals, Inc.
- Insys Therapeutics, Inc.
- Janssen Pharmaceuticals, Inc. f/k/a Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Johnson & Johnson
- Mallinckrodt PCL and Mallinckrodt Pharmaceuticals
- Purdue Pharma L.P., Purdue Pharma Inc., and The Purdue Frederick Company, Inc.
- Teva Pharmaceutical Industries Ltd. and Teva Pharmaceuticals USA, Inc.
- Watson Laboratories, Inc.

We also propose filing suit against the three largest drug wholesalers/distributors that operate(d) in the City of Las Vegas:

- AmerisourceBergen Corporation (2016 Revenue: $200 billion)
- Cardinal Health, Inc. (2016 Revenue: $130 billion)
- McKesson Corporation (2016 Revenue: $200 billion)

Now that the U.S. Drug Enforcement Administration's ARCOS data has become available, it is likely that additional distributor defendants will be readily identified and potentially joined in the litigation. In addition, there are various local entities that could be considered for inclusion in the litigation such as local wholesalers, pharmacies and/or physicians. The decision to join local entities in the litigation may implicate issues relating to state or federal court jurisdiction and, therefore, should be carefully evaluated before asserting claims against such entities.

Due to the sensitive nature of the information, we would respectfully request to present to the City of Las Vegas our approach to the economic damages suffered by the City of Las Vegas should we be given the opportunity to make a presentation. We propose to seek recovery of three distinct categories of monetary damages on behalf of the City of Las Vegas, in addition to injunctive relief. These categories of monetary damages include the: (1) historical epidemic-related expenses or financial impact borne by the City; (2) direct costs impacting the City through its employee health and welfare funds; and (3) prospective costs associated with abating or solving the epidemic itself.

With regard to category one above, monetary damages may include:

- Increased costs of law enforcement for the investigation, prosecution, incarceration, supervised release and probation for drug related crimes;
- Increased costs of healthcare provided by first responders (EMS), delivery of

Narcan/Naloxone, drug-related costs paid by medical facilities operated by the City, drug treatment programs, etc.;

- Increased costs or expansion of social or welfare programs to address homelessness, foster care, job loss, etc.;
- Increased costs or expansion of efforts relating to code enforcement and clean up; and
- Lost tax revenues associated with decreased property values, lost sales tax and lost or lower B&O tax.

With regard to category two above, monetary damages may include the direct employee health benefits costs, deductibles or self-insured retentions, as well as increased premiums associated with higher risk assessment related to the impact of the opioid epidemic on the City of Las Vegas's employees.

Category three damages are essentially abatement expenses. The recovery of money in this matter may be provided to the City of Las Vegas to allocate as it deems most appropriate for this community's needs. Alternatively, the Defendants may be forced to fund programs and supplement existing budgets sufficient to abate the nuisance they created. Such programs may include education, drug treatment, job programs, homelessness solutions, and counseling.

Equitable relief includes an injunction to force Defendants to make changes in their policies and practices to prevent diversion and abuse, as well as disgorgement of profits based on unjust enrichment.

In 2017, the Council of Economic Advisers for the Executive Office of the President of the United States found that the total economic cost of the opioid epidemic was $504 billion, or 2.8% of GDP in 2015. Various studies have found that on average opioid addiction and overdose is conservatively estimated at $55 billion annually in healthcare and societal costs and $20 billion in emergency department and inpatient care for opioid poisonings. The practical economic impact on communities like the City of Las Vegas is almost beyond comprehension, especially considering that 74.7% of all opioid overdose deaths in Nevada occurred in Clark County from 2010-2015. Moreover, there were 10,061 emergency department visits and inpatient hospital admissions related to opioid poisoning in Nevada with 73.1% of those visits occurring in Clark County. Finally, Nevada ranks second in the nation with the highest number of prescriptions for hydrocodone and oxycodone per 100,000 patients.

The City of Las Vegas should be entitled to recoup damages for the significant resources it was forced to dedicate to rescuing and saving the lives of victims of opioid overdoses, policing drug-related crimes and providing healthcare in support of the all residents. Many of the lawyers seeking to represent governmental clients do not adequately understand the inner workings and nuances of local governments' bureaucratic makeup. In many instances, the task of compiling sufficient

evidence to project and support these damages will prove extremely challenging.

The potential Defendants range from some of the largest companies in the world, with *annual* revenues collectively over half a trillion dollars, to smaller companies who appear on the verge of bankruptcy as a result of these issues. While collection of any judgment or settlement that is extended over time is always a primary concern in contingent litigation for our clients, we feel confident that the significant Defendants in this case will have adequate capital to resolve the City's potential damages or settlement, even if some Defendants experience financial woes as the litigation progresses.

V. CONFLICTS OF INTEREST

The firms submitting this Response maintain digital case management databases that contain the information of all potential conflicts going back more than 20 years. Every new potential client and matter is entered into this database at first contact, and potential conflicts are then flagged and brought to the immediate attention of the firm. The databases are maintained on a secured server. The information in the databases is automatically updated every time a new file is created or a new defendant is identified. The conflict check takes place at first contact with the potential new client as part of the new call intake system. If selected, the Team will run continuous, on-going conflict checks and will provide a report to the City Attorney on an as needed basis.

VI. EVIDENCE OF PROFESSIONAL LIABILITY INSURANCE

The Lanier Law Firm maintains malpractice insurance coverage with limits of $15,000,000 per claim/$15,000,000 aggregate (*see* Appendix B). Motley Rice carries professional liability insurance policies underwritten by the Underwriters at Lloyds of London, et al., with coverage limits of $10,000,000 each claim and $20,000,000 annual aggregate (*see* Appendix B). The remaining firms hereby certify that, if selected, they will immediately increase professional liability coverage to the minimum of $10 million if necessary.

Our Team stands ready to assist the City of Las Vegas in holding all parties responsible for creating or fueling the opioid epidemic. We welcome the opportunity to further elaborate on our experience and qualifications, as well as our overall strategy during an oral presentation at a time of your choosing.

With best regards,

Matthew J. Sill

APPENDIX A



MATTHEW J. SILL - ATTORNEY
(405) 509.6300 | MSILL@FULMERSILL.COM

Matthew J. Sill focuses his practice on pharmaceutical and medical device mass torts, catastrophic personal injury, wrongful death, and class action litigation. He is frequently selected for leadership positions among large groups of attorneys representing hundreds or thousands of injured parties. For example, Matt was designated to serve in official leadership roles by presiding judges in the following matters:

- Co-Lead Counsel for MDL 2700, *In Re: Genentech, Inc., Herceptin (Trastuzumab) Marketing and Sales Practices Litigation*, currently pending in United States District Court for the Northern District of Oklahoma
- Plaintiffs' Steering Committee for MDL 2331, *In Re: Propecia (Finasteride) Products Liability Litigation*, currently pending in United States District Court for the Eastern District of New York
- Plaintiffs' Steering Committee for JCCP 4749, *In Re: GranuFlo and Naturalyte Litigation*, currently pending in Los Angeles Superior Court;
- Appellate Liaison Counsel and State Court Liaison Counsel for MDL 2266, *In Re: Darvon, Darvocet, and Propoxyphene Products Liability Litigation*, in which Matt was previously a member of Plaintiffs' Executive Committee, currently pending in United States District Court for the Eastern District of Kentucky.

Matt was instrumental in fulfilling his firm's co-lead counsel responsibilities for the BOK National Settlement Class from MDL 2036, *In Re: Checking Account Overdraft Litigation*, and Plaintiffs' Steering Committee ("PSC") duties for MDL 1871, *In Re: Avandia Sales Marketing and Products*

Liability Litigation. He was also on the trial team in Bergen County, N.J., for *Stribling v. Wyeth*, the last successful (from a plaintiff's perspective) "fen-phen" verdict in the United States. Over the past decade, Matt's firm has represented the largest number of "fen-pen" claimants in the nation. His team currently assists with PSC obligations in the multibillion dollar global settlement program of MDL 2299, *In Re: Actos Products Liability Litigation*, the largest single mass tort settlement involving a drug that's still on the market.

In multiple matters before the United States Court of Appeals for the Sixth Circuit and United States Court of Appeals for the Ninth Circuit, Matt represented hundreds of people allegedly injured or killed by generic prescription drugs. *See;* ***e.g.,*** *Romo v. Teva Pharmaceuticals USA, Inc*. He also appeared before the United States Court of Appeals for the Tenth Circuit on behalf of several hundred women bringing claims against vaginal mesh manufacturers. *See;* ***e.g.,*** *Teague et al. v. Johnson & Johnson et al.*
Matt serves on the Executive Committee and Board of Directors in the Oklahoma Association for Justice and Board of Governors in the American Association for Justice (formerly ATLA). He has been continuously re-elected to these positions for many years.

Matt regularly accepts invitations for faculty positions and speaking engagements at seminars and continuing legal education programs. He has lectured in numerous locations, including Arizona, Florida, Georgia, Illinois, Louisiana, New York, Oklahoma, Puerto Rico and Texas, with programs typically being attended by lawyers from several other jurisdictions. He was chosen to co-chair HarrisMartin Publishing's *2013 CAT Flood and Windstorm Litigation Conference*. In the practice area of pharmaceutical and medical device litigation, Matt has been a featured instructor or moderator at educational programs devoted to Actos®, GranuFlo®, Topamax®, pre-emption in generic drug cases, and several other topics. He authors a number of articles, and up-to-date information on relevant publications and published legal opinions are available by request from admin@fulmersill.com.

Representing plaintiffs with cases pending in several different jurisdictions, Matt's ability to practice *pro hac vice* is often based on the recommendation and sponsorship of local attorneys. *See;* ***e.g.,*** MDL 2244, *In Re: DePuy Hip Implant Litigation*; MDL 2738, *In Re: Johnson & Johnson Talcum Powder Products Liability Litigation*. He is fully admitted to practice in the State of

Oklahoma (2007), the Eastern District of Oklahoma, United States District Court (2008), the Northern District of Oklahoma (2009), the Western District of Oklahoma, United States District Court (2009), the Sixth Circuit Court of Appeals (2012), and the Ninth Circuit Court of Appeals (2013). Matt has successfully helped families and individuals involved in opioid litigation, diabetes drug litigation, birth control litigation, gadolinium-based contrast dye litigation, hip replacement litigation, fentanyl pain patch litigation, heart defibrillator lead litigation, Las Vegas hepatitis litigation, Chinese drywall litigation, hormone replacement therapy litigation, denture cream litigation, heart surgery products litigation, dialysis products litigation, and aircraft crash litigation, to mention only a few.

Matt received his law degree from Whittier College in Southern California (J.D. 2005), and his Bachelor's Degree in Business Administration from the University of Oklahoma (B.B.A 2000). Prior to attending law school, Matt worked for a well-known talent and literary agency in Beverly Hills, Calif., and as a campaign official in a successful gubernatorial race in Oklahoma. As a law student, he consistently worked as clerk to the senior partner of a high-profile mass tort firm in Los Angeles.

1101 N. Broadway Avenue Suite 102
Oklahoma City, OK 73103

W. Mark Lanier



Attorney, author, teacher, pastor and expert storyteller, **Mark Lanier** is no stranger to the public platform. Since he founded The Lanier Law Firm in 1990, Mark has earned international recognition as one of the top trial attorneys in the United States, with firm offices in Houston, New York and Los Angeles supporting his work for clients across the country.

Mark's courtroom experience is significant and diverse, including:

- In December 2016 Mark earned over a $1 billion combined jury verdict in a products liability case over defective hip implants against defendant DePuy Orthopaedics Inc., a subsidiary of health care giant Johnson & Johnson.
- In March 2016, Mark secured a multi-million dollar verdict, in the same federal court, in the initial bellwether trial against DePuy and Johnson & Johnson over the metal-on-metal hip implants. This verdict was recognized by the ***National Law Journal*** as the ***"Outstanding Medical Device Award" for 2016***, and as one of the ***Top 50 Verdicts of the Year.*** The two consecutive verdicts were further ranked the first and second largest verdicts, in Texas, for 2016.
- Mark scored another headline-grabbing verdict in April 2014 against Takeda Pharmaceutical Co. Ltd. and Eli Lilly & Co. over the diabetes drug Actos.
- From the very beginning of his career, Mark has proved again and again that he is not one to slow down or rest on the laurels of his recent victories. Early in 1993, he made a huge impact in the world of courtroom litigation by winning a then-record verdict for a small oil company in a business fraud case against one of the nation's largest oil providers.
- His winning verdict in the nation's first trial over the painkiller Vioxx, *Ernst v. Merck*, set the tone for similar cases nationally.
- Mark followed up the record Vioxx verdict with two wins totalling more than $50 million over the same drug.
- He obtained a precedent-setting settlement for a national sugar association trade group and several of the largest U.S. sugar manufacturers regarding a false promotion lawsuit against one of the world's leading distributors of artificial sweeteners.

- He also was responsible for reaching a sizeable settlement for syringe manufacturer Retractable Technologies in an antitrust case against Becton Dickinson & Company, which served as the basis for the movie "*Puncture,"* starring Chris Evans.
- His verdict on behalf of 21 asbestos victims is considered one of the largest asbestos liability awards in U.S. history.
- Mark Lanier also secured a settlement for 130 Ingersoll Rand Plc employees in a lawsuit over unpaid bonuses related to the sale of an Ingersoll Rand subsidiary.

Mark's peers and the media consistently recognize him among the country's leading legal minds:

- In May of 2017, Mark Lanier was inducted into the ***National Trial Lawyers' Trial Lawyer Hall of Fame***, which recognizes exceptional litigators.
- Twice named ***Trial Lawyer of the Year*** by ***The National Trial Lawyers*** as well as by ***The Trial Lawyer***
- Twice named ***Lawyer of the Year*** in Houston by ***Best Lawyers in America*** – in 2017 for *Personal Injury Litigation* and in 2016 for *Mass Tort Litigation/Class Actions*.
- Repeatedly named to the ***Lawdragon Top 500***.
- Mark was named to **The Legal 500** "**Elite Leading Lawyers**" list in 2016.
- In 2015, he earned the ***American Association of Justice*'s *Lifetime Achievement Award***.
- ***The New York Times*** described him as *"one of the top civil trial lawyers in America."*
- ***The National Law Journal*** has twice named him one of the nation's ***Top 10 Trial Attorneys***, as well as one of the ***100 Most Influential Lawyers in America***. The same publication also named Mark and The Lanier Law Firm to the annual ***Plaintiff's Hot List***.
- Mark also is the recipient of the coveted ***Clarence Darrow Award***.
- He is regularly named in ***Chambers USA: America's Leading Lawyers for Business***, where he also received special recognition as a national leader in product liability and mass tort cases.
- Mark has been listed in **S. News and World Report's *Best Lawyers in America*** list for more than a decade, including previously being named the ***2013 Top Class Action Attorney in America***.
- The same publication also recognized him as Houston's ***2016 Lawyer of the Year for Mass Tort Litigation/Class Actions***.
- The Lanier Law Firm also has been repeatedly named on the annual list of ***Best Law Firms*** published by ***S. News & World Report***.
- Mark's additional professional honors include his recognition as a ***Litigation Star*** by ***Benchmark Litigation*** and ***The Trial Lawyer*** magazine's ***America's 100 Most Influential Trial Lawyers***.

In addition to national recognition, Mark has earned multiple accolades from his legal peers in Texas. In a statewide attorney survey published in ***Texas Monthly*** magazine, he has earned selection to the annual ***Texas Super Lawyers*** list since it debuted in 2003, including being named one of the ***Top 10 Attorneys in Texas***. ***Texas Lawyer*** newspaper has selected Mark Lanier as one of the state's ***Top 5 "Go To" Personal Injury Plaintiff Attorneys*** three different times, in addition to naming him the ***Top "Go To" Personal Injury Attorney*** in Texas. In 2015, he earned the Texas Bar Foundation's ***Ronald D. Secrest Outstanding Trial Lawyer Award***. ***Texas Best Lawyers*** magazine also has named him on their annual listing for more than a decade. Mark received further recognition in the ***Verdict Search/Texas Lawyer Top 50 Verdicts of 2012***. ***Texas Lawyer*** also named him as one of the ***Top 25 Attorneys of the Past Quarter Century*** while recognizing The Lanier Law Firm as the ***2015 Litigation Department of the Year***.

What the news clips can't measure or define is Mark Lanier's commitment and his passion for his clients. Often motivated by injustice and a sense of fair play, he has sought to even the score whether representing individuals or large corporations. The Lanier Law Firm represents clients from all over the world in courtrooms across the United States.

Mark's courtroom work has resulted in feature articles in ***The Wall Street Journal, The New York Times, Los Angeles Times, The Boston Globe, Bloomberg News*** and the ***Houston Chronicle***, among many others. He also is a frequent guest on news shows such as CNBC's "***Squawk Box***" and Fox News' "***Your World with Neil Cavuto***". Mark also is a regular co-host and contributor to Fox Business News' highly rated "***Varney and Company***" with Stuart Varney.

Mark is Board Certified in Personal Injury Trial Law by the Texas Board of Legal Specialization. He is licensed to practice in all Texas state and federal courts, New York state courts and the U.S. Supreme Court. Mark frequently instructs other attorneys in seminars held across the nation about his trial techniques and how to better try cases. He regularly serves as a featured lecturer at many of the nation's top law schools, including Harvard Law School, Stanford Law School, Pepperdine University School of Law, University of Chicago Law School and Texas Tech University School of Law. Mark Lanier was elected to the ***American Bar Association's Fellows of the American Bar Association*** and was named a ***Life Fellow*** of the same organization in 2012.

A strong supporter of his alma mater, Mark earned his law degree from Texas Tech University School of Law in 1984. He remains active at Texas Tech by serving on the law school's Foundation Board. He was selected as the ***Texas Tech University School of Law Distinguished Alumnus*** for 2015 and also was awarded the school's ***Distinguished Alumni Award*** in 2016.

Mark Lanier is enthusiastically involved in government and community activities outside the practice of law. Chairmen, company presidents and senior executives from major American corporations and universities often call on him for his respected business views on national and international issues. In 2011, Mark was also bestowed the distinguished ***Ambassador of Peace*** award by the Guatemalan government.

Mark Lanier also is the founder of the Lanier Theological Library (www.LanierTheologicalLibrary.org), one of the nation's largest private theological collections. He teaches a weekly, 700-plus-member Sunday school class focusing on Biblical Literacy at Champion Forest Baptist Church in Houston. Mark is the founder of the Christian Trial Lawyers Association, a non-profit organization whose goal is to create a network of principled attorneys to minister to others through civic-minded endeavors. He serves on the boards of the American Schools of Oriental Research (ASOR) and the Albright Institute. An accomplished author, Mark recently published the book, ***Christianity on Trial*** (IVP 2014) and a daily devotional book entitled, ***Psalms for Living: Daily Prayers, Wisdom, and Guidance*** (Baylor University Press 2016).

Mark is the father of five wonderful children and lives in Houston with his wife, Becky.

LINDA SINGER

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Linda Singer represents governments, attorneys general and other public entities in high-impact, high-stakes litigation and investigations as head of the firm's Public Client practice area. The former Attorney General of the District of Columbia, Linda's knowledge and experience includes serving in the public, not-for-profit and private sectors.

As AG, Linda gained invaluable insight into the duties of attorneys general and how law firms with the right resources and experience can aid in supporting enforcement efforts. During her tenure in the District of Columbia, she developed and expanded litigation aimed at protecting children, consumers, tenants and victims of domestic violence and gun violence while overseeing a staff of more than 350 lawyers in one of the nation's largest AG offices.

In private practice, Linda has represented clients in numerous consumer protection and financial and health care fraud lawsuits that have resulted in significant settlements and injunctive relief, including mortgage relief settlements for the states of Arizona and Nevada worth more than $1 billion.*

At the forefront of healthcare fraud litigation alleging deceptive marketing practices of highly addictive opioid prescription painkillers, Linda represents the City of Chicago; Santa Clara County Counsel; State of New Hampshire; State of Alaska; Albany County, New York; Anne Arundel County, Maryland; and Toms River Township, New Jersey. The opioid epidemic has resulted in tens of thousands of deaths and imposed billions of dollars of costs on public entities that must address the drug addiction, overdose, trafficking, and other related costs. She also represents Hawaii and the U.S. Virgin Islands in litigation alleging harm or economic loss due to deceptive marketing of Takata airbags, the largest auto-related recall in U.S. history.

She has investigated major national credit bureaus accused of violating state and federal law by failing to maintain accurate consumer credit files, and nursing homes accused of defrauding public payors and consumers by failing to maintain enough staff to ensure the health and safety of elderly residents. She has also represented the U.S. Virgin Islands in enforcement litigation against an oil company that abruptly shut down, alleging it failed to fulfill its obligation to operate a refinery in St. Croix as promised in exchange for significant tax breaks. The settlement in that case is valued at more than $750 million in revenue and environmental cleanup.

Linda helped secure more than $60 million in relief for consumers whose subprime mortgages were securitized by major Wall Street banks, and repayment for students who alleged they were defrauded by a chain of for-profit colleges.

Continued...

PRACTICE AREAS:

Public Client

EDUCATION:

J.D. *magna cum laude*, Harvard Law School, 1991
B.A. *magna cum laude,* Harvard University, 1988

LICENSED IN:

District of Columbia
New York

ADMITTED TO PRACTICE BEFORE:

U.S. Supreme Court

U.S. Court of Appeals for the Ninth and D.C. Circuits

U.S. District Court for the District of Columbia

* Please remember that every case is different. Any result we achieve for one client in one matter does not necessarily indicate similar results can be obtained for other clients.

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Continued...

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She fought for workers allegedly misclassified as independent contractors by a Fortune 100 company, a move that allegedly deprived workers of legal protections and helped the company avoid contributing to state unemployment and workers' compensation programs.

Pro bono work has also been a major part of Linda's practice. She has represented individuals and public clients in cases aimed at preventing gun violence, protecting consumers, and safeguarding the rights of immigrants.

Linda served from 1994 through 2006 as Executive Director of the Appleseed Foundation, a network of public interest law centers in the U.S. and Mexico.

AWARDS AND ACCOLADES:

The National Law Journal
2017 Litigation Trailblazers
2010 "Washington's Most Influential Women Lawyers"

Washington D.C. Super Lawyers® list
2013–2017 State, local & municipal; Consumer law

BRIAN NETTLES

Brian Nettles is currently the president of the Nevada Just Association and serves on the Board of Governors for the American Association for Justice. Brian has proudly served in this position since his selection in 2010. He also currently serves on AAJ's National Finance Council and is a former Governor of the New Lawyers Division of AAJ, where he received several awards for his service to the organization.

Brian is the owner and founder of the Nettles Law Firm. He was born in Phoenix, Arizona, and has been a Las Vegas resident since 1984. Brian graduated from Chaparral High School in Las Vegas. He received his Bachelor of Science degree in Hotel Administration from UNLV in 1996. He then attended the University of Dayton on an academic scholarship, where he was honored by his selection to the school's Moot Court Team, and received his Juris Doctorate in 2000. Brian was admitted to the State Bar of Nevada in 2000, and to the bar of the United States District Court, District of Nevada, in 2005.

Brian is a member and proud supporter of the Southern Poverty Law Center and Public Justice, organizations dedicated to preserving citizens' rights and access to justice. The American Trial Lawyers Association has honored Brian as a Top 100 Trial Lawyer every year since 2009.

Brian is proud to serve on the Board of Governors of his state trial lawyer association, the Nevada Justice Association (NJA), a position that he has held since his election in 2008. He also serves as the Chairperson of both the Membership and the Sponsorship Committees and is a Sustaining Member of the organization. In 2012, Brian selected to serve as a Trustee for Citizens for Justice, NJA's agent responsible for all action in defending consumers' rights in the state legislative process.

Since 2010, Brian has been a member of The Injury Board, a collection of plaintiff's trial lawyers from across the country (and Canada) who are dedicated to protecting the rights and safety of the general public. All IB

attorneys make an ongoing promise to donate a portion of their time, talent and resources to local causes and non-profit organizations in order to help make where they live a better place for everyone, and Brian is no exception as he actively supports several local and national charities, including Three Square Food Bank, Families for Effective Autism Treatment (FEAT), Toys for Tots, Children's Heart Foundation, Habitat for Humanity and Teach for America.

Over the past several years Brian has been invited to lecture all over the country to trial lawyer groups on various topics, including talks to members of: AAJ in New York City, the Consumer Attorneys of California in Maui, NJA in Las Vegas, the Southern Trial Lawyers Association in New Orleans, and the New Jersey Association of Justice in Atlantic City.

Brian has also accepted invitations to address the students at UNLV's Boyd School of Law and at the Community College of Southern Nevada. He has also taught multiple times at the Peoples' Law School in Nevada, a program put on by the Nevada Foundation for Consumer Education to educate and empower citizens on various aspects of the law.

TARA T. TABATABAIE, J.D., Ph.D.

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EDUCATION:

J.D., ***Magna Cum Laude***, Oklahoma City University, 2007

Ph.D., Chemistry, University of Oklahoma, 1992; Dissertation Title: "*Oxidation Chemistry and Biochemistry of the Serotonergic Neurotoxin, 5,7-Dihydroxytryptamine*"

PROFESSIONAL EXPERIENCE:

Partner at Fulmer Sill, PLLC, involved in representing clients in pharmaceutical, consumer products, class actions, and environmental mass torts litigations, 2017-present

Partner at Sill Law Group, PLLC, involved in representing clients in pharmaceutical, consumer products, class actions, and environmental mass torts litigations, 2011-2017

Attorney at A. Daniel Woska & Associates, Representing clients in product liability, pharmaceutical, consumer products, class actions, and environmental mass torts litigations, 2007-2011

Senior Research Scientist at Oklahoma Medial Research Foundation, 1995-2006, performed biomedical research into the pathogenesis and mechanisms of neurodegenerative diseases, substance-dependency, cancer, diabetes, cardiovascular disease, stroke, aging, AIDS dementia, Alzheimer's disease, and organic solvent toxicity.

Post-Doctoral Fellow, Oklahoma Medical Research Foundation, 1992-1995

OTHER: Member of the Science Committee in the multidistrict litigation against Monsanto regarding the carcinogenicity of its herbicide, Roundup®, *In Re: Roundup Products Liability Litigation*, MDL No. 2741

Member of the Plaintiffs' Steering Committee in the multidistrict Actos litigation which resulted in a $2.4 Billion settlement with Takeda Pharmaceutical Company, *In Re: Actos (Pioglitazone) Products Liability Litigation*, MDL No. 2299; involved in all stages of pretrial litigation as well as a member of the trial team of the bellwether case in the Western District of Louisiana, resulting in an over $9 Billion plaintiff verdict against Takeda and Eli Lilly Corporation.

Represent cancer treatment centers in a class action against the pharmaceutical company Genentech in a litigation involving its cancer drug, Herceptin, *In Re: Genentech Herceptin (Trastuzumab) Marketing and Sales Practices Litigation*, MDL No. 2700

Member of the Science Committee in the Avandia Multi-District Litigation, *In Re: Avandia Marketing, Sales Practices and Products Liability Litigation*, MDL No. 1871; intimately involved in all aspects of the discovery process and case development in the federal litigation which resulted in over $1 Billion settlement with GlaxoSmithKline, Inc.

Member of the Science Committee, *In re: Fluoroquinolone Products Liability Litigation*, MDL No. 2642.

Member of the Science Committee, *In Re: Propecia Products Liability Litigation,* MDL No. 2331.

Successfully represented hundreds of clients in a variety of pharmaceutical drug litigations, including *In re: Fluoroquinolone Products Liability Litigation*, MDL No. 2642; *In Re: Fresenius Granuflo/Naturalyte Dialysate*, MDL No. 2428, *In Re: Actos (Pioglitazone) Products Liability Litigation*, MDL No. 2299, *In Re: Avandia Marketing, Sales Practices and Products Liability Litigation*, MDL No.

1871.

Represented Texas residents in a toxic tort litigation against Burlington North Santa Fe (BNSF) Railway involving cancer-causing environmental pollutants, in state and federal courts.

Represented plaintiffs in a class action litigation concerning antitrust violations by Cox Communication, *In re: Cox Enterprises Inc. Set-Top Cable Television Box Antitrust Litigation*, MDL No. 2048.

Represented plaintiffs in a class action litigation against the manufacturers of the generic Wellbutrin XL for the lack of bio-equivalency with the brand drug.

Recipient and Principal Investigator of scientific grants from national and state funding agencies to study the pathogenesis of various pathologic states;

Former scientific researcher, with expertise in the role of mechanisms involving free radicals, inflammation, and oxidative stress in neurodegenerative diseases, dependency, cancer, diabetes, cardiovascular disease, stroke, aging, AIDS dementia, Alzheimer's disease, and organic solvent toxicity.

AFFILIATIONS & ACTIVITIES:

Legal: Member of the American Bar Association

Member of the Oklahoma Bar Association

Member of the American Association for Justice (*formerly* Association of Trial Lawyers of America)

Member of Oklahoma Association for Justice (*formerly* Oklahoma Trial Lawyers Association)

Scientific: Peer Reviewer for the Journals *Diabetes, Pancreas, Neurotoxicity Research,* and *Free Radical Biology and Medicine*

Member of the American Diabetes Association, Professional Affiliate

Member of the American Chemical Society

Member of the Juvenile Diabetes Research Foundation
Member of the American Association for the Advancement of Sciences
Member of Society of Free Radical Biology and Medicine

Other: Member, Board of Directors, Juvenile Diabetes Research Foundation, Oklahoma Chapter, 2002-2005, Selected as the "Newcomer of the Year" 2003
Member, Board of Directors, Sustainable Oklahoma City, July 2011-2012

PUBLICATIONS:

Book Chapters:

Tabatabaie, T., and Floyd, R.A., (1996) Protein damage and oxidative stress. In Cellular Aging and Cell Death. (Holbrook, N.J., Martin, G.L., Lockshin, R.A., eds.) Wiley-Liss, Inc., pp. 35-49.

Hensley, K., Pye, Q.N., Tabatabaie, T., Stewart, C.A., and Floyd, R.A., (1996) Reactive oxygen involvement in neurodegenerative pathways: Causes, consequences, and potential management with nitrone-based free radical traps. In Inflammatory Mechanisms and Management of Neurodegeneration. (Wood, P.L. ed.) Humana Press, Totowa, NJ. pp. 265-281.

Floyd, R.A., Stewart, C.A., Tabatabaie, T., Hensley, K., Pye, Q.N, and Liu, P.K., (1997) Apoptosis in brain cells - Role in neurodegeneration. In Retina, Apoptosis and Cytokines, (Y. Christen, M. Doly, M.-T. Droy-Lefaix, eds.) Irvinn, Paris, pp. 17-30.

Tabatabaie, T., and Dryhurst, G., (1997) Molecular mechanisms of action of 5,6- and 5,7-DHT. In Highly Selective Neurotoxins: Basic and Clinical Applications (Kostrzewa, R.M., ed.) Humana Press, Totowa, NJ, pp. 269-291.

Hensley, K., Carney, J.M., Stewart, C.A., Tabatabaie, T., Pye, Q.N., and Floyd, R.A. (1997) Nitrone-based free radical traps as neuroprotective agents in cerebral ischemia and other pathologies. In Neuroprotective Agents and Cerebral Ischaemia. (Cross, A.J. and Green, A.R., eds.) Academic Press, pp. 299-317.

Peer-Reviewed Papers and Conference Presentations:

Tabatabaie, T., Wrona, M.Z., and Dryhurst, G., (1990) Autoxidation of serotonergic neurotoxin 5,7-dihydroxytryptamine. *J. Med. Chem.*, 33:667-676.

Tabatabaie, T., and Dryhurst, G., (1992) Autoxidation and enzyme-mediated oxidation of the serotonergic neurotoxin 5,7-dihydroxytryptamine, mechanistic insights. *J.Med.Chem.,*35:2261-2274.

Tabatabaie, T., Goyal, R.N., Blank, C.L., and Dryhurst, G., (1993) Further insights into the mechanisms by which 5,7-dihydroxytryptamine expresses its neurotoxicity. *J. Med. Chem.,* 36:229-236.

Tabatabaie, T., and Floyd, R.A., (1993) Susceptibility of glutathione reductase and glutathione peroxidase to oxidative damage. *FASEB J.,* 7:A1178, #732.

Tabatabaie, T., and Floyd, R.A., (1993) Susceptibility of glutathione peroxidase and gutathione rductase to oxidative damage by ozone and hydroxyl radicals; The protective effects of spin trapping agents. *The Toxicologist*, 14:176.

Floyd, R.A., Maidt, M.L., and Tabatabaie, T., (1993) Glutathione autoxidatively mediates 8-oxo-guanine formation in DNA. *FASEB J.,* 7:A1290, #732.

Schneider, J.E., Jr., Pye, Q.N., Horning, R., Tabatabaie, T., Maidt, M.L., and Floyd, R.A., (1993) Oxidative lesionsin RNA and coat protein of QB-bacteriophage after exposure to methylene blue and light. *Proc. Am. Assoc.Cancer,* 34:359, #2139.

Tabatabaie, T., and Floyd, R.A., (1993) Susceptibility of glutathione peroxidase and glutathione reductase to oxidative damage by ozone and hydroxyl radicals; The protective effects of spin trapping agents. 4th International Society of Spin Trapping, October 1993, Oklahoma City, OK.

Lee, D.M., Huang, M., Tabatabaie, T., and Floyd, R.A., (1993) Spin-trapping agents as antioxidants for low density lipoproteins. Presented at the Annual Meeting of the European Atherosclerosis Society, April 1, 1993.

Tabatabaie, T., and Floyd, R.A., (1994) Susceptibility of glutathione peroxidase and glutathione reductase to oxidative damage and the protective effect of spin trapping agents. *Arch. Biochem. Biophys.,* 314:112-119.

Tabatabaie, T., and Floyd R.A., (1995) Inactivation of glutathione peroxidase by benzaldehyde as the possible mechanism of toluene neurotoxicity. *The Toxicologist*, 15:84, # 446.

Schneider, J.E., Jr., Tabatabaie, T., Horning, R., Pye, Q.N., Maidt, M.L., and Floyd, R.A., (1995) RNA-Protein crosslinkage, 8-hydroxyguanine and protein carbonyl formation as markers of exposure to methylene blue plus light. *The Toxicologist,* 15:30, #167.

Wack, M.F., Tabatabaie, T., Huycke, M.M., and Floyd, R.A., (1995) Membrane-associated extracellular superoxide production by *Enterococcus Faecalis*. Presented at *Am. Fed. Clinical Res*., September.

Vallett, M., Gauvin, D.V., Beatty, W.W., Tabatabaie, T., and Floyd, R.A., (1995) Relationship between spontaneous seizure occurrence and salicylate spin-trap adducts from whole rat brain homogenates after single and repeated ETOH dependence episodes. Presented at the Oklahoma Center For Neurosciences Annual Symposium, October 2, 1995, Oklahoma City, OK.

Floyd, R.A., Maidt, M.L., Kotake, Y., Sang, H., Tabatabaie, T., Pye, Q.N., Schneider, J.E., Jr., Stewart, C., and Nuygen, N., (1995) Nitric oxide reaction with 8-hydroxyguanine in free nucleosides and macromolecules. Presented at the Oklahoma Center For Neurosciences Annual Symposium, October 2, 1995, Oklahoma City, OK.

Tabatabaie, T., Potts, J.D., and Floyd, R.A., (1995) Reactive oxygen species-mediated sulfhydryl oxidation as the underlying mechanism of pyruvate dehydrogenase inactivation during ischemia/reperfusion. Presented at the Oklahoma Center For Neurosciences Annual Symposium, October 2, 1995, Oklahoma City, OK.

Floyd, R.A., Maidt, M.L., Kotake, Y., Sang, H., Tabatabaie, T., Pye, Q.N., Schneider, J.E., Jr., Stewart, C., and Nuygen, X., (1995) Nitric Oxide Reaction with 8-Hydroxyguanine in Free Nucleosides and Macromolecules. *Oxygen '95;* 64:2-3.

Wack, M.F., Tabatabaie, T., Huycke, M.M., Floyd, R.A., (1995) Membrane-Associated Extracellular Superoxide Production by Enterococcus Faecalis. *Oxygen '95;* 97:2-105.

Tabatabaie, T., Noseworthy, M.D., Floyd, R.A., and Bray, T., (1995) Effect of hyperoxia on tissue glutamine synthetase and protein carbonyls; The role of tissue zinc and energy status. *Oxygen '95*; 89:2-73.

Tabatabaie, T., Potts, J.D., and Floyd, R.A., (1995) Reactive oxygen species - mediated sulfhydryl oxidation as the underlying mechanism of pyruvate dehydrogenase inactivation during ischemia/reperfusion. *Oxygen '95;* 89:2-72.

Floyd, R.A., Maidt, M.L., Kotake, Y., Sang, H., Tabatabaie, T., Pye, Q., Schneider, J.E., Jr., Stewart, C., and Nuygen, X. (1996) Nitric oxide reaction with 8-hydroxyguanine in free nucleosides and macro-molecules. *Am. Assoc. Cancer Res.* 37:144, #998.

Schneider, J.E., Jr., Pye, Q.N., Maidt, M.L., Tabatabaie, T., Nguyen, X., Robinson, K., and Floyd, R.A., (1996) Spectrum of oxidative damage in RNA, DNA and protein, including nucleic acid-protein crosslinkage formation following exposure to the photoactive agent methylene blue. *Am. Assoc. Cancer Res.* 37:121, #841.

Schneider, J.E., Jr., Maidt, M.L., Pye, Q.N., Robinson, K., Tabatabaie, T., and Floyd, R.A., (1996) Detection of nucleic acid-protein cross-linking and its association with 8-hydroxyguanine following viral inactivation by methylene blue plus light. *The Toxicologist,* 30:69, #358.

Tabatabaie, T., and Floyd R.A., (1996) Inactivation of glutathione peroxidase by benzaldehyde as the possible mechanism of toluene neurotoxicity. *Toxicol. Appl. Pharmacol.,*141:389-393.

Schneider, J.E., Jr., Pye, Q.N., Maidt, M.L., Tabatabaie, T., Nguyen, X., Robinson, K., and Floyd, R.A., (1996) Spectrum of oxidative damage in RNA, DNA and protein, including nucleic acid-protein crosslinkage formation following exposure to the photoactive agent methylene blue. *Am. Assoc. Cancer Res.,* 37:121, #841.

Tabatabaie, T., Potts, J.D., and Floyd, R.A., (1996) Reactive oxygen species-mediated inactivation of pyruvate dehydrogenase. *Arch. Biochem. Biophys.,* 336:290-296.

Tabatabaie, T., Stewart, C., Pye, Q.N., Kotake, Y., and Floyd, R.A., (1996) *In Vivo* trapping of nitric oxide in the brain of neonatal rats treated with the HIV-1 envelope protein GP 120: Protective effects of α-phenyl-*Tert*-butylnitrone. *Biochem. Biophys. Res. Commun.,* 221:386-390.

Hensley, K., Tabatabaie, T., Stewart, C.A., Pye, Q.N., and Floyd, R.A., (1997) Nitric oxide and derived species as toxic agents in stroke, AIDS dementia, and chronic neurodegenerative disorders. *Chemical Research in Toxicology*, 10:527-532.
Vallett, M., Tabatabaie, T., Briscoe, R.J., Baird, T., Beatty, W.W., Floyd, R.A., and Gauvin, D.V., (1997) Free radical production during ethanol intoxication, dependence, and withdrawal. *Alcoholism: Clin. & Exp. Res.,* 21:275-285.

Hensley, K., Maidt, M.L., Pye, Q.N., Stewart, C.A., Wack, M., Tabatabaie, T., and Floyd, R.A. (1997) Quantitation of protein-bound 3-nitrotyrosine and 3,4-dihydroxyphenlalanine by high-performance liquid chromatography with electro-chemical array detection. *Anal. Biochem*., 251:187-195.

Tabatabaie, T., Kotake, Y., Wallis, G., Jacob, J., and Floyd, R.A., (1997) Spin trapping agent phenyl *N-tert*-butylnitrone protects against the onset of drug-induced insulin-dependent diabetes mellitus. *FEBS Letters*, 407:148-152.

Schneider, J.E., Jr., Tabatabaie, T., Maidt, M.L., Horning, R., Nguyen, X., Pye, Q.N., and Floyd, R.A., (1998) Potential mechanisms of photodynamaic inactivation of virus by methylene blue I. RNA-Protein Crosslinks and oxidative damage in Qß bac-teriophage photoinactivated by methylene blue. *Photochem. Photobiol.*, 67:350-357.

Tabatabaie, T., Kotake, Y., and Floyd, R.A., (2000) Inhibition of the cytokine-mediated inducible nitric oxide synthase induction in RIN-5F cells by the spin trapping agent, phenyl N-*tert*-butylnitrone. *Nitric Oxide Biol. Chem.* 4:157-167

Tabatabaie, T., Waldon, A.M., Jacob, J.M., Floyd, R.A., Kotake, Y. (2000) COX-2 inhibition prevents insulin-dependent diabetes in low-dose streptozotocin-treated mice. *Biochem. Biophys. Res. Commun.* 273:699-704.

Tabatabaie, T., Vasquez, A.M., Moore, D.R., Floyd, R.A., Kotake, Y. (2001) Direct administration of interleukin-1 and interferon-γ to rat pancreas leads to the *in vivo* production of nitric oxide Synthase and inducible cyclooxygenase. *Pancreas*, 23:316-322.

Kotake, Y., Sang, H., Tabatabaie, T., Wallis, G.L., Moore, D.R., Stewart, C.A. (2002) Interleukin-10 over-expression mediates phenyl-N-*tert*-butyl nitrone (PBN) protection from endotoxemia. *Shock*, 17:210-216.

Kotake, Y., Moore, D.R., Vasquez-Walden, A., Tabatabaie, T., Sang, H. (2003) Antioxidant amplifies antibiotic protection in the CLP model of microbial sepsis through interleukin-10 production. *Shock*, 19:252-256.

Tabatabaie, T., Vasquez-Weldon, A.M., Moore, D.R., Kotake, Y (2003) Free radicals and the pathogenesis of Type 1 Diabetes: Cytokine-mediated generation of free radicals by beta cells. *Diabetes*, 52: 1994-1999.

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EDUCATION:

LOYOLA UNIVERSITY SCHOOL OF LAW, Chicago, Illinois
Juris Doctor, conferred January 1983

UNIVERSITY OF NOTRE DAME, Notre Dame, Indiana
B.A., College of Arts and Letters, conferred June 1977

LEGAL ADMISSION AND LICENSURE:

Admission to practice in Illinois, 1983
Admission, U.S. Court of Appeals for the Seventh Circuit, 1983
Admission, Trial Bar, U.S. District Court - Northern District of Illinois, 1988
Admission to practice in Oklahoma, 1989
Admission, U.S. Court of Appeals for the Tenth Circuit, 1991
Admission, U.S. Supreme Court, 1993

PROFESSIONAL EXPERIENCE:

12/2012 – Present

SILL LAW GROUP and FULMER SILL
1101 N. Broadway Ave., Suite 102
Oklahoma City, OK 73103

Senior Litigation Counsel representing Plaintiffs in complex pharmaceutical/medical device product liability, toxic tort, medical malpractice and catastrophic injury litigation in Multi-District, Federal and Oklahoma Courts.

12/2006 – 11/2012

OKLAHOMA HEALTH CARE AUTHORITY
2401 NW 23rd, Suite 1A
Oklahoma City, OK 73107

Deputy General Counsel representing the agency in defense and prosecution of administrative cases in complex Medicaid and contracts litigation in State and Federal Courts.

03/2001 – 12/2006	**LAW OFFICE OF CHRISTOPHER J. BERGIN, P.C.** Oklahoma City, Oklahoma ***Sole Practitioner*** of broad-based litigation practice
10/1999 – 03/2001	**LAW OFFICE OF RANDY CONNER, P.C.** Oklahoma City, Oklahoma ***Of Counsel*** of broad-based litigation practice
01/1996 – 09/1999	**GARY L. BROOKS & ASSOCIATES** Oklahoma City, Oklahoma ***Partner*** prosecuting complex medical malpractice litigation in State and Federal Courts.
08/1993 – 01/1996	**BERGIN & BARR, P.C.** Oklahoma City, Oklahoma ***Senior Partner*** of broad-based litigation practice
07/1992 – 08/1993	**MORRIS & MORRIS P.C.** Oklahoma City, Oklahoma ***Managing Partner/Litigation Attorney*** in the overall management of 72-employee law office, including supervision of seven staff attorneys; responsible for all phases of litigation case load in State and Federal Courts.
02/1990 – 07/1992	**HUCKABY, FLEMING, FRAILEY, CHAFFIN & DARRAH** Oklahoma City, Oklahoma ***Senior Associate, Litigation*** with full case responsibility in insurance defense practice.
05/1983 – 01/1990	Litigation Practice, Chicago, Illinois ***Positions held and references available on request)***

REPORTED CASES:

Young v. Hummel, 576 N.E.2d 1072 (Ill. 1990);
Allstate Ins. Co. v. Eggermont, 180 Ill.App.3d 55 (1990);
Groce v. Foster, 880 P.2d 902 (Okl. 1994);
Grider v. Independent School District No. 80, 872 P.2d 951 (Okl.App. 1994);
Kelly v. Old Republic Ins. Co., 892 P.2d 668 (Okl.App. 1995);
Cooper v. Board of County Com'rs of Grady Co., 921 P.2d 376 (Okl.App. 1996);
Hagy v. American Honda Motor Co., 125 F. Supp. 2d 456 (W.D. Okla. 2000);
Oklahoma Foundation for Medical Quality v. Department of Central Services 180 P3d 1 (Okl.App. 2008);
Choices Institute v. Oklahoma Health Care, 2010 OK CIV APP 117, 241 P.3d 705 (Okl.App. 2010)

CURTIS "MUSKRAT" BRUEHL, J.D.

The Bruehl Law Firm
14005 N. Eastern Ave.
Edmond, OK 73013
Telephone (405) 934-3838
cbruehl@bruehllaw.com

Curtis "Muskrat" Bruehl has dedicated his law practice to representing Indian tribes who have been the victim of fraud and negligence, concentrating his practice on defective drugs, medical devices, and products. Curtis is proud to have taken on some of the largest industries in the world advocating on behalf of Indian tribes.

In the landmark case on health care fraud in Indian Country, Curtis helped federally-recognized tribes recover costs related to the prescription drugs Avandia, Paxil, Wellbutrin, Advair, Lamictal, Zofran, Imitrex, Flovent, and Valtrex.

Curtis is a citizen of the Cherokee Nation and was the lead attorney that obtained the successful resolution of the Avandia litigation in both tribal and federal courts on behalf of numerous tribes across the country. He is admitted to practice in several tribal courts including the Cherokee Nation, Choctaw Nation, and Chickasaw Nation. Curtis received his Bachelor's Degree, Juris Doctorate, and Master's Degree in Indian Law from the University of Oklahoma. He has been practicing law for more than fifteen years.

Curtis is "Of Counsel" to Fulmer Sill, but maintains an independent law firm and practice.

PROFESSIONAL AFFILATIONS:

- Oklahoma Bar Association; Indian Law Section Member
- Federal Bar Association; Indian Law Section Member
- District of Columbia Bar Association
- National Native American Bar Association
- National Congress of American Indians
- Association on American Indian Affairs
- Oklahoma Association for Justice
- American Association for Justice

Richard D. Meadow



Richard "Rick" Meadow has been a practicing trial attorney for more than 30 years. He has represented the rights of individuals who have been injured by pharmaceuticals, medical devices, asbestos, medical malpractice, defective products, construction defects, lead poisoning, and motor vehicles, as well as the negligence of premises owners and municipalities. Mr. Meadow also has extensive experience in the representation of large national insurance companies as an insurance defense attorney. This experience provides a 360-degree perspective of the practice of tort law in the United States.

Mr. Meadow is the National Mass Tort Leader for The Lanier Law Firm, where his responsibilities include overseeing all the firm's pharmaceutical mass tort litigation in addition to promoting, recruiting and maintaining associated outside relationships at a national level. He has served and continues to serve on the Plaintiffs' Steering Committees for several national litigations. Mr. Meadow currently serves on the Plaintiffs Executive Committee for the National TALC litigation.

Mr. Meadow has successfully tried over 25 cases to verdict. He was part of the winning trial team that obtained record-setting plaintiffs' verdicts in the Vioxx litigation. While he was at his former firm, he helped win two significant jury awards recognized by *The National Law Journal* among the nation's largest verdicts in 2002 and 2003. He has settled substantial claims for clients and argued appeals before the New York and New Jersey Appellate Divisions.

Mr. Meadow often is called on as a featured lecturer at many legal forums and conferences. In 2008, Mr. Meadow was asked to testify before the United States Congress based on his expertise regarding the Sunshine in Litigation Bill, which would have effectively amended the Federal Rules of Civil Procedure regarding the use of protective orders in discovery and the use of confidentiality provisions in settlement agreements. He has lectured at numerous legal conferences and has been appointed to many committees that explore issues germane to the medical and legal communities. He also is a distinguished member of The Sedona Conference.

Prior to relocating to the firm's Houston office, Mr. Meadow opened and managed the New York office of the Lanier Law Firm. Mr. Meadow was recognized in the annual New York Super Lawyers list for six years straight as one of the top attorneys in New York and has received the Lifetime Achievement Award in New York. He has earned a Martindale-Hubbell® AV Preeminent™ Rating and is a member of the Million Dollar Advocates Forum. Mr. Meadow was recently recognized by Law Dragon as one of the Top 500 Lawyers in the Country.

A graduate of California Western School of Law (J.D. 1984) and Rutgers University (B.A. 1979), Mr. Meadow is licensed to practice law in New York State, New Jersey,Texas and Pennsylvania, in addition to numerous Federal Courts. He also is admitted to the Bar of the United States Supreme Court. Born in New York, he currently resides in Houston, Texas, and is the proud father of Ruby and Joshua.

Reagan E. Bradford



Reagan E. Bradford joined the Commercial Litigation section of the Lanier Law Firm in 2016. Mr. Bradford focuses his practice on complex commercial litigation matters, particularly those involving energy, corporate governance, securities, and antitrust. His practice has provided extensive experience in federal and state courts across the country, including class actions and mass tort proceedings, and in arbitration proceedings.

Prior to joining the Lanier Law Firm, Mr. Bradford served as Deputy General Counsel & Assistant Corporate Secretary for a Fortune 500 energy company. This position provided Mr. Bradford experience in the board room as well as in the court room and in high stakes regulatory proceedings. He received a bachelor's degree from the University of Oklahoma and his Doctor of Jurisprudence from the University of Oklahoma College of Law. It was here where he served on the Oklahoma Law Review, founded the Energy and Resources Law Student Association, and graduated Order of the Coif. Mr. Bradford was named a Journal Record 40 Under 40 in Oklahoma City, in 2015.

Mr. Bradford regularly speaks and writes on legal matters relating to energy, corporate governance, and government investigations. His publications and presentations include:

In Search of an Effective Defense to Litigation Fishing Expeditions Into Private, Associational Political Speech
Bloomberg BNA
Co-Author
February 2015

Energy Litigation Newsletter – ABA Section of Litigation
Co-Editor
July 2012 – October 2014

Business Groups Assert Conflict with SEC's Conflict Minerals Rule
Energy Litigation Newsletter – ABA Section of Litigation
May 2013

Critical Steps for Responding to Government Investigations
Chief Litigation Officer Summit
March 2014
Keynote Speaker

Complex Litigation Challenges and Strategies
*2*nd National Forum on Oil and Gas Litigation
September 2013
Speaker

Mr. Bradford is licensed to practice in Oklahoma and Texas and is also admitted in numerous federal district courts, including the Western, Eastern and Northern Districts of Oklahoma, and the Northern and Southern Districts of Texas, and the Tenth Circuit Court of Appeals.

Dara Hegar



Dara Hegar joined the Lanier Law Firm in 1999, and is currently the Managing Attorney for the firm's offices in Houston, Los Angeles, and New York. A Houston native, she has represented clients in each of the firm's practice areas and has focused on trial coordination in intricate litigation matters. Dara has represented clients and Fortune 500 companies from across the nation. While her proficiency spans across all of the firm's practice areas, her specialty has been managing complex litigations and providing specific insight at trial that has resulted in many significant verdicts and settlements over the past 18 years.

Dara has been named a "Rising Star" in the legal community eight times by Texas Monthly, receiving the honor each year from 2006 through 2013. She also was named a "Top 100 Trial Lawyer" in 2013 by The National Trial Lawyers. Furthermore, she was also honored to be included in U.S. News and World Report's 2017 and 2018 edition of The Best Lawyers in America.

Admitted to the Texas bar in 1998, she received her Bachelor of Arts degree in Political Science with honors from Texas A&M University in 1995. She received her Master of Arts degree in International Relations and her law degree from St. Mary's University, where she served with distinction as Associate Editor of the Law Journal in 1998. She further served as briefing attorney to the Honorable Richard H. Edelman at the Fourteenth Court of Appeals from 1998 through 1999, before joining the Lanier Law Firm.

Dara is a member of the Houston Bar Association, the State Bar of Texas, and the American Association of Justice. Dara also proudly serves on the Board of Directors of The Association of Former Students of Texas A&M University.

She resides in Katy, Texas with her husband, Glenn, and their three children.

Zarah Levin-Fragasso



Zarah Levin-Fragasso has been an associate attorney at The Lanier Law Firm since January 2013. Her practice focuses on pharmaceutical and medical device products liability. Ms. Levin-Fragasso was recently named a Super Lawyers™ Rising Star in the New York Metro area for her work in products liability at The Lanier Law Firm.

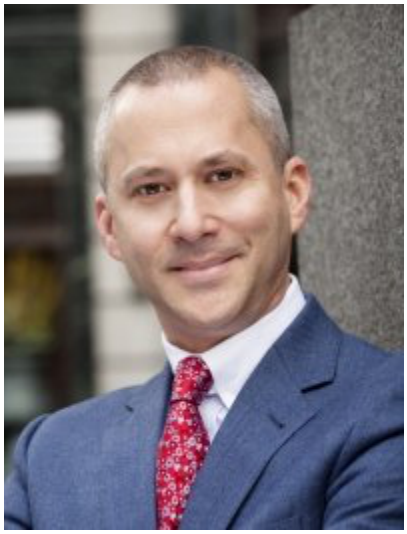
Ms. Levin-Fragasso proudly fights for clients who have been harmed by corporate negligence and other wrongful conduct. In this capacity, she has worked on various federal and state court mass tort litigations, including but not limited to the following: MDL No. 2187, In Re: C. R. Bard, Inc., Pelvic Repair System Products Liability Litigation; MDL No. 2325, In Re: American Medical Systems, Inc., Pelvic Repair System Products Liability Litigation; MDL No. 2326, In Re: Boston Scientific Corp. Pelvic Repair System Products Liability Litigation; MDL No. 2327, In Re: Ethicon, Inc., Pelvic Repair System Products Liability Litigation; MDL No. 2272 In Re: Zimmer NexGen Knee Implant Products Liability Litigation; MDL No. 2434 In Re: Mirena IUD Products Liability Litigation; MDL No. 2299 In Re: Actos (Pioglitazone) Products Liability Litigation; MDL No. 2244 In Re: DePuy Orthopaedics, Inc., Pinnacle Hip Implant Products Liability Litigation; MDL No. 2197 In Re: DePuy Orthopaedics, Inc., ASR Hip Implant Products Liability Litigation; MDL No. 2502 In Re: Lipitor (Atorvastatin Calcium) Products Liability Litigation; MDL No. 2738 In Re: Johnson & Johnson Talcum Powder Producst Marketing, Sales Practices and Products Liability Litigation (Ms. Levin-Fragasso also works on the Johnson & Johnson talcum powder litigation in state court venues, including Missouri and California); and the AlloDerm Regenerative Tissue Matrix multicounty litigation (MCL) venued in New Jersey state court.

Ms. Levin-Fragasso began college at sixteen years of age through Bard High School Early College. She completed her undergraduate work at Bard College in 2005, earning her B.A. at twenty years of age. She received her J.D. from the Catholic University of America, Columbus School of Law in 2011, where she served as an Associate Editor on the Journal of Contemporary Health Law and Policy and was a two-time Students for Public Interest Law ("SPIL") stipend recipient. During her law school career, Ms. Levin-Fragasso tried a bench and jury trial on behalf

of indigent criminal defendants, therefore arguing cases against seasoned United States Attorneys. Prior to joining The Lanier Law Firm, Ms. Levin-Fragasso interned with a nonprofit organization that focused on indigent eviction prevention, second-chaired two trials, and taught special education in the South and West Bronx as a 2012 New York City Teaching Fellow.

Ms. Levin-Fragasso is admitted to practice in New York and New Jersey, as well as the U.S. District Court for the District of New Jersey, the U.S. District Court for the Southern District of New York, and the U.S. District Court for the Eastern District of New York. A dedicated human rights advocate, Ms. Levin-Fragasso is a member of the American Association for Justice and the New York City Bar Association, where she chairs The Special Committee on Drugs and the Law, which was established in 1986. Through her work at the New York City Bar Association, Ms. Levin-Fragasso stewarded the publication of, and co-authored, a report on human rights and the world drug problem, titled "Charting a Wiser Course: Human Rights and the World Drug Problem," which was released at a United Nations General Assembly Special Session (UNGASS) on the World Drug Problem in April 2016. She also co-authored a letter to the editor regarding the UNGASS, which was published in The New York Times in April 2016. Furthermore, under her leadership, the Drugs and the Law Committee has presented multiple panels, including an event featuring Former U.S. Deputy Attorney General James M. Cole focused on the future of drug policy under the Trump Administration. Most recently, the Committee published a letter signed by Ms. Levin-Fragasso as Chair of the Drugs and the Law committee and John S. Kiernan, President of the New York City Bar Association. This month, Ms. Levin-Fragasso served as faculty for an ABA Webinar regarding the use of civil commitment laws as a means to address America's opioid epidemic.

Evan M. Janush



Evan M. Janush is the Managing Attorney of the New York office. In addition to his administrative role within the firm, Mr. Janush oversees commercial litigation for The Lanier Law Firm's New York office and he is the practice group leader of the firm's employment litigation practice. Mr. Janush has significant experience representing clients in complex commercial litigation, pharmaceutical mass tort litigation, antitrust and class-action litigation, and representing employees in discrimination and whistleblower actions. Mr. Janush's work has involved significant appeals, legal motions and oral arguments in cases resulting in significant verdicts and settlements for clients. Mr. Janush has been named as a Super Lawyers™ Rising Star and as a Super Lawyer™ in the New York Metro area for his work in the firm's pharmaceutical and product liability mass tort practice areas and class actions.

Mr. Janush has been employed at The Lanier Law Firm since 2004, and has participated in senior roles in numerous multi-district litigations, representing the rights of individuals who have been injured by pharmaceutical products, defective products, toxic torts, and general negligence. Mr. Janush has been a member of The Lanier Law Firm's litigation teams in the following mass tort actions:

· *IN RE: Vioxx Marketing, Sales Practice and Products Liability Litigation*, MDL 1657, E.D.LA.;
· *IN RE: Bextra and Celebrex Marketing, Sales Practices and Products Liability Litigation*, MDL 1699, N.D.CA.;
· *IN RE: Zyprexa Products Liability Litigation*, MDL 1596, E.D.N.Y.;
· *IN RE: Avandia Marketing, Sales Practices and Products Liability Litigation*, MDL 1871, E.D.PA.;
· *IN RE: Neurontin Marketing, Sales Practices and Products Liability Litigation*, MDL 1629, D.MA.;

· *IN RE: Levaquin Products Liability Litigation*, MDL 1943, D.MN.; N.D.AL.;
· *IN RE: Biomet M2A Magnum Hip Implant Products Liability Litigation*, MDL 2391, N.D.IN;
· *IN RE: DePuy Orthopaedics, Inc., Pinnacle Hip Implant Products Liability Litigation*, MDL 2244, N.D.TX;
· *IN RE: Actos (Pioglitazone) Products Liability Litigation*, MDL 22299, W.D.LA;
· *IN RE: Ethicon, Inc., Pelvic Repair System Products Liability Litigation*, MDL 2327, S.D.WV;
· *IN RE: American Medical Systems, Inc., Pelvic Repair System Products Liability Litigation*, MDL 2325, S.D.WV;
· *IN RE: Boston Scientific Corp., Pelvic Repair System Products Liability Litigation*, MDL 2326, S.D.WV;
· *IN RE: C.R. Bard, Inc., Pelvic Repair System Products Liability Litigation*, MDL 2187, S.D.WV

Mr. Janush is a 1998 graduate of Yeshiva University, Benjamin N. Cardozo School of Law, where he was a member of the Law Review and President of the Student Bar Association. He received his undergraduate degree summa cum laude in 1995 from the University of Connecticut where he was the President of the Student Government Association at the Stamford campus. Prior to joining The Lanier Law Firm, Mr. Janush practiced law at the firms of Weitz & Luxenberg and Jenkens & Gilchrist Parker Chapin.

Mr. Janush is licensed to practice law in New York and Connecticut, and he is admitted to practice in the Second Circuit Court of Appeals, Fifth Circuit Court of Appeals, Southern District of New York, Eastern District of New York, District of Connecticut, Eastern District of Michigan, Northern District of Illinois, Eastern District of Texas, and the Eastern and Western Districts of Arkansas.

Mr. Janush is a member of the New York State Trial Lawyers Association and the American Association for Justice.

CHRISTIAN MORRIS

Christian Morris is a personal injury trial attorney for Nettles Law Firm. She is licensed to practice law in Nevada in both state and federal courts. Christian also holds bar licenses in California and New Jersey. In February 2012, Christian successfully passed the New York State Bar. Christian is well respected in the legal community for her candor, hard work and commitment to the civil justice system. She has conducted both jury trials and bench trials. Christian's primary objective is to work within the jury system to get justice for any individual whose life has been forever changed by an injury to their body or mind.

Prior to joining Nettles Law Firm, Christian worked at one of the oldest and largest insurance defense firms in Las Vegas. There, she gained invaluable experience as to how large corporations operate on a daily basis and it confirmed her passion to be in the courtroom for her clients. Prior to becoming a lawyer, Christian was active in politics and worked for Senator Collins from her home state of Maine, and later as a grassroots staff member on a presidential election campaign. She is an active member of the Nevada Justice Association, the American Association of Justice, the American Cancer Society, and the Susan G. Komen Foundation.

APPENDIX B[1]

[1] Fulmer Sill and Nettles Law Firm hereby certify that, if selected, the firms will immediately increase professional liability coverage to the minimum of $10 million.

INSURANCE BINDER

DATE (MM/DD/YYYY): 01/25/2018

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.

AGENCY Lockton Companies - Dallas 2100 Ross Avenue, Suite 1400 Dallas TX 75201	COMPANY Hudson Specialty Insurance Co.		BINDER # 100545				
	EFFECTIVE DATE	TIME		EXPIRATION DATE	TIME		
	01/24/2018	12:01	X AM / PM	03/25/2018	X 12:01 AM / NOON		
PHONE (A/C, No, Ext): (214) 969-6700 FAX (A/C, No):	☐ THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:						
CODE: 12700 SUB CODE:							
AGENCY CUSTOMER ID: LANLA01	DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location) Legal Professional Liability Quota Share Effective 1/24/2018 to 1/24/2019						
INSURED AND MAILING ADDRESS The Lanier Law Firm, P.C.; The Lanier Law Firm, PLLC 6810 FM 1960 West Houston TX 77069							

COVERAGES

TYPE OF INSURANCE	COVERAGE / FORMS	LIMITS: DEDUCTIBLE	COINS %	AMOUNT
PROPERTY — CAUSES OF LOSS: ☐ BASIC ☐ BROAD ☐ SPEC				
GENERAL LIABILITY		EACH OCCURRENCE		$
☐ COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES		$
☐ CLAIMS MADE ☐ OCCUR		MED EXP (Any one person)		$
		PERSONAL & ADV INJURY		$
		GENERAL AGGREGATE		$
	RETRO DATE FOR CLAIMS MADE:	PRODUCTS - COMP/OP AGG		$
VEHICLE LIABILITY		COMBINED SINGLE LIMIT		$
☐ ANY AUTO		BODILY INJURY (Per person)		$
☐ ALL OWNED AUTOS		BODILY INJURY (Per accident)		$
☐ SCHEDULED AUTOS		PROPERTY DAMAGE		$
☐ HIRED AUTOS		MEDICAL PAYMENTS		$
☐ NON-OWNED AUTOS		PERSONAL INJURY PROT		$
		UNINSURED MOTORIST		$
				$
VEHICLE PHYSICAL DAMAGE DED	☐ ALL VEHICLES ☐ SCHEDULED VEHICLES	☐ ACTUAL CASH VALUE		
☐ COLLISION:		☐ STATED AMOUNT		$
☐ OTHER THAN COL:				
GARAGE LIABILITY		AUTO ONLY - EA ACCIDENT		$
☐ ANY AUTO		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT		$
		AGGREGATE		$
EXCESS LIABILITY		EACH OCCURRENCE		$
☐ UMBRELLA FORM		AGGREGATE		$
☐ OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	SELF-INSURED RETENTION		$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		☐ PER STATUTE		
		E.L. EACH ACCIDENT		$
		E.L. DISEASE - EA EMPLOYEE		$
		E.L. DISEASE - POLICY LIMIT		$
SPECIAL CONDITIONS / OTHER COVERAGES: Quota Share Limits of Liability: $15,000,000 per claim, $15,000,000 aggregate (Supporting carriers Endurance American and Admiral) Deductible: $50,000 per claim, $100,000 aggregate		FEES		$
		TAXES		$
		ESTIMATED TOTAL PREMIUM		$

NAME & ADDRESS

	☐ MORTGAGEE ☐ ADDITIONAL INSURED ☐ LOSS PAYEE
	LOAN #:
	AUTHORIZED REPRESENTATIVE Frank Lanier

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CONDITIONS

This Company binds the kind(s) of insurance stipulated on page 1 of this form. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in Arizona

Binders are effective for no more than ninety (90) days.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars ($1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than $1,000,000.00 when proof is required: (A) Shall be fined not more than $500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

Applicable in Oklahoma

All policies shall expire at 12:01 a.m. standard time on the expiration date stated in the policy.

Applicable in Oregon

Binders are effective for no more than ninety (90) days. A binder extension or renewal beyond such 90 days would require the written approval by the Director of the Department of Consumer and Business Services.

Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.

Summary of Insurance Contract

Re: Motley Rice LLC
28 Bridgeside Blvd.
Mt. Pleasant, SC 29464

The undersigned hereby verifies that Underwriters at Lloyd's and Various Insurance Companies have issued the following described insurance, which is in force as of the date hereof:

Type of Insurance:	Professional Liability Insurance
Assured:	MOTLEY RICE LLC and others, as more fully described in the Policy wording. 28 Bridgeside Boulevard Mt. Pleasant, SC 29464
Policy No.:	PSLNS1700682
Insurer:	Underwriters at Lloyd's and Various Insurance Companies
Policy Period:	12:01 a.m. August 15, 2017 to 12:01 a.m. August 15, 2018
Limit of Liability:	$10,000,000 each claim/$20,000,000 annual aggregate
Geographical Limitation:	Worldwide Coverage

Subject to the terms, conditions, exclusions and limitations of the Policy(ies).

This document is furnished as a matter of information only. The limits shown are as requested. A retention may apply as per Policy terms and conditions. The issuance of this document does not confer coverage or make the person or organization to whom it is issued an additional Assured, nor does it modify in any manner the contract of insurance between the Assured and the Insurers. Any amendment, change or extension of such contract can only be effected by specific endorsement attached thereto. Portions of coverage may have been directly procured by the Assured.

Date: January 10, 2018 **Per:** *Aon Risk Services Northeast, Inc.*

Aon Risk Solutions | Specialty | Professional Services
199 Water Street | 8th Floor | New York, NY 10038
t: +1.212.441.1000 | **f:** +1.212.441.1953
w: aon.com

RSOQ Response

Prepared for

City of Las Vegas

180317-JL (ROSQ Outside Counsel for Opioid Litigation)

To:
John R. Lonborg, Purchasing
City of Las Vegas, Nevada
495 South Main Street, Third Floor
Las Vegas, NV 89101

From:
Simmons Hanly Conroy LLC
Keller Rohrback L.L.P.
Crueger Dickinson LLC

Submission Deadline: May 15, 2018

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Simmons Hanly Conroy LLC, Crueger Dickinson LLC, and Keller Rohrback L.L.P. (collectively, the Firms) appreciate the opportunity to provide this joint response to the City of Las Vegas's RSOQ for Special Counsel.

The Firms are uniquely qualified to represent the City of Las Vegas in this vitally important litigation against the manufacturers and distributors of opioid products in the City of Las Vegas for three primary reasons:

1. **Unmatched Opioid Litigation Experience.** No lawyer in the United States knows more about the conduct of the opioid manufacturers than Paul Hanly of Simmons Hanly Conroy. No firm other than Simmons Hanly Conroy has successfully litigated cases against the opioid manufacturers involving the very issues that led to the present opioid epidemic. Simmons Hanly Conroy invented opioid litigation and is the most knowledgeable firm in the United States about the conduct of the defendants. Keller Rohrback and Creuger Dickinson add extensive knowledge and litigation experience to the team – both firms represent dozens of cities and counties in opioid litigation, have devoted thousands of hours investigating claims against opioid manufacturers, and distributors, and are fully engaged in *In Re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (hereafter, the "Opioid MDL"). Collectively, the three firms have the resources, trial experience, and litigation skill to hold the opioid defendants accountable for creating the worse manmade health epidemic in the nation's history.

2. **Opioid MDL Leadership Positions.** Each firm has been appointed by Judge Polster to a leadership position in the Opioid MDL for all the nationwide federal court litigation. Paul Hanly, Simmons Hanly Conroy, serves as Co-Lead Counsel. Lynn Sarko, Keller Rohrback, and Erin Dickinson, Crueger Dickinson, serve on the Plaintiffs' Executive Committee.

3. **City and County Experience.** Our team has significant experience representing cities and counties, including attorneys who have litigated on behalf of local governments and tried such cases to verdict. The Firms represent more than 200 cities and counties in opioid litigation in 16 states.

Thank you for the opportunity to present this proposal. The Firms welcome the opportunity to use the wealth of resources, experience, and expertise we possess to bring justice to the City of Las Vegas. We look forward to hearing from you soon.

Respectfully submitted,

Paul Hanly, Jr.
Simmons Hanly Conroy, LLC

Jayne Conroy
Simmons Hanly Conroy, LLC

Lynn Sarko
Keller Rohrback L.L.P.

Derek Loeser
Keller Rohrback L.L.P.

Erin Dickinson
Crueger Dickinson LLC

A. General Experience and Information Concerning the Firms:

1. **Provide general information about your company – Number of years in existence, number of attorneys, areas of expertise, financial and manpower support capacity, etc.**

Our legal team has more experience with opioid litigation than any other firm in the United States. Our team currently represents more than 200 governmental entities in Arizona, California, Colorado, Connecticut, Idaho, Illinois, Indiana, Iowa, Louisiana, Minnesota, Missouri, New York, North Carolina, Pennsylvania, Washington, and Wisconsin in litigation against the manufacturers and distributors of prescription opioids.

In addition, attorneys from the Firms have been appointed to multiple important leadership positions in this nationwide multidistrict litigation. Specifically, Paul Hanly of Simmons Hanly Conroy was elected as one of the three Co-Lead Counsel to lead the nationwide federal court opiate litigation. Lynn Sarko of Keller Rohrback L.L.P. and Erin Dickinson of Crueger Dickinson, LLC were appointed as one of the 16-member Plaintiffs' Executive Committee members tasked with leading and managing the nationwide federal court litigation. In those positions, the Firms will have a strong voice on behalf of the City not only in the litigation, but in any resolution that might occur.

Simmons Hanly Conroy

Simmons Hanly Conroy (SHC) is one of the nation's largest plaintiff law firms, with nearly 80 attorneys and recoveries of more than $5 billion in verdicts and settlements for our clients. Founded in 1999, we represent individuals, businesses, and government entities seeking justice in the areas of pharmaceutical litigation, mass torts and class actions, environmental litigation, consumer protection, and asbestos litigation. Our clients have been harmed in every conceivable way: by terrorism, child abuse, defective drugs and devices, toxic exposures, and economic conspiracies. We are at home in the justice system, whether in state or federal court, and we seek the best procedural course for our clients, including the filing of individual cases, class actions, or multidistrict mass tort litigation, as circumstances require.

Mass tort litigation is complex and expensive. Led by John Simmons, Paul J. Hanly, Jr., and Jayne Conroy, SHC's nearly 80 attorneys have centuries of cumulative legal experience and the resources to help our clients stand for their legal rights. We have sued the largest corporations in the U.S. and prevailed, utilizing all our skills and resources for document and data capture to elicit damaging deposition testimony from recalcitrant witnesses, prepare cutting-edge legal briefs, push our strategic case goals, and try our cases effectively and efficiently. With more than $5 billion recovered in verdicts and settlements, our results speak for us. SHC is in a position to be a significant threat, regardless of a wrongdoer's size and resources.

SHC has a long history in opioid litigation that is matched by no other firm in the U.S. Between 2003 and 2007, SHC represented 5,000 individuals in litigation against Purdue Pharma alleging

that its fraudulent marketing campaign misrepresented the risk of addiction and abuse potential of their opioid OxyContin. By implementing a successful discovery plan to obtain thousands of internal documents and deposing dozens of Purdue Pharma executives and sales representatives, the firm dissected Purdue Pharma's clinical test results as well as their fraudulent marketing campaign designed to persuade physicians that OxyContin was not addictive. This effort resulted in a significant confidential settlement for the firm's 5,000 clients. It also led to a Department of Justice investigation that resulted in Purdue Pharma and three of its executives, including its president and a top lawyer, pleading guilty in 2007 to criminal charges that they misled regulators, doctors, and patients about the drug's risk of addiction and its potential abuse. In addition, Purdue Pharma paid approximately $600 million in fines.

Further, SHC attorneys have held court-appointed leadership posts (PEC and/or PSC) in 20 separate MDLs since 2003, including the *In re Gadolinium* MDL over which Judge Polster, who has been assigned the Opioid MDL, presided between 2008 and 2013.

Listings & Awards

SHC is ranked by *U.S. News & World Report* as a "Best Law Firm" with a tier 1 ranking in Mass Torts & Class Actions-Plaintiffs and, for 2018, was recognized as "Law Firm of the Year" by *U.S. News & World Report* in that same category, a distinction only awarded to one law firm in the country.

The firm has also received an A+ rating from the Better Business Bureau and was ranked by the *National Law Journal* on its "Elite Trial Lawyers" List for 2014-2016. In addition, the publication also recognized Jayne Conroy as one of the country's "Outstanding Women Lawyers," a distinction shared with only 75 women nationwide. In 2016, Law360 named her a 'Legal MVP' in the area of Product Liability.

SHC and its attorneys are listed in several peer-reviewed legal listings for its mass tort and private liability litigation practices. Those listings include Martindale-Hubbell, New York Metro, California, and Illinois Super Lawyers, Best Lawyers, U.S. News & World Report Best Law Firms, Chambers US (Jayne Conroy), Legal 500, National Trial Lawyers Top 100, Multi-Million Dollar Advocates Forum, National Law Journal's Outstanding Women Lawyers (Jayne Conroy).

Keller Rohrback LLP

Keller Rohrback (KR) is a national leader in complex and class action plaintiff litigation. We excel in representing our clients by being prepared and persuasive. It's a simple formula that combines our strengths: outstanding writing and courtroom skills, together with unparalleled passion and integrity. Our lawyers are widely recognized as leaders in their fields who have dedicated their careers to combating corporate fraud and misconduct. We have the talent as well as the financial resources to litigate against Fortune 500 companies – and do so every day.

We have won verdicts in state and federal courts throughout the nation and have obtained judgments and settlements on behalf of clients in excess of $18 billion dollars. Courts around the country have praised our work, and we are regularly appointed Lead Counsel in nationally

prominent class cases. Our work has had far-reaching impacts for our clients in a variety of settings and industries, creating a better, more accountable society.

Keller Rohrback was founded in 1919 and employs more than 70 attorneys and over 100 staff members in six offices across the nation. Led by Managing Partner Lynn Sarko, the firm has successfully brought fraud, conspiracy, consumer protection, antitrust, employment, securities, and other claims on behalf of municipalities and government agencies, consumers, employees, and investors, against a wide range of defendants including Wall Street investment banks, pharmaceutical giants, automakers, software companies, and many more.

Listings & Awards

Keller Rohrback is one of the largest law firms in the Pacific Northwest (Puget Sound Business Journal 2018 Book of Lists), with over 70 attorneys and 100 staff members to serve our clients. For our groundbreaking work representing the Republic of Marshall Islands for breach of treaty and violations of customary international law, Keller Rohrback was nominated by the International Peace Bureau for the 2016 Nobel Peace Prize as part of the islands legal team.

In 2018, Managing Partner Lynn Sarko and Senior Partner Derek Loeser were recognized as two of the 500 “Leading Lawyers in America” by legal publication Lawdragon. Keller Rohrback and its attorneys are listed in Super Lawyers and Rising Stars in five states (Washington, Arizona, New York, California, and Montana) and hold AV Preeminent Ratings from Martindale-Hubbell. Lawyers at the firm have received the Burton Award for excellence in legal writing.

Crueger Dickinson

Crueger Dickinson (CD) has served as Lead Counsel or Co-Lead Counsel in complex litigation and class action litigation around the U.S., including most recently in the Northern District of Ohio, where the current Opioid MDL is venued. In 2017, the firm’s co-founders, Erin Dickinson and Charles Crueger, served as lead trial counsel in the N.D. of Ohio representing a class of 7,000 plaintiffs claiming pension benefits under ERISA; that trial resulted in a unanimous jury deciding in favor of the class. Additionally, the firm’s partner Krista Baisch has extensive experience representing counties in litigation and has tried multiple cases to verdict on behalf of county governments.

2. **Within the past three years, have there been any significant developments in your Company such as changes in ownership or restructuring? Do you anticipate any significant changes within the next five (5) years? Please describe.**

There have not been any significant developments in the Firms such as changes in ownership or restructuring within the past three years, nor do the Firms anticipate any significant changes within the next five years.

3. **Describe the on-line services, publications and other resources maintained by your Company dealing with the Subject Matter Areas, including subscription services and periodicals.**

In addition to our attorney resources, Simmons Hanly Conroy also has other valuable and unique resources to set us apart from other firms and legal teams:

- In-house Medical Department led by two registered nurses.
- 16 full-time case investigators, including former police officers.
- State-of-the-art technical support for document management and trial preparation.
- A Research and Discovery Department comprised of veteran attorneys and Ph.D. researchers.
- A robust national network of medical and safety experts.

The Firms will also utilize a wealth of online services, publications, and other resources to assist us in building the best possible case for the City of Las Vegas. We maintain paid online subscriptions to *Thomson Reuters Westlaw* and *LexisNexis* to research case law, state and federal statutes, administrative codes, public records, and law reviews. We also utilize state databases to analyze the amount of deaths and overdoses attributed to opioids, information we use to make a case for damages. We have consulted with numerous national experts from leading universities in the fields of medicine, health economics, marketing, and law enforcement, who are available to assist us in this litigation. Keller Rohrback also maintains an exceptional in-house electronic discovery team, which minimizes vendor costs and maximizes efficiency.

4. **Has your Company or an attorney in your Company's employ who would have any involvement with the possible provision of legal assistance, advice, or representation contemplated by this RSOQ ever been disciplined or censured by any regulatory body? If so, describe the principal facts.**

No.

5. **Within the last five (5) years, has your Company, or a partner or attorney in your Company, been involved in litigation or other legal proceedings relating to provision of legal services? If so, provide a brief explanation and indicate the current status or disposition.**

Keller Rohrback's insurance carrier is currently defending the firm in a malpractice action arising out of a failed business transaction relating to a former client's acquisition of a small regional bank. The two partners named in the lawsuit are transactional attorneys in the separate business department of the firm and are not part of the Complex Litigation Group that would handle this litigation for the City of Las Vegas. The attorneys contest the allegations and will be moving for summary judgment. The amount at issue is within the firm's insurance policy limits.

6. **List all current litigation(s) in which your Company is a defendant. Provide a brief explanation and indicate the current status or disposition.**

Please see response to question five.

7. **Does your Company represent any other states or governmental entities? If so, list the entity, and provide a contact and telephone number.**

The Firms represent over two hundred different cities, counties, and other local governments in opioid litigation, in addition to other representations on behalf of numerous state and local governmental entities. With respect to opioid litigation, in particular, the following is a sample of our clients:

Client	Contact Name	Contact Phone No.
Polk County, IA	Ralph Marasco	(515) 286-3737
Allen County, IN	Laura Maser	(260) 426-9706
Anoka County, MN	Tony Palumbo	(763) 324-5381
Washington County, WI	Bradley Stern	(262) 335-4374
Sheboygan County, WI	Carl Buesing	(920) 459-3093
Riverside County, CA	Greg Priamos	(951) 955-6300
Mecklenburg County, NC	Tyrone Wade	(980) 314-2908
Santa Fe County, NM	Rachel Brown	(505) 986-6326
Pueblo County, CO	Cynthia Mitchell	(719) 583-6636
Iredell County, NC	Lisa Valdez	(704) 873-2131 x216
Suffolk County, NY	Lynne Bizzaro	(631) 853-4065
Broome County, NY	Robert Behnke	(607) 778-2117
Erie County, NY	Michael Siragusa	(716) 858-2201
Orange County, NY	Langdon Chapman	(845) 545-0864
Dutchess County, NY	James M. Fedorchak	(845) 486-2110
Seneca County, NY	Frank Fisher	(315) 539-1989
Sullivan County, NY	Dante DeLeo	(845) 807-0560
Schenectady County, NY	Frank S. Salamone	(518) 388-4702
Oswego, NY	Richard C. Mitchell	(315) 349-8296
Waterbury, CT	Linda T. Winbey	(203) 574-6731
Boone County, IL	Karl Johnson	(815) 547-4770
Macon County, IL	Jay Scott	(217) 424-1400
Kankakee County, IL	Deborah Garrigus	(815) 936-5804
Stephenson County, IL	Carl Larson	(815) 235-8279
Voyelles Parish, LA	Doug Anderson	(318) 253-4000
Lafayette Parish, LA	Mark Garber	(337) 232-9211
City of Tacoma, WA	Chris Bacha	(253) 591-5885
City of Olympia, WA	Mark Barber	(360) 753-8223
King County, WA	Devon Shannon	(206) 477-1957
Pierce County, WA	Michelle Luna-Green	(253) 798-6380
Spokane County, WA	James Emacio	(509) 477-1721
Makah Tribe (WA)	Frank Jozwiak	(206) 386-5200
Cochise County, AZ	Christine Roberts	(520) 432-8754
Arizona Municipal Risk Retention Pool	William J. Sims	(602) 772-5501
Nez Perce Tribe (ID)	Julie Kane	(208) 843-7355
Humboldt County, CA	Jeffrey Blanck	(707) 445-7236

8. **Please describe your Company's backup procedures in the event one or more attorneys assigned to a matter contemplated by this RSOQ leave the Company.**

Each Firm is fully engaged in litigation opioid cases, with a staff of attorneys, paralegals and other staff participating in the effort. The attorneys signing this application are each directly and deeply involved in the litigation and are available at the City's request to respond at any time to any inquiries. We are not just marketing to the City: we will be the City's lawyers. Moreover, as noted above, the Firms have over 150 attorneys whose expertise we can draw on as necessary to litigate the City's claims. For more information on these attorneys, please see our resumes, attached as Appendix A, or visit our websites.

B. Subject Matter Area Experience:

1. **Provide a detailed description of the Company's experience in the Subject Matter Areas, including identification of the approximate number of engagements involving the Subject Matter Areas during the last five (5) years. Of those engagements, the Company should select no more than five (5) illustrative matters.**

Experience with Opioid Litigation

Simmons Hanly Conroy effectively invented large-scale, multi-defendant opioid litigation. In 2003, members of the firm commenced ground-breaking opioid litigation against Purdue Pharma LLP and Abbott Laboratories, Inc., for damages suffered by more than 5,000 clients prescribed the prescription opioid OxyContin. At the time, SHC was the only major plaintiffs' firm in the country to prosecute such claims, and, despite the fact that other plaintiffs' firms suggested that SHC was wasting its time pursuing such "problematic" claims against two major drug companies, the firm was not dissuaded from waging expensive and time-consuming litigation. Following a more than three-year battle that included the firm's separate filing of more than 1,200 cases in various courts across the nation, Purdue Pharma settled all 5,000-plus of our clients' claims for a very substantial sum.

Since the Purdue litigation concluded, SHC has been routinely contacted about opioid litigation because the firm's attorneys are uniformly acknowledged to be the most knowledgeable in the nation concerning the marketing and distribution of these dangerous drugs. Shareholder Paul J. Hanly Jr. is regularly contacted for his expertise on the issue by respected news publications and other media, including the *New York Times*, *USA Today*, *Crain's New York*, *Bloomberg*, *The Wall Street Journal*, and more.

In addition, attorneys from the Firms have been appointed to multiple important leadership positions in this nationwide multidistrict litigation. Specifically, Paul Hanly of Simmons Hanly Conroy was elected as one of the three Co-Lead Counsel to lead the nationwide federal court opioid litigation. Lynn Sarko of Keller Rohrback L.L.P. and Erin Dickinson of Crueger Dickinson, LLC were appointed as one of the 16-member Plaintiffs' Executive Committee members tasked with leading and managing the nationwide federal court litigation. Jayne Conroy is helping

organize and lead the Opioid MDL, and Derek Loeser and Krista Baisch serve on several litigation committees that have been established by Co-Lead Counsel, including the Expert Committee that is responsible for identify experts and working with them to prepare liability and damage expert reports. In those positions, the Firms will have a strong voice on behalf of the City not only in the litigation, but in any resolution that might occur.

Opioid Litigation on Behalf of Individuals

Award or settlement total: Significant Confidential Amount
Date: End of 2006
Plaintiff(s): References available upon request.
Defendants: Purdue Pharma LLP & Abbott Laboratories, Inc.
Case Summary: The firm, led by Paul Hanly and Jayne Conroy, represented 5,000 individuals in litigation against Purdue Pharma and Abbott Laboratories alleging its clients' addiction to the opioid OxyContin was a result of the manufacturers' fraudulent marketing campaign that claimed the drug was not as addictive as other alternative drugs. Attorneys Paul Hanly and Jayne Conroy led the firm's efforts on behalf of its OxyContin clients. Among one of the unusual strategic tacks the firm took was to file on a single day in Richmond County Supreme Court exactly 1,000 individual cases against Purdue (at a filing fee cost of nearly $250,000.00). The cases were later consolidated with other OxyContin cases from other counties before Justice Joseph Maltese, who was instrumental in forging a global settlement of not only the filed cases but an additional 4,000 cases that the firm had not yet filed. SHC attorneys tirelessly dissected Purdue Pharma's clinical test results as well as their fraudulent marketing claims and widespread campaign to persuade physicians that OxyContin was not addictive. We retained world-renowned experts to describe both the scientific and chemical controlled release fraud as well as the insidious marketing claims designed to exponentially increase Purdue Pharma's market share. SHC prevailed on significant discovery motions to collect Purdue Pharma's documents and data and deposed dozens of Purdue Pharma executives and sales representatives.

In re: DePuy Orthopaedics, Inc., Pinnacle Hip Implant Products Liability Litigation

Award or settlement total: $1 Billion
Date: December 1, 2016
Plaintiff(s): References available upon request.
Defendants: Johnson & Johnson, DePuy Orthopaedics
Case Summary: SHC Shareholder Jayne Conroy served on the lead trial team that secured a $1 billion jury verdict against the defendants on behalf of six patients who were injured by DePuy's Pinnacle metal-on-metal hip implant. The jury awarded more than $1 billion punitive damages and nearly $40 million compensatory damages. The legal team convinced the jury in the U.S. District Court for the Northern District of Texas, Dallas Division that J&J sidestepped standard regulatory review and misled doctors to believe that the design of the market-leading device was safe. The trial was the third bellwether trial as part of the federal multidistrict litigation.

In re: Actos (Pioglitazone) Products Liability Litigation; 11-md-02299; U.S. District Court, Western District of Louisiana (Lafayette)

Award or settlement total: $2.37 billion (global amount)
Date: Spring 2015
Plaintiff(s): References available upon request.
Defendant: Takeda Pharmaceuticals
Judge: Judge Rebecca Doherty, U.S. District Court of the Western District of Louisiana
Case Summary: The Actos lawsuits alleged Takeda Pharmaceutical Company executives ignored or downplayed risks about the drug's cancer-causing potential before Actos went on sale in the U.S. in 1999 and misled regulators about the medication's risks. As reported by Bloomberg, Takeda executives failed to provide clear warnings about the associated cancer risk for at least seven years. Although research showed a link between Actos and bladder cancer, the company chose not to issue warnings to consumers. SHC Shareholder Jayne Conroy served as a court-appointed member of the Plaintiff's Steering Committee and helped secure millions of dollars for clients.

In re Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prod. Liab. Litig., MDL 2672 CRB (N.D. Cal.)

Award or settlement total: In excess of $15 billion
Date: Pending from 2015 – Present
Plaintiffs: William Harlan & Emily Diznoff – (828) 230-6818
Michael & Jeanette McCabe – (951) 769-7652
Alice Paylor – (843) 577-6726
Defendants: Volkswagen Group of America, et al.
Judge: Hon. Charles R. Breyer, U.S. District Court for the Northern District of California
Case Summary: Volkswagen involved high-profile alleged violations of the Racketeer Influenced and Corrupt Organizations Act and state consumer protection law. Lead by our managing partner, Lynn Sarko, Keller Rohrback served on the core litigation and settlement teams that achieved settlements from Volkswagen, Audi, and Porsche exceeding $15 billion. In addition, Plaintiffs settled with parts-manufacturer Bosch for $327.5 million. These are reportedly the largest consumer class action settlements in history. Lead Counsel tasked Keller Rohrback with drafting and overseeing notice in the 2.0-liter, 3.0-liter, and Bosch settlements. Keller Rohrback partner Gretchen Freeman Cappio played an important role in helping lead the firm's effort's in this litigation. Keller Rohrback also participated in the discovery and international efforts related to this considerable litigation effort. Keller Rohrback attorneys have continued to play a key role in the settlement administration of this ground-breaking litigation.

Jabbari v. Wells Fargo & Company; 15-cv-02159; U.S. District Court, Northern District of California (San Francisco)

Award or settlement total: $142 million
Date: July 8, 2017
Plaintiff: Kaylee Heffelfinger – (623) 980-5706
Defendants: Wells Fargo & Co. & Wells Fargo Bank, N.A.

Judge: Hon. Vincent Chhabria, Northern District of California
Case Summary: Keller Rohrback partner Derek Loeser serves as Lead Counsel in the class action filed by Keller Rohrback against Wells Fargo alleging the bank victimized its customers by opening checking, savings, and credit card accounts, and lines of credit without customers' authorization. Keller Rohrback negotiated a $142 million settlement on behalf of consumers, which requires Wells Fargo to refund fees charged to unauthorized accounts, and provide first-of-its kind compensation to consumers for increased borrowing costs due to credit damage, and provide other substantial relief. The settlement was preliminarily approved by Judge Vincent Chhabria on July 8, 2017. Final approval is pending. Work performed includes assisting with briefing, arguing motions, and conducting settlement negotiations and mediations.

2. **Provide a brief description of areas of the law in which your Company has an expertise or your Company's involvement in other cases which would have a significant relationship to the objective of this RSOQ.**

SHC and KR attorneys have held court-appointed leadership roles in high-stakes, high-profile litigation of national scope. Many of these cases are multidistrict litigations and settle for millions or billions of dollars, on behalf of thousands of clients. To be appointed, attorneys must have a track record of experience in the litigation area and have the resources necessary to litigate the cases.

As noted earlier, SHC attorneys have held court-appointed leadership posts (PEC and/or PSC) in 20 separate MDLs since 2003, including the *In re Gadolinium* MDL over which Judge Polster, who has been assigned the Opioid MDL, presided between 2008 and 2013.

In addition to numerous other MDL appointments over many years, Keller Rohrback attorneys serve on the Plaintiffs' Steering Committees in *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 2672 (N.D. Cal.) ("*Volkswagen*") and *In re: Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices and Products Liability*, MDL No. 2777 (N.D. Cal.), high-profile multidistrict litigation concerning alleged conspiracies to cheat on emissions tests and to conceal vehicles' true emission levels from regulators and the public. *Volkswagen* and *Chrysler-Dodge-Jeep* involve civil RICO claims and issues similar to those in this case: federal and state statutory claims—on behalf of various classes of purchasers—against massive corporations alleged to have engaged in conspiracy and fraud. Also like this case, both have required counsel to work alongside federal and state regulators to achieve the best outcomes for each party. Keller Rohrback managing partner Lynn Sarko also serves as Co-Lead Counsel in *In re EpiPen Marketing, Sales Practices and Antitrust Litigation*, MDL No. 2785 (D. Kan.). Plaintiffs in this consolidated litigation assert antitrust, RICO, and consumer protection causes of action against the manufacturers of EpiPen for the excessive pricing of epinephrine injection devices.

The Firms, collectively, have tremendous experience litigating high-stakes cases involving the same types of claims asserted in the opioid litigation, including fraud, RICO, negligence, and public nuisance. Examples of these cases are described above, and also in our attached Firm resumes. We also have worked with leading medical and public health experts and have

developed a deep understanding of the opioid epidemic, and what must be done to abate it. Finally, we bring passion and integrity, and a deep commitment to helping the City hold the defendants accountable for the impact of the opioid epidemic on Las Vegas.

C. Team Qualifications:

1. **Provide a detailed description of the team that would provide services identified in this RSOQ.**

The following shareholders and partners will play a key role in litigating the City's case. These attorneys will supervise any additional attorneys from the Firms who are necessary to staff the litigation. We anticipate this list will grow as the cases progress and that the Firms will pull from counsel listed on each firm's website. Resumes for each, with additional background, qualifications, education, and years of experience, have been included as Appendix A.

Paul Hanly, Shareholder, Simmons Hanly Conroy. Mr. Hanly has litigated, managed, and tried numerous complex jury cases throughout the U.S. in virtually all areas of civil litigation for more than 30 years. In the last decade, Mr. Hanly has represented plaintiffs exclusively in a variety of mass tort and other complex civil cases and played a leading role in the settlement of thousands of pharmaceutical cases, resulting in recoveries for the firm's clients in excess of $300 million. He was the first to bring litigation against the manufacturers of prescription opioids (detailed above) and is more knowledgeable about opioid litigation than any attorney in the U.S. Mr. Hanly is currently Co-Lead Counsel for the Opioid MDL.

Jayne Conroy, Shareholder, Simmons Hanly Conroy. Ms. Conroy has litigated, managed, and tried numerous complex jury cases throughout the U.S. in virtually all areas of civil litigation for more than 30 years. For over a decade, Ms. Conroy has represented plaintiffs exclusively in a variety of mass tort and other complex civil cases and serves or has served as a member of Plaintiffs' Steering or Executive Committees in nearly a dozen multidistrict pharmaceutical litigations. Since 2006, she is credited with orchestrating the settlements of thousands of pharmaceutical cases for a total recovery for the firm's clients that exceeds $800 million.

Sarah Burns, Shareholder, Simmons Hanly Conroy. Ms. Burns has substantial legal experience handling consumer safety cases, mass tort multidistrict litigations, and other complex business torts. In the past 10 years, she has secured millions of dollars in settlements on her clients' behalf. Ms. Burns serves as the deputy chief of SHC's opioid litigation team, led by Paul Hanly, which includes attorneys, paralegals, and staff dedicated to helping counties and municipal governments enforce their legal rights against pharmaceutical companies responsible for the opioid crisis. Currently, she oversees casework for more than 200 cases filed on behalf of government entities in North Carolina, New York, California, Colorado, Missouri, Pennsylvania, Louisiana, Connecticut, Illinois, Wisconsin, Indiana, Minnesota, Idaho, and Iowa.

Lynn Sarko, Managing Partner, Keller Rohrback. Since 1991, Lynn has led Keller Rohrback's diverse and accomplished Complex Litigation Group. Lynn is a nationally recognized leader in complex litigation, having been selected by federal courts nationwide to

serve in key leadership roles in a wide variety of cutting-edge cases, including the *In re Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 2672 (N.D. Cal.) ("*Volkswagen*"), consumer cases involving drug pricing, and class actions seeking to protect healthcare workers against wage and pension plan irregularities, to name a few. Lynn was honored to receive the Trial Lawyers for Public Justice Trial Lawyer of the Year Award for his work on the *Exxon Valdez Oil Spill* trial team, and he was a member of the legal team nominated for the 2016 Nobel Peace Prize for seeking enforcement of the Nuclear Non-Proliferation Treaty on behalf of the Republic of the Marshall Islands. Prior to joining Keller Rohrback, Lynn was an Assistant United States Attorney for the District of Columbia, Criminal Division, an associate at the Washington, D.C. office of Arnold & Porter, and law clerk to the Honorable Jerome Farris, United States Court of Appeals for the Ninth Circuit, in Seattle.

Derek Loeser, Partner, Keller Rohrback. Derek Loeser is a senior member of Keller Rohrback's nationally recognized Complex Litigation Group and a member of the firm's Executive Committee. Derek clerked for the Hon. Michael R. Hogan, U.S. District Court for the District of Oregon, and started his litigation career as a trial attorney for the United States Department of Justice. He has been a plaintiffs' attorney for over 20 years. He has a passion for taking on large corporations and holding them accountable for wrongdoing. Through all stages of litigation, including trial, he has helped recover billions of dollars for consumers, employees, retirees, retirement plans, and institutions. Notable cases include the Wells Fargo unauthorized account consumer class action discussed above, *Jabbari v. Wells Fargo and Company*, for which he serves as Lead Counsel. Other notable cases include mortgage-backed securities cases on behalf of the Federal Home Loan Banks of Chicago, Indianapolis, and Boston, and ERISA class cases on behalf of employees of Enron, WorldCom, Countrywide, and Washington Mutual, among others, whose retirement savings were decimated by corporate fraud and abuse. Derek also represents state and local government entities in a number of matters, including ongoing cases against opioid manufacturers for misrepresenting the safety and efficacy of opioids for chronic pain.

Gretchen Freeman Cappio, Partner, Keller Rohrback. Gretchen Freeman Cappio's legal career is built on impactful litigation that improves people's lives and the environment. Gretchen has served on the leadership and settlement teams representing Volkswagen, Audi, and Porsche consumers who purchased and leased unlawfully polluting vehicles in the multibillion-dollar litigation against *Volkswagen*. She plays a similar role in multidistrict litigation regarding unlawfully polluting EcoDiesel vehicles against Fiat Chrysler. For more than eighteen months, Keller Rohrback was the first and only firm to sue Wells Fargo about the unauthorized account scandal. Gretchen serves on the litigation and settlement team appointed by the court to represent the class. The $142 million nationwide settlement has been preliminarily approved. It has been reported to be the first settlement of its kind to secure damages tailored to harm individuals' credit scores. Gretchen helps direct the Keller Rohrback team in the EpiPen pricing multidistrict litigation on which Lynn Sarko, our managing partner, serves as Co-Lead Counsel. This is a national class action against Mylan Pharmaceuticals and other defendants regarding the marketing, pricing, and sale of EpiPen auto-injector devices in the United States. The price

of EpiPen products has increased more than 500 percent since 2007 and has caused undue hardship to many individuals and families that depend on affordable health care. This litigation is pending. Gretchen served as an inaugural member of the NextGen Advisory Board at the Emory Law Institute for Complex Litigation and Mass Claims, and she is currently a reporter for its class action working group. Gretchen speaks regularly on a wide variety of issues in complex litigation.

Erin Dickinson, Co-Founder & Owner, Crueger Dickinson. Ms. Dickinson co-founded CD 18 years ago with the purpose of focusing on large, complex, high-stakes litigation around the U.S. She currently represents over 100 counties including in Wisconsin, Iowa, Indiana, North Carolina, and Minnesota in cases against the pharmaceutical manufacturers of prescription opioids. Ms. Dickinson was recently appointed by a federal judge to serve on the 16-member Plaintiffs' Executive Committee for the Opioid MDL, a committee tasked with leading the nationwide federal court litigation. In addition, Ms. Dickinson maintains a national class action practice, has served as Co-Lead Counsel in cases around the U.S. (most as Lead Counsel) and obtained a unanimous jury verdict on behalf of 7,000 class members in the N.D. of Ohio. *See Jammal, v. American Family Insurance Group*, No. 1:13-CV-437 (N.D. Ohio 2017).

Charles Crueger, Co-Founder & Owner, Crueger Dickinson. As CD co-founder, Mr. Crueger represents over 100 counties around the U.S. in litigation against pharmaceutical manufacturers of prescription opioids for their role in causing the opioid epidemic in the U.S. In addition to these important cases, he maintains a national class action practice involving employee misclassification, ERISA, violations of deceptive trade practices laws, fraud, insurance, contract, business torts, products liability, and civil RICO cases. Mr. Crueger is an accomplished trial lawyer and has tried numerous cases to verdict in courts around the U.S. For example, just months after founding CD, he and his partner Erin Dickinson obtained a favorable jury verdict on behalf of a class of pension holders in an ERISA class action trial where liabilities exceed $1 billion.

Krista Baisch, Partner, Crueger Dickinson. Ms. Baisch practices complex litigation in state and federal courts around the country. She has represented clients in contract disputes, shareholder disputes, patent litigation, commercial torts, civil rights, medical malpractice, product liability, construction litigation, personal injury, and general business litigation. Her current practice is focused on representing dozens of counties around the U.S. in litigation against pharmaceutical manufacturers of prescription opioids for their role in causing the opioid epidemic in the U.S. Ms. Baisch has extensive experience representing counties and municipalities in her career, including defending the interests of Wisconsin's Counties in a broad range of matters. Most notably, she was part of the successful trial team in Howard v. Dane County wherein an inmate alleged ADA claims related to wheelchair access at the Dane County Jail and more than nine times she obtained complete dismissal of Eighth Amendment claims alleged against County jails or County healthcare providers. She has also successfully defended Wisconsin municipalities in claims relating to civil rights, Title IX, Title VII, safe place statute, the public trust doctrine, and negligence.

2. **Provide information concerning the qualifications of any consultants that your Company intends to associate and how they will help obtain the desired outcomes. Include their ability, capacity, skill and number of years of experience in providing the necessary services.**

Prior to the Opioid MDL, the Firms consulted with outstanding medical, public health, criminal justice, and heath economist experts, among others, to assist them with the development of the litigation. In connection with the Opioid MDL, the Firms are chairs of the Expert Committee that will identify experts for the Opioid MDL. In this role, we have already retained a team of nationally recognized health economists, including senior economic advisers to former Presidential administrations. In addition, we are in the process of retaining several epidemiologists, scientists, public policy experts, doctors, and criminal justice experts to assist in every important area of the litigation. These experts collectively provide decades of experience in their respective fields and are all passionate about representing local governments to help solve this unprecedented crisis. The names of the experts remain confidential, pending disclosure deadlines in the Opioid MDL.

3. **Is your Company, or any Company you intend to associate for possible litigation against manufacturers and distributors of prescription opioids, or any consulting Company that your Company intends to employ for possible litigation against manufacturers, distributors and/or prescribers of prescription opioids, a Small Business, a Minority and Women Business or a Veteran Owned Business?**

The Firms continue to evaluate potential litigation consultant and experts who may include companies that are a Small Business, a Minority and Women Business or a Veteran Owned Business. In addition, numerous partners and professional staff are women, minorities, and veterans, and we are committed to diversity and equal opportunity in all respects.

D. Possible Litigation Approach and Process:

CONFIDENTIAL WORK PRODUCT

1. **Describe what information your Company needs from the City to determine if litigation should be initiated against manufacturers, distributors and/or prescribers of prescription opioids. How do you propose to acquire this information?**

The opioid epidemic has had devastating impacts throughout the Country, including in Las Vegas. Litigation has been commenced by hundreds of other counties and cities, many represented by the Firms. We believe the opioid defendants should be held accountable to the City for the damage they have caused, and we encourage the City to file suit. The goal of our investigation will be to gather data from the City to specify the direct and indirect costs it has incurred in responding to the opioid epidemic, while conserving the time and resources the City has to spend gathering data.

We will send the appropriate City representatives a questionnaire we have prepared that captures the impacts of the crisis on Las Vegas's departments and agencies. Based on our review of your City's organization chart, we believe these departments include but are not limited to the City Attorney, City Clerk, Community Services, Public Safety, Finance, Fire and Rescue, Human Resources, Municipal Court, Parks and Recreation, and Public Works. The goal of the questionnaire is to identify illustrative but certainly non-exhaustive examples of how the crisis has affected your City.

Using the data gathered from the City and from publicly available sources, we will draft sections of the complaint for each department. With respect to the latter, we believe there is a tremendous amount of publicly available information that we can utilize in preparing your complaint, including from the State Department of Health and the CDC. Next, we will share these sections for your review to ensure we have properly characterized the damages. In general terms, each department will fit into one of three major categories of damages the plaintiffs in this litigation are seeking: health care, criminal justice, and lost productivity. These categories are certainly not exclusive but are the primary areas in which cities like Las Vegas have borne the substantial burdens and harms caused by defendants.

We have found this approach to be efficient, allowing us to gather sufficiently detailed information while minimizing the imposition on the City's resources. With each client we represent and each complaint we have prepared, we have further streamlined this process. Typically, most departments should need to spend approximately 3-5 staff hours gathering the needed information. Additionally, as noted below, this approach should help to minimize the burden of any discovery the defendants propound on the City.

2. **Identify potential issues/challenges your Company foresees in completing litigation against manufacturers, distributors and/or prescribers of prescription opioids, including collecting judgments, if selected as Special Counsel.**

The Opioid MDL presents unprecedented, highly complex litigation involving hundreds of plaintiffs (and counting) and multiple defendants. Some of those defendants may not have sufficient resources to pay an eventual judgment or sufficient settlement given the scope of the damages caused by the opioid epidemic nationwide (the Firms include counsel who have years of experience litigating in bankruptcy court). However, we believe the potential defendants collectively have the resources to provide relief to the cities and counties that are currently confronting the consequences of the defendants' intentional conduct. The Firms believe that the biggest challenge to Las Vegas would be failing to file suit promptly to ensure that its legal interests against the proposed defendants are protected and that its voice is heard through experienced counsel in this important litigation.

The defendants represent both the demand side and the supply side of the opioid crisis. On the demand side, prescription opioid manufacturers, beginning with Purdue Pharma and its launch of OxyContin in the late 1990s, implemented an aggressive, multi-pronged marketing scheme to convince prescribers and patients that potent narcotics were appropriate for widespread, long-term use. At the heart of this litigation is the manufacturer defendants' fundamental, intentional

misrepresentation that the risk of addiction is low when people take opioids regularly for "legitimate" pain—that fewer than 1% of such patients would become addicted. They communicated this and other falsehoods about opioids' risks and benefits through a variety of channels: branded and unbranded advertising, targeted and repeated visits to doctors by sales representatives, and promotion by respected pain specialists and patient-advocacy nonprofits that had the appearance of objectivity but were simply hired mouthpieces for the drug manufacturers. After Purdue's commercial success with OxyContin, other drug manufacturers added additional prescription opioids to the market or promoted their existing prescription opioids for broader uses. The various manufacturer defendants all contributed to and strengthened the misrepresentations about opioid use, with the foreseeable result that the demand for opioid pain medication increased dramatically, despite no corresponding increase in patients experiencing pain.

On the supply side, distributors controlled the quantity of prescription opioids shipped to communities across the United States, and were required to investigate, report, and halt suspicious orders of controlled substances. The distributor defendants include both distributors and national chain pharmacies, which are wholesalers as well as retailers of prescription drugs. Not only did these defendants intentionally avoid their reporting obligations, they actively sought to increase the quantity of opioids they could distribute, by concealing the extent of illicit diversion taking place and by seeking higher quotas from regulators.

We are cognizant of the complexity of the claims, the challenges we will face proving causation, and overcoming statues of limitations and other defenses. The defendants are among the wealthiest corporations in America with powerful lobbies, and quality defense counsel. The case will by no means be easy. However, we are confident that success is possible, and we are dedicated to the effort. The defendants' conduct has resulted in literarily tens of thousands of deaths every year across the Country. Whether tried to a judge or a jury, or resolved through complex negotiations, we believe the City's case is compelling and certainly worthy of the tremendous effort we would invest in it.

3. **Provide an estimate of the economic impact that prescription opioids have had on the City and its residents.**

Prescription opioids have affected Nevada and its residents and have also led to abuse of other opioids, including heroin and illicitly manufactured fentanyl. According to the Centers for Disease Control, among new heroin users, three out of four report having abused prescription opioids prior to using heroin.[1] In 2013, Nevada had the second highest number of hydrocodone and oxycodone prescriptions in the nation and the fourth highest overdose death rate.[2] As Nevada Governor Brian Sandoval stated, "Nevada loses one citizen per day to opioid

[1] *Heroin Overdose Data*, Ctrs. for Disease Control and Prevention, https://www.cdc.gov/drugoverdose/data/heroin.html (last updated Jan. 26, 2017).
[2] *Opioid epidemic hits close to home*, KSNV News3LV (Oct. 26, 2017), http://news3lv.com/news/local/opioid-epidemic-hits-close-to-home.

overdose."[3] Over 8,000 people in Nevada, ages 12 and older, reported using heroin in the last year.[4] And the effects of this epidemic may last for years as it spreads to younger generations. More than 9,000 Nevadans aged 12-17 report misusing a pain reliever in the past year, and that number rises to nearly 23,000 among young adults aged 18 to 25.[5] According to the National Institute on Drug Abuse, 4 to 6 percent of people who misuse prescription opioids transition to heroin.[6] As such, over-prescription of opioids can lead to misuse and abuse of other opioids.

The summary below is not an exhaustive explanation of the consequences of the over-prescription of opioids and ensuing opioid crisis on Las Vegas and its residents, but the economic impact on the City can be categorized into two general areas: (1) Health Care costs, and (2) Criminal Justice costs.

Health Care: The City's health care costs include substance abuse treatment costs incurred by the City and costs of administering City programs that help individuals suffering from opioid addiction. Las Vegas Fire & Rescue is also affected by the need for emergency responses to opioid overdoses. Altogether, the City spends significant sums on prevention, treatment, recovery, and overdose response (including Narcan).

Criminal Justice costs include (1) law enforcement costs associated with responding to individuals in possession of and overdosing on opioids; (2) correctional facilities costs, jailing costs, and increased jail medical staff needed to attend to individuals suffering from opioid addiction; and (3) the Prosecuting Attorney's office and court system. The Prosecuting Attorney spends resources prosecuting crimes related to opioids, and opioids can play a role in other types of cases, even when the charges are not directly related to controlled substances. Nevada also offers Specialty Court programs, including Drug Court, as an alternative to incarceration. Individuals with opioid addiction can participate in this program, which is a cost to the City.

As noted above, these examples are not exhaustive, and individual lives and various other City departments have also been economically affected by the opioid crisis; however, the above-identified categories capture the substantial economic effects of the opioid epidemic on the City.

While damages are far from being finalized, the City should seek a combination of relief, including non-monetary relief—for example, creating programs such as addiction education and prevention—and monetary relief to both reimburse the City's past expenses and pay for important programs going forward, such as treatment and public services.

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[3] *Governor Sandoval Announces Second Meeting of Opioid Task Force*, St. of Nevada (Mar. 23, 2018), http://gov.nv.gov/News-and-Media/Press/2018/Governor-Sandoval-Announces-Second-Meeting-Of-Opioid-Task-Force/.

[4] *Table 67 – Selected Drug Use, Perceptions of Great Risk, Past Year Substance Use Disorder and Treatment, and Past Year Mental Health Measures in Nevada, by Age Group*, SAMHSA, https://www.samhsa.gov/data/sites/default/files/NSDUHsaeSpecificStates2016A/NSDUHsaeSpecificStates2016.htm (last visited May 15, 2018).

[5] *Id.*

[6] *Opioid Overdose Crisis*, Nat'l Inst. On Drug Abuse, https://www.drugabuse.gov/drugs-abuse/opioids/opioid-overdose-crisis (last revised Mar. 2018).

Some areas of costs related to the opioid epidemic include but are not limited to:

- City-funded healthcare costs for employees and dependents related to opioid addiction, substance abuse treatment and hospitalizations.
- City-funded program costs for prevention, treatment, health visits, substance abuse programs, counseling, and rehabilitation services.
- Increased costs for criminal justice, law enforcement, and public safety employees dealing with opioid-related incidents.
- Costs for providing treatment of infants born with opioid-related medical conditions.
- Costs for providing welfare or protective services for children whose parents suffer from opioid-related disability or incapacitation.
- Costs for providing medical care, additional therapeutic and prescription drug purchases, and other treatments for patients suffering from opioid-related addiction or disease, including overdoses and deaths.
- Costs for additional City staff and resources necessary to deal with the increased opioid-related services provided by the City's courthouse and judicial system.
- Loss of City employee productivity related to opioid abuse and addiction.
- General societal mayhem and opioid-related death costs.

E. Conflicts of Interest:

1. **Each Company shall identify any conflicts of interest that may arise if the Company is retained by the City to serve as Special Counsel and shall describe in its Response how it proposes to deal with such conflicts.**

2. **The Company shall describe in detail its existing system for identifying conflicts of interest in undertaking new representations. The Company must include information about who maintains the records, how often the information is updated and at what stage of representation the check is made. The Company shall provide a copy of its written conflicts policy or explain in detail why there is no written policy.**

3. **If the City retains the Company, then prior to entering into any contract, the Company shall provide assurances that potential conflicts have been discussed with other existing clients of the Company who might be requested to engage other counsel for a specific transaction, and that those existing clients are amenable to such an inconvenience.**

The Firms do not foresee any potential conflicts of interest arising from the continued representation of the legal team's current clients and an engagement with the City of Las Vegas.

The Firms do not represent and have never represented anyone connected with the manufacture, marketing, or sale of opioids, nor would it ever do so, and therefore we cannot conceive of any conflict of interest arising. The firms often represent multiple plaintiffs with

claims against the same defendants (such as multiple cities suing the same opioid manufacturers), but there is no legal or ethical conflict as between the plaintiff entities, and there would not be such as between the City of Las Vegas and some other city the Firms presently represent or might come to represent. Having said that, the Firms agree that if some true conflict of interest were to arise after retention by the City of Las Vegas, the Firms would decline the representation of that person or entity with interests adverse to the City.

Please see Appendix B for the Firms' Conflict Check Policies.

F. Evidence of Professional Liability Insurance:

1. **The Company shall describe its current professional liability insurance policies.**

Please see Certificates of Liability Insurance, attached as Appendix C.

2. **The Company shall state whether it is willing to maintain in full force and effect during the term of any contract to serve as Special Counsel for the City professional liability insurance in combined single limit and in an aggregate amount of not less than $10 million.**

The Firms are willing to maintain in full force and effect during the term of any contract to serve as Special Counsel for the City professional liability insurance in combined single limit and in an aggregate amount of not less than $10 million.

Please also see the Firms' Certificates of Liability Insurance, attached as Appendix C.

G. Attachments

The following pages include:

- Appendix A: Firm Resumes
- Appendix B: Firm Conflict Check Policies
- Appendix C: Firm Certificates of Liability Insurance

Appendix A

May 13, 2015

CURRICULUM VITAE OF PAUL J. HANLY, JR.

Born:

Jersey City, New Jersey, April 18, 1951

Education: Cornell University, Ithaca, New York, B.A. magna cum laude and with distinction in all subjects, 1974
Cambridge University, Cambridge, England, M.A. with high honors, 1976, 1980;
Georgetown University Law Center, Washington, D.C., J.D. 1979.

Legal Experience:

Law Clerk to Honorable Lawrence A. Whipple, United States District Court for the District of New Jersey, 1979-80;
Associate, Olwine Connelly Chase O'Donnell & Weyher, New York, 1980-81;
Associate, Reboul MacMurray Hewitt Maynard & Kristol, New York, 1981-84;
Associate, Richards & O'Neil, New York, 1984-1985
Partner, Richards & O'Neil, 1985-90;
Partner, Coblence & Warner, New York, 1990-2001;
Co-Founding Partner, Hanly Conroy et al. New York, 2002-2014;
Chairman and Co-Founding Partner, Simmons Hanly Conroy, 2014 to date.

Bar Admissions:

New York (1980); Texas (2001); numerous federal district courts and Second Circuit Court of Appeals.

Areas of Experience and Specialization:

Complex civil litigation involving wide variety of commercial and financial issues, antitrust, unfair competition, copyrights, trademarks and products liability, including pharmaceuticals and asbestos
In excess of 50 complex civil cases tried to verdict

From 1981 to 2001 national trial and coordinating defense counsel to multinational former manufacturer of asbestos products; compensated on hourly basis.
From 2002 to date almost exclusively plaintiffs' contingency fee counsel in wide variety of matters including RICO, breach of fiduciary duty, contracts, securities, consumer fraud, pharmaceutical and asbestos litigations and other mass torts

Regular lecturer/panelist on effective trial strategy in complex litigation

Appointed by federal district courts to plaintiff leadership positions in multi-district litigations, including MDL 2244 (Pinnacle Products Liability Hip Litigation), MDL 1699 (Bextra and Celebrex Products Liability Litigation), MDL 1598 (Ephedra Products Liability Litigation), and MDL 1570 (September 11, 2001 Terrorism Litigation).

Listed in New York Super Lawyers 2007 through 2014

JAYNE CONROY| jconroy@simmonsfirm.com

Attorney with 30 years of experience, representing clients from all 50 states in complex litigation and mass tort actions.

CAREER HIGHLIGHTS

- Over $500 million recovered for clients nationwide
- Appointed to 13 multidistrict litigation plaintiff leadership positions
- Representation of several thousand victims of September 11, 2001 in a multi-district litigation against the financial sponsors of terrorism and in a separate litigation against the airlines and airport security companies
- Serves as court-appointed leadership on behalf of consumers in cases of national scope including GMO Corn Litigation, Toyota Unintended Acceleration, Pinnacle Hip Implant Injuries, and others.

WORK EXPERIENCE

Simmons Hanly Conroy, LLC Alton, IL
Named Shareholder | July 2014 – present

Hanly Conroy Bierstein Sheridan Fisher & Hayes New York, NY
Co-Founder | 2002 – July 2014

EDUCATION

New England School of Law Juris Doctorate, May 1985

Dartmouth College Bachelor of Arts, May 1980

LITIGATION LEADERSHIP

· ***In re Volkswagen "Clean Diesel" Marketing, Sales Practices, And Products Liability Litigation***, MDL 2672 (N.D. Cal. 2015) (court-appointed member of Plaintiffs' Steering Committee);

· ***In re Syngenta AG MIR162 Corn Litigation***, MDL 2591 (D. Kan. Jan. 21, 2015) (court-appointed member of Plaintiffs' Executive Committee);

• ***In re Lipitor Products Liability Litigation***, MDL 2502 (D.S.C. April 9, 2014) (court-appointed member of Plaintiffs' Executive Committee);

· ***In re Zoloft Products Liability Litigation***, MDL 2342 (E.D. Pa. 2012) (court-appointed member of Plaintiffs' Steering Committee);

· ***In Re Propecia (Finasteride) Product Liability Litigation***, MDL 2331 (E.D.N.Y. 2012) (court-appointed State/Federal Liaison);

• ***In re Pelvic Repair System Products Liability Litigation***, MDL 2325, 2326 & 2327 (S.D. W. Va. 2012) (court-appointed member of Plaintiffs' Steering Committee);

LITIGATION LEADERSHIP CONT'D

• ***In re Actos Products Liability Litigation***, MDL 2299 (W.D. La.) (court-appointed member of Plaintiffs' Steering Committee);

• ***In re DePuy Pinnacle Hip Implant Products Liability Litigation***, MDL 2244 (N.D. Tex.) (court-appointed member of Plaintiffs' Executive Committee);

• ***In re DePuy ASR Hip Implant Products Liability Litigation***, MDL 2197 (N.D. Ohio) (court-appointed member of Plaintiffs' Steering Committee and Settlement Committee);

• ***In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf Of Mexico, on April 20, 2010 Litigation***, MDL 2179 (E.D. La.) (co-chair of Environmental Testing Committee);

• ***In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Product Liability Litigation***, MDL 2151 (C.D. Cal.) (court-appointed member of Lead Counsel Committee for Economic Loss Claims);

• ***In re Gadolinium-Based Contrast Agents Products Liability Litigation***, MDL 1909 (N.D. Oh.) (court-appointed member of Plaintiffs' Steering Committee);

• ***In re Zyprexa Litigation***, MDL 1596 (E.D.N.Y.) (court-appointed member of Plaintiffs' Steering Committee in related third-party action);

• ***In re Bextra and Celebrex Products Liability Litigation***, MDL 1699 (N.D. Cal.) (court-appointed State/Federal Liaison);

COURT & BAR ADMISSIONS

- Massachusetts, 1985
- U.S. District Court, District of Massachusetts, 1986
- U.S. Court of Appeals, First Circuit, 1986
- U.S. District Court, District of Columbia, 1996
- New York, 1996
- U.S. District Court, Southern and Eastern Districts of New York, 1996
- U.S. District Court, District of Columbia and U.S. Court of Federal Claims, 2003

AWARDS

- National Law Journal's Outstanding Women Lawyers List, 2015
- National Law Journal's Elite Trial Lawyer, Simmons Hanly Conroy, 2014-2015.

- New York Metro Super Lawyer, 2010 – 2015

ANDREA BIERSTEIN
SIMMONS HANLY CONROY LLC
112 Madison Ave., 7th Floor
New York, New York 10016
abierstein@simmonsfirm.com

EXPERIENCE

Simmons Hanly Conroy, New York, NY
2014 – Present
Shareholder, plaintiff-side mass tort and class action litigation

Hanly Conroy Bierstein Sheridan Fisher & Hayes LLP, New York, NY
2003 – 2014
Partner, plaintiff-side mass tort and class action litigation

Kirby McInerney & Squire, New York, NY
1996-2002
Plaintiff-side class action litigation

Western New England College School of Law, Springfield, MA
Associate Professor: August 1995 -July, 1996
Assistant Professor: August 1992-July 1995

Friedman & Kaplan (*now* Friedman Kaplan Seiler & Adelman LLP), New York, NY
February 1988 - June 1992
General commercial litigation

Paul, Weiss, Rifkind, Wharton & Garrison, New York, NY
September 1984 - January 1988
General commercial litigation

EDUCATION

New York University School of Law, New York, NY
J.D. *cum laude*, May 1984
Order of the Coif
John Norton Pomeroy Prize
Managing Editor, Review of Law & Social Change

Princeton University, Princeton, N.J.
A.B. (History), June 1978

MISCELLANEOUS

Bar Admissions: New York, Massachusetts, S.D.N.Y., E.D.N.Y., 2d, 3d, 9th, & 11th Cirs.

Publication: Millennium Approaches: The Future of the Voting Rights Act After *Shaw*, *DeGrandy*, and *Holder*, 46 Hastings Law Journal 1457 (1995).

THOMAS I. SHERIDAN, III

PROFESSIONAL EXPERIENCE

SIMMONS HANLY CONROY LLC 2014 to Present
Litigation Partner

HANLY CONROY BIERSTEIN & SHERIDAN LLP 2004 to 2014
Litigation Partner

TORYS LLP 1992 to 2004
Litigation Partner

RICHARDS & O'NEIL 1978 to 1992
Litigation Partner

UNITED STATES CIRCUIT JUDGE THOMAS J. MESKILL 1976 to 1978
Law Clerk

EDUCATION

Fordham University School of Law 1976
Doctor of Jurisprudence
Fordham Law Review, Associate Editor
Honors: Dean's List

St. Michael's College 1973
Bachelor of Arts (English Major)
Honors: Cum Laude, Dean's List

ADMITTED TO PRACTICE

- New York, 1977
- U.S. Supreme Court, 1980
- U.S. Court of Appeals, Second Circuit, 1982
- U.S. Court of Appeals, Third Circuit, 2015
- U.S. Court of Appeals, Seventh Circuit, 2008
- U.S. Court of Appeals, Eighth Circuit, 2012
- U.S. Court of Appeals, Ninth Circuit, 2009
- U.S. District Court, Southern District of New York, 1978
- U.S. District Court, Eastern District of New York, 1986

PROFESSIONAL ACCOMPLISHMENTS

Teaching

- Adjunct Professor of Law, Fordham University School of Law, Products Liability

Publications

- *Disloyal Employees Risk All*, New York Law Journal, February 23, 2004
- *When Attorney-Client Privilege Fails to Shield*, New York Law Journal, June 23, 2003
- *E-Commerce - The U.S. Anticybersquatting Law*, 4 Canadian International Lawyer 61, 2000

SARAH BURNS, ESQ.

509 Highland Ridge Dr., St. Louis, MO 63011 | 314-954-6302 | sburns@simmonsfirm.com

LEGAL EXPERIENCE

Simmons Hanly Conroy LLC
Attorney 2008-present

- Handles complex litigation on state and federal levels in mass tort multidistrict litigation, consumer class action litigation, intellectual property litigation and other complex business torts.
- Manages the entire scope of litigation, from pre-suit evaluation, crafting pleadings, discovery, trial and the appeal process.
    - Reviews complex cases, evaluates facts and law, then structures a floor to ceiling case strategy and complaint, including potential causes of actions damages theories;
    - Develops and implements electronic discovery protocols enabling the management and review of millions of documents;
    - Manages and works with multi-member team of assistants, paralegals, researchers, and attorneys to push all aspects of discovery, pleadings, and trial;
    - Organizes and prepares appeal papers.
- Harnesses an in-depth understanding of the law and its systems using a practical, real world approach to find value-driven solutions to complex problems.
- Results totaling in the tens of millions of dollars against some of the largest companies including Google, Apple, Amazon, Syngenta, and Volkswagen.

Harness Dickey &Pierce LLP
Attorney 2004-2005

- Conducted patent preparation and prosecution for international pharmaceutical and agribusiness companies;
- Coordinated with foreign counsel to secure consistent preparation and prosecution of patent portfolios for these companies across six continents.

REPRESENTATIVE CASES

- *In re: Volkswagen "Clean Diesel"* MDL 15-MD-2672-CRB (JSC)
- *In re: Syngenta AG MIR162 Corn Litigation* MDL 14-MD-2591-JWL (JPO)
- *In re: New York Opioid Product Liability Litigation* Index No. 613760/2016

LICENSURE & ADMITTANCE

- Missouri
- United States Patent Bar
- United States Court of Appeals for the Federal Circuit
- U.S. Judicial Panel for Multidistrict Litigation
- U.S. District Court, Eastern District of Missouri
- U.S. District Court, Northern District of Indiana
- U.S. District Court, Middle District of North Carolina
- U.S. District Court, Western District of Missouri
- U.S. District Court, District of Kansas

EDUCATION

University of Tulsa, College of Law
Juris Doctor, 2004 *with honors*
University of Missouri Columbia
Bachelor of Science, 2001 *Biochemistry*

PROFESSIONAL SERVICE

- Emerging Leader, Institute for Complex Litigation & Mass Claims, Emory University School of Law, 2017-present
- Volunteer Lobbyist, American Association for Justice, Washington D.C. 2017
- *Missouri Lawyers' Weekly* "Up & Coming Attorney" Award, Oct. 2017

PROFESSIONAL MEMBERSHIPS

- The American Association for Justice
- Missouri Trial Lawyers Association
- Missouri Bar Association
- Illinois Trial Lawyers Association

Crueger Dickinson



COMPLEX LITIGATION

What is complex litigation? There is no single definition, but the common denominator is a substantial amount of money or an important issue that the parties need to resolve. These cases also typically present novel questions of fact or law that drive the dispute. At Crueger Dickinson, we have decades of experience working with the competing interests and identifying the unique factual or legal issues that must be resolved to bring these types of cases to a successful conclusion. We take on the largest corporations in the United States and have a proven track record of success.

Crueger Dickinson focuses on high stakes litigation in the areas of:

- Pharmaceutical Litigation
- Litigation on Behalf of County Governments
- Class/Mass Actions
- Business Disputes
- Insurance
- Fraud
- ERISA
- Product Liability
- Professional Negligence
- Intellectual Property

Crueger Dickinson

CHARLES CRUEGER



cjc@cruegerdickinson.com

414 210 3900

Charles Crueger is an owner and founding partner of Crueger Dickinson LLC, a firm founded to focus on large, high stakes litigation around the United States. In his current practice, he represents dozens of counties around the United States in litigation against pharmaceutical manufacturers of prescription opioids for their role in causing the opioid epidemic in the United States. In addition to these important cases, Mr. Crueger maintains a national class action practice involving employee misclassification, ERISA, violations of deceptive trade practices laws, fraud, insurance, contract, business torts, products liability and civil RICO cases. Mr. Crueger is an accomplished trial lawyer and has tried numerous cases to verdict in courts around the United States. For example, just months after founding Crueger Dickinson, Mr. Crueger, along with his partner Erin Dickinson, obtained a favorable jury verdict on behalf of a class of pension holders in an ERISA class action trial where liabilities exceed $1 Billion. The firm he heads focuses on complex cases and trial readiness.

NOTABLE PROFESSIONAL EXPERIENCE

- Lead counsel representing dozens of counties in litigation against pharmaceutical manufacturers of prescription opioids for their role in causing the opioid epidemic.
- Jammal, et. al., v. American Family Insurance Group, et. al., No. 1:13-CV-437 (N.D. of Ohio) (lead counsel representing plaintiffs in ERISA class action alleging that defendants denied them retirement and other benefits by misclassifying them as independent contractors. After certifying a class of over 7,000 agents and a three week trial, the district court found that American Family misclassified the agents and treated them as employees for purposes of ERISA. This is the first successful class action trial on whether an insurer misclassified its captive agent force. Plaintiffs' claim that the value of the pension benefits under an ERISA plan exceeds $1 billion.)
- Roberts et. al. v. Electrolux Home Products, Inc., No. 8:12-cv-01644 (C.D. of Ca.) (represented plaintiff in class action over dryer fires; the case resulted in a beneficial settlement for the class).
- Feldmann Engineering & Manufacturing Co., Inc.. v. Ardisam, Inc., No. 3:14-CV-00727 (W.D. Wis.) (represented plaintiff in patent infringement action that settled before trial).
- Ormco Corp. v. Align Tech., Inc., 498 F.3d 1307 (Fed. Cir.) (obtained reversal of adverse judgment and represented plaintiff on remand that resulted in a favorable jury verdict and settlement in excess of $90M; also invalidated patent claims asserted by defendant).
- Briggs & Stratton Corp. v. Kohler Co., (W.D. Wis.) (represented plaintiff through a jury trial in successful patent infringement action involving small engine technology).
- Kestrel Coal Pty. v. Joy Global, 362 F.3d 401 (7th Cir.) (obtained rare reversal of a lower court's order allowing discovery in the United States for use in lawsuit pending in Australia).

Crueger Dickinson

CHARLES CRUEGER, CONTINUED

- Beloit Liquidating Trust v. Grade, 2004 WI 39, 270 Wis. 2d 356 (part of litigation team that obtained favorable result in the leading director and officer liability case in Wisconsin).
- Globe Life and Accident Ins. Co. v. United States, 52 Fed. Cl. 132 (successfully defended $8 million tax refund claim following a two-week trial).
- American Express v. United States, 47 Fed. Cl. 127 (successfully defended $200 million tax refund claim involving accounting methods for credit card fees).

SELECTED PUBLICATIONS

- "The Long Arm of Personal Jurisdiction in IP Litigation", IP Law360 (October 26, 2010)
- "A Commentary on the Economic Loss of Doctrine Under the Rule of Cease Electric and Cascade Stone", 89 Marq. L. Rev. 137 (2005)

EDUCATION

- University of Wisconsin Law School (J.D., cum laude, 1997; Order of the Coif; Wisconsin Law Review)
- University of Wisconsin-Madison (B.A., with distinction, 1993)

HONORS AND RECOGNITIONS

- Recognized in Super Lawyers Magazine as a "Super Lawyer" 2015 - 2017
- Recognized in "Best Lawyers in America"
- Recognized in Super Lawyers Magazine as a "Rising Star" 2006 - 2007

STATE BAR ADMISSIONS

Wisconsin

FEDERAL COURT ADMISSIONS

Eastern District of Wisconsin
Western District of Wisconsin
Northern District of Illinois
Court of Federal Claims
U.S. Court of Appeals for the Third, Sixth, Seventh, and Federal Circuits
U.S. Tax Court
U.S. Supreme Court

Crueger Dickinson

ERIN DICKINSON



ekd@cruegerdickinson.com

414 210 3767

Erin Dickinson is an owner and founding partner of Crueger Dickinson LLC, a firm founded to focus on large, high stakes litigation around the United States. Her current practice is focused on representing dozens of counties around the United States in litigation against pharmaceutical manufacturers of prescription opioids for their role in causing the opioid epidemic in the United States. In addition to her role in pharmaceutical litigation Ms. Dickinson maintains a national class action practice involving employee misclassification, ERISA, violations of deceptive trade practices laws, fraud, insurance, contract, business torts, products liability and civil RICO cases. Ms. Dickinson is an accomplished trial lawyer and has tried numerous cases to verdict in courts around the United States. For example, just months after founding Crueger Dickinson, Ms. Dickinson along with her partner Charles Crueger, obtained a favorable jury verdict on behalf of a class of pension holders in an ERISA class action trial where liabilities exceed $1 Billion. The firm she heads focuses on complex cases and trial readiness.

NOTABLE PROFESSIONAL EXPERIENCE

- Lead counsel representing dozens of counties in litigation against pharmaceutical manufacturers of prescription opioids for their role in causing the opioid epidemic.
- Jammal, et. al., v. American Family Insurance Group, et. al., No. 1:13-CV-437 (N.D. of Ohio) (lead counsel representing plaintiffs in ERISA class action alleging that defendants denied them retirement and other benefits by misclassifying them as independent contractors. After certifying a class of over 7,000 agents and a three week trial, the district court found that American Family misclassified the agents and treated them as employees for purposes of ERISA. This is the first successful class action trial on whether an insurer misclassified its captive agent force. Plaintiffs' claim that the value of the pension benefits under an ERISA plan exceeds $1 billion.)
- Lead counsel in a variety of nationwide class action cases in a variety of areas including ERISA, products liability, financial fraud and civil RICO issues.
- Successfully represented majority shareholders in a federal court jury trial involving business torts and Lanham Act claims where Defendants' exposure exceeded $20M. Case resulted in unanimous defense verdict in favor of Ms. Dickinson's client and a finding of zero liability.
- Litigation counsel for a patent holder in a patent infringement lawsuit involving orthodontic software. Case resulted in a favorable jury verdict and subsequent settlement of litigated claims in excess of $90M.

Crueger Dickinson

ERIN DICKINSON, CONTINUED

- Lead counsel who achieved a nationwide class action settlements on a variety of cases where millions of allegedly defective products were at issue including cases involving automobiles, house hold appliance and other consumer products.
- Trial counsel for hospital systems in Texas, Missouri and Kansas in numerous professional negligence, tort and wrongful death cases

EDUCATION

- University of Texas School of Law (J.D. 2000)
- University of Wisconsin-Madison (B.A., with honors, 1996)

STATE BAR ADMISSIONS

Wisconsin
Missouri
Texas

FEDERAL COURT ADMISSIONS

Eastern District of Wisconsin
Western District of Wisconsin
Northern District of Illinois
Western District of Texas
Western District of Missouri
Northern District of Ohio
Seventh Circuit Court of Appeals
Sixth Circuit Court of Appeals

HONORS AND RECOGNITIONS

- Recognized by Super Lawyers Magazine as a "Super Lawyer" 2016-2017
- Recognized as one the 2016 "Best Lawyers in America"
- Recognized by Super Lawyers Magazine as a "Rising Star," 2012-2015
- Recipient of the 2014 Women in the Law award given by the Wisconsin Law Journal

Crueger Dickinson

KRISTA BAISCH



kkb@cruegerdickinson.com

414 210 4367

Krista Baisch is a trial attorney and partner at Crueger Dickinson LLC, a firm focusing on large, high stakes litigation around the United States. Ms. Baisch practices complex litigation in state and federal courts around the country. She has represented clients in contract disputes, shareholder disputes, patent litigation, commercial torts, civil rights, medical malpractice, product liability, construction litigation, personal injury, and general business litigation. Her current practice is focused on representing dozens of counties around the United States in litigation against pharmaceutical manufacturers of prescription opioids for their role in causing the opioid epidemic in the United States. Ms. Baisch has significant experience representing counties and municipalities in her career, including defending the interests of Wisconsin's Counties in a broad range of matters. Most notably, she was part of the successful trial team in Howard v. Dane County wherein an inmate alleged ADA claims related to wheel chair access at the Dane County Jail and more than nine times she obtained complete dismissal of Eighth Amendment claims alleged against County Jails or County healthcare providers. She has also successfully defended Wisconsin municipalities in claims relating to civil rights, Title IX, Title VII, safe place statute, the public trust doctrine, and negligence. Through her experience, Ms. Baisch has developed invaluable insight into how private law firms with the right resources and experience can assist governmental entities in the fight against the opioid epidemic.

NOTABLE PROFESSIONAL EXPERIENCE

- Part of team representing more than one-third of Wisconsin's Counties in deceptive marketing practices claims and public nuisance claims against the manufacturers of opioid pharmaceuticals.
- Successfully represented managing general agent in an arbitration trial involving complex issues of business valuation and breach of employment covenants. Trial resulted in a total defense verdict for Ms. Baisch's client.
- Successfully tried multi-million dollar arbitration trial to resolve a complex contract dispute between several large U.S. corporations. Case resulted in total defense verdict, recovery on counter claims and recovery of attorneys' fees for Ms. Baisch's client following three years of litigation and a twelve day trial.

KRISTA BAISCH, CONTINUED

- Obtained dismissal of breach of contract, unjust enrichment and promissory estoppel claims for client. G2 Equities v. Reco Cement Products LLC (N.D. Ill. 2015).
- Lead counsel for software developer in breach of licensing agreement dispute resulting in a favorable resolution for client.
- Obtained dismissal of patent infringement lawsuit. Sonic Foundry, Inc. v. Astute Technology, LLC (W.D. Wis. 2013).
- Obtained dismissal of fourth and fifth amendment claims and affirmance by Seventh Circuit Court of Appeals. Pegues v. Springob (E.D. Wis. 2012); (7th Cir. 2013).
- Williams v. Dane County (W.D. Wis. 2012); Becker v. Frederick (E.D. Wis. 2011); Forshee v. Sarah Kowalski (W.D. Wis.); Vitrano v. Akgulian (E.D. Wis.); LaBelle v. Singer (W.D. Wis. 2012); DeJesus v. Waukesha County (E.D. Wis.); Becker v. Frederick (E.D. Wis. 2011); Owens v. Johnson (W.D. Wis. 2010); Holton v. Scholke (E.D. Wis. 2009): Dismissal of eight amendment claims.
- Juss Us For Justice, et al. v. Milwaukee County, et al.12-CV-349 (E.D. Wis.), successful defense of discrimination claims by child care workers based on failure to state a claim.
- Hall v. Adams, 12-SC-7233 (Dane County), defense of small claims employment discrimination claims.
- Humprhies v. Milwaukee County (E.D. Wis. 2011) (7th Cir. 2012): Dismissal of due process claims; affirmed by the Seventh Circuit.
- Dent v. Milwaukee County, 10-CV-1660 (Jul. 19, 2011); dismissal of negligent supervision and conspiracy claims alleged against Sheriff.
- Pappas v. Milwaukee County, 10-CV-2011 (Feb. 25, 2011); dismissal of Public Trust Doctrine claims against Milwaukee County based on use of lake front land surrounding South Shore Yacht Club.
- Pattie v. Winnebago County, 09-CV-1558 (Nov. 24, 2010); dismissal of claims against County for alleged failure to identify dangerous individual who abused the mother of his children after leaving facility.
- Jacobs v. Bartels, 08-CV-12 (E.D. Wis. Sept. 10, 2009) (aff'd 10-1796 (7th Cir. 2010)); dismissal of access to courts claim against prison Health Services Administrator for the County jail.
- Howard v. Dane County, 07-CV-4792 (Aug. 3, 2009); dismissal of negligence claims alleging failure to treat hip infection. Defense verdict at trial on ADA claim relating to wheel chair access in County Jail.
- Elborough v. Evansville School District, 636 F.Supp.2d 812 (W.D. Wis. 2009); dismissal of Title IX and Due Process claims on summary judgment; Equal Protection and recklessness claims dismissed before trial.
- Brown v. Milwaukee County, 08-CV-10238 (Feb. 10, 2009); dismissal of alleged sexual assault claims.
- Buchanan-Moore v. Milwaukee County, 576 F.Supp.2d (E.D. Wis. 2008) (aff'd 570 F.3d 824 (7th Cir. 2009)); dismissal of due process and negligence claims for releasing an inmate who was a known danger.
- Sheffield v. Evansville School District, 07-CV-1403 (Oct. 10, 2008); dismissal of negligence claims against school district based on immunity doctrine for alleged failure to treat an injury that occurred at school.

EDUCATION

- University of Wisconsin Law School (J.D., cum laude, 2005)
- University of North Carolina at Chapel Hill (B.A., 2002)

STATE BAR ADMISSIONS

Wisconsin

FEDERAL COURT ADMISSIONS

Eastern District of Wisconsin
Western District of Wisconsin
Northern District of Illinois
Seventh Circuit Court of Appeals

HONORS AND RECOGNITIONS

Recognized as a "Rising Star" by Wisconsin Super Lawyers® (2012 – 2017)

KELLER
ROHRBACK
LAW OFFICES ◆ L.L.P.

COMPLEX
LITIGATION

SEATTLE OAKLAND NEW YORK PHOENIX SANTA BARBARA RONAN
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ABOUT KELLER ROHRBACK

Devoted to Justice

"[Keller Rohrback] has performed an important public service in this action and has done so efficiently and with integrity…[Keller Rohrback] has also worked creatively and diligently to obtain a settlement from WorldCom in the context of complex and difficult legal questions…"
In re WorldCom, Inc. ERISA Litigation (Judge Cote)



Keller Rohrback's lawyers excel by being prepared and persuasive. It's a simple formula that combines our strengths: outstanding writing and courtroom skill, together with unparalleled passion and integrity. We have recovered billions of dollars for our clients and have served as lead counsel in many prominent cases, including numerous financial crisis cases against Wall Street banks and mortgage originators. Our lawyers are recognized as leaders in their fields who have dedicated their careers to combating corporate fraud and misconduct. We have the talent as well as the financial resources to litigate against Fortune 500 companies—and do so every day.



Who We Are

Keller Rohrback's Complex Litigation Group has a national reputation as the go-to plaintiffs' firm for large-scale, complex individual and class action cases. We represent public and private investors, businesses, governments and individuals in a wide range of actions, including securities fraud, fiduciary breach, antitrust, whistleblower, environmental and product liability cases. Our approach is straightforward—we represent clients who have been harmed by conduct that is wrong, and we litigate with passion and integrity to obtain the best results possible. Every case is different, but we win for the same reason: we are persuasive. When you hire us, you hire smart, creative lawyers who are skilled in court and in negotiations.

Founded in 1919, Keller Rohrback's over 70 attorneys and about 100 staff members are based in six offices across the country in Seattle, Oakland, Santa Barbara, Phoenix, New York, and Ronan. Over the past century, our firm has built a distinguished reputation by providing top-notch representation. We offer exceptional service and a comprehensive understanding of federal and state law nationwide. We also are well known for our abilities to collaborate with co-counsel and to work together to achieve outstanding results—essential skills in large-scale cases in which several firms represent the plaintiffs. We pride ourselves on our reputation for working smartly with opposing counsel, and we are comfortable and experienced in coordinating high-stakes cases with simultaneous state and federal government investigations. Keller Rohrback attorneys earn the respect of our colleagues and our opponents through our deft handling of the array of complex issues and obstacles our clients face.

ABOUT KELLER ROHRBACK

What We Do

Keller Rohrback's Complex Litigation Group represents plaintiffs in large-scale cases involving corporate wrongdoing. We litigate against companies that pollute, commit fraud, fix prices and take advantage of consumers, employees, and investors. We are passionate advocates for justice. In addition, the Complex Litigation Group regularly calls on attorneys in the firm's other practice areas for expertise in areas such as bankruptcy, constitutional law, corporate transactions, financial institutions, insurance coverage and intellectual property. Our group's access to these in-house resources distinguishes Keller Rohrback from other plaintiffs' class action firms and contributes to the firm's success. We also have a history of working with legal counsel from other countries to vigorously pursue legal remedies on behalf of clients around the globe.

We have won verdicts in state and federal courts throughout the nation and have obtained judgments and settlements on behalf of clients in excess of $23.25 billion. Courts around the country have praised our work, and we are regularly appointed lead counsel in nationally prominent class action cases. Our work has had far-reaching impacts for our clients in a variety of settings and industries, creating a better, more accountable society.

Who We Serve

We represent individuals, institutions, and government agencies. The common denominators of our clients is a desire to see justice done—and to be represented by attorneys who practice law with integrity, honesty, and devotion to serving our clients' interests.



"Despite substantial obstacles to recovery, Keller Rohrback was willing to undertake the significant risks presented by this case…Class Counsel achieved real and substantial benefits for members of the Class. [Their] extensive prior experience in complex class action securities litigation… enabled the Class to analyze and achieve this excellent result." Getty v. Harmon (SunAmerica Securities Litigation) (Judge Dwyer).

ANTITRUST AND TRADE REGULATION

ATTORNEYS

Lynn Lincoln Sarko
Raymond Farrow
Mark Griffin
Cari Campen Laufenberg
Elizabeth A. Leland
Tana Lin
Ryan McDevitt
Karin Swope

Keller Rohrback's antitrust and trade regulation practice represents Plaintiffs in state and federal courts to ensure that consumers get the benefits of free and fair competition in the marketplace. Keller Rohrback has successfully litigated cases on behalf of both consumers and businesses who have been harmed by illegal anti-competitive conduct, such as price fixing, price discrimination, misleading and deceptive marketing practices, and the monopolization and attempted monopolization of markets.

For decades, Keller Rohrback has served as lead counsel, on MDL executive committees, and in other prominent roles in large price-fixing and price discrimination cases.

REPRESENTATIVE CASES

Nurse Wage Litigation: Fleischman v. Albany Medical Center; Cason-Merenda v. Detroit Medical Center (N.D.N.Y.); (E.D. Mich.)

Keller Rohrback was Co-Lead Counsel in these long-running antitrust actions which recovered $105 million in underpaid wages resulting from an alleged conspiracy among hospitals to set the compensation of their nurse employees in Albany, New York, and Detroit, Michigan.

Ferko v. National Ass'n For Stock Car Auto Racing, Inc., No. 02-50 (E.D. Tex.)

Keller Rohrback was Counsel for Plaintiff, a shareholder in Texas Motor Speedway (TMS), in a lawsuit that charged NASCAR with breach of contract, unlawful monopolization, and conspiring with International Speedway Corporation (ISC) to restrain trade in violation of the antitrust laws. The settlement agreement allowed TMS to purchase North Carolina Speedway from ISC and required NASCAR to sanction a Nextel Cup Series race at TMS in the future, relief that was valued at $100.4 million.

In re Vitamins Antitrust Litigation, MDL No. 1285 (D.D.C.)

Keller Rohrback played a significant role in litigating this MDL case, one of the largest and most successful antitrust cases in history. Chief Judge Thomas Hogan certified two classes of businesses who directly purchased bulk vitamins and were overcharged as a result of a ten-year global price-fixing and market-allocation conspiracy. Recoveries for the class through settlement and verdict totaled over $1 billion.

In re Online DVD Rental Antitrust Litigation, MDL No. 2029 (N.D. Cal.)

Keller Rohrback represented purchasers of online DVD rental services accusing Wal-Mart and Netflix of engaging in a market allocation scheme. The class achieved settlements of over $30 million.

"The Court has repeatedly stated that the lawyering in the case at every stage was superb, and does again." *In re Linerboard Antitrust Litigation*, MDL No. 1261, 2004 WL 1221350 *6 (E.D. Pa. June, 2 2004) (Judge DuBois).

REPRESENTATIVE CASES continued

Johnson v. Arizona Hospital and Healthcare Association, No. 07-1292 (D. Ariz.)

Keller Rohrback represented agency nurses who worked at various Arizona hospitals seeking to recover the underpayment of wages resulting from a conspiracy to suppress the cost of agency nurses. The class achieved settlements of more than $26 million.

Molecular Diagnostics v. Hoffman-La Roche, Inc., No. 04-1649 (D.D.C.)

Keller Rohrback served on the Executive Committee of this class action lawsuit on behalf of direct purchasers of thermus aquaticus DNA polymerase (Taq), an essential input to technologies used to study DNA. The lawsuit alleged that various Hoffman-La Roche entities, in concert with the Perkins Elmer Corp., fraudulently procured a patent for Taq with the intent and effect of illegally monopolizing the Taq market. The court approved a $33 million settlement in 2008.

Daisy Mountain Fire District v. Microsoft Corp., MDL No. 1332 (D. Md.)

Keller Rohrback obtained a settlement in excess of $4 million on behalf of a class of Arizona governmental entities that indirectly purchased operating systems and software from Microsoft for overcharges resulting from Microsoft's monopolistic practices. The settlement returned millions of dollars to local government entities at a time of severe budget crisis in the state.

Transamerican Refining Corporation v. Dravo Corp., No. 88-789 (S.D. Tex.)

Keller Rohrback served as Co-Lead Counsel in this class action filed on behalf of all cost-plus purchasers of specialty steel pipe. Fabricators and suppliers of that pipe were sued on allegations of a nationwide price fixing conspiracy. The class, comprised mainly of owners of electric generating plants and oil refineries, achieved a settlement of more than $49 million.

In approving a settlement, Judge Alan McDonald stated, "[T]he Court is impressed by the manner in which the issues have been addressed, the action has been initiated and resolved; and that is, of course, an accolade to the attorneys on both sides of the issue. And, of course, that is the underlying basis for the Court's approval. No one has more respect for the art of settlement than the incumbent of this bench. It is the most difficult of all undertakings by trial lawyers, and settlement always recognizes their composite judgment, oftentimes of nuances which are impossible to articulate. So given the caliber of the attorneys involved on both sides of this matter, the Court is satisfied that if it is good enough for them, it should be good enough for the Court." *In re Soft Drink Bottling Antitrust Litigation* (E.D. Wash. 1990).

APPELLATE PRACTICE

ATTORNEYS

Lynn Lincoln Sarko
T. David Copley
Ben Gould
Ron Kilgard
Cari Campen Laufenberg
Jeffrey Lewis
Derek Loeser
Gretchen Obrist
Erin Riley
Matthew Preusch
Karin Swope

Appeals require specialized skills and experience, and Keller Rohrback has a seasoned appellate team that includes award-winning brief writers and outstanding oral advocates. Our appellate expertise is particularly important in large cases, including complex class actions. Keller Rohrback has the experience and talent to handle any issue that arises involving interlocutory appeals and will work to ensure that any judgment or settlement is affirmed on appeal.

REPRESENTATIVE CASES

Clarke v. Baptist Memorial Healthcare Corp., --F. App'x-- (6th Cir. 2016)

Keller Rohrback overturned the district court's denial of intervention, thus allowing our clients to challenge an earlier denial of class certification.

Baker v. Microsoft Corp., 797 F.3d 607 (9th Cir. 2015)

In this proposed class action arising from a defect in Microsoft's Xbox 360, Keller Rohrback persuaded the Ninth Circuit that the trial court had erred by striking the class allegations from the complaint.

Alcantara v. Bakery & Confectionary Union, 751 F.3d 71 (2d Cir. 2014)

Keller Rohrback successfully defended the trial court's decision and judgment that the Defendants had unlawfully reduced pension benefits.

Gates v. UnitedHealth Group Inc., 561 F. App'x 73 (2d Cir. 2014)

Keller Rohrback persuaded the Second Circuit to reverse the district court's dismissal of our client's claims for medical coverage.

Wurtz v. Rawlings Co., 761 F.3d 232 (2d Cir. 2014)

Keller Rohrback submitted an amicus brief on behalf of the New York State Trial Lawyers Association in support of the appellants. The Second Circuit cited the amicus brief and adopted much of its reasoning in reversing the trial court.

Heckman v. Williamson County, 369 S.W.3d 137 (Tex. 2012)

Keller Rohrback represented a proposed class of indigent criminal Defendants who challenged the constitutionality of a number of pretrial procedures. Keller Rohrback persuaded the Texas Supreme Court to reverse the Texas Court of Appeals and allow the Plaintiffs to proceed with their claims.

Braden v. Wal-Mart Stores, Inc., 588 F.3d 585 (8th Cir. 2009)

Keller Rohrback represented a class of Wal-Mart employees who alleged that Wal-Mart's 401(k) plan charged them excessive fees. Keller Rohrback convinced the Eighth Circuit to reverse the trial court and reinstate the employees' claims.

In re Syncor ERISA Litigation, 516 F.3d 1095 (9th Cir. 2008)

Keller Rohrback represented a group of workers who alleged that their employer had violated the law by investing their retirement savings in the employer's stock. Keller Rohrback convinced the Ninth Circuit to reverse the dismissal of the trial court and reinstate the workers' claims.

BANKRUPTCY-RELATED LITIGATION

ATTORNEYS

Laurie Ashton
Gary A. Gotto
Christopher Graver

Keller Rohrback attorneys have deep and broad experience litigating in the bankruptcy courts on behalf of debtors, creditors, and creditor committees, as well as on behalf of Plaintiffs whose claims were interrupted by bankruptcy petitions. Our experience includes representing class claimants in numerous large-scale bankruptcies. These representations have involved virtually all areas of sophisticated bankruptcy practice, including: (i) pursuing relief from an automatic stay to litigate claims in district court; (ii) filing and opposing orders to withdraw the reference to the bankruptcy court; (iii) certifying a claimant class in bankruptcy; (iv) asserting rights to officer, director, or fiduciary insurance policies between conflicting bankruptcy claimants; (v) evaluating and negotiating proposals for debtor financing, cash collateral orders, estate sale orders and other bankruptcy administrative matters; (vi) defending against subordination claims, and; (vii) negotiating acceptable terms of a plan of reorganization with the debtors' committee, creditors' committees, and other constituencies.

Keller Rohrback's bankruptcy attorneys also have extensive experience in a wide variety of matters involving corporate restructuring and commercial bankruptcies. Our bankruptcy clients range from tort claimants to operating entities to institutional lenders. Examples include representation of the official committee of victims of clergy sexual abuse in the Chapter 11 reorganization of a Catholic diocese, the debtors in a reorganization of fifty commercial real properties across the nation; and a national services company in the acquisition of a competitor's assets in a bankruptcy court-approved sale in the Northern District of California.

In addition to the representative cases listed below, Keller Rohrback has achieved similar results in numerous other bankruptcy proceedings involving corporations such as Global Crossing Ltd., Mirant Corp., Delphi Corp., and Fremont General Corp.

REPRESENTATIVE CASES

In re Enron Corp., No. 01-16034 (Bankr. S.D.N.Y.)

Keller Rohrback obtained stay relief to pursue litigation in the Southern District of Texas and defended against a motion to subordinate claims. Keller Rohrback achieved a settlement for the class that included the allowance of a $265 million claim in the Enron bankruptcy.

In re WorldCom, Inc., Nos. 02 Civ. 3288(DLC), 02 Civ. 8981(DLC) (Bankr. S.D.N.Y.)

Keller Rohrback defended against a motion to subordinate claims and successfully negotiated a simultaneous resolution of claims in the bankruptcy and district courts against third parties in the total amount of $48 million.

In re Nortel Networks, Inc., No. 09-10138(KG) (Bankr. D. Del.)

Keller Rohrback represented class claimants in simultaneous insolvency proceedings in Canada under the Companies' Creditors Arrangement Act and bankruptcy court in the District of Delaware. Keller Rohrback obtained stay relief to pursue litigation in the Middle District of Tennessee and ultimately settled class claims in Tennessee for over $21 million.

In re Washington Mutual, Inc., No. 08-12229(MFW) (Bankr. D. Del.)

Keller Rohrback sought stay relief to pursue litigation in the Western District of Washington and pursued claims in bankruptcy court in Delaware, resulting in a simultaneous resolution of claims in the bankruptcy and district courts for $20 million.

CONSUMER PROTECTION CLASS ACTIONS KR

ATTORNEYS

Lynn Lincoln Sarko
Derek Loeser
Gretchen Freeman Cappio
T. David Copley
Juli Farris
Raymond Farrow
Eric Fierro
Alison Gaffney
Laura Gerber
Mark Griffin
David Ko
Cari Campen Laufenberg
Elizabeth A. Leland
Tana Lin
Ryan McDevitt
Daniel Mensher
Michael Meredith
Gretchen Obrist
Lisa Faye Petak
Matthew Preusch
Mark D. Samson
Chris Springer
Karin B. Swope
Havila C. Unrein
Gabe Verdugo
Amy Williams-Derry
Michael Woerner



For decades, consumers have trusted the attorneys of Keller Rohrback to protect them from harmful and unfair trade practices. Our firm is a leader in representing consumers in class action lawsuits in diverse areas, including vehicles, children's products, food contamination, drugs, mortgage modifications, identity theft, and data breaches. Keller Rohrback currently represents a wide range of consumers, such as vehicle owners and lessees, parents, environmentalists, fishermen, employees, professors, doctors, and nurses.

Through decades of hard work, ingenuity, and creativity, Keller Rohrback has achieved meaningful results for decades. These results impact not just our clients, but future consumers too; for example, homeowners now benefit from improved loan-modification practices at one of the country's biggest banks as a result of our advocacy.

Keller Rohrback attorneys are frequently featured speakers and presenters at prestigious legal education seminars on class actions, consumer protection, and data privacy.

REPRESENTATIVE CASES

In re Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (N.D. Cal.)

Keller Rohrback filed the first multi-Plaintiff complaint against Volkswagen on September 20, 2015, two days after the defeat device scheme came to light. Our clients are consumers nationwide who allege they have been damaged by Volkswagen's fraudulent use of an emissions "defeat device" in over 500,000 vehicles in the United States and over eleven million worldwide. Keller Rohrback Managing Partner Lynn Sarko serves on the Plaintiffs' Steering Committee for this national litigation.

Jabbari v. Wells Fargo & Company, No. 15-2159 (N.D. Cal.)

Keller Rohrback filed a class action lawsuit against Wells Fargo alleging the bank victimized its customers by opening checking, savings and credit card accounts, and lines of credit without customers' authorization. Keller Rohrback negotiated a $142 million settlement on behalf of consumers, which requires Wells Fargo to refund fees charged to unauthorized accounts, compensate consumers for increased borrowing costs due to credit damage, and provide other substantial compensation. The settlement was preliminarily approved on July 8, 2017, and Keller Rohrback was appointed Class Counsel. Final approval is pending.

REPRESENTATIVE CASES continued

In re JPMorgan Chase Mortgage Modification Litigation, MDL No. 2290 (D. Mass.)

Keller Rohrback served as Co-Lead Counsel in this MDL, representing homeowners who attempted to obtain mortgage loan modifications from JPMorgan Chase and related entities. Plaintiffs alleged breach of contract and violations of consumer protection laws when Defendants failed to timely evaluate or approve mortgage modification applications of homeowners who had completed identified prerequisities. Keller Rohrback achieved a settlement for the class valued at over $500 million.

In re Bisphenol-A (BPA) Polycarbonate Plastic Products Liability Litigation, MDL No. 08-1967 (W.D. Mo.)

Keller Rohrback served on the Plaintiffs' Steering Committee in this MDL on behalf of purchasers of plastic baby bottles and "sippy" cups which contained the chemical bisphenol-A (BPA). The action was favorably settled.

In re Mattel, Inc., Toy Lead Paint Products Liability Litigation, MDL No. 1897 (C.D. Cal.)

Keller Rohrback served as Chair of the Executive Committee in this nationwide MDL against Mattel and Fisher-Price on behalf of purchasers of toys recalled because they were manufactured using lead paint and/or dangerous magnets. On behalf of Plaintiffs, Keller Rohrback achieved a settlement valued at approximately $50 million.

Brotherson v. Professional Basketball Club, L.L.C., No. 07-1787 (W.D. Wash.)

Keller Rohrback represented Seattle Sonics season ticket holders who renewed their 2007–2008 season ticket packages before the team was relocated to Oklahoma City. After Plaintiffs prevailed on summary judgment, the parties negotiated a significant settlement that returned substantial sums to the class.

Telephone Consumer Protection Act Cases, (King Cnty. Super. Ct., Wash.)

Keller Rohrback prosecuted numerous class actions concerning the sending of unsolicited facsimiles in violation of the Washington Telephone Consumer Protection Act, resulting in the issuance of eleven permanent injunctions and the recovery of over $56 million on behalf of injured Plaintiffs.

Ormond v. Anthem, Inc., No. 05-1908 (S.D. Ind.)

Anthem Insurance converted from a mutual company to a stock company on November 2, 2001. More than 700,000 former members of the mutual company sued Anthem, alleging that the cash compensation they received as a result of the demutualization was inadequate. After class certification and shortly before the start of trial, Keller Rohrback and co-counsel settled the action for $90 million.

Corona v. Sony Pictures Entertainment, Inc., No. 14-9600 (C.D. Cal.)

Keller Rohrback served as interim Co-Lead Counsel and Liaison Counsel in this case against Sony Pictures Entertainment, Inc. on behalf of former and current Sony employees affected by the company's highly publicized data breach. Plaintiffs alleged that Sony failed to secure and protect its computer systems, servers, and databases, resulting in the release of the named Plaintiffs and other class members' personal information. Keller Rohrback obtained a significant settlement for the class in October 2015, which was approved in April 2016.

Iacovelli v. SBTickets.com, LLC, No. 15-1459 (Maricopa Cnty. Super. Ct., Ariz.)

Keller Rohrback filed a class action in Arizona state court on behalf of individuals who paid for, but did not receive, tickets to the 2014 Super Bowl (Super Bowl XLIX) from the ticket broker SBTickets. Despite purchasing tickets and receiving numerous representations that their tickets were guaranteed, SBTickets customers were told just days before the game, and in some instances, only hours before kickoff, that their ticket orders would not be fulfilled. The case was settled on favorable terms for the class notwithstanding the Defendant's insolvency and bankruptcy proceedings.

EMPLOYEE BENEFITS

ATTORNEYS

Lynn Lincoln Sarko
Derek Loeser
Laurie Ashton
Gretchen Freeman Cappio
T. David Copley
Alison Gaffney
Laura Gerber
Matthew Gerend
Gary Gotto
Benjamin Gould
Dean N. Kawamoto
Ron Kilgard
David Ko
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Gretchen Obrist
David Preminger
Erin Riley
Karin B. Swope
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Amy Williams-Derry

Keller Rohrback is the preeminent firm for Employee Retirement Income Security Act of 1974 (ERISA) and other benefit class action litigation. Our firm is a pioneer of ERISA class action litigation, with over a billion dollars of pension and health benefits recovered for our clients. Keller Rohrback has played a major role in developing the law and establishing that ERISA's strict fiduciary duties apply to all investments in company-sponsored retirement plans, as well as to benefits in health and welfare plans.

Keller Rohrback is routinely appointed lead or co-lead counsel in major employee benefit class actions. Our work in this complex and rapidly developing area has been praised by our clients, our co-counsel, and federal courts. Managing a complex, large-scale employee benefit case requires knowledge of employee benefit, securities, accounting, corporate, bankruptcy, and class action law. Keller Rohrback has excelled in these cases by developing a deep understanding of ERISA and by drawing on our expertise in numerous related practice areas.

Keller Rohrback attorneys are frequently featured speakers and presenters at prestigious legal education seminars on employee benefit class actions and ERISA.

REPRESENTATIVE CASES

Whetman v. IKON Office Solutions, Inc., MDL No. 1318 (E.D. Pa.)

The wave of 401(k) company stock cases began with *Whetman v. IKON Office Solutions, Inc*. In a first-of-its-kind complaint, we alleged that company stock was an imprudent investment for IKON's 401(k) plan, that the fiduciaries of the plan failed to provide complete and accurate information concerning company stock to the participants, and that they failed to address their conflicts of interest. This case resulted in ground-breaking opinions in the ERISA 401(k) area of law on motions to dismiss, class certification, approval of securities settlements with a carve-out for ERISA claims, and approval of ERISA settlements providing a total recovery to the Plans of $111 million. Judge Katz granted final approval of the settlement on August 9, 2002.

In re Enron Corp. ERISA Litigation, MDL No. 1446 (S.D. Tex.)

Keller Rohrback served as Co-Lead Counsel in this class action filed in the Southern District of Texas. After groundbreaking motions to dismiss decisions and several years of discovery, Keller Rohrback negotiated four separate settlements with different groups of Defendants, resulting in recoveries of over $264 million for the class. Judge Melinda Harmon approved the fifth and final settlement on February 23, 2007.

REPRESENTATIVE CASES continued

In re Lucent Technologies, ERISA Litigation, No. 01-3491 (D.N.J.)

Keller Rohrback served as Co-Lead Counsel in this class action brought on behalf of participants and beneficiaries of the Lucent defined contribution plans who invested in Lucent stock. A settlement providing injunctive relief and the payment of $69 million to the plan was approved by Judge Joel Pisano on December 12, 2003.

In re WorldCom, Inc. ERISA Litigation, No. 02-4816 (S.D.N.Y.)

Keller Rohrback served as Lead Counsel in this class action filed in the Southern District of New York on behalf of participants and beneficiaries of the WorldCom 401(k) Salary Savings Plan who invested in WorldCom stock. Settlements providing for injunctive relief and payments of over $48 million to the plan were approved by Judge Denise Cote on October 26, 2004 and November 21, 2005.

> "[Keller Rohrback] has performed an important public service in this action and has done so efficiently and with integrity...[Keller Rohrback] has also worked creatively and diligently to obtain a settlement from WorldCom in the context of complex and difficult legal questions... [Keller Rohrback] should be appropriately rewarded as an incentive for the further protection of employees and their pension plans not only in this litigation but in all ERISA actions." *In re WorldCom, Inc. ERISA Litigation*, No. 02-4816, 2004 WL 2338151, *10 (S.D.N.Y. Oct. 18, 2004) (Judge Cote).

In re AIG ERISA Litigation, No. 04-9387 (S.D.N.Y.)

Keller Rohrback served as Co-Lead Counsel in this class action filed in the Southern District of New York on behalf of participants and beneficiaries of the AIG 401(k) retirement plans who invested in AIG stock. A settlement providing for injunctive relief and the payment of $25 million to the plans was approved by Judge Kevin T. Duffy on October 8, 2008.

In re AIG ERISA Litigation II, No. 08-5722 (S.D.N.Y.)

Keller Rohrback served as Co-Lead Counsel in this class action filed in the Southern District of New York on behalf of participants and beneficiaries of the AIG 401(k) retirement plans who invested in AIG stock. A settlement providing for injunctive relief and the payment of $40 million to the plans was approved by Judge Laura Swain on September 18, 2015.

Alvidres v. Countrywide Financial Corp., No. 07-5810 (C.D. Cal.)

Keller Rohrback served as Lead Counsel in this class action filed on behalf of participants and beneficiaries of the Countrywide 401(k) plan who invested in Countrywide stock. A settlement providing for injunctive relief and the payment of $55 million to the plan was approved by Judge John F. Walter on November 16, 2009.

In re CMS Energy ERISA Litigation, No. 02-72834 (E.D. Mich.)

Keller Rohrback served as Co-Lead Counsel in this class action filed in the Eastern District of Michigan on behalf of participants and beneficiaries of the CMS defined contribution plans who invested in CMS stock. A settlement providing injunctive relief and a payment of $28 million to the plan was approved by Judge George Caram Steeh on December 27, 2004.

REPRESENTATIVE CASES continued

In re Dynegy, Inc. ERISA Litigation, No. 02-3076 (S.D. Tex.)

Keller Rohrback served as Co-Lead Counsel in this class action filed in the Southern District of Texas on behalf of participants and beneficiaries of the Dynegy defined contribution plans who invested in Dynegy stock. A settlement providing injunctive relief and a payment of $30.75 million to the plan was approved by Judge Sim Lake on March 5, 2004.

In re Fremont General Corporation Litigation, No. 07-2693 (C.D. Cal.)

Keller Rohrback served as Lead Counsel in this class action filed in the Central District of California on behalf of participants and beneficiaries of the Freemont 401(k) plan who invested in Fremont stock. A settlement providing injunctive relief and a payment of $21 million to the plan was approved by Judge Jacqueline Nguyen on August 10, 2011.

In re Global Crossing, Ltd. ERISA Litigation, No. 02-7453 (S.D.N.Y.)

Keller Rohrback served as Co-Lead Counsel in this class action filed in the Southern District of New York on behalf of participants and beneficiaries of the GX defined contribution plans who invested in GX stock. A settlement providing injunctive relief and a payment of $79 million to the plan was approved by Judge Gerard Lynch on November 10, 2004.

In re HealthSouth Corp. ERISA Litigation, No. 03-1700 (N.D. Ala.)

Keller Rohrback served as Lead Counsel in this class action filed in the Northern District of Alabama on behalf of participants and beneficiaries of HealthSouth's retirement plans who invested in HealthSouth stock. A settlement providing injunctive relief and a payment of $28.875 million to the plan was approved by Judge Bowdre on June 28, 2006.

In re Household International, Inc. ERISA Litigation, No. 02-7921 (N.D. Ill.)

Keller Rohrback served as Co-Lead Counsel in this class action filed in the Northern District of Illinois on behalf of participants and beneficiaries of Household's retirement plans who invested in Household stock. A settlement providing injunctive relief and a payment of $46.5 million to the plan was approved by Judge Samuel Der-Yeghiayan on November 22, 2004.

In re Merck & Co., Inc. "ERISA" Litigation, MDL No. 1658 (D.N.J.)

Keller Rohrback served on the Co-Lead Counsel Committee in this class action filed in the District of New Jersey on behalf of participants and beneficiaries of Merck's retirement plans who invested in Merck stock. A settlement providing injunctive relief and a payment of $49.5 million to the plan was approved by Judge Stanley R. Chesler on November 29, 2011.

In re Merrill Lynch & Co., Inc. Securities, Derivative & ERISA Litigation, No. 07-10268 (S.D.N.Y.)

Keller Rohrback served as Co-Lead Counsel in this class action filed in the Southern District of New York on behalf of participants and beneficiaries of Merrill Lynch's defined contribution plans who invested in Merrill Lynch stock. A settlement providing injunctive relief and a payment of $75 million to the plans was approved by Judge Jed S. Rakoff on August 21, 2009.

In re State Street Bank and Trust Co. ERISA Litigation, No. 07-8488 (S.D.N.Y.)

Keller Rohrback served as Co-Lead Counsel in this ERISA breach of fiduciary duty class action filed in the Southern District of New York brought on behalf of participants and beneficiaries in the company's retirement plans. A settlement providing a payment of $89.75 million was approved by Judge Richard J. Holwell on February 19, 2010.

REPRESENTATIVE CASES continued

Overall v. Ascension Health, No. 13-11396 (E.D. Mich.)

Keller Rohrback served as Co-Lead Counsel in this lawsuit that alleged Defendants' claim that the Ascension pension plans are exempt from ERISA's protections because it is a "church plan" is improper because, among other things, Ascension Health is not a church, or a convention or association of churches, and the Ascension Pension Plans were not established by a church or a convention or association of churches. A settlement providing for equitable relief, plus payment of $8 million to the plans was approved by Judge Avern Cohn on April 14, 2015. Keller Rohrback continues to litigate a number of similar cases throughout the country, challenging Defendants' claims that their pension plans are exempt from ERISA.

In re Washington Mutual, Inc. ERISA Litigation, No. 07-1874 (W.D. Wash.)

Keller Rohrback served as Co-Lead Counsel in this ERISA breach of fiduciary duty class action filed in the Western District of Washington on behalf of participants and beneficiaries in the company's retirement plans who invested in Washington Mutual stock. On January 7, 2011, Judge Marsha J. Pechman granted final approval of the $49 million settlement in the ERISA action.

In re Williams Companies ERISA Litigation, No. 02-153 (N.D. Okla.)

Keller Rohrback served as Lead Counsel in this ERISA breach of fiduciary duty class action filed in the Northern District of Oklahoma on behalf of participants and beneficiaries in the company's retirement plans who invested in Williams stock. A settlement providing a payment $55 million in cash, plus equitable relief, was approved by Judge Terence C. Kern on November 16, 2005.

In re Xerox Corporation ERISA Litigation, No. 02-1138 (D. Conn.)

Keller Rohrback served as Co-Lead Counsel in this ERISA breach of fiduciary duty class action in the District of Connecticut on behalf of participants and beneficiaries in the company's retirement plans who invested in Xerox stock. A settlement providing for equitable relief plus a payment of $51 million to the plans was approved by Judge Alvin Thompson on April 14, 2009.

> "The Court finds that [Keller Rohrback] is experienced and qualified counsel who is generally able to conduct the litigation as lead counsel on behalf of the putative class. Keller Rohrback has significant experience in ERISA litigation, serving as co-lead counsel in the Enron ERISA litigation, the Lucent ERISA litigation, and the Providian ERISA litigation, and experience in complex class action litigation in other areas of law" *In re Williams Cos. ERISA Litigation*, No. 02-153, 2002 U.S. Dist. LEXIS 27691, *8 (N.D. Okla. Oct. 28, 2002) (Judge Holmes).

REPRESENTATIVE CASES continued



Fish v. Greatbanc Trust Company, No. 09-1668 (N.D. Ill.)

Keller Rohrback represents participants in the Antioch ESOP in this lawsuit filed in the Northern District of Illinois. Plaintiffs allege that Defendants breached their ERISA fiduciary duties by allowing the Antioch Company to redeem the Antioch shares of non-ESOP shareholders for more than they were worth, leaving the Antioch ESOP as the sole shareholder of a company with a greatly reduced value.

Potter v. ConvergEx, No. 13-9150 (S.D.N.Y.)

Keller Rohrback serves as Co-Counsel in this lawsuit filed in the Southern District of New York that alleges Defendants violated ERISA by "double-charging" for transition management and brokerage services. Defendants funneled trade orders to an offshore subsidiary broker located in Bermuda, which created a "spread" between the actual investment price and the reported price by adding markups/markdowns. While the reported price was confirmed with customers, the actual price was undisclosed and constituted unauthorized additional compensation.

Rader v. Bruister, No. 13-1081 (S.D. Miss.)

This case alleges breach of fiduciary duty and prohibited transactions in connection with the purchase by the Bruister Company ESOP of shares from its founder. In 2014, Keller Rohrback obtained a judgment for approximately $6.5 million after a lengthy bench trial. Collection actions are proceeding on the existing judgment. Defendants appealed the judgment. The appeal was fully briefed and argued in 2015.

"[T]he Court expressly finds that the [Keller Rohrback] attorneys added considerable value to the prosecution of these claims through their briefing, preparation, and courtroom appearances. . . . The [Keller Rohrback] attorneys were skilled and knowledgeable in ESOP litigation . . . ." *Perez v. Bruister*, 2015 WL 5712883, at *4 (S.D. Miss. 2015) (Judge Jordan).

ENVIRONMENTAL LITIGATION

ATTORNEYS

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Daniel Mensher
Ian Mensher
Matthew Preusch
Chris Springer
Amy Williams-Derry
Michael Woerner

Attorneys in Keller Rohrback's Complex Litigation Group have successfully represented individuals, class members, municipalities, and nonprofit organizations in complex and critical environmental litigation. In cases involving oil spills, mishandled hazardous waste, contaminated consumer products, and industrial pollution, Keller Rohrback works to protect human health and the environment. The firm combines its unparalleled experience in consumer protection and its deep knowledge of environmental law, making Keller Rohrback a worldwide leader in litigation to safeguard our environment and the people and animals that rely on it.

REPRESENTATIVE CASES

In re Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Litigation, No. 3:15-md-02672 (N.D. Cal.)

Keller Rohrback filed the first multi-plaintiff complaint against Volkswagen on September 20, 2015, two days after the defeat device scheme came to light. Our clients are consumers nationwide who allege they have been damaged by Volkswagen's fraudulent use of an emissions "defeat device" in over 500,000 vehicles in the United States and over eleven million worldwide. Keller Rohrback's Lynn Sarko serves on the Plaintiffs' Steering Committee for this national litigation.

In re Exxon Valdez, No. 89-95 (D. Alaska)

Keller Rohrback was trial counsel representing fishermen, landowners, and businesses located in Prince William Sound in their action against Exxon to recover damages caused by the Exxon Valdez oil spill. A federal jury awarded a $5 billion judgment in favor of Keller Rohrback clients. At the time, it was the largest punitive damages verdict in U.S. history. Additional claims against the Alyeska Pipeline Service Company were settled for $98 million. More than 25 years after the tragic spill, the Exxon Valdez spill is still considered one of the most devastating human-caused environmental disasters. In addition, Keller Rohrback Managing Partner Lynn Sarko was appointed to serve as the Administrator of the Exxon and Alyeska Qualified Settlement Funds.



Photo: Mark Colman

Andrews v. Plains All American Pipeline, No. 2:15-04113 (C.D. Cal.)

Keller Rohrback serves as co-lead counsel representing fisherman, fish processors, and others affected by the May 2015 spill from Plains All American's Line 901 pipeline in Santa Barbara County. The oil spill contaminated pristine beaches, closed critical fishing grounds, and damaged natural resources throughout the region. Keller Rohrback seeks compensation for victims of the spill for their present and future damages and to hold Plains accountable for the harm it caused to the local economy and environment.

REPRESENTATIVE CASES continued

Meeker v. Bullseye Glass Co., No. 16CV07002 (Multnomah Cnty. Cir. Ct., Oregon)

Keller Rohrback has filed the first and only complaint against Bullseye Glass company for contaminating a residential neighborhood in Portland Oregon by emitting hazardous levels of arsenic, cadmium, lead, chromium, and other toxic materials from its facility. Despite using thousands of pounds a year of dangerous heavy metals, Bullseye Glass has used no pollution control technology at all for more than four decades. Using innovative air and soil monitoring, Keller Rohrback is helping this neighborhood to protect itself and hold Bullseye accountable for the harm it has caused.

Wishtoyo Foundation v. Magic Mountain, No. 2:12-05600 (C.D. Cal.)

Keller Rohrback worked with a team of environmental lawyers on behalf of Los Angeles-based clients who successfully negotiated a groundbreaking settlement with Six Flags Magic Mountain to address its stormwater pollution discharged to the Santa Clara River. The settlement significantly reduced the amount of heavy metals and other pollutants entering the Santa Clara from the amusement park by requiring the facility to install state-of-the-art technology, develop and implement a comprehensive site management plan, and fully comply with the Clean Water Act. Additional monetary payments made by Six Flags as a result of the case are being used to perform critical habitat restoration and mitigation projects along the Santa Clara River.

Mapleton Groundwater Litigation (Ruff v. Ensign-Bickford Industries, Inc.), No. 2:99-120B (D. Utah)

Keller Rohrback attorneys successfully litigated a series of groundwater contamination suits against multiple international Defendants accused of releasing hazardous chemicals into the watershed over six decades. The suits were brought on behalf of individuals and their families against Defendants who owned a former explosives plant in Mapleton, Utah. The Plaintiffs alleged that improper waste disposal caused contaminants to seep into the groundwater



Photo: Mark Colman

and that the chemicals caused property damage and non-Hodgkin's lymphoma cancers affecting numerous residents. The matter involved complex scientific issues related to hydrogeology, chemical migration pathways, aquifer dynamics, clean-up methods, and contaminant degradation. The litigation resolved prior to trial after lengthy evidentiary hearings at which Plaintiffs received favorable Daubert rulings.

Clean Water Act Enforcement – General Magnaplate

In partnership with the non-profit Environmental Defense Center, one of the oldest environmental organizations in the United States, Keller Rohrback L.L.P. helped reach a final settlement with General Magnaplate California to control the significant pollutants the company discharged via stormwater into the fragile Santa Clara River. Under the settlement, General Magnaplate agreed to implement enhanced storm water management measures at its electroplating facility to ensure that storm water runoff does not contain high levels of pollutants that pose a threat to human health and the environment. These measures include installing effective treatment technology and repairing paved surfaces. In addition, General Magnaplate will contribute $15,000 to the Rose Foundation for Communities and the Environment to be used to improve the water quality in the Santa Clara River watershed.

GOVERNMENTS AND MUNICIPALITIES

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Amy Williams-Derry

Keller Rohrback has successfully represented government entities in a wide range of complex litigation. Whether fighting environmental contamination, combating antitrust activities, or recovering hundreds of millions of dollars from misleading investments, Keller Rohrback knows how to work effectively and collaboratively with and for government clients Our unparalleled experience in consumer protection, antitrust and other areas of law—plus our hands-on, cooperative approach to litigation—have made our firm an effective partner for governments, sovereign nations and government-sponsored entities (GSEs).

REPRESENTATIVE CASES

In re National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio)

Keller Rohrback Managing Partner Lynn Sarko serves on the Plaintiffs' Executive Committee in this multi-district litigation, which includes governments throughout the nation that have been damaged by the current opioid crisis. Opioid manufacturers' and distributors' dubious marketing and aggressive sales of prescription opioids significantly contributed to the epidemic. Keller Rohrback has filed complaints on behalf of King County, Skagit County, Pierce County, Thurston County, and Clark County, as well as the Cities of Tacoma, Mount Vernon, Sedro-Woolley, and Burlington—all in Washington State. The firm has also filed on behalf of the Arizona Municipal Risk Retention Pool, a risk pool comprised of 76 cities and towns in Arizona.

State of Oregon v. Monsanto Company et al., No. 18CV00540 (Multnomah Cnty. Cir. Ct., Oregon)

Keller Rohrback, and the State of Oregon filed suit against Monsanto seeking to hold the chemical giant responsible for the toxic contamination it created across the state. Monsanto, the sole manufacturer of Polychlorinated Biphenyls (commonly known as PCBs), hid the dangers of this widely used suite of chemicals. PCBs are found in river sediments and measured in the tissues of fish and wildlife throughout the state. Oregon's Attorney General, Ellen Rosenblum, appointed Keller Rohrback attorneys Amy Williams-Derry, Derek Loeser and Daniel Mensher, along with attorneys from law firm Stoll Berne, as Special Assistant Attorneys General to represent the state in this critical litigation.



REPRESENTATIVE CASES continued

The Republic of the Marshall Islands v. United States of America et al., No. 14-1885 (N.D. Cal.)

Keller Rohrback represented the Republic of the Marshall Islands (RMI) in an action for breach of the Treaty on the Non-Proliferation of Nuclear Weapons and also represented the RMI in cases at the International Court of Justice against the United Kingdom, India, and Pakistan, for breach of treaty and violations of customary international law. For this ground-breaking work, Keller Rohrback was nominated by the International Peace Bureau for the 2016 Nobel Peace Prize as part of the legal team, together with the RMI's former Foreign Minister, Tony deBrum.

Federal Home Loan Bank Litigation

Keller Rohrback has represented several Federal Home Loan Banks ("FHLBs") in mortgage-backed securities litigation across the country against dozens of issuers, underwriters, and sponsors of these complex instruments. Representing these GSEs simultaneously in multiple state and federal courts has required us to approach coordinated, complex litigation by mastering the law of various jurisdictions and pressing similar claims, albeit under different governing law, in multiple fora at the same time. The FHLB complaints named more than 120 defendants and involved over 200 securities with a collective original face value of over $13 billion. The relief sought by the FHLBs includes rescission and damages under state blue sky laws and the federal securities laws. We have recovered hundreds of millions of dollars on behalf of our clients to date.

The Navajo Nation v. Urban Outfitters, Inc., et al., No. 12-00197 (D. N.M.)

Keller Rohrback represented the Navajo Nation against Urban Outfitters and its Anthropologie and Free People subsidiaries, alleging that these retailers infringed the Nation's trademarks by marketing inauthentic jewelry, handbags, flasks, and clothing using the NAVAJO mark. A settlement resolved the Nation's claims, and the parties agreed to enter a supply agreement that requires Urban Outfitters to purchase authentic goods from tribal artisans.

Daisy Mountain Fire District v. Microsoft Corp., MDL No. 1332 (D. Md.)

Keller Rohrback obtained a settlement in excess of $4 million on behalf of a class of Arizona governmental entities that indirectly purchased operating systems and software from Microsoft for overcharges resulting from Microsoft's monopolistic practices. The settlement returned millions of dollars to local government entities at a time of severe budget crisis in the state.

In re Liquid Aluminum Sulfate Antitrust Litigation, MDL No. 2687 (D.N.J.)

In early 2016, Keller Rohrback filed numerous class action complaints in the federal courts on behalf of several municipalities in the states of Washington, California and Arizona, including the cities of Tacoma, Everett, Spokane,



REPRESENTATIVE CASES continued

Phoenix, Scottsdale, Mesa and Sacramento. These complaints assert claims against the major manufacturers of liquid aluminum sulfate ("LAS") who are alleged to have engaged in a conspiracy to artificially inflate the price of this essential chemical used in municipal water treatment. The complaints allege a conspiracy going as far back as 1997 and through at least 2010. As a result of these antitrust violations, municipalities—and their taxpayers—have allegedly overpaid millions of dollars to the co-conspirators for the aluminum sulfate they purchased during the long life of this conspiracy. The complaints seek to recover the money the municipalities paid in excess of the competitive price for LAS, and to ensure that such companies do not abuse the public bidding process again for their own gains.

King County v. Lexington Insurance Co., Allied World Assurance Co., Inc., and CH2M Hill. No. 15-2-03541 (Wash. Super. Court)

Keller Rohrback represented King County, Washington, in a multi-million-dollar insurance coverage and bad faith lawsuit arising from a disaster at the County's Brightwater Wastewater Treatment Facility. Our litigation returned millions of dollars to the taxpayers and allowed the County to upgrade its treatment facility to prevent future malfunctions.

Village of Rockton, Illinois vs. Sonoco Products Company, Case No. 14-50228 (N.D.Ill.)

Keller Rohrback represented the Village of Rockton in its efforts to make Sonoco Products Company, a paper and plastics manufacturing company, clean up the toxic mess it left when it abandoned its facility in the heart of the Village. Although the Illinois Environmental Protection Agency concluded that the levels of contamination at the site far exceeded state and federal laws and were threatening to spread to other sites in town and pollute the river, Sonoco refused to take any action. That changed, however, when Keller Rohrback began working on the case.

Using the experience and skills of the attorneys at KR, the Village took matters into its own hands and commenced legal action against Sonoco to protect the health and well-being of its dynamic community. As a result of Keller Rohrback's intervention, Sonoco has cleaned up the site and left the Village of Rockton a now safer and better place. Our firm is committed to making communities like Rockton clean and healthy places to live and visit.

INTERNATIONAL LAW

ATTORNEYS

Lynn Lincoln Sarko
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Juli Farris
Gary A. Gotto
Ian Mensher

Keller Rohrback has experience in international forums. Keller Rohrback clients included sovereign nations, state and local governments, sovereign Native American tribes, and quasi-governmental agencies where international agreements or other tort or statutory claims are at issue.

Keller Rohrback has been honored to represent sovereigns in litigation and arbitration matters involving governmental and business entities. The firm's attorneys have argued cases in the International Court of Justice and pursued a breach of treaty claim on behalf of a sovereign nation. Keller Rohrback is also investigating environmental contamination claims on behalf of a sovereign nation.

Keller Rohrback attorneys have also represented clients in international arbitration proceedings, including International Centre for Dispute Resolution and International Chamber of Commerce arbitrations, as well as ad hoc arbitrations conducted under the United Nations Commission on International Trade Law Arbitration Rules. Domestically, these international arbitrations have given rise to related litigation in U.S. courts, including confirmation and enforcement proceedings under the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.



In addition, Keller Rohrback attorneys have represented private clients with international interests in civil litigation in U.S. courts, including state and federal courts in California, New York, Illinois, and Texas. Keller Rohrback attorneys have litigated trademark claims on foreign-registered trademarks in several western European countries and have also succeeded in obtaining rulings to conduct depositions and other discovery in Russia for litigation matters pending in the U.S. federal courts. The firm has also represented claimants in insolvency proceedings in Canada, proceeding under the Companies' Creditors Arrangement Act.

Keller Rohrback is a member firm of several international organizations: the Global Justice Network, a consortium of international counsel working together and across borders for the benefit of victims; the International Financial Litigation Network of attorneys, who handle cross-border litigation in the finance arena; and the Sovereign Wealth Fund Institute, a global organization of asset managers and service providers.

REPRESENTATIVE CASES

The Republic of the Marshall Islands v. United States of America et al., No. 14-1885 (N.D. Cal.)

Keller Rohrback represented the Republic of the Marshall Islands (RMI) in an action for breach of the Treaty on the Non-Proliferation of Nuclear Weapons and also represented the RMI in cases at the International Court of Justice against the United Kingdom, India, and Pakistan, for breach of treaty and violations of customary international law. For this ground-breaking work, Keller Rohrback was nominated by the International Peace Bureau for the 2016 Nobel Peace Prize as part of the international legal team, together with the RMI's former Foreign Minister, Tony deBrum.

SECURITIES AND FINANCIAL FRAUD

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Ron Kilgard
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Ryan McDevitt
Ian Mensher
Michael W. Meredith
Gretchen Obrist
David S. Preminger
Erin Riley
Karin B. Swope
Havila C. Unrein
Amy Williams-Derry

Keller Rohrback enjoys a national reputation for excellence in prosecuting securities and financial fraud matters. We represent a variety of investors ranging from classes of individuals to large institutions. Many of our cases reflect recent financial scandals: we are pursuing claims against a group of international banks for rigging LIBOR; we represent investors in connection with their purchases of billions of dollars of mortgage-backed securities; and we pursued claims on behalf of employee benefit plans in connection with the Madoff Ponzi scheme. While our experience is diverse, our approach is simple and straightforward: we master the factual and legal bases for our claims with a focus on providing clear and concise explanations of the financial fraud and why our clients are entitled to recover.

REPRESENTATIVE CASES & SUCCESSES

Federal Home Loan Bank Litigation

Keller Rohrback has played a prominent role in large securities fraud and other investment cases litigated across the country involving mortgage-backed securities. Keller Rohrback has been retained by several Federal Home Loan Banks (FHLBs) to pursue securities and common law claims against dozens of issuers, underwriters, and sponsors of mortgage-backed securities. The FHLB complaints named more than 120 defendants and involved over 200 securities with a collective original face value of $13 billion. The relief sought by the FHLBs includes rescission and damages under state blue sky laws and the federal securities laws. We have recovered hundreds of millions of dollars on behalf of our clients to date.

In re the Bank of New York Mellon (as Trustee), No. 651786/2011 (N.Y. Sup. Ct.)

Keller Rohrback was a member of the three-firm steering committee addressing significant mortgage repurchase issues that impacted institutional investors. Keller Rohrback represented certificate holders who intervened in a proposed $8.5 billion settlement initiated by Bank of New York Mellon, as Trustee of 530 Countrywide mortgage-backed securities trusts. Our firm played a lead role in discovery and the eight-week bench trial in New York contesting the fairness of the settlement. The objection we pursued and tried was the only objection that the trial court sustained.

In re LIBOR-Based Financial Instruments Antitrust Litig., No. 11-2262 (S.D.N.Y.)

Keller Rohrback represents institutional funds pursuing antitrust claims based on the manipulation of the London Interbank Offered Rate (LIBOR) by the international panel of banks entrusted to set that rate. Multiple government investigations have revealed that certain panel banks manipulated LIBOR to mislead the markets and investors about the state of their financial health. The case is in discovery.

Diebold v. Northern Trust Investments, N.A., No. 09-1934 (N.D. Ill.)

Keller Rohrback was Class Counsel in this class action litigation against Northern Trust alleging that Northern Trust imprudently structured and managed its securities lending program by improperly investing cash collateral in long term debt, residential mortgage-backed securities, SIVs, and other risky and illiquid assets. On August 7, 2015, Judge Susan E. Cox approved the

SUCCESSES continued

allocation plan for a $36 million settlement.

Louisiana Firefighters' Retirement System v. Northern Trust Investments, N.A., No. 09-7203 (N.D. Ill.)

Keller Rohrback is Co-Lead Counsel in this securities lending litigation, a class action brought on behalf of four public retirement systems alleging that Northern Trust breached its fiduciary and contractual duties to investors when it imprudently structured and managed its securities lending program by improperly investing cash collateral in long-term debt, residential mortgage-backed securities, SIVs, and other risky and illiquid assets, rather than conservative, liquid investments. Plaintiffs allege that Northern Trust's imprudent management of the collateral pools caused Plaintiffs and other investors to suffer hundreds of millions of dollars in losses. On May 6, 2011, the Honorable Robert W. Gettleman denied in significant part Defendants' motion to dismiss. Plaintiffs also successfully defeated Defendants' third party complaint. The Court thereafter approved a partial settlement of $24,000,000 in cash, plus interest earned thereon, which represents settlement of the indirect lending claims of settlement class members.

In re Bank of New York Mellon Corp. Forex Transactions Litigation, No. 12-2335 (S.D.N.Y.)

Keller Rohrback served as Lead ERISA Counsel in this class action against the Bank of New York Mellon arising from its undisclosed charges for Standing Instruction Foreign Currency ("SI FX") transactions. Plaintiffs allege that from January 12, 1999 to the present, Bank of New York Mellon breached its fiduciary duties by failing to prudently and loyally manage the Plan's foreign currency transactions in the best interests of the participants, failing to disclose fully the details of the relevant SI FX transactions it was undertaking on behalf of the Plans, and engaging in prohibited transactions. In March 2015, a global resolution of the private and governmental enforcement actions was announced in which $504 million will be paid back to BNY Mellon customers—$335 million of which is directly attributable to funds received in the class litigation.

Madoff Direct & Feeder Fund Litigation: Hartman v. Ivy Asset Management LLC, No. 09-8278 (S.D.N.Y.)

Keller Rohrback successfully litigated this direct action on behalf of the trustees of seventeen employee benefit plans damaged by the Madoff Ponzi scheme. The action alleged that Ivy Asset Management and J.P. Jeanneret Associates, Inc. breached their fiduciary duties under ERISA by causing the plans to be invested directly or indirectly in Madoff funds. Keller Rohrback obtained a settlement of over $219 million in this case and related actions, including claims brought by the United States Secretary of Labor and the New York Attorney General.

In re IKON Office Solutions, Inc. Securities Litigation, MDL No. 1318 (E.D. Pa.)

Keller Rohrback served as Co-Lead Counsel representing the City of Philadelphia and eight other lead Plaintiffs in this certified class action alleging securities fraud. Class counsel achieved the highest securities fraud settlement at that time in the Eastern District of Pennsylvania by settling with Defendant IKON Office Solutions, Inc. for $111 million. The settlement was listed as one of the "largest settlements in class-action securities-fraud lawsuits since Congress reformed securities litigation in 1995" by *USA Today.*

In re Apple Computer, Inc. Derivative Litigation, No. 06-4128 (N.D. Cal.)

Keller Rohrback served on the Management Committee in this federal derivative shareholder action against nominal Defendant Apple Computer, Inc. and current and former directors and officers of Apple. Plaintiffs pursued breach of fiduciary duty, unjust enrichment, and gross mismanagement claims arising from backdated stock options granted between 1993 and 2001, which diverted millions of dollars of corporate assets to Apple executives. We achieved a settlement that awarded $14 million—one of the largest cash recoveries in a stock backdating case—and that required Apple to adopt a series of unique and industry-leading corporate enhancements.

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LYNN LINCOLN SARKO

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Seattle, WA 98101
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lsarko@kellerrohrback.com

PRACTICE EMPHASIS

- Antitrust & Trade Regulation
- Appeals
- Class Actions
- Constitutional Law
- Commodities & Futures Contracts
- Consumer Protection
- Data Breach
- Employment Law
- Environmental Litigation
- Employee Benefits & Retirement Security
- Financial Products & Services
- Government & Municipalities
- Institutional Investors
- Intellectual Property
- International Law
- Mass Personal Injury
- Securities & Financial Fraud
- Whistleblower

Lynn Lincoln Sarko is a master strategist and litigator who leads Keller Rohrback's nationally-recognized Complex Litigation Group. One of the nation's top attorneys in complex litigation, Lynn does not just help clients win—he helps them win what they want. Through smart, efficient strategy and tailored, creative problem solving, Lynn and his team accomplish the best outcomes while minimizing costs and maximizing value.

Lynn's diverse experience enables him to think outside the box to resolve complex cases. He regularly interacts with international business interests, representing sovereign nations and institutional clients seeking to recover investment losses caused by financial fraud and other malfeasance. He is currently involved in several matters involving complex derivatives and specialty investment products. Lynn is the driving force behind Keller Rohrback's membership with the Sovereign Wealth Fund Institute, a global organization of leading asset managers and service providers engaged in the public investor community. He represents clients with regard to regulatory investigations and issues involving state and federal supervisory agencies and has litigated actions involving several of the nation's largest accounting and investment firms. Lynn is part of the team representing the City of Tacoma in its fight to hold opioid manufacturers accountable.

Lynn has led the firm's securities and retirement fund practice for over 25 years and regularly serves as lead counsel in multiparty individual and class action cases involving ERISA, antitrust, securities, breach of fiduciary duty and other investment fraud issues. Other law firms often hire him as settlement counsel in these and other complex cases because of his reputation as a skilled negotiator. His successes in this area include multimillion dollar settlements in the IKON, Anicom, United Companies Financial Corp., and the Enron, WorldCom, Global Crossing, Health South, Delphi, Washington Mutual, Countrywide, Lucent, Merrill Lynch, and Xerox consolidated pension and retirement plan cases.

In addition, Lynn was appointed to the Plaintiffs' Steering Committee for *In re Chrysler-Dodge-Jeep Ecodiesel Marketing, Sales Practices, and Products Liability Litigation*. Previously, Lynn served as one of the negotiators in the $15 billion Volkswagen Diesel Emissions Fraud class action settlement for 2.0-liter vehicles, the largest auto-related consumer class action settlement in U.S. history, as well as the 3.0-liter settlement.

Courts and professional organizations have honored Lynn for his work on financial, fiduciary duty, consumer and numerous other high-profile public cases. After serving as trial counsel in the Exxon Valdez Oil Spill case, which resulted in a $5 billion punitive damages verdict, Lynn was appointed by the court as Administrator for all funds recovered. He prosecuted the Microsoft civil antitrust case, Vitamin price-fixing cases, the MDL Fen/Phen Diet Drug Litigation, and notable public service lawsuits such as *Erickson v. Bartell Drug Co.*, which established a woman's right to prescription contraceptive health coverage.

Before joining Keller Rohrback, Lynn was an Assistant United States Attorney

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for the District of Columbia, Criminal Division, an associate at the Washington, D.C. office of Arnold & Porter, and law clerk to the Honorable Jerome Farris, United States Court of Appeals for the Ninth Circuit, in Seattle. He has been the managing partner of Keller Rohrback since 1991.

Lynn appears in federal courts from coast to coast, maintaining an active national litigation practice. He counsels and represents consumers, employees and businesses who have suffered harm resulting from the improper disclosure of proprietary, personal, health and other protected information.

EDUCATION

University of Wisconsin

B.B.A., 1977

University of Wisconsin

M.B.A., 1978, *Beta Alpha Psi*

University of Wisconsin

J.D., 1981, *Order of the Coif*; Editor-in-Chief, *Wisconsin Law Review;* Salmon Dalberg Award (outstanding graduate)

BAR & COURT ADMISSIONS

1981, Wisconsin

1981, U.S. Court of Appeals for the Ninth Circuit

1983, District of Columbia

1983, District of Columbia Appellate Court

1984, United States Supreme Court

1984, U.S. Court of Appeals for the Seventh Circuit

1984, U.S. Court of Appeals for the Fourth Circuit

1984, U.S. Court of Appeals for the Tenth Circuit

1985, U.S. Tax Court

1986, U.S. District Court for the Western District of Washington

1986, U.S. District Court for the Eastern District of Washington

1986, Washington

1986, U.S. Court of Appeals for the First Circuit

1988, U.S. District Court for the Eastern District of Wisconsin

1996, U.S. District Court for the Western District of Wisconsin

2001, U.S. Court of Appeals for the Third Circuit

2002, U.S. District Court for the Eastern District of Michigan

2003, U.S. Court of Appeals for the Fifth Circuit

2003, U.S. Court of Appeals for the Eleventh Circuit

2004, U.S. District Court for the Northern District of Illinois

2008, U.S. Court of Appeals for the Eighth Circuit

2009, U.S. Court of Appeals for the Sixth Circuit

2010, U.S. District Court for North Dakota

2013, U.S. Court of Appeals for the Second Circuit

2016, U.S. District Court for the Central District of Illinois

2016, U.S. District Court for the Southern District of Illinois

HONORS & AWARDS

Listed as Lawdragon 500 Leading Lawyers in America 2018

Super Lawyers List, Washington Law & Politics

Avvo Top Tax Lawyer, Washington CEO Magazine

Trial Lawyer of the Year, Trial Lawyers for Public Justice

Salmon Dalberg Award

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PROFESSIONAL & CIVIC INVOLVEMENT

American Bar Association, *Member*

Bar Association of The District of Columbia, *Member*

Federal Bar Association, *Member*

King County Bar Association, *Member*

State Bar of Wisconsin, *Member*

Trial Lawyers for Public Justice, *Member*

Washington State Bar Association, *Member*

Washington State Trial Lawyers Association, *Member*

American Association for Justice, *Member*

Social Venture Partners of Santa Barbara, F*ounding Partner*

The Association of Trial Lawyers of America, *Member*

American Academy of Trial Counsel, *Fellow*

Editorial Board, *Washington State Securities Law Deskbook*

SELECTED PUBLICATIONS

Thomson/West Webinar, "Stock Drop and Roll: Key Supreme Court Rulings and New Standards in ERISA 'Stock Drop' Cases," July 24, 2014

14th Annual Pension Law, Governance and Solvency Conference, 2013

Canadian Institute's 14th Annual Advanced Forum on Pension Law, Governance and Solvency, 2013

ERISA Litigation & Regulatory Compliance Congress, 2013

American Conference Institute's 6th National Forum on ERISA Litigation, 2013

25th Annual ERISA Litigation Conference, 2012

American Conference Institute's 5th National Forum on ERISA Litigation, 2012

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LAW OFFICES ◆ L.L.P.



LAURIE ASHTON

CONTACT INFO

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Phoenix, AZ 85012

(602) 248-0088

lashton@kellerrohrback.com

PRACTICE EMPHASIS

- Business Reorganizations
- Class Action & Consumer Litigation
- Constitutional Law
- Employee Benefits and Retirement Security
- Fiduciary Breach
- International Law

EDUCATION

University of California, San Diego

B.A., 1987, Economics

Arizona State University College of Law

J.D., 1990, Order of the Coif; *Member*, *Arizona State Law Journal*, 1988-1990; Note and Comment Editor, *Arizona State Law Journal*, 1989-1990; Student Instructor, Legal Research and Writing, 1989-1990.

Laurie Ashton is Of Counsel to Keller Rohrback. Prior to becoming Of Counsel, she was a partner in the Phoenix affiliate of Keller Rohrback. Early in her career, as an Adjunct Professor, she taught semester courses in Lawyering Theory and Practice and Advanced Business Reorganizations. She also served as a law clerk for the Honorable Charles G. Case, U.S. Bankruptcy Court, for the District of Arizona for two years.

In complex litigation, Laurie was the lead attorney for Keller Rohrback in a series of successful groundwater contamination suits brought in 1996 against multiple international defendants concerning chemical releases spanning over 60 years. She was also the lead attorney for Keller Rohrback in an ERISA class action suit on behalf of over 21,000 employees who lost a material percentage of their retirement assets at the hands of fiduciaries who maintained the investment of those assets in their own declining company stock—a case that was, at its time, amongst the largest of its kind in the nation. Laurie has led or been a member of the team leading numerous high profile business reorganizations, including a case in which the Court confirmed a reorganization plan over the objection of the international life insurance company's feasibility expert, based on Laurie's cross examination.

Laurie has been active in the State Bar of Arizona where she served on the Ethics Committee for six years. She was also the coauthor of a textbook on limited liability companies and partnerships, published by West, and is AV rated by Martindale.

An important part of Laurie's international work involves the domestic and international legal implications of treaty obligations and breaches. She is lead counsel for The Republic of the Marshall Islands in its federal court treaty breach suit against the United States, and a member of the international legal team representing the Marshall Islands in three cases pending at the International Court of Justice in The Hague, against the United Kingdom, India and Pakistan. For this work, Laurie is part of the legal team that the International Peace Bureau has nominated, along with the former Foreign Minister of the Marshall Islands, for the 2016 Nobel Peace Prize.

Laurie is frequently interviewed and has been cited by Reuters, Newsweek, Fox News, Huffington Post, Slate Magazine, Radio New Zealand, Radio Australia, and others. She currently serves as a Trustee of the Santa Barbara Foundation, a member of the Human Rights Watch Committee in Santa Barbara, and as a Director of the Global Justice Center in New York, which advances human rights pursuit to various international laws, including the Geneva and Genocide Conventions, as well as customary international law.

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BAR & COURT ADMISSIONS

1990, Arizona

1999, Colorado

2007, Washington, D.C.

2013, Eastern District of Michigan

U.S. Court of Appeals for the Sixth Circuit

U.S. Court of Appeals for the Ninth Circuit s

U.S. Court of Appeals for the Tenth Circuit

U.S. Supreme Court

PROFESSIONAL & CIVIC INVOLVEMENT

State Bar of Arizona, *Member*

Colorado Bar Association, *Member*

Washington, D.C. Bar Association, *Member*

Adjunct Professor of Law, *Advanced Chapter 11*, Arizona State University, 1996

Adjunct Professor of Law, *Lawyering Theory & Practice,* Arizona State University, 1997

Committee on the Rules of Professional Conduct ("Ethics Committee"), State Bar of Arizona, *Member,* 1997-2003

Court Appointed Special Advocate, King County, 2007-2009

Santa Barbara Foundation, *Trustee*

Global Justice Center, New York, *Director*

Human Rights Watch Committee, Santa Barbara, *Member*

PUBLICATIONS & PRESENTATIONS

Author, Case Note, *Arizona Mortgage and Deed of Trust Anti-Deficiency Statutes: The Underlying Obligation on a Note Secured By Residential Real Property After Baker v. Gardner*, 21 Ariz. St. L.J. 465, 470 (1989).

Co-Author, *Arizona Legal Forms: Limited Liability Companies and Partnerships* (1996-2004).

Guest Lecturer, Harvard Law School, 1997, 1999, 2001-2002.

Guest Lecturer, Stanford Law School, 2003.

Speaker, United Nations 2015 Review Conference of the Parties to the Treaty on the Non-Proliferation of Nuclear Weapons; Panel, *Marshall Islands Nuclear Zero Lawsuits*

Speaker, Humanity House, The Hague, *"Legal Obligations for Nuclear Disarmament,"* March 2016.

Speaker, Bertha Von-Suttner Master Class, The Peace Palace, The Hague, *"Forward Into Light, The Barbarization of the Sky."*

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GRETCHEN FREEMAN CAPPIO

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PRACTICE EMPHASIS

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- Employee Benefits & Retirement Security
- Employment Law
- Environmental Litigation
- Governments & Municipalities
- Financial Products & Services
- Mass Personal Injury
- Whistleblower

EDUCATION

Dartmouth College

B.A., *magna cum laude*, 1995, Religion, Environmental Studies Certificate, Phi Beta Kappa, Foreign Studies: 1992 Germany, 1994 Kenya

University of Washington School of Law

J.D., 1999, Executive Comments Editor, Pacific Rim Law & Policy Journal, 1998-1999

Gretchen Freeman Cappio has a track record of success in multidistrict litigation.

Gretchen's passion for striving for meaningful change through the class action device is rooted in her experience representing the plaintiff class in *Erickson v. Bartell Drug Co.*, 141 F. Supp. 2d 1266 (W.D. Wash. 2001). Remarkable for its time, Erickson established that an employer violated Title VII of the Civil Rights Act when its otherwise comprehensive insurance coverage plan failed to cover certain prescriptions vital to women.

Gretchen has gone on to play a key role on the leadership team representing consumers in the multi-billion dollar litigation *In re Volkswagen "Clean Diesel" Marketing, Sales Practices, & Prod. Liab. Litig.*, MDL 2672 (N.D. Cal.). She has been involved in negotiations, drafted key settlement documents, and supervised notice in the 2.0-liter, 3.0-liter, and Bosch settlements. Gretchen presented the 3.0-liter notice plan at the preliminary approval hearing.

Gretchen is also a key member of the Plaintiffs' settlement team in another impactful diesel emissions MDL, *In re Chrysler-Dodge-Jeep EcoDiesel Mktg.,Sales Practices, & Prod. Liab. Litig.*, MDL 2777 (N.D. Cal.). Lead counsel asked her to coordinate key briefing assignments, expert work, and arguments.

Keller Rohrback is honored to be the sole firm appointed to represent the class in *Jabbari v. Wells Fargo & Company*, No. 15-2159 (N.D. Cal.). Gretchen co-leads the Keller Rohrback team that filed the first class action lawsuit against Wells Fargo alleging the bank signed its consumers up for products without their authorization. From filing the complaint to settling it for $142 million, Gretchen has played an integral role at every stage of litigation. Through innovative work with renowned economists, the settlement achieves first-of-its kind credit injury damages, which are tailored to each eligible class member's injury. Plaintiffs' motion for final approval is currently pending.

From its inception, Gretchen has played a key role in guiding the litigation regarding EpiPen pricing, *In re: EpiPen (Epinephrine Injection, USP) Mktg., Sales Practices, & Antitrust Litig.,* MDL 2785 (D. Kan.). Keller Rohrback's managing partner, Lynn Sarko, is co-lead of the litigation. He and his co-lead counsel have tasked Gretchen with drafting dispositive briefing and coordinating offensive and defensive discovery.

When a paper products company vacated a Midwestern town and left an environmental disaster in its wake, Gretchen represented the community. The mayor praised Gretchen and her team's work, stating, "You were knowledgeable, responsive and genuinely cared about the Village's case." Gretchen applies these same attributes as a leading member of the Keller Rohrback team that has subsequently been hired by numerous counties to represent them in the national Opioid litigation, *In re: National Prescription Opiate Litig.*, MDL 2804 (N.D. Ohio). Keller Rohrback's team is designing a damages model that seeks to address one of the most urgent human-made epidemics in our country's history.

When parents discovered their children's toys were contaminated by lead paint, they hired Gretchen to bring the case that became *In re Mattel, Inc.*, MDL 1897 (C.D. Cal.). In addition to briefing core legal issues, Gretchen worked with lead poisoning experts for litigation and settlement purposes.

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Gretchen's work on dispositive briefing and arguments in the co-lead counsel team against a major national bank led to the settlement of *In re JPMorgan Chase Mortg. Modification Litig.,* MDL 2290 (D. Mass.), resulting in improved home mortgage modification processes for homeowners. A former Treasury Department official estimated the value of the settlement to exceed $500 million.

Sony Pictures employees turned to Gretchen and her colleagues when their sensitive data was stolen as part of a massive cyberattack. Gretchen worked with data security experts to help fashion important injunctive and monetary relief. *Corona v. Sony Pictures Entertainment, Inc.,* No. 14-9600 (C.D. Cal.).

With a reputation for effective collaboration and leadership, Gretchen takes on impactful litigation and delivers meaningful results.

BAR & COURT ADMISSIONS

1999, Washington

2000, U.S. District Court for the Western District of Washington

2008, U.S. Court of Appeals for the Eighth Circuit

2009, U.S. Court of Appeals for the Ninth Circuit

2009, U.S. Supreme Court

2011, U.S. District Court for the Eastern District of Washington

2011, U.S. Court of Appeals for the Sixth Circuit

2015, U.S. District Court for the Eastern District of Michigan

PROFESSIONAL & CIVIC INVOLVEMENT

Institute for Complex Litigation and Mass Claims at Emory University School of Law

Emerging Leaders Board of Advisors, *Inaugural Member*

Class Action Roundtable, *Reporter*

Global Justice Center, *Board Member*

The Global Justice Center works worldwide and domestically with women's rights advocates, grassroots groups, and policymakers to prevent and respond to gender-based violence.

The William L. Dwyer American Inn of Court, *Member*

King County Bar Association, *Member*

Washington State Bar Association, *Member*

American Bar Association, *Member*

Washington Women Lawyers, *Member*

Washington State Trial Lawyer's Association, *Member*

American Association for Justice, *Member*

The National Trial Lawyers, *Member*

Mother Attorney Mentoring Association (MAMAS), *Member*; Founding Board Member, 2006-2008

HONORS & AWARDS

Selected to Rising Stars list in *Super Lawyers - Washington*, 2002, 2009-2012

PUBLICATIONS & PRESENTATIONS

Presenter, HarrisMartin's Plaintiff Opioid MDL Conference, "Causation and Science," January 8, 2018.

Presenter, HarrisMartin MDL Conference, "Opioid, Equifax & Talcum Powder, Equifax Data Breach: What Happened? Who Was Impacted? What Are the Damages?," November 29, 2017.

Presenter, National Consumer Law Center, "Effectively Persuading Your Judge," NCLC Consumer Class Action Symposium, November 18, 2017.

Presenter, Practising Law Institute 22nd Annual Consumer Financial Services Institute 2017.

Panelist, Law Seminars International – 13th Annual Conference on Litigating, "Settlement Strategies for Class Actions and Multidistrict Litigation," April 28, 2017.

Panelist, EmoryLaw NextGen Conference and EmoryLaw Fed. Judicial Ctr. and JPML Program, December 14-16, 2016.

Panelist, HarrisMartin's MDL Conference, "Settlements in Mass Tort and Class Action Litigation," July 27, 2016.

Panelist, American Association for Justice webinar, "Dissecting the U.S. Supreme Court Decision in Spokeo," Inc. v. Robins, May 26, 2016.

Panelist, Law Seminars International, "VW Diesel Emissions

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PUBLICATIONS & PRESENTATIONS (CONT)

Litigation: A Case Study of the Interplay Between Government Regulatory Activity and Consumer Fraud Class Actions," May 6, 2016.

Presenter, PLI Consumer Financial Services Institute 2016, "Data Security & Privacy Issues," May 12, 2016.

Panelist, HarrisMartin Pharmaceutical and Environmental Mass Tort Litigation, Class Action and Data Breach Litigation, March 30, 2016.

Panelist, Bridgeport Consumer Class Action Litigation Conference, "Current State of the Law on Ascertainability and Standing," January 8, 2016.

Panelist, HarrisMartin MDL Conference Volkswagen and Pharmaceutical Update: RICO and Additional Defendants, December 2, 2015.

Panelist, Bridgeport Volkswagen Class Action & MDL Seminar – Diesel Emissions Scandal, November 23, 2015.

Panelist, HarrisMartin Volkswagen Diesel Emissions Litigation Conference: RICO and Additional Defendants, October 27, 2015.

Panelist, Law Seminars International, The Eleventh Annual Comprehensive Conference on Class Actions, "Data Breaches: Cases at the Intersection of Class Actions and Internet Technology," June 4, 2015.

Panelist, ABA Section of Dispute Resolution Meeting 17th Annual Spring Conference, "Solutions in Seattle: A View From the Trenches: What's Working and What's Not Working with Mediators," April 16, 2015.

Presenter, HarrisMartin Data Breach Litigation Conference, "Coming of Age: The Differences between Employee and Consumer Cases," March 25, 2015.

Presenter, Practising Law Institute, Managing Complex Litigation 2014: Class Actions; Mass Torts & MDL, October 21, 2014.

Presenter, Class Action Conference, "Recent Settlement Trends in Class Actions and Multidistrict Litigation: A Detailed Look at the Process for Settling and Administering Settlements: How case law in the past several years is playing out in the courts and in ADR; best practices for designing a settlement that the courts will approve; how to administer the settlement once it is approved," June 13, 2014.

Presenter, Harris Martin's MDL Conference, "Target Data Security Breach Litigation: Recent Development, Issues in Data Breach Litigation," March 26, 2014.

Presenter, Law Seminars International, Class Actions and Other Aggregate Litigation Seminar: Post-Certification Motion Issues in Class Actions, May 14, 2013.

Panelist, Chartis Security & Privacy Seminar, October 20, 2011.

Presenter, 20th Annual American Bar Association Tort Trial and Insurance Practice Section Spring CLE Meeting, "Toxic Torts: Toxins In Everyday Products," April 1, 2011.

Gretchen Freeman Cappio, Erosion of Indigenous Right to Negotiate in Australia, 7 Pac. Rim L. & Pol'y J. 405 (1998).

KELLER ROHRBACK
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ALISON CHASE

CONTACT INFO

801 Garden Street, Suite 301

Santa Barbara, CA 93101

(805) 456-1496

achase@kellerrohrback.com

PRACTICE EMPHASIS

- Class Actions
- Commerical Litigation
- Environmental Litigation
- International Law
- Securities

EDUCATION

Emory University

B.A., *magna cum laude*, 2000, Political Science and Philosophy, Phi Beta Kappa

Yale Law School

J.D., 2003; Editor, *Yale Law Journal*, Articles Editor, Yale Journal of International Law

Alison Chase is a committed legal advocate. Alison practices in Keller Rohrback's nationally recognized Complex Litigation Group. Her broad litigation experience includes white collar criminal defense, complex commercial litigation, international commercial arbitration, and international litigation. Alison's diverse experience and interests enable her to advise and guide clients through a wide variety of complex litigation.

Alison is currently part of the litigation team representing several of the Federal Home Loan Banks in mortgage-backed securities litigation. Alison also maintains an active practice in the appellate arena, representing a class of sitting judges as well as the Republic of the Marshall Islands, while also representing private entities in a wide variety of commercial litigation.

Prior to joining the firm, Alison practiced with Irell & Manella in Los Angeles and O'Melveny & Myers in San Francisco. She also served as a clerk to the Honorable J. Clifford Wallace of the U.S. Court of Appeals, Ninth Circuit and the Honorable Valerie Baker Fairbank, U.S. District Judge for the Central District of California.

At home, Alison stays busy keeping up with her three rescue dogs.

BAR & COURT ADMISSIONS

2003, California

2007, United States District Court for the Central District of California

2010, Ninth Circuit Court of Appeals

2011, Arizona

2014, United States District Court for the Northern District of California

2016, United States District Court for the Southern District of California

PROFESSIONAL & CIVIC INVOLVEMENT

State Bar of California, *Member*

State Bar of Arizona, *Member*

AWARDS & HONORS

Finalist, Morris Tyler Moot Court

Recipient, Gherini Prize for Outstanding Paper in International Law

KELLER ROHRBACK
LAW OFFICES ◆ L.L.P.



T. DAVID COPLEY

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1201 Third Avenue, Suite 3200
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(206) 623-1900
dcopley@kellerrohrback.com

PRACTICE EMPHASIS

- Class Actions & Collective Actions
- Consumer Protection
- Employee Benefits & Retirement Security
- Employment Law
- Breach of Trust

EDUCATION

University of Iowa

B.A., *with Honors and Distinction,* 1981, Political Science and English, Phi Beta Kappa, Pi Sigma Alpha

Northwestern University School of Law

J.D., 1984, Coordinating Executive Editor, *Northwestern University Law Review*

David Copley brings creative solutions to complicated problems. He is a member of Keller Rohrback's nationally recognized Complex Litigation Group, where his practice is focused on class action and other complex litigation. David is a skilled advocate, with extensive experience in pre-trial proceedings, jury trials, bench trials, arbitrations, and appeals. David's experience and passion bring value to collaborations with his talented Keller Rohrback co-workers and with co-counsel across the Country.

Recent significant representations include: cases against major financial institutions regarding improper fees for foreign currency exchange; ERISA violations arising from conversion of privately-held corporation to ESOP ownership; ERISA violations arising from violation of plan prohibition on reduction of certain benefits; wage and hour class action involving misclassification of financial services workers; wage and hour collective action involving misclassification of certain store managers; and representing a large institutional investor that suffered losses from misrepresentations involving mortgage-backed securities.

David is also committed to community service. He is active in local charities fighting hunger and homelessness, and he is active in the fight for Marriage Equality.

BAR & COURT ADMISSIONS

1985, Arizona

1990, Washington

2015, New York

1985, U.S. District Court for the District of Arizona

1986, U.S. District Court for the Northern District of California

1990, U.S. District Court for the Western District of Washington

1990, U.S. District Court for the Eastern District of Washington

2016, U.S. District Court for the Southern District of New York

1986, U.S. Court of Appeals for the Ninth Circuit

2007, U.S. Court of Appeals for the Eighth Circuit

2009, U.S. Court for Appeals for the Sixth Circuit

2015, U.S. Court of Appeals for the Eleventh Circuit

2015, U.S. Court of Appeals for the Fifth Circuit

2000, U.S. Supreme Court

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PROFESSIONAL & CIVIC INVOLVEMENT

National Employment Lawyers Association, *Member*

Public Justice, *Member*

Washington State Association for Justice, *Member*

American Bar Association, *Member*

ABA Section of Civil Rights and Social Justice Committee, *Membership Outreach Chair*

King County Bar Association, *Member*

Washington State Bar Association, *Member*

Community Lunch on Capitol Hill, *Chair,* Board of Directors 2008-2013

Northwest Harvest, Board of Directors, 2000-2009; *Chair*, Board of Directors 2005-2007

HONORS & AWARDS

Public Justice Trial Lawyer of the Year 1995

KELLER ROHRBACK
LAW OFFICES ◆ L.L.P.



JULI FARRIS

CONTACT INFO

1201 Third Avenue, Suite 3200
Seattle, WA 98101
(206) 623-1900

801 Garden Street, Suite 301
Santa Barbara, CA 93101
805.456.1496
jfarris@kellerrohrback.com

PRACTICE EMPHASIS

- Antitrust and Trade Regulation
- Class Actions
- Consumer Protection
- Employee Benefits & Retirement Security
- Environmental Litigation
- Fiduciary Breach
- Financial Products & Services
- Governments and Municipalities
- International Law
- Securities
- Whistleblower

Juli Farris' clients count on her commitment to excellence and high quality work to meet their legal needs. Juli is a member of Keller Rohrback's nationally-recognized Complex Litigation Group and serves as Supervising Partner of the firm's Santa Barbara office. She has more than 25 years of experience representing both plaintiffs and defendants in litigation involving banking and securities regulation, antitrust, ERISA fraud and other areas. She has also represented officers and directors of active and failed financial institutions in investigations and litigation regarding bank regulatory matters.

Her recent and pending cases involve environmental litigation, whistleblower litigation and consumer protection matters, including appointment as co-lead counsel representing victims of the 2015 Refugio California Oil Spill and representation of patients affected by prescription drug overcharges. She is also part of the team investigating claims to hold drug manufacturers accountable for the current opioid health crisis.

Before joining Keller Rohrback in 1991, Juli served as a judicial law clerk for Judge E. Grady Jolly of the U.S. Court of Appeals, Fifth Circuit, and she practiced law at the Washington, D.C. office of Sidley Austin, where her practice involved litigation covering a wide array of subject matters.

Juli divides her time between the firm's Seattle and Santa Barbara offices.

EDUCATION

Stanford University
B.A., 1982, English
Stanford Law School
J.D., 1987, Notes Editor, *Stanford Law Review*

BAR & COURT ADMISSIONS

1988, Washington

1989, California

1990, District of Columbia

1995, Western District of Washington

1997, U.S. Court of Appeals for the Ninth Circuit

1999, Central District of California

2000, Northern District of California

2001, Eastern District of California

2003, Southern District of California

2003, U.S. Court of Appeals for the Fifth Circuit

KELLER ROHRBACK
LAW OFFICES ◆ L.L.P.

2003, U.S. Court of Appeals for the Eleventh Circuit

PROFESSIONAL & CIVIC INVOLVEMENT

King County Bar Association, *Member*

Loren Miller Bar Association, *Member*

American Bar Association, *Member*

California State Bar Association, *Member*

Washington State Bar Association, *Member*

Washington State Association for Justice, *Member*

Santa Barbara County Bar Association, *Member*

Santa Barbara Women Lawyers, *Member*

American Bar Foundation, *Member*

The National Association of Public Pension Attorneys, *Member*

Treehouse, *Immediate Past Chair, Board of Directors*

Susan G. Komen, Puget Sound Affiliate, *Board Member*

Seattle Repertory Theater, *Board Member*

HONORS & AWARDS

Super Lawyers List, Washington Law & Politics, 2015-2017

Selected to Rising Stars list in *Super Lawyers - Washington*, 1991

Recipient of Promise of One Award from the Puget Sound Affiliate of Susan G. Komen for the Cure, 2013

PUBLICATIONS & PRESENTATIONS

Andrew D. Freeman & Juli E. Farris, *Grassroots Impact Litigation: Mass Filing of Small Claims*, 26 U.S.F.L. Rev. 261 (1992).

Editorial Board, *Washington State Securities Law Deskbook*

REPRESENTATIVE MATTERS

Unger v. Amedisys Inc., 401 F.3d 316 (5th Cir. 2005)

Phillips v. Scientific-Atlanta, Inc., 374 F.3d 1015 (11th Cir. 2004)

In re IKON Office Solutions, Inc., 277 F.3d 658 (3rd Cir. 2002)

In re WorldCom, Inc. ERISA Litig., 354 F. Supp. 2d 423 (S.D.N.Y. 2005)

Hansen v. Ticket Track, Inc., 213 F.R.D. 412 (W.D. Wash. 2003)

In re Scientific-Atlanta, Inc. Securities Litigation, 239 F. Supp. 2d 1351 (N.D. Ga. 2002)

In re Domestic Air Transp. Antitrust Litig., 137 F.R.D. 677 (N.D. Ga. 1991)

In re Potash Antitrust Litig., 954 F. Supp. 1334 (D. Minn. 1997)

Cheverez v. Plains All American Pipeline, L.P., (C.D. Cal.)

Johnson v. OptumRx, (D.N.J.)

KELLER ROHRBACK
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RAYMOND FARROW

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PRACTICE EMPHASIS

- Antitrust and Trade Regulation
- Class Actions
- Consumer Protection
- Financial Products and Services

EDUCATION

University of Manchester (England)

B.A., 1979, Economics

University of Essex (England)

M.A., 1980, Economics

Princeton University

M.A., 1984, Economics

University of Washington School of Law

J.D., 2001

Raymond Farrow understands the economics behind his clients' cases. Ray, a member of Keller Rohrback's nationally recognized Complex Litigation Group, is a litigation attorney whose practice focuses on antitrust and consumer protection. His background as an academic economist and teacher makes him uniquely qualified to work with economic experts and to communicate statistics and economic analysis to his clients and to the Court.

Working on antitrust matters, Ray must navigate the rules and issues of varied industries, including hi-tech industries involving constantly changing software and hardware. His many years of experience, strong working relationships with other antitrust litigators, and motivation to redress genuine harms to his clients help him tackle complex issues in litigation and across the negotiating table. Most recently, Ray represented 20,000 nurses in a lawsuit that alleged a conspiracy by certain hospitals in Detroit to depress compensation levels that recovered almost $90 million for the nurses.

Prior to law school, Ray was a member of the Economics Department faculty at Seattle University, University of Washington, and Queen's University in Canada. While in law school, he served as Articles Editor of the Washington Law Review and as an intern for the U.S. Department of Labor.

In his spare time, Ray enjoys playing soccer and skiing.

BAR & COURT ADMISSIONS

2001, Washington

PROFESSIONAL & CIVIC INVOLVEMENT

King County Bar Association, *Member*

Washington State Bar Association, *Member*

Order of the Coif, *Member*

American Economic Association, *Member*

Washington State Trial Lawyers' Association, *Member*

American College of Trust and Estate Counsel, *Fellow*

PUBLICATIONS & PRESENTATIONS

Raymond J. Farrow, *Notes & Comments: Qualifying Immunity: Protecting State Employees' Right to Protect Their Employment Rights After Alden v. Maine*, 76 Wash. U. L. Rev. 149 (2001).

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ERIC FIERRO

CONTACT INFO

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PRACTICE EMPHASIS

- Class Actions
- Commercial Litigation
- Consumer Protection
- eDiscovery
- Financial Products and Services
- Intellectual Property
- Mass Personal Injury
- Securities
- Whistleblower

EDUCATION

Arizona State University

B.S., 2002, Justice Studies

New England School of Law

J.D., 2006, Senior Editor, *New England Journal of International and Comparative Law*

Eric Fierro bridges the gap between technology and the law. Eric practices in Keller Rohrback's nationally recognized Complex Litigation Group and oversees the firm's legal technology group, providing electronic discovery and litigation support to colleagues and clients on a wide array of cases. Whether he is helping to preserve significant amounts of data for institutional clients or walking an individual through the data collection process to increase accuracy and maximize privacy, Eric works closely with clients to understand their needs and provide solutions.

Eric has over 15 years of experience with legal technology. While attending law school in the evening, Eric worked full-time for the U.S. Attorney's Office for the District of Massachusetts where he provided technical support for all criminal and civil units, including the healthcare fraud, securities fraud, and other white collar crime units. Eric also worked as a summer law clerk for the computer crime and intellectual property unit at the U.S. Attorney's Office. Before joining Keller Rohrback, he was a managing consultant for Huron Consulting Group, providing consultative services for complex electronic discovery and document review matters.

When not at work, Eric enjoys spending time with his family, golfing, and rebuilding off-road vehicles in his garage.

BAR & COURT ADMISSIONS

2009, Arizona

2009, U.S. District Court for the District of Arizona

PROFESSIONAL & CIVIC INVOLVEMENT

Arizona State Bar Association, *Member*

PUBLICATIONS & PRESENTATIONS

Speaker, National Business Institute, *E-Discovery Problem Solving for Paralegals*, 2008

Speaker, Arizona Paralegal Association, *Cloud Computing: In Your Practice and in Litigation*, 2009

Panelist, IPro Innovations for The Sedona Conference, The 2015 Federal Rule Amendments: Has Anything Really Changed? April 2016.

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ALISON GAFFNEY

CONTACT INFO

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Seattle, WA 98101

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agaffney@kellerrohrback.com

PRACTICE EMPHASIS

- Class Actions
- Consumer & Data Privacy Protection
- Employee Benefits & Retirement Security

EDUCATION

Swarthmore College

B.A., 2002, Linguistics and Languages (Spanish & Mandarin Chinese); McCabe Scholar

University of California, San Diego

M.A., 2007, Latin American Studies (International Migration)

University of Washington School of Law

J.D., 2012

Alison Gaffney is a fighter. Once she takes on a client—as a member of Keller Rohrback's nationally recognized Complex Litigation Group or as a cooperating attorney with the ACLU—she commits to doing everything she can to fight for justice for her client.

That tenacity was evident in her pursuit to reunite Somali refugee Joseph Doe with his family after their separation was prolonged because of the Muslim Travel Ban. Alison is a member of the team that sued the Trump Administration on behalf of Doe and other individuals and organizations harmed by the bans in *Doe, et al. v. Donald Trump, et al.* (W.D. Washington). Recently, she was honored to witness Doe's joyous reunion with his wife and three sons in Seattle.

Alison is passionate about using litigation to combat complex world problems. At Keller Rohrback, she is representing city and county governments, including King, Pierce, and Skagit counties, in their fight to hold prescription opioid manufacturers accountable for the devastating effects these drugs have had on their communities. Not only is Alison committed to stopping the spread of addiction, but she's also fighting to make sure that local governments get all the resources they need to provide their citizens recovering from opioid addiction a meaningful second chance.

Alison is a thorough researcher who leaves no stone unturned when investigating possible outcomes for the employees and consumers she represents in a variety of claims. She litigated both individual and class action claims on behalf of consumers harmed by drug manufacturer Eli Lilly's failure to accurately represent the risk of severe withdrawal from the drug Cymbalta, and she is currently fighting to help patients who've suffered an amputation after taking the prescription drug Invokana. Alison also represents a proposed class of employees alleging ERISA violations in *Dolins v. Continental Casualty Company* (N.D. Illinois) and a proposed class of consumers with defective smartphones in *Kessler v. Samsung Electronics America, Inc.* (E.D. Wisconsin). She connects with her clients as people, not case numbers.

Both before and during law school, Alison's passion for justice and human rights drew her to immigration law and policy. She completed a master's degree focused on international migration, and as a law student, she interned with the Seattle Immigration Court and the Northwest Immigrant Rights Project (NWIRP) in Tacoma, where she gave "Know Your Rights" presentations at the Northwest Detention Center. She represented clients in deportation proceedings through NWIRP as well as the law school's Immigration Law Clinic, and she continues to volunteer as a pro bono attorney for NWIRP.

When she is not fighting for her clients, Alison is busy keeping up with her two young sons, scrambling with The Mountaineers, and generally enjoying the beauty of the Pacific Northwest.

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BAR & COURT ADMISSIONS

2012, Washington

2013, U.S. District Court for the Western District of Washington

2015, U.S. District Court for the Eastern District of Washington

2016, U.S. District Court for the Central District of Illinois

2013, U.S. Court of Appeals for the Second Circuit

2014, U.S. Court of Appeals for the Ninth Circuit

2016, U.S. District Court for the Eastern District of Wisconsin

PROFESSIONAL & CIVIC INVOLVEMENT

ACLU Cooperating Attorney

Washington State Bar Association, *Member*

King County Bar Association, *Member*

Mother Attorneys Mentoring Association of Seattle (MAMAS), *Member*

Northwest Immigrant Rights Project, *Pro Bono Attorney*

LANGUAGES

Spanish

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LAURA R. GERBER

CONTACT INFO

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lgerber@kellerrohrback.com

PRACTICE EMPHASIS

- Consumer Protection
- Employee Benefits & Retirement Security
- Fiduciary Breach
- Financial Products & Services
- Institutional Investors
- Whistleblower

EDUCATION

Goshen College

B.A., 1994, History, Economics

University of Washington School of Law

J.D., 2003

Evans School of Public Affairs, University of Washington

M.P.A., 2003

Laura R. Gerber is a strong advocate for her clients. From her early years in a whistleblower protection organization, to her current practice litigating against some of America's largest corporations, Laura has built her career as an advocate on behalf of both employees and customers of large corporations. Laura represents her clients with skill, tact and diplomacy. As a result, Laura's clients trust her to listen carefully, keep them informed, provide excellent legal advice, and to diligently pursue their interests in litigation against powerful defendants.

For over a decade, Laura has practiced in Keller Rohrback's Complex Litigation Group where she has developed a diverse practice with a focus on holding banks and other institutions accountable to their customers and employees. She has experience litigating mutual fund excessive fee cases, Ponzi scheme cases, breach of contract and breach of fiduciary duty cases, Employee Retirement Income Security Act ("ERISA") cases, and consumer protection class actions. Laura's strategic persistence in complex cases has led to impressive results with certain of her clients receiving substantial individual recoveries.

While in law school, Laura concurrently received a Master's degree in Public Administration and was a member of the Moot Court Honor Board.

BAR & COURT ADMISSIONS

2004, Washington

2006, U.S. District Court for the Eastern District of Washington

2006, U.S. District Court for the Western District of Washington

2010, U.S. District Court for the Northern District of Illinois

2013, U.S. District Court for the District of Colorado

2016, U.S. District Court for the Southern District of Illinois

2016, U.S. District Court for the Eastern District of Missouri

2016, U.S. District Court for the Northern District of Ohio

2016, U.S. District Court for the Western District of Oklahoma

2006, U.S. Court of Appeals for the Ninth Circuit Court

2014, U.S. Court of Appeals for the Sixth Circuit Court

2015, U.S. Court of Appeals for the Tenth Circuit Court

HONORS & AWARDS

Selected to Rising Stars list in *Super Lawyers - Washington,* 2009, 2013.

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PROFESSIONAL & CIVIC INVOLVEMENT

Washington Appleseed, Board of Directors, *2012-present*

King County Bar Association, *Member*

Washington State Bar Association, *Member*

American Bar Association, *Member*

Mother Attorney Mentoring Association (MAMAS), *Member*

PUBLICATIONS & PRESENTATIONS

Speaker, American Conference Institute's 8th National Forum on ERISA Litigation, October 2014, (New Trends in Church Plan Litigation).

L. Gerber and R. Giovarelli, *Land Reform and Land Markets in Eastern Europe*, Food and Agriculture Organization of the United Nations (2005).

David Weissbrodt, Penny Parker, Laura Gerber, Muria Kruger, Joe W. (Chip) Pitts III, *A Review of the Fifty-Fourth Session of the Sub-Commission on the Promotion and Protection of Human Rights*, 21 NETH Q. HUM. RTS. 291 (2003)

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MATTHEW GEREND

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PRACTICE EMPHASIS

- Class Action
- Employee Benefits and Retirement Security
- Fiduciary Breach
- Securities

EDUCATION

University of Wisconsin

B.A., with distinction, 2005, Political Science, Phi Beta Kappa

Georgetown University Law Center

J.D., *cum laude*, 2010; Executive Articles Editor, *Georgetown Journal on Poverty Law and Policy*

Matthew Gerend practices in the firm's nationally recognized Complex Litigation Group, representing employees and other investors in litigation to enforce securities laws and the Employee Income Retirement Security Act ("ERISA"). Matt has represented plaintiffs in federal courts across the country to redress harms stemming from breaches of fiduciary duties, investment fraud, and other misconduct that threatens employees' retirement security.

Matt became interested in the laws protecting retirement and pension benefits as a clerk with AARP Foundation Litigation, where he helped draft a number of amicus curiae briefs filed in the U.S. Supreme Court and U.S. Courts of Appeals regarding the proper interpretation and implementation of ERISA. During law school, Matt also worked as an intern with the Community Development Project at the Lawyers' Committee for Civil Rights Under Law. Matt believes that lawyers have a unique ability to effect social change, an ethic that has guided his work representing individuals and investors against those engaged in divisive and fraudulent practices.

BAR & COURT ADMISSIONS

2010, Washington

2011, U.S. District Court for the Western District of Washington

2012, U.S. Court of Appeals for the Third Circuit

2013, U.S. District Court for the Eastern District of Michigan

2014, U.S. Court of Appeals for the Sixth Circuit

2014, U.S. Court of Appeals for the Ninth Circuit

2015, U.S. Court of Appeals for the Seventh Circuit

2015, U.S. District Court for the District of Colorado

PROFESSIONAL & CIVIC INVOLVEMENT

Washington State Bar Association, *Member*

HONORS & AWARDS

Selected to Rising Stars list in *Super Lawyers – Washington,* 2014-2017

PUBLICATIONS & PRESENTATIONS

Contributing Author, *Zanglein et. al., ERISA Litigation* (Bloomberg BNA 2015).

Deborah M. Austin and Matthew M. Gerend, *The Scope and Potential of Section 3 as Currently Implemented*, 19 J. Affordable Housing & Commun. Dev. L. 89 (2009).

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GARY GOTTO

CONTACT INFO

3101 North Central Avenue
Suite 1400
Phoenix, Arizona 85012-2600
(602) 230-6322
ggotto@kellerrohrback.com

PRACTICE EMPHASIS

- Class Actions
- Commercial Litigation
- Debtor-Creditor
- Employee Benefits and Retirement Security
- Fiduciary Breach
- Financial Products and Services
- Institutional Investors
- Real Estate Securities

EDUCATION

University of Pennsylvania

B.A., *cum laude*, 1976

Arizona State University of College of Law

J.D., *summa cum laude,* 1982, Order of the Coif

Gary Gotto's diverse experience helps him meet his clients' diverse needs. Gary is a member of Keller Rohrback's nationally-recognized Complex Litigation Group. He has a broad range of practice experience and interests, including all aspects of corporate and real estate transactional work, securities issuance and compliance, Chapter 11 bankruptcy and workout matters, and general commercial and ERISA litigation. Gary speaks and teaches regularly on a number of topics, including an annual real estate bankruptcy case study presented at the Harvard Law School. He has practiced in Phoenix since 1982.

BAR & COURT ADMISSIONS

1982, Arizona

1982, U.S. District Court for the District of Arizona

2005, U.S. Court of Appeals for the Second Circuit

PROFESSIONAL & CIVIC INVOLVEMENT

State Bar of Arizona, *Member; Chair,* Subcommittee on Revising the Limited Partnership Act, Business Law Section, 1991

Adjunct Professor Law, Arizona State University College of Law, 1989

PUBLICATIONS & PRESENTATIONS

Co-Author, *Arizona Legal Forms: Limited Liability Companies and Partnerships* (1996-2002).

Co-Author, *Limited Liability Companies and Partnerships* (1996-1997).

Guest Lecturer, *Chapter 11 Reorganizations*, Harvard Law School, 1996-1997, 1999, 2001, 2002.

Guest Lecturer, *Chapter 11 Reorganizations*, Stanford Law School, 2003.

Speaker, National Business Institutes, *Negotiating and Drafting Acquisition Agreements in Arizona*, 1997.

Speaker, National Business Institutes, *Choice of Business Entity in Arizona*, 1996.

Speaker, National Business Institutes, *Limited Liability Companies*, 1994.

Speaker, Professional Education Systems, Inc., Non-Corporate Business Forms, 1994.

Speaker, State Bar of Arizona, Limited Liability Companies, 1994.

Speaker, National Business Institutes, Arizona Limited Liability Company Legislation, 1993.

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BENJAMIN GOULD

CONTACT INFO

1201 Third Avenue, Suite 3200

Seattle, WA 98101

(206) 623-1900

bgould@kellerrohrback.com

PRACTICE EMPHASIS

- Appeals
- Class Actions
- Constitutional Law
- Employee Benefits and Retirement Security
- Fiduciary Breach
- Institutional Investors

EDUCATION

Yale University

B.A., *summa cum laude,* 2002, English, Phi Beta Kappa

Yale Law School

J.D., 2006, Editor, *Yale Law Journal,* Editor-in-Chief, *Yale Journal of Law and the Humanities*

Benjamin Gould makes the law work for his clients. Ben, a Seattle native, practices in Keller Rohrback's nationally recognized Complex Litigation Group. His ability to clearly and efficiently communicate factual and legal issues to his clients and courts allows him to adeptly serve the interest of clients who have been harmed by others' misconduct.

Ben has extensive experience in appellate litigation and has active appeals pending in state and federal courts throughout the nation. He has secured successful results for his clients before the U.S. Courts of Appeals for the Second, Eighth, and Ninth Circuits and numerous state appellate courts. Ben also maintains an active practice outside the appellate arena. He has represented clients in cases involving pensions, professional negligence, civil rights, and consumer-protection law, among other subjects.

Before joining the firm, Ben worked as a Legal Fellow of the ACLU Drug Law Reform Project, litigating cases related to drug policy and civil rights. He also served as a clerk to two federal appellate judges: the Honorable Betty Binns Fletcher of the U.S. Court of Appeals for the Ninth Circuit and the Honorable Diana E. Murphy of the U.S. Court of Appeals for the Eighth Circuit.

BAR & COURT ADMISSIONS

2007, California

2010, District of Columbia

2010, U.S. Court of Appeals for the Ninth Circuit

2011, Washington

2011, U.S. District Court for the Western District of Washington

2012, U.S. District Court for the Eastern District of Washington

2012, U.S. Court of Appeals for the Third Circuit

2013, U.S. Court of Appeals for the Second Circuit

2013, U.S. Court of Appeals for the Sixth Circuit

2013, U.S. Court of Appeals for the Eighth Circuit

2013, U.S. Court of Appeals for the Eleventh Circuit

2014, U.S. Court of Appeals for the First Circuit

2015, U.S. Supreme Court

PROFESSIONAL & CIVIC INVOLVEMENT

King County Bar Association, *Member*; Appellate Law Section

Washington State Bar Association, *Member*

Washington State Association for Justice, *Member*

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LAW OFFICES ◆ L.L.P.

HONORS & AWARDS

Selected to Rising Stars list in *Super Lawyers* - Washington, 2016-2017

PUBLICATIONS & PRESENTATIONS

Speaker on Rule 23(f) and Class Action Appeals, American Bar Association 19th Annual National Institute on Class Actions, New Orleans, LA, 2015.

A Review of Antonin Scalia and Bryan A. Garner, Reading Law (2012), in Trial News, March 2014.

Derek W. Loeser & Benjamin Gould, *Point/Counterpoint: Is Rule 23(b)(1) Still Applicable to ERISA Class Actions?*, ERISA Compliance and Enforcement Library of the Bureau of National Affairs, Inc. (May 1, 2009).

Derek W. Loeser & Benjamin Gould, *The Continuing Applicability of Rule 23(b)(1) to ERISA Actions for Breach of Fiduciary Duty, Pension & Benefits Reporter*, Bureau of national Affairs, Inc. (Sept. 1, 2009).*

Derek W. Loeser, Erin M. Riley & Benjamin Gould, *2010 ERISA Employer Stock Cases: The Good, the Bad, and the In Between-Plaintiffs' Perspective*, Pensions & Benefits Daily, Bureau of National Affairs, Inc. (Jan. 28, 2011).

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CHRISTOPHER GRAVER

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PRACTICE EMPHASIS

- Business Litigation
- Bankruptcy and Creditors' Rights

EDUCATION

St. John's College

B.A., 1976

University of New Mexico

J.D., *magna cum laude,* 1990
Order of the Coif

Chris is a member of Keller Rohrback's Complex Litigation and Bankruptcy Groups, representing debtors, creditors, Court-appointed committees, and asset purchasers in Chapter 11 reorganization proceedings and out-of-court workouts. Chris also has wide-ranging experience in complex commercial litigation from corporate restructuring to matters of breach of fiduciary duty, commercial bankruptcy, commercial real estate, contracts, patent infringement, and environmental insurance coverage.

Together with colleagues he has represented clients as diverse as the committee of victims of clergy sexual abuse in the Chapter 11 reorganization of a Catholic diocese, a developer restructuring a portfolio of real property interests nationwide, and a national company acquiring a competitor's assets in a bankruptcy-court-approved sale in California.

A graduate of the great books liberal arts program at St. Johns' College in Santa Fe, Chris earned his law degree from the University of New Mexico Law School magna cum laude in 1990. While his practice is centered in the Southwest, Chris represents clients in federal courts coast to coast.

BAR & COURT ADMISSIONS

Arizona, 1990

United States District Court for the District of Arizona, 1990

United States Bankruptcy Appellate Panel of the Ninth Circuit

United States Court of Appeals for the Ninth Circuit

PROFESSIONAL & CIVIC INVOLVEMENT

American Bankruptcy Institute, *Member*

Arizona State Bar Association, *Member*

Maricopa County Bar Association, *Member*

PUBLICATIONS & PRESENTATIONS

"Confirming the Catholics: The Diocese of Tucson Experience, Norton Bankruptcy Law Advisor," 2005.

"Representing the Tort Claimants' Committee in the Chapter 11 Case Filed by the Roman Catholic Diocese of Tucson, prepared for the National Conference of Bankruptcy Judges," 2005.

"Decoding the Code," *AzBusiness Magazine*, 2005.

Speaker, Maricopa County Bar Association presentation, *New Bankruptcy Code: Changing the Way Creditors are Treated*, 2006.

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MARK GRIFFIN

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PRACTICE EMPHASIS

- Antitrust & Trade Regulation
- Class Actions
- Commercial Litigation
- Consumer Protection
- Governments & Municipalities
- Intellectual Property
- Mass Personal Injury
- Securities

EDUCATION

Marquette University

B.S., *magna cum laude*, 1983, Economics Faculty Award

Gonzaga University School of Law

J.D., *magna cum laude*, 1986, Thomas More Scholar

Mark Griffin has over 25 years of experience in antitrust litigation. As a member of Keller Rohrback's nationally recognized Complex Litigation Group, Mark has litigated over 80 class action cases to successful conclusions. Mark joined Keller Rohrback in 1988 after serving as a judicial law clerk for Magistrate Judge Philip K. Sweigert of the U.S. District Court for the Western District of Washington. He helped launch the firm's antitrust practice with achievements including $49.5 million in settlements in the *Specialty Steel Pipe Antitrust Litigation*, paving the way for the firm's success in other class action litigation. Mark has been a partner at Keller Rohrback for almost 20 years, has served on the firm's Executive Committee since 2001, and has chaired the Antitrust Practice Group since 2007. Most recently, his leadership in an antitrust class action resulted in settlements totaling almost $90 million for registered nurses employed by hospitals in Detroit, (Cason-Merenda v. VHS Michigan, Inc.).

Since 2004, Mark has volunteered his time as pro bono coordinator at Keller Rohrback. He serves as a member of the Board of Trustees of the Legal Foundation of Washington (LFW) and previously as a board member and officer of the Legal Aid for Washington Fund (LAW Fund). The LFW and the LAW Fund through their Campaign for Equal Justice raise charitable contributions to ensure that justice is a reality, not just for those who can afford it, but for everyone in Washington state. In 2013, the firm received the President's Award from the LFW for its work in *Jerry Cooper, Inc. v. Lifequotes of America, Inc.*, a case in which Mark helped achieve judgments totaling over $760 million in favor of the plaintiff class. Mark also volunteers at Public Justice and has served as chair of the Consumer Protection, Antitrust & Unfair Business Practices Section of the Washington State Bar Association.

BAR & COURT ADMISSIONS

1986, Washington

2010, Arizona

1986, U. S. District Court for the Western District of Washington

1989, U. S. Court of Appeals for the Ninth Circuit

1990, U. S. District Court for the Eastern District of Washington

1993, U. S. Supreme Court

2008, U. S. Court of Appeals for the Fourth Circuit

2009, U. S. District Court for the Eastern District of Michigan

2009, U. S. District Court for the District of Columbia

2010, U. S. Court of Appeals for the Eleventh Circuit

2013, U.S. Court of Appeals for the Sixth Circuit

2014, U.S. Court of Appeals for the Tenth Circuit

KELLER ROHRBACK

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HONORS & AWARDS

AV Rating, Martindale-Hubbell, 2000-Present

President's Award, Legal Foundation of Washington, 2013

Named to Washington Super Lawyers list, 2011-2012, 2014-2017

Named a Rising Star, Super Lawyers – Washington, 2000

Thomas More Scholarship, 1983-1986

American Jurisprudence Award in Antitrust, 1986

American Jurisprudence Award in Remedies, 1986

American Jurisprudence Award in Agency and Partnerships, 1985

American Jurisprudence Award in Corporations, 1985

American Jurisprudence Award in Property, 1984

Alpha Sigma Nu (National Jesuit Honors Society) 1983

Beta Gamma Sigma (National Business Honors Society), 1982

Pi Sigma Alpha (National Political Science Honor Society), 1982

Pi Gamma Mu (International Honor Society in Social Science), 1982

Economics Faculty Award (outstanding student majoring in economics) 1983

Delta Sigma Pi Scholarship, 1979-1983

PROFESSIONAL & CIVIC INVOLVEMENT

Board of Trustees of the Legal Foundation of Washington

The Fellows of the American Bar Foundation

King County Bar Association, *Member*

Washington State Bar Association, *Member*; formerly Executive Committee and Chair of the Antitrust, Consumer Protection & Unfair Business Practices Section

American Bar Association, *Member*; Litigation and Antitrust sections

American Civil Liberties Union of Washington, *Cooperating Counsel*

American Constitution Society, *Member*

Washington State Trial Lawyer's Association, *Member*

Federal Bar Association, *Member*

PUBLICATIONS & PRESENTATIONS

Antitrust Law Day at the University of Washington School of Law, February 7, 2018

"The Future of Reverse Payment Settlement Agreements after *FTC v. Actavis*," 30th Annual Antitrust, Consumer Protection and Unfair Business Practices Seminar, November 8, 2013

"Intellectual Property v. Cultural Property: From Colonization to Co-Existence," Intellectual Property Institute of Canada, September 27, 2013

Contributor, "Concurrent Antitrust Criminal and Civil Proceedings: Identifying Problems and Planning for Success," American Bar Association, 2013

"Profile/Lynn Sarko: Leading the Way," Bar Bulletin, December, 2011

"Cy Pres – News on Recent Decisions which may affect cy pres in the future," LAW Fund Executive Committee Meeting, September 15, 2011

"Current Issues in Antitrust, *Twombly* Pleading Standards" (speaking for Mark Samson), State Bar of Arizona, June 20, 2008

The New Rules for Business Litigators: Keeping Ahead of the Curve, "The New Rules in Class Action Litigation," Washington State Bar Association, November 13, 2007

Executive Editor, Washington Antitrust and Consumer Protection Handbook (2007 Supplement)

"Message from the Chair," Antitrust, Consumer Protection Unfair Business Practices Newsletter, Washington State Bar Association, Fall 2005

Program Chair, "The Essentials of Civil Settlement Strategies," Washington State Bar Association, October 8, 2003

Executive Editor, Washington Antitrust and Consumer Protection Handbook (Third Edition 2001)

Program Co-Chair, 2001 Antitrust, Consumer Protection and Unfair Business Practices Conference, Washington State Bar Association, November 9, 2001

Moderator, "How to Avoid Antitrust Actions Against Your Business Clients," Washington State Bar Association, November 6, 1998

Program Committee, "1995 and Counting: A Symposium on Practices, Procedures and Professionalism," Federal Bar Association of Western Washington, December 6, 1995

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PUBLICATIONS & PRESENTATIONS (CONT)

Program Committee, "Trials Viewed from the Bench: See What We See," Federal Bar Association of Western Washington, December 7, 1994

Questions of Law Column on Antitrust Law, Washington State Bar Association, 1992

Program Co-Chair, "Trial Practice Seminar," King County Bar Association, 1991

"Civil Service Protections for Police Officers," Washington State Council of Police Officers, October 12, 1989

"Contractual Liability of Companies and Individuals," International Television Association, Seattle Chapter, Legal Workshop, April 19, 1989

Note on Meier and Meier, 595 P.2d 474 (1979), 1986 Canadian-American Law Journal

KELLER ROHRBACK
LAW OFFICES ◆ L.L.P.



DEAN KAWAMOTO

CONTACT INFO

1201 Third Avenue, Suite 3200

Seattle, WA 98101

(206) 623-1900

dkawamoto@kellerrohrback.com

PRACTICE EMPHASIS

- Class Actions
- Environmental Litigation
- Financial Products & Services
- Institutional Investors
- Mortgage Put-Back Litigation
- Securities

EDUCATION

University of California at Berkeley

B.A., History and Biology, *High Distinction,* 1998

Yale Law School

J.D., 2003

University of Cambridge (UK)

LL.M., International Law, *First Class Honors,* 2007

Dean Kawamoto understands complex cases. Dean practices in the firm's nationally recognized Complex Litigation Group with a focus on financial services and securities law. His experience with complicated financial transactions, sophisticated institutional clients, and large-scale discovery makes him highly qualified to litigate high-stakes cases involving complex issues and significant damages.

Dean is currently part of the litigation team representing several of the Federal Home Loan Banks in litigation against dozens of issuers, underwriters, and sponsors of private label mortgage-backed securities worth $13 billion. He was also part of the trial team that successfully objected to the $8.5 billion settlement between Bank of New York Mellon and Bank of America over Countrywide's massive mortgage liabilities. The argument developed and presented by Keller Rohrback during the course of the trial was the only objection sustained to the settlement. Dean also represents institutional investors in connection with litigation over LIBOR. In addition to financial services and securities litigation, Dean has experience litigating cases involving consumer protection, product liability, environmental law, professional liability, and the First Amendment.

Dean also has an extensive background in environmental law. Dean has performed climate change research in the Arctic Tundra. He has worked for the United States Senate Committee on Environment and Public Works, where he was in charge of issues relating to water pollution and the Clean Water Act. During law school, he was a research assistant and teaching assistant to Professor Daniel Esty, the former Commissioner of the Connecticut Department of Energy and Environmental Protection. Dean also served as an adjunct instructor in environmental law and policy for the University of Southern California.

Before joining the firm, Dean practiced with Boies, Schiller & Flexner in Washington, D.C., and Munger, Tolles & Olson in Los Angeles. He also served as a clerk for the Honorable Wm. Matthew Byrne, U.S. District Judge for the Central District of California, and was previously a Professional Staff Member on the U.S. Senate Committee on Environment and Public Works and a Legislative Aide to Senator Lincoln D. Chafee of Rhode Island.

BAR & COURT ADMISSIONS

2004, California

2009, District of Columbia

2011, Washington

2004, U.S. District Court for the Central District of California

2015, U.S. District Court for the Northern District of California

2015, U.S. District Court for the Eastern District of California

2015, U.S. District Court for the Western District of Washington

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PROFESSIONAL & CIVIC INVOLVEMENT

Washington State Bar Association, *Member*

State Bar of California, *Member*

District of Columbia Bar, *Member*

American Bar Association, *Member*

HONORS & AWARDS

Selected to Rising Stars list in *Super Lawyers – Washington*, 2014-2015

Recipient of the Clifford Chance C.J. Hamson Prize for thesis on class actions

John Gardner Public Service Fellow

Recipient of the Departmental Citation for Integrative Biology (awarded to the top graduate in the major)

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ERIKA KEECH

CONTACT INFO

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PRACTICE EMPHASIS

- Class Action and Consumer Litigation

EDUCATION

Washington State University Honors College

B.A., 2006, *cum laude*

Gonzaga University School of Law

J.D., 2012, *cum laude,* Managing Editor, Gonzaga Law Review

Erika Keech is no stranger to standing up for justice. Her background and passion for public service guide her as a member of Keller Rohrback's nationally recognized Complex Litigation Group. Erika is committed to advocating for consumers, holding institutions accountable for wrongdoing, and keeping the public safe.

Erika was a summer associate at Keller Rohrback in 2010. After law school, she clerked for the Honorable Linda C. Krese in Snohomish County Superior Court, before joining the Snohomish County Prosecuting Attorney's Office. As a Deputy Prosecuting Attorney, Erika gained extensive trial, advocacy, and courtroom experience.

During law school, Erika was the Managing Editor of the Gonzaga Law Review and was a member of the National Appellate Advocacy Competition moot court team. Prior to law school, Erika worked at the Washington State Legislature and studied abroad in Costa Rica, Chile, and Spain.

BAR & COURT ADMISSIONS

2018, U.S. District Court for the Western District of Washington

2013, Washington

PROFESSIONAL & CIVIC INVOLVEMENT

Washington State Bar Association, *Member*

King County Bar Association, *Member*

Women in eDiscovery, *Member*

KELLER ROHRBACK
LAW OFFICES ◆ L.L.P.



RON KILGARD

CONTACT INFO

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RKilgard@kellerrohrback.com

PRACTICE EMPHASIS

- Appeals
- Antitrust & Trade Regulation
- Class Action
- Constitutional Law
- Employee Benefits & Retirement Security
- Fiduciary Breach
- Financial Products & Services

EDUCATION

Harvard College B.A., 1973, History

Harvard Divinity School M.T.S., 1975, Old Testament

Arizona State University College of Law J.D., 1979, Editor-in Chief, *Arizona State Law Journal*, Armstrong Award (outstanding graduate)

Ron Kilgard is a seasoned lawyer who understands that yesterday's rule changes are just as important as the landmark cases decided decades ago. Ron has 35 years of experience in civil litigation. He knows that the substantive law changes slowly (at least most of the time!). However, the relevant rules and judges' individual practices change almost daily, and they vary enormously from jurisdiction to jurisdiction and judge to judge. Balancing all of this is, for Ron, one of the many challenges and pleasures of law practice.

Ron's practice is focused primarily on commercial and financial matters. For the last 17 years, he has extensively litigated pension plan class actions, involving both plans regulated by the Employee Retirement Income Security Act ("ERISA") and non-ERISA plans such as public plans and so-called "church plans." Ron helped Keller Rohrback pioneer company stock ERISA litigation in the late 1990s and early 2000s, and he was part of the team that obtained settlements of over $265 million (in cash) in the Enron 401(k) litigation. In 2017, after six years of litigation, Ron prevailed in an action challenging as unconstitutional the cutbacks to the pensions of Arizona state court judges.

Ron is a Phoenix native. He clerked for the Honorable Mary M. Schroeder, U. S. Court of Appeals for the Ninth Circuit, in 1979-80 and has practiced in Phoenix ever since. He was one of the lawyers who formed the Phoenix affiliate of Keller Rohrback L.L.P. in November 2002. When not practicing law, he enjoys reading on the porch of his 1915 house with his Golden Retriever.

HONORS & AWARDS

Best Lawyers in America, 2017, ERISA practice.

PROFESSIONAL & CIVIC INVOLVEMENT

State Bar of Arizona, *Member*

District of Columbia Bar, *Member*

New York State Bar Association, *Member*

National Immigrant Justice Center, *Pro Bono Counsel*

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BAR & COURT ADMISSIONS

1979, Arizona Supreme Court

1979, U.S. District Court for the District of Arizona

1982, U.S. Court of Appeals for the Ninth Circuit

1995, U.S. Supreme Court

2005, U.S. Court of Appeals for the Second Circuit

2005, U.S. Court of Appeals for the Fifth Circuit

2007, U.S. District Court for the Eastern District of Michigan

2009, District of Columbia Court of Appeals

2010, U.S. Court of Appeals for the Fourth Circuit

2010, U.S. District Court for the District of North Dakota

2011, New York Supreme Court, Appellate Division

2012, U.S. District Court for the Southern District of New York

2013, U.S. District Court for the District of Colorado

2013, U.S. Court of Appeals for the Eighth Circuit

2014, U.S. Court of Appeals for the Sixth Circuit

2014, U.S. Court of Appeals for the Third Circuit

2015, U.S. Court of Appeals for the Seventh Circuit

2015, U.S. Court of Appeals for the Tenth Circuit

2016, U.S. District Court for the Southern District of Illinois

2016, U.S. District Court for the Western District of Oklahoma

2016, U.S. District Court for the Eastern District of Missouri

2016, U.S. District Court of the Central District of Illinois

2016, U.S. District Court of the Northern District of Indiana

PUBLICATIONS & PRESENTATIONS

Speaker, ABA Seminar, After Enron, 2006

Speaker, Chicago Bar Association, Company Stock Litigation, 2006

Speaker, West LegalWorks ERISA Litigation Conference, 2007

Speaker, National Center for Employee Ownership, *Fiduciary Implications of Company Stock Lawsuits*, 2012 and 2013

Speaker, American Conference Institute, *New Developments in Church Plan Litigation*, 2015-2017

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DAVID KO

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PRACTICE EMPHASIS

- Class Actions
- Consumer Protection
- Employee Benefits and Retirement Security
- Governments & Municipalities
- Securities

EDUCATION

University of Washington

B.A., 2002, History and Political Science

Seattle University School of Law

J.D., *cum laude,* 2006; National Order of Barristers

University of Washington School of Law

LL.M., 2007 Taxation

David practices in the firm's nationally recognized Complex Litigation Group where he represents government entities, retirement plans, institutional investors, ESOPs, and individuals in federal and state courts across the country. David focuses on cases involving breaches of fiduciary duty under ERISA, consumer protection violations, securities misrepresentations, and general corporate malfeasance. He has made substantial contributions to several multimillion dollar recoveries against some of the largest corporations in the country.

David has substantial trial experience in both federal and state court. He was part of the Steering Committee representing institutional investors—including the Federal Home Loan Banks of Chicago, Boston, and Indianapolis—objecting to a proposed $8.5 billion settlement presented by the Bank of New York Mellon in an effort to resolve Bank of America's liability arising out of Countrywide's issuance of mortgage-backed securities. The arguments raised by Keller Rohrback in an eight-week trial in New York Supreme Court were the only objections to the settlement sustained by the Court.

David also represented thousands of Super Bowl 49 ticket holders who purchased but did not receive their tickets as promised from various ticket brokers engaged in short-selling, including filing the first class action arising out of this widespread and deceptive practice.

Most recently, David has been appointed as a special deputy prosecuting attorney by numerous government entities as outside counsel in connection with opioid litigation against drug manufacturers and distributors of prescription opioids. David is one of the lead attorneys handling the firm's opioid cases and represents King, Pierce, Clark, Thurston, Skagit and Clallam Counties, as well as several cities in Washington State, including the City of Tacoma.

Prior to joining the firm, David clerked for the Honorable Ricardo S. Martinez, Chief U.S. District Judge in the Western District of Washington. David is also past President of the Korean American Bar Association of Washington, and a Fellow of the Washington Leadership Institute.

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BAR & COURT ADMISSIONS

2006, Washington

2010, U.S. District Court for the Western District of Washington

2010, U.S. District Court for North Dakota

2011, U.S. Court of Appeals for the Ninth Circuit

2016, U.S. District Court for the Eastern District of Michigan

2018, U.S. Court of Appeals for the Second Circuit

PROFESSIONAL & CIVIC INVOLVEMENT

Washington State Bar Association, *Member*

King County Bar Association, *Member*

Korean American Bar Association, *Board Member*

Asian American Bar Association, *Member*

National Center for Employee Ownership, *Member*

PUBLICATIONS & PRESENTATIONS

Speaker, National Center for Employee Ownership Annual Conference, *Fundamentals of the Repurchase Obligation* (Denver, CO, 2017)

Speaker, National Business Institute, *Legal Ethics: Top Attorney-Client Mistakes* (Seattle, WA, 2016)

Speaker, National Business Institute, *Title Law: Ethics* (Seattle, WA, 2016)

KELLER ROHRBACK
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TANYA KORKHOV

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PRACTICE EMPHASIS

- Employee Benefits & Retirement Security
- Complex Litigation

EDUCATION

New York University

B.A., *magna cum laude*, 2001

Benjamin N. Cardozo School of Law

J.D., 2005

Tanya Korkhov is a passionate advocate for her clients. As a member of Keller Rohrback's nationally recognized Complex Litigation Group, Tanya focuses on actions brought pursuant to the Employee Retirement Income Security Act of 1974 (ERISA), and other complex litigation matters.

Prior to joining Keller Rohrback, Tanya was associated for over ten years with a New York firm specializing in complex litigation, where she gained extensive experience with litigating fiduciary duty breach claims and shareholder derivative claims in both state and federal courts. Tanya has frequently supervised discovery in various complex actions, including multidistrict litigation proceedings, involving numerous depositions being conducted on parallel tracks in related actions, and electronic review of substantial document productions. Throughout her practice, Tanya has played a significant role in a number of high-profile recoveries achieved on behalf of the plaintiff classes. Tanya was a key member of the litigation team that recently obtained a $40 million settlement for the class of plan participants and beneficiaries in *In re American International Group, Inc. ERISA Litigation II*. Tanya has successfully represented clients in numerous other actions alleging fiduciary duty breaches or claims of corporate malfeasance that resulted in multimillion-dollar recoveries for retirement plan participants or shareholders who suffered investment losses.

As a member of the Securities Arbitration Clinic at the Benjamin N. Cardozo School of Law, where she earned her J.D., Tanya represented clients with limited means in securities-related proceedings. Tanya also represented Cardozo on a four-member team in the 2004 and 2005 annual Willem C. Vis International Commercial Arbitration Moot Competition held in Vienna, Austria. Subsequently, Tanya has frequently served as a volunteer team coach and judge for the Vis Moot.

Tanya is a charter member and serves on the board of the Rotary Club of Wall Street New York, which partners with various international and local organizations to improve the lives of New Yorkers and communities world-wide. Tanya also volunteers with other New York based non-profit groups committed to furthering education and community service.

BAR & COURT ADMISSIONS

2006, New York

2008, U.S. District Court for the Eastern District of New York

2008, U.S. District Court for the Southern District of New York

2015, U.S. Court of Appeals for the Second Circuit

PROFESSIONAL & CIVIC INVOLVEMENT

Rotary Club of Wall Street New York, *Charter and Board Member*

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CARI CAMPEN LAUFENBERG

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PRACTICE EMPHASIS

- Antitrust & Trade Regulation
- Appeals
- Class Actions
- Consumer & Data Privacy Protection
- Employee Benefits & Retirement Security
- Fiduciary Breach
- Financial Products & Services

EDUCATION

University of California, San Diego

B.A., 1993, Art History

University of Washington

M.A., 1998, Public Administration

University of Washington School of Law

J.D., 2003

As a partner in Keller Rohrback's nationally recognized Complex Litigation Group, Cari Laufenberg maintains a national practice representing consumers, employees, and institutions in complex consumer and employee class actions involving corporate fraud, privacy and data breach issues, breach of fiduciary duty, and the Employee Retirement Income Security Act ("ERISA"). Since joining Keller Rohrback, she has played a key role in obtaining multi-million dollar recoveries for consumers, employees, and shareholders in many of the firm's largest and most complex cases, including cases involving Anthem Inc., Sony Pictures Entertainment Inc., Marsh McLennan Companies, Goodyear Tire & Rubber Co., and HealthSouth Corporation.

Cari has been appointed to numerous leadership positions in federal courts across the country and serves as Co-Lead Counsel for over 2 million data breach victims in *In Re: 21st Century Oncology Customer Data Security Breach Litigation* in the Middle District of Florida. She also serves as an appointed member of several leadership committees including: I*n Re: Experian Data Breach Litigation i*n the Central District of California*, In Re: Vtech Data Breach Litigation,* and *In Re: 100% Grated Parmesan Cheese Marketing and Sales Practices Litigation*, both in the Northern District of Illinois, Eastern Division.

Over the past 14 years, Cari's background in nonprofit management and public administration has served her clients well. She is adept at organizing large complex cases, working collaboratively with other counsel, and developing a cogent strategy which achieves short-term goals and long-term successes. Before joining Keller Rohrback in 2003, Cari served as a judicial extern for Judge Barbara Jacobs Rothstein of the U.S. District Court for the Western District of Washington. She is a frequent speaker at national conferences on class actions, identity theft and privacy, and other complex litigation topics.

BAR & COURT ADMISSIONS

2003, Washington

2004, U.S. District Court for the Western District of Washington

2006, U.S. District Court for the Eastern District of Michigan

2006, U.S. Court of Appeals for the Eleventh Circuit

2011, U.S. Court of Appeals for the Seventh Circuit

2011, U.S. Court of Appeals for the Ninth Circuit

2013, U.S. Court of Appeals for the Eighth Circuit

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HONORS & AWARDS

Selected to Rising Stars list in *Super Lawyers – Washington*, 2008-2009, 2011

AV®, Peer Review Top-Rated by Martindale-Hubbell

PROFESSIONAL & CIVIC INVOLVEMENT

King County Bar Association, *Member*

Washington State Bar Association, *Member*

American Bar Association, *Member*

King County Washington Women Lawyers, *Member*; Member of the Board of Directors (2003-2005)

Washington Women Lawyers, *Member*

The William L. Dwyer American Inn of Court, *Founding Student Member* (2002-2003)

Federal Bar Association, *Member*

American Association for Justice, *Member*

Washington State Association for Justice, *Member*

Northwest Immigrant Rights Project, *Volunteer Attorney*

National Association for Public Pension Attorneys, *Member*

PUBLICATIONS & PRESENTATIONS

Presenter, *Legal Claims: Equifax and Other Data Breach Cases*, HarrisMartin's Equifax Data Breach Litigation Conference, Atlanta, GA, November 2017.

Tana Lin, Cari Laufenberg and Lisa A. Nowlin, Brief for American College of Obstetricians and Gynecologists as Amicus Curiae in Support of Respondent, *Coffey v. Public Hosp. Dist. No. 1, Skagit Cty. Wash. d/b/a Skagit Regional Health, et al.,* No. 75769-5) (Wash. Ct. App. Apr. 5, 2017).

Panelist, *Recent Settlements & Litigation Trends*, HB Litigation Conferences, Data Breach Litigation and Investigation Forum 2017, San Francisco, CA, January 2017.

Presenter, *Don't Be Spokeo'd: What You Need to Know in Litigating Data Breach Cases*, American Bar Association, Business Law Section Annual Meeting, Boston, MA, September 2016.

Panelist, *The Client's Perspective: ADR Users Share Insights Regarding What Mediators Do To Make the Process Succeed or Fail*, American Bar Association, 18th Annual Section of Dispute Resolution Spring Conference, New York, NY, April 2016.

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KELLER ROHRBACK
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ELIZABETH LELAND

CONTACT INFO

1201 Third Avenue, Suite 3200
Seattle, WA 98101
(206) 623-1900
bleland@kellerrohrback.com

PRACTICE EMPHASIS

- Class Actions
- Consumer Protection
- Employee Benefits & Retirement Security
- Fiduciary Breach
- Financial Products & Services
- Institutional Investors
- Securities

EDUCATION

University of Washington

B.A., 1989, Business Administration with double concentration in Finance and Business Economics

University of Puget Sound School of Law

J.D., *cum laude,* 1993

Beth Leland pays attention to the details. As a longtime member of the firm's Complex Litigation Group, Beth prides herself on crafting creative arguments to plead cases in her clients' best interests. She also strives to be on the forefront of technological innovation, managing electronic discovery in complex cases to increase accuracy and efficiency in order to maximize benefits to her clients, while minimizing client discovery burdens and costs. Beth has nearly twenty years of experience litigating complex cases arising from investment fraud at both the trial and appellate levels and has also gained experience in consumer protection, mass tort, and antitrust litigation. Notable cases include mortgage-backed securities litigation on behalf of the Federal Home loan Banks of Boston, Chicago, and Indianapolis. She has also played a key role in numerous cases resulting in multi-million dollar settlements, including against Anicom Inc., Apple, Inc., Dynegy Inc., IKON Office Solutions, Merrill Lynch & Co., United Companies Financial Corp., and Xerox Corporation.

Beth has spoken at conferences and as a guest lecturer at the Seattle University School of Law.

Before joining Keller Rohrback in 1998, Beth spent several years in general civil practice in the Seattle area. Outside of work, Beth can be found skiing, spending time with friends, or cheering on her favorite team at Husky Stadium.

BAR & COURT ADMISSIONS

1993, Washington

1994, U. S. District Court for the Western District of Washington

1998, U.S. Court of Appeals for the Ninth Circuit

2003, U.S. Court of Appeals for the Eleventh Circuit

2003, U.S. Court of Appeals for the Fifth Circuit

2005, U.S. Court of Appeals for the Seventh Circuit

2009, U.S. District Court for the Eastern District of Michigan

2010, U.S. Court of Appeals for the Fourth Circuit

PROFESSIONAL & CIVIC INVOLVEMENT

King County Bar Association, *Member*

Washington State Bar Association, *Member*; Antitrust, Consumer Protection & Unfair Business Practices Section; Labor & Employment Section; and Litigation Sections

American Bar Association, *Member*; Antitrust and Litigation Section

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PROFESSIONAL & CIVIC INVOLVEMENT (CONT)

American Bar Association, *Member*; Antitrust and Litigation sections

King County Bar Association, *Member*

Washington State Bar Association, *Member;* Antitrust, Consumer Protection & Unfair

Business Practices, Labor & Employment, and Litigation sections American Bar Association, *Member;* Antitrust and Litigation sections

American Bar Association, *Member*; Antitrust and Litigation Section

Cancer Pathways (formerly Gilda's Club), *Volunteer*

King County Bar Association, *Member*

King County Washington Women Lawyers, *Member*

Seattle University School of Law Alumni Association, *Member*

Sedona Conference Working Groups 1 (Electronic Document Retention and Production) and 2 (Protective Orders, Confidentiality and Public Access), *Member*

University of Washington Alumni Association, *Member*

Washington State Association for Justice, *Member*

Washington State Bar Association, *Member*; Antitrust, Consumer Protection & Unfair Business Practices Section; Labor & Employment Section; and Litigation Sections

Washington Women Lawyers, *Member*

Women in eDiscovery, Seattle Chapter, *Member*

King County Bar Association Housing Justice Project, 1999-2003, *Volunteer Attorney*

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JEFFREY LEWIS

CONTACT INFO

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Oakland, California 94612

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jlewis@kellerrohrback.com

PRACTICE EMPHASIS

- Appeals
- Employee Benefits and Retirement Security
- Complex Litigation
- Employment Litigation
- Private Judge, Mediator, Special Master

EDUCATION

Yale University

B.A., 1970

University of California at Berkeley School of Law

Order of the Coif – J.D., 1975

Jeffrey Lewis has specialized in ERISA and employee benefits law since 1975. He has successfully litigated individual, group, and class action claims on behalf of hundreds of thousands of employees, retirees, and the disabled. He was a founding partner of Lewis, Feinberg, Lee & Jackson, one of the first firms in the nation to specialize in ERISA litigation on behalf of plaintiffs. Among his major successes was serving as one of appointed counsel for employees of WorldCom, Inc. in a class action which resulted in a settlement that paid more than $47 million to participants in WorldCom's 401(k) plan. Mr. Lewis serves as a mediator both for the U.S. District Court for the Northern District of California and privately, and has served as an arbitrator and expert witness in ERISA cases. He has also advised employee groups and benefit plan fiduciaries.

In addition to his litigation and advisory activities throughout the U.S., Mr. Lewis has testified before Congressional committees regarding pension issues, serves as one of the Co-Chairs of the Senior Board of Editors of the Employee Benefits Law treatise, has taught employee benefits law at the University of California at Berkeley School of Law, and also has taught pension law courses at several other law schools.

BAR & COURT ADMISSIONS

1975, California

PROFESSIONAL & CIVIC INVOLVEMENT

Elected as a charter fellow of the College of Employee Benefits Counsel, Board of Governors

American Bar Association, Member, Labor & Employment Section, Former Plaintiff Co-Chair of the Employee Benefits Committee

AC Transit Retirement Board, Chair, Board of Trustees

Goodyear Retiree Health Care Trust, Member of the Plan Committee

National Employment Lawyers Association, Member of the Amicus Committee

HONORS & AWARDS

Super Lawyers List, Super Lawyers magazine, 2005-2017

Top 100 Lawyers in Northern California, Super Lawyers magazine, 2010-2016

Top Attorney for ERISA Plaintiffs in the San Francisco Bar Area, The Recorder

Forty Top Benefits Attorneys, The National Law Journal, 1998

KELLER ROHRBACK
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PUBLICATIONS & PRESENTATIONS

Co-Chair of the Board of Senior Editors of Lewis, et al., Employee Benefits Law (3d ed. BNA)

Former editor of the Discrimination Claims Under ERISA chapter of Employee Rights Litigation: Pleading and Practice (Matthew Bender, 1991)

Frequent speaker on ERISA topics such as preemption, fiduciary duty, and benefit claims at seminars sponsored by the American Bar Association, the Bureau of National Affairs, the National Employment Lawyers Association (NELA), and other organizations.

KELLER ROHRBACK
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TANA LIN

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PRACTICE EMPHASIS

- Antitrust & Trade Regulation
- Class Actions
- Consumer Protection
- Employment Law
- Fiduciary Breach
- Mutual Fund Excessive Fees
- Whistleblower

EDUCATION

Cornell University

A.B., *with distinction*, 1988, Government

New York University School of Law

J.D., 1991, Root-Tilden-Snow Scholar

Tana Lin fights hard for her clients, building cases that are legally and factually compelling. Tana has 25 years of litigation experience in civil and criminal matters in state and federal courts throughout the country. She is a member of the firm's nationally recognized Complex Litigation Group.

Tana joined Keller Rohrback in 2004 after practicing as a civil rights and criminal defense attorney. She began her legal career as a trial attorney with the Public Defender Service for the District of Columbia, one of the preeminent public defender offices in the country, where she handled cases at the trial level and argued appellate cases before the District of Columbia Court of Appeals.

Tana then joined the Employment Litigation Section of the Civil Rights Division of the U.S. Department of Justice where she enforced federal discrimination laws across the country. At DOJ, and later at the Chicago District Office of the U.S. Equal Employment Opportunity Commission, she investigated and prosecuted employment discrimination cases against large governmental entities such as the Louisiana State Police and private corporations such as Wal-Mart. She also served as the Litigation Coordinator for the Michigan Poverty Law Program, developing statewide projects to address issues facing the underprivileged and crafting creative solutions by developing partnerships with interested stakeholders.

At Keller Rohrback, Tana has achieved significant settlements for her clients. She has won landmark victories for shareholders of mutual funds in suits alleging breaches of fiduciary duty by investment advisors in violation of the Investment Company Act. She has protected the retirement funds of employees whose employers breached their fiduciary duties in violation of the Employee Retirement Income Security Act (ERISA). Tana has also stood up for workers who had been denied their proper wages and overtime payments. Tana was recently part of the trial team representing 20,000 Detroit nurses alleging an antitrust conspiracy by healthcare providers to depress compensation levels. This extraordinary case settled on the eve of trial. In total, Tana played an essential role in recovering almost $90 million on behalf of affected Detroit nurses.

Tana's wide ranging experience helps her quickly grasp what issues will dictate a case's outcome, and she works tirelessly to see that her clients obtain the best result available.

BAR & COURT ADMISSIONS

1991, District of Columbia

2000, Illinois

2001, Michigan

2004, Washington

HONORS & AWARDS

Named to Washington Super Lawyers list, 2012, 2014 - 2017

U.S. Department of Justice Special Achievement Award, 1997

KELLER ROHRBACK
LAW OFFICES ◆ L.L.P.

PROFESSIONAL & CIVIC INVOLVEMENT

ACLU of Washington: *Board of Directors*, 2016-present; *Legal Committee*, 2015-present; *Executive and Budget Committees*, 2017

American Association for Justice, *Member*

American Bar Association, *Member*

American Bar Association Gun Violence Advisory Committee, *Member*, 2016-2017

Asian Bar Association of Washington, *Member,* 2006-present; *Board of Directors,* 2010-2012

Joint Asian Judicial Evaluation Committee, *Member,* 2006-2008, 2011-2013, 2015-present; *Chairperson,* 2010

King County Bar Association, *Member*

Lawyers Fostering Independence Program, *Volunteer Attorney,* 2008-present

Mother Attorneys Mentoring Association (MAMAS), *Founding Member*

National Employment Lawyers Association, *Member*

Washington State Bar Association, *Member*

Washington State Association for Justice, *Member*

PUBLICATIONS & PRESENTATIONS

Faculty and Lecturer, NITA Deposition Advocacy Program, Seattle, WA, Oct. 2017.

Presenter, ACLU Law & Liberty Series: Litigating Against Trump's Muslim Ban, Seattle, WA, May 2017.

Presenter, Women Antitrust Plaintiffs' Attorneys Networking Event, Minneapolis, MN, *How to Prepare for the Big Event: Trial (The Last 90 Days*), Oct. 2010.

Faculty, Trial Advocacy College, National Legal Aid and Defender Association, Philadelphia, PA, July 2005.

Tana Lin, *Recovering Attorney's Fees under the Individuals With Disabilities Education Act,* West's Education Law Reporter, 180 Ed.LawRep. 1 (2003).

Civil Track Plenary Panelist, National Legal Aid and Defender Annual Conference, Seattle, WA, *Navigating the Crossroads of Change: Where Do We Go from Here?*, Nov. 2003.

Presenter, National Legal Aid and Defender Annual Conference, Seattle, WA, Holistic Advocacy for Youth: Addressing the Basic Needs of Children Through Civil, Criminal and Community Collaborations, Nov. 2003.

Presenter, National Legal Aid and Defender Annual Conference, Seattle, WA, Civil and Criminal Strategies for Protecting Clients Accused of Food Stamp Fraud, Nov. 2003.

Lead Trainer, Negotiation Skills Training, Committee on Regional Training, Ann Arbor, MI, Oct. 2003.

Faculty and Lecturer, Trial Advocacy Training for Legal Aid Attorneys, National Legal Aid and Defender Association, Los Angeles, CA, July 2003.

Trainer, Basic Lawyering Skills Training, Committee on Regional Training, Ann Arbor, MI, Dec. 2002.

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DEREK LOESER

CONTACT INFO

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dloeser@kellerrohrback.com

PRACTICE EMPHASIS

- Antitrust & Trade Regulation
- Appeals
- Class Action & Consumer Litigation
- Employee Benefits & Retirement Security
- Employment Law
- Environmental Litigation
- Financial Products & Services
- Governments and Municipalities
- Institutional Investors
- Mortgage Put-Back Litigation
- Securities Fraud
- Whistleblower

Derek Loeser is a senior member of Keller Rohrback's nationally recognized Complex Litigation Group and a member of the firm's Executive Committee. He maintains a national practice prosecuting class action and large-scale individual cases, including corporate fraud and misconduct, securities, Employee Retirement Income Security Act ("ERISA") pension and health plan, breach of fiduciary duty, and investment mismanagement cases. Derek has served as lead and co-lead counsel in large, complex cases in state and federal courts around the country.

Derek has been a plaintiffs' attorney for over 20 years. He has a passion for taking on large corporations and holding them accountable for wrongdoing. Through all stages of litigation, including trial, he has helped recover billions of dollars for consumers, employees, retirees, retirement plans and institutions. Notable cases include the Wells Fargo unauthorized account consumer class action, for which he serves as lead counsel. Derek and the Keller Rohrback team achieved a $142 million settlement that requires Wells Fargo to refund all improper fees, and provide first-of-its kind credit damage reimbursement, among other relief, to Wells Fargo customers. Other notable cases include mortgage-backed securities cases on behalf of the Federal Home Loan Banks of Chicago, Indianapolis and Boston; ERISA class cases on behalf of employees of Enron, WorldCom, Countrywide, and Washington Mutual, among others, whose retirement savings were decimated by corporate fraud and abuse; fraud, RICO, and antitrust cases against drug manufacturers, pharmacy benefit managers and insurance companies for conspiring to drive up the cost of life-saving medications, such as insulin and epinephrine (EpiPens).

Derek also represents state and local government entities in a number of matters, including ongoing cases against opioid manufacturers for misrepresenting the safety and efficacy of opioids for chronic pain. The opioid cases are quintessential examples of the type of litigation Derek and the Keller Rohrback team pursue with purpose and passion: corporate fraud and malfeasance causing serious harm to the public.

Many of Derek's cases have required coordinating with state and federal agencies involved in litigation that parallels cases pursued by Keller Rohrback, including states attorneys general, the Department of Justice, and the Department of Labor. In addition, Derek has extensive experience negotiating complex, multi-party settlements, and coordinating with the many parties and counsel necessary to accomplish this.

Before joining Keller Rohrback, Derek served as a law clerk for the Hon. Michael R. Hogan, U.S. District Court for the District of Oregon, and was a trial attorney in the Employment Litigation Section of the Civil Rights Division of the U.S. Department of Justice in Washington, D.C. He is a frequent speaker at national conferences on class actions, ERISA and other complex litigation topics.

KELLER ROHRBACK
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EDUCATION

Middlebury College

B.A., *summa cum laude*, 1989, American Literature (highest department honors), Stolley-Ryan American Literature Prize, Phi Beta Kappa

University of Washington School of Law

J.D., *with honors*, 1994

HONORS & AWARDS

Listed as Lawdragon 500 Leading Lawyers in America 2018

Selected to Super Lawyers list in Super Lawyers - Washington, 2007-2012, 2014-2017

AV®, Peer Review Top-Rated by Martindale-Hubbell

Recipient of the 2010 Burton Award for Legal Achievement for the article, *The Continuing Applicability of Rule 23(b)(1) to ERISA Actions for Breach of Fiduciary Duty, Pension & Benefits Reporter*, Bureau of National Affairs, Inc. (Sept. 1, 2009)

Selected to Rising Stars list in Super Lawyers - Washington, 2005-2007

U.S. Department of Justice Award for Public Service, 1996

U.S. Department of Justice Achievement Award, 1996

U.S. Department of Justice Honors Program Hire, 1994

BAR & COURT ADMISSIONS

1994, Washington

1998, U.S. District Court for the Western District of Washington

1998, U.S. District Court for the Eastern District of Washington

2002, U.S. District Court for the Eastern District of Michigan

2004, U.S. District Court for the Northern District of Illinois

2010, United States Supreme Court

1998, U.S. Court of Appeals for the Ninth Circuit

2006, U.S. Court of Appeals for the Eleventh Circuit

2009, U.S. Court of Appeals for the Eighth Circuit

2010, U.S. Court of Appeals for the Fourth Circuit

2012, U.S. Court of Appeals for the Third Circuit

2013, U.S. Court of Appeals for the Second Circuit

2014, U.S. Court of Appeals for the First Circuit

2017, New York

PROFESSIONAL & CIVIC INVOLVEMENT

King County Bar Association, *Member*

Washington State Bar Association, *Member*

American Bar Association, Member; *Employment Benefits Committee Member*

National Employment Lawyers Association, *Member*

American Civil Liberties Union of Washington, *Cooperating counsel*

PUBLICATIONS & PRESENTATIONS

Panelist, HarrisMartin's MDL Conference: Opioid, Equifax & Talcum Powder – *Opioid Litigation Landscape: Venues, Jurisdictional Hurdles, Defenses and Cause of Action*, St. Louis, MO, Nov, 2017.

Panelist, HarrisMartin's National Opioid Litigation Conference - *Current Landscape of Opioid Litigation*, Chicago, IL, October, 2017.

Speaker, *Trends in Auto Defect Litigation*, Seattle, WA, May, 2017.

Panelist, Law Seminars International - VW Diesel Emissions Litigation: A Case Study of the Interplay Between Government Regulatory Activity and Consumer Fraud Class Actions, May 6, 2016.

Speaker, *Class Action & Data Breach Litigation*, Santa Barbara, CA, March, 2016.

Speaker, *Fiduciary Challenges in a Low Return Environment*, Seattle, WA, December, 2014.

Speaker, *Post-Certification Motion Practice in Class Actions*, Seattle, WA, June, 2014.

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PUBLICATIONS & PRESENTATIONS (CONT)

Speaker, *Investment Litigation: Fees & Investments in Defined Contribution Plans*, ERISA Litigation, Washington, D.C., 2012.

Speaker, *Post-Certification: Motion Issues in Class Actions*, Litigating Class Actions, Seattle, WA, 2012.

Derek W. Loeser, Erin M. Riley & Benjamin B. Gould, 2010 *ERISA Employer Stock Cases: The Good, the Bad, and the In Between-Plaintiffs' Perspective*, Pension & Benefits Daily, Bureau of National Affairs, Inc. (Jan. 28, 2011).

Derek W. Loeser & Erin M. Riley, *The Case Against the Presumption of Prudence*, Pension & Benefits Daily, Bureau of National Affairs, Inc. (Sept. 10, 2010).

Speaker, ABA Mid-Winter Meeting, San Antonio, TX, 2010.

Speaker, 22nd Annual ERISA Litigation Conference - New York, NY, Nov. 2009.

Speaker, 22nd Annual ERISA Litigation Conference - Las Vegas, NV, Oct. 2009.

Derek W. Loeser & Benjamin B. Gould, *The Continuing Applicability of Rule 23(b)(1) to ERISA Actions for Breach of Fiduciary Duty*, Pension & Benefits Reporter, Bureau of National Affairs, Inc. (Sept. 1, 2009).

Derek W. Loeser & Benjamin B. Gould, *Point/Counterpoint: Is Rule 23(b)(1) Still Applicable to ERISA Class Actions?*, ERISA Compliance and Enforcement Library of the Bureau of National Affairs, Inc. (May 1, 2009).

Derek W. Loeser, *The Legal, Ethical, and Practical Implications of Noncompetition Clauses: What Physicians Should Know Before They Sign*, J.L. Med. & Ethics, Vol. 31:2 (2003).

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PRACTICE EMPHASIS

- Antitrust & Trade Regulation
- Class Action & Consumer Litigation
- Consumer & Data Privacy Protection
- Financial Products & Services
- Intellectual Property
- Securities

EDUCATION

Claremont McKenna College

B.A., 2007, Government and Leadership Sequence, Departmental Honors in Government

Columbia Law School

J.D., 2010, Harlan Fiske Stone Honors Scholar

Ryan McDevitt protects market participants. Ryan is a member of Keller Rohrback's nationally recognized Complex Litigation Group. His practice focuses on ensuring fairness in the marketplace on behalf of investors, innovators, and consumers.

Ryan has experience litigating cases involving securities fraud and financial mismanagement, consumer protection and antitrust claims, intellectual property infringement, and federal labor law violations in state and federal courts across the country. He currently represents Volkswagen, Audi, and Porsche consumers in the high-profile Volkswagen "Clean Diesel" multi-district litigation; the Federal Home Loan Banks of Boston, Chicago, and Indianapolis against dozens of issuers, underwriters, and sponsors of private label mortgage-backed securities worth $13 billion; and putative classes of mortgage borrowers in cases relating to unfair and deceptive treatment by mortgage servicers and banks during and after the financial crisis. Ryan is also involved in complex intellectual property litigation, representing the Navajo Nation in a trademark suit involving Urban Outfitters' infringement of the NAVAJO trademark.

Before joining the firm, Ryan served as a law clerk in the Antitrust Division of the Washington State Attorney General where he worked on a multistate investigation concerning an international price-fixing conspiracy as well as on local Washington antitrust matters. In law school, he served as a research assistant to June Besek, chair of the ABA Copyright Task Force.

Outside of work, Ryan enjoys skiing, backpacking, travel and soccer.

BAR & COURT ADMISSIONS

2010, Washington

2011, U.S. District Court for the Western District of Washington

2012, U.S. Court of Appeals for the Ninth Circuit

PROFESSIONAL & CIVIC INVOLVEMENT

Washington State Bar Association, *Member*

King County Bar Association, *Member*

American Bar Association, *Member*

Seattle Academy of Arts & Sciences, *Alumni Board President, Board of Trustees Member Ex Officio*

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DANIEL MENSHER

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PRACTICE EMPHASIS

- Consumer Protection
- Environmental Litigation
- Financial Products and Services
- Government and Municipalities
- Mass Personal Injury

EDUCATION

Wesleyan University

B.A., 1998, History

University of Wisconsin

M.S., 2002, Geography

Lewis & Clark Law School

J.D., *cum laude*, 2007, Environmental Law Certificate; Cornelius Honors Society; Articles Editor, *Environmental Law Review*

Daniel Mensher translates thorough preparation into courtroom success. Dan practices in Keller Rohrback's nationally-recognized Complex Litigation Group with a focus on complex environmental and consumer protection litigation. He enjoys collaborating with his colleagues and clients to identify problems and find creative, convincing solutions.

Dan has litigated important environmental and consumer cases across the country in federal and state court. He's one of the attorneys representing the City of Tacoma in its fight to hold opioid manufacturers accountable.

Before joining the firm, Dan was an environmental law professor at Lewis & Clark Law School in Portland, Oregon, where he also litigated cases involving toxic waste, water pollution, and natural resource management. He has sat on governmental advisory boards and helped to draft key environmental regulations in place today. Dan uses his passion and experience to protect our environment and the people and communities that rely on clean air, water, and products.

BAR & COURT ADMISSIONS

2007, Oregon

2014, Washington

2008, U.S. Court of Appeals for the Ninth Circuit

2008, U.S. District Court for the District of Oregon

2010, U.S. Court of Appeals for the District of Columbia

2011, U.S. District Court for the District of Wisconsin

2014, U.S. District Court for the Eastern District of Washington

PROFESSIONAL & CIVIC INVOLVEMENT

Oregon State Bar Association, *Member*

Washington State Bar Association, *Member*

Toxic Free Future, *Board Member*

Northwest Environmental Defense Center, *Board Member*

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PUBLICATIONS & PRESENTATIONS

Speaker, Bridgeport Environmental Class Action Webinar, March 2016

Speaker, Harris Martin Porter Ranch Gas Leak Litigation Conference, "Testing of the Air Quality and Expert Witnesses for the Cases," 19 January 2016

Daniel P. Mensher, With Friends Like These...: The Trouble With Auer Deference, 43 Envtl. Law Rev. 4 (2013).

Speaker, Oregon Water Law Conference, November 7, 2013 (Addressing issues in Water Quality Trading)

Speaker, Northwest Environmental Conference and Tradeshow, December 11, 2013 (The Precautionary Principle in Environmental Law)

Speaker, RainOps Conference, 2013, Spokane, WA, Longview, WA (Clean Water Act stormwater regulation)

Presenter, Oregon State Bar Environmental and Natural Resources Committee annual Continuing Legal Education Program, 2013 (salmon issues in Oregon and the Pacific Northwest)

Speaker, Oregon State Bar brown bag CLE debate with Oregon DOJ assistant attorney general about the Supreme Court case Decker v. NEDC, 2012

Daniel P. Mensher, Common Law On Ice: Using Federal Nuisance Law to Address Global Warming, 37 Envtl. Law Rev. 2 (2007).

Chris Rycewicz and Dan Mensher, Growing State Authority Under the Clean Water Act, 22 Nat. Resources & Env't 2 (2007).

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IAN MENSHER

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PRACTICE EMPHASIS

- Class Actions
- Employee Benefits & Retirement Security
- Fiduciary Breach
- Financial Products & Services
- Institutional Investors
- Securities

EDUCATION

Wesleyan University

B.A., 2002, Romance Literatures (French & Italian), *Phi Beta Kappa*

University of Washington

J.D., 2007, Executive Comment Editor, Pacific Rim Law and Policy Journal

Ian Mensher understands that different clients have different goals. Ian practices in Keller Rohrback's nationally recognized Complex Litigation Group. He represents both institutional and individual investors in cases involving financial fraud and investment mismanagement. Ian provides frank and honest guidance that is tailored to meet the specific needs of his clients.

After graduating from the University of Washington School of Law, Ian clerked for the Honorable Jerome Farris on the Ninth Circuit Court of Appeals. Ian also clerked for the Honorable Marsha J. Pechman on the U.S. District Court for the Western District of Washington. Ian's rich experience in the federal court system brings a unique and important perspective to guide the important strategic decisions in litigation.

Ian is fluent in French and Italian. He is the president of the Keller Rohrback Cycling Team and spends much of his free time racing both on the road and at the velodrome.

BAR & COURT ADMISSIONS

2007, Washington

2008, U.S. District Court for the Western District of Washington

2008, U.S. Court of Appeals for the Ninth Circuit

2013, U.S. District Court for the Eastern District of Washington

PROFESSIONAL & CIVIC INVOLVEMENT

Washington State Bar Association, *Member*

King County Bar Association, *Member*

Federal Bar Association, *Member*

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MICHAEL W. MEREDITH

CONTACT INFO

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PRACTICE EMPHASIS

- Complex litigation

EDUCATION

Whitman College

BA, *magna cum laude,* 2008

University of Washington School of Law

JD, with honors, 2012

Michael W. Meredith practices in Keller Rohrback L.L.P.'s section for complex litigation, and presently focuses his practice on cases arising out of the foreclosure crisis in the United States including the servicing and securitization of mortgage loans.

Michael is a graduate of the University of Washington School of Law where he graduated with honors. Before joining KR, Michael clerked at the United States District Court for the Western District of Texas, and served as a staff attorney at the Washington Supreme Court.

He also held a number faculty positions at law schools in Washington and elsewhere, where his scholarly work focused on mortgage securitization and network economies.

BAR & COURT ADMISSIONS

2012, Washington

PROFESSIONAL & CIVIC INVOLVEMENT

Central Washington University, Adjunct Professor

Law School Preparation Institute, Lecturer

Whitman College, Adjunct Professor, *Introduction to Communication & Public Speaking*

PRESENTATIONS & PUBLICATIONS

Kevin V. Tu, Michael W. Meredith, *Rethinking Virtual Currency Regulation in the Bitcoin Age*, 90 Wash. L. Rev. 271 (2015)

Michael W. Meredith, *Four Legs to Stand on: The Unexplored Potential of Civil War Era "Qui Tam' Suits to Advance Animal Rights in the Federal Judiciary*, 4 Seattle J. Envtl. L. 187 (2014)

Mercy W. Buku, Michael W. Meredith, Safaricom and M-Pesa in Kenya: *Financial Inclusion and Financial Integrity*, 8 Wash. J.L. Tech. & Arts 375 (2013)

Michael W. Meredith, *Malaysia's World Trade Organization Challenge to the European Union's Renewable Energy Directive: An Economic Analysis,* 21 Pac. Rim L. & Pol'y J. 399 (2012)

Michael W. Meredith, *The Costs of Failed Private Regulation; Mortgage Electronic Registration Systems (MERS) as Case Study*, Law and Society Conference, Seattle, Washington (2015).

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RACHEL MOROWITZ

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PRACTICE EMPHASIS

- Class Action and Consumer Litigation
- Employee Benefits and Retirement Security

EDUCATION

University of Washington

B.A., 2013, International Relations

The George Washington University Law School

J.D., 2016

Workers' rights are personal to Rachel Morowitz, who joined Keller Rohrback's Complex Litigation team in August 2017.

The Bay Area native's father was diagnosed with multiple sclerosis (MS) when she was 10 years old and her brother was diagnosed with brain cancer when she was in second grade. Her family didn't have to worry about access to health care, but her family's health issues made her more empathetic to families that do.

During law school, Rachel sought out opportunities that would make her a better advocate for workers and retirees. Before joining Keller Rohrback, she completed a fellowship with the AARP where she specialized in employee benefits law and worked on amicus briefs submitted to the U.S. Supreme Court, Fifth Circuit and Ninth Circuit. For two years, she worked at the Communications Workers of America, a telecommunications union, where she focused on traditional labor law and labor-management relations. She also interned at the U.S. Department of Labor and U.S. Supreme Court.

Rachel is a "watchdog" for workers and consumers. She wants to ensure that employers are using best practices when it comes to retirement and health-care benefits.

BAR & COURT ADMISSIONS

2016, District of Columbia

HONORS & AWARDS

ABA-Bloomberg BNA Award for Excellence in the Study of Labor and Employment Law

Dean's List, University of California, Davis

Phi Kappa Phi Honors Society

Davis Honors Challenge Program

PROFESSIONAL & CIVIC INVOLVMENT

*A*sian Bar Association of Washington*, Member*

National Asian Pacific American Bar Association*, Member*

*F*ederal Circuit Bar Journal, Senior Staff, *2014-2016*

Labor and Employment Law Society*, 2015-2016*

PUBLICATIONS AND PRESENTATIONS

Note, *Overcoming Barriers Created by the Patent System to Develop an Effective and Timely Response to Public Health Emergencies*, 25 FED. CIR. B.J. 621 (2016).

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GRETCHEN OBRIST

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PRACTICE EMPHASIS

- Appeals
- Class Actions
- Consumer Protection
- Employee Benefits and Retirement Security
- Fiduciary Breach
- Financial Products and Services
- Whistleblower

EDUCATION

University of Nebraska - Lincoln

B.S. *with distinction,* 1999, Women's Studies, UNL Honors Program

University of Nebraska - Lincoln, College of Law

J.D., *with high distinction,* 2005, Order of the Coif, Editor-in-Chief, *Nebraska Law Review,* 2004-2005

Gretchen Obrist provides her clients with a clear voice in complex cases. Gretchen is a member of Keller Rohrback's nationally recognized Complex Litigation Group whose work as a dedicated advocate dates back two decades to her role at a nonprofit organization focused on impact litigation.

With her work as a law clerk and as a litigator, Gretchen has significant experience with a broad range of federal cases at all stages. Her nationwide practice focuses on Employee Retirement Income Security Act ("ERISA") fiduciary breach and prohibited transaction cases. Gretchen's work has helped curtail excessive and conflict-ridden fees in the multi-trillion dollar retirement savings industry and provide recourse to retirement plan participants and beneficiaries who have faced pension reductions, misrepresentations, and other unfair practices related to their retirement plan benefits. Gretchen's ERISA experience includes a successful appeal to the Eighth Circuit in *Braden v. Wal-Mart Stores, Inc.* reversing dismissal of the lead plaintiff's excessive fee case, significant contributions to cases challenging cash balance pension plan conversions by Washington Mutual and JPMorgan, and representation of the employees who lost nearly all of their ESOP savings with the collapse of Bear Stearns.

More recently, Gretchen has been instrumental in the firm's litigation against pharmacy benefit managers, drug manufacturers, and other entities whose business practices have driven up the cost of prescription drugs for ERISA welfare plan participants, as well as Medicare plan and ACA/individual plan members, and the uninsured.

Gretchen's breadth of practice extends to consumer protection and financial fraud claims, civil rights issues, and qui tam relator representation. She has played a key role in class action and multi-district cases arising out of the collapse of the mortgage securities industry and the residential mortgage modification and foreclosure crisis, including several ERISA actions and a consumer MDL against JPMorgan Chase.

Prior to joining Keller Rohrback, Gretchen served as a law clerk to the Honorable John C. Coughenour, U.S. District Judge for the Western District of Washington. Before obtaining her law degree, she worked at a public defender's office, the Nebraska Domestic Violence Sexual Assault Coalition, and the Nebraska Appleseed Center for Law in the Public Interest—where she recently was profiled for Nebraska Appleseed's 20th Anniversary celebration as an innovator in the organization's earliest days.

Gretchen is a Plaintiff Co-Chair of the ABA Employee Benefits Committee's Fiduciary Responsibility Subcommittee and a Chapter Editor for Employee Benefits Law (Jeffrey Lewis et al. eds., 3d ed. BNA 2012; Ivelisse Berio LeBeau, 4th ed. BNA 2017). She frequently speaks at conferences and CLEs, is quoted in pension-related publications, and has published a number of articles related to her practice areas.

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BAR & COURT ADMISSIONS

2005, Washington

2007, U.S. District Court for the Western District of Washington

2008, U.S. District Court for the Eastern District of Michigan

2008, U.S. Court of Appeals for the Eighth Circuit

2010, U.S. Court of Appeals for the Ninth Circuit

2011, U.S. District Court for the Eastern District of Washington

2011, U.S. Court of Appeals for the Second Circuit

2011, U.S. Court of Appeals for the Sixth Circuit

PROFESSIONAL & CIVIC INVOLVEMENT

The William L. Dwyer American Inn of Court, *Member*

King County Bar Association, *Member*

Washington State Bar Association, *Member*

American Bar Association, *Member*, Litigation/Labor and Employment Sections

HONORS & AWARDS

Recipient of the 2004 Robert G. Simmons Law Practice Award (first place)

Theodore C. Sorensen Fellow, 2004-2005

National Association of Women Lawyers Outstanding Law Student Award, 2005

Selected to Rising Stars list in *Super Lawyers - Washington*, 2010

PUBLICATIONS & PRESENTATIONS

Speaker, ABA Section of Labor and Employment Law, Employee Benefits Committee - Mid-Winter Meeting, Clearwater Beach, FL, February 2018 (Prescription Drug Program Trends and Litigation).

Speaker, ABA Joint Committee on Employee Benefits - National Institute on ERISA Litigation, Chicago , IL, 2017 (Fiduciary Litigation Update).

Speaker, Western Pension & Benefits Council - Spring Seminar, Seattle, WA, 2017 (Litigation Issues in Health and Retirement Plans: a Plantiff's Class Action Attorney's Perspective).

Speaker, ABA Section of Labor and Employment Law, Employee Benefits Committee – Mid-Winter Meeting, Las Vegas, NV, 2016 (Will Class Actions Live After This Supreme Court Term?).

Lynn L. Sarko, Erin M. Riley, and Gretchen S. Obrist, Brief for Law Professors as Amici Curiae in Support of the Petitioners, Tibble, et al. v. Edison International, et al., No. 13-550 (U.S. 2014).

Erin M. Riley and Gretchen S. Obrist, Contributors, "Attorneys Reflect on 40 Years of ERISA's Biggest Court Rulings" Pension & Benefits Daily, Bloomberg BNA, discussing CIGNA Corp. v. Amara, 131 S.Ct. 1866, 50 EBC 2569 (U.S. 2011) (95 PBD, 5/17/11; 38 BPR 990, 5/24/11) (BNA Sept. 9, 2014) (www.bna.com).

Speaker, ABA Joint Committee on Employee Benefits – 24th Annual National Institute on ERISA Litigation, Chicago, IL, 2014 (Fiduciary Litigation: Disclosure & Investment; Ethical Considerations in ERISA Litigation).

Speaker, Western Pension & Benefits Council – Spring Seminar, Seattle, WA, 2014 (What's New in Fiduciary Litigation?).

Speaker, ABA Joint Committee on Employee Benefits – 23rd Annual National Institute on ERISA Litigation, Chicago, IL, 2013 (Fiduciary Litigation Part 1: Disclosure & Investment; Fiduciary Litigation Part 2: Cutting Edge Issues).

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PUBLICATIONS & PRESENTATIONS (CONT)

Speaker, ABA Section of Labor and Employment Law, Employee Benefits Committee – Mid-Winter Meeting, Charleston, SC, 2013 (ERISA 408(b)(2) and 404(a) Disclosures and the Ongoing Fee Litigation).

Contributing Editor and Writer, Foreclosure Manual for Judges: A Reference Guide to Foreclosure Law in Washington State, A Resource by Washington Appleseed (2013).

Gretchen S. Obrist, "ERISA Fee Litigation: Overview of Developments in 2012 and What to Expect in 2013," Benefits Practitioners' Strategy Guide, Bloomberg BNA (Mar. 26, 2013) (www.bna.com).

Gretchen S. Obrist, "ERISA Fee Litigation: The Impact of New Disclosure Rules, and What's Next in Pending Cases," Pension & Benefits Daily, Bloomberg BNA (Feb. 21, 2013) (www.bna.com).

Speaker, ABA Section of Labor and Employment Law, Employee Benefits Committee – Mid-Winter Meeting, Savannah, GA, 2011 (Update on ERISA Fee Litigation and the Impact of the Regulations).

Gretchen S. Obrist, Note, The Nebraska Supreme Court Lets Its Probation Department Off the Hook in Bartunek v. State: "No Duty" as a Non-Response to Violence Against Women and Identifiable Victims, 83 Neb. L. Rev. 225 (2004).

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LISA FAYE PETAK

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PRACTICE EMPHASIS

- Class Actions
- Consumer Protection

EDUCATION

American University

Dual B.A., *cum laude*, 2008, Literature and Political Science

University of Chicago

M.A., *cum laude,* 2009, Humanities

University of California, Irvine School of Law

J.D., 2014; Best Advocate, 2013 UC Irvine Moot Court Competition; *UC Irvine Law Review*

Lisa Faye Petak practices in Keller Rohrback's Complex Litigation Practice Group. Prior to joining Keller Rohrback, she served as a judicial law clerk to the Honorable Otis D. Wright, II, U.S. District Judge for the Central District of California. She also practiced in New York City, where she litigated national mass tort actions as an associate for one of the nation's largest plaintiffs' firms. As a member of the third graduating class of the UC Irvine School of Law, she founded the school's annual production of *The Vagina Monologues* and helped raise over $15,000 for the school's domestic violence clinic, served as an intern for the ACLU's Reproductive Freedom Project and for its Colorado affiliate, argued before the Ninth Circuit as part of the school's Appellate Litigation Clinic, and advocated for her classmates as President of the Student Bar Association.

Prior to law school, she worked for a national women's reproductive rights nonprofit in Washington, DC and the Washington Bureau of The New York Times.

BAR & COURT ADMISSIONS

2014, California

2014, U.S. District Court for the Central District of California

2017, U.S. District Court for the Northern District of California

2017, U.S. District Court for the Eastern District of California

PUBLICATIONS & PRESENTATIONS

Lisa Faye Petak, A Winding Road Ahead for Abortion Rights, State Obligations, *Hamilton-Griffin on Rights* (July 2015).

Lisa Faye Petak, Kansas Fetal Dismemberment Statute: Too Rare to Care?, *Hamilton-Griffin on Rights* (April 2015).

Lisa Faye Petak, Pregnancy Discrimination: A Glimmer of Hope?, *Hamilton-Griffin on Rights* (December 2014).

Adam Liptak and Lisa Faye Petak, Juvenile Killers in Jail for Life Seek Reprieve, *The New York Times* (April 20, 2011).

Lisa Faye Petak, Young Lawyers Turn to Public Service, *The New York Times* (August 19, 2010).

Charlie Savage and Lisa Faye Petak, A B-? The Shock! The Horror!, *The New York Times* (May 24, 2010).

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DAVID PREMINGER

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PRACTICE EMPHASIS

- Class Actions
- Employee Benefits & Retirement Security
- Fiduciary Breach

EDUCATION

Rutgers University

B.A., 1969, Mathematics

New York University School of Law

J.D., 1972 New York

David Preminger is a practiced advocate for employees, retirees, and beneficiaries. The resident partner in the firm's Complex Litigation Group New York office, David focuses on Employee Retirement Income Security Act ("ERISA") fiduciary breach class action cases as well as individual benefit claims. He has been litigating ERISA cases for over 40 years, since the Act's passage in 1974. David has been the lead counsel or co-counsel on numerous ERISA cases alleging misconduct in connection with the investment of retirement plan assets, including Hartman et al. v. Ivy Asset Management et al., a case involving fiduciary breach related to Madoff investments that resulted in a $219 million settlement with consolidated cases. He has been involved in ERISA cases against Bear Stearns, Merrill Lynch, Colonial BancGroup and Marsh & McLennan resulting in multi-million dollar settlements on behalf of class members. David's familiarity with the changes to and nuances of ERISA law allows him to expertly and efficiently interpret the statute and regulations and analyze issues on behalf of his clients. He has handled over 100 trials and in addition to his ERISA experience has extensive experience litigating and negotiating antitrust, real estate, civil rights, family law, and general commercial and corporate matters.

Prior to joining Keller Rohrback, David was a partner at Rosen Preminger & Bloom LLP where his successes included the In re Masters Mates & Pilots Pension Plan and IRAP Litigation. He was previously a Supervisory Trial Attorney for the Equal Employment Opportunity Commission, a Senior Attorney with Legal Services for the Elderly Poor, and a Reginald Heber Smith Fellow with Brooklyn Legal Services. He is a charter fellow of the American College of Employee Benefits Counsel, a senior editor of Employee Benefits Law (Bloomberg BNA), and Chair of the Board of Mabou Mines, an experimental theater company in New York City, for the past 20 years.

BAR & COURT ADMISSIONS

1973, New York

1973, U.S. District Court for the Eastern District of New York

1974, U.S. District Court for the Southern District of New York

1974, U.S. Court of Appeals for the Second Circuit

1976, United States Supreme Court

1991, U.S. District Court for the Western District of New York

1993, U.S. Court of Appeals for the Ninth Circuit

1995, U.S. District Court for the Northern District of New York

2001, U.S. Court of Appeals for the District of Columbia Circuit

2006, U.S. Court of Appeals for the Seventh Circuit

2010, U.S. Court of Appeals for the Fourth Circuit

KELLER ROHRBACK
LAW OFFICES ◆ L.L.P.

PROFESSIONAL & CIVIC INVOLVEMENT

The Association of the Bar of the City of New York, Member, Committee on Employee Benefits, 1993-1996; 1996-1999; 2002-2005; Committee on Legal Problems of the Aging, 1985-1988

New York State Bar Association, *Member*

American Bar Association, *former Co-Chair*, Fiduciary Responsibility Subcommittee; Committee on Employee Benefits , Labor and Employment Section; former Co-Chair, Subcommittee on ERISA Preemption and the Subcommittee on ERISA Reporting and Disclosure

American College of Employee Benefits Counsel, *Member and Charter Fellow*

PUBLICATIONS & PRESENTATIONS

Mr. Preminger regularly speaks at conferences on ERISA and employee benefits litigation and has lectured at New York University School of Law, Saint John's University School of Law, and Rutgers University, and has testified before Congress on proposed amendments to ERISA and participated in New York State Attorney General's hearings on protection of pension benefits.

Senior Editor, Employee Benefits Law (BNA)

Preminger & Clancy, *Aspects of Federal Jurisdiction Under Sections 301(c)(5) and 302(e) of The Taft-Hartley Act – The "Sole and Exclusive Benefit Requirement,"* 4 Tex. S. U. L. Rev. 1 (1976).

David S. Preminger, E. Judson Jennings & John Alexander, *What Do You Get With the Gold Watch? An Analysis of the Employee Retirement Income Security Act of 1974*. 17 Ariz. L. Rev. 426 (1975).

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MATTHEW PREUSCH

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PRACTICE EMPHASIS

- Consumer & Data Privacy Protection
- Environmental Litigation
- Governments and Municipalities

EDUCATION

Pomona College

B.A., 2000, Politics, Philosophy, and Economics

Lewis & Clark Law School

J.D., magna cum laude, 2013, Environmental & Natural Resources Law Certificate

Matthew Preusch practices in Keller Rohrback's nationally-recognized Complex Litigation Group. Before joining Keller Rohrback, Matthew served as an honors attorney in the Oregon Department of Justice's appellate and trial divisions. He was a judicial extern for the Hon. Michael W. Mosman in the District of Oregon during law school. Prior to his legal career, he spent 10 years as a journalist in the Pacific Northwest, covering regional and national news for The Oregonian, The New York Times and other publications.

Matthew is passionate about protecting people and the environment. He's helped initiate landmark consumer litigation related to Volkswagen's "Clean Diesel" deceit and Wells Fargo's unauthorized account scheme. When studies of moss samples in trees in Portland, Oregon identified several pollution "hotspots" in that city, he and others at Keller Rohrback launched cases on behalf of residents to hold the responsible manufacturers accountable. Working on behalf of government entities, including the State of Oregon, Matthew has investigated or is litigating claims related to PCB contamination and the opioid epidemic.

BAR & COURT ADMISSIONS

2014, California

2014, U.S. District Court for the Central District of California

2014, U.S. District Court for the Eastern District of California

2014, U.S. District Court for the Northern District of California

2014, U.S. District Court for the Southern District of California

2014, U.S. Court of Appeals for the Ninth Circuit

2013, Oregon

2013, U.S. District Court for the District of Oregon

PROFESSIONAL & CIVIC INVOLVEMENT

Oregon State Bar Association, Environmental and Natural Resources Section, Case Notes Editor

Federal Bar Association, Member

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PUBLICATIONS & PRESENTATIONS

Panelist, Lewis and Clark Law School, Public Interest Law Project, " Cutting-Edge Bet the Company Mega Class Action CLE" February 2016

Panelist, Bridgeport Consumer Class Action Litigation Conference, "Current State of the Law on Ascertainability and Standing," January 2016

Speaker, Harris Martin Porter Ranch Gas Leak Litigation Conference, "Remedies," January 2016

"Don't Say, 'No Comment': How To Ethically and Effectively Talk to Reporters," Santa Barbara County Bar Association (Sept. 16, 2015)

Oregon State Bar Environmental & Natural Resources Section Case Notes (July 2015)

Matthew Preusch, "Tim Weaver, Yakama Tribes' Salmon Champion, Says His Goodbyes," The Oregonian (Jan. 1, 2010).

Matthew Preusch, "DEQ to Help Polluter Seek Federal Break on Mercury Emission," The Oregonian (Aug. 19, 2009).

Matthew Preusch, "Amid Forests Ashes, a Debate Over Logging Profits is Burning On," The New York Times (April 15, 2004)

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ERIN RILEY

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PRACTICE EMPHASIS

- Appeals
- Class Actions
- Employee Benefits & Retirement Security
- Fiduciary Breach
- Financial Products and Services
- Securities

EDUCATION

Gonzaga University

B.A., *cum laude,* 1992, French & History

University of Wisconsin Law School

J.D., *cum laude*, 2000, Wisconsin Law Review

Erin Riley knows that strong relationships are key in complex cases. Erin was a summer associate at Keller Rohrback in 1999, and joined Keller Rohrback's complex litigation group in 2000.

Since the Fall of 2001, her practice has focused on representing employees and retirees in ERISA actions involving defined contribution, defined benefit, and health benefit plans. She has successfully litigated a number of ERISA breach of fiduciary duty cases including cases filed against Washington Mutual, Merrill Lynch and WorldCom. Erin has worked on ERISA-related articles and amicus briefs, and has spoken at ERISA-related conferences. She is a former Plaintiffs' Co-Chair of the Civil Procedure Subcommittee for the ABA Employee Benefits Committee, and is currently a senior editor of the Employee Benefits Law (BNA) treatise.

She earned her J.D. from the University of Wisconsin, where she served as an editor of the Wisconsin Law Review. She received her undergraduate degree from Gonzaga University.

When not at work, Erin enjoys spending time with her family and friends.

BAR & COURT ADMISSIONS

2000, Wisconsin

2000, Washington

PROFESSIONAL & CIVIC INVOLVEMENT

Wisconsin State Bar Association, *Member*

King County Bar Association, *Member*

Washington State Bar Association, *Member*

Civil Procedure Sub-Committee for the ABA Employee Benefits Committee, *Plaintiffs' Co-Chair, 2012 – 2016*

Employee Benefits Law (BNA), Chapter Editor, 2012 – 2016

Employee Benefits Law (BNA), Senior Editor, 2016 - present

HONORS & AWARDS

Selected to Rising Stars list in *Super Lawyers – Washington*, 2009

KELLER ROHRBACK
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PUBLICATIONS & PRESENTATIONS

Panelist, ABA Section of Labor and Employment Law, Employee Benefits Committee – Mid-Winter Meeting, Austin, TX, 2017 (How to Get the Class Action Settlement Your Client Needs).

Quoted in Jacklyn Wille, "Ninth Circuit Adopts Pro-Worker Pension Framework," *Pension & Benefits Daily*, Bloomberg BNA (Apr. 22, 2016) (www.bna.com).

"Amgen Inc. v. Harris: What is the Status of ERISA Company Stock Cases Post-*Amgen*," ABA Employee Benefits Committee Newsletter, Spring, 2016.

Speaker, ACI ERISA Litigation, Chicago, IL, 2016 (Supreme Court Roundup).

Panelist, ABA Section of Labor and Employment Law, Employee Benefits Committee – Mid-Winter Meeting, Las Vegas, NV, 2016 (mock mediation).

Quoted in Andrea L. Ben-Yosef, "Class Action Suits on Plan Fees Steam Ahead," *Pension & Benefits Blog*, Bloomberg BNA (Feb. 10, 2016) (www.bna.com).

Br. of Amicus Curiae of Pension Rights Center in Supp. of Petition, *Pundt v. Verizon Communications*, No. 15-785 (U.S. 2016).

Br. of Amicus Curiae AARP and National Employment Lawyers Association in Supp. of Pls.-Appellees, *Whitley v. BP, P.L.C.*, No. 15-20282 (5th Cir. Oct. 28, 2015).

Br. of The Pension Rights Center as Amicus Curiae in Supp. of Resp't, *Spokeo, Inc. v. Robins*, No. 13-1339 (U.S. Sept. 4, 2015).

Lynn L. Sarko, Erin M. Riley, and Gretchen S. Obrist, Brief for Law Professors as Amici Curiae in Support of the Petitioners, *Tibble, et al. v. Edison International, et al*., No. 13-550 (U.S. 2014).

Quoted in Jacklyn Wille, "High Court to Address Statute of Limitations for Suits Challenging Retirement Plan Fees," *Pension & Benefits Daily*, Bloomberg BNA (Oct. 3, 2014) (www.bna.com).

Speaker, Western Pension & Benefits Council – 2014 Spring Seminar, Seattle, WA, 2014 (What's New in Fiduciary Litigation?).

Erin M. Riley and Gretchen S. Obrist, Contributors, "Attorneys Reflect on 40 Years of ERISA's Biggest Court Rulings" Pension & Benefits Daily, Bloomberg BNA, discussing CIGNA Corp. v. Amara, 131 S.Ct. 1866, 50 EBC 2569 (U.S. 2011) (95 PBD, 5/17/11; 38 BPR 990, 5/24/11) (http://www.bna.com)

Erin M. Riley and Gretchen S. Obrist, "The Impact of Fifth Third Bancorp v. Dudenhoeffer: Finally, a Court Gets it Right!" Pension & Benefits Daily, Bloomberg BNA (154 PBD, 8/11/2014) (http://www.bna.com).

Lynn L. Sarko and Erin M. Riley, Brief for Law Professors as Amici Curiae in Support of the Respondents, *Fifth Third Bancorp v. Dudenhoeffer*, No. 12-751 (U.S. March 5, 2014).

"Erin M. Riley Explores the Pro-Plaintiff Aspects of the Citigroup Ruling", ERISA Litigation Tracker: Litigator Q&A, Bloomberg BNA (Dec. 1, 2011). Reproduced with permission from ERISA Litigation Tracker Litigator Q & A (Dec. 5, 2011). Copyright 2011 by The Bureau of National Affairs, Inc. (800-372-1033)

Sarah H. Kimberly, Erin M. Riley, "Court Declines to Limit Damages in Neil v. Zell", ABA Employee Benefits Committee Newsletter (Spring, 2011).

Derek W. Loeser, Erin M. Riley and Benjamin Gould, "2010 ERISA Employer Stock Cases: The Good, the Bad, and the In-Between Plaintiffs' Perspective", Bureau of National Affairs, Inc. (Jan. 28, 2011).

Derek W. Loeser and Erin M. Riley, "The Case Against the Presumption of Prudence", Bureau of National Affairs, Inc. (Sept. 10, 2010).

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MARK D. SAMSON

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PRACTICE EMPHASIS

- Medical Malpractice Litigation
- Products Liability - Plaintiffs
- Personal Injury Litigation
- Commercial Litigation
- Complex Litigation

EDUCATION

Arizona State University

B.S., summa cum laude, 1976, Bio-Ag Sciences

Washington State University College of Veterinary Medicine

D.V.M., summa cum laude, 1980

Washington State University College of Veterinary Medicine

M.S., 1983, Veterinary Anatomy

Arizona State University College of Law

J.D., summa cum laude, 1986, Order of the Coif

As a licensed veterinarian, Mark's medical knowledge helps get his clients the results they deserve. Given his strong medical science background, Mark's practice focuses on tort law, including medical negligence, product liability, and other significant personal injury cases. He has nearly 30 years of experience litigating medical malpractice cases with victories including the landmark Edwards verdict, a transfusion-associated AIDS case which remains one of the largest personal injury verdicts in Arizona history. Mark was born in New York, but he moved to the Phoenix area in 1959 and grew up there. He practiced from 1986 to 1995 at Meyer, Hendricks, Victor, Osborn & Maledon, becoming a member in 1992. In 1995, Mark formed Dalton Gotto Samson & Kilgard, P.L.C. ("DGSK") and was one of the members of DGSK who formed Keller Rohrback P.L.C. in 2002.

BAR & COURT ADMISSIONS

1986, Arizona

1986, U.S. District Court for the District of Arizona

1986, U.S. Court of Appeals for the Ninth Circuit

1986, U.S. Supreme Court

2008, Washington, D.C.

PROFESSIONAL & CIVIC INVOLVEMENT

Maricopa County Bar Association, *Member*

Arizona State Bar Association, *Member*

American Association for Justice, *Member*

Arizona Association for Justice, *Sustaining Member*

PUBLICATIONS & PRESENTATIONS

Arizona Trial Lawyers Association, *Loss of a Chance in Med Mal Cases,* 2008.

Arizona Trial Lawyers Association, Issues in FTCA Claims, 2008.

Co-Chairman, Arizona Trial Lawyers Association, Trial Practice - Damages, 2007.

Chairman, Arizona Trial Lawyers Association, *Rapid Fire on Litigation Issues*, Oct. 2006.

Co-Chairman, Arizona Trial Lawyers Association, Liens, Jan. 2006.

Blackwell's 5-Minute Veterinary Manager, Negotiation, 2006.

Maricopa County Bar Association, Arizona Appellate Update, 2005.

Maricopa County Bar Association, Liens Again, 2004.

Chairman, Arizona State Bar, New Ethical Rules in Arizona, Oct. 2003.

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PUBLICATIONS & PRESENTATIONS (CONT)

Speaker, Arizona Veterinary Medical Association, *Application of legal principles to veterinary medicine*, 1999-2003.

Speaker Arizona Paralegal Association, Settlement conferences versus trial in medical malpractice cases, 2002; Changes and issues in Arizona's ethical rules for attorneys, 2003.

Maricopa County Bar Association, P*unitive Damages after Campbell v. State Farm*, May 2003.

Co-Chair, Arizona Trial Lawyers Association, Anatomy of Pain, 2002.

Speaker, Arizona Trial Lawyers Association Medical Malpractice Seminar, *Use of medical literature in the courtroom*, 1996; New legal theories in medical malpractice, 1999.

Chairman, Maricopa County Bar Association Seminar on Medical Malpractice in the Ages of Disclosure.

Speaker, National Meeting of American Veterinary Medical Law Association, Tort and Regulatory Issues Affecting Veterinarians, 1995.

Chairman, Maricopa County Bar Association Seminar on Anatomy, 1994.

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CHRIS SPRINGER

CONTACT INFO

801 Garden Street, Suite 301

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(805) 456-1496

cspringer@kellerrohrback.com

PRACTICE EMPHASIS

- Class Actions
- Consumer Protection
- Environmental Litigation
- Employee Benefits and Retirement Security

EDUCATION

Dartmouth College

Bachelor of Arts, *cum laude*, 2000

U.C. Berkeley School of Law

J.D., 2008

Chris Springer is dedicated to working to help people who have been harmed by the unlawful conduct of large corporations and other entities. He is a member of Keller Rohrback's nationally-recognized Complex Litigation Group and practices in the firm's Santa Barbara office. He is experienced in cases involving consumer protection, data security, environmental protection, disability access, employment rights and ERISA.

BAR & COURT ADMISSIONS

2013, California

PROFESSIONAL & CIVIC INVOLVEMENT

California State Bar Association, *Member*

HONORS & AWARDS

American Jurisprudence Award, Civil Procedure

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KARIN SWOPE

CONTACT INFO

1201 Third Avenue, Suite 3200
Seattle, WA 98101
(206) 623-1900
kswope@kellerrohrback.com

PRACTICE EMPHASIS

- Appeals
- Class Actions
- Consumer Protection
- Employee Benefits and Retirement Security
- Employment Law
- Fiduciary Breach
- Intellectual Property Litigation
- Intellectual Property Counseling
- Securities

EDUCATION

Amherst College

B.A., magna cum laude, Phi Beta Kappa

Columbia Law School

J.D.

Harlan Fiske Stone Scholar

Executive Articles Editor, Columbia Human Rights Law Review

Paul Bernstein Scholarship Recipient

Karin Swope is focused on client success. As a member of the firm's nationally recognized Complex Litigation Group, Karin represents clients in intellectual property litigation and counseling, consumer protection law, ERISA law, antitrust and securities litigation, with a particular emphasis in federal court litigation. Ms. Swope has represented clients for over 20 years in proceedings before the United States Patent and Trademark Office, as well as in state and federal courts across the country. She has represented companies and sovereign nations in protecting their intellectual property rights. She has protected the retirement funds of employees whose employers had breached their fiduciary duties in violation of ERISA, in cases against Washington Mutual, State Street Bank and Regions Financial Corporation, among others. She has helped consumers fight against unfair and deceptive practices, and has helped to change consumer protection law in the process. She has also represented shareholders in complex securities litigation.

Following her graduation from Columbia Law School, Karin served as a law clerk to the Honorable John C. Coughenour in the U.S. District Court for the Western District of Washington, and as a law clerk to the Honorable Robert E. Cowen of the U.S. Court of Appeals, Third Circuit. She has been an Adjunct Professor of Intellectual Property Law at Seattle University School of Law since 2008, and is a member of IP Inn of Court.

BAR & COURT ADMISSIONS

1994, Washington

1997, U.S. District Court for the Western District of Washington

1997, U.S. Court of Appeals for the Ninth Circuit

2006, U.S. District Court for the Northern District of California

2006, U.S. District Court for the Central District of California

2007, U.S. Court of Appeals for the Second Circuit

2009, Western District of Tennessee

2010, U.S. Patent and Trademark Office

2010, U.S. District Court for the Middle District of Florida

2010, U.S. Court of Appeals for the Eleventh Circuit

2010, U.S. Supreme Court

2015, U.S. Court of Appeals for the Tenth Circuit

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PROFESSIONAL & CIVIC INVOLVEMENT

Adjunct Professor, Seattle University School of Law, Intellectual Property Law

Member of the Washington State Bar Association Executive Committee, Intellectual Property Section, and Chair of the Nominating Committee

Intellectual Property Inn of Court, *Member*

National Employment Lawyers Association, *ERISA Amicus Committee Member and Amicus Brief Writer*

ABA Tort, Trial and Insurance Law Journal, *Associate Editor*

Washington State Bar Association, *Member*

American Bar Association, *Member,* Tort Trial & Insurance Practice and Intellectual Property sections

King County Bar Association, *Member*, Intellectual Property section

HONORS & AWARDS

Selected to Rising Stars and Super Lawyers lists in *Super Lawyers - Washington*

PUBLICATIONS & PRESENTATIONS

Speaker, Federal Court Practice Bootcamp, 2011,2012

Speaker, National Employment Lawyers Association Annual Convention, Atlanta, GA, ERISA Hot Topics, 2008.

Co-Chair and Speaker, WSBA CLE, IP For the Rest of Us, 2007-2009.

Speaker, WSBA CLE, 11th Annual Intellectual Property Institute, The Year in Trademark Law, 2006.

Speaker, King County Bar Association CLE, Electronic Discovery, 2006.

Speaker, WSBA CLE, Hot Trends in Intellectual Property Damages, 2005.

Karin B. Swope, 5K2.0 Departures: A Backdoor out of the Federal Sentencing Guidelines, 24 Colum. Hum. Rts. L. Rev. 135 (1993).

Executive Articles Editor, Columbia Human Rights Law Review, 1992-1993.

KELLER ROHRBACK
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HAVILA UNREIN

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PRACTICE EMPHASIS

- Class Actions
- Consumer Protection
- Employee Benefits and Retirement Security
- Environmental Contamination
- Fiduciary Breach
- Financial Products and Services
- Mass Personal Injury
- Securities
- Whistleblower

EDUCATION

Dartmouth College

B.A., *magna cum laude,* 2003, Russian Area Studies

University of Washington School of Law

J.D./LL.M. (Tax), *with honors*, 2008

Havila Unrein gives her clients a voice in the legal system. Havila practices in Keller Rohrback's nationally recognized Complex Litigation Group, where she is dedicated to helping clients who have been harmed by others engaged in fraud, cutting corners, and abuses of power.

Havila made significant contributions to Hartman et al. v. Ivy Asset Management et al., a case involving fiduciary breach related to Madoff investments that resulted in a $219 million settlement with consolidated cases. She currently represents plaintiffs in multiple cases alleging violations of the Employee Retirement Income Security Act of 1974 ("ERISA") by healthcare institutions attempting to claim exempt "church plan" status under ERISA.

During law school, Havila provided tax and business advice to low-income entrepreneurs and high-tech start-ups as a student in the Entrepreneurial Law Clinic. She also served as an extern to the Honorable Stephanie Joannides of the Anchorage Superior Court. Prior to law school, Havila worked and studied abroad in Russia, Azerbaijan, and the Czech Republic.

BAR & COURT ADMISSIONS

2008, Washington

2009, U.S. District Court for the Western District of Washington

2012, Montana

2012, U.S. Court of Appeals for the Ninth Circuit

2012, U.S. District Court for the District of Montana

2013, California

2013, U.S. District Court for the District of Colorado

2013, U.S. District Court for the Central District of California

2013, U.S. District Court for the Eastern District of California

2013, U.S. District Court for the Northern District of California

2013, U.S. District Court for the Southern District of California

2014, U.S. Court of Appeals for the Sixth Circuit

PROFESSIONAL & CIVIC INVOLVEMENT

California State Bar Association, *Member*

Santa Barbara County Bar Association, *Member*

Washington State Bar Association, *Member*

King County Bar Association, *Member*

Montana State Bar Association, *Member*

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AMY WILLIAMS-DERRY

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PRACTICE EMPHASIS

- Class Actions
- Consumer and Data Privacy Protection
- Employee Benefits and Retirement Security
- Environmental Litigation
- Fiduciary Breach Financial Projects and Services
- Institutional Investors
- Securities
- Whistleblower

EDUCATION

Brown University

B.A., *with honors,* 1993 Sociology

University of Virginia School of Law

J.D., 1998; Editor in Chief, *Virginia Environmental Law Journal,* 1997-1998

Amy Williams-Derry's practice at Keller Rohrback L.L.P. combines her passion for protecting people and the environment with her talent and experience in commercial litigation, complex financial transactions, and consumer protection.

Amy is a senior member of the Complex Litigation Group at Keller Rohrback, where she draws on her diverse background representing plaintiffs, defendants, and coordinating with federal and state governmental entities to secure the best results for her clients. Prior to law school, Amy worked on environmental and transportation issues in Washington, D.C. At the University of Virginia School of Law, Amy was the Editor-in-Chief of the Virginia Environmental Law Journal.

After practicing commercial litigation for five years with a prominent Seattle firm, Amy applied her trial, arbitration, and mediation experience to an environmental law fellowship in the non-profit sector. Working with Earthjustice, she fought for salmon, old-growth timber forests, and endangered species in litigation in state and federal courts throughout the Pacific Northwest.

Amy joined Keller Rohrback in 2005 with this wealth of experience in commercial litigation and environmental law. At Keller Rohrback, Amy has expanded her docket to include complex class actions, investor cases, and multi-defendant actions. Amy thrives on solving complex problems by looking at them from a variety of angles, and her practice has flourished at Keller Rohrback where she has played key roles in cases nationwide in ERISA, securities, complex financial transactions, consumer protection, and environmental actions on behalf of both institutions and individuals.

Amy has represented clients in proceedings involving the U.S. Department of Justice, as well as in mediation and arbitration settings, including before the National Labor Relations Board, National Association of Securities Dealers, and the New York Stock Exchange. Amy's current representative cases include *Doe, et al. v. Donald Trump, President of the United States, et al.* (W.D. Wash.), *Federal Home Loan Bank of Boston v. Ally Financial, Inc., et al.* (Suffolk Cty. Mass.), *Federal Home Loan Bank of Chicago v. Banc of America Funding Corp., et al.* (Cook Cty. Ill.), and *Oregon v. Monsanto Co., et al.* (Multnomah Cty. Ore.).

Amy serves as a cooperating attorney with the American Civil Liberties Union (ACLU) of Washington, and is a Special Assistant Attorney General for the State of Oregon.

KELLER ROHRBACK
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BAR & COURT ADMISSIONS

1998, Washington

1998, U.S. District Court for the Western District of Washington

1998, U.S. District Court for the Eastern District of Washington

1999, U.S. Court of Appeals for the Ninth Circuit

2007, U.S. District Court for the Eastern District of Michigan

2007, U.S. Court of Appeals for the Second Circuit

2014, U.S. Court of Appeals for the First Circuit

2015, U.S. Supreme Court

2015, Massachusetts

PROFESSIONAL & CIVIC INVOLVEMENT

King County Bar Association, *Member*

Washington State Bar Association, *Member*

American Bar Association, *Member*

WithinReach, *Board of Directors*, 2006-2009

The Evergreen School, *Annual Giving Co-Chair*, 2012-2013

Washington Women Lawyers, *Member*

King County Washington Women Lawyers, *Member*

The National Association of Public Pension Attorneys, *Member*

HONORS & AWARDS

Selected to Rising Stars list in *Super Lawyers - Washington*, 2003-2009

AV®, Peer Review Top-Rated by Martindale-Hubbell

PUBLICATIONS & PRESENTATIONS

Presenter, *Doe v. Trump, et al.*, Law & Religion Symposium University of Washington School of Law, 2017.

Presenter, HarrisMartin MDL Conference: *Environmental Contamination Cases*, Seattle, WA, 2016.

Presenter, HarrisMartin *Aliso Canyon Gas Leak Litigation Conference,* Santa Barbara, CA, 2016.

Presenter, HarrisMartin MDL Conference: *Fantasy Sports, Volkswagen, Porsche, and Pharmaceutical Litigation,* Cape Coral, FL, 2016.

Presenter, Washington State Bar Association, Employment Benefits CLE, *Hot Topics in ERISA Class Action Litigation,* Seattle, WA, 2010.

Presenter, American Law Institute-American Bar Association ERISA Conference, E*mployer Stock Cases and Cash Balance Plans,* Scottsdale, AZ, 2008.

No Surprises After Winstar: Contractual Certainty and Habitat Conservation Planning Under the Endangered Species Act, 17 Va. Envtl. L.J. 357 (1998)

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PRACTICE EMPHASIS

- Class Actions
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- Environmental Litigation
- Mass Personal Injury
- Medical Negligence

EDUCATION

University of Puget Sound

B.S., 1982

Notre Dame Law School

J.D., 1985

Mike Woerner works for the public good. A member of Keller Rohrback's nationally recognized Complex Litigation Group since 1985, Mike focuses on class action and mass personal injury cases. He is skilled at focusing the Courts' attention on key issues in litigation and at negotiating favorable settlements to bring relief to people who have experienced physical, emotional, and financial harm from environmental contamination, dangerous pharmaceutical drugs, and other negligent acts with far-reaching consequences.

Mike was a member of the litigation team that received the 1995 Trial Lawyer of the Year Award from Trial Lawyers for Public Justice for the In re Exxon Valdez litigation resulting from the devastation of thousands of miles of fishing ground around Prince William Sound, Kodiak Island, Chignik, and Cook Inlet after the infamous oil spill. He has more recently represented hundreds of clients in multiple states at risk of heart-valve damage or primary pulmonary hypertension from fen-phen diet drugs. Mike also has experience litigating and negotiating widespread medical negligence issues and misconduct by fiduciaries charged with investing retirement plan assets. With his focus on impact litigation, Mike strives to achieve full compensation for his clients as well as to compel institutional reform and change the conduct of powerful bad actors to prevent them from causing future harm.

Outside of work, Mike enjoys traveling with his family experiencing new places and cultures, as well as staying closer to home cheering on his kids' basketball and volleyball teams.

BAR & COURT ADMISSIONS

1985, Washington

PROFESSIONAL & CIVIC INVOLVEMENT

King County Bar Association, *Member*

Washington State Bar Association, *Member*

American Bar Association, *Member*

HONORS & AWARDS

Trial Lawyer of the Year – Trial Lawyers for Public Justice, 1995

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LAURA ZANZIG-WONG

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PRACTICE EMPHASIS

- Class Action and Consumer Litigation

EDUCATION

University of Washington

B.A., 2009, *cum laude*, History

University of Washington School of Law

J.D., 2013, *Associate Editor-in-Chief, Washington Law Review*

BAR & COURT ADMISSIONS

2014, Washington

Practicing law is a family tradition for Laura Zanzig-Wong, who joined Keller Rohrback's nationally-acclaimed Complex Litigation Group in September 2017. Both of Laura's parents are lawyers.

"I've always looked up to my parents, particularly my mom, who has been such a strong female role model both personally and professionally. I'm proud to follow in their footsteps," Laura said.

Laura, who grew up in Seattle, attended the University of Washington Law School and was the associate editor-in-chief of the Washington Law Review. Although some of her colleagues might prefer the debate or oral aspects of practicing law, for Laura it's about the writing.

"It's something I can really dive into," she said. "I love to learn. I hope that my career will keep me learning."

Her love of legal writing led her to pursue clerkships for the U.S. District Court for the Western District of Washington and Washington State Court of Appeals, Division One. She spent four years writing bench memoranda and working with judges to draft and finalize opinions.

Laura is currently working on ERISA litigation in the pharmaceutical context, challenging the skyrocketing cost of prescription drugs like insulin and the EpiPen.

The upbeat and compassionate attorney is grateful to be able to use her skills to help others. "It feels good to be able to say I'm going to work to help diabetes patients pay less for drugs that they're getting overcharged for," she said.

PROFESSIONAL & CIVIC INVOLVEMENT

Vis International Moot Court Team, *Brief Coach*

Seattle Girls' School, *Mentor*

Washington State Bar Association, *Member*

Federal Bar Association, *Member*

PUBLICATIONS & PRESENTATIONS

Laura Zanzig-Wong, *The "Time of Arrest" Rule: How the Washington State Supreme Court Untethered Its Search Incident to Arrest Jurisprudence from the Exception's Underlying Rationales*, 93 Wash. L. Rev. Online 27 (2018)

Andrew Murphy & Laura Zanzig, *Exhaustion of Administrative Remedies in Washington State*, 91 Wash. L. Rev. Online 217 (2016).

Laura Zanzig, *The Perfect Pairing: Protecting U.S. Geographical Indications With a Sino-American Wine Registry*, 88 Wash. L. Rev. 723 (2013).

KELLER ROHRBACK

LAW OFFICES ◆ L.L.P.

SEATTLE

Keller Rohrback L.L.P.
1201 Third Avenue, Suite 3200
Seattle, WA 98101
P: 206.623.1900 | F: 206.623.3384



PHOENIX

Keller Rohrback L.L.P.
3101 North Central Avenue, Suite 1400
Phoenix, AZ 85012
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SANTA BARBARA

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801 Garden Street, Suite 301
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1140 Avenue of the Americas, Ninth floor
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P: 646.380.6690 | F: 646.380.6692



OAKLAND

Keller Rohrback L.L.P.
300 Lakeside Drive, Suite 1000
Oakland, CA 94612
P: 510.463.3900 | F: 510.463.3901



RONAN

Keller Rohrback L.L.P.
407 Main St. SW, Suite 3
Ronan, MT 59864
P: 406.281.7231 | F: 805.456.1497



Appendix B

Simmons Hanly Conroy LLC Conflicts Check Policy and Procedure

1. As soon as possible after all potential parties are identified, clients and defendants are to be checked for conflicts by the Firm's Risk Manager.

2. Named business entities are to be checked through LexisNexis Corporate Affiliations to identify all relevant relationships such as parent and subsidiary corporations.

3. All relevant entities are to be included in the conflicts check.

4. All parties and related business entities are then to be checked against our database. If a potential conflict is discovered, it must be investigated to determine if an actual conflict exists.

5. If an actual conflict does exist, the Firm's Management will make a determination as to how to proceed.

6. A Survey Monkey survey listing the parties and relevant entities is then to be sent to all shareholders and of counsel to determine if they have a potential conflict.

7. If any recipient indicates that they have a conflict, they are to explain the potential conflict to the Risk Manager.

8. Potential conflicts are then reviewed with the Firm's Management to determine if they are actual conflicts and if they are, a determination must be made as to how to proceed.

Crueger Dickinson LLC Conflicts Check Policy and Procedure

1. After all potential parties are identified, clients and defendants are to be checked for conflicts by the Partner taking lead on the new matter.

2. All individuals and businesses will be cross referenced in Crueger Dickinson LLC's Clio account.

3. The lead Partner will send a firm wide email asking for any conflicts on all parties and related entities involved in the matter.

4. If another employee believes they have a conflict, they will discuss in detail with the Owner's and lead Partner on their relationship to the party in which the conflict exists.

5. If an actual conflict does exist, the Firm's Owners will discuss on how to proceed.

KELLER ROHRBACK L.L.P. – CONFLICTS POLICY

The firm maintains an electronic database of all past and current client matters on ProLaw. The database captures the following information:

- matter number
- matter name
- client
- type of matter
- lead attorney
- date opened
- date closed
- matter status
- all parties involved in the matter and their relationship designations

Every time a prospective new or current client contacts the firm for representation on a new matter, a conflict check is run on ProLaw. All names of all parties involved in the matter in any capacity are searched. The search is conducted by the firm's central file manager.

All references in the database to all parties searched are printed in a Conflict Report and returned to the attorney for review. The attorney reviews the Conflict Report to determine whether conflicts arise under RPC 1.7 to 1.12. The attorney may contact other members of the firm to clarify the database information. Where a conflict arises that may be waivable, the attorney contacts the firm's outside ethics expert for direction in seeking appropriate conflict waivers and/or implementing appropriate ethical walls.

Appendix C

RISK DETAILS

UNIQUE MARKET REFERENCE: B0509FINPU1700108

TYPE: Lawyers Professional Liability Insurance (Claims Made)

ASSURED: Simmons Hanly Conroy, LLC

PRINCIPAL ADDRESS:
One Court Street
Alton
Illinois 62002
United States of America

PERIOD: From: 12th August 2017
To: 12th August 2018
Both days at 12:01 a.m. local standard time at the Principal Address of the Insured.

INTEREST: Professional services and duties and/or as set forth herein.

LIMIT OF LIABILITY: USD 10,000,000 each Claim and in the aggregate, including claims expenses plus one round the clock reinstatement in accordance with the reinstatement clause attached.

EXCESS: USD 500,000 each Claim, including claims expenses

TERRITORIAL LIMITS: As set forth in III. Territory

CONDITIONS:

1. Wording: LMA3079 (amended) as attached
2. Amendatory Endorsement, as attached hereto.
3. NMA 1477 - Radioactive Contamination Exclusion Clause-Liability-Direct (USA) as attached
4. 623AFB00124 - War and Terrorism Exclusion Endorsement (with a professional services write back for Terrorism) as

RISK DETAILS

UNIQUE MARKET REFERENCE: B0509FINPU1600133

TYPE: Lawyers Professional Liability Insurance (Claims Made)

ASSURED: Simmons Hanly Conroy LLC

PRINCIPAL ADDRESS:
One Court Street
Alton
Illinois 62002
United States of America

PERIOD: From: 12th August 2016
To: 12th August 2017
Both days at 12:01 a.m. local standard time at the Principal Address of the Insured.

INTEREST: Professional services and duties and/or as set forth herein.

LIMIT OF LIABILITY: USD 10,000,000 each Claim and in the aggregate, including claims expenses plus one round the clock reinstatement in accordance with the reinstatement clause attached.

EXCESS: USD 500,000 each Claim, including claims expenses

TERRITORIAL LIMITS: As set forth in III. Territory

CONDITIONS:

1. Wording: LMA3079 (amended) as attached
2. Amendatory Endorsement, as attached hereto
3. NMA 1477 - Radioactive Contamination Exclusion Clause-Liability-Direct (USA) as attached
4. 623AFB00124 - War and Terrorism Exclusion Endorsement (with a professional services write back for Terrorism) as attached.

10/8/16.
Contract Leader

Insurer: Crum & Forster Specialty Insurance Company **Policy Number:** LOL-102994

EXCESS LIABILITY POLICY
DECLARATIONS

NOTICE: DEPENDING ON THE TERMS, CONDITIONS AND LIMITATIONS OF THE **FOLLOWED POLICY**, THIS POLICY MAY (1) ONLY PROVIDE COVERAGE FOR LOSS FROM CLAIMS FIRST MADE OR FIRST MADE AND REPORTED DURING ITS **POLICY PERIOD**; (2) HAVE ITS **LIMIT OF LIABILITY** REDUCED BY THE PAYMENT OF DEFENSE COSTS AND/OR CLAIM EXPENSES; AND (3) NOT IMPOSE A DUTY TO DEFEND ON THE **INSURER**. PLEASE READ THE **FOLLOWED POLICY** AND THIS POLICY CAREFULLY AND DISCUSS THE COVERAGE PROVIDED THEREUNDER AND HEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

Item 1. **Policyholder:** Crueger Dickinson LLC
Policyholder Address: 7525 N. Links Way
Fox Point, WI 53217

Item 2. **Policy Period:** From: 10/19/2017 (Effective) To: 10/19/2018 (Expiration)
(12:01 a.m. local time at the **Policyholder Address** shown above)

Item 3. **Limit of Liability:** $1,000,000

Item 4. **Total Underlying Limits:** $1,000,000/$1,000,000

Item 5. **Premium:** $3,485

Item 6. **Claims Address:** E-Mail: mapsnol@cfins.com
Mail: Crum & Forster
Claims Department
305 Madison Avenue
Morristown, NJ 07962

Item 7. **Insurer Address:** Crum & Forster
Professional Risk
1 Marcus Boulevard, Suite 101
Albany, NY 12205

Item 8. The following endorsements, if any, are made a part of this Policy at issuance:

CS 07 001 10 17 Crum & Forster Specialty Insurance Company Signature Page
XEO 24 009 01 16 Non-Following Form Endorsement Any Underlying Policy Sub-Limits Not Covered
XEO 21 001 01 16 Pending and Prior Litigation Endorsement
XEO 21 004 01 16 Prior Acts Exclusion
SOP CF 07 16 Service of Process Clause
IL P 001 01 04 U.S. Treasury Department's Office Of Foreign Assets Control (OFAC)

Item 9. **Schedule of Underlying Coverage:**

	Underlying Insurer	Underlying Policy	Underlying Limit	Underlying Policy Period
*	Peleus Insurance Company	LPL409432-1	$1,000,000	10/19/2017 to 10/19/2018

Terms appearing in "**Bold**" typeface are used in this Policy with the meanings and values ascribed to them above; however, subject to the Changes section, the "**Followed Policy**" means the policy in the Schedule with an "*" at the beginning of its row.

This insurance contract is with an insurer which has not obtained a certificate of authority to transact a regular insurance business in the state of Wisconsin, and is issued and delivered as a surplus line coverage pursuant to s.618.41 of the Wisconsin Statutes. Section 618.43(1), Wisconsin Statutes, requires payment by the policyholder of 3% tax on gross premium



Insurer Home Office Address:
8720 Stony Point Parkway, Suite 400
Richmond, VA 23235

Insurer Administrative Office:
8720 Stony Point Parkway, Suite 400
Richmond, VA 23235

DECLARATIONS

LAWYERS' PROFESSIONAL LIABILITY POLICY

NOTICE: THIS POLICY IS WRITTEN ON A CLAIMS MADE AND REPORTED BASIS. TO BE COVERED, A CLAIM MUST BE FIRST MADE AGAINST YOU DURING THE POLICY PERIOD AND REPORTED TO THE UNDERWRITER DURING THE POLICY PERIOD OR SIXTY (60) DAYS THEREAFTER, OR FIRST MADE AGAINST YOU AND REPORTED TO THE UNDERWRITER DURING AN EXTENDED REPORTING PERIOD, IF APPLICABLE. THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY PAYMENT OF CLAIM EXPENSES. DEDUCTIBLES APPLY TO JUDGMENTS, SETTLEMENTS AND CLAIM EXPENSES. PLEASE REVIEW THE POLICY THOROUGHLY.

Insurer: Peleus Insurance Company

(hereinafter referred to as the "Underwriter")

Producer: Thompson Flanagan Co.
626 W. Jackson, Suite 500
Chicago, IL 60661

Policy Number: LPL409432-1

ITEM 1. **NAMED INSURED** (Name and Principal Address):

Crueger Dickinson LLC
7525 N. Links Way
Fox Point, WI 53217

ITEM 2. **POLICY PERIOD:** (a) Inception Date: 10/19/2017

(b) Expiration Date: 10/19/2018

Both dates at 12:01 a.m. at the Named Insured's Principal Address in ITEM 1.

ITEM 3. **LIMITS OF LIABILITY:**

$1,000,000 Each **Claim**

$1,000,000 Aggregate

ITEM 4. **DEDUCTIBLE:**

$25,000 Each **Claim**

ITEM 5. **RETROACTIVE DATE:** October 19, 2016

ITEM 6. **PREMIUM:** $8,500

☒ ***Gross Premium:*** **The Underwriter will pay a percentage of the Premium shown above as brokerage commission. The Underwriter does not pay contingent or deferred commissions. Consult your broker for information concerning commission.**
Or
☐ ***Net Premium:*** **The Premium shown above is net, and the Underwriter will pay no brokerage commission of any kind thereon.**

ITEM 7. **EXTENDED REPORTING PERIOD OPTION(S):**

- 12 Months at 125% of Full Annual Premium
- 24 Months at 185% of Full Annual Premium
- 36 Months at 200% of Full Annual Premium

"Full Annual Premium" means the amount set forth in ITEM 6 above including any premium adjustments made during the Policy Period.

ITEM 8. **NOTICE TO THE UNDERWRITER:**

(a) **ALL NOTICES REQUIRED TO BE GIVEN TO THE UNDERWRITER UNDER GENERAL CONDITION IX. OF THIS POLICY MUST BE ADDRESSED TO:**

ARGO PRO US
Professional Liability - Claims
101 Hudson Street, Suite 1201
Jersey City, NJ 07302
(732) 623 8950
claimreporting@colonyspecialty.com

(b) **ALL OTHER NOTICES REQUIRED TO BE GIVEN TO THE UNDERWRITER MUST BE ADDRESSED TO:**

ARGO PRO US
Professional Liability - Underwriting
101 Hudson Street, Suite 1201
Jersey City, NJ 07302
(732) 623 8950

ITEM 9. **POLICY FORM AND ENDORSEMENTS ATTACHED AT ISSUANCE:**

AG EO 8000 LPN - 12-14:	Lawyers Professional Liability Declarations
AG EO 8002 LPN - 12-14:	Lawyers Professional Liability Policy
SIGPIC - 1013	Signature Page
ILP001-0104:	US Treasury Department's Office of Foreign Assets Control ("OFAC") Notice
AG EO 8260 LPN - 12-14:	Service of Suit Endorsement



Signature of Authorized Representative

10/11/2017

Date

KELLROH-03 TMOCK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/1/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Hub International Northwest LLC 12100 NE 195th Street, Suite 200 Bothell, WA 98011	PHONE (A/C, No, Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489
	E-MAIL ADDRESS: now.info@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
INSURED Keller Rohrback, LLP Renee Griggs 1201 3rd Avenue, Ste. 3200 Seattle, WA 98101	INSURER B : ProSight Specialty Insurance Group	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liabili			287392950	06/01/2017	06/01/2018	Per Claim/Aggregate	5,000,000
B	XS Prof Liability			PL201700002246	06/01/2017	06/01/2018	Per Claim/Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Lawyers Professional Liability Deductible: $100,000 per claim

EVIDENCE OF INSURANCE

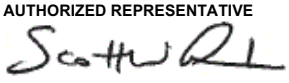
CERTIFICATE HOLDER

Keller Rohrback, LLP
c/o Renee Griggs
1201 3rd Avenue, Ste. 3200
Seattle, WA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

TYPE V **INFORMATION PAGE WC 00 00 01 (A)**

POLICY NUMBER: UB-7J17264A-17-42-G

RENEWAL OF (IJUB-4521T15-9-16)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

NCCI CO CODE: 13579

1.

INSURED:
KELLER ROHRBACK LLP
1201 THIRD AVE., STE. 3200
SEATTLE, WA 98101

PRODUCER:
HUB INTL NORTHWEST LLC
PO BOX 3018
BOTHELL, WA 98041-3018

Insured is A LIMITED LIABILITY PARTNERSHIP

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 12-01-17 to 12-01-18 12:01 A.M. at the insured's mailing address.

3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:
AZ CA MT NY

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	$	1,000,000	Each Accident
Bodily Injury by Disease:	$	1,000,000	Policy Limit
Bodily Injury by Disease:	$	1,000,000	Each Employee

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

AL AR CO CT DC DE FL GA HI IA ID IL IN KS KY LA MA MD ME MI MN MO
MS NC NE NH NJ NM NV OK OR PA RI SC SD TN TX UT VA VT WI WV

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made ANNUALLY

DATE OF ISSUE: 10-17-17 SD
OFFICE: ELMIRA NY SRV CTR 700
PRODUCER: HUB INTL NORTHWEST LLC XV971

Robbins Geller Rudman & Dowd LLP

Atlanta Boca Raton Chicago Manhattan Melville Nashville Philadelphia San Diego San Francisco Washington, DC

Paul J. Geller
pgeller@rgrdlaw.com

May 15, 2018

VIA NGEM

City of Las Vegas, Nevada
Attention: John R. Lonborg
Department Purchasing
495 South Main Street, 3rd Floor
Las Vegas, NV 89101

Re: *Response to the City of Las Vegas's Request for Statements of Qualifications for Special Counsel for Opioid Litigation*

Dear Mr. Lonborg:

Robbins Geller Rudman & Dowd LLP ("Robbins Geller") and Lieff Cabraser Heimann & Bernstein, LLP ("Lieff Cabraser") (collectively, the "RG/LC Team" or the "Team") are pleased to submit their response to the City of Las Vegas's (the "City") Request for Statements of Qualification ("RSOQ") to serve as Special Counsel to investigate and pursue litigation against manufacturers, distributors and/or prescribers of prescription opioids. Our Team would be honored to provide these services as Special Counsel to the City.

The RG/LC Team is uniquely qualified to represent the City in litigation against opioid manufacturers, distributors and/or other culpable parties to recover damages incurred by the City. Robbins Geller and Lieff Cabraser currently represent several cities and counties in similar litigation against the manufacturers and distributors of prescription opioids who, by their deceptive conduct, also wrongfully contributed to the opioid crisis in Las Vegas. Additionally, due to their credentials and reputations, both Paul J. Geller of Robbins Geller and Elizabeth J. Cabraser of Lieff Cabraser were recently selected to serve on the Plaintiffs' Executive Committee of the multidistrict litigation ("MDL"), *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), the team of attorneys responsible for spearheading approximately 450 federal lawsuits brought as a result the opioid epidemic. In addition, Judge Dan Polster appointed Mr. Geller and Ms. Cabraser to represent plaintiffs on a settlement committee which ensures that our Team will play an instrumental role in moving this litigation forward toward a global resolution.

Our Team is unique in its combined expertise, not only as national leaders in complex litigation in both state and federal court, but in the particular subject areas at issue in this litigation. Courts have repeatedly acknowledged that expertise and our reputation for excellence with

numerous leadership appointments, not only in MDL proceedings, but in many other contexts as well. Moreover, our firms have successfully litigated against many of the largest pharmaceutical companies, including McKesson Corporation; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Bayer Corporation; Teva Pharmaceuticals; Actavis; and Cephalon, Inc., among others, as well as many of the largest multinational companies in the world, including Exxon; Enron; Volkswagen; British Petroleum; Google; Facebook; E.I. DuPont de Nemours; and Apple. Lieff Cabraser and Robbins Geller also routinely represent government entities in securities, consumer protection and antitrust matters, and have long histories of leading nationwide multidistrict and class action litigation in the public interest. Our firms are well versed in representing governmental entities and recognize the importance of working closely with the City Attorney on all aspects of the litigation.

If selected to represent the City, the RG/LC Team is well-equipped to handle all aspects of the investigation and potential litigation. The Team has already conducted an extensive pre-filing investigation into the defendants' national and local practices in support of the other related actions in which the firms have been retained. Based on our investigation to date, the Team has determined the most viable legal theories, amassed substantial evidence and identified and consulted with leading experts on the opioid crisis. The Team has also prepared complaints against the manufacturers and distributors based on our extensive investigation of the underlying facts and the causes of action arising therefrom.

In sum, the RG/LC Team is able and willing to litigate this case as far as necessary to ensure the best net recovery for the City. The Team is prepared to work vigorously in conjunction with the City Attorney in order to reach a successful resolution for the City and its residents. We recognize that there is much more at stake here than money and, for that reason, we would deeply appreciate the opportunity to serve as Special Counsel to the City to address the profound impact the opioid crisis has had on its citizens and to hold the responsible companies accountable for the harm they have caused.

Very truly yours,

PAUL J. GELLER

PJG:krj
Attachments





Response to
City of Las Vegas's
Request for Statements of Qualifications for Special Counsel for Opioid Litigation

May 15, 2018

Paul J. Geller
Robbins Geller Rudman & Dowd LLP
120 East Palmetto Park Road,
Suite 500
Boca Raton, FL 33432
Phone: (561) 750-3000
Fax: (561) 750-3364
pgeller@rgrdlaw.com

Elizabeth J. Cabraser
Lieff Cabraser Heimann & Bernstein, LLP
250 Hudson Street,
8th Floor
New York, NY 10013-1413
Phone: (212) 355-9500
Fax: (212) 355-9592
ecabraser@lchb.com

Robbins Geller Rudman & Dowd LLP

Lieff Cabraser Heimann & Bernstein
Attorneys at Law

Robbins Geller Rudman & Dowd LLP ("Robbins Geller") and Lieff Cabraser Heimann & Bernstein, LLP ("Lieff Cabraser") (collectively, the "RG/LC Team" or the "Team") are pleased to submit their response to the City of Las Vegas's (the "City") Request for Statements of Qualification ("RSOQ") to serve as Special Counsel to investigate and pursue litigation against manufacturers, distributors and/or prescribers of prescription opioids. Our Team would be honored to provide these services as Special Counsel to the City.

A. General Experience and Information Concerning the Company

1. Provide general information about your Company– Number of years in existence, number of attorneys, areas of expertise, financial and manpower support capacity, etc.

Robbins Geller is a national law firm with ten offices comprised of more than 200 attorneys, including dozens of former federal and state prosecutors, and approximately 230 support staff, including investigators, forensic accountants, economists, paralegals and document clerks. Robbins Geller specializes in complex litigation from the plaintiff's side, representing only plaintiffs since the firm's formation in 2004. Robbins Geller attorneys have expertise in securities and corporate actions, and whistleblower, antitrust, consumer and insurance class actions. Robbins Geller's extensive resources – human, financial and technological – are unparalleled, allowing the firm to routinely serve as sole lead counsel in large, complex and costly actions. Lieff Cabraser is an AV-rated law firm founded in 1972 with offices in Nashville, San Francisco, New York and Seattle. With 70 attorneys and more than 120 support staff members, Lieff Cabraser is among the largest firms in the United States that only represent plaintiffs, and has the capacity, experience and resources to handle large and complex cases. Lieff Cabraser has litigated and resolved thousands of individual lawsuits and hundreds of class and group actions, including some of the most important civil cases in the United States over the past four decades. Together, the RG/LC Team's resources will enable the Team to advise and zealously represent the City throughout the entire life of the litigation – from initial investigation, to preparing a complaint, to discovery, to pre-trial motions and trial practice, to appeals and settlement.

Our Team is unique in its combined expertise, not only as national leaders in complex litigation in both state and federal court, but in the particular subject areas at issue in this litigation. Courts have repeatedly acknowledged that expertise and our reputation for excellence with numerous leadership appointments, not only in multidistrict litigation proceedings but in many other contexts as well. The RG/LC Team's specific expertise in the practice areas that are central to this litigation is also unsurpassed. The Team's list of successes involving consumer protection, RICO, false claims act and pharmaceutical cases is extensive.[1] Our firms have successfully litigated against major pharmaceutical companies, including McKesson Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Bayer Corporation, Teva Pharmaceuticals, Actavis and Cephalon, Inc., among others, and many of the largest

[1] Additional information regarding the firms' successes is available at www.rgrdlaw.com for Robbins Geller and at www.lchb.com for Lieff Cabraser. In addition, both firms would be happy to provide their firm résumés which contain more comprehensive lists of the firms' cases.

multinational companies in the world, including Exxon, Enron, Volkswagen, British Petroleum, Google, Facebook, E.I. DuPont de Nemours and Apple.

Robbins Geller and Lieff Cabraser currently represent many cities and counties in similar litigation against the manufacturers and distributors of prescription opioids who, by their deceptive conduct, also wrongfully contributed to the opioid crisis in Las Vegas. Additionally, due to their credentials and reputations, both Paul J. Geller of Robbins Geller and Elizabeth J. Cabraser of Lieff Cabraser were selected to serve on the Plaintiffs' Executive Committee of the multidistrict litigation ("MDL"), *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), which is comprised of more than 450 cases related to the opioid crisis. In addition to being appointed to the Plaintiffs' Executive Committee, the judge overseeing the *National Prescription Opiate Litigation*, Judge Dan Aaron Polster, issued an order appointing seven plaintiffs' attorneys to the national settlement committee tasked with negotiating a global settlement. Paul Geller and Elizabeth Cabraser are two of the attorneys who were appointed to that committee and thus will play an instrumental role in moving this litigation forward toward a global resolution.

As detailed below, the Team has superior financial, insurance and business resources, and provides industry-leading litigation support in-house. Our firms have entire departments devoted to Litigation Support, Information Technology and Word Processing, as well as distinct Research, Financial Analysis and Services departments, all of which position the Team to limit the often high cost of outside vendors. Both Robbins Geller and Lieff Cabraser have dedicated, in-house, technical departments with the capability of handling electronic document-intensive litigation in a sophisticated and efficient manner. Together, the Team has the capacity to maintain millions of pages of document production and handle the complex issues that can arise in this type of litigation in-house.

Indeed, Robbins Geller is a leader in discovery-intensive litigation with the ***in-house*** capability and technology comparable to the top electronic discovery vendors in the industry. This was exemplified by the firm's experience in cases such as *In re Enron Corp. Securities Litigation*, No. 4:01-cv-03624 (S.D. Tex.), the largest securities fraud class action in history, where Robbins Geller attorneys developed a strategy to review and synthesize information from more than 70 million pages of documents produced in the action. High quality document review services are performed by a dedicated group of staff attorneys who specialize in document analysis. Led by Lea Bays (E-Discovery Counsel) and Christine Milliron (Director of E-Discovery and Litigation Support), the Robbins Geller E-Discovery Practice Group is a multi-disciplinary team of attorneys, forensic analysts and database professionals dedicated to this fundamental aspect of complex litigation. Robbins Geller's litigation support team includes six Relativity Certified Administrators with more than 75 years of collective e-discovery experience.

Similarly, Lieff Cabraser maintains a Litigation Support Department staffed with specialists in processing, analyzing and maintaining document review databases. In several of Lieff Cabraser's cases, the firm has hosted document reviews for large-scale document productions involving tens of millions of pages. In the *Yaz*®/*Yasmin*®/*Ocella*® *Products Liability Litigation*, MDL No. 2100 (S.D. Ill.), for example, Lieff Cabraser engaged in a detailed analysis of the available evidence, including more than ***80 million pages*** of document productions. The

firm's document review platforms can, moreover, be accessed remotely by authorized document reviewers.

Our Team also brings significant financial resources to the proposed investigation and litigation, allowing us to self-fund the litigation without requiring any third-party financing. Together, the Team provides unsurpassed financial strength giving us the heft to confront any group of the multinational corporations in the opioid chain of distribution, no matter how large or well-funded. Our Team has over $20 million in cash reserves combined, as well as access to over $50 million in untouched credit lines. In addition, we have over $85 million in E&O Insurance coverage.

Robbins Geller has the capacity to prosecute the most complex, longest-running and most expensive cases in the American judicial system. The firm has demonstrated success in funding long-lasting, high-cost litigation throughout trial and appeals. One example of Robbins Geller's ability and willingness to finance and manage complex and costly actions is *Jaffe v. Household International, Inc.*, No. 1:02-cv-05893 (N.D. Ill.), which Robbins Geller filed in 2002, invested $34 million in cash over 14 years and settled in 2016 for $1.575 billion. The firm's ability and willingness to continue financing the *Household* case through trial, appeal and remand – all the way up to the night before a second trial – resulted in a recovery for the class that was hundreds of millions of dollars, or even a billion dollars, more than it would have been had the firm balked at incurring tens of millions of dollars of financial exposure to one lawsuit. The firm's conservative management of its finances, coupled with its willingness to advance costly litigation expenses in the pursuit of meritorious cases, allows the firm to obtain the maximum recovery possible for its clients.

Similarly, Lieff Cabraser's financial wherewithal is demonstrated by its ability to prosecute many massive complex cases against the world's largest, multinational corporations at the same time. In just the last two to three years, Lieff Cabraser has litigated against Google, Facebook, Volkswagen, General Motors, Takata, Bank of New York, Goldman Sachs, British Petroleum and the Tobacco industry, among many others, contemporaneously. The firm regularly takes on cases that require significant outlays of capital over extended periods of time and does not shy away from cases simply because the case will be long, expensive or hard fought. In sum, the Team is not only able, but also willing, to litigate this case as far as necessary to ensure the best net recovery for the City and is committed to undertaking the financial responsibility to support the full costs of litigation throughout trial and any potential appellate processes.

2. Within the past three years, have there been any significant developments in your Company such as changes in ownership or restructuring? Do you anticipate any significant changes within the next five (5) years? Please describe.

No. There have been no significant developments with the ownership or structure of Robbins Geller or Lieff Cabraser within the past three years and we do not anticipate any significant changes within the next five years.

3. Describe the on-line services, publications and other resources maintained by your Company dealing with the Subject Matter Areas, including subscription services and periodicals.

Specific to the investigation and potential litigation involving the manufacture, marketing, sale and distribution of prescription opioid products in Nevada, the Team has already secured and analyzed information from publicly available databases, including: Open Payments, published by the Centers for Medicare & Medicaid Services, which collects information about the payments drug companies make to physicians for things such as travel, research, gifts, speaking fees and meals; Dollars for Docs, compiled by ProPublica, which compiles similar data regarding payments by drug manufacturers to doctors; and Prescriber Checkup, also compiled by ProPublica, which provides information on a state, city and prescriber basis regarding the rates at which prescription drugs were prescribed under Medicare Part D. The Team also has extensive experience filing Freedom of Information Act and "Touhy" requests with federal government agencies and will do so as necessary to access relevant information, such as compliance with the federal Controlled Substances Act by drug manufacturers and wholesalers in Nevada. The Team will also work with the relevant Nevada agencies to access additional information as needed. Crucially, both Robbins Geller and Lieff Cabraser maintain in-house trial support teams with the technical resources and knowledge to analyze complex, voluminous data and synthesize it into meaningful information graphics for motion practice and trial. The Team also has access to Lexis, Westlaw, Bloomberg, Thomson Reuters and other paid databases.

4. Has your Company or an attorney in your Company's employ who would have any involvement with the possible provision of legal assistance, advice, or representation contemplated by this RSOQ ever been disciplined or censured by any regulatory body? If so, describe the principal facts.

There have been no disciplinary actions brought against Robbins Geller or Lieff Cabraser or any attorneys of either firm.

5. Within the last five (5) years, has your Company, or a partner or attorney in your Company, been involved in litigation or other legal proceedings relating to provision of legal services? If so, provide a brief explanation and indicate the current status or disposition.

Robbins Geller has not been involved in litigation or other proceedings relating to provision of legal services within the last five years.

In December 2011, Lieff Cabraser and one of its partners were sued in an alleged malpractice action case claiming that a portion of settlement monies recovered by Lieff Cabraser for the plaintiff should been placed in a structured settlement. A jury returned a verdict that Lieff Cabraser was not liable for professional negligence or breach of a fiduciary duty, but that the firm was liable for "common count." That verdict is currently on appeal. *Mraz v. Lieff Cabraser Heimann & Bernstein, LLP*, No. B269624 (Cal. Ct. of Appeal, 2nd Appellate District, Division Three).

In addition, *Howard & Assoc. v. The Wilner Firm, P.A.*, No. 16-2015-CA-003930 (Florida Circuit Court, Fourth Judicial Circuit), is a fee dispute between law firms arising out of tobacco litigation. The case is still pending. In December 2015, after approving the global *Engle* tobacco settlement that Lieff Cabraser achieved with co-counsel, a panel of judges in the Middle District of Florida investigated, among other things, the adequacy of the pre-suit investigation of the federal *Engle* tobacco cases (which predated Lieff Cabraser's involvement in the cases). In October 2017, the court found that Lieff Cabraser and its co-counsel "were not responsible" for the deficiencies in the cases and "acted reasonably once they became involved in the litigation." *In re Engle Cases*, No. 3:09-cv-10000-J-WGY-JBT, Opinion at 144 (M.D. Fla. Oct. 18, 2017).

In 2016, a $300 million settlement was reached in *Arkansas Teachers Retirement System v. State Street Bank and Trust Co.*, No. 1:11-cv-10230 (D. Mass.). The court thereafter awarded fees based on a percentage of the overall settlement fund to plaintiffs' counsel. In late 2016, plaintiffs' counsel discovered inadvertent double-counting of some staff attorney time in the submissions made to the court, which served in part as a cross-check on the fees awarded by the court. Plaintiffs' counsel brought this issue to the court's attention. The court thereafter appointed a Special Master to investigate "all issues relating to the attorneys' fees, expenses, and service awards previously made in [the] case." The matter is ongoing.

6. List all current litigation(s) in which your Company is a defendant. Provide a brief explanation and indicate the current status or disposition.

There are no current cases in which Robbins Geller is a defendant.

As mentioned above, the jury verdict in *Mraz v. Lieff Cabraser Heimann & Bernstein, LLP* is currently on appeal.

7. Does your Company represent any other states or governmental entities? If so, list the entity, and provide a contact and telephone number.

Robbins Geller and/or Lieff Cabraser have been retained by the cities of Delray Beach, Fort Lauderdale, Pompano Beach and Coconut Creek and Broward County, Florida; the City of Phoenix, Arizona; the Metropolitan Government of Nashville and Davidson County, Rutherford County, Smith County, Scott County, Cannon County, and Morgan County, Tennessee; Baltimore County, and Montgomery County, and the City of Westminster, Maryland; the cities of Concord and Dover, New Hampshire; Wayne County, Monroe County, and Oakland County, Michigan; and the City of Los Angeles, California to investigate and litigate claims against opioid manufacturers and wholesalers to recover for the economic harm caused by deceptively and fraudulently marketing and distributing prescription painkillers in violation of state and federal law. Robbins Geller and Lieff Cabraser also routinely represent government entities in securities, consumer protection and antitrust matters.

Robbins Geller represents scores of governmental entities, including the state agencies listed below. The firm is happy to provide additional references on request.

California Public Employees' Retirement System

Warren Astleford, Assistant Chief Counsel
Telephone: (916) 795-0314

California Teachers Association Retirement Benefits Trust

Jeff Chapman, Health Services & Benefit Administrators, Inc.
Telephone: (925) 833-4304

City of Los Angeles

Thomas H. Peters, Chief Assistant City Attorney
Telephone: (213) 978-1882

Commonwealth of Virginia for the Virginia Retirement System

Elizabeth B. Myers, Assistant Attorney General
Virginia Office of the Attorney General
Telephone: (804) 786-9516

Government Employees' Retirement System of the Virgin Islands

Austin L. Nibbs, CPA, Administrator
Telephone: (340) 776-7703

Municipal Employees' Retirement System of Michigan

Patricia J. Tarini, General Counsel
Telephone: (517) 703-9030

New York State Teachers' Retirement System

Joseph J. Indelicato, Jr., General Counsel
Telephone: (518) 447-4778

State of Alaska Department of Revenue

Pamela J. Leary, Director,
Treasury Division
Telephone: (907) 465-3751

State Universities Retirement System of Illinois

Mary Patricia Burns, Interim General Counsel
Telephone: (312) 541-8600

West Virginia Investment Management Board

H. Craig Slaughter, Executive Director
Deborah A. Sink, General Counsel
Telephone: (304) 345-2672

Wyoming Retirement System

Gregory A. Phillips, Attorney General
Telephone: (307) 777-7841

Lieff Cabraser represents the following state or governmental entities:

Cannon County, Tennessee

Mike Gannon, County Executive
Telephone: (615) 563-2320

Mississippi Attorney General

George W. Neville, Special Assistant AG
Telephone: (601) 359-3908

City of Los Angeles

Thomas H. Peters, Chief Assistant City Attorney
Telephone: (213) 978-1882

City of Miami, Florida

Victoria Mendez, City Attorney
Telephone: (305) 416-1800

City of Miami Gardens, Florida

Sonja Dickens, City Attorney
Telephone: (305) 622-8055

City of Philadelphia, Pennsylvania

Benjamin H. Field, Deputy City Solicitor
Telephone: (215) 683-5024

Metropolitan Government of Nashville and Davidson County, Tennessee

Jon Cooper, Director
Telephone: (615) 862-6341

Morgan County, Tennessee

Don Edwards, County Executive
Telephone: (423) 346-6288

Rutherford County, Tennessee

Ernest Burgess, Mayor
Telephone: (615) 898-7745

Scott County, Tennessee

John Beaty, County Attorney
Telephone: (423) 663-4301

Smith County, Tennessee

Branden Bellar, County Attorney
Telephone: (615) 588-1605

Additionally, Lieff Cabraser has also served, and currently serves, on the securities litigation panels for a number of state (and municipal) entities including the following: Massachusetts Pension Reserves Investment Management Board; New York State Common Retirement Fund; Washington State Investment Board; the State of New Jersey Office of the Attorney General and the Department of Treasury; the Ohio Attorney General's Office, Division of Investment; the State of Michigan Retirement System; the Commonwealth of Pennsylvania Governor's Office of General Counsel; Maryland State Retirement and Pension System; Public Employees' Retirement System of Mississippi; Iowa Public Employees' Retirement System; Maine Public Employees Retirement System; the State of Hawaii's Department of the Attorney General and Employees' Retirement System of the State of Hawaii; Los Angeles County Employees Retirement Association; the City of Boca Raton Police and Firefighters Retirement System; Fire and Police Pension Association of Colorado; Dallas Police & Fire Pension System; Houston Municipal Employees Pension System; and New York City Pension Funds.

8. Please describe your Company's backup procedures in the event one or more attorneys assigned to a matter contemplated by this RSOQ leave the Company.

Our Team's combined size and financial strength would enable it to weather any departures by attorneys assigned to a case. The proposed opioid litigation team is comprised of 22 attorneys, many who have been members of their respective firms for more than ten years. The complex nature of this potential case requires that responsibility and knowledge is shared among Team members, and that databases and other collections are maintained by in-house

professional experts. This means that the departure of one attorney has little impact on the case as other attorneys are readily able to substitute in to ensure that there will not be any disruption in the litigation.

As sole lead counsel in *Household*, Robbins Geller attorneys reviewed three million pages of documents, took 82 fact witness depositions, deposed seven experts and obtained a record-breaking settlement of $1.575 billion after 14 years of litigation, including a six-week jury trial in 2009 that resulted in a securities fraud verdict in favor of the class. The *Household* trial not only demonstrated Robbins Geller's capabilities, it also showcased the firm's willingness and capacity to shoulder the burden of protracted litigation without needing to rely on outside human or financial resources, including when attorneys assigned to the case departed the firm. In addition, a team of Robbins Geller attorneys, forensic accountants, paralegals, litigation support specialists and administrative assistants, rivaling the entire size of many plaintiffs' firms, relocated to Chicago for approximately 70 days of pre-trial preparation, pre-trial hearings and trial – twice – without disrupting any of the firm's commitments to its other clients or cases.

In 2011, Lieff Cabraser became involved in Engle Progeny Tobacco cases in Florida. That case saw more than 1,000 cases activated through discovery and many set for trial. A global settlement was reached in 2015. Appeals, retrials and other aspects of the case continue presently. The Tobacco case had tens of millions of dollars in costs, thousands of depositions, dozens of experts and concluded with an historic global settlement with the tobacco industry. It is one of the examples of our firms' ability to continue years' long litigation, rotating staff seamlessly as needed and obtaining great results for our clients.

B. Subject Matter Areas Experience

1. Provide a detailed description of the Company's experience in the Subject Matter Areas, including identification of the approximate number of engagements involving the Subject Matter Areas during the last five (5) years. Of those engagements, the Company should select no more than five (5) illustrative matters and provide the following information: (a) nature of the matter and the Company's role; (b) the year and the approximate dollar amount of the claim; (c) status of case and range of responsibilities; (d) disposition of case, and if relevant, a description of damages negotiated/awarded or other relief obtained; and (e) company/agency/department/office to which legal services were provided, including contact information and email address, to be used as references.

As mentioned above, the Team has been retained by several cities and counties to investigate and litigate claims against opioid manufacturers and wholesalers to recover for the economic harm caused by deceptively and fraudulently marketing and distributing prescription painkillers in violation of state and federal law. Additionally, Robbins Geller and Lieff Cabraser have successfully prosecuted hundreds of complex fraud cases over the past five years, including cases brought against drug manufacturers and wholesalers. Below are descriptions of five cases illustrative of the Team's relevant experience.

***In re Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation*, No. 3:15-md-02672-CRB (N.D. Cal.)**

Lieff Cabraser has continued its record of playing a leading role in the recovery of billions of dollars for state actors and consumers based on consumer protection claims in the recent Volkswagen "Clean Diesel" litigation, in which Robbins Geller also played an important role as a member of the Plaintiffs' Steering Committee. After allegations from the Environmental Protection Agency ("EPA") and others that it used "defeat devices" to evade government pollution laws, Volkswagen acknowledged in September 2015 that it had been cheating emissions standards by installing software in at least 11 million 2.0-liter and 3.0-liter vehicles – nearly 600,000 in the United States – that concealed real-world emissions levels during testing. A Clean Air Act emissions cheating lawsuit was quickly followed by a nationwide consumer class action, both of which were consolidated with more than 500 consumer lawsuits into a massive multidistrict litigation in San Francisco federal court.

Having competed with 120 other lawyers for the position, Ms. Cabraser, Lieff Cabraser's team leader, was appointed Plaintiffs' Lead Counsel and Chair of the 22 member Plaintiffs' Steering Committee, representing over 550,000 Volkswagen, Audi and Porsche diesel owners and lessees.

After nine months of intensive negotiation and extraordinary coordination led on the class plaintiffs' side by Ms. Cabraser, a set of interrelated 2.0-liter vehicle settlements totaling $14.7 billion were given final approval in 2016. In May 2017, a further settlement valued at $1.2-$4.04 billion for 3.0-liter engine vehicles received final approval. "[T]he total cost of penalties, buybacks and fixes in North America could exceed ***$23 billion*** as Volkswagen tries to overcome the biggest scandal in modern automotive history." "VW Reaches $1.2 Billion Settlement Over Audi, Porsche Diesels," *Bloomberg News*, Feb. 1, 2017. These settlements comprise one of the largest payments in American litigation and the largest known consumer class settlement.

The *Volkswagen* case, and its attendant historic settlements, is unprecedented in its scope and complexity, combining consumer compensation, environmental relief, fines and penalties, coordinated by the Department of Justice, EPA, California Air Resources Board and California Attorney General, the Federal Trade Commission ("FTC") and class plaintiffs. Ms. Cabraser worked closely with the FTC on coordinated prosecution and resolution of the federal consumer protection statute claims and consumers' own claims under federal and state law, including consumer protection statutes. Ms. Cabraser also worked with members of the multi-state Attorneys General group, in particular California and New York, to ensure the states' own consumer protection (and environmental) claims were addressed and compensated by the settlements.

The Robbins Geller team of lawyers dedicated to the Volkswagen litigation was led by Paul J. Geller, who was appointed to the Plaintiffs' Steering Committee after competing with the same group of 120 lawyers for that position. Given Robbins Geller's proven track record of success in resolving some of the nation's largest and most high-profile class actions, including through record-breaking trial verdicts, the firm was charged with leading the discovery and trial working group, among its other initial assignments. However, as the litigation proceeded, Robbins Geller quickly became involved in almost all aspects of the litigation. Working closely

with Lieff Cabraser, Robbins Geller lawyers had a hand in virtually every brief that was filed by the Plaintiffs' Steering Committee, including the settlement-related filings, as well as those pertaining to class certification that were due to be filed in the event that settlement discussions failed. Robbins Geller's participation in the litigation's legal briefing team included defending the settlements on appeal before the Ninth Circuit.

***Neurontin Marketing and Sales Practices Litigation*, MDL No. 1629 (D. Mass.)**

Lieff Cabraser served on the Plaintiffs' Steering Committee in multidistrict litigation arising out of the off-label sale and marketing of the prescription drug Neurontin, manufactured by Parke-Davis, a division of Warner-Lambert Company, which was later acquired by Pfizer, Inc. Lieff Cabraser served as co-counsel to Kaiser Foundation Health Plan, Inc. and Kaiser Foundation Hospitals ("Kaiser") in Kaiser's trial against Pfizer in the litigation. On March 25, 2010, a federal court jury determined that Pfizer violated a federal antiracketeering law by promoting its drug Neurontin for unapproved uses and found Pfizer must pay Kaiser damages up to ***$142 million***.

At trial, Kaiser presented evidence that Pfizer knowingly marketed Neurontin for unapproved uses without proof that it was effective. Kaiser said it was misled into believing neuropathic pain, migraines and bipolar disorder were among the conditions that could be treated effectively with Neurontin, which was approved by the FDA as an adjunctive therapy to treat epilepsy and later for post-herpetic neuralgia, a specific type of neuropathic pain.

In November 2010, the court issued Findings of Fact and Conclusions of Law on Kaiser's claims arising under the California Unfair Competition Law, finding Pfizer liable and ordering that it pay restitution to Kaiser of approximately $95 million. In April 2013, the First Circuit Court of Appeals affirmed both the jury's and the district court's verdicts. In November 2014, the court approved a ***$325 million settlement*** on behalf of a nationwide class of third party payors.

***Yaz®/Yasmin®/Ocella® Products Liability Litigation*, MDL No. 2100 (S.D. Ill.)**

Lieff Cabraser played a central role in the Yaz® litigation, representing numerous individual women, and working extensively to the common benefit of all of the Yaz® cases. The Yaz® cases involved combined oral contraceptive pills manufactured by Bayer Corporation. For these birth control pills, Bayer sought unique and narrow indications from the FDA for moderate to severe acne and pre-menstrual dysphoric disorder. Plaintiffs alleged that Bayer improperly promoted these drugs for off-label use in individuals with mild acne and pre-menstrual syndrome (PMS), for which Bayer was repeatedly cited by the FDA and failed to warn of the products' higher risk of blood clots than other birth control pills in the same class.

Lieff Cabraser partners Wendy Fleishman and Paulina do Amaral were trial counsel in *Moore v. Bayer, et al.*, No. 100800570 (Phil. Ct. of Common Plea), one of two bellwether cases which were set for trial in January 2012. Just weeks before trial was set to commence, defendants entered into a settlement program that resulted in resolution of the entire litigation. Because the *Moore* case was stayed just prior to trial, Lieff Cabraser had already engaged in extensive trial preparation, including detailed analysis of the available evidence, creation of

exhibit lists out of more than 80 million pages of document productions, as well as deposition cuts, and extensive motion practice.

In addition to bringing this bellwether case to the eve of trial, Lieff Cabraser also played a pivotal role in the MDL litigation for the common benefit of all of the plaintiffs nationwide. Working closely with Dr. David Kessler, the former head of the FDA, and other experts, Lieff Cabraser played a central role in the development of the entire off-label liability case against Bayer. Lieff Cabraser also played a central role in presenting that evidence to the Advisory Committee to the FDA, which resulted in changes to the products' labeling including important additional warnings. Ultimately, Bayer paid over ***$2.2 billion*** in settlements resulting from the Yaz® and Yasmin® litigation.

***Jones v. Pfizer Inc.*, No. 1:10-cv-03864-AKH (S.D.N.Y.)**

After a full year of research and analysis, Robbins Geller, serving as sole lead counsel, commenced this action in May 2010. The complaint alleged that Pfizer executives defrauded investors by deliberately concealing the risks to Pfizer stemming from the company's illegal off-label promotion of its drugs Lyrica, Geodon, Zyvox and Bextra, as well as violations of anti-kickback laws with respect to several other drugs. In January 2015, after discovery procedures, including the review of more than 25 million documents and 45 depositions of fact witnesses, and just days before trial was scheduled to begin, Pfizer announced that it had agreed to pay ***$400 million*** to resolve the action. Robbins Geller had moved 17 attorneys and staff to New York, and was fully prepared to begin trial at the time the settlement was reached. *See* "Litigators of the Week: Michael Dowd and Jason Forge of Robbins Geller," *AmLaw Litigation Daily*, Jan. 29, 2015.

***Jaffe v. Household International, Inc.,* No. 1:02-cv-05893 (N.D. Ill.)**

As sole lead counsel, Robbins Geller attorneys reviewed three million pages of documents, took 82 fact witness depositions, deposed seven experts and obtained a record-breaking settlement of ***$1.575 billion*** after 14 years of litigation, including a six-week jury trial in 2009 that resulted in a securities fraud verdict in favor of the class. In 2015, the Seventh Circuit Court of Appeals upheld the jury's verdict that defendants made false or misleading statements about the company's business practices and financial results but remanded the case for a new trial on the narrow issue of whether the individual defendants "made" certain false statements, whether those false statements caused plaintiffs' losses and the amount of damages. The parties reached an agreement to settle the case just hours before the retrial was scheduled to begin on June 6, 2016. The $1.575 billion settlement is the largest post-trial resolution ever, the largest securities fraud settlement in the Seventh Circuit and the seventh-largest settlement ever in a post-Private Securities Litigation Reform Act of 1995 ("PSLRA") securities fraud case. According to published reports, the case was just the seventh securities fraud case tried to a verdict since the passage of the PSLRA. Final approval of the $1.575 billion settlement was obtained on October 20, 2016.

2. Provide a brief description of areas of the law in which your Company has an expertise or your Company's involvement in other cases which would have a significant relationship to the objective of this RSOQ.

As mentioned above, Robbins Geller and Lieff Cabraser currently represent many cities and counties in similar litigation against the manufacturers and distributors of prescription opioids, and both Paul Geller and Elizabeth Cabraser were selected to serve on the Plaintiffs' Executive Committee and settlement committee for the *National Prescription Opiate Litigation*, which is comprised of more than 450 cases related to the opioid crisis.

The RG/LC Team has a long, unmatched history of prosecuting nationwide fraud actions against major pharmaceutical companies. Robbins Geller and Lieff Cabraser have successfully prosecuted and obtained significant recoveries in connection with fraud cases brought against drug manufacturers and distributors, including Cardinal Health ($600 million), Pharmacia Corporation ($164 million), McKesson ($115 million) and Intercept Pharmaceuticals ($55 million), among others. Additionally, the Team has recovered a combined $1.7 billion dollars from Pfizer in various cases regarding the company's off-label marketing practices. As sole lead counsel, Robbins Geller obtained a $400 million settlement with Pfizer on the eve of trial in a case concerning Pfizer's deceptive off-label marketing of several drugs, including Bextra, and payments of kickbacks to doctors to promote sales. Working together with Elizabeth Cabraser as chair of the Plaintiffs' Steering Committee, the Bextra Team recovered a total of $1 billion from Pfizer. Continuing this important work, Robbins Geller was recently appointed to serve as lead counsel in an action against Mylan Pharmaceuticals and other drug companies regarding their anti-competitive conduct in the sale of EpiPen epinephrine auto-injectors, resulting in a monopoly that has made them billions of dollars at the expense of consumers and third party payors. Notably, Robbins Geller was selected by the court after it received the unanimous support of every plaintiffs' firm with an action pending in the sprawling EpiPen MDL.

Lieff Cabraser and Robbins Geller routinely represent government entities in securities, consumer protection and antitrust matters, and have long histories of leading nationwide multidistrict and class action litigation in the public interest. Our firms are well versed in representing governmental entities and recognize the importance of working closely with the City Attorney on all aspects of the litigation.

Our Team also has unparalleled experience serving in a multitude of leadership capacities in multidistrict litigation. Included in **Exhibit 1**, is a list of cases in which attorneys from our Team were appointed by the MDL courts to serve in a leadership capacity. These cases include some of the most substantial and impactful civil litigation in the last half-century and represent some of the largest and most substantial successes ever achieved, both monetarily and in terms of the relief obtained for the public. To the extent the City decides to file in federal court, and has its litigation transferred as part of an MDL, the Team will draw upon its vast MDL experience to advance the litigation and aggressively pursue discovery needed to defeat dispositive motions.

The Team specializes in prosecuting and settling complex cases against well-funded defendants represented by the most zealous defense firms. In this case, the Team's experience working opposite one or more of the defendants' lead attorneys may be of particular assistance. On November 17, 2017, Purdue Pharma, LP announced that it had hired Ms. Sheila Birnbaum of

Quinn Emanuel Urquhart & Sullivan, LLP to lead its defense in opioid litigation, signaling that it may be in a settlement posture. Members of the Team have a long history of working opposite Ms. Birnbaum in resolving actions, including in *Pfizer*, which settled on the eve of trial for $400 million, tobacco litigation brought on behalf of various California cities and counties, which settled for $12.5 billion, as well as in *Neurontin* and *Breast Implants* litigation.

Our firms are leaders in discovery-intensive litigation and our Team is well-equipped to develop the type of comprehensive and case-specific e-discovery strategy necessary for this complex litigation. The RG/LC Team will zealously pursue discovery, drawing upon our significant experience prosecuting off-label marketing cases, and serving precision-tailored discovery requests designed to expose defendants' fraudulent marketing in drug cases. In *Jones v. Pfizer*, No. 1:10-cv-03864 (S.D.N.Y.), for instance, Robbins Geller carefully crafted discovery requests for which the information obtained in response established that Pfizer had engaged in many of the same methods employed by the potential defendants in furtherance of the off-label marketing scheme here. In that action, Robbins Geller obtained, reviewed and analyzed more than 25 million pages of documents in discovery, deposed 45 fact witnesses and had moved a team of 17 attorneys, paralegals and secretaries to live next to the courthouse when the case settled, on the eve of trial, for $400 million. Similarly, in *Moore v. Bayer*, No. 100800570 (Phil. Ct. of Common Plea), which was settled on the eve of trial, Lieff Cabraser reviewed and analyzed more than 80 million pages of document production.

Our Team also includes world-class trial attorneys, allowing us to see any litigation through to a verdict on the merits. If necessary, the Team is uniquely qualified to take this action to trial in order to maximize results for the City. For example, Richard M. Heimann of Lieff Cabraser is nationally recognized as one of the foremost trial attorneys and skilled negotiators in the country. Beyond his list of $100 million plus verdicts and settlements, Mr. Heimann's experience is particularly notable in this context, having served as lead trial counsel against McKesson Corporation in a case that settled weeks before trial, and as lead counsel in Lieff Cabraser's landmark litigation against the tobacco industry. Patrick J. Coughlin of Robbins Geller worked closely with Mr. Heimann on the tobacco litigation years ago, starting this long-developing working relationship between the two firms. Mr. Coughlin enjoys a similar reputation to Mr. Heimann as one of the preeminent trial attorneys in the country, having tried over 50 cases, including a $120 million jury verdict against Apple.

The Team has the experience and expertise necessary to not only try, but also settle, highly complex fraud actions brought against deep-pocketed defendants. Having obtained in excess of $185 billion in recoveries for our clients, our Team has a proven track record and is ready to present a targeted attack against the responsible parties and help the City quickly and efficiently obtain relief. We are no strangers to high-profile, bet-the-company litigation that requires both strength and finesse to ensure that our individual clients achieve their goals. This expertise is derived from decades of experience zealously and effectively pursuing litigation and bringing a credible threat of trial – no matter how substantial the opposition. That credible threat has repeatedly led to successful settlement of claims which frequently have altered entire industries for the good of the public while redressing our clients' specific needs. Occasionally, defendants have elected to bet the company against our trial teams and when they have, time and time again they have lost. Our Team boasts multiple $100 million plus and other substantial trial verdicts and a deep bench of attorneys who are court-room tested and trial ready.

In sum, the Team has the expertise and experience necessary to handle all aspects of the investigation and potential litigation, and is well-equipped to litigate this case as far as necessary to ensure the best net recovery for the City.

C. Team Qualifications

1. Provide a detailed description of the team that would provide services identified in this RSOQ and include the following information: (a) the identity of the individuals, the areas of law in which each specializes and the type of related transactions and/or litigation which the attorney has handled, the number of years of experience in such areas, and the extent to which each has analyzed laws, provided advice, and conducted investigations and litigation on issues relevant to the objective of this RSOQ; (b) Résumés of each member of the team, attached to the Response, as Appendix A; and (c) the courts in which each is admitted to practice, the year of admission, and the location of the principal place or places of business, if not included on a résumé.

The résumés of the team members listed below are attached as **Appendix A**.

Robbins Geller Team Members

Paul J. Geller. Mr. Geller manages Robbins Geller's Boca Raton office and is a member of the firm's Executive and Management Committees. Mr. Geller also serves as head of the firm's Consumer Practice Group. Mr. Geller has over 25 years of experience litigating complex fraud actions. In January of this year, Mr. Geller was selected to serve in a leadership position on behalf of governmental entities and other plaintiffs in the sprawling litigation concerning the nationwide prescription opioid epidemic. In reporting on the selection of the attorneys to lead the case, *The National Law Journal* claimed: "The team reads like a 'Who's Who' in mass torts." In January 2016, Mr. Geller was selected by Judge Breyer of the United States District Court for the Northern District of California to serve on the Plaintiffs' Steering Committee for the massive consolidated class action concerning Volkswagen's illegal emissions cheating scandal. Currently, Mr. Geller serves as a member of Plaintiffs' Steering Committee in *In re Liquid Aluminum Sulfate Antitrust Litig.*, a case regarding a conspiracy to fix prices for a water treatment chemical, liquid aluminum sulfate, and as co-lead counsel in a nationwide class action that alleges that pharmaceutical company Mylan N.V. and others engaged in anticompetitive and unfair business conduct in its sale and marketing of the EpiPen Auto-Injector device. Mr. Geller was one of the lead counsel in the *Sony Gaming Networks Data Breach* litigation, which resulted in significant monetary recovery and other benefits to consumers. Mr. Geller was also instrumental in resolving a case against Dannon for falsely advertising the health benefits of yogurt products. In addition, Mr. Geller has extensive experience litigating securities fraud actions. Notably, before devoting his practice to the representation of shareholders and consumers, Mr. Geller defended companies in class action litigation, providing him with an invaluable perspective on the prosecution of cases. Mr. Geller has tried bench and jury trials on both the plaintiffs' and defendants' sides and has argued before numerous state, federal and appellate courts throughout the country.

Mr. Geller graduated from the University of Florida with a B.S. degree. He earned his J.D. degree from Emory University School of Law, where he was an Editor of the *Emory Law Journal* and a member of the Order of the Coif. Mr. Geller has been named one of "Florida's Top Lawyers" by *Law & Politics*, one of the "Nation's Top 40 Under 40" by *The National Law Journal*, one of Florida's "Legal Elite" by *Florida Trend* magazine and one of "Florida's Most Effective Lawyers" by American Law Media's *Daily Business Review*. In 2017, Mr. Geller was named "Best Lawyer in America" by *Best Lawyers®*.

Mr. Geller is admitted to practice in the following jurisdictions: the State of Florida (1993); the United States Supreme Court (2007); the United States Courts of Appeals for the Fifth (2006) and Eleventh (1995) Circuits; the United States District Courts for the Northern (2011), Middle (1994) and Southern (1994) Districts of Florida; the District of Colorado (1999); and the Eastern District of Michigan (2015).

Patrick J. Coughlin. Mr. Coughlin is Of Counsel to the firm and is based in the San Diego office. Mr. Coughlin helped end the Joe Camel ad campaign, which used a cartoon camel to target children, and secured a $12.5 billion recovery for various cities and counties of California in the landmark 1998 state settlement with the tobacco companies. He has been lead counsel for several major securities matters, including one of the earliest and largest class action securities cases to go to trial, *In re Apple Computer Sec. Litig.* Additional prominent securities class actions prosecuted by Mr. Coughlin include the *Enron* litigation, in which $7.2 billion was recovered, the *Qwest* litigation, in which a $445 million recovery was obtained, and the *HealthSouth* litigation, in which a $671 million recovery was obtained. Mr. Coughlin argued before the United States Supreme Court on behalf of shareholders in *Dura Pharms., Inc. v. Broudo*, 544 U.S. 336 (2005), an important decision concerning loss causation in securities cases. In addition to numerous securities cases, Mr. Coughlin has handled a number of large antitrust cases, including the *Currency Conversion* cases in which $360 million was recovered for consumers, and the *Private Equity* litigation (*Dahl v. Bain Capital Partners, LLC*), in which $590.5 million was recovered for investors. Mr. Coughlin has broad experience in the prosecution and trial of securities litigation and other cases possessed by few others in the country, as evidenced by the more than 50 jury and non-jury trials he has handled. Mr. Coughlin was formerly an Assistant U.S. Attorney in the District of Columbia and the Southern District of California, handling complex white-collar fraud matters. During this time, he helped try one of the largest criminal RICO matters ever prosecuted by the United States, *United States v. Brown*, No. 86-3056-SWR (D.D.C.).

Mr. Coughlin graduated from Santa Clara University with a B.S. degree. He earned his J.D. degree from Golden Gate University School of Law. In 2015, Mr. Coughlin was recognized by *The National Law Journal* as an "Antitrust Trailblazer." From 2014 through 2017, Mr. Coughlin was named "Senior Statesman" by *Chambers USA*. From 2006 through 2017, *U.S. News* recognized Mr. Coughlin in its review of America's "Best Lawyers."

Mr. Coughlin is admitted to practice in the following jurisdictions: the State of California (1983); the District of Columbia (1987); the State of New York (2006); the United States Courts of Appeals for the Second (2010), Fifth (2006), Sixth (1999), Seventh (2014), Ninth (1981), Eleventh (1999) and District of Columbia (2008) Circuits; the Northern (1991), Eastern (2006), Central (1989) and Southern (1987) Districts of California; the Southern (2008) and Eastern

(2017) Districts of New York; the Northern District of Illinois (2002); and the United States Supreme Court (2003).

Mark J. Dearman. Mr. Dearman is a partner in the firm's Boca Raton office, where his practice focuses on consumer fraud, securities fraud, mass torts, antitrust and whistleblower litigation. Mr. Dearman's recent cases include an action against the National Hockey League involving player concussion injuries, a class action against Sony Gaming Networks concerning a huge data breach of Sony's PlayStation Network and the massive consolidated class action concerning Volkswagen's illegal emissions cheating scandal. Currently, Mr. Dearman is litigating *In re Liquid Aluminum Sulfate Antitrust Litig.*, a case regarding a conspiracy to fix prices for a water treatment chemical, liquid aluminum sulfate, as well as a case against Facebook for using facial recognition software in violation of a state privacy statute. Mr. Dearman is also currently litigating nationwide actions against Walgreens and Rite Aid concerning the pharmacies' practice of overcharging customers who purchase generic prescription drugs using insurance. Prior to joining the firm, Mr. Dearman spent several years defending Fortune 500 companies in all aspects of litigation, with an emphasis in complex commercial litigation, consumer claims and mass torts (products liability and personal injury). During his 17 years of practice, Mr. Dearman has obtained extensive jury trial experience on the plaintiffs' side, protecting the rights of investors throughout the United States.

Mr. Dearman graduated from the University of Florida with a B.A. degree. He earned his J.D. degree from Nova Southeastern University. Mr. Dearman has been recognized by his peers as being in the top 1.5% of Florida Civil Trial Lawyers as published in *Florida Trend*'s Florida Legal Elite.

Mr. Dearman is admitted to practice in the following jurisdictions: the State of Florida (1993); the United States Courts of Appeals for the Eighth (2011), Ninth (2012) and Eleventh (2011) Circuits; the Northern (1996), Middle (1993) and Southern (1993) Districts of Florida; and the Southern District of Texas (2014).

Aelish M. Baig. Ms. Baig is a partner in Robbins Geller's San Francisco office where she specializes in consumer and securities class actions. Ms. Baig has litigated a number of cases through jury trial and has obtained hundreds of millions of dollars in awards and settlements for her clients against corporations such as Wells Fargo, Prudential and Verizon. Ms. Baig prosecuted an action against Wells Fargo's directors and officers charging the company with robosigning foreclosure papers so as to mass-process home foreclosures, a practice which contributed significantly to the 2008-2009 financial crisis. The resulting settlement was worth more than $67 million in cash, corporate preventative measures and new lending initiatives for residents of cities devastated by Wells Fargo's alleged unlawful foreclosure practices. Ms. Baig also prosecuted an action against Prudential for its failure to pay life insurance benefits to its beneficiaries, obtaining a recovery in excess of $30 million. She was part of the litigation and trial team in the early termination fee cases against cellphone providers including Sprint and Verizon Wireless and recovered more than $50 million for consumers. Additionally, she prosecuted an off-label marketing case against Allergan's Board of Directors for the company's illegal promotion of Allergan's flagship drug Botox for uses not approved by the FDA. In a unanimous 46-page decision, a three-judge Ninth Circuit panel upheld the action finding that the complaint's detailed factual allegations painted a vivid picture that Allergan's Board of Directors

was "committed to very aggressive off-label promotion of Botox." *Rosenbloom v. Pyott*, 765 F.3d 1137, 1158 (2014).

Ms. Baig graduated from Brown University with a B.A. degree. She earned her J.D. degree from American University. Ms. Baig has been recognized as a *Super Lawyer* in California.

Ms. Baig is admitted to practice in the following jurisdictions: the State of California (1999); the United States Court of Appeals for the Ninth Circuit (1999); the Northern (1999) and Central (2010) Districts of California; and the United States Supreme Court (2011).

Thomas E. Egler. Tom Egler is a partner in Robbins Geller's San Diego office and focuses his practice on representing clients in major complex, multidistrict litigation, such as *Lehman Brothers*, *Countrywide Mortgage Backed Securities*, *WorldCom*, *AOL-Time Warner* and *Qwest*. From 1995 through 1997, he served as a clerk for Hon. Donald E. Ziegler, then Chief Judge of the Western District of Pennsylvania. Mr. Egler has represented institutional investors both as plaintiffs in individual actions and as lead plaintiffs in class actions. Mr. Egler also serves as a Lawyer Representative to the Ninth Circuit Judicial Conference from the Southern District of California. Mr. Egler's vast experience involving multidistrict litigation will allow him to provide the team with strategic insight with regard to multidistrict litigation proceedings, and will help him understand the City's specific needs.

Mr. Egler graduated from Northwestern University with a B.A. degree in 1989, and earned his J.D. degree from the Catholic University Columbus School of Law in Washington D.C. in 1995, serving as Associate Editor of the *Catholic University Law Review*.

Mr. Egler is admitted to practice in the following jurisdictions: the State of Pennsylvania (1996); the State of California (1997); the State of New York (2010); the Western District of Pennsylvania (1996); the United States Courts of Appeals for the Second (2015), Third (1997), Ninth (2014) and Eleventh (2000) Circuits; the Northern (1998), Central (2001) and Southern (1997) Districts of California; the District of Columbia (2003); the Southern District of New York (2013); and the United States Supreme Court (2017).

Rachel L. Jensen. Ms. Jensen is a partner in Robbins Geller's San Diego office. Her practice focuses on consumer, antitrust and securities fraud class actions. Ms. Jensen has played a key role in recovering billions of dollars for individuals, government entities and businesses injured by fraudulent schemes, anti-competitive conduct and hazardous products placed in the stream of commerce. Ms. Jensen was one of the lead attorneys who secured a historic recovery on behalf of Trump University students nationwide. Ms. Jensen has recovered more than $800 million for clients, and secured comprehensive corporate governance enhancements that are a win-win for shareholders and society alike. *See, e.g.*, *City of Westland Police & Fire Ret. Sys. v. Stumpf*, No. 3:11-cv-02369-SI (N.D. Cal.) (a "robo-signing" relief case where Wells Fargo paid $67 million in homeowner down-payment assistance and credit counseling for cities hardest hit by the foreclosure crisis among other things).

Ms. Jensen was named a "Top Woman Lawyer" by the *Daily Journal* and was named a "Leading Lawyer in America" by *Lawdragon*. Prior to joining the firm, Ms. Jensen clerked for the Honorable Warren J. Ferguson on the Ninth Circuit Court of Appeals.

Ms. Jensen earned a B.A. degree from Florida State University, where she was a member of Phi Beta Kappa, and graduated *cum laude*. Ms. Jensen received her J.D. degree from Georgetown University Law School, where she served as Inaugural Editor-in-Chief of the First Annual Review of Gender and Sexuality Law, a publication of the Georgetown *Journal of Gender and the Law*. She also taught Street Law at a public high school in Washington, D.C.

Ms. Jensen is admitted to practice in the following jurisdictions: the State of California (2000); the United States Courts of Appeals for the Sixth (2015), Seventh (2015), Eighth (2011) and Ninth (2010) Circuits; the Northern (2004), Eastern (2001), Central (2004) and Southern (2004) Districts of California; and the Northern District of Illinois (2008).

Shawn A. Williams. Mr. Williams is the managing partner of the firm's San Francisco office and is also a member of the firm's Management Committee. Mr. Williams, whose practice focuses on securities class actions, has served as lead counsel in dozens of securities actions, including: *In re Krispy Kreme Doughnuts, Inc. Sec. Litig*. ($75 million recovery); *Cadence Design Systems Inc. Sec. Litig*. ($38 million recovery); *UT Starcom Inc. Sec. Litig*. ($35 million recovery); and *City of Sterling Heights v. Prudential Financial Inc*. ($33 million recovery). As lead counsel, Mr. Williams has also secured tens of millions of dollars in cash recoveries and the implementation of comprehensive corporate governance enhancements in shareholder derivative actions. *See, e.g., In re McAfee, Inc. Derivative Litig.*, *The Home Depot, Inc. Derivative Litig.*, and *KLA-Tencor Shareholder Derivative Litig*. Mr. Williams is currently serving as lead counsel in *In re Medtronic, Inc. Sec. Litig.*, where he is working with the Hawaii Attorney General's Office, *City of Westland Police and Fire v. MetLife Inc.*, and *Buelow v. Alibaba Group Holding Limited*. Prior to joining the firm, Mr. Williams was a prosecutor in the Manhattan District Attorney's Office where he tried more than 20 cases to verdict. Currently, Mr. Williams is a part of the team of attorneys litigating a case against Facebook for using facial recognition software in violation of a state privacy statute.

Mr. Williams earned his B.A. degree from The State University of New York at Albany and his J.D. degree from the University of Illinois. Mr. Williams is admitted to practice in the following jurisdictions: the State of California (2001); the State of New York (1996); the United States Courts of Appeals for the Third (2015) and Ninth (2001) Circuits; the Northern (2001), Eastern (2014) and Central (2007) Districts of California; the District of Colorado (2009); and the Southern (2004) and Eastern (2004) Districts of New York.

Matthew S. Melamed. Mr. Melamed is a partner in Robbins Geller's San Francisco office, where he focuses on complex securities litigation and whistleblower representation. Since joining the firm, he has been a member of litigation teams responsible for substantial investor recoveries, including *Jones v. Pfizer* (S.D.N.Y.), *In re St. Jude Medical, Inc. Sec. Litig.* (D. Minn.), and *Oklahoma Police Pension & Retirement System v. Sientra, Inc.* (Cal. Super. Ct., San Mateo Cty.). In *Pfizer*, Mr. Melamed was a member of the initial case team that drafted the complaint, which alleged that the company had deceived investors regarding its off-label marketing scheme related to the branded drugs Bextra, Geodon, Zyvox and Lyrica. He was also

part of the team that briefed, argued and defeated the company's motion to dismiss, successfully moved for class certification and engaged in discovery, including the review and analysis of some of the 30 million documents produced, and deposing a former manager. This experience has prepared Mr. Melamed to vigorously represent the City in litigation against the manufacturers and distributors of opioid pharmaceuticals. Mr. Melamed has also contributed to the firm's appellate work, including in *Mineworkers' Pension Scheme, British Coal Staff Superannuation v. First Solar, Inc.* (9th Cir.), and *China Development Industrial Bank v. Morgan Stanley & Co. Incorporated* (N.Y. App. Div.).

Mr. Melamed earned his B.A. degree from Wesleyan University and his J.D. degree from University of California, Hastings School of Law. Mr. Melamed is admitted to practice in the following jurisdictions: the State of California (2008); the United States Courts of Appeals for the Third (2010) and Tenth (2009) Circuits; and the Northern (2010) and Central (2012) Districts of California.

Dory P. Antullis. Ms. Antullis is an associate in Robbins Geller's Boca Raton office. Her practice focuses on complex class actions, including securities, corporate governance and consumer fraud litigation. Ms. Antullis' recent cases include *In re National Hockey League Players' Concussion Injury Litig.*, *In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, and *In re Ford Fusion and C-MAX Fuel Economy Litig.*, an action against Ford Motor Company for engaging in a deceptive marketing campaign regarding the fuel economy of its hybrid vehicles. As a result of her experience litigating cases involving deceptive marketing practices utilized by defendants in order to drive profits, Ms. Antullis will be able to provide insight regarding the deceptive conduct of the manufacturers and distributors of opioid pharmaceuticals.

Ms. Antullis earned her B.A. degree from Rice University and her J.D. degree from Columbia Law School. Ms. Antullis is admitted to practice in the following jurisdictions: the State of Florida (2004); the Middle (2018) and Southern (2018) Districts of Florida; and the Western District of Michigan (2018).

Carissa J. Dolan. Ms. Dolan is an associate in Robbins Geller's San Diego office. Her practice focuses on complex class actions, including securities and ERISA litigation. Ms. Dolan joined Robbins Geller after working as a summer associate with the firm in 2014. Prior to joining the firm, Ms. Dolan worked in securities regulation as a Director at the New York Stock Exchange. During her decade at the NYSE, she worked in the Enforcement, Market Surveillance and StockWatch departments, supervising and training analysts in surveillance, analysis and investigations in areas of insider trading, market manipulation and violations of federal securities laws and NYSE rules. Since joining Robbins Geller, Ms. Dolan has been part of the litigation team that achieved a substantial recovery in a fraud case brought against a drug manufacturer, *In re Intercept Pharmaceuticals, Inc. Secs. Litig.* ($55 million), and also recently brought a fraud action against another drug manufacturer, *Hirtenstein v. Cempra, Inc.* Ms. Dolan is also on the litigation teams which recently announced substantial recoveries on behalf of investors, *In re LendingClub Secs. Litig.* ($125 million), and *Luna v. Marvell Technology Group* ($72.5 million).

Ms. Dolan earned her B.A. degree from Binghamton University and her J.D. degree from Fordham University School of Law. Ms. Dolan is admitted to practice in the State of California

(2015) and the United States District Courts for the Northern (2015) and Southern (2016) Districts of California.

Lea M. Bays. Ms. Bays is Of Counsel in the firm's San Diego office. Ms. Bays will serve as E-Discovery Counsel to the City. Ms. Bays focuses on e-discovery issues, from preservation through production, and provides counsel to the firm's multi-disciplinary, e-discovery team consisting of attorneys, forensic analysts and database professionals. Ms. Bays is an active member of The Sedona Conference and is a frequent panelist at various e-discovery conferences, speaking on topics such as the 2015 Amendments to the Federal Rules of Civil Procedure, technology-assisted review and attorney competence in electronic discovery. Through her role as counsel to the e-discovery team, Ms. Bays is very familiar with the various stages of e-discovery, including identification of relevant electronically stored information, data culling, predictive coding protocols, privilege and responsiveness reviews, as well as having experience in post-production discovery through trial preparation. Through speaking at various events, she is also a leader in shaping the broader dialogue on e-discovery issues. Ms. Bays was recently part of the litigation team that earned the approval of a $131 million settlement in favor of plaintiffs in *Bennett v. Sprint Nextel Corp*. The settlement, which resolved claims arising from Sprint Corporation's ill-fated merger with Nextel Communications in 2005, represents a significant recovery for the plaintiff class, achieved after five years of tireless effort by the firm. As a result of Ms. Bays' experience, she would serve as invaluable resource as counsel regarding e-discovery issues such as client document collection, e-discovery protocols, search methodologies and discovery rules and case law.

Ms. Bays earned her B.A. degree from the University of California, Santa Cruz, and her J.D. degree from New York Law School. Ms. Bays is admitted to practice in the States of California and New York.

Christine N. Milliron. Ms. Milliron is Robbins Geller's Director of E-Discovery and Litigation Support. She has spent over 15 years at the firm and has overseen the e-discovery process in some of the firm's most complex cases. She was an early adopter of analytics, has spoken on best practices throughout the EDRM, holds multiple Relativity certifications, is a member of Women in eDiscovery and is on the Steering Committee for the San Diego Chapter of the Relativity User Group. Ms. Milliron's experience has given her the insight to provide litigation support and technical consulting to counsel on all phases of the e-discovery process.

Kirsten McCormack. Ms. McCormack is a paralegal in the firm's San Diego office. She has been with the firm for 13 years. Ms. McCormack has worked on several notable cases, including *Jones v. Pfizer* (S.D.N.Y.), *In re Forest Labs., Inc. Sec. Litig*. (S.D.N.Y.) and *In re Direct General Corp. Sec. Litig.* (M.D. Tenn.). Furthermore, Ms. McCormack's qualifications meet, and exceed, those required of a certified paralegal under the California Business and Professions Code: B.A. degree in Philosophy from San Diego State University; and an ABA-approved Paralegal Certificate from University of California, San Diego, Extension.

Lieff Cabraser Team Members

Elizabeth J. Cabraser. Ms. Cabraser is one of the most highly regarded and experienced complex litigation attorneys in the country. She has had an individual AV-rating for

over 20 years and has been repeatedly acknowledged as one of the country's most prominent mass tort lawyers with decades of experience in consumer protection and pharmaceutical litigation. She represents both governmental entities under the deceptive practice and consumer protection statutes of all states and personal injury victims under state tort laws. She has been repeatedly recognized by *The National Law Journal* as one of the 100 most influential lawyers in the United States. Ms. Cabraser brings a level of intellectual sophistication unparalleled in the legal community. Her legal acumen honed in an academic setting as a professor of complex litigation at both Columbia University Law School and Boalt Hall, University of California at Berkeley, is a product of both her day to day practical experience serving as lead counsel in MDLs and class actions across the country, her passion for the law and her compunction to advance justice on behalf of the community.

Ms. Cabraser has been in the leadership of many of the most significant cases of the past several decades, including, most recently, *BP*, *Takata* and *VW Clean Diesel*. Ms. Cabraser was recently appointed by MDL Judge Dan Aaron Polster to the Plaintiffs' Executive Committee of *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). In *VW "Clean Diesel*, after nine months of intensive negotiation and extraordinary coordination led on the class plaintiffs' side by Ms. Cabraser as sole lead counsel and chair of a 22-member Plaintiffs' Steering Committee, a set of interrelated 2.0-liter vehicle settlements totaling $14.7 billion were given final approval in 2016. In May 2017, a further settlement valued at $1.2 billion-$4.04 billion for 3.0-liter engine vehicles received final approval. "[T]he total cost of penalties, buybacks and fixes in North America [could exceed] $23 billion as Volkswagen tries to overcome the biggest scandal in modern automotive history." Kartikay Mehrotra, "VW Reaches $1.2 Billion Settlement Over Audi, Porsche Diesels," *Bloomberg News*, Feb. 1, 2017. Ms. Cabraser was also appointed to the Plaintiff's Steering Committee in the *Neurontin* litigation and was in the leadership in the *Breast Implants* litigation, in both cases of which, she worked opposite defense counsel Sheila Birnbaum to successfully resolve those cases.[2] These settlements, unprecedented for their scope and complexity, comprise one of the largest payments in American litigation and the largest known consumer class settlement.

Ms. Cabraser obtained her A.B. from the University of California, Berkley (1975), and her J.D. from the University of California, Berkley, School of Law (1978).

Ms. Cabraser is admitted to practice in the following jurisdictions: State of California (1978); the U.S. Supreme Court (1996); the U.S. Courts of Appeals for the First (2011), Second (2009), Third (1994), Fourth (2013), Fifth (1992), Sixth (1992), Seventh (2001), Ninth (1979), Tenth (1992) and Eleventh (1992) Circuits; the U.S. District Courts for the Districts of Hawaii (1986); the Central (1992), Eastern (1979), Northern (1978) and Southern (1992) Districts of California; the Eastern District of Michigan (2005); and the U.S. Tax Court (1979).

Richard M. Heimann. Mr. Heimann is nationally recognized as one of the foremost trial attorneys and skilled negotiators in the country. Beyond his list of $100 million plus verdicts and settlements, Mr. Heimann's experience is particularly notable in this context having served as lead trial counsel against McKesson Corporation in a case that settled weeks before

[2] Ms. Birnbaum was recently hired by Purdue Pharma PC as its lead counsel.

trial, and as lead counsel in Lieff Cabraser's landmark litigation against the tobacco industry. *Benchmark Litigation* named Mr. Heimann one of the "Top 100 Trial Lawyers in America" in 2017, and *California Lawyer* magazine has twice recognized him with its prestigious California "Lawyer of the Year" award. Mr. Heimann supervised the firm's landmark litigation against the tobacco industry on behalf of Massachusetts, California and several other states. Mr. Heimann has successfully tried over 50 civil jury cases, highlighted by the FPI/Agretech and Edsaco securities class action trials ($170.7 million), the Wells Fargo Bank overdraft fees consumer protection class action trial ($203 million) and the LCDs antitrust class action (settlements over $470 million). He continues to hold the tobacco industry accountable for its 50-year conspiracy of misrepresenting the dangers of smoking cigarettes, most recently representing individual smokers and families of loved ones who died as part of the Engle litigation in federal court in Florida. In the firm's high-profile litigation against Apple, Google and other tech giants for suppressing the wages of their technical, creative and other salaried employees, *In re HighTech Employee Antitrust Litig.*, Mr. Heimann was deeply involved in the fact discovery portion of the litigation, taking the depositions of many of the defendants' top executives, including Google's Eric Schmidt, Larry Page and Sergey Brin. In 2010, the *Daily Journal* selected Mr. Heimann as one of the "Top 100 Attorneys in California," commenting that he possessed "a level of doggedness that is making him a feared litigator," and in its 2015 inaugural review of the nation's top lawyers, Law360 named him one of its 50 "Trial Aces," the only awardee practicing at a firm that represents only plaintiffs.

Mr. Heimann obtained his B.S.B.A, with Honors, from the University of Florida, Gainesville, Florida (1969), and his J.D. from the Georgetown Law Center (1972).

Mr. Heimann is admitted to practice in the following jurisdictions: the states of California (1975), New York (2000) and Pennsylvania (1972), and the District of Columbia (1974); the U.S. Supreme Court (1980); the U.S. Courts of Appeals for the Second (2013), Ninth (1999), Eleventh (2015) and D.C. (1973) Circuits; the U.S. District Courts for the Central (2001), Northern (1975) and Southern (2005) Districts of California; the District of Hawaii (1985); and the District of Colorado (2006).

Steven E. Fineman. Mr. Fineman is Lieff Cabraser's Managing Partner and a senior member of the firm's Torts and Securities and Financial Fraud practice group. He has more than 25 years of experience in prosecuting complex civil litigation, including class and individual consumer protection, personal injury and mass torts actions, and securities fraud actions. Mr. Fineman represents institutional and classes of investors in securities and financial fraud cases; whistleblowers and public entities in False Claims Act matters; classes and groups of individuals in mass tort litigation; and classes of consumers in false marketing and deceptive business practice cases. Mr. Fineman has been recognized for his success as a litigator by *Best Lawyers in America* (2016 New York City Mass Tort Litigation/Class Actions, Plaintiffs' Lawyer of the Year); *Super Lawyers* (Securities Litigation); and *Benchmark Plaintiffs* (Litigation Star; National Practice, Mass Tort/Product Liability and Local Litigation Star; New York, Securities and Mass Torts). He previously served as the co-chair of the Securities Litigation Group of the American Association for Justice. Mr. Fineman is also a member of the bar of the District of Columbia.

Mr. Fineman obtained his B.A. from the University of California, San Diego (1985), and his J.D. from the University of California, Hastings College of the Law (1988).

Mr. Fineman is admitted to practice in the following jurisdictions: the State of California (1989); the U.S. District Court, Northern, Eastern and Central Districts of California and U.S. Court of Appeals, Ninth Circuit, (1995); the U.S. Court of Appeals, Fifth Circuit (1996); the U.S. District Courts for the Eastern and Southern Districts of New York; the U.S. District Court, District of Colorado (2006); the U.S. Court of Appeals, Second Circuit and U.S. Supreme Court (1997); and the U.S. District Court for the District of Columbia (1997).

Mark P. Chalos. Mr. Chalos is Managing Partner of the firm's Nashville office. He is a top litigator who handles complex civil cases in courts across the United States, including trying cases in federal and state courts. In addition to representing governmental entities in the opioids litigation, Mr. Chalos represents consumers in product defect cases, individuals who have suffered catastrophic personal injuries, families whose loved ones died because of the negligence or misconduct of others and whistleblowers and public entities in False Claims Act cases. Mr. Chalos serves on the Plaintiffs' Steering Committee on behalf of Tennessee patients killed or left permanently injured following epidural steroid injections administered from contaminated medication manufactured by the New England Compounding Center in 2012. He also serves as the Federal/State Litigation Liaison for the plaintiffs in the case. Mr. Chalos has been appointed to additional leadership roles in *In re Whirlpool Front Loading Washer Products Liability Litigation* (Co-Lead MDL Counsel); *In re Navistar Diesel Engine Product Liability Litigation* (Plaintiffs' Steering Committee and Co-Chair Plaintiffs Expert Committee); and *In re Ford Switch Fire Litigation* (Plaintiffs' Steering Committee). Mr. Chalos has co-authored a book published by Thomson Reuters/West, "Litigating International Torts in U.S. Courts," and is working on a forthcoming book, "Consumer Class Actions." Mr. Chalos is a frequent speaker nationally on complex civil litigation issues.

Mr. Chalos obtained his J.D. from Emory University School of Law (1998).

Mr. Chalos is admitted to practice in the following jurisdictions: the State of Tennessee (1998); the U.S. Court of Appeals, Sixth Circuit (1998); the U.S. Court of Appeals, Seventh Circuit (2012); the U.S. District Court, Middle District of Tennessee (2000); the U.S. District Court, Western District of Tennessee (2002); the U.S. District Court, Eastern District of Tennessee (2006); the U.S. District Court, Northern District of Florida (2006); the U.S. District Court, Northern District of California (2007); and the U.S. Supreme Court (2012).

Lexi J. Hazam. An emerging leader within the plaintiffs' bar, Lexi Hazam is co-chair of Lieff Cabraser's mass torts practice group, and is an expert in *qui tam* and complex class actions. She has been appointed by the court overseeing the nationwide Abilify gambling injuries MDL to the Plaintiffs' Executive Committee and the Science and Expert Sub-Committee for the case, and was also appointed by the court overseeing the nationwide *Benicar* MDL to the Plaintiffs' Steering Committee therein and serves as Co-Chair of the *Benicar* MDL Plaintiffs' Science and Experts Committee. Ms. Hazam has also spoken at several conferences on Benicar injuries and Benicar lawsuits. A settlement valued at $300 million in the case was announced in August 2017. Ms. Hazam's *qui tam* cases include the *Office Depot* litigation, a lawsuit alleging that Office Depot knowingly overcharged California cities, counties and school districts on office and

school supplies purchased under U.S. Communities contracts, that settled in 2015 for $68.5 million. She has also worked on several additional *qui tam* cases alleging Medicare fraud. In 2016, she was elected as Chair Elect of the American Association for Justice's Section on Toxic, Environmental and Pharmaceutical Torts (STEP), having previously served in 2015 as Vice-Chair of the section. Ms. Hazam was also selected in 2016 as Co-Secretary of the *Qui Tam* Litigation Group.

Ms. Hazam obtained her B.A. (1995) and M.A. (1996) from Stanford University and her J.D. from the University of California, Berkeley, School of Law (2001).

Ms. Hazam is admitted to practice in the following jurisdictions: the State of California (2003); the U.S. Court of Appeals for the Second Circuit (2008); the U.S. Court of Appeals for the Seventh Circuit (2006); the U.S. Court of Appeals for the Eighth Circuit (2008); the U.S. District Court, Northern District of California (2003); the U.S. District Court, Southern District of California (2013); and the U.S. District Court, Western District of Michigan (2017).

Paulina do Amaral. Ms. do Amaral has been litigating pharmaceutical cases for over 19 years and is currently the primary Lieff Cabraser attorney handling the Talc consumer protection litigation against Johnson & Johnson on behalf of the Mississippi Attorney General. Ms. do Amaral carefully crafted the *Talc* complaint and successfully avoided removal of the action to federal court. She has also successfully beaten back three motions to dismiss from which interlocutory appeals were taken. Over the course of her career, Ms. do Amaral has represented thousands of individual plaintiffs in complex multidistrict pharmaceutical and environmental litigation, most of which raised issues of off-label marketing. She was on the trial team for one of two bellwether *Yaz* cases when the entire litigation settled within weeks of trial, and served on the Discovery and Science Committees in the *Yaz* MDL. Ms. do Amaral also gained significant experience litigating on behalf of cities and counties across the country as part of the Gun Litigation.

Ms. do Amaral obtained her B.A. from the University of Rochester (1988), and her J.D. from the University of California, Hastings College of Law (1996).

Ms. do Amaral is admitted to practice in the following jurisdictions: the states of California (1998) and New York (1997); the U.S. Supreme Court (2014); the U.S. Court of Appeals for the Ninth Circuit (1999); and the U.S. District Courts for the Eastern (2007) and Western (2004) Districts of Michigan; and the Southern District of New York (2004).

Bruce W. Leppla. Mr. Leppla brings a unique set of skills to the firm's financial fraud practice. A lawyer for over 30 years, he has also enjoyed distinguished careers in the fields of finance, real estate and technology. From 1983 to 1998, Bruce served as the CEO and President of Redwood Bank, a San Francisco-based commercial bank, which grew into one of California's most successful regional banks and sold in 1998 at a substantial premium to a national bank. From 1993 to 1998, Bruce served as a Director of the California Bankers Association. During that period, he also served as a Guest Lecturer on real estate finance and law at U.C. Berkeley's Haas School of Business.

Mr. Leppla's current responsibilities include securities case evaluation and analysis, legal and financial, as well as directing the firm's institutional investor and client outreach. Mr. Leppla was part of the litigation team on the *McKesson*, *America Online*, *Broadcom*, *Qwest* and *Brooks Automation* cases, with varying responsibilities that included case initiation, complaint preparation, and preparing or deposing expert witnesses on accounting and finance issues.

Mr. Leppla obtained his B.A. from Yale University and graduated *magna cum laude*. He obtained his J.D. from the University of California, Berkeley, School of Law and his M.S., Law and Economics, Quantitative Economics from the University of California at Berkeley.

Mr. Leppla is admitted to practice in the following jurisdictions: the states of California (1976), New York (1978) and Colorado (2006); the U.S. Court of Appeals for the Ninth Circuit (1976); the U.S. District Court for the Central District of California (1976); the U.S. District Court for the Eastern District of California (1976); the U.S. District Court for the Northern District of California (1976); and the U.S. District Court for the Southern District of New York (2015).

Kenneth S. Byrd. Mr. Byrd is an experienced trial attorney at Lieff Cabraser, obtaining several large jury trial verdicts against Big Tobacco over the past several years. His trial verdicts directly led to a rare mass settlement with Big Tobacco in a settlement resolving more than 400 cases and totaling $100 million for injured smokers and their families. He received the Tennessee Association for Justice's 2015 Paladin Award for his successful litigation against cigarette manufacturers R.J. Reynolds Tobacco Company, Philip Morris USA Inc. and Lorillard Tobacco Company in Florida federal courts. The Paladin Award is TAJ's highest honor and is given to the state's top trial lawyer of the year. Mr. Byrd represents Lieff Cabraser clients in mass tort cases, defective product cases and consumer fraud litigation. He also has represented the interests of the United States government in *qui tam* actions against the pharmaceutical industry in cases involving the off-label promotion of prescription drugs. Mr. Byrd is currently helping Lieff Cabraser's team of lawyers overseeing the nationwide Abilify gambling injuries MDL in federal court in Florida.

Mr. Byrd obtained his B.S. from Samford University (*cum laude*, 1995) and his J.D. from Boston College Law School (*cum laude*, 2004).

Mr. Byrd is admitted to practice in the following jurisdictions: the State of Tennessee (2004); the U.S. District Court of Appeals, 6th Circuit (2009); the U.S. District Court, Western District of Tennessee (2007); the U.S. District Court, Eastern District of Tennessee (2006); and the U.S. District Court, Middle District of Tennessee (2005).

John Spragens. Mr. Spragens has represented plaintiffs in whistleblower, consumer protection, mass tort and antitrust litigation. A member of the firm's defective products and personal injury practice groups, he has represented families of deceased smokers in trials in Florida federal court against the tobacco companies for their 50-year conspiracy of misrepresenting the dangers of smoking cigarettes and for intentionally engineering the design of cigarettes to make them more addictive. In 2014, he participated in a tobacco industry trial in which a jury awarded his gravely injured client $27 million in compensatory and punitive

damages. He was named to the *National Trial Lawyers* "Top 100" Tennessee and a *Mid-South Super Lawyers* "Rising Star" in 2016 and 2017. He previously served as communications director to U.S. Congressman Jim Cooper; law clerk to the Hon. Kevin H. Sharp, Former Chief Judge of the United States District Court for the Middle District of Tennessee; and a healthcare fraud attorney at Bass, Berry & Sims PLC. He is active in the Nashville community, where he serves on the Nashville Bar Foundation Leadership Forum Steering Committee.

Mr. Spragens obtained his J.D. from Vanderbilt University Law School, Nashville, Tennessee (2012).

Mr. Spragens is admitted to practice in the following jurisdictions: the State of Tennessee (2012); the U.S. District Court, Middle District of Tennessee (2014); the U.S. District Court, Northern District of Ohio (2015); the U.S. District Court, Northern District of Illinois (2015); and the U.S. District Court, Eastern District of Texas (2016).

Kelly McNabb. Ms. McNabb is an experienced lawyer specializing in personal injury, mass tort litigation and False Claims Act litigation. She has been involved with the *Benicar* MDL, including assisting in the *Daubert* briefing, which recently led to an aggregate settlement in the amount of $300 million. Since 2015, Ms. McNabb has played an integral role in a declined *qui tam* lawsuit involving the off-label promotion of several pharmaceutical products, which resulted in a confidential settlement earlier this year. Recently, Ms. McNabb played a vital role in the *Abilify* MDL to develop expert reports, defend and take expert depositions and prepare experts to testify at the Daubert hearing. Prior to joining Lieff Cabraser, Ms. McNabb worked closely with the firm in a joint effort to prosecute claims involving premature infant injuries and death allegedly caused by a product used to thicken baby formula. Because of her role in the litigation, Ms. McNabb received the Minnesota "Attorney of the Year" award as a member of her former firm's litigation team.

Ms. McNabb obtained her J.D. from the University of Minnesota Law School (*cum laude*, 2012).

Ms. McNabb is admitted to practice in the following jurisdictions: the states of Minnesota (2012) and New York (2015); and the U.S. District Court, District of Minnesota (2012).

Abby Wolf. Ms. Wolf most recently has been engaged to work on both the Opioid litigation and the Northern and Southern California Fires cases. Last year, Ms. Wolf clerked in the Southern District of West Virginia for the Honorable Joseph R. Goodwin. As a graduate of UC Berkeley and UC Davis School of Law, and lifelong resident of Northern California, she is particularly gratified to be engaged in work that so directly serves her community.

Ms. Wolfe obtained her B.A. from the University of California, Berkeley (2011) and her J.D. from the University of California, Davis, School of Law (2016).

Ms. Wolfe is admitted to practice in the following jurisdictions: the State of California (2016); and the U.S. Court of Appeals, 4th Circuit (2017).

2. Provide information concerning the qualifications of any consultants that your Company intends to associate and how they will help obtain the desired outcomes. Include their ability, capacity, skill and number of years of experience in providing the necessary services.

The Team has retained L.R. Hodges and Associates, Ltd. ("LRH&A"), an investigative firm that has performed extensive services in connection with our investigation of opioid-related litigation for other states and municipalities, and will likely work on this case in the event the Team is retained by the City. LRH&A is a nationally recognized private investigations and consulting firm specializing in complex civil litigation. It has served as principal investigator in thousands of federal and state fraud actions, including consumer, securities, antitrust and False Claims Act cases, and including, specifically, fraudulent pharmaceutical marketing cases such as *Pfizer – Bextra* ($400 million settlement) and *Pfizer/Pharmacia – Celebrex* ($164 million), and other fraud cases against pharmaceutical and healthcare companies, including *UnitedHealth* ($925 million), *Healthsouth* ($445 million), *Cardinal Health* ($600 million), *Wyeth Labs* ($67.5 million), *Psychiatric Solutions* ($65 million) and *St. Jude Medical* ($50 million), each of which was brought by Robbins Geller. In total, LRH&A has investigated more than 160 pharmaceutical and healthcare-related cases.

In addition, the Team has retained Dr. Andrew Kolodny as a consulting expert to assist with the investigation, as well as Dr. Anna Lembke. Dr. Kolodny is the executive director of Physicians for Responsible Opioid Prescribing, the Chief Medical Officer of Phoenix House Foundation, a nonprofit addiction treatment agency and a senior scientist at Brandeis University's Heller School for Social Policy and Management. Dr. Lembke received her undergraduate degree in Humanities from Yale University and her medical degree from Stanford University. She is on the faculty of the Stanford University School of Medicine, has published more than 50 peer-reviewed articles, including in the *New England Journal of Medicine* and the *Journal of the American Medical Association*, and is author of the book on the prescription drug epidemic, "Drug Dealer, MD: How Doctors Were Duped, Patients Got Hooked, and Why It's So Hard to Stop."

3. Is your Company, or any Company you intend to associate for possible litigation against manufacturers and distributors of prescription opioids, or any consulting Company that your Company intends to employ for possible litigation against manufacturers, distributors and/or prescribers of prescription opioids, a Small Business, a Minority and Women Business or a Veteran Owned Business?

Lieff Cabraser is proud to be recognized and included in the Office of the New York State Comptroller's fiscal 2017 annual report on certified Minority- and Women-Owned Business Enterprise ("MWBE") financial and professional service providers to the New York State Common Retirement Fund. Several of Lieff Cabraser's women attorneys serve in leadership roles at the firm, including Ms. Cabraser, who, in addition to her role as a senior member of the firm's Securities and Financial Fraud practice group, is the Chair of the firm's Torts practice group and is a member of the firm's Executive Committee. In addition, Kelly M. Dermody is the Chair of the firm's Employment practice group and also sits on the firm's

Executive Committee. Wendy R. Fleishman, Ms. do Amaral and Sarah London are key partners in the firm's Torts practice group. Lexi J. Hazam is Vice-Chair of the firm's Tort Practice and a key member of the firm's False Claims Act Practice. In addition, one-third of Lieff Cabraser is owned by women partners. In total, of the 212 employees/members at Lieff Cabraser, 110 are women and 77 are minorities.

Additionally, Robbins Geller and Lieff Cabraser consistently make an effort to support minority-, women- or veteran-owned businesses in its business sub-contracting. LRH&A, referenced above, is a certified woman-owned small business enterprise in San Diego. Our Team will endeavor to partner with and/or sub-contract with, and otherwise support such businesses in Las Vegas as needed in connection with this litigation.

As a large national law firm, Robbins Geller embraces equal opportunity and diversity as a chief component of the firm's hiring policy. Recognizing that excellence and diversity go hand in hand, Robbins Geller is committed to hiring, retaining and promoting a diverse group of attorneys and staff. Robbins Geller is significantly more diverse than the legal industry average: 41% of the firm's attorneys are females or minorities. The proposed team members identified above, who will be assigned to this litigation, reflect that diversity.

D. Possible Litigation Approach and Process

1. Describe what information your Company needs from the City to determine if litigation should be initiated against manufacturers, distributors and/or prescribers of prescription opioids. How do you propose to acquire this information?

Each governmental entity affected by defendants' acts has suffered in a unique way. Although we expect that the damages analysis in this case will be largely dependent on expert review, the Team has already put together a preliminary model for the types of information that will be relevant. Ascertaining the following information from the City would be helpful: Has the City paid for prescription opioids in any capacity (*e.g.*, through self-insurance programs or otherwise paying for health care and other necessary services and programs on behalf of indigents and otherwise eligible residents)? Has the City had to divert funds from normal city business to mitigate the impact of the opioid crisis? Has the City paid more in government contracts for commercial products (*e.g.*, Naloxone/Narcan) and services as a result of the opioid epidemic? Has the City experienced a quantifiable loss of revenue from potentially impacted businesses, like the tourism/convention industry, hotel taxes and fees, parking and sales taxes? Put another way, has the City suffered any direct injury to its economy or revenue beyond increased expenditures in municipal services? Has the presence of sober homes, treatment centers or the opioid epidemic in general reduced property value in the City such that the City has lost tax revenue? Has the City had to pay additional employee salaries or suffered other employment related costs as a result of being unable to find enough qualified, non-addicted employees to fill positions? Does the City own any real property that has been impacted? Does the City participate in local, state and/or City-wide treatment initiatives? Does the City provide any funds for services that are offered directly and indirectly through community partners to help people affected by the opioid epidemic, such as addiction treatment and rehabilitation, mental health counseling, primary health clinics, homeless services, distribution of Naloxone/Narcan

and training for its use and/or other outreach and education? Does the City contribute funds, services or personnel to the adult or juvenile corrections facilities in the City and/or does City law enforcement use those facilities? Does the City contribute to community corrections programs to supervise probationers and parolees who have committed opioid related crimes as well as former criminals suffering from opioid addiction? Does the City pay for autopsies, such that it has had to pay the extra costs associated with overdose deaths and related toxicology reports? Does opioid addiction, in any way, make helping people in need or providing other public services in the City more difficult and costly? For instance, does the City provide Narcan and training on how to use it to employees at public schools or libraries? How much more does the City estimate it may need to spend in the above categories to pay for the future costs of abating the opioid epidemic?

Beyond the information and data above, we would seek to meet with public health officers, police and safety officers and representatives of other City offices to develop any contributions they may have. If selected, the Team would seek information from the City to help determine the extent of its damages, including, but not limited to, the above issues. Preliminary information in these areas from the City will be helpful in assessing issues of standing and damages; however, ultimately, damages will be determined at trial after fact discovery and as a result of complex expert analysis.

2. Identify potential issues/challenges your Company foresees in completing litigation against manufacturers, distributors and/or prescribers of prescription opioids, including collecting judgments, if selected as Special Counsel.

This litigation will be complex and challenging. It will be hard-fought by essentially an entire industry with vast resources. If the defendants choose to not resolve the actions early, the litigation will be costly and protracted. Defendants have previewed their procedural and substantive defenses in other cases, and we are already developing responses. As detailed above, our Team specializes in complex cases such as this, representing our clients against the highest-paid defense attorneys in the country over the long haul, and prevailing. We have the resources to finance the litigation for as long as it takes. Moreover, the position of Paul Geller and Elizabeth Cabraser on the Plaintiffs' Executive Committee and Settlement Committee in the Opioid MDL is a recognition by other firms of the talent and expertise our Team brings to the litigation.

3. Provide an estimate of the economic impact that prescription opioids have had on the City and its residents.

Nevada ranks second in the country for the non-medical use of hydrocodone and oxycodone. Per capita sales of oxycodone have increased 366% in the last ten years, while sales of hydrocodone have increased 233%. According to the Centers for Disease Control and Prevention's ("CDC") report entitled *Prescription Painkiller Overdoses in the US*, Nevada has some of the highest rates of prescription painkillers sold and drug overdose deaths per capita. Per units prescribed per 100,000 patients, Nevada ranks second highest for hydrocodone (Vicodin and Lortab), second highest for oxycodone (Percodan and Percocet), fourth highest for

methadone and seventh highest for codeine. In 2013, almost 20% of high schoolers in Nevada said they used prescription drugs without a prescription.

This heavy influx of prescription opioids has taken its toll on Nevada residents. A 2015 study ranked Nevada as the fourth highest state for drug overdose deaths. According to the CDC, Nevada lost 665 lives to drug overdose deaths in 2016, more than half of which were caused by natural or semi-synthetic opioids – prescription narcotics such as codeine, morphine, hydrocodone or oxycodone. Many more people find themselves addicted, in need of treatment and medical services. In 2013, there was an age-adjusted rate of 5.5 per 1,000 emergency department visits among Nevada residents that were a result of heroin/opioid dependence, abuse or poisoning emergencies. From 2009 to 2013, there were 18,543 emergency department visits. According to the USDA, there has been a 30% increase in hospitalizations for opioid overdoses in Nevada, and hospitalizations where medical personnel indicate the patient is abusing opioids or dependent on the drugs are veering upward; there were 3,899 such inpatient cases in 2010 and 8,210 in 2016.

As the most populous city in Nevada, the 28th most populous city in the country and the seat of Clark County – where the mortality rate from opioid overdoses was almost 70% higher than the national average – Las Vegas has surely felt the brunt of Nevada's opioid epidemic. In the last ten years, per capita sales of Oxycodone in Las Vegas have gone up a shocking 366%, and the drug has been linked to more than 23% of all drug overdose death cases. Hydrocodone sales increased by up to 23%. In 2016, 77.5 opioid prescriptions were prescribed in Clark County for every 100 residents, and heroin-associated overdoses more than doubled from 2005 to 2015 in the county.

Although the Las Vegas-specific economic impact is dependent on answers to many of the questions listed above in §D.1., as well as expert analysis, given the sizeable human toll, the economic impact of the opioid epidemic in Las Vegas is undoubtedly considerable. The national economic impact of opioid addiction and overdose is conservatively estimated at $55 billion annually in healthcare and societal costs and $20 billion in emergency department and inpatient care for opioid poisonings. At over $55 billion per year for the preceding decade, the practical impact is almost beyond comprehension. Based on our representation of other political subdivisions, cities and counties throughout the country have been injured in numerous ways, including: increased healthcare expenditures, law enforcement and judicial expenditures; increased prison and public works expenditures; increased substance abuse treatment and diversion plan expenditures; increased emergency and medical care services and autopsies; the costs of processing and paying for fraudulent prescriptions; and lost economic opportunity.

E. Conflicts of Interest

1. Each Company shall identify any conflicts of interest that may arise if the Company is retained by the City to serve as Special Counsel and shall describe in its Response how it proposes to deal with such conflicts. Conflicts may arise not only from attorneys named in any contract between the City and Special Counsel to serve as Special Counsel as contemplated under this RSOQ but also from representation of parties involved in other transactions or other matters involving the City or some other party by any other member of the Company, regardless of whether that attorney is in the same office or a different office of the Company.

Robbins Geller and Lieff Cabraser have no current conflicts of interest and do not anticipate any such conflicts arising if retained to serve as Special Counsel to the City.

2. The Company shall describe in detail its existing system for identifying conflicts of interest in undertaking new representations. The Company must include information about who maintains the records, how often the information is updated and at what stage of representation the check is made. The Company shall provide a copy of its written conflicts policy or explain in detail why there is no written policy.

Robbins Geller employs a conflict check database, which is continually updated when any new representation is obtained and an action is initiated or investigated by the firm. More specifically, the firm maintains a computerized database identifying firm clients, as well as those persons and entities who the firm is suing on behalf of our clients. Before any new matter is undertaken (or parties are added to an existing case), a conflict search is completed in order to avoid aligning against a client or representing someone who the firm has sued on behalf of another client. This conflict check occurs before filing an action, and is performed once a matter is under the firm's consideration.

Lieff Cabraser takes all steps necessary to ensure that its conduct comports with the highest standards of professional responsibility. The firm's Office Manual contains written conduct, ethics and conflict of interest policies and is provided to each employee at the start of their employment. Each employee is required to acknowledge receipt of the Office Manual at the time of employment, and reminder emails addressing various aspects of the Office Manual are periodically sent to staff.

As described in our conflict of interest policies, firm attorneys circulate a conflict check to attorneys and other professionals prior to entering into a contract for provision of services, including prior to filing any complaint on behalf of a client. The attorneys and professionals are required to review the conflict check and respond with any actual, potential or perceived conflicts. In addition, records of all parties involved in firm matters are stored in confidential, proprietary, relational databases and are searched by the Conflicts Administrator, who generates

a report with any matches for review by the supervising attorney. Our databases are updated with party information on a rolling basis – every time a conflict check is circulated.

If a conflict of interest arises, our team would notify the City immediately and undertake immediate action to eliminate the source of the potential conflict. Our firms' Executive Committees would review and assess the conflict together with the firms' General Counsel. Our Team also has relationships with ethics professors, with whom it can consult as needed.

Copies of the Team's written conflicts policies are attached as **Exhibits 2 & 3**.

3. If the City retains the Company, then prior to entering into any contract, the Company shall provide assurances that potential conflicts have been discussed with other existing clients of the Company who might be requested to engage other counsel for a specific transaction, and that those existing clients are amenable to such an inconvenience.

The Team will provide such assurances prior to entering into any contract with the City.

F. Evidence of Professional Liability Insurance

1. The Company shall describe its current professional liability insurance policies.

Robbins Geller carries a Lawyers' Professional Liability Insurance Policy in excess of $50 million with Ironshore Specialty Insurance Co. as the lead carrier, which applies to the firm as a whole. This policy provides coverage for liability, professional errors and omissions, as well as for malpractice.

Lieff Cabraser carries a Lawyers' Professional Liability Insurance Policy in excess of $15 million with Huntersure, LLC as the lead carrier, which applies to the firm as a whole. This is a standard policy that provides coverage for liability and professional errors and omissions, as well as for malpractice.

2. The Company shall state whether it is willing to maintain in full force and effect during the term of any contract to serve as Special Counsel for the City professional liability insurance in combined single limit and in an aggregate amount of not less than $10 million. In order to satisfy this requirement, the Company must: (a) include a statement in its Response affirmatively responding to this requirement; and (b) include in its Response either: (1) a certificate of insurance or letter from its insurer demonstrating that the Company meets this professional liability insurance requirement, or (2) a commitment letter or other evidence, satisfactory to the City, that the Company will have such coverage as of the date that any contract to serve as Special Counsel shall commence.

Both Robbins Geller and Lieff Cabraser will maintain in full force and effect, during any term of contract to serve as Special Counsel for the City, professional liability insurance in an aggregate amount of not less than $10 million.

Robbins Geller's Verification of Insurance is attached as **Exhibit 4**.

Lieff Cabraser's Confirmation of Lawyers' Professional Liability Coverage is attached as **Exhibit 5**.



Paul J. Geller

Partner

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"Paul's dedication and passion in protecting the rights of his clients is truly inspiring."

– Robert Bertisch, Executive Director, Legal Aid Society of Palm Beach County

Practice Areas

Consumer Fraud

Securities Fraud

Shareholder Derivative

Education

Emory University School of Law, J.D., 1993, with Highest Distinction

- Editor, *Emory Law Journal*
- *Order of the Coif* Legal Honor Society
- Awarded multiple American Jurisprudence Book Awards for earning the highest grade in the school in a dozen courses

University of Florida, B.S., 1990, Psychology

- Member, University Honors Program

Admissions

Florida

United States Supreme Court

United States Courts of Appeals: Fifth and Eleventh Circuits

United States District Courts: Northern, Middle and Southern Districts of Florida; District of Colorado; Eastern District of Michigan

Paul Geller, Managing Partner of Robbins Geller Rudman & Dowd LLP's Boca Raton, Florida office, is a Founding Partner of the Firm, a member of its Executive and Management Committees and head of the Firm's Consumer Practice Group. Geller's 25 years of litigation experience is broad, and he has handled cases in each of the Firm's practice areas. Notably, before devoting his practice to the representation of consumers and investors, he defended companies in high-stakes class action litigation, providing him an invaluable perspective. Geller has tried bench and jury trials on both the plaintiffs' and defendants' sides, and has argued before numerous state, federal and appellate courts throughout the country.

Geller was recently selected to serve in a leadership position on behalf of governmental entities and other plaintiffs in the sprawling litigation concerning the nationwide prescription opioid epidemic. In reporting on the selection of the lawyers to lead the case, *The National Law Journal* reported that "[t]he team reads like a 'Who's Who' in mass torts." Geller was also part of the leadership team representing consumers in the massive Volkswagen "Clean Diesel" Emissions case. The San Francisco legal newspaper *The Recorder* labeled the group that was appointed in that case, which settled for more than $17 billion, a "class action dream team."

Geller is also currently serving as Co-Lead Counsel in *In re EpiPen* (*Epinephrine Injection, USP*) *Mktg., Sales Practices & Antitrust Litig.*, a nationwide class action that alleges that pharmaceutical company Mylan N.V. and others engaged in anticompetitive and unfair business conduct in its sale and marketing of the EpiPen Auto-Injector device.

Some of Geller's other noteworthy successes include a $265 million recovery against Massey Energy in *In re Massey Energy Co. Sec. Litig.*, in which Massey was found accountable for a tragic explosion at the Upper Big Branch mine in Raleigh County, West Virginia. Geller also secured a $146.25 million recovery against Duke Energy in *Nieman v. Duke Energy Corp.*, the largest recovery in North Carolina for a case involving securities fraud, and one of the five largest recoveries in the Fourth Circuit.

Additionally, Geller was lead counsel in *Kehoe v. Fidelity Fed. Bank & Trust*, one of the country's first cases alleging a class-wide privacy violation, settling the case for a $50 million recovery in addition to enhanced privacy protections. More recently, he was one of the lead counsel in the Sony Gaming Networks Data Breach litigation, which resulted in significant monetary recovery and other benefits to class members.

Geller is on the Advisory Board of The Institute for Complex Litigation and Mass Claims at Emory University School of Law ("Emory Institute"), and frequently lectures on MDL and class action issues at judicial seminars, bar conferences, and academic programs. Recent presentations include The Duke Law Center for Judicial Studies' Class Action Settlement Conference ("*Compensation of Objectors*," San Diego, CA; Oct. 2016), and the Emory Institute's Complex Settlements Conference co-sponsored by the Federal Judicial Center and the JPML ("*Fairness Determinations: Pitfalls and Challenges in Class Settlement*," Atlanta, GA; Dec. 2016).

Geller has been rated AV by Martindale-Hubbell (the highest rating available), twice named one of the nation's top "40 Under 40" by *The National Law Journal*, and has been named one of "Florida's Top Lawyers" by *Law & Politics* and *South Florida Business Journal*. He has also been named a Leading Lawyer in America by *Lawdragon*, a Plaintiffs' Lawyer Trailblazer by *The National Law Journal*, one of Florida's "Legal Elite" by *Florida Trend* magazine and one of "Florida's Most Effective Lawyers" by American Law Media's *Daily Business Review*. Additionally, *Best Lawyers*® named Geller a Best Lawyer in America in the area of "Mass Tort Litigation/Class Actions – Plaintiffs," and he was additionally chosen as Lawyer of the Year in that same category.

Geller earned his Bachelor of Science degree in Psychology from the University of Florida, where he was a member of the University Honors Program. He earned his Juris Doctor degree from Emory University School of Law, with Highest Distinction, where he was the editor of the *Emory Law Journal*, a member of the *Order of the Coif* Legal Honor Society and was awarded multiple American Jurisprudence Book Awards for earning the highest grade in the school in a dozen courses.

Paul J. Geller

Partner

Featured Seminars & Speaking Engagements

- ValueEdge Advisors' 2017 Public Funds Forum: "*The Opioid Epidemic*," San Diego, California; September 6, 2017
- ValueEdge Advisors' 2017 Public Funds Forum: "*Keynote Address*," Q&A Presentation with President Bill Clinton; San Diego, California; September 5, 2017
- Emory Law Institute for Complex Litigation and Mass Claims, Complex Settlements Conference co-sponsored by the Federal Judicial Center and the JPML: "*Fairness Determinations: Pitfalls and Challenges in Class Settlement*," Atlanta, Georgia; December 14, 2016
- The Duke Law Center for Judicial Studies, Class Action Settlement Conference: "*Compensation of Objectors*," San Diego, California; October 6-7, 2016
- ValueEdge Advisors' 2016 Public Funds Forum: "*The Volkswagen Emissions Scandal: A Look Under the Hood of Dieselgate*," Deer Valley, Utah; September 2, 2016
- LSI's Automobile Class Actions with Global Ramifications: "*Volkswagen Emissions Scandal: So What Kind of Case is This Anyway?*," New Orleans, Louisiana; December 2, 2015
- ValueEdge Advisors' 2015 Public Funds Forum: "*Playing to Win: Lessons on Teamwork and Leadership*," Presentation with Shaquille O'Neal; Laguna Beach, California; September 9, 2015
- Institute for Law & Economic Policy's 19th Annual Symposium: "*Multi-Jurisdiction Litigation – State, Federal & Foreign*," Co-Panelist with Judges Shira Scheindlin and Leo Strine, Jr.; Naples, Florida; April 12, 2013

Individual & Firm Honors & Awards

- Rated AV by Martindale-Hubbell
- Fellow, Litigation Counsel of America (LCA) Proven Trial Lawyers
- Plaintiffs' Lawyer Trailblazer, *The National Law Journal*, 2018
- Lawyer of the Year, *Best Lawyers*®, 2018
- Best Lawyer in America, *Best Lawyers*®, 2017-2018
- Leading Lawyer in America, *Lawdragon*, 2006-2007, 2009-2018
- Attorney of the Month, *Attorney At Law*, 2017
- Featured in "Lawyer Limelight" series, *Lawdragon*, 2017
- Selected as one of Florida's top lawyers in Class Action & Mass Torts by *Super Lawyers*, 2007-2017
- Recommended Lawyer, *The Legal 500*, 2016
- Selected as a Top Rated Lawyer, South Florida's Legal Leaders, *Miami Herald*, 2015
- Litigation Star, *Benchmark Litigation*, 2013
- Featured as one of Florida's "Legal Elite" in *Florida Trend* magazine, 2003, 2006
- Named one of "Florida's Most Effective Lawyers" in the Class Action category by American Law Media, 2006
- Featured as one of Florida's top lawyers in *South Florida Business Journal*, 2006
- Selected as one of the nation's top "40 Under 40" by *The National Law Journal*, 2002, 2005
- Top Plaintiff Firm, *Benchmark Litigation*, 2010-2018
- Tier 1 Firm, "Best Law Firms," *U.S. News – Best Lawyers*®, 2013-2018
- Band 1 Law Firm, *Chambers USA*, 2010-2017
- Top-Tier Plaintiffs' Firm, *The Legal 500*, 2010-2017
- Practice Group of the Year, *Law360*, 2015-2017
- Selected as the Securities winner, Elite Trial Lawyers, *The National Law Journal*, 2016
- Elite Trial Lawyers, *The National Law Journal*, 2014-2016
- Most Feared Litigation Firms, *BTI Consulting*, 2014-2015
- Most Feared Plaintiffs' Firm, *Law360*, 2013-2015
- Plaintiffs' Hot List, *The National Law Journal*, 2004-2009, 2011, 2013-2014

Featured Articles & Case News

- Carlos Harrison, *Where Pit Bulls Fear to Tread: Anywhere Near Attorney Paul Geller*, Florida Super Lawyers Mag. (June 2009), http://www.superlawyers.com/florida/article/Where-Pit-Bulls-Fear-to-Tread/df6258d4-73ab-4c28-8479-d02d07162180.html
- David Wilkening, *Paul Geller: Ultimate Fighter*, Boca Life Mag., Jan. 2007, at 50-51
- Jim McCormick & Maryann Karinch, *Business Lessons from the Edge: Learn How Extreme Athletes Use Intelligent Risk Taking to Succeed in Business* 189-192 (McGraw-Hill 1st ed. 2009)
- *HSBC Faces $2.46 Billion Judgment in Securities Fraud Case*, The New York Times (Oct. 17, 2013), http://www.nytimes.com/2013/10/18/business/hsbc-is-fined-2-46-billion-in-securities-fraud-case.html
- Ed Silverman, *Pfizer to Pay $400M to Settle Shareholder Suit Over Off-Label Marketing*, The Wall Street Journal (Jan. 27, 2015), http://blogs.wsj.com/pharmalot/2015/01/27/pfizer-to-pay-400m-to-settle-shareholder-suit-over-off-label-marketing/
- Institutional Shareholder Services Top 50 Report, May 2015 (ranking Robbins Geller #1 in both the total amount and number of class action recoveries for 2014)
- C.N.V. Krishnan, et al., *Who are the Top Law Firms? Assessing the Value of Plaintiffs' Law Firms in Merger Litigation*, Am. L. & Econ. Rev. (Fall 2015) (objectively ranking Robbins Geller as the top law firm out of 336 firms that settled M&A cases in Delaware between 2003 and 2012)



Patrick J. Coughlin

Of Counsel

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Practice Areas

Securities Fraud

Antitrust

Education

Golden Gate University School of Law, J.D., 1983

Santa Clara University, B.S., 1977

Admissions

California

New York

District of Columbia

United States Supreme Court

United States Courts of Appeals for the Second, Fifth, Sixth, Seventh, Ninth, Eleventh and District of Columbia Circuits

United States District Courts for the Northern, Eastern, Central and Southern Districts of California

United States District Courts for the Southern and Eastern Districts of New York

United States District Court for the District of Columbia

United States District Court for the Northern District of Illinois

Patrick Coughlin is Of Counsel to Robbins Geller Rudman & Dowd LLP and is based in the San Diego office. He has been lead counsel for several major securities matters, including one of the earliest and largest class action securities cases to go to trial, *In re Apple Computer Sec. Litig.*, No. C-84-20148 (N.D. Cal.). Coughlin was recently one of the lead attorneys who secured a historic recovery on behalf of Trump University students in two class actions against President Donald J. Trump. The settlement provides $25 million to approximately 7,000 consumers. This result means individual class members will be eligible for upwards of $35,000 in restitution. He represented the class on a *pro bono* basis.

Additional prominent securities class actions prosecuted by Coughlin include the *Enron* litigation, in which $7.2 billion was recovered; the *Qwest* litigation, in which a $445 million recovery was obtained; and the *HealthSouth* litigation, in which a $671 million recovery was obtained.

In addition to the numerous securities cases, Coughlin has handled a number of large antitrust cases, including the Visa/MasterCard *Interchange Fee* case, the Currency Conversion cases in which $360 million was recovered for consumers, and the Private Equity litigation (*Dahl v. Bain Capital Partners, LLC*), in which $590.5 million was recovered for investors.

Formerly, Coughlin was an Assistant United States Attorney in the District of Columbia and the Southern District of California, handling complex white-collar fraud matters. During this time, he helped try one of the largest criminal RICO cases ever prosecuted by the United States, *United States v. Brown*, No. 86-3056-SWR (D.D.C.), as well as an infamous oil fraud scheme resulting in a complex murder-for-hire trial, *United States v. Boeckman*, No. 87-cr-00676 (S.D. Cal.).

Coughlin's additional trials involving securities violations include cases against Wells Fargo and California Amplifier. Both cases settled in trial. Cases that settled on the eve of trial include cases against Alcatel and America West. Antitrust trials include a large case against the tobacco industry and a recent case against Apple. Coughlin has tried more than 50 cases. Coughlin helped end the Joe Camel ad campaign, a cartoon ad campaign that targeted children and secured a $12.5 billion recovery for the cities and counties of California in the landmark 1998 state settlement with the tobacco companies.

Coughlin has received the AV Preeminent certification by Martindale-Hubbell (the highest rating available). He has been selected as a Senior Statesman by *Chambers USA*, a Best Lawyer in America by *Best Lawyers*, an Antitrust Trailblazer by *The National Law Journal*, and a Leading Lawyer in America by *Lawdragon*. Coughlin has also been named a Top 100 Lawyer by the *Daily Journal*, a Top Lawyer in San Diego by *San Diego Magazine*, and a Super Lawyer by *Super Lawyers Magazine*.

Coughlin graduated with a Bachelor of Science degree from Santa Clara University and a Juris Doctor degree from Golden Gate University School of Law.



Patrick J. Coughlin

Of Counsel

Individual & Firm Honors & Awards

- Rated AV Preeminent by Martindale-Hubbell
- Best Lawyer in America, *Best Lawyers*®, 2006-2018
- Senior Statesman, *Chambers USA*, 2014-2018
- Top Lawyer in San Diego, *San Diego Magazine*, 2013-2017
- Super Lawyer, 2004-2018
- Antitrust Trailblazer, *The National Law Journal*, 2015
- Top 100 Lawyers, *Daily Journal*, 2008
- Leading Lawyer in America, *Lawdragon*, 2009, 2008, 2006
- Top Plaintiff Firm, *Benchmark Litigation*, 2010-2018
- Tier 1 Firm, "Best Law Firms," *U.S. News – Best Lawyers*®, 2013-2018
- Band 1 Law Firm, *Chambers USA*, 2010-2017
- Top-Tier Plaintiffs' Firm, *The Legal 500*, 2010-2017
- Practice Group of the Year, *Law360*, 2015-2017
- Selected as the Securities winner, Elite Trial Lawyers, *The National Law Journal*, 2016
- Elite Trial Lawyers, *The National Law Journal*, 2014-2016
- Most Feared Litigation Firms, *BTI Consulting*, 2014-2015
- Most Feared Plaintiffs' Firm, *Law360*, 2013-2015
- Plaintiffs' Hot List, *The National Law Journal*, 2004-2009, 2011, 2013-2014



Mark J. Dearman

Partner

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Practice Areas

Consumer Fraud

Mass Torts (Products Liability & Personal Injury)

Antitrust

Whistleblower

Securities Fraud

Corporate Takeover

Education

Nova Southeastern University, J.D., 1993

University of Florida, B.A., 1990

Admissions

Florida

United States Courts of Appeals for the Eighth, Ninth and Eleventh Circuits

United States District Courts for the Northern, Middle and Southern Districts of Florida

United States District Court for the Southern District of Texas

Mark Dearman is a partner in the Firm's Boca Raton office, where his practice focuses on consumer fraud, securities fraud, mass torts, antitrust, whistleblower and corporate takeover litigation.

Dearman was most recently appointed to the Plaintiffs' Executive Committee in *In re FieldTurf Artificial Turf Mktg. Practices Litig.*, which alleges that FieldTurf USA Inc. and its related companies sold defective synthetic turf for use in athletic fields. His other recent representative cases include *In re NHL Players' Concussion Injury Litig.*, MDL No. 14-2551 (SRN), 2015 U.S. Dist. LEXIS 38755 (D. Minn. Mar. 25, 2015); *In re Sony Gaming Networks & Customer Data Sec. Breach Litig.*, 903 F. Supp. 2d 942 (S.D. Cal. 2012); *In re Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prods. Liab. Litig.*, MDL No. 2672 CRB (JSC), 2016 U.S. Dist. LEXIS 1357 (N.D. Cal. Jan. 5, 2016); *In re Ford Fusion & C-Max Fuel Econ. Litig.*, No. 13-MD-2450 (KMK), 2015 U.S. Dist. LEXIS 155383 (S.D.N.Y. Nov. 12, 2015); *Looper v. FCA US LLC*, No. 5:14-cv-00700-VAP-DTB (C.D. Cal.); *In re Aluminum Warehousing Antitrust Litig.*, 95 F. Supp. 3d 419 (S.D.N.Y. 2015), *aff'd*, 833 F.3d 151 (2d Cir. 2016); *In re Liquid Aluminum Sulfate Antitrust Litig.*, No. 16-md-2687 (JLL) (JAD) (D.N.J.); *In re Winn-Dixie Stores, Inc. S'holder Litig.*, No. 16-2011-CA-010616 (Fla. 4th Jud. Cir. Ct., Duval Cty.); *Gemelas v. Dannon Co. Inc.*, No. 1:08-cv-00236 (N.D. Ohio); and *In re AuthenTec, Inc. S'holder Litig.*, No. 05-2012-CA-57589 (Fla. 18th Jud. Cir. Ct., Brevard Cty.).

Dearman is AV rated by Martindale-Hubbell and has been recognized as a Florida Super Lawyer in *Super Lawyers Magazine*. He has also been recognized by his peers as being in the top 1.5% of Florida Civil Trial Lawyers as published in *Florida Trend*'s Florida Legal Elite.

Prior to joining the Firm, Dearman spent several years defending Fortune 500 companies in all aspects of litigation, with an emphasis in complex commercial litigation, consumer claims and mass torts (products liability and personal injury). He went on to found the firm of Dearman & Gerson, where he continued to defend many publicly traded corporations for over 12 years. Within the last 20 years of practice, Dearman has obtained extensive jury trial experience on the plaintiffs' side, protecting the rights of consumers throughout the United States.

Dearman earned his Bachelor of Arts degree from the University of Florida and his Juris Doctor degree from Nova Southeastern University. Upon graduation from law school, he worked in the Miami office of Ruden, McClosky, Smith, Schuster & Russell.



Mark J. Dearman

Partner

Individual & Firm Honors & Awards

- AV rating by Martindale-Hubbell
- Super Lawyer, 2014-2017
- Recognized by his peers as being in the top 1.5% of Florida Civil Trial Lawyers as published in *Florida Trend*'s Florida Legal Elite, 2006, 2004
- Top Plaintiff Firm, *Benchmark Litigation*, 2010-2018
- Tier 1 Firm, "Best Law Firms," *U.S. News – Best Lawyers®*, 2013-2018
- Band 1 Law Firm, *Chambers USA*, 2010-2017
- Top-Tier Plaintiffs' Firm, *The Legal 500*, 2010-2017
- Practice Group of the Year, *Law360*, 2015-2017
- Selected as the Securities winner, Elite Trial Lawyers, *The National Law Journal*, 2016
- Elite Trial Lawyers, *The National Law Journal*, 2014-2016
- Most Feared Litigation Firms, *BTI Consulting*, 2014-2015
- Most Feared Plaintiffs' Firm, *Law360*, 2013-2015
- Plaintiffs' Hot List, *The National Law Journal*, 2004-2009, 2011, 2013-2014



Aelish Marie Baig

Partner

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Practice Areas

Securities Fraud

Shareholder Derivative

Corporate Governance

Education

Washington College of Law at American University, J.D., 1998, *cum laude*

- Senior editor of the *Administrative Law Review*

Brown University, B.A., 1992, International Relations

Admissions

California

United States Supreme Court

United States Court of Appeals for the Ninth Circuit

United States District Courts for the Northern and Central Districts of California

Aelish Marie Baig is a partner in the Firm's San Francisco office. She specializes in federal securities and consumer class actions. Baig has litigated a number of cases through jury trial, resulting in multi-million dollar awards and settlements for her clients, and has prosecuted securities fraud, consumer and derivative actions obtaining millions of dollars in recoveries against corporations such as Verizon, Celera, Pall and Prudential.

Baig prosecuted an action against Prudential Insurance for its failure to pay life insurance benefits to beneficiaries of policyholders it knew or had reason to know had died. Baig and her team unearthed evidence in discovery that policies that should have been paid out to beneficiaries in the 60s, 70s, 80s and 90s had never been paid. After years of hard-fought motion practice and discovery, and after filing numerous motions to compel discovery, taking a great many depositions all around the country and reviewing millions of pages of documents, the action resulted in a recovery in excess of $30 million. Baig represented the City of Sterling Heights General Employees' Retirement System.

Baig was part of the litigation and trial team in *White v. Cellco Partnership d/b/a Verizon Wireless*, which resulted in a $25 million settlement and Verizon's agreement to an injunction restricting its ability to impose early termination fees in future subscriber agreements. She was also part of the team that prosecuted dozens of stock option backdating actions, securing tens of millions of dollars in cash recoveries as well as the implementation of comprehensive corporate governance enhancements for numerous companies victimized by their directors' and officers' fraudulent stock option backdating practices.

Baig also prosecuted a tax fraud action against Pall Corp. in which she and her team propounded and took significant discovery from third party-auditors, individual defendants, and the four former high-level employees involved in orchestrating the tax fraud at Pall. Baig and her team pounded away at defendants and third parties with daily meet-and-confer letters and ultimately obtained an order granting a motion to compel critical investigation documents. When defendants failed to comply with the court's order requiring them to produce such documents, Baig and her team filed a follow-up motion alerting the court to defendants' failure. They also briefed and filed the motion for class certification, and with those motions pending and numerous deposition notices and subpoenas outstanding, defendants agreed to settle for $22.5 million. Baig represented Macomb County Employees' Retirement System.

Baig joined the Firm in 2004 after having previously practiced with Lawless & Lawless in the area of employment discrimination, where she litigated and tried numerous cases to successful outcomes. She is a member of the California Bar and admitted to practice before the United States Supreme Court, the Ninth Circuit Court of Appeals, and the United States District Courts for the Northern and Central Districts of California. She earned her Bachelor of Arts degree from Brown University and her Juris Doctor degree from American University, where she was senior editor of the *Administrative Law Review*.



Aelish Marie Baig

Partner

Individual & Firm Honors & Awards

- Super Lawyer, 2012-2013
- Top Plaintiff Firm, *Benchmark Litigation*, 2010-2018
- Top-Tier Plaintiffs' Firm, *The Legal 500*, 2010-2018
- Band 1 Law Firm, *Chambers USA*, 2010-2017
- Tier 1 Firm, "Best Law Firms," *U.S. News – Best Lawyers®*, 2013-2017
- Practice Group of the Year, *Law360*, 2015-2017
- Selected as the Securities winner, Elite Trial Lawyers, *The National Law Journal*, 2016
- Elite Trial Lawyers, *The National Law Journal*, 2014-2016
- Most Feared Litigation Firms, *BTI Consulting*, 2014-2015
- Most Feared Plaintiffs' Firm, *Law360*, 2013-2015
- Plaintiffs' Hot List, *The National Law Journal*, 2004-2009, 2011, 2013-2014



Thomas E. Egler

Partner

San Diego | T: (619) 231-1058 | E: tome@rgrdlaw.com

Practice Areas

Securities Fraud

Education

Catholic University of America, Columbus School of Law, J.D., 1995

- Associate Editor for the *Catholic University Law Review* from 1994-1995

Northwestern University, B.A., 1989

Admissions

California

New York

Pennsylvania

United States Supreme Court

United States Courts of Appeals for the Second, Third and Eleventh Circuits

United States District Courts for the Northern, Central and Southern Districts of California

United States District Court for the District of Columbia

United States District Court for the Southern District of New York

United States District Court for the Western District of Pennsylvania

Tom Egler is a partner in the Firm's San Diego office and focuses his practice on representing clients in major complex, multidistrict litigations, such as *Lehman Brothers*, *Countrywide Mortgage Backed Securities*, *WorldCom*, *AOL Time Warner* and *Qwest*. He has represented institutional investors both as plaintiffs in individual actions and as lead plaintiffs in class actions.

Egler also serves as a Lawyer Representative to the Ninth Circuit Judicial Conference from the Southern District of California, and in the past has served on the Executive Board of the San Diego chapter of the Association of Business Trial Lawyers. He has been named a Super Lawyer by *Super Lawyers Magazine.*

Prior to joining the Firm, Egler was a law clerk to the Honorable Donald E. Ziegler, Chief Judge, United States District Court, Western District of Pennsylvania. He received his Bachelor of Arts degree from Northwestern University and his Juris Doctor degree from Catholic University of America, Columbus School of Law, where he served as Associate Editor for the *Catholic University Law Review*.

Individual & Firm Honors & Awards

- Super Lawyer, 2017-2018
- Top Plaintiff Firm, *Benchmark Litigation*, 2010-2018
- Top-Tier Plaintiffs' Firm, *The Legal 500*, 2010-2018
- Band 1 Law Firm, *Chambers USA*, 2010-2017
- Tier 1 Firm, "Best Law Firms," U.S. News – *Best Lawyers*®, 2013-2017
- Practice Group of the Year, *Law360*, 2015-2017
- Selected as the Securities winner, Elite Trial Lawyers, *The National Law Journal*, 2016
- Elite Trial Lawyers, *The National Law Journal*, 2014-2016
- Most Feared Litigation Firms, *BTI Consulting*, 2014-2015
- Most Feared Plaintiffs' Firm, *Law360*, 2013-2015
- Plaintiffs' Hot List, *The National Law Journal*, 2004-2009, 2011, 2013-2014



Rachel L. Jensen

Partner

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Practice Areas

Consumer Fraud

Antitrust

Securities Fraud

Insurance Fraud

Education

Georgetown University Law School, J.D., 2000

- Editor-in-Chief, *First Annual Review of Gender and Sexuality Law*
- Dean's List, 1998-1999

Florida State University, B.A., 1997, *cum laude*

- Phi Beta Kappa

Admissions

California

United States Courts of Appeals for the Sixth, Seventh, Eighth and Ninth Circuits

United States District Courts for the Northern, Eastern, Central and Southern Districts of California

United States District Court for the Northern District of Illinois

Rachel Jensen is a partner in Robbins Geller Rudman & Dowd LLP's San Diego office. Her practice focuses on consumer, antitrust and securities fraud class actions. Jensen has played a key role in recovering billions of dollars for individuals, government entities, and businesses injured by fraudulent schemes, anti-competitive conduct, and hazardous products placed in the stream of commerce.

Jensen was one of the lead attorneys who secured a historic recovery on behalf of Trump University students nationwide in two class actions against President Donald J. Trump. The settlement provides $25 million to approximately 7,000 consumers, which is projected to compensate eligible class members for up to 90% of their out-of-pocket losses. She represented the class on a *pro bono* basis. Jensen was appointed by Judge Chen in the Northern District of California to serve on the plaintiffs' steering committee in MDL litigation concerning alleged defeat devices in certain Fiat Chrysler vehicles and also represents car owners suing Volkswagen and Bosch for cheating on emission testing. She also serves as one of class counsel in litigation against Scotts Miracle-Gro, which has pled guilty to selling poisonous bird food, and litigation against certain Lloyd's Syndicates for collusive practices in the Lloyd's of London insurance market.

Among other recoveries, Jensen has played significant roles in the following cases: *In re Ins. Brokerage Antitrust Litig.*, No. 04-5184(CCC) (D.N.J.) ($200 million recovered for policyholders who paid inflated premiums due to a kickback scheme among major insurers and brokers); *In re Mattel, Inc., Toy Lead Paint Prods. Liab. Litig.*, No. 2:07-ml-01897-DSF-AJW (C.D. Cal.) ("Mattel") ($50 million in refunds and other relief for Mattel and Fisher-Price toys made in China with lead and dangerous magnets); *In re Nat'l Western Life Ins. Deferred Annuities Litig.*, No. 05-CV-1018-GPC (WVG) (S.D. Cal.) ($25 million in relief to senior citizens targeted for exorbitant deferred annuities that would not mature in their lifetime); *In re Checking Account Overdraft Litig.*, No. 1:09-md-2036-JLK (S.D. Fla.) ($500 million in settlements with major banks that manipulated customers' debit transactions to maximize overdraft fees); *In re Groupon Mktg. & Sales Practices Litig.*, No. 3:11-md-02238-DMS-RBB (S.D. Cal.) ($8.5 million in refunds for consumers sold vouchers with illegal expiration dates).

An important part of resolving these class cases has been the cutting-edge business reforms agreed to by the defendants to ensure that the same misconduct does not happen again. *See, e.g.*, *Mattel* (settlement required greater quality control and quality assurance programs for toys manufactured in China to make sure children are not put in harm's way in the future); *The People of the State of California by and through John Garamendi, Insurance Commissioner of the State of California v. Universal Life Resources*, No. GIC838913 (Cal. Super. Ct., San Diego Cty.) (representing California Department of Insurance against five large employee benefit insurance companies and securing transparency in how brokers disclose compensation from insurers to policyholders).

Jensen has also helped to successfully prosecute securities fraud and shareholder derivative actions, securing comprehensive corporate governance enhancements that are a win-win for shareholders and society alike. *See, e.g.*, *City of Westland Police & Fire Ret. Sys. v. Stumpf*, No. 3:11-cv-02369-SI (N.D. Cal.) (in a case alleging widespread "robo-signing" of foreclosure affidavits, Wells Fargo agreed to provide $67 million in homeowner down-payment assistance and credit counseling for cities hardest hit by the foreclosure crisis, as well as computer integration for its mortgage servicing segments).

Jensen served as a panelist at the 2017 Federal Bar Association Women in Law Conference, discussing the roles of grit and risk-taking in breaking barriers for women and people of color in the legal profession. She has received local recognition and commendation for her human rights work, advocating on behalf of the homeless, including a nomination as San Diego Woman of the Year from *San Diego Magazine*. Jensen co-founded Think Dignity (formerly Girls Think Tank), a non-profit organization whose mission is to advance basic dignity in San Diego, for which she served as President from 2006-2011 and has served on the Board of Directors since its inception. Think Dignity runs the Transitional Storage Center for the homeless downtown, provides a free legal clinic and a mobile shower service called "Fresh Start" Showers, and leads a "Basic Dignity Coalition," which has secured funding for two 24/7 public restrooms in the East Village. The first of these restrooms opened to the public in December 2014.

Jensen has been named a Top Woman Lawyer by the *Daily Journal*, a Plaintiffs' Lawyer Trailblazer by *The National Law Journal*, and a Leading Lawyer in America by *Lawdragon*. Additionally, she has been recognized as a "Rising Star" by *Super Lawyers Magazine*, as well as a Super Lawyer for the last three years. Prior to joining the Firm, Jensen was part of the litigation department of Morrison & Foerster in San Francisco, clerked for the Honorable Warren J. Ferguson on the Ninth Circuit Court of Appeals, worked abroad in Arusha, Tanzania as a law clerk in the Office of the Prosecutor at the International Criminal Tribunal for Rwanda ("ICTR") and then worked at the International Criminal Tribunal for the Former Yugoslavia ("ICTY"), located in the Hague, Netherlands.

Jensen earned a Bachelor of Arts degree from Florida State University, where she was a member of Phi Beta Kappa, and graduated *cum laude*. Jensen received her Juris Doctor degree from Georgetown University Law School, where she served as Inaugural Editor-in-Chief of the *First Annual Review of Gender and Sexuality Law*, a publication of the *Georgetown Journal of Gender and the Law*. She also taught Street Law at a public high school in Washington, D.C.

Individual & Firm Honors & Awards

- Plaintiffs' Lawyer Trailblazer, *The National Law Journal*, 2018
- Leading Lawyer in America, *Lawdragon*, 2017-2018
- Super Lawyer, 2016-2018
- Top Woman Lawyer, *Daily Journal*, 2017
- Super Lawyer "Rising Star," 2015
- Nominated for 2011 Woman of the Year, *San Diego Magazine*
- Top Plaintiff Firm, *Benchmark Litigation*, 2010-2018
- Tier 1 Firm, "Best Law Firms," *U.S. News – Best Lawyers®*, 2013-2018
- Band 1 Law Firm, *Chambers USA*, 2010-2017
- Top-Tier Plaintiffs' Firm, *The Legal 500*, 2010-2017
- Practice Group of the Year, *Law360*, 2015-2017
- Selected as the Securities winner, Elite Trial Lawyers, *The National Law Journal*, 2016
- Elite Trial Lawyers, *The National Law Journal*, 2014-2016
- Most Feared Litigation Firms, *BTI Consulting*, 2014-2015
- Most Feared Plaintiffs' Firm, *Law360*, 2013-2015
- Plaintiffs' Hot List, *The National Law Journal*, 2004-2009, 2011, 2013-2014



Shawn A. Williams

Partner

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Practice Areas

Securities Fraud

Shareholder Derivative

Telephone Consumer Protection Act

Corporate Governance

Education

University of Illinois, J.D., 1995

The State University of New York at Albany, B.A., 1991

Admissions

California

New York

United States Courts of Appeals for the Third and Ninth Circuits

United States District Courts for the Northern, Eastern and Central Districts of California

United States District Court for the District of Colorado

United States District Courts for the Southern and Eastern Districts of New York

Shawn Williams is a partner in Robbins Geller Rudman & Dowd LLP's San Francisco office and a member of the Firm's Management Committee. His practice focuses on securities class actions. Williams was among the lead class counsel for the Firm recovering investor losses in notable cases, including *In re Krispy Kreme Doughnuts, Inc. Sec. Litig.* ($75 million); *In re Veritas Software Corp. Sec. Litig.* ($35 million); and *In re Cadence Design Sys. Sec. Litig.* ($38 million).

Williams is also among the Firm's lead attorneys prosecuting shareholder derivative actions, securing tens of millions of dollars in cash recoveries and negotiating the implementation of comprehensive corporate governance enhancements. *See, e.g.*, *In re McAfee, Inc. Derivative Litig.*; *In re Marvell Tech. Grp. Ltd. Derivative Litig.*; *In re KLA Tencor S'holder Derivative Litig.*; and *The Home Depot, Inc. Derivative Litig.* More recently, in a shareholder derivative action, *City of Westland Police and Fire Ret. Sys. v. Wells Fargo & Co.*, Williams and a team of Robbins Geller attorneys secured significant governance reforms and corporate initiatives, including $36.5 million in funding for homeownership down-payment assistance in communities affected by the financial crisis and high foreclosure rates.

Williams has also led multiple securities class actions and shareholder derivative actions in which the Firm has secured significant rulings in the Ninth Circuit Court of Appeals (*Knollenberg v. Harmonic, Inc.*, 152 F. App'x 674 (9th Cir. 2005); *Nursing Home Pension Fund, Local 144 v. Oracle Corp.*, 380 F.3d 1226 (9th Cir. 2004); *Lynch v. Rawls*, 429 F. App'x 641 (9th Cir. 2011)) and the Fifth Circuit Court of Appeals (*Barrie v. Intervoice-Brite, Inc.*, 409 F.3d 653 (5th Cir. 2005)).

Prior to joining the Firm in 2000, Williams served for 5 years as an Assistant District Attorney in the Manhattan District Attorney's Office, where he tried over 20 cases to New York City juries and led white-collar fraud grand jury investigations. He received his Bachelor of Arts degree in English from the State University of New York at Albany and he earned his Juris Doctor degree from the University of Illinois.



Shawn A. Williams

Partner

Individual & Firm Honors & Awards

- Leading Lawyer in America, *Lawdragon,* 2018
- Super Lawyer, 2014-2017
- Board Member, California Bar Foundation, 2012-2014
- Top Plaintiff Firm, *Benchmark Litigation*, 2010-2018
- Tier 1 Firm, "Best Law Firms," *U.S. News – Best Lawyers®*, 2013-2018
- Band 1 Law Firm, *Chambers USA*, 2010-2017
- Top-Tier Plaintiffs' Firm, *The Legal 500*, 2010-2017
- Practice Group of the Year, *Law360*, 2015-2017
- Selected as the Securities winner, Elite Trial Lawyers, *The National Law Journal*, 2016
- Elite Trial Lawyers, *The National Law Journal*, 2014-2016
- Most Feared Litigation Firms, *BTI Consulting*, 2014-2015
- Most Feared Plaintiffs' Firm, *Law360*, 2013-2015
- Plaintiffs' Hot List, *The National Law Journal*, 2004-2009, 2011, 2013-2014



Matthew S. Melamed

Partner

San Francisco | T: (415) 288-4545 | E: mmelamed@rgrdlaw.com

Practice Areas

Securities Fraud

Whistleblower

Education

University of California, Hastings College of the Law, J.D., 2008, *magna cum laude*

- Tony Patino Fellow
- Order of the Coif
- Senior Articles Editor, *Hastings Law Journal*
- Student Director, General Assistance Advocacy Project

Wesleyan University, B.A., 1996

Admissions

California

United States Courts of Appeals for the Third and Tenth Circuits

United States District Courts for the Northern and Central Districts of California

Matt Melamed is a partner in the Firm's San Francisco office, where he focuses on complex securities litigation and whistleblower representation. Since joining the Firm, he has been a member of litigation teams responsible for substantial investor recoveries, including *Jones v. Pfizer* (S.D.N.Y.), *In re St. Jude Medical, Inc. Securities Litigation* (D. Minn.) and *Oklahoma Police Pension & Retirement System v. Sientra, Inc.* (Cal. Super. Ct., San Mateo Cty.). He has also contributed to the Firm's appellate work, including in *Mineworkers' Pension Scheme, British Coal Staff Superannuation v. First Solar, Inc.* (9th Cir.) and *China Development Industrial Bank v. Morgan Stanley & Co. Incorporated* (N.Y. App. Div.).

For the past three consecutive years, Melamed has been selected as a Rising Star in the area of securities litigation by *Super Lawyers Magazine*, which recognizes top attorneys who have been practicing law for no more than 10 years or are aged 40 or younger.

Before joining Robbins Geller, Melamed served as a law clerk to the Honorable Joseph A. Greenaway, Jr. on the United States Court of Appeals for the Third Circuit and the United States District Court for the District of New Jersey. Before clerking, Melamed was an attorney at Public Justice, P.C., where he litigated appeals combatting federal preemption of state laws, binding pre-dispute arbitration clauses, and unnecessary court secrecy. He remains involved with Public Justice and currently serves on its case development and communications committees.

Melamed received his Bachelor of Arts degree from Wesleyan University and Juris Doctor degree from University of California, Hastings College of the Law, where he graduated *magna cum laude*, was named to the Order of the Coif, and served as a member of the *Hastings Law Journal*.



Matthew S. Melamed

Partner

Individual & Firm Honors & Awards

- Super Lawyer “Rising Star,” 2015-2017
- Top Plaintiff Firm, *Benchmark Litigation*, 2010-2018
- Top-Tier Plaintiffs’ Firm, *The Legal 500*, 2010-2018
- Band 1 Law Firm, *Chambers USA*, 2010-2017
- Tier 1 Firm, “Best Law Firms,” *U.S. News – Best Lawyers®*, 2013-2017
- Practice Group of the Year, *Law360*, 2015-2017
- Selected as the Securities winner, Elite Trial Lawyers, *The National Law Journal*, 2016
- Elite Trial Lawyers, *The National Law Journal*, 2014-2016
- Most Feared Litigation Firms, *BTI Consulting*, 2014-2015
- Most Feared Plaintiffs’ Firm, *Law360*, 2013-2015
- Plaintiffs’ Hot List, *The National Law Journal*, 2004-2009, 2011, 2013-2014



Dory P. Antullis

Associate

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Practice Areas

Securities Fraud

Antitrust

Mass Torts (Products Liability & Personal Injury)

Consumer Fraud

Education

Columbia Law School, J.D., 2003

- Michael I. Sovern Scholar
- Hague Appeal for Peace, Committee for a Just and Effective Response to 9/11
- Columbia Mediation and Political Asylum Clinics
- Harlem Tutorial Program
- Journal of Eastern European Law
- Columbia Law Women's Association

Rice University, B.A., 1999

- National Merit Scholar
- Golden Key National Honor Society
- Nominated for *The Rice Undergraduate* academic journal

Admissions

Florida

United States District Courts for the Middle and Southern Districts of Florida

United States District Court for the Western District of Michigan

Dory Antullis is an associate in Robbins Geller Rudman & Dowd LLP's Boca Raton office. Her practice focuses on complex class actions, including securities, antitrust, mass torts and consumer fraud litigation.

Prior to joining the Firm, Antullis worked as an associate in the Miami office of Greenberg Traurig, P.A., where she practiced in the area of commercial defense litigation and international arbitration, and as General Counsel for a medical and defense industry manufacture and supply company in Coral Gables, Florida.

Antullis earned her Bachelor of Arts degree in English and History from Rice University and her Juris Doctor degree from Columbia Law School. While in law school, Antullis clerked with a highly esteemed corporate immigration firm and a boutique commercial litigation firm specializing in mass tort litigation. She also co-led a Columbia student-organized subcommittee to the Hague Appeal for Peace, whose mission was to collect and document global responses to the September 11th tragedy.

Firm Honors & Awards

- Top Plaintiff Firm, *Benchmark Litigation*, 2010-2018
- Tier 1 Firm, "Best Law Firms," *U.S. News – Best Lawyers®*, 2013-2018
- Band 1 Law Firm, *Chambers USA*, 2010-2017
- Top-Tier Plaintiffs' Firm, *The Legal 500*, 2010-2017
- Practice Group of the Year, *Law360*, 2015-2017
- Selected as the Securities winner, Elite Trial Lawyers, *The National Law Journal*, 2016
- Elite Trial Lawyers, *The National Law Journal*, 2014-2016
- Most Feared Litigation Firms, *BTI Consulting*, 2014-2015
- Most Feared Plaintiffs' Firm, *Law360*, 2013-2015
- Plaintiffs' Hot List, *The National Law Journal*, 2004-2009, 2011, 2013-2014



Carissa J. Dolan

Associate

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Practice Areas

Securities Fraud

ERISA

Education

Fordham University School of Law, J.D., 2015, *cum laude*

- Paul Fuller Scholar
- Recipient, Archibald R. Murray Public Service Award

Binghamton University, B.A., 2002

Admissions

California

United States District Courts for the Northern and Southern Districts of California

Carissa Dolan is an associate in Robbins Geller Rudman & Dowd LLP's San Diego office, where her practice focuses on complex securities litigation.

Dolan earned a Bachelor of Arts degree in Economics, French Literature and Italian from Binghamton University. She earned a Juris Doctor degree from Fordham University School of Law, graduating *cum laude*, where she was named a Paul Fuller Scholar and was the recipient of the Archibald R. Murray Public Service Award. While in law school, Dolan served as an Associate Editor of the *Fordham International Law Journal* and as a law clerk in the Securities Litigation and Arbitration Clinic. She also interned at the Irish Law Reform Commission in Dublin, Ireland, working on the Commission's latest program of law reform concerning corporate offenses and regulatory enforcement.

Prior to and during her first two years of law school, Dolan worked in securities regulation as a Director at the New York Stock Exchange. During her decade at the NYSE, she worked in the Enforcement, Market Surveillance and StockWatch departments, supervising and training analysts in surveillance, analysis and investigations in areas of insider trading, market manipulation, and violations of federal securities laws and NYSE rules.

Dolan joined Robbins Geller after working as a summer associate with the Firm in 2014.

Firm Honors & Awards

- Top Plaintiff Firm, *Benchmark Litigation*, 2010-2018
- Top-Tier Plaintiffs' Firm, *The Legal 500*, 2010-2018
- Band 1 Law Firm, *Chambers USA*, 2010-2017
- Tier 1 Firm, "Best Law Firms," *U.S. News – Best Lawyers®*, 2013-2017
- Practice Group of the Year, *Law360*, 2015-2017
- Selected as the Securities winner, Elite Trial Lawyers, *The National Law Journal*, 2016
- Elite Trial Lawyers, *The National Law Journal*, 2014-2016
- Most Feared Litigation Firms, *BTI Consulting*, 2014-2015
- Most Feared Plaintiffs' Firm, *Law360*, 2013-2015
- Plaintiffs' Hot List, *The National Law Journal*, 2004-2009, 2011, 2013-2014



LEA MALANI BAYS

Of Counsel

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Practice Areas

Securities Fraud

E-Discovery

Education

New York Law School, J.D., 2007, *magna cum laude*

University of California, Santa Cruz, B.A., 1997

Admissions

California

New York

Honors & Awards

Legal Aid Society's Pro Bono Publico Award

NYSBA Empire State Counsel

Professor Stephen J. Ellmann Clinical Legal Education Prize

John Marshall Harlan Scholars Program, Justice Action Center

Lea Malani Bays is Of Counsel in Robbins Geller Rudman & Dowd LLP's San Diego office. She focuses on e-discovery issues, from preservation through production, and provides counsel to the Firm's multi-disciplinary, e-discovery team consisting of attorneys, forensic analysts and database professionals.

Through her role as counsel to the e-discovery team, Bays is very familiar with the various stages of e-discovery, including identification of relevant electronically stored information, data culling, predictive coding protocols, privilege and responsiveness reviews, as well as having experience in post-production discovery through trial preparation. Through speaking at various events, she is also a leader in shaping the broader dialogue on e-discovery issues.

Bays was recently part of the litigation team that earned the approval of a $131 million settlement in favor of plaintiffs in *Bennett v. Sprint Nextel Corp*. The settlement, which resolved claims arising from Sprint Corporation's ill-fated merger with Nextel Communications in 2005, represents a significant recovery for the plaintiff class, achieved after five years of tireless effort by the Firm.

Bays is on the Lawyers Club of San Diego Endorsements & Nominations Committee, which reviews requests for endorsements for candidates running for positions, such as president of the county bar association. The committee then makes recommendations to the Lawyers Club board for endorsement of the candidates who have made contributions that advance the Lawyers Club's mission to advance the status of women in the law and society. Starting in 2018, Bays will also be joining the San Diego ESI Forum Steering Committee, which puts on monthly CLE programs on e-discovery.

Prior to joining Robbins Geller, Bays was a Litigation Associate at Kaye Scholer LLP's New York office. She has experience in a wide range of litigation, including complex securities litigation, commercial contract disputes, business torts, antitrust, civil fraud, and trust and estate litigation. Before pursuing a legal career, she developed and implemented programs for youth and families involved with the juvenile delinquency and dependency system. She has significant training and experience in group facilitation and conflict resolution.

Bays earned her Bachelor of Arts degree at the University of California, Santa Cruz and earned her Juris Doctor degree from New York Law School, where she graduated *magna cum laude*. During law school, she served as the Executive Editor of the *New York Law School Law Review* and was a founding member and Review Editor for the *Global Human Rights Bulletin*. Bays was also a Harlan Scholar, which included participation in a rigorous academic honors program with a concentration in individual liberties.



CHRISTINE N. MILLIRON

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Christine Milliron is the Director of E-Discovery and Litigation Support in Robbins Geller Rudman & Dowd LLP's San Diego office. She has spent more than 15 years at the Firm and has overseen the e-discovery process in some of the Firm's most complex cases.

Milliron was an early adopter of analytics, has spoken on best practices throughout the Electronic Discovery Reference Model (EDRM), holds multiple Relativity certifications, is a member of Women in eDiscovery and is on the Steering Committee for the San Diego Chapter of the Relativity User Group. Milliron's experience has given her the insight to provide litigation support and technical consulting to counsel on all phases of the e-discovery process.



Kirsten McCormack

Paralegal

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Education

San Diego State University, B.A., 2002

ABA-approved Paralegal Certificate, University of California, San Diego, Extension, 2003

Kirsten McCormack is a paralegal in the Firm's San Diego office. She has been with the Firm for 13 years. McCormack has worked on several notable cases, including *Jones v. Pfizer* (S.D.N.Y.), *In re Forest Labs., Inc. Sec. Litig.* (S.D.N.Y.) and *In re Direct Gen. Corp. Sec. Litig.* (M.D. Tenn.). Furthermore, McCormack's qualifications exceed those required of a certified paralegal under the California Business and Professions Code: Bachelor of Arts degree in Philosophy from San Diego State University; and an ABA-approved Paralegal Certificate from University of California, San Diego, Extension.



Elizabeth J. Cabraser
Founding Partner
(San Francisco)

Elizabeth Cabraser is one of the most highly regarded and experienced complex litigation attorneys in the country. She has had an individual AV-rating for over 20 years and has been repeatedly acknowledged as one of the country's most prominent mass tort lawyers with decades of experience in consumer protection and pharmaceutical litigation. She represents both governmental entities under the deceptive practice and consumer protection statutes of all states and personal injury victims under state tort laws. She has been repeatedly recognized by the National Law Journal as one of the 100 most influential lawyers in the United States.

Ms. Cabraser brings a level of intellectual sophistication unparalleled in the legal community. Her legal acumen honed in an academic setting as a professor of complex litigation at both Columbia University Law School and Boalt Hall, University of California at Berkeley, is a product of both her day to day practical experience serving as lead counsel in MDLs and class actions across the country, her passion for the law, and her compunction to advance justice on behalf of the community.

Ms. Cabraser has been in the leadership of many of the most significant cases of the past several decades, including most recently in Opioids, BP, Takata, and the VW Clean Diesel Litigation. Ms. Cabraser was recently appointed by MDL Judge Dan Aaron Polster to the Plaintiffs' Executive Committee of *In re: National Prescription Opiates Litigation*, MDL No. 2804. In VW, after nine months of intensive negotiation and extraordinary coordination led on the class plaintiffs' side by Ms. Cabraser as sole Lead Counsel and Chair of a 22-member Plaintiffs' Steering Committee, a set of interrelated 2.0-liter vehicle settlements totaling $14.7 billion were given final approval in 2016. In May 2017, a further settlement valued at $1.2-$4.04 billion for 3.0- liter engine vehicles received final approval. "The total cost of penalties, buybacks and fixes in North America could exceed $23 billion as Volkswagen tries to overcome the biggest scandal in modern automotive history" (Bloomberg News). These settlements, unprecedented for their scope and complexity, comprise one of the largest payments in American litigation and the largest known consumer class settlement.



Richard M. Heimann
Partner
(San Francisco)

Richard Heimann is nationally recognized as one of the foremost trial attorneys and skilled negotiators in the country. Beyond his list of $100 million plus verdicts and settlements, Mr. Heimann's experience is particularly notable in this context having served as lead trial counsel against McKesson Corporation in a case that settled weeks before trial, and as lead counsel in LCHB's landmark litigation against the tobacco industry.

The chair of Lieff Cabraser's financial fraud and securities practice group, Mr. Heimann spends as much time and resources as necessary to build a plaintiff case to hold our nation's most powerful corporations accountable for their misconduct. As a result, *Benchmark Litigation* named Mr. Heimann one of the "Top 100 Trial Lawyers in America" in 2017, and *California Lawyer* magazine has twice recognized him with its prestigious California Lawyer of the Year award.

Mr. Heimann has been selected by his peers for inclusion in *The Best Lawyers in America* from 2004-2017 in the fields of "Bet the Company Litigation," "Litigation – Antitrust," "Litigation – Securities," and "Mass Tort Litigation/Class Actions – Plaintiffs," and the publication also named him "Lawyer of the Year" in Securities Litigation for the San Francisco Bay Area for 2016 and 2017. In its 2015 inaugural review of the nation's top lawyers, *Law360* named him one of its 50 "Trial Aces," the only awardee practicing at a firm that represents only plaintiffs, and in 2010, the *Daily Journal* selected Heimann as one of the Top 100 Attorneys in California, commenting that he possessed "a level of doggedness that is making him a feared litigator."

Mr. Heimann supervised the firm's landmark litigation against the tobacco industry on behalf of Massachusetts, California, and several other states. Resolved in 1998, the litigation led to a record $206 billion master settlement agreement with state Attorneys General. He has successfully tried over 30 civil jury cases, highlighted by the FPI/Agretech and Edsaco securities class action trials, the Wells Fargo Bank overdraft fees consumer protection class action trial, and the LCDs antitrust class action. Mr. Heimann continues to hold the tobacco industry accountable for its 50-year conspiracy of misrepresenting the dangers of

smoking cigarettes, most recently representing individual smokers and families of loved ones who died as part of the Engle litigation in federal court in Florida. In May 2014, Heimann was Lead Trial Counsel in an action against R.J. Reynolds Tobacco Company, Philip Morris USA, Inc., and Lorillard Tobacco Company for causing plaintiff Pauline Burkhart to develop Chronic Obstructive Pulmonary Disease (COPD). The jury returned a verdict of $7.5 million ($5 million in compensatory damages and $2.5 million in punitive damages).

In the firm's high profile litigation against Apple, Google, and other tech giants for suppressing the wages of their technical, creative, and other salaried employees, *In re HighTech Employee Antitrust Litigation,* Mr. Heimann was deeply involved in the fact discovery portion of the litigation, taking the depositions of many of the defendants' top executives including Google's Eric Schmidt, Larry Page, and Sergey Brin.



Steven E. Fineman
Managing Partner
(New York)

Steven Fineman is Lieff Cabraser's Managing Partner and a senior member of the firm's Torts and Securities and Financial Fraud practice group. He has more than 25 years of experience in prosecuting complex civil litigation, including class and individual consumer protection, personal injury and mass torts actions, and securities fraud actions.

Mr. Fineman represents institutional and classes of investors in securities and financial fraud cases; whistleblowers and public entities in False Claims Act matters; classes and groups of individuals in mass tort litigation; and classes of consumers in false marketing and deceptive business practice cases. He has been recognized for his success as a litigator by Best Lawyers in America (2016 New York City Mass Tort Litigation/Class Actions, Plaintiffs' Lawyer of the Year); Super Lawyers (Securities Litigation); and Benchmark Plaintiffs (Litigation Star; National Practice, Mass Tort/Product Liability and Local Litigation Star; New York, Securities and Mass Torts).

Mr. Fineman previously served as the co-chair of the Securities Litigation Group of the American Association for Justice. He is also a member of the bar of the District of Columbia.



Mark P. Chalos
Partner
(Nashville)

Mark Chalos is a top litigator who works on complex civil cases in federal courts in Tennessee and across the United States representing consumers in product defect cases and individuals who have suffered catastrophic personal injuries and families whose loved ones died because of the negligence or misconduct of others, as well as whistleblowers and public entities in False Claims Act cases.

Mr. Chalos serves on the Plaintiffs' Steering Committee on behalf of Tennessee patients killed or left permanently injured following epidural steroid injections administered from contaminated medication manufactured by the New England Compounding Center in 2012. He also serves as the Federal/State Litigation Liaison for the plaintiffs in the case. Mr. Chalos has been appointed to additional leadership roles in In re Whirlpool Front Loading Washer Products Liability Litigation (Co-Lead MDL Counsel); In re Navistar Diesel Engine Product Liability Litigation (Plaintiffs Steering Committee and Co-Chair Plaintiffs Expert Committee); and In re Ford Switch Fire Litigation (Plaintiffs Steering Committee).

Mr. Chalos also works on product defect cases against numerous U.S. and foreign corporations making and selling allegedly defective or dangerous consumer products. Some cases involve products causing unfair economic loss while others involve products causing serious injuries or fatalities. In July 2017, Chalos filed a consumer fraud class action against Ford Motor Company in the Western District of Kentucky on behalf of business owners and lessees of 2015-2017 Ford Transit vans alleging the vans are equipped with defective parts, resulting in expensive damages to the vehicles and presenting a significant safety risk to passengers.



Lexi J. Hazam
Partner
(San Francisco)

An emerging leader within the plaintiffs' bar, Lexi Hazam is co-chair of LCHB's mass torts practice group, and is an expert in qui tam and complex class actions. She has been appointed by the court overseeing the nationwide Abilify gambling injuries MDL litigation to the Plaintiffs Executive Committee and the Science and Expert Sub-Committee for the case, and was also appointed by the court overseeing the nationwide Benicar MDL litigation to the Plaintiffs' Steering Committee therein and serves as Co-Chair of the Benicar MDL Plaintiffs' Science and Experts Committee.

Ms. Hazam has also spoken at several conferences on Benicar injuries and Benicar lawsuits. A settlement valued at $300 million in the case was announced in August 2017. Ms. Hazam's qui tam cases include the Office Depot litigation, a lawsuit alleging that Office Depot knowingly overcharged California cities, counties, and school districts on office and school supplies purchased under U.S. Communities contracts, that settled in 2015 for $68.5 million. She has also worked on several additional qui tam cases alleging Medicare fraud. In 2016, she was elected as Chair Elect of the American Association for Justice's Section on Toxic, Environmental, and Pharmaceutical Torts (STEP), having previously served in 2015 as Vice-Chair of the section. Ms. Hazam was also selected in 2016 as Co-Secretary of the Qui Tam Litigation Group.

Ms. Hazam's experience and expertise in this area has resulted in a number of speaking engagements covering the subject of Opioids. During the past year, Ms. Hazam has spoken at American Association of Justice Litigation at Sunrise and a HarrisMartin Conference in Chicago, Illinois.

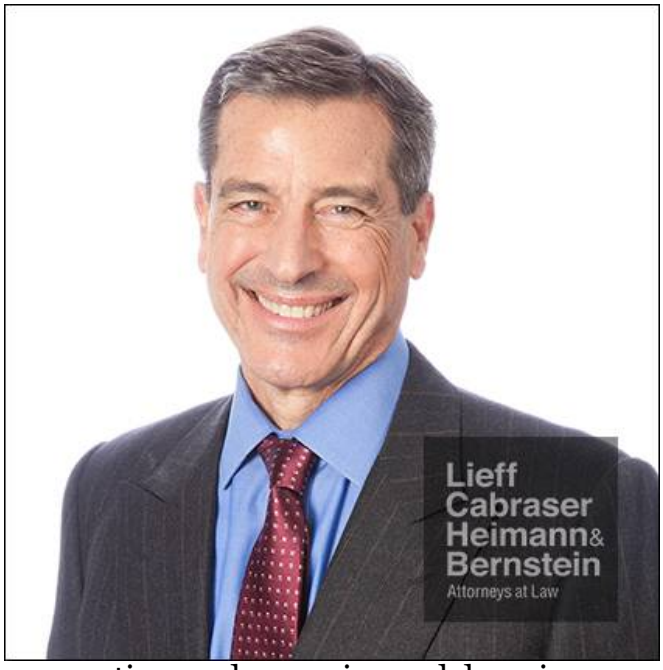


Paulina do Amaral
Partner
(New York)

Paulina do Amaral has been litigating pharmaceutical cases for over 18 years and is currently the primary LCHB lawyer handling the Talc consumer protection litigation against Johnson & Johnson on behalf of the Mississippi Attorney General. Ms. do Amaral carefully crafted the Talc complaint and successfully avoided removal of the action to Federal court. She has also successfully beaten back three motions to dismiss from which interlocutory appeals were taken.

Over the course of her career, Ms. do Amaral has also represented thousands of individual plaintiffs in complex multi-district pharmaceutical and environmental litigation, many of which raised issues of off-label marketing. She was on the trial team for one of two bellwether Yaz cases raising off-label marketing issues when the entire litigation settled within weeks of trial, and served on the Discovery and Science Committees in the Yaz MDL Litigation. Ms. do Amaral also gained significant experience litigating on behalf of cities and counties across the country as part of the Gun Litigation.

Ms. do Amaral's experience and expertise in this area has resulted in a number of speaking engagements covering the subject of Opioids. On September 14, 2017, she spoke at the American Association of Justice Opioid Litigation Seminar in Washington, DC. She will also speak on the subject at the AAJ Winter Conference on February 4, 2018.



Bruce W. Leppla
Partner
(San Francisco)

A partner in Lieff Cabraser's San Francisco office, Bruce W. Leppla's responsibilities include securities case evaluation and analysis, legal and financial, as well as directing the firm's institutional investor and client outreach. Bruce was part of the litigation team on the McKesson, America Online, Broadcom, Qwest and Brooks Automation cases, with varying responsibilities that included case initiation, complaint preparation, and preparing and deposing expert witnesses on accounting and finance issues.

Bruce brings a unique set of skills to the firm's financial fraud practice. A lawyer for over 30 years, he has also enjoyed distinguished careers in the fields of finance, real estate, and technology. From 1983 to 1998, Bruce served as the CEO and President of Redwood Bank, a San Francisco-based commercial bank, which he grew into one of California's most successful regional banks and sold in 1998 at a substantial premium to a national bank. From 1993 to 1998, Bruce served as a Director of the California Banker's Association. During that period, he also served as a Guest Lecturer on real estate finance and law at U.C. Berkeley's Haas School of Business.

In recent years, Bruce has served as Chairman and Founder or Co-Founder of Leppla Capital Management LLC, an investment securities advisory business; Susquehanna Corporation, a real estate development and management company operating in Kyushu Prefecture, Japan; the Stitzel-Leppla Company, a high fashion real estate development firm whose principal project was The Pacific Center, San Francisco, CA; C.B.I.S., a technology company offering online employee benefit programs and administration; Trusted Systems Laboratories (operating system security software); and Pantheon Research Corp., a consumer products company. He has raised over $135 million for his various start-up ventures.

Bruce has written extensively on securities law issues, serves on the Editorial Board of *Wall Street Lawyer*, and is a frequent speaker at both U.S. and European institutional investor conferences, including, recently, conferences of the Union Internationale des Avocats in Frankfurt and Istanbul.



Kenneth S. Byrd
Partner
(Nashville)

A lifelong Nashvillian, Kenneth Byrd is an experienced trial attorney at LCHB, obtaining several large jury trial verdicts against Big Tobacco over the past several years. His trial verdicts directly led to a rare mass settlement with Big Tobacco in a settlement resolving more than 400 cases and totaling $100 million for injured smokers and their families. He received the Tennessee Association for Justice's 2015 Paladin Award for his successful litigation against cigarette manufacturers R.J. Reynolds Tobacco Company, Philip Morris USA Inc., and Lorillard Tobacco Company in Florida federal courts. The Paladin Award is TAJ's highest honor and is given to the state's top trial lawyer of the year.

Mr. Byrd represents LCHB clients in mass tort cases, defective product cases and consumer fraud litigation. He also has represented the interests of the United States government in qui tam actions against the pharmaceutical industry in cases involving the off-label promotion of prescription drugs. Mr. Byrd is currently helping LCHB's team of lawyers overseeing the nationwide Abilify gambling injuries MDL litigation in federal court in Florida.



John Spragens
Associate
(Nashville)

A lifelong Nashvillian, John Spragens has represented plaintiffs in whistleblower, consumer protection, mass tort, and antitrust litigations. A member of the firm's defective products and personal injury practice groups, he has represented families of deceased smokers in trials in Florida federal court against the tobacco companies for their 50-year conspiracy of misrepresenting the dangers of smoking cigarettes and for intentionally engineering the design of cigarettes to make them more addictive.

In 2014, Mr. Spragens participated in a tobacco industry trial in which a jury awarded his gravely injured client $27 million in compensatory and punitive damages. He was named to the National Trial Lawyers "Top 100" Tennessee and a Mid-South Super Lawyers "Rising Star" in 2016 and 2017. He previously served as communications director to U.S. Congressman Jim Cooper; law clerk to the Hon. Kevin H. Sharp, Former Chief Judge of the United States District Court for the Middle District of Tennessee; and a healthcare fraud attorney at Bass, Berry & Sims PLC. He is active in the Nashville community, where he serves on the Nashville Bar Foundation Leadership Forum Steering Committee.



Kelly McNabb
Associate
(New York)

Kelly McNabb is an experienced lawyer specializing in personal injury, mass tort litigation, and False Claims Act litigation. She has been involved with the Benicar Multi-District Litigation ("MDL"), including assisting in the Daubert briefing, which recently lead to an aggregate settlement in the amount of $300,000,000. Since 2015, Ms. McNabb has played an integral role in a declined qui tam lawsuit involving the off-label promotion of several pharmaceutical products, which resulted in a confidential settlement earlier this year.

Recently, Ms. McNabb played a vital role in the Abilify MDL to develop expert reports, defend and take expert depositions, and prepare experts to testify at the Daubert hearing. Prior to joining Lieff Cabraser, Ms. McNabb worked closely with the firm in a joint effort to prosecute claims involving premature infant injuries and death allegedly caused by a product used to thicken baby formula. Because of her role in the litigation, Ms. McNabb received the Minnesota Attorney of the Year award as a member of her former firm's litigation team.

The Robbins Geller/Lieff Cabraser Team's MDL Leadership Experience

In re National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio)
In re EpiPen (Epinephrine Injection, USP) Marketing, Sales Practices and Antitrust Litigation, MDL No. 2785 (D. Kan.)
In re FieldTurf Artificial Turf Marketing and Sales Practices Litigation, MDL No. 2779 (D.N.J.)
In re Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices and Products Liability Litigation, MDL No. 2777 (N.D. Cal.)
In re Yahoo! Inc. Customer Data Security Breach Litigation, MDL No. 2752 (N.D. Cal.)
In re Invokana (Canaglifozin) Products Liability Litigation, MDL No. 2750 (D.N.J.)
In re Liquid Aluminum Sulfate Antitrust Litigation, MDL No. 2687 (D.N.J.)
In re Treasury Securities Auction Antitrust Litigation, MDL No. 2673 (S.D.N.Y.)
In re Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (N.D. Cal.)
In re National Hockey League Players' Concussion Injury Litigation, MDL No. 2551 (D. Minn.)
In re Lidoderm Antitrust Litigation, MDL No. 2521 (N.D. Cal.)
In re Aggrenox Antitrust Litigation, MDL No. 2516 (D. Conn.)
In re Aluminum Warehousing Antitrust Litigation, MDL No. 2481 (S.D.N.Y.)
In re Ford Fusion and C-Max Fuel Economy Litigation, MDL No. 2450 (S.D.N.Y.)
In re Sony Gaming Networks and Customer Data Security Breach Litigation, MDL No. 2258 (S.D. Cal.)
In re POM Wonderful LLC Marketing and Sales Practices Litigation, MDL No. 2199 (C.D. Cal.)
In re Apple iPhone 4 Marketing, Sales Practices and Products Liability Litigation, MDL No. 2188 (N.D. Cal.)
In re Aftermarket Automotive Lighting Products Antitrust Litigation, MDL No. 2007 (C.D. Cal.)
In re Aqua Dots Products Liability Litigation, MDL No. 1940 (N.D. Ill.)

In re General Motors Ignition Switch Defect Injury Lawsuits, MDL No. 2543 (S.D.N.Y.)
In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Prods. Liab. Litig., MDL No. 2151 (C.D. Cal.)
In re Imprelis Herbicide Marketing, Sales Practices and Prods. Liab. Litig., MDL No. 2284 (E.D. Pa.)
In re Whirlpool Front Loading Washer Prods. Liab. Litig., MDL 2001 (N.D. Ohio)
In re Yamaha Motor Corp. Rhino ATV Prods. Liab. Litig., MDL No. 2016 (W.D. Ky.)
In re ConAgra Prods. Liab. Litig., MDL No. 1845 (N.D. Ga.)
In re TFT-LCD (Flat Panel) Antitrust Litig., MDL No. 1827 (N.D. Cal.)
In re Ameriquest Mortgage Co. Mortgage Lending Practices Litig., MDL No. 1715 (N.D. Ill.)
In re Tri-State Crematory Litig., MDL No. 1467 (N.D. Ga.)
In re Buspirone Antitrust Litig., MDL No. 1413 (S.D.N.Y.)
In re Providian Financial Corp. Credit Card Terms Litig., MDL No. 1301 (E.D. Pa.)
In re American Family Bus. Prac. Litig., MDL No. 1235 (D.N.J.)
In re Compact Disc Antitrust Litig., MDL No. 1216 (C.D. Cal.)
In re Toys 'R' Us Antitrust Litig., MDL No. 1211 (E.D.N.Y.)
In re Synthroid Marketing Litig., MDL No. 1182 (N.D. Ill.)
In re Travel Agency Commission Antitrust Litig., MDL No. 1058 (D. Minn.)
In re Felbatol Products Liability Litig., MDL No. 1048 (N.D. Cal.)
Blood Factor VIII And Factor IX Litig., MDL No. 986 (N.D. Ill.)
In re General Motors Corp. Pick-Up Fuel Tank Prods. Liab. Litig., MDL No. 961 (E.D. Pa.)
In re Precious Metals Securities Litig., MDL No. 904 (C.D. Cal.)
In re First Capital Holdings Corp. Financial Products Securities Litig., MDL No. 901 (C.D. Cal.)

In re First American Center Partnerships Securities Litig., MDL No. 868 (S.D.N.Y.)
In re Cordis Pacemaker Product Liability Litig., MDL No. 850 (S.D. Ohio)
In re Granada Partnerships Securities Litig., MDL No. 837 (S.D. Tex.)
In re FPI/Agretech Securities Litig., MDL No. 763 (D. Hawaii)
In re United Energy Corporation Solar Energy Module Securities Litig., MDL No. 726 (C.D. Cal.)
In re Cable/Tel. Corp. and Entities Securities Litig., MDL No. 619 (E.D. Pa.)

Robbins Geller Rudman & Dowd LLP

Atlanta
Boca Raton
Chicago
Melville
New York
Philadelphia
San Diego
San Francisco
Washington, DC

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION

INTEROFFICE MEMORANDUM

TO: All Attorneys and Paralegals

FROM: The Executive Committee

SUBJECT: Pre-filing conflict search

For many years it has been our practice to maintain a computerized database of the clients of the firm as well as those persons and entities who the firm is suing on behalf of clients. It is our policy that before any new matter is undertaken or parties are added to an existing case a conflict search be completed in order to avoid aligning against a client or representing someone who we have sued on behalf of another client. This does not mean before filing an action, it means at the time the matter is under our consideration.

To be certain that all conflict checks are completed, a form stating that a conflict search has been conducted on all parties and that there is no conflict prior to proceeding with the matter must be signed by one of the attorneys in charge of new matters. A copy of the conflict printout should be attached to the conflict search form. In the first instance a paralegal may complete the conflicts form but in any event it must be signed by one of the attorneys in charge of new matters before accepting a new matter and/or filing a complaint. The signed form will be maintained in the matter file in the San Diego office.

It is also important to check conflicts before you begin talking with a potential client or when you are adding parties to an existing action (*e.g.*, adding parties to an amended complaint or filing for lead plaintiff or class certification). And if you are working with a corporate entity on possible representation, please remember to have their name added to the conflicts database as a potential client.

In addition to clients, experts retained in any litigation should be added to our database so that they, too, will be subject to a conflicts check. We will, thus, avoid naming them as defendants in subsequent matters, unless the circumstances warrant otherwise. In providing expert information for purposes of the database, please include the expert's name and, where applicable, the name of the company and/or institution with which the expert is affiliated, as well as any other information which might be relevant. Further, you should input into the database any other person or company you think may raise an awkward situation.

Conflicts can be identified by calling or e-mailing Denise Tresner, as she is the custodian of our computerized conflict program.

LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP

MEMORANDUM

PRIVILEGED AND CONFIDENTIAL:
ATTORNEY WORK PRODUCT

TO: New Hires

FROM: Conflicts

DATE: June 25, 2010

RE: New Case/New Matter/Additional Party Conflict Check Procedure

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A conflict check must be run before **any** new case/matter numbers can be issued. This **includes** instances where we are filing additional cases for new clients against previously-named defendants (such as in our product liability cases) or instances where new parties are added to a previously-filed case. In such instances, we need to ensure that we do not already have cases active **against** any of the people we are seeking to represent. Even when the likelihood of a conflict appears low, it is very important that we consistently apply our conflict screening procedures to be sure we are in compliance with the rules of professional conduct.

To initiate a conflict check, go to the "New Case Matter Info" box on the firm's Intranet page and click on the Conflicts Form icon to submit the request.

The form asks whether the conflict check is for a new case, new matter, or to add parties. Basic information such as the LCHB case name, name(s) of the defendant(s), plaintiff(s) (if known), practice group, and attorneys on the case will be required. The information is stored in a searchable conflicts database that the firm uses to identify potential conflicts of interest, so the more information you can provide, the better.

Once you submit the form, Conflicts will perform a conflict check and contact you with the results (cleared/screens necessary/not cleared) so that Records can issue a new case number or new matter number.

Generally, it takes two business days for Conflicts to clear new parties. If the request is urgent, please advise Conflicts.

CONFIDENTIAL INSURANCE INFORMATION

DO NOT COPY OR DISSEMINATE WITHOUT THE WRITTEN PERMISSION OF ROBBINS GELLER RUDMAN & DOWD LLP

VERIFICATION OF INSURANCE

PROFESSIONAL LIABILITY INSURANCE

ISSUED TO: To Whom It May Concern:

NAME OF ASSURED: Robbins Geller Rudman & Dowd LLP,
and others as more fully described in the Policy.

POLICY NO.	INSURER	PERCENTAGE	PERIOD
000122208	Ironshore Specialty Insurance Co. (Lead Carrier) 28 Liberty Street, 5th Floor New York, NY 10005 and Various Insurance Companies	100%	12:01 AM January 31, 2018 to 12:01 AM January 31, 2019

LIMITS: $20,000,000 Each Claim and in the Aggregate

Excess of a Deductible of $2,000,000 each claim / $4,000,000 annual aggregate for the period, including Claims Expenses, which upon exhaustion shall reduce to $500,000 each claim including Claims Expenses.

TERRITORY: Worldwide, including all 50 states

Subject to the terms, conditions, exclusions and limitations of the Policy (including a substantial retention), which is non-cancelable except for non-payment of premium. The premium is paid in full for the period of January 31, 2018-2019.

Issued at: Los Angeles, California

Lockton Insurance Brokers, LLC

J. C. Wileman

Date: January 22, 2018

John C. Wileman, CPCU, ARM, ARe
Senior Vice President/Account Executive

HUNTERSURE LLC

Dennis R. Mullins
229 Seventh Street, Suite 303
Garden City, NY 11530
dmullins@huntersure.com
Office: (646) 751-3031
www.huntersure.com

April 6, 2018

Scott A. Broome
Marsh
1166 Avenue of the Americas
New York, NY 10036

RE: Confirmation of Lawyers' Professional Liability Coverage

Dear Scott A. Broome,

Thank you for insuring your Lawyers' Professional Liability Coverage through Scottsdale Insurance Company.

Insured:	Lieff, Cabraser, Heimann & Bernstein LLP
Address:	275 Battery Street, 29th Floor San Francisco, CA 94111 United States
Inception Date:	April 10, 2018
Expiry Date:	April 10, 2019
Retroactive Date:	
Insurer:	Scottsdale Insurance Company
Our Reference:	LWS0000620
Currency:	USD
Limit of Liability:	$6,000,000 Each Claim and in the Aggregate, part of $15,000,000 Each Claim and in the Aggregate, including defense costs
Retention:	$1,000,000 Each Claim, including defense costs
Wording:	Marsh Preferred
Endorsements:	
Subjectivities:	• Subject to receipt of completed Surplus Lines Compliance Form within 30 days of binding. • Broker is responsible for the collection and payment of all surplus lines taxes and fees. • All co-insurers must be rated A- or better at time of binding.

100% Premium:	$652,361
Order Hereon:	40%
Gross Premium Due:	$260,944
Brokerage:	17.5%
Tax:	0%
Min. Earned Premium:	25%

The account to be credited is:
Huntersure LLC
"Scottsdale Premium Trust"
Account # 665111830
Bank Routing Number (ABA) 026013958
Swift Code CINAUS6L
City National Bank
400 Park Avenue
New York, NY 10022

Please review all the attached documents carefully and contact us if you have any questions or disagree with their content. The premium for this insurance should be paid to Huntersure LLC before May 10, 2018.

Yours sincerely,

Dennis R. Mullins

SOMPO INTERNATIONAL

Sompo Pro
1221 Avenue of the Americas,
New York, NY 10020

Lawyers Professional Liability Binder for Lieff, Cabraser, Heimann & Bernstein LLP

April 06, 2018 — Sent via E-Mail

To: Tyler Harden
Marsh USA - New York, NY
1166 Avenue of the Americas
New York, NY 10036

From: Brittany Lannan
Senior Underwriter
Sompo Pro
blannan@sompo-intl.com

Dear Tyler,

We are pleased to provide the binder for Lawyers Professional Liability:

Named Insured: Lieff, Cabraser, Heimann & Bernstein LLP
275 Battery Street
29th Floor
San Francisco, CA 94111

Predecessor Firm(s): As per co-insuring Scottsdale Insurance Company policy

Insurer: Endurance American Specialty Insurance Company
Non-Admitted Paper
A.M. Best Rating: A+ XV
Standard & Poor's Credit Rating: A (Positive)
Standard & Poor's Enterprise Risk Management Score: Strong

Policy Number: LPL10008959402

Policy Form: Lawyers Professional Liability Memorandum of Insurance
Form Number: Manuscript

Policy Period: From: April 10, 2018 To: April 10, 2019
(12:01 AM Standard Time on both dates at the address of the **Named Insured**.)

Coverages for the Policy:

Coverage	Included	Limit of Liability: (each Claim / Aggregate)
Lawyers Professional Liability	Y	$ 5,000,000 / $ 5,000,000 part of $ 15,000,000 / $ 15,000,000
Maximum Total **Policy Period** Aggregate Limit of Liability		$ 5,000,000

(Including **Claim Expenses**)

Self-Insured Retention(s):	Each Claim
	$ 1,000,000

Retroactive Date: As per co-insuring Scottsdale Insurance Company policy

Premium: $ 217,432 part of $ 652,361

Producer is responsible for the payment and handling of any and all applicable Surplus Lines Taxes, Fees and Filings in the home state.

Followed Form: Scottsdale Insurance Company

Commission: 17.50%

Endorsements to the Policy:

Number	Title
PN 0001 0712	U.S. Treasury Department's Office of Foreign Assets Control (OFAC)

The titles of the endorsements listed above are solely for convenience and form no part of the terms and conditions of coverage.

Pending and Prior Litigation Date: As per co-insuring Scottsdale Insurance Company policy

Professional Services Covered: As per co-insuring Scottsdale Insurance Company policy

Subjectivities:

	Item	Due Date
1.	Copy of the primary lead policy	Prior to Issuance

Notwithstanding the payment of any premium, this binder shall be considered a temporary and conditional binder and is expressly contingent upon receipt, review and acceptance of the subjectivities listed above. We must receive all of the items identified above by the Due Date listed above. If all of these items are not received within and accepted by us on or before that date, this temporary binder will, unless otherwise provided by law, automatically expire without further notice or action.

Binder Expires On: Upon Policy Issuance

Brittany Lannan
Senior Underwriter,Sompo Pro

POLICYHOLDER NOTICE

U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

AXIS PROFESSIONAL

April 6, 2018

Tyler Harden
Vice President
Marsh USA, Inc.
1166 Avenue of the Americas
New York, NY 10036

Re: Lieff, Cabraser, Heimann & Bernstein, LLP
Errors & Omissions Binder – Renewal
Lawyers Professional Liability

Dear Tyler:

Thank you for thinking of AXIS PRO. We are pleased to offer the following Binder Bill for the above captioned account.

Insurer: AXIS Surplus Insurance Company (Non-Admitted)

Firm and Address: **Lieff, Cabraser, Heimann & Bernstein, LLP**
275 Battery Street, 29th Floor
San Francisco, CA 94111

Policy Number: **ENN 793367/01/2018**

Policy Form: Memorandum of Insurance – MARSH (as expiring)

Policy Period: From 12:01 AM (Local time at the address stated in Item 1) on April 10, 2018
To 12:01 AM (Local time at the address stated in Item 1) on April 10, 2019

Limits /Premium:

Limit of Liability* - Inclusive of Defense Costs	Self-Insured Retention	Policy Period Premium**:
$4,000,000 Each Claim $4,000,000 Policy Aggregate quota share part of $15,000,000 Each Claim $15,000,000 Policy Aggregate	$1,000,000 Each Claim	Premium: **$173,985** (26.67% part of the full layer premium of $652,361)

*Equals Maximum aggregate Limit of Liability for all Claims
**Plus applicable surplus line taxes and fees

This insurance is issued pursuant to the CA INS s 1760 through CA INS s 1780 and is placed in an insurer or insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

Co-Surety Participants	Layer Limit	Full Layer Premium
Huntersure (Lead- 40%)	$15M/$15M	$652,361

Terms and Conditions:

- Follow form of the lead primary Policy Wording

Endorsements Effective at Inception:

- SOS-CA (11-06) Service of Suit Clause – California (as expiring)
- SLN-CA (09-11) California Disclosure Notice

Commission: 17.5%

Receipt, review and acceptance in writing by AXIS underwriters of the following additional information must occur after such additional information is received by you:

1. **Copy of co-surety policies (when issued)**

This insurance is through a surplus lines insurer on whose behalf we are authorized to act. Compliance with applicable laws including filings and payment of taxes and fees is the responsibility of the insured, the insurance agent or insurance broker. Please provide the license number of the surplus lines broker or surplus agent making the filing.

If any of the above requested items are not received, reviewed, and accepted by AXIS underwriters, and acknowledged as such in writing, by the above specified date then this Conditional Binder Bill and any policy issued pursuant thereto will be automatically deemed null and void *ab initio* (as if it had never existed) and have no effect. The payment of premium or the issuance of any policy shall not serve to waive the above requirements.

Further, a condition precedent to coverage afforded by this Conditional Binder Bill is that no material change in the risk occurs and no submission is made to the Insurer of a claim or circumstances that might give rise to a claim between the date of this Conditional Binder Bill and the inception of the proposed Policy Period.

Notice of Claim(s) to be sent:

AXIS PRO Claims
300 Connell Drive, Suite 8000
P.O. Box 357
Berkeley Heights, NJ 07922

Facsimile: (908) 508-4389
e-mail: USClaimNoticeBH@axiscapital.com

This Conditional Binder Bill is valid thru ninety (90) days from the date of this document.

Please consider this your invoice for accounting purposes. Remit payment to:

Payments by U.S. Mail:
AXIS U.S. Insurance
Wells Fargo Bank
P.O. Box 932745
Atlanta, GA 31193-2745
Attn: [insert Insured Name and Policy Number here]

Payments by Overnight Delivery:
Wells Fargo Bank, N.A.
3585 Atlanta Avenue
Hapeville, GA 30354
Attn: Lockbox 932745 re: [insert Policy Number here]

Wire Transfer Information:
Wells Fargo Bank, N.A.
Atlanta, GA
ABA Routing Number: 121000248
SWIFT Code: PNBPUS33
Account Name: AXIS U.S. Insurance
Account Number: 2000015141499
Reference: [insert Insured Name and Policy Number here]

AXIS Payment Terms -- Premium is due 30 days from the effective date of this policy.

These payment terms apply to policies written by AXIS Surplus Insurance Company, AXIS Specialty Insurance Company, AXIS Reinsurance Company and AXIS Insurance Company.

If you have any questions regarding premium payments to AXIS U.S. Insurance, please call the Premium Accounting Department at 678-746-9400.

For other questions, please speak with our underwriters. To locate the AXIS Insurance underwriting office nearest you, please see the Contact List on our website at www.axiscapital.com.

Thank you for all of your hard work and support. It is greatly appreciated.

Best regards,

John C. Lecci
Vice President
AXIS Insurance
AXIS PRO
1211 Avenue of the Americas, 24th Floor
New York, NY 10036
(212) 500-7869 – Direct
(718) 679-6210 – Mobile
(212) 940-3340 – Fax
john.lecci@axiscapital.com

STATE FRAUD STATEMENTS

Applicable in Alabama

Alabama Fraud Statement

"Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison or any combination thereof."

Applicable in Arkansas, Louisiana, Rhode Island, and West Virginia

Arkansas, Louisiana, Rhode Island, and West Virginia Fraud Statement

"Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

Applicable in Colorado

Colorado Fraud Statement

"It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies."

Applicable in District of Columbia

District of Columbia Fraud Statement

"Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant."

Applicable in Florida

Florida Fraud Statement

"Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree."

Applicable in Kansas

Kansas Fraud Statement

"A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto."

STATE FRAUD STATEMENTS

Applicable in Kentucky

Kentucky Fraud Statement

"Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime."

Applicable in Maine

Maine Fraud Statement

"It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits."

Applicable in Maryland

Maryland Fraud Statement

"Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

Applicable in New Jersey

New Jersey Fraud Statement

"Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties."

Applicable in New Mexico

New Mexico Fraud Statement

"Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties."

Applicable in New York

New York Fraud Statement

"Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation."

Applicable in Ohio

Ohio Fraud Statement

"Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud."

Applicable in Oklahoma

Oklahoma Fraud Statement

"WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony."

STATE FRAUD STATEMENTS

Applicable in Oregon

Oregon Fraud Statement

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

In order for us to deny a claim on the basis of misstatements, misrepresentations, omissions or concealments on your part, we must show that:

A. The misinformation is material to the content of the policy;
B. We relied upon the misinformation; and
C. The information was either:
    1. Material to the risk assumed by us; or
    2. Provided fraudulently.

For remedies other than the denial of a claim, misstatements, misrepresentations, omissions or concealments on your part must either be fraudulent or material to our interests.

With regard to fire insurance, in order to trigger the right to remedy, material misrepresentations must be willful or intentional.

Misstatements, misrepresentations, omissions or concealments on your part are not fraudulent unless they are made with the intent to knowingly defraud.

Applicable in Pennsylvania

Pennsylvania Fraud Statement

"Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

Applicable in Puerto Rico

Puerto Rico Fraud Statement

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

Applicable in Tennessee, Virginia and Washington

Tennessee, Virginia and Washington Fraud Statement

"It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."

Starr Surplus Lines Insurance Company

Date April 6, 2018

To	Tyler Harden	From	Ester Larkin 399 Park Ave, 8th Floor New York, NY 10022
Company	Marsh USA, Inc 1166 Avenue Of The Americas New York, New York 10036	Phone	212-401-5667
Phone	2123454263	Email	ester.larkin@starrcompanies.com
Email	tyler.harden@marsh.com		

Dear Tyler

We are pleased to confirm the binding of the following coverage in accordance with our indication letter dated 4/6/2018 and subject to the conditions set forth below

Insured Name:	Lieff, Cabraser, Heimann & Bernstein
Insured Address:	275 Battery Street, 29th Floor San Francisco, CA 94111
Type of Insurance:	Excess Lawyers Professional Liability
Policy Number	1000600209181
Policy Form:	Marsh MOI
Insurance Company:	Starr Surplus Lines Insurance Company
Policy Period:	April 10, 2018 To April 10, 2019
Retroactive Date:	To Follow Primary
Pending & Prior Litigation Date	April 10, 2018
Binder Expiry Date:	May 10, 2018

Coverage Section	Limit Of Liability (Inclusive of Defense Costs)		Excess Attachment Point		Premium (One Year) **
Excess Lawyers Professional Liability	$ 5,000,000	Per Claim	$ 15,000,000	Per Claim	$50,000
	$ 5,000,000	Annual Aggregate	$ 15,000,000	Annual Aggregate	
		Part of			
	$10,000,000	Per Claim			plus any applicable Surplus Lines Tax &/or Filing fees
	$10,000,000	Aggregate			

** Premium does not include any applicable Surplus Lines Taxes and/or Filing Fees

Discovery Period

a. To Follow Primary

Endorsements:		Form Number:
1	OFAC Endorsement	SILC FL 089 XS (10-12)
2	Reliance Endorsement (Other Applications)	SILC FL 095 XS (10-12)

The commission payable is **17.5%**

Terms and Conditions

1	This binder is strictly conditioned upon no material change in the risk, including a notice being made to the insurer of a claim or circumstance that might give rise to a claim, between the date of this binder and the policy inception date. In the event of such a change in risk, the insurer may, in its sole discretion, amend or withdraw this binder.
2	All other terms and conditions as per the policy bound, including the endorsements referenced herein.
3	The above binder does not include any amount with respect to Surplus Lines Taxes and/or Stamping Fees. The broker named above is responsible for the filing, collection and payment of any and all Surplus Lines Taxes and Stamping Fees.

The binder is subject to receipt, review and written acceptance by Starr Companies of the following items within ten (10) days of the policy inception date unless a different due date is specified herein. If we do not receive and accept such items listed below on or before the due date(s), we reserve the right to amend or withdraw this conditional binder.

Subjectivities:

1	Copy of primary and quota share binders and policies

Important: In order to complete the underwriting process, we require that you send us the additional information requested at the beginning of the letter. We are not required to bind coverage prior to our receipt, review and underwriting approval of the above information. However, if we do bind coverage prior to such approval, it shall be for a period of not more than 10 days. Such binding of coverage shall be void ab initio ("from the beginning") if we have not received, reviewed and approved in writing such materials within 10 days from the effective date of the binder. Payment of premium shall not operate to extend the binding period or nullify the automatic voiding as described above.

Thank you for selecting Starr Surplus Lines as a market for your business. Please call with any questions.

Thank you for the opportunity,

Sincerely,

Ester Larkin

Ester Larkin
Senior Underwriter

*************SURPLUS LINES NOTICE *************

The coverage as stated above is being bound on a surplus lines-non admitted basis. As a condition of binding the above coverage, the broker/agent warrants the following:

1) The broker/agent holds the surplus lines license in the state where coverage will be provided to the Insured, and accepts the full obligation to comply with each state's surplus lines laws and regulations in conjunction with this transaction.
2) The broker/agent accepts full responsibility for compliance, including but not limited to, the filing of the surplus lines affidavit (as per the state's requirements), and the collection and remittance of the surplus lines tax and any applicable stamping fee on 100% of the premium of this policy. The broker/agent's acceptance of these requirements is to be confirmed by completing, signing and dating the attached Surplus Lines Confirmation form.

QBE Professional & Financial Lines

Insurance Binder

Policy Number:	QPL0882151			
Insured:	Lieff Cabraser, Heimann, & Bernstein LLP			
Address:	275 Battery St 29th Floor San Francisco, CA 94111			
Class:	Lawyers Professional Liability			
Policy Form:	Marsh Memorandum of Insurance			
Insurer:	QBE Specialty Insurance Company			
Limit of Liability:				
	Any one claim	$10,000,000	Aggregate	$10,000,000
	Excess of	$15,000,000	Aggregate	$15,000,000
Participation:				
	QBE Portion	50.00%		
	QBE Limit any one claim	$5,000,000	Aggregate	$5,000,000
Retention:				
	Each and every claim	$1,000,000		
Sub-limits of liability:	None			
Premium:				
	QBE Premium:	$50,000		
	Layer Premium:	$100,000		
Primary Insurer:	Huntersure			
Retroactive date:	Unlimited			
Professional Services:	Attorneys at law			
Period of Cover:	12.01AM 10 April 2018 to 12.01AM 10 April 2019			
Endorsements	None			
Commission:	17.50%			
Expiry of Binder:	Upon policy issuance			
Credit Terms:	45 Days from date of inception			
Subjectivities:	Copies of all underlying signed binders and polices/MOIs Completion of attached Surplus Lines Product Information form.			
Comments:	None			

QBE Professional & Financial Lines

Insurance Binder

It is warranted that any additional jurisdictional taxes or surcharges payable outside of those required to be remitted to US jurisdictions by QBESIC, including but not limited to UK Insurance Premium Tax (UKIPT) and International Premium Tax (IIPT) are the responsibility of the Insured and/or Licensed Broker.

For and on behalf of: QBE Specialty Insurance Company

Regards, April 6, 2018



Waas Porter
QBE North America
(860) 408-3346
waas.porter@us.qbe.com

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding the reappointment of Elizabeth Gebre to the Parks and Recreation Advisory Board

Fiscal Impact

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

PURPOSE/BACKGROUND:
This board consists of 15 members appointed by the City Council. There is no City residency requirement, terms are for three years; unexpired terms must be filled and there is no limit to the number of terms that may be served. Ms. Gebre sits in a seat designated as a Ward 5 appointment. She is eligible and wishes to be reappointed.

RECOMMENDATION:
Options are:
Reappoint Ms. Gebre or direct staff to bring forward an item to a future meeting to appoint a new member to fill the seat designated for Ward 5.

BACKUP DOCUMENTATION:
Current Listing and Authority

5-2-2018

PARKS & RECREATION ADVISORY COMMISSION

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	**ADROUSHAN (ANDY) ARMENIAN** Mayor Goodman's Appointment	6-4-2008 (Reappt 1-21-2009) (Reappt 2-1-2012) (Reappt 2-4-2015) (Reappt 3-21-2018)	2-5-2021
2.	**MELODY HOWARD** Ward 6 Appointment	12-6-2017	12-6-2020
3.	**MICHAEL R. AKER, SR.** Ward 3 Appointment	10-4-2006 (Reappt 11-15-2006) (Reappt 12-2-2009) (Reappt 11-7-2012) (Reappt 11-18-2015)	12-12-2018
4.	**ERIC FOEMMEL** Ward 1 Appointment	2-7-2018	2-7-2021
5.	**RICHARD BECKER** Ward 4 Appointment	10-3-2012 (Reappt 12-19-2012) (Reappt 1-6-2016)	1-7-2019
6.	**STEVEN NEIGER** Ward 4 Appointment	11-15-2015 (Reappt 1-3-2018)	12-3-2021
7.	**ARMANDO LOZANO** Ward 3 Appointment	2-15-2017	2-15-2020
8.	**AUDREY ASSELIN** Ward 4 Appointment	11-15-2017	11-15-2020
9.	**MALCOLM D. WHITE** Mayor Appointment	11-7-2001 (Reappt 4-7-2004) (Reappt 3-7-2007) (Reappt 3-17-2010) (Reappt 3-6-2013) (Reappt 5-4-2016)	4-7-2019
10.	**LISA B. SHERMAN** (Formerly Lisa Cavaretta) Mayor Appointment	4-1-1992 (Reappt 4-5-1995) (Reappt 3-23-1998) (Reappt 3-7-2001) (Reappt 3-17-2004) (Reappt 3-7-2007) (Reappt 3-17-2010) (Reappt 3-6-2013) (Reappt 5-4-2016)	4-1-2019
11.	**ELIZABETH GEBRE** Ward 5 Appointment	7-1-2015	4-15-2018
12.	**BOB BRIARE** Ward 1 Appointment	9-20-2017	9-20-2020
13.	**MIKE HENLEY** Ward 2 Appointment	11-16-2016 (Reappt 04-18-2018)	4-15-2021
14.	**WILLIAM MCCURDY** Ward 5 Appointment	12-5-2001 (Reappt 1-22-2003) (Reappt 1-18-2006) (Reappt 1-21-2009) (Reappt 2-15-2012) (Reappt 3-4-2015) (Reappt 5-2-2018)	2-20-2021
15.	**LARRY SCHULTZ** Ward 6 Appointment	1-6-2016 (Reappt 12-6-2017)	11-19-2020

ON APRIL 12, 2000 MEMBER JEANNE A. ROBERTS WAS NAMED "MEMBER EMERITUS" BY THE PARKS AND RECREATION ADVISORY COMMISSION FOR HER LONG SERVICE TO THIS COMMISSION.

ON NOVEMBER 14, 2007 MEMBER DR. DONALD ROMEO WAS NAMED "MEMBER EMERITUS" BY THE PARKS AND RECREATION ADVISORY COMMISSION FOR HIS LONG SERVICE TO THIS COMMISSION.

NOTE: On 1-8-1992 the Council adopted Bill 91-1977, which terminated the Golf Board and added the functions previously handled by the Golf Board as functions of the Parks & Recreation Board.

AUTHORITY: LVMC 2.42

MEMBERS: 15 members appointed by the City Council. (Increased from 11 to 15 on 2-6-1991, Ord. 3554)

TERM: 3 years (no limit to number of terms)
(Must fill unexpired terms)

NOTES: No City residency requirement.
NO FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70, PER Ordinance 5346, adopted 8-1-2001.

MEETINGS: Meets 1st Tuesday of each month, 4:00 P.M., 495 South Main Street 2nd Floor Clerk's Conference Room

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action regarding annual review of City Manager Scott D. Adams

Fiscal Impact

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

PURPOSE/BACKGROUND:
Yearly performance review of the City Manager Scott D. Adams

RECOMMENDATION:
Staff to follow Council's direction

BACKUP DOCUMENTATION:
1. Notice of Meeting - Annual Performance Review, Scott D. Adams
2. City Manager Performance Evaluation Memo - FY18 Accomplishments
3. Fiscal Year 2018 City of Las Vegas Accomplishments
4. PowerPoint - Fiscal Year 2018 Annual Review

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

LOIS TARKANIAN
Mayor Pro Tem

STAVROS S. ANTHONY
BOB COFFIN
STEVEN G. SEROKA
MICHELE FIORE
CEDRIC CREAR

SCOTT D. ADAMS
City Manager

June 27, 2018

Mr. Scott Adams
City Manager
City of Las Vegas
495 South Main Street
Las Vegas, Nevada 89101

RE: Notice of Meeting of the City Council to discuss the City Manager's Annual Performance Review

Dear Mr. Adams:

In connection with your performance evaluation, and under the requirements of NRS 241.031, the City Council may consider your character, alleged misconduct, competence or health at its meeting on Wednesday, August 1, 2018. The meeting will begin at 9 am at the City Council Chambers, 495 South Main Street in Las Vegas, Nevada. The meeting is a public meeting and you are welcome to attend. The Council may consider the following general topics: Your performance as City Manager, your job description, your job duties, and matters properly related thereto. You are invited to attend the session, have an attorney or other representative of your choosing present, present written evidence, and provide testimony and present witnesses relating to your character, alleged misconduct, professional competence, or physical or mental health.

If the Council determines it necessary after considering your character, alleged misconduct, professional competence, or physical or mental health it may also take administrative action for or against you at this meeting. This informational statement is in lieu of any notice that may be required pursuant to NRS 241.034.

This notice is provided to you under NRS 241.033.

Sincerely,

Dan Tarwater

Dan Tarwater,
Human Resources

I, DAN TARWATER, hereby swear or affirm under penalty of perjury, that in accordance with NRS 241.033, I served the foregoing Notice of Meeting of the Las Vegas City Council to consider character, alleged misconduct, competence, or health by personally serving it on Scott Adams at 495 S. Main St., L.V., NV. 89101, on this 27 day of June, 2018.

Dan Tarwater

Signature of person making service

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011 | VOICE
711 | TTY

cityoflasvegas
lasvegasnevada.gov

Memorandum

Date: August 1, 2018

To: Mayor Carolyn G. Goodman
Mayor Pro Tem Lois Tarkanian
Councilman Bob Coffin
Councilman Anthony Stavros
Councilwoman Michele Fiore
Councilman Steven G. Seroka
Councilman Cedric Crear

From: Scott D. Adams, City Manager

Re: FY18 Accomplishments Summary

As part of my 2018 annual review, it is my privilege to present to you the significant accomplishments I've made over the past year as your new City Manager.

The highlights of this past year are summarized in the following:

- Full City Manager's Team in place
- Council adopted new strategic plan and priorities
- Completed plans for succession planning and training
- Two housing projects pending in Symphony Park
- Established a neighborhood development program for At-Risk Communities
- Built the Healing Garden as a new park
- Agreement with World Market Center for a new convention center
- Supported UNLV School of Medicine and planning of a new parking garage
- Secured United Soccer League Franchise, Las Vegas Lights FC, through a 5-year lease at Cashman
- Completed a one-year pilot of the Courtyard Homeless Resource Center "pop-ups," over 1,000 homeless people off the streets
- Issued two medium-term bonds for $19.45 million and $21.65 million for the Corridor of Hope, Fire Station 3, and the Fremont Street Experience canopy upgrade
- Adopted automatic residential fire sprinkler ordinance

- Launched the Mayor's Fund to improve private and philanthropic funding for the city priorities and initiatives
- Launched the Downtown Loop and Fremont East Autonomous Shuttle
- Renovated and opened two new Strong Start Academies
- Designed a public engagement plan for golf course and open space repurposing (All Wards)
- Provided response and recovery support for the October 1 incident
- Agreement with Fremont Street Experience on $33 million capital improvement to the FSE canopy
- Achieved National Civic League All-America City Award
- Overall employee engagement increased from the prior fiscal year by 5%
- Achieved a balanced budget which included the City Council's priorities of public safety, neighborhood development and homelessness

As you know, I came into the office and established a 100-Day plan which is summarized below, but I also added how we addressed City Council priorities as well as other major accomplishments. A detailed appendix of all city accomplishments by department are attached, and my FY19 goals are listed at the end of this memo.

100-Day Plan

1. **Goal: Reorganization of the City Manager's Office**
    a. Stronger facilitation and tracking of City Council action requests
    b. More extensive internal communication among CMO Team with Department Directors
    c. Increased internal policy communication

    Results to Date:
    - Full City Manager's Team in place
    - Completed Executive Retreat
    - Created better organized online policy library

2. **Goal: Enhanced Strategic Vision**
    a. Visit with each Council member to identify top 3 – 5 priorities for each Ward
    b. Build from City by Design to create a more comprehensive citywide strategic plan
    c. Integrate Council priorities with strategic vision

    Results to Date:
    - Developed high-level plan for a Council strategic planning process
    - Visited with each Council Member on priorities

- Council adopted new strategic plan and priorities

3. **Goal: Return to and Expand Neighborhood Development**
    a. Integrate with Planning Department Long Range Planning function
    b. Include key neighborhood issues in new strategic vision
    c. Integrate with CMO action request tracking
    d. Focus on neighborhoods at-risk
    e. Consider a greatly expanded neighborhood competitive matching capital improvement fund

Results to Date:

- Programs currently under development
    - Multifamily Residential Improvement Program
    - Vacant Building and Abandoned Properties Program
    - Neighborhood Grant Program
    - On-line virtual services accessible by all neighborhoods and community groups
- Next Steps
    - Develop an expansion program
    - Community partnership opportunities
    - Funding sources and mechanisms

4. **Goal: Maintain Momentum of Downtown Redevelopment**
    a. Keep focus on downtown plan implementation
    b. Continue efforts in the Las Vegas Medical District
    c. Develop downtown housing
    d. Development of more parks and open spaces
    e. Continue commitments to Symphony Park and Cashman as sites for catalytic city investments in healthcare, housing and sports

Results to Date:

- Developed final draft of Downtown Investment Plan focusing on plan implementation (Parks, LVMD, Symphony Park)
- Two housing projects pending in Symphony Park
- 51's relocation opens Cashman to a firm commitment
- Built the Healing Garden as a new park
- Exploring land for purchase for new parks

5. **Goal: Build New Frontiers in Economic Development**
    a. Make the Northwest Business Park a reality
    b. Reposition downtown for conventions and meetings
    c. Innovation District (added)

Results to Date:

- Finalized NW 640 acre business park master plan
- Agreement with WMC for a new convention center
- Creating strategic partnerships with tech companies in the Innovation District (US Ignite-Cox, Verizon, Switch)

6. **Goal: Continue Succession Planning and Training**
   a. Significant outmigration will reinforce budget underruns
   b. Need for more internal training to build bench
   c. Aggressive recruitment

Results to Date:

- Made this our Thematic Goal which involved all employees
- Completed a citywide and departmental plan for training

City Council Priorities

1. **Economic Development**

- Economic and Urban Development:
  - Reached agreement with owner/operator for new year-round convention center downtown
  - Supported UNLV School of Medicine and planning of a new parking garage
  - Agreement with Fremont Street Experience on $33 million capital improvement to the FSE canopy
  - Secured United Soccer League Franchise, the Las Vegas Lights FC, through a 5-year lease at Cashman
  - Two new housing projects in Symphony Park (Begin Spring 2019)
  - Achieved approval by the Governor and U.S. Treasury for qualified opportunity zones over 22 census tracts covering property in Council Wards 1, 3, and 5

- Planning:
  - Establishment of PACE (Property Assessed Clean Energy)
  - Designed a public engagement plan for golf course and open space repurposing (All Wards)

- Parks and Recreation:
  - Completed 9 CIP projects throughout CLV Parks and Facilities

- First inclusive playground at the Justice Myron E. Leavitt & Jaycee Park (Ward 5)

- Finance:
  - Issued two medium-term bonds for $19.45 million and $21.65 million for the Corridor of Hope, Fire Station 3, and the Fremont Street Experience canopy upgrade

2. Public Safety/Homelessness

- Fire & Rescue:
  - Adopted automatic residential fire sprinkler ordinance
  - Reopened Fire Station 103

- Department of Public Safety:
  - Certified Marshals assigned to MORE outreach teams that actively engage with homeless residents to encourage them to participate in homeless services and assist Rapid Response teams with homeless encampment clean-ups

- City Attorney Criminal Division:
  - Partnered with LVMPD and other service providers with the opening of the Family Justice Center, a "one stop shop" that assists victims of domestic violence, sexual assault and human trafficking. The Criminal Division maintains a satellite office to offer services to victims and assist officers investigating cases
  - Partnered with LVMPD to assist with improvements and crime prevention efforts in "Project Daybreak", a program to improve the quality of life for residents located in the area of Sunrise Avenue, between 21st Street and Eastern. Project Daybreak hosted a resource fair which the Criminal Division and Muni Court were present to quash warrants for residents and answer questions regarding criminal cases in our system

- Municipal Court:
  - Implemented Homeless Warrant Program

- Information Technologies:
  - Launched the GoVegas Mobile App – Homeless Services

- Office of Community Services:
  - Completed one-year pilot of the Courtyard Homeless Resource Center "pop-ups" – over 1,000 homeless people off the streets

- Youth Development and Social Innovation:
  - Launched the Mayor's Fund to improve private and philanthropic funding for city priorities and initiatives
  - Collaborated with the SNRHA on the ConnectHome demonstration project to bridge the digital divide and increase digital literacy to 350 residents in public housing

- Operations and Maintenance:
  - Transfer/Land Exchange – Acquired 310 Foremaster in exchange for 1401 Las Vegas Blvd N to Carriage Services/Alderwoods on behalf of Community Services for the Corridor of Hope Master Plan

3. Transportation

- Planning:
  - STAR Communities and CLV Master Plan – The City anticipates increasing its overall scores to show measureable project in Downtown – the addition of High Capacity Transit

- Public Works:
  - Launched the Downtown Loop and Fremont East Autonomous Shuttle
  - Achieved Silver Status as a Bicycle Friendly Community from the League of American Bicyclists
  - Secured $500,000 in RTC funds to reduce reliance on annual CIP room tax allocations for traffic signal upgrades

4. Education

- Youth Development and Social Innovation:
  - Renovated and opened two new Strong Start Academies

- Department of Public Safety:
  - Volunteered for several outreach community events to support the Community Oriented Policing initiative, of which more than 10,426 citizens attended

- Parks and Recreation:
  - Hosted a youth soccer skills night with the Las Vegas Lights FC

- Office of Cultural Affairs:
  - Collaborated with Public Works to complete the renovation of Charleston Heights Arts Center to accommodate increasing demand for arts education space

Other Major Accomplishments

1. **Budget 2019**

- CMO:
  - Achieved a balanced budget which included the City Council's priorities of public safety, neighborhood development and homelessness
  - Reduction of almost $3.9 million decrement from non-public safety departments reflected in FY19 budget which contributed to the City's FY19 programmatic budget goals
  - Established Team 2020

- Office of Cultural Affairs:
  - Revenue actuals will exceed the city's budgeted goal. Projecting to exceed the budget by 50%

2. **Community Engagement Survey**

- Office of Administrative Services:
  - Facilitated the survey creation, dissemination and results

- Building and Safety:
  - Implemented a quarterly multi-jurisdictional meeting to discuss common issues among the jurisdictions
  - Implemented bi-monthly Director's Advisory Panel meetings to meet with industry professionals from the building and civil sectors giving an opportunity for then to share their feedback

- Planning:
  - Code changes and text amendments to streamline development requirements and improve community/quality of life standards

- Office of Administrative Services:
  - Notable short-term increases from 2016 to 2017 in quality of emergency response and the feeling of safety in neighborhoods at night

- Notable long-term increases from 2013-2017 in economic development
- Las Vegas excels in the quality of fire and emergency services, quality of customer service, and parks and recreation programs/services, effectiveness of city communication, enforcement of city codes/ordinances and maintenance of city streets compared to other cities with populations of 500,000 or more

3. Employee Engagement Survey

- Office of Administrative Services:
  - Facilitated the survey creation, dissemination and results
  - Overall employee engagement increased from the prior fiscal year by 5%
  - Completed 62 facilitations for the Thematic Goal

4. October 1

- Citywide:
  - Provided response and recovery support for the October 1 incident
  - Organized the visit of Vice President Pence

- Office of Administrative Services:
  - Emergency Management personnel provided support in the Multi-Agency Coordination Center (MACC) at Clark County Fire Station 18 and the Family Assistance Center at the Las Vegas Convention Center

- Human Resources:
  - Provided expert guidance, assistance, and referrals to departments and affected employees

- Youth Development and Social Innovation:
  - Held a citywide unity prayer walk and hosted Vice President Pence following the tragedy
  - Established the Community Healing Fund and raised $92,206 to maintain the community Healing Garden, public art, and programs or services that support recovery following the aftermath

- Office of Cultural Affairs:
  - Partnered with Get Outdoors Nevada to preserve mementos and artifacts left at the Healing Garden

- Collaborated with Communications and Parks & Rec through the Hearts4Vegas campaign and other items sent to the city from around the world

- Operations and Maintenance:
  - NV Energy Easement for Community Healing Garden

5. Awards

- Youth Development and Social Innovation
  - Achieved National Civic League All-America City Award

- Information Technologies:
  - City wins the Thomas H. Muehlenbeck Award for Excellence in Local Government presented by the Alliance for Innovation to government agencies using technology to serve communities for its pioneering work with Amazon Alexa
  - The Harvard Technology & Entrepreneurship Center presents the City with its award for excellence and innovation in Advanced Mobility
  - City wins two "Smart 50" award at the Smart Cities Connect annual conference. One for a project involving the first autonomous shuttle operating on an open public street and another leveraging video analytics to support public safety
  - The City is ranked #1 for transparency by the Sunlight Foundation in the U.S. City Open Data Census for its Open Data program
  - The City receives the Green Alliance Award in recognition of our community's impact in leading Nevada's sustainability movement

- Fire & Rescue
  - Received the State of Nevada for Crisis Response Team Pilot Program grant for $1.9 million
  - Received the American Heart Association Mission Lifeline Recognition Gold Achievement Award
  - Received Cardiac Arrest Registry to Enhance Survival (CARES): Hallmark Award, 10 Years Milestone Participation.
  - Recognized as "Team of the Year" by Association of Public-Safety Communications Officials (APCO). Award to be presented at National Conference in August 2018

- Office of Community Services:
  - Received the Lead Based Hazard Control grant of $1.4 million

- Office of Communications:
  - KCLV won its third Emmy Award for a feature called “Chief for a Day”
  - CLV continues to be a national leader in social media – CLV had over 2.4 million interactions on social media over the last year

Additionally, coming out of these results and in consideration of the Council’s new priorities I am committing to the following goals for FY 2019 – 2020:

FY19 Goals:

1. Team 2020 – resolving the structural deficit
2. Complete and execute findings of public safety and fire studies
3. Lead a regional stakeholders group to form a regional homeless non-profit and develop a concept plan for a regional network of homeless services and facilities
4. Finalize an implementation plan to start phase 1 development of the Northwest Business Park
5. Define and develop a plan for a quality of life bond scope and process
6. Cashman – RFP focus: site redevelopment commitment or MLS commitment

Attachment

FY18 City Accomplishments by Department Appendix

1. **Orlando Sanchez, Deputy City Manger**
   - Fire and Rescue
   - Municipal Court
   - Public Safety

2. **Jorge Cervantes, Chief Operations and Development Officer**
   - Operations and Maintenance
   - Parks and Recreation

3. **Gary Ameling, Chief Financial Officer**
   - City Clerk
   - Finance
   - Human Resources
   - Information Technologies

4. **Karen Duddlesten, Chief Community Services Officer**
   - Economic and Urban Development
   - Office of Community Services
   - Office of Cultural Affairs
   - Youth Development and Social Innovation

5. **Tom Perrigo, Executive Director of Community Development**
   - Building and Safety
   - Planning
   - Public Works

6. **Ted Olivas, Chief of Staff – Office of Administrative Services**

7. **David Riggleman, Director - Office of Communications**

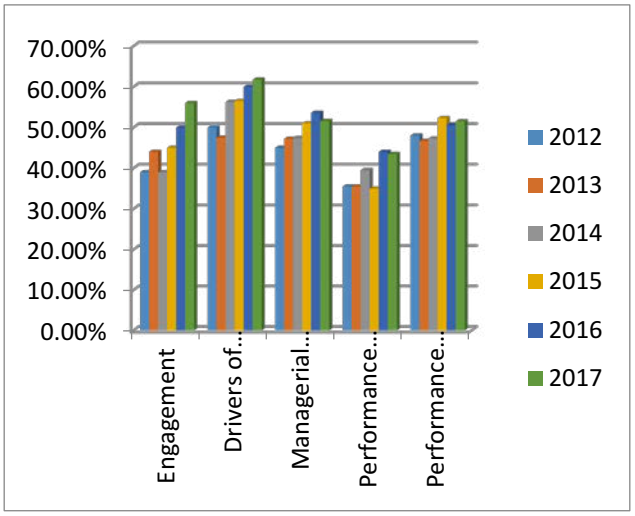
ORLANDO SANCHEZ – DEPUTY CITY MANAGER

Fire & Rescue:

- Successfully adopted automatic residential fire sprinkler ordinance.
- Re-opened Fire Station 103 (Upland/Jones)
- Implemented Crisis Response Team (Mental Health first responder unit)
- Launched Multi-Residential Building Inspection Program in Wards 1, 3 and 5
- Initiated Nurse Call Line in Fire Communications Center
- Implemented Community Risk Reduction Program (Safe Key, Community Outreach and Education, Smoke Detector Program)
- Implemented Employee Wellness and Recognition Program
- Received support and direction from City Council to implement a Community Paramedic Program

Municipal Court:

- Streamlined court contracting
- Replaced Audio/Visual official record system
- Implemented new Credit Card Electronic Transaction Fee
- Became first court to electronically report convictions to DMV
- Revamped line staff performance evaluations
- Created Compliance pilot Project
- Implemented Homeless Warrant Program
- Participated in Homeless & Veteran's Stand down
- Graduated 64 individuals from Specialty Courts, a 16% increase over FY 17.
- Obtained new annual Federal Grant funding for expanded Specialty Courts in excess of $400,000 per year.
- Obtained a Federal Grant for Body Worn Cameras for Court Marshals.
- Had all marshals certified in the use and deployment of AED's and Narcan in the field for emergency response in cooperation with LVFR.



- Expanded Pre-Trial OR Release program averaging over 110 quick releases from the city Jail per month.
- Employee Engagement up over 10% over prior fiscal year and almost 44% since FY 12 (39% to 56%)

Public Safety:

- Completed the Body-Worn Camera pilot program. Working with IT to get the network connections established. Once complete Axon will come to Las Vegas for four days to provide training.
- Deputy City Marshals had 10,490 calls for service, made 959 arrests and issued 1,337 citations.
- The Deputy City Marshal Criminal Investigations Section was responsible for making a total of 23 arrests, submitted 10 arrest warrants, cited 23 subjects and processed 183 cases.
- Animal Control received 36,377 calls for service and processed 11,004 intakes at The Animal Foundation.
- Control answered 86,827 calls; 87% of calls were dispatched within 2 minutes.

Homelessness

- Two Deputy City Marshals (DCM's) attended 40-hours of training and became certified experts in the area of homeless outreach and available services. They were designated Multi-agency Outreach Resource Engagement (MORE) team members. MORE is a collaborative project between Las Vegas Metropolitan Police Department (LVMPD) and the City of Las Vegas and includes partners from HELP of Southern Nevada, US Vets, Salvation Army, WestCare and Teen Challenge. The team proactively engages with the homeless to encourage them to participate in homeless services and programs.
- DCM's assigned to the MORE team began working closely with LVMPD's Downtown Area Command (DTAC), the City of Las Vegas Department of Community Services and several service providers to conduct homeless outreach two days a week throughout city parks and focused areas within downtown Las Vegas.
- Assisting the Rapid Response Team as they respond to calls such as homeless encampment clean-ups. DPS provides security and protection detail while also assisting in providing resources to the homeless encountered during these assists. DPS is involved in a minimum of three collaborative initiatives per week with the Rapid Response Team.
- Sunrise is a collaborative effort with City of Las Vegas and LVMPD. This effort involves clean-up in the community off of 21st and Sunrise through engaging the neighborhood in taking ownership of their community using a variety of community clean-up events to include law enforcement presence. Also, decreasing crime in the area by showing a larger presence of law enforcement. These efforts will have a major impact on the neighborhood's overall appearance and crime levels.

Education/Community Engagement

- Our DPS family gave back to the community through various Community Oriented Policing (COP) activities and events; some of these activities included mentorship at Veterans Tribute Career and Technical Academy (VTCTA), attendance and participation at Law Enforcement Appreciation Day (LEAD), National Night Out, Project Homeless Connect and numerous Recruitment Fairs.
- DPS volunteered and taught at more than 73 various outreach events throughout our community, providing educational programs to include Bike Rodeos, Career Days, Civilian Active Shooter, Gun Safety, Holiday Safety, Health and Wellness, Internet Safety, Narcotics Education

and Stranger Danger. These events were attended by more than 10,426 citizens and strengthened our Community Oriented Policing initiative.

Awards

- The Safety Officer Award Recognition (SOAR Award) is presented by The Rotary Clubs of Southern Nevada to honor officers who perform their jobs in an outstanding manner. In August 2017, S*OAR Awards* were presented to DCMs Phil Bowler and Lisa MacGregor, for saving a woman's life who was threatening to jump from the City Hall Parking Garage.

JORGE CERVANTES – CHIEF OPERATIONS AND DEVELOPMENT OFFICER

Operations and Maintenance:

Facilities Management:

- Completed 4,198 routine work orders, including 1,095 for carpentry, 967 for electrical, 1,024 for HVAC, 194 for painting, and 918 for plumbing
- Managed 24 facility component service contracts with total expenditures of $1,500,000
- Completed internal special projects as listed below
    - Roof projects at FS 43, 44, 45, Detention buildings 3 and 4
    - Office remodels at City Hall Vista Room, WSC, City Hall Yoga room, and DSC-OIT
    - Completed remodel and partial floor buildouts for DSC 6th, 7th, 8th and 9th floors
    - Completed ESC Fleet painting and LEED upgrade
    - Upgraded Charleston Heights power
    - Completed AC replacements at FS #2 and #8
    - Provided support for Courtyard and Healing Garden setups
- Administered Capital Improvement projects as listed below
    - DSC Elevator upgrades
    - D&E Culinary roof replacement
    - VMLSC HVAC controls upgrade
    - Durango YMCA HVAC controls upgrade
    - NW Marshal substation gate installation
    - City Hall 1st floor remodel (Administrative Services)
    - 2 park walking track soft surface replacements,
    - Variety Day Care building demolition
    - 1401 Las Vegas Boulevard building demolition

Fleet & Fuel Services:

- Provided fleet maintenance services for over 1,200 units
- Provide for fueling operational and environmental requirements at 19 fuel sites, over 800,000 gallons of fuel to be dispersed this year with respective departments receiving fueling reports for review
- Met final requirements and closed out Nevada Department of Environmental Protection case for FS-1 fuel tank leak mitigation and site restoration

- Provided for specification and procurement of vehicle capital replacements at a total value of $6.6M. Specialty procurements included mobile preschool, show-mobiles, F&R pump trucks, F&R ladder truck, street traffic button placement truck, sewer cleaning vactor, street sweepers, skid steers, backhoes, and large dump trucks
- Executed amendment to agreement with Southern Nevada Housing Authority to increase cap for CLV provided fleet and fuel services
- Executed agreement with Nevada Department of Transportation for federal funding of up to $1.2M for compliant street sweeper replacements
- Reviewed and assessed existing equipment inventory at Durango Hills Golf Course to identify current and future replacement needs
- Auctioned off retired CLV vehicles and equipment for net receipts of approximately $600K

Parks & Grounds Maintenance:

- Provided for routine maintenance services at 78 city parks, with 1,268 develop acres and 460 acres undeveloped: Activities include trash collection, trash receptacle service, turf maintenance, amenity service and cleaning, restroom service, tree and plant maintenance, dog park service, and sports filed maintenance: Component inventories include 460 acres of natural turf, 11 multi-cell dog parks, 23 water play areas, 1,500 external trash receptacles, 404 picnic pavilions (including shades), 287 drinking fountains, 48,000 trees, 76 restroom facilities, 28 synthetic turf sports fields (53 acres), 87 natural turf fields, 34 basketball courts, 29 tennis courts, 21 bocce ball courts, 128 playground shade structures, and 135 playground sets
- Provided for contractor maintenance of medians and facility grounds at annual cost of $500K
- Completed special component upgrade activities as listed below
    - Landscaping upgrades at Firefighters Park
    - Turf conversion at Veterans Memorial Park
    - Dog park upgrades at Centennial Hills Park
    - Replaced middle playground and soft surface Fitzgerald Tot Lot (contracted
    - Painted fence and light poles Kellogg-Zaher Soccer Complex (contracted)
    - Walking track resurfaced Charleston Neighborhood Preservation Park (contracted)
    - Walking track resurfaced at Wayne Bunker Park (contracted)
    - Installed new fencing and netting along east side of soccer field at Doug Selby Park (contracted)
    - Installed Autistic playground equipment at Gilcrease Brothers Park
    - Constructed Pétanque Court improvements at Bruce Trent Park
    - Completed dog park improvements and added new amenities to Kellogg-Zaher Park
    - Completed small turf conversion to rock-scape improvements (325 tons of 1” rock and 100 tons of 3”-8” rock) and addressed screening shrubbery to mitigate illicit activities and associated staff and public safety concerns at Lorenzi Park
    - Bradley Bridle Park - Equestrian arena sand and perimeter rail replacement (to be complete June 2018)
    - Completed TLC projects at Pioneer, Garehime Heights, Ansan, and Firefighters Parks.
    - Completed landscape improvements at Oscars River
    - Completed tree upgrade projects in downtown, various parks and medians on Bannie, Pinto and Silver, replacing over 150 trees
- Completed report detailing downtown tree inventory and maintenance considerations
- Drafted park condition assessment procedure and assessed 37 parks

Real Estate:

- Addressed and closed audit items for Sportspark and Durango Hills Golf Course
- Provided for management of 134 contracts
- Completed sale and purchase activities as listed below
    - NSP Program: Sold 2 homes to private individuals within the NSP program
    - Sold remnant land at Charleston & Casino Center (proceeds went back to RTC)
    - Land Exchange for Boundary Line Adjustment between Royal Links & the City (WPCF)
    - Acquisition of land adjacent to Community Healing Garden for a parking lot
    - Donation (Interlocal Agreement) of Future Smiles modular to CCSD
    - Transfer/Land Exchange – acquired 310 Foremaster in exchange for 1401 Las Vegas Blvd N. to Carriage Services/Alderwoods on behalf of Community Services for the Corridor of Hope Master Plan
    - Acquired 14 properties within West Las Vegas from New Jerusalem Church
- Completed agreement activities as listed below
    - Leaseback Agreement for West Las Vegas properties
    - 2nd Amendment to Amended & Restated Interlocal Agreement for the EOC at the West Yard to extend their term.
    - Operating Lease with Variety at Lorenzi
    - Operating Lease with Acelero at Alta Day Care
    - 4th Amendment to Interlocal Agreement with Clark County Library for an extension
    - 1st Amendment to License Agreement with slurry seal contractor for WSC staging
    - Broker Agreement with Simply Vegas
    - From Dreams to Reality 5th Modification to Agreement located at Stupak
    - Right of Entry with American Legion located at 741 Veteran's Memorial
    - NV Energy Right of Entry for the Animal Foundation
    - LVVWD Easement located at the LV Wash Park
    - Access to Equipment Easement at Animal Foundation
    - Interlocal Contract with CSN at City Hall
    - 1st Amendment to Interlocal Contract with UNLV College of Urban Affairs at Fifth Street School to extend their term
    - 3rd Amendment to Lease Agreement with Neon Museum to allow them to install electrical submeter
    - NV Energy Easement for Community Healing Garden
    - Lease Agreement with Cox Communications at Bob Baskin Park
    - 2nd Amendment to Letter of Agreement for the Natural History Museum located at the Library Annex to extend their term
    - Right of Entry for Girl Scout event (land adjacent to Fire #8)
    - License Agreement with Kiewit at Showtime Property
    - LVVWD Easement for Baker Park reconstruction
    - License Agreement with LVCVA for overflow parking at Reed Whipple
    - License Agreement with Mikon Construction for staging purposes at the West Yard
    - License Agreement with American Pavement Preservation at West Yard (new agreement from the one mentioned above)
    - LVVWD Easement to access the water meter for the Baker Park reconstruction (different easement than the one mentioned above)
    - NV Energy Right of Entry for Fire Station #3
    - License Agreement with LVCVA for overflow parking for soccer games at Cashman

  - 5th Amendment to BMX Lease Agreement at Ed Fountain Park to address audit of records
  - 1st Amendment to License Agreement with American Pavement Preservation to extend term at West Yard
  - Sportspark Restated Agreement
  - 2nd Amendment to the License Agreement with Jr. Achievement to extend their term at the Library Site
  - License Agreement with American Pavement Preservation at Decatur & Vegas Drive
- Completed BLM activities as listed below
  - SNPLMA nomination application for the Fall 2018 BLM auction
  - R&PP Lease for a NW Corporate Yard (later withdrew this application)
  - CCSD Patent transferred to CLV (Hualapai & Alta)
  - SNPLMA nomination application for the Spring 2019 BLM auction
  - Updated (removed/added) BLM Reservation's list
  - Completed ROW Grant Amendment for Sheep Mountain Pkwy
  - Working on new Lease for land adjacent to Wayne Bunker Park
  - Continue to work on a relinquishment for a portion of Thunderbird Park in favor of Jim Marsh
  - Continue to work on Lease for Allen Beck Park
- Provided miscellaneous support activities as listed below
  - NSP Terminated HELP of Southern NV Lease Agreement (Corridor of Hope property)
  - Terminated Variety Lease on 'D' Street
  - Terminated Clark County Parking Lease at Floyd Lamb Park
  - Terminated SBA Cell Site at Satellite Yard
  - Terminated Cricket Cell Site at DSC
  - Terminated CSN's Lease Agreement at DSC
  - In negotiations for a lease renewal for UNLV's School of Fine Arts at the Fifth Street School
  - In negotiations with Acelero for lease agreements at Lorenzi and Stupak Community Center
  - Working with City Attorney's Office to amend the Animal Foundation Agreement to update construction timelines
  - Working with NHP at Fire 141 (Ackerman Site) to renew their term and exchange the modulars for the old ones at Baker Park
  - Negotiating a new Operating Agreement with OB Sports for the Operation of Durango Hills Golf
  - Negotiating cell tower License Agreement renewals at Cashman for AT&T & Verizon
  - Negotiating with CCSD regarding CLV taking our land back at Woofter Park/Katz Elementary due to CCSD's new construction at the elementary school and the new dog park at Woofter Park
  - Re-Appraised RJC
  - Appraised WLV Properties (New Jerusalem Church), 14 properties
  - Working on Appraisal for Royal Links Golf Course

Streets & Sanitation:

- Completed implementation of new Downtown Maintenance Section which performed activities as listed below
  - Provided for trimming and tree well maintenance for 1,800 trees

  - Serviced 250 trash receptacles including weekly power washing and dumping each an average of 4 times per week (50,000 annual total)
  - Provided for short notice New Year's Eve concrete barrier placement
  - Constructed wrought iron fence around the water feature at Centennial Plaza
  - Stained and sealed concrete improvements in Oscar's River corridor
  - Cleaned 108,000 square feet of thermoplastic crosswalk
  - Cleaned 575,000 square feet of thermoplastic bike lane
  - Hand collected and disposed of 240,000 cubic feet of surface trash and debris from downtown area alleys and sidewalks
  - Created applications report and implemented condition assessment efforts
- Completed storm drain system maintenance activities as listed below
  - Internally provided for routine detention basin maintenance (grader removal and dump truck transport of sediment, trash and debris) at Floyd Lamb North, Floyd Lamb South, Lone Mountain, Gowan South, Angel Park North, Rainbow East, Rainbow West, Rancho, Fort Apache and Oakey detention basins
  - Internally provided for routine storm channel maintenance (skid steer removal and dump truck transport of trash and debris) at Cedar wash (4 times a year), Cedar ditch (4 times a year), Freeway channel, Symphony Park to UPRR, Langtry channel, Langtry ditch, Summerlin Parkway, Town Center to Rampart, Buffalo, Alta, Holmby, Gowan, Rainbow, Cam-10 and Grand Teton storm channels
  - Utilized contractor and RFC funding allotment to clean and mow 43 acres of vegetation in the Las Vegas Wash (twice yearly), place 2700+ cubic feet of concrete in the Las Vegas Wash to stabilize and reinforce existing soil stabilization efforts, remove 30,000 cubic feet of trash primarily from the Las Vegas Wash and Meadows detention basin, placed 750,000 cubic feet of granular material to address erosion concerns at Floyd Lamb, Kyle Canyon, Meadows, and Angle Park (north and south) detention basins, sealed 3,075 linear feel of construction joints in multiple concrete channels, and issued 23 additional task orders for miscellaneous structural repairs
  - Internally provided for cleaning of 14,000 drop inlets and associated vaults
  - Provide for routine mosquito abatement concerns and addressed new problem locations arising in northwest areas in late summer of 2017
  - Field inspected CC-215 beltway improvements and sent conditional letter of limited maintenance acceptance to Clark County
  - Constructed and installed trash rack to address longstanding trespass issues in CC-215 storm drain upon transfer of responsibility
- Completed sanitary sewer system maintenance activities as listed below
  - Responded to and mitigated 18 sanitary sewer overflows ("SSO")
  - Responded to NDEP Notice of Violation for the SSO at Owens and B Street
  - Internally cleaned 741 miles of sanitary sewer main collector line, reconstructed 2 manholes, raised 10 manholes to grade, repaired 10 line breaks with internal pipe patches, removed and replaced 91 linear feet of failing sewer line, as customer service efforts televised 34 sanitary sewer laterals and repaired 7 damaged laterals

  - Completed program testing, trained sanitation field staff and initiated program utilization for new INFOR sewer asset management program
  - Utilized contractor to remove and replace 3,582 linear feet of damaged 8", 10", and 12" sanitary sewer main, remove and reconstruct 3 sanitary sewer manholes, remove and replace 3 sanitary sewer manhole frames and collars, line 23 failing sanitary sewer manholes, and lined 12,207 linear feet of damaged 8", 10", 12", and 15" sanitary sewer main lines
- Completed street maintenance activities as listed below
  - Swept 165,000 miles, removing 600,000 cubic feet of sediment and trash that would have otherwise been transported to Lake Mead
  - Provide for scheduled encampment abatement at problem locations approximately 500 distinct times, and addressed reported concerns on an as needed and continuing basis
  - Abated 125,000 graffiti locations with a total coverage area of 1,500,000 square feet
  - Provided for approximately 2,000 separate alley cleaning efforts, including illegal dumping response
  - Responded to approximately 500 public street illegal dumping concerns
  - Constructed 25 sidewalk ramps internally
  - Addressed 100 sidewalk service requests
- Completed street rehabilitation activities as listed below
  - Arterial pavement overlay/reconstruction road projects completed for Washington from Rainbow to Decatur, Durango from El Capitan to Brent, Grand Teton from El Capitan to Buffalo, Jones from Rancho to Lone Mountain, Sunrise from Eastern to 28th Street, Cheyenne from CC 215 to Hualapai, Maryland from Stewart to Bonanza, Marlin north of Stewart
  - Residential pavement maintenance addressed through placement of 704,000 pounds of crack seal, application of over 3,000,000 square yards of slurry seal, removal and replacement of 270,000 square feet of asphalt and reconstruction of 19,300 linear feet of substandard curb and cross gutter drainage improvements
  - Provided for safety barrier repair at 42 damaged locations at a cost of $100,000
  - Engaged consultant support for implementation of proactive bridge maintenance program, working on UPRR Owens bridge as first contractor effort
- Completed special project as listed below
  - Addressed shoulder failure and widened pavement on Grand Teton between Fort Apache and Oso Blanco
  - Graded and addressed growing erosion problems on Summerlin Parkway, on the north side of roadway from Buffalo to Durango and Anasazi to CC215, and on the south side of roadway along the Anasazi eastbound on-ramp to Crestdale and Durango to Buffalo
  - Addressed problems on abandoned Puli alignment ROW from Centennial to Grand Teton, regraded alignment to improve drainage to existing infrastructure, enhanced erosion prevention features, removed surface trash, vegetation, and debris, and cleaned storm drain drop inlets

- Completed median island enhancements on Westcliff from Durango to Buffalo, La Madre trail head, Buffalo from Westcliff to Summerlin Parkway and Upland from Jones to Charleston
- Completed shoulder improvements on Tioga, Valadez and Oakey
- Replaced approximately 180' of wrought iron fence on the southwest corner of Durango and Cheyenne damaged by vehicle incident
- Provide operational support to Life is Beautiful event including pre and post event area cleaning, perimeter cleaning during event, sod removal transport and disposal (475 tons), sidewalk inspection and repairs
- Provided for ownership and physical transfer of historic Club 21, large Vegas Motel, and Par-A-Dice neon signs, and provide for loan of Blue Angel to Neon museum for fund raising purposes
- Removed and replaced the French drain system eastbound and westbound Bonneville at the UPRR overpass
- Constructed new wash rack with sand and oil interceptor on the north side of Fleet Services Building
- Recycled 274 tons of scrap metal with a revenue of $33,382
- Provided for construction of wrought iron fence at Lorenzi Park to address problematic illicit activities
- Assisted HOA and Ward 5 with Rancho Manor wall painting project

Parks and Recreation:

- Mother Hubbard's Cupboard Food Pantry at Derfelt Senior Center
  - Quarterly food distributions
  - Community Partners: Three Square Food Bank, LVMPD Explorer Program, God Groceries, and Smart n' Final
  - Since July 2017, 1,324 served
- Corporate Challenge – department signature event for 33 years
  - 15 new teams; 70 total teams (additional 9 teams from 2017)
  - $142,800 in registration revenue
  - The Las Vegas Lights FC had a presence at Closing Ceremonies
- Municipal Sports Unit (through May 31, 2018)
  - Sports Tournaments/Events - Rentals
  - $1,112,483 in revenue (includes lighting fees)
  - 91 tournament/events
  - Adult Sports Leagues
  - 126 total teams (volleyball and softball)
  - $56,236 in revenue (up $2,236 over last year same time)
  - Youth Sports Leagues
  - 2,253 participants in 8 leagues (soccer, flag football, basketball)
  - $133,266 in revenue (up $8,780 over last year same time)
  - Provided 125 youth with financial assistance to participate in sports league ($4,950)

    - Utilized National Alliance for Youth Sports (NAYS) to educate, equip, and empower youth sports leaders, volunteers and parents – 4 youth sports administrator certificates achieved; 4 additional certifications planned for Fall 2018
    - Hosted a youth soccer skills night with the Las Vegas Lights FC with over 200 participants
- Mayor's Cup International Soccer Showcase
    - Ages 11-19 boys and girls
    - Over 600 teams from over 70 international teams from 5 continents
    - $214,920 in revenue
- First Inclusive Playground at The Justice Myron E. Leavitt & Jaycee Park
    - Funded by Variety Children's Charity of Southern Nevada and grant funds from the Water Conservation Fund ($186,368)
    - Groundbreaking event held in September 2017; still in construction but anticipate completion October 2018
    - Serves individuals of all ages and abilities to interact with peers and family while fostering friendship in a safe environment
- Stupak Community Center
    - Citizenship Classes – year-round program served 1,644 individuals
    - Outreach room that provides various hygiene products and clothing open 4 days a week, 3 hours a day served 1,170
    - Three Square Food Program weekly fresh produce and food voucher program for a local church combined to serve 1,581 individuals
    - Police Athletic League (PAL) – community partner assisting with afterschool programs, neighborhood cleanups, free martial arts class, summer swim team, boxing, special events, extended summer camp hours, and field trips served 174 at-risk neighborhood youth
- Large Free Community Special Events
    - Derfelt Senior Center's *Dia de los Muertos* – November 2, 2017
    - Community Partners: Office of Cultural Affairs, Park Ambassadors, and LVMPD Explorer Program
    - 1,532 attendees, 7 altars, and 2 food trucks
    - Doolittle Community Center *Spooktacular Family Event* – October 26, 2017
    - Community Partners: Commissioner Weekly's Office, LVMPD, Nevada Youth Network, Power 88, Nevada Black Police Association, Mable Hoggard Elementary School and Democracy Prep
    - 4,500 attendees and 30+ vendors
    - Children and parents enjoyed trunk or treat, bounce houses, a petting zoo, carnival games, face painting, a climbing wall, free food and drinks, costume contests, and live entertainment
    - *Las Vegas Bluegrass Festival* – March 24, 2018
    - Held in conjunction with the Office of Cultural Affairs
    - Performances by Trout Steak Revival, Blue Canyon Boys, David Luning, and Run Boy Run
    - Craft market vendors and artisans, food, family games and activities
    - 1,000+ attendees
- Summer Camps 2017
    - 8 camps including adaptive recreation; 5,142 campers total
    - $33,249 in revenues

    - $44,838 in financial aid to low-income participants
- Capital Improvement Projects
    - Completed 9 projects including improvements to Bill Briare and Gary Dexter parks, and the construction of the new Mayfair Place Park; Also, much needed improvements to facilities including Doolittle (roof/HVAC); Lieburn room addition (under construction); LVSC (roof and HVAC with construction slated to begin before July 2018)
    - $14,505,573 invested to date
- Department Organizational Health Initiatives
    - Convened a customer service committee and created training around L.E.A.D. to Exceed principles; all new employees are required to watch the training video and take a test.
    - Conducted two mandatory staff trainings each year – one on administrative items (policies, budget, etc.) and one on teambuilding
    - Created an onboarding checklist (both full-time and hourly) that incorporates everything a Parks and Recreation employee should know including all applicable city training
    - Instituted a 90-day plan for newly promoted employees with a follow up survey at the 90-day mark to ensure that staff knew what was expected of them and their supervisor knew what improvements needed to be made while the new employee was still in the probationary period
    - Facilitated quarterly peer group meetings to give everyone with the same job title the chance to network
    - Provided five new recreation leaders with job-specific training in November 2017 and will continue this training as new recreation leaders are hired
- Budgetary Items to Note
    - Reduction of almost $400,000 decrement reflected in FY19 budget which contributed to the City's FY19 programmatic budget goals
    - Assisted Finance in the development of a new budgeting software for the City of Las Vegas - PBCS (Planning Budgeting Cloud Services)
    - The Department was able to commit $300,000 from the MSU Special Revenue fund for the installation of lighted field #3 at Grand Teton Park (CIP program as well)
    - Utilized the Darling Tennis Center Maintenance Trust to install/upgrade new LED court lights at the Darling Tennis Center ($223,693.59); CLV did receive a $66,000+ rebate from NV Energy as this project will dramatically reduce the energy consumption at this facility

Gary Ameling – Chief Financial Officer

City Clerk:

Administrative Services:

- 2018 SEAL Mock Council March/April 2018
    - Supported Organizational Health Initiative through the education of 21 participants on Council item requirements and presentation skills.
    - Coordinated, scheduled and scripted city staff to serve as the mock Council and guest speakers (interruptions) to produce a realistic all-day mock meeting.

    - Worked with participants to review, correct when necessary and process their agenda item and backup submissions from all participants and roll into a cohesive agenda with meeting backup.
    - Conducted Mock Council meeting
- 10 County Island Annexation (ANX-72266 Long Form) Jan/Feb 2018
    - Assisted Planning staff with assembling the mailing.
    - Assisted Planning with review method and protocol.
    - Managed, vetted and recorded incoming protests from citizens before, during and after the protest window. (received 1,245 protests)
    - Supported the Special meeting on 2/12/18 for this process with minutes including a verbatim transcript.
- Developed 3-year Thematic Goal Strategic Plan
- Provided Organizational Training (Instruction)
    - Inside Out Coaching
    - Trust Edge
    - SEAL-Speaking Before Council
- 1,108 Attestation & Contracts processed
- Coordinated and tracked 85 2017 RDA Disclosures

Public Meeting Management & Services:

- Agenda Management Replacement RFP & Project
    - Awarded: May 16
    - Identified Deliverables and Developed Project Plan: June 2018
    - Develop & Implement test environment: July 2018
    - Educate & Deploy: August-Sept 2018
    - Go-Live: Nov 2018
- Reviewed & Updated B&C Bylaws for eight B&Cs
    - Centennial (CAO to rewrite)
    - PC (4/12/18 PC meeting approval)
    - Arts (CAO to rewrite)
    - HPC (CAO to rewrite)
    - Audit (1/24/18 Audit approval)
- Took over managing EUD Board Compliance
    - Study Hub : now facilitating
    - Medical District Board: now facilitating
    - Community Cure Inc.: now facilitating
    - City Parkway V: now facilitating
    - 495 Main Corp.: now facilitating
- Verbatim Transcript Requests: 22 completed and delivered
- B&C member .GOV E-mail Offering
- On-going B&C Member training and User Manual

Enterprise Records Management & Services:

- Digitized (Electronic Records)
    - 2000-2008 Planning Commission Minutes
    - 1983-2010 Recommending Minutes
    - 1985-2006 RDA Minutes
    - 52 Historic Woodlawn Cemetery Plot Maps
- Results Vegas
    - Developed Policies and Procedures: ARC Use
    - Worked with Departments to develop 3 records-type Inventories
- GovQA Administration & Support
    - Created and Implemented Process Flow for Department of Public Safety
- Managed 2nd ARC Fire Vault completion which will house Vital Records
- 1,489 boxes destroyed in accordance with retention schedules
- Developed Audit Findings Strategy to ensure deadlines are met with the Office of the City Auditor regarding deliverables due in December 2018 and June 2019

Election Services:

- Elections Performance Goals
    - Worked with CCED on deployment of new equipment and vote center concept
    - Prepared and briefed Council to make a decision regarding moving to even year elections
- Petition to Recall Ward 5
    - Received and corresponded with petitioners, registrar of voters, CAO and SOS office re: filed notices of intent with regard to sufficiency and notice of required counts and timeframes (they submitted twice)
    - Prior to completion of this petition process, former Councilman Ricki Barlow resigned effective 1/22, prompting us to work with Council on a decision for appointment for a caretaker or to call a special election.
        - Researched historical precedent for Council briefings/presentations.
        - Gathered quotes for printing, mailing, security, the County's portion, publications.
        - Reached out to potential caretakers as directed by the Mayor.
        - Prepared two timelines in order to offer Council the choice between two meetings to declare a special election and get CCED approval.
    - Prepared necessary resolutions and multiple Council items to afford Council flexibility in their decision making.
- Conducted Special Ward 5 Election
    - Prepared and presented Council Items.
    - Coordinated with CCED for all aspects of election including early voting and election day locations and staffing.
    - Prepared all publications, printing and web text creation and proofing.

- Consistent website updates throughout the process to keep pertinent info available.
- Packet preparation and holding of candidate filing for two days.
- After hours coordination for candidate filing, close of voter registration and EV and election day voting at City Hall.
- Coordination of Vote Center Ambassadors
- Coordination with CCED and our IT department to transition conference room into a vote center and relocation of scheduled board meetings during that time.
- Prepared and coordinated swearing in at 4/18 ceremonial and associated orientation duties with new Councilman.

Finance Department:

- Initiated bid publication on Social Media
- Updated SharePoint site to provide more up to date and accurate information for the division to include a list of current blanket contracts, division assignment list, and FAQs
- Released over $1 million back to departments by closing outdated purchase orders
- Purchasing and Contracts engaged departments through a series of meeting to solve departmental challenges and develop/revise processes through the cradle-to-grave meetings
- Updated Buyer and Contracts Specialists job descriptions
- Implemented cross-training in order to allow more efficient reviews and workflows
- Completed all 26 Management Partners recommendations from their Purchasing evaluation
- Developed and implemented a construction process that will eliminate notices and potential fines from the labor Commissioner/also will prevent the City from paying projects in LCP tracker and ITS that are complete
- Coordinated the RFP process for a new Municipal Court Building (high profile project)
- Sewer lien processing improvement (saving 288 staff hours per year)
- Created and implemented new fixed assets training for City employees
- Invoice Cloud – implemented self-service web-based application for sewer billing
    - Electronic bill presentment/multiple payment methods/from multiple devices
- Streamlined small refunds to go quickly into unclaimed property
- Active Pay – allows vendors to pay invoice with credit cards and City earns a cash rebate
- Upgraded sewer billing application to achieve efficiencies for customers and staff members
- Implementation of budget software for efficiency in budget preparation and quicker and more sophisticated reporting
- Coordinated bond issuance for two new SIDs (Pulte Reverence - $11.4 million, and Skye Canyon at $11.6 million)
- Lead role in the PCI Compliance project
- CAFR was completed on time and received unmodified opinion with no findings
- Completed RFP process for audit services and awarded new contract
- Issued two medium-term bonds for $19.45 million and $21.65 million for the Corridor of Hope, fire station 3, and Fremont Street Experience canopy upgrade
- Closed $10 million in encumbrances in special revenue funds and freed up funding for reallocation

- Franchise program transferred to Finance during the year; accomplishments in that area:
    - Negotiated two new ambulance franchise agreements which will generate $215,000 annually
    - Negotiated a new telecommunications franchise agreement to install more than 150 miles of fiber in the City of Las Vegas
    - Automated collection of solid waste and single-stream recycling
    - Issued a sludge RFP for the Water Pollution Control Facility

Human Resources:

Administration:

- HR Reorganization –successful integration of Deputy Director/Administrator model to realign subject matter experts over our four core business areas, including successful key-staff recruitments (e.g., Safety Officer and ADA Coordinator)
- October 1 – provided expert guidance, assistance, and referrals to departments and affected employees and family members

Benefits:

- Value Health Plans - implementation of two new health plans for retirees and active employees – negotiated lower premium costs well below current insurance rates
- Developed and implemented ongoing Pre-Retirement Program for those contemplating retirement to maximize all benefits, including:
    - Nevada PERS
    - Social Security
    - Heath Insurance (including Value Plans, and Medicare)
    - Deferred Compensation Plans
- Successful integration of WellTrac (annual physicals) and Wellness Coaches USA - to provide personalized health and fitness plans to employees based on annual physical results
- Onsite health plan representatives and dedicated email address with 24-hour turnaround service for employees
- Developed and implemented Benefits and Labor Relations "On the Road" training to deliver relevant benefits, employee/labor relations, and safety/risk information to managers, supervisors and employees

Employee/Labor Relations:

- Completion of Sexual Harassment and Discrimination training for all Executive employees
- Managed multiple large investigations within Fire Department

Employment Services:

- Completed RFP for executive search firms. Put contracts in place to quickly recruit for executive level positions as needed.
- New/added recruitment efforts, including TEXT Message job announcements, social media posts, and marketing videos. As of May 2018:

- 94% overall satisfaction with all components of the staffing cycle
- 78% of recruitments are completed within targeted timelines
- In FY18, we hired 239 full-time employees and 484 part-time hourly employees

Internal Services:

- Implemented new ReviewSnap software program for Performance Management
- Completed HR reporting for current thematic goal
- Completed of Affirmative Action Plan

Information Technologies:

Accomplishments:

- Oracle Cloud Machine - Provides enhanced performance, business continuity and redundancy to the Oracle suite of applications. The installation also provided upgrades to the base Oracle software.
- GOVegas Mobile Application - Mobile application to allow the community to report maintenance items and obtain information about services and programs offered by the city of Las Vegas.
- Oracle Budgeting Application - In coordination with the Finance Department, the city of Las Vegas obtained and installed a budgeting application to assist, plan, and manage department budgets.
- Cylance and Darktrace - Installed new security applications to protect and monitor vital technology systems in the face of increased cyber incidents. Cyber incidents have risen dramatically in recent months, with cities like Atlanta and Baltimore, which suffered immense financial impacts due to cyber incidents.
- Replaced over 300 computers - Replaced over 300 computers bringing the average computer age to under three years of age. Now on track with our performance measure to replace all computers on a four-year cycle.
- Completed PCI DSS Audit - Any entity that handles major credit card schemes must comply with the Payment Card Industry and Data Security Standards (PCI DSS) to ensure proper controls are in place to maintain the integrity and protection of credit card and personal financial information.
- Windows 10 - Upgraded the majority of city computers to Windows 10, the latest and most secure version of the Microsoft Windows operating system.
- GOVegas - Streaming video application on Apple TV, Roku, and Amazon TV - Service streams video content and Channel 2 to customers who have Internet but do not receive cable service.
- City Council set new priorities that include the theme of becoming the “city of choice” for development of Smart City applications.

Recognitions:

- July 2017, the City wins the Thomas H. Muehlenbeck Award for Excellence in Local Government presented by the Alliance for Innovation to government agencies using technology to serve communities for its pioneering work with Amazon Alexa.

- January 2018, the Sunlight Foundation ranked the City #1 for transparency in the U.S. City Open Data Census for its Open Data program (the City has been in the Top 5 since Council issued a resolution promoting open data in 2014).
- January 2018, the City is the first local government agency to have an exhibit at the inaugural Smart Cities Expo organized by the Consumer Technology Association as part of the Consumer Electronics Show.
- January 2018, the City is added to Honor Roll of the inaugural What Works Cities certification program recognizing cities using data to support evidence-based decision-making.
- January 2018, the Harvard Technology & Entrepreneurship Center presents the City with its award for excellence and innovation in Advanced Mobility.
- February 2018, the Smart Cities Council (the sector's largest coalition) chooses the City for its Smart City Readiness Challenge grant, which provides mentoring, and products/services to accelerate its smart city initiatives.
- March 2018, U.S. Ignite selects the City to become a member of the Smart Gigabit Communities network of more than 25 communities, each committed to the goal of accelerating the development, deployment, and sharing of smart community/ Internet of Things (IoT) applications in their efforts to drive local innovation economies.
- April 2018, the City wins two "Smart 50" awards at the Smart Cities Connect annual conference. One for a project involving the first autonomous shuttle operating on an open public street and another leveraging video analytics to support public safety.
- April 2018, the Governing "Equipt to Innovate" survey ranks the City of Las Vegas in the Top 10 overall amongst all U.S. municipalities, and ranks it as the #1 city in the Dynamically Planned category. In addition, the City is listed among the Top 5 in the Data-Driven category.
- May 2018, the City is ranked #1 for transparency by the Sunlight Foundation in the U.S. City Open Data Census for its Open Data program (City has been in the Top 5 since 2014).
- May 2018, the City receives the Green Alliance Award in recognition of our positive impact in our community and leading Nevada's sustainability movement.
- June 2018, the City is named a finalist in Amazon Web Services "City on a Cloud" challenge in the category of "Best Practices" for its suite of Alexa voice-activated personal digital assistant skills as well as in the category of "Dream Big" for a proposal to leverage AWS cloud for civic engagement.

Karen Duddlesten – Chief Community Service Officer

Economic and Urban Development:

- Reached agreement with Owner/Operator for new year-round convention center downtown (Goal 5b)

  - Achieved unanimous Council approval of Term Sheet with World Market Center Las Vegas outlining business terms for a 350,000 square foot, year-round convention center
  - Presented Applied Analysis Market Study and Economic Impact Summary to City Council
  - Fully Negotiated Draft OPA and TIF Note for pending City Council meeting
  - Full Entitlement Package submitted for Planning Commission
  - Anticipated Construction Start in 1st Quarter (calendar) 2019

- Supported UNLV School of Medicine in its planned development of the Medical Education Building Campus (Goal 4b)
  - Acquired Property on Wellness Way near Shadow Lane to support UNLV's campus development and open space
  - Facilitated campus planning and coordination with UNLV Architecture and the Las Vegas Medical District Board
  - Identified Two Site Alternatives for UNLV Clinical Practices Building – one on Charleston Boulevard, and one in Symphony Park
  - In active discussions with Cleveland Clinic on possible campus expansion

- Reach Agreement with Fremont Street Experience on new Public-Private Partnership (Goal 5b)
  - Achieved Council approval of Funding Agreement to provide three-party funding for a $33 million capital improvement to the Fremont Street Experience Viva Vision (canopy)
  - Successfully sold $21.6 million in city General Obligation bonds to monetize funding contributions from the Fremont Street Experience and the Las Vegas Redevelopment Agency
  - Project is expected to start construction July 2018 and be completed by late summer 2019

- Cashman (Goal 4e)
  - Secured United Soccer League (USL Franchise) through a 15-year lease at Cashman
  - Team launched its inaugural season in February 2018, and has achieved attendance of roughly 8,000 per game putting the team already near the top of the league for attendance
  - City has identified multiple ownership groups interested in acquiring a Major League Soccer franchise, and is having discussions to qualify interested groups

- Smart City Initiative (Goal 5) – Stretch Goal
  - Attended Smart City Nevada summit workshops led by Tina Quigley/RTC
  - Prepared Tenant Improvement (TI) Incentive package for Downtown Innovation Center
  - Through Business Development team, negotiated Letter of Intent for lease space at 302 Carson Building

- Department Management Reorganization & Succession Planning (Goal 6)
  - Develop Training and Succession Plan for EUD (Thematic Goal)
  - Instituted mandatory mid-year core competency reviews and 360 degree assessments EUD management team to improve communication and formal feedback to management team
  - Established new Core Values (Office Norms) of Fun, Empathy, Accountability, Solution-Oriented, and Teamwork to address employee morale and better identify factors leading to poor engagement

- New Housing Projects in Symphony Park, downtown
  - Wolf Companies neared completion of Fremont 9 (F9) downtown

  - Southern Land closed on purchase of Parcels F & G in Symphony Park, with a planned construction start of late Spring 2019 for a 320-unit mixed use residential project
  - Secured development commitment from Aspen Heights for starting construction late Spring 2019 for a 300-unit mixed-use residential project
  - Launched the city's MFR incentive program (Multi-Family Residential program), helping to support the renovation of 81 housing units downtown
  - Finished predevelopment work for 2 new parking garages in Symphony Park, with a planned construction start date of July 2019

- New Gaming & Hospitality Projects downtown
  - 18 Fremont Street, Downtown Grand, and Stratosphere all announced new construction projects which are in predevelopment
  - Jackson-Shaw entered into a feasibility agreement for building a new, non-gaming hotel on Parcel B in Symphony Park
  - Fisher Brothers started construction on its Area 15 project and is in the process of requesting approval for a new Tourism Improvement District to support the project

- Opportunity Zones
  - Achieved approval by Governor and U.S. Treasury for Qualified Opportunity Zones over 22 census tracts covering property in Council Wards 1, 3 and 5
  - Developing Business Plan to attract new, private investment capital into Qualified Opportunity Funds to support new private investment

- New Business Activity
  - Supported the continued expansion of existing companies within the city of Las Vegas, including Sutherland Global and Take Two Interactive
  - Attended Business-to-Business Trade Missions in Seattle and San Francisco
  - Actively marketing Section 22 (Tule Springs Economic Development Zone) to new businesses through GOED, LVGEA, and other business partners

Office of Community Services:

Affordable Housing:

- Grand Opening of acquisition rehab project at Cleveland and Baltimore Gardens with 200 plus affordable units
- Grand Opening of Boulder Pines multifamily development 400 units
- Funded City-Impact Senior Housing development 200 affordable units
- Sold final inventory of NSP homes to working class families and preparing for closeout
- Hosted state-wide Affordable Housing Forum
- Facilitated approval for and development of Wardell Town homes – 100 plus units

Homelessness:

- Completed 1 year pilot of Courtyard Homeless Resource Center "pop ups"
  - Over 1000 homeless people off the streets
- Established Advisory Council for Corridor of Hope for stakeholder buy-in

- Created and implemented Bridge Housing program for homeless families with children
- Implement MORE Outreach team pilot with Metro police
- Revised Regional CoC Governance structure

Neighborhood Revitalization and Community Engagement:

- Successfully applied for and received Lead Based Hazard Control grant
    - $1.4 million dollars
- Revitalized key neighborhood associations, including
    - D Street Strong – Historic Westside
    - Hollingsworth/Five Points
    - Easy Street
- Facilitated volunteer engagement for monthly clean-ups and curb painting throughout city
    - Implement tool loan "library" for adopt a spot program
- Supported installation and maintenance of community/school gardens
- Partners with YDSI for Matt Kelly beautification via My Brother's Keeper
- Facilitated cross departmental work group for risk indicators

Administrative:

- Filled vacant positions with high quality staff
- Engaged with Org Development for org health efforts, staff training and planning retreats

Office of Cultural Affairs:

Staff Accomplishments/Recognition:

- Sandra Ward, Senior Cultural Specialist:
    - Through a competitive application process, Sandra Ward was invited to be a mentee in the California Presenters Leadership Program for the 2017/18 year and was paired with Heather Rigby, the Managing Director of the Ford Theater in Los Angeles County.
    - Through a competitive application process, Sandra Ward was invited to be a part of the 2017/18 cohort of the Western States Arts Federation's Emerging Leaders of Color program.
- Matthew Kozanecke, Web Content Specialist:
    - Through a competitive application process, Matt Kozanecke was invited to attend the Capacity Interactive Digital Marketing West-Coast Boot Camp program, and additionally received scholarship funding to cover the cost of travel through California Presenters and the William and Flora Hewlett Foundation.
- Kearsten Kuroishi, Theater Program Specialist:
    - Through a nationwide competitive application process, Kearsten Kuroishi was selected to be part of a cohort of 26 arts education leaders at the Community Arts Education Leadership Institute, offered by the National Guild for Community Arts Education in Bryn Mawr, Pennsylvania this July 2018.
- Rebecca Holden, Visual Arts Specialist II:

    - For the 2018 year, Rebecca was selected to participate in the third annual SEAL program, representing the Office of Cultural Affairs.
- Jeanne Voltura, Visual Arts Specialist:
    - Served on the Host Committee for the Southern Graphics Council International conference, held in Las Vegas in April 2018.
- Ally Haynes-Hamblen, Director:
    - Completed her term with the Association of Performing Arts Presenters Leadership Fellows program, as a member of Cohort 2, amongst arts leaders from around the world.
    - Serves as chair of the Host Committee for the 2018 Western Arts Alliance conference in Las Vegas in August 2018.

Departmental Accomplishments:

- Working with Get Outdoors Nevada, and a consortium of arts organizations throughout Clark County, created and implemented a system for collecting and preserving mementos and artifacts left at the Las Vegas Healing Garden.
- Collaborated with the Office of Communications to create a traveling art exhibition from items received through Hearts4Vegas campaign and other items sent to the city from throughout the world. In a collaboration with the City's Parks and Recreation department, managing the care and installation/de-installation of the exhibition as it travels throughout the city.
- Collaborated with the Nevada Arts Council, the state agency for the arts, to produce the Heart for the Arts conference in November 2017 at the Historic Fifth Street School, bringing arts leaders and creative professionals from across the state and the surrounding region into downtown Las Vegas and forging a new on-going relationship with the Nevada Arts Council.
- Collaborated with the city's Parks and Recreation department to produce and present Dia de los Muertos in October 2017 and the Las Vegas Bluegrass Festival in March 2018 – both with better-than-expected attendance and plans to continue as annual events offered free for the community.
- Celebrated the City of Las Vegas Arts Commission and the Public Art Program's 30th Anniversary in November 2017 with an event featuring newly commissioned artwork created specifically to celebrate the anniversary and honoring current and past commissioners as well as revered artists with significant works in the city's permanent art collection.
- For the first time in at least five years, the Office of Cultural Affairs revenue actuals will exceed the city's budgeted goal – and are projecting to exceed the budget by 50%.
- Successfully selected, contracted, and launched a new ticketing platform for the city's ticketed cultural events, creating a better user experience and at no cost to the city for the system.
- Successfully re-structured the department's organizational structure and workflow to create efficiencies throughout the department and increase capacity for the department.
- Achieved fully staffed department with no vacancies for much of the fiscal year.
- Successfully worked with Department of Public Works to complete the renovation of Charleston Heights Arts Center; additionally utilized the construction period to re-arrange offices and workspace at the Center, creating two additional classrooms to accommodate increasing demand for arts education space at the Center.
- Successfully completed the procurement and installation of new and improved permanently installed theatrical audio systems at both Charleston Heights Arts Center and the Historic Fifth Street School.

Youth Development and Social Innovation:

- Mayor's Fund for Las Vegas Life
  - Designed and launched the Mayor's Fund for Las Vegas LIFE website www.mayorsfundlv.org to improve public, private and philanthropic collaboration for city priorities and initiatives.
- Strong Start Las Vegas/early childhood education
  - Renovated and opened 2 new Strong Start Academies that added 372 seats for the FY 2017-18 school year.
  - Adding 80 new seats for the FY 2018-19 school year at Strong Start Academy at Lorenzi and Strong Start Academy at Stupak
  - Strong Start Go mobile pre-k academy will serve 40 students and is in the production phase with a launch set for September 2018.
  - Began the initial design phase for the construction of a new Strong Start Academy at Doolittle Community Center slated to open Fall 2019.
  - Submitted a Community Readiness Self-Assessment application to bring an Educare facility to east Las Vegas in partnership with Nevada Department of Education, Southern Nevada Regional Housing Authority (SNRHA) and Office of Community Services (OCS).
- Reinvent Schools Las Vegas/Youth Development
  - ReInvent Schools Las Vegas AmeriCorps members successfully completed their 10-month term of service on May 31, 2018. Members served over 20,000 hours, participated in five National Service projects.
  - AmeriCorps members earned $113,670 in Education Awards – which goes directly to pay for college classes or to help with student loans.
  - AmeriCorps Success Mentors served 377 students in the STAR Attendance program, sustained 315 students, and 235 students in the program increased their attendance.
  - AmeriCorps Literacy Tutors served 256 students in the STAR Literacy program, sustained 215 students, and 105 students increase their scores in literacy.
  - Six Safe Summer Nights events held at ReInvent Schools Las Vegas with 52 health and resource vendors serving 1,800 students and their families.
- Safekey/Youth Enrichment
  - 4,975 students at 70 Safekey sites participated in the Apple Core reading incentive program.
  - A total of 2,092,333 minutes were read during Safekey hours, which is over 9,898 more minutes than last school year!
- Batteries Included/Strong Future
  - Launched the Strong Future youth employment program in February 2018 to prepare our emerging workforce for careers. 110 youth have been placed at a work site.
  - Developed and facilitated an annual multi-day College Institute Summer Program in partnership with College of Southern Nevada that provides pathways to higher education by improving preparation and easing the college transition.
  - 100% of the 155 Batteries Included Seniors graduated from high school. 85% of high school seniors that graduated went on to post-secondary education or a branch of military service.
  - Batteries Included Teen Councils expanded to 612 participants which is a 300% increase in the program participation.
  - Launched the Batteries Included NextGen Middle School Program that provide mentoring, educational support, leadership and service learning opportunities for pre-teens.
  - Launched a youth advisory board that will give youth a voice to assess needs, advise, make recommendations, deliver information, and effect policy related to the youth of Las Vegas.

- Neighborhood Empowerment Program
  - The Latino Network was the first place recipient for the 2018 National League of Cities City Cultural Diversity Award (in the over 500,000 population category).
  - Collaborated with the SNRHA on the ConnectHome demonstration project to bridge the digital divide and increase digital literacy by providing wi-fi, tablets, and computer training to 350 residents in public housing.
  - Facilitated the first inter-departmental Hispanic Heritage Month celebrations in the city of Las Vegas which reached over 1,000 members of the community.
  - Received a record 55 project applications for Youth Neighborhood Association Partnership Program (YNAPP) which empowers youth to be leaders and make a difference in their community through active problem solving. Forty-eight groups received grant funding and had a combined 6,925 hours in grant match volunteer hours for a total of $159,275.
  - Utilizing the $150,000 award from the US Conference of Mayors in Partnership with the American Beverage Association for the YDSI Healthy School, Healthy Life program:
    - Produced over 200,900 pounds of fruits and vegetable through Pop-Up Produce;
    - 9510 students participated in Farmer lead plant and harvesting,
    - 18 Chef-Led cooking demonstrations impacting 1,080 students; and
    - 6814 students participated in T.R.Y (Trauma Recovery Yoga) at Reinvent Schools Las Vegas.
- Mayor's Faith Initiative
  - The Mayor's Faith Initiative Human Trafficking Workgroup was awarded the 2017 Community Action Award from Nevada Child Seekers.
  - Facilitated the Mayor's Faith Initiative Tiny Home Micro Summit to address affordable housing opportunities in urban Las Vegas communities.
  - The Mayor's Faith Initiative Addictions and Recovery Chair, Nyla Christian, worked with KCLV to film and broadcast an award winning documentary special on the Opioid Crisis.
  - The Mayor's Faith Initiative Homelessness Hydration Teams donated and distributed of 831 cases/13,337 bottled waters to thousands of homeless and under privileged Las Vegans during the hottest summer months (June – September 2017).
  - The Mayor's Faith Initiative Homelessness Hydration Teams donated and delivered 17 cases of water to our community partner, The Salvation Army, when their water supply was depleted in June and July 2017.
- Las Vegas My Brother's Keeper Alliance
  - The Las Vegas My Brother's Keeper Alliance has been instrumental in convening stakeholders for a School Justice Partnership, and has been pivotal in expanding the Harbor Juvenile Assessment Center and other youth diversion programs .The Harbor has served 3,000 youth and families with a 96% success rate.
  - The Las Vegas My Brother's Keeper Alliance Community Engagement Task Force held several large community outreach efforts to increase mentoring capacity. Over 100 potential mentors were identified and were offered the opportunity to sign up with local mentoring organizations.
  - The Las Vegas My Brother's Keeper Alliance hosted the "Eliminating School Pathways to the Juvenile Justice System conference, which brought together speakers that were national and local experts, legislators, elected officials, etc. The conference was partly funded ($15,000) from the State's 2017 Formula Grant-Disproportionate Minority Contact (DMC). There were over 325 conference attendees interested in actively contributing to juvenile justice reform.
  - The Las Vegas My Brother's Keeper Alliance hosted a screening of the documentary "The Bad Kids". The MBK Educational Equity Task Force screened this film as a way to highlight the

various types of trauma that youth in schools face as they attend school, and the importance of trauma informed approaches and positive behavioral intervention and supports (PBIS) in schools. Over 200 people attended the event.

- 1 OCTOBER
  - Held a Citywide Unity Prayer Walk and hosted Vice President Mike Pence following 1 October tragedy.
  - On October 2nd, held a 1 October Citywide Prayer Vigil on the steps of City Hall which was attended and broadcast by worldwide media outlets.
  - Established the Community Healing Fund and raised $92,206 to maintain the community healing garden, public art and programs or services that support recovery following the aftermath.
  - Pastor Troy Martinez, Mayor's Faith Initiative, spearheaded the *Believe Again Las Vegas* Documentary that looked at the Las Vegas community in the wake of the 1 October tragedy and aired December 2017.
  - Held the Compassionate Cities Awards presentation in City Council Chambers, which honored our 1 October First Responders with the Compassionate Hero Award.
- Thematic Goal
  - YDSI participated in and published a 3-year strategic plan for delivering comprehensive organizational development and training.

Tom Perrigo – Executive Director of Community Development

Building and Safety:

- Economic Development - Fee Study Completed; Management has not been briefed as of today of the findings
- Public Safety - Our department was involved in the 2018 ICC Code Adoption process
- Education/Employee Engagement - Internal Education and Engagement were a large focus for our department this year. We were able to get our Plans Examiners, Plans Exam Supervisor and Inspection Supervisors involved in the 2018 ICC Code Adoption process. Each team member was given the opportunity to join the committee(s) where they could have the largest impact in learning the 2018 codes and helping to form the amendments that Southern Nevada would adopt.
  - One of our team members as one of the first non-public safety graduates of the Las Vegas Fire and Rescue Leadership Academy.
- Community Engagement - developed the base line for our Results Vegas Key Performance Indicator using on line surveys set up at various stages of a project.
  - Implemented a quarterly Multi-jurisdictional meeting to discuss common issues among the jurisdictions.
  - Implemented bi-monthly Director's Advisory Panel meetings. We meet with industry professionals from the Building and Civil sectors giving an opportunity for them to share their concerns, frustrations, suggestions and compliments with us in a safe environment.

- Breaking Silos - A process was put in place to create a more streamline and efficient way for Architectural Services to submit plans for review without having to wait in the customer queue. When one of the project engineers has a plan to submit, they call directly to the Sr. Permit Tech to make an "appointment" to see him to submit their plans.
    - Building & Safety is coordinating with Planning to attend Pre-App meetings that include B&S involvement.

Planning:

- Adoption of Strategy for Community Resilience, Net-Zero Energy, and Sustainability: Since the adoption of the Strategy in late June 2017, CLV has accepted portfolio credits from NV Energy and hydropower from CRC to fulfill 100% of its retail load requirements. In 2017, city facilities used 118 million kilowatt-hours of electricity and 1.2 million therms of natural gas. Of the electricity consumed, approximately 39 percent is from wastewater treatment operations, 32 percent from buildings and facilities and 29 percent from streetlights. Through the Renewable Energy Agreement with NV Energy, the City has been receiving more than 40 million PECs from Boulder Solar annually. The City's Schedule A and D hydropower capacity from Western Area Power Administration and the Colorado River Commission is now being credited to the City beginning in October 2017. Pursuant to CRC's Final Order, Hoover Schedule A capacity and energy and reallocated Hoover Schedule D hydropower will remain in effect through September 30, 2032 and September 30, 2067 respectively. Between with REA, hydropower, energy efficiency measures including green building upgrades, LEED certified building construction, LED streetlight conversions, and renewable energy efforts, City utility costs totaled $9.23 million in 2017, a reduction from a high of $15 million in 2007. In addition to the successful acquisition of the Hoover hydropower, work has begun to acquire additional capacity from the CRC through the Salt Lake City Area Integrated Projects (Glen Canyon, Parker-Davis, Collbran, and Rio Grande dams), which would provide the City at least 1 megawatt of hydropower over a 33 year term beginning in 2024.

- Establishment of PACE: During the 2017 Legislative Session, Assembly Bill 5 (AB 5) was adopted, enabling local governments to create special improvement districts that allow commercial property owners to finance energy efficiency and renewable energy projects, known as Property Assessed Clean Energy (PACE). The City recommended an award to Sustainable Real Estate Solutions, Inc. (SRS) to develop Nevada's first commercial PACE program. Beginning in June 2018, SRS will develop formal briefing materials on a conceptual program and draft a resolution for City of Las Vegas staff. The program must be compliant with state statute (NRS 271), the provisions of AB 5, and Las Vegas Municipal Code. SRS will make a presentation of the proposed program and resolution to City Council at a future meeting for its consideration. Should the Council approve and the resolution be adopted, the program will be implemented by a third-party Program Administrator (overseen by the City), that will run the Program pursuant to statute and the PACE resolution. This program is intended to be self-sustaining; operations for the program would be derived through allowable origination fees.

- EV Charging stations and infrastructure: Funding for EV charging stations was made available through a CIP allocation, in addition to funding for new vehicles. The project has been on hold in anticipation of a new EV rebate program available through NV Energy:
    - Incentives will be available through RenewableGenerations, pursuant to SB 145 (2017) for electric fleet vehicles, charging infrastructure and a custom grant program (more on

that below); similar to the NVE solar rebate programs, incentive funds (amounts TBD) could be used to defray the cost of EV infrastructure.
    - Custom grants will be made available to projects that meet the intent of SB 145 but don't fit eligibility requirements of the PUCN authorized programs. These may be projects that have a public benefit, but aren't market viable, or they might focus on large fleets, ridesharing, etc.
    - The PUCN has approved the program, but details have yet to be released by NV Energy, which anticipates it launching 9.10.18 and 10.8.18 for the custom grant program.
    - The PW team has been briefed for installations at the new parking garages, as well as the PW team doing design and working with the contractor for the FS 3 replacement, and Jerry Walker for the EV component.
    - Additional parallel inquiries on EV charging from TESLA and VW (as a part of the settlement) have been received, but those are related to long-term regional investment plans.

- STAR Communities and CLV Master Plan: Part of the Planning Department's SBP goals for this fiscal year tied directly to overarching goals from STAR Communities and the Vision 2045 Downtown Las Vegas Masterplan, especially as it relates to development within "Compact, Complete Communities." This idea emphasizes further development of mixed-use transit oriented development to increase over residential and employment densities, the number and diversity of new destinations, and the provision of transit. Through its assessment, the City anticipates increasing its overall scores to show measurable project in Downtown and the Medical District; it is anticipated that with the Form-Based Code, OnBoard, and the addition of High Capacity Transit, improvements will be noticed over time. Staff has been undertaking the STAR Communities certification update and anticipate submitting for certification later in 2018.

  Throughout 2017 and 2018, the City has refined and made a solicitation for proposals from qualified planning firms to assist the City in the development of a new master plan for the City. Most of the goals, objectives, and policies identified in the 2020 City of Las Vegas Master Plan have been achieved. Given the City's dramatic growth, demographic, socio-economic, and land use change, the need for new infrastructure and public services, and the economic challenges presented throughout the Great Recession, a comprehensive update has been long overdue. This effort will provide the City and community a strategic set of clear and measurable goals to guide future city growth and development, capital improvement projects and City programming and provide an opportunity to integrate the vision of the City with existing City-based and regional planning effort. In an effort to advance these concepts, the Strategy for Community Resilience, Net-zero Energy, and Sustainability goals (R-32-2017) directs staff to incorporate, objectives, and strategies for City operations, community infrastructure, and programs into the new master plan, as does the information derived from the STAR Communities certification update and the City Manager's Strategic Plan.

- Code Changes and Text Amendments: The Planning Division has worked on several text amendments and code changes to streamline development requirements and improve community/quality of life standards:
    - The laying of ground work for the future adoption of the first FBC district, by amending the General Plan Land Use Element, as well as the adoption of an interim Downtown Las Vegas Development Standards.
    - The adoption of an ordinance to allow for urban chickens.

  - As part of a multidepartment effort, successfully negotiated the terms for a MOU related to Residential Fire Sprinklers and prepared the subsequent amendments to Title 19. These changes will be before City Council in August.
  - Continue to refine the marijuana establishment use category, by eliminating DDRC requirement, allowing accessory sales and bringing the uses in line with NRS 453A and 453D.
  - Brought forward proposed Text Amendments stemming from the Department of Planning's analytics of Variances and Site Development Plan Review waivers.
  - Golf Course and Open Space Repurposing – At the direction of the City Council the Long Range Planning Section designed and implemented a multi-phased public engagement plan including the establishment of a Public Advisory Panel and numerous Stakeholder Input Sessions with the goal of crafting an ordinance outlining the public engagement and development standards for projects that propose to repurpose open space and golf courses. The first phase of said ordinance was adopted by the City Council on 5/16/18 with the second phase tentatively scheduled for adoption in the first quarter of FY19.

- Prepared an analysis of the Planning Divisions fee schedule.
- The Planning Division has identified and finalized workflows for all Planning processes within INFOR.
- Las Vegas Medical District Markers – The Historic Preservation Officer managed an outside consultant as it completed a Centennial Commission funded research project on the traditional medical district area (between Alta Drive, Rancho Drive, Charleston Boulevard, and I-15) delivering final text to the Centennial Commission on 05/14/18 for 29 historic markers for future placement in the medical district.
- Fremont Food Emporium – Per a land use entitlement condition approved by the City Council, the Historic Preservation Commission (on 10/25/17) reviewed and provided comment on the redevelopment project for the El Portal Theatre at 310 Fremont Street. That review and commentary led to an administratively approved elevation and floor plan that depicted a historically sensitive, adaptive reuse project.
- Increased Productivity – The Case Planning Section admirably handled the challenge of workloads that increased substantially in fiscal year 2018. The number of Planning Commission agenda items increased quarterly by a rate of over 15% and exceeded the FY17 total by 58 items. Additionally, FY18 pre-application meetings completed (and those scheduled for the remainder of June 2018) exceed FY17 numbers quarter by quarter and for the year by an average of over 8 additional pre-application meetings per month.

Business Licensing Division

- 2,190 enforcement cases closed
- Total of 30 sweeps conducted (6 industry; 24 geographical)
- 2,019 cases closed in FY18 to date
- Serviced 4,749 customers on the 6th Floor
- Issued 7,266 licenses

Code Enforcement Division:

- Cases Worked- 9903 YTD
- Inspections Completed-YTD
  - Code Enforcement – 27346

- Planning Inspections 1215
- Zoning New Construction Inspections-542 on 486 Permits

- Abatements Completed: 72 YTD- Same period FY 17 – 95 Decline of 14% Paid Outstanding Liens- 82 Total YTD-

	Civil Penalties Paid	Total Fees and Penalties Paid	Abatement Costs Paid	Total Liens Paid
1st Qtr	$662,402.00	$795,088.00	$132,686.00	37
2nd Qtr	$440,656.51	$475,744.46	$35,087.95	24
3rd Qtr	$272,550.00	$310,601.62	$38,051.62	14
4th Qtr	$125,523.50	$187,336.35	$61,812.85	7
Total	**$1,501,132.01**	**$1,768,770.43**	**$267,638.42**	82

- Priority Issue Accomplishments:
  - Moulin Rouge Demolition
  - Safari Motel – Shutdown/Court action to shut down operations
  - 1200 Property Sweep conducted in Ward 1- the #1 identified neighborhood as being blighted from the CDBG Survey.

- Short-Term Rental Process
  - 24 Hotline Line Implemented-
  - Contract with Host Compliance for STR Identification implemented and currently utilized to assist in enforcement. Over 600 addresses identified out of 1200.
  - STR Pre-Enforcement Compliance Program-
    - Initial Mailings to over 550 properties operating without proper approvals
    - 352 properties have received a 2nd notification
    - 217 Properties have ceased activity
  - CE is monitoring over 270 complaints and will be adding over 250 properties to start the enforcement process.
  - 2 officers to be permanently assigned by end of June to work STR cases.

- CDBG Survey completed consisting of 44,000 residential properties

- Staffing-
  - 3 additional officers have been hired, but CE will not be fully staffed until approximately September or October of 2018.
  - 3 Officers to be assigned to weekend Inspections program by end of June.

Public Works:

- The film permit application process has been streamlined with the conversion to a completely electronic system. The improved process is being promoted by the Nevada Film Office on various social media platforms.

- Successful deployment of the Downtown Loop and Fremont East Autonomous Shuttle. These two new mobility options for downtown are currently carrying about 7000 passengers per month
- Achieving Silver Status as a Bicycle Friendly Community from the League of American Bicyclists.
- Transitioned our barricade permit process to function mostly paperless with the program now using paperless plan review and permit issuance, which has played a significant part in enabling us to reduce review times from three-four weeks to one week.
- Successfully secured $500,000 in RTC funds to reduce reliance on annual CIP room tax allocations for traffic signal upgrades.
- Initiated design on 23 projects with an estimated construction cost of $148.7 Million, started construction on 25 projects totaling $161.1 Million and completed 22 construction projects totaling $58.5 Million.
- 19 consecutive years that the Water Pollution Control Facility achieved complete compliance with no permit violations by the National Association of Clean Water Agencies (NACWA). Only a handful of facilities our size in the U.S. have been fully compliant for this duration.

Ted Olivas, Chief of Staff – Office of Administrative Services

- Community Engagement Survey
    - Notable short-term increases from 2016 to 2017
        - How quickly police respond to emergencies, increased from 43% in 2016 to 52% in 2017.
        - The City as a place to have a business increased from 59% in 2016 to 64% in 2017
        - Feeling of safety when biking in your neighborhood increased from 18% in 2016 to 22% in 2017.
        - Efforts to be inclusive and promote diversity increased from 46% in 2016 to 51% in 2017.
    - Notable long-term increases from 2013 to 2017
        - Economic development (jobs), increased from 26% in 2013 to 42% in 2017
        - The City as a place to have a business, increased from 54 in 2013 to 64% in 2017
        - The City as a place to work increased from 54 in 2013 to 67% in 2017
        - Overall quality of Metropolitan police services, increased from 61% in 2013 to 70% in 2017.
    - Las Vegas excels compared to other cities with population of 500,000 or more. Cities include: Austin, TX; Dallas, TX; Fort Worth, TX; Kansas City, MO; King County, WA; Las Vegas, NV; Mecklenburg County, NC; Miami, FL; Oklahoma City, OK; San Antonio, TX; San Diego, CA; and San Francisco, CA
        - Overall quality of fire services (89% Las Vegas, 70% other cities)
        - Overall quality of emergency medical services (83% Las Vegas, 65% other cities)
        - Overall quality of Metropolitan police services (70% Las Vegas, 61% other cities)
        - Quality of parks and recreation programs/services (67% Las Vegas, 61% other cities)
        - Maintenance of streets in your neighborhood (67% Las Vegas, 42% other cities)

        - Quality of services provided by the City of Las Vegas (66% Las Vegas, 44% other cities)
        - Overall quality of customer service (57% Las Vegas, 35% other cities)
        - Maintenance of sidewalks in Las Vegas(56% Las Vegas, 45% other cities)
        - Overall effectiveness of city communication (51% Las Vegas, 27% other cities)
        - Overall enforcement of city codes/ordinances (49% Las Vegas, 29% other cities)
        - Overall maintenance of city streets (48% Las Vegas, 42% other cities)
- Employee Engagement Survey
    - Overall engagement increased from 61% in 2016 to 66% in 2017
    - Accomplishments are frequently recognized by co-workers/peers increased from 52% in 2016 to 54% in 2017.
- Awards
    - Equipt to Innovate: Las Vegas was ranked as one of the top 10 cities. Las Vegas was #1 in the category of Dynamically Planned and was one of the top 5 cities in the categories of Data Driven and Broadly Partnered.
    - Nevada Taxpayers Association: Special recognition for the Healing Garden
    - What Works Cities: Received Honor Roll status for What Works Cities Certification
- Organizational Health and Development
    - Conducted 22 overall facilitations non-thematic goal related for 14 unique depts.
    - Completed a total of 62 facilitations for the Thematic Goal (approximately 186 hours).
    - Provided 105 professional development opportunities totaling 382 hours.
    - Achieved 92% satisfaction with facilitation services.
    - As of June 20, 2018, 62% of city staff have completed 5 or more professional development hours.
- Performance Management
    - Completed process to create a new Citywide Strategic Plan, including a staff retreat, stakeholder meeting, and City Council retreat.
    - Completed implementation of new Results Vegas performance management system and fully implemented the Results Vegas website.
    - Worked with three departments to use Behavioral Insights to test ways to incentivize behavior to achieve policy goals.
    - Created and distributed a monthly Casino Corridor Scorecard.
    - Created General Fund Revenue and Expenditures Dashboard for the Executive Team.
- Special Events
    - Maintained 90% satisfaction with accuracy of special event notifications.
    - Increased satisfaction with timeliness of special event notifications from 87% to 90%.
- Emergency Management
    - 100% of departments have developed and implemented the following materials by June 30, 2018: a staff communications plan, detailed employee job descriptions based on supporting Emergency Support Function plans, forms for manual timekeeping, and other department-specific materials.

David Riggleman, Director - Office of Communications

- Public Safety - The top accomplishment was the Office of Communications' response to the October 1 shooting. In an effort for people to separate facts from misinformation, the city's Twitter site alone had over 500,000 visits. We also added more than 30,000 Twitter followers in the three weeks after the shooting. The Communications staff responded to the crush of questions and requests from those on social media, and of course from hundreds of reporters in the traditional media. The city of Las Vegas was clearly the place where people turned for their information more than any other local organization. It was a huge responsibility the team shouldered with excellence. On the heels of the shooting, the Communications team played a major role in organizing the visit of Vice President Mike Pence and this wife. This was a huge logistical challenged executed in just a couple days.

- Economic Development and Education - The Office of Communications accomplished the goal of increasing participation by at least 10 % in events organized by the Office of Cultural Affairs and for Parks and Rec, and came close to that same number in increasing participation in Safekey.

- Other Accomplishments
  - KCLV won its third Emmy Award for a feature called "Chief For A Day." The team followed a terminally ill child through Fire Station 1 as he lived his wish of becoming fire chief. That child has since passed away. KCLV also had an Emmy nomination this past year for a story on the building of the Healing Garden.
  - In addition, KCLV was recognized in May by the California and Nevada chapters of the National Association of Telecommunications Officers and Advisors with four first-place STAR Awards, two second-place awards, one third-place and an honorable mention for its original programming. The STAR Awards recognize excellence in government programming in Nevada and California.
  - The city had over 2.1 million interactions on social media. This was a major jump over the 1.7 million from last fiscal year. Once again, members of the team were invited to be featured speakers around the nation on how to execute a successful social media program.
  - There was an increase in "click throughs" to key events on the city's website from an average of 6,000 per month to over 9,000 per month.
  - The city had over 6 million video views.
  - In the area of employee communications the team saw the continued growth of Gov Delivery and Workplace, adding features like the city manager's weekly video messages.
  - The city's Print Shop, Mailroom, and graphic arts function saw the first major advances in years through automation, new software, and equipment upgrades.
  - The Office of Communications achieved a two-percent budget decrement while not looking to expand its FY '19 budget.


SCOTT D. ADAMS
CITY MANAGER
2018 ANNUAL REVIEW
WELCOME TO
LAS VEGAS
CITY OF LAS VEGAS
NEVADA

Significant accomplishments over the past year will highlight the following:

- 100-Day Plan
- City Council Priorities
- Other Major Accomplishments

100-Day Plan

- Full City Manager's Team in place
- Council adopted new strategic plan and priorities
- Completed plans for succession planning and training
- Established a neighborhood development program for At-Risk Communities
- Two housing projects pending in Symphony Park

100-Day Plan

- Built the Healing Garden as a new park
- Agreement with World Market Center for a new convention center
- Supported UNLV School of Medicine and planning of a new parking garage
- Secured United Soccer League Franchise, Las Vegas Lights FC, through a 5-year lease at Cashman

City Council Priorities

- Completed a one-year pilot of the Courtyard Homeless Resource Center “pop-ups,” over 1,000 homeless people off the streets
- Issued two medium-term bonds for $19.45 million and $21.65 million for the Corridor of Hope, Fire Station 3, and the Fremont Street Experience canopy upgrade
- Adopted automatic residential fire sprinkler ordinance

City Council Priorities

- Launched the Mayor's Fund to improve private and philanthropic funding for city priorities and initiatives
- Launched the Downtown Loop and Fremont East Autonomous Shuttle
- Renovated and opened two new Strong Start Academies
- Designed a public engagement plan for golf course and open space repurposing (All Wards)

Other Major Accomplishments

- Provided response and recovery support for the October 1 incident
- Agreement with Fremont Street Experience on $33 million capital improvement to the FSE canopy
- Achieved National Civic League All-America City Award
- Overall employee engagement increased from the prior fiscal year by 5%
- Achieved a balanced budget which included the City Council's priorities of public safety, neighborhood development and homelessness

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: PUBLIC WORKS
DIRECTOR: MIKE JANSSEN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action to approve the installation of a permanent gate on the west leg of Foremaster Lane and Las Vegas Boulevard ($10,000 - Traffic Improvements Capital Project Fund [CPF]) - Ward 5 (Crear)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $10,000
Funding Source: Traffic Improvements CPF
Dept./Division: PW/Transportation Engineering

PURPOSE/BACKGROUND:
The closure at Foremaster Lane and Las Vegas Boulevard is necessary as part of the Master Plan of the Courtyard development. Catholic Charities, located at 1501 North Las Vegas Boulevard, supports this closure. The Fire Department has approved the installation of this gate.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Map


NORTH
LAS VEGAS BLVD
OWENS AVE
MAIN ST
FOREMASTER LN

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2018-18 - For possible action - Amends LVMC Chapter 6.18 pertaining to the licensing of burglar alarm services to redesignate the license category as "electronic security services" and to update the licensing and regulatory requirements pertaining thereto. Sponsored by: Councilman Stavros S. Anthony

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will amend LVMC Chapter 6.18 pertaining to the licensing of burglar alarm services to redesignate the license category as "electronic security services" and to update the licensing and regulatory requirements pertaining thereto. The update is based on significant input from the electronic security services industry.

RECOMMENDATION:
ADOPTION at the 8/1/2018 City Council Meeting pursuant to the 7/16/2018 Recommending Committee Meeting

First Reading – 6/20/2018 First Publication – 7/19/2018

BACKUP DOCUMENTATION:
Bill No. 2018-18

BILL NO. 2018-18

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC CHAPTER 6.18 PERTAINING TO THE LICENSING OF BURGLAR ALARM SERVICES TO REDESIGNATE THE LICENSE CATEGORY AS "ELECTRONIC SECURITY SERVICES" AND TO UPDATE THE LICENSING AND REGULATORY REQUIREMENTS PERTAINING THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Stavros S. Anthony

Summary: Amends LVMC Chapter 6.18 pertaining to the licensing of burglar alarm services to redesignate the license category as "electronic security services" and to update the licensing and regulatory requirements pertaining thereto.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 18, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.18.010: The City Council hereby finds that the business of providing [burglar alarms] electronic security services involves the [acquiring] acquisition and use of information about the security of dwellings and [commercial buildings] other structures, and that such businesses must be strictly regulated for the safety and welfare of the public. Such businesses must therefore comply with Chapter 6.06.

SECTION 2: Title 6, Chapter 18, 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:

6.18.015: For purposes of this Chapter and except where the context otherwise requires, the following terms shall have the meanings indicated:

"Alarm" means the activation of an electronic security system that is designed to communicate by electronic or audible means (or a combination thereof) that some event related to the security of premises has occurred or is perceived to have occurred.

"Alarm monitoring services" means services that receive or respond to signals or other

communications from devices that are part of an electronic security system.

"Automated secure alarm protocol" means a nationally-established computer-aided dispatch system and service for the processing of information from alarm monitoring stations needing emergency dispatch.

"Electronic security services" means services that supply, sell, install, maintain, service, repair or monitor electronic security systems for one or more end users. The term includes the provision of any combination of the services described in the preceding sentence, as well as the provision of any related service that allows a provider access to an end user's individual system information.

"Electronic security system" means a combination of equipment, devices, software, and communication systems that are designed or intended to control access to buildings or premises, or to signal the presence of unauthorized entry or other unexpected or emergency conditions regarding the security of premises that warrant urgent attention. The term includes without limitation video surveillance, security cameras, video recording equipment, video management equipment, biometric authentication systems, electronic access control, card access systems, or digital or electromechanical locks whose installation and use pertain to the intent and purpose set forth in the preceding sentence.

"End user," with regard to an electronic security system, means the person or persons for whose benefit the system has been installed and who occupies or otherwise uses the building or location that is protected by the system.

"Individual system information" with respect to a particular electronic security system, means information pertaining to the location, extent or design of system components, and includes related contact lists and password information for the system's end user or users.

"Public safety answering point" has the meaning ascribed to in NRS 707.500.

"Security guard" means a person who is properly licensed or registered pursuant to the provisions of NRS Chapter 648.

SECTION 3: Title 6, Chapter 18, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.18.020: No person shall engage in **[**, conduct or carry on the business of maintaining, servicing,

repairing, selling, manufacturing, installing or causing to be installed, in or on any building, place or premises, within the City, any device known as a burglar alarm] the business of providing electronic security services without first obtaining and thereafter maintaining a valid unexpired license therefor pursuant to this Code.

SECTION 4: Title 6, Chapter 18, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.18.030: Each person required to be licensed [as a burglar alarm service] under this Chapter must pay in advance an annual license fee of three hundred dollars.

SECTION 5: Title 6, Chapter 18, 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 40, reading as follows:

6.18.040: Nothing in this Chapter shall be deemed to apply to any transaction by which a merchant sells one or more components of an electronic security system to a customer if the merchant does not perform installation, monitoring or on-site services pertaining to the use of the system.

SECTION 6: Title 6, Chapter 18, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.18.050: No person, except one approved for suitability as required by Chapter 6.06, shall be employed by [the] a licensee to install, maintain or repair [a burglar alarm] an electronic security system on the premises of a customer or client unless the person performing the service has a valid unexpired work card obtained pursuant to Chapter 6.86.

SECTION 7: Title 6, Chapter 18, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.18.060: [All alarm devices installed by the licensee shall terminate in an office of the licensee. The licensee, having reason to believe a valid alarm has been set off, shall immediately notify Metro and dispatch his employee or employees to the location of the alarm. For the purpose of notifying the police, the maximum equipment allowed shall be a direct line to Metro's switchboard.] All electronic security systems installed

by a licensee shall terminate in an office of the installing licensee or of another person licensed under this Chapter to perform alarm monitoring services. Each licensee engaged in providing monitoring services that has reason to believe a valid alarm has been initiated shall immediately attempt to notify the end user associated with the alarm or the end user's designee in an attempt to verify the validity of the alarm signal. If the licensee is unable to verify the validity of the signal, the licensee shall dispatch an employee or a security guard to the location of the alarm. If the end user, the end user's designee, an employee of a licensee, or a security guard verifies that the signal is valid or is unable to determine the validity of the signal, the licensee or a security guard shall be responsible for notifying Metro of the alarm.

SECTION 8: Title 6, Chapter 18, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.18.070: Every licensee maintaining an [alarm device] electronic security system shall post a [framed] notice containing the name, address and telephone number of the company or person to be notified to render repairs or service during any hour of the day or night that the [alarm rings.] electronic security system is activated with an audible signal. Such notice shall be posted [near the alarm in such a position as to be legible from the ground level adjacent] so as to be visible and legible from just outside the main entrance to the building.

SECTION 9: Title 6, Chapter 18, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.18.080: [No alarm with a sound similar to that of any emergency vehicle of Civil Defense siren shall be installed.] No electronic security system shall include as part of the installation:

(A) An audible signal that with a sound similar to that of any emergency vehicle; or

(B) A communication signal that sends a recorded message of a potential alarm to a public safety answering point, unless it is sent in connection with the use of an automated secure alarm protocol that has been approved by City ordinance.

SECTION 10: Title 6, Chapter 18, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.18.100: When notifying Metro of an alarm, the licensee shall [state his business name and furnish the exact address from which the alarm originated, the name and type of establishment, and, if more than one floor or department, the precise location of the alarm shall be given and the type of alarm, such as silent robbery, silent burglary, or ringer-type alarm.] provide:

(A) The licensee's business name;

(B) The exact address of the structure from which the alarm originated, the name and type of the establishment or occupancy at that location, and, if the structure has more than one floor or occupancy, the precise location within the building where the alarm was activated; and

(C) The type of alarm trigger (burglary, panic, etc.) and whether the alarm signal is silent or audible.

SECTION 11: Title 6, Chapter 18, Section 110, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.18.110: [It is the responsibility of the licensee to install and maintain a trouble-free alarm system, and clearly instruct his subscribers in the use and operation of the alarm, and especially those factors which can cause a false alarm. Periodic inspections shall be made by the licensee or his employee to re-educate the subscriber and his employees to obtain compliance.] Each licensee that installs or maintains an electronic security system is responsible for:

(A) Installing or maintaining the system in a trouble-free condition; and

(B) Instructing end users in the use and operation of the system, including factors that can cause a false alarm.

SECTION 12: Title 6, Chapter 18, Sections 90, 120 and 130, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in their entirety.

SECTION 13: Title 6, Chapter 6, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.06.080: (A) The application must be signed and verified by the applicant under oath.

(B) The applicant shall submit to fingerprinting and photographing, shall authorize the

City in writing to obtain information from the past and present employers, criminal justice agencies, financial institutions, Federal, State and local governments and agencies, and other persons and entities, and shall consent in writing to the release of such information to the City for use in connection with the application for approval for suitability and other City business regulations. The applicant shall also sign a release of claims and a hold harmless agreement to the City for its use of the information provided by the applicant or discovered during any investigation thereof.

(C) Each applicant for a license within the following categories shall be subject to the provisions of Subsection (D) of this Section:

(1) Adult nightclub establishment;

(2) Alcoholic beverage;

(3) [Burglar alarm] Electronic security services;

(4) Erotic dance establishment;

(5) Gaming;

(6) Ice cream truck;

(7) Locksmith and safe mechanic;

(8) Massage establishment;

(9) Medical marijuana establishment;

(10) Pawnbroker;

(11) Psychic arts;

(12) Reflexology;

(13) Secondhand dealer;

(14) Smoke shop; and

(15) Teenage dancehall or teenage nightclub.

(D) In the case of the license categories listed in Subsection (C) of this Section, applicants are required to submit to fingerprinting for purposes of a fingerprint check through the Federal Bureau of Investigation (FBI). In each such case:

(1) A complete set of fingerprints will be taken and will be forwarded to the Central Repository for Nevada Records of Criminal History.

(2) The Central Repository for Nevada Records of Criminal History is authorized to submit the fingerprints to the FBI for its report and to exchange fingerprint data with the FBI.

(3) The purpose for the submission of fingerprints is to allow for a State and Federal criminal records investigation regarding the applicant to determine suitability for licensing relative to the specified type of business.

(E) The provisions of Subsections (C) and (D) of this Section are adopted under the authority of, and consistent with, NRS 239B.010(1)(a) and Public Law 92-544, and should be read and interpreted in connection therewith.

SECTION 14: 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 15: 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 16: 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 _____, 2018.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-5-18
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 _____, 2018, 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 _____, 2018, 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:

_____
LUANN D. HOLMES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2018-25 - For possible action - Amends various provisions of the Unified Development Code to provide for administrative deferrals and deviations regarding certain development requirements, and to adjust the requirements for private streets and street terminations. Proposed by: City Manager's Office

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will amend various provisions of the Unified Development Code to provide for administrative deferrals and deviations regarding certain development requirements, and to adjust the requirements for private streets and street terminations. A number of the amendments are designed to make the development approval process more efficient. Others, which pertain to the City's new fire sprinkler requirement for single family homes, implement related adjustments developed by the City in conjunction with the Southern Nevada Home Builders Association.

RECOMMENDATION:
Bill will be heard at the July 30, 2018 Recommending Committee Meeting and is eligible for adoption at this August 1, 2018 City Council Meeting.

First Reading – July 18, 2018 First Publication – July 19, 2018

BACKUP DOCUMENTATION:
Bill No. 2018-25

BILL NO. 2018-25

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS PROVISIONS OF THE UNIFIED DEVELOPMENT CODE TO PROVIDE FOR ADMINISTRATIVE DEFERRALS AND DEVIATIONS REGARDING CERTAIN DEVELOPMENT REQUIREMENTS, ADJUST THE REQUIREMENTS FOR PRIVATE STREETS AND STREET TERMINATIONS, AND PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: City Manager's Office

Summary: Amends various provisions of the Unified Development Code to provide for administrative deferrals and deviations regarding certain development requirements, and to adjust the requirements for private streets and street terminations.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: 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 2 to 30, inclusive, of this Ordinance. The amendments in those Sections are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 2: Title 19, Chapter 2, Section 10, is hereby amended to read as follows:

19.02.010 MINIMUM STANDARDS

A. The design standards of this Chapter shall constitute the minimum design and construction standards for all development and land divisions created through the parcel map, tentative map and final map processes. All improvements required by this Title shall be designed, installed and maintained in accordance with applicable City [standards.] Standards.

B. Except as otherwise provided in this Chapter, any request to deviate from the design standards of this Chapter shall require the submittal of a request for an administrative deviation from standards. The decision regarding the request for an administrative deviation from standards is subject to the discretion of the Director of Public Works, taking into account whether the circumstances of the request warrant the requested deviation. The Director may approve the request (with or without conditions), deny the request, or refer the

request to the Planning Commission for a decision in accordance with the Waiver provisions of LVMC 19.16.130. Neither the Variance provisions of LVMC 19.16.140 nor the Administrative Deviation provisions of LVMC 19.16.120 shall apply to the design standards of this Chapter.

SECTION 3: Title 19, Chapter 2, Section 20, is hereby amended to read as follows:

19.02.020 DIRECTOR OF PUBLIC WORKS

The Director of Public Works is responsible for the administration and enforcement of any provisions of this Title that are assigned or delegated to the Director of Public Works by the provisions of this Title. In connection with that responsibility, the Director of Public Works shall have the authority to:

A. Cooperate with the Director of Planning in administering and enforcing this Title;

B. Act upon and process applications under this Title, to the extent assigned or delegated that responsibility;

C. Conduct the necessary review of maps and development documentation which have been submitted under this Title;

D. Provide interpretations and references regarding applicable requirements for off-site improvements, rights-of-way, dedications, and drainage and traffic studies;

E. Provide comments or other input to ensure the inclusion of appropriate survey data, recommendations and related documentation;

F. Approve or deny administrative [exceptions and waivers] deferrals and deviations from standards in accordance with the provisions of this Title[;], or refer such requests to the Planning Commission for decision in accordance with the Waiver provisions of LVMC 19.16.130; and

G. Delegate, designate or assign to another person any function described in this Section, except to the extent not permitted by law.

SECTION 4: Title 19, Chapter 2, is hereby amended by adding thereto a new section, designated as Section 25, reading as follows:

19.02.025 DEDICATION AND IMPROVEMENT REQUIREMENTS

A. Uses of land permitted in each zoning district shall be allowed only when the permit for any proposed

improvement on the land includes provisions for the:

1. Dedication of all essential rights-of-way for major streets, minor streets, flood control, utilities and other public purposes; and

2. Provisions for the installation of essential off-site improvements as directed by the City. Essential rights-of-way and off-site improvements are defined as those rights-of-way and improvements required in connection with a proposed Special Use Permit, Variance, or Site Development Plan; required by the subdivision regulations of the City; or required by the Director of Public Works as appropriate and necessary to mitigate the impact of the development of property in the area. All improvements shall be constructed in accordance with the City Standards and specifications.

B. Full off-site improvements meeting current City Standards are required for all development regulated by this Title, which include but is not limited to: full depth pavement, curb and gutter, sidewalk, streetlights, traffic signals, traffic appurtenances, sanitary sewer, drainage improvements and landscaping in the public right-of-way. All development must, at a minimum, match and extend existing improvements that are immediately adjacent to the proposed development.

C. In each of the following cases, the Director of Public Works shall have the discretion to determine the extent to which improvements will be required initially or in phases, taking into account appropriate means of transitioning from developed rights-of-way to partially-developed or undeveloped rights-of-way:

1. Development that is adjacent to a City-initiated road improvement project; or

2. Large-parcel development where only a portion of the parcel is proposed to be developed and where no subdivision is proposed.

D. Standard urban improvements for a single lot that is developed for a single family residence are, at a minimum, required to match and extend the off-site improvements that exist immediately adjacent to the lot; however, a property owner may request a deferral of all or part of the improvements that do not already exist on adjacent lots. If deferral is approved, the property owner is required to enter into a "Covenant Running with Land Agreement" for the deferred improvements. The agreement shall be recorded with the office of the County Recorder and a copy of the recorded document shall be provided to the City.

E. Except as otherwise provided in this Subsection (E), deferrals for any standard urban improvements may be administratively approved by the Director of Public Works only if all the following conditions are met:

1. No improvements or partial improvements exist immediately adjacent to the proposed development;

2. The proposed development frontage requested for deferral is not more than 660 feet (one nominal block) in length;

3. The site is not at the corner of two public streets identified on the Planned Streets and Highways Map;

4. The proposed development is a distance of 330 feet or more from developed or entitled property for which improvements have not been deferred; and

5. The proposed development is a single-family residential subdivision, or is a single lot that is developed for a single-family residence that is subject to Subsection (4) above.

If an applicant does not meet all of the above criteria, the Director may take into account extenuating site-related circumstances and make a determination to allow an administrative deferral.

F. If standard urban improvements are allowed to be deferred for residential subdivisions, the following shall be required, as applicable:

1. An improvement contribution as follows:

a. For streets defined on the Master Plan of Streets and Highways Map as a highway, a Major Collector or a Primary Arterial:

i. 100% of the City's bond estimate costs for deferred/waived improvements, excluding street lighting; and

ii. 100% of the City's bond estimate costs for deferred/waived street lighting when pedestals are not installed. This may be reduced to 50% of the City's bond estimate costs if pedestals are installed.

b. For all lesser street classifications (60 feet or less) that are deferred for the public frontage

of the subject property where the development is more than 4 single family residential lots:

i. 50% of the City's bond estimate costs for deferred/waived improvements, excluding street lighting; and

ii. 50% of the City's bond estimate costs for deferred/waived street lighting when pedestals are not installed. This may be reduced to 25% of the City's bond estimate costs if pedestals are installed.

2. A "Covenant Running with Land Agreement" entered into by the property owner for the deferred improvements, if less than 100% is required.

SECTION 5: Title 19, Chapter 2, Section 40, is hereby amended to read as follows:

19.02.040 SIDEWALKS

Sidewalks shall be provided in accordance with City [standards.] Standards. Alternative pedestrian ways, greenbelt systems or other sidewalk designs may be approved by the Director and the Director of Public Works. The final sidewalk system shall provide a logical and continuous path to area pedestrian destinations, including schools and playgrounds. Sidewalk and pedestrian way width and construction shall be in accordance with City [standards.] Standards.

SECTION 6: Title 19, Chapter 2, Section 50, is hereby amended to read as follows:

19.02.050 DRAINAGE IMPROVEMENTS AND FACILITIES

The design and construction of all curbs, gutters and other drainage improvements and facilities shall comply with City [standards] Standards and with any site-specific drainage plan and technical drainage study that has been accepted or approved by the City.

SECTION 7: Title 19, Chapter 2, Section 60, is hereby amended to read as follows:

19.02.060 CURBS AND GUTTERS

All curbs and gutters on all streets required to meet the provisions of LVMC Chapter 19.04, whether private or public, shall be eighteen inch L-type[.] conforming to City Standards. All curbs and gutters on streets not required to meet LVMC Chapter 19.04 standards with a right-of-way width of sixty feet or more shall be twenty-four inch L-type[.] conforming to City Standards. On all other streets, whether private or public,

thirty-inch roll-type curb and gutter conforming to City Standards may be allowed as long as the requirements of the site-specific drainage plan and technical drainage study do not prohibit the use of roll-type curb due to anticipated drainage flows[.] and the use of roll-type curbs does not conflict with public access requirements on public streets.

SECTION 8: Title 19, Chapter 2, Section 70, is hereby amended to read as follows:

19.02.070 SANITARY SEWER IMPROVEMENTS

The design and construction of all sanitary sewer improvements shall comply with City [standards.] Standards.

SECTION 9: Title 19, Chapter 2, Section 110, is hereby amended to read as follows:

19.02.110 FIRE HYDRANTS

A. Determination of Number Required

For purposes of determining the number of hydrants required for a particular development, the maximum amount of flow per hydrant that may be counted in determining the system's adequacy is one thousand five hundred gallons per minute. The criteria for determining the fire flow and number of hydrants for any specific subdivision shall be those set forth in the Fire Code and the I.S.O. Manual adopted by the City.

B. Placement

Fire hydrants shall be spaced in accordance with the requirements of the Fire Code and the Department of Fire and Rescue.

C. Location

Hydrants shall be located in conformance with applicable Standard Drawings and the Fire Code. No hydrant shall be located inside or within twenty feet of the required right-of-way radius of a cul-de-sac. Public fire hydrant easements shall be provided for all public fire hydrants not located within public street rights-of-way.

D. Installation

Fire hydrants shall be installed prior to the commencement of any combustible construction in accordance with the requirements of the Fire Code and the Department of Fire and Rescue. All-weather access, as

approved by the Department of Fire and Rescue, shall be provided to all hydrants and combustible construction.

E. Specifications

Hydrants shall conform to the latest edition of American Water Works Standard, C502, for fire hydrants, and the specifications set forth in City [standards.] Standards.

SECTION 10: Title 19, Chapter 2, Section 130, is hereby amended to read as follows:

19.02.130 COMMITMENTS FOR THE INSTALLATION OF IMPROVEMENTS

A. [Essential Rights-Of-Way and Off-Site Improvements

Uses of land permitted in each zoning district shall be allowed only when the permit for any proposed improvement on the land includes provisions for the:

1. Dedication of all essential rights-of-way for major streets, minor streets, flood control, utilities and other public purposes; and

2. Provisions for the installation of essential off-site improvements as directed by the City. Essential rights-of-way and off-site improvements are defined as those rights-of-way and improvements required in connection with a proposed Rezoning, Special Use Permit, Variance, or Site Development Plan; required by the subdivision regulations of the City; or required by the Director of Public Works as appropriate and necessary to mitigate the impact of the development of property in the area. All improvements shall be constructed in accordance with the City standards and specifications.

B. Construction Agreement] Construction or Construction Agreement

The subdivider is responsible for the construction of all public improvements and for any private improvements associated with the parcel map or subdivision that may be required by the City. Required improvements shall be completed prior to the recordation of the parcel map or final map, unless the subdivider enters into an agreement with the City to install such improvements as provided for in Subsection [(C)] (B) of this Section or has executed a covenant running with a land agreement, whichever is applicable, as determined by the Department of Public Works. Required dedications must be accomplished prior to the release of the parcel map or final map or such dedications must be noted on the approved maps as being

offered for dedication.

[C] B. [Secured Agreement Required] Agreement to be Secured

The subdivider shall execute an agreement that guarantees the construction of the required public improvements and shall provide security for their construction in an amount equal to the estimated cost of construction plus ten percent additional for contingencies. The agreement shall be secured by such good and sufficient bond or other security as is deemed appropriate by the City to protect the public interest, and shall be in an amount determined to be sufficient to complete all required improvements and to remove all rubbish, trash, debris, surplus material and equipment from the area. The Director of Public Works shall be responsible for review and, if deemed acceptable, approval of all cost estimates for construction of required public improvements. The subdivider's engineer shall be responsible for submitting all improvement plans and quantity estimates in a manner and form that complies with City requirements.

[D] C. Common Area and Off-Site Improvements Requirements

1. In connection with the approval of any parcel map or final map, the developer or subdivider must provide for the installation of common area and off-site improvements by obtaining the City's approval of either a phasing plan or a development agreement, as determined by the Director and the Director of Public Works.

2. The phasing plan or development agreement shall set out a development schedule for all common area and off-site improvements, including but not limited to water, sewer and storm drainage lines; streets; open space improvement; trails; parks; and landscaping. Except as otherwise provided in Paragraphs (3) and (4), completion of common area and off-site improvements within any residential subdivision shall be scheduled to be concurrent with development (e.g., when fifty percent of the development is completed, at least fifty percent of the common area and off-site improvements shall be completed). Calculation of the percentage of the development that is completed shall be based upon the number of building permits issued.

3. Except as otherwise provided in Paragraph (4), all common area and off-site improvements within any residential subdivision shall be completed when seventy-five percent of the development is completed (e.g., when seventy-five percent of the development is completed, one hundred percent of the

common area and off-site improvements shall be completed). Calculations of the percentage of the development that is completed shall be based on the number of building permits issued.

4. A phasing plan is subject to review and approval by the Director of Public Works, as are revisions to the plan. Notwithstanding any other provision of [the Subsection (D),] this Subsection (C), the Director of Public Works, in the interest of convenience, shall have the discretion to:

a. Determine the appropriateness of, and level of compliance with, phasing under this Subsection [(D)] (C); and

b. Issue additional building permits beyond those that otherwise would be allowed based upon the progress of the development within the preceding 180 days. The issuance of additional building permits shall be in accordance with a written policy developed by the Director of Public Works and shall be contingent on the developer's execution of a binding completion schedule that is mutually agreeable to the developer and the Director of Public Works.

5. A development agreement is subject to review and approval pursuant to LVMC 19.16.150.

6. In the case of either a phasing plan or development agreement, the City is authorized to require security or a performance guarantee for the installation of common area and off-site improvements. The amount of the required security or performance guarantee shall be established by the Director of Public Works, and the form of security or performance guarantee must be acceptable to the City Attorney. To the extent possible, the provisions of Subsection [(C)] (B) shall apply directly or by analogy to the installation of improvements and security required under this Section.

7. In accordance with LVMC 19.16.050(K), a specific parks in-lieu-of plan must be approved with the tentative map if the developer proposes park improvements in lieu of paying residential construction taxes.

[E] D. Security Documents

The surety documents or other documents of security required in connection with an agreement to install improvements shall specify the duration of the security and its manner of release, and shall provide remedies in the event of default. Such security may be in the form of:

1. A cash deposit or approved government securities;

2. A performance or surety bond issued by a company authorized to issue such bonds in Nevada;

3. An agreement with a lending institution operating under Nevada law; [providing,] provided that the institution shall reserve sufficient funds out of the subdivider's construction loan (or funds otherwise set aside for the use of the subdivider) to assure completion of all required improvements, shall retain ten percent of the funds until the improvements are accepted by the City and shall not release any funds without the approval of the Director of Public Works;

4. A first deed of trust on real property located in or near the City. The deed of trust must name the City as beneficiary and be accompanied by appropriate agreements or other documents that sufficiently bind the subdivider and trustor to the satisfaction of the City Attorney. The appraised market value of the property which is the subject of the deed of trust must equal or exceed one hundred twenty-five percent of the value of the amount of security determined necessary by the Director of Public Works; or

5. In the case of improvements whose estimated cost is fifty thousand dollars or less, an agreement with the City providing that, in consideration of issuing a building or grading permit, the City may withhold certificates of occupancy, recordation of a map or the inspection of buildings associated with the project unless and until the improvements have been completed to the City's satisfaction.

[F] E. Special Improvement Districts

A subdivider may request the inclusion of a subdivision within a special improvement district and the City may include a subdivision in accordance with applicable procedures. If the City Council approves a special improvement district that includes a subdivision, the City may release the subdivider from the improvement guarantee executed pursuant to Subsection [(E)] (D) above. The obligation to release shall not accrue until the contract for the special improvement district project has been awarded, and the release shall be only to the extent that the work of improvement will be accomplished through the special improvement district.

[G] F. May Be Required

In connection with development approvals or permit approvals for residential and nonresidential developments that are not otherwise subject to the land division requirements of this Title, the City may

require, as a condition of approval, that the developer install one or more of the following, to applicable City Standards:

1. Appropriate off-site improvements;

2. Site access improvements; and

3. Private streets and common area improvements that are proposed to serve the development.

[H] G. Off-Site Improvements Agreement—Security

In order to assure the installation of any improvements required pursuant to Subsection [(G)] (F) of this Section, the developer may be required to do one or more of the following:

1. Enter into a development agreement or covenant running with land agreement;

2. Enter into an off-site improvements agreement and post adequate security therefor in accordance with the provisions of this Section;

3. Provide an alternate or equivalent means of assurance that is satisfactory to the City, including the payment of moneys in lieu of improvements.

[I] H. Director Includes Designee

Any reference in this Section to the Director of Public Works includes a designee of the Director.

SECTION 11: Title 19, Chapter 2, Section 140, is hereby amended to read as follows:

19.02.140 INTERSECTIONS

A. Length

Any intersection of any street that provides external access from a subdivision to any existing or planned street abutting the subdivision which has a right-of-way of sixty feet or more shall be offset from any other intersection by at least two hundred twenty feet, measured from centerline to centerline. Intersections of streets providing service internally within a subdivision, where they do not intersect arterial or major streets, shall be offset a minimum of one hundred twenty-five feet. The City Traffic Engineer, at his sole discretion, may allow lesser separation than the distances set forth above if the applicant can demonstrate that the alternative design can safely accommodate traffic circulation. Alternatively, the City Traffic Engineer may refer any such request to the Planning Commission for a decision in accordance with the Waiver provisions

of LVMC 19.16.130.

B. Angles

Street intersections shall be at an angle of ninety degrees, or as close to ninety degrees as is practicable. In no case shall an intersection be at an angle less than seventy-five degrees.

C. [Standard] Compliance with Standards

Intersection designs regarding planned streets shall comply with the applicable Uniform Construction Design Standards, [except in cases where a 60-foot planned minor collector intersects a roadway of an equal or lesser right-of-way width. At such intersections, pavement widths and curb return radii shall comply with City Standards.] which may include the requirement of additional right-of-way dedication.

SECTION 12: Title 19, Chapter 2, Section 220, is hereby amended to read as follows:

19.02.220 COMPACTION OF STREET SUB-GRADE AND BASE MATERIALS

Compaction of street sub-grade and base materials shall comply with City [standards] Standards.

SECTION 13: Title 19, Chapter 2, Section 230, is hereby amended to read as follows:

19.02.230 DRIVEWAYS

A. Driveway design and construction shall comply with City [standards] Standards.

1. Residential driveway lengths are measured from the back of sidewalk or back of curb where no sidewalk is provided.

B. For nonresidential development, or for residential lots other than single family or duplex lots, the number, type and location of driveways must first be approved by the Director of Public Works.

C. Except as otherwise permitted by this Chapter or by City standards, or as otherwise approved by the Director of Public Works:

1. For any single family or duplex residential lot, no more than a single entrance or circular driveway shall be provided.

2. No driveway access shall be permitted from the side or rear yard of any residential lot onto any primary or secondary thoroughfare so designated on the City's Master Plan of Streets and Highways.

SECTION 14: Title 19, Chapter 2, Section 240, is hereby amended to read as follows:

19.02.240 STREET LIGHTING

Street lighting for public streets shall be designed, installed or upgraded in accordance with City [standards unless the City Council allows an exception. The installation or upgrading of conforming lighting may be deferred if the deferral is approved by the City Council and the applicant executes a covenant running with land agreement to secure the installation or upgrade.] Standards. Street lighting is not required for private streets within single family subdivisions.

SECTION 15: Title 19, Chapter 2, Section 250, is hereby amended to read as follows:

19.02.250 ACCESS CONTROL GATES AND STORAGE AREAS

When utilized on private streets or drives, access control gates and storage areas shall be designed, installed and located in accordance with City [standards.] Standards. Access control gates and all appurtenant facilities and equipment shall not be located in the public right-of-way. An adequate vehicle queuing area as determined by the Director of Public Works must be provided in order to prevent blockage of public streets. A pedestrian gate separate from the vehicular movement area shall also be provided.

SECTION 16: Title 19, Chapter 2, Section 260, is hereby amended to read as follows:

19.02.260 EMERGENCY ACCESS GATES

All emergency access gates shall be designed, installed and maintained in accordance with City [standards.] Standards.

SECTION 17: Title 19, Chapter 2, Section 270, is hereby amended to read as follows:

19.02.270 PRIVATE DRIVE CONSTRUCTION

Private drives shall be constructed in sufficient manner and width to accommodate anticipated on-site traffic conditions and shall be in accordance with LVMC [19.04.090] 19.04.080 and any other applicable City [standards.] Standards.

SECTION 18: Title 19, Chapter 2, Section 290, is hereby amended to read as follows:

19.02.290 VEHICULAR ACCESS PROHIBITION TO PRIMARY OR SECONDARY THOROUGHFARE

Each lot within a subdivision shall have access to a public or private street or private drive that complies with

City [standards.] Standards. Lots with residential zoning and having less than one hundred feet on any side adjacent to a primary or secondary thoroughfare, as designated on the City's Master Plan of Streets and Highways, shall be prohibited vehicular access to the primary or secondary thoroughfare. The access prohibition shall be clearly indicated on the recorded final map. Unless no alternative exists due to the size or depth of the land to be divided, no residential lot shall front onto a primary or secondary thoroughfare. All such lots shall be oriented to have either their rear or side yard lines adjacent to the primary or secondary thoroughfare.

SECTION 19: Title 19, Chapter 2, is hereby amended by adding thereto a new section, designated as Section 295, reading as follows:

19.02.295 PUBLIC IMPROVEMENT CONSTRUCTION PLAN SUBMITTAL AND PERMITTING

A. Plans submitted to the City for proposals to construct public improvements must meet the most recently published and circulated version of the City's "Standard Plan Guidelines and Design Layout for Land Development Projects."

B. The applicant shall notify the Director of Public Works at least twenty-four hours in advance of the scheduled date and time that construction and installation work relating to required public improvements or private streets is to commence. If delays occur, the applicant shall notify the Director of Public Works not less than two hours prior to the rescheduled time.

SECTION 20: Title 19, Chapter 4, Section 10, is hereby amended to read as follows:

19.04.010 STREET CONNECTIVITY

A. Purpose

The purpose of this Chapter is to set forth requirements for achieving a connected transportation system as outlined in the City's General Plan to provide a safe and accessible environment for a variety of transportation modes and users.

All proposed development shall be designed in a manner that provides for and facilitates the logical overall design, placement and continuity of streets with respect to adjacent land parcels, and in accordance with this

Title, the City's Master Plan of Streets and Highways and LVMC Title 13.

B. Applicability

1. The street connectivity standards set forth herein are minimum requirements and shall apply to all new development projects whether utilizing public streets, private streets or private drives. Except as otherwise provided in this Chapter, any request to deviate from these standards shall require the submittal of an application for a Variance, which shall be subject to the procedures and standards set forth in LVMC 19.16.140.

2. Where a proposed development is adjacent to existing improvements, the Director of Public Works shall determine the extent to which it is appropriate to implement the standards outlined in this Chapter and approve, if necessary, designs for the transition from existing improvements to those that meet the standards of this Chapter. The Director may approve a deferral of the Amenity Zone standards pursuant to LVMC 19.02.025.

SECTION 21: Title 19, Chapter 4, Section 30, is hereby amended to read as follows:

19.04.030 VEHICLE/PEDESTRIAN SEPARATION MANAGEMENT

Pedestrian and vehicle separation shall be accomplished by the following treatments:

A. Sidewalks shall be required on both sides of all public and private streets in accordance with City Standards[.] , except that private gated community streets as referred to in LVMC 19.04.230 are only required to have sidewalk on one side of the street.

B. Sidewalks shall be provided adjacent to private drives to separate pedestrian and vehicular movements, which include, but are not limited to commercial center drives, commercial driveways, park entrances and multi-family residential developments.

C. Sidewalks shall be offset from vehicular travel lanes along arterial and collector streets as illustrated for each such street classification in LVMC 19.04.170 through 19.04.200.

D. Sidewalk location on residential streets should be as illustrated for each such street classification in LVMC 19.04.210 through [19.04.220.] 19.04.230. The ultimate location shall be determined by the approved roadway cross section for the development.

E. Pedestrian roadway crossings not located at intersections, also known as mid-block crossings, must receive the approval of the City Traffic Engineer prior to being marked or used for such purposes.

SECTION 22: Title 19, Chapter 4, Section 70, is hereby amended to read as follows:

19.04.070 PRIVATE STREET REQUIREMENTS

Private streets must comply with applicable City [standards] Standards and with the following requirements:

A. Private streets shall have the same dimensions as the comparable public streets unless separated by gates. Private gated community streets may conform to the provisions of LVMC 19.04.230.

B. Where access control gates are to be used in conjunction with private streets, the principal vehicular entrance gate must have a minimum width of 50 feet and comply with the Uniform Standard Drawings and LVMC 19.02.250. Additional access control gates for vehicles must be designated and signed for residents only, have automatic methods of opening, and may be of a narrower width and depth as determined by the Director of Public Works.

C. Private streets shall meet the minimum construction standards for public streets. All private streets shall be located on a separate common lot or lots that are maintained by an HOA or other approved private maintenance organization.

D. Street name signs for private streets shall bear the words "privately maintained," and shall be a color and design established by the City and in conformance with the most recent edition of the Manual of Uniform Traffic Control Devices. The color of such a sign shall be brown with white letters.

E. [Any proposed deviations from the minimum public street standards must be approved by a Waiver and must be separated from abutting standard streets by a gate that meets City standards.] Notwithstanding the provisions of Subsections (A) through (D) of this Section, an administrative deviation of standards may be approved by the Director of Public Works for private streets meeting the following:

1. The street must end in a cul-de-sac that conforms to LVMC 19.04.100;

2. The street cannot provide access to more than four single family residential lots;

3. The street, if located on a separate common lot, must be privately maintained by an HOA or other maintenance organization; and

4. The applicant must demonstrate that the alternative design, including any reduction in street width, can safely accommodate vehicular and pedestrian traffic circulation.

SECTION 23: Title 19, Chapter 4, Section 90, is hereby amended to read as follows:

19.04.090 ALLEY REQUIREMENTS

All alleys constructed after the effective date of this Title shall be private alleys and privately maintained unless otherwise authorized by the Director of Public Works. Where public alleys are to be provided, they shall be paved and have a minimum width of twenty feet and be in accordance with City [standards.] Standards.

SECTION 24: Title 19, Chapter 4, Section 100, is hereby amended to read as follows:

19.04.100 [CULS-DE-SAC] STREET TERMINATIONS OTHER THAN AT INTERSECTIONS

For public streets which terminate other than at an intersection with another public street, and private streets that terminate other than at an intersection with another private or public street, the termination shall be provided by [means of a circular cul-de-sac that shall be designed and installed in accordance with City standards] one of the following, as applicable:

A. A cul-de-sac with a minimum radius of 40 feet as measured from the flowline of the curb for street lengths up to 600 feet; or

B. In the case of a private street up to 250 feet in length that is located behind a gate, a hammerhead meeting the Standard 212.1.S1 design.

Street lengths in excess of those stated in Paragraphs (A) and (B) above may be allowed only if approved by the Fire Code Official.

SECTION 25: Title 19, Chapter 4, Section 160, is hereby amended by replacing the final page of Table 1 (Transportation—Land Use Matrix) at the end of that section with the page that is attached to this Ordinance as Exhibit A.

SECTION 26: Title 19, Chapter 4, is hereby amended by adding thereto a new section, designated as Section 230, reading as follows:

19.04.230 PRIVATE GATED COMMUNITY STREETS

A private street located within a gated community, with a minimum width of 24 feet measured to the face of the curb, which is designed to carry residential traffic between minor collectors and local streets. On-street parking may or may not be provided.

{NOTE: 19.04.230 – Figure 1 – Street Section/Dimensions appears here}

SECTION 27: Title 19, Chapter 4, Section 230, is hereby amended by adding to the end of that Section the figure that is attached to this Ordinance as Exhibit B.

SECTION 28: Title 19, Chapter 16, Section 50, Subsection (C), Paragraph (4), is hereby amended to read as follows:

4. Notwithstanding any provision of Paragraphs (2) and (3) above relative to the timing of the presentation of a tentative map, a subdivider or representative may elect an alternative procedure whereby a tentative map application may be submitted and processed concurrent with any related application for rezoning[,] site development plan review, or waiver pursuant to LVMC 19.16.130. The intent to elect the alternative procedure should be indicated at the time of the pre-application conference and the election must be made at the time of submittal of the tentative map application, on a form provided by the Department. In the case of any such election:

[1.] a. The election to use the alternative procedure and the Director's acceptance of a tentative map application as complete shall be deemed to constitute the parties' mutual consent to extend the time limits pursuant to NRS 278.350; and

[2.] b. Final action on the tentative map may not occur until final action has been taken on any related rezoning application, site development plan review, or both.

SECTION 29: Title 19, Chapter 16, Section 130, Subsection (A), is hereby amended to read as follows:

A. Purpose

The purpose this Section is to establish a procedure to allow for modifications of specific requirements of this Title where, the applicant can show through convincing and substantial evidence that the modification will not compromise the objective of the City in safeguarding the interests of the citizens of the City, the

proposal will substantially meet the intent of the standard, and the granting of the modification will not detrimentally affect the public health, safety or general welfare. The Waiver procedure may be granted in connection with the approval of a Site Development Plan Review, [or] Special Use Permit[,] or Tentative Map, or as a stand-alone item.

SECTION 30: Title 19, Chapter 16, Section 130, Subsection (C), is hereby amended to read as follows:

C. Application

The applicant for a Waiver shall schedule and hold a pre-application conference with the Department prior to the submittal of an application. An application for a Waiver shall be filed with the Department in connection with a Site Development Plan Review, [or] Special Use Permit, or Tentative Map, or as a stand-alone item on a form to be provided by the Department. If submitted in connection with a Site Development Plan Review, [or] Special Use Permit, or Tentative Map, the Waiver should be requested by submitting a letter to the Director indicating the nature of the Waiver sought and stating why it should be granted. If submitted as a stand-alone item, the application shall be signed and acknowledged by the owner of record of the property for which the Waiver is sought, and shall be notarized as to the owner's signature. Waivers submitted in connection with a Site Development Plan Review, Special Use Permit or Tentative Map shall follow the application requirements of LVMC [19.16.110(C)] 19.16.100, 19.16.110 or 19.16.050, respectively.

SECTION 31: For purposes of Section 2.100(3) of the City Charter, Sections 19.04.160, 19.16.050 and 19.16.130 are deemed to be subchapters rather than sections.

SECTION 32: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 2 to 30, inclusive, of this Ordinance.

SECTION 33: 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 34: 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 _____, 2018.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-2-18
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 _____, 2018, 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 _____, 2018, 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:

_____
LUANN D. HOLMES, MMC
City Clerk

Transportation - Land Use Matrix - Table 1

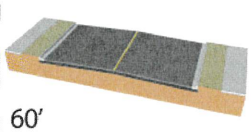
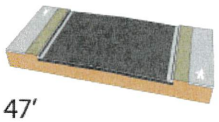
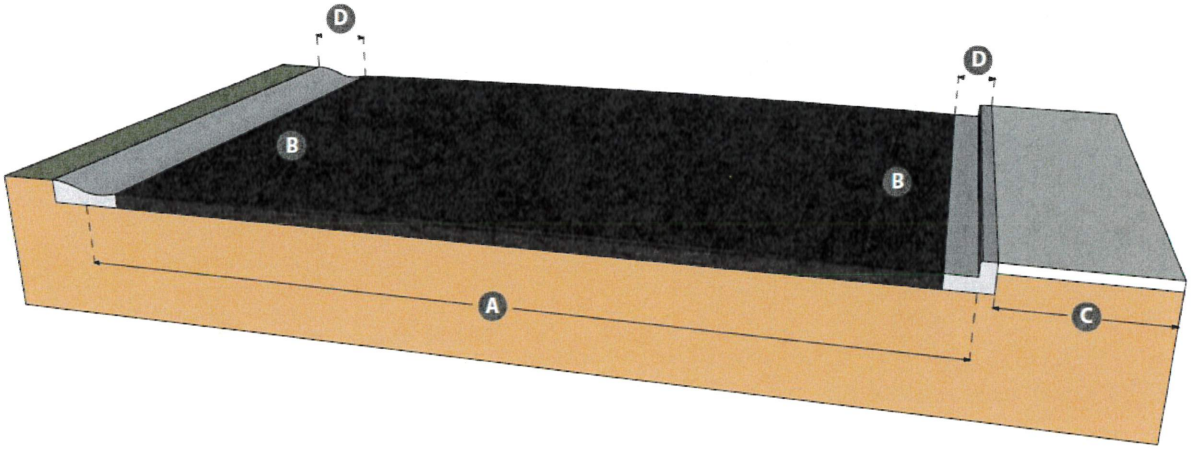
 60' Minor Collector Street	 47' Residential Street	 47' Residential Street (Narrow Lot)	 Private Gated Community Streets		MATRIX KEY
				U Undeveloped	Compatible Street - Land Use Combination (No mitigation)
				R-E Residence Estates	
				R-D Single Family Residential-Restricted	
				R-1 Single Family Residential	
				R-MH Mobile/Manufactured Home Residential	Compatible Street - Land Use Combination (Mitigation may be requested)
				R-SL Residential Small Lot	
				R-CL Single Family Compact-Lot	
				R-TH Single Family Attached	
				R-2 Medium-Low Density Residential	
				R-3 Medium Density Residential	Less Compatible Street - Land Use Combination (Mitigation may be required)
				R-4 High Density Residential	
				P-O Professional Office	
				O Office	
				C-1 Limited Commercial	
				C-2 General Commercial	Not Applicable
				C-PB Planned Business Park	
				C-M Commercial/Industrial	
				M Industrial	

Exhibit A

19.04.230 – Figure 1 – Street Section/Dimensions



A Street Width*	B On-street Parking	C Sidewalk**	D Curb Type
24 feet	Not allowed	1 Side	"L" or Rolled
28 feet	1 Side	1 Side	"L" or Rolled
33 feet	2 Sides	1 Side	"L" or Rolled

**Street width is measured from curb flow line to curb flow line*
***Minimum 5 foot wide sidewalk installed to City Standards*

Exhibit B

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2018-26 - For possible action - Adopts as the City's Fire Code the International Fire Code, 2018 Edition, together with local modifications and supplements thereto. Proposed by: Scott D. Adams, City Manager

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopt as the City's Fire Code the International Fire Code, 2018 Edition, together with local modifications and supplements thereto. The adoption is part of the City's effort to adopt local versions of all the major building and fire safety codes in their most recently published versions.

RECOMMENDATION:
Bill will be heard at the July 30, 2018 Recommending Committee Meeting and is eligible for adoption at this August 1, 2018 City Council Meeting.

First Reading – July 18, 2018 First Publication – July 19, 2018

BACKUP DOCUMENTATION:
1. Bill No. 2018-26
2. Southern Nevada Consensus Fire Code Amendments
3. City's Supplemental Document

BILL NO. 2018-26

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT AS THE CITY'S FIRE CODE THE INTERNATIONAL FIRE CODE, 2018 EDITION, TOGETHER WITH LOCAL MODIFICATIONS AND SUPPLEMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Scott D. Adams, City Manager

Summary: Adopts as the City's Fire Code the International Fire Code, 2018 Edition, together with local modifications and supplements thereto.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 16, Chapter 16, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16.16.010: (A) Those certain documents that are designated as follows, and copies of which are on file in the office of the City Clerk, are hereby adopted by reference as Parts I, II and III of the Fire Code of the City and of this Chapter:

(1) As Part I of this Chapter, the International Fire Code, [2012] 2018 Edition (hereinafter "IFC, [2012] 2018 Edition"), as promulgated by the International Code Council, together with Appendices B, C, and H thereof;

(2) As Part II of this Chapter, the Southern Nevada Consensus Fire Code Amendments, amending, modifying, adding to and deleting certain provisions of the IFC, [2012] 2018 Edition; and

(3) As Part III of this Chapter, a Supplemental Document amending, modifying, adding to and deleting certain provisions of the Southern Nevada Consensus Fire Code Amendments and the IFC, [2012] 2018 Edition.

(B) If a conflict exists between:

(1) Any provision of the IFC, [2012] 2018 Edition, as modified or supplemented by the Southern Nevada Consensus Fire Code Amendments and the Supplemental Document, and

(2) Any other code or ordinance adopted by the City, the more stringent requirement providing the greatest safety from fire shall prevail.

SECTION 2: The Southern Nevada Consensus Fire Code Amendments and the Supplemental Document referred to in Section 1 of this Ordinance are attached hereto and incorporated by this reference.

SECTION 3: For purposes of convenience, administration and enforcement, the Department of Fire and Rescue, following the adoption of this Ordinance, is authorized to publish a document that combines and coordinates the provisions adopted in Section 1 of this Ordinance as Parts II and III of the City's Fire Code, and LVMC Chapter 16.16.

SECTION 4: The 2012 Edition of the International Fire Code, together with the Southern Nevada Fire Code Amendments and the City's Supplemental Document that pertain to the 2012 Edition, are hereby repealed in their entirety.

SECTION 5: In connection with Section 106 of the International Fire Code, 2018 Edition, as well as equivalent provisions in predecessor editions, the City Council is authorized to adopt, by means of resolution, a fee schedule for permits and services pertaining to the administration and enforcement of the Fire Code as adopted by the City. Upon the adoption of such a resolution, the fee schedule so adopted shall replace and supersede all fee schedules adopted in connection with previous fire codes. The fee schedule may be amended from time to time by means of resolution.

SECTION 6: Under the supervision of the Chief of Fire and Rescue, the Fire Prevention Division of the Department of Fire and Rescue shall enforce any applicable regulations of the State Fire Marshal.

SECTION 7: This ordinance shall be effective as of February 4, 2019.

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.

SECTION 10: 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.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2018.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-9-18
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 _____, 2018, 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 _____, 2018, 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:

_____
LUANN D. HOLMES, MMC
City Clerk

Southern Nevada Consensus Fire Code Amendments

Adapted to 2018 IFC including various NFPA Standards

Time/Date Stamp: 5/23/2018 3:29 PM

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INTERNATIONAL FIRE CODE

101.2.1

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.
The following appendices are hereby adopted and are a part of this code:

Appendix B – Fire-flow requirements for buildings, as amended
Appendix C – Fire hydrant locations and distribution, as amended
Appendix H – Hazardous materials management plan (HMMP) and hazardous materials inventory statement (HMIS) instructions
Appendix O – Proprietary (self) monitoring, as amended
Appendix P – Impairment Procedures, as amended

102.7.3

102.7.3 Local codes. The revised locally adopted codes listed below shall replace the listed referenced documents. References contained herein shall refer to the locally adopted codes.

IMC-18 International Mechanical Code is replaced with 2018 Uniform Mechanical Code
IPC-18 International Plumbing Code is replaced with 2018 Uniform Plumbing Code

104.12

104.12 Fire Protection Reports. All high-rise, covered mall, and atrium buildings, in addition to other complex or major facilities as determined by the *fire code official*, including but not limited to Group H and Group I occupancy buildings, shall have a Fire Protection Report submitted and approved prior to construction, demolition, or significant work stoppage. Fire protection reports shall be prepared by an architect or professional engineer working in their area of expertise.

104.12.1 Building Fire Protection Reports. Building fire protection reports shall describe the building uses, construction and life safety features of the entire building.

104.12.2 Tenant Improvement and Remodel Fire Protection Reports. A Fire Protection Report shall be submitted when any one of the following occurs within a building that would normally require or has a previously approved Fire Protection Report (FPR).

1. The area of remodel occurs over a floor area exceeding 20,000 square feet.
2. The area of remodel is an assembly occupancy with an occupant load that exceeds 1,000 persons.
3. The area of remodel occurs within spaces dedicated to or affecting emergency personnel response areas, such as exit enclosures, elevators, elevator lobbies, fire command centers, secondary response points, fire riser rooms, and fire pump rooms.
4. The tenant improvement space is not intended to install a sprinkler isolation control valve
5. The remodel area requires specific engineered fire suppression and/or alarm systems that will require an alternate means of system design that is not supported by adopted NFPA codes.
6. The remodel area includes clean agent suppression systems, new or existing.
7. The remodel includes kitchen exhaust systems that are used for smoke control or smoke removal and thereby requiring coordination of exhaust fan functioning.
8. The remodel area contains hazardous materials storage and/or use areas in any amount.
9. The remodel area includes high-piled storage.
10. The remodel area includes access controlled egress doors, delayed egress door hardware or other hardware systems that are interconnected with fire protection systems.

104.12.3 Alternate materials and methods report. An Alternate Materials and Methods Request shall be submitted when any of the following items are involved.

1. All instances where active fire protection features are offered as a mitigation in support of an alternative solution.
2. All requests relating to or referencing the International Fire Code or NFPA codes adopted within the International Fire Code.
3. All requests that involve alternate installation requirements of any active fire protection system governed by either the International Fire Code or Chapter 9 of the International Building Code, such as: *automatic sprinkler system*s, alternative automatic fire extinguishing systems, standpipe systems, fire alarm and detection systems, emergency alarm systems, fire department connections and smoke control graphic annunciator panels. Additionally, requests involving the modification of the following items shall be submitted to the *fire code official*: smoke and heat vents, fire command centers, thin combustible ceilings, hazardous materials, and alternate hardware when it may affect entry into a building by emergency responders.

104.12.4 Temporary Certificate of Occupancy (TCO) Fire Protection Report. When a temporary certificate of occupancy (TCO) is requested in a building that required a fire protection report prior to construction, the *fire code official* is authorized to require a fire protection report describing the uses to be occupied, the completed construction features, and the status of life safety systems, be submitted and approved prior to approval of the TCO request.

104.12.5 Hazardous materials, fog effects, and asphyxiants. Complex permits for hazardous materials, fog effects, and asphyxiants shall have fire protection reports submitted to address the hazards of the installation, as required by the *fire code official.*

105.1.7

105.1.7 Certificate of Insurance. A valid Certificate of Insurance shall be submitted to, or be on file with, the *fire code official* when applying for a permit to conduct specific operations.

Exception: The requirement for an insurance certificate may be waived by the fire code official's Risk Manager.

105.1.7.1 Certificate Information Required. The certificate shall be issued by an insurance company authorized to conduct business in the State of Nevada, or be named on the list of authorized insurers maintained by the Nevada Department of Business and Industry, Division of Insurance.
The following information shall be provided on the certificate:

1. The contractor shall be named as the insured. If the insurance is provided by an individual, company or partnership other than the contractor, the contractor shall be named as an additional insured.
2. "*insert name of jurisdiction* it's agents, employees and volunteers" shall be named as both an additional insured and certificate holder
3. General liability limits, including contractual liability, in the minimum amounts specified below of the specific operation being conducted:
    a. To erect temporary membrane structures, tents, or canopies. See Chapter 31 $2,000,000.
    b. To store or use explosive materials or pyrotechnic displays. See Chapter 56: $5,000,000

        Exception: The *fire code official* is authorized to reduce the liability limits to $1,000,000 for small private party blasting operations such as personal mining claims or agricultural uses and for stands for Safe and Sane fireworks. Under no circumstance will this include development related blasting activities, quarry blasting, construction blasting, or other similar large scale blasting operations.
    c. To operate a special amusement building. See Chapter 9. $2,000,000.

105.1.7.2 Additional Insurance. Greater liability insurance amounts may be required in certain cases (such as building implosions) as deemed necessary by the *fire code official*.

Table 105.6.8

Table 105.6.8
PERMIT AMOUNTS FOR COMPRESSED GASES

TYPE OF GAS	AMOUNT (cubic feet at NPT)
Carbon dioxide used in carbon dioxide enrichment systems	875 (100 lbs.)
Carbon dioxide used in insulated liquid carbon dioxide beverage dispensing applications or Theatrical Fog Effects	875 (100 lbs.)
Corrosive	200
Flammable (except cryogenic fluids and liquefied petroleum gases)	200
Highly toxic	Any amount
Inert and simple asphyxiant	6,000
Oxidizing (including oxygen)	504
Pyrophoric	Any amount
Toxic	Any amount
Liquefied carbon dioxide	875 (100 lbs.)

105.6.4

~~**105.6.4 Carnivals and Fairs.** An operational Permit is required to conduct carnival or fair.~~

105.6.27

105.6.27 LP-gas. An operational permit is required for:
1. Storage and use of LP-gas
Exceptions:
   1. An operational permit is not required ~~for individual containers with a 500-gallon (1893 L) water capacity or less or multiple container systems having an aggregate quantity not exceeding 500 gallons (1893 L), serving occupancies~~ in Group R-3 occupancies and buildings constructed in accordance with the IRC.
   2. An operational permit is not required for individual containers with a 30-gallon (113.6 L) water capacity or less or multiple containers having an aggregate quantity not exceeding 30 gallons (113.6 L).
2. Operation of cargo tankers that transport LP-gas.

105.6.51 thru 105.6.57

105.6.51 Emergency responder radio coverage system. An operational permit is required to operate an emergency responder radio coverage system regulated by Chapter 5.

105.6.52 Monitoring facilities. An operation permit is required for any facility that remotely monitors electronic signals initiated by fire protection systems such as central or supervising facilities.

105.6.53 Proprietary /self-monitoring. An operational permit is required to operate an onsite proprietary (self) monitoring fire alarm system. See Appendix O.

105.6.54 Smoke Control and Removal Systems. An operational permit is required for facilities that have smoke control and/or removal systems.

105.6.55 Special Activity. An operational permit is required at locations that operate Christmas trees, pumpkin patch lots, and similar activities. See Section 321.

105.6.56 Tire storage An operational permit is required to store tires in excess of 1,000 cubic feet (28.3 m^3). See Chapter 34

105.6.57 Wood and plastic pallets. An operational permit is required for new and existing facilities which store more than 50 idle pallets on site, either inside or outside of a building. See Section 321.

105.7.4

105.7.4 Compressed gases. Where the compressed gases in use or storage exceed the amounts listed in Table 105.6.8, a construction permit is required to install, repair damage to, abandon, remove, place temporarily out of service or close or substantially modify *a compressed gas system.*

Exceptions:

1. Routine maintenance
2. For emergency repair work performed on an emergency basis, application for permit shall be made within two ~~working~~ business days of commencement of work.
3. Category 3 compressed air and/or piped vacuum systems as defined by NFPA 99, *Standard for Health Care Facilities.*

105.7.5

105.7.5 Cryogenic fluids. A construction permit is required for installation of or alteration to ~~outdoor~~ stationary cryogenic fluid storage systems and for fog effect systems that utilize CO_2 or cryogenic fluids where the system capacity exceeds the amounts listed in Table 105.6.8 or Table 105.6.10. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

105.7.7

105.7.7 Fire alarm and detection systems, ~~and~~ related equipment and dedicated function fire alarm systems (i.e., monitoring). A construction permit is required for the following:

1. Installation of or modification ~~to fire alarm and detection systems and related equipment~~ (including but not limited to: extending; reprogramming; upgrading field programmable EPROM, or altering) to fire alarm and detection systems, related equipment, and dedicated function fire alarm systems.
2. Replacement of recalled fire protection components.
3. Control equipment replacement.

Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

105.7.26 thru 105.7.30

105.7.26 Fire Protection Report. A permit is required for the review and approval of a Fire Protection (Life Safety) Report. See Chapter 1.

105.7.27 Proprietary(self) monitoring facilities. The *Fire code official* is authorized to require a construction permit for the installation of or modification to an onsite proprietary (self) monitoring facility. See Appendix O

105.7.28 Refrigeration systems. A construction permit is required for installation of a mechanical refrigeration system covered by Section 605.

105.7.29 Two-way communication. A construction permit is required for the installation of or modification to a two-way communication system. See Section 1009.8.
105.7.30 Water tanks A construction permit is required for the installation of or modification to a water tank used for supply of a fire protection system. See Chapter 9 and NFPA 22.

Exception: Permits are not required for installation of tanks controlled by a water purveyor governed by the Nevada Public Service Commission, a State of Nevada charter, or other public franchise.

109

~~SECTION 109~~
~~BOARD OF APPEALS~~

~~**109.1 Board of appeals, established.** In order to hear and decide appeals of orders, decisions or determinations made by the *fire code official* relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The *fire code official* shall be an ex officio member of said board but shall have no vote on any matter before the board. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the *fire code official*.~~
~~**109.2 Limitations on authority.** An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent method of protection or safety is proposed. The board shall not have authority to waive requirements of this code.~~
~~**109.3 Qualifications.** The board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to hazards of fire, explosions, hazardous conditions or fire protection systems and are not employees of the jurisdiction.~~

202

SECTION 202
GENERAL DEFINITIONS

Amendment to portions of the definition for OCCUPANCY CLASSIFICATION
[BG] **Group E, day care facilities.** This group includes buildings and structures or portions thereof occupied by more than five children older than 2 1/2 years of age who receive educational, supervision or personal care services for less than 24 hours per day.

[BG] Within places of worship. Rooms and spaces within places of worship providing such care during religious functions shall be classified as part of the primary occupancy.
[BG] Five or fewer children. A facility having five or fewer children receiving such care shall be classified as part of the primary occupancy.
[BG] Six ~~Five~~ or fewer children in a dwelling unit. A facility such as the above within a dwelling unit and having six ~~five~~ or fewer children receiving such care shall be classified as a Group R-3 occupancy or shall comply with the *International Residential Code*.

[BG] Institutional Group I-4, day care facilities. This group shall include buildings and structures occupied by more than six ~~five~~ 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

[BG] Classification as Group E. A child day care facility that provides care for more than six ~~five~~ 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.

[BG] Six ~~Five~~ or fewer persons receiving care. A facility having six ~~five~~ or fewer persons receiving custodial care shall be classified as part of the primary occupancy.
[BG] Within a place of religious worship. Rooms and spaces within places of religious worship providing such care during religious functions shall be classified as part of the primary occupancy.
[BG] Six ~~Five~~ or fewer persons receiving care in a dwelling unit. A facility such as the above within a dwelling unit and having six ~~five~~ or fewer persons receiving custodial care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

[BG] 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
Condominiums (nontransient)
Congregate living facilities (nontransient) with more than 16 occupants
Boarding houses (nontransient)
Convents
Dormitories
Fraternities and sororities
Monasteries
Hotels (nontransient)
Live/work units
Motels (nontransient)
Vacation timeshare properties

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*
Care facilities that provide accommodations for six ~~five~~ or fewer persons receiving care
Congregate living facilities (nontransient) with 16 or fewer occupants
Boarding houses (nontransient)
Convents
Dormitories
Fraternities and sororities
Monasteries
Congregate living facilities (*transient*) with 10 or fewer occupants
Boarding houses (transient)
Lodging houses (transient) with five or fewer guestrooms and 10 or fewer occupants

[BG] Care facilities within a dwelling. Care facilities for six ~~five~~ 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 IRC.

SMOKE CONTROL, DEDICATED SYSTEMS. Dedicated smoke-control systems are intended for the purpose of smoke control only. They are separate systems of air moving and distribution equipment that do not function under normal building operating conditions. Upon activation, these systems operate specifically to perform the smoke-control function.

SMOKE CONTROL, NON-DEDICATED SYSTEMS. Non-dedicated systems are those that share components with some other system(s) such as the building HVAC system. Activation causes the system to change its mode of operation to achieve the smoke-control objectives.

307.2 Permit required. A permit shall be obtained from the *fire code official* in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, or prevention or control of disease or pests~~, or a bonfire~~. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

307.4.1

307.4.1 Bonfires. ~~A bonfire shall not be conducted within 50 feet (15240 mm) of a structure or combustible material unless the fire is contained in a barbecue pit. Conditions which could cause a fire to spread within 50 feet (15240) of a structure shall be eliminated prior to ignition.~~
Bonfires are prohibited.

307.4.4

307.4.4 Commercial Barbecue. Barbecue pits used for commercial cooking operations shall be constructed as commercial food heat-processing equipment in accordance with the Mechanical Code. Barbecue pits in outdoor locations shall be constructed of concrete or approved noncombustible materials and shall not be located within 10 feet (3048 mm) of combustible walls or roofs or other combustible material.

307.6

307.6 Portable and Permanent outdoor fireplaces, fire pits and decorative appliances. Outdoor fireplaces, fire pits and decorative appliances fueled by LP-gas or natural gas used in assembly occupancies or for public display are to be certified by a nationally recognized testing agency. The certification shall be applicable to the entire assembly. Reference codes, standards and applicable American National Standards Institute (ANSI) shall apply.

308.1.4

308.1.4 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices, including electric barbecues that produce open flames, shall not be located above the first story, operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.
Exceptions:
1. One- and two-family dwellings
2. Where buildings, balconies and decks are protected by an *automatic sprinkler system*, open flame cooking devices utilizing natural gas installed under a construction permit issued by the building code official
3. ~~Where buildings, balconies and decks are protected by an automatic sprinkler system.~~
4. ~~LP-gas cooking devices having LP-gas container with a water capacity not greater than 2½ pounds [nominal 1 pound (0.454 kg) LP-gas capacity].~~

308.1.6.2

308.1.6.2 Portable fueled open flame devices. Portable open flame devices fueled by flammable or combustible gases or liquids shall be enclosed or installed in such a manner as to prevent the flame from contacting combustible material.

Exceptions:

1. LP-gas-fueled devices used for seating pipe joints or removing paint in accordance with Chapter 61.

2. Cutting and welding operations in accordance with Chapter 35.

3. Torches or flame-producing devices in accordance with Section 308.4

4. Candles and open-flame decorative devices in accordance with Section 308.3.

5. Portable stoves used in accordance with their listing and listed by an *approved* nationally recognized testing laboratory per ANSI Z21.72/CSA 11.2 , Portable Type Gas Camp Stoves.

308.1.9

308.1.9 Open-flame devices. Open-flame devices shall comply with the applicable requirements of Sections 308.1.9.1 through 308.1.9.5. Fire pits and theatrical flame effects are regulated in Sections 307 and 308.4 respectively.
Exception: One- and two-family dwellings.

308.1.9.1

308.1.9.1 Prohibited Materials. Open flame devices using Class I or Class II flammable liquids or toxic materials shall be prohibited. Combustible metals shall not be used or demonstrated indoors.

Exception: Open flame devices that utilize gelled alcohol fuel per 308.1.9.3.

308.1.9.2

308.1.9.2 Candles, Oil Lamps and Tea Lights. Candles, oil lamps and tea lights shall comply with all of the following:

1. The flame shall be fully enclosed except where openings on the side are not more than 0.375 inch (9.5 mm) in diameter or where the opening over the top is at a distance away from the flame that does not allow a piece of tissue paper to ignite after ten seconds.
2. Candles and tea lights shall be constructed with a device or holder that prevents spillage of wax or liquid fuel at a rate of more than 0.25 teaspoon per minute (1.26 ml per minute) when held at an angle of 45 degrees.
3. Oil lamps containing more than 8 ounces (237 ml) shall self-extinguish and not leak at a rate of more than 0.25 teaspoon per minute (1.26 ml per minute) when held at an angle of 45 degrees.
4. Holders and chimneys shall be made of noncombustible materials. Chimneys are not required for candles, oil lamps or tea lights that self extinguish when tipped over.
5. Shades, where used, shall be made of noncombustible materials and securely fastened to the open flame device holder or chimney.

Exception: Candelabras securely fastened in place to prevent overturning located at least five feet away from combustible materials.

308.1.9.3

308.1.9.3 Alcohol Burning Decorative Devices. Fixed unvented gelled or liquid alcohol burning decorative appliances shall be listed per UL 1370, *Standard for Unvented Alcohol Fuel Burning Decorative Appliances.*

308.1.9.4

308.1.9.4 Alcohol Burning Food Warming Devices. Food warming devices shall be used in accordance with the manufacturer's operating instructions. The fuel shall be compatible with the appliance per the manufacture's operating instructions.

308.1.9.4.1 Transport while lit. Alcohol burning food warming devices shall not be transported while lit unless secured in a holder designed for the device.

308.1.9.4.2 Shielding. Shielding that surrounds alcohol burning food warming devices shall be of non-combustible materials.

308.1.9.5

308.1.9.5 Tiki Torches. Tiki torches using combustible liquid fuels shall comply with the following:

1. The torches shall be ignited and used outdoors only.
2. The torches shall not leak unburned fuel.
3. The torches shall be securely fastened to a base to prevent tipping and located a minimum of five feet from combustibles.

308.3.1

~~**308.3.1 Open-flame decorative devices.** Open-flame decorative devices shall comply with all of the following restrictions:~~

~~1. Class I or Class II liquids and LP-gas shall not be used.~~

~~2. Liquid- or solid-fueled lighting devices containing more than 8 ounces (237 ml) of fuel must self-extinguish and not leak fuel at a rate of more than 0.25 teaspoon per minute (1.26 ml per minute) if tipped over.~~

~~3. The device or holder shall be constructed to prevent the spillage of liquid fuel or wax at the rate of more than 0.25 teaspoon per minute (1.26 ml per minute) when the device or holder is not in an upright position.~~

~~4. The device or holder shall be designed so that it will return to the upright position after being tilted to an angle of 45 degrees from vertical.~~

~~**Exception:** Devices that self-extinguish if tipped over and do not spill fuel or wax at the rate of more than 0.25 teaspoon per minute (1.26 ml per minute) it tipped over~~

~~5. The flame shall be enclosed except where openings on the side are not more than 0.375 inch (9.5 mm) diameter or where openings are on the top and the distance to the top is such that a piece of tissue paper placed on the top will not ignite in 10 seconds.~~

~~6. Chimneys shall be made of noncombustible materials and securely attached to the open-flame device.~~

~~Exception: A chimney is not required to be attached to any open-flame device that will self-extinguish if the device is tipped over.~~

~~7. Fuel canisters shall be safely sealed for storage.~~

~~8. Storage and handling of combustible liquids shall be in accordance with Chapter 57.~~

~~9. Shades, where used, shall be made of noncombustible materials and securely attached to the open-flame device holder or chimney.~~

~~10. Candleabras with flame-lighted candles shall be securely fastened in place to prevent overturning, and shall be located away from occupants using the area and away from possible contact with drapes, curtains or other combustibles.~~

314.4

314.4 Vehicles. Liquid- or gas-fueled vehicles, aircraft, boats or other motorcraft shall not be located indoors except as follows:
1. Batteries are disconnected, or the engine starting system is made inoperable, except where the *fire code official* requires that the batteries remain connected to maintain safety features.
2. Fuel in fuel tanks does not exceed one-quarter tank or 5 gallons (19 L) (whichever is least)
3. Fuel tanks and fill openings are closed and sealed to prevent tampering
4. Vehicles, aircraft, boats or motorcraft equipment are not fueled or defueled within the building.

315.3.2.1

315.3.2.1 Group A occupancies. Corridors and hallways, except for 1-hour rated corridors used to extend travel distance to an exit, serving new and existing Group A Occupancies that are oversized with floor space exceeding the required egress width are permitted to contain combustible storage incidental to the use of the occupancy when all of the following are provided:
1. Maximum height of storage is 8 feet with top of storage a minimum of 18 inches below sprinkler deflectors.
2. Quick response sprinklers designed per the requirements for an ordinary hazard group II occupancy, or higher design based on the items stored and the proposed storage configuration.
3. Approved permanent durable floor plan(s) showing the assembly use, storage area, corridors and hallways are installed at a location(s) as required by the *fire code official*.
4. Plans approved by the b*uilding code official* identifying the minimum required width of the corridors or hallways.
5. When required by the *fire code official*, a fire protection report shall be submitted addressing the parameters of storage, including protection requirements, separation requirements, and description of commodity type and configuration.
6. Master egress drawings are provided to the *fire code official* and the *building official*.

The *approved* storage area shall be separated from egress by barriers. Barriers shall be a minimum of 8 feet (2438 mm) in height if walls or fencing are used. Barriers may include the following:
1. Walls
2. Fencing
3. When approved by the *fire code official*, approved permanent delineation on the floor surface of the corridor or hallway marking the extent of permitted storage.

The following items and operations shall be prohibited from these corridors and hallways:
1. Hazardous materials that may be moved through the back-of-house exit access corridor or hallway but prohibited from staging or storage: flammable and combustible liquids, highly combustible goods, LP-gas, pool chemicals, pyrotechnics, paint thinners and the like.
2. Maintenance to permanent fixtures or equipment may be temporarily performed within back-of-house exit access corridors. Operations that can be relocated to shop areas or not essentially required to be performed within the back-of-house exit access corridors are prohibited.
3. Cooking shall not be permitted within back-of-house exit access corridors.

320

SECTION 320
INDOOR TRADE SHOWS AND EXHIBITIONS

320.1 General. Indoor Exposition and Trade Show Facilities are addressed in this section. These include, but are not limited to exhibition halls, convention general sessions, association meetings, product convention showrooms, trade shows with or without booths, and political conventions that constitute temporary assembly uses. An operational permit shall be obtained in accordance with Section 105.6.13

320.2 Exhibit Booths. Booths shall comply with 320.2.1 through 320.2.5.

320.2.1 Automatic Sprinklers

320.2.1.1 Exhibit booths exceeding 1,500 square feet are not permitted in nonsprinklered buildings.

320.2.1.2 Single-level exhibit booths exceeding 1,000 sq. ft. (93 sq. m.) and covered with a ceiling shall be protected by automatic fire sprinklers installed within the booth.

Exception: Where the booth is used in an event with duration less than 7 calendar days and does not contain vehicles, open flame or hot works, automatic fire sprinklers are not required.

320.2.1.3 Each level of multi-level exhibit booths shall be protected by an automatic fire sprinkler system installed within the booth where the accessible floor area of the upper walking level(s) is greater than 1000 sq ft. (93 sq. m).

Exception: Where the booth is used in an event with duration less than 7 calendar days and does not contain vehicles, open flame or hot works, automatic fire sprinklers are not required.

320.2.1.4 The water supply and piping for the fire sprinkler protection for exhibit booths shall be an approved temporary means provided by an existing standpipe system or an existing fire sprinkler system.

320.2.1.5 Hydraulic calculations shall be provided to the Authority Having Jurisdiction when the sprinklers required by Section 320.2.1.2. They are to be supplied by the standpipe system or in a hydraulically most remote location as defined by the currently adopted edition of Standard for the Installation of Sprinklers, NFPA 13.

320.2.2 Horizontal Separation between Booths. A covered single exhibit (booth) or group of covered exhibits (booths) that do not require fire sprinklers shall be separated by a distance of not less than 8 ft. (2.4 m) from other covered exhibit booths where the aggregate ceiling exceeds 1000 sq. ft. (93 sq. m.).

320.2.3 Travel Distance within Booths. The travel distance within the exhibit booth or exhibit enclosure to an exit access aisle shall not exceed 50 ft. (15 m).

320.2.4 Means of Egress from Multi-level Booths. The upper deck of multi-level exhibit booths exceeding 300 sq. ft. (28 sq. m.) shall have not less than two remote means of egress.

320.2.5 Construction Materials. Exhibit booths shall be constructed using any of the following:

(1) Noncombustible or limited combustible materials

(2) Wood exceeding ¼ in. (6.3 mm) nominal thickness

(3) Wood that is pressure-treated, fire-retardant wood meeting the requirements of NFPA 703, *Standard for Fire Retardant-Treated Wood and Fire-Retardant Coatings for Building Materials.*

(4) Flame-retardant materials complying with one of the following:

a. They shall meet the flame propagation performance criteria contained in Test Method 1 or Test Method 2, as appropriate of NFPA 701, *Standard Methods of Fire Tests for Flame Propagation of Textiles and Films*

b. They shall exhibit a heat release rate not exceeding 100 kW when tested in accordance with NFPA 289 using the 20 kW ignition source.

(5) Textile wall coverings, such as carpeting and similar products used in wall or ceiling finishes complying with Section 803.5 of the IFC.

(6) Plastics limited to a Class A flame spread index.

(7) Foamed plastics and materials containing foamed plastics complying with Section 807.5.1 of the IFC.

(8) Cardboard, honeycombed paper, and other combustible materials having a heat release rate for any single fuel package that does not exceed 150 kW where tested in accordance one of the following:

a. ANSI/UL 1975, *Standard for Fire Tests for Foamed Plastics Used for Decorative Purposes*

b. NFPA 289 using the 20 kW ignition source

(9) Alternate materials as approved by the *fire code official*.

320.3 Decorative Curtains, and Textiles

320.3.1 Curtains, drapes, and textiles used in temporary exhibitions and trade shows shall comply with Section 320, and shall not be required to comply with Section 807. Curtains, drapes and textiles shall comply with Standard Method of Fire Tests for Flame Propagation of Textiles and Films, NFPA 701, Test Method 2. Compliance shall be indicated by a tag affixed to each curtain, drape, or textile. The tag shall be affixed by the owner of the material after gaining assurance that the material is inherently flame retardant, provided with current flame retardant treatment, or otherwise is compliant with NFPA 701. The tag shall indicate the name of the owner of the material and a statement indicating compliance with the Fire Code. The *fire code official* is authorized to conduct field test in accordance with the current edition of NFPA 705, *Recommended Practice for a Field Flame Test of Textiles and Films*, on any curtain, drape or textile installed.

320.3.2 Curtains, drapes and textiles shall comply with Standard Method of Fire Tests for Flame Propagation of Textiles and Films, NFPA 701, Test Method 2.

320.3.3 Curtains, drapes or textiles shall not be installed to cover exit signs, means of egress components, sprinklers, strobes, horn-strobes, standpipe outlets, hose cabinets, fire extinguishers, or any other fire protection equipment.

> **Exception:** Free-standing partitions situated in a manner to permit the minimum required egress width to one or both sides of the partition shall be permitted. The paths of egress provided around the partition shall be marked by exit signs complying with Chapter 10.

320.3.4 Ceiling suspended curtains drapes and textiles in exhibition spaces are to have a minimum of 18 inches of clear space between the top of the material and the sprinkler deflector.

> **Exception:** Clearance between the ceiling and the top of the curtain, drape or textile is not required when the curtain, drape, or textile is within 6 inches of a full-height wall.

320.3.5 The amount of temporary ceiling hung curtains, drapes or textiles in exhibition spaces equipped throughout with automatic sprinklers shall not be limited and shall comply with 320.3.1 through 320.3.3.

320.3.6 Artificial decorative vegetation used in exhibits and trade shows shall comply with IFC Section 807.4.

320.4 Demonstration cooking and food warming in exhibition spaces shall comply with the following:

1. All cooking appliances shall be listed or approved by a nationally recognized testing agency.
2. All cooking equipment is to be operated according to the manufacturers' recommendations and operating instructions. Equipment recommended for outdoor use shall not be used indoors.
3. All cooking equipment (deep fat fryers and woks) operations using combustible oils shall meet all of the following criteria:
   a. Metal lids sized to cover the horizontal cooking surface are to be provided.
   The cooking surface is limited to 288 sq in (two sq ft).
   b. The fryer is to be separated from all other equipment by a distance not less than 24 in.
   c. These cooking displays must be separated from all other combustibles by a distance not less than 10 ft.
   d. Deep fat fryers shall be electrically powered and have a shut-off switch.
4. Class-K fire extinguishers shall be provided within 30-ft of each cooking operation in accordance with 904.11.5.
5. Solid fuel cooking equipment shall be protected in accordance with the mechanical code.
6. LP-gas used for displays and demonstrations shall be in accordance with section 6103.2.1.5.

320.5 Plans. Plans for the exhibition or trade show shall be submitted to the authority having jurisdiction for approval, along with application for an operational permit, prior to setting up any exhibit. The plans shall show all pertinent details of the proposed exposition which shall include the following as applicable:

1. Overall floor plan (either drawn to scale or dimensioned properly).
2. Egress analysis showing conformance with Chapter 10 of the IFC.
3. Seating arrangements and/or table and chair configurations.
4. Locations of all exhibits (booths, aisles and exits).
5. Locations of temporary walls, partitions, or curtains.
6. Lobby and registration area usage.
7. Location of temporary platforms (along with any intended use beneath the platform).
8. Location of fire protection equipment (e.g. extinguishers, fire alarm devices, hose cabinets, etc.).
9. Temporary fire sprinkler and fire alarm system/devices to be installed (note: This requires a separate installation permit).

10 Copy of excerpt from show management information guide serving notice that all exhibits shall comply with applicable codes and shall have all necessary Fire Code permits.

321

SECTION 321
SPECIAL ACTIVITY LOTS

321.1 General. Special activity lots, including Christmas tree lots, pumpkin patches, hay ride lots, and other similar lots, shall comply with this section.

321.2 Permit required. An operational permit shall be obtained prior to commencing special activity lot operations. See Chapter 1.

321.3 Other required permits. Other activities that support the special activity lot, such as a tent, a fuel tank for generators, an amusement building, or any other associated activity, shall have separate permits prior to commencing those other activities. See Chapter 1.

321.4 Arrangement of combustibles. Combustibles, such as Christmas trees, hay bales, and other combustible materials associated with the special activity, shall be arranged on the lot in a manner to mitigate the impact of fire, and shall be arranged in accordance with this section

321.4.1 Access from fire apparatus access roads. Fire apparatus access roads shall be provided within 150 feet of all portions of the special activity lot, as measured along normal paths of travel.

321.4.2 Clearance from fire apparatus access roads. All combustible materials shall be a minimum of ten (10) feet away from fire apparatus access roads.

321.4.3 Clearance from property lines upon which buildings may be built. All combustible materials shall be a minimum of twenty (20) feet from property lines for property where buildings are or are permitted to be built.

321.4.4 Clearance from fuel dispensers. All combustible materials shall be a minimum of 50 feet away from any fuel dispenser.

321.4.5 Clearance from buildings, building exits, and building exit discharges to the public way. All combustible materials shall be a minimum of ten (10) feet from any building, building exit, and the path of discharge between the building exit and the public way.

321.4.6 Aisles between materials. Aisles having a minimum width of five (5) feet shall be provided between areas containing materials. Sufficient aisles shall be provided such that the area of material storage does not exceed 150 feet in length and 50 feet in width.

321.5 Wiring and lighting. All wiring and lighting shall be listed for outside use, be of proper size and type, and be protected against physical damage. Electrical extension cords with multiple electrical outlets cannot be used unless specifically listed for outdoor use.

321.6 Fire Protection. Fire protection features, such as fire extinguishers and water supply, shall be provided for special activity lots as required by this section.

321.6.1 Fire extinguisher. A minimum two 2 ½ gallon water-type fire extinguisher shall be provided at an approved location for protection against incipient fires.

321.6.2 Water supply. The special activity lot shall be located within 300 feet of a fire hydrant.

321.6.3 Smoking prohibited. Smoking is prohibited on special activity lots. "NO SMOKING" signs with 2-inch high letters on a contrasting background shall be posted at entrances to the special activity lot and to each aisle.

321.6.4 Open burning prohibited. Open burning, such as a campfire, is prohibited on special activity lots.

321.7 Egress. Egress shall be provided as required by this code.

503.2.1

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 ~~20~~ feet (7315 mm) ~~(6096 mm)~~, exclusive of shoulders, except for approved access ~~security~~ gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).

503.2.3

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus, with a minimum vehicle load of 33,000 pounds per axle, and shall be surfaced and paved so as to provide all-weather driving capabilities.

> **Exception:** Temporary access roads serving only buildings under construction shall not be required to be paved.

503.2.4

503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall ~~be determined by the *fire code official*.~~ be no less than 28 feet inside turning radius and 52 feet outside turning radius.

503.2.7

503.2.7 Grade. The grade of the fire apparatus access road shall not exceed 12 percent ~~be within the limits established by the *fire code official* based on the fire department's apparatus~~.

503.2.8

503.2.8 Angles of approach and departure. The angles of approach and departure for fire apparatus access roads shall have a maximum grade change of 6 percent for 25 feet (7.6 m) before or after the grade change. ~~be within the limits established by the *fire code official* based on the fire department's apparatus.~~

503.2.9

503.2.9 Fire Apparatus – Point Load. Fire apparatus access roads including elevated portions shall be designed with a ground bearing capacity not less than 75 psi (500 kPa) over the ground contact area.

503.3

503.3 Marking. ~~Where required by the *fire code official*, approved signs or other approved notices or markings that include the words NO PARKING – FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.~~

Fire apparatus access roads shall be marked where required to prohibit parking and other obstructions. Marking shall consist of painting the curb, or the side of the street, where no curb is present, with a suitable coat of

industrial red enamel along the entire length of road where parking is prohibited. Each section of curb that is painted red shall also be marked by signage stating "NO PARKING FIRE LANE" (Type A sign). Signs are to be installed no higher than 10 feet or less than 6 feet from the surface of the roadway. Signs shall be located at each end of painted curb, and additionally in between so that the maximum separation between signs is 100 feet, as measured along the centerline of the fire apparatus access road.

In lieu of providing multiple signs, where a minimum of one sign is provided at every entrance stating "ON-STREET PARKING IN MARKED FIRE LANES PROHIBITED" (Type B sign), fire lanes may be marked by painting the words "NO PARKING FIRE LANE", over the face of the red-painted curbs (Type C sign). The words on the curbs shall be painted in white letters not less than 4 inches in height with a brush stroke of not less than ¾ inch. The maximum separation between markings shall be 50 feet, as measured along the centerline of the fire apparatus access lane.

503.3.1 Sign Specifications. Where required by the f*ire code official* signs shall be in accordance with the following:
Type A: Minimum dimension of 18 inches (457mm) high by 12 inches (305 mm) wide. Red letters on a reflective white background with 3/8 inch red trim around entire outer edge of sign. Lettering shall be:

"FIRE LANE"

Type B: Minimum dimension of 24 inches (610 mm) wide by 18 inches (457 mm) high. Red letters on reflective white background with 3/8 inch red trim strip around the entire outer edge of sign. Lettering on sign shall be:

"ON STREET PARKING IN MARKED FIRE LANES PROHIBITED"

Type C: Minimum dimension of 36 inches (914 mm) wide by 4 inches (101 mm) high. White letters on red enamel background. Lettering on curb shall be:

"NO PARKING FIRE LANE"

Signs shall be installed not less than 6 feet (1830 mm) and not more than 10 feet (3048 mm) from the ground level. Posts for signs shall be metal and securely mounted, unless written permission for alternatives is obtained prior to installation from the fire code official.



TYPE A SIGN



TYPE B SIGN



TYPE C SIGN

503.4.1

503.4.1 Traffic calming devices. Traffic calming devices shall be prohibited unless *approved* by the *fire code official*

> **Exception:** Speed humps are allowed on private fire apparatus access roads serving commercial and industrial buildings when *approved* by the *fire code official*. The location(s), the number permitted, and the design of the speed hump(s) shall meet the approval of the *fire code official*.

The *fire code official* is authorized to require the removal from any private property of any existing traffic management or calming device, including speed bumps, that do not meet the applicable criteria, and has been determined by the *fire code official* to unnecessarily hinder emergency apparatus response.

503.6

503.6 ~~Security~~ Access Gates. The installation of ~~security~~ access gates across a fire apparatus access road shall be approved by the *fire code official*. Where ~~security~~ access gates are installed, they shall have an approved means of emergency operation. The ~~security~~ access gates and the emergency operation shall be maintained operational at all times. The minimum clear opening width shall be 20 feet. ~~Electric gate operations, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F 2200.~~

503.6.1 Permit. A construction permit is required to install a gate that obstructs a fire apparatus access road in accordance with Section 105.7.12. A separate permit is required for each gated entrance.

503.6.2 General. Fire apparatus access roads that are secured by gates shall comply with the specifications of the Fire Department.

503.6.3 Electronically controlled gates. Electronically controlled gates shall be provided with an approved vehicle detector/receiver system in accordance with the rules and regulations specified by the Fire Department. Access gates shall be maintained operational at all times. When electronically controlled gates are out of service, they shall be secured in the open position until repairs are complete. Repairs shall be in accordance with original specifications.

Exception: When approved by the *fire code official*, electronically controlled gates that are manned on a 24-hour basis.

When required by the *fire code official*, the installing contractor or the owner of the property shall provide the Fire Department transmitter(s) or approved alternative without cost to the Fire Department.

The *fire code official* may provide transmitter(s), at no cost to the Fire Department, to local law enforcement agencies and/or an ambulance service for use in emergencies.

503.6.4 Existing facilities. All existing facilities with gates installed across access roads shall comply with Fire department guidelines. Non-complying gates shall be secured in the open position in a manner approved by the Fire Department and/or *fire code official*.

Exception: Gates securing sensitive facilities operated by a public utility governed by the Nevada Public Service Commission, a State of Nevada charter, or other public franchise, shall not be required to be secured in the open position.

503.6.5 Plans and Specification. Three sets of plans and specifications for fire apparatus access road gates shall be submitted for review and approval prior to construction. Included in the submittal shall be the following information:

1. Site plan with north arrow, roadway and gate dimensions
2. Location of underground roadway detector loop, and green marker, if applicable
3. Manufacturers' specification sheets detailing the voltage, current, radio frequency, power cable and coding for the proposed system, if applicable
4. Contractor's statement of compatibility with existing installations
5. Detailed vicinity map.

503.6.6 Operational testing. An operational test shall be requested by the installing contractor and shall be conducted prior to placing the system into operation to establish that the final installation complies with this code, the specified design, and is functioning properly.

505.1

505.1 Address Identification. New and existing buildings shall have *approved* address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. ~~Each character shall be not less than 4 inches (102 mm) high with a minimum stroke width of ½ inch (12.7 mm).~~ Where required by the *fire code official*, address identification shall be provided in additional *approved* locations to facilitate emergency response. Address identification shall be in compliance with the requirements of the *fire code official* and the ordinances of the jurisdiction. Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole, or other sign or means shall be used to identify the structure. Address identification shall be maintained.

505.3

505.3 Directory required. When multiple R-2 occupancy buildings are contained in a subdivision and where not all buildings have public street frontage, an approved permanent directory shall be provided at each entrance to the development from surrounding public streets.

507.1

507.1 Required water supply. An *approved* water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction. The design and installation of both public and private fire hydrants shall be in accordance with this section, Appendix B, Appendix C, NFPA 24 (for private systems) and the Uniform Design And Construction Standards for Potable Water Systems (UDACS)(for public systems). Unless otherwise approved by the *fire code official*, effluent reuse water is not an approved water supply.

507.5.7

507.5.7 Painting and Markings. Hydrants and curbs shall be painted, and hydrant locations shall be marked, in accordance with this section.

507.5.7.1 Hydrant Painting. On-site private fire hydrants shall be painted with a suitable prime coat and not less than 2 coats of exterior industrial grade enamel, safety red in color.

507.5.7.2 Curb and Roadside Painting. The curb, or roadside where no curb is present, adjacent to a fire hydrant shall be painted to restrict parked cars from obstructing access to the fire hydrants. A coat of exterior industrial grade enamel, safety red in color, shall be applied for a minimum of 30 feet, 15 feet to each side of the hydrant, unless the curb or roadside is interrupted by a driveway, at which point the paint shall end at the driveway.

507.5.7.3 Lane Marking. Hydrant locations shall be marked by means of a blue colored reflective marker in the fire access lane. The marker shall be located in the center of a drive lane where parking is not anticipated, nearest to the hydrant.

508.1.6

508.1.6 Required features. The *fire command* center shall comply with NFPA 72 and shall contain the following features:

1. The emergency voice/alarm communication control unit.
2. The fire department communication system.
3. Fire detection and alarm system annunciator.
4. Annunciator unit visually indicating the location of the elevators and whether they are operational.
5. Status indicator and controls for air distribution systems
6. The fire-fighter's control panel required by Section 909.16 for smoke control systems installed in the building.
7. Controls for unlocking interior exit stairway doors simultaneously.
8. Sprinkler valve and waterflow detector display panels.
9. Emergency and standby power status indicators.
10. A telephone for fire department use with controlled access to the public telephone system.
11. Fire pump status indicators.
12. Schematic building plans indicating the typical floor plan and detailing the building core, means of egress, fire protection systems, fire-fighting equipment and fire department access and the location of fire walls, fire barriers, fire partitions, smoke barriers and smoke partitions.
13. An *approved* Building Information Card that contains, but is not limited to, the following information:

13.1 General building information that includes: property name, address, the number of floors in the building above and below grade, use and occupancy classification (for mixed uses, identify the different types of occupancies on each floor), and the estimated building population during the day, night and weekend;

13.2 Building emergency contact information that includes: a list of the building's emergency contacts including but not limited to building manager, building engineer, and their respective work phone number, cell phone number, and e-mail address;

13.3 Building construction information that includes: the type of building construction including but not limited to floors, walls, columns, and roof assembly;

13.4 Exit access stairway and exit stairway information that includes: number of *exit access stairways and exit stairways* in the building; each exit access stairway and *exit stairway* designation and floors served; location where each exit access stairway and *exit stairway* discharges, interior *exit stairways* that are pressurized; *exit stairways* provided with emergency lighting, each *exit stairway* that allows reentry; *exit stairways* providing roof access; elevator information that includes: number of elevator banks, elevator bank designation, elevator car numbers and respective floors that they serve, location of elevator machine rooms, control rooms and control spaces; location of sky lobby; and location of freight elevator banks;

13.5 Building services and system information that includes: location of mechanical rooms, location of building management system, location and capacity of all fuel oil tanks, location of emergency generator, location of natural gas service;

13.6 *Fire protection system* information that includes: locations of standpipes, location of fire pump room, location of fire department connections, floors protected by *automatic* sprinklers and location of different types of *automatic sprinkler systems* installed including but not limited to dry, wet and pre-action;

13.7 Hazardous material information that includes: location and quantity of hazardous material.

14. A new ~~W~~work table with a minimum size of three (3) feet by seven (7) feet capable of holding plans in an open position.

15. Generator supervision devices, manual start and transfer features.

16. Public address system, where specifically required by other sections of this code.

17. Elevator fire recall switch in accordance with ASME A17.1/CSA B44.

18. Elevator emergency or standby power selector switch(es), where emergency or standby power is provided.

19. An approved white board with a minimum size of three (3) feet by four (4) feet capable of easy erasure, with a marking device and an eraser attached.

20. Separate shunt trip switches for normal and emergency power.

21. A printer connected to the fire alarm control panel to record all fire alarm, supervisory and trouble signals. The printer shall be connected either to a UPS battery system and/or an emergency power supply.

508.1

508.1 General. Where required by other sections of this code and in all buildings classified as high-rise buildings by the *International Building Code*, a *fire command center* for fire department operations shall be provided and shall comply with Sections 508.1.1 through 508.1.6. When required, a secondary response point shall comply with Section 508.2.

508.2

508.2 Secondary Response Point. A Secondary Response Point (SRP) shall comply with Section 508.2.1 through 508.2.3.

508.2.1 Where required. When required by the *fire code official*, an SRP shall be provided in buildings/facilities that are required to be served by a *fire command center*.

508.2.2 Components required. The SRP shall have the following components:

1. A fire alarm LCD annunciator that provides a means to scroll through the list of devices that are activated and to acknowledge each alarm. The fire alarm annunciator shall not have the capability of silencing or resetting the building fire alarm system.
2. A microphone capable of providing all-call voice messaging over all notification appliance circuits of the alarm communication system.
3. A pull station capable of evacuating the entire building.
4. An elevator panel that allows the manual transfer of standby power to each elevator cab for all elevators located within the building.

   Exception: Where an elevator panel allowing manual transfer of standby power for all elevators is provided at the *fire command center*, an elevator panel is not required at the SRP.

508.2.3 Location. The SRP shall be located as follows, subject to the approval of the *fire code official*:

1. The SRP shall be located on the floor designated for primary elevator recall.
2. The exterior entrance leading to the SRP shall be adjacent to the fire department vehicle access lane.
3. The SRP shall be located in an area inaccessible to the public.
4. The SRP shall be located within a travel distance of 200 feet from the building entry.
5. The entrance to the SRP shall be separated from the *fire command center* a minimum distance equal to 25% of the building perimeter, or a minimum of 250 feet, as measured along the building perimeter.

510

SECTION 510

EMERGENCY RESPONDER RADIO COVERAGE SYSTEM

510.1.1 Emergency responder radio coverage system in new buildings. An emergency responder radio coverage system shall be provided throughout buildings when any of the following apply:

1. **High-rise buildings.**

2. **Underground and below grade buildings.** Buildings having a floor level below the finished floor of the lowest level of exit discharge of any level.

3. **Other buildings.** The fire code official is authorized to require a technical opinion and report, in accordance with Section 104.7.2, for buildings whose design, due to location, size, construction type, or other factors, could impede radio coverage as required by Section 510.4.1. The report shall make a recommendation regarding the need for an emergency responder radio coverage system.

510.2 Emergency responder radio coverage in existing buildings. Existing buildings shall be provided with *approved* radio coverage for emergency responders as required in Chapter 11 and locally adopted ordinances. Existing buildings that do not have *approved* radio coverage, as determined by the Fire Chief, in accordance with Section 510.4.1 shall be equipped with such coverage in accordance with Section 510 within a time frame established by the *fire code official.*

Building owners shall submit to the *fire code official* a radio signal strength study, technical opinion and report prepared in accordance with Section 104.7.2. The report shall identify the area(s) requiring an emergency responder radio coverage system to comply with Section 510.4.1.

Exceptions:

1. Where *approved* by the *fire code official*, an existing *approved* wired communication system in accordance with Section 907.2.12.2 shall be permitted to be maintained in lieu of an approved radio coverage system.

2. Where it is determined by the *fire code official* that the radio coverage system is not needed.

510.3 Permit required. ~~A c~~Construction and operational permits for the installation of or modification to emergency responder radio coverage systems and related equipment is required as specified in Sections 105.6 and 105.7.6. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

510.3.1 Construction documents. Construction documents for emergency responder radio coverage systems shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations as determined by the *fire code official*.

510.3.2 Plans. Plans shall be submitted to the *fire code official* for review and *approval* prior to installation. Coordination and compliance with *agency* radio system requirements is the responsibility of the owner and contractor.

510.3.2.1 Plan Submittals. Plan submittals shall include, but not be limited to all of the following:

a. A floor plan that indicates the use of all rooms, emergency responder radio coverage system equipment locations, power panel connections, raceway routing layout, conduit and conductor types and sizes, compliance with survivability criteria and locations of building access to the equipment.
b. A roof plan showing the location of antenna(s) including a line of site plan to agency transmitting and receiving antenna(s).
c. Schematic drawings of the electrical system, backup power, antenna system and other associated equipment.
d. Rack and equipment cabinet plans showing arrangement and configuration of emergency responder radio coverage system equipment.
e. System riser diagram(s).

510.3.2.2 Data sheets. Manufacturer's data sheets shall be provided for equipment to be installed. Manufacturers' data sheets shall indicate model numbers and listing information for equipment, devices and materials.

510.3.2.3 As-built documents. Any field changes that occur during construction shall be incorporated onto new as-built plans and data sheets. Plans shall be submitted to the *fire code official* and be *approval* prior to final inspections. Coordination and compliance with *agency* radio system as-built document requirements is the responsibility of the owner and contractor.

510.3.3 Licensing. All systems utilizing repeaters shall be FCC licensed under the *agency*'s system. A distributed antenna system (DAS) shall be FCC licensed under the *agency*'s system unless the DAS complies with 47 CFR Part 22.383.

510.3.4 Equipment. Systems and components shall be listed and approved for the purpose for which they are installed.

510.4 Technical requirements. The system shall be capable of transmitting all public safety radio frequencies assigned to the *agency's*, and be capable of using any modulating technology. Systems, components and

equipment required to provide the emergency responder radio coverage system shall comply with Sections 510.4.1 through 510.4.2.9.

510.4.2 System design. The emergency responder radio coverage system shall be designed in accordance with Sections 510.4.2.1 through ~~510.4.2.8~~ 510.4.2.9, NFPA 70, NFPA 72 and NFPA 1221.

510.4.2.3 Standby power. Emergency responder radio coverage systems shall be provided with dedicated standby batteries or provided with 4 ~~2~~-hour standby batteries and connected to the facility generator power system in accordance with Section 1203. The standby power supply shall be capable of operating the emergency responder radio coverage system at 100-percent system capacity for a duration of not less than ~~12~~ 24 hours.

510.4.2.5 System monitoring. The emergency responder radio enhancement system shall be monitored by a listed fire alarm control unit, or where *approved* by the *fire code official*, shall sound an audible signal at a constantly attended on-site location.

Automatic supervisory signals shall include the following:

Items 1 – 7 are u*nchanged.*

8. Supervisory signals required by NFPA 1221.

510.4.2.7 ~~Design documents.~~ ~~The fire code official shall have the authority to require "as-built" design documents and specifications for emergency responder communications coverage systems. The documents shall be in a format acceptable to the fire code official.~~**Pathway Survivability.** The system shall be designed with a designated pathway survivability as described in NFPA 72 Section 24.3.13.8 and NFPA 1221 Section 9.6.2. The *fire code official* shall have the authority to require a fire and non-fire risk analysis be prepared to specify and document the pathway survivability design and installation requirements.

510.4.2.8 *Unchanged.*

Exceptions:

1. *Unchanged.*

2. *Unchanged.*

510.4.2.9 Cable.

510.4.2.5.2.6.1. Cable shall be contained in a non-combustible raceway, metal-clad, or fully enclosed cable tray system.

Exception: If *approved* by the *fire code official*, where leaky feeder cable is utilized as the antenna, it shall not be required to be installed in metal raceway.

510.4.2.5.2.6.2 Cable shall have a passband of 700-900 MHz.

510.5 Installation requirements. The installation of the public safety radio coverage system shall be in accordance with NFPA 70, NFPA 72, NFPA 1221 and Sections 510.5.1 through 510.5.4.

510.5.3 Acceptance test procedure. Where an emergency responder radio coverage system is required, annually and upon completion of installation, the building owner shall have the radio system tested to verify that two-way coverage on each floor of the building is not less than 95 percent. The test procedure shall be conducted as follows:

Items 1 – 8 are u*nchanged.*

510.6 Maintenance. The emergency responder radio coverage system shall be maintained operational at all times in accordance with Sections 510.6.1 through ~~510.6.4~~ 510.6.5.

510.6.1 Testing and proof of compliance. The owner of the building or owner's authorized agent shall have the emergency responder radio coverage system shall be inspected and tested annually or where structural changes occur including additions or remodels that could materially change the original field performance tests. Testing shall consist of the following:

1. *Unchanged.*

2. *Unchanged.*

3. Backup batteries and power supplies shall be tested under load of a period of 1 hour to verify that they will properly operate during an actual power outage.

If within the 1-hour test period the battery exhibits symptoms of failure, the test shall be extended for additional 1-hour periods until the integrity of the battery can be determined. Individual batteries shall be tested in accordance with NFPA 72, Chapter 14.

4. *Unchanged.*

5. At the conclusion of the testing, a report, which shall verify compliance with Section 510.5.3, shall be submitted to the *fire code official*. A copy of this report shall also be maintained on-site for three years.

6 The *agency* shall be notified immediately of system impairments in accordance with Appendix P.

510.6.5 Operational Maintenance.

510.6.5.1 Maintenance contract. The owner is responsible for holding a maintenance contract with a company that can provide emergency response 24 hours a day, 7 days a week.

510.6.5.2 Maintenance records. Maintenance records shall be maintained on-site. Copies of all maintenance records shall be submitted to the agency's representatives and the *fire code official* when requested.

603.1.4

603.1.4 The grade of fuel oil used in a burner shall be that for which the burner is approved and as stipulated by the burner manufacturer. Oil containing gasoline shall not be used. Waste crankcase oil shall be an acceptable fuel in Group F, M and S occupancies when utilized in equipment listed for use with waste oil and when such equipment is installed in accordance with the manufacturer's instructions and the terms of its listing. For the purposes of this section, the definition of Fuel Oil includes fuels such as diesel that are intended for use in reciprocating internal combustion engines.

603.3.2.2

603.3.2.2 Restricted use and connection. Tanks installed in accordance with Section 603.2.2 shall be used only to supply fuel oil to fuel-burning, fire pump or generator equipment installed in accordance with Section 603.3.2.4. Connections between tanks and equipment supplied by such tanks shall be made using closed piping systems. Fuel connections and tank relief vents shall be located on the exterior of the building in approved locations.

605.5

605.5 Access. Access to refrigeration systems having a refrigerant circuit containing more than ~~220 pounds (100 kg) of Group A1 or 30 pounds (14 kg) of any other group refrigerant~~ the allowable quantity of refrigerant as stated in Table 1102.2 of the Uniform Mechanical Code shall be provided for the fire department at all times as required by the *fire code official*.

605.6

605.6 Testing of equipment. Refrigeration equipment and systems having a refrigerant circuit containing more than ~~220 pounds (100 kg) of Group A1 or 30 pounds (14 kg) of any other group refrigerant~~ the allowable quantity of refrigerant as stated in Table 1102.2 of the Uniform Mechanical Code shall be subject to periodic testing in accordance with Section 605.6.1. Records of tests shall be maintained. Tests of emergency devices or systems required by this chapter shall be conducted by persons trained and qualified in refrigeration systems.

605.7

605.7 Emergency signs. Refrigeration units or systems having a refrigerant circuit containing more than ~~220 pounds (100 kg) of Group A1 or 30 pounds (14 kg) of any other group refrigerant~~ the allowable quantity of refrigerant as stated in Table 1102.2 of the Uniform Mechanical Code shall be provided with *approved* emergency signs, charts and labels in accordance with NFPA 704. Hazard signs shall be in accordance with the *International Mechanical Code* for the classification of refrigerants listed therein.

605.9

605.9 Remote controls. Where flammable refrigerants are used and compliance with Section ~~1106~~ 1107.0 of the ~~*International*~~ *Uniform Mechanical Code* is required, remote control of the mechanical equipment and appliances located in the machinery room as required by Sections 605.9.1 and 605.9.2 shall be provided at an approved location immediately outside the machinery room and adjacent to its principal entrance.

605.11

605.11 Storage, use and handling. Flammable and combustible materials shall not be stored in machinery rooms for refrigeration systems having a refrigerant circuit containing more than ~~220 pounds (100 kg) of Group A1 or 30 pounds (14 kg)~~ the allowable quantity of refrigerant as stated in Table 1102.2 of the Uniform Mechanical Code of any other group refrigerant. Storage, use or handling of extra refrigerant or refrigerant oils shall be as required by Chapters 50, 53, 55 and 57.

Exception: This provision shall not apply to spare parts, tools and incidental materials necessary for the safe and proper operation and maintenance of the system.

605.16

605.16 Electrical equipment. Where *refrigerant* of Groups A2, A3, B2 and B3, as defined in the *International Mechanical Code*, are used, refrigeration machinery rooms shall conform to the Class I, Division 2 hazardous location classification requirements of NFPA 70.

Exceptions:

1. Ammonia machinery rooms that are provided with ventilation in accordance with Section ~~1106.3~~1106.2.5.1 of the ~~*International*~~ *Uniform Mechanical Code*.

2. Machinery rooms for systems containing Group A2L *refrigerants* that are provided with ventilation in accordance with Section 605.17.

606.1

606.1 Emergency operation. Existing elevators with a travel distance of 25 feet (7620 mm) or more shall comply with the requirements in Chapter 11. New elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1. No building security, access control or similar system, shall disable or override any new or existing Phase II emergency operations, preventing access to all levels.

607.3.5

607.3.5 Access Panel Coordination. Ducts shall be provided with access panels to facilitate cleaning of automatic sprinklers installed within the duct. Access panels shall be in accordance with the Uniform Mechanical Code.

607.3.6

607.3.6 Automatic Sprinkler Location. When automatic sprinkler protection is required, automatic sprinkler head locations shall be coordinated with access panels required by the *Uniform Mechanical Code* such that automatic sprinkler heads are within 3 feet of an access panel.

806.1.1

806.1.1 Restricted occupancies. Natural cut trees shall be prohibited within ambulatory care facilities and Group A, B, E, F, H, I-1, I-2, I-3, I-4, M, R-1, R-2, ~~and~~ R-4, and S occupancies.

Exceptions~~s~~:

1. ~~Tress located in areas protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 shall not be prohibited in Group A,E,M, R-1, and R-2.~~

~~2.~~ Trees shall be allowed within dwelling units in Group R-2 occupancies~~.~~

807.1

807.1 General. The following requirements shall apply to all occupancies:

1. Furnishings or decorative materials of an explosive or highly flammable character shall not be used.
2. Fire-retardant coatings in existing buildings shall be maintained so as to retain the effectiveness of the treatment under service conditions encountered in actual use.
3. Furnishings, draperies, hanging fabrics or other objects shall not be placed to obstruct *exits*, access thereto, egress therefrom or visibility thereof, and shall not obstruct fire protection and fire alarm devices and equipment, and shall not restrict the proper operation of such devices.
4. The permissible amount of noncombustible decorative materials shall not be limited.

901.2.2

901.2.2 Plans Complete plans and specification for fire protection systems shall be submitted to the *fire code official* for review and be approved prior to system installation. Approved plans shall be kept readily available on the job site.

The licensee (contractors Master or Qualified Employee) information shall be on submittals as per Nevada Administrative Code, Nevada Revised Statutes, and the Nevada Blue Book.

A designer of fire sprinkler, fire alarm, and special hazard systems shall hold a minimum Level II certification in their respective discipline from the National Institute for Certification in Engineering Technologies (NICET) or an

equivalent certification (e.g., plans and calculations prepared by a Nevada Registered Professional Engineer working in their area of expertise). Submittals shall include the designer's printed name, certificate number, and signature.

901.4.6 – 901.4.8

Section 901.4.6 Pump ~~and riser~~ room size. Where provided, fire pump rooms ~~and automatic sprinkler system riser rooms~~ shall be designed with adequate space for all equipment necessary for the installation, as defined by the manufacturer, with sufficient working space around the stationary equipment. Clearances around equipment to elements of permanent construction, including other installed equipment and appliances, shall be sufficient to allow inspection, service, repair or replacement without removing such elements of permanent construction or disabling the function of a required fire-resistance-rated assembly. Fire pump ~~and automatic sprinkler system riser~~ rooms shall be provided with doors and unobstructed passageways large enough to allow removal of the largest piece of equipment.

901.4.6.1 Access. ~~Automatic sprinkler system risers, fire~~ Fire pumps and controllers shall be provided with ready access. Where located in a pump room ~~or automatic sprinkler system riser room~~, the door shall be permitted to be locked provided that the key is available at all times.

901.4.6.2 Marking on access doors. Access doors for fire pump rooms shall be labeled "Fire Pump Room" or "Fire Pump House" with an approved sign. The lettering shall be in contrasting color to the background. Letters shall have a minimum height of 2 inches (51 mm) with a minimum stroke of 3/8 inch (10 mm).

~~**901.1.3 Environment.** Automatic sprinkler system riser rooms and fire pump rooms shall be maintained at a temperature of not less than 40º F. Heating units shall be permanently installed.~~

901.4.6.3 Lighting. Permanently installed artificial illumination shall be provided in ~~the automatic sprinkler system riser rooms and~~ fire pump rooms.

901.4.7 *Automatic sprinkler system* riser rooms. A dedicated *automatic sprinkler system* riser room shall be required for each fire sprinkler system riser.

Exceptions:

1. Where approved by the *fire code official*, where systems are controlled by wall-mounted Post Indicator Valves (PIV), and where exterior access is provided to the monitoring panel that is located in a conditioned room, an *automatic sprinkler system* riser room is not required.
2. When approved, where a single system serves the building and the system is controlled by a PIV, a riser room is not required.
3. In multi-story facilities, floor control risers are permitted to be located on each floor level in an exit stair enclosure.
4. Systems designed in accordance with Section 903.3.1.3 (NFPA 13D) do not require an *automatic sprinkler system* riser room.
5. Systems designed in accordance with Section 903.3.1.2 (NFPA 13R) shall have an *automatic sprinkler system* riser room/closet that is large enough to facilitate access to all the necessary fire sprinkler and fire alarm valves and devices. This area shall be accessible from the outside with either a door or an access panel large enough to allow for testing and maintenance of system. The area shall also maintain a minimum temperature of 40° F and a maximum temperature of 100° F.
6. Fire pump rooms complying with Section 901.4.6.

901.4.7.1 Contents. The primary *automatic sprinkler system* riser room shall contain the fire riser into the building. The fire riser shall contain at a minimum, a flow switch, a check valve, and a control valve.

Exception: Where there is a single system in the building and an exterior Post Indicator Valve (PIV) is provided, then the control valve is not required in the *automatic sprinkler system* riser room.

901.4.7.2 Exterior Access Door. *Automatic sprinkler system* riser rooms shall have an exterior access door with a minimum width of 36 inches (914 mm) and a minimum height of 80 inches (2032 mm)

Exception: For high-rise, terminal, and covered mall buildings, secondary fire risers may be contained in *automatic sprinkler system* riser rooms that are located in dedicated rooms as *approved* by the *fire code official* in areas without direct access from the exterior.

901.4.7.3 Protection. *Automatic sprinkler system* riser rooms shall be separated from the rest of the building by 1-hour fire partitions.

901.4.7.4 Size. The riser room shall have a minimum area of 16 square feet (1.49 m^2), with a minimum dimension of 4 feet for the first sprinkler riser plus an additional 9 square feet for each additional riser contained.

901.4.7.5 Clearances for a fire alarm control unit. Where a fire alarm control unit is located in the *Automatic sprinkler system* riser room, the unit shall be located so that there is a minimum clearance in accordance with the electrical code.

901.4.7.6 Auxiliary control valves. *Automatic sprinkler system* riser rooms are not required for auxiliary control valves.

901.4.7.7 Signage. Weatherproof signage shall be provided on the exterior access door. Signage shall state "Fire Sprinkler Riser Room" in a contrasting color. Letters shall have a minimum height of 2 inches with a minimum stroke of 3/8 inch.

901.4.8 Environment. *Automatic sprinkler system* riser rooms and fire pump rooms shall be maintained at a temperature of not less than 40º F and a maximum temperature of 100º F. Heating and cooling units shall be permanently installed.

Exceptions:

1. Where the fire sprinkler riser room or fire pump room does not contain a Fire Alarm/Monitoring Panel or spare sprinklers heads, or when these devices are rated for higher ambient temperatures the room shall not be required to be conditioned for maximum temperature.
2. Heating and/or conditioning is not required if calculations are prepared and sealed by a design professional, on a case-by case address specific basis, proving that the temperature within the riser room does not fall or rise below the temperature range of 40º F to 100º F. To maintain 40º F, the temperature analysis must use a starting temperature of 50º F and use an outside temperature of 0º F for a period of 8 hours. To maintain 100º F, the temperature analysis must use a starting temperature of 90º F and use an outside temperature of 120º F for a period of 8 hours.
3. Where the fire sprinkler riser room or fire pump room contains equipment that has a higher manufacturer's temperature rating acceptable to the *fire code official*.

901.10

901.10 Recall of fire protection components. Any *fire protection system* component regulated by this code that is the subject of a voluntary or mandatory recall under federal law shall be replaced with *approved*, *listed* components in compliance with the referenced standards of this code. ~~The *fire code official* shall be notified in writing by the building *owner* when the recalled component parts have been replaced.~~ A construction permit shall be obtained for the replacement of all recalled components.

903.1.1

~~**903.1.1 Alternative protection.** Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in lieu of automatic sprinkler protection where recognized by the applicable standard and *approved* by the *fire code official*.~~

903.2

903.2 Where required. Approved *automatic sprinkler system*s in new buildings and structures shall be provided throughout all buildings and structures, regardless of occupancy type and including buildings and structures in accordance with the International Residential Code, which meet one of the following requirements, and additionally in the locations described in Sections 903.2.1 through 903.2.12:

1. For buildings constructed in accordance with the International Building Code, approved automatic sprinklers systems are required where the building area exceeds 5,000 square feet (464 m^2).
2. For buildings constructed in accordance with the International Residential Code, approved *automatic sprinkler system*s are required where the living space exceeds 5,000 square feet (464 m^2).

3. For any buildings, not otherwise requiring fire sprinklers, where the available fire flow does not meet the fire flow requirements of this code, approved *automatic sprinkler system*s shall be provided as required by the *fire code official*.

~~**Exception:** Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided that those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour fire barriers constructed in accordance with Section 707 of the International Building Code or not less than 2-hour horizontal assemblies constructed in accordance with Section 711 of the International Building Code, or both.~~

Exceptions:

1. Open parking garages with no other occupancy above the open parking garage structure and with fire apparatus lanes immediately adjacent to two open sides of the garage equaling a minimum of 40% of the garage perimeter are not required to be protected with automatic sprinklers.
2. Automatic sprinklers shall not be required in buildings or structures used exclusively for agricultural, livestock, or equestrian activities, with or without spectators, where structures may cover the use, including the spectator area, provided the use is not enclosed with any walls along any portion of the perimeter of the structures, except for rooms containing code-required building service components, and provided that the minimum clear height along the entire perimeter of the structure is 7 feet 6 inches (2286 mm).
3. Buildings, structures, or service equipment and installations directly used in utility generation or distribution which are installed on properly recorded easements belonging to water, gas, power, telephone, or other utility companies that are preemptively regulated by the Nevada Public Service Committee, a State of Nevada charter, or other public franchise. This exception does not apply to non-exempted buildings or structures containing occupiable spaces such as offices, meeting rooms, service counters, public restrooms, or other normally occupied spaces.
4. Playground shade structures, fuel dispensing canopies, and carports open to a minimum clear height of 10 feet on all sides around the entire perimeter, with non-combustible structural support and frame, with either non-combustible material, or fabric complying with NFPA 701 providing shade, located a minimum of 10 feet from the nearest building, property line or shade structure, and less than 10,000 square feet in projected area, do not require fire sprinklers.
5. For new construction expanding existing unsprinklered Group R-3 buildings or one- and two-family dwellings built in accordance with the International Residential Code, sprinklers are not required to be retrofitted into the building where the building is provided with fire flow in accordance with Appendix B and the newly added living space does not exceed 5,000 square feet.

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 fire walls with no openings constructed in accordance with the International Building Code.
2. Special hazard areas that required sprinklers for certain uses, such as medical gas rooms, may be fire sprinklered without requiring additional fire sprinklers throughout the building, when approved by the *fire code official*.

903.2.3

903.2.3 Group E. An *automatic sprinkler* system shall be provided for Group E occupancies where one of the following conditions exists: ~~as follows:~~

1. Throughout all Group E *fire areas* greater than ~~12,000~~ 5,000 square feet (~~1115~~464 m^2) in area.
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

   Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area

3. The Group E Fire area has an occupant load of 300 or more.
4. Daycare facilities where there is occupancy from 12:00 AM - 6:00 AM and care for 7 or more children.

903.2.11.5

903.2.11.5 Commercial cooking operations. An *automatic sprinkler system* shall be installed in a commercial kitchen exhaust hood and duct system where an *automatic sprinkler system* is used to comply with Section 904, and for the entire length of duct when the duct length exceeds 75 feet.

903.2.11.7

903.2.11.7. Protection of available storage height. In Group S-1 and all other storage areas the fire sprinkler system shall be designed to protect storage up to the maximum available storage height. The minimum sprinkler density shall be equivalent to that required for a Class IV commodity pursuant to NFPA 13.

903.3.1.1.1

903.3.1.1.1 Exempt locations. Automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, or fire-resistance rated construction, or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.

2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when *approved* by the *fire code official*.

~~3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a *fire resistance rating* of not less than 2 hours~~

~~4. Rooms or areas that are of noncombustible construction with wholly noncombustible contents.~~

~~5.~~ 3. Fire service access elevator machine rooms and machinery spaces.

~~6.~~ 4. Machine rooms, machinery spaces, control rooms and control spaces associated with occupant evacuation elevators designed in accordance with Section 3008 of the *International Building Code*.

903.3.1.2

903.3.1.2 NFPA 13R sprinkler systems. *Automatic sprinkler systems* in Group R Occupancies up to and including two ~~four~~ stories in height in buildings not exceeding 60 feet (18 288 mm)in height above grade plane shall be permitted to be installed throughout in accordance with NFPA 13R.

The number of stories in Group R occupancies constructed in accordance with Section 510.2 and 510.4 of the International Building Code shall be measured from the horizontal assembly creating separate buildings.

903.3.5.3

903.3.5.3 Cross connections and backflow, minimum types of protection. Sprinkler systems defined as Class 4, Class 5, and Class 6 fire sprinkler systems by NAC 445A, shall require approval from the water purveyor prior to system installation.

903.4

903.4 Sprinkler system supervision and alarms. Valves controlling the water supply for *automatic sprinkler system*s, pumps, tanks, water levels and temperatures, critical air pressures and waterflow switches on all sprinkler systems shall be electrically supervised by a listed fire alarm control unit.

Exceptions:

1. *Automatic sprinklers systems* protecting one- and two-family dwellings.
2. Limited area sprinkler systems in accordance with Section 903.3.8.
3. *Automatic sprinklers systems* installed in accordance with NFPA 13R where a common supply main is used to supply both domestic water and the *automatic sprinkler system*, and a separate shutoff valve for the *automatic sprinkler system* is not provided.
4. Jockey pump control valves that are sealed or locked in the open position.
5. Control valves to ~~commercial kitchen hoods,~~ paint spray booths or dip tanks that are sealed or locked in the open position.
6. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
7. Trim valves to pressure switches in dry, preaction and deluge sprinkler systems that are sealed or locked in the open position.

903.4.1

903.4.1 Monitoring. Alarm, supervisory, and trouble signals shall be distinctly different and shall be automatically transmitted to an approved supervising station or, when approved by the *fire code official*, shall sound an audible signal at a constantly attended location.

Exceptions:

1. Underground key or hub valves ~~in roadway boxes provided by the municipality or public utility~~ are not required to be monitored.
2. Backflow prevention device<u>s</u> ~~test valves located in limited area sprinkler system supply piping shall be locked in the open position. In occupancies required to be equipped with a fire alarm system, the backflow preventer valves shall be electrically supervised by a tamper switch installed in accordance with NFPA 72 and separately annunciated.~~ <u>located at the municipal water supply connection are not required to be monitored when either locked in the open position, or are located within an underground vault or an approved insulated enclosure.</u>

<u>Multi-story facilities shall provide zone annunciation on a floor-by-floor basis.</u>
<u>In occupancies provided with a supervised sprinkler system, the following three distinctly different signals shall be transmitted to an approved supervising station:</u>

1. <u>Water Flow Alarm</u>
2. <u>Supervisory</u>
3. <u>System Trouble</u>

<u>The supervising station shall only retransmit Water Flow Alarm signals to the Fire Department.</u>

903.4.2

903.4.2 ~~Alarms~~ <u>Audible and Visual Notification appliances</u>. ~~An~~ *Approved* audible ~~device, located on the exterior of the building in an *approved* location,~~ <u>and visual notification appliances</u> shall be connected to each *automatic sprinkler system*. Such sprinkler waterflow alarm ~~devices~~ <u>notification appliances</u> shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. <u>Exterior audible and visual notification appliances shall be provided on the exterior of the building above the wall-mounted Fire Department Connection. One interior audible and visual notification appliance shall be provided near the main entrance or in a normally occupied location. In multiple-tenant facilities, one interior audible and visual notification</u>

appliance shall be provided near the main entrance or in a normally occupied location for each tenant space. Where a fire alarm system is installed, actuation of the *automatic sprinkler system* shall actuate the building fire alarm system.

903.4.3

903.4.3 Floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor ~~in high-rise buildings~~ in multi-story facilities.

903.4.4

903.4.4 Tenant isolation control valves. *Approved* isolation control valves shall be provided for Group A and M tenant spaces having public access exclusively to an adjacent assembly space or mall. Immediately adjacent tenant spaces may be combined up to a gross area of 5,200 square feet. This isolation control valve shall not define a separate sprinkler system. It shall be required in new construction and in existing buildings with a change of occupancy or construction affecting 20 or more sprinklers.

903.7

903.7 Automatic Sprinklers in Existing Buildings. *Automatic sprinkler system*s in accordance with Section 903 and designed per the Fire Code shall be provided in unsprinklered *existing structure*s at the locations described in Sections 903.7.1 through 903.7.3.2.

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 unsprinklered 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.

903.7.1 Additions. Additions to any building shall comply with this Section and the *International Existing Building Code*.

903.7.1.1 Sprinklered Addition. In existing unsprinklered buildings where sprinklers are provided for a building addition, whether required or not, the entire building shall be sprinklered.

Exceptions:

1. In other than Group H occupancies, 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* constructed in accordance with Section 707 of the International Building Code, and without openings.

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.

903.7.1.2 Unsprinklered Addition. In existing unsprinklered 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. In other than Group H occupancies, the *fire area* containing the addition is separated from adjacent fire areas by a *fire barrier* constructed in accordance with Section 707 of the *International Building Code*, and without openings.

903.7.2 Alterations. Alterations within existing building shall comply with this Section and the *International Existing Building Code*.

903.7.2.1 Sprinklered Alterations. In existing unsprinklered buildings where sprinklers are provided for an alteration, whether required or not, the entire building shall be sprinklered.

Exceptions:

1. In other than Group H occupancies, 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* constructed in accordance with Section 707 of the *International Building Code*, and without openings.

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.

903.7.2.2 Unsprinklered Alterations. In existing unsprinklered 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.

903.7.3 Change of Occupancy. A change of occupancy within an existing building shall comply with this Section and the *International Existing Building Code*.

903.7.3.1 Sprinklered Change of Occupancy. In existing unsprinklered 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. In other than Group H occupancies, 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* constructed in accordance with Section 707 of the *International Building Code*, and without openings.

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.

903.7.3.2 Unsprinklered Change of Occupancy. In existing unsprinklered 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. In other than Group H occupancies, the *fire area* containing the change of occupancy is separated from adjacent fire areas by a *fire barrier* constructed in accordance with Section 707, and without openings.

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 changes in occupant load, relative fire hazard and other relevant data.

904.2

904.2 Where permitted. Automatic fire-extinguishing systems ~~installed as an alternative to the required automatic sprinkler systems of Section 903~~ shall be approved by the *fire code official*.

904.12.5.2

904.12.5.2 Extinguishing system service. Automatic fire-extinguishing systems shall be serviced not less frequently than every 6 months and after activation of the system. Inspection shall be ~~by qualified individuals, and a certificate of inspection shall be forwarded to the *fire code official* upon completion.~~ conducted by personnel licensed by the State of Nevada Fire Marshal's Office and a certificate of inspection shall be kept on site and shall be readily available to the *fire code official*.

905.3

905.3 Required installations. Standpipe systems shall be installed where required by Sections 905.3.1 through 905.3.8. Standpipe systems are allowed to be combined with *automatic sprinkler system*s.

Exception: Standpipe systems are not required in Group R-3 occupancies.

The standpipe design shall be *approved* by the *fire code official*. Standpipes in buildings with fire pumps shall be automatic. Standpipes in buildings not subject to freezing shall be wet. Standpipes in areas subject to freezing shall be permitted to be manual dry when equipped with both KNOX locking caps and/or KNOX plugs for fire department connections (FDC) and hose valves that are acceptable to the *fire chief*.

The reference standard describes five types of systems. These are:

- **Automatic dry:** Contains air or nitrogen under pressure. Opening a hose valve releases the air or nitrogen and automatically admits water into the standpipe system. *A standpipe system permanently attached to a water supply capable of supplying the system demand at all times, containing air or nitrogen under pressure, the release of which (as from opening a hose valve) opens a dry pipe valve to allow water to flow into the piping system and out of the opened hose valve.*

- **Automatic wet:** Retains water in the piping at all times and is capable of automatically supplying the correct water pressure and flow. *A standpipe system containing water at all times that is attached to a water supply capable of supplying the system demand at all times and that requires no action other than opening a hose valve to provide water at hose connections.*

- **Manual dry:** Contains air, but does not have an automatic water supply. Fire department pumpers add water to the system. *A standpipe system with no permanently attached water supply that relies exclusively on the fire department connection to supply the system demand.*

- **Semiautomatic dry:** Requires someone to activate a remote control device manually to admit water into the standpipe system. *A standpipe system permanently attached to a water supply that is capable of supplying the system demand at all times arranged through the use of a device such as a deluge valve and that requires activation of a remote control device to provide water at hose connections.*

- **Manual wet:** Retains water in the piping at all times, but is not capable of providing adequate pressure and flow. The fire department must use its pumpers to augment the water supply. *A standpipe system containing water at all times that relies exclusively on the fire department connection to supply the system demand*.

- **Wet:** Wet Standpipes are filled with water and is pressurized at all times. *A standpipe system having piping containing water at all times*.

905.3.1

905.3.1 Height. Approved Class I ~~III~~ standpipe systems shall be installed throughout buildings where any of the following conditions exist:

1. Four or more stories are above or below grade plane

2. The floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access.

3. The floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of the fire department vehicle access.

~~**Exceptions:**~~

~~1. Class I standpipes are allowed in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2~~

~~2. Class I standpipes are allowed in Group B and E occupancies.~~

~~3. Class I manual standpipes are allowed in open parking garages where the highest floor is located not more than 150 feet (45 720 mm) above the lowest level of fire department vehicle access~~

~~4. Class I manual dry standpipes are allowed in open parking garages that are subject to freezing temperatures, provided that the hose connections are located as required for Class II standpipes in accordance with Section 905.5.~~

~~5. Class I standpipes are allowed in basements equipped throughout with an automatic sprinkler system.~~

~~6. Class I standpipes are allowed in buildings where occupant use hose lines will not be utilized by trained personnel or the fire department~~

~~7.~~

In determining the lowest level of fire department vehicle access, it shall not be required to consider:

~~7.1~~. 1. Recessed loading docks for four vehicles or less, and
~~7.2~~. 2. Conditions where topography makes access from the fire department vehicle to the building impractical or impossible.

905.3.3

905.3.3 Covered and open mall buildings. Covered mall and open buildings shall be equipped throughout with a standpipe system where required by Section 905.3.1. Mall buildings not required to be equipped with a standpipe system by Section 905.3.1 shall be equipped with Class I hose connections connected to the *automatic sprinkler system* sized to deliver water at 250 gallons per minute (946.4 L/min) at the most hydraulically remote hose connection while concurrently supplying the *automatic sprinkler system* demand. The standpipe system shall be

designed not to exceed a 50 pounds per square inch (psi) (345 kPa) residual pressure loss with a flow of 250 gallons per minute (946.4 L/min) from the fire department connection to the hydraulically most remote hose connection. Hose connections shall be provided at each of the following locations:
1. Within the mall at the entrance to each exit passageway or corridor.
2. At each floor-level landing within interior exit stairways opening directly on the mall.
3. At exterior public entrances to the mall of a covered mall building.
4. At public entrances at the perimeter line of an open mall building.
5. At other locations as necessary so that the distance to reach all portions of a tenant space does not exceed 100 feet (30 480 mm) of hose and 30-foot (9144 mm) of stream ~~200 feet (60 960 mm)~~ from a hose connection. The length of hose shall be measured along normal walking routes, and the stream shall not be expected to penetrate walls or windows.

905.3.9

905.3.9 Building area. When required by the *fire code official*, buildings in excess of 10,000 square feet (929 m^2) in area per level shall be equipped with a Class I standpipe system where any portion of the building's interior area is more than 200 feet (60,960 mm) measured vertically and horizontally from the nearest point of fire department apparatus access.

905.4

905.4 Location of Class I standpipe hose connections. Class I standpipe hose connection shall be provided in all of the following locations:

1. In every required interior exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at the main floor landing unless otherwise approved by the *fire code official*.

   Exception: A single hose connection shall be permitted to be installed in the open corridor or open breezeway between open stairs that are not greater than 75 feet (22 860 mm) apart.

2. On each side of the wall adjacent to the exit opening of a horizontal exit

   Exception: Where floor areas adjacent to a horizontal exit are reachable from an interior exit stairway hose connection by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the horizontal exit.
3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

   Exception: Where floor areas adjacent to an exit passageway are reachable from an interior exit stairway hose connection by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the entrance from the exit passageway to other areas of the building.
4. In covered mall buildings, adjacent to each exterior public entrance to the mall and adjacent to each entrance from an exit passageway or exit corridor to the mall. In open mall buildings, adjacent to each public entrance to the mall at the perimeter line and adjacent to each entrance from an exit passageway or exit corridor to the mall.

5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), a hose connection located to serve the roof or at the highest landing of an interior exit stairway with access to the roof provided in accordance with Section 1011.12.

6. Throughout the entire building so that all portions of each floor level are provided with hose valve coverage utilizing 100 feet (30 480 mm) of hose and 30-foot (9144 mm) stream from any hose connection located on that floor or intermediate landing. The length of hose shall be measured along normal walking routes, and the stream shall not be expected to penetrate walls or windows. ~~Where the most remote portion of a nonsprinklered floor or story is more than 150 feet (45 720 mm) from a hose connection or the most remote portion of a sprinklered floor or story is more than 200 feet (60 960 mm) from a hose connection,~~

~~the *fire code official* is authorized to require that additional hose connections be provided in approved locations.~~

905.4.1

905.4.1 Protection. Risers and laterals of Class I standpipe systems not located within an interior exit stairway or pressurized enclosure shall be protected by a degree of fire resistance equal to that required for vertical enclosures in the building in which they are located.

Exception: In buildings constructed of Type I or Type II construction in accordance with the Building Code or in buildings equipped throughout with an approved *automatic sprinkler system*, standpipe laterals and vertical risers that are not located within an interior exit stairway are not required to be enclosed within fire-resistance-rated construction.

905.9

905.9 Valve supervision. Valves controlling water supplies shall be supervised in the open position so that a change in the normal position of the valve will generate a supervisory signal at the supervising station required by Section 903.4. Where a fire alarm system is provided, a signal shall also be transmitted to the control unit.

Exceptions:

1. Valves to underground key or hub valves ~~in roadway boxes provided by the municipality or public utility~~ do not require supervision.
2. ~~Valves locked in the normal position and inspected as provided in this code in buildings not equipped with a fire alarm system.~~

906.2

906.2 General requirements. Portable fire extinguishers shall be selected, installed and maintained in accordance with this section and NFPA 10.

Exceptions:

1. The travel distance to reach an extinguisher shall not apply to spectator seating portions of Group A-5 occupancies.
2. Thirty-day inspections shall not be required and maintenance shall be performed annually ~~allowed to be once every three years~~ for dry-chemical or halogenated agent portable fire extinguishers that are supervised by a listed and approved electronic monitoring device, provided that all of the following conditions are met:
    - 2.1 Electronic monitoring shall confirm that extinguishers are properly positioned, properly charged and unobstructed.
    - 2.2 Loss of power or circuit continuity to the electronic monitoring device shall initiate a trouble signal.
    - 2.3 The extinguishers shall be installed inside of a building or cabinet in a noncorrosive environment.
    - 2.4 Electronic monitoring devices and supervisory circuits shall be tested annually ~~every three years~~ when extinguisher maintenance is performed.
    - 2.5 A written log of required hydrostatic test dates for extinguishers shall be maintained by the owner to ensure that hydrostatic tests are conducted at the frequency required by NFPA 10.
3. In Group I-3 occupancies, portable fire extinguishers shall be permitted to be located at staff locations.

907.1

907.1 General. This section covers the application, installation, performance and maintenance of fire alarm systems and their components in new and existing buildings and structures. The requirements of Section 907.2 are applicable to new buildings and structures. The requirements of Section 907.9 are applicable to existing buildings and structures.
A separate fire alarm control unit is required for each separate building. A campus system shall not substitute the requirement for a separate fire alarm control unit for each separate building. Campus systems may be allowed subject to the approval of the *fire code official*. When approved by the *fire code official* campus systems circuits shall utilize Class X circuits with weatherproof raceways.

907.1.4

907.1.4 Signage. A "FIRE ALARM CONTROL PANEL" sign shall be provided in minimum 2" letters with a minimum ½" stroke. The color of the letters shall be contrasting with respect to the background. The sign shall be provided on the door leading to the fire alarm control panel(s), unless otherwise approved by the *fire code official*.

907.2

907.2 Where required-new buildings and structures. An *approved* fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.
In separated mixed-use occupancy buildings the fire alarm/detection system shall be limited to the *fire area* that requires the system. In non-separated mixed-use occupancy buildings containing an occupancy with a fire alarm/detection system the system is required to be extended throughout the building or *fire area*.
A fire alarm system shall be installed throughout all buildings three or more stories in height.

Exception: Group R-3 occupancies and single-family dwellings built under the IRC.

Not fewer than one manual fire alarm box shall be provided in an *approved* location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or waterflow detection devices. Where other sections of this code allow elimination of fire alarm boxes to sprinklers, a single fire alarm box shall be installed.

Exceptions:

1. ~~1.~~ The manual fire alarm box ~~is not required~~ shall not be installed for fire alarm systems dedicated to elevator recall control and supervisory service~~.~~ and fire sprinkler monitoring systems.
2. ~~The manual fire alarm box is not required for Group R-2 occupancies unless required by the *fire code official* to provide a means for fire watch personnel to initiate an alarm during a sprinkler system impairment event. Where provided, the manual fire alarm box shall not be located in an area that is accessible to the public.~~

907.2.7.1

~~**907.2.7.1 Occupant notification.** During times that the building is occupied, the initiation of a signal from a manual fire alarm box or from a water flow switch shall not be required to activate the alarm notification appliances when an alarm signal is activated at a constantly attended location from which evacuation instructions shall be initiated over an emergency voice/alarm communication system installed in accordance with Section 907.5.2.2.~~

907.2.8.2

907.2.8.2 Automatic smoke detection system. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed throughout all interior *corridors* serving *sleeping units*. For the purposes of this section, interior means a conditioned space.

Exception: An automatic smoke detection system is not required in buildings that do not have interior *corridors* serving *sleeping units* and where each *sleeping unit* has a *means of egress* doors opening directly to an *exit* or to an exterior *exit access* that leads directly to an *exit*.

907.2.8.3 and 907.2.8.4

907.2.8.3 Smoke alarms and smoke detectors. Single- and multiple-station smoke alarms or smoke detectors shall be installed in accordance with Section 907.2.10.

907.2.8.3.1 Smoke detectors. Smoke detectors shall operate in accordance with 907.2.10.7.

907.2.8.4 Smoke detection in sleeping areas. Smoke alarms or smoke detectors provided in sleeping areas within R-1 occupancies that are required to have a fire alarm system in accordance with this code shall be able of producing the 520 Hz low frequency audible alarm signal complying with the sleeping area requirements of NFPA 72.

907.2.9.1

907.2.9.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-2 occupancies where any of the following conditions apply:

1. Any *dwelling unit* or *sleeping unit* is located three or more stories above the lowest *level of exit discharge*;
2. Any *dwelling unit* or *sleeping unit* is located more than one story below the highest *level of exit discharge* of *exits* serving the *dwelling unit* or *sleeping unit*; or
3. The building contains ~~more than 16~~ 15 or more *dwelling units* or *sleeping units*.

Exceptions:

1. A fire alarm system is not required in buildings not more than two stories in height where all dwelling units or sleeping units and contiguous attic and crawl spaces are separated from each other and public or common areas by at least 1-hour fire partitions and each dwelling unit or sleeping unit has an exit directly to a public way, exit court or yard.
2. Manual fire alarm boxes are not required where the building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1 or 903.3.1.2 and the occupant notification appliances will automatically activate throughout the notification zones upon a sprinkler water flow.
   2.1 At least one manual fire alarm box is installed at an approved location.
3. A fire alarm system is not required in buildings that do not have interior corridors serving dwelling units and are protected by an approved *automatic sprinkler system* installed in accordance with Section 903.3.1.1 or 903.3.1.2, provided that dwelling units either have a means or egress door opening directly to an exterior exit access that leads directly to exits or are served by open-ended corridors designed in accordance with Section 1027.6, Exception 3.

907.2.9.1.1

907.2.9.1.1 Automatic smoke detection system. When a fire alarm system is required, an automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed throughout all interior corridors serving dwelling units. For the purposes of this section, interior means a conditioned space.

Exception: An automatic smoke detection system is not required in buildings that do not have interior corridors serving dwelling units and where each dwelling unit has a means of egress doors opening directly to an exit or to an exterior exit access that leads directly to an exit.

907.2.9.2 – 907.2.9.4

907.2.9.2 Smoke alarms and smoke detectors. Single- and multiple-station smoke alarms or smoke detectors shall be installed in accordance with Section 907.2.10.

907.2.9.2.1 Smoke detectors. Smoke detectors shall operate in accordance with 907.2.10.7.

907.2.9.3 Smoke detection in sleeping areas. Smoke alarms or smoke detectors provided in sleeping areas within R-2 occupancies that are required to have a fire alarm system in accordance with this code shall be able of producing the 520 Hz low frequency audible alarm signal complying with the sleeping area requirements in NFPA 72.

~~907.2.9.3~~907.2.9.4 **Group R-2 college and university buildings.** An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-2 occupancies operated by a college or university for student or staff housing in all of the following locations:

1. Common spaces outside of *dwelling units* and *sleeping units*.
2. Laundry rooms, mechanical equipment rooms and storage rooms.
3. All interior corridors serving *sleeping units* or *dwelling units*.

Exception: An automatic smoke detection system is not required in buildings that do not have interior *corridors* serving *sleeping units* or *dwelling units* and where each *sleeping unit* or *dwelling unit* either has a *means of egress* door opening directly to an exterior *exit access* that leads directly to an *exit* or a *means of egress* door opening directly to an *exit*.

Required smoke alarms in *dwelling units* and *sleeping units* in Group R-2 occupancies operated by a college or university for student or staff housing shall be interconnected with the fire alarm system in accordance with NFPA 72.

907.2.12

907.2.12 High-rise buildings. High-rise buildings shall be provided with an automatic smoke detection system in accordance with Section 907.2.12.1, a fire department communication system in accordance with Section 907.2.12.2 and an emergency voice/alarm communication system in accordance with Section 907.5.2.2.

Exceptions:

1. Airport traffic control towers in accordance with Section 907.2.22 and Section 412 of the *International Building Code*.
2. Open parking garages in accordance with Section 406.5 of the *International Building Code*.
3. ~~Buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*.~~
3. Low-hazard special occupancies in accordance with Section 503.1.1 of the *International Building Code*. ~~4~~
5. ~~Buildings with an occupancy in Group H-1, H-2 or H-3 in accordance with Section 415 of the *International Building Code*.~~
6. ~~In Group I-1 and I-2 occupancies, the alarm shall sound at a constantly attended location and general occupant notification shall be broadcast by the emergency voice/alarm communication system.~~

907.2.12.1.3

907.2.12.1.3 System smoke detection with sounder bases. In a new structure classified as a high-rise building with residential occupancies, in lieu of installing stand-alone smoke alarms, system-type analog addressable smoke detectors with sounder-bases shall be installed in all locations required by Section 907.2.11. Activation of said devices shall send a supervisory alarm signal to the building fire alarm control panel. The smoke detector sounder shall only sound within the individual dwelling unit, suite of rooms, or similar area and shall not actuate the building fire alarm system, unless otherwise permitted by the *fire code official*.

907.2.12.2

907.2.12.2 Fire department communication system. Where a wired communication system is provided in addition to ~~*approved* in lieu of~~ a radio coverage system in accordance with Section 510, the wired fire department communication system shall be designed and installed in accordance with NFPA 72 using warden stations and

shall operate between a *fire command center* complying with Section 508, elevators, elevator lobbies, emergency and standby power rooms, fire pump rooms, areas of refuge and inside interior *exit stairways* and other locations as required by the *fire code official*. The fire department communication device shall be provided at each floor level within the interior *exit stairway*.

907.2.12.3

907.2.12.3 Multi-channel voice evacuation. ~~Multiple-channel voice evacuation. In buildings with an occupied floor more than 120 feet (36 576 mm) above the lowest level of fire department vehicle access, voice evacuation systems for high-rise buildings shall be multiple-channel systems.~~ Voice evacuation systems for high-rise buildings shall be multi-channel systems.

907.2.12.4

907.2.12.4 Reliability. If a networked fire alarm system is installed, and if the fire alarm network nodes are interconnected utilizing physical conductors (e.g., metallic, optical fiber), the network nodes shall be interfaced with each other utilizing Class X wiring methods. The outgoing and return conductors shall not be run in the same cable assembly, enclosure, or raceway.

907.2.24

907.2.24 Child-care smoke detectors. System smoke detectors shall be installed within sleeping areas of day care facilities.

Exception: Single-station smoke alarms may be permitted in facilities not otherwise required to be provided with a fire alarm system.

907.3.1

907.3.1 Duct smoke detectors. Smoke detectors installed in ducts shall be *listed* for the air velocity, temperature and humidity present in the duct. Duct smoke detectors shall be connected to the building's fire alarm control unit when a fire alarm system is provided ~~required by Section 907.2~~. Activation of a duct smoke detector shall initiate a visible and audible supervisory signal ~~at a constantly attended location~~ on the building's fire alarm control unit when a fire alarm system is provided and shall perform the intended fire safety function in accordance with this code and the International *Mechanical Code*. In facilities that are required to be monitored by a supervising station, duct smoke detectors shall report only as a supervisory signal and not as a fire alarm. They shall not be used as a substitute for required open area detection.

~~**Exceptions:**~~

~~1. The supervisory signal at a constantly attended location is not required where duct smoke detectors activate the building's alarm notification appliances.~~

~~2. In occupancies not required to be equipped with a fire alarm system, actuation of a smoke detector shall activate a visible and an audible signal in an approved location. Smoke detector trouble conditions shall activate a visible or audible signal in an approved location and shall be identified as air duct detector trouble.~~

907.4.1

907.4.1 Protection of fire alarm control unit. In areas that are not continuously occupied, a single smoke detector shall be provided at the location of each fire alarm control unit, notification appliance circuit power extenders and supervising station transmitting equipment.

Exceptions:

1. Where ambient conditions prohibit installation of smoke detector, a heat detector shall be permitted.

2. Dedicated function sprinkler monitoring systems shall not be required to have smoke detectors installed above the dedicated function control unit.

907.4.2

907.4.2 Manual fire alarm boxes. Where a manual fire alarm system is required by another section of this code, it shall be activated by dual action fire alarm boxes installed in accordance with section 907.4.2.1 through 907.4.2.6.

907.5.2.1.1

907.5.2.1.1 Average sound pressure. The audible alarm notification appliances shall provide a sound pressure level of 15 decibels (15 dBA) above the average ambient sound level or 5 dBA above the maximum sound level having a duration of at least 60 seconds, whichever is greater, in every occupiable space within the building. The minimum sound pressure levels shall be: 90 dBA in mechanical equipment rooms; and 80 dBA in other occupancies. Audible notification appliances shall be installed in each occupiable space.

Exceptions:

1. Laundry rooms, walk-in closets, storage rooms and walk-in coolers/freezers equal to or less than 100 square feet (9.29 m^2) in floor area.
2. In lieu of showing an audible notification appliance within a specific occupiable space on the plans, calculations may be provided showing that the alarm signals from the adjacent audible appliances will achieve a minimum of 80 decibels inside and throughout that space, where doors or other barriers between the space and the adjacent audibility device(s) are closed. Sound pressure levels shall be measured during system acceptance testing to verify the calculated space achieves a minimum of 80 dBA.
3. In sleeping areas required to be protected with low-frequency alarms, the 80 dBA minimum sound pressure provision is not required where a listed fire alarm device is not available to simultaneously achieve both the low-frequency signal and the 80 dBA minimum sound pressure.

907.5.2.3.1

907.5.2.3.1 Public use areas and common use areas. Visible alarm notification appliances shall be provided in public use areas and common use areas.

~~**Exception**: Where employee work areas have audible alarm coverage, the notification appliance circuits serving the employee work areas shall be initially designed with not less than 20 percent spare capacity to account for the potential of adding visible notification appliances in the future to accommodate hearing impaired employee(s).~~ **Exceptions:**

1. Electrical and mechanical rooms that are not normally occupied or less than 400 square feet.
2. Janitor closets.
3. Storage rooms less than 400 square feet.
4. Exit enclosures .
5. Individual work areas or offices and private toilets serving individual work areas or offices.
6. Individual inmate sleeping areas and patient sleeping rooms.

907.5.2.2.6

907.5.2.2.6 Intelligibility. Emergency voice/alarm communication system plan submittals to the *fire code official* shall indicate graphically and in tabular form each acoustically distinguishable space (ADS) as described in NFPA 72 Annex D. ADS where intelligibility is required shall be designated. ADS that require intelligibility testing shall be designated.

907.5.2.2.6.1 Intelligibility Acceptability Criteria. Where intelligibility testing is required, 90 percent of the measurement locations within each ADS shall have a measured Speech Transmission Index (STI) of not less than 0.50 (0.70 Common Intelligibility Scale (CIS)) and an average STI of not less than 0.55 (0.74 CIS). The relationship between STI, CIS and Intelligibility is shown on Table 907.5.2.2.6.1.

Table 907.5.2.2.6.1

STI Score	CIS Equivalent	Intelligibility
0.00	0.00	Bad
0.05	0.00	Bad
0.10	0.00	Bad
0.15	0.18	Bad
0.20	0.30	Bad
0.25	0.40	Bad
0.30	0.48	Bad
0.35	0.54	Poor
0.40	0.60	Poor
0.45	0.65	Poor
0.50	0.70	Fair
0.55	0.74	Fair
0.60	0.78	Fair
0.65	0.81	Good
0.70	0.85	Good
0.75	0.88	Good
0.80	0.90	Excellent
0.85	0.93	Excellent
0.90	0.95	Excellent
0.95	0.98	Excellent
1.00	1.00	Excellent

907.5.2.2.6.2 Intelligibility Testing. Where intelligibility testing is required, intelligibility shall be determined through quantitative measurements.

907.5.2.2.6.3 Quantitative measurements within acoustically distinguishable space shall use pink noise or an approved signal source. Testing using any of the voice alarm emergency evacuation messages is prohibited.

907.6.4.1

907.6.4.1 ~~**Zoning indicator panel.**~~ **Alarm Annunciator and Fire Alarm Control Unit.** ~~A zoning indicator panel and the associated controls shall be provided in an approved location. The visual zone indication shall lock in until the system is reset and shall not be canceled by the operation of an audible alarm silencing switch.~~ Alarm annunciators and fire alarm control units shall comply with all of the following:

1. If a building has a main entrance/foyer and has more than one story, a read-only remote annunciator shall be provided inside the building at the main entrance/foyer.

   Exceptions:

   1. High-rise buildings provided with a fire command center.

   2. Alternate location as approved by the *fire code official*.

2. If a building has a fire riser room with an exterior door, the fire alarm control unit shall be provided within the fire riser room.

   Exceptions:

1. High-rise buildings provided with a fire command center.
2. Alternate location as approved by the *fire code official*.

3. The location of an operated initiating device shall be displayed by alphanumeric display at the annunciator.
4. The alphanumeric display shall state the device type, the floor level (if applicable), the device address and a descriptive location for the operated device(s).

5. The visible annunciation of the location of operated initiating devices shall not be canceled by the means used to deactivate alarm notification appliances.

907.6.6

907.6.6 Monitoring. Fire alarm systems required by this chapter or by the *International Building Code* shall be monitored by an *approved* supervising station in accordance with NFPA 72 and as *approved* by the *fire code official*. Home care facilities that are licensed by the State of Nevada are also required to be monitored per this section. Proprietary Supervising Station Systems (also called self-monitoring systems), when allowed by the *fire code official*, shall be in accordance with the IFC and NFPA 72.

Exception: Monitoring by a supervising station is not permitted unless specifically approved by the *fire code official* ~~is not required~~ for:

1. Single- and multiple station smoke alarms required by Section 907.2.10.
~~2. Smoke detectors in Group I-3 occupancies.~~
~~3.~~2. *Automatic sprinkler systems* in one- and two-family dwellings.
3. Monitoring systems utilizing point-by-point monitoring.

In occupancies provided with a fire alarm system, the following four distinctly different alarm signals shall be transmitted to an approved supervising station:

1. Water Flow Alarm, if provided with a fire sprinkler system.
2. Fire Alarm.
3. System Trouble.
4. Supervisory, when applicable.

For new and existing facilities, the supervising station shall only retransmit Water Flow Alarm signals to the Fire Department.

EXCEPTION: The supervising station shall also retransmit fire alarm signals for government buildings, (all facilities owned, leased and/or operated by any City, County, State, or Federal government agency) schools (including daycares, preschools, public and private schools etc.) and hospitals (including nursing homes, convalescent homes, adult care facilities, group homes, extended care facilities, etc.).

907.6.6.3

907.6.6.3 Control units. Unless otherwise approved, not more than one main or master fire alarm control unit shall be permitted per building, in an approved location. Unless otherwise approved, not more than one monitoring panel shall be permitted per building.

907.6.7

907.6.7 Connections to other systems. A fire alarm system shall not be used for any purpose other than fire warning unless approved by the *fire code official*. Interconnections to other systems shall be listed for compatibility or approved by the *fire code official*.

907.8

907.8 Inspection, testing and maintenance. The maintenance and testing schedules and procedures for fire alarm and fire detection systems shall be in accordance with Sections 907.8.1 through 907.8.5 and NFPA 72. Records of inspection, testing and maintenance shall be maintained.

All fire alarm systems shall be tested and inspected in accordance with nationally recognized standards and the State of Nevada Fire Marshals' Regulations. The alarm contractor shall also provide proof of a license to do business within the *fire code official's* area. A maintenance contract from an approved fire alarm company is required.
Inspection reports shall be kept on-site and shall be readily available to the inspection authority. A copy of inspection reports containing deficiencies shall be mailed to the *fire code official* within 48 hours, only when the owner or occupant has been notified of a discrepancy(s) and fails to correct the discrepancy(s) within 30 days whenever any deficiency of the system or violation of the Fire Code is noted.
Prior to service or testing of any equipment, the Fire Department's Dispatch Center shall be notified of the location of the test and the approximate time that the equipment will be inoperable. Upon the completion of the test and inspection, the Fire Department Dispatch Center shall be notified that the system is operable.
In the event a service/maintenance contract is canceled or not renewed, the *fire code official* shall be notified by the service company within 24 hours.

907.11

907.11 Fire Alarm Systems in Existing Buildings. Fire alarm systems, installed in accordance with Section 907 and the Fire Code, shall be provided in *existing structure*s at the locations described in Sections 907.11.1 through 907.11.3.

907.11.1 Additions. Additions to any building shall comply with this Section and the *International Existing Building Code*. In existing buildings where fire alarms are provided for the addition, whether required or not, coverage shall be extended to include the entire building.

> **Exception:** In other than Group H occupancies, 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* constructed in accordance with Section 707 of the *International Building Code*, with openings protected with automatic-closing devices.

907.11.2 Alterations. Existing buildings that undergo an alteration shall comply with this Section and the *International Existing Building Code*.

> **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.

> **Exception:** In other than Group H occupancies, 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* constructed in accordance with Section 707 of the *International Building Code*, and with openings protected with automatic-closing devices.

907.11.3 Change of Occupancy. Existing buildings that undergo a change of occupancy shall comply with this Section and the *International Existing Building Code*.

> **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.

> **Exception:** In other than Group H occupancies, 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* constructed in accordance with Section 707 of the *International Building Code*, with openings protected with automatic-closing devices.

908.3

908.3 When an emergency alarm system is interfaced with a building's fire alarm system. When an emergency alarm system is interfaced with a building's fire alarm system, the signal produced at the fire alarm control unit shall be a supervisory signal.

909.5.3

909.5.3 Opening protection. Openings in *smoke barrier*s 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 assemblie*s complying with Section 716 of the *International Building Code*.

Exceptions:

1. *Unchanged.*
2. *Unchanged.*
3. *Unchanged.*
4. *Unchanged.*
5. *Unchanged.*
6. *Unchanged.*
6. Door openings in *smoke barrier*s 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*.

909.16

909.16 Fire fighter's smoke control panel. An *approved* fire fighter's smoke control panel for fire department emergency response purposes only shall be provided and shall include manual control or override of automatic control for mechanical smoke control systems. The panel shall be located in a *fire command center* complying with Section 508 in high-rise buildings or buildings with smoke-protected assembly seating. In all other buildings, the fire fighter's smoke control panel shall be installed in an *approved* location adjacent to the fire alarm control panel. The fire fighter's smoke control panel shall comply with Sections 909.16.1 through 909.16.3 as required by the *fire code official.*

909.17

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. ~~The system response time for each component and their sequential relationships shall be~~

~~detailed in the required rational analysis and~~ 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. ~~v~~ Verification ~~of their installed condition~~ shall be reported in the required final report.

909.18.8.3

909.18.8.3 Reports. A complete report of testing shall be prepared by the special inspector or special inspection agency. The report shall include identification of all devices by manufacturer, nameplate data, design values, measured values and identification tag or mark. The report shall be reviewed by the responsible registered design professional and, when satisfied that the design intent has been achieved, the responsible registered design professional shall seal, sign and date the report with a statement as follows:

> I have reviewed this report and by personal knowledge and on-site observation certify that the smoke-control system is in substantial compliance with the design intent, and to the best of my understanding complies with requirements of the code.

> **909.18.8.3.1 Report filing.** A copy of the final report shall be filed with the ~~fire~~ responsible *code official* and an identical copy shall be maintained in an approved location at the building.

909.18.10

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.

909.20

909.20 Maintenance. Smoke control systems shall be maintained in an operable condition at all times to ensure to a reasonable degree that the system is capable of controlling smoke for the duration required. ~~The system shall be maintained in accordance with the manufacturer's instructions and Sections 909.20.1 through 909.20.5.~~ Inspection and periodic testing of existing smoke control systems shall be performed in accordance with the Southern Nevada Fire Code Committee's Uniform Guideline for smoke control testing & recertification, the manufacturer's instructions and Sections 909.20.1 through 909.20.5.

909.20.4

909.20.4 Dedicated smoke control systems. Dedicated smoke control systems shall be operated for each control sequence semiannually. When required by the *fire code official*, ~~T~~the system shall also be tested under standby power conditions.

909.20.5

909.20.5 Non-dedicated smoke control systems. Non-dedicated smoke control systems shall be operated for each control sequence annually. When required by the *fire code official*, ~~T~~the system shall also be tested under standby power conditions.

910.3.2.1

910.3.2.1 Sprinklered buildings. Where installed in buildings provided with an approved *automatic sprinkler system*, smoke and heat vents shall be designed to operate automatically by actuation of a heat-responsive device rated at a minimum temperature of 360° F (182° C).

912.1.1

912.1.1 Required sizes. *Automatic sprinkler system*s with a demand of up to 500 gpm shall be installed with a siamese with two 2½-inch. (65 mm) inlets. *Automatic sprinkler system*s with a demand greater than 500 gpm and an inlet pressure requirement not exceeding 175 psi shall be installed with a single, thread-less coupling consisting of one 5-inch (130 mm) Storz brand locking connection with a 30-45 degree downward deflection. When the system demand exceeds 175 psi, the system shall include one 2½-inch (65 mm) inlet per every 250 gpm (956 L/min) demand. Modifications or alternate designs shall be *approved* by the *fire code official*.

Fire department connection piping shall be a minimum of 4-inch (100 mm) for three or fewer inlets, a minimum of 6 in (150 mm) for four or more inlets or a Storz inlet and shall have a diameter equal or greater to the largest supply main.

912.4.2

912.4.2 Clear space around connections. A working space of not less than 36 inches (762 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm) in height not including any doors or windows, shall be provided and maintained in front of and to the sides of wall-mounted fire department connections and around the circumference of free-standing fire department connections, except as otherwise required or *approved* by the ~~fire chief~~ *fire code official.*
Exception: The FDC may be permitted within 36 inches of the fire riser room door opening as long as it is mounted on the opposite side of the hinges.

913.1.1

913.1.1 Redundant pumps in high-rise structures. Where pumps are used in structures with an occupied floor or occupied roof greater than 250 feet (76 m) in height above the lowest level of fire department access, a redundant fire pump shall be provided for each required fire pump.

913.1.2

913.1.2 Redundant pumps in multiple structures. Where a fire pump is used for booster pressure supply to

913.2.3

913.2.3 Drains. Floor drains having a minimum diameter of 3 inches shall be provided in the fire pump room.

914.3.1

914.3.1 ***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 914.3.2.

Exception: An *automatic sprinkler system* shall not be required in ~~spaces or areas of:~~

~~1.~~ ~~*O*~~*open parking garage*s in accordance with Section 406.5 of the International Building Code.

~~2. Telecommunications equipment buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided that those spaces or areas are equipped throughout with an automatic fire detection system in accordance with Section 907.2 and are separated from the remainder of the building by fire barriers consisting of not less than 1-hour *fire barriers* constructed in accordance with Section 707 or not less than 2-hour *horizontal assemblies* constructed in accordance with Section 711, or both.~~

914.3.2 Secondary water supply. An automatic dedicated secondary on-site water supply having a capacity not less than the hydraulically calculated sprinkler demand, including the hose stream allowance required by NFPA 13 ~~requirement~~, but not less than 15,000 usable gallons, shall be provided for high-rise buildings ~~assigned to Seismic Design Category C, D, E, or F as determined by the International Building Code~~. An additional fire pump shall not be required for the secondary water supply unless needed to provide the minimum design intake pressure at the suction side of the fire pump supplying the *automatic sprinkler system*. The secondary water supply shall have a duration of not less than 30 minutes. ~~as determined by the occupancy hazard classification in accordance with NFPA 13~~.

~~**Exception:** Existing buildings.~~

914.3.2.1 Design options. Secondary water tanks that intercept the municipal water supply shall be designed to allow for continued fire protection when the secondary tank is taken out of service.

a. For secondary water tanks supplying horizontal split case fire pump(s), or other fire pump(s) that can take a piped water supply, a bypass shall be installed around the secondary water tank to allow for temporary supply to the fire protection system during the repair of the secondary water tank.

b. For secondary water tanks supplying vertical turbine pump(s), or other fire pump(s) that cannot accept piped supply, the secondary water supply shall be split into two separate tanks, each not less than ½ of the required water capacity, interconnected by pipe with sectional valves, with redundant pumping and automatic water filling capabilities. This tank arrangement shall be such as to permit one of the two tanks to be drained and have maintenance performed, while maintaining an operational fire protection system for the building served

c. Alternate engineered solution that provides a water supply while the secondary tank is out of service approved by the *fire code official*

914.4.1

914.4.1 *Automatic sprinkler system*. An *approved automatic sprinkler system* shall be installed throughout the entire building.

~~**Exceptions:**~~

~~1. That area of a building adjacent to or above the atrium need not be sprinklered, provided that portion of the building is separated from the atrium portion by not less than a 2-hour *fire barrier* constructed in accordance with Section 707 of the *International Building Code* or *horizontal assemblies* constructed in accordance with Section 711of the *International Building Code*, or both,~~

~~2. Where the ceiling of the atrium is more that 55 feet (16 764 mm) above the floor, sprinkler protection at the ceiling of the atrium is not required~~.

914.6.1

914.6.1 *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.

Exception~~s~~:

~~1.~~ ~~Sprinklers are not required under stages less than 4 feet (1219 mm) in clear height utilized exclusively for storage of tables and chairs, provided the concealed space is separated from the adjacent spaces by not less than 5/8 inch (15.9 mm) Type X gypsum board.~~

1.~~2.~~ In buildings where an *automatic sprinkler system* is not otherwise required by other sections of this code, s~~S~~prinklers are not required for *stages* 1,000 square feet (93 m2) 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.~~3.~~ Sprinklers are not required within portable orchestra enclosures on *stages.*

914.8.3

914.8.3 Fire suppression for aircraft hangars. 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 914.8.3.

~~**Exception:** Where a *fixed base operator* has separate repair facilities on site, Group II hangars operated by a *fixed base operator* used for storage of *transient aircraft* only shall have a fire suppression system, but the system is exempt from foam requirements.~~

918

SECTION 918
SMOKE REMOVAL

918.1 General. Where required by this code or otherwise installed, smoke removal systems shall conform to the requirements of this section and the Building Code.
918.2 Where Required.
918.2.1 High rise buildings. Smoke removal systems shall be installed in accordance with Section 403.4.7 of the International Building Code.
918.3 Status Indicators and Controls. Status indicators and controls shall be designed in accordance with the *fire code official's* guidelines.

918.4 Maintenance. Smoke removal systems shall be maintained in an operable condition at all times to ensure to a reasonable degree that the system is capable of removing smoke when required.
Inspection and periodic testing of smoke removal systems shall be performed in accordance with the Southern Nevada Fire Code Committee's Uniform Guideline for smoke control testing & recertification using a Level I inspection firm, and the manufacturer's instructions.

Justification: This amendment provides direction for the smoke removal systems required in the International

Table 1006.2.1

TABLE 1006.2.1
SPACES WITH ONE EXIT OR EXIT ACCESS DOORWAY

OCC.	MAX. OCC. LOAD OF SPACE	WITHOUT SPRINKLER SYSTEM (feet)		WITH SPRINKLER SYSTEM (feet)
		Occupant Load		
		≤ 30	>30	
R-1	20 ~~10~~	NP	NP	125 [a] ~~75[a]~~

All other portions of the Table and all Footnotes remain unchanged.

1010.1.8

1010.1.8 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 of the International Building Code.

1029.6.2.3

1029.6.2.3 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:

1. ~~The floor area used for contents, performances or entertainment provided the roof construction is more then 50 feet (15 240 mm) above the floor level and the use is restricted to low fire hazard uses.~~
2. ~~Press boxes and storage facilities less than 1,000 square feet (93 m2) in area,~~
3. Outdoor seating facilities where seating and the *means of egress* in the seating area are essentially open to the outside.

Chapter 11

Chapter 11 is deleted in its entirety.

2304.2.4.1

2304.2.4.1

2304.2.4 Obstructions to view. Dispensing devices shall be in clear view of the attendant at all times. Obstructions shall not be placed between the dispensing area and the attendant.

2304.2.4.1 Video monitoring systems or other acceptable alternatives may be utilized when approved by the *fire code official*. Plans documenting camera and video monitor locations or other alternatives utilized shall be submitted to the *fire code official* for review and approval

2404.2

2404.2 Location of spray-finishing operations. Spray finishing operations conducted in buildings areas used for Group A, E, I or R occupancies shall be located in a spray room protected with an approved *automatic sprinkler system* installed in accordance with Section 903.3.1.1 and separated vertically and horizontally from any other areas in accordance with the International Building Code. In other occupancies, spray-finishing operations shall be conducted in a spray room, spray booth, or spraying space approved for such use.

Exceptions:

1. Automobile undercoating spray operations and spray-on automotive lining operations conducted in areas with approved natural or mechanical ventilation shall be exempt from the provisions of Section 2404 when approved and where utilizing Class IIIA or IIIB combustible liquids.
2. In buildings other than Group A, E, I or R occupancies, approved limited spraying space in accordance with Section 2404.9.
3. Resin application areas used for manufacturing of reinforced plastics complying with Section 2409 shall not be required to be located in a spray room, spray booth or spraying space.

3103.3

3103.3 Outdoor assembly event. For the purpose of this chapter, an outdoor assembly event shall include a circus, carnival, fair, tent show, theater, skating rink, dance hall or other place of assembly in or under which persons gather for any purpose.

3103.8.4

3103.8.4 Membrane structures on buildings. Membrane structures that are attached to or erected on buildings, balconies, decks or other structures shall be regulated as permanent membrane structures in accordance with Section 3102 of the *International Building Code.*

3104.2

3104.2 Flames propagation treatment. Before a permit is granted, the owner or agent shall file with the *fire code official* a certificate executed by and *approved* testing laboratory. The certificate shall indicate that the floor coverings tents, membrane structures and their appurtenances, which include, sidewalls, drops and tarpaulins, are composed of materials meeting the flame propagation performance of Test Method 2 of NFPA 701 or California Title 19 Office of the State Fire Marshal. Additionally, it shall indicate that the bunting and combustible decorative materials and effects are composed of material meeting the flame propagation performance criteria of Test Method 1 or Test Method 2 of NFPA 701 or California Title 19 Office of the State Fire Marshal as applicable. The flame performance criteria shall be effective for the period specified by the permit. Alternatively, the material shall be treated with a flame retardant in an *approved* manner and meet the flame propagation performance criteria of the applicable test method of NFPA 701 or California Title 19 Office of the State Fire Marshal. The flame propagation criteria shall be effective for the period specified by the permit.

Floor coverings are not evaluated per the same type of flame propagation tests required for fabrics, textiles, membrane materials and the like and should not be included in this code section that addresses flame propagation testing. Floor coverings are therefore proposed to be deleted without replacement in other sections and they are not a major factor in the evaluation of tents, canopies and membrane structures.

3201.3

3201.3 Construction documents. At the time of building permit application for new structures designed to accommodate high-piled storage or for requesting a change of occupancy/use, and at the time of application for a storage permit, plans and specifications shall be submitted for review and approval. In addition to the information required by the International Building Code, the storage permit submittal shall include the information specified in this section. Following approval of the plans, a copy of the approved plans shall be maintained on the premises in an approved location. The plans shall include the following:

1. Floor plan of the building showing locations and dimensions of high-piled storage areas.
2. Usable storage height for each storage area
3. Number of tiers within each rack, if applicable.
4. Commodity clearance between top of storage and the sprinkler deflector for each storage arrangement.
5. Aisle dimensions between storage array.
6. Maximum pile volume for each storage array.
7. Location and classification of commodities in accordance with Section 3203.

8. Location of commodities which are banded or encapsulated.
9. Location of required fire department access doors.
10. Type of fire suppression and fire detection systems.
    a. For density/area fire sprinklers protecting the high-piled storage area, indicate the sprinkler identification number (SIN), the sprinkler k factor, square footage of the remote area, and the system design density. If the SIN is not available, a copy of the manufacturer specification sheet for the sprinkler head is required.
    b. For specific application sprinklers, such as large-drop and ESFR sprinklers, protecting the high-piled storage area, indicate the sprinkler identification number (SIN), the sprinkler k factor, the number of sprinkler heads in the remote area, and the minimum residual pressure provided at the most hydraulically demanding sprinkler head. If the SIN is not available, a copy of the manufacturer specification sheet for the sprinkler head is required.
11. Location of valves controlling the water supply of ceiling and in-rack sprinklers.
12. Type, location, and specifications of smoke removal and curtain board systems.
13. Dimension and location of transverse and longitudinal flue spaces.
14. Additional information regarding design features, commodities, storage arrangement and fire protection features within the high-piled storage area shall be provided at the time of permit, when required by the *fire code official*.
15. Type of shelving material used, whether it is solid, slatted, or wire mesh.
16. Verification of sufficient fire flow provided for the building, when required by the *fire code official*.

3310.3

3310.3 Site identification sign. The street address of the construction site shall be posted on the street side of the site. Signage shall have approved address numbers, buildings numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Signage shall have nominal 12" high, 1" stroke numbering and lettering.

3312

SECTION 3312

WATER SUPPLY FOR FIRE PROTECTION

3312.1 When required. An approved water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material arrives on the site. Additional fire flow shall be provided upon commencement of vertical construction in accordance with Section 3312.

3312.2 Volume required. The required volume of fire flow shall be based on the fire flow required for the building/facility when constructed, with reductions permitted as set forth in this section. In all cases, a minimum fire flow of 1,500 gpm shall be required.

Exception: Where approved by the *fire code official* for rural areas or other areas with decreased fire flow capacity, the minimum required fire flow may be reduced below 1,500 gpm

3312.3 Combustible material protection. Where combustibles are delivered to a construction site, a minimum fire flow in accordance with Section 3312.2 shall be provided. The fire hydrant(s) shall be within 300 feet of combustible materials.

3312.4 Vertical construction, combustible construction Types III, IV, and V. Required fire flow shall be provided at the commencement of vertical construction in accordance with the separation distance as specified in this section.

3312.4.1 Separation up to 20 feet (6.1m). Where the structure is separated 20 feet (6.1m) or less from property lines against property that has an existing structure or otherwise can be constructed upon, a fire flow of no less than 100% of the required fire flow, including all required hydrant locations, shall be provided.

3312.4.2 Separation greater than 20 feet (6.1m) up to 60 feet (18.3m). Where the structure is separated greater than 20 feet (6.1m) and up to 60 feet (18.3m) from property lines against property that has an existing structure or otherwise can be constructed upon, a fire flow of no less than 50% of the required fire flow shall be provided. Sufficient hydrants to accommodate the required flow shall be provided, subject to approval by the *fire code official*.

3312.4.3 Separation greater than 60 feet (18.3m). Where the structure is separated greater than 60 feet (18.3m) from property lines against property that has an existing structure or otherwise can be constructed upon, fire flow shall be provided in accordance with Section 3312.2. The fire hydrant(s) shall be within 300 feet of the structure protected.

3312.5 Vertical construction, non-combustible construction Types I and II. Fire flow is not required prior to commencing vertical construction of non-combustible construction buildings. Where combustible materials are delivered to the construction site, fire flow in accordance with Section 3312.3 shall be provided. When a standpipe per Section 3313 is provided, fire flow shall be provided in accordance with Section 3312.2.

3312.6 Combustible loading (stocking). Where combustible loading (stocking) of the building has been approved by the *fire code official*, the fire flow provided shall be equal to 100% of the fire flow required at the time of building occupancy.

3312.7 Occupancy of Building. Prior to occupancy of the completed building, the required fire flow shall be provided and flow tested to verify the water system's capability to supply the required fire flow. All acceptance testing shall be witnessed by the *fire code official*.

3312.8 Access. Access in accordance with Section 3310 shall be provided between all hydrants required by this section and the construction being protected.

3903.3

3903.3 Location. The extraction equipment and extraction processes utilizing hydrocarbon solvents shall be located in a room or area dedicated to extraction. A listed spray booth conforming to the requirements of section 2404.3 may be used for this purpose.

3905.1.3

3905.1.3 Operation. Activation of the gas detection system shall result in all the following:

1. Initiation of distinct audible and visual alarm signals in the extraction room.
2. Deactivation of all heating systems located in the extraction room.
3. Activation of the mechanical ventilation system, where the system is interlocked with gas detection.
4. Mechanical ventilation rate shall be such that the air velocity over the cross-section of the extraction room in the direction of air flow is not less than 100 linear feet/minute.

5003.2.2.1

5003.2.2.1 Design and construction. Piping, tubing, valves, fittings and related components used for hazardous materials shall be in accordance with the following:

1. Piping, tubing, valves, fittings and related components shall be designed and fabricated from materials that are compatible with the material to be contained and shall be of adequate strength and durability to withstand the pressure, structural and seismic stress and exposure to which they are subject.
2. Piping and tubing shall be identified in accordance with ASME A13.1 to indicate the material conveyed.
3. Readily accessible manual valves or automatic remotely activated fail-safe emergency shutoff valves shall be installed on supply piping and tubing at the following locations:
   3.1 The point of use.
   3.2 The tank, cylinder or bulk source
4. Manual emergency shutoff valves and controls for remotely activated emergency shutoff valves shall be identified and the location shall be clearly visible, accessible and indicated by means of a sign.
5. Backflow prevention or check valves shall be provided when the backflow of hazardous materials could create a hazardous condition or cause the unauthorized discharge of hazardous materials.

Exceptions:

1. Piping for inlet connections designed to prevent backflow.
2. Piping for pressure relief devices.

6. New and existing remote tank filling connections shall be in accordance with this subsection 6.

6.1 Permanent signs clearly indicating the tank contents associated with each connection port shall be displayed at the remote filling station. Signage shall be in English as a primary language or in symbols allowed by this code, shall be durable, and the size color and lettering shall be *approved*.

6.2 The transfer hose connection for liquids that have a pH of 6.0 or less (acidic) shall be equipped with female "Cam-lock" type fittings or other mechanical connection means *approved* by the *fire code official*, sized appropriately.

6.3 The transfer hose connection for liquids that have a pH of 8.0 or greater (basic) shall be equipped with male "Cam-lock" type fittings or other mechanical connection means *approved* by the *fire code official*, sized appropriately.

5003.11.1.1

5003.11.1.1. Table 5003.11.1 shall not be applicable to mixed occupancies which include either an A, E, I, or R occupancy.

Exception: Single-story buildings.

5305.11

5305.11 Temporary Indoor Carbon Dioxide Fog Effects. Maximum Allowable Quantity of Carbon Dioxide (CO2) shall be calculated as follows:

1) Calculate Stage Volume: Build an imaginary 'box' over stage that is 10' high and calculate the volume of the 'box'.

2) Calculate Allowable Cubic feet of CO2 within 'box': OSHA allowable short-term exposure limit for CO2 is 30,000 ppm or 3 %

3) Convert volume of CO2 to pounds by dividing by 8.74 lbs/ft3 CO2

4) If the desired amount of CO2 is less than the allowable calculated amount, then the desired quantity is acceptable

5) If more CO2 is desired, calculate air change rate of venue and determine number of air changes per show.

6) Calculate Venue Air Change Rate: Air change rate = venue volume / exhaust rate

7) Calculate number of Air Changes: Show length / air change rate

8) Calculate the Total Allowable CO2: Step 3 above, then multiply by the number of air changes

5306.6

5306.6 Medical gas system plan submittal. Plans and specifications shall be submitted for review and approval. Following approval of the plans, a copy of the approved plans and permit shall be maintained on the premises in an approved location. As required by the *fire code official*, the plans shall include the following:

1. Project name, street address and owners name.
2. Contractor name, address, phone number, license numbers (City, State Contractor and State Fire Marshal).
3. Signature of the licensee (contractors Master or Qualified Employee) or seal and signature of a Professional Engineer licensed in the state of Nevada.
4. Code edition of standards used in the design.
5. System classification.
6. When used - gas type, container size and quantity.
7. Symbol legend with equipment description (manufacture's name and model number) and mounting description (surface, semi-flush, flush, and exterior).
8. Site plan.
9. Floor plan drawn to an indicated scale (1/8" minimum) on sheets of a uniform size showing:
   a. Point of compass (north arrow).

b. Walls, doors, windows, openings, stairs, elevators, passageways, high-piled storage racks, etc., as applicable to depict the facility.
c. Room use identification labels.
d. Gas, air and vacuum piping distribution systems, manifolds, sizes and material types. Piping hangers and slopes.
e. Valves and valve boxes, outlets, gages and other components.
f. Electrical warning systems (local and master alarm panels), conductor/conduit routing and size, power panel and circuit connection.
g. Key plan.
h. Compressor inlet location and vacuum exhaust outlet location.
i. For interior gas supply rooms provide construction fire ratings, ventilation and fire sprinkler information.

10. Product data submittal including a cover index sheet listing products used by make and model number, manufacturer data sheets (highlighted or marked) and listing information for all equipment, devices, and materials.
11. Design number and detail of penetration fire stop system when required.
12. Verification & inspection requirements.
13. Name of independent medical gas testing agency to certify the system.
14. Any additional information determined necessary.

5306.7

5306.7 Medical gas systems, testing. Hyperbaric systems and medical gas systems required by NFPA 99 to be verified by person other than the installing contractor shall be certified by an independent medical gas testing agency prior to use of the system. The independent medical gas inspector shall hold a current NITC certification and Nevada State Fire Marshal certification as a medical gas inspector. The *fire code official* may witness any or all testing. Copies of the system certification shall be provided to the *fire code official*.

5307.3.2

5307.3.2 Gas detection system. Where ventilation is not provided in accordance with Section 5307.3.1, a gas detection system shall be provided in rooms or indoor areas and in below-grade outdoor locations with insulated carbon dioxide systems. Carbon dioxide sensors shall be provided within 12 inches (305 mm) of the floor in the area where the gas is expected to accumulate or other approved locations. The system shall be designed as follows:

1. Activates an audible and visible supervisory alarm at a normally attended location upon detection of a carbon dioxide concentration of 5,000 ppm (9000 mg/m^3).
2. Activates an audible and visible alarm within the room or immediate area where the system is installed and stops the flow of carbon dioxide into the piping system upon detection of a carbon dioxide concentration of 30,000 ppm (54 000 mg/m^3).

5601.1.3

5601.1.3 Fireworks The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.
Exceptions:

1. Storage and handling of fireworks as allowed in Section 5604.
2. Manufacturer, assembly and testing of fireworks as allowed in Section 5605.
3. The use of fireworks for fireworks displays as allowed in Section 5608.
4. The possession, storage, sale, handling and use of specific types of Division 1.4G fireworks where allowed by applicable laws, ordinances and regulations, provided such fireworks comply with NFPA 1124, CPSC 16 CFR Parts 1500 and 1507, and DOTn 49 CFR, Parts 100-185, as applicable for consumer fireworks.
5. The possession, storage, use, handling, and sale of consumer safe and sane fireworks in accordance with the current “Fire Prevention Association of Nevada Guidelines for Fireworks”.

5601.2.2

5601.2.2 Sale and retail display. ~~Persons shall not construct a retail display nor offer for sale explosives, explosive materials or fireworks upon highways, sidewalks, public property, or in Group A or E occupancies~~. All sales and retail displays of fireworks and explosives are prohibited.

Exception: Consumer fireworks 1.4G (safe and sane) offered for sale at portable retail fireworks stands that are in accordance with the current "Fire Prevention Association of Nevada Guidelines for Fireworks".

5601.2.4

5601.2.4 Financial Responsibility. Before a permit is issued, as required by Section 5601.2, the applicant shall file with the jurisdiction a ~~corporate surety bond in the principal sum of $100,000 or a public liability insurance policy for the same amount~~ valid certificate of insurance complying with Section 105.1.7.1 in the amount of $5,000,000.00, for the purpose of the payment of all damages to persons or property that arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The *fire code official* is authorized to specify a greater ~~or lesser~~ amount when, in his or her opinion, conditions at the location of use indicate a greater ~~or lesser~~ amount is required. ~~Government entities shall be exempt from this bond requirement.~~

5601.2.4.1

5601.2.4.1 Blasting. Before approval to do blasting is issued, the applicant for approval shall ~~file a bond or~~ submit a certificate of insurance as specified in Chapter 1 in such form, amount and coverage as determined by the legal department of the jurisdiction to be adequate in each case to indemnify the jurisdiction against any and all damages arising from permitted blasting.

5601.2.4.2

5601.2.4.2 Fireworks Display. The permit holder shall furnish a ~~bond or~~ certificate of insurance as specified in Chapter 1 ~~in an amount deemed adequate by the *fire code official*~~ for the payment of all potential damages to a person or persons or to property by reason of the permitted display, and arising from any acts of the permit holder, the agent, employees or subcontractors.

5601.5

5601.5 Supervision. The *fire code official* is authorized to require operations permitted under the provisions of Section 5601.2 to be supervised at any time by the *fire code official* in order to determine compliance with all safety and fire regulations. *Fire code official*(s) or approved designee(s) shall be required for all productions where pyrotechnic special effects are used.

Exception: Where the pyrotechnic special effects are used in an approved set show that is repeated continuously without change, the *fire code official* may waive the requirement for attendance to all productions, provided the fire code official has successfully witnessed product demonstration and at least one performance.

5603.8

5603.8 Shot reports. Shot reports shall be maintained for every blast. These reports shall be available to the *fire code official* upon request within 48 hours. The report shall at a minimum contain the following information:

1. Date and time of the blast.
2. Company name and contact information.
3. Location of the blast.
4. Weather conditions including temperature and wind speed.

5. Quantity and description of all materials used.
6. A list of any un-spent or misfired products.
7. A list of all personnel present.
8. The license type and card number of the blaster.
9. The signature of the blaster or shooter in charge.
10. For blasting operations the report shall include the seismic data.

5604.1

5604.1 General. Storage of explosives and explosives materials, small arms ammunition, small arms primers, propellant-actuated cartridges, and smokeless propellants in magazines shall comply with the provisions of this section. Explosive materials shall be stored only in areas with appropriate zoning and use permits as required by the planning or zoning authority, and shall be subject to the approval of the *fire code official*.

5604.6.5

5604.6.5 Signs and placards. Property upon which Type 1 magazines and outdoor magazines of Types 2, 4 and 5 are located shall be posted with signs stating: NO SMOKING and EXPLOSIVES—KEEP OFF. These signs shall be of contrasting colors with a minimum letter height of 3 inches (76 mm) with a minimum brush stroke of ½ inch (12.7 mm). The signs shall be located to minimize the possibility of a bullet shot at the sign hitting the magazine.

5604.6.5.2

5604.6.5.2 Placards. Type 5 magazines containing Division 1.5 blasting agents shall be prominently placarded during storage as required during transportation by DOTn 49CFR, Part 172 and DOTy 27 CFR, Part 55. All other magazines shall be labeled with the hazard classification only.

5604.7.1

5604.7.1 Security. Magazines shall be kept locked in the manner prescribed in NFPA 495 at all times except during placement or removal of *explosives*, inventory, or inspection. In addition to the locking requirements, the following security measures shall be required at all explosives storage locations

1. The entire magazine site shall be fenced. The fence shall be a minimum of 8 feet in height and constructed of non-combustible materials.

   Exception: Indoor storage locations shall be secured in a manner consistent with NFPA 495.

2. All explosives magazines and storage sites shall submit a security and site access control plan to the *fire code official*.

5604.7.1.1 Security and site access control plan. Security and site access control plans shall include at a minimum:

1. Site management. The plan shall include details of how access to the site is restricted, tracked, and monitored.
2. Security. The plan shall include details on the method of site security. Security alarm system, video or motion activated cameras, manned security guards, or other approved method.
3. Record keeping. The plan shall include the procedures for how the inventory of explosives materials and blasting agents are tracked and maintained.

4. Emergency contact. A primary and secondary emergency contact person and phone number shall be provided.

5605.1

5605.1 General. The manufacture, assembly and testing of explosives, ammunition, blasting agents and fireworks is prohibited ~~shall comply with the requirements of this section and NFPA 495 or NFPA 1124.~~

Exceptions:

1. The hand loading of small arms ammunition prepared for personal use and not offered for resale.
2. The mixing and loading of blasting agents at blasting sites in accordance with NFPA 495.
3. The use of binary explosives or plosophoric materials in blasting or pyrotechnic special effects applications in accordance with NFPA 495 or NFPA 1126.
4. Subject to approval of the *fire code official* and obtaining proper approvals from the planning and zoning authority.

5607.3

5607.3 Blasting ~~in congested areas.~~ Where blasting is done ~~in a congested area or~~ in close proximity to a structure, railway or highway, development, quarry, or any other installation, precautions shall be taken to minimize earth vibrations and air blast effects. Blasting mats or other protective means shall be used to prevent fragments from being thrown.

5607.3.1 Blasting activities. The blasting contractor shall comply with the following requirements in connection with all blasting activities:

1. All blasts shall be monitored at the nearest structure by a third-party engineering firm. Utilities or other critical infrastructure within 300 feet of the blast area shall be monitored by a third-party engineering firm. Such monitoring shall be done by a seismologist using a certified, annually calibrated, seismic monitor that shall be capable of measuring blast-induced vibration and blast-induced sound levels.
2. A minimum of two seismographs shall be used to obtain data from each blast or as required by the *fire code official*.
3. The maximum ground-borne vibrations shall not exceed a single component peak particle velocity (vector sum) of 0.5 inches per second at the nearest structure.
4. For utilities and other critical infrastructure within 300 feet of the blast-area, the maximum ground-borne vibrations shall not exceed the limits as set forth by the specific utility purveyors or critical infrastructures engineering department. A written approval from the utility purveyor or critical infrastructure detailing these limits shall be provided to the *fire code official* prior to any blasting activities.

   Exception: If the utility or critical infrastructure purveyor does not provide written approval within a reasonable period of time, as determined by the *fire code official,* the applicant may request permission to submit a blast plan designed so that the maximum ground-borne vibrations shall not exceed a single component peak particle velocity (vector sum) of 0.5 inches per second at the nearest utility or other critical infrastructure.
5. The maximum air blast shall not exceed 120 dB at the nearest structure.
6. Monitoring results shall be reported to the *fire code official* within 48 hours via e-mail.
7. The blasting contractor shall provide a minimum of 72 hours prior written notice of blasting activities and project duration to all residences, property owners, businesses, and public uses within 2500 feet of the blasting area. The manner, form, and content of any such notice shall be subject to the approval of the *fire code official*.
8. For utility notification, see 5607.5
9. The blasting contractor shall notify the *fire code official* and fire department dispatch by telephone a minimum of two (2) hours prior to each blast, and immediately following each blast.

10. The blasting contractor shall provide for pre-blast and post-blast surveys of all structures, utilities, and other critical infrastructures within 300 feet of the blast area, or when otherwise required by condition of the *fire code official*. These surveys must be completed by a third-party engineering firm at no cost to the owner.
11. A traffic and access control plan shall be provided when blasting activities are conducted within 100 feet of any public roadway, or when required by the *fire code official*. The plan shall include warning signage, flagging, temporary road closure, and detour routes. This plan may be subject to the approval of the local law enforcement agency.
12. The blasting contractor shall be responsible for removing and cleaning up any debris from the blast site and adjacent properties.

Exception: These requirements may be modified by the *fire code official*.

5607.3.2 Permit Requirements. A permit is required for the storage and or use of explosives, and for any proposed excavation or development activity that will involve blasting. The permit must be obtained by the blasting contractor prior to the beginning of any drilling or blasting activities. The application shall be made to the fire department in such a form and detail as described by the *fire code official*. Applications for permits shall be accompanied by plans detailing the proposed blasting activities as required by the *fire code official*.

5607.4

5607.4 Restricted hours. ~~Surface b~~Blasting operations shall be limited to the hours of 8 a.m. to 4 p.m., Monday through Friday, excluding state-recognized holidays.~~. only be conducted during daylight hours between sunrise and sunset. Other blasting shall be performed during daylight hours~~ unless otherwise approved by the *fire code official*.

5607.5

5607.5 Utility Notification. ~~Where blasting is being conducted in the vicinity of utility lines or rights-of-way, the blaster shall notify the appropriate representatives of the utilities at least 24 hours in advance of blasting, specifying the location and intended time of such blasting. Verbal notices shall be confirmed with written notice.~~ The blasting contractor shall contact "Call Before You Dig" to obtain a utility notification dig-ticket number a minimum of 48 hours prior to commencing any drilling or blasting activities. A copy of the dig ticket shall be provided to the *fire code official* upon request.
Exception: In an emergency situation, the time limit shall not apply when *approved*.

5607.6

5607.6 Electric or electronic detonator precautions. Precautions shall be taken to prevent accidental discharge of electric or electronic detonators from currents induced by radar and radio transmitters, lightning, adjacent power lines, dust and snow storms, or other sources of extraneous energy.

5607.13

5607.13 ~~Firing Control~~ Pre-blast procedures. A blast shall not be fired until: ~~the blaster had made certain that all surplus *explosive materials* are in a safe place in accordance with Section 5607.10, all persons and equipment are at a safe distance or under sufficient cover and that an adequate warning signal has been given.~~

1. The blaster has made certain that all surplus explosives materials are in a safe place in accordance with Section 5607.10 and;
2. All construction workers and equipment are at a safe distance and;
3. Seismic monitor(s) are set up and;
4. All access to the blast site has been shut down and secured and;
5. Communication has been set up between the blaster in charge and those persons securing the blast site and;
6. That adequate warning signals have been given.

5607.13.1

5607.13.1 Warning Signals. Warning signals shall be given to alert construction workers on or near a blast site that a blast is going to occur.

1. A warning signal shall be given five minutes prior to the blast and;
2. A warning signal shall be given one minute prior to the blast and;
3. A warning signal shall be given following the blast in accordance with 5607.14 (4).

5607.14

5607.14 Post-blast procedures. After the blast, the following procedures shall be observed.

1. Persons shall not return to the blast area until allowed to do so by the blaster in charge.
2. The blaster shall allow sufficient time for smoke and fumes to dissipate and for dust to settle before returning to or approaching the blast area.
3. The blaster shall inspect the entire blast site for misfires before allowing other personnel to return to the blast area.
4. The blaster shall sound an all clear warning signal in accordance with 5607.13.1

5608.1

5608.1 General. Outdoor fireworks displays, use of pyrotechnics before a proximate audience displays and pyrotechnic special effects in motion picture, television, theatrical, and group entertainment productions, shall comply with the *fire code official's* guidelines, Sections 5608.2 through 5608.10, and NFPA 1123, ~~or~~ NFPA 1126, or NFPA 160.

5704.2.9.2.5

5704.2.9.2.5 Fire flow. Fire flow shall be based on flash point of the most hazardous liquid stored and the estimated foam requirement for the largest tank, in accordance with Table 5704.2.9.2.5(a) and Table 5704.2.9.2.5(b). The minimum fire flow provided shall be equal to the sum of flows required by these tables. Minimum fire flow duration shall be 4 hours.

Table 5704.2.9.2.5(a)
Hose Stream Demand for Tanks Storing Flammable and Combustible Liquids [1]

Flash Point of Liquid	Largest Tank	Largest Exposed Tank
<140° F	1000 gpm [2]	500 gpm [2]
≥140° F	750 gpm	250 gpm

[1] Required flows may be reduced by half for horizontal tanks
[2] Add 250 gpm for each 100 ft. increase in tank diameter above 100 ft.

Table 5704.2.9.2.5(b)
Estimated Water Demand for Fixed Foam Protection for a full Surface Fire

Tank Diameter (ft)	Water Demand (gpm)
50	200
100	800
150	2000
200	3200
250	5000
300	7100

5704.2.13.1.3

5704.2.13.1.3 Out of service for one year. Underground tanks that have been out of service for a period of one year shall be removed from the ground in accordance with Section 5704.2.14 ~~or abandoned in place in accordance with Section 5704.2.13.1.4.~~ Coordination and compliance with Environmental Health Division of Southern Nevada Health District for tank removal is the responsibility of the owner and contractor.

5704.2.13.1.4

~~**5704.2.13.1.4 Tanks abandoned in place.** Tanks abandoned in place shall be as follows:~~

~~1. Flammable and *combustible liquids* shall be removed from the tank and connected piping.~~
~~2. The suction, inlet, gauge, vapor return and vapor lines shall be disconnected.~~
~~3. The tank shall be filled completely with an approved inert solid material.~~
~~4. Remaining underground piping shall be capped or plugged.~~
~~5. A record of tank size, location and date of abandonment shall be retained.~~
~~6. All exterior above grade fill piping shall be permanently removed when tanks are abandoned or removed.~~

5704.5

5704.5 Generator and Fire Pump Diesel Fuel Tanks.
5704.5.1 Exterior Installations. Exterior installations shall be in accordance with this section.
5704.5.1.1 Secondary containment. Tanks shall be listed and labeled as a secondary containment tank in accordance with UL 142 or shall be a UL 2085 tank.
5704.5.1.2 Separation distances. Aboveground tanks shall be separated from property lines, important buildings, public ways, and other tanks in accordance with NFPA 30.
5704.5.2 Interior Installations. Interior installations of aboveground fuel tanks shall comply with Chapters 6, 50 and 57.

5706.2.4.4

5706.2.4.4 Locations where above-ground tanks are prohibited. The storage of class I, ~~and~~ II, and III liquids in above-ground tanks outside of buildings is prohibited. ~~within the limits established by law as the limits of districts in which such storage is prohibited. [JURISDICTION TO SPECIFY].~~

Exception: When approved by the planning or zoning authority (in jurisdictions requiring this specific approval) and when *approved* by the *fire code official*.

5706.5.1.6

5706.5.1.6 Fire Protection. Fire Protection shall be in accordance with Section 5703.2. Where operations involve vehicle loading of Class I and/or Class II liquids, the loading areas shall be protected with approved automatic fire protection systems.

5706.5.4.5

***5706.5.4.5 Commercial, industrial, governmental or manufacturing.** Dispensing of ~~Class II and III~~ motor vehicle fuel from tank vehicles into the fuel tanks of motor vehicles located at commercial, industrial, governmental or manufacturing establishments is allowed where permitted, provided such dispensing operations are conducted in accordance with the following:

1. Dispensing shall occur only ~~at sites~~ out of mobile fueling vehicles that have been issued a permit to conduct mobile fueling by the jurisdiction where the business license address is located.

*2 – 25 remain unchanged.

5806.2

5806.2 Limitations. Storage of flammable *cryogenic fluids* in stationary containers outside of buildings is prohibited. ~~within the limits established by law as the limits of districts in which such storage is prohibited.~~ ~~[JURISDICTION TO SPECIFY]~~

Exception: When *approved* by the planning or zoning authority (in jurisdictions requiring this specific approval) and when *approved* by the *fire code official*.

6104.2

6104.2 Liquefied petroleum gas storage containers. Maximum capacity within established limits. Within the limits established by law restricting ~~t~~the storage of liquefied petroleum gas for the protection of heavily populated or congested areas the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7570 L). ~~[JURISDICTION TO SPECIFY]~~

Exception: ~~In particular installations, this capacity limit shall be determined by the *fire code official*, after consideration of special features such a topographical conditions, nature of occupancy, and proximity to buildings, capacity of proposed LP-gas containers, degree of fire protection to be provided and capabilities of the local fire department.~~ When *approved* by the planning or zoning authority (in jurisdictions requiring this specific approval) and/or when *approved* by the *fire code official*.

80

Chapter 80 REFERENCED STANDARDS, NFPA,

54-18 National Fuel Gas Code

140-18 Motion Picture and Television Production Studio Soundstages, Approved Production Facilities, and Production Locations... 322

Appendix B

Table B105.1(1)

TABLE B105.1(1)
REQUIRED FIRE FLOW FOR ONE- AND TWO- FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

FIRE FLOW CALCULATION AREA (square feet)	~~AUTOMATIC SPRINKLER SYSTEM (Design Standard)~~	MINIMUM FIRE FLOW (gallons per minute)	FLOW DURATION (hours)
0-3,600	~~No Automatic sprinkler System~~	1,000	1
3,601 and greater	~~No Automatic sprinkler system~~	Value in Table B105.1(2)	Duration in Table B105.1(2) at the required fire-flow rate
~~0-3,600~~	~~Section 903.3.1.3 of the *International Fire Code* or Section P2904 of the~~	~~500~~	~~1/2~~

	~~*International Residential Code*~~		
~~3,601 and greater~~	~~Section 903.3.1.3 of the *International Fire Code* or Section P2904 of the *International Residential Code*~~	~~½ value in Table B105.1(2)~~	~~1~~

For SI: 1 square foot = 0.0929 m2, 1 gallon per minute = 3.785 L/m.

Table B105.2

Table B105.2

REQUIRED FIRE FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE FLOW (gallons per minute)	FLOW DURATION (hours)
No *automatic sprinkler system*	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the International Fire Code	<u>High-rise Buildings: 75%</u> <u>All Other Buildings: 50%</u> ~~25%~~ of the value in Table B105.1(2)[a]	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the International Fire Code	<u>High-rise Buildings: 75%</u> <u>All Other Buildings: 50%</u> ~~25%~~ of the value in Table B105.1(2)[a~~b~~]	Duration in Table B105.1(2) at the reduced flow rate

For SI: 1 gallon per minute = 3.785 L/m

a. The reduced fire flow shall be not less than <u>1,500</u> ~~1,000~~ gallons per minute

~~b. The reduced fire flow shall be not less than 1,500 gallons per minute~~

Appendix C

Delete Existing Appendix C Text and Replace with the Following:

<u>Section C101</u>

<u>General</u>

<u>C101.1 Scope.</u> <u>Fire hydrants shall be provided in accordance with this appendix for the protection of buildings, or portions of buildings, as required by Section 507. Design shall comply with the Clark County Uniform Design and Construction Standards (UDACS) for public installations or NFPA 24 for private installations, as applicable.</u>

<u>Section C102</u>

<u>Location</u>

<u>C102.1 Fire hydrant locations.</u> <u>Fire hydrants shall be provided along required fire apparatus access roads</u>

<u>C102.2 Intersections.</u> <u>The spacing of fire hydrants shall start by placing fire hydrants at all intersections.</u>

<u>C102.3 R-3 Occupancies and single-family dwellings built under the IRC.</u> <u>In all residential areas (R-3 occupancies and single-family dwellings built under the IRC only), hydrants shall be spaced not to exceed 500 feet, or 600 feet if all homes are protected by approved automatic fire sprinkler systems.</u>

<u>C102.4 Distance from Hydrant to R-3 Occupancy and single-family dwelling built under the IRC.</u> <u>The maximum distance from a one- or two-family dwelling to a fire hydrant shall not exceed 300 feet, as measured from an approved point on a street or road frontage to a fire hydrant. An approved point is defined as the property line furthest from the hydrant, at a right angle to the street.</u>

C102.5 Commercial and Residential Occupancies other than R-3 and single-family dwelling built under the IRC. In all commercial and industrial areas, including multi-family R-1 and R-2 occupancies, hydrants shall be spaced not to exceed 300 feet, or 400 feet if all buildings are protected by approved *automatic sprinkler systems*.

C102.6 Distance to Dead-End Street. The maximum distance from a hydrant to the end of a dead-end street shall not exceed 200 feet.

C102.7 Distance to a Fire Department Connection (FDC). The maximum distance from a fire hydrant to a fire department connection (FDC) supplying fire sprinklers and/or standpipes shall not exceed 100 feet, as measured by an approved route. An approved route is defined as an unobstructed path of travel on which hose can easily be laid.

C102.8 Spacing Along Major Streets. Where streets are provided with median dividers, or have four or more travel lanes and a traffic count of more than 30,000 vehicles per day, hydrants shall be spaced at a maximum of 1,000 feet along both sides of the street; arranged on an alternating basis at 500–foot intervals.

C102.9 Hydrants Provided with New Water Mains. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet to provide water for transportation hazards

C102.10 Hydrant Clearances from Structures. No fire hydrant shall be located within 6 feet of a driveway, power pole, light standard, or any other obstruction. For wall, fence and planter locations, a perimeter around the hydrant measuring a minimum of 3 feet from its exterior shall be maintained clear of all obstructions at all times.

C102.11 Hydrant set-back from curbs. Fire hydrants shall be located 4 feet to 7 feet from the back of curb. Where it is not possible to locate the hydrant a minimum of 4 feet from the back of the curb, the hydrant shall be protected against vehicular impact in accordance with Section 312.

C102.12 Hydrant Pad. A concrete pad, with minimum dimensions of 3 feet by 3 feet, with a minimum depth of 10 inches, shall be provided at each fire hydrant.

Section C103
Approved Fire Hydrants

C103.1 Scope. Hydrants that are proposed for installation in public water systems shall be in accordance with approved fire hydrants as allowed by the water purveyor. Hydrants proposed for installation on private water systems shall be in accordance with approved fire hydrants as allowed by the Fire Department.

Section C104
Supply and Underground Mains

C104.1 Supply points. Two sources of water supply are required whenever 4 or more fire hydrants and/or sprinkler (per Section 903.3.1.1 and/or 903.3.1.2) lead-ins are installed on a single system. Two connections to the same main shall be permitted provided that the main is valved such that an interruption can be isolated.

C104.2 Sectional Control Valve. For systems required to have two sources of water supply per C104.1, sectional control valves shall be installed so that no more than 2 fire hydrants and/or fire sprinkler (per Section 903.1.1 and/or 903.3.1.2 only) lead-ins can be out of service due to a service interruption.

C104.3 Minimum Size of Line. Supply lines feeding multiple fire hydrants shall have a minimum diameter of 8 inches, with a dead-end maximum length of 150 feet of 6-inch underground pipe supplying only one hydrant.

C104.4 Pressure Rating. Underground piping shall have a minimum working pressure of 150 psi (Class 235). Underground piping connected to a fire pump or a Fire Department Connection (FDC) shall have a minimum working pressure of 200 psi (Class 305).

C104.5 Restraint. All underground water lines shall be restrained in accordance with applicable codes and standards.

C104.6 Listings. All on-site underground water mains and materials shall be U.L. listed, A.W.W.A. compliant , and shall be rated for the appropriate working pressure.

Section C105
Satisfying Fire Flow Requirements
(in Accordance with Appendix B)

C105.1 Minimum number of hydrants. The minimum number of fire hydrants required to meet the fire flow shall be based on a maximum flow of 1,000 gallons per minute per hydrant. All hydrants utilized in providing the fire flow shall be within 750 feet of the structure being protected as measured along the street or approved fire apparatus access road.

> **Exception:** In unincorporated Clark County and the City of Las Vegas the maximum flow per hydrant shall be 1,500 gallons per minute.

C105.2 Hydrants on adjacent properties. Fire hydrants on adjacent properties shall not be considered unless fire apparatus access roads extend between properties and recorded easements are established.

Section C106
Construction Operations

C106.1 Construction Hydrants. Hydrants shall be provided for construction in accordance with Section 3312.
C106.2 Placing hydrant out of service. If during construction it becomes necessary to close any control valve or place a hydrant out of service, approval shall be obtained from the Fire Department prior to placing the hydrant out of service.

Section C107
Hydrant Markings

C107.1 Hydrant Markings. Hydrants shall be painted safety yellow for public and safety red for private, shall have their location marked in the adjacent fire access lane by a blue reflective pavement marker and shall have red painted curbs 15 feet in each direction. Hydrant markings shall be in accordance with Section 507.
C107.2 Hydrant Marking Maintenance. Hydrant marking shall be maintained in accordance with Section 507.

Appendix O

Appendix O
Proprietary Supervising Station Facilities

Section O101
General

O101.1 Scope. Proprietary supervising station facilities (self-monitoring facilities) shall meet all of the requirements of this appendix.
O101.2 Permit Required. The proprietary supervising station facility shall maintain an annual operational permit.

Section O102
Site Requirements

O102.1 Location. The proprietary supervising station shall be located in a property's Fire Command Center, or other approved location.
O102.1.1 Equipment. The approved location shall have at a minimum the following items:

1. A fire alarm annunciator that has appropriate control capabilities.
2. An all-call microphone and all-call evacuation switch.
3. Switches that activate the evacuation message, the investigation message (if applicable), and the all-clear message for the active alarm zones.
4. A printer that is provided with a secondary power source such as an uninterruptible power supply or other approved means.
5. Copy of the approved SOP as required by Section O104.

O102.2 Retransmission Means. Two means of retransmission shall be provided. The primary means of retransmission shall be a land-line telephone. The secondary means of retransmission shall be a dedicated cellular telephone.

Section O103
Personnel

O103.1 Qualifications. Proprietary supervising stations shall be operated by trained personnel in constant attendance who are responsible to the owner of the protected property.
O103.1.1 Evidence of training. Annually the applicant shall certify in writing to the *fire code official* that all authorized personnel have received training in the recognition and proper handling of alarm signals. Evidence of annual training for each authorized personnel shall be provided when requested by the *fire code official*.

0103.2 Training. Operators shall be trained on a yearly basis either by the installing fire alarm contractor, by the fire alarm maintenance contractor, or by the manufacturer's representative of installed fire alarm system. Documentation of annual training shall be kept on site and available upon request of the *fire code official*. Operators shall be trained on the following:

1. How to differentiate between a water flow alarm signal, a fire alarm signal, a fire supervisory signal, and a fire trouble signal.

2. The basic operations of the panel, including but not limited, to the following: signal acknowledgment, resetting of the fire alarm system, selection of evacuation zones, and activating of the evacuation, investigation (if applicable), and all-clear evacuation messaging.

3. The Standard Operating Procedures (SOP's) required by Section 0104 for the facility.

0103.3 Number of personnel. At least two operators shall be on duty at all times. One of the two operators shall be permitted to be a runner.

0103.4 Coverage. Adequate staffing shall be provided for runners to survey the entire facility within three minutes when responding to either a water flow alarm signal or a fire alarm signal.

Section 0104
Standard Operating Procedures

0104.1 General. A Standard Operating Procedure (SOP) shall be submitted to the *fire code official* when applying for the required annual permit for proprietary supervising station facilities. The SOP shall outline procedures with regards to emergency procedures and the disposition of the alarm, supervisory, and trouble signals. The SOP shall include at a minimum the following items:

1. The number of operators that will be on duty at all times.

2. The location and the equipment found within the proprietary supervising station facility.

3. The facilities' procedures in handling alarm, supervisory, and trouble signals.

Section 0105
Disposition of Signals

0105.1 Alarm signals. Upon receipt of a fire alarm signal, the proprietary supervising station operator shall immediately dispatch a runner to the alarm location identified on the fire alarm control unit.

a. If the fire is verified, immediately activate the evacuation message on the fire alarm system and initiate notification procedures. See 0103.4 for coverage requirements.

b. If the alarm is false, the fire alarm system shall be reset. If either an investigation message or an evacuation message has been activated, then sound an all-clear message.

0105.2 Supervisory signals. Upon receipt of a supervisory signal, the proprietary supervising station operator shall Immediately dispatch runner to the location identified on the fire alarm control unit, unless the supervisory conditions are promptly restored.

0105.3 Trouble signals. Upon receipt of trouble signals or other signals pertaining solely to matters of equipment maintenance of the fire alarm system, the proprietary supervising station operator shall immediately dispatch runner to the location identified on the fire alarm control unit, unless the trouble conditions are promptly restored.

Section 0106
Record-Keeping

0106.1 Alarms. A written log of all fire alarm signals shall be maintained in the Fire Command Center including:

1. The investigating person's name.

2. The device address.

3. The type of alarm.
4. The date and time of receipt of the fire alarm signals.
5. The cause and disposition of the fire alarm signals.

Appendix P
FIRE PROTECTION SYSTEMS – IMPAIRMENTS AND SYSTEMS OUT OF SERVICE

Section P101
IMPAIRMENT PROCEDURES

P101.1 General. In addition to the requirements of Section 901.7 alternative protection measures shall be provided in accordance with this Appendix. Tables P102.1 (a) and P102.1 (b) shall be used by the impairment coordinator to determine the alternative protection measurers required.

P101.2 Impairment Coordinator Procedures. For all impairments, both planned and emergency (unplanned), an impairment coordinator shall be designated per Section 901.7.1. An impairment coordinator is the person responsible for maintenance of a particular fire protection system. When an *impairment coordinator* is not designated the *owner* shall be considered the impairment coordinator.

The impairment coordinator is responsible for informing the Fire Department as to the nature of the impairment and its status, coordinating necessary repairs, tagging systems per Section 901.7.2 & 901.7.3 and implementing required alternative protection measures.

For all planned impairments, the impairment coordinator shall engage licensed contractors to conduct work needed on the fire protection systems. For all emergency impairments, the impairment coordinator shall contact the appropriate fire sprinkler, fire alarm or other fire protection system maintenance contractor to initiate emergency service response.

P101.3 Maintenance Contractor Procedures. The maintenance contractor shall assess the impairment and provide a time estimate for the repair (impairment duration). The impairment coordinator shall use this time estimate and Tables P102.1(a) and P102.1(b) to determine the appropriate actions to take. Where the impairment is discovered during maintenance activities, the maintenance contractor shall contact ownership to request an impairment coordinator. The maintenance contractor shall estimate the time required for repair, and report the impairment in accordance with this section.

P101.4 Impairment Procedure Tables. The impairment coordinator shall comply with impairment tables Tables P102.1 (a) and P102.1 (b). Alternative protection measures are categorized as:

1. Notifying fire dispatch
2. Instituting a fire watch within the building area where fire protection is impaired
3. Providing other alternative protection measures as determined by the *Fire Code Official* on a case by case basis.

P101.4.1 Notify Dispatch. When required by Tables P102.1 (a) and P102.1 (b) the impairment coordinator shall notify the Fire Department dispatch center and *fire code official*.

P101.4.2 Fire watch. When required by Tables P102.1 (a) and P102.1 (b) the impairment coordinator shall institute a fire watch within the building area where fire protection is impaired for the duration of the impairment. Fire watch shall be in accordance with the Fire Watch Guideline. Fire watch personnel shall be provided at a rate of 1 person per 100,000 square feet of building area, over the entire area of the building affected by the impairment. Fire watch personnel shall meet the following characteristics:

1) Be capable of walking the building continuously during the shift. The fire watch shall walk over all assigned floor areas, including all exits from the floor areas assigned. Where the fire watch needs to take a break, another fire watch person shall cover the area during the break.
2) Be equipped with a bullhorn, flashlight, and cellular phone
3) Be capable of assisting employees and building occupants to evacuate the building in an emergency situation while utilizing the flashlight to illuminate the means of egress. This activity may be required

within the assigned fire watch area, or in assistance to other fire watch personnel in other fire watch areas in the building.

4) Be capable of calling emergency services by dialing 911 in case of fire. Upon discovery of fire, fire watch personnel shall first call 911, and then advise all other fire watch personnel of the emergency in order to obtain their assistance in notifying and evacuating employees and building occupants.

P101.4.3 Other Measures. When determined necessary by the *Fire Code Official*, on a case-by-case basis, the impairment coordinator may be required to implement additional protection measures. The measure(s) available to the *Fire Code Official* include, but are not limited to, the following:

1) Fire Department oversight of Fire Watch.
2) Manning of equipment, such as manual release buttons for deluge systems.
3) Discontinuance of hazardous activities, such as cooking, welding, and pyrotechnic displays.
4) Removing hazard from building, i.e. as removing an airplane from a hangar.
5) Have all fire doors and shutters closed.
6) Manually activate smoke control.
7) Shut down an elevator.
8) Unlock stair door locks.
9) Engine stand-by for supply to fire sprinkler/standpipe system.
10) Partial evacuation of building.
11) Full evacuation of building.

Any costs associated with providing alternative protection measures shall be borne by the building owner.

P102
Impairment Tables – Use Groups A, E, H, I and R

P102.1 Use Groups A, E, H, I and R. Groups A, E, H, I and R occupancies are deemed a high risk due to the characteristics of these occupancies. As such, alternative protection measurers are tailored on a case-by-case basis in order to manage the risk in these occupancies. The impairment coordinator shall use the following tables P102.1 (a) and P102.1 (b) to address impairments to fire protection systems. When alternative protection measures are required by tables P102.1 (a) and P102.1 (b) the *Fire Code Official* shall be contacted.

TABLE P102.1(a)
SUPPRESSION-BASED SYSTEMS – USE GROUPS A, E, H, I, R

Impairment Description	Building/ Location Height – Stories Above Grade	Impairment Duration	Fire Watch Req'd	Notify Dispatch and Fire Code Official for possible additional measures per section P101.4.3
Fire Pump (standalone)	1	≤ 3 hours	Y	N
		> 3 hours	Y	Y
	2-5	≤ 2 hours	Y	N
		> 2 hours	Y	Y
	6 or more	≤ 1 hour	Y	N
		> 1 hour	Y	Y
Fire Pump with back-up fire pump	1	≤ 10 hours	N	N
		> 10 hours	N	Y
	2-5	≤ 6 hours	N	N

Impairment Description	Building/ Location Height – Stories Above Grade	Impairment Duration	Fire Watch Req'd	Notify Dispatch and Fire Code Official for possible additional measures per section P101.4.3
		> 6 hours	N	Y
	6 or more	≤ 3 hour	N	N
		> 3 hour	N	Y
Feed Main/ Standpipe Out of Service (does not affect sprinkler system supplies)	1	≤ 10 hours	N	N
		> 10 hours	N	Y
	2-5	≤ 10 hours	N	N
		> 10 hours	N	Y
	6 or more	≤ 6 hours	N	N
		> 6 hours	N	Y
Feed Main/ Standpipe Out of Service (interrupts supply to more than one sprinkler system)	1	≤ 3 hours	Y	N
		> 3 hours	Y	Y
	2-5	≤ 2 hours	Y	N
		> 2 hours	Y	Y
	6 or more	≤ 1 hour	Y	N
		> 1 hour	Y	Y
Underground fire service main out of service – redundant main and tank	1	≤ 10 hours	N	N
		> 10 hours	N	Y
	2-5	≤ 10 hours	N	N
		> 10 hours	N	Y
	6 or more	≤ 6 hour	N	N
		> 6 hour	N	Y
Underground Supply Out of Service (No secondary water supply)	1	≤ 3 hours	Y	N
		> 3 hours	Y	Y
	2-5	≤ 2 hours	Y	N
		> 2 hours	Y	Y
	6 or more	≤ 1 hour	Y	N
		> 1 hour	Y	Y
Underground Supply Out of Service (built-in secondary water supply)	1	≤ 6 hours	N	N
		> 6 hours	N	Y
	2-5	≤ 4 hours	N	N
		> 4 hours	N	Y
	6 or more	≤ 2 hours	N	N
		> 2 hours	N	Y
Waterflow switch not functional (system still operational)	1	≤ 6 hours	N	N
		> 6 hours	Y	N
	2-5	≤ 4 hours	N	N
		> 4 hours	Y	N
	6 or more	≤ 2 hours	N	N
		> 2 hours	Y	N
Sprinkler System Repair/Sprinkler System out of Service	1	≤ 6 hours	Y	N
		> 6 hours	Y	Y
	2-5	≤ 4 hours	Y	N

Impairment Description	Building/ Location Height – Stories Above Grade	Impairment Duration	Fire Watch Req'd	Notify Dispatch and Fire Code Official for possible additional measures per section P101.4.3
		> 4 hours	Y	Y
	6 or more	≤ 2 hours	Y	N
		> 2 hours	Y	Y
Water Spray Fixed Systems (NFPA 15)	NA	≤ 8 hours	N	N
		> 8 hours	Y	Y
Foam-water system	1	≤ 4 hours	N	N
		> 4 hours	Y	Y
	2-5	≤ 4 hours	N	N
		> 4 hours	Y	Y
	6 or more	≤ 4 hours	N	N
		> 4 hours	Y	Y
Kitchen exhaust hood and duct extinguishing system	NA	≤ 2 hours	N	N
		> 2 hours	Y	Y
Clean-agent (with sprinkler system inside the space)	1	≤ 10 hours	N	N
		> 10 hours	N	N
	2-5	≤ 10 hours	N	N
		> 10 hours	N	N
	6 or more	≤ 6 hours	N	N
		> 6 hours	Y	N
Clean-agent (without sprinkler system inside the space)	1	≤ 6 hours	Y	N
		> 6 hours	Y	Y
	2-5	≤ 4 hours	Y	N
		> 4 hours	Y	Y
	6 or more	≤ 2 hours	Y	N
		> 2 hours	Y	Y
Water storage tank (including pools used as tanks) - with redundant water mains	1	≤ 10 hours	N	N
		> 10 hours	N	N
	2-5	≤ 10 hours	N	N
		> 10 hours	N	N
	6 or more	≤ 6 hours	N	N
		> 6 hours	N	Y
Water storage tank (including pools used as tanks) - without redundant water mains and tank acts as secondary supply only	1	≤ 10 hours	N	N
		> 10 hours	N	Y
	2-5	≤ 6 hours	N	N
		> 6 hours	N	Y
	6 or more	≤ 3 hours	N	N
		> 3 hours	N	Y
Water storage tank (including pools used as tanks) - without redundant water mains and tank	1	≤ 3 hours	Y	N
		> 3 hours	Y	Y
	2-5	≤ 2 hours	Y	N

Impairment Description	Building/ Location Height – Stories Above Grade	Impairment Duration	Fire Watch Req'd	Notify Dispatch and Fire Code Official for possible additional measures per section P101.4.3
acts as break tank for primary supply		> 2 hours	Y	Y
	6 or more	≤ 1 hours	Y	N
		> 1 hours	Y	Y
Obstructions in water supply – Lack of Flushing/MIC	1	≤ 8 hours	N	N
		> 8 hours	Y	Y
	2-5	≤ 6 hours	N	N
		> 6 hours	Y	Y
	6 or more	≤ 4 hours	N	N
		> 4 hours	Y	Y
Fire department access (fire hydrant, fire command center, fire pump and FDC access)	1	≤ 4 hours	N	N
		> 4 hours	Y	Y
	2-5	≤ 4 hours	N	N
		> 4 hours	Y	Y
	6 or more	≤ 4 hours	N	N
		> 4 hours	Y	Y

TABLE P102.1(b)
FIRE-ALARM SYSTEMS – USE GROUPS A, E, H, I, R

Impairment (Fire Alarms Systems, Groups A, E, H, I, R)	Building Height - Stories	Estimated Repair Time [1]	Fire Watch Req'd	Notify Dispatch and Fire Code Official for possible additional measures per section P101.4.3
Main FACU Not Operational (No Stand-alone Nodes)	1	≤ 3 hours	Y	N
		> 3 hours	Y	Y
	2-5	≤ 2 hours	Y	N
		> 2 hours	Y	Y
	6 or more	≤ 1 hour	Y	N
		> 1 hour	Y	Y
Main FACU Not Operational (Stand-alone Nodes are available)	1	≤ 5 hours	Y	N
		> 5 hours	Y	N
	2-5	≤ 5 hours	Y	N
		> 5 hours	Y	N
	6 or more	≤ 3 hours	Y	N
		> 3 hours	Y	Y

Impairment (Fire Alarms Systems, Groups A, E, H, I, R)	Building Height - Stories	Estimated Repair Time [1]	Fire Watch Req'd	Notify Dispatch and Fire Code Official for possible additional measures per section P101.4.3
Node FACU panel is down	1	≤ 4 hours	Y	N
		> 4 hours	Y	Y
	2-5	≤ 3 hours	Y	N
		> 3 hours	Y	Y
	6 or more	≤ 2 hours	Y	N
		> 2 hours	Y	Y
Strobe power supply is down	1	≤ 5 hours	N	N
		> 5 hours	N	Y
	2-5	≤ 5 hours	N	N
		> 5 hours	N	Y
	6 or more	≤ 3 hours	N	N
		> 3 hours	N	Y
Audio Panel is down	1	≤ 5 hours	Y	N
		> 5 hours	Y	Y
	2-5	≤ 4 hours	Y	N
		> 4 hours	Y	Y
	6 or more	≤ 3 hours	Y	N
		> 3 hours	Y	Y
Single detection circuit is down	1	≤ 5 hours	N	N
		> 5 hours	Y	N
	2-5	≤ 5 hours	N	N
		> 5 hours	Y	N
	6 or more	≤ 3 hours	Y	N
		> 3 hours	Y	Y
Single notification circuit is down	1	≤ 5 hours	N	N
		> 5 hours	Y	N
	2-5	≤ 5 hours	N	N
		> 5 hours	Y	N
	6 or more	≤ 3 hours	Y	N
		> 3 hours	Y	Y
Single detection device not operational	1	≤ 10 hours	N	N
		> 10 hours	Y	N
	2-5	≤ 10 hours	N	N
		> 10 hours	Y	N
	6 or more	≤ 10 hours	N	N
		> 10 hours	Y	N
Single Notification Device not operational	1	≤ 10 hours	N	N
		> 10 hours	Y	N
	2-5	≤ 10 hours	N	N
		> 10 hours	Y	N
	6 or more	≤ 10 hours	N	N

Impairment (Fire Alarms Systems, Groups A, E, H, I, R)	Building Height - Stories	Estimated Repair Time [1]	Fire Watch Req'd	Notify Dispatch and Fire Code Official for possible additional measures per section P101.4.3
		> 10 hours	Y	N
Monitoring Panel not operational (fire sprinkler and fire alarm systems still operational)	1	≤ 12 hours	N	N
		> 12 hours	Y	Y
	2-5	≤ 12 hours	N	N
		> 12 hours	Y	Y
	6 or more	≤ 12 hours	N	N
		> 12 hours	Y	Y
Ground Fault	1	≤ 5 hours	N	N
		> 5 hours	Y	N
	2-5	≤ 5 hours	N	N
		> 5 hours	Y	N
	6 or more	≤ 5 hours	N	N
		> 5 hours	Y	N
Single Notification Card in Panel	1	≤ 5 hours	Y	N
		> 5 hours	Y	N
	2-5	≤ 5 hours	Y	N
		> 5 hours	Y	Y
	6 or more	≤ 3 hours	Y	N
		> 3 hours	Y	Y
Single Detection Card in Panel	1	≤ 5 hours	Y	N
		> 5 hours	Y	N
	2-5	≤ 5 hours	Y	N
		> 5 hours	Y	Y
	6 or more	≤ 3 hours	Y	N
		> 3 hours	Y	Y
Recall	1	NA	NA	NA
	2-5	≤ 5 hours	N	N
		> 5 hours	N	Y
	6 or more	≤ 5 hours	N	N
		> 5 hours	N	Y
Automatic Doors not Releasing Automatically	1	≤ 2 hours	N	N
		> 2 hours	N	Y
	2-5	≤ 2 hours	N	N
		> 2 hours	N	Y
	6 or more	≤ 2 hours	N	N
		> 2 hours	N	Y
Smoke Control Panel (automatic mode works)	1	≤ 4 hours	N	N
		> 4 hours	N	Y
	2-5	≤ 3 hours	N	N
		> 3 hours	N	Y
	6 or more	≤ 2 hours	N	N
		> 2 hours	N	Y

Impairment (Fire Alarms Systems, Groups A, E, H, I, R)	Building Height - Stories	Estimated Repair Time [1]	Fire Watch Req'd	Notify Dispatch and Fire Code Official for possible additional measures per section P101.4.3
Smoke Control Panel (automatic mode does not works)	NA	NA	N	Y
Fire fighter communication systems (fire phones and radio systems)	NA	NA	N	Y

[1] If the building is protected with a fire sprinkler system, the "Estimated Repair Time" hours shown in this column may be doubled.

P103
Impairment Tables – Use Groups B, F, M, S

P103.1 Use Groups B, F, M, S. Groups B, F, M and S Occupancies are considered lower hazard occupancies. As such, the impairment guideline is tailored to manage the risks associated with those occupancies. Mitigation shall be in accordance with Table P103.1(a) and Table P103.1(b).

TABLE P103.1(a)
SUPPRESSION-BASED SYSTEMS – USE GROUPS B, F, M, S

Impairment (Water-Based Systems, Groups B, F, M and S)	Building/ Location Height – Stories Above Grade	Estimated Repair Time	Fire Watch Req'd	Notify Dispatch and Fire Code Official for possible additional measures per section P101.4.3
Fire Pump	1	≤ 10 hours	Y	N
		> 10 hours	Y	Y
	2-5	≤ 4 hours	Y	N
		> 4 hours	Y	Y
	6 or more	≤ 2 hour	Y	N

Impairment (Water-Based Systems, Groups B, F, M and S)	Building/ Location Height – Stories Above Grade	Estimated Repair Time	Fire Watch Req'd	Notify Dispatch and Fire Code Official for possible additional measures per section P101.4.3
		> 2 hour	Y	Y
Fire Pump with back-up fire pump	1	≤ 10 hours	N	N
		> 10 hours	N	Y
	2-5	≤ 10 hours	N	N
		> 10 hours	N	Y
	6 or more	≤ 10 hours	N	N
		> 10 hours	N	Y
Feed Main/ Standpipe Out of Service (does not affect sprinkler system supplies)	1	≤ 10 hours	N	N
		> 10 hours	N	Y
	2-5	≤ 10 hours	N	N
		> 10 hours	N	Y
	6 or more	≤ 8 hours	N	N
		> 8 hours	N	Y
Feed Main/ Standpipe Out of Service (interrupts supply to more than one sprinkler system)	1	≤ 10 hours	Y	N
		> 10 hours	Y	Y
	2-5	≤ 4 hours	Y	N
		> 4 hours	Y	Y
	6 or more	≤ 2 hour	Y	N
		> 2 hour	Y	Y
Underground fire service main out of service – redundant main and tank	1	≤ 10 hours	N	N
		> 10 hours	N	Y
	2-5	≤ 10 hours	N	N
		> 10 hours	N	Y
	6 or more	≤ 8 hours	N	N
		> 8 hours	N	Y
Underground Supply Out of Service (No secondary water supply)	1	≤ 10 hours	Y	N
		> 10 hours	Y	Y
	2-5	≤ 4 hours	Y	N
		> 4 hours	Y	Y
	6 or more	≤ 1 hour	Y	N
		> 1 hour	Y	Y
Underground Supply Out of Service (built-in secondary water supply)	1	≤ 10 hours	N	N
		> 10 hours	N	Y
	2-5	≤ 10 hours	N	N
		> 10 hours	N	Y
	6 or more	≤ 2 hours	N	N
		> 2 hours	N	Y
Waterflow switch not functional (system still operational)	1	≤ 10 hours	N	N
		> 10 hours	Y	N
	2-5	≤ 6 hours	N	N
		> 6 hours	Y	N
	6 or more	≤ 3 hours	N	N
		> 3 hours	Y	N

Impairment (Water-Based Systems, Groups B, F, M and S)	Building/ Location Height – Stories Above Grade	Estimated Repair Time	Fire Watch Req'd	Notify Dispatch and Fire Code Official for possible additional measures per section P101.4.3
Sprinkler System Repair/Sprinkler System out of Service	1	≤ 10 hours	Y	N
		> 10 hours	Y	Y
	2-5	≤ 6 hours	Y	N
		> 6 hours	Y	Y
	6 or more	≤ 3 hours	Y	N
		> 3 hours	Y	Y
Water Spray Fixed Systems (NFPA 15)	NA	≤ 8 hours	N	N
		> 8 hours	Y	Y
Foam-water system	1	≤ 4 hours	N	N
		> 4 hours	Y	Y
	2-5	≤ 4 hours	N	N
		> 4 hours	Y	Y
	6 or more	≤ 4 hours	N	N
		> 4 hours	Y	Y
Kitchen exhaust hood and duct extinguishing system	NA	≤ 2 hours	N	N
		> 2 hours	Y	Y
Clean-agent (with sprinkler system inside the space)	1	≤ 10 hours	N	N
		> 10 hours	N	N
	2-5	≤ 10 hours	N	N
		> 10 hours	N	N
	6 or more	≤ 8 hours	N	N
		> 8 hours	Y	N
Clean-agent (without sprinkler system inside the space)	1	≤ 8 hours	Y	N
		> 8 hours	Y	Y
	2-5	≤ 6 hours	Y	N
		> 6 hours	Y	Y
	6 or more	≤ 3 hours	Y	N
		> 3 hours	Y	Y
Water storage tank (including pools used as tanks) - with redundant water mains	1	≤ 10 hours	N	N
		> 10 hours	N	N
	2-5	≤ 10 hours	N	N
		> 10 hours	N	N
	6 or more	≤ 8 hours	N	N
		> 8 hours	N	Y
Water storage tank (including pools used as tanks) - without redundant water mains and tank acts as secondary supply only	1	≤ 10 hours	N	N
		> 10 hours	N	Y
	2-5	≤ 6 hours	N	N
		> 6 hours	N	Y
	6 or more	≤ 3 hours	N	N
		> 3 hours	N	Y
Water storage tank (including pools used as tanks) - without redundant water mains and tank	1	≤ 5 hours	Y	N
		> 5 hours	Y	Y
	2-5	≤ 3 hours	Y	N

Impairment (Water-Based Systems, Groups B, F, M and S)	Building/ Location Height – Stories Above Grade	Estimated Repair Time	Fire Watch Req'd	Notify Dispatch and Fire Code Official for possible additional measures per section P101.4.3
acts as break tank for primary supply		> 3 hours	Y	Y
	6 or more	≤ 1 hours	Y	N
		> 1 hours	Y	Y
Obstructions in water supply – Lack of Flushing/MIC	1	≤ 8 hours	N	N
		> 8 hours	Y	Y
	2-5	≤ 6 hours	N	N
		> 6 hours	Y	Y
	6 or more	≤ 4 hours	N	N
		> 4 hours	Y	Y
Fire department access (fire hydrant, fire command center, fire pump and FDC access)	1	≤ 4 hours	N	N
		> 4 hours	Y	Y
	2-5	≤ 4 hours	N	N
		> 4 hours	Y	Y
	6 or more	≤ 4 hours	N	N
		> 4 hours	Y	Y

TABLE P103.1(b)
FIRE ALARM SYSTEMS – USE GROUPS B, F, M, S

Impairment (Fire Alarm System, Groups B, F, M and S)	Building Height - Stories	Estimated Repair Time [1]	Fire Watch Req'd	Notify Dispatch and Fire Code Official for possible additional measures per section P101.4.3
Main FACU Not Operational (No Stand-alone Nodes)	1	≤ 5 hours	Y	N
		> 5 hours	Y	Y
	2-5	≤ 2 hours	Y	N
		> 2 hours	Y	Y
	6 or more	≤ 1 hour	Y	N
		> 1 hour	Y	Y
Main FACU Not Operational (Stand-alone Nodes are available)	1	≤ 5 hours	Y	N
		> 5 hours	Y	N
	2-5	≤ 5 hours	Y	N
		> 5 hours	Y	N
	6 or more	≤ 5 hours	Y	N
		> 5 hours	Y	Y
Node FACU panel is down	1	≤ 5 hours	Y	N
		> 5 hours	Y	Y

Impairment (Fire Alarm System, Groups B, F, M and S)	Building Height - Stories	Estimated Repair Time [1]	Fire Watch Req'd	Notify Dispatch and Fire Code Official for possible additional measures per section P101.4.3
	2-5	≤ 4 hours	Y	N
		> 4 hours	Y	Y
	6 or more	≤ 3 hours	Y	N
		> 3 hours	Y	Y
Strobe power supply is down	1	≤ 5 hours	N	N
		> 5 hours	N	Y
	2-5	≤ 5 hours	N	N
		> 5 hours	N	Y
	6 or more	≤ 5 hours	N	N
		> 5 hours	N	Y
Audio Panel is down	1	≤ 5 hours	Y	N
		> 5 hours	Y	Y
	2-5	≤ 5 hours	Y	N
		> 5 hours	Y	Y
	6 or more	≤ 4 hours	Y	N
		> 4 hours	Y	Y
Single detection circuit is down	1	≤ 5 hours	N	N
		> 5 hours	Y	N
	2-5	≤ 5 hours	N	N
		> 5 hours	Y	N
	6 or more	≤ 5 hours	Y	N
		> 5 hours	Y	Y
Single alarm circuit is down	1	≤ 5 hours	N	N
		> 5 hours	Y	N
	2-5	≤ 5 hours	N	N
		> 5 hours	Y	N
	6 or more	≤ 5 hours	Y	N
		> 5 hours	Y	Y
Single detection device not operational	1	≤ 10 hours	N	N
		> 10 hours	Y	N
	2-5	≤ 10 hours	N	N
		> 10 hours	Y	N
	6 or more	≤ 10 hours	N	N
		> 10 hours	Y	N
Single Notification Device not operational	1	≤ 10 hours	N	N
		> 10 hours	Y	N
	2-5	≤ 10 hours	N	N
		> 10 hours	Y	N
	6 or more	≤ 10 hours	N	N
		> 10 hours	Y	N
Monitoring Panel not operational (fire sprinkler and fire alarm	1	≤ 24 hours	N	N
		> 24 hours	Y	Y

Impairment (Fire Alarm System, Groups B, F, M and S)	Building Height - Stories	Estimated Repair Time [1]	Fire Watch Req'd	Notify Dispatch and Fire Code Official for possible additional measures per section P101.4.3
systems still operational)	2-5	≤ 24 hours	N	N
		> 24 hours	Y	Y
	6 or more	≤ 24 hours	N	N
		> 24 hours	Y	Y
Ground Fault	1	≤ 10 hours	N	N
		> 10 hours	Y	N
	2-5	≤ 10 hours	N	N
		> 10 hours	Y	N
	6 or more	≤ 10 hours	N	N
		> 10 hours	Y	N
Single Notification Card in Panel	1	≤ 5 hours	Y	N
		> 5 hours	Y	N
	2-5	≤ 5 hours	Y	N
		> 5 hours	Y	Y
	6 or more	≤ 3 hours	Y	N
		> 3 hours	Y	Y
Single Detection Card in Panel	1	≤ 5 hours	Y	N
		> 5 hours	Y	N
	2-5	≤ 5 hours	Y	N
		> 5 hours	Y	Y
	6 or more	≤ 3 hours	Y	N
		> 3 hours	Y	Y
Recall	1	NA	NA	NA
	2-5	≤ 5 hours	N	N
		> 5 hours	N	Y
	6 or more	≤ 3 hours	N	N
		> 3 hours	N	Y
Automatic Doors not Releasing Automatically	1	≤ 2 hours	N	N
		> 2 hours	N	Y
	2-5	≤ 2 hours	N	N
		> 2 hours	N	Y
	6 or more	≤ 2 hours	N	N
		> 2 hours	Y	Y
Smoke Control Panel (automatic mode works)	1	≤ 5 hours	N	N
		> 5 hours	N	Y
	2-5	≤ 5 hours	N	N
		> 5 hours	N	Y
	6 or more	≤ 3 hours	N	N
		> 3 hours	N	Y
Smoke Control Panel (automatic mode does not works)	NA	NA	N	Y

Impairment (Fire Alarm System, Groups B, F, M and S)	Building Height - Stories	Estimated Repair Time [1]	Fire Watch Req'd	Notify Dispatch and Fire Code Official for possible additional measures per section P101.4.3
Fire fighter communication systems (fire phones and radio systems)	NA	NA	N	Y

[1] If the building is protected with a fire sprinkler system, the "Estimated Repair Time" hours shown in this column may be doubled.

NATIONAL FIRE PROTECTION ASSOCIATION STANDARDS

NFPA 13

3.3.16

~~**3.3.16* Limited-Combustible (Material).** Refers to a building construction material not complying with the definition of noncombustible material that, in the form in which it is used, has a potential heat value not exceeding 3500 Btu/lb (8100 kJ/kg), where tested in accordance with NFPA 259, and includes either of the following: (1) materials having a structural base of noncombustible material, with a surfacing not exceeding a thickness of 1/8 in. (3.2 mm) that has a flame spread index not greater than 50; or (2) materials, in the form and thickness used, having neither a flame spread index greater than 25 nor evidence of continued progressive combustion, and of such composition that surfaces that would be exposed by cutting through the material on any plane would have neither a flame spread index greater than 25 nor evidence of continued progressive combustion, when tested in accordance with ASTM E84, *Standard Test Method of Surface Burning Characteristics of Building Materials*, or ANSI/UL 723, *Standard Test Method of Surface Burning Characteristics of Building Materials*.~~

3.3.16* Limited-Combustible (Material). Deleted in its entirety throughout this standard. This term shall have no ordinary accepted meaning as noted in Section 3.1 as it relates to the installation of limited-combustible material for the installation of sprinkler systems. This deletion shall apply throughout this standard and throughout all referenced codes and standards as stated in the International Fire Code Section 102.7 and all applicable standards or requirements that are not set forth in this code as stated in the International Fire Code Section 102.8 when involving sprinkler systems.

5.3.2.1

5.3.2.1 Ordinary Hazard (Group 2) Ordinary hazard (Group 2) occupancies shall be defined as occupancies or portions of other occupancies where the quantity and combustibility of contents is moderate to high, where stockpiles of contents with moderate rates of heat release do not exceed 12 ft (3.66 m), and stockpiles of contents with high rates of heat release do not exceed 8 ft (2.4m).

Occupancies containing Casinos, Mini-Storage Facilities, and Shell Buildings, regardless of occupancy classification (unknown tenants and/or floor layout), shall be designed to meet the requirements of Ordinary Hazard Group 2.

6.1.3

6.1.3 Rated Pressure. System components shall be rated for the maximum system working pressure to which they are exposed but shall not be rated at less than 175 psi (12.1 bar) for components installed aboveground and 150 psi (10.4 bar) for components installed underground. When the underground piping can be supplied or pressurized by a Fire Department Connection (FDC), the underground piping shall be designed to withstand a working pressure of not less than 200 psi (Class 305), or 50 psi greater than the system design pressure, whichever is greater.

6.2.9.7.1

6.2.9.7.1 The list shall be on a machine-engraved metal or rigid plastic sign with capitalized lettering a minimum 14 point (¼ inch high) in Arial or similar font and include the following:
(1) Sprinkler Identification Number (SIN) if equipped; or the manufacturer, model, orifice, deflector type, thermal sensitivity, and pressure rating.
(2) General description.
(3) Quantity of each type to be contained in the cabinet.
(4) Issue or revision date of the list.

6.3.1.1.2

6.3.1.1.2 Pipe or tube shall have a minimum Corrosion Resistant Ratio (CRR) of 1.

7.1.3

7.1.3 Auxiliary Systems. A wet pipe system shall be permitted to supply an auxiliary antifreeze, dry pipe, or preaction~~, or deluge~~ system ~~provided the water supply is adequate~~ provided the auxiliary system covers less than 10% of the system size.

7.2.3.1

7.2.3.1 The system capacity (volume) controlled by a dry pipe valve shall be determined by 7.2.3.2 or ~~, 7.2.3.3, 7.2.3.4~~, 7.2.3.5~~, or 7.2.3.7~~.

7.2.3.3

~~**7.2.3.3** A system size of not more than 500 gal (1893 L) shall be permitted without a quick opening device and shall not be required to meet any specific water delivery requirement to the inspection test connection.~~

7.2.3.4

~~**7.2.3.4** A system size of not more than 750 gal (2839 L) shall be permitted with a quick opening device and shall not be required to meet any specific water delivery requirement to the inspection test connection.~~

7.2.3.5

7.2.3.5 System size shall be based on dry systems being calculated for water delivery in accordance with 7.2.3.6. Testing of the system shall be accomplished by the methods indicated in 7.2.3.7.

7.2.6.3

7.2.6.3 Air Supply

7.2.6.3.1 The compressed air supply shall be from a source available at all times.

7.2.6.3.1.1 The compressed air device shall be hardwired or connected to the power source in an approved manner.

7.2.6.3.1.2 The compressed air supply device shall be secured in place in an approved manner.

7.2.6.6.5

7.2.6.6.5 A high/low pressure supervisory signal to a constantly attended location shall be installed.

7.3.2.3.1.3

7.3.2.3.1.3 The system size for double-interlock preaction systems shall be based on calculating water delivery in accordance with 7.2.3.6, anticipating that the detection system activation and sprinkler operation will be simultaneous. A system meeting the requirements of this section shall be required to also meet the requirements of 7.2.3.7.

7.6.2.3

7.6.2.3 An antifreeze solution shall be prepared with a freezing point at or below 2º F (-16.7º C)

7.9.2.2

~~7.9.2.2 Sprinklers or automatic spray nozzles in ducts, duct collars, and plenum chambers shall not be required where all cooking equipment is served by listed grease extractors.~~

7.9.3.1

7.9.3.1 Unless the requirements of 7.9.3.2 or 7.9.3.4 are met, exhaust ducts shall have one sprinkler or automatic spray nozzle located at the top of each vertical riser, ~~and~~ at the midpoint of each offset, and an additional sprinkler shall be installed within the duct at 20-foot intervals on vertical risers where not otherwise provided with sprinklers due to offsets in buildings over two stories.

7.9.9

7.9.9 Dedicated Supply and Indicating Valves. A dedicated supply riser, including flow switch, check valve, and a listed indicating valve shall be installed in the water supply line to the sprinklers and spray nozzles protecting the cooking and ventilating system.

8.2.4

8.2.4 Floor Control Valve Assemblies.

8.2.4.1* Multistory buildings ~~exceeding two stories in height~~ shall be provided with a floor control valve, check valve, main drain valve, and flow switch for isolation, control, and annunciation of water flow on each floor level.

8.2.4.2 The floor control valve, check valve, main drain valve, and flow switch required by 8.2.4.1 ~~8.16.1.5.3~~ shall not be required where sprinkler systems protecting atriums, covered mall buildings, and other areas with non-standard ceiling heights within the building, ~~sprinklers on the top level of a multistory building~~ are supplied by piping from ~~on~~ the protected floor system below.

~~8.2.4.3 The floor control valve, check valve, main drain valve, and flow switch required by 8.16.1.5.3 shall not be required where the total area of all floors combined does not exceed the system protection area limitations of 8.2.1.~~

8.2.5

8.2.5 When acceptable to the authority having jurisdiction, ~~M~~multiple buildings that are assigned the same street address, without independent building numbers, and are attached by canopies, covered breezeways, common roofs, or a common wall(s) shall be permitted to be supplied by a single fire sprinkler riser.

8.3.3.1

8.3.3.1 Sprinklers in light hazard occupancies, shell buildings of combustible construction, casinos, and exhibition areas shall be one of the following:

(1) Quick-response type as defined in 3.6.4.8

(2) Residential sprinklers in accordance with the requirements of 8.4.5

(3) Quick response CMSA sprinklers

(4) ESFR sprinklers

(5) Standard response sprinklers used for modifications or additions, within the existing compartment, to existing ~~light hazard~~ systems equipped with standard response sprinklers

(6) Standard response sprinklers used where individual standard response sprinklers are replaced in existing ~~light hazard~~ systems

8.7.5.3.2

8.7.5.3.2 Sprinklers shall be installed under fixed obstructions over 4 ft (1.2 m) wide such as ducts, decks, open grate flooring, cutting tables, and overhead doors.

Exception: Garage overhead door within garages that service a single tenant in residential occupancies.

8.8.5.3.2

8.8.5.3.2. Sprinklers shall be installed under fixed obstructions over 4 ft (1.2 m) wide such as ducts, decks, open grate flooring, cutting tables, and overhead doors.

Exception: Garage overhead door within garages that service a single tenant in residential occupancies.

8.9.5.3.2

8.9.5.3.2 Sprinklers shall be installed under fixed obstructions over 4 ft (1.2 m) wide such as ducts, decks, open grate flooring, cutting tables, and overhead doors.

Exception: Garage overhead door within garages that service a single tenant in residential occupancies.

8.15.1.2.10

~~**8.15.1.2.10** Concealed spaces where rigid materials are used and the exposed surfaces have a flame spread index of 25 or less, and the materials have been demonstrated not to propagate fire more than 10.5 ft (3.2 m) when tested in accordance with ASTM E84, Standard Test Method of Surface Burning Characteristics of Building Materials, or ANSI/UL 723, Standard for Test for Surface Burning Characteristics of Building Materials, extended for an additional 20 minutes in the form in which they are installed, shall not require sprinkler protection.~~

8.15.1.2.11

~~8.15.1.2.11 Concealed spaces in which the exposed materials are constructed entirely of fire-retardant treated wood as defined by NFPA 703, shall not require sprinkler protection.~~

8.15.4.1

8.15.4.1 General. Unless the requirements of 8.15.4.4 are met, where moving stairways, staircases, or similar floor openings are unenclosed and where sprinkler protection is serving as the alternate to enclosure of the vertical opening, the floor openings involved shall be protected by closely spaced sprinklers supplied by a dedicated sprinkler riser in combination with draft stops in accordance with 8.15.4.2 and 8.15.4.3

8.15.7.1

8.15.7.1 Unless the requirements of 8.15.7.2~~, 8.15.7.3,~~ or 8.15.7.4 are met, sprinklers shall be installed under exterior projections exceeding 4 ft (1.2 m) in width

8.15.7.2

8.15.7.2 Sprinklers shall be permitted to be omitted where the exterior canopies, roofs, porte-cocheres, balconies, decks, and similar projections are constructed entirely with materials that are noncombustible, ~~limited-combustible, or fire-retardant-treated wood as defined in NFPA703, or where the projections are constructed utilizing a noncombustible frame, limited-combustibles, or fire retardant-treated wood with an inherently flame-resistant fabric overlay as demonstrated by Test Method 2 in accordance with NFPA 701~~ and where the exterior projections do not support occupancy above.

8.15.7.3

~~**8.15.7.3** Sprinklers shall be permitted to be omitted from below the exterior projections of combustible construction, provided the exposed finish material on the exterior projections are non-combustible, limited-combustible, or fire retardant treated wood as defined in NFPA 703, and the exterior projections contain only sprinklered concealed spaces or any of the following unsprinklered combustible concealed spaces:~~

~~(1) Combustible concealed spaces filled entirely with non-combustible insulation.~~

~~(2) Light or ordinary hazard occupancies where noncombustible or limited-combustible ceilings are directly attached to the bottom of solid wood joists so as to create enclosed joist spaces 160 ft³ (4.5m³) or less in volume, including space below insulation that is laid directly on top or within the ceiling joist in an otherwise sprinklered attic [see *11.2.3.1.4(4)(d)*]~~

~~(3) Concealed spaces over isolated small exterior projections not exceeding 55 ft² (5.1m²) in area.~~

8.15.8.1.1

8.15.8.1.1 Sprinkler protection shall be provided in all bathrooms. ~~Unless sprinklers are required by 8.15.8.1.2 or 8.15.8.1.3, sprinklers shall not be required in bathrooms that are located within dwelling units of hotels and motels, that do not exceed 55 ft² (5.1m²) in area, and that have walls and ceilings of noncombustible or limited-combustible materials with a 15-minute thermal barrier rating, including the walls and ceilings behind an shower enclosure or tub.~~

8.15.8.1.1.1

8.15.8.1.1.1 Sprinkler protection shall not be required in separate rooms that contain solely a toilet fixture, that contain no counters, shelving, closet doors, or other fixtures, and that have a maximum area of 55 ft² (5.1 m²). Such rooms shall be surrounded by walls and doors that completely enclose the room.

8.15.8.2

8.15.8.2 Closets and Pantries. Sprinkler~~s~~ protection shall be ~~are not required~~ provided in clothes closets, linen closets, and pantries. ~~within dwelling units in hotels and motels where the area of the space does not exceed 24 ft^2 (2.2 m^2), the least dimension does not exceed 3 feet (0.9 m), and the walls and ceilings are surfaced with noncombustible or limited-combustible materials.~~

8.15.11.1

8.15.11.1 ~~Unless the requirements of 8.15.11.2 are met,~~ Ssprinkler protection shall be required in electrical equipment rooms.

8.15.11.2

~~**8.15.11.2** Sprinklers shall not be required in electrical equipment rooms where all of the following conditions are met:~~

~~(1) The room is dedicated to electrical equipment only~~

~~(2) Only dry type electrical equipment is used.~~

~~(3) Equipment is installed in a 2-hour fire-rated enclosure including protection for penetrations.~~

~~(4) No combustible storage is permitted to be stored in the room.~~

8.15.15.1

8.15.15.1 ~~Drop-out ceilings shall be permitted to be installed beneath sprinklers where ceilings are listed for that service and are installed in accordance with their listings.~~ Drop-out ceilings are not permitted to be installed beneath fire sprinklers.

8.15.15.2

~~**8.15.15.2** Drop-out ceilings shall not be installed below quick-response or extended coverage sprinkler unless specifically listed for that application.~~

8.15.15.3

~~**8.15.15.3** Drop-out ceilings shall not be considered ceilings within the context of this standard.~~
Justification: This is a companion amendment to the amendment for Section 8.15.15.1. If drop-out ceilings are not allowed by changes to Section 8.15.15.1, then this section also needs to be deleted.

8.15.15.4

~~**8.15.15.4** Piping installed above drop-out ceilings shall not be considered concealed piping.~~
Justification: This is a companion amendment to the amendment for Section 8.15.15.1. If drop-out ceilings are not allowed by changes to Section 8.15.15.1, then this section also needs to be deleted.

8.15.15.5

~~**8.15.15.5** Sprinklers shall not be installed beneath drop-out ceilings or ceiling materials meeting the criteria in 8.15.15.1.~~

8.15.20.1.1

8.15.20.1.1 Unless hydraulically calculated, each one-inch outlet shall supply a maximum of one sprinkler head providing protection below a ceiling, and if necessary, a maximum of one head above the ceiling. Such sprinkler head(s) shall have a k-factor equal to the k-factor of existing upright sprinklers.

8.15.20.1.2

8.15.20.1.2 Unless otherwise hydraulically calculated, a one-inch outlet shall be allowed to supply a maximum of two sprinkler heads where the two sprinkler heads protect areas that are physically separated by a ceiling, walls and/or doors with a minimum lintel depth of 8 in (203 mm) and maximum total area of door openings into the room of 50 ft^2 (4.6 m^2). The sprinklers shall have a k-factor equal to the k-factor of existing upright sprinklers.

8.15.20.1.3

8.15.20.1.3 When approved, sprinkler heads installed under a ceiling may have a k factor less than the overhead sprinklers, provided the occupancy hazard classification for the area under the ceiling is less than the classification that the overhead sprinklers are designed for.

8.15.20.1.4

8.15.20.1.4 Flexible sprinkler hose drops shall be proven by hydraulic calculations.

8.15.27

8.15.27 Temporary Exhibit Booths Within a Permanent Building. Where sprinkler protection is required in temporary exhibit booths constructed in a permanent building, such systems shall comply with Section 8.15.27.

8.15.27.1 Hydraulic Design. Systems shall meet Density/Area Method requirements of Section 11.2.3.2 or the Pipe Schedule method of Section 23.7. The minimum design shall be for Ordinary Hazard Group 2, or higher design to accommodate the hazard within the temporary exhibit booth

8.15.27.2 Bracing. Bracing shall not be required for temporary piping serving temporary exhibit booths.

8.15.27.3 Hangers. Hangers conforming to Section 9.1 shall be provided for temporary piping to temporary exhibit booths. Hangers shall be permitted to be attached to the temporary exhibit booth structure.

8.15.27.4 Exposed CPVC Piping. CPVC piping listed for fire protection service shall be permitted to be exposed when installed as temporary piping to serve temporary exhibit booths.

8.15.27.5 Valve. A valve and open pipe shall be provided from the most hydraulically remote point to allow for inspection of piping to prove that the piping is charged with water and void of trapped air.

8.16.1.1.2.1

8.16.1.1.2.1 Valves on connections to water supplies, sectional control and isolation valves, and other valves in supply pipes to sprinkler and other fixed water-based fire suppression systems shall be electrically supervised by a ~~one of the following methods:~~

~~(1)~~ Central station, proprietary, or remote station signaling service

~~(2) Local signaling service that will cause the sounding of an audible signal at a constantly attended point~~

~~(3) Valves locked in the correct position~~

~~(4) Valves located within fenced enclosures under the control of the owner, sealed in the open position, and inspected weekly as part of an approved procedure~~

8.16.1.1.2.3

8.16.1.1.2.3 The requirements of 8.16.1.1.2.1 shall not apply to underground gate valves with roadway boxes or to valves at backflow prevention devices at the municipal water supply connection where the valves are locked in the open position.

8.16.1.2.5

8.16.1.2.5 Means shall be provided downstream of all pressure-reducing valves for flow tests at sprinkler system demand. Such means shall consist of a tee outlet downstream of the pressure reducing valve identical in size to the sprinkler system feed, available for connection to field testing devices, or other method approved by the AHJ.

8.16.4.1.4

~~**8.16.4.1.4** Listed heat tracing systems shall be permitted in accordance with 8.16.4.1.4.1 and 8.16.4.1.4.2.~~

8.16.4.1.4.1

~~**8.16.4.1.4.1** Where used to protect branch lines, the heat tracing system shall be specifically listed for use on branch lines.~~

8.16.4.1.4

~~**8.16.4.1.4.2** Electric supervision of the heat tracing system shall provide positive confirmation that the circuit is energized.~~

8.16.4.1.5.1

8.16.4.1.5.1 Design Temperature and Duration. The minimum criteria for an engineered solution in calculating heat loss for the requirement to maintain 40°F (4.4°C) shall be 0° F (-17.8°C) for 8 hours. The initial starting temperature of the water shall be no greater than 50°F (10°C).

8.17.1.1

8.17.1.1. **Local Waterflow Alarms Units.** A local waterflow alarm unit shall be provided on every sprinkler system ~~having more than 20 sprinklers~~. Such waterflow alarm units shall be installed in accordance with 6.8.

8.17.2.4.1.3

8.17.2.4.1.3 The fire department connection shall be located not less than 18 in (457 mm) and not more than 4 ft (1.2 m) above the level of the adjacent grade or access level.

9.1.3.9.3

9.1.3.9.3 Powder-driven fasteners shall be allowed for branch lines less than or equal to 2 in. (50 mm) pipe. ~~Representative samples of concrete into which studs are to be driven shall be tested to determine that the studs will hold a minimum load of 750 lb (341 kg) for 2 in. (50 mm) or smaller pipe; 1000 lb (454 kg) for 2 ½ in., 3 in., 3 ½ in. (65 mm, 80 mm, or 90 mm) pipe; and 1200 lb (545 kg) for 4 in. or 5 in. (100 mm or 125 mm) pipe~~.

9.1.3.9.4

9.1.3.9.4 Increaser couplings shall not be permitted with ~~be attached directly to the~~ powder-driven studs.

9.2.1.3.3.5

9.2.1.3.3.5 Where flexible sprinkler hose fittings are supported by a ceiling that does not meet design and installation criteria set forth in 9.2.1.3.3.2, such fitting shall be provided with hangers in accordance with 9.2.3.5, unless the flexible hose fitting is provided with a hanger assembly specifically approved by a Nationally Recognized Testing Laboratory for both the flexible sprinkler hose fitting and the specific method of installation.

9.3.5.9.3.1

9.3.5.9.3.1 The value of S_s used in Table 9.3.5.9.3 shall be 0.95 ~~obtained from the authority having jurisdiction~~ or derived from seismic hazard maps.

9.3.6.7

9.3.6.7 Drops and armovers less than 10 feet (3048 mm), as measured vertically, shall not require restraint. Drops and armovers of 10 feet (3048 mm) or longer, as measured vertically, shall require restraint. Horizontal portions of the pipe shall not be included when measuring pipe length to determine that restraint is required. Restraint may consist of wire wrap tied to any structural element, including ceiling tile grid, or any manner permitted by the *fire code official*.

10.1.2

10.1.2* All piping used in private fire service mains shall be rated for the maximum system working pressure to which the piping is exposed but shall not be rated at less than 150 psi (10 bar). When the underground piping can be supplied or pressurized by a Fire Department Connection (FDC), the underground piping shall be designed to withstand a working pressure of not less than 200 psi (Class 305), or 50 psi greater than the FDC design pressure, whichever is greater.

10.2.2

10.2.2 All fittings used in private fire service mains shall be rated for the maximum system working pressure to which the fittings are exposed, but shall not be rated at less than 150 psi (10 bar). When the underground piping can be supplied or pressurized by a Fire Department Connection (FDC), the underground piping shall be designed to withstand a working pressure of not less than 200 psi (Class 305), or 50 psi greater than the FDC design pressure, whichever is greater.

11.3.3.3

11.3.3.3 ~~If a single fire can be expected to operate sprinklers within the water curtain and within the design area of a hydraulically calculated system, t~~The water supply to the water curtain shall be added to the water demand of the hydraulic calculations and be balanced to the calculated area demand.

11.3.6

11.3.6 NONSTORAGE OCCUPANCIES WITH HIGH CEILINGS

11.3.6.1 Light and Ordinary Hazard Group 1 and 2 Occupancies with ceiling heights between 25 and 50 feet. Light and Ordinary Hazard 1 and 2 occupancies shall be designed to provide a minimum density of 0.10 gpm/ft^2, 0.15 gpm/ft^2 and 0.20 gpm/ft^2 respectively. The minimum design area shall be equal to the ceiling height times 100. The sprinkler system shall utilize listed quick response sprinklers with a K-factor of 11.2 or greater. The maximum sprinkler discharge pressure allowed is 30 psi.

11.3.6.2 Non-storage occupancies with ceiling heights over 50 feet. All structures, regardless of occupancy or hazard classification, with ceiling heights exceeding 50'-0", require a design analysis from a licensed Fire Protection Engineer. This analysis must be submitted to the Authority Having Jurisdiction for review and approval prior to the start of construction. Deluge systems shall be installed using sprinklers with a minimum k-factor of 11.2 with a maximum sprinkler discharge pressure of 30 psi.

11.3.6.3 Extra Hazard Occupancies with ceiling height over 25 feet. Extra Hazard occupancies with ceiling heights over 25 feet require a design analysis from a licensed Fire Protection Engineer. This analysis must be submitted to the Authority Having Jurisdiction for review and approval prior to the start of construction.

11.3.6.4 Exhibition Spaces and Stages with Fly Galleries. For design criteria for Exhibition Spaces and Stages with Fly Galleries, see Section 11.3.5.

11.3.7

11.3.7 SPRINKLER PROTECTION FOR EXHIBITION SPACES AND STAGES WITH FLY GALLERIES

11.3.7.1 Exhibition Spaces and Stages with Fly Galleries with ceiling heights up to 35 feet. Sprinkler systems protecting exhibition spaces and stages with fly galleries with ceiling heights up to 35 feet shall be designed to provide a minimum density of 0.30 gpm/ft^2. The minimum design area shall be 2,500 square feet. The sprinkler system shall utilize standard coverage quick response sprinklers with a k-factor of 8.0 or greater. The maximum sprinkler discharge pressure allowed is 30 psi. A hose stream demand of 500 gpm shall be provided.

11.3.7.2 Exhibition Spaces and Stages with Fly Galleries with ceiling heights between 35 and 60 feet. Sprinkler systems protecting exhibition spaces and stages with fly galleries with ceiling heights between 35 and 60 feet shall be designed to provide a minimum density of 0.45 gpm/ft^2. The minimum design area shall be 2,500 square feet. The sprinkler system shall utilize standard coverage quick response sprinklers with a k-factor of 11.2 or greater. The maximum sprinkler discharge pressure allowed is 30 psi. A hose stream demand of 500 gpm shall be provided.

11.3.7.3 Exhibition Spaces and Stages with Fly Galleries ceiling heights over 60 feet. Exhibition spaces and stages with fly galleries with ceiling heights exceeding 60'-0", require a design analysis from a licensed Fire Protection Engineer. This analysis must be submitted to the Authority Having Jurisdiction for review and approval prior to the start of construction. Deluge systems shall be installed using standard coverage sprinklers with a minimum k-factor of 11.2 with a maximum sprinkler discharge pressure of 30 psi. A hose stream of 500 gpm shall be provided.

22.15.2.2.1.3.1

22.15.2.2.1.3.1 Chute Sprinkler Supply. Sprinklers serving chutes shall be on separate dedicated supply risers.

23.4.1.7

23.4.1.7 The maximum velocity for use in hydraulic calculations shall be 32 ft/sec (9.8 m/sec).

23.4.1.8

23.4.1.8 Hydraulically calculated fire sprinkler systems shall be designed to ensure the required system pressure is a minimum of ten (10) psi below the available supply pressure.

25.5.1

25.5.1 The installing contractor shall identify a hydraulically designed sprinkler system with a machine-engraved ~~permanently marked~~ weatherproof metal or rigid plastic sign with capitalized lettering a minimum 14 point (¼ inch high) in Arial or similar font secured to the riser it serves with corrosion-resistant wire, chain, or other ~~approved~~ means approved by the AHJ. Such signs shall be placed at the alarm valve, dry pipe valve, preaction valve, or deluge valve supplying the corresponding hydraulically designed area. Signs located at the system control riser shall be allowed to be combined with the General Information Sign described in 25.6.

25.6.1.1 & 25.6.1.2

25.6.1.1 Such general information shall be provided with a ~~permanently marked~~ machine-engraved weatherproof metal or rigid plastic sign with capitalized lettering a minimum 14 point (¼ inch high) in Arial or similar font, secured with corrosion resistant wire, chain, or other acceptable means.

25.6.1.2 Such signs shall be placed at each system control riser, antifreeze loop, and auxiliary system control valve. Signs located at the system control riser shall be allowed to be combined with the Hydraulic Design Information Sign described in 25.5.

NFPA 13D

4.5

4.5 Working Plans ~~Documentation~~

~~Documentation shall be available on request to ensure adequate water supply, listed devices, and adequate sprinkler coverage have been addressed.~~

Working plans shall be drawn to an indicated scale, on sheets of uniform size, with a plan of each floor, and shall show those items from the following list that pertain to the design of the system:

1. Name of owner.
2. Location, including street address.
3. Point of compass.
4. Full height cross section.
5. Ceiling/roof heights and slopes not shown in the full height cross section.
6. Location of partitions, lintels, and doorways. Lintel openings require a cross section view to indicate the area of the opening.
7. Name and label for each area or room.
8. For systems supplied by city mains, location and size of city main in street, and location, size, and type of domestic line, including length to city connection, and water meter location and size. Static and residual hydrants that were used in flow tests shall be shown. The location of the 5 gpm domestic demand shall be indicated.
9. Make, type, model, temperature rating, nominal K-factor, and number of each type of sprinkler, including sprinkler identification number.
10. Pipe type and schedule of wall thickness.
11. Nominal pipe size and cutting lengths of pipe (or center-to-center dimensions). Where typical branch lines prevail, it shall be necessary to size only one typical line.
12. Location and size of riser nipples and drops.
13. Type of fittings and joints.
14. Type and locations of hangers, and methods of securing sprinklers when applicable.
15. Location and size of all valves and drain pipes.
16. Location and size of water gauges.
17. Where the equipment is to be installed as an addition to an existing system, enough of the existing system indicated on the plans to make all conditions clear.
18. A summary of the hydraulics, including the static pressure, residual pressure, and flow of the water supply, the pressure and flow demands at the point of connection to the water supply, and the pressure and flow demands at the bottom of the system riser.
19. Hydraulic reference points shown on the plan that correspond with comparable reference points on the hydraulic calculation sheets.
20. Relative elevations of sprinklers, junction points, and supply or reference points.
21. A graphic representation of the scale used on all plans.
22. Name, address, phone number, and contractor's license number of contractor.
23. Nevada State Fire Marshal registration number.
24. Signature and NICET number, or engineer's seal, of the designer.
25. Indicate by note the minimum rate of water application per sprinkler head, the maximum spacing for each head, and the domestic demand.
26. Information about antifreeze solution used. Indicate the type of antifreeze used, the amount of antifreeze in the system, and information about antifreeze compatibility with the pipe.
27. General notes as required by the AHJ.
28. Edition year of NFPA 13D to which the sprinkler system is designed.
29. Utility plans and/or plumbing plans necessary to show connection from water supply to fire sprinkler system.

6.2.3.1

6.2.3.1 The control valve shall be required ~~permitted~~ to serve the domestic water supply.

6.3.1

6.3.1 A multipurpose piping system shall be installed in accordance with 6.3.2 through ~~6.5.3~~ 6.6.8

6.5

6.5 ~~Common Supply Pipes~~ Passive Purge Multipurpose Systems. Passive purge multipurpose systems shall supply a minimum of one toilet fixture. These systems may be used both with a single-outlet meter or a dual-outlet water meter, which may be required by the water purveyor. Such systems shall be considered acceptable by this standard where designed in accordance with 6.5.1 through 6.5.8.

6.5.1 ~~Where common supply pipes serve both fire sprinkler and domestic use, they shall comply with 6.5.2 and 6.5.3.~~ An accessible check valve shall be installed on the fire sprinkler riser to maintain system pressure.

6.5.2 (*No Change*)

6.5.3 Where a single-outlet meter is provided, a common underground supply for both domestic and fire sprinkler needs is permitted. No separate control valve controlling only the fire sprinkler system shall be permitted. The domestic supply shall serve all domestic fixtures except for the toilet in the master bathroom.

~~**6.5.3** Where water treatment and filtration are installed, one of the following conditions shall be met:~~

~~a. The flow restriction and pressure loss through the water treatment equipment shall be taken into account in the hydraulic calculations.~~
~~b. An automatic bypass shall be installed around the water treatment equipment that directs all water directly to the system.~~

6.5.4 Where a dual-outlet meter is provided, the fire sprinkler system shall be piped separately from the domestic system starting at the discharge side of the water meter. There shall be no separate control valve that controls only the fire sprinkler system (See UDACS for details). The domestic supply shall serve all hot water fixtures, and all cold water fixtures except for the toilet in the master bathroom.

6.5.5 The installation of a backflow preventer, water treatment and filtration device, or a pressure reducing valve between the water meter and the fire sprinkler system is prohibited.

6.5.6 The fire sprinkler system piping shall be designed as a looped system, with vertical and horizontal looping, in a manner that water circulates throughout the system. Dead-end supply lines off of the loop to individual sprinkler heads shall be permitted where each individual dead end does not exceed 50 feet in total length.

6.5.7 A supply line from the sprinkler system loop shall feed into the toilet in the master bathroom.

6.5.8 A pressure gauge shall be installed on the supply side of the check valve

6.6

6.6 Network Multipurpose Systems. Network multipurpose systems shall provide supply for all interior domestic fixtures and fire sprinkler needs. This design may be used with a single-outlet meter, but is prohibited from use with a dual-outlet meter, which may be required by the water purveyor. Such systems shall be considered acceptable by this standard where designed in accordance with 6.6.1 through 6.6.8

6.6.1 In common water supply connections serving more than one dwelling unit, 5 gpm (19 L/min) shall be added to the sprinkler system demand to determine the size of common piping and the size of the total water supply

requirements where no provision is made to prevent flow into the domestic water system upon operation of a sprinkler.

6.6.2 Where a single-outlet meter is provided, a common underground supply for both domestic and fire sprinkler needs is required. No separate control valve controlling only the fire sprinkler system shall be permitted. The network system shall serve all cold water domestic fixtures served by the water softener loop and all fire sprinklers.

6.6.3 Where a dual-outlet meter is provided, the use of a network system is prohibited. System design shall be in accordance with 6.5.

6.6.4 The fire sprinkler system piping shall be designed as a networked system, with interconnection of all domestic fixtures and fire sprinkler heads, in a manner that water circulates throughout the system when any domestic fixture is flowing. Dead-end supply lines shall only be permitted to supply domestic fixtures.

6.6.5 Where required by the *fire code official*, networked systems shall be performance tested to prove one-head and two-head flow scenarios, in addition to other inspections and approvals required by this code. Testing shall replicate the effect of devices that restrict flow and pressure, such as water filtration systems, water softeners and pressure reducing valves.

6.6.6 A warning sign, with minimum ¼ in. (6.4 mm) letters, shall be affixed adjacent to the main shutoff valve and state the following:

> **Warning:** The water system for this home supplies fire sprinklers that require certain flows and pressures to fight a fire. Devices that restrict the flow or decrease the pressure or automatically shut off the water to the fire sprinkler system, such as water softeners, filtration systems, and automatic shutoff valves, shall not be added to this system without a review of the fire sprinkler system by a fire protection specialist. Do not remove this sign.

6.6.7 Where water treatment and filtration loops are installed, the network sprinkler design shall incorporate one of the following conditions:

1. The flow restriction and pressure loss through the water treatment equipment shall be taken into account in the hydraulic calculations.
2. An automatic bypass shall be installed around the water treatment equipment that directs all water directly to the system.

6.6.8 A pressure gauge shall be installed on the supply side of the dwelling unit control valve in the garage or other accessible location. Where a pressure reducing valve is installed after the control valve, the pressure gauge shall be installed on the outlet side of the pressure reducing valve.

7.1.1

7.1.1 A single control valve arranged to shut off both the domestic system and the sprinkler system shall be installed ~~unless a separate shutoff valve for the sprinkler system is installed in accordance with 7.1.2~~.

7.1.2

7.1.2 The sprinkler system piping shall not have a separate control valve installed. ~~unless supervised by one of the following methods:~~

~~(1) Central station, proprietary, or remote station alarm service~~
~~(2) Local alarm service that causes the sounding of an audible signal at a constantly attended location~~
(3) ~~Valves that are locked open~~

7.5.6.1.1

7.5.6.1.1 Temperature ratings for sprinklers stored or installed in unconditioned environments where the maximum ambient temperature exceeds 100ºF (38ºC) shall comply with 7.5.6.2.

7.7

7.7 ~~Attics.~~ Unconditioned Spaces
When nonmetallic piping is installed in unconditioned spaces ~~attics~~, the piping shall be insulated or covered with insulation to a minimum of R-2 level. ~~Adequate i~~Insulation shall be provided on the unconditioned space ~~attic~~ side of the piping to avoid exposure of the piping to temperatures in excess of the pipe's rated temperature.

8.1.3.1.2

8.1.3.1.2 Where construction features or other special conditions exist that are outside the scope of sprinkler listings, listed sprinklers shall be permitted to be installed beyond their listing limitations, provided the installation conforms to a modification or alternative materials and methods report that has been approved by the authority having jurisdiction.

8.3.4.1

8.3.4.1 Attached garages with any habitable rooms above shall be required to be protected with fire sprinklers.

8.4

8.4 Fire Sprinkler Protection for Group R Division 3 Occupancies and buildings built under the IRC (Excluding Group Care Homes)
8.4.1 General. When a residential fire sprinkler system is being installed, whether to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, or when required by code, the design requirements for an NFPA 13D system shall be applied.

1. This system constitutes a building "protected with an approved fire sprinkler system" per the IFC.
2. Free-standing detached buildings with one or more sleeping rooms shall be protected by an NFPA 13D system with sprinkler coverage in all garages, bathrooms and closets.
3. Buildings with garage and living areas under roof over 3,600 sq.ft. shall be protected by an NFPA 13D system with sprinkler coverage in all garages, bathrooms and closets.
4. Water meters used for residential fire sprinkler systems shall be residential fire service meters or other meters approved by the water purveyor.

12.1

12.1 General. The installer shall provide to the owner/occupant instructions on inspecting, testing, and maintaining the system. This shall include a copy of the approved fire sprinkler shop drawings.

NFPA 13R

1.1

1.1 Scope
This standard shall cover the design and installation of automatic sprinkler systems for protection against fire hazards in residential occupancies up to and including two ~~four~~ stories in height in buildings not exceeding 60 ft (18 m) in height above grade plane. Residential occupancies three or more stories in height shall be protected throughout in accordance with NFPA 13.

5.1.3

5.1.3 Rated Pressure. System components shall be rated for the maximum system working pressure to which they are exposed but shall not be rated at less than 175 psi (12.1 bar) for components installed aboveground and 150 psi (10.4 bar) for components installed underground between the water supply and the system riser. When the underground piping can be supplied or pressurized by a Fire Department Connection (FDC), the underground piping shall be designed to withstand a working pressure of not less than 200 psi (Class 305), or 50 psi greater than the system design pressure, whichever is greater.

6.4.4

6.4.4 Where construction features or other special conditions exist that are outside the scope of sprinkler listings, listed sprinklers shall be permitted to be installed beyond their listing limitations, provided the installation conforms to a modification or alternative materials and methods report that has been approved by the authority having jurisdiction.

6.6.4

6.6.4 Sprinklers shall be installed in any closet used for heating and air-conditioning equipment, washers, dryers, ~~or~~ water heaters, ~~except as permitted by 6.6.7~~ or containing fuel-fired equipment.

6.6.7

6.6.7 Sprinklers shall not be required in closets (regardless of size) on exterior balconies and exterior breezeways/corridors, regardless of size, as long as the closet does not have doors or unprotected penetrations directly into the dwelling unit, and as long as the closet does not contain fuel-fired equipment.

6.7.2.2.1

~~**6.7.2.2.1** Where listed heat tracing systems are used, they shall be supervised.~~

6.7.2.2.1.1

~~**6.7.2.2.1.1** Electric supervision of the heat tracing system shall provide positive confirmation that the circuit is energized.~~

6.7.2.2.2

~~**6.7.2.2.2** Where listed heat tracing is utilized for branch lines, it shall be specifically listed for use on branch lines.~~

6.7.2.2.3

~~**6.7.2.2.3** Heat tracing systems shall be supervised by one of the following methods:~~

~~(1) Central station, proprietary, or remote station signaling service~~

~~(2) Local signaling service that will cause a signal at a constantly attended location~~

6.7.2.3.2

6.7.2.3.2 Where water supplies are known to have unusual corrosive properties and threaded or cut-groove steel pipe is to be used, wall thickness shall be in accordance with Schedule 30 [in sizes 8 in. (200 mm) or larger] or Schedules 40 [in sizes less than 8 in. (200 mm)]. Piping shall have corrosion resistance ratio (CRR) of 1 or more.

6.8.2

6.8.2 The sprinkler system piping shall not have a separate control valve installed unless supervised by a ~~one of the following methods:~~

(1) Central station, proprietary, or remote station alarm service.

~~(2) Local alarm service that causes the sounding of an audible signal at a constantly attended location~~

~~(3) Valves that are locked open~~

6.15

~~**6.15 Drop-Out Ceilings.** Drop-out ceilings shall be permitted to be installed beneath sprinklers where ceilings are listed for that service and are installed in accordance with their listings.~~

8.1.7

8.1.7 Working plans shall be drawn to an indicated scale, on sheets of uniform size, with a plan of each floor, and shall show those items from the following list that pertain to the design of the system:

(1) Project name/name of owner and occupant
(2) Location, including street address
(3) Point of compass
(4) Ceiling construction
(5) Full height cross-section or schematic diagram, including structural member information if required for clarity and including ceiling construction and method of protection for nonmetallic piping
(6) Ceiling/roof heights and slopes not shown in the full height cross section
(7) Location of partitions and fire walls, including lintels and doorways. Lintel openings require a cross section view to indicate the area of the opening
(8) Location and size of concealed spaces, attics, closets, and bathrooms
(9) Any small enclosures in which no sprinklers are to be installed
(10) Size of city main in street and the city main test results including elevation of the test hydrant. Indicate whether dead end or circulating, and, if dead end, the direction and distance to nearest circulating main
(11) Make, manufacturer, model, type, temperature rating, sprinkler identification number, ~~and~~ nominal K-factor and orifice size of the sprinkler, and the quantity of each sprinkler installed
(12) Type and location of high-temperature sprinklers
(13) Number of sprinkler on each riser, per floor
(14) Type ~~Kind~~ and location of ~~alarm bells~~ horn/strobes
(15) Type of pipe and fittings
(16) Pipe type and schedule of wall thickness
(17) Type of protection for nonmetallic pipe
(18) Location and size of riser nipples
(19) Type of fittings and joints and the location of all welds and bends
(20) Type and locations of hangers, sleeves, braces, and methods of securing sprinklers, where applicable
(21) All control valves, check valves, drain pipes, and test connections
(22) Underground pipe size, length, location, weight, material, and point of connection to city main; type of valves, meters, and valve pits; and depth at which the top of the pipe is laid below grade.
(23) Name, ~~and~~ address, phone number, and contractor's license number of sprinkler contractor
(24) Nominal pipe size with lengths shown to scale
(25) Where the equipment is to be installed as an addition to an existing system, enough of the existing system indicated on the plans to make all conditions clear
(26) A graphic representation of the scale used on all plans
(27) Hydraulic reference points shown on the plan that correspond with comparable reference points on the hydraulic calculation sheets
(28) The minimum rate of water application and the design area of water application
(29) The total quantity of water and the pressure required noted at a common reference point for each system. For hydraulically designed systems, the information on the hydraulic data nameplate
(30) Relative elevations of sprinklers, junction points, and supply or reference points
(31) Information about backflow preventers (manufacturer, size, type)
(32) Information about antifreeze solution used (type and amount)
(33) Size and location of hydrants, showing size and number of outlets; static and residual hydrants that were used in flow tests or models shall be shown

(34) Size, location, and piping arrangement of fire department connections
(35) Location of fuel-fired equipment and heating and air-conditioning equipment
(36) Locations of closets on exterior balconies, and any doors or penetration between the closet and the dwelling unit
(37) Edition year of NFPA 13R to which the sprinkler system is designed
(38) Occupancy, label, and name for each area or room
(39) Make, type, model, and size of alarm or dry pipe valve
(40) Approximate capacity in gallons of each dry pipe system
(41) Nevada State Fire Marshal registration number
(42) Signature and NICET number, or engineer's seal, of the designer
(43) General notes as required by the AHJ

NFPA 14

4.2.3.2

4.2.3.2 Where system pressures exceed 300 psi, piping expected to experience greater than 300 psi at zero flow shall be rated for the pressures expected, and have minimum nominal pipe wall thickness in accordance with Schedule 40.

4.6.1.1.1

4.6.1.1.1 Within the cabinet, the hose connections shall be located so that there is at least 2 in. (50 mm) between any part of the cabinet, other than the door and the handle of the valve when the valve is in any position ranging from fully open to fully closed, and 6 in (150 mm) clearance around the circumference of outlet/cap to any part of the cabinet.

4.8.2

4.8.2 Unless the requirements of 4.8.2.1 or 4.8.2.2 are met, the fire department connection shall have at least two 2 ½ inch (65 mm) internal threaded fittings having NHS threads, as specified in NFPA 1963. Fire Department Connections shall be provided with internal check valve(s) such that water being supplied into any inlet will not flow back out of any other inlet. For the purposes of this section, internal clapper valve devices provided by the manufacturer in listed Fire Department Connections shall be considered internal check valves. *(See Section 7.7 and 7.12 for design requirements)*

6.3.2.1

6.3.2.1 Individual hose valves fed from the feed main shall each be provided with an isolation valve, such that maintenance of the individual hose valve can be accomplished without interrupting the supply to standpipes fed from the feed main.

6.3.7.1

6.3.7.1 System water supply valves, isolation control valves, and other valves in feed mains shall be electrically supervised in an approved manner in the open position by ~~one of the following methods:~~

~~(1) A~~ a central station, proprietary, or remote station signaling service

~~(2) A local signaling service that initiates an audible signal to a constantly attended location~~

~~(3) Locking of valves in the open position~~

~~(4) Sealing of valves and an approved weekly recorded inspection where valves are located within fenced enclosures under the control of the owner~~

6.4.5.3.1

6.4.5.3.1 Signs shall have a red background and be professionally engraved with white lettering a minimum of 1 in. (25.4 mm) in height, with a minimum stroke of ¼ in. Signs shall consist of durable, weatherproof materials, subject to approval by the authority having jurisdiction.

7.2.3.2

7.2.3.2 Where the static pressure at a 2½ in. (65mm) hose connection exceeds 200 psi (13.9 bar) ~~175 psi (12.1 bar)~~, a listed pressure regulating device shall be provided to limit static and residual pressures at the outlet of the hose connection to no more than 200 psi (13.9 bar) ~~175 psi (12.1 bar)~~.

7.2.3.4

7.2.3.4 Where hose valve pressure regulating devices are installed on 2 ½ in. (65 mm) outlets, they shall be field adjustable, capable of being adjusted through the full adjustment range by a 3/8 in. (12 mm) rod with a maximum required torque of 30 foot-pounds (41 nm) while flowing water. Field adjustment shall not require any hose valve disassembly.

7.2.4

7.2.4 Where more than two hose connections are used downstream of a pressure-regulating device, the following conditions shall apply:

(1) In systems with multiple zones, pressure-regulating device(s) shall be permitted to be used in lieu of providing separate pumps to control pressure in the lower zone(s) as long as the devices comply with all requirements in 7.2.4. For each pressure-regulating device provided, a secondary pressure-regulating device matching the primary device shall be provided in parallel configuration.

(2) A method to isolate each of the pressure-regulating device(s) shall be provided for maintenance and repair by providing control valves on the supply and discharge side of each pressure-regulating device, in a manner where only the device being maintained and repaired is out of service.

(3) Regulating devices shall be arranged so that the failure of any single device does not allow pressure in excess of 200 ~~175~~ psi (13.9 ~~12.1~~ bar) to any of the multiple hose connections downstream.

(4) An equally sized bypass around the pressure regulating device(s), with a normally closed valve, shall be installed.

(5) Pressure-regulating device(s) and the bypass valve shall be installed not more than 7ft 6in (2.31 m) above the floor.

(6) The pressure-regulating device shall be provided with inlet and outlet pressure gauges.

(7) The fire department connection(s) shall be connected between the system fire pump(s) and the pressure-regulating device(s) and shall be sized and designed to allow the fire department connection to match the pressure and flow from the fire pump ~~to the system side of the outlet isolation valve.~~

(8) The pressure-regulating device shall be provided with a pressure relief valve sized for the full anticipated system flow and capable of maintaining downstream system pressures below the maximum pressure ratings for all system components ~~in accordance with manufacturer recommendations~~.

(9) Remote monitoring and supervision for detecting high pressure failure of the pressure-regulating device shall be provided in accordance with *NFPA 72*.

(10) A drain sufficient to allow flow of the full anticipated system flow shall be provided adjacent to the pressure-regulating devices. Use of this drain line for discharge from the pressure relief valve shall be permitted.

7.3.2.10

7.3.2.10 Additional hose connections shall be provided in unsprinklered buildings ~~where the distance from connections required by 7.3.2.1 through 7.3.2.3 to the most remote portion or story exceeds 150 ft (45.7 m).~~ so that all floor areas of the floor or story are protected by hose valve coverage, with travel distance limited to 100 feet of hose and 30 feet of stream from each hose valve connection

7.3.2.11

7.3.2.11 Additional hose connections shall be provided in buildings sprinklered in accordance with NFPA 13 or NFPA 13R ~~where the distance from connections required by 7.3.2.1 through 7.3.2.3 to the most remote portion or story exceeds 200 ft (61 m).~~ so that all floor areas of the floor or story are protected by hose valve coverage, with travel distance limited to 100 feet of hose and 30 feet of stream from each hose valve connection

7.3.3.1

7.3.3.1 Class II systems shall be provided with 1½ in. (40 mm) hose stations so that all portions of each floor level of the building or area thereof required to be protected are within 130 ft (39.7 m) of a hose connection provided with 1½ in. (40 mm) hose ~~or within 120 ft of a hose connection provided with less than 1 ½ in (40 mm) hose~~.

7.4

7.4 Number of Standpipes. Separate standpipes shall be provided in each required exit stairway. Scissor stairs having two separate landings on each level shall be provided with a separate hose connection on each stair landing.

7.8.1

7.8.1 Minimum Design Pressure for Hydraulically Designed Systems. Hydraulically designed standpipe systems shall be designed to provide the waterflow rate required by Section 7.10 at a minimum residual pressure of 125 psi ~~100 psi~~ (8.6 ~~6.9~~ bar) at the outlet of the hydraulically most remote 2 ½ in. (65 mm) hose connection and 65 psi (4.5 bar) at the outlet of the hydraulically most remote 1 ½ in. (40 mm) hose station.

7.8.1.2

7.8.1.2 Manual standpipe systems shall be designed to provide 125 psi (8.6 bar) ~~100 psi (6.9 bar)~~ at the topmost outlet with the calculations terminating at the fire department connection.

7.11.1.1.1

7.11.1.1.1 The drain riser connections shall be located on ~~at least~~ every ~~other~~ floor with a hose valve pressure-regulating device. A drain connection shall be provided adjacent to every hose valve pressure-regulating device, even if the pressure-regulating device is not on a vertical standpipe riser.

8.1.2

8.1.2 Working plans shall be drawn to an indicated scale, on sheets of uniform size, and shall show those items from the following list that pertain to the design of the system:

(1) Name of owner(s) and occupant(s)
(2) Location, including street address
(3) Point of Compass
(4) Name, address, phone number, and contractor's license number of installing contractor
(5) For automatic and semiautomatic standpipe systems, the following:
    (a) Size of city main in street and whether dead end or circulating; if dead end, direction and distance to nearest circulating main
    (b) City main test results and system elevation relative to test hydrant
(6) For automatic and semiautomatic standpipe systems, other sources of water supply, with pressure and elevation including water storage tanks and fire department connections
(7) Approximate capacity of each dry system
(8) For automatic and semiautomatic standpipe systems, water supply capacity information, including the following:
    (a) Location and elevation of static and residual test gauge with relation to the riser reference point
    (b) Flow location
    (c) Static pressure [psi (bar)]
    (d) Residual pressure [psi (bar)]
    (e) Flow [gpm (L/min)]
    (f) Date
    (g) Time
    (h) Name of person who conducted the test or supplied the information
    (i) Other sources of water supply, with pressure or elevation
(9) Pipe type and schedule of wall thickness
(10) Nominal pipe size and cutting lengths of pipe (or center-to-center dimensions)
(11) Manufacturer and type of fittings and joints and location of all welds and bends
(12) Type and location of hangers, sleeves, braces, ~~and~~ methods of securing pipe, and seismic calculations
(13) All control valves, check valves, drain pipes, and test connections
(14) Make, type, model and size of alarm, dry pipe, or deluge valve
(15) Type and location of alarms
(16) Size and location of standpipes, hose outlets, hand hose, nozzles, cabinets, and related equipment with details from the manufacturer including model numbers and sizes
(17) Information on the hydraulic data plate
(18) Hydraulic reference points shown on plan including the top view, section view, and isometric view, that correspond with comparable reference points on the hydraulic calculation sheets
(19) The setting for pressure-reducing and pressure-restricting valves including direct-acting and pilot-operated valves, and provide a detail for each unique installation configuration
(20) For automatic and semiautomatic standpipe systems, size and location of hydrants, including static and residual hydrants used in flow test
(21) Size, location, and piping arrangement of fire department connections with details of the connection
(22) Scale and graphical representation of the scale
(23) Hose valve manufacturer and model
(24) Pressure-reducing valve(s) manufacturer and model
(25) Required pressure at hose outlet
(26) Location of hose valves used in hydraulic calculations
(27) Standpipe system demand (flow and pressure) at the following locations:
    (a) Fire department connection (FDC) inlet
    (b) Fire pump discharge flange
    (c) Water supply truck discharge
    (d) Water supply source if different from (a) through (c)
(28) Provide a detailed narrative describing the scope of work to be conducted including the system type and class, minimum and maximum pressure requirements, the type of freeze protection if applicable, the total quantity of hose valves being installed, and the pressure required for the hydrostatic test, being 200 psi or 50 psi above pump churn pressure, whichever is higher
(29) Nevada State Fire Marshal registration number

(30) Signature and NICET number, or engineer's seal, of the designer
(31) General notes as required by the AHJ
(32) Provide an isometric view showing the entire system in one view including hydraulic reference points
(33) Full height cross section with ceiling construction
(34) Location of fire walls, partitions, and horizontal exits
(35) Label and name of each area or room
(36) Underground pipe size, length, location with respect to the building, weight, material, and point of connection to city main; type of valves, meters, and valve pits; and depth at which the top of the pipe is laid below grade
(37) Provide information regarding the fire pump, as applicable
(38) Provide a detail of each required sign
(39) Plan view shall show supply and drain pipe layout, pipe dimensions, attachments, braces, hangers, standpipe hose outlets, hydraulic nodes, and the coverage area from each hose valve to the remote areas of the floor plan. The coverage area shall be shown on plans and be measured along the path of travel from hose valves, around walls and through doors, to the most remote areas of the floor. The 30 feet distance assigned to the hose stream shall not be allowed to bend or turn
(40) Provide a detail of Class I, Class II, or Class III hose valves located in cabinets. The cabinet size and the placement of items within the cabinet shall be such to provide minimum clearances of 6 inches perpendicularly from the face of the valve, 1 inch around the circumference of the valve, and 6 inches around the circumference of the hose outlet cap.
(41) Where the equipment is to be installed is an addition to an existing system, enough of the existing system indicated on the plans to make all conditions clear
(42) Provide details for penetrations of standpipe piping through walls, floors, and other structural members. Show detail to note clearances around the piping and/or locations of flexible connections
(43) Provide details for all penetrations in rated walls and floors, providing information regarding the method of maintaining fire rating of the wall or floor
(44) Where direct-acting pressure regulating hose valves are provided anywhere in the building, provide a chart on the plans. The chart shall have eight columns, as follows:
    a. Floor Level – Provide numerical designation for all floor levels in the building
    b. Static Pressure, Inlet – Indicate the static pressure at the inlet of the hose valve on all floor levels. Provide a supporting hydraulic calculation at zero flow with churn pressure, providing a node at the hose valve on each floor level to indicate the static pressure at each hose valve.
    c. Residual Pressure, Full Flow, Inlet – Indicate the residual pressure at the inlet of hose valves on each floor. Provide a supporting hydraulic calculation at full standpipe design flow per NFPA 14 (750 or 1,000 gpm), providing a node on each floor level to indicate the residual pressure at each hose valve.
    d. Residual Pressure, 250-gpm flow, inlet - Indicate the residual pressure at the inlet of hose valves on each floor while flowing 250 gpm. Provide a supporting hydraulic calculation at 250 gpm flow at the most remote standpipe outlet, providing a node on each floor level of the most remote standpipe to indicate the residual pressure at each hose valve.
    e. Valve Make and Model – Indicate the manufacturer of the valve on all floors, and the model number for the specific valve. Provide supporting manufacturer specifications.
    f. Valve Setting – Indicate the hose valve setting or bonnet number proposed for each valve. The setting or bonnet number must be associated with the manufacturer specifications for the valve.
    g. Residual Pressure, Full Flow, Outlet – Indicate the residual outlet pressure at the outlet of the hose valve under the full-flow condition. For PRV installations, the residual pressure is taken from pressure relation charts provided by the manufacturer. For non-PRV installation, the residual pressure is taken by analysis of the equivalent lengths of the fittings and the hose valve.
    h. Residual Pressure, 250-gpm flow, Outlet - Indicate the residual outlet pressure at the outlet of the hose valve when flowing 250 gpm. This is necessary to establish the residual pressure expected during field inspection. For PRV installations, the residual pressure is taken from pressure relation charts provided by the manufacturer.
(45) Edition year of NFPA 14 to which the standpipe system is designed

11.5.5.1.2

11.5.5.1.2 A permanent sign, engraved on metal, shall be posted on the Pressure Reducing Station showing the system set inlet and outlet pressures and flow of the device.

12.7.2

12.7.2 Where temporary standpipes normally contain water, the piping shall be protected against freezing, unless otherwise approved by the authority having jurisdiction.

NFPA 20

4.11.1.1

4.11.1.1 A liquid-filled pressure gauge having a dial not less than 3.5 in. (89 mm) in diameter shall be connected near the discharge casting with a 0.25 in. (6 mm) gauge valve.

4.11.2.1

4.11.2.1 Unless the requirements of 4.11.2.4 are met, a liquid-filled gauge having a dial not less than 3.5 in. (89 mm) in diameter shall be connected to the suction pipe near the pump with a 0.25 in. (6 mm) gauge valve.

4.15.4.1

4.15.4.1 ~~Where the suction supply is of sufficient pressure to be of material value without the pump~~, ~~the~~ All pumps supplied by municipal water supply shall be installed with a bypass. *(See Figure A.4.15.4.)*

9.3.4

9.3.4 When provided, the alternate source of power shall be supplied from one of the following sources:

(1) A generator installed in accordance with Section 9.6.

(2) One of the sources identified in 9.2.2(1), 9.2.2(2), 9.2.2(3), or 9.2.2(5) where the power is provided distinctly independent of the normal source of power. Any connections to the public utility shall be considered a single source of power and subsequently cannot be utilized as both normal power and the alternate (backup) power.

10.2.1

10.2.1 Controllers shall be located as close as is practical to the motors they control and shall be within sight of the motors. Controllers shall be readily accessible and have clear access to the entrance to the room.

10.4.7.1.1

10.4.7.1.1 Where the fire pump serves a building equipped with a Fire Command Center, the signal(s) required remote from the controller shall be indicated both on a dedicated panel provided by the fire pump manufacturer and on the fire alarm control panel.

12.2.1

12.2.1 Controllers shall be located as close as is practical to the motors they control and shall be within sight of the motors. Controllers shall be readily accessible and have clear access to the entrance to the room.

12.4.2.1.1

12.4.2.1.1 Where the fire pump serves a building equipped with a Fire Command Center, the signal(s) required remote from the controller shall be indicated both on a dedicated panel provided by the fire pump manufacturer and on the fire alarm control panel.

NFPA 22

5.1.1.1

5.1.1.1 Steel tanks shall be designed in accordance with AWWA D100, *Welded Steel Tank for Water Storage*, 2011, or AWWA D103, *Factory-Coated Bolted Steel Tanks for Water Storage*, 2014.

14.4.1

14.4.1 A permanent pipe connected to a water supply shall be provided to fill the tank, except as provided in 14.4.1.1. Where the tank serves as a break tank between the city supply and fire pump(s), the fill shall be through automatic fill valves that are tied to water level sensors, and a bypass line of equal size with a normally closed control valve shall be provided.

14.4.2

14.4.2 The means to fill the tank shall be sized in accordance with 4.2.1.4. Where the tank serves as a break tank between the city supply and building fire pump(s), the means to fill the tank shall be automatic and shall provide supply flow equal to 150% of the fire pump rated flow.

14.6.1.1

14.6.1.1 Discharge. The overflow pipe shall discharge water to a drain with flow capacity equal to or greater than the fill line supply flow, or to an approved exterior location subject to approval by the authority having jurisdiction.

14.9.1

14.9.1 Provisions shall be made for the installation of sensors in accordance with *NFPA 72* for two critical water temperatures and two critical water levels and two critical pressure readings (for pressure tanks only).

14.9.1.1 Where the water storage tank acts as a break tank between the city supply and fire pump(s), water level sensors shall be provided. A minimum of three sensor levels shall be provided. Two sensor levels shall activate the turn-on/turn-off of the fill valve. The third sensor level shall indicate a low level alarm. The sensor that opens the fill control valve shall be set 5 inches (127 mm) below normal (full) level, or at 90% of the normal (full) volume, whichever leaves the greater volume in the tank. The sensor that closes the fill control valve shall be set at normal (full) level. The sensor that signals a low alarm shall be set 12 inches (300 mm) below normal (full) level, or at 70% of the normal (full) volume, whichever leaves the greater volume in the tank. The low level alarm shall be transmitted to a constantly attended location to initiate response to the fill control bypass valve

NFPA 24

6.6.2

6.6.2 A sectional valve shall be provided at the following locations:

(1) On each bank on a river, pond, or lake where a main crosses water

(2) Outside the building foundation(s) where a main or a section of a main is installed under a building

(3) On the underground line where there are two sources of water, after every 2 fire hydrants or building fire sprinkler connections

NFPA 72

10.4.4

10.4.4* In areas that are not continuously occupied, automatic smoke detection shall be provided at the location of each fire alarm control unit(s), notification appliance circuit power extenders, and supervising station transmitting equipment to provide notification of fire at that location.

Exception No. 1: Where ambient conditions prohibit installation of automatic smoke detection, automatic heat detection shall be permitted.

Exception No. 2: Dedicated function sprinkler monitoring systems shall not be required to have smoke detectors installed above the dedicated function control unit.

12.2.4

12.2.3* The installation of all pathway wiring, cable and equipment shall be in accordance with *NFPA 70, National Electric Code* and the applicable requirements of 12.2.3.1 through 12.2.3.3. In all occupancies, other than residential two stories or less, all wiring, including optical fiber cables, shall be in enclosed metallic conduit or shall be MI, MC, or AC cable. (SIG-FUN)

18.3.2.4

18.3.2.4 Voltage drop calculations shall be performed using one of the following methods:

(1) The lump sum calculation method, which shall be calculated as follows:

(a) Calculate the voltage drop using one of these formulas:

i. $V_D = I * ((R * 2 * L)/1{,}000)$ **OR**

ii. $V_D = (2 * K * I * L)/CM$.

(b) Subtract this calculated voltage drop from 20.4 volts (V_S) in order to get the voltage value at the end of the circuit ($V_S - V_D = V_{EOL}$). The value for V_{EOL} shall be a minimum of 16 volts (the minimum operating voltage required for a listed 24 vdc notification device).

(2) The point-to point method, which requires a math-intensive approach where the voltage drop between each notification appliance is reiterated. This method is best done by utilizing a spreadsheet program. The calculated voltage at the last device on the circuit shall be a minimum of 16 volts (the minimum operating voltage required for a listed 24 vdc notification device).

Where:

V_D = Voltage Drop

V_S = Starting voltage (20.4vdc, or the end of useful battery life)

V_{EOL} = Voltage at the end-of-line resistor

I =Total load of the circuit in amperes utilizing current draws for each notification appliance @ 16vdc (the UL maximum draws at the minimum listed voltage).

R = Resistance in ohms per 1,000 feet, with respect to conductor

K = 10.64 ohms (the constant representing the mil-foot resistance of copper wire)

L = length of circuit in feet (distance from panel to end-of-line resistor for class B circuits)

CM = circular mill of wire, with respect to conductor.

V_{SOURCE} = voltage calculated at the previous device

Conductor Properties NEC Chapter 9 Table 8 (Uncoated Copper), see AHJ for other values

Wire	R (1-Strand / 7 Strand)	CM
No 18	7.77 / 7.95	1,620
No 16	4.89 / 4.99	2,580
No 14	3.07 / 3.14	4,110
No 12	1.93 / 1.98	6,530

18.4.1.4

18.4.1.4 Audible notification appliances for alert and evacuation signal tones shall meet the requirements of 18.4.1.5. ~~18.4.3 (Public Mode Audible Requirements), 18.4.4 (Private Mode Audible Requirements), 18.4.5 (Sleeping Area Requirements), or 18.4.6 (Narrow Band Tone Signaling for Exceeding Masked Thresholds), as applicable.~~

Note: Sections 18.4.1.4.1 through 18.4.1.4.5 remain unchanged.

18.4.1.5

18.4.1.5 The tone portion of ~~v~~Voice messages shall ~~not~~ be required to meet the audibility requirements of IFC 907.5.2.1.1. 18.4.3 (Public Mode Audible Requirements), 18.4.4 (Private Mode Audible Requirements), 18.4.5 (Sleeping Area Requirements), or 18.4.6 (Narrow Band Tone Signaling for Exceeding Masked Thresholds), but The voice portion of voice messages shall meet the intelligibility requirements of 18.4.10 where voice intelligibility is required.

18.4.2.4

18.4.2.4 The standard evacuation signal shall be synchronized within a notification zone.

Exception: *Where a portion of a room or space is remodeled and new or existing audible devices are within the area of the remodel, such audible devices are required to synchronize with each other, but are not*

required to synchronize with existing audible devices within the notification zone if the existing audible devices are outside of the remodel area.

18.5.5.4.2

18.5.5.4.2 Visible notification appliances shall be installed in accordance with Table 18.5.5.4.1(a) or Table 18.5.5.4.1(b) using one of the following:

(1) A single visible notification appliance
(2)*Two groups of visible notification appliances, where visual appliances of each group are synchronized, in the same room or adjacent space within the field of view. This shall include synchronization of strobes operated by separate systems
(3) More than two visible notification appliances or groups of synchronized appliances in the same room or adjacent space within the field of view that flash in synchronization

Exception: Where a portion of a room or space is remodeled and new or existing strobes are within the area of the remodel, such strobes are required to synchronize with each other, but are not required to synchronize with existing strobes in the field of view if the existing strobes are outside of the remodel area and were installed prior to the adoption of the 1996, or later, edition of NFPA 72.

18.5.5.6.2

18.5.5.6.2 Documentation provided to the authority having jurisdiction shall be stamped by a licensed engineer or prepared by a NICET Level IV fire alarm designer and shall include the following:

(1) Inverse Square Law calculations using each of the vertical and horizontal polar distribution angles in ANSI/UL 1971, *Standard for Safety Signaling Devices for Hearing Impaired,* or equivalent.

(2) The calculations shall account for the effects of polar distribution using one of the following:

a. The percentages from the applicable table(s) in ANSI/UL 1971, *Standard for Safety Signaling Devices for Hearing Impaired,* or equivalent.

b. The actual results of laboratory tests of the specific appliance to be used as recorded by the listing organization.

18.5.5.8

18.5.5.8 Ceiling-mounted visual appliances shall be provided in rooms and areas used for exhibition purposes, or in rooms and areas where racks or shelving that exceed 5 feet in height are expected to be installed, or in rooms and areas where wall-mounted devices may become obstructed..

21.7.2

21.7.2* If connected to the fire alarm system serving the protected premises, all detection devices used to cause the operation of HVAC systems smoke dampers, fire dampers, fan control, smoke doors, or fire doors shall be monitored for integrity in accordance with Sections 12.6 and 23.8.5.4.6.

21.7.9

21.7.9 Where duct detectors are installed in accordance with the UMC Section 608.1, automatic shut-off shall be accomplished by interrupting the power source or utilizing the stop input, if provided on the air moving equipment.

23.2.2.4

23.2.2.4 A permit is required prior to making any changes, except for room label changes.

23.8.5.1.2

23.8.5.1.2* Where connected to a supervising station, fire alarm systems employing automatic fire detectors or waterflow detection devices shall include a manual fire alarm box to initiate a signal to the supervising station. The fire alarm box shall be located adjacent to the fire alarm control unit.

> **Exception:** Fire alarm systems dedicated to elevator recall control and supervisory service as permitted in Section 21.3 or fire sprinkler monitoring systems.

23.8.5.9.1

23.8.5.9.1 Where fire pumps are required to be monitored and a building fire alarm system is installed, a pump running signal shall be ~~permitted to be~~ a supervisory ~~or alarm~~ signal.

23.8.5.9.3

23.8.5.9.3 Where fire pumps are required to be monitored and a building fire alarm system is installed, the fire alarm system shall monitor all fire pump signals required at a constantly attended location in accordance with NFPA 20.

23.8.5.9.4

23.8.5.9.4 Where fire pumps are required to be monitored and a sprinkler monitoring system is installed, then the sprinkler monitoring system shall monitor all fire pump signals required at a constantly attended location in accordance with NFPA 20.

23.8.6.3.2

23.8.6.3.2 The boundaries of notification zones shall be coincident with building outer walls, fire walls, fire barriers, or fire-resistance rated horizontal assemblies. ~~building fire or smoke compartment boundaries, floor separations, or other fire safety subdivisions.~~ Sprinkler systems serving a notification zone shall not cross over into another notification zone. For high-rise buildings, alarms shall activate on the floor of, floor below, and floor above the floor of incidence. For all other buildings, alarms shall activate throughout the notification zone of incidence.

23.8.6.5

23.8.6.5 Emergency Voice/Alarm Communication Notification Appliance Circuits. Emergency voice/alarm communication notification appliance circuits shall be capable of full-load operation with a wiring power loss not to exceed 12.5% (0.5dB) as determined in accordance with Sections 23.8.6.5.1, 23.8.6.5.2 or 23.8.6.5.3.

23.8.6.5.1 Power Loss Calculations. A calculation for each circuit shall be provided to the authority having jurisdiction demonstrating simultaneous full-load operation with a wiring power loss not to exceed 12.5% (0.5dB). Power loss calculations similar to the following shall be used:

PLoss = 10 * Log [1 - ((2 * RL) / (2 * RL + (VLine squared / PRated))]

RL = (RRef / 1000) * D

With variables defined as follows:

D = length of wire used (in feet)
PLoss = power loss (in dB)
PRated = power driven on line from the amplifier (in watts)
RL = wire gauge resistance (in ohms)
RRef = wire resistance based on gauge of wire used (in ohms/ft.)
VLine = voltage on line (typically 25 volts or 70 volts)

Alternatively the distance may be calculated using a calculation similar to:

D = (61 / RRef) * (VLine squared / PRated)

23.8.6.5.2 Power Loss Tables. To ensure circuits are capable of simultaneous full-load operation with a wiring power loss not to exceed 12.5% (0.5dB), wiring shall be limited to the distance allowed in Tables 23.8.6.5.2.a and 23.8.6.5.2.b.

Table 23.8.6.5.2.a, 25 V Circuit
Loudspeaker Distribution Cable Length (in feet) and Gauge for 0.5-dB Loss

Wire Gauge (AWG)	18	16	14	12	10
Cable Ohms*	15.54	9.78	6.14	3.86	2.42
Circuit Power					
200	12	19	31	49	79
150	16	26	41	66	105
100	25	39	62	99	158
75	33	52	83	132	210
60	41	65	104	165	263
50	49	78	124	198	315
40	61	97	155	247	394
30	82	130	207	329	525
25	98	156	248	395	630

Table 23.8.6.5.2.b, 70 V Circuit
Loudspeaker Distribution Cable Length (in feet) and Gauge for 0.5-dB Loss

Wire Gauge (AWG)	18	16	14	12	10
Cable Ohms*	15.54	9.78	6.14	3.86	2.42
Circuit Power					
200	98	156	248	395	630
150	131	208	331	527	840
100	196	312	497	790	1260
75	262	416	662	1053	1680
60	327	520	828	1317	2100
50	392	624	993	1580	2520
40	491	780	1242	1975	3150
30	654	1039	1656	2633	4200
25	785	1247	1987	3160	5041

*Cable Ohms is expressed in ohms per 1000 feet (2008 NEC Ch.9 Table 8, uncoated, single strand copper, see NEC or AHJ for other values)
The length represented accounts for both wires in the circuit.

23.8.6.5.3 Manufacturers Power Loss Calculator. When allowed by the authority having jurisdiction manufacturers calculations showing circuits are capable of simultaneous full-load operation with a wiring power loss not to exceed 12.5% (0.5dB) are acceptable.

24.4.2.9.4

24.4.9.4 The boundaries of notification zones shall be coincident with building outer walls, fire walls, fire barriers, or fire-resistance rated horizontal assemblies. Sprinkler systems serving a notification zone shall not cross over the notification zone boundary. For high-rise buildings, alarms shall activate on the floor of, floor below, and floor above the floor of incidence. For all other buildings, alarms shall activate throughout the notification zone of incidence.

A SUPPLEMENTAL DOCUMENT AMENDING 1) THE SOUTHERN NEVADA CONSENSUS FIRE CODE AMENDMENTS, WHICH AMEND THE INTERNATIONAL FIRE CODE, 2018 EDITION, AND 2) THE INTERNATIONAL FIRE CODE, 2018 EDITION

For local purposes, certain chapters, parts, sections, subsections and other subdivisions of the International Fire Code, 2018 Edition (IFC) have been amended, modified, deleted, or added by the Southern Nevada Consensus Fire Code Amendments (Consensus Amendments).

For City of Las Vegas (CLV) Purposes:
--Certain provisions of the Consensus Amendments are deleted, amended or replaced as provided for in this Supplemental Document; and
--Certain provisions of the IFC are deleted, modified or added to as provided for this Supplemental Document.

The general intent of the CLV Amendments contained in the Supplemental Document is to be in accordance or provide consistency with Nevada State Fire Marshal Regulations, as found in Nevada Administrative Code (NAC) Chapter 477, as well as the Memorandum of Understanding (MOU) between CLV and the Southern Nevada Home Builders Association related to automatic sprinkler systems within one and two family dwellings. CLV Amendments intended to conform to or provide consistency with the MOU are indicated below with an asterisk (*). CLV Amendments intended to conform to or provide consistency with NAC are indicated below with a dagger (†).

Except where entire sections or appendices are being deleted, added or replaced, CLV amendments to the Consensus Amendments are shown below by the use of strikethrough for matter deleted and underlining for matter being added or modified. Matter that was underlined or shown with strikethrough in the Consensus Amendments for purposes of showing Southern Nevada amendments to the IFC is not so shown in this Supplemental Document, in order to show how CLV amendments differ from the Consensus Amendments.

If a conflict exists between any provisions of this Supplemental Document and any provisions of the Consensus Amendments, the provisions of the Supplemental Document shall prevail.

The following provisions of the Consensus Amendments are deleted in their entirety:

-Section 105.6.53 (Proprietary / Self-Monitoring)
-Section 105.7.27 (Proprietary / Self-Monitoring facilities)
-Section 109 (Board of Appeals) NOTE: Appeals Board for Fire and Building Code appeals is established by the CLV Administrative Code
-Appendix O (Proprietary / Self-Monitoring)
-Appendix P (Impairments and Systems out of Service)

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†Section 202 of the IFC is amended to amend the Occupancy Classification provisions by adding the following language at the end of the definition of Institutional Group I-2 to read as follows:

<u>This group also includes all portions of a care facility which 1) houses patients or residents which are classified by the State of Nevada a “Category 2 resident” and 2) has an occupant load of more than 10 residents.</u>

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*Section 503.1.2 of the IFC is amended by adding the following Section 503.1.2.1:

503.1.2.1. Additional access for one and two family developments. An approved secondary access meeting the requirements of Section 503.2 shall be provided for one and two family developments with more than 200 dwelling units. The *fire code official* may allow a reduction in the required width of the secondary access upon a determination that public safety objectives will still be met.

*Section 503.2.1 of the Consensus Amendments is amended by adding the following Section 503.2.1.1

503.2.1.1 Dimensions for parking. Where parking is permitted along fire apparatus roads, the minimum street widths are as follows:

1. Not less than 24 ft (7.32 m) with no parking on either side measured to the face of curb.
2. Not less than 28 ft (8.34 m) with parking restricted to one side measured to face of curb.
3. Not less than 33 ft (10.05 m) with parking on both sides measured to face of curb.

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*†Section 903.2 of the Consensus Amendments is hereby amended by amending the introductory language and Paragraphs 1 through 3 that follow to read as follows:

903.2 Where required. Approved *automatic sprinkler system*s in new buildings and structures shall be provided throughout all buildings and structures, regardless of occupancy type and including buildings and structures in accordance with the International Residential Code, which meet one of the following requirements, and additionally in the locations described in Sections 903.2.1 through 903.2.12:

1. For buildings constructed in accordance with the International Building Code, approved automatic sprinklers systems are required where the building area exceeds 5,000 square feet (464 m^2).
2. For buildings constructed in accordance with the International Residential Code, approved *automatic sprinkler system*s are required**.** ~~where the living space exceeds 5,000 square feet (464 m^2).~~
3. For any buildings, not otherwise requiring fire sprinklers, where the available fire flow does not meet the fire flow requirements of this code, approved *automatic sprinkler system*s shall be provided as required by the *fire code official*.
4. Buildings that are more than two stories in height, including any height added by usable space, must have an *automatic sprinkler system* throughout.

(All other provisions of Section 903.2 of the Consensus Amendments remain the same)

Section 907.5.2.1.1 of the Consensus Amendments is amended by adding a new Exception 4, so that Section 907.5.2.1.1 reads as follows:

907.5.2.1.1 Average sound pressure. The audible alarm notification appliances shall provide a sound pressure level of 15 decibels (15 dBA) above the average ambient sound level or 5 dBA above the maximum sound level having a duration of at least 60 seconds, whichever is greater, in every occupiable space within the building. The minimum sound pressure levels shall be: 90 dBA in mechanical equipment rooms; and 80 dBA in other occupancies. Audible notification appliances shall be installed in each occupiable space.

Exceptions:

1. Laundry rooms, walk-in closets, storage rooms and walk-in coolers/freezers equal to or less than 100 square feet (9.29 m^2) in floor area.
2. In lieu of showing an audible notification appliance within a specific occupiable space on the plans, calculations may be provided showing that the alarm signals from the adjacent audible appliances will achieve a minimum of 80 decibels inside and throughout that space, where doors or other barriers between the space and the adjacent audibility device(s) are closed. Sound pressure levels shall be measured during system acceptance testing to verify the calculated space achieves a minimum of 80 dBA.
3. In sleeping areas required to be protected with low-frequency alarms, the 80 dBA minimum sound pressure provision is not required where a listed fire alarm device is not available to simultaneously achieve both the low-frequency signal and the 80 dBA minimum sound pressure.

4. Individual work areas, office, or exam rooms in a B type occupancy equal to or less than 100 sq. ft. (9.29m^2) shall provide a sound level of not less than 15 decibels (15dBA) above the average ambient sound level as indicated in NFPA 72.

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*Appendix B of the Consensus Amendments is amended by deleting Table B105.1(1) in its entirety and replacing it with the following Table B105.1(1):

TABLE B105.1 (1)
REQUIRED FIRE FLOW FOR ONE- AND TWO- FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

FIRE FLOW CALCULATION AREA (square feet)	AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE FLOW (gallons per minute)	FLOW DURATION (hours)
0-3,000	Section 903.3.1.3 of the *International Fire Code* or Section P2904 of the *International Residential Code*	1000	1
3,001 and greater	Section 903.3.1.3 of the *International Fire Code* or Section P2904 of the *International Residential Code*	Value in Table B105.1(2)	1

For SI: 1 square foot = 0.0929 m2, 1 gallon per minute = 3.785 L/m.

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*Appendix C of the Consensus Amendments is amended by amending Section C102.3 to read as follows:

C102.3 R-3 Occupancies and single-family dwellings built under the IRC. In all residential areas (R-3 occupancies and single family dwelling built under the IRC only), hydrants shall be spaced not to exceed ~~500 feet or~~ 600 feet. ~~if all homes are protected by approved automatic fire sprinkler systems.~~ Initial hydrant placement shall include at least one hydrant to be placed within 100 feet of the entrance to a subdivision.

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*NFPA 13D, as amended by the Consensus Amendments, is amended by amending Sections 8.4 and 8.4.1 to read as follows:

8.4 Fire Sprinkler Protection for Group R Division 3 Occupancies and buildings built under the IRC (Excluding Group Care Homes)

8.4.1 General. When a residential fire sprinkler system is being installed, ~~whether to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, or when required by code,~~ the design requirements for an NFPA 13D system shall be applied.

1. This system constitutes a building "protected with an approved fire sprinkler system" per the IFC.
2, Free-standing detached buildings with one or more sleeping rooms shall be protected by an NFPA 13D system with sprinkler coverage in all garages, bathrooms and closets.
3. ~~Buildings with garage and living areas under roof over 3,600 sq.ft. shall be protected by an NFPA 13D system with sprinkler coverage in all garages, bathrooms and closets.~~
~~4.~~ Water meters used for residential fire sprinkler systems shall be residential fire service meters or other meters approved by the water purveyor.

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2018-27 - For possible action - Adopts the 2018 Edition of the International Building Code, together with amendments thereto. Proposed by: Scott D. Adams, City Manager

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopt the 2018 Edition of the International Building Code, together with amendments thereto. The adoption is part of the City's effort to adopt local versions of all the major building and fire safety codes in their most recently published versions.

RECOMMENDATION:
Bill will be heard at the July 30, 2018 Recommending Committee Meeting and is eligible for adoption at this August 1, 2018 City Council Meeting.

First Reading – July 18, 2018 First Publication – July 19, 2018

BACKUP DOCUMENTATION:
1. Bill No. 2018-27
2. Southern Nevada Amendments to the 2018 International Building Code

BILL NO. 2018-27

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE 2018 EDITION OF THE INTERNATIONAL BUILDING CODE, TOGETHER WITH AMENDMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Scott D. Adams, City Manager

Summary: Adopts the 2018 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, [2012] 2018 Edition," as modified herein, including 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) [Subject to the provisions of Subsection (C), the] The document entitled "Southern Nevada Amendments to the [2012] 2018 International Building Code," which amends, by adding to and deleting from, certain sections of the International Building Code, [2012] 2018 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.

(D)] The publication entitled the "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 [4] 3 of this Chapter.

[(E)] (D) The document entitled "Southern Nevada Amendments to the 2012 International Residential Code," which amends, by adding to and deleting from, certain sections of the International Residential Code, 2012 Edition. This document is adopted as Part [5] 4 of this Chapter.

SECTION 2: The document entitled "Southern Nevada Amendments to the 2018 International Building Code" is attached hereto.

SECTION 3: Ordinance No. 6350, the "International Building Code, 2012 Edition," and the "Southern Nevada Amendments to the 2012 International Building Code" are hereby repealed in their entirety.

SECTION 4: This Ordinance shall be effective as of February 4, 2019.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 7: All ordinances or parts of ordinances or sections, subsections, phrases,

sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2018.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-9-18
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 _____, 2018, 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 _____, 2018, 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:

_____
LUANN D. HOLMES, MMC
City Clerk



SOUTHERN NEVADA AMENDMENTS

TO THE

2018 INTERNATIONAL BUILDING CODE

PREFACE

This document was developed by the Southern Nevada Building Officials' International Building Code – General committee and presents recommended amendments to the 2018 International Building Code as published by the International Code Council

Participation in the 2018 IBC Committee was open to all interested parties. However, voting on amendment proposals was limited to one vote each for six of Southern Nevada municipalities (Clark County, Henderson, Las Vegas, North Las Vegas, Boulder City, and Mesquite), the Clark County School District, and three industry representatives. All 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.

Chapter 1 – Administrative

Delete Sections 103 through 116 in their entirety

Section 202 Definitions

Amend Section 202 to add or amend the following definitions to read as follows:

BABY CHANGING TABLE. A table or other device that is safe and sanitary for changing the diaper of a child age 3 or under.

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.

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 by Section 3114. The total area of the cabana group shall be used to determine code requirements for all cabanas contained within the cabana group.

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.

ELECTRIC VEHICLE CHARGING STATION. One or more dedicated parking spaces that are provided to accommodate charging of electric motor vehicles.

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.

[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.

GRADING. An excavation, inclusive of clearing and grubbing of vegetation, or fill or combination thereof.

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.

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

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.

SHADE STRUCTURE. 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 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*.

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.

STRUCTURAL/GEOTECHNICAL OBSERVATION. The visual observation of the structural system encompassing the structure, foundation elements and the bearing or supporting soils 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,

Section 305.2.3

Amend Section 305.2.3 to read 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 308.5

Amend Section 308.5 to read as follows:

308.5 Institutional Group I-4, day care facilities. Institutional Group I-4 occupancy 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

308.5.1 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.

308.5.3 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.

308.5.4 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 310.3

Amend Section 310.3 to read as follows:

310.3 Residential Group R-2. Residential Group R-2 occupancies containing *sleeping units* or more than two *dwelling units* where the occupants are primarily permanent in nature, including:

Apartment houses
Condominiums (nontransient)
Congregate living facilities (nontransient) with more than 16 occupants
Boarding houses (nontransient)
Convents
Dormitories
Fraternities and sororities
Monasteries
Hotels (nontransient)
Live/work units
Motels (nontransient)
Vacation timeshare properties

Section 310.4

Amend Section 310.4 to read as follows:

310.4 Residential Group R-3. Residential Group R-3 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*
Care facilities that provide accommodations for six or fewer persons receiving care
Congregate living facilities (*nontransient*) with 16 or fewer occupants
Boarding houses (*nontransient*)
Convents
Dormitories
Fraternities and sororities
Monasteries
Congregate living facilities (*transient*) with 10 or fewer occupants
Boarding houses (*transient*)
Lodging houses (transient) with five or fewer *guest rooms* and 10 or fewer occupants

310.4.1 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 403.3

Amend Section 403.3 to read 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 403.3.3.

Exception: An *automatic sprinkler system* shall not be required in *parking garages* in accordance with Section 406.5.

Section 407.4.7

Amend Section 407.4.7 by adding subsections that read 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.*

Section 403.5.3

Amend Section 403.5.3 to read 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 403.6.1

Amend Section 403.6.1 to read 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, not 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) and shall comply with Section 3002.4.

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

Amend Section 404.3, deleting exceptions 1 and 2, to read as follows:

[F] 404.3 Automatic sprinkler protection. An *approved automatic sprinkler system* shall be installed throughout the entire building.

Section 404.6

Amend Section 404.6 to read 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 Unchanged

(Exceptions 2 -4 unchanged)

Section 406.3.3

Amend Section 406.3.3 to read as follows:

406.3.3 Carports. Carports shall be open on not fewer than two sides. Carports open on fewer than two sides shall be considered a garage and shall comply with the requirements for private garages.

406.3.3.1 Carport separation. Separations shall comply with the following:

1. A separation is not required between a Group R-3 and U carport, provided that the carport is entirely open on two or more sides and there are not enclosed areas above.
3. 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 are not required for either structure.

Section 410.2.4

Amend Section 410.2.4 to read as follows:

410.2.4 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 410.2.5

Amend Section 410.2.5 to read as follows:

410.2.5 Proscenium Curtain. 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 410.6.

Section 410.6

Amend Section 410.6 to read as follows:

[F] 410.6 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. 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 412.3.6

Amend Section 412.3.6 by deleting the exception, to read as follows:

[F] 412.3.6 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 412.3.6.

Section 420.11

Amend Section 420.11 to read as follows:

420.11 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 503.1.4

Amend Section 503.4 to read as follows:

503.1.4 Occupied roofs. A roof level or portion thereof shall be permitted to be used as an occupied roof provided the occupancy of the roof is an occupancy that is permitted by Table 504.4 for the story immediately below the roof. The area of the occupied roofs shall not be included in the building area as regulated by Section 506.

Exceptions:

1. The occupancy located on an occupied roof shall not be limited to the occupancies allowed on the story immediately below the roof where the building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2 and occupant notification in accordance with Section 907.5 is provided in the area of the occupied roof.

Section 504.4

Amend Section 504.4 to read as follows:

504.4 Number of Stories. The maximum number of stories of a building shall not exceed the limits specified in Table 504.4.

Exception: In occupancies other than Groups E, F, H, and I, where a building of Type II, III-A, or V-A construction is equipped throughout with an approved *automatic sprinkler system* in accordance with Section 903.3.1.1 and complies with the high-rise provisions in accordance with Section 403, the values specified in Table 504.4 for maximum allowable number of stories above grade plane is increased by one.

Section 507.3

Delete Section 507.3:

(507.3 intentionally left blank)

Section 507.4

Amend Section 507.4 to read as follows:

507.4 Sprinklered, one story. The area of a Group A-4 building not more than one *story above grade plane* of other than Type V construction, or the area of a Group B, F, M or S building no more than one *story above grade plane* of any construction type, 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 507.4 and 903.3.1.1 and Chapter 32 of the *International Fire Code*.

Section 507.14

Add new Section 507.14 to read as follows:

507.14 Noncombustible carports. 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 703.4

Add an exception to read 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.*
   1.4. The *fire partition or smoke barrier* does not exceed a 1-hour fire-resistance rating.
   1.5. Where used as a *fire barrier*, the *fire barrier* shall be limited to those separating mixed occupancies not exceeding a 1-hour fire resistance rating.

Section 705.3

Add new exception to Section 705.3 to read as follows:

Exceptions:

1. (*Remains unchanged*)
2. (*Remains unchanged*)

3. At the discretion of the *Building Official*, multiple lots within a commercial subdivision established in accordance with the Nevada Revised Statutes, may be considered a single lot where approved reciprocal agreements are in place to maintain the building and associated building service equipment.

Section 709.4

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. *Smoke barrier walls used to separate smoke compartments* shall comply with Sections 709.4.1. *Smoke-barrier* walls used to enclose areas of refuge in accordance with Section 1009.6.4 or to enclose elevator lobbies in accordance with Section 405.4.3, 3007.6.2, or 3009.6.2 shall comply with Section 709.4.2. *Smoke barrier* walls used to form smoke control boundaries in accordance with Section 909.5 shall comply with Section 709.4.3.

(Exception and subsections to remain unchanged)

Add new Section 709.4.3 to read as follows:

709.4.3 *Smoke barrier* walls form smoke control boundaries. *Smoke barrier* walls used to form smoke control boundaries in accordance with Section 909.5 are not required to extend from outside wall to outside wall.

Section 712.1.3

Revise Section 712.1.3 to read as follows:

712.1.3 Escalator openings. Where a building is equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1, vertical openings for escalators shall be permitted in accordance with Section 712.1.3.1, 712.1.3.2, or 712.1.3.3

712.1.3.1 Opening size. Protection by a draft curtain and closely spaced sprinklers in accordance with NFPA 13 shall be permitted where the area of the vertical opening between stories does not exceed twice the horizontal projected area of the escalator. In other than Groups B and M, this application is limited to openings that do not connect more than four stories.

712.1.3.2 Automatic shutters. Protection of the vertical opening by approved shutters at every penetrated floor shall be permitted in accordance with this section. The shutters shall be of noncombustible construction and have a *fire-resistance rating* of not less than 1.5 hours. The shutter shall be so constructed as to close immediately upon the actuation of a smoke detector installed in accordance with Section 907.3 and shall

completely shut off the well opening. Escalators shall cease operation when the shutter begins to close. The shutter shall operate at a speed of not more than 30 feet per minute (152.4 mm/s) and shall be equipped with a sensitive leading edge to arrest its progress where in contact with any obstacle, and to continue its progress on release therefrom.

712.1.3.3 Two-story openings. In other than Group I-2 or I-3 occupancies, vertical openings between two stories may contain an escalator. Such interconnected stories shall be separated from vertical openings and air transfer openings serving other floors by construction conforming to Section 713 for *shaft enclosures.*

Section 716.2.6.1 Door Closing

Revise Section 712.6.1 to read as follows:

716.2.6.1 Door closing. *Fire doors* in *fire walls* shall be latching and automatic-closing in accordance with this section. *Fire doors* in other than *fire walls* shall be latching and self- or automatic-closing in accordance with this section.

Exceptions:

1. *Fire doors* located in common walls separating *sleeping units* in Group R-1 and between dwelling units of transient nature in Group R-2 shall be permitted without automatic- or *self-closing* devices.

2. The elevator car doors and the associated hoistway enclosure doors at the floor level designated for recall in accordance with Section 3003.2 shall be permitted to remain open during Phase I emergency recall operation.

Section 718.5

Amend 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 *Uniform 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 ceiling spaces installed in accordance with the *Uniform Mechanical Code* and the *Uniform Plumbing Code*.
6. Combustible insulation and covering on pipe and tubing, installed in concealed spaces other than plenums, complying with Section 720.7.

Section 803.10.1

Revise 803.10.1 to read as follow:

Add a new Section 803.10.1 as follows:

803.10.1 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 803.15.2

Revise Section 803.15.2 to read as follows:

803.15.2 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 803.15.1, 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 803.15.1.1.

3. Where concealed spaces constructed from materials are filled with non-combustible insulation, or Class A *mineral fiber* insulation.

(The remainder of the section remains unchanged)

Section 806.1

Revise Section 806.1 item #4 to read as follows:

[F] 806.1 General.

4. The permissible amount of noncombustible decorative materials, including decorative vegetation, shall not be limited.

Section 902

Revise Section 902 to read as follows:

Section 902.1 Pump and riser room size. Where provided, fire pump rooms shall be designed with adequate space for all equipment necessary for the installation, as defined by the manufacturer, with sufficient working space around the stationary equipment. Clearances around equipment to elements of permanent construction, including other installed equipment and appliances, shall be sufficient to allow inspection, service, repair or replacement without removing such elements of permanent construction or disabling the function of a required fire-resistance-rated assembly. Fire pump rooms shall be provided with doors and unobstructed passageways large enough to allow removal of the largest piece of equipment.

902.1.1 Access. Fire pumps and controllers shall be provided with ready access. Where located in a pump room, the door shall be permitted to be locked provided that the key is available at all times.

902.1.2 Marking on access doors. Access doors for fire pump rooms shall be labeled "Fire Pump Room" or "Fire Pump House" with an approved sign. The lettering shall be in contrasting color to the background. Letters shall have a minimum height of 2 inches (51 mm) with a minimum stroke of 3/8 inch (10 mm).

902.1.4 3 Lighting. Permanently installed artificial illumination shall be provided in fire pump rooms.

902.2 Automatic sprinkler system riser rooms. A dedicated *automatic sprinkler system* riser room shall be required for each fire sprinkler system riser.

Exceptions:

1. Where approved by the *fire code official*, where systems are controlled by wall-mounted Post Indicator Valves (PIV), and where exterior access is provided to the monitoring panel that is located in a conditioned room, an *automatic sprinkler system* riser room is not required.
2. When approved, where a single system serves the building and the system is controlled by a PIV, a riser room is not required.
3. In multi-story facilities, floor control risers are permitted to be located on each floor level in an exit stair enclosure.
4. Systems designed in accordance with NFPA 13D do not require an automatic sprinkler system riser room.
5. Systems designed in accordance with NFPA 13R shall have an *automatic sprinkler system* riser room/closet that is large enough to facilitate access to all the necessary fire sprinkler and fire alarm valves and devices. This area shall be accessible from the outside with either a door or an access panel large enough to allow for testing and maintenance of system. The area shall also maintain a minimum temperature of 40° F and a maximum temperature of 100° F.

902.2.1 Contents. The primary *automatic sprinkler system* riser room shall contain the fire riser into the building. The fire riser shall contain at a minimum, a flow switch, a check valve, and a control valve.

Exception: Where there is a single system in the building and an exterior Post Indicator Valve (PIV) is provided, then the control valve is not required in the *automatic sprinkler system* riser room.

902.2.2 Exterior Access Door. *Automatic sprinkler system* riser rooms shall have an exterior access door with a minimum width of 36 inches (914 mm) and a minimum height of 80 inches (2032 mm)

Exception: For high-rise, terminal, and covered mall buildings, secondary fire risers may be contained in *automatic sprinkler system* riser rooms that are located in dedicated rooms as *approved* by the *fire code official* in areas without direct access from the exterior.

902.2.3 Protection. *Automatic sprinkler system* riser rooms shall be separated from the rest of the building by 1-hour *fire partitions*.

902.2.4 Size. The riser room shall have a minimum area of 16 square feet (1.49 m^2), with a minimum dimension of 4 feet, for the first sprinkler riser, plus an additional 9 square feet for each additional riser contained.

902.2.5 Clearances for a fire alarm control unit. Where a fire alarm control unit is located in the *automatic sprinkler system* riser room, the unit shall be located so that there is a minimum clearance in accordance with the electrical code.

902.2.6 Auxiliary control valves. *Automatic sprinkler system* riser rooms are not required for auxiliary control valves.

902.2.7 Signage. Weatherproof signage shall be provided on the exterior access door. Signage shall state "Fire Sprinkler Riser Room" in a contrasting color. Letters shall have a minimum height of 2 inches with a minimum stroke of 3/8 inch.

902.3 Environment. *Automatic sprinkler system* riser rooms and fire pump rooms shall be maintained at a temperature of not less than 40° F and a maximum temperature of 100° F. Heating and cooling units shall be permanently installed.

Exceptions:

1. Where the fire sprinkler riser room or fire pump room does not contain a Fire Alarm/Monitoring Panel or spare sprinklers heads, or when these devices are rated for higher ambient temperatures the room shall not be required to be conditioned for maximum temperature.

2. Heating and/or conditioning is not required if calculations are prepared and sealed by a design professional, on a case-by case address specific basis, proving that the temperature within the riser room does not fall or rise below the temperature range of 40° F to 100° F. To maintain 40° F, the temperature analysis must use a starting temperature of 50° F and use an outside temperature of 0° F for a period of 8 hours. To maintain 100° F, the temperature analysis must use a starting temperature of 90° F and use an outside temperature of 120° F for a period of 8 hours.

3. Where the fire sprinkler riser room or fire pump room contains equipment that has a higher manufacturer's temperature rating acceptable to the *fire code official.*

Section 903.1.1

Delete Section 903.1.1

Section 903.3.1.1.1

Revise Section 903.3.1.1.1 to read as follows:

903.3.1.1.1 Exempt locations. Automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an *approved* automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, or fire-resistance rated construction, or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when *approved* by the *fire code official.*
3. Fire service access elevator machine rooms and machinery spaces.
4. Machine rooms, machinery spaces, control rooms and control spaces associated with occupant evacuation elevators designed in accordance with Section 3008.

Section 903.3.1.2

Revise Section 903.3.1.2 to read as follows:

903.3.1.2 NFPA 13R sprinkler systems. *Automatic sprinkler systems* in Group R Occupancies up to and including two stories in height in buildings not exceeding 60 feet (18 288 mm)in height above grade plane shall be permitted to be installed throughout in accordance with NFPA 13R.

The number of stories in Group R occupancies constructed in accordance with Section 510.2 and 510.4 shall be measured from the horizontal assembly creating separate buildings.

Section 903.2

Revise Section 903.2 to read as follows:

903.2 Where required. Approved *automatic sprinkler systems* in new buildings and structures shall be provided throughout all buildings and structures, regardless of occupancy type and including buildings and structures in accordance with the *International Residential Code*, which meet one of the following requirements, and additionally in the locations described in Sections 903.2.1 through 903.2.12:

1. For buildings constructed in accordance with the *International Building Code*, approved automatic sprinklers systems are required where the building area exceeds 5,000 square feet (464 m^2).
2. For buildings constructed in accordance with the International Residential Code, approved *automatic sprinkler systems* are required where the living space exceeds 5,000 square feet (464 m^2).
3. For any buildings, not otherwise requiring fire sprinklers, where the available fire flow does not meet the fire flow requirements of the *International Fire Code*, approved *automatic sprinkler systems* shall be provided as required by the *fire code official*.

Exceptions:

1. *Open parking garages* with no other occupancy above the *open parking garage* structure and with fire apparatus lanes immediately adjacent to two open sides of the garage equaling a minimum of 40% of the garage perimeter are not required to be protected with automatic sprinklers.
2. Automatic sprinklers shall not be required in buildings or structures used exclusively for agricultural, livestock, or equestrian activities, with or without spectators, where structures may cover the use, including the spectator area, provided the use is not enclosed with any walls along any portion of the perimeter of the structures, except for rooms containing code-required building service components, and provided that the minimum clear height along the entire perimeter of the structure is 7 feet 6 inches (2286 mm).
3. Buildings, structures, or service equipment and installations directly used in utility generation or distribution which are installed on properly recorded easements belonging to water, gas, power, telephone, or other utility companies that are preemptively regulated by the Nevada Public Service Committee, a State of Nevada charter, or other public franchise. This exception does not apply to non-exempted buildings or structures containing occupiable spaces such as offices, meeting rooms, service counters, public restrooms, or other normally occupied spaces.
4. Playground shade structures, fuel dispensing canopies, and carports open to a minimum clear height of 10 feet on all sides around the entire perimeter, with non-combustible structural support and frame, with either non-combustible material, or fabric complying with NFPA 701 providing shade, located a minimum of 10 feet from the nearest building, property line or shade structure, and less than 10,000 square feet in projected area, do not require fire sprinklers.
5. For new construction expanding existing unsprinklered Group R-3 buildings or one- and two-family *dwellings* built in accordance with the *International Residential Code*, sprinklers are not required to be retrofitted into the building where the building is provided with fire flow in accordance with Appendix B and the newly added living space does not exceed 5,000 square feet.

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 *fire walls* with no openings constructed in accordance with the *International Building Code*.
2. Special hazard areas that required sprinklers for certain uses, such as medical gas rooms, may be fire sprinklered without requiring additional fire sprinklers throughout the building, when approved by the *fire code official*.

Section 903.2.3

Revise Section 903.2.3 to read as follows:

903.2.3 Group E. An *automatic sprinkler* system shall be provided for Group E occupancies where one of the following conditions exists:

1. Throughout all Group E *fire areas* greater than 5,000 square feet in area.
2. The Group E *fire area* is located on a floor other than a level of *exit discharge* serving such occupancies.

Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an *automatic sprinkler system* is not required in any area below the lowest level of *exit discharge* serving that area

3. The Group E *fire area* has an occupant load of 300 or more.
4. Daycare facilities where there is occupancy from 12:00 AM - 6:00 AM and care for 7 or more children.

Section 903.2.11.5

Revise Section 903.2.11.5 to read as follows:

903.2.11.5 Commercial cooking operations. An *automatic sprinkler system* shall be installed in a commercial kitchen exhaust hood and duct system where an *automatic sprinkler system* is used to comply with Section 904, and for the entire length of duct when the duct length exceeds 75 feet.

Section 903.4

Revise Section 903.4 to read as follows:

903.4 Sprinkler system supervision and alarms. Valves controlling the water supply for *automatic sprinkler systems*, pumps, tanks, water levels and temperatures, critical air pressures and waterflow switches on all sprinkler systems shall be electrically supervised by a *listed* fire alarm control unit.

Exceptions:

1. *Automatic sprinklers systems* protecting one- and two-family *dwellings*.
2. Limited area sprinkler systems in accordance with Section 903.3.8.
3. *Automatic sprinklers systems* installed in accordance with NFPA 13R where a common supply main is used to supply both domestic water and the *automatic sprinkler system*, and a separate shutoff valve for the *automatic sprinkler system is* not provided.
4. Jockey pump control valves that are sealed or locked in the open position.
5. Control valves to paint spray booths or dip tanks that are sealed or locked in the open position.
6. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
7. Trim valves to pressure switches in dry, preaction and deluge sprinkler systems that are sealed or locked in the open position.

Section 903.4.1

Revise Section 903.4.1 to read as follows:

903.4.1 Monitoring. Alarm, supervisory, and trouble signals shall be distinctly different and shall be automatically transmitted to an *approved* supervising station or, when approved by the *fire code official*, shall sound an audible signal at a *constantly attended location*.

Exceptions:

1. Underground key or hub are not required to be monitored.
2. Backflow prevention devices located at the municipal water supply connection are not required to be monitored when either locked in the open position, or are located within an underground vault or an approved insulated enclosure.

Multi-story facilities shall provide zone annunciation on a floor-by-floor basis.
In occupancies provided with a supervised sprinkler system, the following three distinctly different signals shall be transmitted to an approved supervising station:

1. Water Flow Alarm
2. Supervisory
3. System Trouble

The supervising station shall only retransmit Water Flow Alarm signals to the Fire Department.

Section 903.4.2

Revise Section 903.4.2 to read as follows:

903.4.2 Audible and Visual Notification appliances. *Approved* audible and visual notification appliances shall be connected to each *automatic sprinkler system*. Such sprinkler waterflow alarm notification appliances shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Exterior audible and visual notification appliances shall be provided on the exterior of the building above the wall-mounted Fire Department Connection. One interior audible and visual notification appliance shall be provided near the main entrance or in a normally occupied location. In multiple-tenant facilities, one interior audible and visual notification appliance shall be provided near the main entrance or in a normally occupied location for each tenant space. Where a fire alarm system is installed, actuation of the *automatic sprinkler system* shall actuate the building fire alarm system.

Section 903.4.3

Revise Section 903.4.3 to read as follows:

903.4.3 Floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor in multi-story facilities.

Section 904.2

Revise Section 904.2 to read as follows:

904.2 Where permitted. Automatic fire-extinguishing systems shall be approved by the *fire code official.*

Section 905.3

Revise Section 905.3 to read as follows:

905.3 Required installations. Standpipe systems shall be installed where required by Sections 905.3.1 through 905.3.8. Standpipe systems are allowed to be combined with automatic sprinkler systems.

Exception: Standpipe systems are not required in Group R-3 occupancies.

The standpipe design shall be *approved* by the *fire code official.* Standpipes in buildings with fire pumps shall be automatic. Standpipes in buildings not subject to freezing shall be wet. Standpipes in areas subject to freezing shall be permitted to be manual dry when equipped with both KNOX locking caps and/or KNOX plugs for fire department connections (FDC) and hose valves that are acceptable to the *fire chief.*

Section 905.3.1

Revise Section 905.3.1 to read as follows:

905.3.1 Height. Approved Class I ~~III~~ standpipe systems shall be installed throughout buildings where any of the following conditions exist:

1. Four or more stories are above or below grade plane

2. The floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access.

3. The floor level of the lowest *story* is located more than 30 feet (9144 mm) below the highest level of the fire department vehicle access.

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 905.3.3

Revise Section 905.3.3 to read as follows:

905.3.3 Covered and open mall buildings. Covered mall and open buildings shall be equipped throughout with a standpipe system where required by Section 905.3.1. Mall buildings not required to be equipped with a standpipe system by Section 905.3.1 shall be equipped with Class I hose connections connected to the *automatic sprinkler system* sized to deliver water at 250 gallons per minute (946.4 L/min) at the most hydraulically remote hose connection while concurrently supplying the *automatic sprinkler system* demand. The standpipe system shall be designed not to exceed a 50 pounds per square inch (psi) (345 kPa) residual pressure loss with a flow of 250 gallons per minute (946.4 L/min) from the fire department connection to the hydraulically most remote hose connection. Hose connections shall be provided at each of the following locations:

1. Within the mall at the entrance to each *exit passageway* or corridor.

2. At each floor-level landing within *interior exit stairways* opening directly on the mall.

3. At exterior public entrances to the mall of a covered mall building.

4. At public entrances at the perimeter line of an open mall building.

5. At other locations as necessary so that the distance to reach all portions of a tenant space does not exceed 100 feet (30 480 mm) of hose and 30-foot (9144 mm) of stream from a hose connection. The length of hose shall be measured along normal walking routes, and the stream shall not be expected to penetrate walls or windows.

Section 905.3.9

Revise Section 905.3.9 to read as follows:

905.3.9 Building area. When required by the *fire code official*, buildings in excess of 10,000 square feet (929 m^2) in area per level shall be equipped with a Class I standpipe system where any portion of the building's interior area is more than 200 feet (60,960 mm) measured vertically and horizontally from the nearest point of fire department apparatus access.

Section 905.4

Revise Section 905.4 to read as follows:

905.4 Location of Class I standpipe hose connections. Class I standpipe hose connection shall be provided in all of the following locations:

1. In every required *interior exit stairway*, a hose connection shall be provided for each *story* above and below *grade plane*. Hose connections shall be located at the main floor landing unless otherwise approved by the *fire code official*.

Exception: A single hose connection shall be permitted to be installed in the open corridor or open breezeway between open stairs that are not greater than 75 feet (22 860 mm) apart.

2. On each side of the wall adjacent to the exit opening of a *horizontal exit.*

   Exception: Where floor areas adjacent to a *horizontal exit* are reachable from an interior exit stairway hose connection by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the *horizontal exit*.

3. In every exit passageway, at the entrance from the *exit passageway* to other areas of a building.

   Exception: Where floor areas adjacent to an *exit passageway* are reachable from an *interior exit stairway* hose connection by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the entrance from the *exit passageway* to other areas of the building.

4. In covered mall buildings, adjacent to each exterior public entrance to the mall and adjacent to each entrance from an *exit passageway* or *exit corridor* to the mall. In open mall buildings, adjacent to each public entrance to the mall at the perimeter line and adjacent to each entrance from an *exit passageway* or *exit corridor* to the mall.

5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), a hose connection located to serve the roof or at the highest landing of an *interior exit stairway* with access to the roof provided in accordance with Section 1011.12.

6. Throughout the entire building so that all portions of each floor level are provided with hose valve coverage utilizing 100 feet (30 480 mm) of hose and 30-foot (9144 mm) stream from any hose connection located on that floor or intermediate landing. The length of hose shall be measured along normal walking routes, and the stream shall not be expected to penetrate walls or windows

Section 905.4.1

Revise Section 905.4.1 to read as follows:

905.4.1 Protection. Risers and laterals of Class I standpipe systems not located within an *interior exit stairway* or pressurized enclosure shall be protected by a degree of fire resistance equal to that required for vertical enclosures in the building in which they are located.

Exception: In buildings constructed of Type I or Type II construction or in buildings equipped throughout with an approved *automatic sprinkler system*, standpipe laterals and vertical risers that are not located within an *interior exit stairway* are not required to be enclosed within fire-resistance-rated construction.

Section 905.9

Revise Section 905.9 to read as follows:

905.9 Valve supervision. Valves controlling water supplies shall be supervised in the open position so that a change in the normal position of the valve will generate a supervisory signal at the supervising station required by Section 903.4. Where a fire alarm system is provided, a signal shall also be transmitted to the control unit.

Exceptions: Valves to underground key or hub do not require supervision.

Section 906

Amend Section 906.2 as follows and delete Section 906.2 – 906.10.

[F] 906.1 General Portable fire extinguishers are regulated by the *International Fire Code*.

Remainder of Section 906, including 906.1, 906.2, 906.3, 906.4, 906.5, 906.6, 906.7, 906.8, 906.9 and 906.10 are deleted.

Section 907.1.4

Revise Section 907.1.4 to read as follows:

907.1.4 Signage. A "FIRE ALARM CONTROL PANEL" sign shall be provided in minimum 2" letters with a minimum ½" stroke. The color of the letters shall be contrasting with respect to the background. The sign shall be provided on the door leading to the fire alarm control panel(s), unless otherwise approved by the *fire code official*.

Section 907.2

Revise Section 907.2 to read as follows:

907.2 Where required-new buildings and structures. An *approved* fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.

In separated mixed-use occupancy buildings the fire alarm/detection system shall be limited to the *fire area* that requires the system. In non-separated mixed-use occupancy buildings containing an occupancy with a fire alarm/detection system the system is required to be extended throughout the building or *fire area*.

A fire alarm system shall be installed throughout all buildings three or more stories in height.

Exception: Group R-3 occupancies and single-family dwellings built under the IRC.

Not fewer than one manual fire alarm box shall be provided in an *approved* location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or waterflow detection devices. Where other sections of this code allow elimination of fire alarm boxes to sprinklers, a single fire alarm box shall be installed.

Exceptions: The manual fire alarm box shall not be installed for fire alarm systems dedicated to elevator recall control and supervisory service~~.~~ and fire sprinkler monitoring systems.

Section 907.2.7.1

Delete Section 907.2.7.1

Section 907.2.8.2

Revise Section 907.2.8.2 to read as follows:

907.2.8.2 Automatic smoke detection system. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed throughout all interior *corridors* serving *sleeping units*. For the purposes of this section, interior means a conditioned space.

Exception: An automatic smoke detection system is not required in buildings that do not have interior *corridors* serving *sleeping units* and where each *sleeping unit* has a *means of egress* doors opening directly to an *exit* or to an exterior *exit access* that leads directly to an *exit*.

Section 907.2.8.3

Revise Section 907.2.8.3

907.2.8.3 Smoke alarms and smoke detectors. Single- and multiple-station smoke alarms or smoke detectors shall be installed in accordance with Section 907.2.10.

907.2.8.3.1 Smoke detectors. Smoke detectors shall operate in accordance with 907.2.10.7.

Section 907.2.8.4

Add section 907.2.8.4 to read as follows:

907.2.8.4 Smoke detection in sleeping areas. Smoke alarms or smoke detectors provided in sleeping areas within R-1 occupancies that are required to have a fire alarm system in accordance with this code shall be able of producing the 520 Hz low frequency audible alarm signal complying with the sleeping area requirements of NFPA 72.

Section 907.2.9.1

Revise Section 907.2.9.1 to read as follows:

907.2.9.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-2 occupancies where any of the following conditions apply:

1. Any *dwelling unit* or *sleeping unit* is located three or more stories above the lowest *level of exit discharge*;
2. Any *dwelling unit* or *sleeping unit* is located more than one story below the highest *level of exit discharge* of *exits* serving the *dwelling unit* or *sleeping unit*; or
3. The building contains 15 or more *dwelling units* or *sleeping units*.

Exceptions:

1. A fire alarm system is not required in buildings not more than two *stories* in height where all *dwelling units* or *sleeping units* and contiguous attic and crawl spaces are separated from each other and public or common areas by at least 1-hour *fire partitions* and each *dwelling unit* or *sleeping unit* has an *exit* directly to a *public way, exit court* or *yard*.
2. Manual fire alarm boxes are not required where the building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1 or 903.3.1.2 and the occupant notification appliances will automatically activate throughout the notification zones upon a sprinkler water flow.
    2.1 At least one manual fire alarm box is installed at an *approved* location.
3. A fire alarm system is not required in buildings that do not have interior *corridors* serving *dwelling units* and are protected by an approved *automatic sprinkler system* installed in accordance with Section 903.3.1.1 or 903.3.1.2, provided that *dwelling units* either have a means or egress door opening directly to an exterior *exit access* that leads directly to exits or are served by open-ended *corridors* designed in accordance with Section 1027.6, Exception 3.

Section 907.2.9.1.1

Revise Section 907.2.9.1.1 to read as follows:

907.2.9.1.1 Automatic smoke detection system. When a fire alarm system is required, an automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed throughout all interior *corridors* serving *dwelling units*. For the purposes of this section, interior means a conditioned space.

Exception: An automatic smoke detection system is not required in buildings that do not have interior corridors serving *dwelling units* and where each *dwelling unit* has a means of egress doors opening directly to an exit or to an exterior *exit access* that leads directly to an *exit*.

Section 907.2.9

Revise Section 907.2.9 to read as follows:

907.2.9.2 Smoke alarms and smoke detectors. Single- and multiple-station smoke alarms or smoke detectors shall be installed in accordance with Section 907.2.10.

907.2.9.2.1 Smoke detectors. Smoke detectors shall operate in accordance with 907.2.10.7.

907.2.9.3 Smoke detection in sleeping areas. Smoke alarms or smoke detectors provided in sleeping areas within R-2 occupancies that are required to have a fire alarm system in accordance with this code shall be able of producing the 520 Hz low frequency audible alarm signal complying with the sleeping area requirements in NFPA 72.

907.2.9.4 Group R-2 college and university buildings. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-2 occupancies operated by a college or university for student or staff housing in all of the following locations:

1. Common spaces outside of *dwelling units* and *sleeping units*.
2. Laundry rooms, mechanical equipment rooms and storage rooms.
3. All interior corridors serving *sleeping units* or *dwelling units*.

Exception: An automatic smoke detection system is not required in buildings that do not have interior *corridors* serving *sleeping units* or *dwelling units* and where each *sleeping unit* or *dwelling unit* either has a *means of egress* door opening directly to an exterior *exit access* that leads directly to an *exit* or a *means of egress* door opening directly to an *exit*.

Required smoke alarms in *dwelling units* and *sleeping units* in Group R-2 occupancies operated by a college or university for student or staff housing shall be interconnected with the fire alarm system in accordance with NFPA 72.

Section 907.2.12

Revise Section 907.2.12 to read as follows:

907.2.12 High-rise buildings. High-rise buildings shall be provided with an automatic smoke detection system in accordance with Section 907.2.12.1, a fire department communication system in accordance with Section 907.2.12.2 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 412 and 907.2.21.
2. *Open parking garages* in accordance with Section 406.5
3. Low-hazard special occupancies in accordance with Section 503.1.1

Section 907.2.12.1.3

Add Section 907.2.12.1.3 to read as follows:

907.2.12.1.3 System smoke detection with sounder bases. In a new structure classified as a *high-rise building* with residential occupancies, in lieu of installing stand-alone smoke alarms, system-type analog addressable smoke detectors with sounder-bases shall be installed in all locations required by Section 907.2.11. Activation of said devices shall send a supervisory alarm signal to the building fire alarm control panel. The smoke detector sounder shall only sound within the individual *dwelling unit*, suite of rooms, or similar area and shall not actuate the building fire alarm system, unless otherwise permitted by the *fire code official.*

Section 907.2.12.2

Revise Section 907.2.12.2 to read as follows:

907.2.12.2 Fire department communication system. Where a wired communication system is provided in addition to an emergency responder radio coverage system in accordance with Section 510 of the *International Fire Code*, the wired fire department communication system shall be designed and installed in accordance with NFPA 72 using warden stations and shall operate between a *fire command center* complying with Section 911, elevators, elevator lobbies, emergency and standby power rooms, fire pump rooms, *areas of refuge* and inside *interior exit stairways* and other locations as required by the *fire code official.* The fire department communication device shall be provided at each floor level within the *interior exit stairway*.

Section 907.2.12.3

Revise Section 907.2.12.3

907.2.12.3 Multi-channel voice evacuation. Voice evacuation systems for high-rise buildings shall be multi-channel systems.

Section 907.2.24

Add Section 907.2.24

907.2.24 Child-care smoke detectors. System smoke detectors shall be installed within sleeping areas of day cares.

Exception: Single-station smoke alarms may be permitted in facilities not otherwise required to be provided with a fire alarm system.

Section 907.5.2.1.1

Revise Section 907.5.2.1.1 to read as follows:

907.5.2.1.1 Average sound pressure. The audible alarm notification appliances shall provide a sound pressure level of 15 decibels (15 dBA) above the average ambient sound level or 5 dBA above the maximum sound level having a duration of at least 60 seconds, whichever is greater, in every occupiable space within the building. The minimum sound pressure levels shall be: 90 dBA in mechanical equipment rooms; and 80 dBA in other occupancies. Audible notification appliances shall be installed in each occupiable space.
Exceptions:

1. Laundry rooms, walk-in closets, storage rooms and walk-in coolers/freezers equal to or less than 100 square feet (9.29 m^2) in floor area.

2. In lieu of showing an audible notification appliance within a specific occupiable space on the plans, calculations may be provided showing that the alarm signals from the adjacent audible appliances will achieve a minimum of 80 decibels inside and throughout that space, where doors or other barriers between the space and the adjacent audibility device(s) are closed. Sound pressure levels shall be measured during system acceptance testing to verify the calculated space achieves a minimum of 80 dBA.

3. In sleeping areas required to be protected with low-frequency alarms, the 80 dBA minimum sound pressure provision is not required where a listed fire alarm device is not available to simultaneously achieve both the low-frequency signal and the 80 dBA minimum sound pressure.

Section 907.5.2.3.1

Revise Section 907.5.2.3.1 to read as follows:

907.5.2.3.1 Public use areas and common use areas. Visible alarm notification appliances shall be provided in *public use areas* and *common use areas*.

1. Electrical and mechanical rooms that are not normally occupied or less than 400 square feet.
2. Janitor closets.
3. Storage rooms less than 400 square feet.
4. Exit enclosures .
5. Individual work areas or offices and private toilets serving individual work areas or offices.
6. Individual inmate sleeping areas and patient sleeping rooms.

Section 907.6.4.1

Revise Section 907.6.4.1 to read as follows:

907.6.4.1 Alarm Annunciator and Fire Alarm Control Unit. Alarm annunciators and fire alarm control units shall comply with all of the following:

1. If a building has a main entrance/foyer and has more than one *story*, a read-only remote annunciator shall be provided inside the building at the main entrance/foyer.

   Exceptions:
   1. High-rise buildings provided with a *fire command center.*
   2. Alternate location as approved by the *fire code official.*

2. If a building has a fire riser room with an exterior door, the fire alarm control unit shall be provided within the fire riser room.

   Exceptions:
   1. High-rise buildings provided with a *fire command center.*
   2. Alternate location as approved by the *fire code official.*

3. The location of an operated initiating device shall be displayed by alphanumeric display at the annunciator.
4. The alphanumeric display shall state the device type, the floor level (if applicable), the device address and a descriptive location for the operated device(s).
5. The visible annunciation of the location of operated initiating devices shall not be canceled by the means used to deactivate alarm notification appliances.

Section 907.6.6

Revise Section 907.6.6 to read as follows:

907.6.6 Monitoring. Fire alarm systems required by this chapter or by the *International Fire Code* shall be monitored by an *approved* supervising station in accordance with NFPA 72 and as *approved* by the *fire code official.* Home care facilities that are licensed by the State of Nevada are also required to be monitored per this section. Proprietary Supervising Station Systems (also called self-monitoring systems), when allowed by the *fire code official,* shall be in accordance with the IFC and NFPA 72.

Exception: Monitoring by a supervising station is not permitted unless specifically approved by the *fire code official* for:

1. Single- and multiple station smoke alarms required by Section 907.2.10.
2. *Automatic sprinkler systems* in one- and two-family dwellings.
3. Monitoring systems utilizing point-by-point monitoring.

In occupancies provided with a fire alarm system, the following four distinctly different alarm signals shall be transmitted to an approved supervising station:

1. Water Flow Alarm, if provided with a fire sprinkler system.
2. Fire Alarm.
3. System Trouble.
4. Supervisory, when applicable.

For new and existing facilities, the supervising station shall only retransmit Water Flow Alarm signals to the Fire Department.

Exception: The supervising station shall also retransmit fire alarm signals for government buildings, (all facilities owned, leased and/or operated by any City, County, State, or Federal government agency) schools (including daycares, preschools, public and private schools etc.) and hospitals (including nursing homes, convalescent homes, adult care facilities, group homes, extended care facilities, etc.).

Section 909.5.3

Amend Section 909.5.3 to read as follows:

909.5.3 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.

Exceptions:

1. *Unchanged.*
2. *Unchanged.*
3. *Unchanged.*
4. *Unchanged.*
5. *Unchanged.*
6. *Unchanged.*
7. Door openings in *smoke barriers* shall be permitted to be protected by *self-closing* fire doors in the following locations:
   - *7.1 Guest rooms.*
   - *7.2 Individual dwelling units*
   - *7.3 Mechanical rooms.*
   - *7.4 Elevator machine rooms.*
   - *7.5 Electrical rooms used exclusively for that purpose.*
   - *7.6 Doors typically maintained in a closed position as approved by the Building Official.*

Section 909.16

Revise Section 909.16 to read as follows and delete 909.16.1 through 909.16.3:

[F] 909.16 Fire-fighter's smoke control panel. The fire-fighter's smoke control panels are regulated by the *International Fire Code.*

Remainder of Section 909.16, including 909.16.1, 909.16.2 and 909.16.3 are to be deleted.

Section 909.17

Revise 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

Revise 909.18.8.3 to read as follows:

909.18.8.3 Reports. A complete report of testing shall be prepared by the *approved* 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

Add a 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

Revise 909.20 to read as follows:

909.20 Smokeproof enclosures. Where required by Section 1023.11, a smokeproof enclosure shall be constructed in accordance with this section. A smokeproof enclosure shall consist of an *interior exit stairway* or *ramp* that is enclosed in accordance with the applicable provisions of Section 1023 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.

(909.20.1 through 909.20.3.3 remain w/o 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 716.2.2.1. 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 716.2.2.1. 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

Add a new 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

Revise Section 911 to read as follows:

911.1 General. Where required by other sections of this code and in buildings classified as high-rise buildings by this code, a fire command center for fire department operations shall be provided and shall comply with Sections 911.1.1 through 911.1.6. When required, a Secondary Response Point shall comply with Section 911.2.

Section 911.1.3

Revise Section 911.1.3 to read as follows:

911.1.3 Size. The *fire command center* shall be not less than 0.015 percent of the total building area of the facility served or 200 square feet (19 m^2) in area, whichever is

greater, with a minimum dimension of 0.7 times the square root of the room area or 10 feet (3048 mm), whichever is greater.

Section 911.2

Add Section 911.2 to read as follows

911.2 Secondary Response Point. A Secondary Response Point (SRP) shall comply with Section 911.2.1 through 911.2.3.

911.2.1 Where required. When required by the *fire code official*, an SRP shall be provided in buildings/facilities that are required to be served by a *Fire Command Center.*

911.2.2 Components required. The SRP shall have the following components:

1. A fire alarm LCD annunciator that provides a means to scroll through the list of devices that are activated and to acknowledge each alarm. The fire alarm annunciator shall not have the capability of silencing or resetting the building fire alarm system.
2. A microphone capable of providing all-call voice messaging over all notification appliance circuits of the alarm communication system.
3. A pull station capable of evacuating the entire building.
4. An elevator panel that allows the manual transfer of standby power to each elevator cab for all elevators located within the building.

   Exception: Where an elevator panel allowing manual transfer of standby power for all elevators is provided at the *Fire Command Center*, an elevator panel is not required at the SRP.

911.2.3 Location. The SRP shall be located as follows, subject to the approval of the *fire code official*:

1. The SRP shall be located on the floor designated for primary elevator recall.
2. The exterior entrance leading to the SRP shall be adjacent to the fire department vehicle access lane.
3. The SRP shall be located in an area inaccessible to the public.
4. The SRP shall be located within a travel distance of 200 feet from the building entry.
5. The entrance to the SRP shall be separated from the *Fire Command Center* a minimum distance equal to 25% of the building perimeter, or a minimum of 250 feet, as measured along the building perimeter. .

Section 913.1.1

Add subsection 913.1.1 to read as follows:

913.1.1 Redundant pumps in high-rise structures. Where pumps are used in structures with an occupied floor or occupied roof greater than 250 feet (76 m) in height above the lowest level of fire department access, a redundant fire pump shall be provided for each required fire pump.

Section 913.1.2

Add new Subsection 913.1.2 to read as follows:

913.1.2 Redundant pumps in multiple structures. Where a fire pump is used for booster pressure supply to multiple structures, a redundant fire pump shall be provided for each required fire pump.

Section 913.2.3

Add Section 913.2.3 to read as follows:

913.2.3 Drains. Floor drains having a minimum diameter of 3 inches shall be provided in the fire pump room.

Section 1006.2.1

Amend Section 1006.2.1 to read as follows:

TABLE 1006.2.1
SPACES WITH ONE EXIT OR EXIT ACCESS DOORWAY

OCC.	MAX. OCC. LOAD OF SPACE	WITHOUT SPRINKLER SYSTEM (feet)		WITH SPRINKLER SYSTEM (feet)
		Occupant Load		
		≤ 30	>30	
R-1	20 ~~10~~	NP	NP	125[a] ~~75~~[a]

(All other portions of the Table and all Footnotes remain unchanged)

Section 1010.1.8

Amend Section 1010.1.8 to read as follows:

1010.1.8 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 1010.1.9.12

Amend Section 1010.1.9.12 to read as follows:

1010.1.9.12 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. *Stairway* exit doors are permitted to be locked from the side opposite the egress side, provided they are openable from the egress side, unlocked simultaneously without unlatching upon a signal from the *fire command center*, if present, or a signal by emergency personnel from a location inside ~~to~~ the building.
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 1017.2.3

Add Section 1017.2.3 to read as follows:

1017.2.3 Corridor increases. The travel distances specified in Table 1017.2 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 1023.4

Amend Section 1023.4 to read as follows:

1023.4 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*.

Exception: *Interior exit stairways* are permitted to be provided a buffer vestibule between the floor and the *interior exit stairway* for areas considered normally non-occupied spaces. The buffer vestibule is required to be constructed in accordance

with Section 909.20.1 and provided with automatic-closing opening protection in accordance with Section 716. The buffer vestibule is in addition to any vestibules required by Section 909.20. Smoke detection shall be provided within the buffer vestibule. Where a building fire alarm system is provided, the buffer vestibule smoke detector(s) shall be connected to the building fire alarm system.

Section 1024.5

Amend Section 1024.5 to read as follows:

1024.5 Openings. *Exit passageway* opening protectives shall be in accordance with the requirements of Section 716.

Except as permitted in Section 402.8.7, openings in *exit passageways* other than unprotected exterior openings shall be limited to those necessary for *exit access* to the *exit passageway* from normally occupied spaces and for egress from the *exit passageway*.

Where the *interior exit stairway* or *ramp* is extended to an *exit discharge* or a *pubic way* by and *exit passageway,* the *exit passageway* shall comply with Section 1023.3.1.

Elevators shall not open into *interior exit passageway*.

Exception: *Exit passageways* are permitted to be provided with a buffer vestibule between the floor and the *exit passageway* for areas considered normally non-occupied spaces. The buffer vestibule is required to be constructed in accordance with Section 909.20.1 and provided with automatic-closing opening protection in accordance with Section 716. The buffer vestibule is in addition to any vestibules required by Section 909.20. Smoke detection shall be provided within the buffer vestibule. Where a building fire alarm system is provided, the buffer vestibule smoke detector(s) shall be connected to the building fire alarm system.

Section 1029.6.2.3

Amend Section 1029.6.2.3 to read as follows:

1029.6.2.3 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

Add new section1109.16 to read as follows:

1109.16 General. Where *Electric Vehicle Charging Stations* are provided, all charging stations shall be provided in accordance with this section and applicable portions of ICC A117.1.

1109.16.1 Existing facilities. Where *Electric Vehicle Charging Stations* are either added or altered within a facility having existing *Electric Vehicle Charging Stations*, the requirements this section shall apply only to the newly installed or altered *Electric Vehicle Charging Stations*.

1109.16.2 Minimum number. Where *Electric Vehicle Charging Stations* are provided for public use, the minimum number of accessible *Electric Vehicle Charging Stations* shall be provided in accordance with Table 1109.16.2. Where new *Electric Vehicle Charging Stations* are installed in facilities with existing *Electric Vehicle Charging Stations*, the total number provided in Table 1109.16.2 shall include both existing and new *Electric Vehicle Charging Stations*. Where an *Electric Vehicle Charging Station* charger can simultaneously charge more than one vehicle, the number of *Electric Vehicle Charging Station* chargers provided shall be considered equivalent to the number of electric vehicles that can be simultaneously charged.

Parking spaces serving *Electric Vehicle Charging Stations* per this section shall not account for any of the *accessible* parking spaces (as required by Section 1106) on the site unless specifically provided with *accessible* identification signage per Section 1109.16.6.

Exception:

1. *Electric Vehicle Charging Stations* not available to the general public and intended for use by a designated vehicle or driver shall not be required to comply with this section. Examples include, but are not limited to, charging stations serving public or private fleet vehicles, assigned to an employee, or serving private residences.

Table 1109.16.2 Electric Vehicle Charging Stations for Public Use

Number of EV Charging Stations Provided	Minimum Number of Adaptable EV Charging Stations Required
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
Over 101	4, plus 1 for each 300 over 100

1109.16.3 Vehicle space size. Parking spaces serving adaptable *Electric Vehicle Charging Stations* shall be sized the same as an *accessible* parking space including both the parking space and the *accessible* aisle serving it.

1109.16.3.1 Van Space. A minimum of one (1) parking space serving an adaptable *Electric Vehicle Charging Station* shall be sized the same as a van-accessible parking space including both the parking space and the *accessible* aisle serving it.

1109.16.4 Operable Parts and Related Equipment. Pay terminals, operable parts, graphic displays and other related features shall be *accessible*.

1109.16.5 Accessible routes. Accessible routes shall be provided to serve *Electric Vehicle Charging Stations* in accordance with Sections 1109.16.5.1 and 1109.16.5.2.

1109.16.5.1 Building or facility. Adaptable *Electric Vehicle Charging Stations* that serve a building or facility on the same site shall be located along an *accessible route* providing access to an *accessible* building entrance. Where Adaptable *Electric Vehicle Charging Stations* do not serve a building or facility on the same site, they shall be located along an accessible route providing access to the *public way*.

1109.16.5.2 Charging stations. Adaptable *Electric Vehicle Charging Stations* shall be provided with an *accessible route* between the accessible aisle serving it and all related operable parts and other equipment. When a vehicle is being charged, the *accessible route* shall not be obstructed by the cable between the vehicle and the charging station.

1109.16.6 Accessible identification signs. Adaptable *Electric Vehicle Charging Stations* shall be identified by the International Symbol of Accessibility.

Exception:
1. Where a total of ten or fewer *Electric Vehicle Charging Stations* are provided, accessible identification signage is not required.

Section 1210

Add Section 1210 to read as follows:

SECTION 1210
BABY CHANGING TABLES

1210.1 General. Where newly constructed buildings or facilities contain restrooms that are provided for public use, a minimum of one (1) *baby changing table* shall be provided to comply with all of the following:

1. Located within a public restroom or other area as approved by the *Building Official*.
2. Continuously available to both male and female occupants.
3. Applicable provisions of ICC A117.1.

Exception: *Baby changing tables* are not required in facilities that have been issued a permit or license which restricts the admission of children on the basis of age.

Section 1406

Revise Section 1406 to read as follows:

METAL COMPOSITE MATERIALS (MCM)

1406.1 General. The provisions of this section shall govern the materials, construction and quality of metal composite materials (MCM) for use as *exterior wall coverings* in addition to other applicable requirements of Chapters 14 and 16.

1406.2 Foam plastic insulation. MCM systems containing foam plastic insulation shall also comply with the requirements of Section 2603.

1406.3 Labeling. MCM shall be labeled in accordance with Section 1703.5.

1406.4 Exterior wall finish. MCM used as *exterior wall* finish or as elements of balconies and similar projections and bay and oriel windows to provide cladding or weather resistance shall comply with Sections 1406.6 through 1406.14.

1406.5 Architectural trim and embellishments. MCM used as architectural *trim* or embellishments shall comply with Sections 1406.9 through1406.14.

1406.6 Structural design. MCM systems shall be designed and constructed to resist wind oads as required by Chapter 16 for components and cladding.

1406.7 Approval. Results of *approved* tests or an engineering analysis shall be submitted to the *building official* to verify compliance with the requirements of Chapter 16 for wind loads.

1406.8 Weather resistance. MCM systems shall comply with Section 1402 and shall be designed and constructed to resist wind and rain in accordance with this section and the manufacturer's installation instructions.

1406.9 Durability. MCM systems shall be constructed of *approved* materials that maintain the performance characteristics required in Section 1406 for the duration of use.

1406.10 Fire-resistance rating. Where MCM systems are used on exterior walls required to have a *fire-resistance rating* in accordance with Section 704, evidence shall be submitted to the *building official* that the required *fire-resistance rating* is maintained.

> **Exception:** MCM systems not containing foam plastic insulation, which are installed on the outer surface of a fire-resistance-rated *exterior wall* in a manner such that the attachments do not penetrate through the entire *exterior wall* assembly, shall not be required to comply with this section.

1406.11 Surface-burning characteristics. Unless otherwise specified shall have a *flame spread index* of 75 or less and a smoke-developed index of 450 or less when tested in the maximum thickness intended for use in accordance with ASTM E 84 or UL 723.

1406.12 Type V construction. MCM shall be permitted to be installed on buildings of Type V construction not exceeding 40 feet in height.

Exception: MCM on exterior walls of Type V Buildings are exempt from the height restrictions when meeting the requirements of 1406.13.4.

1406.13 Type I, II, III and IV construction. Where installed on buildings of Type I, II, III and IV construction, MCM systems shall comply with Sections 1406.13.1 through 1406.13.4, or Section 1406.14.

1406.13.1 Surface-burning characteristics. *Metal composite materials* shall have a *flame spread index* of not more than 25 and a smoke-developed index of not more than 450 when tested in the maximum thickness intended for use in accordance with ASTM E 84 or UL 723.

1406.13.2 Thermal barriers. MCM shall be separated from the interior of a building by an approved thermal barrier consisting of ½ -inch (12.7 mm) gypsum wallboard or a material that is tested in accordance with and meets the acceptance criteria of both the Temperature Transmission Fire Test and the Integrity Fire Test of NFPA 275.

1406.13.3 Thermal barrier not required. The thermal barrier specified for MCM in Section 1406.13.2 is not required where:

1. The MCM system is specifically approved based on tests conducted in accordance with NFPA 286 and with the acceptance criteria of Section 803.1.1.1, UL 1040 or UL 1715. Such testing shall be performed with the MCM in the maximum thickness intended for use. The MCM system shall include seams, joints and other typical details used in the installation and shall be tested in the manner intended for use.
2. The MCM is used as elements of balconies and similar projections, architectural *trim* or embellishments.

1406.13.4 Full-scale tests. The MCM system shall be tested in accordance with, and comply with, the acceptance criteria of NFPA 285. Such testing shall be performed on the MCM system with the MCM in the maximum thickness intended for use.

1406.14 Alternate conditions. MCM and MCM systems shall not be required to comply with Section-1406.13.4 provided such systems comply with Section 1406.14.1

1406.14.1 Installations up to 40 feet in height. MCM shall not be installed more than 40 feet (12 190 mm) in height above grade where installed in accordance with Sections 1406.14.1.1 through 1406.14.1.4

1406.14.1.1 Self-ignition temperature. MCM shall have a self-ignition temperature of 650°F (343°C) or greater when tested in accordance with ASTM D 1929.

1406.14.1.2 Combustibility Classification. MCM shall qualify as a Class CC1 material with a burning extent of 1 inch (25 mm) or less when tested at a nominal thickness of 0.060 inch (1.5 mm) or in the thickness intended for use in accordance with ASTM D 635.

1406.14.1.3 Fire separation distance of 5 feet or less. Where the *fire separation distance* is 5 feet (1524 mm) or less, the area of MCM shall not exceed 10 percent of the *exterior wall* surface.

1406.14.1.4 Fire separation distance greater than 5 feet. Where the *fire separation distance* is greater than 5 feet (1524 mm), the area of *exterior wall* surface coverage using MCM shall not be limited.

(*Options 1 and 2 in Sections 1406.11.3 and 1406.11.4 are deleted in total.*)

Table 1607.1

Revise Table 1607.1 and add footnote p, to read 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	10	
Uninhabitable attics with storage [l,j,k,p]	20	
Habitable attics and sleeping areas [k,p]	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	

[p.] 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

Add a new exception #7 to Subsection 1609.1.1, to read as follows:

Exceptions:

(Exception 1 -6 remain unchanged)

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 29.3.1 need only consider CASE A of Figure 29.3-1 with a C_f factor equal to 1.40 and the resultant applied at the geometric center of the wall.

Section 1610

Revise Section 1610 to read 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 shall be designed to resist the seismic load due to the lateral earth pressure based on the following equations, as required by section 1807.2.2.

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 1612.2.2

Revise Section 1612.2.2. to read as follows:

1613.2.2 *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, subjected to the requirements of Section 1613.2.3, shall be used unless the *building official* or geotechnical data determines *Site Class* E or F soils are present at the site.

Where site investigations that are performed in accordance with Chapter 20 of ASCE 7 reveal rock conditions consistent with Site Class B, but site-specific velocity measurements are not made, the site coefficients F_a and F_v shall be taken at unity (1.0).

ASCE 7 states that *Site Classes* A and B, shall not be assigned to a site if there is more than 10 feet (3.1 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.

Where the site-specific site response analyses are required to obtain site ground motions in accordance with the ASCE/SEI 7-16 Section 11.4.7 and Chapter 21, 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 are required to provide a Geotechnical Investigation per Section 1803.2, the Geotechnical Design Professional may determine site class directly from the referenced maps subject to the following limitations:

1. The potential for site class E or F shall be evaluated and documented in the Geotechnical Investigation Report.
2. Mapped values shall not be used where there will be more than 10 feet of fill below the bottom of foundations.
3. Mapped values shall not be used where a Site-Specific Ground Motion Analysis is performed in accordance with ASCE-7 Chapter 21.
4. Mapped values shall not be used for *high rise* structures or for Risk Category IV structures.

Section 1612.3

Revise Section 1612.3 to read 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

Delete Exception #1 to Section 1613.1, to read 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. The seismic force-resisting system of wood-frame buildings that conform to the provisions of Section 2308 are not required to be analyzed as specified in this section.

2. Agricultural storage structures intended only for incidental human occupancy.

3. 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.

4. References within ASCE 7 to Chapter 14 shall not apply, except as specifically required herein.

Section 1704.2

Revise Exception #2 to read as follows:

Exceptions:

1. (unchanged)

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

Revise Section 1704.2.4 to read as follows:

1704.2.4 Report requirement. *Approved agencies* shall keep records of required special inspections and tests. The *approved agency* shall submit reports of special inspections and tests to the *building official* and to the *registered design professional in responsible charge*. Reports shall indicate that work inspected or tested 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 tests, and correction of any discrepancies noted in the inspections or tests shall be submitted to the *building official* prior to the final inspection.

Section 1705.3

Revise Section 1705.3 to read as follows:

1705.3 Concrete construction. *Special inspections* and tests of concrete construction shall be performed in accordance with this section and Table 1705.3.

Exception: *Special inspections* and tests 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 more than 2,500 pounds per square inch (psi) (17.2 MPa), regardless of the compressive strength specified in the *approved 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

Revise Section 1705.4 to read as follows:

1705.4 Masonry construction. *Special inspections* and tests of masonry construction shall be performed in accordance with the quality assurance program requirements of TMS 402 and TMS 602.

Exception: *Special inspections* and tests 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.
2. Masonry foundation walls constructed in accordance with Table 1807.1.6.3(1), 1807.1.6.3(2), 1807.1.6.3(3) or 1807.1.6.3(4).
3. Masonry fireplaces, masonry heaters or masonry chimneys installed or constructed in accordance with Section 2111, 2112, or 2113, respectively.
4. Masonry fences less than or equal to 8'-0" in height, retaining walls less than or equal to 6'-0" in height or a combined masonry fence and retaining wall less than or equal to 14'-0" in overall 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 402-16 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 the top of wall.

Section 1705.5

Revise the Exception in Section 1705.5 to read 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.

Table 1705.6

Revise Table 1705.6 to read as follows:

Table 1705.6
REQUIRED SPECIAL INSPECTIONS AND TESTS OF SOILS

TYPE	CONTINUOUS SPECIAL INSPECTION	PERIODIC SPECIAL INSPECTION
1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity.	—	X
2. Verify excavations are extended to proper depth and have reached proper material.	—	X
3. Perform classification and testing of compacted fill materials.	—	X
4. Verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill and other grading activities requiring special inspection.	—	X
a. All soils not meeting the requirements of category b.	—	X
b. Moderately, highly or critically expansive soils, hydrocollapsible soils, soluble soils, and/or soils requiring chemical or mechanical (geosynthetics) stabilization are encountered. Construction or stabilization of cut or fill slopes exceeding 5 feet in height, or any site requiring that fill be placed on a natural slope, an existing cut slope, or an existing fill slope steeper than 5:1.	X	—
5. Prior to placement of compacted fill, observe subgrade and verify that site has been prepared properly.	—	X

Section 1705.6.1

Add new Section 1705.6.1 to read 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 1705.16

Revise Section 1705.16 to read as follows:

1705.16 Exterior insulation and finish systems (EIFS). *Special inspections* shall be required for all EIFS applications.

Exception:

Special inspections shall not be required for EIFS applications installed over masonry or concrete walls.

Section 1705.19

Revise Section 1705.16 to read as follows:

1705.19 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

Revise Section 1803.2 to read 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.

Exception: At the option of the *building official*, the following projects may be exempted from having a geotechnical investigation.

1. Single story structures, additions, or remodels with a footprint less than 600 square feet.
2. Fences.
3. Site retaining walls less than or equal to 6 feet in retained height.
4. Mobile homes, trailers, and State of Nevada approved single story modular buildings that are classified as One-Family Dwellings (Residential Group R-3 occupancy).
5. Modular Buildings that do not have concrete or masonry foundations.
6. Carports.
7. Signs, light poles, and communication towers less than 40 feet in height.
8. Decks, shade structures, and patio covers accessory to a one or two family dwelling.

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

Revise Section 1803.3.2 to read 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

Revise Section 1803.5.3 to read 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. For all soils determined to be expansive by items 1 through 4, item 5 shall also be required 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 amended 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. 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

Add items #8 and#9 to Section 1803.5.8 to read as follows:

(Items 1-7 remain unchanged.)

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

Revise Section 1803.6 to read 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 permit applicant 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. 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 or Geological Engineer licensed in the State of Nevada.
6. 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.
7. Anticipated structural loads and type of proposed structure.
8. 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 and 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.
9. Anticipated approximate cut and fill depths.
10. Compacted fill material properties and testing in accordance with Section 1803.5.8.
11. Controlled low-strength material properties and testing in accordance with Section 1803.5.9.
12. 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.
13. 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.
14. 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.
15. Special design and construction provisions for foundations of structures founded on expansive soils, as necessary.
16. Expected total and differential settlement. Provide all test data and supporting calculations when the allowable foundation bearing pressure exceeds 4,000 psf.
17. Deep foundation information in accordance with Section 1803.5.5.

18. 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.
19. *Site class* per Section 1613.2.2, including all test data and supporting calculations.
20. 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.
21. Procedures for mitigation for geological hazards.
22. 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.
23. 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."
24. Erosion control requirements, as applicable.
25. Geotechnical design considerations for drainage structures, as applicable.
26. Address, if applicable, the possible impacts on adjoining properties and mitigating measures to be undertaken.
27. At the option of the *building official*, a statement that the grading plans and foundation plans have been reviewed and are consistent with the stated geotechnical design criteria.
28. 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 scope of work and the current site conditions based on a recent site visit. All updates to a geotechnical report must include the following three statements:
    a. The update letter must state that the site has been visited and the geotechnical report has been reviewed.
    b. The update letter must state that the new geotechnical engineer of record (if applicable) is in agreement with all of the recommendations in the geotechnical report, with any revisions to the recommendations clearly noted.
    c. The update letter must state that the engineer sealing the update letter is now the geotechnical engineer of record for the project.
29. At the option of the *building official*, a completed copy of a geotechnical report checklist shall be included with every submittal.

Section 1804.4

Revise Section 1804.4 to read as follows:

1804.4 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.

Exceptions:

1. 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).
2. Impervious surfaces shall be permitted to be sloped less than 2 percent where the surface is a door landing or ramp that is required to comply with Section 1010.1.5, 1012.3 or 1012.6.1.

The procedure used to establish the final ground level adjacent to the foundation shall account for additional settlement of the backfill.

Section 1804.4.1

Add new Section 1804.4.1 to read as follows:

1804.4.1 Low collapsible and low soluble soil. Soils, after grading, shall be classified as low collapsible and low soluble in accordance with the table below. Soils shall be classified as low expansive in accordance with amended Table 1808.6.1.1.

Table 1804.4.1

Soil Condition	Criteria	Applicable Test Method
Low Collapsible	0 to < 3%	ASTM D 2435
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 1804.6

Revise the Exception in Section 1804.6 to read 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

Revise in Section 1805.2.1 to read 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

Revise in Section 1807.2.3 to read as follows:

1807.2.3 Safety factor. Retaining walls shall be designed to resist the lateral action of soil to produce sliding and overturning with a minimum safety factor of 1.5 in each case. The load combinations of Section 1605 shall not apply to this requirement. Instead, design shall be based on 0.7 times nominal earthquake loads, 0.6 nominal wind loads, 1.0 times other *nominal loads*, and investigation with one or more of the variable loads set to zero. The safety factor against lateral sliding shall be taken as the available soil resistance at the base of the retaining wall foundation divided by the net lateral force applied to the retaining wall.

Exception: Where earthquake or wind loads are included, the minimum safety factor for retaining wall sliding and overturning shall be 1.1.

Section 1807.2.4

Revise in Section 1807.2.4 to read 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. The minimum factor of safety of 1.1 is required for all failure modes under seismic and wind loading conditions.

Section 1808.6.1.1

Add new Section 1808.6.1.1 to read 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

Add new Section 1808.6.2 to read as follows:

1808.6.2 Slab-On-Ground Foundations. Moments, shears, and deflections for use in structural design of slab-on-ground, mat or raft foundations on expansive soils shall be determined in accordance with *WRI/CRSI Design of Slab-on-Ground Foundations* or *PTI DC 10.5.* Using the moments, shears and deflections determined above, nonprestressed slabs-on-ground, mat or raft foundations on expansive soils shall be designed in accordance with *WRI/CRSI Design of Slab-on-Ground Foundations* and post-tensioned slab-on-ground, mat or raft foundations on expansive soils shall be in accordance with *PTI DC 10.5.* 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 PTI DC 10.5. Both edge lift and center lift conditions need to be evaluated.
3. Edge moisture variation distance (Em) shall be a minimum of 2.5 feet for edge lift and 4.75 feet for center lift.
4. CΔ for prefabricated roof truss clear spans shall be 360 for center lift and 800 for edge lift.
5. Typical systems using stiffener beams may be equated to a flat slab of equivalent stiffness. Stiffening beams in ribbed foundations shall be as required by PTI DC 10.5. 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 318-14 Table 19.3.2.1. 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 PTI DC 10.5 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 shear value (Ym) shall be a minimum of 1 inch.
12. For soil conditions where a low swell potential is determined, a BRAB Type II may be used if specifically recommended by the geotechnical engineer.

Section 1808.8.7

Add new Section 1808.8.7 to read 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 750 psf, with no increases allowed for short duration loads, unless a greater value is justified in a geotechnical investigation report.

3. As an alternate to item 2, calculations utilizing a modulus of subgrade reaction of 20 pci can be assumed in the absence of a site specific geotechnical investigation and can be used along with a factor of safety of 3.

Section 1808.10

Add new Section 1808.10 to read 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

Revise Section 1809.4 to read 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), unless a greater minimum depth is required by the *building official*. 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. The minimum width of footings shall be 12 inches (305 mm).

Section 1907.1

Revise Section 1907.1 to read 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: The vapor retarder is not required:

1. For detached structures accessory to occupancies in Group R-3, such as garages, utility buildings or other unheated facilities.
2. For unheated storage rooms having an area of less than 70 square feet ($6.5m^2$) and carports attached to occupancies in Group R-3.
3. For buildings of other occupancies where migration of moisture through the slab from below will not be detrimental to the intended occupancy of the building.
4. From driveways, walks, patios and other flatwork which will not be enclosed at a later date.
5. Where *approved* based on local site conditions.

Section 2304.10

Revise Section 2304.10 to read as follows:

2304.10 Connectors and fasteners. Connectors and fasteners shall comply with the applicable provisions of sections 2304.10.1 through 2304.10.8.

Section 2304.10.8

Add new Section 2304.10.8 to read as follows:

2304.10.8 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 2308.5.8

Revise Section 2308.5.80 to read as follows:

2308.5.8 Pipes in walls. Stud partitions containing plumbing, heating or other pipes shall be so framed and the joists underneath so spaced as to give proper clearance for the piping. Where a partition containing such piping runs parallel to the floor joists, the joists underneath such partitions shall be doubled and spaced to permit the passage of such pipes and shall be bridged. Where plumbing, heating or other pipes are placed in or partly in a partition, necessitating the cutting of the soles or plates, a metal tie not less than 0.058 inch (1.47mm) (16 galvanized gage) and 1 ½ inches (38mm) wide shall be fastened to each plate across and to each side of the opening with not less than six 1 ½" x 0.148" minimum nails.

Section 2606.7.4

Revise Section 2606.7.4 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.

Section 2606.7.5

Revise Section 2606.7.5 to read as follows:

2606.7.5 Electrical luminaires. Light-transmitting plastic panels and light-diffuser panels that are installed in approved electrical luminaires shall comply with the requirements of Chapter 8 unless the light-transmitting plastic panels conform to the requirements of Section 2606.7.2. The area of approved light-transmitting plastic materials that are used in required *exits* or *corridors* shall not exceed the limitations listed in Sections 2606.7.3 and 2606.7.4 as applicable.

Section 2607

Revise Section 2607 to read as follows:

2607.3 Height limitation. Light-transmitting plastics shall not be installed more than 75 feet (22 860 mm) above *grade plane*, except as allowed by Section 2607.5.

2607.4 Area limitation and separation. The maximum area of a single wall panel and minimum vertical and horizontal separation requirements for exterior light-transmitting plastic wall panels shall be as provided for in Table 2607.4. The maximum percentage of wall area of any *story* in light-transmitting plastic wall panels shall not exceed that

indicated in Table 2607.4 or the percentage of unprotected openings permitted by Section 705.8, whichever is smaller.

Exceptions:

1. Veneers of approved weather-resistant light-transmitting plastics used as exterior siding in buildings of Type V construction in compliance with Section 1405.

2. The area of light-transmitting plastic wall panels in *exterior walls* of greenhouses shall be exempt from the area limitations of Table 2607.4 but shall be limited as required for unprotected openings in accordance with Section 705.8.

2607.5 Automatic sprinkler system. Where the building is equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1, the maximum percentage area of *exterior wall* in any *story* in light-transmitting plastic wall panels and the maximum square footage of a single area given in Table 2607.4 shall be increased 100 percent, but the area of light-transmitting plastic wall panels shall not exceed 50 percent of the wall area in any story, or the area permitted by Section 705.8 for unprotected openings, whichever is smaller.

Section 2608.2

Revise Section 260.2 to read as follows:

2608.2 Buildings of other types of construction. Openings in the *exterior walls* of buildings of types of construction other than Type VB, where not required to be protected by Section 705, shall be permitted to be glazed or equipped with light-transmitting plastic in accordance with Section 2606 and all of the following:

Item 1 to remain unchanged

3. Light-transmitting plastics shall not be installed more than 75 feet (22 860 mm) above grade level.

Section 2611

Revise 2611 to read as follows:

2611.1 General. Light-transmitting plastic interior signs shall be limited as specified in Sections 2606 and 2611.2 through 2611.4. LED panel displays shall comply with Section 2611.5.

Exception: Light transmitting plastic interior wall signs in *covered and open mall buildings* shall comply with Section 402.6.4.

2611.2 Maximum area. The aggregate area of all light-transmitting plastics in each individual sign shall not exceed 24 square feet (2.23 m2).

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.

2611.3 Separation. Signs shall be separated from each other by not less than 4 feet (1219mm) horizontally and 8 feet (2438 mm) vertically.

2611.4 Encasement. Backs of wall-mounted signs and non-illuminated portions of all signs regulated by this section shall be fully encased in metal.

2611.5 LED Display Panels. Signs or displays utilizing LED display panels shall comply with this section of the code.

1. Panels used for LED displays shall be *listed* appliances.
2. Panel displays under 100 square feet in aggregate area shall not require any additional protection.
3. Panel displays between 100 square feet and 500 square feet in aggregate area shall be located in a space protected by an automatic sprinkler system.
4. Panel displays exceeding 500 square feet and below 1,000 square feet in aggregate area shall be protected with a water curtain complying with NFPA 13 across the exposed face of the display or be located in a space protected with an automatic sprinkler system of at least Ordinary Hazard Group 2.
5. Panel displays of 1,000 or greater square feet in aggregate area shall be protected by a water curtain complying with NFPA 13 across the exposed face of the display.
6. For panel displays exceeding 500 square feet, a Fire Protection Report shall be provided to substantiate the preceding requirements are met.

Section 2613

Delete exceptions 1 and 2 of Section 2613.5 and revise Section 2613 to read as follows:

2613.1 General. The provisions of this section shall govern the requirements and uses of fiber-reinforced polymer in and on buildings and structures.

2613.2 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.

2613.3 Interior finishes. Fiber-reinforced polymer used as *interior finishes, decorative materials or trim* shall comply with Chapter 8.

2613.3.1 Foam plastic cores. Fiber-reinforced polymer used as interior finish and that contain foam plastic cores shall comply with Chapter 8 and Chapter 26.

2613.4 Light-transmitting materials. Fiber-reinforced polymer used as light-transmitting materials shall comply with Sections 2606 through 2611 as required for the specific application.

2613.5 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.

Section 2902.2

Table 2902.1

Amend Table 2902.1 to read as follows:

No.	CLASSIFICATION	DESCRIPTION	WATER CLOSETS (URINALS[h]		LAVATORIES		BATHTUBS/ SHOWERS	DRINKING FOUNTAINS[e,g]	OTHER[e]
			MALE	FEMALE	MALE	FEMALE			
1	Assembly	Casino gaming areas	1 per 100 for the first 400 and 1 per 250 for the remainder exceeding 400	1 per 50 for the first 400 and 1 per 150 for the remainder exceeding 400	1 per 250 for the first 750 and 1 per 500 for the remainder exceeding 750		-	-	1 service sink
2	Business	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[e]
5	Institutional	Adult day care	1 per 15		1 per 15		1	1 per 1,000	1 service sink
		Child day care	1 per 15		1 per 15		-	1 per 1,000	1 service sink

6	Mercantile	Retail stores, service stations, shops, salesrooms, markets and shopping centers	1 per 500	1 per 750	-	1 per 1,000	1 service sink[e]

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, provided that each patient sleeping unit has direct access to the toilet room and provisions for privacy for the toilet room user are provided.
d. The occupant load for seasonal outdoor seating and entertainment areas shall be included when determining the minimum number of facilities required.
e. Drinking fountains and service sinks are not required for an occupant load of 50 or fewer.
f. The required number and type of plumbing fixtures for outdoor swimming pools shall be in accordance with Section 609 of the *International Swimming Pool and Spa Code*.
g. Where restaurants provide drinking water in a container free of charge, drinking fountains shall not be required in those restaurants. In other occupancies where drinking fountains are required, 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 number of 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*.

Amend Section 2902.2 to read 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 fewer.
3. Separate facilities shall not be required in Group M occupancies in which the maximum occupant load is 100 or fewer.
4. Separate facilities shall not be required in Group B occupancies in which the maximum occupant load is 50 or fewer provided a single toilet facility is designed for use by no more than one person at a time.

Section 3002.4

Amend Section 3002.4 to read 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*, not fewer than 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

Amend Section 3003.1.3 to read 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, not less than 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 3114

Add new Section 3114 to read as follows:

SECTION 3114
CABANAS

3114.1 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*.

3114.2 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.

3114.2.1 Frame. *Cabanas* shall be constructed of a rigid, noncombustible frame that is permanently mounted to the roof or deck on which it is located.

3114.2.2 Membrane Covering. The membrane covering of the *cabana* shall either be noncombustible in accordance with Section 703.5 or be tested by an approved agency and pass Test 2 of NFPA 701.

3114.2.3 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.

3114.2.4 Height. The highest point of a *cabana* shall not exceed 20 feet (4572 mm).

3114.2.5 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).

3114.2.5.1 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.

3114.3 Location. *Cabanas* shall be located to minimize the hazard to the building, other *cabanas*, and the means of egress.

3114.3.1 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.

3114.3.2 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.

3114.3.3 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.

3114.3.4 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*.

3114.4 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.

3114.5 Cooking facilities. Cooking shall not be permitted within 20 feet (6096 mm) of a cabana or inside a *cabana*.

3114.6 Fuel-fired equipment. Fuel-fired equipment shall not be permitted within 20 feet (6096 mm) of a *cabana* or inside a *cabana*.

3114.7 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*.

3114.8 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 and location of the *cabana*(s),use of the cabana(s), fire protection systems for the *cabana*(s), and the impact of the *cabana*(s) on the means of egress.

Section 3115

Add new Section 3115 to read as follows:

SECTION 3115
SHADE STRUCTURES

3115.1 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*.

3115.2 Design and Construction. S*hade 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.

3115.2.1 Frames. Frames shall be non-rated, and noncombustible or wood of Type IV size.

3115.2.2 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.

3115.2.3 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.

3115.2.4 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 3115.3 shall be limited to no more than 5,000 square feet (464.52 m^2).

3115.3 Location. *Shade structures* shall be allowed to be constructed on or attached to the building or may be free standing separated from the building.

3115.3.1 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.

3115.3.2 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.

3115.4 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.

3115.5 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 m²).
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 m²) 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.

3115.6 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 3115.10.

3115.7 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.*

3115.8 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.

3115.9 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 location of the *shade structures*, *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.

Appendix G

Delete Appendix G, in its entirety.

Appendix H

Adopt Appendix H and revise section H107.1.3. Section H107.1.3 Area Limitation. Add an exception to Section H107.1.3 to read as follows:

Exception: The area of plastics may be unlimited on a structurally independent sign provided the exterior walls of adjacent buildings are constructed in accordance with Table 602 and located;

1. A minimum of 10 feet from Type I building(s); and
2. A minimum of 10 feet, measured horizontally, from a building's main entrance.

The separation distance from the sign and an adjacent building shall be a consideration for the rating of the building's exterior walls. For the purposes of this exception, the fire resistance rating of the sign may be taken as 0 hours at any separation distance.

Appendix J

Adopt Appendix J and revise 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.

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. Structures, additions, or remodels with a footprint less than 600 square feet.
2. Decks, shade structures, and patio covers accessory to a one or two family dwelling.
3. Mobile homes, trailers, and modular buildings that are not considered real property.
4. Carports.
5. Signs, light poles, and communication towers

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.*"

J104.3 Geotechnical Report. A geotechnical report prepared by a *registered design professional* shall be provided. The report shall comply with Section 1803.6.

J105.1 General. Inspection of grading operations shall comply with the provisions of this section. The permittee shall be responsible for the work to be performed in accordance with the *approved* plans and specifications and in conformance with the provisions of this code. The permittee shall engage an approved agency, if required by the *building official*.

J105.1.1 Completion of work and final reports. Report submittal shall be in compliance with Section 1704.1.2.

J105.1.2 Final Grading report. Upon completion of pad grading (or foundation excavation) and prior to a footing or foundation inspection, a Final Grading report shall be provided by an *approved* agency. Grading (or foundation excavation) shall be observed and tested by an *approved* agency. The *approved* agency shall prepare the report, signed by a *registered design professional* certifying that the grading and earthwork are complete and substantially comply with the requirements of the geotechnical report of record including any approved supplements or addenda. At the option of the *building official*, a Pad Certification report submitted in accordance with Section J105.1.3 may be accepted as an interim report prior to a footing or foundation inspection. A Final Grading report will then be required prior to receiving a Final Inspection.

The final grading report shall state that the engineer for grading inspections is certifying that all grading recommendations in the approved geotechnical report (including any approved updates or addenda) have been followed. Noncompliance

reports shall be written when the grading contractor did not follow the recommendations of the approved report or when site conditions did not match those indicated in the approved geotechnical report. The engineer for grading inspections shall not authorize any revisions to the approved geotechnical report without the written consent of the geotechnical engineer of record.

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 318-14 Section 19.3.2.
9. All daily reports, test data, non-compliance reports, and records of corrections.
10. 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.
11. The preceding requirements shall be presented for each pad or structure being certified.

The final grading report shall state that the engineer for grading inspections is certifying that all grading recommendations in the approved geotechnical report (including any approved updates or addenda) have been followed. Noncompliance reports shall be written when the grading contractor did not follow the recommendations of the approved report or when site conditions did not match those indicated in the approved geotechnical report. The engineer for grading inspections shall not authorize any revisions to the approved geotechnical report without the written consent of the geotechnical engineer of record. 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 318-14 Section 19.3.2.
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 in responsible charge* 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 in responsible charge* 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 O

Adopt a new Appendix O to read as follows:

APPENDIX O
EVALUATING LIQUEFACTION HAZARDS

SECTION O101
GENERAL

O101.1 Scope. This guideline is intended to address the requirements of NRS 278.580 6(b) which mandates governing bodies to amend their building codes to include standards for the investigation of hazards relating to seismic activity including liquefaction.

O101.2 Design Basis. When a geotechnical investigation report is required by 1803.2 then this guideline specifies the minimum requirements for evaluation of liquefaction hazards. The liquefaction evaluation must be performed by a *registered design professional.*

SECTION O102
DEFINITIONS

O102.1 Definitions. The following words and terms shall, for the purposes of this appendix, have the meanings shown herein. Refer to Chapter 2 of this code for general definitions.

CPT. Cone Penetration Test (ASTM D3441).

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].

Ground Loss. Localized ground subsidence.

Land Subsidence: The gradual downward settling or sinking of the earth's surface.

Liquefaction. 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).

q_c. Tip resistance measured by CPT probe (force/length^2).

$q_{c,1}$. Normalized CPT tip resistance (force/length2); 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).

SECTION O103
EVALUATION OF LIQUEFACTION POTENTIAL

O103.1 Liquefaction shall be evaluated for all projects that require a geotechnical investigation report. Liquefaction potential is associated with three soil conditions that include: presence of low density silts and/or sands; saturation and non-cohesive soil behavior.

Exception: Detached accessory structures associated with a single family residence that do not have any habitable space and are classified as group S or U occupancies; examples include carports, patio covers (shade structures), detached garages, storage sheds, agricultural buildings, barns, etc.

O103.1.1 Screening for Potential Liquefaction Hazards. Liquefaction potential may be considered low when any of the following conditions are identified:

1. Groundwater conditions have been evaluated to a depth of 50 feet below the ground surface and no saturated soils have been identified within this zone. Groundwater conditions may be evaluated by traditional geotechnical exploration methods or published well data may be referenced. Evaluation of groundwater conditions should take into account seasonal variation in groundwater elevation.

2. Geotechnical exploration logs indicate that there are no soil strata present in the upper 50 feet that consist of low density silts and/or sands which have standardized blow counts (ASTM D1586) less than 15 blows per foot.

3. Geotechnical exploration logs indicate that there are soil strata present in the upper 50 feet that consist of low density silts and/or sands which possess cohesive soil properties that reduce the likelihood of liquefaction. Soils having a plasticity index (PI) greater than 12 are generally expected to behave like clays; however, if the PI is greater than 7 and the in-situ moisture content of the soils is less than 85% of the liquid limit, clay-like behavior may also expected. Engineering judgment must be applied when using this criteria.

O103.1.2 Detailed Liquefaction Hazard Analysis. When liquefaction potential cannot be shown as low per the requirements of O103.1.1, then a detailed liquefaction analysis shall be performed.

O103.1.2.1 Field Investigation Requirements. The field investigation shall be based on visual observations of the soil and any necessary tests of soil materials disclosed by borings, test pits or other subsurface exploration methods made in appropriate locations. In addition, surficial deposits shall be evaluated and described along with any exposed earth. The surficial deposits or exposed area shall be defined in terms of environment of deposition and the relationship to existing topography. The investigation shall be conducted by a qualified representative approved by the *registered design professional.* The field investigation shall include the following:

1. Soil Classification by the Unified Soil Classification System (ASTM D2487). Backup data shall be included, for a minimum of one sample, for every two borings or test pits or other subsurface exploratory method distributed among the prominent horizons in the soil profile. This data shall include particle size distribution, Atterberg Limits, unit weight and in-situ moisture content of the sampled soil.

2. Correlation and analysis of soil horizons based on in-situ Standard Penetration Test (STP) data and/or Cone Penetration Test (CPT) data.

3. Flood zones or any know historic areas of liquefaction.

4. Depth to relative groundwater elevation, reported as Below Ground Surface (bgs). The relative groundwater elevation must be based on boring logs, test pits, monitor well data, geophysical investigations or available groundwater maps.

5. Evaluation of the geometry of potentially liquefiable soils. Deposits of liquefiable soils shall require lateral investigation for the determination of hazardous weakened plane areas and areas susceptible to sliding that may pose a risk to lateral spreading.

6. A minimum of 30% of the explorations required by 1803.3.2 or 1 exploration, whichever is greater, shall extend to a depth of 50 feet below the ground surface.

O103.1.2.2 Analysis Requirements. To evaluate for a potential liquefaction hazard a probabilistically derived peak ground acceleration with a 10% probability of exceedance in 50 years (i.e. 475-year return period) shall be used when site-specific analyses are performed. However, special considerations must be made for certain structures as defined by the *building official.* 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. The factor of safety shall comply with Table O103.1.2.2. This factor of safety is based on quality, site-specific penetration resistance, laboratory data and appropriate ground-motion data used in the analyses. However, larger factors of safety may be applicable for differing field conditions and types of construction. If lower factors of safety are calculated for some soil zones, an evaluation of the level (or severity) of the hazard associated with

potential liquefaction of these soils shall be determined.

TABLE O103.1.2.2
FACTORS OF SAFETY FOR LIQUEFACTION HAZARD ASSESSMENT

CONSEQUENCE OF LIQUEFACTION	$(N_1)_{60}$ CLEAN SAND	FACTOR OF SAFETY	
		RISK CATEGORY I AND II	RISK CATEGORY III AND IV
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

O103.1.2.3 Mitigation of Liquefaction Hazards. Mitigation method(s) shall provide an acceptable level of protection in both: 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) Localized hazard(s) at and immediately adjacent to the structures and/or facilities of concern (e.g., bearing failure, settlement, localized lateral movements).

O104
REPORTING

O104.1 Reporting. Where an investigation, evaluation and mitigation of liquefaction hazards has been performed/completed, a written report shall be submitted to the *building official*. This report shall include, but not limited to, the following information:

1. If any method other than Standard Penetration Test (SPT; ASTM D1586) and Cone Penetration Test (CPT; ASTM 3441) are used, a description of the equipment and procedural details of the field measurements must be summarized.

2. If SPTs are performed, boring logs must show (unmodified) N-values. If CPTs are conducted, probe logs must show qc-values and plots of sleeve friction.

3. An explanation of the basis of the methods used to convert SPT, CPT or non-standard data to "corrected" and "standardized" values.

4. Tabulation and/or plots of corrected values used for analyses.

5. An 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).

6. An 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.

7. Factors of safety against liquefaction at various depths and/or within various potentially liquefiable soil units.

8. Conclusions regarding the potential for liquefaction and estimated deformation and its potential impact on the proposed project.

9. Proposed mitigation measures that are determined to reduce potential damage caused by liquefaction.

10. Describe the criteria necessary for SPT-based or CPT-based and/or other types of acceptance testing that will be used to demonstrate satisfactory remediation.

11. Confirmation of Site Class in accordance with ASCE 7-16 Chapter 20 to identify if Site Class F conditions exist.

Appendix P

Adopt a new Appendix P to read as follows:

APPENDIX P
INVESTIGATING POTENTIAL SURFACE FAULT RUPTURE & LAND SUBSIDENCE HAZARDS

SECTION P101
GENERAL

P101.1 SCOPE. The intent of these provisions is to provide the minimum level of effort required when investigating the potential for *surface fault rupture* and *fissuring* in Clark County, Nevada. Additional effort beyond these provisions may be required at certain sites due to their complexity and the nature of the proposed improvements.

SECTION P102
DEFINITIONS

P102.1 DEFINITIONS. The following words and terms shall, for the purposes of this appendix, have the meanings shown herein. Refer to Chapter 2 of this code for general definitions.

Differential Land Subsidence. Subsidence across pre-existing faults.

Earth Fissure. Ground cracks or voids found in the near surface of the earth. Earth fissures 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. Faults will be classified as follows:

1. *Fault, Holocene Active:* A fault that has moved within the last 11,000 years.

2. *Fault, Late Quaternary Active:* A fault that has moved within the last 130,000 years.
3. *Fault, Quaternary Active:* A fault that has moved within the last 1,600,000 years.
4. *Fault, Inactive:* A fault without recognized activity within the past 1,600,000 years.

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 feet wide.

Geotechnical Investigation. Report prepared per sections 1803.2 through 1803.6.

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.

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.

SECTION P103
WHEN TO PERFORM THE INVESTIGATION

P103.1 All *Geotechnical Investigation* reports shall address the requirements of IBC section 1803.5.11 regardless of the specific requirements of this appendix.

An evaluation of sites for potential *surface rupture* or hazards due to *differential subsidence* and *fissuring* as described in this appendix shall be performed when any of the following conditions apply:

1. A *fault* has been previously mapped or otherwise documented to exist within 1,000 feet from the site.
2. When a *fault* has been previously mapped within the limits of the property.
3. When required by the *building official.*

The *registered design professional* performing the evaluation must determine what is appropriate and necessary.

Exception: At the option of the *building official*, the following structures may be exempt from the investigation described in this appendix:

1. Dwellings and accessory structures (e.g. casita, patio covers, decks, canopies, etc.) associated with a single lot, single family residence. In this case, the *fault* location may be historically approximated by the *registered design professional* through historical research and shall be shown in the *Geotechnical Investigation* report. A setback of at least fifty (50) feet from each side of the historically approximated *fault* edge shall be established.

SECTION P104
DESCRIPTION OF THE EVALUATION

P104.1 A *registered design professional* shall perform an evaluation. The evaluation shall include:

1. Research of available information, such as geologic maps, technical publications, historical imagery, etc.
2. A surface evaluation.
3. A subsurface investigation as described in Section P104.1.3 if any Quaternary-age or more recent surface rupture is mapped or otherwise documented to exist within the limits of the property or within 50 feet from the property line as noted in section P104.1.2.2.

The methodology and results of the evaluation must be properly documented in the *Geotechnical Investigation* report (See section P105 for reporting requirements). Some of the evaluation methods described below should be carried out beyond the site being investigated.

P104.1.1 Research. Review of the region's seismic history, based on existing maps and technical literature.

P104.1.1.1 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*).

P104.1.1.2 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 (e.g. the State of Nevada Department of Water Resources through their website provides free access to Nevada hydrology data, including well logs and historic and current water levels).

P104.1.1.3 Review of Aerial Photographs. Analysis shall 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.

P104.1.2 Surface Evaluation. A *registered design professional* shall inspect the site for indicators that a *fault* exists or may exist onsite. The inspection may extend beyond the limits of the site being evaluated.

P104.1.2.1 Non-Specific.

a. Conduct visual inspections for signs of ground movement (distress) of man-made structures on adjacent developments. Review available geotechnical reports to determine the geotechnical conditions of sites in the area.

b. Mapping of surface features, including geologic units and structures and topographic features both on and beyond the site.

P104.1.2.2 Specific to Fault Rupture Hazard.

a. If any Quaternary-age or more recent surface rupture is mapped or otherwise documented to exist within the limits of the property or within 50 feet from the property line, the feature(s) shall be further investigated as described in section P104.1.3.

Note: In the event that the subsurface investigation cannot be performed beyond the limits of the property, the *registered design professional* shall perform the subsurface investigation within the limits of the property, as close as practical to the feature of interest, to disprove the possibility of the fault being present onsite.

P104.1.3 Subsurface investigation. The subsurface investigation, if required per section P104.1.2.2, shall consist of trenching and other excavating, with appropriate logging and documentation to permit detailed and direct observation of exposed geologic units and features. In cases where the geologic feature of interest is below the practical limit of the excavation (e.g. *fault rupture* has been obscured by deep alluvium, etc.), the *registered design professional* may consider the use of other techniques, such as geophysical surveys, to obtain adequate subsurface information. The following methodologies may be used in a subsurface investigation:

P104.1.3.1 Non-Specific.

a. This includes trenching across potentially active *fault* 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. When geophysics is utilized for *fault* mapping, a minimum of two arrays perpendicular to the suspected *fault trace* shall be performed. The geophysical exploration program, including the number of geophones, type of geophones, spacing and other survey parameters, shall be selected by the *registered design professional.*

P104.1.3.2 Specific to Differential Subsidence and Fissure Hazard. 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. Width of the *fissure* zones and the general geometry and depth of *fissures* shall be determined.

SECTION P105
REPORTING REQUIREMENTS

P105.1 The following subjects shall be addressed in any investigation of sites for potential surface rupture or hazards due to *differential subsidence* and fissuring. The results of the investigation shall be presented as an appendix to the *Geotechnical Investigation* report.

P105.2 Report content. *Geotechnical Investigation* reports shall include the following information.

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. The minimum Setbacks shall be per section 1808.10. If the recency of movement cannot be determined, then the fault shall be assumed to be *Holocene* for minimum setback purposes.

b. The *faults* and 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.

c. Need for additional studies, or inspection during construction.

P105.3 References. The *Geotechnical Investigation* shall list all references used in the investigation.

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.

P105.4 Illustrations. Illustrations are essential to the understanding of the report and to reduce the length of text. Most of these items would typically be applicable.

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 items 1 or 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.

P105.5 Appendix. Supporting data not included above (e.g. water well data).

P105.6 Authentication. Signature of the *registered design professional* who conducted the evaluation.

Appendix Q

Adopt a new Appendix Q to read as follows:

APPENDIX Q
FENCES, WALLS AND RETAINING WALLS

Q101 General

Q101.1 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.

Q101.2 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.

Q102.0 DEFINITIONS

Q102.1 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.

Q103.0 PERMITS

Q103.1 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*.

Q103.2 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.

Q103.3 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.*

Q103.4 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.

Q104.0 GENERAL REQUIREMENTS AND LIMITATIONS

Q104.1 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.

Q104.2 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*.

Q104.3 Natural drainage. No *permits* shall be issued for fences, walls and/or retaining walls, which would block any natural flow path.

Q104.4 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, razor wire, or other approved security material may be used when its detailed use, location, and construction requirements are approved by the authority having jurisdiction.

Q105.0 IMPLEMENTATION

Q105.1 Implementation. The *building official* is empowered to formulate procedural guidelines to be used in implementing this chapter.

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2018-28 - For possible action - Adopts the 2018 Edition of the International Residential Code, together with amendments thereto. Proposed by: Scott D. Adams, City Manager

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopt the 2018 Edition of the International Residential Code, together with amendments thereto. The adoption is part of the City's effort to adopt local versions of all the major building and fire safety codes in their most recently published versions.

RECOMMENDATION:
Bill will be heard at the July 30, 2018 Recommending Committee Meeting and is eligible for adoption at this August 1, 2018 City Council Meeting.

First Reading – July 18, 2018 First Publication – July 19, 2018

BACKUP DOCUMENTATION:
1. Bill No. 2018-28
2. Southern Nevada Amendments to the 2018 International Residential Code

BILL NO. 2018-28

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE 2018 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE, TOGETHER WITH AMENDMENTS THERETO, AND PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Scott D. Adams, City Manager

Summary: Adopts the 2018 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, 2012 Edition," as modified herein, including all Appendices, except as otherwise specified. This publication, as modified, is designated as Part 1 of this Chapter.

(B) Subject to the provisions of Subsection (C), the document entitled "Southern Nevada Amendments to the 2012 International Building Code, which amends, by adding to and deleting from, certain sections of the International Building Code, 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.

(D) The publication entitled the "International Residential Code for One- and Two-Family Dwellings, [2012] <u>2018</u> Edition" (also known as the "International Residential Code, [2012] <u>2018</u> Edition") as modified herein, including all chapters and Appendices, except as otherwise specified. This

publication, as modified, is designated as Part 4 of this Chapter.

(E) The document entitled "Southern Nevada Amendments to the [2012] 2018 International Residential Code," which amends, by adding to and deleting from, certain sections of the International Residential Code, [2012] 2018 Edition. This document is adopted as Part 5 of this Chapter.

SECTION 2: The document entitled "Southern Nevada Amendments to the 2018 International Residential Code" is attached hereto.

SECTION 3: The document entitled "Southern Nevada Amendments to the 2018 International Residential Code" is amended by deleting the entry for Section R313 and its constituent parts, thus restoring the text of that Section and its constituent parts as they appear in the International Residential Code, 2018 Edition.

SECTION 4: Ordinance No. 6351, the "International Residential Code, 2012 Edition," and the "Southern Nevada Amendments to the 2012 International Residential Code" are hereby repealed in their entirety.

SECTION 5: This Ordinance shall be effective as of February 4, 2019.

SECTION 6: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 7: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of

not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 8: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2018.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-9-18
_____
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 _____, 2018, 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 _____, 2018, 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:

_____
LUANN D. HOLMES, MMC
City Clerk



SOUTHERN NEVADA AMENDMENTS

TO THE

2018 INTERNATIONAL RESIDENTIAL CODE

PREFACE

This document was developed by the Southern Nevada Building Officials' International Residential Code committee and presents recommended amendments to the 2018 International Residential Code as published by the International Code Council

Participation in the 2018 IRC Committee was open to all interested parties. However, voting on amendment proposals was limited to one vote each for six of Southern Nevada municipalities (Clark County, Henderson, Las Vegas, North Las Vegas, Boulder City, and Mesquite), the Clark County School District, and three industry representatives. All 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* not more than three stories above *grade plane* in height. Where this code refers to codes not adopted by the jurisdiction, the applicable code adopted by the jurisdiction shall govern.

Section R202

Revise definition of Townhouse as follows:

Definitions: 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)

Amend Table R301.2(1) and changing footnotes "d", "g" and "n":

TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD [o]	WIND DESIGN				Seismic Design Category [f]	SUBJECT TO DAMAGE FROM			Winter Design Temp [e]	Ice Barrier Underlayment Required [h]	FLOOD HAZARDS [g]	AIR FREEZING INDEX [i]	MEAN ANNUAL TEMP [j]
	Speed [d] (mph)	Topographic effects [k]	Special wind region [l]	Windborne debris zone [m]		Weathering [a]	Frost line depth [b]	Termite [c]					
0<2000'	115	No	No	No	D_0	Negligible	1'<5000'	Moderate To Heavy	0' to 4500' Winter 27° F Summer 112° F	No	*	1500	66.3° F
5<3600'	115	No	No	No	D_0	Negligible	1'<5000'			No	*	1500	66.3° F
10<4500'	115	No	No	No	D_0	Negligible	1'<5000'			No	*	1500	66.3° F
15<6000'	115	No	No	No	D_0	Severe	3'>5000'		4500' to 6000' Winter 5° F Summer 92° F	YES	*	2000	48.1° F
IBC for Elevations >6000'	IBC	IBC	No	No	IBC	IBC	IBC			IBC	*	IBC	IBC

MANUAL J DESIGN CRITERIA [n]

Elevation	Latitude	Winter heating	Summer cooling	Altitude correction factor	Indoor design temperature	Design temperature cooling	Heating temperature difference
Cooling temperature difference	Wind velocity heating	Wind velocity cooling	Coincident wet bulb	Daily range	Winter humidity	Summer humidity	

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

a. Where weathering requires a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code, the frost line depth strength required for weathering shall govern. The weathering column shall be filled in with the weathering index, "negligible," "moderate" or "severe" for concrete as determined from Figure R301.2(4). 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. Where the frost line depth may require deeper footings than indicated in Figure R403.1 (1), the frost line depth strength required for weathering shall govern. 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 (5) A]. Wind exposure category shall be selected as "category C" unless the applicant provides a detailed justification on how the exposure category is 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 $97^{1/2}$-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. [Also see Figure R301.2 (1).]

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 R905.1.2, 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° F)."

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)."

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.

l. In accordance with Figure R301.2(5)A, where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with "YES" and identify any specific requirements. Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

m. In accordance with Section R301.2.1.2 the jurisdiction shall indicate the wind-borne debris wind zone(s). Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

n. Manual J and the 2018 IECC shall be used to fill in these values.

o. The jurisdiction shall fill in this section of the table using the Ground Snow Loads in figure R301.2 (6)

Table R301.5

Amend Table R301.5 as follows:

TABLE R301.5

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
Guards and handrails [d]	200[h]
Guard in-fill components [f]	50[h]
Passenger vehicle garages [a]	50[a]
Rooms other than sleeping rooms	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 301.6 Roof Loads

Amend R301.6 by adding a second sentence to read 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 1607.13 of the 2018 International Building Code may be used in place of the loads in Table R301.6.

Section 302.1 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 NFPA13-D shall comply with Table R302.1 (2). For use of this Table, fire separation distance in the field shall be measured from the lot line to the foundation.

Exception:

1. Walls, projections, openings or penetrations in walls perpendicular to the line used to determine the fire separation distance.

2. Walls of individual dwelling units and their accessory structures located on the same lot.
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.

TABLE R302.1 (1) EXTERIOR WALLS

EXTERIOR WALL ELEMENT		MINIMUM FIRE-RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
Walls (c)	Fire-resistance rated	1 hour-tested in accordance with ASTM E119, UL 263 or Section 703.3 of the *International Building Code* with exposure from both sides	0 feet
	Not fire-resistance rated	0 hours	≥ 5 feet
Projections	Not allowed	NA	< 2 feet
	Fire-resistance rated	1 hour on the underside, or heavy timber, or fire-retardant-treated wood (a),(b)	≥2 feet to < 5 feet
	Not fire-resistance rated	0 hours	≥ 5 feet
Openings in walls	Not allowed	NA	< 3 feet
	25% maximum of wall area	0 hours	3 feet
	Unlimited	0 hours	5 feet
Penetrations	All	Comply with Section R302.4	< 3 feet
		None required	3 feet

For SI: 1foot = 304.8 mm. NA = Not Applicable,
(a). The fire-resistance rating shall be permitted to be reduced to 0 hours on the underside of the eave overhang if fireblocking is provided from the wall top plate to the underside of the roof sheathing.
(b). The fire-resistance rating shall be permitted to be reduced to 0 hours on the underside of the rake overhang where gable vent openings are not installed.
(c). Unrated exterior finishes shall not project more than 4 inches into the fire separation distance.

Section R 307.1

Revise R307.1 Space Required, as follows:

R307.1 Space required. Fixtures shall be spaced in accordance with UPC section 402.5

Section R313

Revise R313.1 and R313.2 and add section R313.3, as follows:

R313.1 Townhouse automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in *townhouses* where the *living space* of the building exceeds 5,000 square feet (465 $m^{2)}$ in area.

Exception: An automatic residential fire system shall not be required where *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.

R313.2 One- and two-family dwellings automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in one- and two-family *dwellings* where *the living space* of the building exceeds 5,000 square feet (465 $m^{2)}$ in area.

Exception: An automatic residential fire system shall not be required for *additions* or *alterations* made to existing buildings that are not already provided with an automatic residential fire sprinkler system.

R313.2.1 Design and installation. Automatic residential fire sprinkler systems for one- and two-family *dwellings* shall be designed and installed in accordance with Section P2904 or NFPA 13D.

R313.3 Fire Flow. For any building not otherwise required to provide fire sprinklers, where the available fire flow does not meet the fire flow requirements of the 2018 IFC, approved automatic sprinkler systems shall be provided as required by the fire code official.

Section R315.2.2

Revise subsection 315.2.2, to read as follows:

R315.2.2 Alterations, repairs and additions. Where *alterations*, *repairs* or *additions* requiring a permit occur, the *individual dwelling unit* shall be equipped with 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.
2. Installation, alteration or repairs of plumbing, or non-fuel fired mechanical systems.

Section R401.3

Section R401.3 is deleted in its entirety and replaced with a new section R401.3 to read 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

Section R401.4 is deleted in its entirety and replaced with revised section R401.4 to read as follows:

401.4 Soil tests. All structures or additions shall have a soils geotechnical reports complying with the 2018 IBC Chapter 18.

Exception: Projects listed in the 2018 IBC Section 1803.2. All projects shall comply with 2018 IBC Section 1803.1.

Section R401.5

Insert 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 2018 IBC chapter 18 and appendix J.

Section R406.2

Section R406.2 is amended to read 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 higher of (a) the top of the footing or (b) 6 inches (152 mm) below the top of the basement floor, 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.

All joints in membrane waterproofing shall be lapped and sealed with an adhesive compatible with the membrane.

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 less than 200°F (93°C).

Section R506.2.3 Vapor retarder

Revise Section R506.2.3 Vapor retarder, as follows:

R506.2.3 Vapor retarder. A 10 mil (0.010 inch; 0.25 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 is not required for the following:

1. From garages, utility buildings and other unheated *accessory structures.*
2. For unheated storage rooms having an area of less than 70 square feet (6.5m^2) and carports.
3. Driveways, walks, patios and other flatwork not likely to be enclosed and heated at a later date.
4. Where *approved* by the *building official*, based on local site conditions.

Section R807.1

Revise section R807.1, to read 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 be not less than 22 inches by 30 inches (559 mm by 762mm) and shall be located in a hallway or other location with *ready access*, Where located in a wall, the opening shall be not less than 22 inches wide by 30 inches high (559mm by 762mm). Where 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 the ceiling framing members. See 2018 UMC 904.10 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. The installation of wood shingles is not permitted.

Section R905.8 Wood Shakes

Delete Section R905.8 in its entirety, and replace as follows:

R905.8 Wood shakes. The installation of wood shakes is not permitted.

Section R1007 Fireplaces and Appliances

Add Section R1007 Fireplaces and Appliances, add R1008 Special Fireplace and Appliance Requirement as follows:

R1007.1 Types of fireplaces

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 Chapter 10 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.

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.

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.

Section: Deleted Chapters

Delete chapters 11 through 22 and 24 through 43 in their entirety, excluding section P2904.

Section R806.5

Amend Table R806.5 as follows:

CLIMATE ZONE	MINIMUM RIDGED BOARD ON AIR-IMPERMEABLE INSULATION R-VALUE [a,b]
2B and 3B	0 (none required)
1, 2A, 2B, 3A, 3C	R-5
4C	R-10
4A, 4B	R-15
5	R-20
6	R-25
7	R-30
8	R-35

Section P2904.2.3 Freezing areas

Revise Section P2904.2.3, as follows:

Section 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.

Appendix H – Patio Covers

Adopt Appendix H – Patio Covers

Appendix K – Sound Transmission

Adopt Appendix K – Sound Transmission

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2018-29 - For possible action - Adopts the 2018 International Existing Building Code, together with amendments thereto. Proposed by: Scott D. Adams, City Manager

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopt the 2018 International Existing Building Code, together with amendments thereto. The adoption is part of the City's effort to adopt local versions of all the major building and fire safety codes in their most recently published versions.

RECOMMENDATION:
Bill will be heard at the July 30, 2018 Recommending Committee Meeting and is eligible for adoption at this August 1, 2018 City Council Meeting.

First Reading – July 18, 2018 First Publication – July 19, 2018

BACKUP DOCUMENTATION:
1. Bill No. 2018-29
2. Southern Nevada Amendments to the 2018 International Existing Building Code

BILL NO. 2018-29

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE 2018 INTERNATIONAL EXISTING BUILDING CODE, TOGETHER WITH AMENDMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Scott D. Adams, City Manager

Summary: Adopts the 2018 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, Chapter 6, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read 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] 2018 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,"] "Southern Nevada Amendments to the International Existing Building Code, 2018 Edition," which adds to, deletes from and amends the "International Existing Building Code, [2012] 2018 Edition," as Part 2 of this Chapter.

SECTION 2: The document entitled "Southern Nevada Amendments to the 2018 International Existing Building Code" is attached hereto.

SECTION 3: Ordinance No. 6352, the 2012 International Existing Building Code, and the City of Las Vegas Amendments to the 2012 International Existing Building Code are hereby repealed in their entirety.

SECTION 4: This Ordinance shall be effective as of February 4, 2019.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by

any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 7: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2018.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-9-18
_____
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 _____, 2018, 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 _____, 2018, 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:

_____
LUANN D. HOLMES, MMC
City Clerk



SOUTHERN NEVADA AMENDMENTS

TO THE

2018 INTERNATIONAL EXISTING BUILDING CODE

PREFACE

This document was developed by the Southern Nevada Building Officials' International Existing Building Code committee and presents recommended amendments to the 2018 International Existing Building Code as published by the International Code Council

Participation in the 2018 IEBC Committee was open to all interested parties. However, voting on amendment proposals was limited to one vote each for six of Southern Nevada municipalities (Clark County, Henderson, Las Vegas, North Las Vegas, Boulder City, and Mesquite), the Clark County School District, and three industry representatives. All 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 101.6.1 Adopted Appendices

Insert new section 101.6.1 as follows:

> **101.6.1 Adopted Appendices.** The provisions contained within Appendices A, B and C are hereby specifically adopted.

Section 102.4.3 Adopted Codes

Insert new 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.

Section Chapter 1, Part 2, Sections 103-117

Delete the Administrative portions of Chapter 1

> Delete Part 2 Administration and Enforcement (sections 103 through 117) in its entirety.

Section 202 GENERAL DEFINITIONS

Insert a new definition as follows:

> **BABY CHANGING TABLE.** A table or other device that is safe and sanitary for changing the diaper of a child age 3 or under.

Section 301.6 Baby Changing Tables

Insert new section 301.6 as follows:

> **301.6 Baby Changing Tables.** Wherever a new restroom is constructed for use by the public a baby changing table shall be installed. The baby changing table shall be located in a common area or within restrooms and shall comply with 2009 ICC A117.1. The baby changing table must be *approved* for use by the *code official* and installed in accordance with the requirements of the *International Building Code.* A baby changing table must be available to both sexes.
>
> **Exception:** A facility that has been issued a permit or license which restricts the admission of children on the basis of age shall be exempt from this requirement.

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2018-30 - For possible action - Adopts the 2018 International Energy Conservation Code, together with amendments thereto. Proposed by: Scott D. Adams, City Manager

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopt the 2018 International Energy Conservation Code, together with amendments thereto. The adoption is part of the City's effort to adopt local versions of all the major building and fire safety codes in their most recently published versions.

RECOMMENDATION:
Bill will be heard at the July 30, 2018 Recommending Committee Meeting and is eligible for adoption at this August 1, 2018 City Council Meeting.

First Reading – July 18, 2018 First Publication – July 19, 2018

BACKUP DOCUMENTATION:
1. Bill No. 2018-30
2. Southern Nevada Amendments to the 2018 International Energy Conservation Code

BILL NO. 2018-30

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE 2018 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE, TOGETHER WITH AMENDMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Scott D. Adams, City Manager

Summary: Adopts the 2018 Edition of the International Energy Conservation Code, together with amendments thereto.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 16, Chapter 52, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16.52.010: 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 Energy Conservation Code, [2009] 2018 Edition," as published by the International Code Council, as Part 1 of this Chapter; and

(B) The document entitled "Southern Nevada Amendments to the [2009] 2018 International Energy Conservation Code," which adds to, deletes from and amends the "International Energy Conservation Code, [2009] 2018 Edition," as Part 2 of this Chapter.

SECTION 2: The document entitled "Southern Nevada Amendments to the 2018 International Energy Conservation Code" is attached hereto.

SECTION 3: Ordinance Nos. 6069, 6144 and 6256, as well as the 2009 International Energy Conservation Code and the Southern Nevada Amendments to the 2009 International Energy Conservation Code, are hereby repealed in their entirety.

SECTION 4: This Ordinance shall be effective as of February 4, 2019.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the

remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 7: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2018.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-9-18
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 _____, 2018, 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 _____, 2018, 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:

_____
LUANN D. HOLMES, MMC
City Clerk



SOUTHERN NEVADA AMENDMENTS

TO THE

2018 INTERNATIONAL ENERGY CONSERVATION CODE

PREFACE

This document was developed by the Southern Nevada Building Officials' International Energy Conservation Code Committee and presents recommended amendments to the 2018 International Energy Conservation Code (IECC) as published by the International Code Council (ICC).

Participation in the 2018 IECC Committee was open to all interested parties. However, voting on amendment proposals was limited to one vote each for six of Southern Nevada municipalities (Clark County, Henderson, Las Vegas, North Las Vegas, Boulder City, and Mesquite), the Clark County School District, and three industry representatives. All 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 C202 Definitions

Add definition of Luminaire, as follows:

> **LUMINAIRE:** A complete lighting unit consisting of a light source, such as a lamp or lamps, together with the parts designed to position the light source and connect it to the power supply. It may also include parts to protect the light source or the ballast or to distribute the light. The individual components of a luminaire (i.e., lamp, ballast, driver, reflector, etc.) do not constitute a luminaire.

Section C301.1 General

Revise Section C301.1 as follows:

> **C301.1 General.** *Climate zones* from Figure C301.1 or Table C301.1 shall be used for determining the applicable requirements from Chapter 4. Locations not indicated in Table C301.1 shall be assigned a *climate zone* in accordance with Section C301.3.
>
> > **Exception:** Areas within Clark County above altitudes of 4000 feet shall be considered in Climate Zone 5B. Areas within Nye County below altitudes of 4000 feet shall be considered in Climate Zone 3B.

Section C402.5

Revise Section C402.5, as follows:

> **C402.5 Air Leakage – thermal envelope (Mandatory).** The *thermal envelope* of buildings shall comply with Sections C402.5.1 through C402.5.~~8~~9, or the building *thermal envelope* shall be tested in accordance with ASTM E 779 at a pressure differential of 0.3 inch water gauge (75 Pa) or an equivalent method approved by the code official and deemed to comply with the provisions of this section when the tested air leakage rate of the building *thermal envelope* is not greater than 0.40 cfm/ft^2 (2.0 L/s • m^2). Where compliance is based on such testing, the building shall also comply with Sections C402.5.5, C402.5.6 and C402.5.7.

Section C402.5.9

Add new section C402.5.9, as follows:

> **C402.5.9 Air Curtains.** Where doorway, passageway or pass-thru openings in the building thermal envelope are intended to be normally open to the exterior environment, an approved air curtain tested in accordance with ANSI/AMCA 220 shall be used to separate conditioned air from the exterior.

Section C405.2.4

Revise section 405.2.4 to add an exception, as follows:

C405.2.4 Specific application controls. *(Remains unchanged)*

Exceptions:

1. Lighting and switched receptacles controlled by card key controls.
2. Spaces where patient care is directly provided.
3. Bathroom lighting within sleeping units.

Section C405.3.1

Add new item #20 to the second paragraph of Section C405.3.1, as follows:

C405.3.1 Total connected interior lighting power.

20. Theme/entertainment elements in theme/amusement parks and casinos.

Section C405.4.1

Modify Exception No. 11 in Section C405.4.1, as follows:

C405.4.1 Total connected exterior building exterior lighting power. The total exterior connected lighting power shall be the total maximum rated wattage of all lighting that is powered through the energy service for the building.

Exception: Lighting used for the following applications shall not be included.

1. through 10. (*Remains unchanged*)
11. Theme/entertainment elements in theme/amusement parks and casinos.
12. through 14. (*Remains unchanged)*

Section C407.3

Revise the exception in Section C407.3, as follows:

C407.3 Performance Based Compliance. *(Remains unchanged)*

Exception: The energy use based on source energy expressed in Btu or Btu per square foot of *conditioned floor area* shall be permitted to be substituted for the energy cost. The source energy multiplier for electricity shall be 3.16. The source energy multiplier for fuels other than electricity shall be 1.1.

Section C408.3.1

Revise 408.3.1, as follows:

C408.3.1 Functional Testing. Prior to passing final inspection, the *registered design professional* or other agency or means approved by the jurisdiction shall provide evidence that the lighting control systems have been tested to ensure that control hardware and software are calibrated, adjusted, programmed and in proper working condition in accordance with the *construction documents* and manufacturer's instructions. Functional testing shall be in accordance with Sections C408.3.1.1 through C408.3.1.3 for the applicable control type.

Section C503.6

Revise section C503.6 to add an exception, as follows:

C503.6 Lighting systems. New lighting systems that are part of the *alteration* shall comply with Section C405.

Exceptions:

1. *Alterations* that replace less than 10 percent of the luminaires in a space, provided that such *alterations* do not increase the installed interior lighting power.
2. *Alterations* that replace only the bulb and ballast within the existing luminaires in a space, provided that the *alteration* does not increase the installed interior lighting power.

Chapter 6

Revise the referenced standards to identify the correct referenced code section for AMCA standard 220-08, as follows:

AMCA	Air Movement and Control Association International 30 West University Drive Arlington Heights, IL 60004-1806
220-08 (R2012): Laboratory Methods for Testing Air Curtain Units for Aerodynamic Performance Rating C402.5.~~6~~7	

Revise the referenced standards to include the IAPMO codes and updates to standards used in Southern Nevada, as follows:

IAPMO	International Association of Plumbing and Mechanical Officials 5001 E. Philadelphia Street Ontario, CA 91761
UMC-18: Uniform Mechanical Code ® C201.3, C403.2.2, C403.6, C403.6.6, C403.7.1, C403.7.2, C403.7.4, C403.7.5, C403.7.7, C403.11.1, C403.11.2.1, C403.11.2.2, C406.6, C501.4 **UPC-18: Uniform Plumbing Code ®** C201.3, C501.4	

Revise the referenced standards to include ICC standards, as follows:

ICC	International Code Council 500 New Jersey Avenue NW 6th Floor Washington, DC 20001
IBC-18: International Building Code® C201.3, C303.1.1, C303.2, C402.5.3, C402.5.4, C501.4	

Section R301.1

Add exception to section, as follows:

R301.1 General. *Climate zones* from Figure R301.1 or Table R301.1 shall be used for determining the applicable requirements from Chapter 4. Locations not indicated in Table R301.1 shall be assigned a *climate zone* in accordance with Section R301.3.

Exception: Areas within Clark County above altitudes of 4000 feet shall be considered in Climate Zone 5B. Areas within Nye County below altitudes of 4000 feet shall be considered in Climate Zone 3B.

Section R402.4.1.2

Revise section and add exception to section, as follows:

R402.4.1.2 Testing. The *building* or dwelling unit shall be tested and verified as having an air leakage rate not exceeding five air changes per hour in *Climate Zones* 1 and 2, and four air changes per hour when nonsprinklered, or 4.5 air changes per hour when sprinklered or attached, in *Climate Zones* 3 through 8. (...)

Exception: For residential tract developments using an approved above code program, testing shall be allowed to conform to the program requirements when the following documentation is submitted to the jurisdiction by the developer:

1. Approved software per Section R406.6.1.
2. A copy of the contractual agreement between the developer and a certified HERS rater to perform all mandatory field testing, sampling protocols and program verifications.
3. Additional documentation as may be deemed necessary by the jurisdiction.

Section R403.6

Add exception to the section, as follows:

R403.6 Mechanical ventilation (Mandatory). The *building* shall be provided with ventilation that complies with the requirements of the *International Residential Code* or *International Mechanical Code*, as applicable, or with other *approved* means of ventilation. Outdoor air intakes and exhausts shall have automatic or gravity dampers that close when the ventilation system is not operating.

Exception: Where clothes dryer exhaust vents terminate vertically at the roof, back draft dampers are not permitted.

Section R406.2

Revise Section R406.2 to add language at the end of the paragraph, as follows:

R406.2 Mandatory Requirements. Compliance with this section requires that the provisions identified in Sections R401 through R404 indicated as "Mandatory" and Section R403.5.3 be met. The *building thermal envelope* shall be greater than or equal to levels of efficiency and *Solar Heat Gain Coefficients* in Table 402.1.1 or 402.1.3 of the 2009 *International Energy Conservation Code.* The mandatory thermal envelope requirements referenced in this section and Section R406.4 may be met by utilizing the Total UA Alternative referenced in Section R402.1.5.

Section R406.3

Delete last sentence of the section in its entirety, as follows:

R406.3 Energy Rating Index. The Energy Rating Index (ERI) shall be determined in accordance with RESNET/ICC 301 except for buildings covered by the *International Residential Code*, the ERI Reference Design Ventilation rate shall be in accordance with Equation 4-1.

Ventilation rate, CFM = (0.01 x total square foot area of house) + [7.5 x (number of bedrooms + 1)]

(Equation 4-1)

Section Chapter 6 – Referenced Standards (Residential)

Revise as follows:

Revise the referenced standards to include the IAPMO codes and updates to standards used in Southern Nevada, as follows:

IAPMO	International Association of Plumbing and Mechanical Officials 5001 E. Philadelphia Street Ontario, CA 91761
UMC – 18: Uniform Mechanical Code ® R201.3, R403.3.2, R403.3.6, R403.6, R501.4 **UPC – 18: Uniform Plumbing Code ®** R201.3, R501.4	

Revise the referenced standards to include ICC standards, as follows:

ICC	International Code Council 500 New Jersey Avenue NW 6th Floor Washington, DC 20001
IBC – 18: International Building Code ® R201.3, R303.1.1, R303.2, R402.1.1, R402.2.11, R501.4 **IRC – 18: International Residential Code ®** R201.3, R303.1.1, R303.2, R402.1.1, R402.2.11, R402.4.4, R403.3.2, R403.3.6, R403.6, R406.3, R501.4	

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2018-31 - For possible action - Adopts the 2018 International Swimming Pool and Spa Code, together with amendments thereto. Proposed by: Scott D. Adams, City Manager

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopts the 2018 International Swimming Pool and Spa Code, together with amendments thereto. The adoption is part of the City's effort to adopt local versions of all the major building and fire safety codes in their most recently published versions.

RECOMMENDATION:
Bill will be heard at the July 30, 2018 Recommending Committee Meeting and is eligible for adoption at this August 1, 2018 City Council Meeting.

First Reading – July 18, 2018 First Publication – July 19, 2018

BACKUP DOCUMENTATION:
1. Bill No. 2018-31
2. Southern Nevada Amendments to the 2018 International Swimming Pool and Spa Code

BILL NO. 2018-31

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE 2018 EDITION OF THE INTERNATIONAL SWIMMING POOL AND SPA CODE, TOGETHER WITH AMENDMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Scott D. Adams, City Manager

Summary: Adopts the 2018 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: 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] 2018 Edition, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the [2012] 2018 International Swimming Pool and Spa Code," adding to, deleting from and amending the International Swimming Pool and Spa Code, [2012] 2018 Edition, designated as Part 2 of this Chapter.

SECTION 2: The document entitled Southern Nevada Amendments to the [2012] 2018 International Swimming Pool and Spa Code is attached hereto.

SECTION 3: Ordinance No. 6353, the International Swimming Pool and Spa Code, 2012 Edition, and the Southern Nevada Amendments to the International Swimming Pool and Spa Code, 2012 Edition, are hereby repealed in their entirety.

SECTION 4: This Ordinance shall be effective as of February 4, 2019.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by

any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 7: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2018.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed
_____
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 _____, 2018, 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 _____, 2018, 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:

_____
LUANN D. HOLMES, MMC
City Clerk



SOUTHERN NEVADA AMENDMENTS

TO THE

2018 INTERNATIONAL SWIMMING POOL AND SPA CODE

PREFACE

This document was developed by the Southern Nevada Building Officials' International Swimming Pool and Spa Code committee and presents recommended amendments to the 2018 International Swimming Pool and Spa Code as published by the International Code Council

Participation in the 2018 ISPSC Committee was open to all interested parties. However, voting on amendment proposals was limited to one vote each for six of Southern Nevada municipalities (Clark County, Henderson, Las Vegas, North Las Vegas, Boulder City, and Mesquite), the Clark County School District, and three industry representatives. All 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 Chapter 1

Delete Chapter 1 in its entirety except Section 101. Revise Sections 101.1 and 101.2

101.1 Title. These regulations 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 recreation facilities, pools and spas. The pools and spas covered by this code are either permanent or temporary, and shall be only those that are designed and manufactured to be connected to a circulation system and that are intended for swimming, bathing or wading. Where this code refers to codes not adopted by the jurisdiction, the applicable code adopted by the jurisdiction shall govern.

Section Chapter 2 definitions

Add a new definition to Chapter 2

MANMADE DECORATIVE WATER FEATURE: Any manmade stream, fountain, waterfall, or other water feature that does not meet the definition of a pool or spa and contains circulating 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 level or installed overflow water depth shall meet the requirements of a swimming pool as specified in Chapters 2 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. Pools and spas regulated by this document or administrative code.

C. Water feature not greater than 18 inches (457 mm) of maximum water level or installed overflow 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.

Section 304

Delete Section 304 in its entirety

Section 305 Barriers

Revise entire section 305.1 thru 305.2.10

305.1 General. The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. Where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346 the areas where those spas or hot tubs, are located shall not be required to comply with section 305.2 through 305.14.

305.2 Swimming pools and spas. Outdoor pools and spas and indoor swimming pools and spas shall be surrounded by a barrier that complies with Sections 305.2.1 through 305.14.

Exception: Water features with a maximum water depth of 18" or less.

305.2.1 Barrier height and clearances. The top of residential barrier including gates and doors shall not be less than 60 inches (1524 mm) in height above adjacent grade measured from outside the enclosure, or a vertical 8 feet (2.4 m) non-climbable barrier, measured on the inside. The maximum vertical clearance between grade and the bottom of the barrier shall be 4 inches (101.6 mm). 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.

The Public barriers including gates and doors shall not be less than 72 inches in height above adjacent grade measured from outside the enclosure. The maximum vertical clearance between grade and the bottom of the barrier shall be 4 inches (101.6 mm).

305.2.2 Wrought Iron. Vertical wrought iron fence, open guardrails shall have pickets spaced such that a sphere 4 inches (101.6 mm) in diameter cannot pass through. 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. Residential barriers using 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 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 foot holds, 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 ¾ inches (44mm). Where the fence is provided with slats fastened at the top and bottom which reduces the openings, such openings shall be not greater than 1 ¾ 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 ¾ 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 Section 305.3.1 through 305.6

305.3.1 Gates or Doors.
All single gates or doors a maximum of 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 and comply with 305.3.2.

2. Gates shall open outward from the enclosed pool area.

305.3.2 Latches.
The self-latching devices of gates or doors shall be one of the following:

1. The release mechanism of the self-latching device shall be located on the pool or spa side of the gate not less than 3 inches (76mm) or more than 6 inches from the top of the gate or door. The gate, door and barrier shall not have openings greater than ½ inch (12.7mm) within 18 inches (457) of the release mechanism.

2. Key-operated, self-latching locks maybe be mounted at any height above grade. 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.

3. A device that is an ASTM F-1908, approved latching device. The latch shall be installed per the manufacturer's installation instructions.

305.3.3 No other device shall impede operation or obstruct closing of gate or door and the self-latching device.

305.4 Large Access Barrier Gates. Single access barrier gates greater than 8 feet (2.4 m) in width shall be self-closing and self-latching. Protected by a barrier have openings not greater than ½ inch (12.7mm) within 18 inches (457 mm) of the release mechanism,

or 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 or multiple Gates. Double gates or multiple gates shall have not fewer than one leaf secured in place and the adjacent leaf shall be secured with a self-closing, self-latching device. The gate and barrier shall not have openings larger than ½ inch (12.7 mm) within 18 inches (457 mm) of the latch release mechanism. The self-latching device shall comply with the requirements of Section 305.3.2.

> **Exceptions:** All leafs of the gate shall remain locked when not in use. 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, 305.3.2.

305.6 Electric Operated Gates. Electric operated gates shall start to close within 30 seconds of entry.

305.7 Secondary Access Barrier Requirement.
Where a wall of the dwelling or structure serves as part of the barrier and where doors or windows provide direct access to the pool or spa through that wall an additional barrier that isolates all openings in the dwelling unit from the residential pool or spa shall be erected. One of the following options shall be required:

305.7.1 Option one. Mesh fencing, other than chain link fences 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 (1219 mm) above grade measured on the side of the barrier that faces away from the pool or spa.

2. The bottom of the mesh fence shall be not more than 1 inch (25 mm) above the deck or installed surface or grade.

3. The vertical clearance between grade and the bottom of the barrier shall not exceed 2 inches (51 mm) for grade surfaces that are not solid, such as grass or gravel, where measured on the side of the barrier that faces away from the pool or spa.

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. 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.

6. 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.

7. 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. Where a hinged gate is used with a mesh barrier, the gate shall comply with Section 305.3.

8. Patio deck sleeves such as vertical post receptacles which are placed inside the patio surface shall be of a nonconductive material.

305.7.2 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 (102mm) in diameter.

Exception:

1. Operable windows with a sill height less than 48 inches (1219 mm) with a manufacturer installed permanent locking or latching mechanism mounted not less than 54 inches (1372mm) from floor.

2. Self-closing, self-latching pet doors approved by the building official.

305.7.3 Option three. An alarm shall be 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 and labeled as a water hazard entrance alarm in accordance with UL 2017.

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 finished floor. In dwellings or structures required to be Accessible units, Type A units or Type B units, the operable parts of the alarm deactivation switches shall be located not greater than 54 inches (1372 mm) and not less than 48 inches (1219 mm) above the finished floor.

305.7.4 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 device 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 and be listed.

305.7.5 Option five. A safety cover that is listed and labeled in accordance with ASTM F1346 is installed for the pools and spas.

305.7.6 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 305.7.1 through 305.7.5 and approved by the authority having jurisdiction.

305.8 Onground residential pool structure as a barrier. An onground residential pool wall structure or a barrier mounted on top of an onground residential pool wall structure shall serve as a barrier where all of the following conditions are present:

1. Where only the pool wall serves as the barrier, the bottom of the wall is on grade, the top of the wall is not less than 48 inches (1219 mm) above grade for the entire perimeter of the pool, the wall complies with the requirements of Section ~~305.2~~ 305.7 and the pool manufacturer allows the wall to serve as a barrier.

2. Where the barrier is mounted on top of the pool wall, the top of the barrier is not less than 48 inches (1219 mm) above grade for the entire perimeter of the pool, and the requirements of Section ~~305.2~~ 305.7.

3. Ladders or steps used as means of access to the pool are capable of being secured, locked or removed to prevent access except where the ladder or steps are surrounded by a barrier that meets the requirements of Section ~~305.2~~ 305.7.

4. Openings created by the securing, locking or removal of ladders and steps do not allow the passage of a 4 inch (102 mm) diameter sphere.

5. Barriers that are mounted on top of on ground residential pool walls are installed in accordance with the pool manufacturer's instructions.

305.9 Natural barriers. In the case where the pool or spa 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 (457 mm), a barrier is not required between the natural body of water shoreline and the pool or spa.

305.10 Natural topography. Natural topography that prevents direct access to the pool or spa 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 the requirements of Sections 305.2 through 305.7.

305.11 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.

305.12 Surveillance Substitute. In lieu of access barriers required by this code, therapeutic facilities used by or under the direct control of licensed medical personnel, and resort hotel facilities may provide a dedicated guards 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.

305.13 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.

305.14 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 307.1.1

Revise section 307.1.1

307.1.1 Glazing in hazardous locations. Hazardous locations for glazing shall be as defined in the International Building Code or the International Residential Code. Where glazing is determined to be in a hazardous location, the requirements for glazing shall be in accordance with those codes, as applicable. Glazing in walls or barriers within 60 inches (1524 mm) or less, of the water's edge and less than 60 inches (1524 mm) vertically above a standing or walking surface shall be considered hazardous locations.

Section 307.2.2

Revise Section 307.2.2 as follows:

307.2.2. Materials and structural design. Pools and spas shall conform to one or more of the standards indicated in table 307.2.2. The structural design of pools and spas shall be in accordance with the *International Building Code.* A geotechnical investigation report is not required for structural designs which utilize a minimum lateral bearing pressure of 60 psf/ft and an Exposure Class S2 (severe sulfate exposure level).

The structural design may only utilize less stringent geotechnical parameters when a geotechnical investigation report is provided that fully complies with the requirements of the 2018 IBC Chapter 18. The structural design shall account for the effects of any surcharge loading that is present. Lateral earth pressure due to seismic motion need not be included in the design.

307.2.2.1 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.

Section **311.2.4**

Add a new Subsection 311.2.4.

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

Revise Section 313.4 to add subsection 313.4.1:

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 320.1

Revise section 320.1 to read as follows:

320.1 Backwash water or draining water. Backwash water and draining water shall be discharged to the sanitary ~~or storm~~ 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 323.1 thru 323.1.3

Revise 323.1 thru 323.1.3 to read as follows:

323.1 Handholds required. Where the depth below the *design waterline* of the pool or

spa exceeds 42 inches (1067 mm), handholds along the perimeter shall be provided. Handholds shall be located at the top of deck or coping, or as modified in section 323.1.2. Handhold shall be a minimum of 6 inches (152.4 mm) long and 1 ½ inches deep.

Exceptions:

1. Handholds shall not be required where an underwater bench, seat or swimout is installed.

2. Handholds shall not be required for wave action pools and action rivers.

323.1.1 Height above water. Handholds shall be located not more than 12 inches (305 mm) above the *design waterline*.

323.1.2 Handhold type. Handholds shall be one or more of the following:

1. Top of deck or coping

2. Rail

3. Rock, or artificial rocks with design handholds in rock.

4. Designed Ledge, minimum 3 inches deep, not more than 12 inches (305mm) above the design waterline or 6 inches below.

5. Ladder

6. Stair step

7. Any design that allows holding on with one hand while at the side of the pool.

8. Individual tile handholds. Attachment must be made by an approved listed waterproof epoxy.

9. Vanishing edge sloping into the main body of water shall have a maximum wall thickness of 15 inches (381 mm) when used as a handhold.

323.1. 3 Handhold spacing. Handholds shall be horizontally spaced not greater than 4 feet (1219 mm) apart.

Section 323.4

Add new Section 323.4

323.4 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 323.5

Add a new Section 323.5

323.5 Water features. Manmade decorative water features and/or 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 complying with sections 411 or 809.

Section 324

Add new section and sub groups 324, 324.1, 324.2, 324.3, 324.4

SECTION 324 - SITE WORK, SETBACKS AND CLEARANCE REQUIREMENTS

324.1 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.

324.2 Pool or Spa Location. Any pool or spa shall not be placed closer than 60 inches (1524 mm) to any window to a building or structure and shall not encroach within public utility easements.

Exception: 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.

324.3 Drainage. Site Drainage shall be provided to direct all drainage from site, perimeter decks, and roofs away from the pool or spa and adjacent buildings and structures. Overall site drainage shall be maintained.

324.4 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.

324.4.1 Power. With respect to service drop conductors and open overhead service conductors, and open overhead wiring, swimming pool and similar installations shall comply with minimum clearances given in NEC Table 680.9(A) and illustrated in NEC Figure 680.9(A).

324.4.2 Communications Systems. Communication, radio, and television coaxial cables within the scope of Articles 800 through 820 of the NEC 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, of platforms.

Section 401.1

Revise section 401.1

401.1. Scope. The provisions of this chapter shall apply only to Class A, Class B, Class C, Class E, and Class F public swimming pools. In addition to the provisions of this chapter, public swimming pools shall first be reviewed and approved by the Southern Nevada Health District.

Section 501.1

Revise section 501.1

501.1 Scope. This chapter shall govern the design, installation, construction and repair of public spas and exercise spas regardless of whether a fee is charged for use. In addition to the provisions of this chapter, Public spas, shall first be reviewed and approved by the Southern Nevada Health District.

Section 601.1

Revise section 601.1

601.1 Scope. This chapter covers public pools and water containment systems used for aquatic recreation. This chapter provides specifications for the design, equipment, operation, signs, installation, sanitation, new construction, and rehabilitation of public pools for aquatic play. This chapter covers Class D-1 through Class D- 6 public pools whether they are provided as stand-alone attractions or in various combinations in a composite attraction. In addition to the provisions of this chapter, Public pools for aquatic recreation shall first be reviewed and approved by the Southern Nevada Health District.

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2018-32 - For possible action - Adopts the 2018 Uniform Mechanical Code, together with amendments thereto. Proposed by: Scott D. Adams, City Manager

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopt the 2018 Uniform Mechanical Code, together with amendments thereto. The adoption is part of the City's effort to adopt local versions of all the major building and fire safety codes in their most recently published versions.

RECOMMENDATION:
Bill will be heard at the July 30, 2018 Recommending Committee Meeting and is eligible for adoption at this August 1, 2018 City Council Meeting.

First Reading – July 18, 2018 First Publication – July 19, 2018

BACKUP DOCUMENTATION:
1. Bill No. 2018-32
2. Southern Nevada Amendments to the 2018 Uniform Mechanical Code

BILL NO. 2018-32

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE 2018 EDITION OF THE UNIFORM MECHANICAL CODE, TOGETHER WITH AMENDMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Scott D. Adams, City Manager

Summary: Adopts the 2018 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, [2012] 2018 Edition, designated as Part 1 of this Chapter; and

(B) A document entitled [the] "Southern Nevada Amendments to the [2012] 2018 Uniform Mechanical Code," adding to, deleting from and amending the Uniform Mechanical Code, [2012] 2018 Edition, designated as Part 2 of this Chapter.

SECTION 2: The document entitled "Southern Nevada Amendments to the 2018 Uniform Mechanical Code" is attached to this Ordinance.

SECTION 3: Ordinance No. 6354, the "Uniform Mechanical Code, 2012 Edition," and the "Southern Nevada Amendments to the 2012 Uniform Mechanical Code" are hereby repealed in their entirety.

SECTION 4: This Ordinance shall be effective as of February 4, 2019.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by

any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 7: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2018.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-9-18
_____
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 _____, 2018, 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 _____, 2018, 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:

_____
LUANN D. HOLMES, MMC
City Clerk



SOUTHERN NEVADA AMENDMENTS

TO THE

2018 UNIFORM MECHANICAL CODE

PREFACE

This document was developed by the Southern Nevada Building Officials' Uniform Mechanical Code (UMC) Committee and presents recommended amendments to the 2018 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials (IAPMO).

Participation in the 2018 UMC Committee was open to all interested parties. However, voting on amendment proposals was limited to one vote each for six of Southern Nevada municipalities (Clark County, Henderson, Las Vegas, North Las Vegas, Boulder City, and Mesquite), the Clark County School District, and three industry representatives. All 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 Chapter 1: Administration

Delete Chapter 1 in its entirety, except for sections 101.1, 101.2 and 101.3.

Section 203.0

Revise Air Dispersion Systems definition as follows:

Air Dispersion Systems: Any diffuser system designed to both convey air within a room, space or area and diffuse air into that space while operating under positive pressure. Systems are commonly constructed of, but not limited to, fabric or plastic film.

Section 304.3.1.2 Permanent Ladders

Revise section 304.3.1.2 to read as follows:

304.3.1.2 Permanent Ladders. Permanent ladders required by Section 304.3.1.1 or exterior ladders shall be constructed in accordance with the following:

(1) Side railings shall extend not less than 30 inches (762 mm) above the roof or parapet wall.

(2) Landings shall not exceed 18 feet (5486 mm) apart measured from the finished grade.

(3) Width shall be not less than 14 inches (356 mm) on center.

(4) Rungs spacing shall not exceed 12 inches (305 mm) on center, and each rung shall be capable of supporting a 300 pound (136.1 kg) load.

(5) Toe space shall be not less than 6 inches (152 mm).

Exceptions:

1. Permanent 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 304.4 Appliances in Attics and Under-Floor Spaces

Revise Section 304.4 as follows:

304.4 Appliances in Attics and Under-Floor Spaces. An attic or under-floor space in which an appliance is installed shall be accessible through an opening and passage-way not less than the largest component of the appliance, and the rough–framed opening shall not be less than 22 inches by 30 inches (559 mm by 762mm).

Section 504.4 Clothes Dryers

Revise Section 504.4 by adding a new exception, as follows:

> **Exception:** When moisture exhaust ducts terminate vertically through a roof, backdraft dampers are not required.

Section 504.4.2.1 – Length Limitation

Revise Section 504.4.2.1 a new exception, as follows:

504.4.2.1 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 14 feet (4267 mm), including two 90 degree (1.57 rad) elbows. A length of 2 feet (610 mm) shall be deducted for each 90 degree (1.57 rad) elbow in excess of two.

> **Exceptions:**
>
> (1) Where an exhaust duct power ventilator, in accordance with Section 504.2.3, is used, the permitted length of the dryer exhaust duct shall be permitted to be in accordance with the dryer exhaust duct power ventilator manufacturer's installation instructions.
>
> (2) Lengths may be increased when justified by calculations prepared by a Nevada Licensed Mechanical Engineer.

Section 510.1.6.1 Bracing and Supports

Add a new Section 510.1.6.1, as follows:

510.1.6.1 Bracing and Supports. Unless specifically listed, the structural supports for a duct enclosure shall be outside the enclosure.

Section 511.2.2.1.1 Performance Test

Add a new Section 511.2.2.1.1 as follows:

511.2.2.1.1 Performance Test. The permit holder 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 603.4.1 Length Limitation

Delete section 603.4.1

Section 603.13 Air Dispersion Systems

Revise section 603.13, as follows:

603.13 Air Dispersion Systems. Where installed, air dispersion systems shall be completely installed in exposed locations operate under positive pressure, and not pass through or penetrate fire-resistant-rated construction. Air dispersion systems shall be listed and labeled in accordance with UL 2518.

Section 608.1 Automatic Shutoffs

Revise Section 608.1 by adding a new paragraph following the exceptions, as follows:

Upon completion and before final approval of the air-moving system provided with the required smoke detectors, a performance test shall be performed to verify compliance of detector installation to manufacturer's instructions and system compatibility as specified in this chapter. The permit holder 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 802.6.1 Termination Requirements

Add an exception to 802.6.1 (1) to read as follows:

802.6.1 Termination Requirements. A gas vent shall terminate in accordance with one of the following:

(1) Gas vents that are 12 inches (300 mm) or less in size and located not less than 8 feet (2438 mm) from a vertical wall or similar obstruction shall terminate above the roof in accordance with Figure 802.6.1 and Table 802.6.1 .

> **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 802.6.1, provided they are at least four (4) feet (1.2 m) from a vertical wall or similar obstruction.

Items (2) through (7) remain unchanged.

Section Chapter 10, Boilers and Pressure Vessels

Delete Chapter 10 in its entirety except Section 1001.1 and revise Section 1001.1, as follows:

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.

Exceptions (1) through (8) remain unchanged.

Section 1301.2 Dry Gas

Add a new section 1301.2, as follows:

1301.2 Dry Gas. Southern Nevada shall be considered a dry gas condition having a moisture and hydrocarbon dew point below any normal temperature to which the gas piping is in an exposed area, unless specified by the local gas purveyor.

Section 1310.1.6 Piping Underground Beneath Buildings

1310.1.6 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 1701.1 Standards

Add the following referenced standard to Table 1701.1:

STANDARD NUMBER	*STANDARD TITLE*
UL 2518-2016	*Standard for Air Dispersion Systems*
APPLICATION	*REFERENCED SECTION*
Air Dispersion Systems	*603.13*

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2018-33 - For possible action - Adopts the 2018 Uniform Plumbing Code, together with amendments thereto. Proposed by: Scott D. Adams, City Manager

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopt the 2018 Uniform Plumbing Code, together with amendments thereto. The adoption is part of the City's effort to adopt local versions of all the major building and fire safety codes in their most recently published versions.

RECOMMENDATION:
Bill will be heard at the July 30, 2018 Recommending Committee Meeting and is eligible for adoption at this August 1, 2018 City Council Meeting.

First Reading – July 18, 2018 First Publication – July 19, 2018

BACKUP DOCUMENTATION:
1. Bill No. 2018-33
2. Southern Nevada Amendments to the 2018 Uniform Plumbing Code

BILL NO. 2018-33

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE 2018 EDITION OF THE UNIFORM PLUMBING CODE, TOGETHER WITH AMENDMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Scott D. Adams, City Manager

Summary: Adopts the 2018 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, [2012] 2018 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 [2012] 2018 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, [2012] 2018 Edition, designated as Part 2 of this Chapter.

SECTION 2: The document entitled "Southern Nevada Amendments to the 2018 Uniform Plumbing Code" is attached hereto.

SECTION 3: Ordinance No. 6355, the "Uniform Plumbing Code, 2012 Edition," and the "Southern Nevada Amendments to the 2012 Uniform Plumbing Code," as amended, are hereby repealed in their entirety.

SECTION 4: This Ordinance shall be effective as of February 4, 2019.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by

any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 7: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2018.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-9-18
_____
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 _____, 2018, 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 _____, 2018, 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:

_____
LUANN D. HOLMES, MMC
City Clerk



SOUTHERN NEVADA AMENDMENTS

TO THE

2018 UNIFORM PLUMBING CODE

PREFACE

This document was developed by the Southern Nevada Building Officials' Uniform Plumbing Code Committee and presents recommended amendments to the 2018 Uniform Plumbing Code (UPC) as published by the International Association of Plumbing and Mechanical Officials (IAPMO).

Participation in the 2018 UPC Committee was open to all interested parties. However, voting on amendment proposals was limited to one vote each for six of Southern Nevada municipalities (Clark County, Henderson, Las Vegas, North Las Vegas, Boulder City, and Mesquite), the Clark County School District, and three industry representatives. All 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: Administration

Delete Chapter 1, with the exception of Sections 101.0, 101.1, 101.2, 101.3 and 101.4, Replace Section 101.5 and add Section 101.6 to read as follows:

Section 101.5

Add new section 101.5, to read as follows:

101.5 Plumbing Licensing Provision. Provision for licensing shall be determined by the Administration Provision of Authority Having Jurisdiction.

Section 101.6

Add new section 101.6, to read as follows:

101.6 Appendices The provisions of appendices are adopted, except as noted below:

Section Appendix F – Firefighter Breathing Air Replenishment Systems

Section Appendix H – Private Sewage Disposal Systems

Section 310.4 Use of vent and waste pipes

Amend section 310.4 to read 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 a 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 411.2 Water Consumption

Delete section 411.2 in its entirety and replace with new section that reads as follows:

411.2 Water Consumption. 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 412.1 Water Consumption

Delete section 412.1 in its entirety and replace with a new section that reads as follows:

412.1 Water Consumption. 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 418.3 Location of Floor Drains

Revise section 418.3, as follows:

418.3 Location of Floor Drains. Floor drains shall be installed in following locations:

(1) Toilet rooms containing two or more water closets or a combination of own water closet and one urinal, expect in a dwelling unit.

(2) Commercial kitchens and in accordance with Section 704.3.

(3) Laundry rooms in commercial building and common laundry facilities in multi-family dwelling buildings.

(4) Boiler rooms.

(5) 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 422.0 Minimum Number of Required Fixtures

Delete sections 422.1 through 422.5 and Table 422.1 in their entirety and replace with new section 422.1, to read 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 507.13 Installation in Residential Garages

Revise section 507.13 to read as follows:

507.13 Installation in Residential Garages. Appliances in residential 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 all 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 508.3.2 Access Type

Add additional paragraph to Section 508.3.2:

508.3.2 Access Type The inside means of access shall be a permanent or fold away inside stairway or ladder, terminating in an enclosure, scuttle, or trap door. Such scuttles or trap doors shall have a rough framed opening not less than 22 inches by 24 inches (559 mm by 610 mm) shall open easily and safely under all conditions, especially snow; and shall be constructed so as to permit access from the roof side unless deliberately locked on the inside.

At least 6 feet (1829 mm) of clearance shall be available between the access opening and the edge of the roof or similar hazard, or rigidly fixed rails or guards a minimum of 42 inches (1067 mm) in height shall be provided on the exposed side. Where parapets or other building structures are utilized in lieu of guards or rails, they shall be a minimum of 42 inches (1067 mm) in height [NFPA 54:9.4.3]

The Exterior Means of Access shall comply with the following:

(1) Side railings shall extend not less than 30 inches (762 mm) above the roof or parapet wall.

(2) Landings shall not exceed 18 feet (5486 mm) apart measured from the finished grade.

(3) Width shall be not less than 14 inches (356 mm) on center.

(4) Rungs spacing shall not exceed 12 inches (305 mm) on center, and each rung shall be capable of supporting a 300 pound (136.1 kg) load.

(5) Toe space shall be not less than 6 inches (152 mm).

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 509.6.1 Termination requirements

Add an exception to Subsection 509.6.1 (1), to read as follows:

509.6.1 Termination Requirements. A gas vent shall terminate in accordance with one of the following:

(1) Gas vents that are 12 inches (300 mm) or less in size and located not less than 8 feet (2438 mm) from a vertical wall or similar obstruction shall terminate above the roof in accordance with Figure 509.6.1 and Table 509.6.1.

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 509.6.1, provided they are at least four (4) feet (1.2 m) from a vertical wall or similar obstruction.

Items (2) through (7) remain unchanged.

Section 603.5.12 Beverage Dispensers

Revise section 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 material installed downstream of the backflow preventer shall not be affected by carbon dioxide gas.

Section 603.4.2 Testing

Revise section 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 ASSE Series 5000 by a tester qualified in accordance with those standards.

Section 608.5 Discharge Piping

Revise section 608.5, adding item (8) to read as follows:

608.5 Discharge Piping. The discharge piping serving a temperature relief valve, pressure relief valve, or combination of both shall have no valves,, obstructions, or means of isolation and be provided with the following:

Items (1) through (7) remain unchanged

(8) For relief valves located inside a building, provide a drain of galvanized steel, hard-drawn copper piping and fittings, CPVC, PP or flexible corrugated connectors complying with 604.0 or listed relief valve drain tube with fittings that will not reduce the internal bore of the pie or tubing (straight lengths as opposed to coils) and shall extend from the valve to the outside of the building or to an approved location. Temperature and Pressure Relief (T&P) drains shall discharge to the exterior of the building unless the manufacturers listing prevents 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, floor mounted mop sink or a floor drain equipped with a listed funnel, provided they are installed in accordance with section 804.1.

Section 704.3 Commercial Sinks

Revise section 704.3, as follows:

704.3 Commercial 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

Revise section 707.10, to read 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 710.1 to read as follows:

710.1 Backflow Protection. Drainage Piping serving 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 801.3.2 Walk-in Coolers

Revise section 801.3.2, to read as follows:

801.3.2 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 inches (152 mm) lower than the lowest floor drain. Such floor drains shall be trapped and individually vented. Cleanouts shall be provided at ninety 90 degree (1.57 rad) turns 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 is under vacuum.

Section 801.3.4 Floor Sinks

Add a new section 801.3.4 to read as follows:

801.3.4 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, to read as follows:

Indirect waste piping other than the discharge from the clothes washer may be terminated into a listed clothes washer box. The second port, on a multiport box shall be permanently connected to the vertical receptor standpipe via a wye branch fitting.

Section 1008.1 General

Revise section 1008.1, to read as follows

1008.1 General. Where building traps are to be installed, each building trap shall be provided with a clean-out and with a relieving vent or fresh-air intake on the inlet side and outlet side of the trap, which shall be at least one - half the diameter of the drain to which it connects. Such relieving vent or fresh-air intake shall be carried above grade and terminate in a screened outlet located outside the building.

Section 1009.0 Gravity Grease Interceptors

Delete sections 1009.0 through 1017.2, retain Table 1014.3.6, and add new sections 1009.0, through 1013.0, to read 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 1014.3.6. Interceptors shall not be more than one size larger than required in Table 1014.3.6.

> **Exception:** For situations not covered by Table 1014.3.6, a submittal showing the interceptor size and calculations 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.

Where provided, drains installed in enclosed parking garages and repair garages shall drain through an approved sand oil interceptor.

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 1101.2 Where Required

Revise section 1101.2, to read as follows,

Section 1101.2 Where Required. Roofs, paved areas, yards, courts, courtyards, vent shafts, light wells, or similar areas having rainwater, shall be drained into a separate storm sewer system, or to some other place of disposal satisfactory to the Authority Having Jurisdiction. In the case of one- and two-family dwellings, storm water shall be permitted to be discharged on flat areas, such as streets or lawns, so long as the storm water shall flow away from the building and away from adjoining property, and shall not create a nuisance.

> **Exception:** For townhouses and two-family dwellings, as defined in the International Residential Code, storm water may be discharged onto an adjoining property that is maintained by a common interest community as stipulated in the Covenants, Conditions and Restrictions (CC&Rs) approved by the Authority Having Jurisdiction.

Section 1101.6 Subsoil Drains

Revise section 1101.6 to read as follows:

1101.6 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 1101.10 Filling Stations and Motor Vehicle Washing Establishments

Delete section 1101.10 in its entirety.

Section 1101.11 Paved Areas

Delete section 1101.11 in its entirety.

Section 1101.15 Traps on Storm Drains and Leaders

Delete section 1101.15 in its entirety.

Section 1101.16.2 Combining Storm with Sanitary Drainage

Delete section 1101.16.2 in its entirety.

Section 1201.2 Dry Gas

Add a new section 1201.2, to read as follows:

1201.2 Dry Gas. Southern Nevada shall be considered a dry gas condition having a moisture and hydrocarbon dew point below any normal temperature to which the gas piping is in an exposed area, unless specified by the local gas purveyor.

Section 1210.1.6 Piping Underground Beneath Buildings

Delete section 1210.1.6 and replace its entirety, to read 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 Chapter 13 – Health Care Facilities and Medical Gas and Vacuum Systems

Delete Chapter 13 in its entirety

Section Chapter 14 – Firestop Protection

Delete Chapter 14 in its entirety

Section Chapter 15 – Alternate water sources for Non-potable Applications

Delete Sections 1501 through 1505, and revise 1501 to read as follows,

1501.0 Reclaimed (Recycled) Water Systems The provisions of sections 1501.0 and 1506.0 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.

(Section 1502 is intentionally left blank)

(Section 1503 is intentionally left blank)

(Section 1504 is intentionally left blank)

(Section 1505 is intentionally left blank

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2018-34 - For possible action - Adopts the 2017 National Electrical Code, together with amendments thereto. Proposed by: Scott D. Adams, City Manager

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopt the 2017 National Electrical Code, together with amendments thereto. The adoption is part of the City's effort to adopt local versions of all the major building and fire safety codes in their most recently published versions.

RECOMMENDATION:
Bill will be heard at the July 30, 2018 Recommending Committee Meeting and is eligible for adoption at this August 1, 2018 City Council Meeting.

First Reading – July 18, 2018 First Publication – July 19, 2018

BACKUP DOCUMENTATION:
1. Bill No. 2018-34
2. Southern Nevada Amendments to the 2017 National Electrical Code

BILL NO. 2018-34

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE 2017 EDITION OF THE NATIONAL ELECTRICAL CODE, TOGETHER WITH LOCAL AMENDMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Scott D. Adams, City Manager

Summary: Adopts the 2017 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, [2011] 2017 Edition, hereby designated as Part 1 of this Chapter; and

(B) The Southern Nevada Amendments to the [2011] 2017 National Electrical Code, hereby designated as Part 2 of this Chapter.

SECTION 2: The document entitled "Southern Nevada Amendments to the 2017 National Electrical Code" is attached hereto.

SECTION 3: Ordinance No. 6355, the "National Electrical Code, 2011 Edition," and the "Southern Nevada Amendments to the 2011 National Electrical Code" are hereby repealed in their entirety.

SECTION 4: This Ordinance shall be effective as of February 4, 2019.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase

thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 7: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2018.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-9-18
_____
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 _____, 2018, 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 _____, 2018, 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:

_____
LUANN D. HOLMES, MMC
City Clerk



SOUTHERN NEVADA AMENDMENTS

TO THE

2017 NATIONAL ELECTRICAL CODE

PREFACE

This document was developed by the Southern Nevada Building Officials' National Electrical Code and presents recommended amendments to the 2018 National Electrical Code (NEC) as published by the National Fire Protection Association.

Participation in the 2017 NEC Committee was open to all interested parties. However, voting on amendment proposals was limited to one vote each for six of Southern Nevada municipalities (Clark County, Henderson, Las Vegas, North Las Vegas, Boulder City, and Mesquite), the Clark County School District, and three industry representatives. All 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.

Section Article 100

Add a new definition of Abandoned Conductor, as follows:

Conductor, Abandoned. Installed conductor or cable that is not terminated at both ends at a connector or other equipment and not identified for future use with a tag.

Section 110.12

Revise Section 110.12, as follows:

110.12 Mechanical Execution of Work.

Paragraph A and B remain unchanged

(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 in conformance with 110.21(A)(2), or is 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.

(E) Testing. All equipment requiring setting of adjustable values shall be set in accordance with the drawings and specification or approved shop submittals. All values shall be selected by a licensed professional engineer or other qualified persons engaged primarily in the design, installation, or maintenance of electrical systems approved by the AHJ. These settings shall be documented, verified and made available to those authorized to design, install, inspect, maintain, and operate the system.

Required settings documentation shall be displayed at the location of the equipment, such as ground fault protection settings (GFP), adjustable trip for circuit breakers, relay, selective coordination settings and series rated equipment. Documentation of settings shall be retained for future use with all assumptions and equipment identified.

Section 110.30

Revise Section 110.30, as follows:

110.30 General. Conductors and equipment used on circuits over 1000 volts, nominal, shall comply with Part I of this article and with 110.30 through 110.41, which supplement or modify Part I. In no case shall the provisions of this part apply to equipment on the supply side of the service point.

(1) All permit submittals with equipment and/or systems 1000 volts or above shall be reviewed and approved by a third-party agency or peer reviewed by those having experience with these systems and approved by the Authority Having Jurisdiction.
(2) All equipment and systems associated with 1000 volts or above shall be inspected by a third-party at the expense of the property owner to verify the equipment and system(s) are installed in accordance to the design and equipment listings. The third-party shall be approved by the Authority Having Jurisdiction.
(3) Testing of said equipment shall be completed by an approved testing organization approved by the Authority Having Jurisdiction. Testing shall be performed as per 225.56. Reports shall be submitted for review and acceptance by the AHJ prior to approval of a final inspection.

Section 210.8(B)(9)

Add a new Subsection (11) to Section 210.8(B)

210.8 Ground-Fault Circuit Interrupter Protection for Personnel.

(B) Other Than Dwelling Units.

Items 1-10 remain unchanged

(11) Food and/or beverage serving areas regulated by the Health District.

Section 210.23(E)

Add a new Subsection (E) to Section 210.23

210.23 Permissible Loads, Multiple-Outlet Branch Circuits. In no case shall the load exceed the branch-circuit ampere rating. A branch circuit supplying two or more outlets or receptacles shall supply only the loads specified according to its size as specified in 210.23(A) through (E) and summarized in 210.24 and Table 210.24.

(A) Through (D) -- remains unchanged

(E) Dwelling Branch Circuits. Dwelling branch circuits shall be installed as described in 210.23(E)(1) through (3).

(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(F)

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)

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, kitchen, 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)(1)

Revise item (1) in Section 210.70(A)(2), as follows:

210.70 Lighting Outlets Required.

(A) Dwelling Units

(2) Additional Locations. Additional lighting outlets shall be installed in accordance with the following.

(1) 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 within 1.8 m (6 ft) of each opening or door unless prohibited by structural design.

Section 210.70(A)(2)

Revise item (2) in Section 210.70(A)(2), as follows:

210.70 Lighting Outlets Required.

(A) Dwelling Units.

(2) Additional Locations. Additional lighting outlets shall be installed in accordance with the following:

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 in a garage 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.

Section 210.71(B) (1)

Revise Section 210.71(B)(1), as follows:

210.71(B)(1) Receptacle Outlets in Fixed Walls. The minimum number of receptacle outlets shall be calculated in accordance with 210.52(A)(2) through (A)(3).

Section 220.84

Delete item (5) in Section 220.84(C), and add the new sub-section (D), as follows:

220.84 Multifamily Dwelling.

(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

Revise Section 225.32 with Exception 4, as follows:

225.32 Location. The disconnecting means shall be installed as described in 230.70. For the purposes of this section, the requirements in 230.6 shall be utilized.

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

Add a new Section 230.11, revise as follows:

230.11 Location of Customer Owned Service Conductors. All conductors shall traverse only the property to be served except through recorded power easements.

Section 230.70

Revise Section 230.70, in its entirety, as follows

230.70 General. Means shall be provided to disconnect all ungrounded service entrance conductors to a building or structure.

(A). Location. The service disconnecting means shall be installed in accordance with 230.70(A)(1), (2), (3), (4) and (5).

(1) **Exterior of the Building.** The service disconnecting means shall be installed in a readily accessible exterior location and within 3.7 m (12 ft.) of the building or structure. Where the distance is greater than 3.7 m (12 ft.) from the building or structure the service disconnecting means shall be considered as a separate structure.

Exception No1: A fire pump and its associated electrical equipment.

(2) **Electrical Equipment Room.** The service disconnecting means may be installed within a dedicated electrical equipment room with a readily accessible direct access on the exterior of a building or structure. Such rooms shall be separated from all other rooms or spaces within the building by a minimum of one (1) hour fire resistive construction and shall have approved Fire Department access.

FPN: A recessed 3200 series Knox Box may serve as the approved Fire Department access in some jurisdictions.

(3) **Bathrooms.** Service disconnecting means shall not be installed in bathrooms.

(4) **Remote Control.** Where a remote control device(s), required by another code such as in a fire command center, is used to actuate the service disconnecting means, the service disconnecting means shall be located in accordance with 230.70(A)(1) or (2). The remote control device shall be supervised by a local signaling service that causes an audible signal and illumination of an amber visual signal at the Fire Command Center and at each auxiliary location required for the Life Safety System.

(5) **Alternative Energy Systems.** Alternative energy sources shall have their disconnecting means clearly identified and if the disconnecting means is not located adjacent to the main service disconnect, then signage shall be provided

showing the location of each disconnecting means. Alternative energy systems disconnect signs shall state "(PV),(UPS), etc. System 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

Add a new Subsection (C) to Section 230.202

230.202 Service-Entrance Conductors.

(C) Conductors Considered Outside the Building. Service-entrance conductors shall be installed in accordance with Section 230.6.

Section 230.205(A)

Revise Section 230.205(A), as follows:

230.205 Disconnecting Means.

(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)

Revise Section 230.205(C), as follows:

230.205 Disconnecting Means.

(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 240.86

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)

Revise Section 250.32(A), as follows:

250.32(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

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.

Remainder unchanged

Section 250.52(A)(5)

Replace all of Section 250.52(A)(5) with the following:

250.52 Grounding Electrode System.

(A) Electrodes Permitted for Grounding

(1 – 4 remain unchanged)

(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 15.875 mm (5/8 in.) in diameter, unless listed.

Remainder of section unchanged

Section 250.52(A)(7)

Delete Item (7) of Section 250.52(A), revise as follows:

250.52 Grounding Electrode System.

Renumbering will continue with the following:

(7) **Other Local Metal Underground Systems or Structures.**

Section 250.53

Revise Section 250.53(A), as follows:

250.53 Grounding Electrode System Installation.

(A) **Rod Electrodes.** Rod electrodes shall meet the requirements of 250.53(A)(1) through (A)(3).

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.

(1) **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.

(2) **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 Notes: The paralleling efficiency of rods is increased by spacing them twice the length of the longest rod.

Section 250.53(B)

Revise Section 250.53(B), as follows:

250.53 Grounding Electrode System Installation.

(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.

Section 250.53(D)(2)

Revise Item (2) in Section 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)

Remainder unchanged

Section 250.53(E)

Revise Section 250.53(E), as follows:

250.53 Grounding Electrode System Installation.

(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.

Section 250.53(G)

Revise Section 250.53(G), as follows:

250.53 Grounding Electrode System Installation.

(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.

Section 250.53(H)

Delete Section 250.53(H), in its entirety, as follows:

250.53 Grounding Electrode System Installation.

Section 250.120(D)

Add a new Subsection (D) to Section 250.120, revise as follows:

250.120 Equipment Grounding Conductor Installation.

(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 314.24

Revise Section 314.24, as follows:

314.24 Depth of Boxes. Outlet and device boxes shall have an approved 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).*

Remainder unchanged

Section 336.10(9)

Revise Item 9 of Section 336.10, as follows:

336.10 Uses Permitted.

(9) In one- and two-family dwelling units, Type TC-ER cable containing both power and control conductors that is identified for pulling through structural members shall be permitted. Type TC-ER cable used as interior wiring shall be installed per the requirements of Part II of Article 334 and where installed as exterior wiring shall be installed per the requirements of Part II of Article 340.

Exception: *Where used to connect a generator and associated equipment having terminals rated 75°C (140°F) or higher, the cable shall not be limited in ampacity by 334.80 or 340.80.*

Informational Note No. 1: TC-ER cable that is suitable for pulling through structural members is marked "JP."

Informational Note No. 2: See 725.136 for limitations on Class 2 or 3 circuits contained within the same cable with conductors of electric light, power, or Class 1 circuits.

Section 352.10(F)

Revise Section 352.10(F), as follows:

352.10(F) Exposed. PVC conduit shall be permitted for exposed work. PVC conduit used exposed to direct sunlight or in areas subject to physical damage shall be Schedule 80.

Informational Note: PVC Conduit, Type Schedule 80, is identified for areas of physical damage.

Section 358.10 and 12

Delete 358.10 (B) and (C) add new items (3), (4) and (5) to Section 358.12, revise as follows:

Delete 358.10(B) and (C)

Revise as following:

358.12 Uses Not Permitted. EMT shall not be used under the following conditions:
(1) Where subject to severe physical damage.
(2) For the support of luminaires or other equipment except conduit bodies no larger than the largest trade size of the tubing.
(3) Embedded within concrete or masonry in contact with the earth.
(4) Underground installations.
(5) Within earth fills.

Remainder Unchanged

Section 514.11(D)

Add a new Section (D) to 514.11, revise as follows:

(D) Emergency Shutoff or Disconnects. The emergency shutoff device(s) or electrical disconnect described in 514.11(A) shall simultaneously disconnect all conductors of the circuits leading to or through the dispensing equipment, including the grounded conductors, from their source of supply. Equipment grounding conductors shall not be disconnected.

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 (1/4 inch) stroke permanent lettering describing it as "Emergency Pump Shutoff".

Section 517.31(G)

Revise Section 517.31(G), add a new Exception No. 3, revise as follows

517.31(G)

Exception No. 3: *The requirements defined in this section are not required when the essential system was installed prior to the adopted code of record for NEC 2005. For new essential systems that are supplied from existing essential systems installed prior to the adopted code of record for NEC 2005, the new portion of the design shall be required to comply with this section. The ground fault sensing function of overcurrent protective devices will only be required to selectively coordinate with the ground fault sensing function of other overcurrent protective devices.*

Section 600.4(D)

Revise Section 600.4(D), revise as follows:

600.4(D) 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 and at time of inspection.

Section 600.41(D)

Revise Section 600.41(D), revise as follows:

600.41(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 620.62(1)

Add new Item exception to Section 620.62, revise as follows:

620.62

Current text is unchanged, add this exception:

Exception: *The requirements for selective coordination are not required where the elevator power system was installed prior to the adopted code of record for NEC 1996. For new elevator power systems that are supplied from an existing elevator power system installed prior to the adopted code of record for NEC 1996, the new portion of the elevator power system must comply with the requirements of this section. The ground fault sensing function of overcurrent protective devices will only be required to selectively coordinate with the ground fault sensing function of other overcurrent protective devices.*

Article 682

Delete Article 682, in its entirety

Section 700.1

Revise Section 700.1, revise 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 23 m (75 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.

This article applies 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.

Remainder Unchanged

Section 700.10(D)

Revise Section 700.10(D), revise as follows:

700.10(D) Fire Protection. Emergency systems shall meet the additional requirements in (D)(1) through (D)(4) in the followings occupancies:
(1) Assembly occupancies for not less than 300 persons
(2) Buildings above 23m (75 ft) in height
(3) Health care occupancies where persons are not capable of self-preservation
(4) Educational occupancies with more than 300 occupants

The remainder of 700.10 (D) is unchanged.

Section 700.12

Revise Section 700.12, revise as follows:

700.12 General Requirements. Modify the Fourth paragraph as noted below, remainder stays the same

Equipment for sources of power as described in 700.12(A) through (E) shall be installed either in spaces fully protected by approved automatic fire suppression system (sprinklers, carbon dioxide systems and so forth) or in spaces with a 2 hour fire rating where located within the following:

(1) Assembly occupancies for more than 300 persons
(2) Buildings above 75 feet in height with any of the following occupancy classes – assembly, educational, residential, detention and correctional, business, and mercantile
(3) Health care occupancies where persons are not capable of self-preservation.
(4) Educational occupancies with more than 300 occupants.

Remainder Unchanged

Section 700.12(B)(7)

Add a new Subsection 7 to Section 700.12(B), revise as follows:

700.12(B)(7) Location. 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 700.32

Add new Exception No. 2 to Section 700.32, revise as follows:

Exception No. 2: The requirements for selective coordination are not required where the emergency system was installed prior to the adopted code of record for NEC 2005. For new emergency systems that are supplied from an existing emergency system installed prior to the adopted code of record for NEC 2005, the new portion of the emergency system must comply with the requirements of this section. The ground fault sensing function of overcurrent protective devices will only be required to selectively coordinate with the ground fault sensing function of other overcurrent protective devices.

Section 701.27

Add new Exception No. 2 to Section 701.27, revise as follows:

Exception No. 2): The requirements for selective coordination are not required where the emergency system was installed prior to the adopted code of record for NEC 2005. For new emergency systems that are supplied from an existing emergency system installed prior to the adopted code of record for NEC 2005, the new portion of the emergency system must comply with the requirements of this section. The ground fault sensing function of overcurrent protective devices will only be required to selectively coordinate with the ground fault sensing function of other overcurrent protective devices.

Section 708.54

Add new Exception No. 2 to Section 708.54, revise as follows:

Exception No. 2: The requirements for selective coordination are not required where the emergency system was installed prior to the adopted code of record for NEC 2005. For new emergency systems that are supplied from an existing emergency system installed prior to the adopted code of record for NEC 2005, the new portion of the emergency system must comply with the requirements of this section. The ground fault sensing function of overcurrent protective devices will only be required to selectively coordinate with the ground fault sensing function of other overcurrent protective devices.

Section 800.24

Add Subsection (A) to Section 800.24, revise as follows:

800.24 Mechanical Execution of Work.

(A) Low Voltage Cables. Low voltage cabling installed in a concealed space of a Type I or Type II building shall be 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.: **57.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2018-20 - Amends LVMC 6.95.090 to limit the availability of business licenses for retail marijuana stores to those that will be operated in conjunction with a medical marijuana dispensary at the same location and with the same ownership. Sponsored by: Councilman Bob Coffin

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will amend LVMC 6.95.090 to limit the availability of business licenses for retail marijuana stores to those that will be operated in conjunction with a medical marijuana dispensary at the same location and with the same ownership. The bill was requested by the sponsor as a follow-up measure to a general marijuana update ordinance adopted in May of this year.

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. 2018-20

BILL NO. 2018-20

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC 6.95.090 TO LIMIT THE AVAILABILITY OF BUSINESS LICENSES FOR RETAIL MARIJUANA STORES TO THOSE THAT WILL BE OPERATED IN CONJUNCTION WITH A MEDICAL MARIJUANA DISPENSARY AT THE SAME LOCATION AND WITH THE SAME OWNERSHIP, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Coffin

Summary: Amends LVMC 6.95.090 to limit the availability of business licenses for retail marijuana stores to those that will be operated in conjunction with a medical marijuana dispensary at the same location and with the same ownership.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6620 and Title 6, Chapter 95, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended so that LVMC 6.95.090 reads as follows:

6.95.090: (A) Following action by the State regulating authority issuing a provisional medical marijuana establishment registration certificate, the City Council shall evaluate whether to grant any proposed medical marijuana establishment that received a medical marijuana compliance permit a medical marijuana-related business license. Following action by the State regulating authority issuing a license for a marijuana establishment, the City Council shall evaluate whether to grant any proposed marijuana establishment a business license to operate a marijuana establishment, taking into account any compliance permit that may have been required and issued.

(B) The City Council may issue licenses for the following types of medical marijuana establishments and marijuana establishments:

(1) Medical Marijuana Dispensary. A medical marijuana dispensary license allows the licensee to acquire, possess, supply and sell or dispense usable marijuana, edible marijuana products, marijuana infused products, and marijuana paraphernalia exclusively to State regulating authority-designated medical marijuana registry card holders.

(2) Cultivation Facility. A cultivation facility license allows the licensee to acquire, possess, cultivate, package, label, deliver, transfer, transport, supply and sell wholesale marijuana and related supplies to a medical marijuana dispensary, medical marijuana production facility, or to other cultivation facilities only.

(3) Independent Testing Laboratory. An independent testing laboratory license allows the licensee to independently test marijuana, edible marijuana products and marijuana-infused products that are to be sold at medical marijuana establishments operating in accordance with the requirements of NRS Chapter 453A.

(4) Medical Marijuana Production Facility. A medical marijuana production facility license allows the licensee to acquire, process, manufacture, deliver, transfer, transport, package, and label usable marijuana and marijuana-infused products for sale at wholesale to marijuana dispensaries only.

(5) Marijuana Cultivation Facility. A marijuana production facility license allows the licensee to cultivate, process, and package marijuana, to have marijuana tested by a marijuana testing facility, and to sell marijuana to retail marijuana stores, to marijuana product manufacturing facilities, and to other marijuana cultivation facilities, but not to consumers.

(6) Marijuana Distributor. A marijuana distributor license allows a licensee to transport marijuana from a marijuana establishment to another marijuana establishment.

(7) Marijuana Product Manufacturing Facility. A marijuana product manufacturing license allows the licensee to purchase marijuana, manufacture, process, and package marijuana and marijuana products, and sell marijuana and marijuana products to other marijuana product manufacturing facilities and to retail marijuana stores, but not to consumers.

(8) Marijuana Testing Facility. A marijuana testing facility license allows the licensee to test marijuana and marijuana products, including for potency and contaminants.

(9) Retail Marijuana Store. A retail marijuana store license authorizes the licensee to purchase marijuana from marijuana cultivation facilities, to purchase marijuana and marijuana products from marijuana product manufacturing facilities and retail marijuana stores, and to sell marijuana

and marijuana products to consumers. Notwithstanding anything in this Chapter to the contrary, no application for a retail marijuana store may be approved unless the retail marijuana store will be operated in conjunction with an approved medical marijuana dispensary at the same location and the license will be held by the same person or entity that holds the license for the medical marijuana dispensary.

(10) Dual Use Marijuana Business. See LVMC 6.95.270.

(C) An applicant for a license under this Section may not exercise any of the privileges of such a license until the final pre-operational inspections have been conducted and all applicable inspection and license fees are paid.

(D) A licensee shall provide and maintain at all times and at its own expense a certificate of insurance at amounts and terms approved by the Director prior to issuance or renewal of a license. Any failure to maintain insurance or provide proof of insurance is grounds for the Director to suspend the license.

(1) As determined appropriate by the Director, the minimum coverage amounts which may be required shall be as follows:

(a) Cultivation Facility, Marijuana Cultivation Facility, Production Facility, or Marijuana Product Manufacturing Facility: Liability coverage for products and completed operations (one million dollars per occurrence, two million dollars aggregate); commercial automobile coverage (one million dollars per occurrence); and excess liability coverage (one million dollars).

(b) Medical Marijuana Dispensary or Retail Marijuana Store: General liability (one million dollars per occurrence, with two million dollars aggregate, for bodily injury and property damage arising out of licensed activities); liability coverage for products and completed operations (one million dollars per occurrence, with two million dollars aggregate); professional liability coverage (one million dollars per occurrence); and excess liability coverage (one million dollars).

(c) Independent Testing Laboratory or Marijuana Testing Facility: Professional liability coverage (one million dollars per occurrence), and excess liability coverage (one million dollars).

(d) Marijuana Distributor: No minimum coverage required by

ordinance, with required coverage, if any, to be determined by the Director.

(2) All required general liability and excess liability policies shall name the City and its elected officials, officers, agents, employees and volunteers as additional insureds. All policies shall be primary over any other valid and collectible insurance.

(E) Prior to the issuance or renewal of a license, the applicant or licensee for a cultivation facility, a marijuana cultivation facility, a medical marijuana production facility, or a marijuana product manufacturing facility shall provide a surety bond as set forth in this section. The bond must be at the applicant or licensee's own expense and remain in force throughout the term of the license. The bond must cover the licensee's obligation, for itself and its agents, employees, subcontractors, and the agents and employees of any subcontractors, to indemnify, defend, and hold harmless the City, and any of its elected or appointed officers, agents, or employees, from any and all claims, demands, actions, damages, decrees, judgments, attorney fees, costs, and expenses which the City, or such elected or appointed officers or employees, may suffer, or which may be recovered from, or obtainable against the City, or such elected or appointed officers or employees, as a result of, by reason of, or arising out of the use of the license, or the exercise by the licensee of any or all of the rights, privileges, permission, and authority conferred herein, or as a result of any alleged act or omission on the part of the licensee in performing or failing to perform any of its obligations. Such surety bond shall be in the amount of two hundred fifty thousand dollars, or such lesser amount as the City may deem appropriate in particular cases.

(F) Upon approval by the City Council of a compliance permit (if required) and the issuance of a provisional medical marijuana registration certificate or a license by the State regulating authority, the Director shall process a license application pursuant to LVMC Chapter 6.06.

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.

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 _____, 2018.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-21-18
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 _____, 2018, 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 _____, 2018, 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:

_____
LUANN D. HOLMES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2018-21 - Authorizes the City Council to consider and decide the merits of any application or proposed legislative measure that has been tabled or held in abeyance by a board, commission or committee under certain circumstances and conditions. Sponsored by: Mayor Carolyn G. Goodman

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will authorize the City Council to consider and decide the merits of any application or proposed legislative measure that has been tabled or held in abeyance by a board, commission or committee under certain circumstances and conditions.

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. 2018-21

BILL NO. 2018-21

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE CITY COUNCIL TO CONSIDER AND DECIDE THE MERITS OF ANY APPLICATION OR PROPOSED LEGISLATIVE MEASURE THAT HAS BEEN TABLED OR HELD IN ABEYANCE BY A BOARD, COMMISSION OR COMMITTEE UNDER CERTAIN CIRCUMSTANCES AND CONDITIONS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Carolyn G. Goodman

Summary: Authorizes the City Council to consider and decide the merits of any application or proposed legislative measure that has been tabled or held in abeyance by a board, commission or committee under certain circumstances and conditions.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Notwithstanding any contrary or inconsistent provision of the Las Vegas Municipal Code, and subject to the provisions of Sections 2 and 3, the City Council may consider and decide the merits of any application or proposed legislative measure that has been tabled or held in abeyance by a board, commission or committee under the following circumstances and conditions:

(A) The board, commission or committee has been created by the City Council for purposes of providing review and an initial decision, or a recommendation to the City Council;

(B) The application or measure is one that is required by the Municipal Code to be considered by the board, commission or committee before it is able to be heard by the City Council; and

(C) The board, commission or committee has:

(1) Tabled the application or measure indefinitely (other than at the request of the applicant or City staff); or

(2) Held the application or measure in abeyance more than once or for a cumulative period of more than one month (other than at the request of the applicant, sponsor or City staff).

SECTION 2: Before the City Council may exercise its authority under Section 1 of this Ordinance regarding an application or legislative measure, the Council must first approve a motion to

exercise that authority regarding the application or measure in question. An agenda item by which the Council may consider such a motion may be requested by any member of the City Council.

SECTION 3: Any action taken under Sections 1 and 2 of this Ordinance is subject to all applicable requirements of State law as well as the notice requirements of LVMC Title 19.

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: 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 _____, 2018.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-21-18
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 _____, 2018, 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 _____, 2018, 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:

_____
LUANN D. HOLMES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2018-22 - Generally prohibits certain activities on a public sidewalk or within a public right-of-way at any location within one thousand feet of any receiving dock of a food processing facility. Sponsored by: Councilwoman Michele Fiore, Councilwoman Lois Tarkanian and Councilman Cedric Crear

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will generally prohibit certain activities on a public sidewalk or within a public right-of-way at any location within one thousand feet of any receiving dock of a food processing facility. Such activities including sitting or camping. The intent of the bill is to help prevent potential threats to public health that might arise from such activities in proximity to food processing facilities.

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. 2018-22

BILL NO. 2018-22

ORDINANCE NO. _____

AN ORDINANCE TO GENERALLY PROHIBIT CERTAIN ACTIVITIES ON A PUBLIC SIDEWALK OR WITHIN A PUBLIC RIGHT-OF-WAY AT ANY LOCATION WITHIN ONE THOUSAND FEET OF ANY RECEIVING DOCK OF A FOOD PROCESSING FACILITY, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Michele Fiore
Councilwoman Lois Tarkanian
Councilman Cedric Crear

Summary: Generally prohibits certain activities on a public sidewalk or within a public right-of-way at any location within one thousand feet of any receiving dock of a food processing facility.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 10 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 86 and consisting of Sections 10 and 20 thereof, reading as follows:

10.86.010: For purposes of this Section:

(A) "Camp or lodge" means to lay down bedding or set up a tent, shelter or similar structure for purposes of sleeping or temporary living.

(B) "Food processing facility" means a commercial operation that:

(1) Manufactures, processes or packages food products of any kind; and

(2) Is required to undergo periodic inspections by the United States Department of Agriculture, the United States Food and Drug Administration, or another Federal or State agency that either has:

(a) Regulatory jurisdiction over the food processing facility with regard to food products; or

(b) A contractual agreement with the food processing facility by which the facility provides food products to the agency.

(C) "Food product" means any food, drink, confection or beverage, or any component

in the preparation or manufacture thereof, intended for ultimate human consumption. The term includes packaged ice.

(D) "Receiving dock" means a bay or other raised structure that is used to receive the delivery of food products to a food processing facility.

10.86.020: (A) It is unlawful for a person to do any of the following on a public sidewalk or within a public right-of-way at a location within one thousand feet of any receiving dock of a food processing facility:

(1) Sit or lie down on the sidewalk or right-of-way, or on a blanket, stool, or any other object placed upon the sidewalk or right-of-way.

(2) Camp or lodge on the sidewalk or within the right-of-way.

(B) It is an affirmative defense to any prosecution under Subsection (A) that the person is:

(1) Sitting or lying down because of a medical emergency;

(2) As the result of a disability, utilizing a wheelchair, walker, or similar device to move about the sidewalk or right-of-way;

(3) Operating or patronizing a commercial establishment or service or governmental function conducted at the location pursuant to a permit or authorization issued under this Code;

(4) Participating in or attending a parade, festival, performance, rally, demonstration, meeting, or similar event lawfully conducted on the sidewalk or right-of-way;

(5) Sitting on a chair or bench that has been supplied by a governmental agency or the abutting private property owner; or

(6) Sitting or has placed materials on a sidewalk while waiting for public or private transportation or waiting for access to enter any building.

(C) Before taking any action to enforce Subsection (A), an officer charged with its enforcement who observes a violation of Subsection (A) shall first notify the person engaged in the prohibited conduct that he or she is in violation. It is an affirmative defense to a prosecution under Subsection (A) that

any person so notified promptly ceased, within a time reasonable under the circumstances, to engage in the prohibited conduct following such notification.

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 _____, 2018.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-21-18
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 _____, 2018, 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 _____, 2018, 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:

_____
LUANN D. HOLMES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2018-23 - Amends various provisions of LVMC Title 11 to specifically provide for enforcement of non-metered paid vehicle parking in City-owned or City-leased parking lots, and amends the definition of "tour bus" for parking purposes to clarify that it does not include limousines. Sponsored by: Councilman Cedric Crear

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will amend various provisions of LVMC Title 11 to specifically provide for enforcement of non-metered paid vehicle parking in City-owned or City-leased parking lots, and will amend the definition of "tour bus" for parking purposes to clarify that it does not include limousines. The bill is housekeeping in nature and provides for more clarity and better enforcement of provisions previously adopted.

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. 2018-23

BILL NO. 2018-23

ORDINANCE NO. _____

AN ORDINANCE RELATED TO VEHICLE PARKING; AMENDING VARIOUS PROVISIONS OF LVMC TITLE 11 TO SPECIFICALLY PROVIDE FOR ENFORCEMENT OF NON-METERED PAID VEHICLE PARKING IN CITY-OWNED OR CITY-LEASED PARKING LOTS; AMENDING THE DEFINITION OF "TOUR BUS" FOR PARKING PURPOSES TO CLARIFY THAT IT DOES NOT INCLUDE LIMOUSINES; AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Cedric Crear

Summary: Amends various provisions of LVMC Title 11 to specifically provide for enforcement of non-metered paid vehicle parking in City-owned or City-leased parking lots, and amends the definition of "tour bus" for parking purposes to clarify that it does not include limousines.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 11, Chapter 52, Section 310, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.52.310: The City Manager is authorized to limit parking on City-owned or City-leased parking lots to certain specified persons, for designated purposes, and for certain specific lengths of time, and to erect signs giving notice of such limitations. In a non-metered lot or garage, such limitations may include, among other things, the requirement to pay a fee for parking that is collected upon entrance or exit.

SECTION 2: Title 11, Chapter 52, Section 320, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.52.320: When signs are erected giving notice thereof, it shall be unlawful for any person to park a vehicle on City-owned or City-leased parking lots in violation of such limitations[.] , including the failure to pay a required parking fee in accordance with LVMC 11.52.310.

SECTION 3: Title 11, Chapter 10, 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 160, reading as follows:

11.10.160: In the case of a failure to pay a required parking fee as referenced in LVMC 11.52.310 and

11.52.320, the City is entitled to collect the required parking fee in addition to and independent of any civil fine that may be imposed, and the fee amount shall be added to and be collectible with the amount of fines and penalties associated with the violation.

SECTION 4: Title 11, Chapter 2, Section 150, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.02.150: "Tour bus" or "shuttle bus" means a motor vehicle, other than a limousine, which is designed, maintained and used to transport more than six persons, including the driver, to or from hotels, motels, casinos, cultural or athletic events or other tourist attractions or points of interest.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

. . .

. . .

. . .

. . .

SECTION 7: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2018.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-21-18
_____
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 _____, 2018, 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 _____, 2018, 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:

_____
LUANN D. HOLMES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2018-24 - Amends LVMC Title 19 (the Unified Development Code) to adopt additional standards regarding the repurposing of certain golf courses and open spaces, and to consolidate those provisions with previously-adopted public engagement provisions regarding such repurposing proposals. Sponsored by: Councilman Steven G. Seroka

Fiscal Impact

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

PURPOSE/BACKGROUND:
In May of this year the Council adopted Ordinance No. 6617, establishing certain public engagement requirements pertaining to proposals to repurpose certain golf courses and open spaces. The focus of those requirements was on the pre-application stages of such proposals. This bill is a follow-up measure designed to adopt additional standards regarding the repurposing of those golf courses and open spaces, with the focus on the approval process and thereafter. This bill would also consolidate the new provisions with those previously adopted by means of Ordinance No. 6617.

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. 20108-24

BILL NO. 2018-24

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC TITLE 19 (THE UNIFIED DEVELOPMENT CODE) TO ADOPT ADDITIONAL STANDARDS AND REQUIREMENTS REGARDING THE REPURPOSING OF CERTAIN GOLF COURSES AND OPEN SPACES, CONSOLIDATE THOSE PROVISIONS WITH PREVIOUSLY-ADOPTED PUBLIC ENGAGEMENT PROVISIONS REGARDING SUCH REPURPOSING PROPOSALS, AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven G. Seroka

Summary: Amends LVMC Title 19 (the Unified Development Code) to adopt additional standards regarding the repurposing of certain golf courses and open spaces, and to consolidate those provisions with previously-adopted public engagement provisions regarding such repurposing proposals.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: 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, together with Ordinance No. 6617, are hereby amended as set forth in Sections 2 and 3 of this Ordinance. The amendments in those Sections are deemed to be amendments to Ordinance Nos. 6289 and the Unified Development Code adopted as Title 19, as well as to Ordinance No. 6617.

SECTION 2: Title 19, Chapter 16, Section 10, as amended by Ordinance No. 6617, is hereby amended to delete and repeal Subsection (G) thereof, and to reletter Subsections (H), (I) and (J) of LVMC 19.16.10 so that they are lettered, respectively, Subsections (G), (H) and (I).

SECTION 3: Title 19, Chapter 16, is hereby amended by adding thereto, at the appropriate location, a new Section 105, reading as follows:

19.16.105: Repurposing of Certain Golf Courses or Open Spaces

A. General. Except as otherwise provided in this Section, any proposal by or on behalf of a property owner to repurpose a golf course or open space, whether or not currently in use as such, is subject to the Public Engagement Program requirements set forth in Subsections (C) and (D), as well as the requirements pertaining to the Development Review and Approval Process, Development Standards, and the Closure

Maintenance Plan set forth in Subsections (E) to (G), inclusive. The requirements of this Section apply to repurposing a golf course or open space located within 1) an existing residential development, 2) a development within an R-PD District, 3) an area encompassed by a Special Area Plan adopted by the City, or 4) an area subject to a Master Development Plan within a PD District. For purposes of this Section, "repurposing" includes changing or converting all or a portion of the use of the golf course or open space to one or more other uses.

B. Exceptions. This Section does not apply to:

1. Any project that has been approved as part of the City of Las Vegas Capital Improvement Plan.

2. Any project that is governed by a development agreement that has been approved pursuant to LVMC 19.16.150.

3. The repurposing of any area that has served as open space pertaining to a nonresidential development where that open space functions as an area for vehicle parking, landscaping, or any similar incidental use.

4. The reprogramming of open space recreational amenities that simply changes or adds to the programming or activities available at or within that open space.

C. Public Engagement Program Requirements. In connection with the scheduling of a pre-application conference pursuant to LVMC 19.16.010(B)(5), the applicant for a repurposing project subject to this Section must provide to the Department in writing a proposed Public Engagement Program meeting the requirements of this Subsection (C). The requirements of Subsections (C) and (D) must be completed before the submission and processing of the land use application(s) to which the pre-application conference applies. A PEP shall include, at a minimum, one in-person neighborhood meeting regarding the repurposing proposal and a summary report documenting public engagement activities. The applicant is encouraged, but not required, to conduct additional public engagement activities beyond those required by the preceding sentence. Additional public engagement activities may include, but are not limited to, the following components:

1. Applicant's Alternatives Statement. This document is designed to inform the Department and stakeholders about the applicant's options and intentions, including the following statements:

a. A statement summarizing the alternatives if the golf course or open space is not repurposed and the current use of the property ceases.

b. A statement summarizing the rationale for repurposing in lieu of continuing to operate or maintain the golf course or open space, or finding another party to do so.

c. A statement summarizing the proposal to repurpose the golf course or open space with a compatible use.

d. A statement summarizing how the applicant's proposal will mitigate impacts of the proposed land uses on schools, traffic, parks, emergency services, and utility infrastructure.

e. A statement summarizing the pertinent portions of any covenants, conditions and restrictions for the development area and the applicant's intentions regarding compliance therewith.

f. If applicable, a statement summarizing any negotiations with the City in regards to a new or amended Development Agreement for the area.

2. Neighborhood Meeting. The PEP shall include at a minimum the neighborhood meeting that is described in this Subsection (C). Notice of such meeting shall be provided in general accordance with the notice provisions and procedures for a General Plan Amendment in LVMC Title 19.16.030(F)(2), except that no newspaper publication is required and the providing of notice shall be the responsibility of the applicant rather than the City. The applicant shall develop a written plan for compliance with the notice requirements of the preceding sentence, which shall be submitted to the Department for review and approval in advance of implementation. The required neighborhood meeting must be scheduled to begin between the hours of 5:30 pm and 6:30 pm, except that the Department in particular cases may require that a meeting begin earlier in the day to allow greater participation levels. Additional neighborhood meetings are encouraged, but not required.

3. Design Workshops. The applicant may provide conceptual development plans at design workshops and solicit input from stakeholder groups. The applicant is encouraged (without requirement or limitation) to provide separate design workshops for each of the following stakeholder groups, as applicable:

a. Owners of properties that are adjacent to the area proposed for repurposing;

b. The owners of all other property within the same subdivision (master subdivision, if applicable), Master Development Plan Area or Special Area Plan area; and

c. Local neighborhood organizations and business owners located within the same Master Development Plan Area or Special Area Plan area.

D. Summary Report. Upon completion of a PEP, the applicant shall provide a report to the Department detailing the PEP's implementation, activities and outcomes. The summary report shall be included with any land use entitlement application related to a repurposing proposal. To document the applicant's public engagement activities, the summary report shall include the following, as applicable:

1. The original Applicant's Alternatives Statement.

2. Any revised Applicant's Alternatives Statement that has been produced as a result of the process.

3. Affidavit of mailings pertaining to the mailing of notice of the Applicant's Alternative Statements to prescribed stakeholders, and of the means by which the Alternatives Statements were made available to stakeholders.

4. Affidavits of mailings for the notices to prescribed stakeholders for all required neighborhood meetings and design workshops.

5. Scanned copies of any and all sign-in sheets that were used for all required neighborhood meetings and design workshops.

6. Meeting notes that may have been taken from all required neighborhood meetings and design workshops.

7. Electronic copy of a spreadsheet with all comments received at meetings and workshops and the applicant's statement of how each of those comments were addressed, if applicable.

8. Affidavit of mailing for, and results of, a public engagement survey sent to all meeting and workshop attendees.

9. Accounting of City staff time devoted to required neighborhood meetings and design workshops.

10. A copy of all materials distributed or displayed by the applicant at all neighborhood meetings and design workshops.

11. Statements from any facilitator of design workshops summarizing the input and results.

12. A statement acknowledging that additional public comment heard through a land use application's public hearing process will be taken into consideration by the applicant.

E. Development Review and Approval Process.

1. Purpose. The City's review of golf course or open space repurposing projects is intended to ensure that:

a. The proposed repurposing is compatible and harmonious with adjacent development;

b. The proposed repurposing is consistent with the General Plan, this Title and other duly-adopted City plans, policies and standards;

c. Impacts of the proposed repurposing on schools, traffic, parks, emergency services, utility infrastructure, and environmental quality are mitigated;

d. Open space is preserved in furtherance of the goals and objectives of the City's 2020 Master Plan with regard to the preservation of open space; and

e. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

2. General Provisions.

a. Development of the area within a repurposing project subject to this Section will be governed by a development agreement and specific standards adopted by the City in conjunction with applications filed pursuant to this Title. The approval of a development agreement and these applications (the "Development Approvals") will include design criteria, infrastructure and public facility requirements, allowable land uses and densities, etc.

b. Development of the area within a repurposing project shall be in accordance with all applicable City Plans and policies, including the Centennial Hills Sector Plan, the Las Vegas 2020 Master Plan (and subsequent City of Las Vegas Master Plans) and Title 19.

c. Any General Plan Land Use designation and/or Special Area Plan Land Use designations that pertain to the area within a repurposing project shall be proposed to be made consistent with that of the

proposed density and use of the project by means of a request to do so that is filed concurrently with any other required application. The means of doing so, whether by a General Plan Amendment or Major Modification, shall be determined in accordance with the Land Use & Rural Neighborhood Preservation Element of the Las Vegas 2020 Master Plan.

3. Additional Application Submittal Requirements. In addition to the requirements for submitting an application for Site Development Plan Review as detailed in LVMC 19.16.100, or any other required application under Title 19, the applicant for a repurposing project subject to this Section must submit the following items in conjunction with any such applications:

a. A certificate of survey regarding the repurposing project area, depicting:

i. Legal property description: lot, block, subdivision name;

ii. Name, address, and phone number of property owner and developer;

iii. Bearings and lot line lengths;

iv. Building locations and dimensions;

v. Existing grade contours;

vi. Proposed grade contours;

vii. North arrow and scale;

viii. Street name and adjacent street names;

ix. Benchmark and benchmark locations;

x. Complete name, address and phone number of engineering firm;

xi. Drainage arrows;

xii. List of symbols;

xiii. Registered Surveyor number and signature;

xiv. Wetlands, conservation easements, and flood zone and elevation, if applicable;

xv. Location of any wells or septic drain field or septic tanks; and

xvi. Other existing easements (public or private) of record.

b. A proposed master land use plan for the repurposing project area, depicting:

i. Areas proposed to be retained as golf course or open space, including acreage, any operation agreements, and easement agreements;

ii. Areas proposed to be converted to open space, including acreage, recreational amenities, wildlife habitat, easements, dedications or conveyances;

iii. Areas proposed to be converted to residential use, including acreage, density, unit numbers and type;

iv. Areas proposed to be converted to commercial use, including acreage, density and type; and

v. Proposed easements and grants for public utility purposes and conservation.

c. A density exhibit for the repurposing project area, depicting:

i. Developed commercial gross floor areas and residential densities;

ii. Undeveloped but entitled commercial gross floor area and residential densities;

iii. Proposed residential densities; and

iv. Proposed commercial gross floor areas.

d. An environmental assessment worksheet for the repurposing project area, consisting of:

i. Documentation of the project's impacts on wildlife, water, drainage, and ecology; and

ii. A copy of a Phase I environmental site assessment report for the repurposing project area.

e. Conceptual master studies that have been conditionally approved by the Department of Public Works prior to submittal of any formal Title 19 application, including:

i. A conceptual master drainage study (for any repurposing project of 2 acres or larger in size);

ii. A conceptual master traffic study for any repurposing project that will generate 100 or more peak hour trips; and

iii. A conceptual master sanitary sewer study. Regarding this study, the applicant must

contact the City's Sanitary Sewer Planning Section to submit the initial draft of the study, to address all comments provided by that Section, and thereafter to receive approval of the study. The study shall identify locations where public sewer easements with drivable access will be provided to service the proposed development by gravity means. The study shall also include the total land use(s) proposed, anticipated connection point(s) to existing sewer system, calculations and exhibits to identify diameter and capacity of all on-property and off-property sewer improvements necessary to meet the needs of the development and the City.

f. A 3D model of the repurposing project with accurate topography to illustrate potential visual impacts, as well as an edge condition cross section with improvements callouts and maintenance responsibility.

g. One or more construction and development phasing plans for any repurposing project to be completed in more than one phase.

h. A PEP Summary Report as required pursuant to Subsection (D).

F. Development Standards. Except as otherwise provided in this Subsection (F), each repurposing project subject to this Section shall conform to the standards as set forth in LVMC Chapters 9.02, 19.06 and 19.08, as well as any applicable development agreements and special area plans. In addition, in connection with the consideration of any development applications filed pursuant to LVMC Chapter 19.16, the Planning Commission and City Council shall take into account (and may impose conditions and requirements related to) the purpose set forth in Paragraph (1) of Subsection (E) of this Section, as well as the standards and considerations set forth in this Subsection (F).

1. When new development within the area of the repurposing project will be adjacent to existing residential development, the new development shall:

a. Provide minimum setbacks that meet or exceed those of the existing development.

b. Ensure that accessory structures are limited to a height of one story and 15 feet.

c. Provide screening of the uses and equipment listed in LVMC 19.08.040(E)(4) so that they are screened from view from all existing residential development adjacent to the repurposing project area and

from public view from all rights-of-way, pedestrian areas, and parking lots.

d. Provide landscape buffering on all lots adjacent to existing residential development.

e. Screen all parking lots within the repurposing project area from view of existing residential properties adjacent to that area.

2. Existing channels or washes shall be retained or the developer shall provide additional means for drainage and flood control, as shown in a master drainage study approved by the Department of Public Works.

3. Where repurposing will result in the elimination or reduction in size of a contiguous golf course or open space, the developer shall consider providing for other facilities or amenities or resources that might help offset or mitigate the impact of the elimination or reduction.

G. Closure Maintenance Plan. At any time after the Department becomes aware that a golf course that would be subject to this Section if repurposed has ceased operation or will be ceasing operation, the Department may notify the property owner of the requirement to comply with this Section. Similarly, at any time after the Department becomes aware that an open space that would be subject to this Section if repurposed has been withdrawn from use or will be withdrawn from use, the Department may notify the property owner of the requirement to comply with this Section. Any such notification shall be by means of certified mail and by posting at the subject site. Within 10 days after the mailing and posting of the notice, the property owner shall meet with the Department to discuss the proposed plans for the property and process of complying with this Section. Within 30 days after the mailing and posting of the notice, the property owner shall submit to the Department a closure maintenance plan ("the maintenance plan") for review by the Department.

1. Purpose. The purpose of a maintenance plan is to address and protect the health, safety, and general welfare of occupants of properties surrounding the subject site, as well as to protect the neighborhood against nuisances, blight and deterioration that might result by the discontinuance of golf course operations or the withdrawal from use of an open space. The maintenance plan will accomplish those objectives by establishing minimum requirements for the maintenance of the subject site. The maintenance plan must ensure that the subject site is maintained to the same level as that existed on the date of discontinuance or

withdrawal, or otherwise at a level acceptable to the Department, until a repurposing project and related development applications have been approved pursuant to this Title.

2. Maintenance Plan Requirements. In addition to detailing how the subject property will be maintained so as to be in compliance with LVMC Chapter 9.04, LVMC 16.02.010, and LVMC 19.06.040(F), the maintenance plan must, at a minimum and with respect to the property:

a. Ensure that all exterior areas are kept free from dry vegetation, tumbleweeds, weeds, bushes, tall grass, and trees which present a visual blight upon the area, which may harbor insect or rodent infestations, or which are likely to become a fire hazard or result in a condition which may threaten the health, safety or welfare of adjacent property owners or occupants;

b. Provide security and monitoring details;

c. Establish a service or other contact information by which the public may register comments or complaints regarding maintenance concerns;

d. Provide documentation regarding ongoing public access, access to utility easements, and plans to ensure that such access is maintained;

e. Detail how all applicable federal, state and local permitting requirements will be met; and

f. Provide any additional or supplemental items the Department may determine are necessary in connection with review of the maintenance plan.

3. Maintenance Plan Neighborhood Meeting. The property owner shall conduct a neighborhood meeting regarding the proposed maintenance plan, which shall be a prerequisite to final approval of the maintenance plan. Notice of such a meeting shall be provided in general accordance with the notice provisions and procedures for a General Plan Amendment in LVMC 19.16.030(F)(2), except that no newspaper publication is required and the providing of notice shall be the responsibility of the applicant rather than the City. In addition, notice of the meeting shall be provided to the Department at least 10 calendar days in advance of the meeting.

4. A maintenance plan that has been approved by the City may be recorded against the property at the property owner's expense.

5. Failure to comply with the provisions of this Subsection (G) or with the terms of an approved maintenance plan:

a. Shall be grounds for the denial of any development application under this Title that would be required for a repurposing project subject to this Section;

b. Is unlawful and may be enforced by means of a misdemeanor prosecution; and

c. In addition to and independent of any enforcement authority or remedy described in this Title, 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.

SECTION 4: For purposes of Section 2.100(3) of the City Charter, Section 19.16.010 is deemed to be a subchapter rather than a section.

SECTION 5: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 2 and 3 of this Ordinance.

SECTION 6: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 7: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 8: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2018.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-27-18
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 _____, 2018, 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 _____, 2018, 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:

_____
LUANN D. HOLMES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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

SUBJECT:
NEW BILLS:

Bill No. 2018-35 - Amends LVMC Chapter 2.44 to add a new section establishing meeting-related requirements for the Planning Commission. Proposed by: Scott D. Adams, City Manager

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will amend LVMC Chapter 2.44 to add a new section establishing meeting-related requirements for the Planning Commission. In particular, the bill will authorize the City Council to establish meeting schedules appropriate to the business of the Planning Commission.

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. 2018-35

BILL NO. 2018-35

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC CHAPTER 2.44 TO ADD A NEW SECTION ESTABLISHING MEETING-RELATED REQUIREMENTS FOR THE PLANNING COMMISSION, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Scott D. Adams, City Manager

Summary: Amends LVMC Chapter 2.44 to add a new section establishing meeting-related requirements for the Planning Commission.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 2, Chapter 44, 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 50, reading as follows:

2.44.050: (A) The Planning Commission shall hold at least one regular meeting each month. From time to time the City Council may approve regular meeting schedules with a greater meeting frequency. The approval of such schedules shall be based on input and recommendation from the Director of Planning, taking into account the amount and nature of business to be conducted.

(B) Subject to the provisions of Subsection (A), the scheduling of regular meetings and other meetings shall be as set forth in the rules or bylaws that have been adopted by the Planning Commission pursuant to State law.

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

. . .

SECTION 3: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2018.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-23-18
_____
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 _____, 2018, 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 _____, 2018, 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:

_____
LUANN D. HOLMES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES ☐ **Consent** ☒ **Discussion**

SUBJECT:
Closed Session - Upon a duly carried motion, a closed meeting is called in accordance with NRS 241.030 to discuss the following items:

A. City Attorney's Annual Performance Review
B. City Auditor's Annual Performance Review

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Open Meeting law permits the City Council to conduct closed sessions for - among other reasons - discussion and evaluation of the character and professional competence of a person. While all decisions and actual deliberation regarding compensation and employment must be made during the public agenda item which follows the closed session, these private meetings permit candid conversations which might not be appropriate for the a public meeting. Minutes of a closed session must be generated in the same fashion as the public portion of the agenda, but the minutes are confidential unless the person who is the subject of the closed session chooses to release them.

RECOMMENDATION:
A recommendation is not appropriate on this item

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: AUGUST 1, 2018

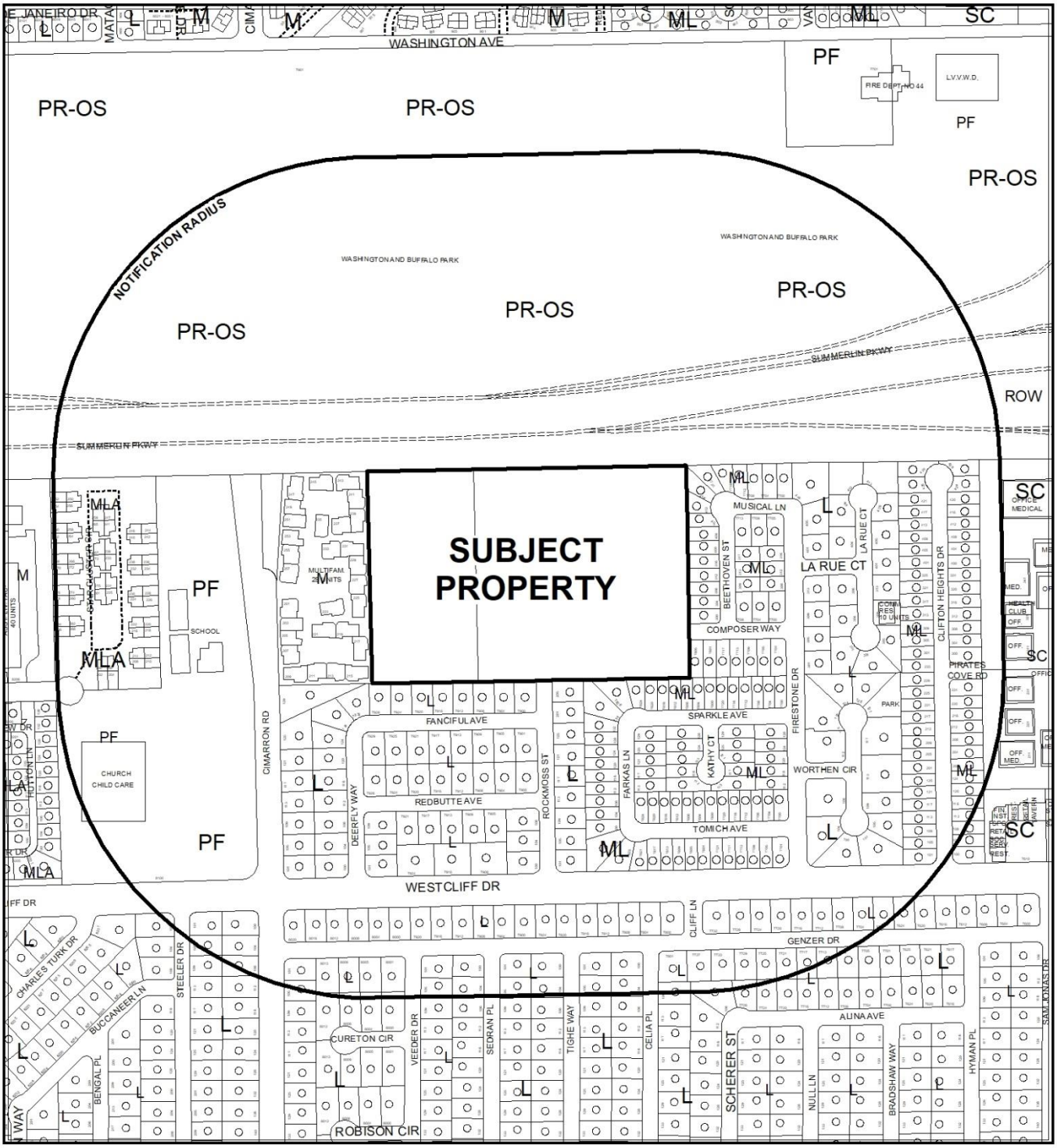
DEPARTMENT: PLANNING
DIRECTOR: ROBERT SUMMERFIELD ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-72773 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: UNITED STATES OF AMERICA - For possible action on a request for a General Plan Amendment FROM: L (LOW DENSITY RESIDENTIAL) TO: ML (MEDIUM LOW DENSITY RESIDENTIAL) on 15.00 acres 612 feet north of the intersection of Westcliff Drive and Rockmoss Street (APNs 138-28-801-002 and 003), Ward 2 (Seroka) [PRJ-72760]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**55**	**Planning Commission Mtg.**	**1**
City Council Meeting	**12**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report - GPA-72773, ZON-72774, VAR-73380 and TMP-72851 [PRJ-72760]
3. Supporting Documentation - GPA-72773, ZON-72774, VAR-73380 and TMP-72851 [PRJ-72760]
4. Photo(s) - GPA-72773, ZON-72774, VAR-73380 and TMP-72851 [PRJ-72760]
5. Justification Letter - GPA-72773, ZON-72774, VAR-73380 and TMP-72851 [PRJ-72760]
6. School Development Tracking Form from Clark County School District - GPA-72773 and ZON-72774 [PRJ-72760]
7. Protest Postcard - GPA-72773 and ZON-72774
8. Backup Submitted from the July 18, 2018 City Council Meeting
9. Backup Submitted at the June 12, 2018 Planning Commission Meeting



CASE: **GPA-72773 (PRJ-72760)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: L (LOW DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: MLA (MEDIUM LOW ATTACHED DENSITY RESIDENTIAL)



CASE: **GPA-72773 (PRJ-72760)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: L (LOW DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: MLA (MEDIUM LOW ATTACHED DENSITY RESIDENTIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 18, 2018
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: DR HORTON - OWNER: UNITED STATES OF AMERICA

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-72773	Staff recommends APPROVAL, subject to conditions:	
ZON-72774	Staff recommends APPROVAL, subject to conditions:	GPA-72773
VAR-73380	Staff recommends DENIAL, if approved subject to conditions:	ZON-72774
TMP-72851	Staff recommends DENIAL, if approved subject to conditions:	ZON-72774 VAR-73380

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 36

NOTICES MAILED
431 - GPA-72773 and ZON-72774 (By City Clerk)
431 - VAR-73380 and TMP-72851 (By City Clerk)

PROTESTS
43 - GPA-72773
27 - ZON-72774
3 - VAR-73380
7 - TMP-72851

APPROVALS
1 - GPA-72773 and ZON-72774
0 - VAR-73380
1 - TMP-72851

NE

**** CONDITIONS ****

VAR-73380 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-72774) and Tentative Map (TMP-72851) shall be required, if approved.

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. 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.

TMP-72851 CONDITIONS

Planning

1. Recommendation to the City Council that the applicant seek access for construction, grading and fill via Cimarron Road and using the Summerlin Parkway right of way currently owned by the City of Las Vegas .

2. A pedestrian access point between the two defined neighborhoods to improve connectivity ratio via a walkway between lots 66 and 67.

3. That lot 67 be converted into an open space park for the benefit of all neighborhoods.

4. Trees be added to the lots adjoining the southernmost boundary of the project as a buffer to the homes on Fanciful Avenue, Farkas Lane and Sparkle Avenue.

5. Approval of the Tentative Map shall be for no more than four (4) years. If a Final Map is not recorded on all or a portion of the area embraced by the Tentative Map within four (4) years of the approval of the Tentative Map, this action is void.

6. Approval of Rezoning (ZON-72774) and Variance (VAR-73380) shall be required, if approved.

7. Street names must be provided in accordance with the City's Street Naming Regulations.

8. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

9. All development is subject to the conditions of City Departments and State Subdivision Statutes.

10. All perimeter walls and retaining walls shall conform to the wall standards of Title 19.06.

Public Works

11. Common Elements "A", "B", "C", and "D" shall be granted as 20-foot wide Public Sewer and Public Drainage Easements with private surface maintenance. If storm drain is required, the easement shall be modified to be 30 feet in width.

12. Construct internal public streets per current City Standards concurrent with onsite development activities.

13. All landscaping shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

14. A working sanitary sewer connection shall be in place prior to final inspection of any units within this development. Full permanent improvements on all major access streets, including all required landscaped areas between the perimeter wall and adjacent public street, shall be constructed and accepted by the City prior to issuance of any building permits beyond 50% of all units within this development. All off-site improvements adjacent to this site, including all required landscaped areas between the perimeter walls and adjacent public streets, shall be constructed and accepted prior to issuance of building permits beyond 75%. The above thresholds notwithstanding, all required Improvements shall be constructed in accordance with Title19.02.130.D.

15. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

16. Per Unified Development Code (UDC) 19.16.060.G, all requirements must be complied with or such future compliance must be guaranteed by an approved performance security method in accordance with UDC sections 19.02.130.C and 19.02.130.E.

17. The approval of all Public Works related improvements shown on this Tentative Map is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to approval of the construction plans by the City. No additional deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the recordation of a Final Map or the approval of subdivision-related construction plans, whichever may occur first. Approval of this Tentative Map does not constitute approval of any deviations. If such approval cannot be obtained, a revised Tentative Map must be submitted showing elimination of such deviations.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to amend the General Plan designation and rezone two adjacent parcels located approximately 612 feet north of the intersection of Westcliff Drive and Rockmoss Street in order to accommodate a proposed 110-lot single-family residential subdivision.

ISSUES

- A General Plan Amendment is requested to amend the designation of both parcels from L (Low Density Residential) to ML (Medium Low Density Residential). Staff is recommending approval of this request.
- A request to rezone both parcels from U (Undeveloped) [L (Low Density Residential) General Plan Designation] to R-CL (Single Family Compact-Lot) is also included. Staff is recommending approval of this request.
- A Variance is requested to allow a connectivity ratio of 1.0 where 1.3 is required. Staff does not support this request.
- A Tentative Map for a 110-lot single family residential subdivision is proposed for the subject sites. Staff does not support this request.

ANALYSIS

General Plan Amendment

The subject parcels are surrounded by existing development to the west, south, and east, and the Summerlin Parkway right-of-way adjacent to the north. Future development on these parcels would be classified as “infill,” which is typically found within a downtown area or a suburb surrounded by development, with easy access to already existing infrastructure. Developing an infill site adds to the density of a community, even when the development mirrors the surrounding development.

It is important for infill development to be compatible with the existing surroundings. The new building or buildings should be similar in proportion, height and setbacks to surrounding buildings, to create visually organized development and promote pedestrian activity. In addition, development should be compatible with street hierarchy. For instance, higher density development is more appropriate for arterials, whereas lower density might be more appropriate on local streets designed for a lower rate of traffic speed.

Currently, the subject parcels are designated L (Low Density Residential). This designation allows a maximum of 5.5 dwelling units per gross acre, and permits single family detached homes. Local supporting uses such as parks, other recreation facilities, schools and churches are also allowed in this category. The proposed ML (Medium Low Density Residential) category permits a maximum of 8 dwelling units per gross acre. This density range permits single family detached homes with local supporting uses such as parks, other recreation facilities, schools and churches also allowed in this category.

Staff finds the proposed General Plan Designation of ML (Medium Low Density Residential) to be compatible with the adjacent ML (Medium Low Density Residential) designation to the east, and the L (Low Density Residential) designation to the south detached and is recommending approval of this request.

Rezoning

The subject sites are currently zoned U (Undeveloped) which is a temporary classification used until property is ready to be developed for a permanent use, and to prevent the premature development of property.

The applicant is proposing to rezone the subject parcels to R-CL (Single Family Compact-Lot) which provides for single family units and other customary residential uses on a smaller lot size. The density associated with the R-CL District is consistent with the policies of the proposed Medium Low Density Residential category of the General Plan. The R-CL zoning district allows a minimum lot size of 3,000 square feet with a lot width of 35 feet. Access to the site is provided by two local streets, Rockmoss Street which is a 47-foot wide right-of-way, and Composer Way, a 50-foot wide right-of way. These roadways serve the existing detached, single family neighborhoods and are primarily travelled by residents and their visitors since both roadways dead end at the undeveloped subject parcels. These existing residential neighborhoods consist of lots that range in size from 3,500 square feet to 7,500 square feet. The applicant has proposed lot sizes that range from 3,500 square feet to 9,964 square feet mirroring the existing single family detached developments to the south and east. Staff finds the proposed R-CL (Single Family Compact-Lot) zoning district to be consistent with the proposed General Plan designation of ML (Medium Low Density Residential) and compatible with the existing, detached, single family residences that surround the subject sites and is therefore recommending approval of the rezoning request.

Variance and Tentative Map

The applicant has proposed a 110-lot single-family residential subdivision for the subject 15-acre site. In response to concerns raised by the existing neighbors during multiple neighborhood meetings, the applicant has proposed to match the lot sizes of the existing residential homes that abut the subject site. As a result, the proposed single-family residential development contains home sites that range in size from 3,600 square feet up to over 9,000 square feet. This configuration allows the proposed residential subdivision to match existing residential development to the east and south and provide a design that is proportionally similar.

A second concern raised by the existing neighbors was increased vehicular traffic on Rockmoss Street and Composer Way. The applicant has proposed a roadway configuration that essentially has divided the residential subdivision in to two. The western half of the subdivision is only accessible via Rockmoss Street, while the eastern portion of the subdivision is only accessible via Composer Way. As a result of this configuration, the proposed residential subdivision does not meet the required connectivity ratio of 1.3. The proposed configuration has a connectivity ratio of 1.0, which staff does not support.

Connectivity is a measurement of the diversity of vehicular or pedestrian options a transportation network provides within and around its transportation network and is measured using a Connectivity Ratio. The higher the ratio, the more options there are for travelers in a given neighborhood and the lower the ratio, less options are available. Due to the lack of connectivity the proposed 110-lot single-family residential subdivision provides to current and future area residents, staff is recommending denial of the Variance and Tentative Map.

The cross sections submitted with this application included wall sections that demonstrated a six-foot tall retaining wall with a six-foot tall decorative screen wall. Title 19.06 limits retaining walls to four feet in height, and the maximum height allowed for a combined retaining and screen wall is 10 feet tall when the slope is less than two percent. Six-foot retaining walls with an overall height of 12 feet including the screen wall are only allowed for sites where the slope exceeds two percent. The slope of the site is not indicated and a recommended condition of approval has been included that will require conformance with the requirements of Title 19.06.

In a report prepared by the Traffic Division of Public Works, Westcliff Drive currently has an Average Daily Traffic Count (ADT) of 4,871 vehicles, with Buffalo Drive's ADT count being at 38,354 vehicles. The traffic capacity for Westcliff Drive is 33,800 vehicles, while Buffalo Drive's traffic capacity is 53,445 vehicles. Both are currently below their Average Daily Traffic capacity. The proposed project would add approximately 1,066 vehicular

trips per day to the area. Currently, Westcliff Drive is at approximately 14 percent of capacity with Buffalo Drive at approximately 72 percent of capacity. With the completion of the proposed project, Westcliff is expected to be at approximately 18 percent of capacity with Buffalo Drive at approximately 74 percent of capacity. Traffic counts are not available for Rockmoss Street, but it is believed to be under capacity. Based on Peak Hour use, the proposed development would add into the area roughly 112 additional vehicles or approximately two every minute.

According to the Clark County School District (CCSD), Jacobson Elementary School and Palo Verde High School are over capacity for the 2017-2018 school year. The following charts demonstrate the estimated number of students the proposed residential neighborhood would add to the area schools, as well as their current capacity levels.

Proposed Detached Single-Family Residential Neighborhood:					
Student Yield		**Elementary School**	**Middle School**	**High School**	
Single-Family Units		111 x 0.196	111 x 0.101	111 x 0.064	
Total Additional Students		22	12	8	
Schools Serving the Area:					
Name	**Address**	**Grade**	**Capacity**	**Enrollment**	**Site Date**
Walter Jacobson Elementary School	8400 Boseck Drive	Kindergarten – 5th Grade	534 Students	570 Students	01/19/18
Walter Johnson Junior High School	7701 Ducharme Avenue	6th – 8th Grade	1,452 Students	1,400 Students	01/19/18
Palo Verde High School	333 South Pavilion Center Drive	9th - 12th Grade	2,941 Students	3,180 Students	01/19/18

FINDINGS (VAR-73380)

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 a residential development with a connectivity ratio of 1.0. An alternative design of the residential subdivision 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.

FINDINGS (GPA-72773)

Section 19.16.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The proposed density and intensity is compatible with the adjacent detached, single family residential neighborhoods.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The ML (Medium Low Density Residential) designation allows the proposed R-CL (Single Family Compact-Lot) zoning district, which is a continuation of this zoning district from the east and is compatible with the existing R-1 (Single Family Residential) zoning district to the south.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

There are adequate utilities to accommodate the density proposed. The existing site access is provided by two local streets designed to accommodate traffic for single family residential uses.

4. **The proposed amendment conforms to other applicable adopted plans and policies.**

   The proposed amendment complies with the Las Vegas 2020 Master Plan policy for infill development. Infill development should be compatible with the existing surroundings, and be similar in proportion, height and setbacks in order to create a visually organized development. In addition, infill development should be compatible with the existing street hierarchy. The proposed R-CL (Single Family Compact-Lot) zoning district is an appropriate infill development for the subject site.

FINDINGS (ZON-72774)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   If approved, the requested R-CL (Single Family Compact-Lot) zoning district would conform to the proposed ML (Medium Low Density Residential) 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 proposed R-CL (Single Family Compact-Lot) zoning district matches the existing single family residential neighborhood to the east, and the developer has proposed lot sizes along the southern perimeter that match the existing adjacent single family residences zoned R-1 (Single Family Residential) in order to provide a transition zone from the existing R-1 (Single Family Residential) zoning district to the proposed R-CL (Single Family Compact-Lot) zoning district.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   Development factors in the immediate area indicate the appropriateness of the proposed detached single family residential neighborhood that mirrors existing development to the south and east.

4. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.

Access to the subject sites is provided by two, existing local streets; Rockmoss Street (47 feet in width) and Composer Way (50 feet in width). Both roadways are adequate in size to meet the requirements of the proposed detached, single family residential neighborhood.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
06/12/18	The Planning Commission unanimously voted to recommend APPROVAL on the following requests: • General Plan Amendment (GPA-72773) FROM: L (LOW DENSITY RESIDENTIAL) TO: ML (MEDIUM LOW DENSITY RESIDENTIAL) • Rezoning (ZON-72774) FROM: U (UNDEVELOPED) [L (LOW DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-CL (SINGLE FAMILY COMPACT-LOT) • Variance (VAR-73380) TO ALLOW A 1.0 STREET CONNECTIVITY RATIO WHERE 1.3 IS REQUIRED • Tentative Map (TMP-72851) FOR A 112-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 15.00 acres approximately 612 feet north of the intersection of Westcliff Drive and Rockmoss Street (APNs 138-28-801-002 and 003), U (Undeveloped) Zone [PROPOSED: R-CL (Single Family Compact-Lot)], Ward 2 (Seroka) [PRJ-72760].

Related Building Permits/Business Licenses
There are no relevant, related building permits and/or business licenses associated with the subject site(s).

Pre-Application Meeting	
02/22/18	Staff conducted a pre-application meeting where the submittal requirements for General Plan Amendment, Rezoning and Tentative Map applications were discussed.

Neighborhood Meeting	
03/26/18	Date: 03/26/18 Start Time: 5:30 p.m. End Time: 6:30 p.m. Attendees: One representative for the applicant. One representative from the Ward 2 Council office. One representative from the Planning Department. Approximately 30 members of the public (neighbors). The meeting began with the applicant's representative providing an overview of the proposed General Plan amendment and rezoning applications. A site plan was also presented to provide a graphic illustration of what the applicant would like to develop if the applications are approved. The site plan demonstrated a townhome development consisting of two-story, two units per building (152 units), with attached garages and no amenities such as a pool or clubhouse. The neighbors in attendance expressed their distaste and opposition to the proposed General Plan amendment, rezoning, and site plan presented at the meeting. The following is a summary of their primary concerns: • The 5:30 p.m. start time was too early and some of the neighbors were unable to attend. • The neighbors will only agree to R-1 zoning. This will allow for the continuation of single family residences to be developed adjacent and connected to their existing neighborhood. • The only access to the subject site is through existing residential neighborhoods consisting of single family homes (Rockmoss Street and Composer Way). Constructing 152 units will significantly increase traffic to and from the proposed development through their existing single-family residential neighborhood, and since the shortest route is through Rockmoss Street, that road will see a significant change in traffic with the new residents only using this roadway to access their development. One neighbor suggested that any future development should be divided into two in order for half of the neighborhood to only have access through Composer Way and the other half to only have access through Rockmoss Street. The Fire Department would need to be consulted on a feasible fire safety plan in order to do so. • The amount of construction traffic traveling through the residential neighborhoods in order to construct the density proposed is unacceptable. The construction trucks will destroy the roads, block driveways and make the neighborhood unsafe for children. A question was raised as to whether or not there would be some way for construction traffic to access the site from Summerlin Parkway and not go through their neighborhood.

Neighborhood Meeting	
03/26/18	• The existing residential streets will need to be dug up in order to access utilities, which will also disrupt the neighbors lives and ability to access their homes. • The issue of caliche removal during construction was mentioned and how disruptive and destructive that process is to neighboring properties (broken windows, cracked foundations and walls, etc.). • The issue of fill dirt was mentioned and how much traffic from large construction vehicles carrying tons of fill dirt would back-up traffic on Rockmoss Street and Composer Way, blocking homeowners from accessing their homes and driveways. These large construction vehicles are not appropriate for an existing residential neighborhood and would make the neighborhood unsafe for their children. The meeting concluded at 6:30 p.m.

Field Check	
03/01/18	During a routine field check staff observed the undeveloped site. Staff noted the two access points to the subject site were through two separate, existing single family residential neighborhoods.

Details of Application Request	
Site Area	
Gross Acres	15.00

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	L (Low Density Residential)	U (Undeveloped)
North	Summerlin Parkway	Right-of-Way	Right-of-Way
South	Single Family, Detached	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
		L (Low Density Residential)	R-1 (Single Family Designation)

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
East	Single Family, Detached	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
West	Multi-Family (Condominium)	M (Medium Density Residential)	R-PD6 (Residential Planned Development – 6 Units per Acre)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
No Applicable Special Area or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	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 to the proposed R-CL (Single Family Compact-Lot) Zoning District:

Standard	***Required/Allowed***
Min. Lot Size	3,000 SF
Min. Lot Width	35 Feet*
Min. Setbacks • Front • Side • Corner • Rear	 14 Feet to House 18 Feet to Garage 10 Feet Combined** 10 Feet 10 Feet
Max. Lot Coverage	70 %
Max. Building Height	2 Stories, 35 Feet

**Notwithstanding the minimum lot width in this Table, lot widths shall be sufficient to provide the street frontage necessary for driveways to conform to the requirements of LVMC 13.16, 19.02.230 and any other driveway standards adopted by the City.*

***The side yard setbacks may be configured in any manner that conforms to the International Building Code and results in maintaining the total side yard setback width required on each lot. In no case, however, may lots be configured or improvements placed on lots in a manner that results in open space or yard setback area for one lot actually being located on a separately owned lot. The use of "use easements" to create such a result is specifically prohibited.*
***For corner lots, the minimum corner side yard setback is ten feet; therefore, the total combined side yard setback width must be fifteen feet.*
***All dwellings located less than ten feet from a side property line must maintain a separation of at least ten feet between principal structures (including garages) on adjacent lots.*

15.00 Acres:

Existing Zoning	***Permitted Density***	***Units Allowed***
U (Undeveloped)	20,000 SF Lot Size	32
Proposed Zoning	***Permitted Density***	***Units Allowed***
R-CL (Single Family Compact-Lot)	3,000 SF Lot Size	217
Existing General Plan	***Permitted Density***	***Units Allowed***
L (Low Density Residential)	5.49	82
Proposed General Plan	***Permitted Density***	***Units Allowed***
ML (Medium Low)	8.00	120

19.04.040 Connectivity			
Transportation Network Element		***# Links***	***# Nodes***
Internal Street		9	
Internal Intersection			9
	Required	***Provided***	
Connectivity Ratio (Links / Nodes):	**1.30**	**1.00**	

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

GPA-72773

Case Number: PRJ-72760 APN: 138-28-801-002+003

Name of Property Owner: D.R. Horton Inc

Name of Applicant: D.R. Horton, Inc

Name of Representative: Advantage Civil Engineering

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: Bradley P Burns

Subscribed and sworn before me

This 22 day of February, 2018

Barbara A Bross

Notary Public in and for said County and State

BARBARA A. BROSS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 3-24-2018
Certificate No: 98-2673-1

PRJ-72760
02/22/18

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: GPA

Project Address (Location) CIMMARON & SUMMERLIN PARKWAY – Buffalo

Project Name BLM 33 **Proposed Use** SFR

Assessor's Parcel #(s) 138-28-801-002 + 003 **Ward #**

General Plan: existing L proposed MLA **Zoning:** existing U proposed R-TH

Commercial Square Footage **Floor Area Ratio**

Gross Acres 15.6 **Lots/Units** 152 **Density** 10.26

Additional Information

PROPERTY OWNER D. R. HORTON, INC **Contact** MICHAEL CUDDY

Address 1081 WHITNEY RANCH DR. **Phone:** (702) 635-3600 **Fax:**

City HENDERSON **State** NV **Zip** 89017

E-mail Address MPCUDDY@DRHORTON.COM

APPLICANT DR HORTON **Contact** MICHAEL CUDDY

Address 1081 WHITNEY RANCH DR. **Phone:** (702) 635-3600 **Fax:**

City HENDERSON **State** NV **Zip** 89014

E-mail Address MPCUDDY@DRHORTON.COM

REPRESENTATIVE ADVANTAGE CIVIL DESIGN **Contact** COLLEEN MCCLONE

Address 2920 N. GREEN VALLEY PKWY #422 **Phone:** (702) 432-2234 **Fax:**

City HENDERSON **State** NV **Zip** 89014

E-mail Address COLLEEN@ADVANTAGECIVIL-NV.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* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Bradley F. Burns

Subscribed and sworn before me

This 22 day of February, 20 18.

Barbara A. Bross

Notary Public in and for said County and State

BARBARA A. BROSS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 3-24-2018
Certificate No: 98-2673-1

Revised 10/27/08

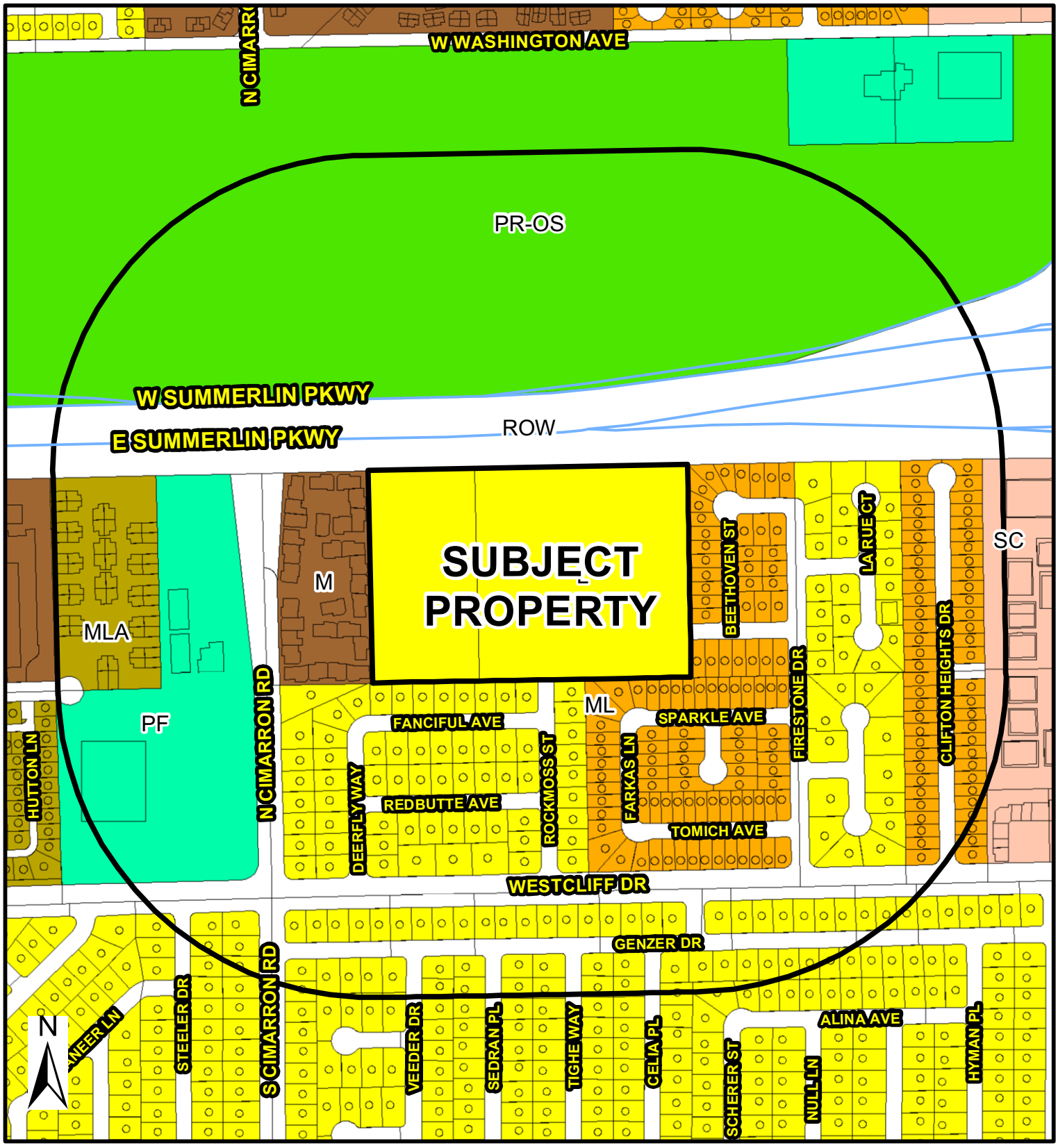
FOR DEPARTMENT USE ONLY

Case #	GPA-72773
Meeting Date:	
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-72760
02/22/18

GPA-72773



FROM L TO MLA

General Plan Amendment

- RNP - Rural Neighborhood Preservation
- RE - Rural Estates
- DR - Desert Rural
- R - Rural
- L - Low
- ML - Medium - Low
- MLA - Medium - Low Attached
- M - Medium
- H - High
- O - Office
- SC - Service Commercial
- GC - General Commercial
- GTC - Tourist Commercial
- LVMD - Las Vegas Medical District
- LI/R - Light Industrial / Research
- PCD - Planned Community Development
- PR-OS - Park/Recreation/ Open Space
- PF - Public Facility
- PF-CC Public Facility Clark County
- TC - Town Center
- RC - Resource Conservation
- C - Downtown - Commercial
- MXU - Downtown - Mixed Use
- TND - Tradional Neighborhood Development

- 1500' Buffer
- City Limits
- Not City
- Subject Property

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, March 01, 2018

SITE PLAN
FOR
BLM 33
BY DR HORTON
CITY OF LAS VEGAS

APN'S # 138-28-801-002 & -003
LOCATED IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4
SECTION 28 IN T. 20 S., R. 60 E., M.D.M.
CLARK COUNTY, NEVADA

LEGEND

EXISTING
LOT LINE
EASEMENT LINE
RIGHT-OF-WAY LINE
CENTERLINE
BOUNDARY LINE
PROPOSED WATER — 8" WATER —
PROPOSED SEWER — 8" SEWER —
EXISTING WATER
EXISTING SEWER
EXIST. CONTOURS — 1915 —

NOTES:

1. ALL IMPROVEMENTS SHALL COMPLY WITH CITY OF LAS VEGAS STANDARDS AND SPECIFICATIONS.

2. THERE IS NO KNOWN GROUNDWATER WITHIN 20 FEET OF THE EXISTING GROUND SURFACE OF THE PROJECT SITE.

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GRID NORTH AS DEFINED BY THE CENTRAL MERIDIAN OF THE NEVADA COORDINATE REFERENCE SYSTEM (NCRS), LAS VEGAS AND LAS VEGAS HIGH ELEVATION ZONES, NORTH AMERICAN DATUM OF 1983; SAID MERIDIAN BEING COINCIDENT WITH 114°58' WEST OF THE GREENWICH MERIDIAN.

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CENTRAL MERIDIAN: 114°58'00" W
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FALSE EASTING: 100,000 METERS
STANDARD PARALLEL SCALE: 1.0001
LINEAR UNIT: US SURVEY FOOT (SFT)

BENCHMARK

CITY OF LAS VEGAS VERTICAL CONTROL POINT "OLV00 28S4" BEING A RIVET & PLATE IN TOP OF CURB AT NW CORNER OF WESTCLIFF & CIMARRON.

ELEVATION: 2551.98 FEET
777.844 METERS

CITY OF LAS VEGAS VERTICAL CONTROL (DATE RE-OBSERVED 2005-2007)
BASED UPON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88)

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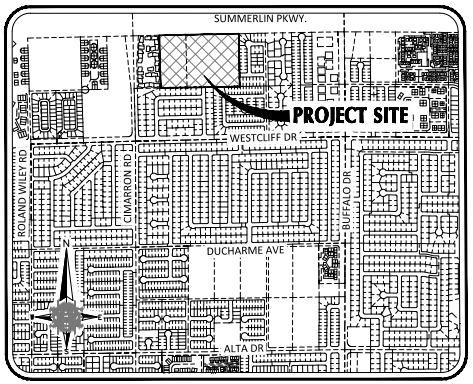
APN 138-28-801-002:
THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D. B. & M., CLARK COUNTY, NEVADA.

APN 138-28-801-003:
THE EAST HALF (E ½) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D. B. & M., CLARK COUNTY, NEVADA.



VICINITY MAP
N.T.S.

DEVELOPER/OWNER:
D.R. HORTON, INC
1081 WHITNEY RANCH
HENDERSON, NV 89014
CONTACT: MICHAEL P. CUDDY
PHONE: 702-635-3655

ENGINEER:
ADVANTAGE CIVIL DESIGN GROUP
2920 N. GREEN VALLEY PARKWAY
BUILDING #4, SUITE #422
HENDERSON, NEVADA 89014
PHONE: 702-432-2234
FAX: 702-436-2234

SITE DATA

EXISTING ZONING:	=	U
EXISTING LAND USE:	=	L-LOW DENSITY RESIDENTIAL
PROPOSED ZONING:	=	R-CL
PROPOSED LAND USE:	=	MDR-MEDIUM DENSITY RESIDENTIAL
GROSS ACREAGE:	=	15.6±
DENSITY - LOTS/USABLE GROSS ACRE:	=	7.05 U.P.A.
TOTAL RESIDENTIAL LOTS:	=	110
TOTAL COMMON LOTS:	=	5
CONNECTIVITY SCORE:	=	1.0

PROPERTY SETBACKS

FRONT GARAGE:	=	18.00'
FRONT LIVING:	=	14.00'
SIDE:	=	5.00'
SIDE CORNER:	=	10.00'
REAR:	=	10.00'

PARKING

TOTAL REQUIRED PARKING:	=	220 (2 PER UNIT)
TOTAL PROVIDED PARKING:	=	520
(4 PER UNIT (GARAGE+DRIVEWAY):	=	440)
(ON-STREET PARKING:	=	80)

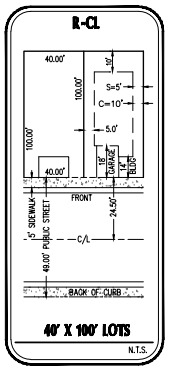
UTILITY SERVICES BY:

WATER	LAS VEGAS VALLEY WATER DISTRICT
SANITARY SEWER	CITY OF LAS VEGAS
ELECTRIC	NV ENERGY
GAS	SOUTHWEST GAS
TELEPHONE	CENTURYLINK
TRASH DISPOSAL	REPUBLIC SERVICES

ESTIMATED SEWER CONTRIBUTION:

110 UNITS * 250 GPD/UNIT = 27,500 GPD

27,500 GPD = 0.0275 MGD
0.0275 MGD * 3.3 (PEAK FACTOR)= 0.09075 MGD



40' X 100' LOTS
N.T.S.



TYPICAL PARKING

PRJ-72760
06/06/18

ADVANTAGE CIVIL DESIGN GROUP, LLP
2920 N. GREEN VALLEY PKWY.
BUILDING 4, SUITE 422
HENDERSON, NEVADA 89014
Ofc: 702.432.2234
Fax: 702.436.2234
Email: INFO@ADVANTAGECIVIL.COM
CIVIL ENGINEERING CONSULTING PLANNING

SITE PLAN
BLM 33
BY DR HORTON

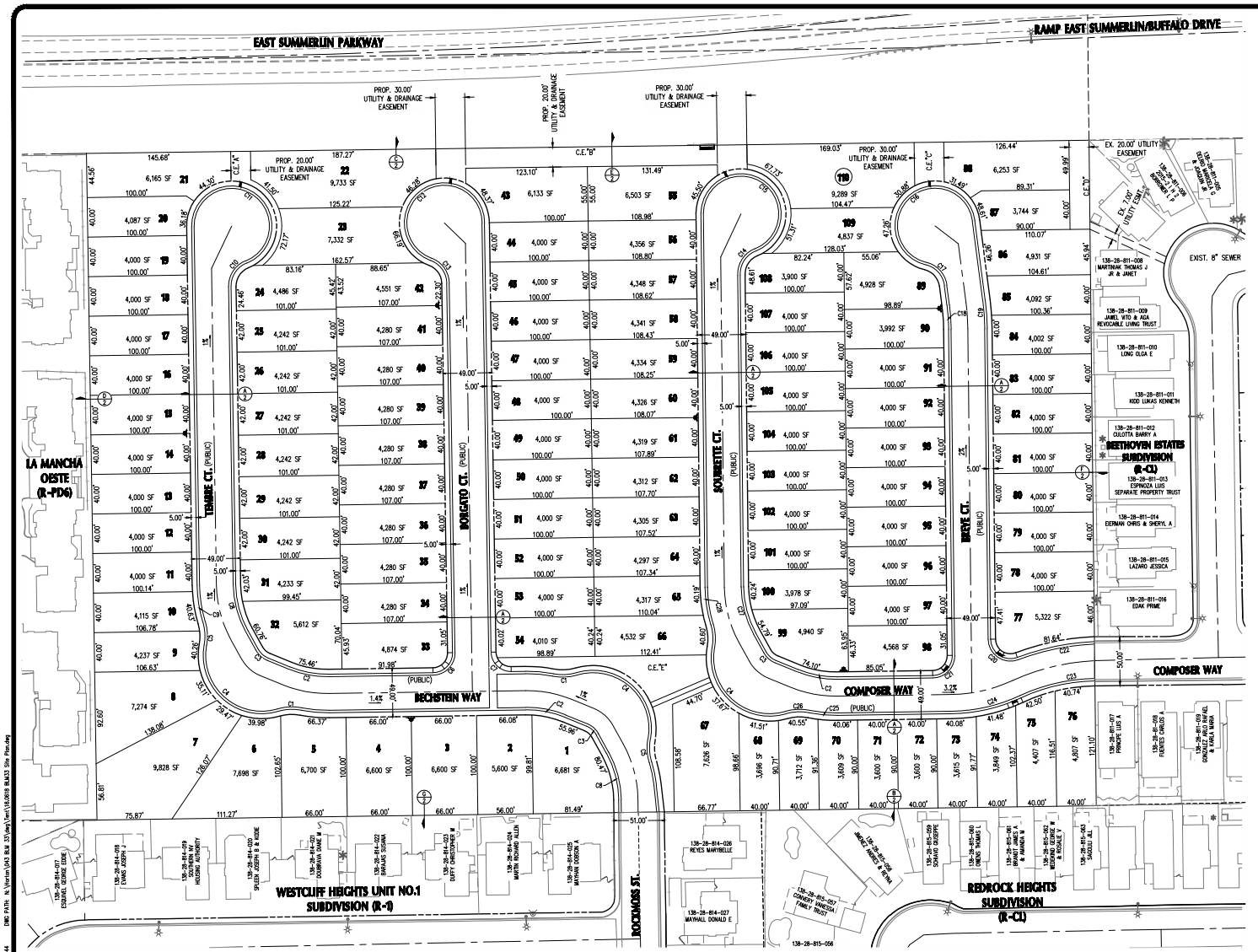
NO.	DATE	REVISIONS DESCRIPTION	BY

JOB NUMBER:
DRAWN BY:
DESIGNED BY:
CHECKED BY:
DATE: JUNE, 2018

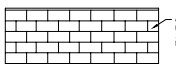
SP1 1/2

GPA-72773, ZON-72774, VAR-73380
TMP-72851 - REVISED

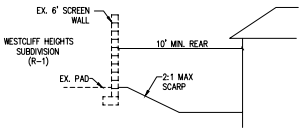
kalen PLOT DATE: 06-18-18 DWG Path: N:\Horton\LV\3 BLM 33\dwg\Tent\VLD018 BLM33 Site Plan.dwg PLOT TIME: 14:14:58



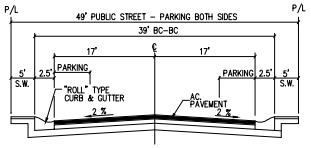
BACK OF CURB CURVE TABLE				
TAG	RADIUS	LENGTH	TANGENT	DELTA
C1	50.00	23.73	12.09	27°11'18"
C2	100.00	40.13	20.34	22°59'34"
C3	20.00	13.61	7.08	38°58'46"
C4	59.00	119.92	95.27	116°27'39"
C5	50.00	23.34	11.89	26°44'55"
C6	20.00	31.44	20.03	90°04'29"
C7	20.00	31.39	19.97	89°55'31"
C8	100.00	48.79	24.89	27°57'11"
C9	139.00	38.03	19.13	15°40'31"
C10	25.00	30.10	17.17	68°58'29"
C11	40.50	176.11	58.76	249°08'01"
C12	40.50	176.88	57.60	250°13'41"
C13	25.00	30.09	17.17	68°57'56"
C14	25.00	30.10	17.17	68°58'29"
C15	40.50	174.63	61.14	247°02'39"
C16	40.50	176.07	58.83	249°03'22"
C17	25.00	30.10	17.17	68°58'29"
C18	205.00	24.28	12.15	6°47'07"
C19	244.00	28.90	14.46	6°47'07"
C20	20.00	38.46	28.65	110°10'21"
C21	20.00	31.35	19.94	89°46'50"
C22	249.60	79.89	40.29	18°20'21"
C23	181.50	77.20	39.19	24°22'16"
C24	171.50	72.52	36.81	24°13'46"
C25	139.00	28.93	14.52	11°55'34"
C26	50.00	23.81	12.13	27°16'49"
C27	100.00	49.24	25.13	28°12'51"
C28	139.00	36.66	19.45	15°56'06"



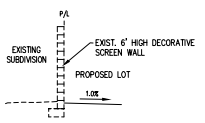
WALL ELEVATION
NOT TO SCALE



G SOUTH BOUNDARY
NOT TO SCALE



A 49' PUBLIC STREET
NOT TO SCALE



B SOUTH BOUNDARY
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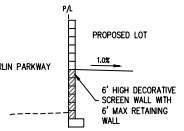

C NORTH BOUNDARY
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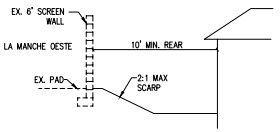

D WEST BOUNDARY
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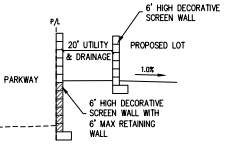

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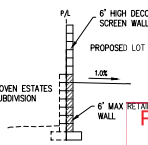

F EAST BOUNDARY
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PRJ-72760
06/19/18

ADVANTAGE CIVIL DESIGN GROUP, LLP
2950 N. GREEN VALLEY PKWY.
BLDG. 4, STE. 190
HENDERSON, NEVADA 89014
Ofc: 702.452.2254
Fax: 702.434.2254
Email: MAIL@ADVANTAGECIVIL.COM
PLANNING
CONSULTING
ENGINEERING

SITE PLAN
BLM 33
BY DR HORTON

NO.	DATE	REVISIONS DESCRIPTION	BY

JOB NUMBER:
DRAWN BY:
DESIGNED BY:
CHECKED BY:
DATE: JUNE, 2018

SP2 2 2

GPA-72773, ZON-72774, VAR-73380
TMP-72851 - REVISED

PLOT DATE: 06-19-18
PLOT TIME: 14:15:44
DWG Path: N:\Horton\LV\3 BLM 33\Civil\LVL0618 BLM33 Site Plan.dwg
kolden

TENTATIVE MAP
FOR
BLM 33
BY DR HORTON
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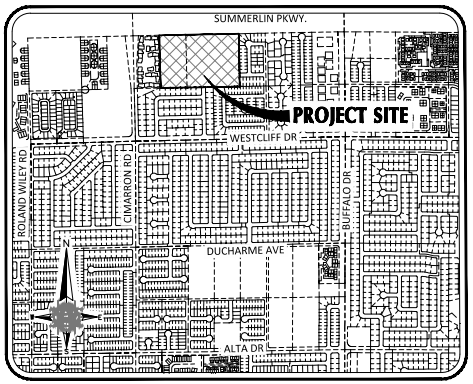

VICINITY MAP
N.T.S.

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HENDERSON, NV 89014
CONTACT: MICHAEL P. CUDDY
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PHONE: 702-432-2234
FAX: 702-436-2234

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EXISTING ZONING:	=	U
EXISTING LAND USE:	=	L-LOW DENSITY RESIDENTIAL
PROPOSED ZONING:	=	R-CL
PROPOSED LAND USE:	=	MDR-MEDIUM DENSITY RESIDENTIAL
GROSS ACREAGE:	=	15.6±
DENSITY - LOTS/USABLE GROSS ACRE:	=	7.05 U.P.A.
TOTAL RESIDENTIAL LOTS:	=	110
TOTAL COMMON LOTS:	=	5
CONNECTIVITY SCORE:	=	1.0

PROPERTY SETBACKS

FRONT GARAGE:	=	18.00'
FRONT LIVING:	=	14.00'
SIDE:	=	5.00'
SIDE CORNER:	=	10.00'
REAR:	=	10.00'

PARKING

TOTAL REQUIRED PARKING:	=	220 (2 PER UNIT)
TOTAL PROVIDED PARKING:	=	520
(4 PER UNIT (GARAGE+DRIVEWAY):	=	440)
(ON-STREET PARKING:	=	80)

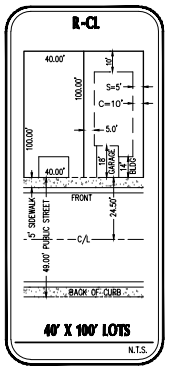
UTILITY SERVICES BY:

WATER	LAS VEGAS VALLEY WATER DISTRICT
SANITARY SEWER	CITY OF LAS VEGAS
ELECTRIC	NV ENERGY
GAS	SOUTHWEST GAS
TELEPHONE	CENTURYLINK
TRASH DISPOSAL	REPUBLIC SERVICES

ESTIMATED SEWER CONTRIBUTION:

110 UNITS * 250 GPD/UNIT = 27,500 GPD

27,500 GPD = 0.0275 MGD
0.0275 MGD * 3.3 (PEAK FACTOR)= 0.09075 MGD



40' X 100' LOTS
N.T.S.



TYPICAL PARKING

PRJ-72760
06/06/18

ADVANTAGE CIVIL DESIGN GROUP, LLP
2920 N. GREEN VALLEY PKWY.
BUILDING #4, SUITE #422
HENDERSON, NEVADA 89014
Ofc: 702.432.2234
Fax: 702.436.2234
Email: INFO@ADVANTAGECIVIL.COM
CIVIL ENGINEERING CONSULTING PLANNING

STATE OF NEVADA — JAMES R. MARTIN — No. 10005 — REGISTERED PROFESSIONAL ENGINEER — 12/31/19 — CIVIL

TENTATIVE MAP
BLM 33
BY DR HORTON

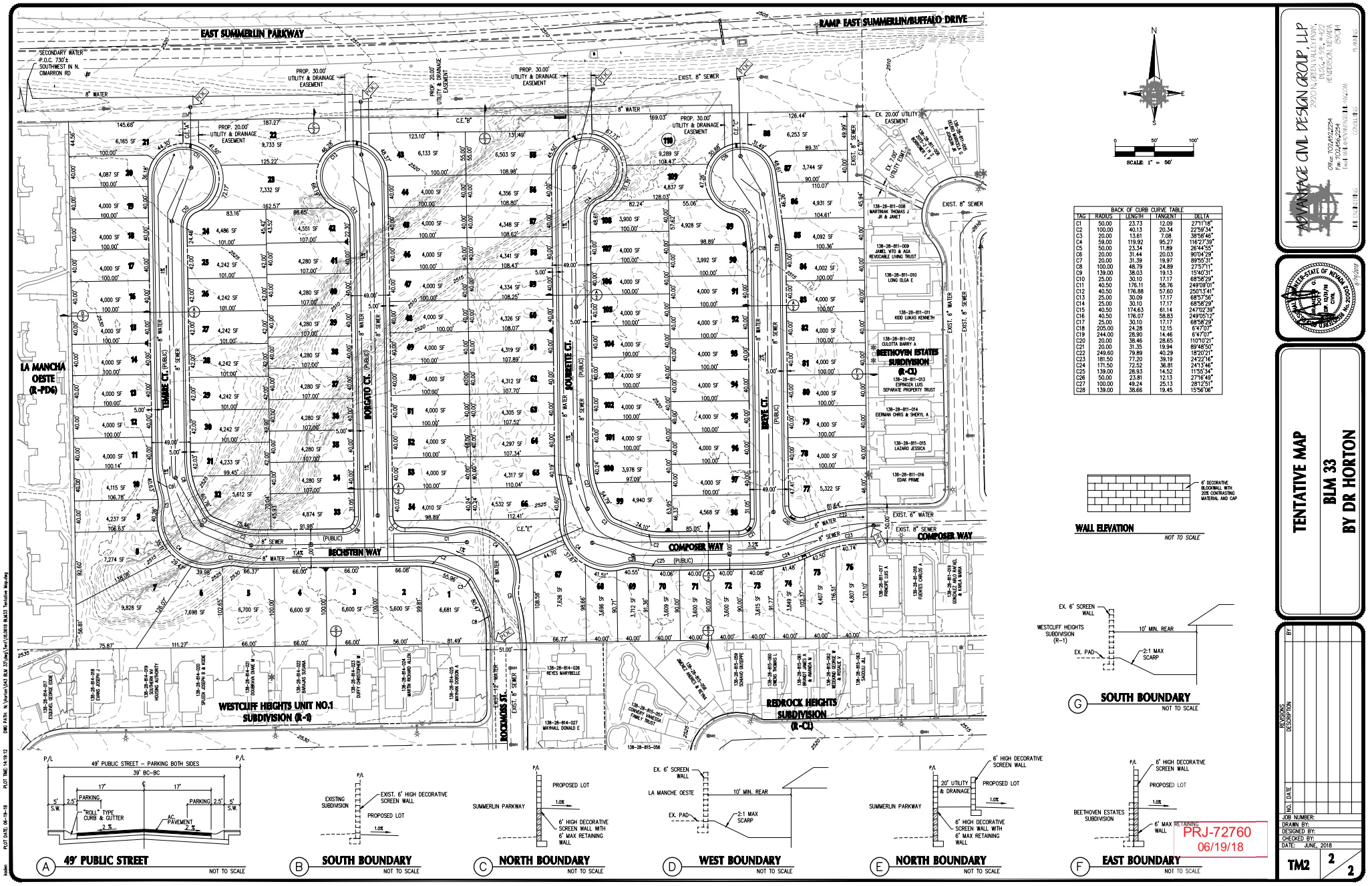
NO.	DATE	REVISIONS DESCRIPTION	BY

JOB NUMBER:
DRAWN BY:
DESIGNED BY:
CHECKED BY:
DATE: JUNE, 2018

TM1 1/2

GPA-72773, ZON-72774, VAR-73380
TMP-72851 - REVISED

kaden PLOT DATE: 06-18-18 DWG Path: N:\Horton\LVLS BLM 33\dwg\Tent\LVLS018 BLM33 Tentative Map.dwg PLOT TIME: 14:18:08



BACK OF CURB CURVE TABLE				
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C1	50.00	23.73	12.09	27°11'18"
C2	100.00	40.13	20.34	22°59'34"
C3	20.00	13.61	7.08	38°58'46"
C4	59.00	119.92	95.27	116°27'39"
C5	50.00	23.34	11.89	26°44'55"
C6	20.00	31.44	20.03	90°04'29"
C7	20.00	31.39	19.97	89°55'31"
C8	100.00	48.79	24.89	27°57'11"
C9	139.00	38.03	19.13	15°40'31"
C10	25.00	30.10	17.17	68°58'29"
C11	40.50	176.11	58.76	249°08'01"
C12	40.50	176.88	57.60	250°13'41"
C13	25.00	30.09	17.17	68°57'56"
C14	25.00	30.10	17.17	68°58'29"
C15	40.50	174.63	61.14	247°02'39"
C16	40.50	176.07	58.83	249°12'22"
C17	25.00	30.10	17.17	68°58'29"
C18	205.00	24.28	12.15	6°47'07"
C19	244.00	28.90	14.46	6°47'07"
C20	20.00	38.46	28.65	110°10'21"
C21	20.00	31.35	19.94	89°46'50"
C22	249.60	79.89	40.29	18°20'21"
C23	181.50	77.20	39.19	24°22'16"
C24	171.50	72.52	36.81	24°13'46"
C25	139.00	28.93	14.52	11°55'34"
C26	50.00	23.81	12.13	27°16'49"
C27	100.00	49.24	25.13	28°12'51"
C28	139.00	36.66	19.45	15°56'06"

A 49' PUBLIC STREET NOT TO SCALE

B SOUTH BOUNDARY NOT TO SCALE

C NORTH BOUNDARY NOT TO SCALE

D WEST BOUNDARY NOT TO SCALE

E NORTH BOUNDARY NOT TO SCALE

F EAST BOUNDARY NOT TO SCALE

G SOUTH BOUNDARY NOT TO SCALE

WALL ELEVATION NOT TO SCALE

ADVANTAGE CIVIL DESIGN GROUP, LLP
2950 N. GREEN VALLEY PKWY.
BLDG. 4, STE. 190
HENDERSON, NEVADA 89052
Office 702.452.2254
Fax 702.434.2254
Email MAIL@ADVANTAGECIVIL.COM
CIVIL ENGINEERING CONSULTING PLANNING

TENTATIVE MAP
BLM 33
BY DR HORTON

NO.	DATE	REVISIONS DESCRIPTION	BY

JOB NUMBER:
DRAWN BY:
DESIGNED BY:
CHECKED BY:
DATE: JUNE, 2018

TM2 2 2

PRJ-72760
06/19/18

GPA-72773, ZON-72774, VAR-73380
TMP-72851 - REVISED

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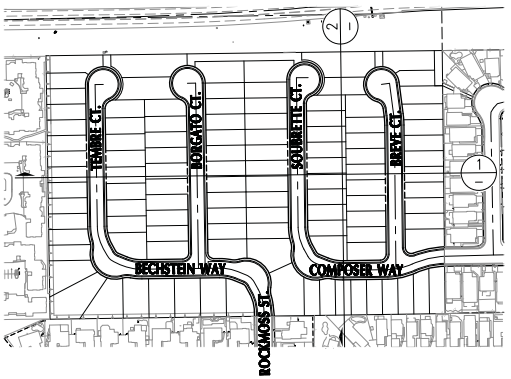
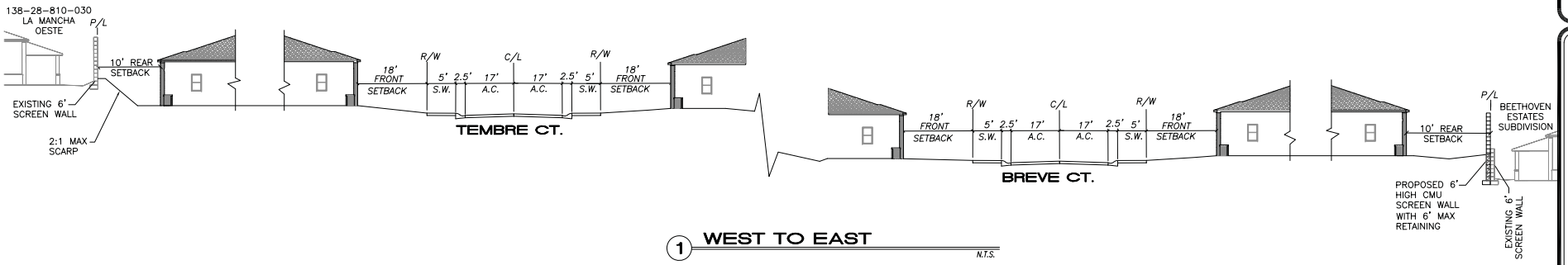
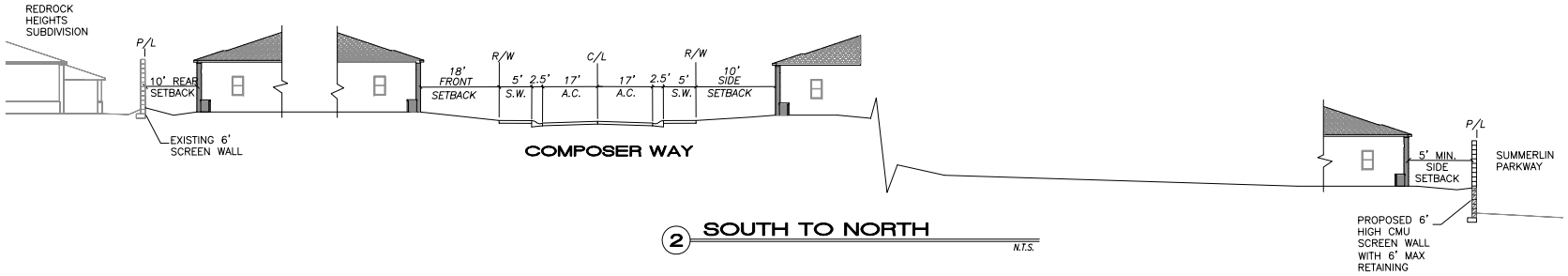




1 WEST TO EAST

N.T.S.



2 SOUTH TO NORTH

N.T.S.

PRJ-72760
05/15/18

ADVANTAGE CIVIL DESIGN GROUP, LLP
2920 N. GREEN VALLEY, BLDG. #4, STE. #422
HENDERSON, NEVADA
89014
Office: 702.492.2254
Fax: 702.496.2254
Email: AVAILABLE@ADVANTAGECIVIL-NV.COM
CIVIL ENGINEERING
CONSULTING
PLANNING

CROSS SECTIONS

BLM 33
BY DR HORTON

REVISIONS

NO.	DATE	DESCRIPTION	BY

JOB NUMBER:
DRAWN BY:
DESIGNED BY:
CHECKED BY:
DATE: MAY, 2018

CS 1/1

kaden PLOT DATE: 05-14-18 PLOT TIME: 13:07:05 DWG PATH: N:\Horton\043 BLM 33\dwg\Tent\18.0514 BLM33 Cross Sections.dwg

GPA-72773, ZON-72774, VAR-73380 and TMP-72851 - REVISED



GPA-72773 [PRJ-72760] - GENERAL PLAN AMENDMENT RELATED TO ZON-72774, VAR-73380 AND TMP-72851 - APPLICANT: DR HORTON - OWNER: UNITED STATES OF AMERICA
NORTH OF THE INTERSECTION OF WESTCLIFF DRIVE AND ROCKMOSS STREET

03/01/18



GPA-72773 [PRJ-72760] - GENERAL PLAN AMENDMENT RELATED TO ZON-72774, VAR-73380 AND TMP-72851 - APPLICANT: DR HORTON - OWNER: UNITED STATES OF AMERICA
NORTH OF THE INTERSECTION OF WESTCLIFF DRIVE AND ROCKMOSS STREET

03/01/18



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NORTH OF THE INTERSECTION OF WESTCLIFF DRIVE AND ROCKMOSS STREET

03/01/18



GPA-72773 [PRJ-72760] - GENERAL PLAN AMENDMENT RELATED TO ZON-72774, VAR-73380 AND TMP-72851 - APPLICANT: DR HORTON - OWNER: UNITED STATES OF AMERICA
NORTH OF THE INTERSECTION OF WESTCLIFF DRIVE AND ROCKMOSS STREET

03/01/18

ADVANTAGE CIVIL DESIGN GROUP
2920 N. Green Valley Pkwy, Bldg #4, Suite 422, Henderson, Nevada 89014 mail@advantagecivil-nv.com

March 20, 2018

Ms. Nicole Eddowes
City of Las Vegas
Department of Planning
333 S. Rancho Road
Las Vegas, NV 89106

RE: Tentative Map and Waiver Justification Letter for BLM 33
PRJ-72760

Ms. Eddowes,

On behalf of D.R. Horton we are pleased to submit this application for a Tentative Map and Waiver for the subject project. D.R. Horton proposes to construct 144 Single Family Residential units along with associated landscaping. Concurrently with this TM the applicant has submitted a General Plan Amendment (GPA) and Zone Change (ZON) to allow for the development of Medium Low Attached Density Residential development.

Site Description

The site is approximately 15.6 gross acres, and is generally located 660 feet north of the intersection of Westcliff Drive and Rockmoss Street, and is comprised of the following Assessor's Parcel Numbers:
APNs: 138-28-801-002 &138-28-801-003.

The land is an "infill" property, with existing development nearby. The property immediately west of the site is the existing La Mancha Oeste Condos (R-PD6) project. Summerlin Parkway is the northern boundary of the site. East of the site, is an existing residential development zoned R-CL. South of the site is the existing residential development, zoned R-1. The northern boundary of the site across Summerlin Parkway is the Charlie Kellogg and Joe Zaher Sports Complex, zoned C-V.

Tentative Map

The proposed project is a single family residential development with an attached portion of a building at the garage only and not the remaining portions of the residence, along with decorative open space and landscaping per City of Las Vegas requirements. The development will have internal private stub streets will be 25-ft from back-of-curb to back-of-curb that will serve as access to 6 or less homes. The private stub streets are less than 150' deep and therefore will not be designated as a fire department accessible route. As proposed, density is 9.23 units/acre for this 15.6 gross acre site.

Water and sewer services are existing in adjacent roadways and will be utilized for the project. Flood control protection will be installed per the future technical drainage study requirements. Public services such as schools, police and fire protection, transportation, recreation facilities, and parks are also near the proposed site. Zoning for the site is proposed to be revised as part of the application process per PRJ-72760.

PRJ-72760
03/21/18

The development also proposes substantially more open space than is required by Code. This project is providing 91,618 s.f open space which will include greenscape and pedestrian walkways throughout the site to benefit residents. A detailed landscape plan

GPA-72773, ZON-72774 AND TMP-72851 - REVISED

will be submitted separate from these applications (landscaping per Title 19.06.040 with supplemental requirements from TCDS D.4).

Primary ingress/egress to the site is via an existing 51-ft public street off of Westcliff Drive. Secondary access is provided to Composer Way at the east end of the development. On-Street surface parking is available throughout the site to ensure equal coverage to all residents. A Traffic Impact Analysis will be completed as part of the development process to ensure Levels of Service meet minimum requirements. The proposed project will follow the characteristics of the land and will tie into the adjacent developments as seamlessly as possible.

Waiver of Development Standards

The proposed development application includes a request for a waiver of development standards to facilitate development as follows:

- Reduce the front setback for Lot 16 to (6.8) feet where a minimum setback of 10 feet is required.
- Reduce the front setback for Lot 17 to (8.0) feet where a minimum setback of 10 feet is required.
- Reduce the front setback for Lot 18 to (9.7) feet where a minimum setback of 10 feet is required.
- Reduce the side corner setback for Lot 18. As is typical with side corner lots, the front property line radius encroaches into front yard setback whereby limiting the fit of typical product. A front setback reduction on the previously mentioned lot is being requested to also include alternative setbacks to eight (8.31) feet where normally ten (10) feet is required.

Conclusion

This project will be compatible with existing and proposed uses in the area and will meet requirements of the City of Las Vegas Title 19. There are sufficient public safety, transportation, flood control, and utility facilities available to serve the subject property and maintain sufficient levels of service to existing developments in the area. In addition, the landscaping with this development will provide in excess of that as required by code. As such, we respectfully request your approval of the Project.

If there are any additional questions regarding this application, please do not hesitate to call our office at 702-432-2234. Thank you for your time and consideration.

Sincerely,
Advantage Civil Design Group, LLP



Brandon G. Doty, P.E.
Project Manager

PRJ-72760
03/21/18

GPA-72773, ZON-72774 AND TMP-72851 - REVISED

Real Property Management
1180 Military Tribute Place
Henderson, Nv. 89074

School Development Tracking Form

http://ccsd.net/departments/real-property

Date Filed 03/06/2018 **Application Number** GPA-72773 & ZON-72774 **Entity** LV

Company Name DR Horton

Contact Name

Contact Mailing Address

City **State** **Zip Code**

Phone **Mobile** **Fax** **Email**

Project Name BLM 33

Project Description 152 single family lots

APN's 138-28-801-002 & 003

Student Yield		Elementary School		Middle School		High School	
Single-Family Units (1)	152	x 0.196 =	30	x 0.101 =	16	x 0.137 =	21
Multi-Family Units (2)		x 0.140 =	0	x 0.058 =	0	x 0.064 =	0
Resort Condo Units (3)							
Total			30		16		21

(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**
Walter Jacobson ES	8400 Boseck Dr	K-5	534	570	0/19/18
Walter Johnson ES	7701 Ducharme Ave	6-8	1,452	1,400	01/19/18
Palo Verde HS	333 S. Pavilion Center Dr	9-12	2,941	3,180	01/19/18

*** CCSD Comments** Jacobson ES and Palo Verde HS are over capacity for the 2017-18 school year. Jacobson ES is 106.74% and Palo Verde is 108.31% of program capacity.

☐ Approved ☐ Disapproved

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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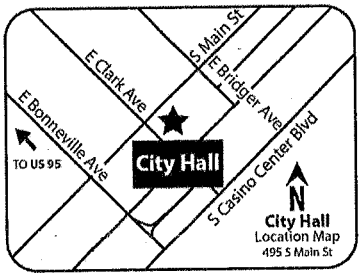

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request
☑ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-72773 & ZON-72774
City Council Meeting of 7/18/2018

Case: GPA-72773, ZON-72774
13828412016
3-CAN CLINTON
WOLFOVA MARIE
238 STAR CLUSTER CIR
LAS VEGAS NV 89145

139 FROGMP1 89145

KAEMPFER CROWELL
ATTORNEYS AT LAW

LAS VEGAS OFFICE
ELISABETH E. DELK
edelk@kcnvlaw.com
702.792.7000

LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

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2018 JUL 10 A 8:51

July 10, 2018

Via Facsimile:
(702) 382-4803

Ms. LuAnn D. Holmes, City Clerk
City of Las Vegas
333 No. Rancho Drive
Las Vegas, Nevada 89101

Re: Revised - Request for Hold
DR Horton - BLM 33 Cimarron/Westcliff
Application Nos.: GPA-72773; ZON-72774, VAR-73380 and TMP-72851

Dear Mr. Lowenstein:

Please be advised this office represents the Applicant in the above-referenced matter. We respectfully request that this application be held for 2 weeks from the presently scheduled Las Vegas City Council hearing of **July 18, 2018** until the **August 1, 2018** Las Vegas City Council hearing. The additional time is needed to continue working with Councilman Seroka and the neighbors.

Thank you for your consideration and please call if you have any questions.

Very truly yours,

KAEMPFER CROWELL



Elisabeth E. Delk

cc: Peter Lowenstein (*via email: plowenstein@lasvegasnevada.gov*)
Nicole Eddowes (*via email: neddowes@lasvegasnevada.gov*)
Jordan Sandecki (*via email: jsandecki@lasvegasnevada.gov*)

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Las Vegas, Nevada 89101

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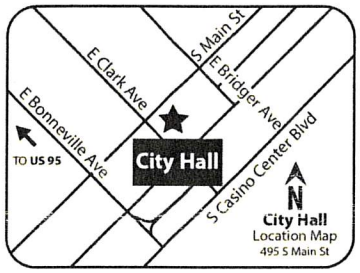

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☐ I SUPPORT this Request ☒ I OPPOSE this Request Greatly!

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GPA-72773 & ZON-72774
City Council Meeting of 7/18/2018

13828816004 Case: GPA-72773, ZON-72774
417-CALL PARLEY PRATT JR & SANDR
101 WORTHEN CIR
LAS VEGAS NV 89145-4017

133 FRDGNP1 89145

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Las Vegas, Nevada 89101

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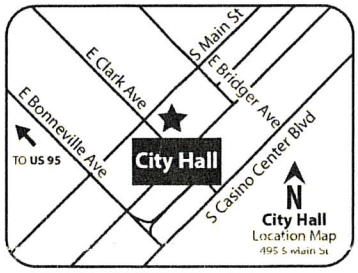

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-72773 & ZON-72774
City Council Meeting of 7/18/2018

13828816006 Case: GPA-72773, ZON-72774
386-CAMP GENE J & VIRGINIA C
109 WORTHEN CIR
LAS VEGAS NV 89145-4017

Submitted after final agenda
121 & 122

133 FRDGNP1 89145

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Las Vegas, Nevada 89101

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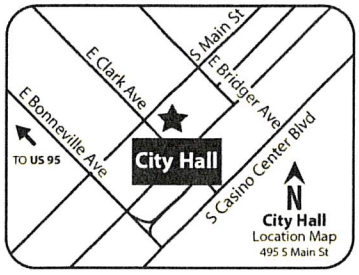

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☐ I SUPPORT this Request ■ I OPPOSE this Request

Please use available blank space on card for your comments.
GPA-72773 & ZON-72774
City Council Meeting of 7/18/2018

Case: GPA-72773, ZON-72774
13828814020
292-SPLEEN JOSEPH B & KODIE
7920 FANCIFUL AVE
LAS VEGAS NV 89145-4009

133 FRDGNP1 89145

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Office Of The City Clerk
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Las Vegas, Nevada 89101

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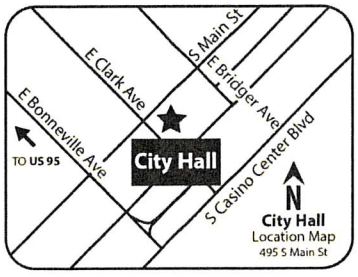

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-72773 & ZON-72774
City Council Meeting of 7/18/2018

Case: GPA-72773, ZON-72774
13828812013
264-KIST BRIAN P
401 FIRESTONE DR
LAS VEGAS NV 89145

Submitted after final agenda
121 + 122

133 FRDGNP1 89145

City of Las Vegas
Office Of The City Clerk
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Las Vegas, Nevada 89101

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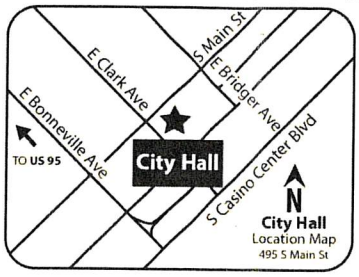

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-72773 & ZON-72774
City Council Meeting of 7/18/2018

13828412039 Case: GPA-72773, ZON-72774
1-KERR JACK E LIVING TRUST
KERR JACK E TRS
131 BEYERLEIN ST
FRANKENMUTH MI 48734-1501

18 FRDGNP1 48734

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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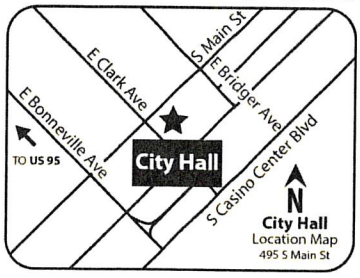

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-72773 & ZON-72774
City Council Meeting of 7/18/2018

13828811016 Case: GPA-72773, ZON-72774
212-EDAK PRIME
1737 WILSON AVE
ARCADIA CA 91006

Submitted after final agenda
121-122

98 FRDGNP1 91006

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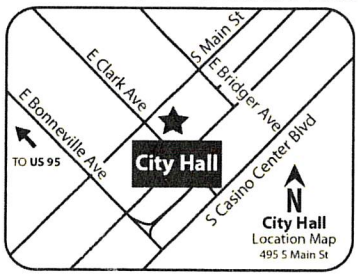

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Please use available blank space on card for your comments.

GPA-72773 & ZON-72774
City Council Meeting of 7/18/2018

Case: GPA-72773, ZON-72774
13828812007
394-LIM JAIME
HJELLUM-LIM RENN
300 LA RUE CT
LAS VEGAS NV 89145

133 FRDGNP1 89145

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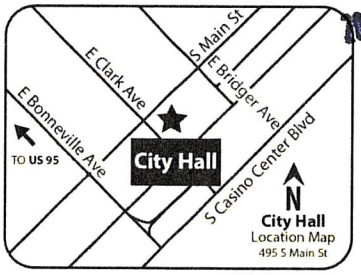

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-72773 & ZON-72774
City Council Meeting of 7/18/2018

Case: GPA-72773, ZON-72774
13828814048
319-PETSCHL EDWARD J JR & ARLENE
4431 BERTRAM LN
LAS VEGAS NV 89147-6143

139 FRDGNP1 89147

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Las Vegas, Nevada 89101

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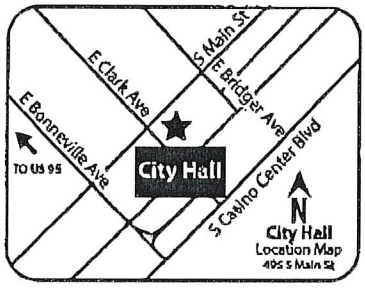

Please Dont Approve
TO MUCH TRAFFIC WITH ALL
NEW APARTMENT COMPLEXES
ALREADY.

THANK YOU

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-72773 & ZON-72774
City Council Meeting of 7/18/2018

Case: GPA-72773, ZON-72774
13828818006
377-TRONCOSO FERNANDO
DETRONCOSO MARITZA MONTOYA
405 LA RUE CT
LAS VEGAS NV 89145-4171

13 FRONT 89145

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Office Of The City Clerk
495 South Main Street, 2nd Floor
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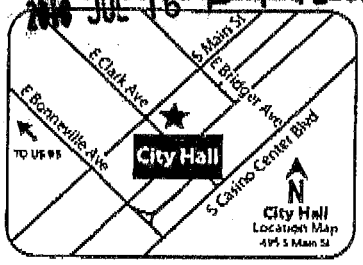

Way too much traffic on side streets if density is increased. Even at current density, this landlocked development is going to greatly increase traffic through the existing neighborhood roads of Rock Moss, Firestone and especially Composer Way

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-72773 & ZON-72774
City Council Meeting of 7/18/2018

13828815060 Case: GPA-72773, ZON-72774
140-OWENS THOMAS L
7820 SPARKLE AVE
LAS VEGAS NV 89145-4014

These streets were not designed as thoroughfares for as many vehicles as this will add to

133 FRDGNP1 89145

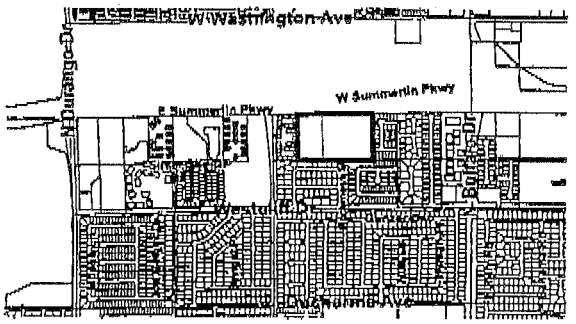
702 382 4803

Application Information

GPA-72773 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: UNITED STATES OF AMERICA - For possible action on a request for a General Plan Amendment FROM: L (LOW DENSITY RESIDENTIAL) TO: ML (MEDIUM LOW DENSITY RESIDENTIAL) on 15.00 acres 612 feet north of the intersection of Westcliff Drive and Rockmoss Street (APNs 138-28-801-002 and 003), Ward 2 (Seroka) [PRJ-72760]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

ZON-72774 - REZONING RELATED TO GPA-72773 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: UNITED STATES OF AMERICA - For possible action on a request for a Rezoning FROM: U (UNDEVELOPED) [L (LOW DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-CL (SINGLE FAMILY COMPACT-LOT) on 15.00 acres 612 feet north of the intersection of Westcliff Drive and Rockmoss Street (APNs 138-28-801-002 and 003), Ward 2 (Seroka) [PRJ-72760]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	July 18, 2018
Time:	1:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor 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, please call (702) 229-6311 (TTY 7-1-1). **Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.**

Submitted after final agenda

121-122

Jul. 16. 2018 10:09AM REI Store #130 No. 0438 P. 1

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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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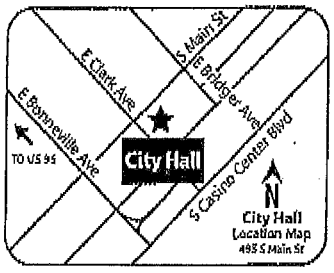

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-72773 & ZON-72774
City Council Meeting of 7/18/2018

13828814021 Case: GPA-72773, ZON-72774
256-DOUBRAVA DIANE M
NEESE KERRY
7916 FANCIFUL AVE
LAS VEGAS NV 89145

Submitted after final agenda

121-122

133 FRDGNP1 89145

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Las Vegas, Nevada 89101

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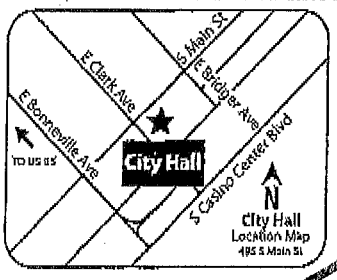

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-73380 & TMP-72851
City Council Meeting of 7/18/2018

13828814021 Case: VAR-73380, TMP-72851
256-DOUBRAVA DIANE M
NEESE KERRY
7916 FANCIFUL AVE
LAS VEGAS NV 89145

133 FRDGNP1 89145

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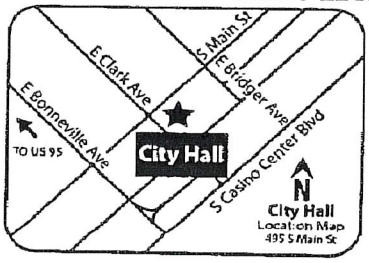

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-72773 & ZON-72774
City Council Meeting of 7/18/2018

13828412020 Case: GPA-72773, ZON-72774
7-STAR CLUSTER 246 L L C
8728 CARLITAS JOY CT
LAS VEGAS NV 89117

Submitted after final agenda

121 - 122

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

TO THE CITY OF LAS VEGAS PLANNING COMMISSION, JUNE 12, 2018

My name is Abe Mayhan, 7900 Fanciful Ave. and I am here to speak on behalf of many residents of the adjacent neighborhoods. I would like to acknowledge some of those residents who are here tonight. (Please stand).

I also have petitions with 90 signatures of many of those who could not be here tonight. I would like to present these petitions to the commissioners for their consideration.

I want to commend the developer and its legal representatives for their early cooperation with the residents of the neighborhood.

Early on, they conducted meetings with the residents, and listened to our concerns. They addressed a few of our concerns, but NOT ALL. However, at the May neighborhood meeting just before the May Planning Commission meeting, when the Planning commission appearance was put in abeyance for a month, we requested that the properties on the south and west boundaries be single story homes on R1 size lots. The representative of the developer said that this suggestion was possible and he would look into doing this.

We were promised communication well before the June 12 meeting. That did not happen. I called and emailed their representative several times during the week prior to this meeting. No response was received until I called the planning commission to ask if there was any news. I was told that the developer had assured the planning department that the developer had addressed ALL of the concerns of the neighbors. Somewhere, there was a breakdown in the communication lines. The timing almost makes it seems deliberate. If that is true, it offends me. The communication that we did receive, less than 24 hours before this meeting, had no substantial changes from those plans we saw at the meeting a month ago.

We (the neighbors) have asked for some minor changes to the plan to make the project more compatible with existing communities. A couple of these have been addressed; others have been ignored.

Submitted at Planning Commission

Date 6/12/18 Item 26-29
By Abe Mayhan

The request to divide the access to make the traffic use 2 different access points to soften the effect of additional traffic on each access road seems to be in place.

Also the possibility of temporary construction access via Cimmaron Rd and the Summerlin parkway right of way has been discussed. There is some conflict with a proposed pedestrian walkway over Summerlin Parkway. I suggest that we explore the possibility of requesting a delay in the pedestrian bridge just long enough to allow the construction traffic for this project to use this access.

There is also the matter of the unusual shaped of lot #1, that will make the house on that lot be moved to the back of the lot, making the rear separation with the existing property very small. I believe that the adjacent road could be moved a few feet east to allow for making Lot #1 a little more normal shape. The lots on the east side of the street would not be damaged by this move.

Our original position was that we wanted the property to remain low density, suitable for R1 homes only. We, the neighbors, ask that the properties on the south and west boundaries be single story homes on R1 size lots to be more compatible with the existing communities. In exchange for these larger single story properties, we would consider the R-CL lots on the rest of the property might be acceptable

Without these changes, we are opposed to GPA-72773 and ZON-72774 and the entire project.

ABE MAYHAN
7900 FANCIFUL AVE.
LAS VEGAS, NV 89145

We, the people of Westcliff Heights and adjoining neighborhoods, are opposed to DR Horton's proposed project on the 15 acres north of Westcliff Dr. and Rockmoss St. including GPA-72773 and ZON-72774 for reasons including, but not limited to: the higher density is inappropriate for the adjoining properties, higher traffic, and the negative effect the current access for construction will impose upon the residents.

	Name	Address	Phone
1.	Ed Petschl	104 Rockmoss	702-752-0127
2.	Victoria Principe	7805 Composer Way	702-496-9385
DUP 3.	Luis Principe	7805 Composer Way	702-496-9385
4.	[illegible] James	7712 Sparkle Ave	702.586.8427
5.	R Enrique Castro	7716 Sparkle ave	509-952-7755
6.	DOMINIK FREY	129 Kathy Ct	702 481 2303
7.	Nancy Farris	125 Kathy Ct	702-363-6235
8.	Jennifer Perry	121 Kathy Ct.	702-870-2934
9.	Will URQUIA	117 Kathy CT	702) 742-5006
10.	Melinda Henderson	113 Kathy	505-829-3241
11.	JASON PRODIGALIDAD	108 Rockmoss St.	(702) 788-2199
DUP 12.	Alicia Selicco	108 Rockmoss St.	401-338-8845
DUP 13.	Linda Proffitt	7900 FANCIFUL AVE	702-682-2222
DUP 14.	[illegible]	7900 FANCIFUL AVE	702-592-7222
15.	[illegible]	128 DEERFLY WAY	702-273-5733
16.	Judith Bowen	101 Deerfly Way	702-304-1082
DUP 17.	Reginald L. Bowen	101 Deerfly Way	702-304-1082
18.	Celeste Thibault	7916 Redbutte	702-204-9022
19.	[illegible]	7909 Redbutte	702-562-0552
DUP 20.	[illegible]	7909 Redbutte Ave	702-562-0552

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	Name	Address	Phone
1.	David Bilik	7916 Westcliff Dr.	702-400-4640
2.	Michele Carpenter	104 Rockmoss	612-388-6393
3.	LaRue Wray	120 Worthen Cir	702-682-7405
4.	Steve + Margaret Terry	113 Worthen Cir	702-363-7660
5.	Dick Worthen	125 Worthen Cir	702-363-7610
6.	DAVID LYMAN	305 FIRESTONE DR.	702-363-1368
7.	Mike Rankin	304 Firestone Dr	708 588 1052
8.	Santiago Quezada	313 Beethoven St.	630-4660
9.	MIKE BARLOS	300 BEETHOVEN ST.	702-572-8555
10.	Luis Principe	7505 composer way	702 513 1626
DUP 11.	Victoria Principe	7605 composer way	
12.	Arlo Gonzalez	7717 Composer Way	702-325-1308
13.	Lukas Kidd	400 Beethoven St	702-306-5895
14.	THOMAS MARTINIAK	412 BEETHOVEN ST	702-203-7676
15.	SYLVESTER WARTHER	308 FIRESTONE	702 363-5764
16.	Sam Ross	7700 Composer Way	702.416.6577
17.	Deborah Malahowski	100 Rockmoss St	725-251-6066
18.	JULIO E. GONZALEZ	7905 Rockhead	702-542-5015
19.	Chad Zimmerman	WESTCLIFF	775 848-4600
20.	Pamela Rusch	105 N. Cimarron Rd.	702-254-8252

We, the people of Westcliff Heights and adjoining neighborhoods, are opposed to DR Horton's proposed project on the 15 acres north of Westcliff Dr. and Rockmoss St. including GPA-72773 and ZON-72774 for reasons including, but not limited to: the higher density is inappropriate for the adjoining properties, higher traffic, and the negative effect the current access for construction will impose upon the residents.

	Name	Address	Phone
1.	GERALD MAY	105 DEERFLY WAY	702-275-4200
2.	Marcia & Family	7928 Fanciful Ave	702-379-8569
3.	Kitty Reese	7916 Fanciful Ave	702-242-0423
4.	Tyler Hall	7913 Fancifyl Ave	702 834 0334
5.	DAVID A. O'DONNELL	7913 RED BUTTE	702 496 1176
DUP 6.	Carol P. Bunch	" "	702-501 8817
7.	ERIC GRINELL	7916 REDBUTTE AVE	702-366-6811
8.	Perry Hitchew	7921 Redbutte Ave.	702-461-1292
9.	George S De Santiago	7928 Red Butte	702-8583951
10.	Carly Magaro	125 RockMoss st	702-232-8563
11.	Bill & Jane Swan	127 N Cimarron Rd.	702-830-1973
12.	Rochelle & Cliff Brink	215 N Cimarron Rd	702-363-3013
13.	Marybelle Pender	205 Rockmoss St.	702-772-9845
14.	Linda Dutton	225 N. Cimarron RD	951-201-1331
15.	Charles Dutton	203 N. Cimarron RD	951-204-5480
16.	DOROTHY PARKER	7905 FANCIFUL AVE	702-759-2628
17.	Vito Jawel	408 Beethoven st.	702-207-1939
18.	Patricia Powell	7921 Fanciful Ave	702-256-6820
DUP 19.	LARRY P. POWELL, SR	7921 Fanciful Ave	702-256-6820
20.	Christina Valencia	7924 Redbutte AVE	7024981492

(20)

We, the people of Westcliff Heights and adjoining neighborhoods, are opposed to DR Horton's proposed project on the 15 acres north of Westcliff Dr. and Rockmoss St. including GPA-72773 and ZON-72774 for reasons including, but not limited to: the higher density is inappropriate for the adjoining properties, higher traffic, and the negative effect the current access for construction will impose upon the residents.

	Name	Address	Phone
1.	Jesse Moles	121 Rockmoss st	808 205 7744
DUP 2.	Elizabeth Yabes	121 Rockmoss St	808-205-2747
3.	Angel Coronado	7917 Fanciful Ave	702 706 9994
4.	Gary Radmall	304 Larue Court	702-595-5518
5.	EDDIE ROMANCIK	309 BEETHOVEN ST	702 242 4156
6.	Richard Wonther	117 Wonther Cir	702-277-3235
7.	David Layman	305 Firestone Dr.	702-375-6771
8.	Chris Duffy	7908 Fanciful Ave	702 606 3093
9.	Jeff Wolfanger	7901 Fanciful Ave	702-572-5573
DUP 10.	Alexis Wolfanger	7901 Fanciful Ave.	702-810-2054
11.	Susana Barrejas	7912 Fanciful	702-373-9073
12.	~~Anita~~ Coronado	7917 Fanciful	702-810-1925
13.	Ryan Dayanan	7920 Redbutte Ave	702-556-9599
14.	Andrew Newell	109 Deerfly Way	702-910-8147
15.	Michael R. Hull	7708 Composer Way	702-885-5344
DUP 16.	Kelly Hull	7708 Composer Way	702-338-0700
17.	Paul Lang	317 Beethoven ST	702 255 6374
DUP 18.	Christine Quarry	310 Beethoven St	702-524-3155
19.	Michelle Doesey-Wonst	404 Beethoven St.	347-824-9275
20.			

19

We, the people of Westcliff Heights and adjoining neighborhoods, are opposed to DR Horton's proposed project on the 15 acres north of Westcliff Dr. and Rockmoss St. including GPA-72773 and ZON-72774 for reasons including, but not limited to: the higher density is inappropriate for the adjoining properties, higher traffic, and the negative effect the current access for construction will impose upon the residents.

	Name	Address	Phone
DUP 1.	Ed Pekstad	104 Rockmoss	702-752-0127
2.	Kevork	7704 W. Cliff	702 332-1167
3.	Ann Flynn	112 Kathy Ct.	702-336-6576
4.	[illegible]	7912 Redbutte	602-761-8041
DUP 5.	[illegible]	7912 Redbutte	702-716-7619
6.	C Ramos	113 Rockmoss ST	702-412-1345
7.	Paul Ellefritz	105 Rockmoss ST	702-426-4873
8.	Jesse & Betty Rivera	108 Deerfly way	702-869-5481
9.	Carolyn Dirardi	116 Deerfway	702-678-5193
10.	George Esquivel	7932 Fancifal Ave LVNV 89145	702 7312122
11.	Victoria Mitte	7924 Fancifal ave	702-970-9970
12.	Alan Brown	7912 Fancifal Ave.	702. 373-9073
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Nora Lares

From: noreply@formstack.com
Sent: Saturday, June 09, 2018 2:15 PM
To: Planning Comments
Subject: Planning Application Comments Form

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JUN 12 2018
Dept of Planning
City of Las Vegas

Formstack Submission For: Planning Application Comments Form_2018
Submitted at 06/09/18 2:14 PM

Planning Application Number:	PRJ-72760
Position:	I Oppose
Name:	Christopher Duffy
Residential or Business Address:	7908 Fanciful Ave. Las Vegas, NV 89145
Phone:	(702) 606-3093
Email:	dufbeer@hotmail.com
Comments:	R-1 only please.

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Formstack, 8604 Allisonville Road, Suite 300, Indianapolis, IN 46250

Submitted after final agenda
Date 6/12/18 Item 26-29 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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Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **4/10/2018**

Case: GPA-72773

13828814063
PARKER DOROTHY R
7905 FANCIFUL AVE
LAS VEGAS NV 89145-4010

133 BRDFNP1 89145

39-40P

FAX TO: 702 464-7499
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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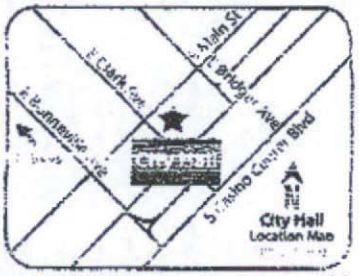

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☒ I OPPOSE this Request

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GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **4/10/2018**

Case: GPA-72773
13828814048
PETSCHL EDWARD J JR & ARLENE P
4431 BERTRAM LN
LAS VEGAS NV 89147-6143

139 8RDFN01 89147

39-40P

Date Submitted	Project #	Name	Address	Phone	Email	Position	Comments
3/31/2018 16:45	GPA-72773	Eric Grinell	7916 Redbutte Ave Las Vegas, NV 89145 US	(702) 366-6811	grinellent@cox.net	I Oppose	I do not support the request to change the amendment from low density residential to MLA residences. This would cause a heavy traffic flow through the one or two available streets that would lead to the new building. And this lack of entrance and exit to the building site would cause a danger to my neighborhood. Another concern includes the actual preparation of the site (moving to and from the site with large, and heavy equipment and the staging of said equipment in a quiet neighborhood)
3/30/2018 14:50	GPA-72773 AND ZON-72774 [PRJ-72760]	Richard Pfister	112 Deer Fly Way Las Vegas, NV 89145 US	(702) 363-7538		I Oppose	Opposed - GPA-72773 &ZON-72774

39P
39-40P

Date Submitted	Project Number	Name	Address	Phone	Email	Position	Comments
4/3/2018 18:29	**Gpa-72773**	Santiago Quezada (1)	313 Beethoven St Las Vegas , NV 89145 US	(702) 275-6842	quezada.hc@gmail.com	I Oppose	
4/6/2018 10:41	**GPA-72773**	Vito Jawel (2)	408 beethoven st las vegas, NV 89145 US	(702) 207-1939	agamadej2001@yahoo.com	I Oppose	We oppose to do any construction in the space provided in the note. We do not agree any apartments or condos to be build. Homes only. It will be unbearable dust, mess, noise and lack of safety.
4/6/2018 15:59	**GPA-72773**	Vito Jawel	408 beethoven st las vegas, NV 89145 US	(702) 207-1939	agamadej2001@yahoo.com	I Oppose	We oppose to do any construction in the space provided in the note. We do not agree any apartments or condos to be build. Homes only. It will be unbearable dust, mess, noise and lack of safety.
4/7/2018 10:11	**gpa-72773**	Lora Stipsky (3)	105 Clifton Heights Drive Las Vegas, NV 89145 US	(702) 271-1354	frshandyman@cox.net	I Oppose	
4/8/2018 11:29	**GPA-72773**	Michele Carpenter (4)	104 Rockmoss St. Las Vegas, NV 89145 US	(612) 388-6393	mcsmiley1965@gmail.com	I Oppose	Rockmoss St. is only one of two access roads into this new proposed development and the only straight access road which likely makes it the road that will be used most often. Because I live on Rockmoss St., I do not want to see the density changed to medium low attached density residential. This would greatly increase the traffic in front of my house compared to low density residential, as it is currently zoned for.
4/8/2018 15:09	**GPA-72773**	Rafael & Anita Coronado (5)	7917 Fanciful Avenue Las Vegas, NV 89145 US	(702) 406-9994	a916coronado@gmail.com	I Oppose	
4/10/2018 6:33	**GPA-72773**	Sherryl Gaines (6)	100 Clifton Heights Drive Las Vegas, NV 89145 US			I Oppose	

Submitted after final agenda

Date 4/3/18 Item 39

39P (x6)

4/9/2018 12:09	**GPA-72773and ZON-72774 (PRJ-72760**	LaRue Wray	120 Worthen Cir. Las Vegas, NV 89145 US	(702) 682-7405	laruewray@gmail.com	I Oppose	I feel that the proposed Zoning change allows for too high of a density. Most of the surrounding homes are zoned at R-1 or R-CL. I would love to see homes in that area zoned for R-1 While some of the homes in the neighborhood are zoned R-CL the zoning code that I read (listed below) states that R-CL it is not favored. I hope that you will seriously consider zoning the property R-1 for the betterment of our neighborhood. The access roads into the property are small and the increase in traffic will cause a problem for our neighborhood. The R-1 zone will also ensure that there is plenty of parking and not cause an increase of parking on the street. Thank You for your consideration LaRue Wray Chapter 19.02 Las Vegas Zoning Code 5. R-CL Single-Family Compact-Lot District. The purpose of the R-CL District has been to provide for single-family units and other customary residential uses on a smaller lot size. The density associated with the R-CL District historically has been deemed to be consistent with the policies of the Medium-Low Density Residential category of the General Plan. However, many of the types of development permitted within

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Date 4/5/18 Item 39-40 39-40P
– 4/10/18

4/10/2018 10:40	**GPA-72773**	Thomas Owens	7820 Sparkle Ave Las Vegas, NV 89145 US	(702) 243-9936	owens22@cox.net	I Oppose	I oppose this planned change in residential zoning density. Going from 6 homes/acre to 10/acre is too large of an increase. The proposed 150 units to be built on this 15 acre plot would most likely be more than the amount of homes in the surrounding neighborhoods adjacent to this small parcel of land, doubling traffic and needed city services. With only 2 ingress/egress points for this development, it would at least double the amount of vehicular traffic that is already on those heavily used residential streets. The proposed density increase is simply too much for this literally landlocked parcel of land since it will use existing streets for access.
4/5/2018 17:26	**GPA-72773 and ZON-72774 [PRJ-72760]**	Carly magaro	125 rockmoss st Las Vegas, NV 89145 US	(702) 232-8563	Caremag@hotmail.com	I Oppose	My fiance and I Henry baker oppose these current plans for condos in our neighborhood
4/5/2018 7:45	**GPA-72773 ZON-72774**	JOANNE CORAZO	128 DEERFLY WAY, LAS VEGAS, NV 89145 US		jo2lvtvg@gmail.com	I Oppose	Access for new residents is not in the design for these streets. Streets are not made for heavy construction machinery that will have to drag dirt and debris through the neighborhood. Condos are just adding to the likelihood of problems in the neighborhood.
4/5/2018 9:57	**GPA-72773, ZON-72774**	Nancy Farris	125 Kathy Ct Las Vegas, NV 89145-4025 US	(702) 363-6235	nancyfarrislv@yahoo.com	I Oppose	too much traffic will happen

39 P (x1)
39-40 P
(x3)

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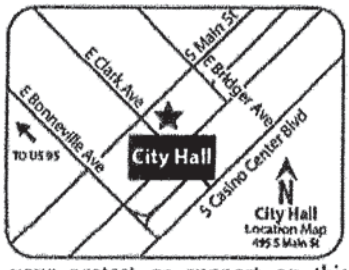

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GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **4/10/2018**

133 BRDFNP1 89145

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Case: GPA-72773
13828810014
BRINK CLIFFORD R & ROCHELLE P
215 N CIMARRON RD
LAS VEGAS NV 89145-3917

Submitted after final agenda 39-40P

Date 4/3/18 Item 39-40

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Planning Commission Meeting of **4/10/2018**

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Case: GPA-72773
13828814020
SPLEEN JOSEPH B & KODIE
7920 FANCIFUL AVE
LAS VEGAS NV 89145-4009

133 BRDFMP1 89145

39-4DP

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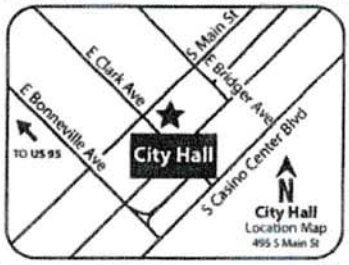

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133 BRDFNP1 89145

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Case: GPA-72773
13833114030
CORSAUT DANNY & DONNA
108 S CIMARRON RD
LAS VEGAS NV 89145-4702

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Date 4/4/18 Item 39-40

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GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **4/10/2018**

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Case: GPA-72773
13828814023
DUFFY CHRISTOPHER M
7908 FANCIFUL AVE
LAS VEGAS NV 89145-4009

133 BRDFMP1 89145

Submitted after final agenda 39-40P
Date 4/5/18 Item 39-40

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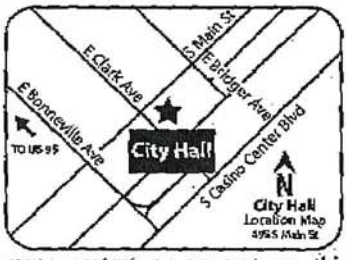

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GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **4/10/2018**

Case: GPA-72773

13828814021
DOUBRAVA DIANE M
NEESE KERRY
7916 FANCIFUL AVE
LAS VEGAS NV 89145

39-40P

04-08-18;07:14 ;From:Poker Room To:9702647499 ;7026938605 # 1/ 1

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GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **4/10/2018**

Case: GPA-72773
13828814024
MARTIN RICHARD ALLEN
7904 FANCIFUL AVE
LAS VEGAS NV 89145-4009

133 BRDFNP1 89145

Submitted after final agenda 39-40P

Date 4/9/18 Item 39-40

Apr. 05 2018 04:00PM P1
FAX NO. : 3633266
FROM : SCHWARTZ

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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WE STRONGLY OPPOSE THE REZONING AND OPPOSE THE PLAN AS PRESENTED AT THE PREVIOUS MEETING. THE TRAFFIC WOULD BE TOO GREAT WITH THE SUGGESTED CONSTRUCTION AND WOULD BE DESTRUCTIVE TO THE NEIGHBORHOOD.
JEAN E JENKINS
JEANNE M JENKINS

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GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **4/10/2018**

Case: GPA-72773
13828810020
JENKINS GEORGE E REV LIV TR
JENKINS GEORGE EDWARD TRS
227 N CIMARRON RD
LAS VEGAS NV 89145-3917

193 BRDFNP1 89145

39-40P

FROM : SCHWARTZ

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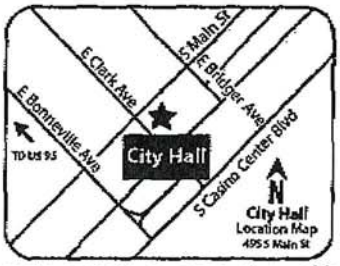

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☒ I OPPOSE this Request

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GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **4/10/2018**

Neighborhood streets cannot accomodate the increased traffic for construction or the resulting increase in traffic from the proposed zoning change.

Case: GPA-72773

13828810029
SCHWARTZ MARK & LYNDELL
245 N CIMARRON RD
LAS VEGAS NV 89145-3918

193 BRDFNP1 89145

FAX NO. : 3633266

Apr. 05 2018 03:14PM P1

39-40P

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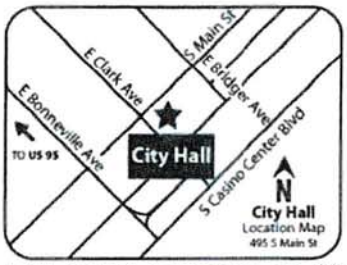

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GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **4/10/2018**

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Case: GPA-72773
13828814041
NEWELL ANDREW J
109 DEERFLY WAY
LAS VEGAS NV 89145-4003

133 BRDFNP1 89145

39-40P

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GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **4/10/2018**

Case: GPA-72773
13828814011
RIVERA JESUS A & BETTY L
108 DEERFLY WAY
LAS VEGAS NV 89145-4001

133 BRDFNP1 89145

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Case: GPA-72773
13828412039
KERR JACK E LIVING TRUST
KERR JACK E TRS
131 BEYERLEIN ST
FRANKENMUTH MI 48734-1501

16 BRDFNP1 48734

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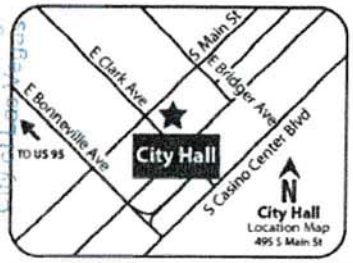

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GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **4/10/2018**

WOULD GREATLY INCREASE TRAFFIC THROUGH NEIGHBORHOOD, PERHAPS BY WELL OVER 100 VEHICLES PER DAY WITHOUT EVEN COUNTING DELIVERY AND SERVICE VEHICLES. DANGEROUS FOR NEIGHBORHOOD KIDS. WOULD INCREASE POTENTIAL CRIME IN AREA. AND WITH ONLY TWO ENTRY/EXIT POINTS, MAJORITY OF TRAFFIC WILL GO DOWN ROCKMOSS SINCE THAT IS THE MOST DIRECT ROUTE FROM WESTCLIFF

Case: GPA-72773

13828814040
MAY GERALD L
105 DEERFLY WAY
LAS VEGAS NV 89145-4003

ONCE THEY SEE LAYOUT, THEY WILL ALSO CUT THROUGH NEIGHBORHOOD AT DEERFLY WAY

THERE HAS BEEN A NUMBER OF TIMES PEOPLE HAVE RUN UP ON THE SIDEWALK BRDFNP1 89145
TAKING TURN TOO FAST OFF OF WESTCLIFF. WE DONT NEED ANY MORE OF THAT

39-40P

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LAS VEGAS
NV 890
31 MAR '18
PM 4 L

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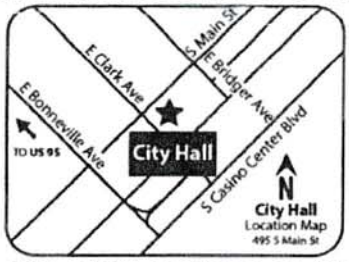

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If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **4/10/2018**

Case: GPA-72773
13828814051
BOQUECOSA BONIFACIO
7908 REDBUTTE AVE
LAS VEGAS NV 89145

133 BRDFNP1 89145

39-40P

Nora Lares

From: noreply@formstack.com
Sent: Monday, April 30, 2018 11:55 AM
To: Planning Comments
Subject: Planning Application Comments Form

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Formstack Submission For: Planning Application Comments Form_2018
Submitted at 04/30/18 11:54 AM

Planning Application Number:	GPA-72773
Position:	I Oppose
Name:	Eric Grinell
Residential or Business Address:	7916 Redbutte Ave Las Vegas, NV 89145
Phone:	(702) 366-6811
Email:	grinellent@cox.net
Comments:	I am concerned about the additional homes proposed as the small quiet street adjacent to mine is the only proposed access...both the construction traffic and additional traffic once the homes are completed would be horrendous to this quiet area. I'm addition, the street is narrow and residential, even the moving in and out of construction equipment would cause tremendous hardship on the surrounding homes.

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36P

Nora Lares

From: noreply@formstack.com
Sent: Monday, April 30, 2018 10:38 AM
To: Planning Comments
Subject: Planning Application Comments Form

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City of Las Vegas

Formstack Submission For: Planning Application Comments Form_2018
Submitted at 04/30/18 10:38 AM

Planning Application Number:	GPA-72773
Position:	I Oppose
Name:	Jennifer Perry
Residential or Business Address:	121 Kathy Ct. Las Vegas, NV 89145
Phone:	(818) 441-1193
Email:	jjperry615@hotmail.com
Comments:	I am the homeowner/resident of 121 Kathy Court, nearby this proposed construction and my family and I oppose this application because it will add to the traffic in our neighborhood, including construction traffic, since the traffic - both construction and for the units upon completion - will have to be routed through my neighborhood. We have small children and a disabled person in the home and do not need any more traffic and noise in the area. Also, this proposed construction will devalue our homes, which I do not support, obviously, not to mention increase the likelihood of crime in the area.

36P

Nora Lares

From: noreply@formstack.com
Sent: Sunday, April 29, 2018 5:10 PM
To: Planning Comments
Subject: Planning Application Comments Form

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City of Las Vegas

Formstack Submission For: Planning Application Comments Form_2018
Submitted at 04/29/18 5:10 PM

Planning Application Number:	GPA-72773
Position:	I Oppose
Name:	Niki Ellefritz
Residential or Business Address:	105 Rockmoss St Las Vegas, NV 89145

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Las Vegas, Nevada 89106

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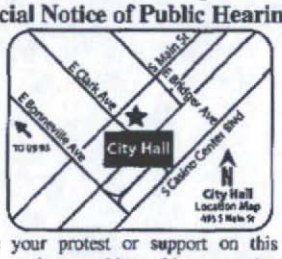

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☐ I SUPPORT this Request

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GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

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City of Las Vegas

Case: GPA-72773, ZON-72774
138284120 29
DRURY JILLIAN E
262 STAR CLUSTER CIR
LAS VEGAS NV 89145

133 BRDFNP1 89145

36-37P

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GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

Case: GPA-72773, ZON-72774
13833511037
WORTHEN ROBERT G FAMILY TRUST
WORTHEN ROBERT G & JANET E J TRS
112 WORTHEN CIR
LAS VEGAS NV 89145-4017

139 BRDFNP1 89145

36-37P

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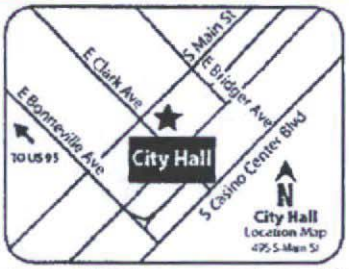

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GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

Case: GPA-72773, ZON-72774
13828817006
WORTHEN ROBERT FAMILY TRUST
112 WORTHEN CIR
LAS VEGAS NV 89145-4017

133 BRDFWP1 89145

36-37P

Apr 29 18, 08:27a

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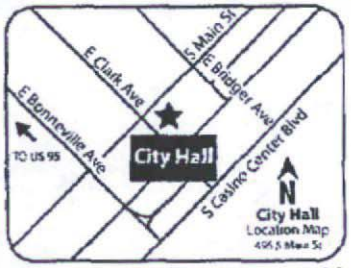

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

Case: GPA-72773, ZON-72774
13828820006
WORTHEN ROBERT G FAMILY TRUST
WORTHEN ROBERT G TRS
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GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **4/10/2018**

WE LIVE IN THIS NEIGHBORHOOD + HAVE CONCERNS ABOUT AMOUNT OF INCREASED TRAFFIC AS WELL AS ADDITIONAL POPULATION @ OUR DAUGHTER'S SCHOOL WHERE THESE KIDS WOULD BE ZONED FOR. HOUSES ARE DUE THINGS BUT MULTI-FAMILY ZONING IS NOT APPROPRIATE FOR THIS AREA. THANK YOU.

Case: GPA-72773

13828814055
PALLAN CHRISTINA
VALENCIA GABRIEL
7924 REDBUTTE AVE
LAS VEGAS NV 89145-4007

133 BRDFNP1 89145

Apr. 13. 2018 12:36PM

y of Las Vegas
partment of Planning
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Vegas, Nevada 89106

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Abel O. Ramos
7929 Fanciful Ave
L.V. NV 89145

[redacted]
LAS VEGAS NV 89145-4009

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rou would like to contact your Council Representative, please call (702) -6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

ase use available blank space on card for your comments.
'A-72773 AND ZON-72774 [PRJ-72760]
nning Commission Meeting of **4/10/2018**

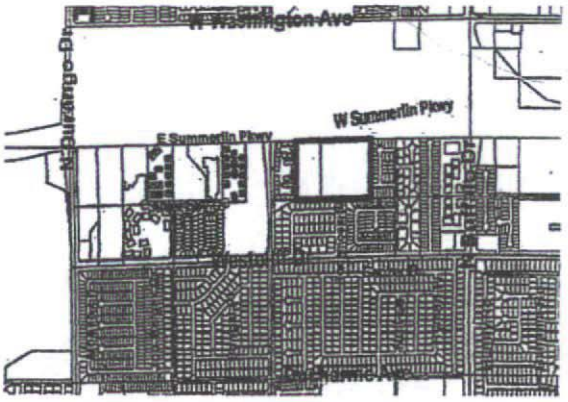
133 BRDFNP1 89145

Application Information

PA-72773 - **GENERAL PLAN AMENDMENT - PUBLIC EARING - APPLICANT: DR HORTON - OWNER: UNITED TATES OF AMERICA** - For possible action on a request for a eneral Plan Amendment FROM: L (LOW DENSITY ESIDENTIAL) TO: MLA (MEDIUM LOW ATTACHED ENSITY RESIDENTIAL) on 15.00 acres 612 feet north of the ıtersection of Westcliff Drive and Rockmoss Street (APNs 138-28-)1-002 and 003), Ward 2 (Seroka) [PRJ-72760].

ON-72774 - **REZONING RELATED TO GPA-72773 - PUBLIC EARING - APPLICANT: DR HORTON - OWNER: UNITED TATES OF AMERICA** - For possible action on a request for a ezoning FROM: U (UNDEVELOPED) [L (LOW DENSITY ESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-TH SINGLE FAMILY ATTACHED) on 15.00 acres 612 feet north of e intersection of Westcliff Drive and Rockmoss Street (APNs 138-3-801-002 and 003), Ward 2 (Seroka) [PRJ-72760].

Application Location



The proposed project may not pertain to the entire highlighte project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***April 10, 2018***
Time:	6:00 P.M.
Location:	City Council Chambers *495 South Main Street, 2nd Floor* Las Vegas, Nevada 89101

y and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, fil tten objection thereto or approval thereof with the Department of Planning, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General P. endments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 2)1 (TTY 7-1-1) or go to http://www5.lasvegasnevada.gov/sirepub/meet.aspx

36-37P

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2) 464-7499 or submit your comments online at
s://cityoflasvegas.formstack.com/forms/plan_app_comments_2018
you would like to contact your Council Representative, please call (702)
-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

ase use available blank space on card for your comments.
A-72773 AND ZON-72774 [PRJ-72760]
nning Commission Meeting of **4/10/2018**

LARRY + Patricia
POWELL
7921 Fanciful Ave
[redacted]
LAS VEGAS NV 89145-4009

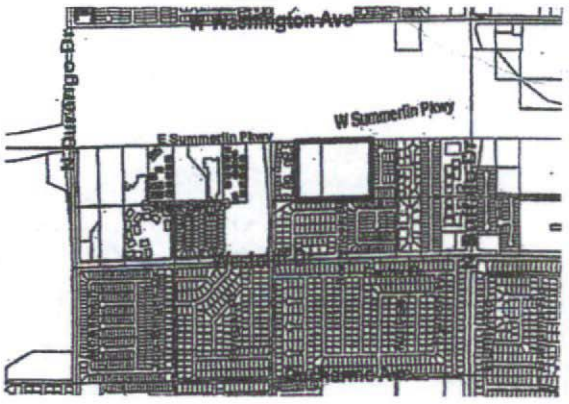
133 BRDFNP1 89145

Application Information

PA-72773 - GENERAL PLAN AMENDMENT - PUBLIC EARING - APPLICANT: DR HORTON - OWNER: UNITED TATES OF AMERICA - For possible action on a request for a eneral Plan Amendment FROM: L (LOW DENSITY ESIDENTIAL) TO: MLA (MEDIUM LOW ATTACHED ENSITY RESIDENTIAL) on 15.00 acres 612 feet north of the ntersection of Westcliff Drive and Rockmoss Street (APNs 138-28-01-002 and 003), Ward 2 (Seroka) [PRJ-72760].

ON-72774 - REZONING RELATED TO GPA-72773 - PUBLIC EARING - APPLICANT: DR HORTON - OWNER: UNITED TATES OF AMERICA - For possible action on a request for a ezoning FROM: U (UNDEVELOPED) [L (LOW DENSITY ESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-TH INGLE FAMILY ATTACHED) on 15.00 acres 612 feet north of e intersection of Westcliff Drive and Rockmoss Street (APNs 138-28-801-002 and 003), Ward 2 (Seroka) [PRJ-72760].

Application Location



The proposed project may not pertain to the entire highlighte project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***April 10, 2018***
Time:	6:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor Las Vegas, Nevada 89101

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26-37P

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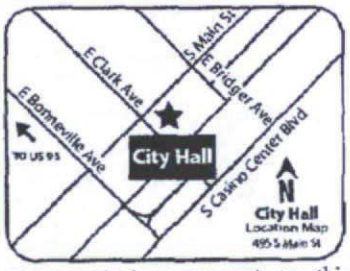

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

Case: GPA-72773, ZON-72774
13828412020
STAR CLUSTER 246 L L C
8728 CARLITAS JOY CT
LAS VEGAS NV 89117

Apr 30 18 07:36a L & M Robbins 702-2562335 p.4

36-37A

Nora Lares

From: noreply@formstack.com
Sent: Thursday, May 03, 2018 10:23 PM
To: Planning Comments
Subject: Planning Application Comments Form

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City of Las Vegas

Formstack Submission For: Planning Application Comments Form_2018

Submitted at 05/03/18 10:23 PM

Planning Application Number:	138-28-801-002 GPA-72773 ZON-72774 TMP-72851
Position:	I Oppose
Name:	luis espinoza
Residential or Business Address:	312 Beethoven st las vegas, NV 89155
Phone:	(702) 273-8549
Email:	luis.espinoza702@gmail.com
Comments:	I can not quite understand why you haven't take in consideration the fact that in this particular neighborhood the pavement will not be able to sustain the weight from the loads of material coming in. And I'm not quite sure if the old water lines either. In addition the submitted "plans" do not appear to really address the issue of access to the "new" homes, never mind the amount of more traffic that is going to generate. This has been so far a "quiet" neighborhood. Please do not change it

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Date 5/3/2018 Item 36-38 P

Nora Lares

From: noreply@formstack.com
Sent: Monday, May 07, 2018 12:26 PM
To: Planning Comments
Subject: Planning Application Comments Form

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City of Las Vegas

Formstack Submission For: Planning Application Comments Form_2018

Submitted at 05/07/18 12:26 PM

Planning Application Number:	PRJ-72760
Position:	I Oppose
Name:	Hilario Flores
Residential or Business Address:	7801 Tomich Ave. Las vegas, NV 89145
Phone:	(702) 596-1454
Email:	hilarioflores609@gmail.com

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

133 BRDFNP1 89145

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Dept of Planning
City of Las Vegas

Case: GPA-72773, ZON-72774
13828814051
BOQUECOSA BONIFACIO
7908 REDBUTTE AVE
LAS VEGAS NV 89145

Submitted after final agenda
Date 5/2/2018 Item 36-37P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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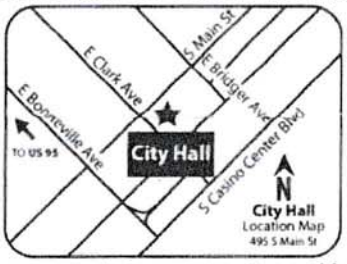

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GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

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City of Las Vegas

Case: GPA-72773, ZON-72774
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LIM JAIME
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1448 W ORANGETHROPE AVE
FULLERTON CA 92833

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36-37 P

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Department of Planning
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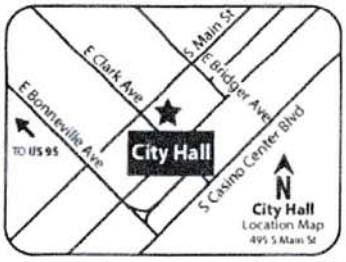

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

133 BRDFNP1 89145

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City of Las Vegas

MARIE WOLFOVA

13828412016 Case: GPA-72773, ZON-72774
CAN CLINTON
WOLFOVA MARIE
238 STAR CLUSTER CIR
LAS VEGAS NV 89145

Marie Wol

Submitted after final agenda
Date 5/3/2018 Item 36-37P

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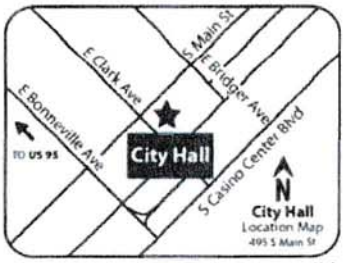

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Dept of Planning
City of Las Vegas

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 submit your comments online at https://cityoflasvegas.formstack.com/forms/plan_app_comments_2018
If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

Case: GPA-72773, ZON-72774
13828412039
KERR JACK E LIVING TRUST
KERR JACK E TRS
131 BEYERLEIN ST
FRANKENMUTH MI 48734-1501

16 BRDPNP1 48734

36-37P

Nora Lares

From: noreply@formstack.com
Sent: Thursday, May 03, 2018 10:17 AM
To: Planning Comments
Subject: Planning Application Comments Form

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MAY 0 3 2018
Dept of Planning
City of Las Vegas

Formstack Submission For: Planning Application Comments Form_2018

Submitted at 05/03/18 10:17 AM

Planning Application Number:	GPA 72773 and zone 72774
Position:	I Oppose
Name:	Janice Morin
Residential or Business Address:	409 Clifton Heights Dr Las Vegas, NV 89145
Phone:	(760) 914-2280
Email:	janmorin@qnet.com
Comments:	RE: Westcliff and Rockmoss: I oppose amending the zoning to accommodate higher density in the single family residential zoning neighborhood based upon the underlying principles of zoning. The undesirable impacts are increased traffic, noise, crime, trash, and overall quality of an already overly impacted single family neighborhood to unnecessarily favor a developer.

Copyright © 2018 Formstack, LLC. All rights reserved. This is a customer service email.
Formstack, 8604 Allisonville Road, Suite 300, Indianapolis, IN 46250

36-37P

Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.
GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

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Dept of Planning
City of Las Vegas

Case: GPA-72773, ZON-72774
13828814048
PETSCHL EDWARD J JR & ARLENE P
4431 BERTRAM LN
LAS VEGAS NV 89147-6143

139 BERTRAM 89147

Submitted after final agenda
Date 5/7/2018 Item 36-37P

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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NV 890
30 APR '18
PM 3 L

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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.
GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

Case: GPA-72773, ZON-72774
13828814029
YABES ELIZABETH
MOLES JESSE
121 ROCKMOSS ST
LAS VEGAS NV 89145-4005

133 BRDFMP1 89145

36-37P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

LAS VEGAS
NV 890
30 APR '18
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Las Vegas, NV
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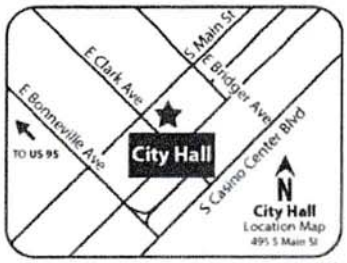

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☐ I SUPPORT this Request ■ I OPPOSE this Request

Please use available blank space on card for your comments.
GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

Same as husband
You made this table
Block Live with it
33 YRS

Case: GPA-72773, ZON-72774
13828814020
SPLEEN JOSEPH B & KODIE
7920 FANCIFUL AVE
LAS VEGAS NV 89145-4009

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MAY 07 2018
Dept of Planning
City of Las Vegas

139 BRDFNP1 89145

36-37P

Page:1/1
To:7024647499
7026456052
MAY-03-2018 01:28 From:

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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City of Las Vegas

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If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

Case: GPA-72773, ZON-72774
13828815006
FREY DOMINIK
129 KATHY CT
LAS VEGAS NV 89145-4025

36-37P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Dept of Planning
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.
GPA-72773 AND ZON-72774 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

Case: GPA-72773, ZON-72774
13828814021
DOUBRAVA DIANE M
NEESE KERRY
7916 FANCIFUL AVE
LAS VEGAS NV 89145

36-37P

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: PLANNING
DIRECTOR: ROBERT SUMMERFIELD ☐ **Consent** ☒ **Discussion**

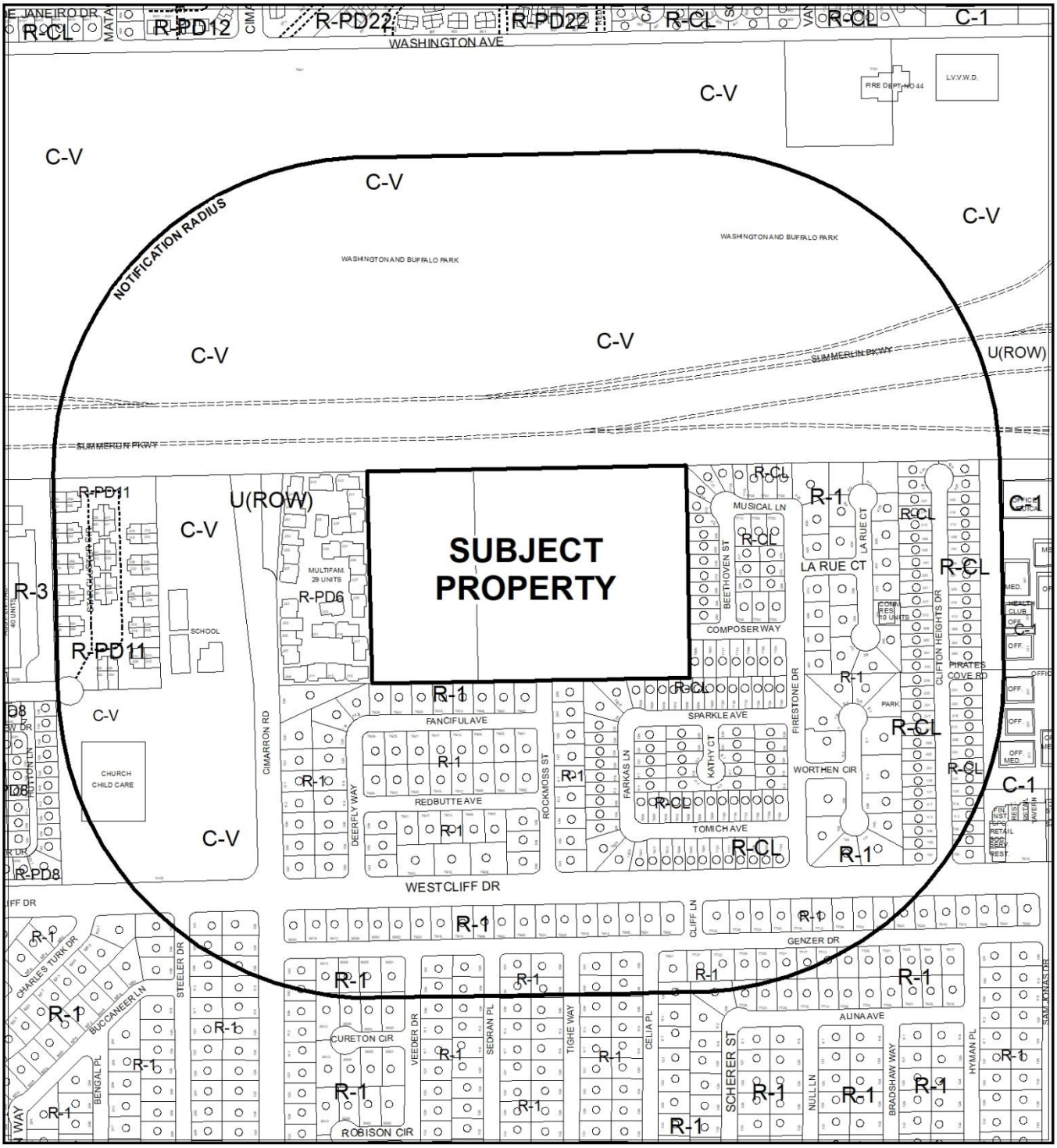
SUBJECT:
ZON-72774 - ABEYANCE ITEM - REZONING RELATED TO GPA-72773 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: UNITED STATES OF AMERICA - For possible action on a request for a Rezoning FROM: U (UNDEVELOPED) [L (LOW DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-CL (SINGLE FAMILY COMPACT-LOT) on 15.00 acres 612 feet north of the intersection of Westcliff Drive and Rockmoss Street (APNs 138-28-801-002 and 003), Ward 2 (Seroka) [PRJ-72760]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**39**	**Planning Commission Mtg.**	**0**
City Council Meeting	**12**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps - ZON-72774, VAR-73380 and TMP-72851 [PRJ-72760]
3. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



0 390 780 Feet

CASE: **ZON-72774, VAR-73380 AND TMP-72851 (PRJ-72760)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [L (LOW DENSITY RESIDENTIAL)]

PROPOSED ZONING OF SUBJECT PROPERTY: R-TH (SINGLE FAMILY ATTACHED)

N



0 390 780 Feet

CASE: **ZON-72774, VAR-73380 AND TMP-72851 (PRJ-72760)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [L (LOW DENSITY RESIDENTIAL)]

PROPOSED ZONING OF SUBJECT PROPERTY: R-TH (SINGLE FAMILY ATTACHED)

N

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

ZON-72774

Case Number: PRJ 72760 APN: 138-28-801-002+003

Name of Property Owner: D.R. Horton Inc

Name of Applicant: D.R. Horton, Inc

Name of Representative: Advantage Civil Engineering

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: Bradley P Burns

Subscribed and sworn before me

This 22 day of February, 2018

Barbara A Bross

Notary Public in and for said County and State

BARBARA A. BROSS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 3-24-2018
Certificate No: 98-2673-1

PRJ-72760
02/22/18

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Zone Change

Project Address (Location) Summerlin Parkway & Buffalo - CIMMARON

Project Name BLM 33 **Proposed Use** SFR

Assessor's Parcel #(s) 138-28-801-002 & 003 **Ward #**

General Plan: existing L proposed MLA **Zoning:** existing U proposed R-TH

Commercial Square Footage **Floor Area Ratio**

Gross Acres 15.6 **Lots/Units** 152 **Density** 10.26

Additional Information

PROPERTY OWNER DR Hoton **Contact** Michael Cuddy

Address 1081 Whitney Ranch Drive **Phone:** (702) 633-3601 **Fax:**

City Henderson **State** NV **Zip** 89014

E-mail Address mpcuddy@drhorton.com

APPLICANT DR Horton **Contact** Michael Cuddy

Address 1081 Whitney Ranch Drive **Phone:** (702) 635-3600 **Fax:**

City Henderson **State** NV **Zip** 89014

E-mail Address mpcuddy@drhorton.com

REPRESENTATIVE Advantage Civil Design **Contact** Colleen McClone

Address 2920 N. Green Valley Pkwy Bldg 4 #422 **Phone:** (702) 432-2234 **Fax:** (702) 436-2234

City Henderson **State** NV **Zip** 89014

E-mail Address colleen@advantagecivil-nv.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* BFB

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Bradley F Burns

Subscribed and sworn before me

This 22 day of February, 2018.

Barbara A Bross

Notary Public in and for said County and State

BARBARA A. BROSS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 3-24-2018
Certificate No: 98-2673-1

Revised 03/28/16

FOR DEPARTMENT USE ONLY

Case #	ZON-72774
Meeting Date:	
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-72760
02/22/18

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: PLANNING
DIRECTOR: ROBERT SUMMERFIELD ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-73380 - ABEYANCE ITEM - VARIANCE RELATED TO GPA-72773 AND ZON-72774 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: UNITED STATES OF AMERICA - For possible action on a request for a Variance TO ALLOW A 1.0 STREET CONNECTIVITY RATIO WHERE 1.3 IS REQUIRED on 15.00 acres approximately 612 feet north of the intersection of Westcliff Drive and Rockmoss Street (APNs 138-28-801-002 and 003), U (Undeveloped) Zone [PROPOSED: R-CL (Single Family Compact-Lot)], Ward 2 (Seroka) [PRJ-72760]. Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**9**	**Planning Commission Mtg.**	**0**
City Council Meeting	**11**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Protest Postcard – VAR-73380 and TMP-72851
4. Backup Submitted from the July 18, 2018 City Council Meeting
5. Backup Submitted at the June 12, 2018 Planning Commission Meeting

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

VAR-73380

Case Number: PRJ 72760 APN: 138-28-801-002+003

Name of Property Owner: D.R. Horton Inc

Name of Applicant: D.R. Horton Inc

Name of Representative: Advantage Civil Engineering

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: Bradley P Burns

Subscribed and sworn before me

This 22 day of February, 2018

Barbara A Bross

Notary Public in and for said County and State

BARBARA A. BROSS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 3-24-2018
Certificate No: 98-2673-1

PRJ-72760
02/22/18

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Zone Change

Project Address (Location) Summerlin Parkway & Buffalo - CIMMARON

Project Name BLM 33 **Proposed Use** SFR

Assessor's Parcel #(s) 138-28-801-002 & 003 **Ward #**

General Plan: existing L proposed MLA **Zoning:** existing U proposed R-TH

Commercial Square Footage **Floor Area Ratio**

Gross Acres 15.6 **Lots/Units** 152 **Density** 10.26

Additional Information

PROPERTY OWNER DR Hoton **Contact** Michael Cuddy

Address 1081 Whitney Ranch Drive **Phone:** (702) 633-3601 **Fax:**

City Henderson **State** NV **Zip** 89014

E-mail Address mpcuddy@drhorton.com

APPLICANT DR Horton **Contact** Michael Cuddy

Address 1081 Whitney Ranch Drive **Phone:** (702) 635-3600 **Fax:**

City Henderson **State** NV **Zip** 89014

E-mail Address mpcuddy@drhorton.com

REPRESENTATIVE Advantage Civil Design **Contact** Colleen McClone

Address 2920 N. Green Valley Pkwy Bldg 4 #422 **Phone:** (702) 432-2234 **Fax:** (702) 436-2234

City Henderson **State** NV **Zip** 89014

E-mail Address colleen@advantagecivil-nv.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* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Bradley F Burns

Subscribed and sworn before me

This 22 day of February, 2018.

Barbara A Bross

Notary Public in and for said County and State

BARBARA A. BROSS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 3-24-2018
Certificate No: 98-2673-1

Revised 03/28/16

FOR DEPARTMENT USE ONLY

Case #	VAR-73380
Meeting Date:	
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-72760
02/22/18

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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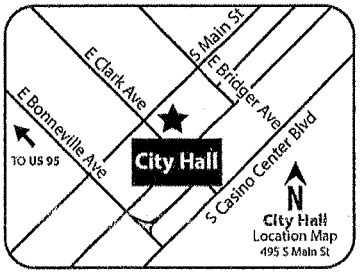

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-73380 & TMP-72851
City Council Meeting of 7/18/2018

Case: VAR-73380, TMP-72851
13828412016
3-CAN CLINTON
WOLFOVA MARIE
238 STAR CLUSTER CIR
LAS VEGAS NV 89145

133 FRDCNP1 89145

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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CITY CLERK
2018 JUL 10 P 1:39

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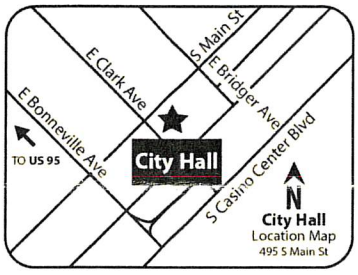
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request Please NO!

Please use available blank space on card for your comments.

VAR-73380 & TMP-72851
City Council Meeting of 7/18/2018

Case: VAR-73380, TMP-72851
13828816004
417-CALL PARLEY PRATT JR & SANDR
101 WORTHEN CIR
LAS VEGAS NV 89145-4017

133 FRDGNP1 89145

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
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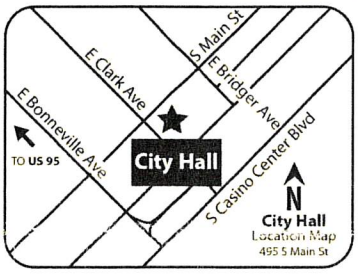
2018 JUL 10 P 1:39

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-73380 & TMP-72851
City Council Meeting of 7/18/2018

Case: VAR-73380, TMP-72851
13828816006
386-CAMP GENE J & VIRGINIA C
109 WORTHEN CIR
LAS VEGAS NV 89145-4017

Submitted after final agenda
123 & 124

133 FRDGNP1 89145

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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CITY CLERK
2018 JUL 13 P 12:27

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Las Vegas, NV
Permit No. 1630

NO High Dens. TV
We need A NEW PLANNING Com. YOU ARE the people that made this Mess

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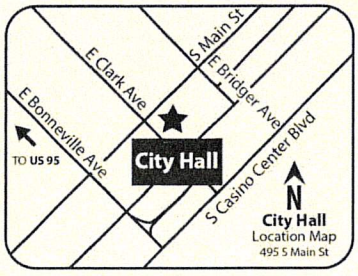
Official Notice of Public Hearing



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☐ I SUPPORT this Request ■ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-73380 & TMP-72851
City Council Meeting of 7/18/2018

Case: VAR-73380, TMP-72851
13828814020
292-SPLEEN JOSEPH B & KODIE
7920 FANCIFUL AVE
LAS VEGAS NV 89145-4009

133 FRDGNP1 89145

Submitted after final agenda

123 of 124

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2018 JUL 16 P 12:13

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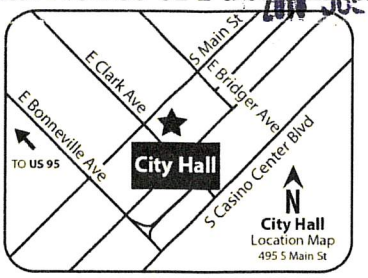
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-73380 & TMP-72851
City Council Meeting of 7/18/2018

13828814048 Case: VAR-73380, TMP-72851
319-PETSCHL EDWARD J JR & ARLENE
4431 BERTRAM LN
LAS VEGAS NV 89147-6143

139 FRDGNP1 89147

City of Las Vegas
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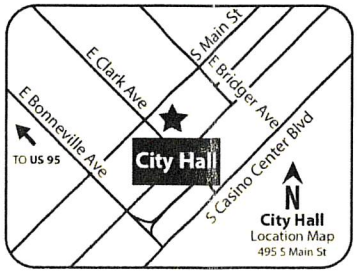

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-73380 & TMP-72851
City Council Meeting of 7/18/2018

13828412039 Case: VAR-73380, TMP-72851
1-KERR JACK E LIVING TRUST
KERR JACK E TRS
131 BEYERLEIN ST
FRANKENMUTH MI 48734-1501

Submitted after final agenda
123-124

16 FRDGNP1 48734

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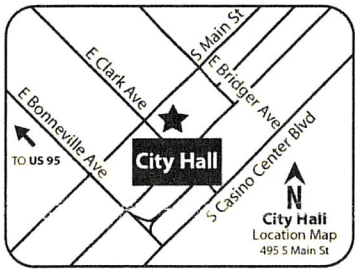

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VAR-73380 & TMP-72851
City Council Meeting of 7/18/2018

13828812007 Case: VAR-73380, TMP-72851
394-LIM JAIME
HJELLUM-LIM RENN
300 LA RUE CT
LAS VEGAS NV 89145

133 FRDGNP1 89145

City of Las Vegas
Office Of The City Clerk
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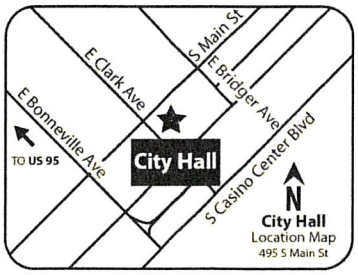

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-73380 & TMP-72851
City Council Meeting of 7/18/2018

13828811016 Case: VAR-73380, TMP-72851
212-EDAK PRIME
1737 WILSON AVE
ARCADIA CA 91006

98 FRDGNP1 91006

City of Las Vegas
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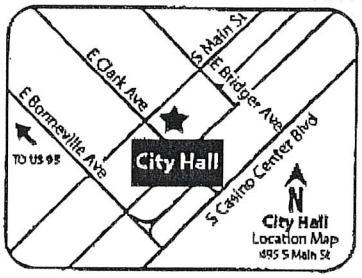

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VAR-73380 & TMP-72851

City Council Meeting of 7/18/2018

13828814029 Case: VAR-73380, TMP-72851
300-YABES ELIZABETH
MOLES JESSE
121 ROCKMOSS ST
LAS VEGAS NV 89145-4005

133 FRDGNP1 89145

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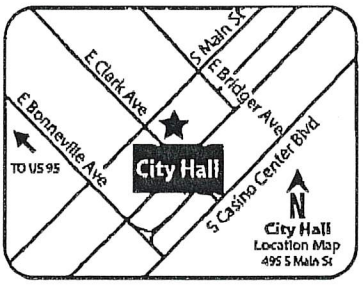

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Please Don't Approve there is to much traffic already with All new Appart Complexes already.

thank you

VAR-73380 & TMP-72851
City Council Meeting of 7/18/2018

Case: VAR-73380, TMP-72851
13828818006
377-TRONCOSO FERNANDO
DETRONCOSO MARITZA MONTOYA
405 LA RUE CT
LAS VEGAS NV 89145-4171

Submitted after final agenda
123-124

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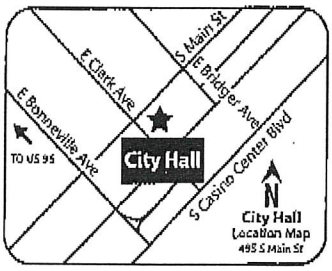

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-72773 & ZON-72774
City Council Meeting of 7/18/2018

Case: GPA-72773, ZON-72774
13828814021
256-DOUBRAVA DIANE M
NEESE KERRY
7916 FANCIFUL AVE
LAS VEGAS NV 89145

133 FRONT1 89145

City of Las Vegas
Office Of The City Clerk
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Las Vegas, Nevada 89101

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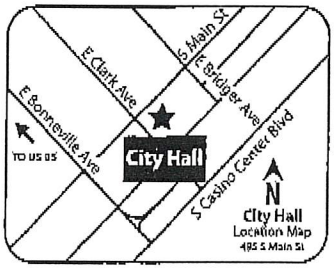

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-73380 & TMP-72851
City Council Meeting of 7/18/2018

Case: VAR-73380, TMP-72851
13828814021
256-DOUBRAVA DIANE M
NEESE KERRY
7916 FANCIFUL AVE
LAS VEGAS NV 89145

Submitted after final agenda
123-124

133 FRONT1 89145

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Vegas, Nevada 89101

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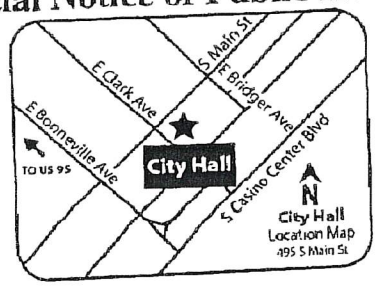

you wish to file your protest or support on this request, check the propriate box below and return this card in an envelope with postage to the ffice Of The City Clerk at the address listed above or fax this side of this ard to (702) 382-4803. If you would like to contact your Council epresentative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

lease use available blank space on card for your comments.

VAR-73380 & TMP-72851
City Council Meeting of 7/18/2018

Case: VAR-73380, TMP-72851
13828412020
7-STAR CLUSTER 246 L L C
8728 CARLITAS JOY CT
LAS VEGAS NV 89117

111 FRDGNP1 89117

p.1 702-2562335

Jul 11 18 10:27a L & M Robbins

Submitted after final agend

123 & 124

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

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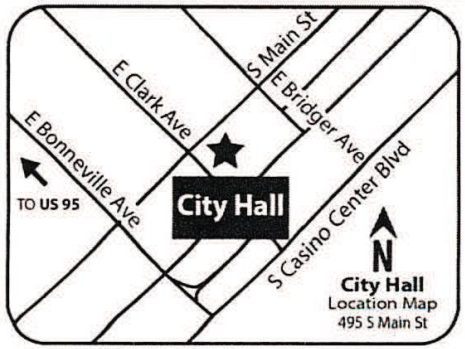

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or submit your comments online at https://cityoflasvegas.formstack.com/forms/plan_app_comments_2018
If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

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VAR-73380 [PRJ-72760]

Planning Commission Meeting of **6/12/2018**

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City of Las Vegas

Case: VAR-73380

13828815068
JAMES JANICE
7712 SPARKLE AVE
LAS VEGAS NV 89145-4013

133 DRDCNP1 89145

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Need A NEW Planning Commission ALL this Building going ON AN NO WATER.

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☐ I SUPPORT this Request

■ I OPPOSE this Request

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VAR-73380 [PRJ-72760]
Planning Commission Meeting of **6/12/2018**

Case: VAR-73380
13828814020
SPLEEN JOSEPH B & KODIE
7920 FANCIFUL AVE
LAS VEGAS NV 89145-4009

Someone is SNOWBALLING the People

133 DRDGNP1 89145

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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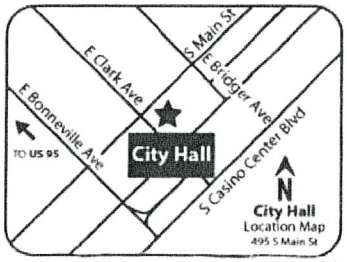

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-73380 [PRJ-72760]
Planning Commission Meeting of **6/12/2018**

Case: VAR-73380
13828816006
CAMP GENE J & VIRGINIA C
109 WORTHEN CIR
LAS VEGAS NV 89145-4017

133 DRDGNP1 89145

Submitted after final agenda
Date 6/6/18 Item 28P

ity of Las Vegas
lepartment of Planning
levelopment Services Center
33 North Rancho Drive, 3rd Floor
as Vegas, Nevada 89106

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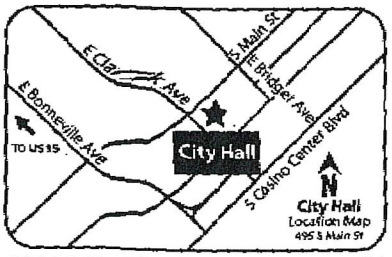

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VAR-73380 [PRJ-72760]
Planning Commission Me ting of **6/12/2018**

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City of Las Vegas

Case: VAR-73380
13828412029
DRURY JILLIAN E
252 STAR CLUSTER CIR
LAS VEGAS NV 89145

139 DRDCNP1 89145

Submitted after final agenda
Date 6/7/18 Item 28P

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Las Vegas, Nevada 89106

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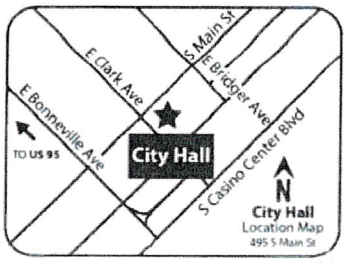

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VAR-73380 [PRJ-72760]
Planning Commission Meeting of **6/12/2018**

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City of Las Vegas

Case: VAR-73380
13828816001
WORTHEN RONALD W & SHERRI K
108 WORTHEN CIR
LAS VEGAS NV 89145-4017

133 DRDGNP1 89145

Submitted after final agenda
Date 6/11/18 Item 28P

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Las Vegas, Nevada 89106

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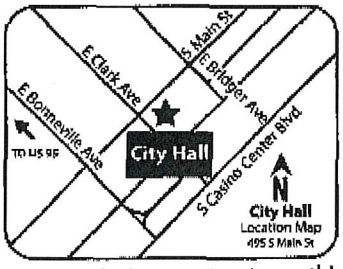

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If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☑ I OPPOSE this Request

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VAR-73380 [PRJ-72760]
Planning Commission Meeting of **6/12/2018**

133 DRDCNP1 89145

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City of Las Vegas

Case: VAR-73380
13828814029
YABES ELIZABETH
MOLES JESSE
121 ROCKMOSS ST
LAS VEGAS NV 89145-4005

Submitted after final agenda
Date 6/12/18 Item 28P

Nora Lares

From: noreply@formstack.com
Sent: Monday, June 11, 2018 9:43 PM
To: Planning Comments
Subject: Planning Application Comments Form

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City of Las Vegas

Formstack Submission For: Planning Application Comments Form_2018

Submitted at 06/11/18 9:42 PM

Planning Application Number:	VAR-73380[PRJ-72760]
Position:	I Oppose
Name:	LaRue Wray
Residential or Business Address:	120 Worthen Cir. Las Vegas, NV 89145
Phone:	(702) 363-5394
Email:	laruewray@gmail.com
Comments:	I oppose this action! I do not see any reason to approve any change to zoning. It is on the existing plan as low density zoning and should stay that way. I would like to see R-1 zoning in the entire building project. The increased traffic will be a problem for the neighborhood. Schools in the neighborhood are already at or above capacity. All parks in the area require children to cross major streets. I simply can not see any good reason to change the existing plan. Any new construction should be R-1 zoning / Low Density. Thank You

28P

Nora Lares

From: noreply@formstack.com
Sent: Monday, June 11, 2018 9:34 PM
To: Planning Comments
Subject: Planning Application Comments Form

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City of Las Vegas

Formstack Submission For: Planning Application Comments Form_2018

Submitted at 06/11/18 9:34 PM

Planning Application Number:	VAR-73380 [PRJ-72760]
Position:	I Oppose
Name:	Richard G. Worthen
Residential or Business Address:	125 Worthen Circle Las Vegas, NV 89145
Phone:	(702) 363-7610
Email:	rgwothen@gmail.com
Comments:	Please listen to all my neighbors

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28P

Nora Lares

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To: Planning Comments
Subject: Planning Application Comments Form

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City of Las Vegas

Formstack Submission For: Planning Application Comments Form_2018
Submitted at 06/11/18 9:33 PM

Planning Application Number:	VAR-73380 [PRJ-72760]
Position:	I Oppose
Name:	Christina Sayer
Residential or Business Address:	124 Worthen Circle Las Vegas, NV 89145
Phone:	(702) 656-0826
Email:	cajcekmsayer79@gmail.com

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To: Planning Comments
Subject: Planning Application Comments Form

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City of Las Vegas

Formstack Submission For: Planning Application Comments Form_2018

Submitted at 06/11/18 9:29 PM

Planning Application Number:	VAR-73380 [PRJ-72760]
Position:	I Oppose
Name:	Steven Terry
Residential or Business Address:	113 Worthen Circle Las Vegas, NV 89145
Phone:	(702) 245-0124
Comments:	This will ruin the neighborhood we have.

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Nora Lares

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To: Planning Comments
Subject: Planning Application Comments Form

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Submitted at 06/11/18 11:25 PM

Planning Application Number:	VAR-73380[PRJ-72760]
Position:	I Oppose
Name:	Renn Hjellum-Lim
Residential or Business Address:	300 La Rue Ct Las Vegas, NV 89145

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Nora Lares

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To: Planning Comments
Subject: Planning Application Comments Form

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City of Las Vegas

Formstack Submission For: Planning Application Comments Form_2018

Submitted at 06/12/18 12:01 AM

Planning Application Number:	VAR-73380 [PRJ-72760]
Position:	I Oppose
Name:	Alan Ririe
Residential or Business Address:	104 Worthen Cir Las Vegas, NV 89145
Email:	aaririe@yahoo.com
Comments:	All that we are asking is that you change the housing all to R-1 so that there is not so much traffic coming in and out of the development. We currently only have one exit out of our development and adding such an increase in the amount of vehicles that will be entering and exiting from Firestone will not only cause a traffic problem but I can also see it more so as a major safety issue.

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Nora Lares

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To: Planning Comments
Subject: Planning Application Comments Form

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Dept of Planning
City of Las Vegas



Formstack Submission For: Planning Application Comments Form_2018

Submitted at 06/12/18 6:30 AM

Planning Application Number:	VAR-73380 [PRJ-72760]
Position:	I Oppose
Name:	Leesa Lyman
Residential or Business Address:	305 Firestone Drive Las Vegas, NV 89145
Phone:	(702) 363-1368
Email:	leesalyman@cox.net

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Formstack, 8604 Allisonville Road, Suite 300, Indianapolis, IN 46250

28P

Nora Lares

From: noreply@formstack.com
Sent: Monday, June 11, 2018 9:42 PM
To: Planning Comments
Subject: Planning Application Comments Form



RECEIVED
JUN 12 2018
Dept of Planning
City of Las Vegas

Formstack Submission For: Planning Application Comments Form_2018

Submitted at 06/11/18 9:42 PM

Planning Application Number:	VAR-73380 [PRJ-72760]
Position:	I Oppose
Name:	Richard & Stephany Worthen
Residential or Business Address:	117 Worthen Circle Las Vegas, NV 89145
Phone:	(702) 277-3235
Email:	richard@dwdlv.com
Comments:	We strongly oppose this! We want the ENTIRE PROJECT to be low density - R-1. We already have high density in our area, and there is little parking, cars line the streets and there is no open area for families. There are currently 138 homes in our neighborhood (homes on Firestone - Redrock homes, Beethoven homes, Worthen Circle and LaRue Ct with the ONLY access being Firestone to Westcliff! Our traffic and ability to get out onto Westcliff will significantly increase with 56 more homes!

28P
Pg 1 of 2

RECEIVED
JUN 1 2 2018
Dept of Planning
City of Las Vegas

The Rockmoss area has only 53 homes with 2 ways to exit onto Westcliff - Rockmoss and Deerfly Way. Yes, Firestone is a wider street, but they definitely have less homes and two exit points as opposed to our one.

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Formstack, 8604 Allisonville Road, Suite 300, Indianapolis, IN 46250

28
Pg 2 of 2

Nora Lares

From: noreply@formstack.com
Sent: Tuesday, June 12, 2018 10:42 AM
To: Planning Comments
Subject: Planning Application Comments Form

RECEIVED
JUN 12 2018
Dept of Planning
City of Las Vegas



Formstack Submission For: Planning Application Comments Form_2018

Submitted at 06/12/18 10:41 AM

Planning Application Number:	VAR-73380
Position:	I Oppose
Name:	Gary Radmall
Residential or Business Address:	304 la rue court Las Vegas , NV 89145
Phone:	(702) 595-5578
Email:	garyrad78@yahoo.com
Comments:	Existing zoning is R-1 and should be kept the same to match the surrounding homes.

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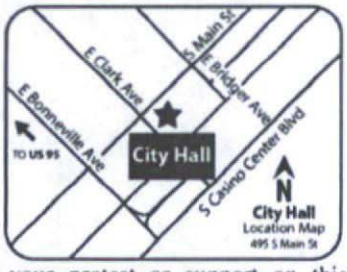
28P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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 Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or submit your comments online at https://cityoflasvegas.formstack.com/forms/plan_app_comments_2018
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-73380 [PRJ-72760]
Planning Commission Meeting of **6/12/2018**

RECEIVED
JUN 04 2018
Dept of Planning
City of Las Vegas

Case. VAR-73380
13828811009
JAWEL VITO & AGA REVOCABLE LIVIN
JAWEL VITO & AGA TRS
408 BEETHOVEN ST
LAS VEGAS NV 89145-4176

133 DRDGNP1 89145

28P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT
FIRST CLASS MAIL
U.S. Postage
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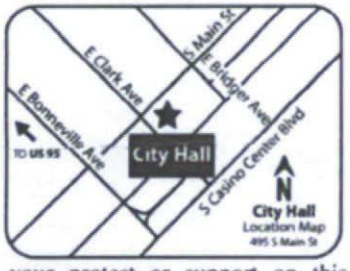
Las Vegas, NV
Permit No. 1630

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 Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or submit your comments online at https://cityoflasvegas.formstack.com/forms/plan_app_comments_2018
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-73380 [PRJ-72760]
Planning Commission Meeting of **6/12/2018**

RECEIVED
JUN 04 2018
Dept of Planning
City of Las Vegas

Case: VAR-73380
13828811008
MARTINIAK THOMAS J JR & JANET
412 BEETHOVEN ST
LAS VEGAS NV 89145-4176

133 DRDGNP1 89145

28P

Nora Lares

From: noreply@formstack.com
Sent: Friday, June 01, 2018 2:40 PM
To: Planning Comments
Subject: Planning Application Comments Form

RECEIVED
JUN - 4 2018
Dept of Planning
City of Las Vegas

Formstack Submission For: Planning Application Comments Form_2018

Submitted at 06/01/18 2:40 PM

Planning Application Number:	VAR-73380
Position:	I Oppose
Name:	Paul Ellefritz
Residential or Business Address:	105 Rockmoss st Las Vegas, NV 89145
Phone:	(702) 426-4873
Email:	ellefritzp@netzero.com

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28P

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: PLANNING
DIRECTOR: ROBERT SUMMERFIELD ☐ **Consent** ☒ **Discussion**

SUBJECT:
TMP-72851 - ABEYANCE ITEM - TENTATIVE MAP RELATED TO GPA-72773 AND ZON-72774 - BLM 33 BY DR HORTON - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: UNITED STATES OF AMERICA - For possible action on a request for a Tentative Map FOR A 112-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 15.00 acres approximately 612 feet north of the intersection of Westcliff Drive and Rockmoss Street (APNs 138-28-801-002 and 003), U (Undeveloped) Zone [PROPOSED: R-CL (Single Family Compact-Lot)], Ward 2 (Seroka) [PRJ-72760]. Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**30**	**Planning Commission Mtg.**	**1**
City Council Meeting	**11**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Clark County School District - School Tracking Form
4. Backup Submitted at the June 12, 2018 Planning Commission Meeting

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

TMP-72851

Case Number: PRJ 72760 APN: 138-28-801-002+003

Name of Property Owner: D.R. Horton Inc

Name of Applicant: D.R. Horton Inc

Name of Representative: Advantage Civil Engineering

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: Bradley P Burns

Subscribed and sworn before me

This 22 day of February, 2018

Barbara A Bross

Notary Public in and for said County and State

BARBARA A. BROSS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 3-24-2018
Certificate No: 98-2673-1

PRJ-72760
02/22/18

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Zone Change

Project Address (Location) Summerlin Parkway & Buffalo - CIMMARON

Project Name BLM 33 **Proposed Use** SFR

Assessor's Parcel #(s) 138-28-801-002 & 003 **Ward #**

General Plan: existing L proposed MLA **Zoning:** existing U proposed R-TH

Commercial Square Footage **Floor Area Ratio**

Gross Acres 15.6 **Lots/Units** 152 **Density** 10.26

Additional Information

PROPERTY OWNER DR Hoton **Contact** Michael Cuddy

Address 1081 Whitney Ranch Drive **Phone:** (702) 633-3601 **Fax:**

City Henderson **State** NV **Zip** 89014

E-mail Address mpcuddy@drhorton.com

APPLICANT DR Horton **Contact** Michael Cuddy

Address 1081 Whitney Ranch Drive **Phone:** (702) 635-3600 **Fax:**

City Henderson **State** NV **Zip** 89014

E-mail Address mpcuddy@drhorton.com

REPRESENTATIVE Advantage Civil Design **Contact** Colleen McClone

Address 2920 N. Green Valley Pkwy Bldg 4 #422 **Phone:** (702) 432-2234 **Fax:** (702) 436-2234

City Henderson **State** NV **Zip** 89014

E-mail Address colleen@advantagecivil-nv.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* BFB

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Bradley F Burns

Subscribed and sworn before me

This 22 day of February, 2018.

Barbara A Bross

Notary Public in and for said County and State

BARBARA A. BROSS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 3-24-2018
Certificate No: 98-2673-1

FOR DEPARTMENT USE ONLY

Case #	TMP-72851
Meeting Date:	
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-72760
02/22/18

Revised 03/28/16

DEPARTMENT OF PLANNING

TENTATIVE MAP APPLICATION CHECKLIST

The following information/data shall be submitted with each tentative map application:

A. Tentative Map Contents

- ☑ 1. Name of the proposed subdivision.
- ☑ 2. Names, addresses and phone numbers of owner, subdivider and surveyor or engineer.
- ☑ 3. A legend which denotes the meaning of all the symbols used and which includes the date, north arrow and scale.
- ☑ 4. A location map giving sufficient legal description to describe tract boundaries and relationships to surrounding areas and existing public streets.
- ☑ 5. Identification of adjoining properties.
- ☐ 6. Existing topography (obtained by actual survey at one (1) foot contours (based on city datum) on site and within one hundred fifty (150) feet of the proposed subdivision (except for the interior of existing subdivisions within one hundred, fifty (150) feet). The Department of Public Works may require larger contour intervals for large tracts.
- ☑ 7. Existing structures and other physical features.
- ☑ 8. Existing and proposed lot lines and dimensions. Each proposed lot shall be numbered in sequence, and each block shall be numbered or lettered. Letters may be used to identify common lots.
- ☑ 9. Existing and proposed street right of way widths, grades (with the direction of drainage indicated) and corner radii.
- ☑ 10. Existing and proposed street names.
- ☑ 11. Except for commercial subdivisions, existing and proposed street addresses or address ranges for each block, in accordance with the City's street addressing regulations.
- ☑ 12. Locations and widths of existing and proposed utility rights-of-way and easements.
- ☑ 13. Locations and widths of existing and proposed irrigation or drainage ditch rights-of-way and easements.
- ☑ 14. Existing and proposed storm drains.
- ☐ 15. Proposed sanitary sewer systems, showing pipe sizes, manholes, direction of flow and point of connection to existing facilities.
- ☐ 16. Existing and proposed potable water mains and, for subdivisions to be supplies by wells, the location, pressure and capacity of such wells, and the potential population capable of being served by such wells. The wells must be authorized under State certificate.
- ☐ 17. Proposed reservations or dedications for parks, trails, open spaces, schools, or other public or quasi public uses.

PRJ-72760
03/05/18

TMP-72851 - REVISED

☒ 18. Existing street names, rights of way and pavement widths for streets within one hundred fifty (150) feet of the proposed subdivision.

☒ 19. If required, an Impact Statement in accordance with LVMC 19.16.010 (E) and a Traffic Management Plan.

☐ 20. Note on the map indicating whether streets, drainage corridors, sewer corridors, parks, trails, open spaces and schools are to be public or private.

☐ 21. Note on the map that above ground utility boxes shall not be placed within trail corridors, if trail areas are designated on the map.

B. Supplemental Information

The following supplemental information may be required by the Department of Public Works or the Department of Planning. When required, it shall be submitted on separate drawings or sheets.

☐ 1. A Traffic Impact Analysis, Single Subdivision Access Report, or Master Driveway and Onsite Circulation Plan, prepared in accordance with City standards or as directed by the City Traffic Engineer.

☐ 2. Development Impact Notice and Assessment (DINA) per LVMC 19.16.010 (E) of the Unified Development Code (refer to the pre-application checklist).

☐ 3. Any proposed deviations from City standards (refer to the pre-application checklist).

☐ 4. A copy of the deed for the property (refer to the pre-application checklist).

☐ 5. Whenever, on the perimeter of a project, walls are proposed which (1) face a public street or adjoining property not in common ownership; (2) are within a single plane and are not separated by landscaping; and (3) exceed the maximum acceptable wall heights indicated in Title 19 or other applicable Master Plan, the applicant shall submit three copies of a plan or proposed perimeter grades which indicates all such walls. This plan may be super imposed on the tentative map but must be legible. The plan shall include cross sections of all sections of the project perimeter with walls which exceed the heights indicated in above.

☐ 6. If applicable, a letter indicating that an in-lieu-of park is proposed.

Department of Public Works Signature: _____

Date: 3-5-18

PRJ-72760
03/05/18

TMP-72851 - REVISED

TENTATIVE MAP
FOR
BLM 33
BY DR HORTON
CITY OF LAS VEGAS

APN'S # 138-28-801-002 & -003
LOCATED IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4
SECTION 28 IN T. 20 S., R. 60 E., M.D.M.
CLARK COUNTY, NEVADA

LEGEND

EXISTING
LOT LINE
EASEMENT LINE
RIGHT-OF-WAY LINE
CENTERLINE
BOUNDARY LINE
PROPOSED WATER — 8" WATER —
PROPOSED SEWER — 8" SEWER —
EXISTING WATER
EXISTING SEWER
EXIST. CONTOURS 1915

NOTES:

1. ALL IMPROVEMENTS SHALL COMPLY WITH CITY OF LAS VEGAS STANDARDS AND SPECIFICATIONS.

2. THERE IS NO KNOWN GROUNDWATER WITHIN 20 FEET OF THE EXISTING GROUND SURFACE OF THE PROJECT SITE.

3. THERE ARE NO KNOWN FAULTS OR FISSURES, MAPPED OR OBSERVABLE, LOCATED ON THE PROJECT SITE.

4. THE UNDERGROUND UTILITIES AS SHOWN HEREON HAVE BEEN LOCATED FROM OBSERVED FIELD SURVEY EVIDENCE AND EXISTING DRAWINGS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING; PLANS PROVIDED BY THE CLIENT, UTILITY COMPANIES, AND MUNICIPAL AGENCIES. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. FLOOD DESIGNATION PROVIDED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

5. THE SITE IS LOCATED WITHIN FLOOD ZONE "X" PER THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL 32003C2145F, CLARK COUNTY, NEVADA DATED NOVEMBER 16, 2011. FLOOD DESIGNATION PROVIDED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

6. LANDSCAPE AREA WILL BE MAINTAINED BY THE LANDSCAPE MAINTENANCE ASSOCIATION.

7. ALL INTERIOR BACK OF CURB RADII ARE 20' UNLESS OTHERWISE NOTED.

8. ALL INTERIOR STREETS ARE PUBLIC AND SHALL BE MAINTAINED BY THE CITY OF LAS VEGAS

BASIS OF BEARING

GRID NORTH AS DEFINED BY THE CENTRAL MERIDIAN OF THE NEVADA COORDINATE REFERENCE SYSTEM (NCRS), LAS VEGAS AND LAS VEGAS HIGH ELEVATION ZONES, NORTH AMERICAN DATUM OF 1983; SAID MERIDIAN BEING COINCIDENT WITH 114°58' WEST OF THE GREENWICH MERIDIAN.

DATUM (REFERENCE FRAME): NAD 1983 (2011) EPOCH 2010.0

ZONE: LAS VEGAS ZONE
STANDARD PARALLEL AND GRID ORIGIN: 36°15'00" N
CENTRAL MERIDIAN: 114°58'00" W
FALSE NORTHING: 200,000 METERS
FALSE EASTING: 100,000 METERS
STANDARD PARALLEL SCALE: 1.0001
LINEAR UNIT: US SURVEY FOOT (SFT)

BENCHMARK

CITY OF LAS VEGAS VERTICAL CONTROL POINT "OLV00 28S4" BEING A RIVET & PLATE IN TOP OF CURB AT NW CORNER OF WESTCLIFF & CIMARRON.

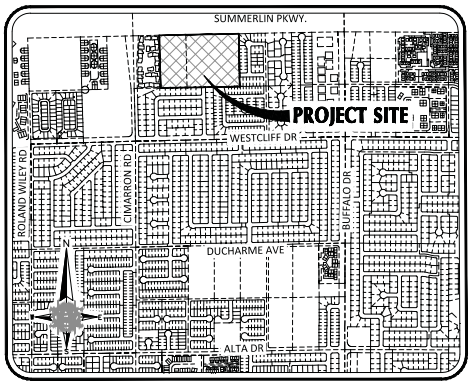
ELEVATION: 2551.98 FEET
777.844 METERS

CITY OF LAS VEGAS VERTICAL CONTROL (DATE RE-OBSERVED 2005-2007)
BASED UPON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88)

LEGAL DESCRIPTION

APN 138-28-801-002:
THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D. B. & M., CLARK COUNTY, NEVADA.

APN 138-28-801-003:
THE EAST HALF (E ½) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D. B. & M., CLARK COUNTY, NEVADA.



VICINITY MAP
N.T.S.

DEVELOPER/OWNER:
D.R. HORTON, INC
1081 WHITNEY RANCH
HENDERSON, NV 89014
CONTACT: MICHAEL P. CUDDY
PHONE: 702-635-3655

ENGINEER:
ADVANTAGE CIVIL DESIGN GROUP
2920 N. GREEN VALLEY PARKWAY
BUILDING #4, SUITE #422
HENDERSON, NEVADA 89014
PHONE: 702-432-2234
FAX: 702-436-2234

SITE DATA

EXISTING ZONING:	=	U
EXISTING LAND USE:	=	L-LOW DENSITY RESIDENTIAL
PROPOSED ZONING:	=	R-CL
PROPOSED LAND USE:	=	MDR-MEDIUM DENSITY RESIDENTIAL
GROSS ACREAGE:	=	15.6±
DENSITY - LOTS/USABLE GROSS ACRE:	=	7.05 U.P.A.
TOTAL RESIDENTIAL LOTS:	=	110
TOTAL COMMON LOTS:	=	5
CONNECTIVITY SCORE:	=	1.0

PROPERTY SETBACKS

FRONT GARAGE:	=	18.00'
FRONT LIVING:	=	14.00'
SIDE:	=	5.00'
SIDE CORNER:	=	10.00'
REAR:	=	10.00'

PARKING

TOTAL REQUIRED PARKING:	=	220 (2 PER UNIT)
TOTAL PROVIDED PARKING:	=	520
(4 PER UNIT (GARAGE+DRIVEWAY):	=	440)
(ON-STREET PARKING:	=	80)

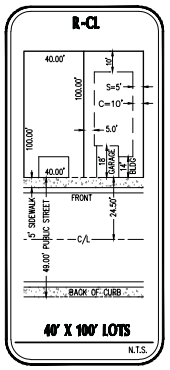
UTILITY SERVICES BY:

WATER	LAS VEGAS VALLEY WATER DISTRICT
SANITARY SEWER	CITY OF LAS VEGAS
ELECTRIC	NV ENERGY
GAS	SOUTHWEST GAS
TELEPHONE	CENTURYLINK
TRASH DISPOSAL	REPUBLIC SERVICES

ESTIMATED SEWER CONTRIBUTION:

110 UNITS * 250 GPD/UNIT = 27,500 GPD

27,500 GPD = 0.0275 MGD
0.0275 MGD * 3.3 (PEAK FACTOR)= 0.09075 MGD





TYPICAL PARKING

PRJ-72760
06/26/18

ADVANTAGE CIVIL DESIGN GROUP, LLP
2920 N. GREEN VALLEY PKWY.
BUILDING #4, SUITE #422
HENDERSON, NEVADA 89014
Ofc: 702.432.2234
Fax: 702.436.2234
Email: INFO@ADVANTAGECIVIL.COM
CIVIL ENGINEERING CONSULTING PLANNING

STATE OF NEVADA — No. 20000 — REGISTERED PROFESSIONAL ENGINEER — 12/31/19 — CIVIL

TENTATIVE MAP
BLM 33
BY DR HORTON

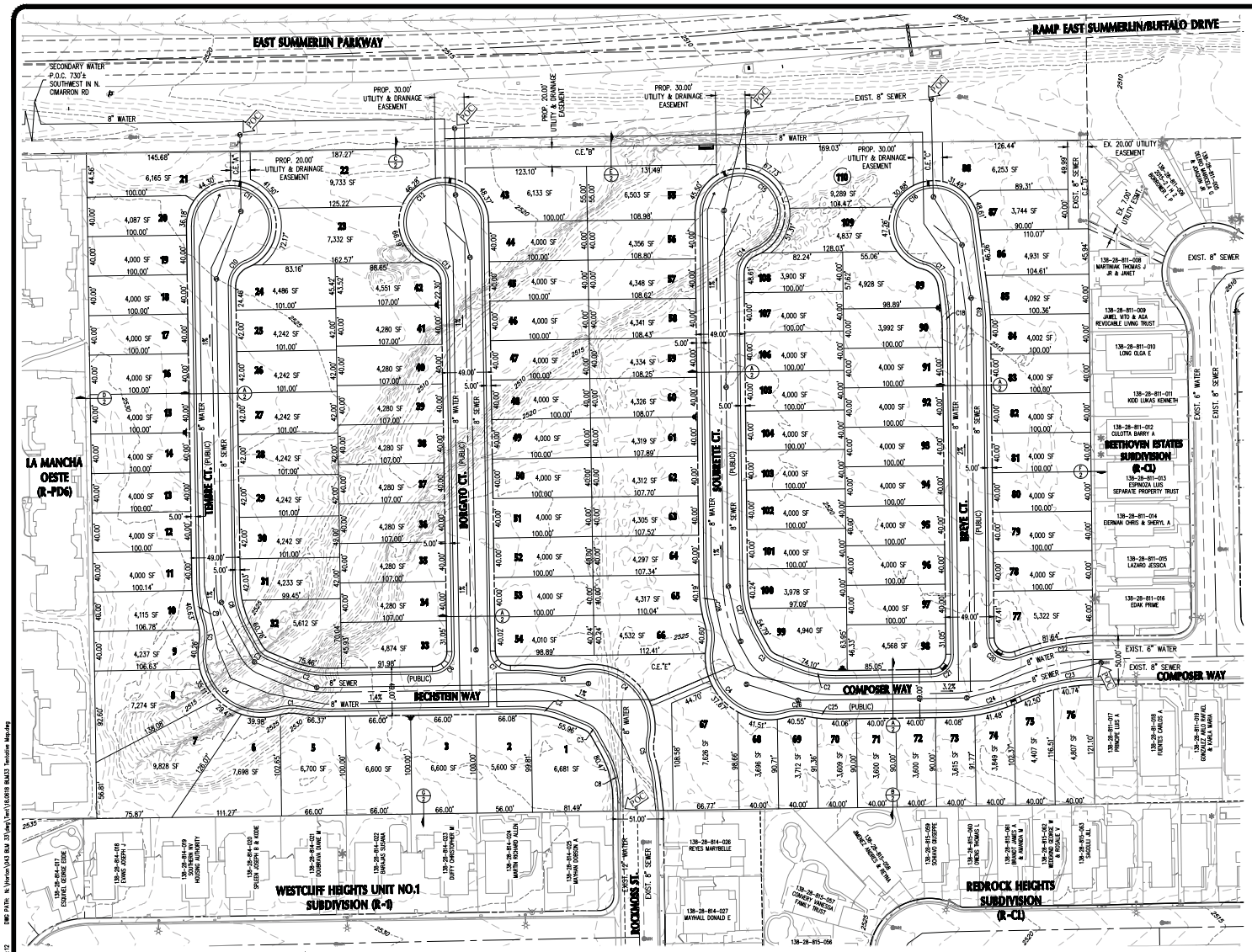
NO.	DATE	REVISIONS DESCRIPTION	BY

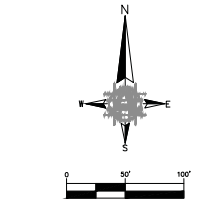
JOB NUMBER:
DRAWN BY:
DESIGNED BY:
CHECKED BY:
DATE: JUNE, 2018

TM1 1/2

TMP-72851 - REVISED

PLOT DATE: 06-19-18 PLOT TIME: 14:18:08 DWG Path: N:\Horton\LV\3 BLM 33\Civil\Tent\LVL0618 BLM33 Tentative Map.dwg
kaden





BACK OF CURB CURVE TABLE				
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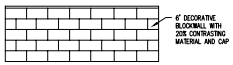
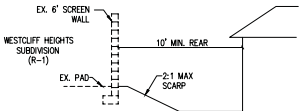
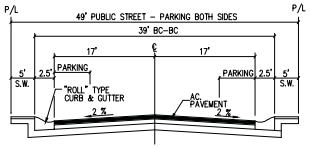
C2	100.00	40.13	20.34	22°59'34"
C3	20.00	13.61	7.08	38°58'46"
C4	59.00	119.92	95.27	116°27'39"
C5	50.00	23.34	11.89	26°44'55"
C6	20.00	31.44	20.03	90°04'29"
C7	20.00	31.39	19.97	89°55'31"
C8	100.00	48.79	24.89	27°57'11"
C9	139.00	38.03	19.13	15°40'31"
C10	25.00	30.10	17.17	68°58'29"
C11	40.50	176.11	58.76	249°08'01"
C12	40.50	176.88	57.60	250°13'41"
C13	25.00	30.09	17.17	68°58'56"
C14	25.00	30.10	17.17	68°58'29"
C15	40.50	174.63	61.14	247°02'39"
C16	40.50	176.07	58.83	249°12'12"
C17	25.00	30.10	17.17	68°58'29"
C21	20.00	24.28	12.15	6°47'07"
C19	244.00	28.90	14.46	6°47'07"
C20	20.00	38.46	28.65	110°10'21"
C21	20.00	31.35	19.94	89°46'50"
C22	249.60	79.89	40.29	18°20'21"
C23	181.50	77.20	39.19	24°22'16"
C24	171.50	72.52	36.81	24°13'46"
C25	139.00	28.93	14.52	11°55'34"
C26	50.00	23.81	12.13	27°16'49"
C27	100.00	49.24	25.13	28°12'51"
C28	139.00	36.66	19.45	15°06'06"



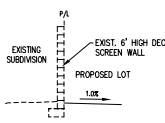
WALL ELEVATION
NOT TO SCALE



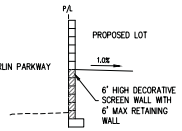
G SOUTH BOUNDARY
NOT TO SCALE



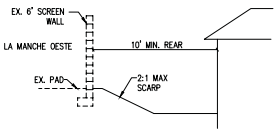
A 49' PUBLIC STREET
NOT TO SCALE



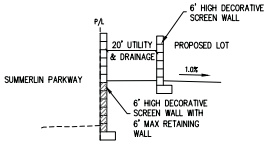
B SOUTH BOUNDARY
NOT TO SCALE



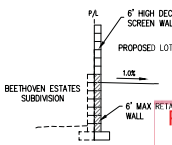
C NORTH BOUNDARY
NOT TO SCALE



D WEST BOUNDARY
NOT TO SCALE



E NORTH BOUNDARY
NOT TO SCALE



F EAST BOUNDARY
NOT TO SCALE

PRJ-72760
06/19/18

ADVANTAGE CIVIL DESIGN GROUP, LLP
2950 N. GREEN VALLEY PKWY.
BUILDING 1, SUITE 190
HENDERSON, NEVADA 89052
Ofc: 702.452.2254
Fax: 702.434.2254
Email: INFO@ADVANTAGECIVIL.COM
CIVIL ENGINEERING CONSULTING PLANNING

STATE OF NEVADA — JAMES R. GIBSON — No. 12070 — REGISTERED PROFESSIONAL ENGINEER — 12/31/18 — CIVIL

TENTATIVE MAP
BLM 33
BY DR HORTON

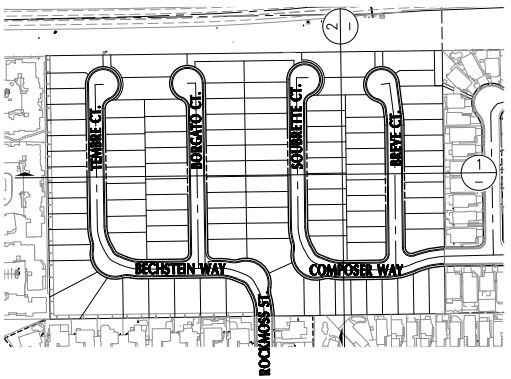
NO.	DATE	BY	REVISIONS DESCRIPTION

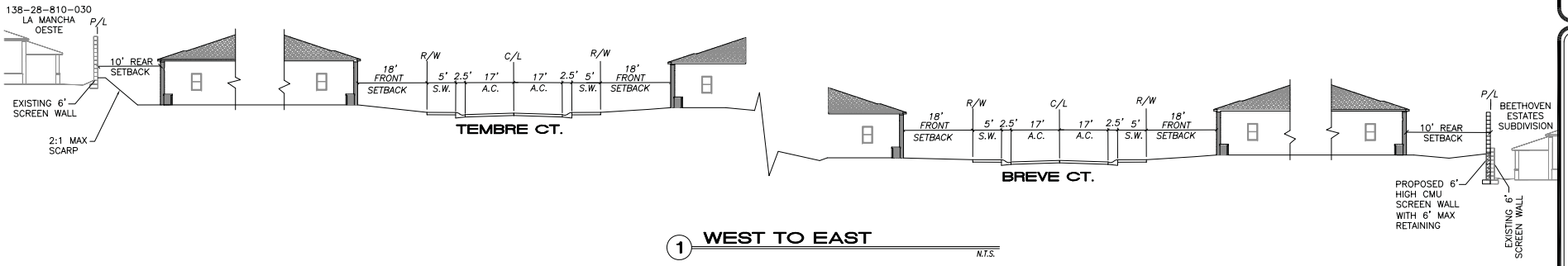
JOB NUMBER:
DRAWN BY:
DESIGNED BY:
CHECKED BY:
DATE: JUNE, 2018

TM2 2 2

TMP-72851 - REVISED

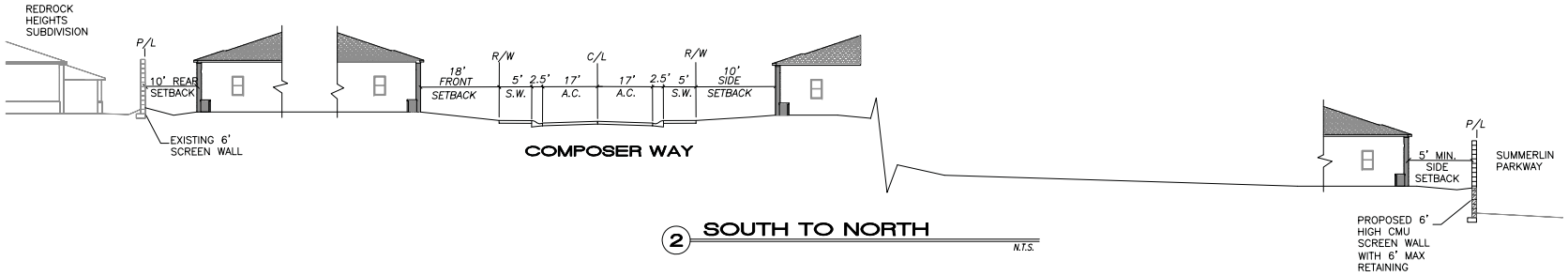
DWG Path: N:\Horton\LV\3 BLM 33\Civil\LVL0618 BLM33 Tentative Map.dwg
PLOT TIME: 14:19:12
PLOT DATE: 06-18-18
kdelin





1 WEST TO EAST

N.T.S.



2 SOUTH TO NORTH

N.T.S.

PRJ-72760
05/15/18

ADVANTAGE CIVIL DESIGN GROUP, LLP
2920 N. GREEN VALLEY, BLDG. #4, STE. #422
HENDERSON, NEVADA
89014
Office: 702.492.2254
Fax: 702.496.2254
Email: AVAILABLE@ADVANTAGECIVIL-NV.COM
CIVIL ENGINEERING
CONSULTING
PLANNING

CROSS SECTIONS

BLM 33
BY DR HORTON

REVISIONS

NO.	DATE	DESCRIPTION	BY

JOB NUMBER:
DRAWN BY:
DESIGNED BY:
CHECKED BY:
DATE: MAY, 2018

CS 1/1

kaden PLOT DATE: 05-14-18 PLOT TIME: 13:07:05 DWG PATH: N:\Horton\043 BLM 33\dwg\Tent\18.0514 BLM33 Cross Sections.dwg

TMP-72851 - REVISED

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APR 0 4 2018

Dept of Planning
City of Las Vegas

Real Property Management
1180 Military Tribute Place
Henderson, Nv. 89074

School Development Tracking Form

http://ccsd.net/departments/real-property

Date Filed 04/03/2018 **Application Number** TMP-72851 **Entity** LV

Company Name DR Horton

Contact Name

Contact Mailing Address

City **State** **Zip Code**

Phone **Mobile** **Fax** **Email**

Project Name BLM 33

Project Description 152 single family lots

APN's 138-28-801-002 & 003

Student Yield		Elementary School		Middle School		High School	
Single-Family Units (1)	152	x 0.196 =	30	x 0.101 =	16	x 0.137 =	21
Multi-Family Units (2)		x 0.140 =	0	x 0.058 =	0	x 0.064 =	0
Resort Condo Units (3)							
Total			30		16		21

(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**
Walter Jacobson ES	8400 Boseck Dr	K-5	534	570	0/19/18
Walter Johnson ES	7701 Ducharme Ave	6-8	1,452	1,400	01/19/18
Palo Verde HS	333 S. Pavilion Center Dr	9-12	2,941	3,180	01/19/18

*** CCSD Comments** Jacobson ES and Palo Verde HS are over capacity for the 2017-18 school year. Jacobson ES is 106.74% and Palo Verde is 108.31% of program capacity.

☐ Approved ☐ Disapproved

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

Nora Lares

From: noreply@formstack.com
Sent: Saturday, April 28, 2018 2:26 PM
To: Planning Comments
Subject: Planning Application Comments Form

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Dept of Planning
City of Las Vegas

Formstack Submission For: Planning Application Comments Form_2018
Submitted at 04/28/18 2:26 PM

Planning Application Number:	TMP-72851 (PRJ-72760)
Position:	I Oppose
Name:	Janice James
Residential or Business Address:	7712 Sparkle Ave Las Vegas, NV 89145
Phone:	(702) 586-8427
Email:	jjames34@cox.net
Comments:	I oppose this project as it will mean a through Street which we have not had in this neighborhood and do not want. It will increase the traffic at noise and danger to children in the neighborhood. If it is developed for apartments or condos it will eventually bring in an unwanted class of residence and lower the value of our homes. I have two granddaughters also living in this neighborhood and I don't want this neighborhood to have any through streets making it more dangerous for them to ride their bicycles.

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Nora Lares

From: noreply@formstack.com
Sent: Monday, April 30, 2018 2:35 PM
To: Planning Comments
Subject: Planning Application Comments Form

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City of Las Vegas

Formstack Submission For: Planning Application Comments Form_2018
Submitted at 04/30/18 2:35 PM

Planning Application Number:	TMP72851
Position:	I Oppose
Name:	sherryl gaines
Residential or Business Address:	100 Clifton Heights Drive Las Vegas, NV 89145
Phone:	(702) 242-0482

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Nora Lares

From: noreply@formstack.com
Sent: Monday, April 30, 2018 2:33 PM
To: Planning Comments
Subject: Planning Application Comments Form

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City of Las Vegas

Formstack Submission For: Planning Application Comments Form_2018

Submitted at 04/30/18 2:33 PM

Planning Application Number:	TMP72851
Position:	I Oppose
Name:	Lora Stipsky
Residential or Business Address:	105 Clifton Heights Drive Las Vegas, NV 89145
Phone:	(702) 256-2894

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Low Density Residential



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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TMP-72851 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

Case: TMP-72851
13828817006
WORTHEN ROBERT FAMILY TRUST
112 WORTHEN CIR
LAS VEGAS NV 89145-4017

139 BRDFMP1 89145

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TMP-72851 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

Please maintain low density residential.

Robert Worthen

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Case: TMP-72851
13828820006
WORTHEN ROBERT G FAMILY TRUST
WORTHEN ROBERT G TRS
112 WORTHEN CIR
LAS VEGAS NV 89145-4017

133 BROFNP1 89145

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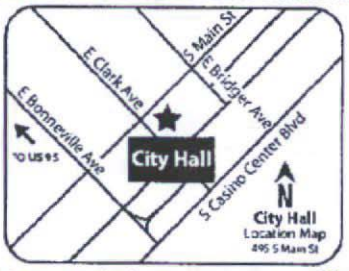

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TMP-72851 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

Case: TMP-72851
13833511037
WORTHEN ROBERT G FAMILY TRUST
WORTHEN ROBERT G & JANET E J TRS
112 WORTHEN CIR
LAS VEGAS NV 89145-4017

133 BRDFNP1 89145

3 of 8

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Planning Commission Meeting of **5/8/2018**

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Case: TMP-72851
13828816008
WORTHEN RICHARD S FAMILY TRUST
WORTHEN RICHARD S & STEPHANY TRS
117 WORTHEN CIR
LAS VEGAS NV 89145-4017

133 BRDFNP1 89145

3BP

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Las Vegas, Nevada 89106

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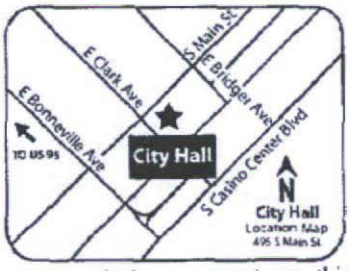

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TMP-72851 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

Case: TMP-72851
13828412020
STAR CLUSTER 246 L L C
8728 CARLITAS JOY CT
LAS VEGAS NV 89117

111 BRDFNP1 89117

Apr 30 18 07:36a L & M Robbins 702-2562335 p.2

38A

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Las Vegas, Nevada 89106

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Case: TMP-72851
13828810014
BRINK CLIFFORD R & ROCHELLE P
215 N CIMARRON RD
LAS VEGAS NV 89145-3917

133 BRDFNP1 89145

Submitted after final agenda
Date 5/1/2018 Item 38P

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Las Vegas, Nevada 89106

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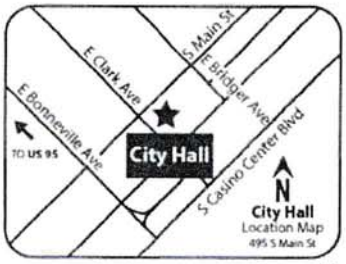

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TMP-72851 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

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City of Las Vegas

Case: TMP-72851
13828814051
BOQUECOSA BONIFACIO
7908 REDBUTTE AVE
LAS VEGAS NV 89145

i33 BRDFMP1 89145

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Date 5/2/2018 Item 38P

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TMP-72851 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

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City of Las Vegas

Case: TMP-72851

13828812007
LIM JAIME
HJELLUM-LIM RENN
1448 W ORANGETHROPE AVE
FULLERTON CA 92833

110 BRDFNP1 92833

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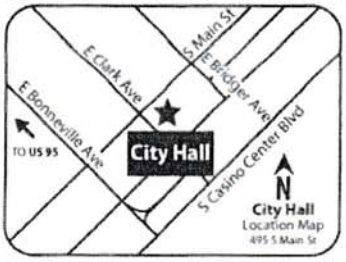

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Planning Commission Meeting of **5/8/2018**

133 BRDPNP1 89145

CLINTON CAN

Case: TMP-72851

13828412016
CAN CLINTON
WOLFOVA MARIE
238 STAR CLUSTER CIR
LAS VEGAS NV 89145

Submitted after final agenda
Date 5/3/2018 Item 38P

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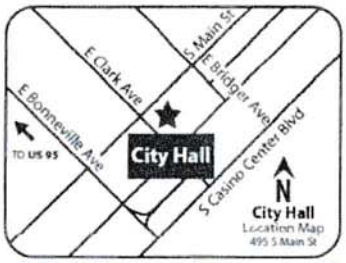

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TMP-72851 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

Case: TMP-72851
13828412039
KERR JACK E LIVING TRUST
KERR JACK E TRS
131 BEYERLEIN ST
FRANKENMUTH MI 48734-1501

16 BRDFNP1 48734

30P

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TMP-72851 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

Case: TMP-72851

13828814021
DOUBRAVA DIANE M
NEESE KERRY
7916 FANCIFUL AVE
LAS VEGAS NV 89145

133 BRDFNP1 89145

Submitted after final agenda
Date 5/7/2018 Item 38P

05/02/2018 09:29 OCGA&S (FAX)7023830701 P.001/001

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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.

TMP-72851 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

Case: TMP-72851
13828814048
PETSCHL EDWARD J JR & ARLENE P
4431 BERTRAM LN
LAS VEGAS NV 89147-6143

139 BRDFNP1 89147

City of Las Vegas
Department of Planning

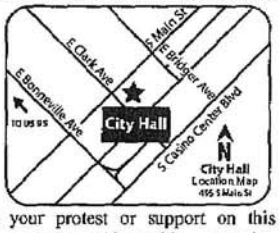
PRSRT

38P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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 Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or submit your comments online at https://cityoflasvegas.formstack.com/forms/plan_app_comments_2018
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.
TMP-72851 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

RECEIVED
MAY 07 2018
Dept of Planning
City of Las Vegas

Case: TMP-72851

13828412029
DRURY JILLIAN E
262 STAR CLUSTER CIR
LAS VEGAS NV 89145

38P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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RECEIVED
MAY 07 2018
Dept of Planning
City of Las Vegas

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Please use available blank space on card for your comments.
TMP-72851 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

Case: TMP-72851
13828814029
YABES ELIZABETH
MOLES JESSE
121 ROCKMOSS ST
LAS VEGAS NV 89145-4005

38P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

LAS VEGAS
NV 890
30 APR '18
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Dept of Planning
City of Las Vegas

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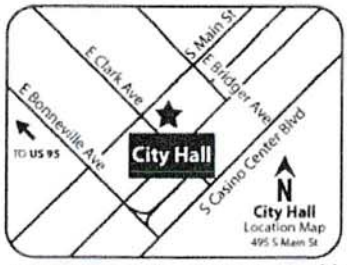
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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Please use available blank space on card for your comments.
TMP-72851 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

133 BRDFNP1 89145

YOU the PLANNING Commission made this mess How many times ARE YOU going To sell this 33 yrs you the PLANNING Goofs TRY

Case: TMP-72851
13828814020
SPLEEN JOSEPH B & KODIE
7920 FANCIFUL AVE
LAS VEGAS NV 89145-4009

33 YRS

38P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT
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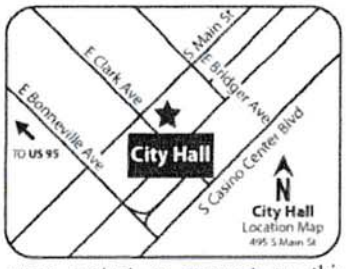
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED
MAY 07 2018
Dept of Planning
City of Las Vegas

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Please use available blank space on card for your comments.

TMP-72851 [PRJ-72760]
Planning Commission Meeting of **5/8/2018**

Case: TMP-72851
13828813011
MORIN JANICE LOYE TRUST
LATHAM MARY ANN TRUST
P O BOX 229
MAMMOTH LAKES CA 93546-0229

120 BRDFNP1 93546

38p

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: AUGUST 1, 2018

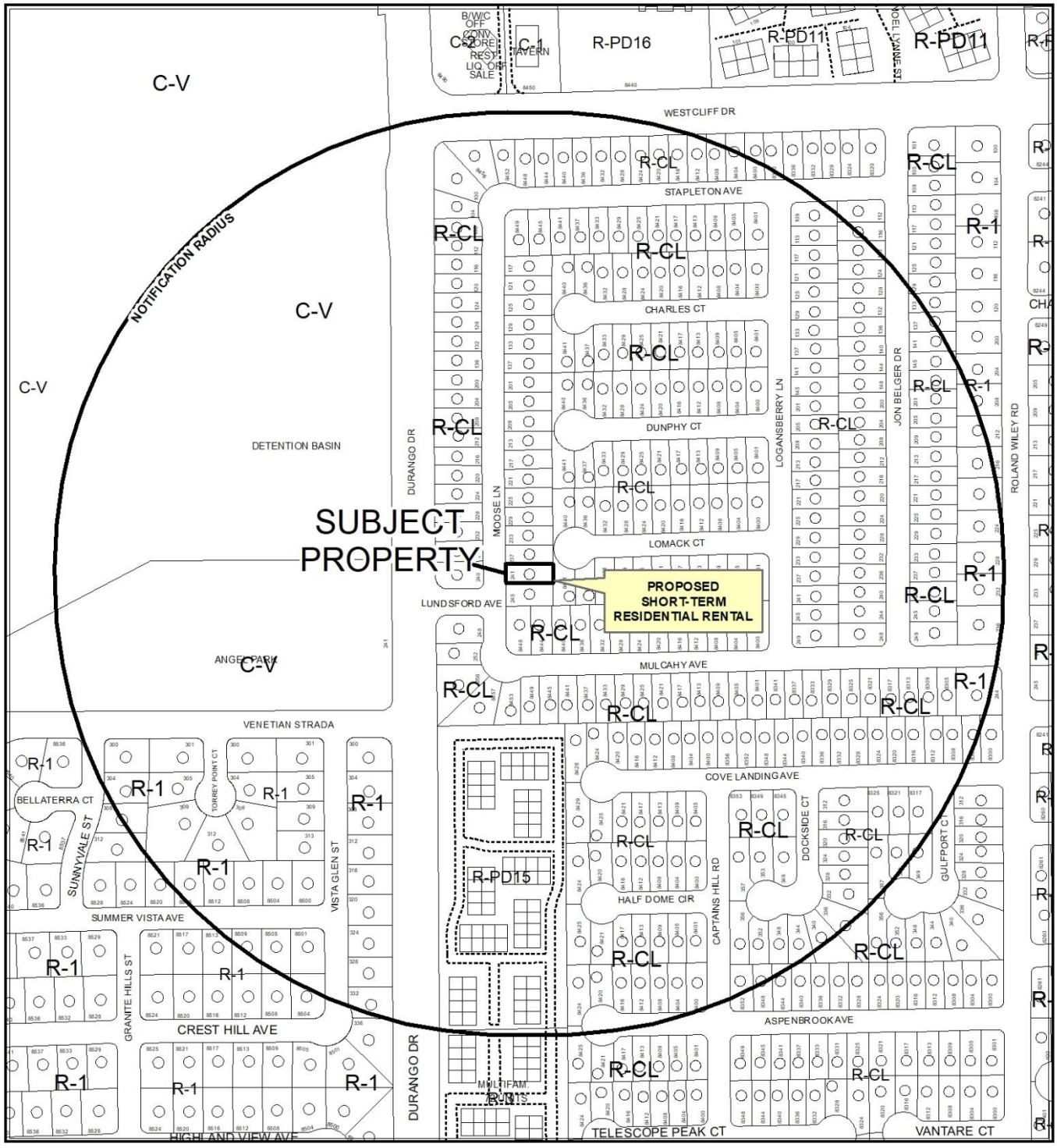
DEPARTMENT: PLANNING
DIRECTOR: ROBERT SUMMERFIELD ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-73117 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: CRAIG A. VANUS AND LORI G. VANUS - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 241 Moose Lane (APN 138-33-110-051), R-CL (Single Family Compact-Lot) Zone, Ward 2 (Seroka) [PRJ-73079]. The Planning Commission (4-1 vote) recommends DENIAL. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**16**	**Planning Commission Mtg.**	**1**
City Council Meeting	**14**	**City Council Meeting**	**3**

RECOMMENDATION:
The Planning Commission (4-1 vote) recommends DENIAL. Staff recommends APPROVAL, subject to conditions:

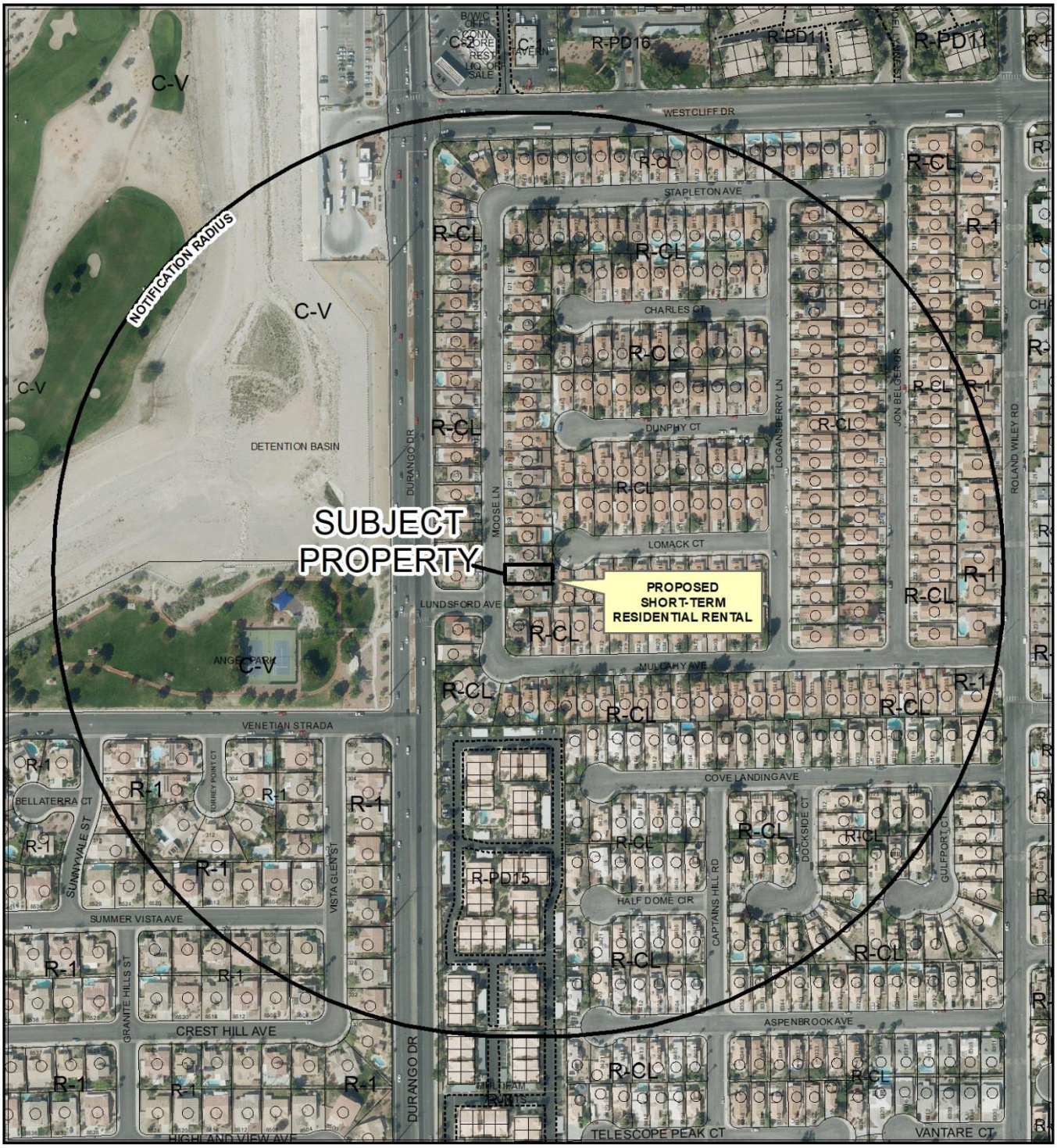
BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Protest Postcards
7. Backup Submitted from the July 18, 2018 City Council Meeting
8. Backup Submitted at the June 12, 2018 Planning Commission Meeting



CASE: **SUP-73117 (PRJ-73079)**

RADIUS: 1000 FEET

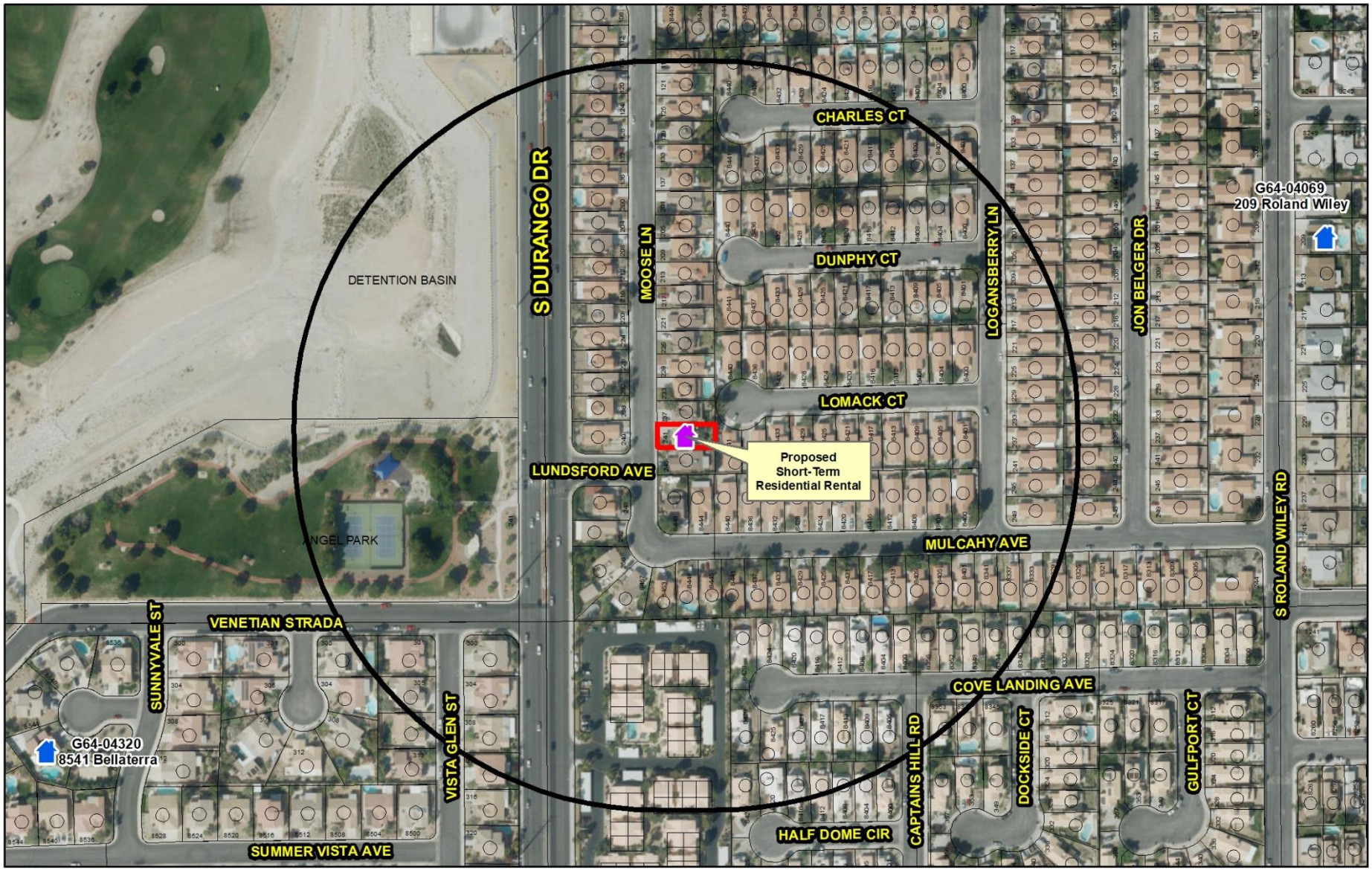
ZONING OF SUBJECT PROPERTY: R-CL (SINGLE FAMILY COMPACT-LOT)



CASE: **SUP-73117 (PRJ-73079)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-CL (SINGLE FAMILY COMPACT-LOT)



SUP-73117 (PRJ-73079)
Short-Term Residential Rental

Business Licence

- Existing Business Licence
- Pending Review
- Pending
- Proposed Special Use Permit
- Dual - Business License & Special Use Permit

Prohibited Areas

Art District	Skye Canyon
Symphony Park	Summerlin
Cliff"s Edge	Sun City
Grand Canyon Village	Town Center
Providence Square	West Summerlin
	Medical District

- City Limits
- Subject Property
- 660 ft 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, May 03, 2018

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 18, 2018
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CRAIG A. VANUS AND LORI G. VANUS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-73117	Staff recommends APROVAL, subject to conditions:	N/A

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 31

NOTICES MAILED 512 (By City Clerk)

PROTESTS 9

APPROVALS 1

JAB

**** CONDITIONS ****

SUP-73117 CONDITIONS

Planning

1. At such time as the property is put up for sale, the property owner shall voluntarily expunge the Special Use Permit.

2. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Short-Term Residential Rental use.

3. 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.

4. The use shall not include the rental or occupancy of an accessory structure (Class I or II), a tent, a trailer or a mobile unit.

5. Prior to the issuance of a Short-Term Residential Rental business license all inspections required by the City of Las Vegas must be approved.

6. All necessary business licenses shall be obtained in compliance with Title 6 prior to any rental activities.

7. 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.

8. 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.

9. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

Applicant is proposing to operate a Short-Term Residential Rental use within the existing single-family dwelling at 241 Moose Lane.

ISSUES

- Pursuant to Title 19.12, a Short-Term Residential Rental use is permitted in the R-CL (Single Family Compact-Lot) zoning district as a Conditional Use.
- Applicant will not comply with the owner occupied requirements of the conditional use regulations and therefore per Title 19.12.040 a Special Use Permit is requested.
- Applicant is required to schedule an inspection through the Department of Planning - Code Enforcement Division. The inspection must be approved prior to the issuance of the business license.

ANALYSIS

The property contains a single-family dwelling, is zoned R-CL (Single Family Compact-Lot), and is subject to Title 19 requirements. The dwelling contains three bedrooms per Clark County Assessor. The Short-Term Residential Rental definition specifically prohibits the rental or occupancy of an accessory structure (Class I or II), a tent, a trailer or a mobile unit. Staff included a recommended condition that has this restriction.

Short-Term Residential Rental use is permitted in the R-CL (Single Family Compact-Lot) zoning district as a Conditional Use. The proposed use would not meet the Conditional Use Regulations requiring it be owner occupied during each period the unit is rented; therefore, per Title 19.12.040 a Special Use Permit is requested.

Short-Term Residential Rental use is defined as “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 entire dwelling unit or one or more individual rooms within 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. For purposes of this Title, this use does not include the rental or occupancy of an accessory structure (Class I or II), a tent, a trailer or a mobile unit. In the case of a single parcel containing more than one

dwelling unit, each dwelling unit constitutes a separate short-term residential rental use." Per justification letter stamped 04/05/18, applicant intends to rent the house as a short-term residential rental, and will not occupy it while the unit is rented.

Minimum Special Use Permit Requirements for this use include (the requirements marked with an asterisk cannot be waived):

*1. The operator must obtain a business license to operate the use.

If this Special Use Permit is approved, the applicant will be required to obtain a business license prior to operating.

*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.

If a business license is issued for this Short-Term Residential Rental, it will be subject to license renewal and annual compliance review to ensure that all regulatory requirements continue to be met.

*3. The use must comply with the City's noise regulations as they apply to residential uses, as well as any applicable provisions of the Municipal Code that may pertain to odor nuisances.

The Code Enforcement Division will investigate noise and odor nuisance allegations and take enforcement action when appropriate. Reports of violations will be forwarded to the Business Licensing Division for action when appropriate.

*4. 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.

The Code Enforcement Division will investigate traffic and access obstruction allegations and take enforcement action when appropriate. Reports of violations will be forwarded to the Business Licensing Division for action when appropriate.

*5. 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 or other condition of approval 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.

If a business license is issued for this Short-Term Residential Rental, it will be subject to license renewal and annual compliance review to ensure that all regulatory requirements continue to be met.

*6. The use is allowed in the P-O, O, C-1, C-2 and C-PB Zoning Districts only in connection with the residential component of a mixed-use development or in a dwelling unit permitted as a legal nonconforming use.

This condition does not apply, as the site is not zoned P-O, O, C-1, C-2 or C-PB.

*7. The maximum occupancy of the residential dwelling unit shall not exceed the limits provided for in LVMC 6.75.090.

The Code Enforcement Division will investigate maximum occupancy allegations and take enforcement action when appropriate. Reports of violations will be forwarded to the Business Licensing Division for action when appropriate.

8. The use may not be located closer than 660 feet to any other Short-Term Residential Rental use (measured from property line to property line).

The proposed use meets this requirement, as the property is 1,099 feet from the nearest Short-Term Residential Rental use.

Additional parking for a Short-Term Residential Rental is only required if the unit has more than five bedrooms, at which point one additional space is required for every two additional bedrooms, or fractional portion thereof. The proposed Short-Term Residential Rental has three bedrooms and therefore is not required to provide additional parking.

The property is located in a residential neighborhood. The site meets distance separation requirements and the use can be conducted in a manner harmonious with existing surrounding land uses. Staff recommends approval subject to conditions.

FINDINGS (SUP-73117)

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 Short-Term Residential Rental use can be conducted in a manner harmonious and compatible with existing surrounding land uses. The property is located more than 660 feet from another Short-Term Residential Use.

2. **The site is physically suitable for the type and intensity of land use proposed.**

   The site is physically suitable as a Short-Term Residential Rental.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The proposed Short-Term Residential Rental use is accessed from Moose Lane, a 50-foot wide local street, which provides adequate access for 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 approval of the Special Use Permit on this subject property will be subject to conditions of approval, business license approval, and compliance inspections to assure it will not compromise the public health safety and welfare.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed Short-Term Residential Rental use complies with all Special Use Permit requirements listed in Title 19.12.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
06/12/18	The Planning Commission unanimously voted to recommend DENY a request for a Special Use Permit (SUP-73117) FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 241 Moose Lane (APN 138-33-110-051), R-CL (Single Family Compact-Lot) Zone, Ward 2 (Seroka) [PRJ-73079].

Most Recent Change of Ownership	
09/11/85	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
1985	The existing single family dwelling was constructed.

Pre-Application Meeting	
03/28/18	Staff conducted a pre-application meeting with the applicant where the submittal requirements and deadlines were reviewed for a proposed Short-Term Residential Rental use.

Neighborhood Meeting
A neighborhood meeting was not required.

Field Check	
05/03/18	During a routine field check, staff observed the single family dwelling. No signs of trash or debris.

Details of Application Request	
Site Area	
Net Acres	0.10

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family Detached Dwelling	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
North	Single Family Detached Dwelling	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
South	Single Family Detached Dwelling	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
East	Single Family Detached Dwelling	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
West	Single Family Detached Dwelling	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
No Applicable Special Area or Overlay Districts	N/A

Other Plans or Special Requirements	*Compliance*
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	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*
Moose Ln	Local Street	Title 13	50	Y

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-73117 APN: 138-33-110-051

Name of Property Owner: CRAIG + LORI VANUS

Name of Applicant: CRAIG AND LORI VANUS

Name of Representative: Self

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: CRAIG A VANUS

STATE OF Nevada
County of Clark

Subscribed and sworn before me by Craig A. Vanus

This 17th day of March 2018

Christy Brad Escobar

Notary Public in and for said County and State

PRJ-73079
04/05/18

NOTARY PUBLIC
CHRISTY BRAD ESCOBAR
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. FEB 4, 2022
No: 02-72878-1

Revised 03/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SPECIAL USE PERMIT

Project Address (Location) 241 MOOSE LANE LAS VEGAS, NV 89145

Project Name PREAPP2018-00920 **Proposed Use** Short Term Rental

Assessor's Parcel #(s) 138-33-110-051 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 0.10 **Lots/Units** 1 **Density** _____

Additional Information _____

PROPERTY OWNER CRAIG & LORI VANUS **Contact** _____

Address 241 MOOSE LANE **Phone:** _____ **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89145

E-mail Address Craig@Sonitrolnevada.com

APPLICANT same **Contact** _____

Address 241 MOOSE LANE **Phone:** 702-3761955 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89145

E-mail Address Craig@Sonitrolnevada.com

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* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name CRAIG A VANUS

STATE OF NEVADA
COUNTY OF CLARK

Subscribed and sworn before me by Craig A. Vanus

This 12th day of March, 20 18.

Christy Brad Escobar

Notary Public in and for said County and State

NOTARY PUBLIC
CHRISTY BRAD ESCOBAR
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. FEB 4, 2022
No: 02-72878-1

Revised 03/28/16

PRJ-73079
04/05/18

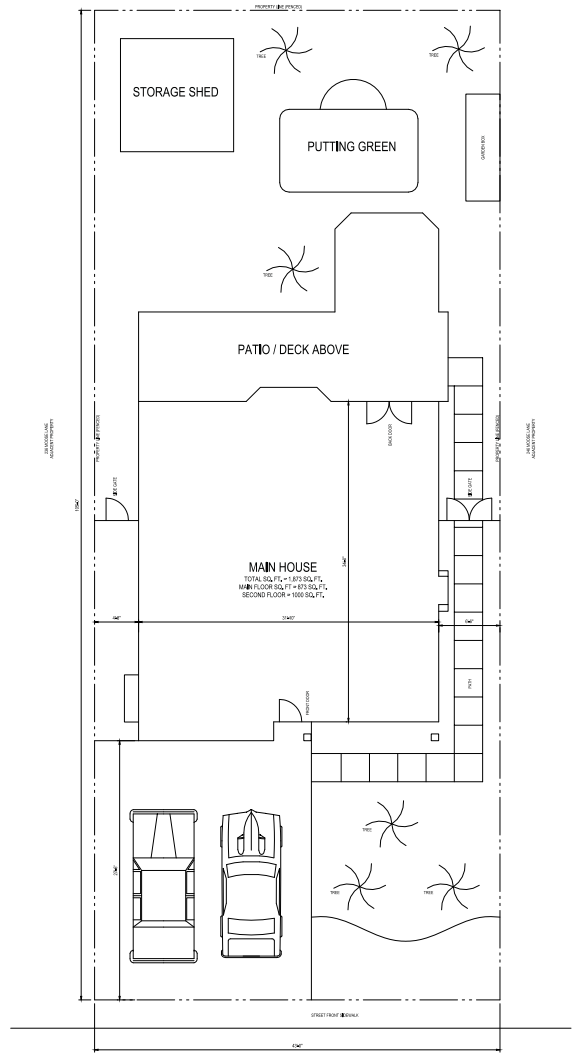
FOR DEPARTMENT USE ONLY

Case #	SUP-73117
Meeting Date:	
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.

GENERAL NOTES

1. XXXXX

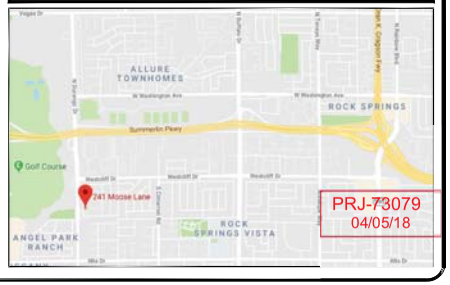


MOOSE LANE

1 241 MOOSE LANE HOUSE - SITE PLAN
SCALE: 3/16" = 1'-0"

PLAN NORTH

VICINITY MAP



PRJ-73079
04/05/18

RELEASE	DATE	BY	APP.	RELEASED FOR...
-	-	RV	CV	-

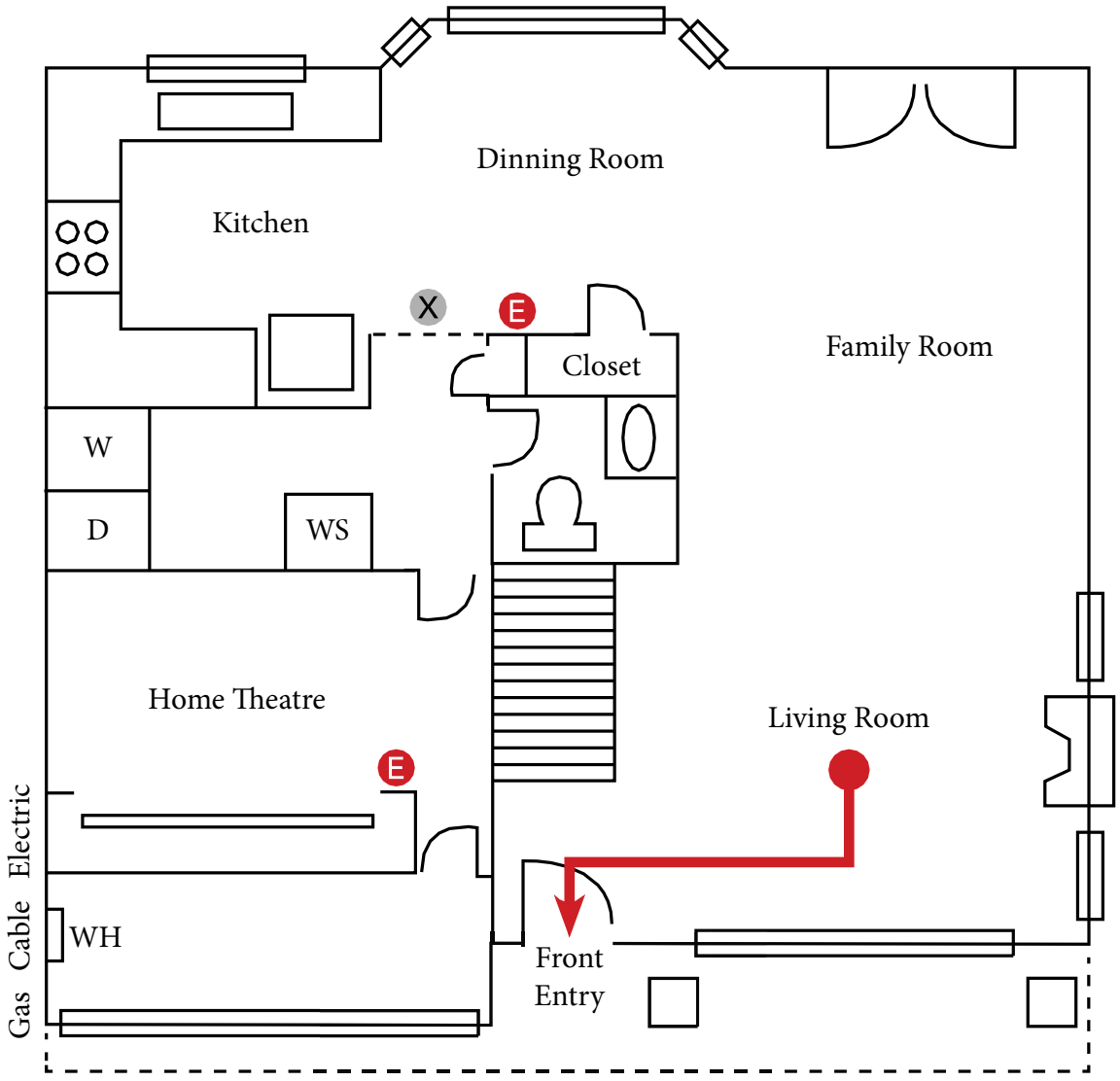
VANUS SITE PLAN
241 MOOSE LANE,
LAS VEGAS, NEVADA 89145

SITE PLAN LAYOUT
-

DRAWING NO.
C1.000
241-2018

SUP-73117

VANUS RESIDENCE



1ST FLOOR
FIRE EXIT PLAN

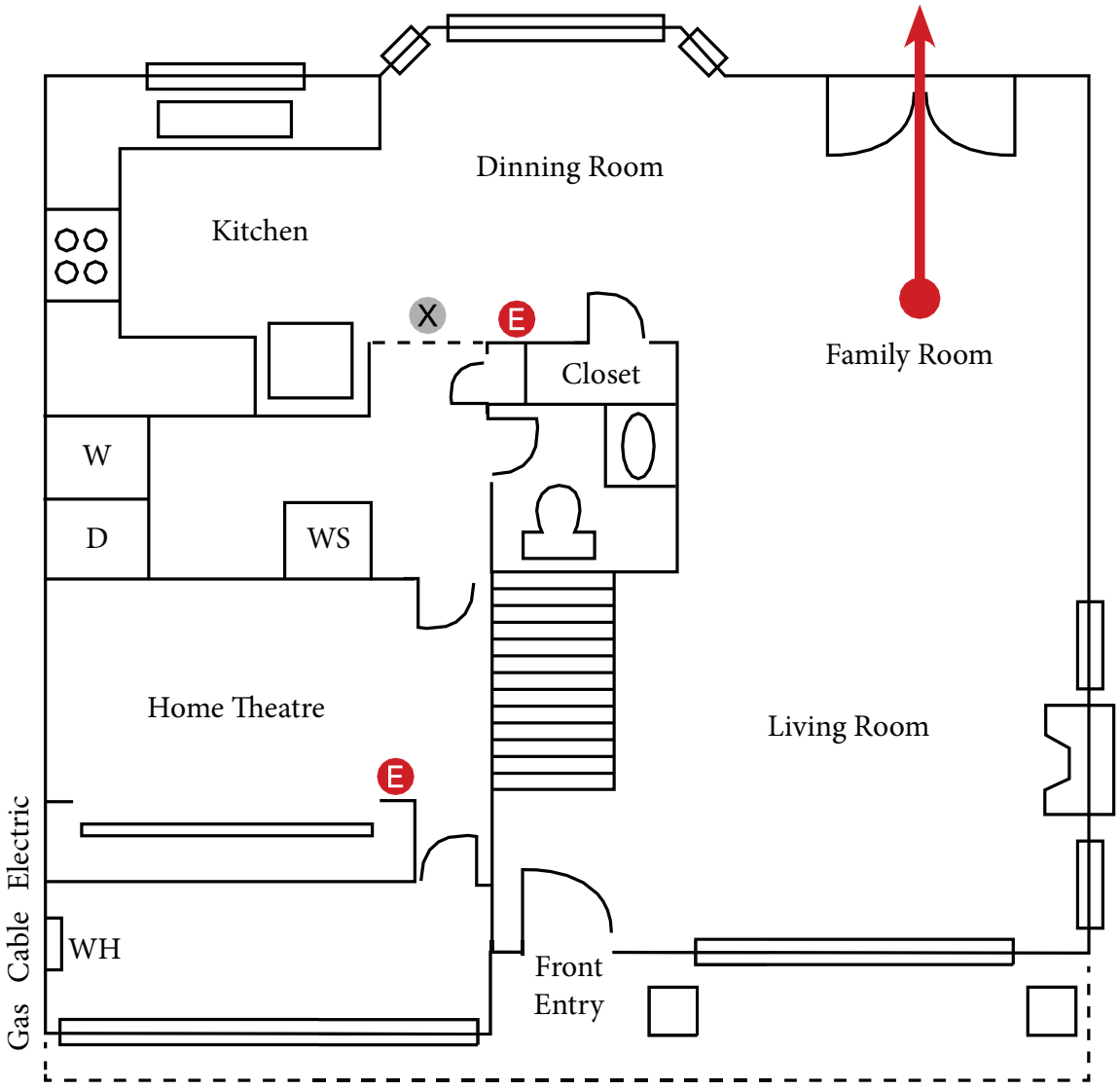
PRJ-73079
04/05/18

E Fire Extinguisher

X Smoke Detector

SUP-73117

VANUS RESIDENCE



1ST FLOOR

FIRE EXIT PLAN

PRJ-73079
04/05/18

E Fire Extinguisher

X Smoke Detector

SUP-73117

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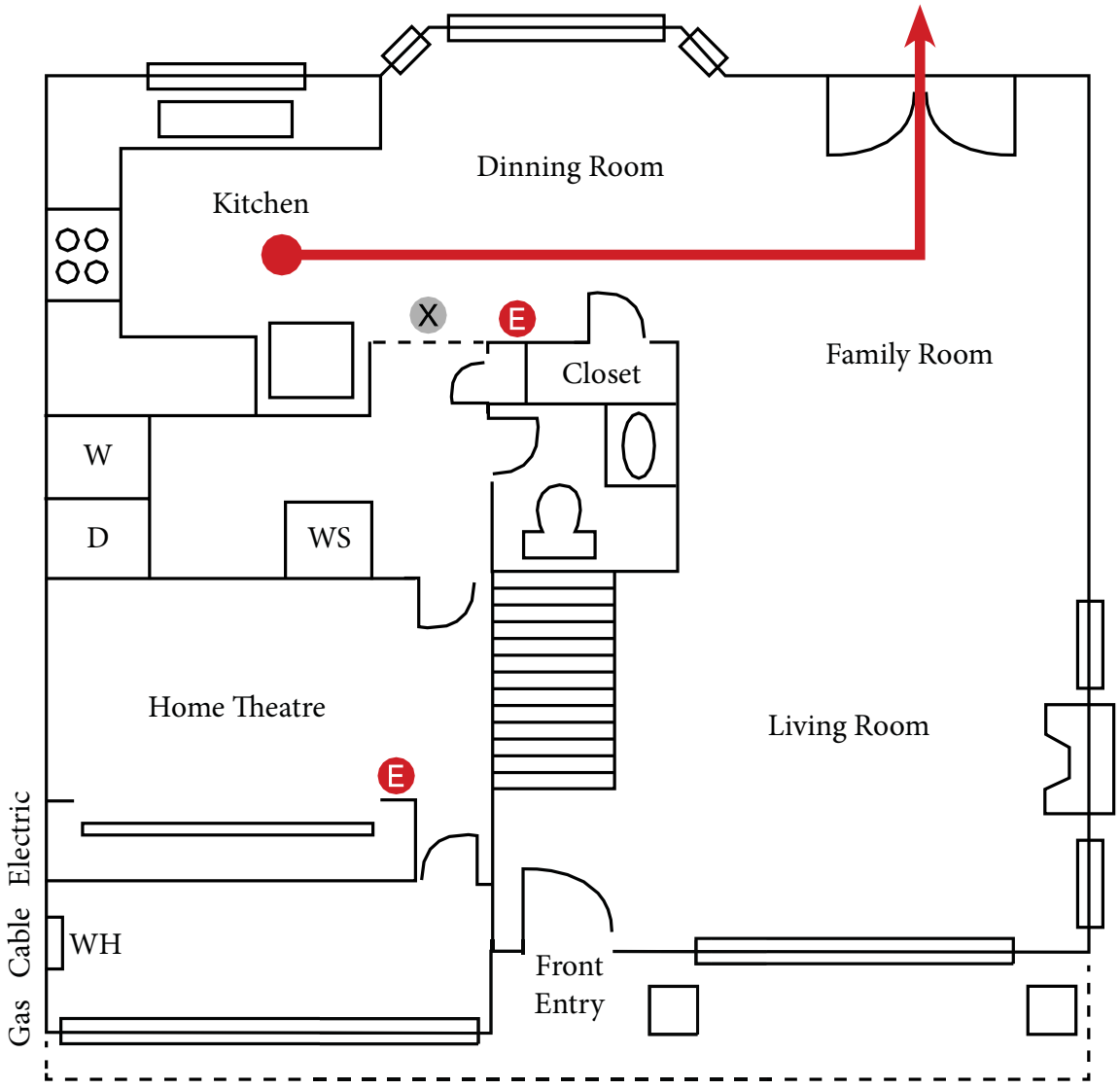


1ST FLOOR
FIRE EXIT PLAN

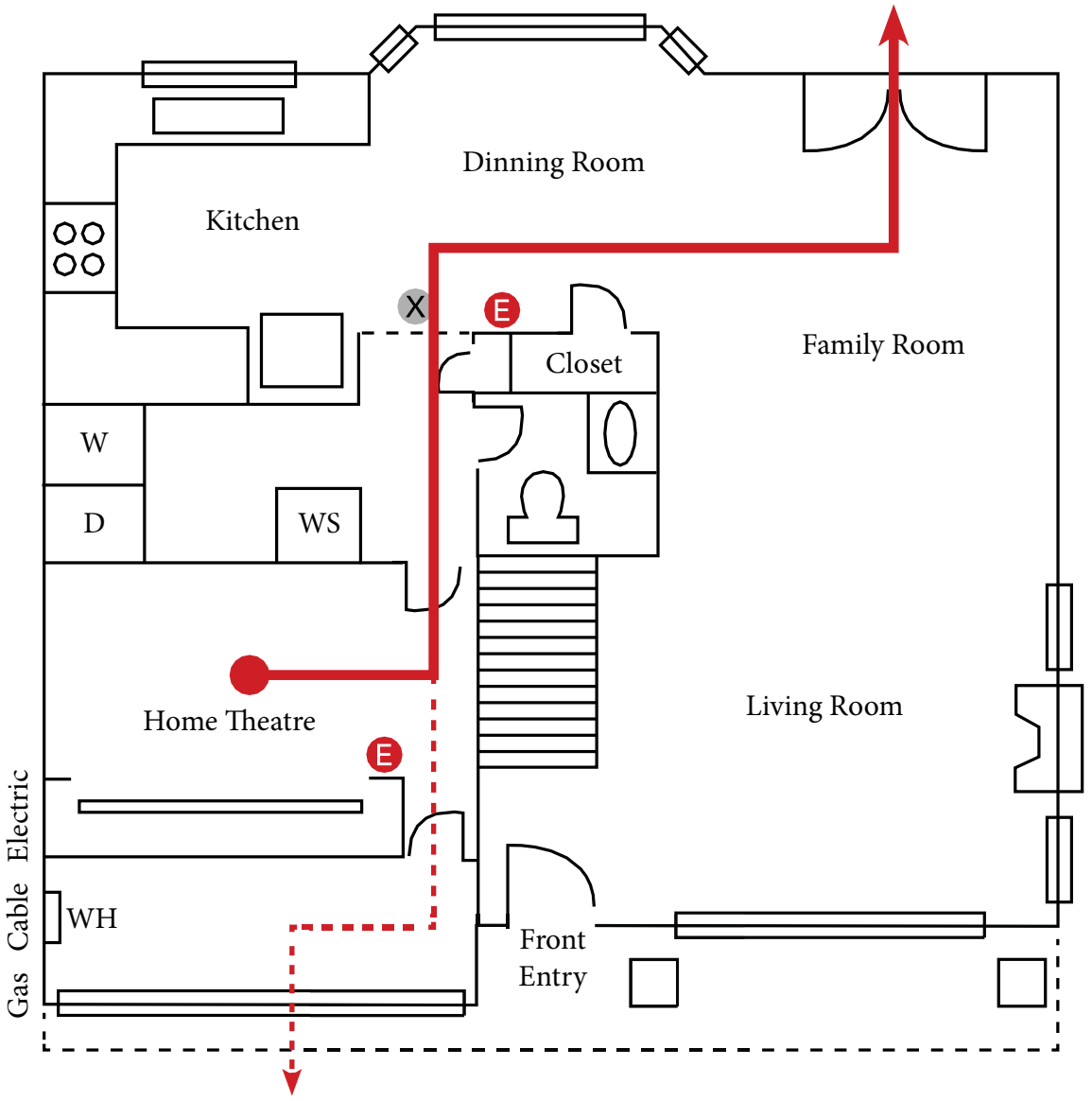
PRJ-73079
04/05/18

E Fire Extinguisher

X Smoke Detector

SUP-73117

VANUS RESIDENCE



1ST FLOOR
FIRE EXIT PLAN

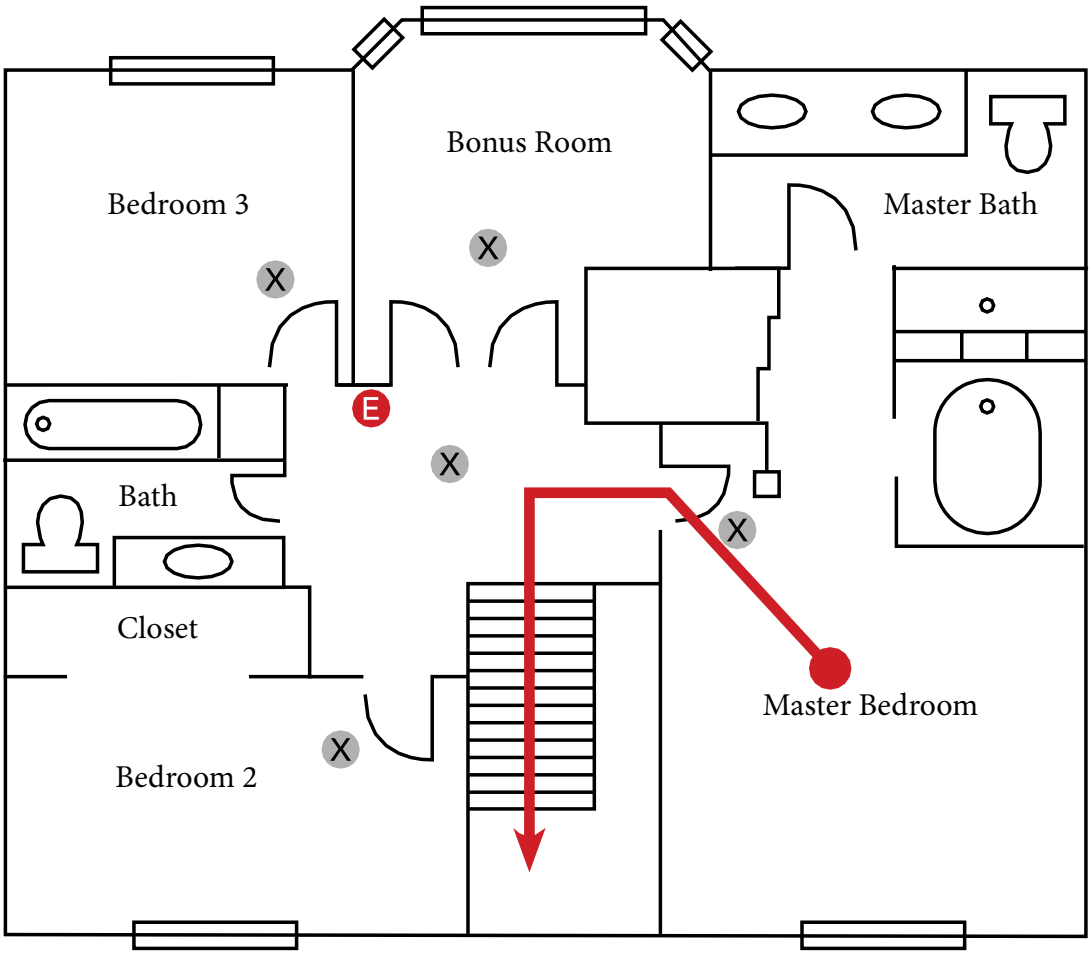
PRJ-73079
04/05/18

E Fire Extinguisher

X Smoke Detector

SUP-73117

VANUS RESIDENCE



2ND FLOOR FIRE EXIT PLAN

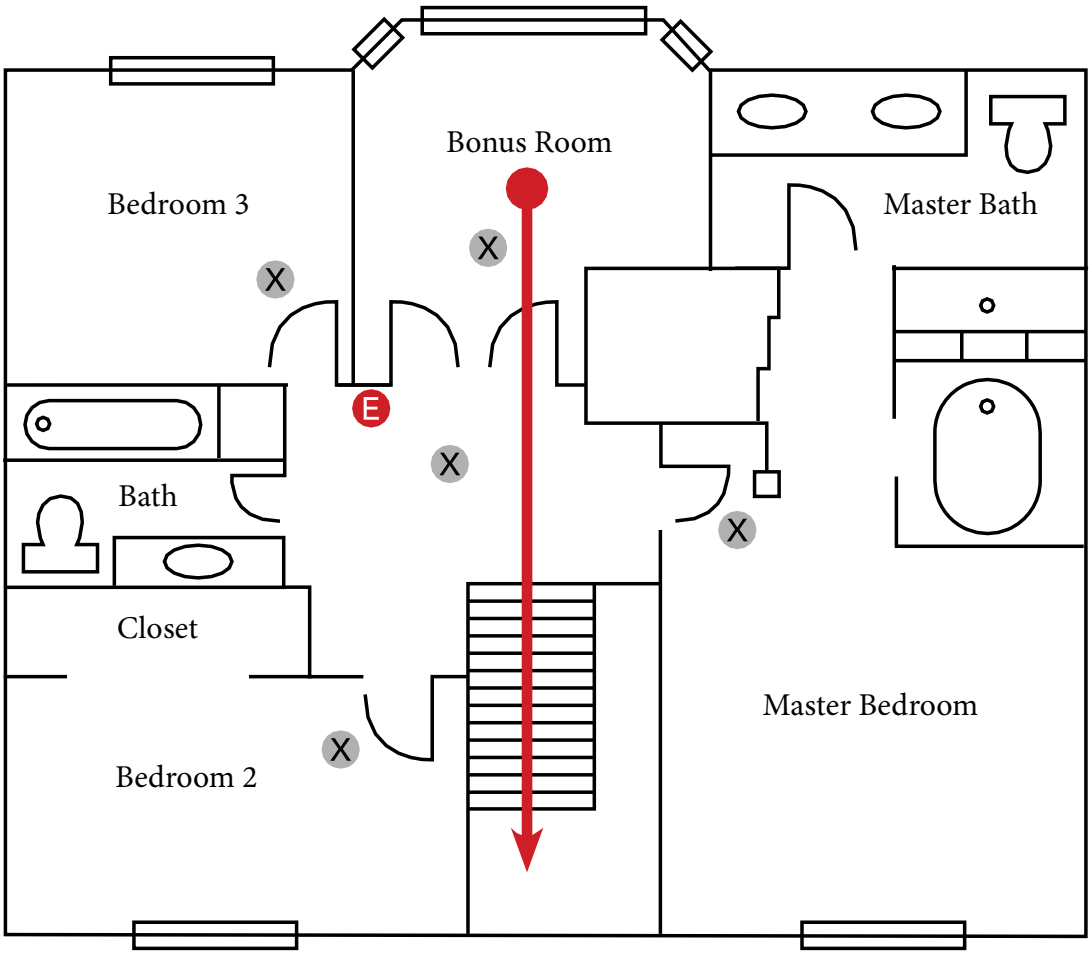
PRJ-73079
04/05/18

E Fire Extinguisher

X Smoke Detector

SUP-73117

VANUS RESIDENCE



2ND FLOOR FIRE EXIT PLAN

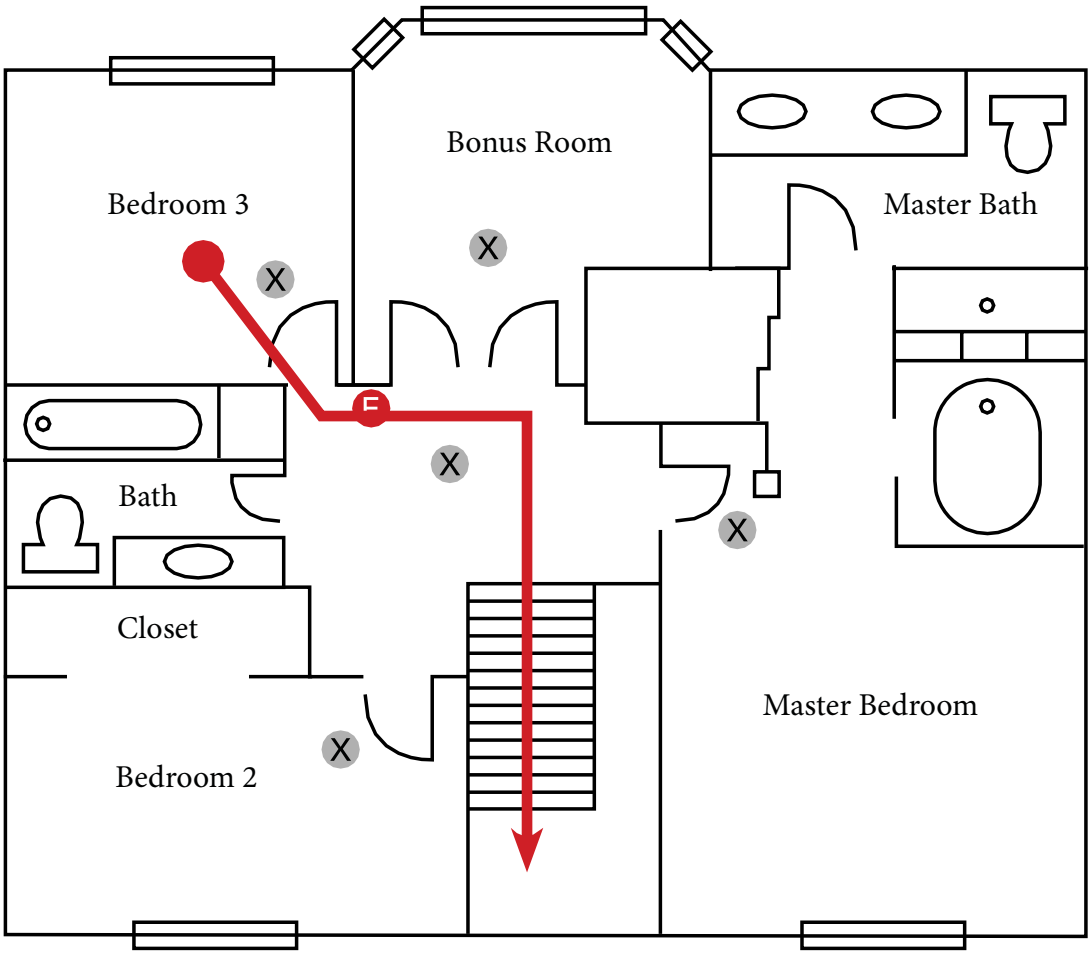
PRJ-73079
04/05/18

E Fire Extinguisher

X Smoke Detector

SUP-73117

VANUS RESIDENCE



2ND FLOOR FIRE EXIT PLAN

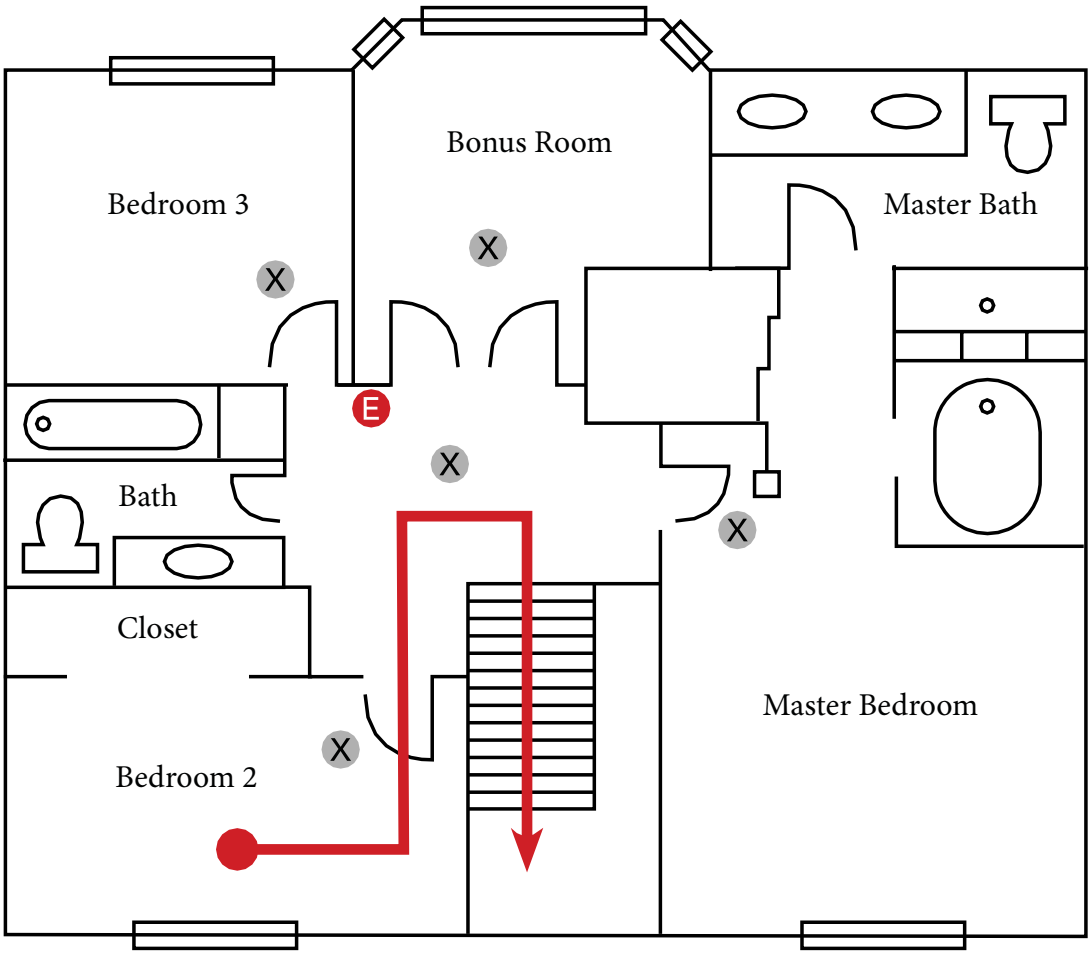
PRJ-73079
04/05/18

E Fire Extinguisher

X Smoke Detector

SUP-73117

VANUS RESIDENCE



2ND FLOOR FIRE EXIT PLAN

PRJ-73079
04/05/18

E Fire Extinguisher

X Smoke Detector

SUP-73117



SUP-73117 [PRJ-73079] - SPECIAL USE PERMIT - APPLICANT/OWNER: CRAIG A. VANUS AND LORI G. VANUS
241 MOOSE LANE

05/03/18

March 10, 2018

City of Las Vegas
Department of Planning
Planning Division, 1st Floor
Code Enforcement Division, 3rd Floor
Business Licesing Division, 6th Floor
333 N. Rancho Drive
Las Vegas, NV 89106

Re: Justification Letter for Short-term Residential Rental

To Whom It May Concern:

We, Craig and Lori Vanus, are making application for a special use permit for short-term rental (STR) about our 3 bedroom, 2.5 bathroom home located at 241 Moose Lane; Las Vegas, NV 89145. Our purpose in using our home as a STR, is to provide retirement income for our approaching retirement.

We are working to create an aesthetically pleasing property that increases property value of an aging neighborhood. The upkeep of landscape and structures for visitors should continue to enhance property values in the surrounding neighborhood. We plan to provide information for house guests about surrounding shops, businesses, venues, and restaurants to encourage shopping and dining in the surrounding areas to increase tourism spending locally.

With this STR we hope to provide an enjoyable experience that gives visitors a community experience as well as a comfortable accommodation. This short-term rental will include use of all household amenities for the comfort of guests. This will include use of furnishings, cookware, coffeemaker, towels, linens, laundry, etc. As any other business owner, we would be working towards returning guests.

We plan to abide by and follow city regulations established for short term rentals. We will provide the ability for 24-hour contact in the event of after-hour problems or concerns. The property will be professionally managed by Evolve Vacation Rental Services (EVRS) in Denver, CO. EVRS will screen guests to avoid unwanted or late night part activity.

In order to follow safety requirements outlined by the city, fire extinguishers have been installed where required. Smoke and carbon monoxide sensors have been installed in all sleeping areas including hallways. No accessory structures will be used for the purposes of dwelling or sleeping. We obtain the necessary insurance coverage for the home to be used as a STR. As the city requires, the next closest short term vacation rental is more than 660 feet away.

The owners, Craig and Lori Vanus, will be the license holders for which application is being made. And of course, collection and payment of room taxes as required by the state will be accounted and reported.

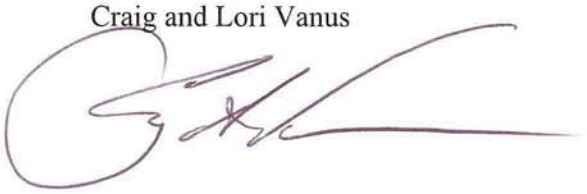
PRJ-73079
04/05/18

SUP-73117

If there are questions or if additional information is required, we may reach Craig Vanus by phone at (702) 376-1955 or by e-mail at craig@sonitrolnevada.com.

Sincerely,

Craig and Lori Vanus



PRJ-73079
04/05/18

SUP-73117

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2018 JUL -9 A 6:49

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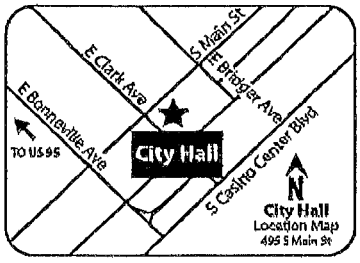

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-73117

City Council Meeting of 7/18/2018

Case: SUP-73117
13833110009
145-WAKITA JITSUO WAYNE LIVING T
WAKITA JITSUO WAYNE TRS
8416 STAPLETON AVE
LAS VEGAS NV 89145-4758

133 FROMP1 89145

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2018 JUL 18 P 12:59

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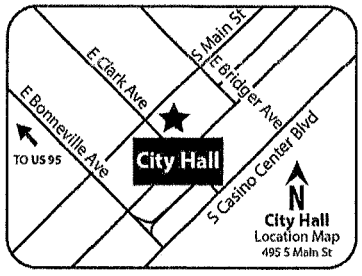
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-73117
City Council Meeting of 7/18/2018

Case: SUP-73117
13833211025
265-DHARMAN PAUL DHIRA
TJIOOK JANA B
2753 W 235TH ST
TORRANCE CA 90505-4206

2 FROM 1 9050S

From: noreply@formstack.com <noreply@formstack.com>
Sent: Sunday, July 1, 2018 9:16 PM
To: Ward 2 Staff <ward2@LasVegasNevada.GOV>
Subject: CLV Website Contact Form: Ward 2

Formstack Submission For: Contact The City

Submitted at 07/01/18 9:16 PM

Who to contact?:	Ward 2
Your name:	Craig A Vanus and Lori G. Vanus
Comments:	We will be meeting with City Council July 18 to request approval for SUP #73117 PRJ-73079. We have a (2) minute video presentation to submit at time of hearing. Is it appropriate to present a video tour and business plan of our Short Term Vacation Rental to the council at that time? Does the city have a way to tie into audio/video to play on monitors for the council? Please advise as we are about to begin filming production. Thank You. Craig & Lori Vanus
Phone:	(702) 376-1955
Email:	craig@sonitrolnevada.com

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Formstack, 8604 Allisonville Road, Suite 300, Indianapolis, IN 46250

--
Craig Vanus
Sonitrol of Nevada
702-384-7400 ext.109

We would like to meet with Councilman Seroka when he is available after July 25th and before City Council meeting August 1st. What is the process required to have our SUP placed in abeyance until the next City Council meeting on August 1, 2018? Please advise, Thank you!

Craig Vanus
702-376-1955

On Mon, Jul 2, 2018 at 11:46 AM, Marc Newman <mnewman@lasvegasnevada.gov> wrote:

Hello Mr. & Mrs. Vanus,

Thank you for emailing the Ward 2 office of Councilman Steven Seroka regarding your application for a special use permit for a short term rental.

I did check with the audio visual supervisor, a brief video is allowed to be shown to support your application. This video would need to be received and reviewed by the Public Information Office prior to being permitted. The supervisor did mention that MP-4 is preferred but they would try to work around any video format that is submitted.

It is highly recommended that you speak with the presiding Council Representative for the area of the application prior to coming in to address the full Council. Councilman Seroka will not be here the day of the July 18th Council meeting, but will be in attendance for the August 1st Council meeting.

We have the ability to schedule a meeting for you with the Councilman on July 25th in the afternoon. That would unfortunately be the soonest appointment we have available.

It would be your choice to present your application to the Council as scheduled on July 18th without meeting with Councilman Seroka prior to your presentation, or the application could be abeyed until the August 1st Council meeting so you can meet with him prior to presenting your application?

Please let me know.

Thank you,

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2018 JUL 10 P 1:35

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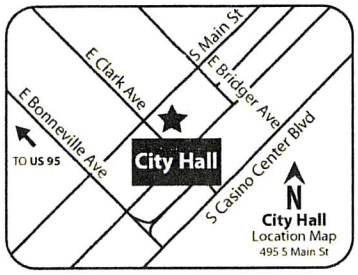

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-73117
City Council Meeting of 7/18/2018

Case: SUP-73117
13833111077
237-PINJUV DAWNA R
8404 LOMACK CT
LAS VEGAS NV 89145-4738

133 FRDGNP1 89145

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2018 JUL 10 P 1:33

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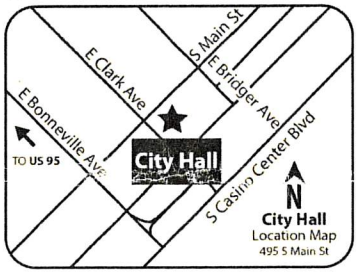
Official Notice of Public Hearing



There are enough short term rentals in Las Vegas - they are called Motels / Hotels & are not located in residential areas! I do not want my property value decreasing because of this short term rental in my neighborhood!!

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

Absolutely NO!!!

Please use available blank space on card for your comments.

SUP-73117
City Council Meeting of 7/18/2018

Case: SUP-73117
13833111128
228-KONE ROBERT R JR & SANDRA L
8309 MULCAHY AVE
LAS VEGAS NV 89145

Submitted after final agenda

151

133 FRDGNP1 89145

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2018 JUL 10 P 1:33

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-73117
City Council Meeting of 7/18/2018

Case: SUP-73117
13832610042
361-NICHOLSON 1978 TRUST
NICHOLSON FRANK W & LOIS M TRS
312 SUNNY VALE ST
LAS VEGAS NV 89145-4847

133 FRDGNP1 89145

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2018 JUL 10 P 1:33

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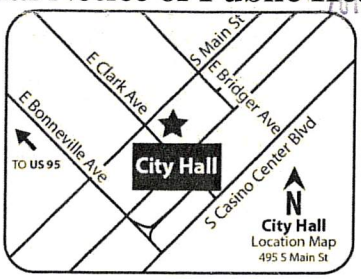
Official Notice of Public Hearing



We do not want short term Rentals in our residential area.

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-73117
City Council Meeting of 7/18/2018

13833211002 Case: SUP-73117
50-EMRY KEVIN P & ALIDA J
8320 COVE LANDING AVE
LAS VEGAS NV 89145-4796

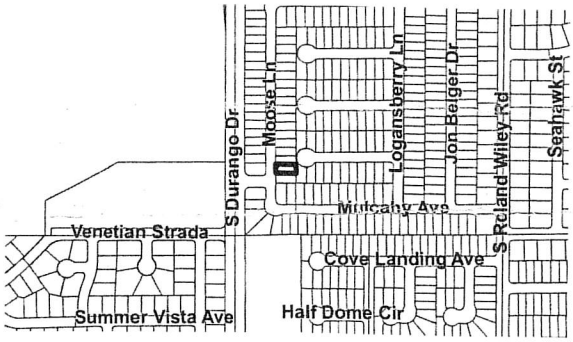
133 FRDCNP1 89145

Application Information

SUP-73117 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: CRAIG A. VANUS AND LORI G. VANUS - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 241 Moose Lane (APN 138-33-110-051), R-CL (Single Family Compact-Lot) Zone, Ward 2 (Seroka) [PRJ-73079]. The Planning Commission (4-1 vote) recommends DENIAL. Staff recommends APPROVAL.

Do not approve this permit.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: City Council
Date: July 18, 2018
Time: 1:00 P.M.
Location: City Council Chambers
495 South Main Street, 2nd Floor
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, please call (702) 229-6311 (TTY 7-1-1). **Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.**

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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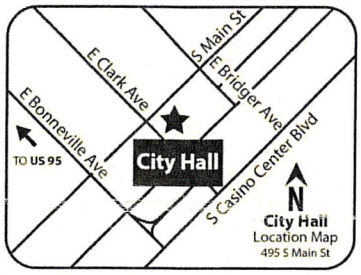
2018 JUL 10 P 1:33

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-73117
City Council Meeting of 7/18/2018

Case: SUP-73117

13832610035
312-CORCORAN HUGH M
8504 SUMMER VISTA AVE
LAS VEGAS NV 89145-4844

133 FRDCMP1 89145

Application Information

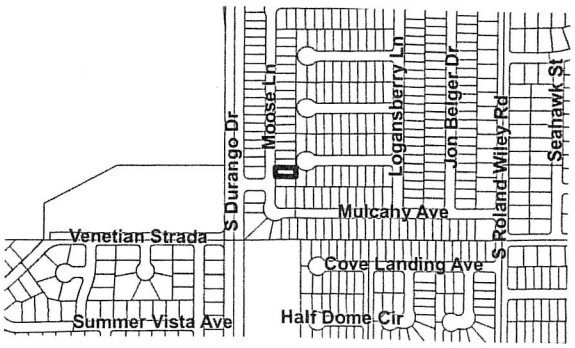
SUP-73117 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: CRAIG A. VANUS AND LORI G. VANUS - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 241 Moose Lane (APN 138-33-110-051), R-CL (Single Family Compact-Lot) Zone, Ward 2 (Seroka) [PRJ-73079]. The Planning Commission (4-1 vote) recommends DENIAL. Staff recommends APPROVAL.

THIS IS THE THIRD REQUEST FOR THESE SHORT TERM PRIVATE RESIDENTIAL RENTALS I HAVE LEAVED HERE FOR 19 YEARS

I APPOSE THEAR REQUESTS

THANK YOU

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	July 18, 2018
Time:	1:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor 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, please call (702) 229-6311 (TTY 7-1-1). **Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.**

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Las Vegas, Nevada 89101

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2018 JUL 13 P 12:37

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Let's keep our neighborhood a quiet family atmosphere. No one wants strangers coming in + out regularly. One reason I bought my house is be

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Case: SUP-73117

13833110130
147-KALISH ALICE E
8900 VALJEAN AVE
NORTH HILLS CA 91343

☐ I SUPPORT this Request
☒ I OPPOSE this Request

its a quiet neighborhood NO short term rentals

Please use available blank space on card for your comments.

SUP-73117
City Council Meeting of 7/18/2018

98 FRDGNP1 91343

Submitted after final agenda

151

City of Las Vegas
Office Of The City Clerk
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Las Vegas, Nevada 89101

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2018 JUL 16 P 12:12

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-73117
City Council Meeting of 7/18/2018

It is a quiet family neighborhood

89 FROGNP1 89102

Case: SUP-73117
13833111106
205-LEVY LOIS FAMILY TRUST
LEVY LOIS TRS
2011 PLAZA DE CIELO
LAS VEGAS NV 89102-4016

Submitted after final agenda

151

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2018 JUL 12 P 4:29

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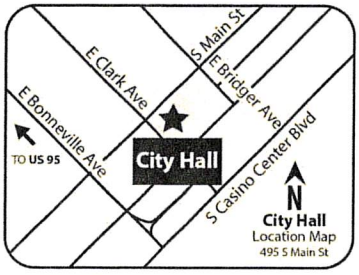
Dept of Planning
City of Las Vegas



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-73117
City Council Meeting of 7/18/2018

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2018 JUL 12 P 4:17

Case: SUP-73117

13833110050
284-LEONE ERIKA REVOCABLE TRUST
LEONE ERIKA TRS
245 MOOSE LN
LAS VEGAS NV 89145-4749

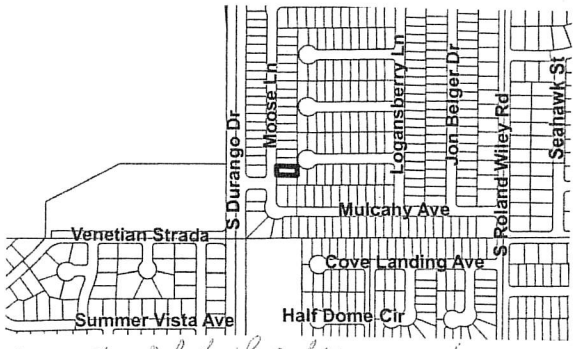
133 FRDGNP1 89145

Application Information

SUP-73117 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: CRAIG A. VANUS AND LORI G. VANUS - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 241 Moose Lane (APN 138-33-110-051), R-CL (Single Family Compact-Lot) Zone, Ward 2 (Seroka) [PRJ-73079]. The Planning Commission (4-1 vote) recommends DENIAL. Staff recommends APPROVAL.

There was a note on the Mail box, that People should not send the cards in, they will explain. Nobody has contacted me. One incident happened, that my neighbor Dan, a truck backing into my drive way, with 3 Men in there, probably not to say Hello to me. I was called and ask if I am OK. My house was broken in + robbed before. The RENTER from IOWA is No bother But what happends if the Land Lord is out of Town. Who guarantees my safty.

Application Location



I am an old Lady, and Handy capped. Thank you

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Public Hearing Information

Meeting:	City Council
Date:	July 18, 2018
Time:	1:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor Las Vegas, Nevada

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P.S. The sign brought a lot of people into the neighborhood I wrote to you before

Submitted after final agenda
(5)

Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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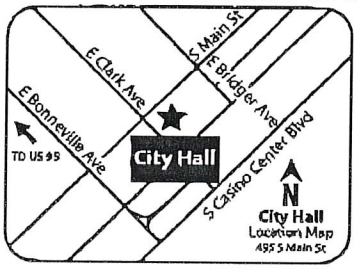
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-73117
City Council Meeting of 7/18/2018

Case: SUP-73117
13833110134
102-FILLMORE ROBERT JR & WENDY
129 LOGANSBERRY LN
LAS VEGAS NV 89145-4764

133 FRDCNP1 89145

Submitted after final agenda
151

P 1/1

8475404067 >>

2018-07-09 09:34 KITCHEN

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-73117

City Council Meeting of 7/18/2018

13833224024 Case: SUP-73117
23C-CHIOVARI LOU & ANTOINETTE
[redacted] 25 25 RFD
LONG GROVE IL 60047-0025

130 FRDGNP1 60047

ity of Las Vegas
ffice Of The City Clerk
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as Vegas, Nevada 89101

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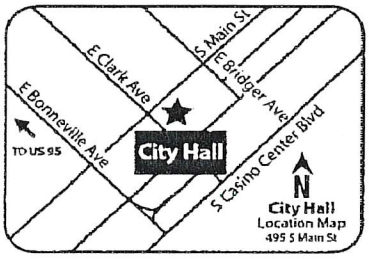

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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UP-73117
ity Council Meeting of 7/18/2018

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2018 JUL 16 A 8:08

Case: SUP-73117
13833224027
97C-S & J INVESTMENTS L L C
8600 HIGHLAND VIEW AVE
LAS VEGAS NV 89145

133 FRONT 89145

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ity of Las Vegas
ffice Of The City Clerk
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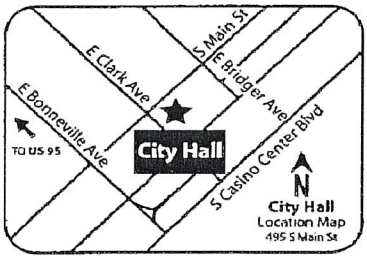

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

lease use available blank space on card for your comments.
UP-73117
ity Council Meeting of 7/18/2018

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2018 JUL 16 A 8:08

Duplicate

Case: SUP-73117
13833224027
26C-S & J INVESTMENTS L L C
8600 HIGHLAND VIEW AVE
LAS VEGAS NV 89145

133 FRONT 89145

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
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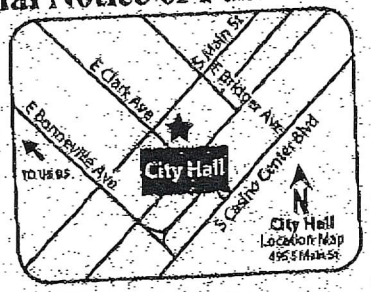

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-73117
City Council Meeting of 7/18/2018

Case: SUP-73117
13833110042
252-SHANNON KATHLEEN REVOCABLE L
SHANNON KATHLEEN TRS
252 MOOSE LN
LAS VEGAS NV 89145-4747

133 FRDGHP1 89145

July 11, 2018

City Council

City of Las Vegas

Las Vegas, NV 89101

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2018 JUL 16 A 8:03

Dear Members,

My name is Kathleen Shannon and I live at 252 Moose Lane, Las Vegas, NV 89145. I am writing to register my opposition to SUP-73117, a Special Use Permit for a Proposed Short-Term Residential Use at 241 Moose Lane (Single Family *Compact Lot*). We have a quiet neighborhood here, full of families taking their kids and dogs past this proposed rental house on a daily basis to get to the park. This Permit, if approved, will add a commercial element to a residential area and bring a constant stream of strangers into the life of our community. You would not allow a mechanic to open a repair shop or a beautician to open a beauty shop in a residential area. Then, WHY would you allow a "*mini-Motel 6*" to open in our neighborhood?

I understand that the owners want to make as much money as they can but does it have to be at the neighborhood's expense? No one comes to Las Vegas for a quiet weekend. They come to party! Tourists coming to Vegas feel free to do things here that they would never do in their own homes. These owners know nothing about the tourists they will be renting to other than the fact at least one of them has good credit rating. And these owners will not be here to deal with all the problems and comings and goings at all hours. It is the neighborhood that will be left to deal with the problems these strangers will bring. And yes, we all know that there will be problems.

A long term rental would allow a renter a chance to become part of the community. They would have regular comings and goings and we would recognize them as belonging. We should all be entitled to a residential area where we can feel safe. But a short term rental just brings a constant stream of unknowns, strangers in and out of the neighborhood, 24 hours a day, and 7 days a week. The area we live in is not located anywhere near the things that tourists come to Las Vegas to see and do. That's the reason why we bought here. We wanted to be far from the maddening crowd. We are all entitled to a commercial-free quiet residential neighborhood in which to live and raise our kids. Our lives have to be factored in to this issue somewhere. Just because the owners can meet all the City's requirements doesn't mean it has to be.

Thank you for your consideration,

Kathleen M Shannon

Kathleen Shannon

252 Moose Lane

Las Vegas, NV 89145

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2018 JUL 10 P 1:33

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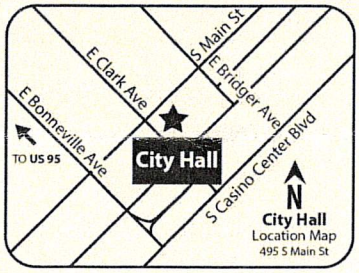

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-73117
City Council Meeting of 7/18/2018

Case: SUP-73117
13833110059
198-FERNELIUS JAMES E & CHERRINE
FERNELIUS JAMES E TRS
209 MOOSE LN
LAS VEGAS NV 89145-4751

133 FRDCNP1 89145

Submitted after final agenda
151

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2018 JUL 11 P 1:43

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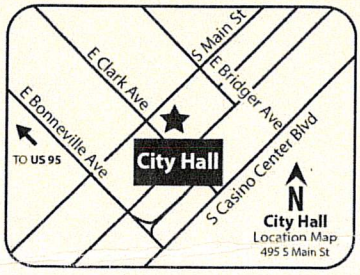

We strongly support this application.

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

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SUP-73117
City Council Meeting of 7/18/2018

Case: SUP-73117
13832610050
368-ESCOBAR CHRISTY BRAD & CORIN
308 TORREY POINT CT
LAS VEGAS NV 89145-4848

133 FRDGNP1 89145

Submitted after final agenda

161

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Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2018 JUL 13 P 12:27

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Case: SUP-73117

13833211007
283-MCCLINTIC WAYNE E & NENITA M
8300 COVE LANDING AVE
LAS VEGAS NV 89145-4796

☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-73117
City Council Meeting of 7/18/2018

133 FRDCNP1 89145

Submitted after final agenda

151

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ice Of The City Clerk
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Vegas, Nevada 89101

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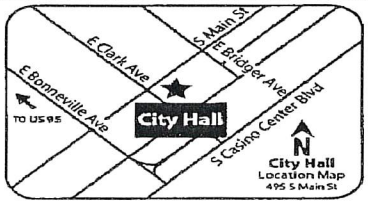

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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P-73117

y Council Meeting of 7/18/2018

2018 JUL 10 A 11:37

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Case: SUP-73117

13833110022
~~25-MARTINEZ SOFIA LUQUIN~~
6308 BRANDYWINE WAY
LAS VEGAS NV 89107-3432

Rosa Jael Coreas
Damaris Guzman

97 FRDGNP1 89107

Not Included in Count

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

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If you would like to contact your Council Representative, please call (702) 229-6405.

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SUP-73117 [PRJ-73079]
Planning Commission Meeting of **6/12/2018**

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Dept of Planning
City of Las Vegas

Case: SUP-73117
13833110087
FISCHER JOHN L III
8424 CHARLES CT
LAS VEGAS NV 89145-4784

133 DRDCNP1 89145

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☒ I OPPOSE this Request

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SUP-73117 [PRJ-73079]

Planning Commission Meeting of **6/12/2018**

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Dept of Planning
City of Las Vegas

Case: SUP-73117

13833110130
KALISH ALICE E
8900 VALJEAN AVE
NORTH HILLS CA 91343

98 DRDCNP1 91343

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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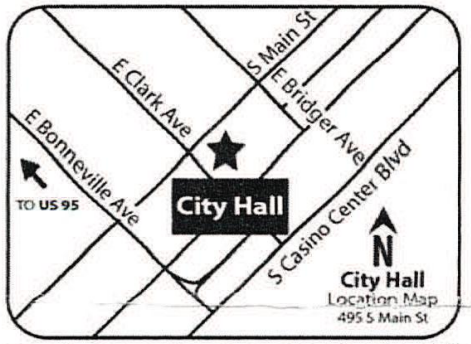

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City of Las Vegas

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-73117 [PRJ-73079]
Planning Commission Meeting of **6/12/2018**

Case: SUP-73117
13832610035
CORCORAN HUGH M
8504 SUMMER VISTA AVE
LAS VEGAS NV 89145-4844

133 DRDGNP1 89145

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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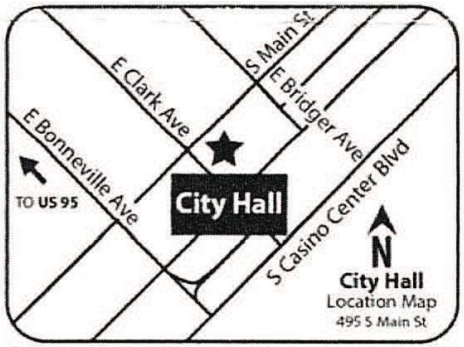

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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SUP-73117 [PRJ-73079]

Planning Commission Meeting of **6/12/2018**

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Dept of Planning
City of Las Vegas

Case: SUP-73117

13832610048
HERMAN FREDERICK F & DEBORAH S
309 TORREY POINT CT
LAS VEGAS NV 89145-4849

133 DRDCNP1 89145

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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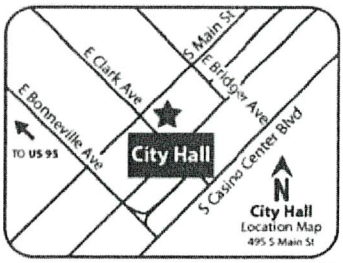

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City of Las Vegas

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-73117 [PRJ-73079]
Planning Commission Meeting of **6/12/2018**

Case: SUP-73117
13833111072
WAKEFIELD TRUST
WAKEFIELD GREGORY & VIRGINIA TRS
461 QUAIL CT
CHULA VISTA CA 91911

142 DRDQNP1 91911

Submitted after final agenda
Date 6/6/18 Item 94P

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-73117 [PRJ-73079]
Planning Commission Meeting of **6/12/2018**

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Department of Planning
City of Las Vegas

Case: SUP-73117
13832610043
POULOS CHRISTINE REVOCABLE LIVIN
POULOS CHRISTINE TRS
308 SUNNYVALE ST
LAS VEGAS NV 89145-4847

133 DRDGNP1 89145

Submitted after final agenda
Date 6/11/18 Item 94P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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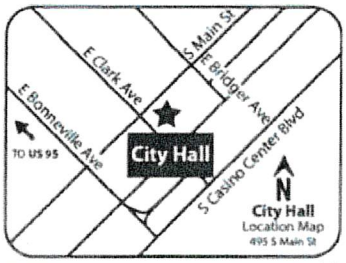

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-73117 [PRJ-73079]

Planning Commission Meeting of **6/12/2018**

Case: SUP-73117

13832610029
SMITH 1981 TRUST
SMITH GERILD A & OLLINE S TRS
300 VISTA GLEN ST
LAS VEGAS NV 89145-4836

133 DRDGNP1 89145

94P

Nora Lares

From: noreply@formstack.com
Sent: Sunday, June 10, 2018 1:03 PM
To: Planning Comments
Subject: Planning Application Comments Form

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Dept of Planning
City of Las Vegas

Formstack Submission For: Planning Application Comments Form_2018

Submitted at 06/10/18 1:02 PM

Planning Application Number:	SUP-73117 [PRJ-73079]
Position:	I Oppose
Name:	Robert & Sandra Kone
Residential or Business Address:	8309 Mulcahy Avenue Las Vegas, NV 89145
Phone:	(702) 243-0882
Email:	rskone2@hotmail.com
Comments:	We have no room in this neighborhood for a home with potential all night parties or crime. This neighborhood is undergoing a face lift for the better and if this is allowed, it will more than likely decrease our property values of which has been increasing since a lot of these homes in this neighborhood have been purchased and lived in by the owners and not renters. Please don't allow the homeowner to mess this up.

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94P

Nora Lares

From: noreply@formstack.com
Sent: Sunday, June 10, 2018 5:46 PM
To: Planning Comments
Subject: Planning Application Comments Form

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JUN 1 2 2018
Dept of Planning
City of Las Vegas

Formstack Submission For: Planning Application Comments Form_2018
Submitted at 06/10/18 5:45 PM

Planning Application Number:	SUP-73117
Position:	I Oppose
Name:	Mattie Cummins
Residential or Business Address:	10400 Beautiful Fruit St Las Vegas , NV 89183
Email:	mattisonc@gmail.com
Comments:	I believe the property in question would be a great thing for the community and the owners. As a traveler who has utilized several short term rental properties, I believe these types of properties offer a great solution for people who travel with families and pets that might not otherwise be accommodated at typical hotels. I strongly support this property!

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Formstack, 8604 Allisonville Road, Suite 300, Indianapolis, IN 46250

SUP

Nora Lares

From: Maria Jose Norero
Sent: Tuesday, June 12, 2018 10:48 AM
To: Nora Lares
Cc: Susan Finucan; Felipe Ortiz
Subject: Opposition phone calls regarding planning commission

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JUN 12 2018
Dept of Planning
City of Las Vegas

Nora,

Bob Bellis
1269 S 8th Street
Opposed to
Item 66, 94, 95, 104

Ron Ripp
823 Park Paseo
Opposed to:
Item 66,95,104

Mario Pallock
Opposed to 104
He lives in park paseo but I am forgetting what number.

Thanks,
Maria

Sent from my iPhone

94P

Nora Lares

From: noreply@formstack.com
Sent: Tuesday, June 12, 2018 6:22 AM
To: Planning Comments
Subject: Planning Application Comments Form

RECEIVED
JUN 12 2018
Dept of Planning
City of Las Vegas

Formstack Submission For: Planning Application Comments Form_2018

Submitted at 06/12/18 6:22 AM

Planning Application Number:	SUP 73117 241 Moose Ln
Position:	I Support
Name:	Cameron Dudley
Residential or Business Address:	8541 Bellaterra Ct Las vegas, NV 89145
Phone:	(702) 279-8542
Email:	cmdchiro@gmail.com
Comments:	I know Craig and his desire to have a legitimate STR that will offer a great alternative for families to stay in a house instead of casino/hotel. It will not be a party house. In my experience if done right it attracts mostly families and a lot of great people

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Formstack, 8604 Allisonville Road, Suite 300, Indianapolis, IN 46250

94A

Nora Lares

From: noreply@formstack.com
Sent: Sunday, June 10, 2018 11:20 PM
To: Planning Comments
Subject: Planning Application Comments Form

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Dept of Planning
City of Las Vegas

Formstack Submission For: Planning Application Comments Form_2018
Submitted at 06/10/18 11:19 PM

Planning Application Number:	SUP-73117 (PRJ-73079)
Position:	I Support
Name:	Ethan Ewing
Residential or Business Address:	701 Wheatridge ln Las Vegas, NV 89145
Phone:	(702) 280-3550
Email:	ewinge1@unlv.Nevada.edu
Comments:	People love to use vacation rentals but don't want them in their neighborhood. That doesn't make sense. And their worries are based off concerns that they have probably never even experienced. I know the Vanus' will keep things respectable. They're long time community members and have roots that will protect the neighborhood.

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Nora Lares

From: noreply@formstack.com
Sent: Sunday, June 10, 2018 10:03 AM
To: Planning Comments
Subject: Planning Application Comments Form

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City of Las Vegas

Formstack Submission For: Planning Application Comments Form_2018

Submitted at 06/10/18 10:02 AM

Planning Application Number:	SUP-73117
Position:	I Support
Name:	Hyrum Lindquist
Residential or Business Address:	350 south Durango dr #104 Las vegas, NV 89145
Phone:	(702) 637-5542
Comments:	They are excellent people and I know they wouldn't tolerate misuse of their home that might cause interferences with the neighbors

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QUA

Nora Lares

From: noreply@formstack.com
Sent: Thursday, June 07, 2018 11:22 PM
To: Planning Comments
Subject: Planning Application Comments Form

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City of Las Vegas

Formstack Submission For: Planning Application Comments Form_2018
Submitted at 06/07/18 11:22 PM

Planning Application Number:	SUP-73117 [PRJ-73079]
Position:	I Support
Name:	Robert Cummings
Residential or Business Address:	7605 Parakeet Ave Las Vegas, NV 89145
Email:	rcummings@embarqmail.com
Comments:	I believe this enterprise is a reasonable use of personal property. It will have limited impact on the neighborhood and should be allowed as a right of property owner.

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94A

1 of 2

June 12, 2018
Agenda Item #94

We, the undersigned, support Craig and Lori Vanus, in their request for a Special Use Permit, SUP-73117, to use their home as a short term rental located at 241 Moose Lane, Las Vegas, Nevada 89145.

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	Print Name	Sign Name	Address	
1	Rob Callister		121 Logansberry Lane	(1)
1	Denise Callister		121 Logansberry lane	(1)
2	Sean Russell		125 Logansberry Lane	(2)
3	Luis Cadeiro		8448 MULCAHY AVE	(3)
4	Nancy Bartlett		8444 mulcahy ave.	(4)
5	Shannon Vanus		3750 Norton Dr.	(5)
6	Marcos Franco		237 Moose Ln	(6)
6	Laura Crocker		237 Moose Ln	(6)
7	Caroline W. Streeter		8400 mulcahy	(7)
7	Mitchell Streeter		84 mulcahy	(8)
8	LATOY Johnson		8449 Stapleton AVE	(9)

94A
(x9)

2 of 2

We, the undersigned, support Craig and Lori Vanus, in their request for a Special Use Permit, SUP-73117, to use their home as a short term rental located at 241 Moose Lane, Las Vegas, Nevada 89145.

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City of Las Vegas

	Print Name	Sign Name	Address	
	Dave Speldos	DS	216 Moose Ln	1
9	Rachel Speldos	Rachel Speldos	216 Moose Ln	1
	LINDA FRIEDRICH	Linda L Friedrich	8428 Charles Ct	2
10	GARY FRIEDRICH	Linda M Friedrich	8428 Charles Ct	2
	Hyrum Lindquist		350 S Durango Dr #104	3
11	Gendel Lindquist		350 S Durango Dr #104	3
	Lori Vanus		241 Moose Lane	4
12	CRAIG VANUS		241 Moose Lane	4

94A
(x4)

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

THIS IS A RESIDENTIAL COMMUNITY IN SUMMERLIN
I LIVE HERE FOR OVER 20 YEARS, RIGHT NEXT DOOR
245 MOOSE LN. I AM AN OLD LADY and HANDICAPPED
SHORT TERM RENTALS BRING UNDISIRED PEOPLE
INTO THE NEIGHBORHOOD, PROSTITUTION, DRUGS - PARTIES,
CRIME, NOISE AND SHOOTINGS.
IT BRINGS THE PROPERTY VALUE DOWN
ON ALL RESIDENTS AROUND,
MY HOUSE WAS ALREADY BROKEN IN AND
ROBBED,
PLUS THERE ARE young CHildren all
around

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Las Vegas, NV
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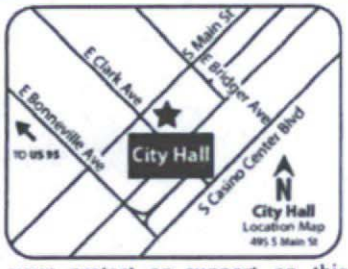

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If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request
☒ I OPPOSE this Request

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SUP-73117 [PRJ-73079]
Planning Commission Meeting of **6/12/2018**

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City of Las Vegas

Case: SUP-73117
13833110050
LEONE ERIKA REVOCABLE TRUST
LEONE ERIKA TRS
245 MOOSE LN
LAS VEGAS NV 89145-4749

133 DRDGNP1 89145

94P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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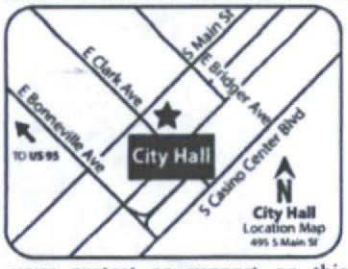

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If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request
☒ I OPPOSE this Request

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SUP-73117 [PRJ-73079]
Planning Commission Meeting of **6/12/2018**

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JUN 05 2018
Dept of Planning
City of Las Vegas

Case: SUP-73117

13833110113
GOODMAN JOSEPH E
8440 DUNPHY CT
LAS VEGAS NV 89145-4741

133 DRDGNP1 89145

94P

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Department of Planning
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333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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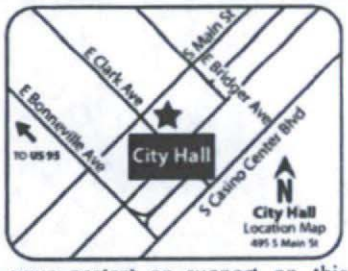

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SUP-73117 [PRJ-73079]
Planning Commission Meeting of **6/12/2018**

Case: SUP-73117

13833111077
PINJUV DAWNA R
8404 LOMACK CT
LAS VEGAS NV 89145-4738

133 DRDGNP1 89145

94P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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I like to keep this as a secure family area.



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-73117 [PRJ-73079]
Planning Commission Meeting of **6/12/2018**

Case: SUP-73117
13833111106
LEVY LOIS FAMILY TRUST
LEVY LOIS TRS
2011 PLAZA DE CIELO
LAS VEGAS NV 89102-4016

69 DRDGNP1 89102

94P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request
☒ I OPPOSE this Request

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SUP-73117 [PRJ-73079]
Planning Commission Meeting ~~of 6/12/2018~~

Case: SUP-73117
13833211002
EMRY KEVIN P & ALIDA J
8320 COVE LANDING AVE
LAS VEGAS NV 89145-4796

133 DRDGNP1 89145

94P

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Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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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-73117 [PRJ-73079]
Planning Commission Meeting of **6/12/2018**

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JUN - 4 2018
Dept of Planning
City of Las Vegas

Case: SUP-73117
13833110009
WAKITA JITSUO WAYNE LIVING TRUST
WAKITA JITSUO WAYNE TRS
8416 STAPLETON AVE
LAS VEGAS NV 89145-4758

133 DRDGNP1 89145

94P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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City of Las Vegas

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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-73117 [PRJ-73079]
Planning Commission Meeting of **6/12/2018**

Case: SUP-73117
13633110134
FILLMORE ROBERT JR & WENDY
129 LOGANSBERRY LN
LAS VEGAS NV 89145-4764

133 DRDGNP1 89145

94P

Nora Lares

From: noreply@formstack.com
Sent: Tuesday, June 05, 2018 10:11 AM
To: Planning Comments
Subject: Planning Application Comments Form

RECEIVED
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Dept of Planning
City of Las Vegas

Formstack Submission For: Planning Application Comments Form_2018
Submitted at 06/05/18 10:11 AM

Planning Application Number:	SUP-73117
Position:	I Oppose
Name:	Christine Kidd
Residential or Business Address:	232 Jon Belger Dr. Las Vegas, NV 89145
Phone:	(702) 254-1058
Email:	lvkidds@cox.net
Comments:	We oppose the special use permit application for 241 Moose Lane to allow short-term residential because it is not in the best interest of the neighborhood and opens the door to allow more special use permits of this type in the neighborhood where the maximum number allowed is unknown. We had one (illegally) across the street for months & were forced to deal with parking issues and parties each time a new group rented the house. This doesn't promote good neighborhoods especially in those that are already struggling. Please vote against this application. Thank you.

QUP

Nora Lares

From: noreply@formstack.com
Sent: Tuesday, June 05, 2018 12:24 PM
To: Planning Comments
Subject: Planning Application Comments Form

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City of Las Vegas

Formstack Submission For: Planning Application Comments Form_2018

Submitted at 06/05/18 12:23 PM

Planning Application Number:	SUP-73117 [PRJ-73079]
Position:	I Oppose
Name:	AnnaMarie Missisian
Residential or Business Address:	8321 Cove Landing Ave Las Vegas, NV 89145
Phone:	(248) 890-5425
Email:	amissisian@gmail.com
Comments:	I am definitely opposed. The value of our homes here do not lend themselves to high quality renters. With the cheap rental prices that could be offered, we could be getting renters of lower standards. Short term rentals would only corrupt our neighborhood and not contribute any value to our area.

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RECEIVED
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Dept of Planning
City of Las Vegas

June 3, 2018

Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

RE: SUP-73117 [PRJ-73079
Special Use Permit - Craig A. Vanus and Lori G. Vanus Applicant/Owner
Common address: 241 Moose Lane
June 12, 2018 Planning Commission Hearing

To Whom It May Concern:

Are names are Christy Brad and Corinne C. Escobar. We live at 308 Torrey Point Court, Las Vegas, NV 89145 which is located across Durango from the subject house that is seeking a special use permit. We have lived at our address since December of 1994 and met the Vanus family shortly after moving in. If you are going to allow short term rentals (which is currently allowed by code) we know that the Vanus family are the type of owners of a short term rental we want. They have lived in the neighborhood for more than 25 years. They have raised their family in the neighborhood. They have a strong work ethic. They will be hands on managers of their family home which they have greatly enhanced. It is one of the best kept homes in that neighborhood. Craig is a DIY guy; having installed flooring, a bathroom, tile and numerous other enhancements of his home. He will continue to keep this home up to date and looking beautiful.

There are no other short term rentals that we are aware of within 660 feet of this proposed rental. By approving this short term rental, with an operator who will personally be available to solve issues we have the best of both worlds; a limited number of short term rentals in the neighborhood with others not allowed to come in if they are within 660 feet and an operator who cares and will continue to care about the neighborhood.

We have rented AirBNB in other cities and have found it to be a pleasurable experience. It generally saves on the costs of overpriced hotel rooms, still provides taxes to the government and, because of the approval system where both renters and owners comment about each other, provides an alternative way to visit a city without impacting neighbors. We believe the 660 foot radius from one short term rental to another is sufficient to limit these short term rentals in a neighborhood.

We know that one other short term rental in our neighborhood often rents to families whose children are playing tennis tournaments at the Darling Tennis Center or families traveling to support their children in soccer tournaments many of which are held in parks close to our homes. We suspect the Vanus family will find similar types of renters. The Vanus house simply isn't big enough to be a "party house" for a wild bachelor party. The Vanus family wouldn't rent for such a use and, frankly, that type of party would not want the Vanus home. Much more likely is a renter like the family we know who brings their Mom to Las Vegas each year with each of her daughters renting such a home. It is a way for them to gather without renting six different rooms at a hotel and allows the family bonding they sought in the last years of their mother's

life. There are many more uses to these short term rentals than the "party home" those that deride them continually emphasize.

There is a purpose for short term rentals. We strongly urge you to approve this short term rental.

Christy Brad Escobar

Corinne C. Escobar

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 1, 2018

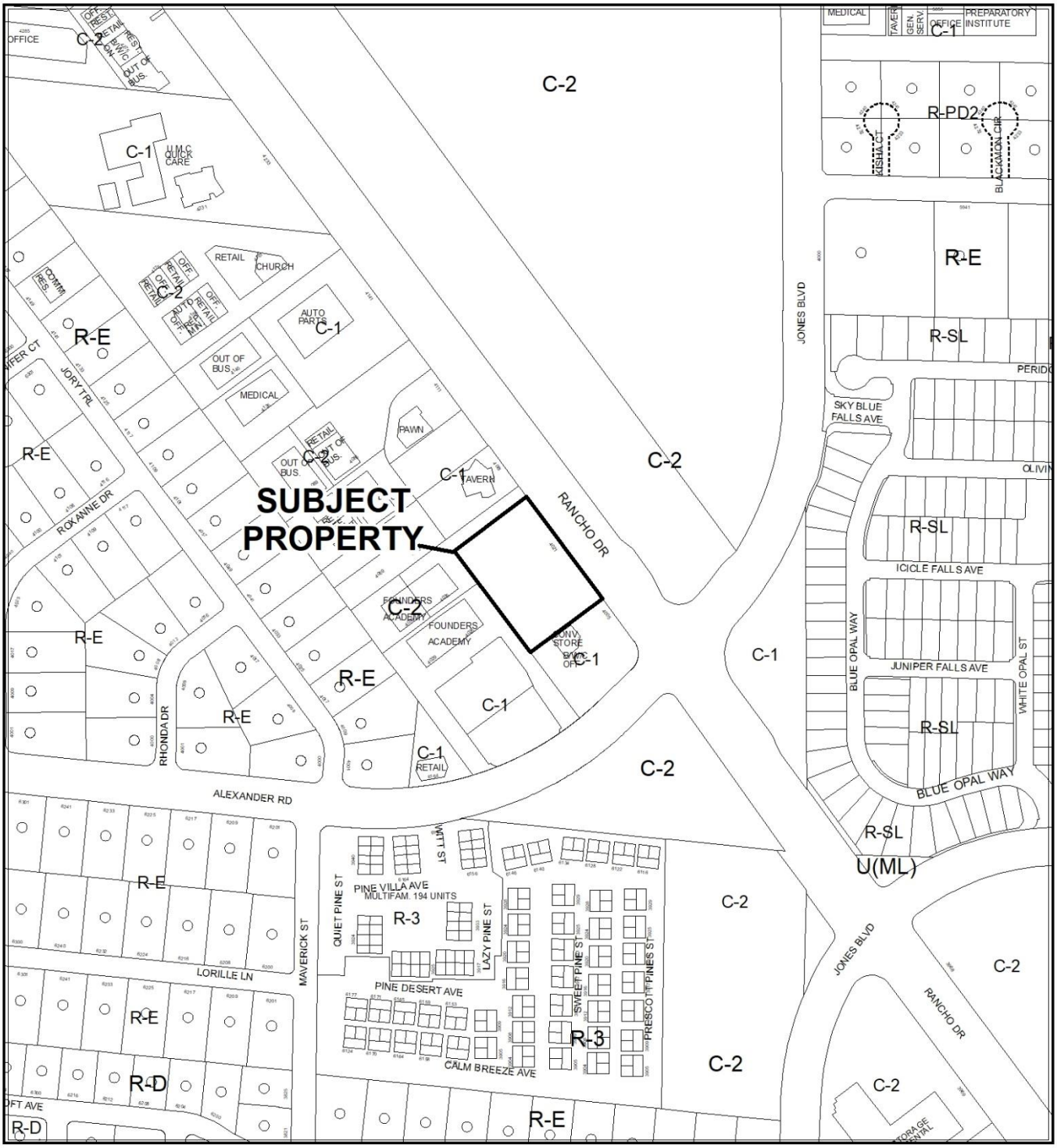
DEPARTMENT: PLANNING
DIRECTOR: ROBERT SUMMERFIELD ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-73665 - EXTENSION OF TIME - NONPUBLIC HEARING - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: RICHARD LAATZ - For possible action on a request for an Extension of Time of an approved Site Development Plan Review (SDR-64584) FOR A 21,440 SQUARE-FOOT WHOLESALE SHOWROOM FACILITY on 1.63 acres at 4021 North Rancho Drive (APN 138-02-814-006), C-2 (General Commercial) Zone, Ward 4 (Anthony). 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**

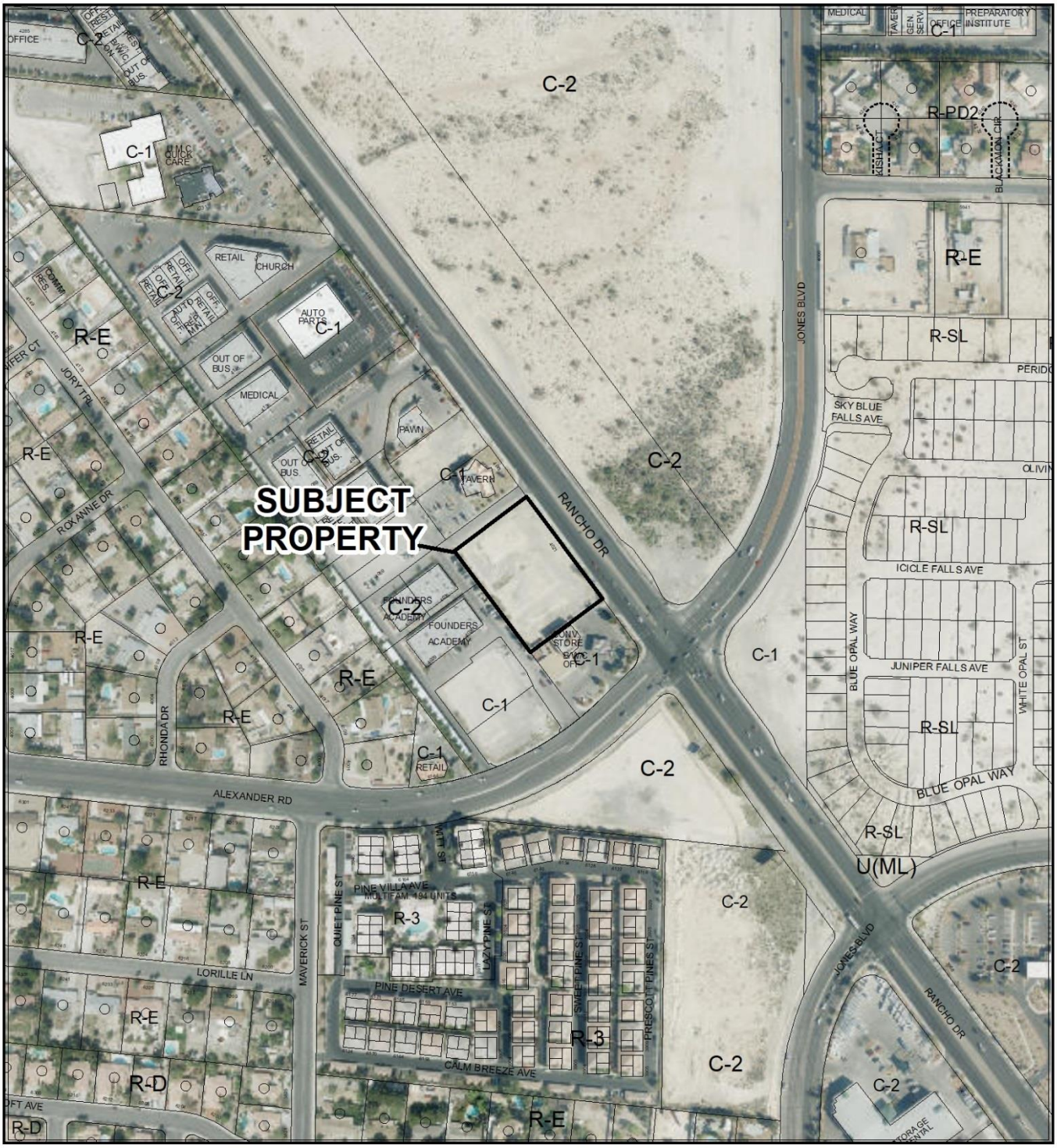
RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - SDR-64584
6. Justification Letter



CASE: EOT-73665

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



CASE: **EOT-73665**

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: AUGUST 1, 2018
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: RICHIE LAATZ

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-73665	Staff recommends APPROVAL, subject to conditions:	N/A

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

**** CONDITIONS ****

EOT-73665 CONDITIONS

Planning

1. This Site Development Plan Review (SDR-64584) shall expire on September 7, 2020, 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-64584) and all other site related actions as required by the Department of Planning and Department of Public Works.

RG

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for an Extension of Time of an approved Site Development Plan Review (SDR-64584) for a 21,440 square-foot Wholesale Showroom Facility at 4021 North Rancho Drive.

ISSUES

- This is the first Extension of Time for Site Development Plan Review (SDR-64584).
- On 09/07/16, the City Council approved Site Development Plan Review (SDR-64584) with a two-year time limit.

ANALYSIS

The subject site contains undeveloped land that is zoned C-2 (General Commercial). On 09/07/16, the City Council approved Site Development Plan Review (SDR-64584) for a 21,440 square-foot Wholesale Showroom Facility. Along with SDR-64584, a General Plan Amendment (GPA-64582) from SC (Service Commercial) to GC (General Commercial) and Rezoning (ZON-64583) from C-1 (Limited Commercial) to C-2 (General Commercial) were approved.

Pursuant to Title 19.16.100 land entitlements are deemed exercised upon the issuance of a building permit for the structure on site. Since no building permits have been issued, an Extension of Time is necessary. Otherwise, the land entitlements will expire on 09/07/18.

FINDINGS

The Site Development Plan Review (SDR-64584) has not been exercised in accordance with the requirements of Title 19.16.100, as no building permits have been issued for the proposed development. The applicant is requesting an Extension of Time to comply with the condition of approval for the Site Development Plan Review. The applicant recently gained approval from the Federal Emergency Management Agency (FEMA) for the proposed development and will not be able to gain approval of a building permit within 90 days of the letter date stamped 06/12/18. The conditions of the site and the surrounding area have not changed since the original approval of the Site Development Plan Review in 2016; therefore, staff recommends approval of this request with a two-year time limit.

RG

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/10/04	The Planning Commission approved a Site Development Plan Review (SDR-4314) for a proposed 37,328 square foot office building and Waivers for a reduction in parking lot landscaping and perimeter landscape buffers on a 1.63 acre site located west of Rancho Drive, approximately 200 feet north of Alexander Road. Staff recommended approval. The approval expired on 06/10/06 without being exercised.
08/14/12	The Planning Commission approved a Special Use Permit (SUP-45910) and (SUP-45911) and a Site Development Plan Review (SDR-45912) for a Full Service Car Wash with a Gaming Establishment on a 1.63 acre site located west of Rancho Boulevard, approximately 200 feet north of Alexander Road. Staff recommended approval. The approval expired on 08/14/14 without being exercised.
07/12/16	Due to a notification error this item was not acted upon as a part of the 07/12/16 Planning Commission meeting and has been scheduled for a Special Planning Commission meeting date.
09/07/16	The City Council approved a request for a General Plan Amendment (GPA-64582) from: SC (Service Commercial) to: GC (General Commercial) at 4021 North Rancho Drive. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Rezoning (ZON-64583) from: C-1 (Limited Commercial) to: C-2 (General Commercial) at 4021 North Rancho Drive. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Site Development Plan Review (SDR-64584) for a proposed 21,440 square-foot Wholesale Showroom Facility at 4021 North Rancho Drive. The Planning Commission and staff recommended approval.

Most Recent Change of Ownership	
04/11/16	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/25/17	A Civil Improvement Plans (L17-00368) was submitted for a review at Rancho Drive and Alexander Road. The plans are currently under review.

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	
06/28/18	A routine field check of the subject site by staff noted that the site is a well-maintained undeveloped lot.

Details of Application Request	
Site Area	
Net Acres	1.63

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	GC (General Commercial)	C-2 (General Commercial)
North	Liquor Establishment (Tavern)	SC (Service Commercial)	C-2 (General Commercial)
South	General Retail Store, Other Than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
East	Undeveloped	GC (General Commercial)	C-2 (General Commercial)
West	Primary and Secondary School	SC (Service Commercial)	C-2 (General Commercial)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
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

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-73665 APN: 138-02-814-006

Name of Property Owner: Richie Laatz

Name of Applicant: Richie Laatz

Name of Representative: Richie Laatz

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: 138-02-814-006

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JUN 12 2018
City of Las Vegas
Department of Planning

Signature of Property Owner: _____

Print Name: Richie Laatz

Subscribed and sworn before me

This 12 day of June, 2018

Benita Crook

Notary Public in and for said County and State

BENITA CROOK
Notary Public State of Nevada
No. 14-12686-1
My Appt. Exp. January 22, 2022

Revised 03/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of time

Project Address (Location) 4021 N. Rancho drive

Project Name 4021 N. Rancho drive **Proposed Use** _____

Assessor's Parcel #(s) _____ **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing X proposed _____

Commercial Square Footage 25000 **Floor Area Ratio** _____

Gross Acres 1.67 **Lots/Units** _____ **Density** _____

Additional Information SDR-64584 ZON-64583

PROPERTY OWNER Richie Laatz **Contact** _____

Address 32 W. Mayflower ave **Phone:** 7024911490 **Fax:** _____

City N. Las Vegas **State** NV **Zip** 89030

E-mail Address Richie@scooterx.biz

APPLICANT Same as above **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE Same as above **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* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Rene Laatz

Subscribed and sworn before me

This 12 day of June, 2018.

Benita Crook

Notary Public in and for said County and State

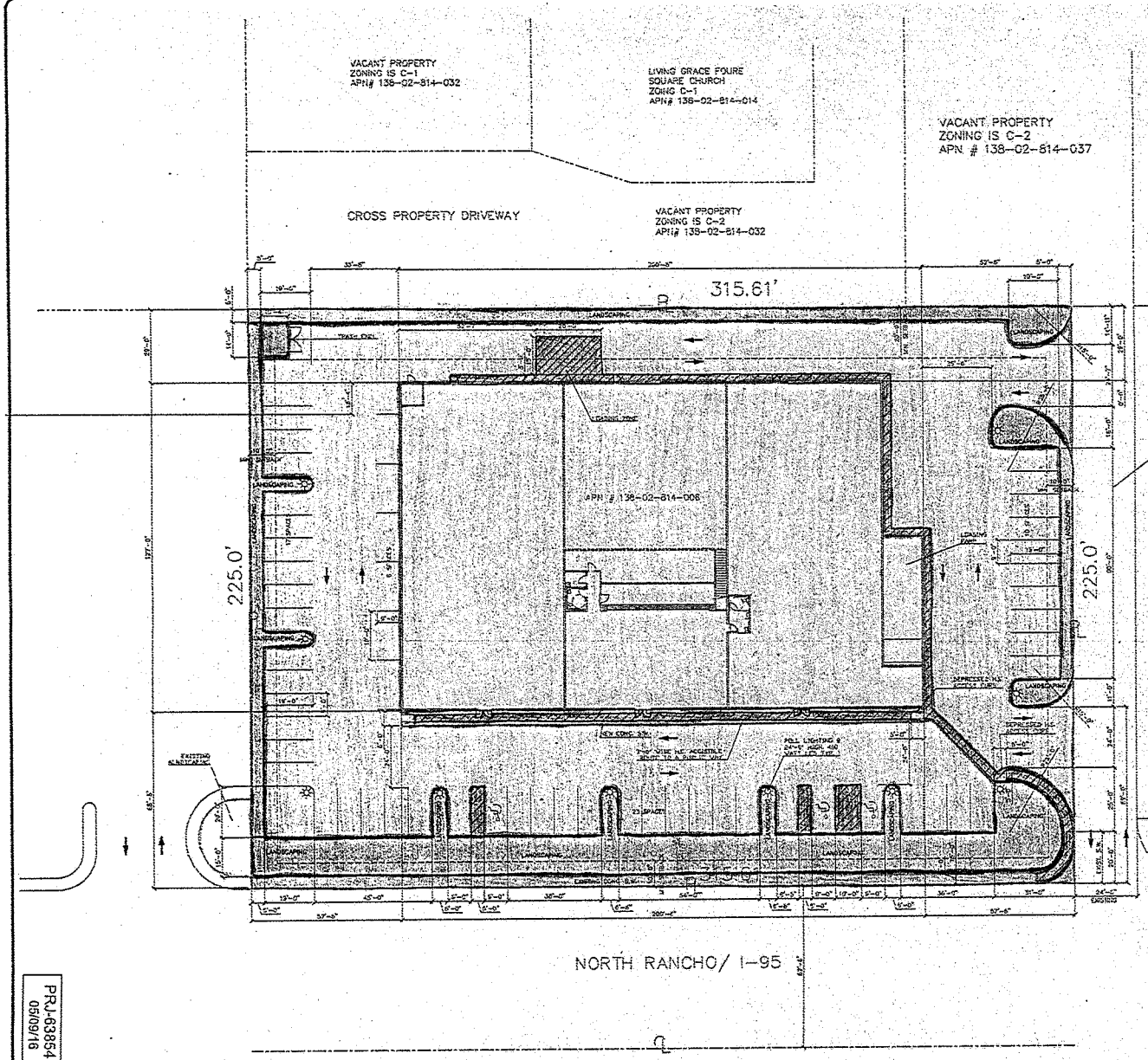
BENITA CROOK
Notary Public State of Nevada
No. 14-12686-1
My Appt. Exp. January 22, 2022

FOR DEPARTMENT USE ONLY

Case #	EOT-73665
Meeting Date:	08/01/18
Total Fee:	$300
Date Received:*	06/12/18
Received By:	Erin Schwab

*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 03/28/16



PARKING ANALYSIS

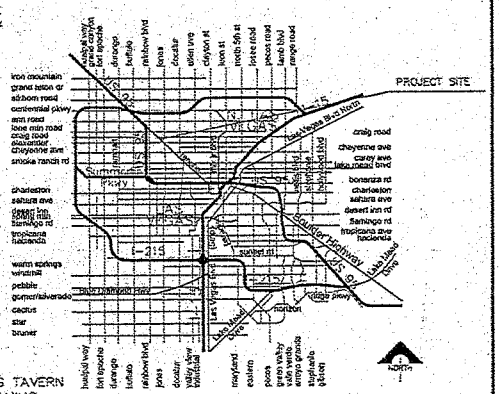
ONE SPACE FOR EA. 500 S.F. SALES/DISPLAY AREA
MERCANTILE S.F. = 1,300 S.F. = 3 SPACES
ONE SPACE FOR EA. 2,500 S.F. WAREHOUSE AND STORAGE
WAREHOUSE/STORAGE S.F. = 20,898 = 9 SPACES
ONE SPACE FOR EA. 200 S.F. OFFICE
OFFICE S.F. = 1,300 S.F. = 7 SPACES

TOTAL = 19 SPACES REQUIRED
TOTAL PROVIDED = 57
TOTAL H.C. SPACES REQUIRED = 1 (PROVIDED = 3)

BLDG. SQ. FOOTAGE

WAREHOUSE USE = 20,898
MERCANTILE USE = 2,855
OFFICE USE = 1,300
TOTAL BUILDING S.F. = 25,052

VICINITY MAP:



VIOLIA'S TAVERN
AND GAMING
ZONING IS C-1
APN # 138-02-814-004

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City of Las Vegas
Department of Planning

EOT-73665

NORTH

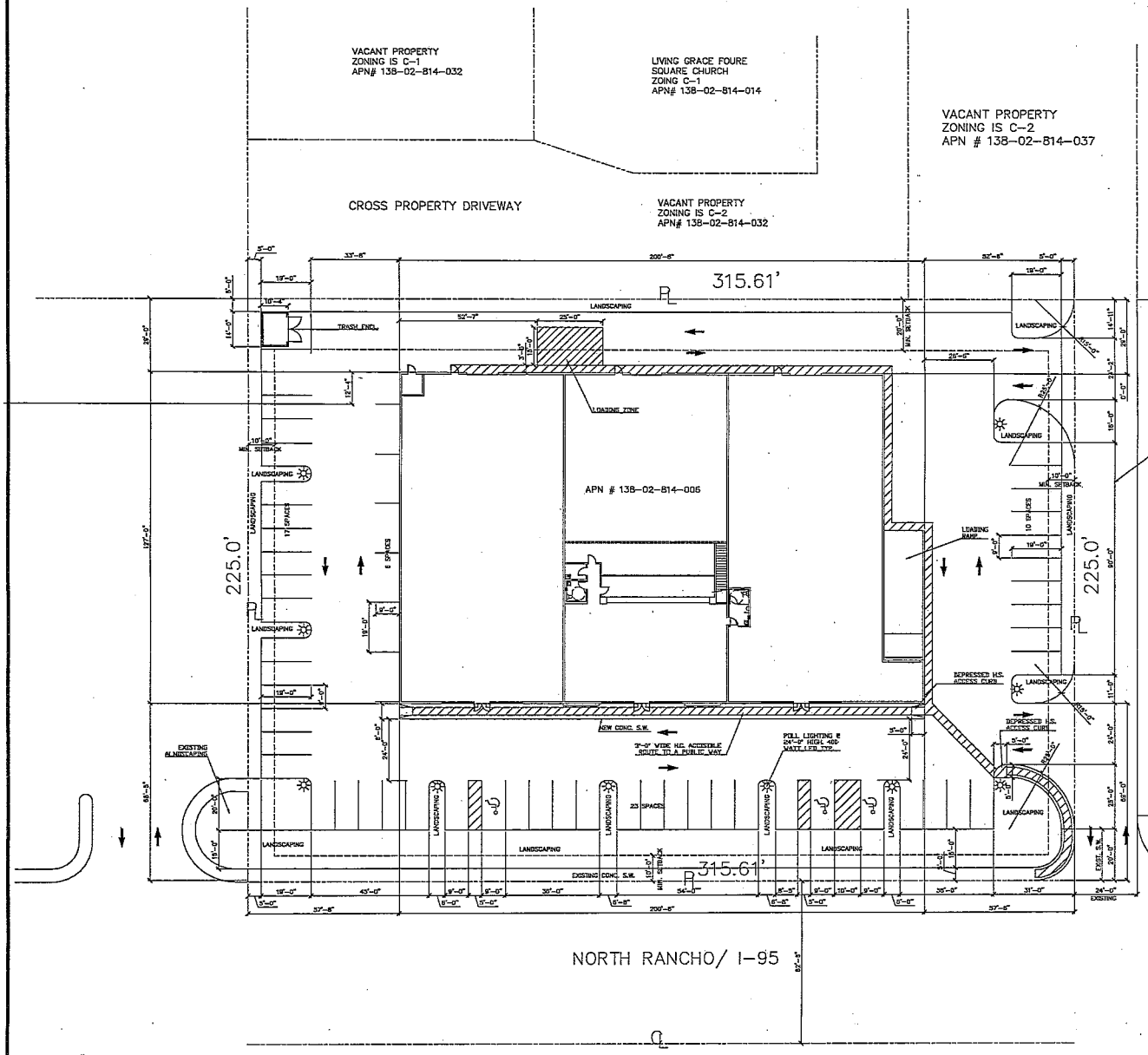
PRJ-63854
05/09/18

A SITE PLAN

REVISIONS

SITE PLAN
PROJECT:
A RETAIL AND OFFICE/WAREHOUSE BUILDING AT
4021 N. RANCHO
LAS VEGAS, NV.

DATE: 5/4/16
LATEST REVISION
SHEET NUMBER:
A-1



PARKING ANALYSIS

ONE SPACE FOR EA. 500 S.F. SALES/DISPLAY AREA
MERCANTILE S.F. = 1,300 S.F. = 3 SPACES
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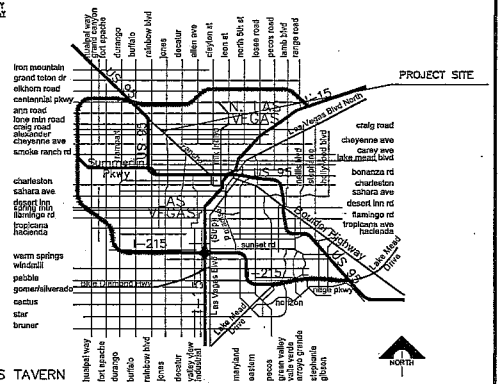

VIOLIA'S TAVERN
AND GAMING
ZONING IS C-1
APN # 138-02-814-004

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City of Las Vegas
Department of Planning

EOT-73665

PRJ-63801
05/09/16

NORTH

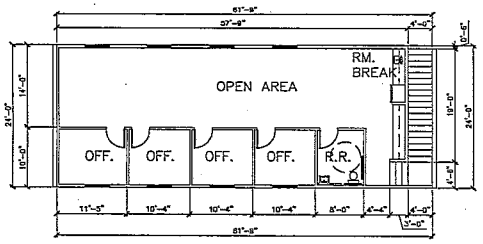
REVISIONS

1		
2		
3		
4		
5		
6		

SHEET: SITE PLAN
PROJECT: A RETAIL AND OFFICE/WAREHOUSE BUILDING AT 4021 N. RANCHO LAS VEGAS, NV.

DATE: 5/4/16
LATEST REVISION: 6
REVISION
SHEET NUMBER: A-1

A | SITE PLAN
SCALE: 1/16"=1'-0"



OCCUPANCY LOAD

TOTAL BUILDING S.F. = 25,053

OFFICE S.F. 1,300– 1 PER. 100 S.F. = 13

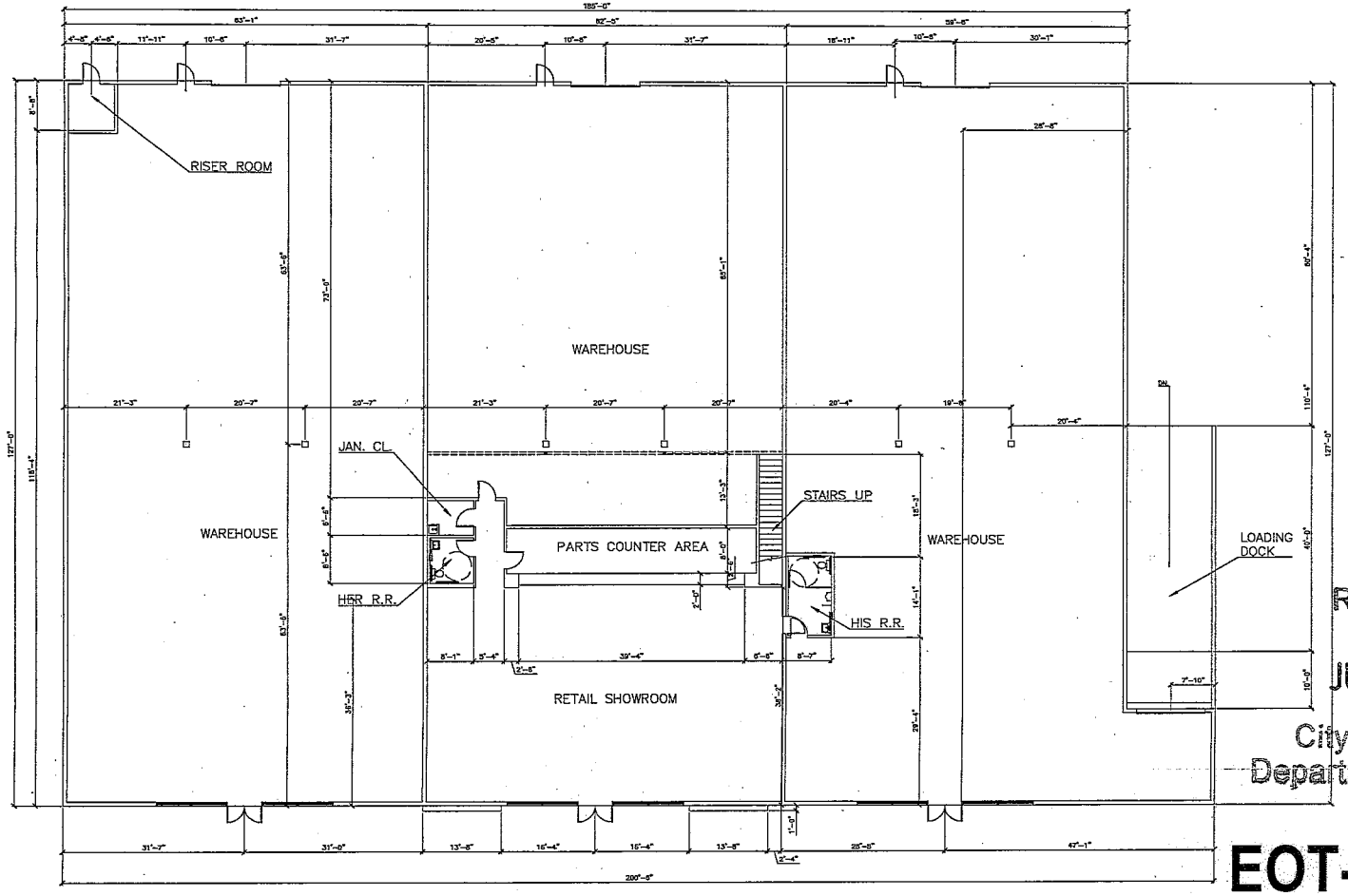
WAREHOUSE S.F. 20,898– 1 PER. 500 S.F. = 42

MERCANTILE S.F. 2,855– 1 PER 60 S.F. = 48

TOTAL OCCUPANCY = 103

B **2ND FLOOR PLAN** 1,300 S.F.

SCALE: 1/16"=1'-0"



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City of Las Vegas
Department of Planning

EOT-73665

NORTH

A **1ST FLOOR PLAN** 23,753 S.F.

SCALE: 1/16"=1'-0"

REVISIONS

SHEET: FLOOR PLANS

PROJECT: A RETAIL AND OFFICE/WAREHOUSE BUILDING AT 4021 N. RANCHO LAS VEGAS, NV.

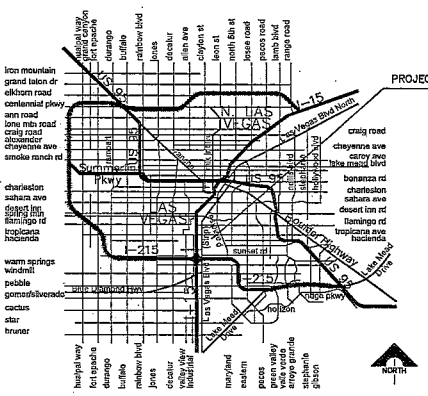
DATE: 5/4/16

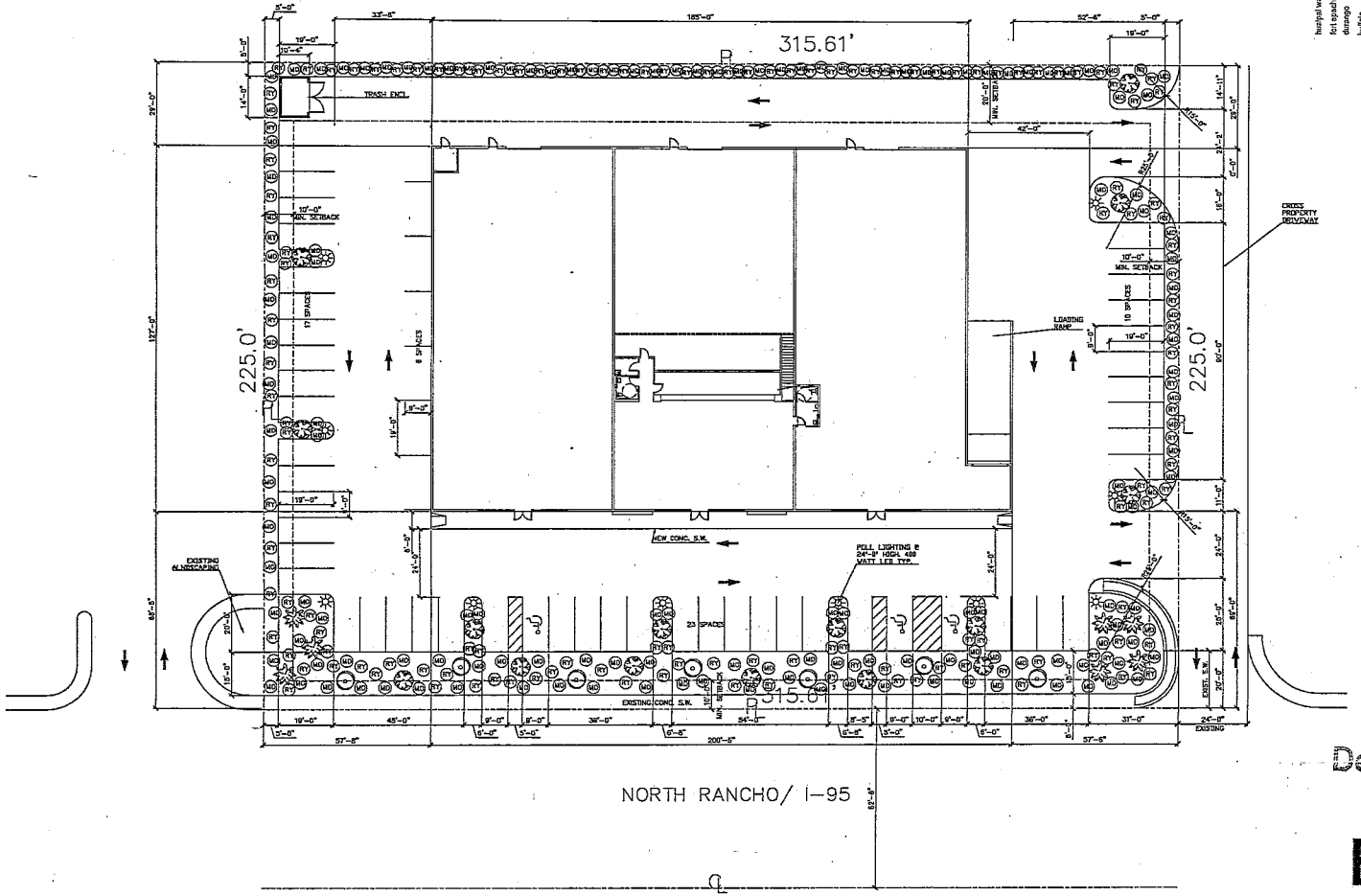
LATEST REVISION: △

REVISION

SHEET NUMBER: A-2

VICINITY MAP:





LANDSCAPING LEGEND			
SYMBOL	TYPE	SIZE	QUANTITY
TREES			
	ARAPAHOS RED	24" BOX	7
	PRIVT	24" BOX	15
	MED. PALM	24" BOX	8
SHRUBS			
MO	MOCK ORANGE	5 GAL.	144
RY	RED YUCCA	5 GAL.	135
GROUND COVER			
GROUND COVER IN ALL PLANTERS TO BE 1/2" DESERT SUN ROCK			

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City of Las Vegas
Department of Planning

EOT-73665

PRJ-63884
05/09/16

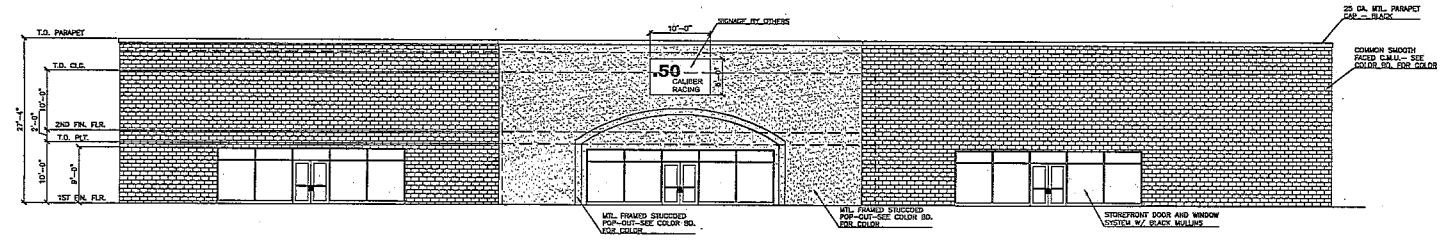
NORTH

A LANDSCAPING PLAN
SCALE: 1/16"=1'-0"

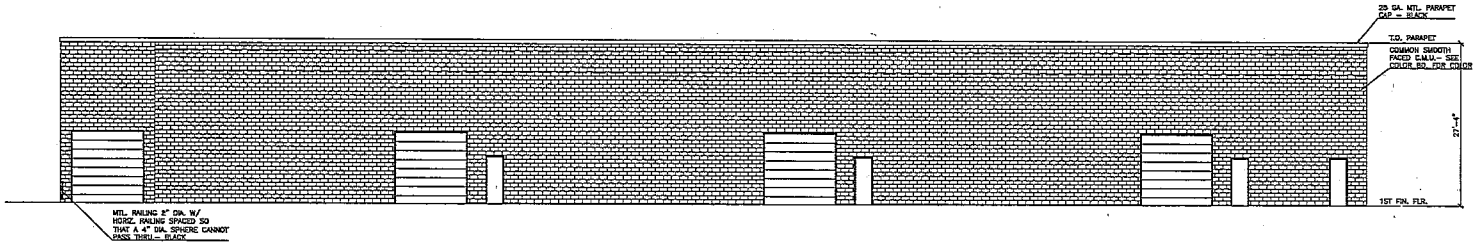
REVISIONS

SHEET: LANDSCAPING PLAN
PROJECT: A RETAIL AND OFFICE/WAREHOUSE BUILDING AT 4021 N. RANCHO LAS VEGAS, NV.

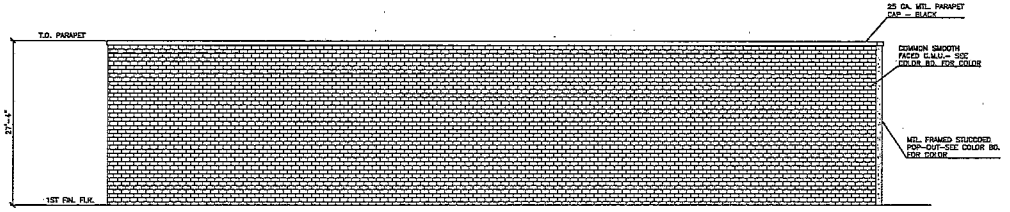
DATE: 5/4/16
LATEST REVISION: △
REVISION
SHEET NUMBER:
A-1



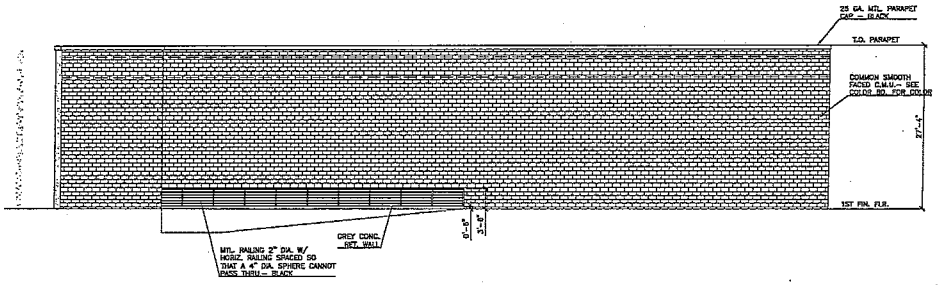
A **FRONT ELEVATION**



B **REAR ELEVATION**



C **LEFT SIDE ELEVATION**



D **RIGHT SIDE ELEVATION**

SCALE: 1/16"=1'-0"

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City of Las Vegas
Department of Planning

EOT-73665

PRJ-63854
05/09/16

REVISIONS

△		
△		
△		
△		
△		
△		

SHEET: BUILDING ELEVATIONS

PROJECT: A RETAIL AND OFFICE/WAREHOUSE BUILDING AT 4021 N. RANCHO LAS VEGAS, NV.

DATE: 5/4/16

LATEST REVISION: △

REVISION

SHEET NUMBER:

A-3



EOT-73665 - APPLICANT/OWNER: RICHARD LAATZ
4021 NORTH RANCHO DRIVE

06/28/18



EOT-73665 - APPLICANT/OWNER: RICHARD LAATZ
4021 NORTH RANCHO DRIVE

06/28/18



EOT-73665 - APPLICANT/OWNER: RICHARD LAATZ
4021 NORTH RANCHO DRIVE

06/28/18



EOT-73665 - APPLICANT/OWNER: RICHARD LAATZ
4021 NORTH RANCHO DRIVE

06/28/18



EOT-73665 - APPLICANT/OWNER: RICHARD LAATZ
4021 NORTH RANCHO DRIVE

06/28/18



EOT-73665 - APPLICANT/OWNER: RICHARD LAATZ
4021 NORTH RANCHO DRIVE

06/28/18



EOT-73665 - APPLICANT/OWNER: RICHARD LAATZ
4021 NORTH RANCHO DRIVE

06/28/18

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STEVEN D. ROSS
MAYOR PRO TEM

LOIS TARKANIAN
RICKI Y. BARLOW
STAVROS S. ANTHONY
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING

DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301
FAX 702.474.0352
TTY 7-1-1
www.lasvegasnevada.gov

/city of las vegas

September 8, 2016

Rancho Alexander LLC
9075 West Diablo Drive, 3rd Floor
Las Vegas, Nevada 89148

RE: SDR-64584 [PRJ-63854] - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-64582 AND ZON-64583
CITY COUNCIL MEETING OF SEPTEMBER 7, 2016

Dear Applicant:

The City Council at a regular meeting held on September 7, 2016 ***APPROVED*** a request for a Site Development Plan Review FOR A PROPOSED 21,440 SQUARE-FOOT WHOLESALE SHOWROOM FACILITY on 1.63 acres at 4021 North Rancho Drive (APN 138-02-814-006), C-1 (Limited Commercial) Zone[PROPOSED: C-2 (General Commercial)], Ward 4 (Anthony) [PRJ-63854].

This approval is subject to the following conditions:

Planning

1. Approval of General Plan Amendment (GPA-64582) and Rezoning (ZON-64583) shall be required, if approved.

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 development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 05/09/16, except as amended by conditions herein.

4. An Exception is approved to allow five parking lot landscape islands, where six are required.

5. 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.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

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City of Las Vegas
Department of Planning

EOT-73665

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. Installed landscaping shall not impede visibility of any traffic control device.

8. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

9. Prior to or at the time of submittal for any building permit, the applicant shall provide written verification by the FAA and/or the Clark County Department of Aviation of the following:
   a. Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77, or submit to the Clark County Director of Aviation a "Property Owner's Shielding Determination Statement" and request written concurrence from the Clark County Department of Aviation;
   b. No Building Permit or other construction permit shall be issued for any structure greater than 35 feet above the surface of land that, based upon the FAA's 7460 airspace determination (the outcome of filing the FAA Form 7460-1) would (a) constitute a hazard to air navigation, (b) would result in an increase to minimum flight altitudes during any phase of flight (unless approved by the Department of Aviation), or (c) would otherwise be determined to pose a significant adverse impact on airport or aircraft operations.
   c. Applicant is advised that FAA's airspace determinations are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments.
   d. Applicant is advised that the FAA's airspace determinations include expiration dates and that the separate airspace determinations will be needed for construction cranes or other temporary equipment.

10. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

11. Correct all American's with Disabilities Act (ADA) deficiencies on the sidewalks adjacent to this site in accordance with code requirements of Title 13.56.040, to the satisfaction of the City Engineer concurrent with on-site development activities.

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City of Las Vegas
Department of Planning
EOT-73665

12. Obtain an Occupancy Permit from the Nevada Department of Transportation (NDOT) for the construction of improvements in the Rancho Drive public right-of-way adjacent to this site prior to constructing any improvements within NDOT jurisdiction.

13. Contact the City Engineer's Office at 702-229-6272 to coordinate the development of this project with the "Sewer Rehabilitation Group F" project, and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.

14. Landscape and maintain all unimproved right-of-way, if any, adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

15. This site is in a Federal Emergency Management Area (FEMA) designated flood zone. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. Additionally, a Conditional Letter of Map Revision (CLOMR) must be obtained from FEMA prior to the issuance of any construction permits.

The Notice of Final Action was filed with the Las Vegas City Clerk on September 8, 2016.

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

cc: Mr. Richie Laatz
34 West Mayflower Avenue
North Las Vegas, Nevada 89030

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City of Las Vegas
Department of Planning

EOT-73665

To whom it may concern

This is a justification letter for 4021 N rancho Drive requesting an extension of time because I have not been able to start construction do to waiting on approval from FEMA. I was just recently approved and do not believe I have enough time to get permits in hand before the deadline which is only 90 days from today. The intended use and building have not changed, I am building a wholesale showroom facility that is 25000 sq ft.

Richie Laatz

Owner

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JUN 12 2018

City of Las Vegas
Department of Planning

EOT-73665
08/01/18 CC

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 1, 2018

DEPARTMENT: PLANNING
DIRECTOR: ROBERT SUMMERFIELD ☐ **Consent** ☒ **Discussion**

SUBJECT:

EOT-72928 - EXTENSION OF TIME - NONCONFORMING USE - PUBLIC HEARING - APPLICANT: FIFTH STREET GAMING, LLC - OWNER: 899 FREMONT, LLC - For possible action on a request for an Extension of Time FOR A NONCONFORMING TAVERN at 899 Fremont Street (APNs 139-34-612-056 and 027) C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

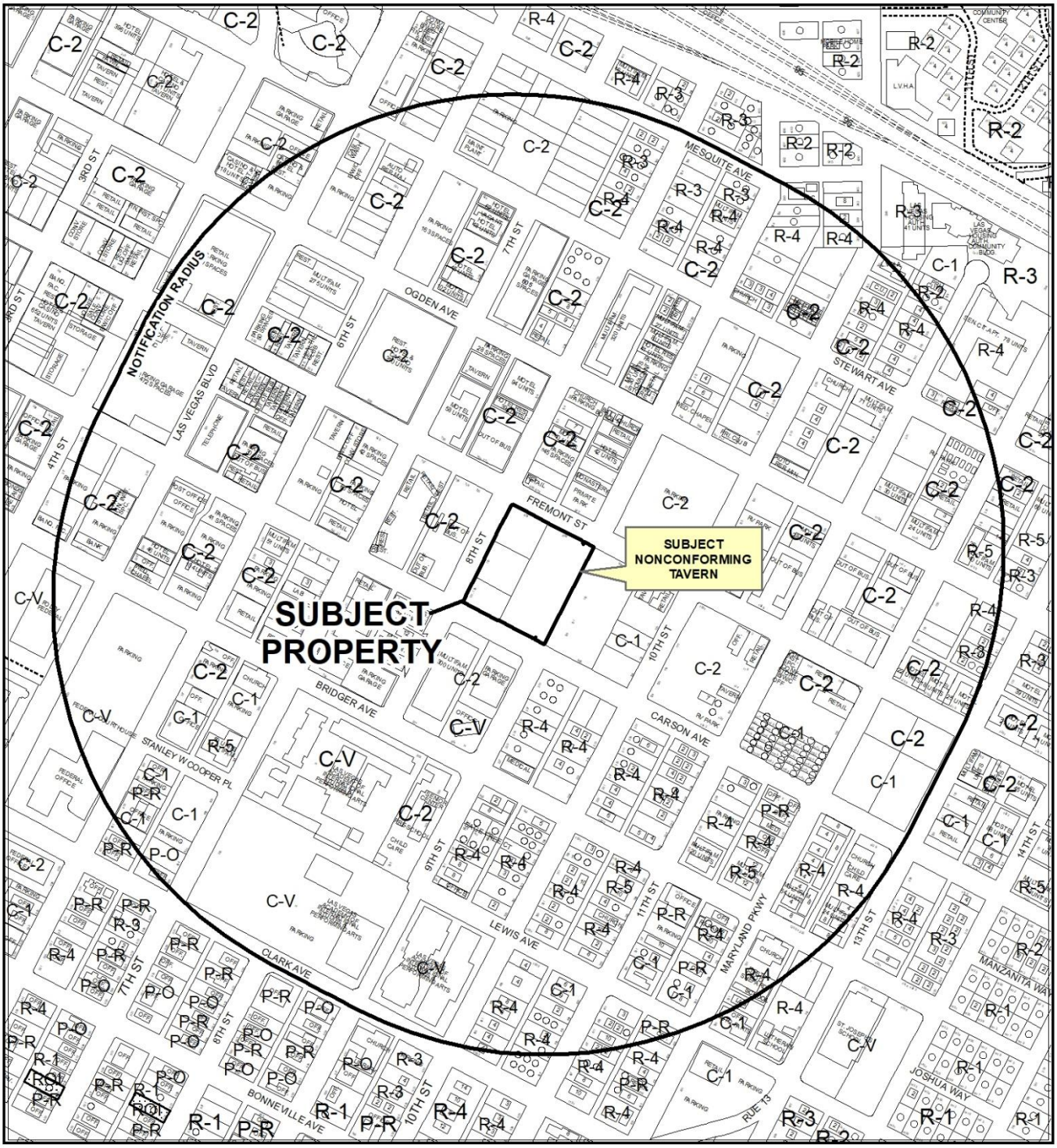
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**2**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - EOT-70994
6. Justification Letter
7. Support Postcards



0 450 900 Feet

CASE: **EOT-72928**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

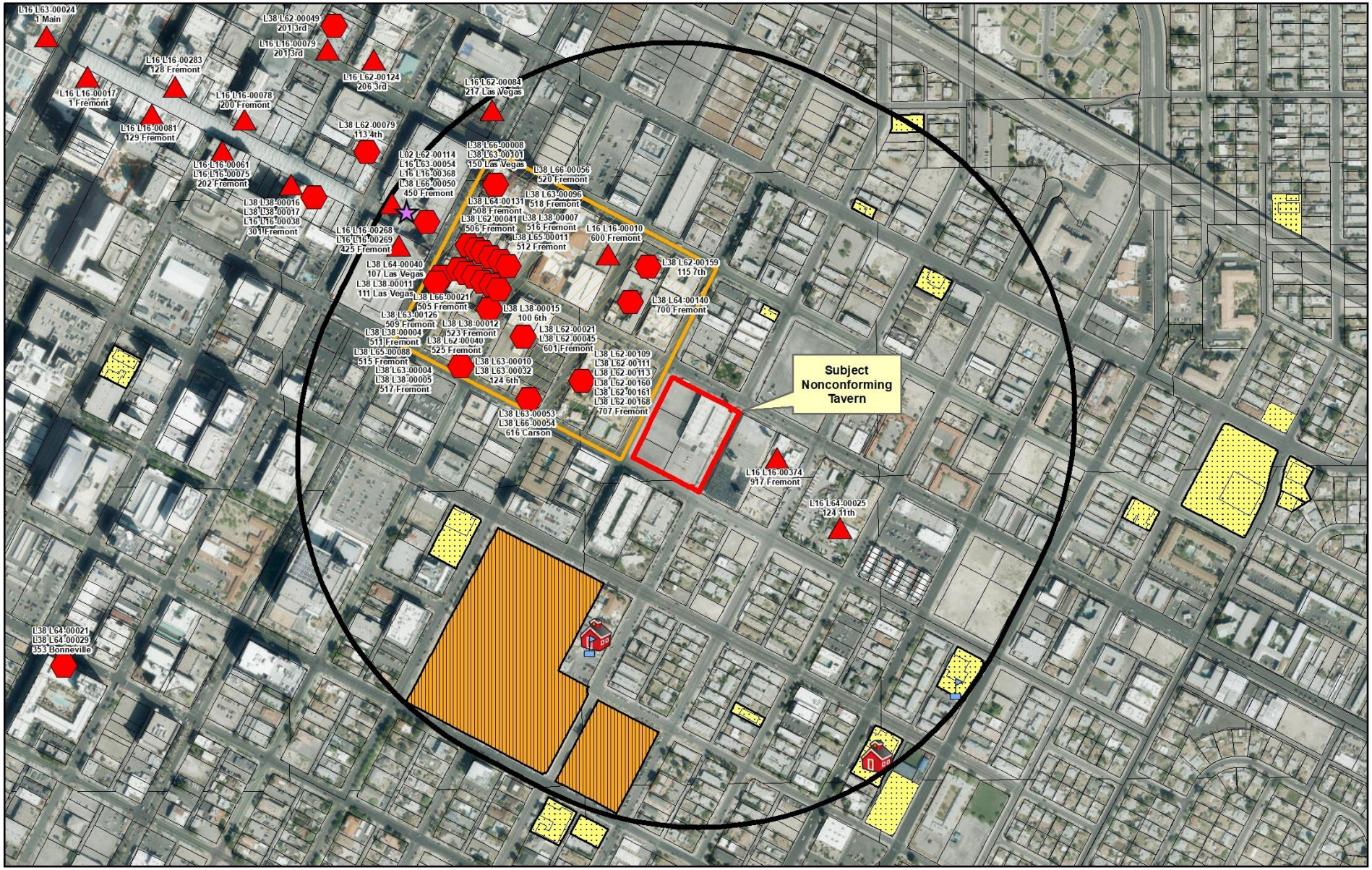
N



CASE: **EOT-72928**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



EOT-72928

Nonconforming Tavern

Business Licenses

- Tavern
- Tavern - Limited
- Urban Lounge
- Ancillary Brew Pub

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility
- Private Schools

- City Limits
- Subject Property
- 1500 ft 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, June 27, 2018

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: AUGUST 1, 2018
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: FIFTH STREET GAMING, LLC - OWNER: 899 FREMONT, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-72928	Staff recommends APPROVAL, subject to conditions:	N/A

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 36

NOTICES MAILED 781 (By Planning)

APPROVALS 0

PROTESTS 0

** CONDITIONS **

EOT-72928 CONDITIONS

Planning

1. This Extension of Time for a nonconforming Liquor Establishment (Tavern) use shall expire on September 16, 2019 unless another Extension of Time is approved by the City Council.

RG

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is the seventh request for an Extension of Time of a nonconforming Liquor Establishment (Tavern) use at 899 Fremont Street.

ISSUES

- Ordinance 6114 authorizes Extensions of Time for certain nonconforming uses that have been abandoned due to economic hardship. Such extension requests must be considered during a public hearing conducted by the City Council.
- Pursuant to Title 19.14 allows extensions of time for up to one year from the abandonment of a nonconforming use or previous extension.
- On 08/02/17, the City Council approved Extension of Time (EOT-70994) for a nonconforming Liquor Establishment (Tavern) with an expiration date of 09/16/18.

ANALYSIS

In 2010, the City Council adopted Bill 2010-40 (Ordinance 6114) that allows the owner of property containing a nonconforming use to request an extension of the normal abandonment period for reasons of economic hardship through an Extension of Time application. Such extension requests must be considered during a public hearing conducted by the City Council.

On January 16, 2012, the nonconforming Liquor Establishment (Tavern) use at 899 Fremont Street closed. The Liquor Establishment (Tavern) use is considered nonconforming within the C-2 (General Commercial) zoning district, as the use predates the requirement for a Special Use Permit and does not meet the 1,500-foot separation distance measured from the property line of churches/houses of worship, schools and additional Liquor Establishment (Taverns). The Liquor Establishment (Tavern) use is located on Fremont Street, which accommodates a variety of commercial uses, including other similar uses, and will not negatively impact the existing churches/houses of worship, schools or taverns.

On 08/02/17, the City Council approved an Extension of Time (EOT-70995) for a nonconforming Gaming Establishment Non-Restricted use. A business license (P66-00094) was issued for a non-restricted gaming for a one day opening for 07/27/18 at 899 Fremont Street.

FINDINGS

The applicant is requesting an Extension of Time to preserve the nonconforming use due to the economic climate. Per the applicant, additional improvement in the Downtown business environment must occur before redevelopment of the former Western Hotel and Casino site is economically feasible or it can be leased. Ordinance 6114 allows for an Extension of Time when the request is due to an economic hardship based on market conditions or other circumstances beyond the applicant's control. As the request does not jeopardize public health, safety or welfare and falls within the intent of the ordinance, staff is recommending approval with a one-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/27/62	The Board of City Commissioners approved a request for Rezoning (Z-0056-62) from R-4 (Apartment Residence) to C-2 (General Commercial) on property generally located on the west side of Ninth Street Between Carson Avenue and Fremont Street.
12/16/64	The Board of City Commissioners approved a request for Rezoning (Z-0100-64) under Resolution of Intent from R-1 (Single Family Residential), R-4 (High Density Residential), C-1 (Limited Commercial), C-2 (General Commercial) and C-V (Civic) to C-2 (General Commercial) for approximately 230 Acres generally located on property bounded by Main Street to the west, Bonanza Road on the north, Las Vegas Boulevard on the east, and Charleston Boulevard on the south.
07/16/69	The Board of City Commissioners approved a request for Rezoning (Z-0046-69) from R-4 (Apartment Residence) to C-2 (General Commercial) on property generally located on the northwest corner of Carson Avenue and Ninth Street.
06/13/96	The Planning Commission approved a request for an Aesthetic Review (AR-0007-96) for a 7,502 square-foot addition to the Western Hotel and Casino at 899 Fremont Street.
07/03/96	The City Council approved a request to Vacate (VAC-0025-96) a 20-foot wide north/south alley located within the block occupied by the hotel/casino.
04/17/13	The City Council approved a request for an Extension of Time (EOT-47829) for a nonconforming Liquor Establishment (Tavern) at 899 Fremont Street. Staff recommended approval.
12/04/13	The City Council approved a request for an Extension of Time (EOT-51700) for a nonconforming Liquor Establishment (Tavern) at 899 Fremont Street. Staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
01/08/14	The City Council approved a request for an Extension of Time (EOT-52274) for a nonconforming Gaming Establishment, Non-Restricted use at 899 Fremont Street. Staff recommended approval.
11/19/14	The City Council approved a request for an Extension of Time (EOT-56242) for a nonconforming Liquor Establishment (Tavern) use at 899 Fremont Street. Staff recommended approval.
09/16/15	The City Council approved a request for an Extension of Time (EOT-60638) for a nonconforming Gaming Establishment, Non-Restricted use at 899 Fremont Street. Staff recommended approval.
	The City Council approved a request for an Extension of Time (EOT-60639) for a nonconforming Liquor Establishment (Tavern) use at 899 Fremont Street. Staff recommended approval.
9/07/16	The City Council approved a request for an Extension of Time (EOT-64070) for a nonconforming Liquor Establishment (Tavern) use at 899 Fremont Street. Staff recommended approval.
08/02/17	The City Council approved a request for an Extension of Time (EOT-70994) for a nonconforming Liquor Establishment (Tavern) use at 899 Fremont Street. Staff recommended approval.
	The City Council approved a request for an Extension of Time (EOT-70995) for a nonconforming Gaming Establishment Non-Restricted use at 899 Fremont Street. Staff recommended approval.
06/26/18	The Department of Planning administratively approved a Minor Site Development Plan Review (SDR-73157) for a temporary parking lot located at the northwest corner of Carson Avenue and 9th Street.

Most Recent Change of Ownership	
03/14/13	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c.1970	The building at 899 Fremont Street was constructed.
12/01/87	A business license (R09-00079) was issued for a restaurant at 899 Fremont Street. The license was marked out of business on 02/02/12.
12/21/87	A business license (F50-00007) was issued for a food wholesale at 899 Fremont Street. The license was marked out of business on 02/17/10.
07/06/93	A business license (L16-00049) was issued for a tavern 899 Fremont Street.
12/23/97	A building permit (97025237) was issued for a Certificate of Occupancy for a 4,916 square-foot addition at 899 Fremont Street. The permit was finalized on 10/05/98.
	A building permit (97025238) was issued for on-site improvements at 899 Fremont Street. The permit was finalized on 12/03/98.

Related Building Permits/Business Licenses	
08/03/99	A business license (C05-00763) was issued for a Tobacco Dealer at 899 Fremont Street. The license was marked out of business on 02/02/12.
04/01/04	A business license (C30-01004) was issued for Convention Hall Gaming Tax at 899 Fremont Street. The license was marked out of business on 05/30/12.
	A business license (G08-00059) was issued for Non-Restricted Gaming at 899 Fremont Street. The license was marked out of business on 02/02/12.
05/06/09	A business license (W10-00295) was issued for a Wire Service at 899 Fremont Street. The license was marked out of business on 02/02/12.
11/30/09	A business license (C08-01915) was issued for a Juke Box at 899 Fremont Street. The license was marked out of business on 02/02/12.
06/28/12	A business license (G08-00096) was issued for a Non-Restricted Gaming two-day opening at 899 Fremont Street. The license was marked out of business on 07/02/12
	A business license (C30-01041) was issued for Convention Hall Gaming Tax at 899 Fremont Street. The license was marked out of business on 07/02/12.
12/27/12	A business license (G08-00100) was issued was issued for a Non-Restricted Gaming two-day opening at 899 Fremont Street. The license was marked out of business on 01/03/13.
09/12/13	A building permit (242997) was issued for the demolition of a three-story motel at 115 South 8th Street. The permit has not been finalized.
10/09/14	A business license (P62-00147) was issued for a Non-Restricted Gaming one-day opening at 899 Fremont Street. The one-day opening occurred on 10/15/14.
08/22/16	A business license (P64-00099) was issued for a Non-Restricted Gaming one-day opening at 899 Fremont Street. The one-day opening occurred on 09/08/16.
04/18/18	A business license (P66-00094) was issued for a non-restricted gaming for a one day opening for 07/27/18 at 899 Fremont Street. The license is in pending status.

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	
06/28/18	A routine field check was conducted by staff and noted that the site is well-maintained property.

Details of Application Request	
Site Area	
Net Acres	1.87

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant Hotel/Casino	C (Commercial)	C-2 (General Commercial)
North	Parking Lot	C (Commercial)	C-2 (General Commercial)
South	Parking Garage	MXU (Mixed Use)	C-2 (General Commercial)
East	General Retail	C (Commercial)	C-2 (General Commercial)
	Parking Lot		C-1 (Limited Commercial)
	Multi-Family Residential		R-4 (High Density Residential)
West	Parking Lot	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
Downtown Las Vegas Overlay District – Area 1 (Fremont East District)	Y
Live/Work Overlay District	Y
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

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-72928 APN: 139-34-612-056 and 139-34-612-027

Name of Property Owner: 899 Fremont, LLC

Name of Applicant: Fifth Street Gaming, LLC

Name of Representative: Jason Sifers, Attorney for Applicant

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: Does not apply

Partner(s): Does not apply Does not apply

APN: Does not apply

Signature of Property Owner:

Print Name: Mark Carlson, VP of Operations

Subscribed and sworn before me

This 27th day of February, 2018

Notary Public in and for said County and State

Julie Scott
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 05-100334-1
My Appt. Expires August 15, 2021

Revised 03/28/16

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MAR 15 2018

Dept of Planning
City of Las Vegas

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time - Preservation of Tavern Rights: Western Hotel

Project Address (Location) 899 Fremont Street & 115 S. 8th Street, Las Vegas, Nevada 89101

Project Name Western Hotel Casino **Proposed Use** No changes

Assessor's Parcel #(s) 139-34-612-056 and 139-34-612-027 **Ward #** 3 (Bob Coffin)

General Plan: existing C proposed Same **Zoning:** existing C-2 proposed Same

Commercial Square Footage 48,407 **Floor Area Ratio** N/A

Gross Acres 1.36 and 0.51 **Lots/Units** 3 **Density** N/A

Additional Information

PROPERTY OWNER 899 Fremont, LLC **Contact** Mark Carlson

Address P.O. Box 1570 **Phone:** (702) 933-7140 **Fax:**

City Las Vegas **State** NV **Zip** 89101

E-mail Address joe.cain@finelv.com

APPLICANT Fifth Street Gaming, LLC **Contact** Joe Cain

Address 650 S. Main Street **Phone:** (702) 933-7140 **Fax:**

City Las Vegas **State** NV **Zip** 89106

E-mail Address

REPRESENTATIVE Attorney for Applicant **Contact** Jason Sifers - McDonald Car

Address 2300 W. Sahara Ave., Suite 1200 **Phone:** (702) 257-4509 **Fax:** (702) 873-9966

City Las Vegas **State** NV **Zip** 89102

E-mail Address jsifers@mcdonaldcarano.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* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Mark Carlson, VP of Operations

Subscribed and sworn before me

This 27th day of February, 20 18.

[signature]

Notary Public in and for said County and State

Julie Scott
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 05-100334-1
My Appt. Expires August 15, 2021

FOR DEPARTMENT USE ONLY

Case #	EOT-72928
Meeting Date:	~~5/2/18~~ 8/1/18 CC
Total Fee:	$1050.00
Date Received:*	3/15/18
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.

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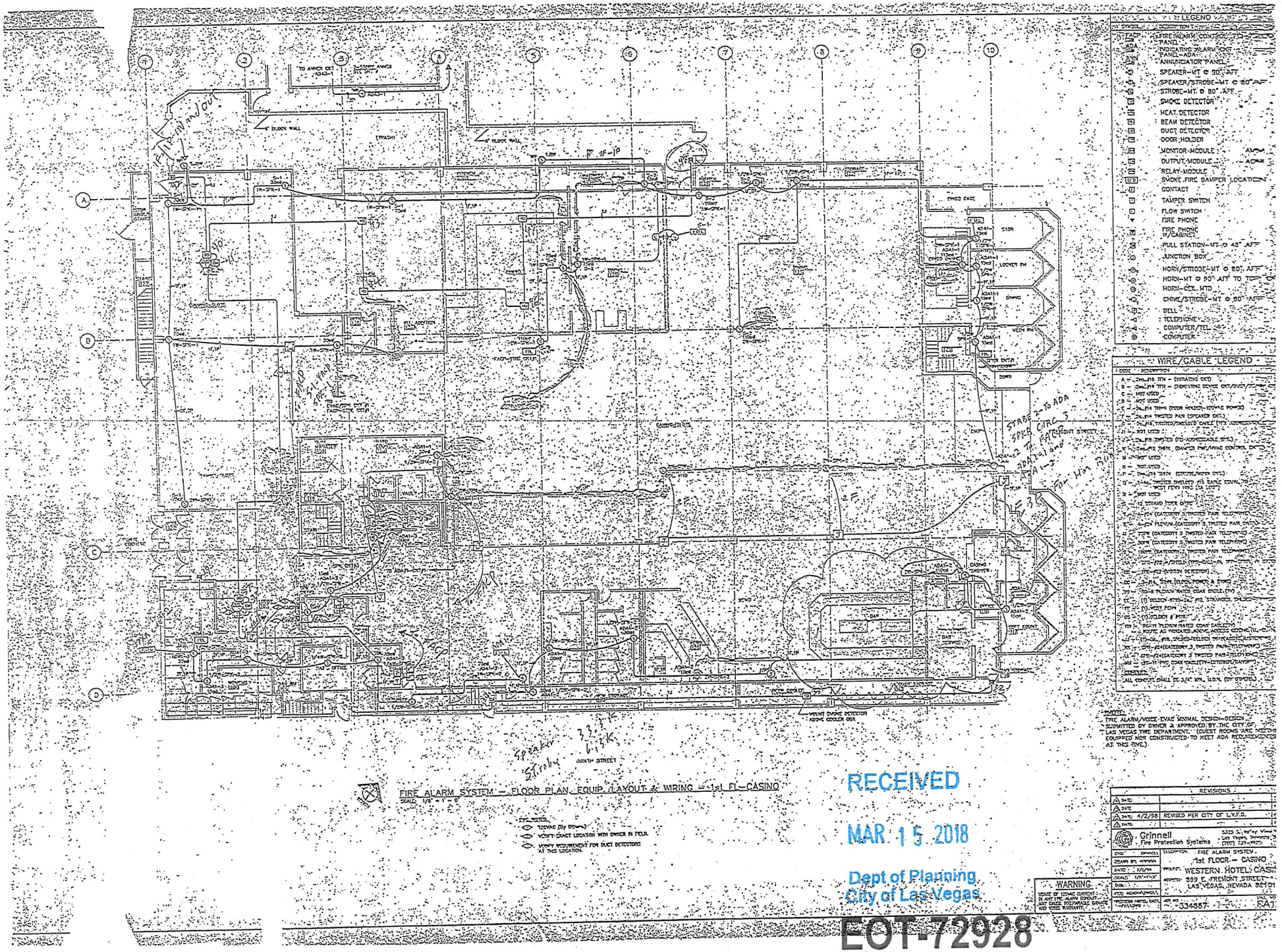
City of Las Vegas

Revised 03/28/16


LEGEND
FIRE ALARM CONTROL PANEL
INDICATING ALARM SOUNDER PANEL-ADA
ANNUNCIATOR PANEL
SPEAKER-MT @ 80" AFF
SPEAKER/STROBE-MT @ 80" AFF
STROBE-MT @ 80" AFF
SMOKE DETECTOR
HEAT DETECTOR
BEAM DETECTOR
DUCT DETECTOR
DOOR HOLDER
MONITOR MODULE
OUTPUT MODULE
RELAY MODULE
SMOKE/FIRE DAMPER LOCATION
CONTACT
TAMPER SWITCH
FLOW SWITCH
FIRE PHONE
FIRE PHONE W/CABINET
PULL STATION-MT @ 48" AFF
JUNCTION BOX
HORN/STROBE-MT @ 80" AFF
HORN-MT @ 80" AFF TO TOP
HORN-CEIL. MTD
CHIME/STROBE-MT @ 80" AFF
BELL
TELEPHONE
COMPUTER/TEL
COMPUTER
WIRE/CABLE LEGEND
NOTES:
FIRE ALARM/VOICE-EVAC SIGNAL DESIGN-DESIGN SUBMITTED BY OWNER & APPROVED BY THE CITY OF LAS VEGAS FIRE DEPARTMENT. (GUEST ROOMS ARE NOT EQUIPPED NOR CONSTRUCTED TO MEET ADA REQUIREMENTS AT THIS TIME.)
FIRE ALARM SYSTEM - FLOOR PLAN, EQUIP. LAYOUT & WIRING - 1st FL - CASINO
SCALE: 1/8" = 1'-0"
FPL NOTES:
1. 120VAC (By Others)
2. VERIFY EXACT LOCATION WITH OWNER IN FIELD.
3. VERIFY REQUIREMENT FOR DUCT DETECTORS AT THIS LOCATION.
SOUTH STREET
FREMONT STREET
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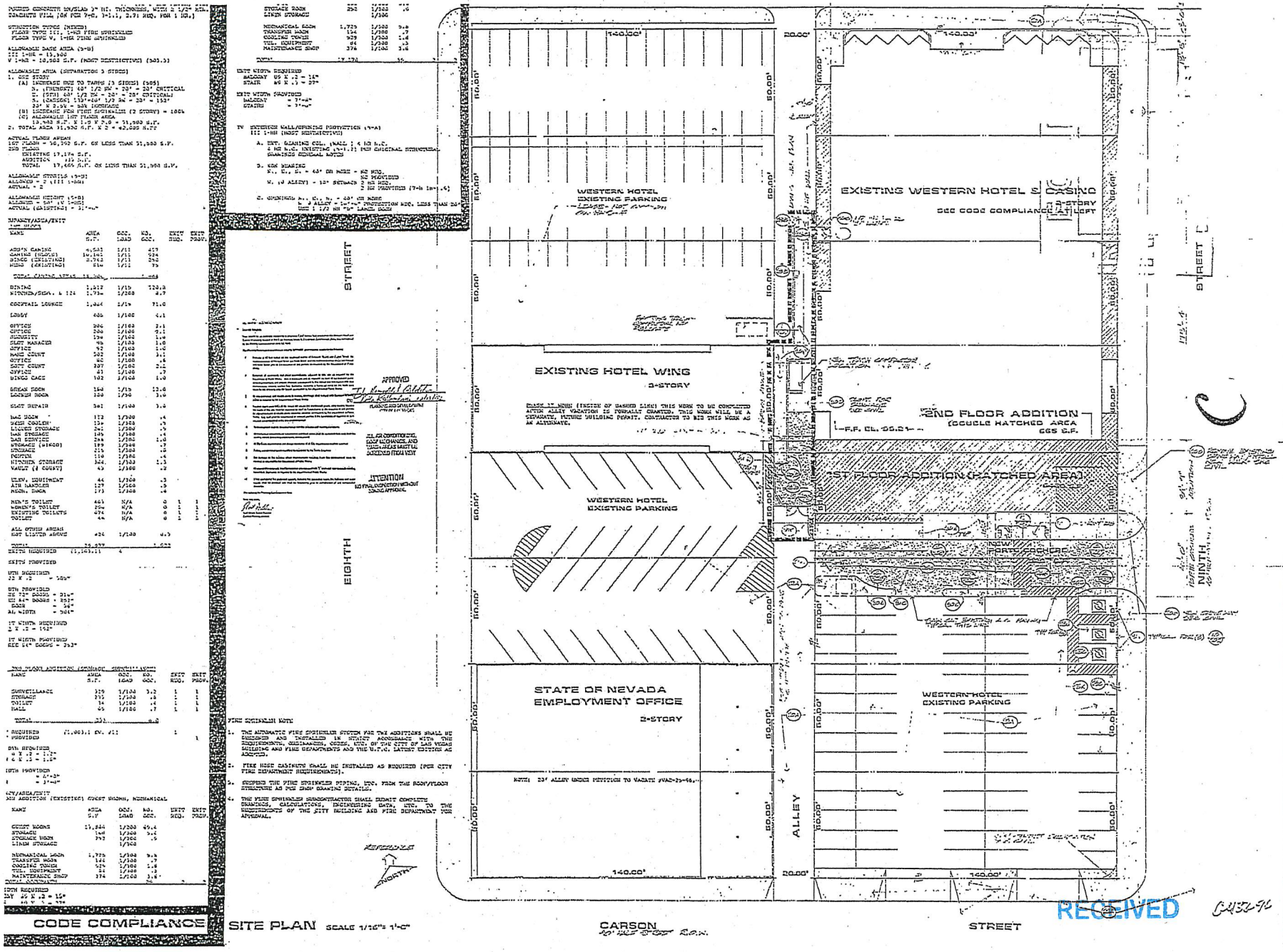
Dept of Planning
City of Las Vegas
EOT-72928
WARNING
REVISIONS
DATE
DATE
DATE: 4/2/98 REVISED PER CITY OF L.V.F.D.
DATE
Grinnell Fire Protection Systems
DWG: GRINNELL
DESCRIPTION: FIRE ALARM SYSTEM - 1st FLOOR - CASINO
DRAWN BY: MYERS
PROJECT: WESTERN HOTELS CASINO
DATE: 2/2/94
SCALE: 1/8"=1'-0"
ADDRESS: 599 E. FREMONT STREET, LAS VEGAS, NEVADA 89101
DWG. No.: 334557
REV. NO.: FA1
FIELD ADJUSTMENTS:
REVISION NOTES, DATE, INITIALS:



SD-1 WESTERN HOTEL CASINO ADDITION/REMODEL

FREMONT STREET AT NINTH STREET

LAS VEGAS, NEVADA

EXBER, INC. DBA

ERROL HILL ARCHITECT LTD.

1814 MARYLAND PKWY, LAS VEGAS NV 89104 386-8783

OWNER:

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MAR 15 2018

Dept of Planning
City of Las Vegas

EOT-72928



EOT-72928 - APPLICANT: FIFTH STREET GAMING, LLC - OWNER: 899 FREMONT, LLC
899 FREMONT STREET

06/28/18



EOT-72928 - APPLICANT: FIFTH STREET GAMING, LLC - OWNER: 899 FREMONT, LLC
899 FREMONT STREET

06/28/18



EOT-72928 - APPLICANT: FIFTH STREET GAMING, LLC - OWNER: 899 FREMONT, LLC
899 FREMONT STREET

06/28/18

August 3, 2017

Mr. Mark Carlson
899 Fremont, LLC
PO Box 1570
Las Vegas, Nevada 89101

RE: EOT-70994 - EXTENSION OF TIME - NON-CONFORMING USE - PUBLIC HEARING CITY COUNCIL MEETING OF AUGUST 2, 2017

Dear Mr. Carlson:

The City Council at a regular meeting held on August 2, 2017 voted to ***APPROVE*** a request for an Extension of Time FOR A NONCONFORMING TAVERN at 899 Fremont Street (APNs 139-34-612-056 and 027) C-2 (General Commercial) Zone, Ward 3 (Coffin).

This approval is subject to the following conditions:

Planning

1. This Extension of Time for a nonconforming Liquor Establishment (Tavern) use shall expire on September 16, 2018 unless another Extension of Time is approved by the City Council.

The Notice of Final Action was filed with the Las Vegas City Clerk on August 3, 2017.

Sincerely,

Robert Summerfield
Acting Director
Department of Planning

RTS:clb

cc: Mr. Joe Cain
Fifth Street Gaming, LLC
650 South Main Street
Las Vegas, Nevada 89106

Mr. Dennis Gutwald-McDonald
2300 West Sahara Avenue, Suite #1200
Las Vegas, Nevada 89102

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EOT-72928
MAR 15 2

Dept of Planning
City of Las Vegas

McDONALD CARANO

March 15, 2018

VIA HAND DELIVERY

City of Las Vegas
Department of Planning
Attn: Peter Lowenstein
333 North Rancho Drive, Third Floor
Las Vegas, Nevada 89106

Re: Justification Letter for the Western Hotel and Casino

Dear Director Lowenstein:

Please accept this justification letter submitted with and in support of the Application for Extension of Time ("AET") regarding the tavern land use rights at the property formerly known as the Western Hotel and Casino (the "Western"), located at 899 Fremont Street in a historic section of Downtown (APNs 139-34-612-056 and 139-34-612-027). The AET is being submitted to request an extension of the period of time that nonconforming tavern land use rights can be discontinued or abandoned before those rights are lost. The Western's nonconforming tavern land use rights will expire on August 2, 2018[1] if an extension of time is not granted. Currently, the Western plans to open on July 27, 2018 from 9:00 a.m. to 5:00 p.m. to preserve grandfathered licensing rights and would like to coordinate its requested approval for an extension of time with that opening.

Pursuant to Title 19.14.030.A.3.C. of the City Municipal Code (the "Code"), the Las Vegas City Council may extend the period of time that a nonconforming use is abandoned before the property must become conforming:

1. *If the extended abandoned period is a result of economic hardship*

   The effects of the severe economic downturn that Downtown experienced still linger. While the Downtown economy is recovering, it has yet to reach prerecession levels of business and the currently operating gaming establishments with their tavern operations are still not close to being utilized to capacity. Additional improvement in Downtown business must occur before opening or leasing the Western, as a nonrestricted gaming establishment with tavern operations, becomes economically feasible.

2. *Public health, safety and welfare will not be jeopardized by extending the period of abandonment that may occur before the property must become conforming*

[1] The City Council approved an extension of time on August 2, 2017. In the letter memorializing that approval, the City indicated the extension of time would expire on September 16, 2018. Pursuant to Title 19.14.030.A.3.C. of the Code, however, it appears that such an extension of time may not exceed one year. In an abundance of caution, we are operating as if this earlier date controls.

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EOT-72928
Dept of Planning Las Vegas

The Western is located within a C-2 (General Commercial) zoning district, which allows for a tavern/casino license and liquor sales. The Western has been well maintained and does not pose a threat to public health, safety, or welfare.

The Western's owner is currently developing nearby property, including Fremont9, an upscale 232-unit apartment building, just across the street from the Western. Fremont9 is currently scheduled to open this summer. Additionally, the subject property has a parking lot and parking garage adjacent to it, also owned by the Western's owner. The Western's owner will soon be submitting entitlement drawings in hopes of using this space to increase Downtown Las Vegas's parking capacity. Like the ongoing residential development, this parking project will bring more guests to the vicinity of the Western. Once Fremont9 and other similar projects are fully operational, Downtown Las Vegas will be better able to support opening of retail, food, liquor, and gaming operations at the Western's former location.

Further, continuing the nonconforming tavern land use rights will assist in development of the site, and help maintain the property value of both it and its adjacent properties. Because of the Western's location, its redevelopment will play a role in the revitalization of Downtown. Based on the foregoing, we respectfully request your approval of the Western's request for an extension of time to preserve the grandfathered nonconforming tavern rights at the property. If you have any questions, please call me at (702) 257-4509 or e-mail me at jsifers@mcdonaldcarano.com. Thank you for your consideration of this request.

Sincerely,

McDonald Carano

Jason Sifers

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MAR 15 2018
EOT-72928
Dept of Planning
City of Las Vegas

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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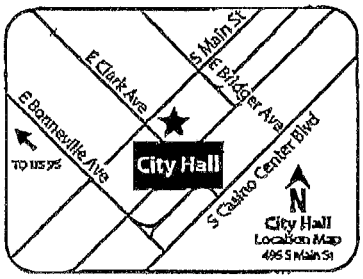
CITY CLERK
2018 JUL 23 A 10:30

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.

Case: EOT-72928

13934613030
DELGADO DONAVAN E
150 N LAS VEGAS BLVD #911
LAS VEGAS NV 89101

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

EOT-72928

City Council Meeting of **08/01/2018**

87 FRDFNP1 89101

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Permit No. 1630

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2018 JUL 23 A 11:49

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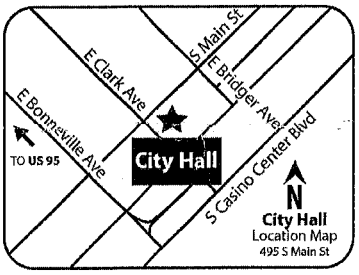

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

EOT-72928

City Council Meeting of **08/01/2018**

Case: EOT-72928

13935317008
CHALOUPKA WILLIAM JOHN
1142 E CARSON AVE
LAS VEGAS NV 89101-5360

87 FRDFNP1 89101

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

SUBJECT:
SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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.: **73.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 1, 2018

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