

1 **RESOLUTION OF THE CITY COUNCIL RATIFYING**
2 **TEMPORARY ACTIONS TO ASSIST BUSINESSES IN THE FORM OF GRANTS**
3 **AND AUTHORIZING SPECIFIC BUSINESS ACTIVITIES NOT OTHERWISE PERMITTED**

4 WHEREAS, current conditions related to the COVID-19 virus have resulted in a number of negative
5 impacts on businesses and individuals; and

6 WHEREAS, in an effort to provide affected businesses and individuals some relief from these
7 impacts, the City Manager desires to take action, or has taken action, to authorize a number of temporary
8 measures regarding grants to businesses and specific business activities not otherwise permitted by the Las
9 Vegas Municipal Code; and

10 WHEREAS, the measures are described herein and in the attached document; and

11 WHEREAS, the City Manager desires to have the Council authorize the actions so listed, including
12 ratification of any such actions already taken.

13 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS
14 VEGAS to ratify and authorize the actions described below and in detail in the attached document.

15 1. Business Preparedness Grant Program: A new grant program available to eligible businesses
16 to assist them with funding expenditures associated with preparing their places of businesses to reopen and
17 operate in compliance with the State of Nevada and the Southern Nevada Health District COVID-19
18 directives and guidelines. The maximum grant amount is \$4,000 per location and will be distributed on a
19 first-come, first-serve basis.

20 2. Outdoor Dining and Sidewalk Sales in Downtown Las Vegas: A temporary administrative
21 action allowing downtown restaurant and retail establishments to perform their business within the public
22 sidewalk area without an encroachment license or additional permitting. This temporary administrative
23 action will be in effect throughout Phases One and Two of the Governor's Reopening Plan, and may be
24 extended at the discretion of the City Manager.

25 3. Dine Out Downtown: The temporary closure of certain public thoroughfares for the purpose
26 of city installed and managed dining accommodations. These dining accommodations will include tables,
chairs, and shade canopies; and will be available for any person to use for curbside dining when ordering

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1 from Downtown dining establishments.

2 4. Package Alcohol Delivery: A temporary administrative action that allows a business with a
3 liquor-store or brew-pub license, as defined by LVMC 6.50, to deliver alcoholic beverages sealed by the
4 manufacturer after obtaining a Time-Limited Package Alcohol Delivery permit.

5 5. Curbside Package Alcohol Sales: A temporary administrative action that allows a business
6 with a liquor-store or brew-pub license, as defined by LVMC 6.50, to allow curbside pick-up of alcoholic
7 beverages sealed by the manufacturer after obtaining a Time-Limited Alcohol Curbside Package Alcohol
8 permit.

9 6. Outdoor Activity Areas for Commercial Centers: A temporary administrative action
10 allowing tenants of commercial centers to perform their business in outdoor areas (on-site sidewalk and
11 parking areas) without a temporary commercial permit for Parking Lot/Sidewalk Sales or any additional
12 permitting. This temporary administrative action will be in effect throughout Phases One and Two of the
13 Governor's Reopening Plan, and may be extended at the discretion of the City Manager.

14 Notwithstanding any other provision included herein, this Resolution shall terminate upon
15 declaration of an end to current COVID-19 emergency by the Mayor, the City Council, or Governor,
16 whichever occurs earliest.

17 PASSED, ADOPTED, AND APPROVED this 3rd day of June, 2020.

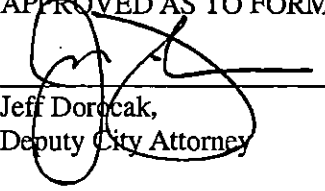
18 CITY OF LAS VEGAS

19 BY 
20 CAROLYN E. GOODMAN, Mayor

21 ATTEST:

22 
23 LUANN D. HOLMES, MMC
City Clerk

24 APPROVED AS TO FORM

25 
26 Jeff Dorocak,
Deputy City Attorney

5/21/2020
Date



City of Las Vegas Business Preparedness Grant – Final Program Guidelines
Emergency Grant for Assistance with Preparedness and Reopening due to COVID-19 Pandemic

This Emergency Grant, funded by the city of Las Vegas through funds received by the Coronavirus Relief Fund of the CARES Act, provides a grant of up to a maximum of \$4,000 to fund expenses associated with Personal Protective Equipment, Facility Retrofit for Health & Safety measures, or other expenses for physical facility or equipment expenses reasonably needed to prepare businesses for reopening or expanded reopening.

This Grant Program is being capitalized with \$4 million. Grant funds are available on a ***first-come, first-served basis*** and are awarded at the sole discretion of the city of Las Vegas.

To be eligible, a business must meet the following requirements:

- Business must have an active business license within the City and original license issuance date must have occurred on or before December 1, 2019.
- Business must employ no less than three and no more than twenty-five full-time equivalent (FTE) employees as of 2/28/2020.
- Business must have been either required to close or have experienced significant economic hardship due to the COVID-19 pandemic.
- Business must not have engaged or currently be engaged in any illegal activity per local, State, or Federal laws or regulations. In all instances, Federal laws and regulations taking precedence over local or State laws or regulations.
- Business must commit to uphold all of the recommendations and/or comply with any mandates for re-opening promulgated by the State of Nevada and the Southern Nevada Health District.

Businesses that are NOT eligible to request or receive Grant funds are:

- Business whose principal place of business location is not within the City's jurisdiction limits;
- Non-profit entities;
- Home-based businesses or businesses without a physical location;
- Liquor stores;
- Business that presents live performances of a prurient sexual nature or derives directly or indirectly more than de minimis gross revenue through the sale of products or services, or the presentation of any depictions or displays, of a prurient sexual nature, including without limitation, strip clubs, adult video stores, and adult bookstores;
- Massage parlors;
- Tobacco shops;
- Golf courses;
- Marijuana (cannabis) related businesses; and
- Other privileged license businesses not in the Excluded Businesses Definition below.*

Businesses specifically excluded are those requiring a privileged license with the exception of wedding chapels and businesses that serve alcohol for consumption on the premises where the same are sold; any off-premise sales must be incidental to the on-premise sales and consumption of alcoholic beverages.



• Other excluded businesses are: bail bonds, check cashing, churches, convenience stores, establishments with gaming, reflexology, sexually oriented businesses and tattoo operations.

* For a full list of Privileged Licenses, please go to

<https://www.lasvegasnevada.gov/Business/Business-Licenses/Types-of-Business-Licenses>

GENERAL CONDITIONS

1. Unless otherwise preempted by Federal law, the laws of the State of Nevada shall govern the validity, construction, performance and effect of this Application, without giving effect to its conflict of law provisions. Applicant hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Application or any alleged breach thereof. Applicant hereby waives trial by jury in any action, proceeding or counterclaim on any matters whatsoever arising out of or in any way connected with this Application.
2. The invalidity, illegality, or unenforceability of any provision of this Application or the occurrence of any event rendering any portion or provision of this Application void shall in no way affect the validity or enforceability of any other portion or provision of this Application. Any void provision shall be deemed severed from this Application, and the balance of this Application shall be construed and enforced as if this Application did not contain the particular portion or provision held to be void. The Applicant further agree to amend this Application to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Application from being void should a provision which is of the essence of this Application be determined void.
3. Waiver of any of the terms of this Application shall not be valid unless it is in writing signed by the City. The failure of the City to enforce any of the provisions of this Application, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Application, or to affect the right of the City to thereafter enforce each and every provision of this Application. Waiver of any breach of this Application shall not be held to be a waiver of any other or subsequent breach of this Application.
4. Applicant shall not assign their rights nor delegate their duties under this Application without the written consent of the City, which may be withheld at the City's sole discretion.
5. Applicant shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Applicant, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Application and/or pertaining to the use of the Funds provided to Applicant pursuant to the Application; or (ii) any default in the performance of any obligation on Applicant's part to be performed under the terms of this Application, regardless of whether the Liabilities were caused in part by the City. Applicant agrees that it is assuming the sole risk of any Liabilities related to the contraction by Applicant's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other



disease, including, without limitation, COVID 19, related to the performance of this Application and that Applicant's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law. It is expressly agreed that the Applicant shall defend the City at Applicant's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Applicant fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Applicant.

6. The Applicant agrees to maintain the financial books and records (including supporting documentation, contracts, cancelled checks and receipts) pertaining to the use of the Funds provided to Applicant pursuant to this Application according to standard accounting principles and procedures. The books and records shall be maintained for a period of five (5) years after completion of this Application and use of the Funds provided to Applicant pursuant to this Application, except that books and records which are the subject of an audit finding shall be retained for three (3) additional years after such finding has been resolved. If the Applicant goes out of business, the Applicant shall forward the books and records to the City to be retained by the City for the period of time required herein. The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Applicant pertaining to the use of the Funds provided to Applicant pursuant to this Application during normal business hours to determine or to verify Applicant's compliance with their obligations under this Application and applicable law. The City will provide prior written notice to the Applicant of the audit and inspection. If the books and records are not located within Clark County, the Applicant agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Applicant may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Applicant's office. If the books and records provided to the City are incomplete, and/or it is determined in the sole discretion of the City that Applicant did not properly use the Funds provided to Applicant pursuant to this Application, the Applicant agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City any misused Funds and additional costs associated therewith. The Applicant's failure to remedy the deficiency shall constitute a material breach of this Application. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section and the Application as a whole.

7. The Applicant, in the performance of the obligations of this Application, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Application including, but not limited to, the Federal Occupational Safety and Health Act, and the Coronavirus Aid, Relief, and Economic Security Act.

8. During the entire performance period of this Application and the use of the Funds provided to Applicant pursuant to this Application, the Applicant shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Application and the use of the Funds provided to Applicant pursuant to this Application, including maintaining an active City of Las Vegas business license if required by Las Vegas Municipal Code 6.02.060.

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



10. Fair Employment Practices. In connection with the performance of work by the use of the Funds provided to Applicant pursuant to this Application, the Applicant agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Applicant further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by Applicant shall constitute a material breach of this Application.

11. In accordance with the Immigration Reform and Control Act of 1986, the Applicant agrees that it will not employ unauthorized aliens in the use of the Funds provided to Applicant pursuant to this Application.

12. The use of the Funds provided to Applicant pursuant to this Application shall conform in all respects with the requirements set forth in this Application. If requested, the Applicant shall furnish the City with sufficient data and information needed to determine if the use of the Funds provided to Applicant pursuant to this Application conform to all the requirements of this Application.

13. In no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Application.

14. An official of the City, who is authorized on behalf of the City to make, accept or approve, or take part in accepting or approving this Application, or payments under this Application, shall not be directly or indirectly interested personally in this Application or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Application, shall become directly or indirectly interested personally in this Application or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Application. Applicant represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Application. Notwithstanding any other provision of this Application, if such interest becomes known, the City may immediately terminate this Application.

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

16. Time is of the essence of the Application and each of its provisions.

17. Applicant's obligations herein above shall survive any termination and/or consummation of this Application.

Public Sidewalk Use for Restaurant and Retail

During the duration of the State of Nevada Executive Orders and Regulations impacting restaurant and retail operations in the city of Las Vegas, City Municipal Code requirements related to permitting requirements for outdoor dining and sidewalk sales are temporarily suspended. The following requirements shall apply to outdoor dining and sidewalk sales on public sidewalks.

General Requirements. Business operations for outdoor dining and sidewalk sales within public sidewalks shall conform to the following:

1. Applicable State of Nevada Emergency Orders and Regulations ([http://gov.nv.gov/News/Emergency Orders/Emergency Orders/](http://gov.nv.gov/News/Emergency%20Orders/Emergency%20Orders/)).
2. State of Nevada social distancing recommendations for tables, chairs, and other furniture.
3. Maintaining a minimum of 6 feet of public pedestrian walkway space referred to herein as the "Pedestrian Path."
4. Any applicable requirements under the business license for the business operations shall apply and extend to the outdoor dining and sidewalk sales area.

Location Requirements.

1. The width of the available public sidewalk frontage that may be used shall be the width of the property. The business may use additional public sidewalk not to exceed 50 feet, only with the approval of the adjacent property owner. Businesses are strongly encouraged to coordinate use and access.
2. No tables, chairs, umbrellas, merchandise racks, or other objects shall encroach into the Pedestrian Path, sidewalk ramp, or corner curb ramp area.
3. Furniture, fixture, or equipment shall not be permanently affixed to the public sidewalk.
4. Access to fire hydrants, fire hose building connections for sprinkler systems, and building entrances and exits shall not be obstructed.

Operating Requirements.

1. Outdoor dining and sidewalk sales may only operate on the public sidewalk area during operating hours that are consistent with the business operating hours.
2. Removable barriers may be used to define the outdoor dining and sidewalk sale area.
2. All signage must be compliant with the City's Municipal Code. No advertising shall be permitted except for the business establishment's name and logo.
3. No heating, cooking, refrigeration, sinks, food preparation, or other operating equipment shall be permitted on the public sidewalk.
4. Landscaping planters are permitted. Watering shall be limited to minimize overflow and seepage onto the public sidewalk.
5. Business operators are responsible for cleaning and sanitizing the public sidewalk area.

6. Outdoor music, and sound equipment, sources, and devices that intentionally emit sound, except for safety alarms, are prohibited on the public sidewalk. The doors and windows of the building may be propped open, from time to time, at the business operator's discretion. In exercising such discretion, such use shall not create a public nuisance.

7. By allowing this temporary use, the City has foremost in mind providing business owners enhanced opportunities and the public with an orderly atmosphere devoid of any act by any person contrary to the highest community standards, and avoiding any substance or appearance of any noisy, unruly, inebriated, disruptive, disorderly, lewd, nude, partially nude, adult oriented, unwholesome, or sexually oriented behavior, business, entertainment, or other activity of any description or to any degree on the public sidewalk. Any such behavior, business, or activity by the business owner, any invitee or guest of business owner, or anyone else using the outdoor dining or sidewalk sales area pursuant to this authorization is strictly prohibited. The requirements of this paragraph are specifically acknowledged to be a requirement of this authorization independent of and in addition to any zoning or other government regulation affecting the business operations. The business owner shall immediately cause to be removed from the outdoor dining or sidewalk sale area any persons who are obviously intoxicated or under the influence of any narcotic or chemical, commits any acts of violence, acts in a loud or unusually boisterous manner, harms or threatens harm to any person or thing, violates any law or regulation applicable to the business operations, or commits or causes, directs, or encourages any person to commit any of the aforementioned acts. The requirements of this paragraph do not apply to members of the public using the public sidewalk for pedestrian travel.

City Reserved Rights.

1. The City reserves the right to order the business operator to remove outdoor dining or sidewalk sale that (i) creates an obstruction to, or causes congestion of, pedestrian or vehicular traffic; (ii) the business operations present a danger to the health, safety, or general public welfare; and (iii) the business operator violates these requirements or State of Nevada Executive Orders and Regulations.

2. Additionally, the City may require removal, temporary or permanent, of the outdoor dining or sidewalk sales due to City requirements or utility company requirements that have franchise or other right to the public right-of-way. The business owner shall be responsible to the City for any removal costs if business owner fails to remove the outdoor dining or sidewalk sale after reasonable written notice from the City. The City is not responsible for any damage or loss of any business personal property.

Use of Parking Lot or Sidewalk within a Commercial Center or on a Commercially Zoned Property for Purposes of Meeting Social Distancing

During the duration of the State of Nevada Executive Orders and Regulations impacting restaurant, commercial, and retail operations in the city of Las Vegas, City Municipal Code requirements related to permitting requirements for Temporary Commercial Permits (Parking Lot/Sidewalk Sales) are temporarily suspended. The following requirements shall apply to the use of parking lots or sidewalks within a commercial center or on a commercially zoned property for purposes of meeting social distancing guidelines.

General Requirements. Business operations proposing to use a parking lot or sidewalk within a commercial center or on a commercially zoned property shall conform to the following:

1. Applicable State of Nevada Emergency Orders and Regulations (http://gov.nv.gov/News/Emergency_Orders/Emergency_Orders/).
2. State of Nevada social distancing recommendations for tables, chairs, and other furniture and equipment.
3. Maintain a minimum of 6-feet of pedestrian walkway space referred to herein as the "Pedestrian Path."
4. Maintain all fire lanes, parking circulation, and handicap parking spaces and the pedestrian path to the public right-of-way.
5. Any applicable requirements under the business license for the business operations shall apply and extend to any outdoor operations.
6. Permission to use any common outdoor space, on-site sidewalk, or parking area must be obtained from the property owner, where applicable.

Location Requirements.

1. The width of the available on-site sidewalk frontage that may be used shall be the width of the property or tenant space, as applicable. The business may use additional on-site sidewalk not to exceed 50-feet, only with the approval of the adjacent business owner and the property owner. Businesses are strongly encouraged to coordinate use and access.
2. Use of the parking lot area for commercial activity shall not impact more than 50 percent of the required parking for the business(es) using the parking lot area. Adequate traffic barricades should be used to clearly delineate the area being used for the commercial activity.
2. No tables, chairs, umbrellas, merchandise racks, or other objects or equipment shall encroach into the any fire lanes, circulation lanes, handicap parking spaces, Pedestrian Path, sidewalk ramp, or corner curb ramp area.
3. Furniture, fixture, or equipment shall not be permanently affixed within any outdoor area not otherwise approved for such installation.
4. Access to fire hydrants, fire hose building connections for sprinkler systems, and building entrances and exits shall not be obstructed.

Operating Requirements.

1. Outdoor activities may only operate on the on-site sidewalk or parking lot area during operating hours that are consistent with the business operating hours.
2. Removable barriers may be used to define the outdoor activity area.
3. All signage must be compliant with the City's Municipal Code. No advertising shall be permitted except for the business establishment's name and logo.
4. Landscaping planters are permitted. Watering shall be limited to minimize overflow and water waste.
5. Business operators are responsible for cleaning and sanitizing the outdoor activity area.
6. Amplified outdoor music, and sound equipment, sources, and devices that intentionally emit sound may be allowed provided the business owner uses appropriate discretion. In exercising such discretion, such use shall not create a public nuisance.
7. By allowing this temporary use, the City has foremost in mind providing business owners enhanced opportunities and the public with an orderly atmosphere devoid of any act by any person contrary to the highest community standards, and avoiding any substance or appearance of any noisy, unruly, inebriated, disruptive, disorderly, lewd, nude, partially nude, adult oriented, unwholesome, or sexually oriented behavior, business, entertainment, or other activity of any description or to any degree in the outdoor activity area. Any such behavior, business, or activity by the business owner, any invitee or guest of business owner, or anyone else using the outdoor activity area pursuant to this authorization is strictly prohibited. The requirements of this paragraph are specifically acknowledged to be a requirement of this authorization independent of and in addition to any zoning or other government regulation affecting the business operations. The business owner shall immediately cause to be removed from the outdoor activity area any persons who are obviously intoxicated or under the influence of any narcotic or chemical, commits any acts of violence, acts in a loud or unusually boisterous manner, harms or threatens harm to any person or thing, violates any law or regulation applicable to the business operations, or commits or causes, directs, or encourages any person to commit any of the aforementioned acts. The requirements of this paragraph do not apply to members of the public using the public sidewalk for pedestrian travel.

City Reserved Rights.

1. The City reserves the right to order the business operator to remove outdoor activities that (i) creates an obstruction to, or causes congestion of, pedestrian or vehicular traffic; (ii) the business operations present a danger to the health, safety, or general public welfare; and (iii) the business operator violates these requirements or State of Nevada Executive Orders and Regulations.
2. Additionally, the City may require removal, temporary or permanent, of the outdoor activity areas due to City requirements or utility company requirements that have franchise or other rights to the public right-of-way. The business owner shall be responsible to the City for any removal costs if business owner fails to remove the outdoor activities area after reasonable written notice from the City. The City is not responsible for any damage or loss of any business personal property.