

BILL NO. 2009-17

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE MUNICIPAL CODE STANDARDS AND REQUIREMENTS FOR AMBULANCE SERVICES PROVIDED BY MEANS OF FRANCHISE, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Candace Falder, Acting Director
of Finance and Business Services

Summary: Updates Municipal Code standards
and requirements for ambulance services
provided by means of franchise.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
AS FOLLOWS:

SECTION 1: Title 6, Chapter 8, Section 20 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.08.020: As used in this Chapter, unless the context otherwise requires, the words and terms defined in this Section have the meanings ascribed to them herein, as follows:

“Administrative Oversight Committee” or “AOC” means the committee established by the Interlocal Agreement for Ambulance Service Regulation adopted by the County, the City of Las Vegas and the City of North Las Vegas on [July 18, 2001;] January 1, 2006, as it may be amended or renewed from time to time, and its successors; or the City if the AOC is terminated or if the City withdraws its participation in the interlocal agreement.

“Advanced life support” or “ALS,” whether used alone or as a modifier of other nouns, has the same meaning as the definition of that term in the Code of Federal Regulations (42 CFR 414.605), as may be amended. Likewise, the terms “ALS1” and “ALS2” have the same meanings as the definitions of those terms in 42 CFR 414.605, as may be amended.

“Air ambulance” means an aircraft, both fixed wing and rotary wing aircraft, especially designed, constructed, modified or equipped to be used for the transportation of injured or sick persons. “Air ambulance” does not include any commercial aircraft carrying passengers on regularly scheduled flights.

“Ambulance” means a motor vehicle which is specially designed, constructed, equipped and staffed to provide basic, intermediate or advanced care for one or more:

- (1) Sick or injured persons; or

1 (2) Persons whose medical condition may require special observation during
2 transportation.

3 For the purposes of this Chapter, the term “ambulance” specifically excludes nonmedically supervised
4 patient transports and special event medical service transports.

5 “Ambulance service” means the emergency medical care and transport, the non-emergency medical
6 care and transport service, including inter-facility ambulance transport service, or both, which are
7 provided to patients utilizing an ambulance with appropriately licensed personnel. The term
8 “ambulance service” does not include the use of vehicles for nonmedically supervised patient transport
9 service, air ambulance service or special event medical service transports.

10 “Applicant” means a person who submits a completed application for a franchise as set forth in this
11 Chapter.

12 “Application” means all written documentation, statements, representations and warranties provided
13 to the City by an applicant, in accordance with this Chapter, to be relied upon by the City Council in
14 making its determination of whether to grant or withhold a franchise.

15 “Automatic Vehicle Locator,” “AVL/GPS” or “AVL” means the automated system used to track or
16 determine the physical location of ambulance vehicles through a Global Positioning System (GPS),
17 on a computerized mapping system that is integrated with the Fire Alarm Office.

18 “AVL/GPS data reports” means Global Positioning System (GPS) data that a franchisee may use to
19 report that it was “on scene,” thereby providing a means to calculate an official response time.

20 “Basic life support” or “BLS” has the same meaning as the definition of that term in the Code of
21 Federal Regulations (42 CFR 414.605), as may be amended.

22 “City” means the City of Las Vegas, Nevada.

23 “City Council” means the governing body of the City.

24 “City Manager” means the City Manager appointed by the City Council to perform such
25 administrative functions of the City government as may be required of him or her by the City Council,
26 or his or her designee.

27 “Computer-aided dispatch” or “CAD” means dispatching of emergency vehicles through the computer
28 technology to calls for service.

1 “CPI-MCS” means the Consumer Price Index (CPI) for all Urban Consumers: U. S. City Average,
2 Series CUUR0000SAM2, Medical Care Services, as published by the U. S. Department of Labor,
3 Bureau of Labor Statistics, Washington, D.C.

4 “Critical care transport” (CCT) or “specialty care transport” (SCT) both have the same meaning as the
5 term “specialty care transport” as defined in the Code of Federal Regulations (42 CFR 414.605), as
6 may be amended.

7 “Department” means the Department of Finance and Business Services.

8 “Director” means the Director of the Department of Finance and Business Services, or his or her
9 designee.

10 “Emergency” has the same meaning as that term is defined by the Health District, as may be amended.

11 “Emergency medical care” means medical care given to a patient in an emergency situation before the
12 patient arrives at a hospital or other medical facility and until responsibility for the patient is assumed
13 by the medical staff at such facility.

14 “Emergency medical service” or “EMS” means a system consisting of a chain of services linked
15 together to provide emergency medical care for the patient at the scene, during transport, and upon
16 entry at a hospital or other medical facility.

17 “EMS priority dispatch” means a dispatch system:

18 (1) Whereby Certified Emergency Medical Dispatchers (EMD’s) give lifesaving pre-arrival
19 instructions to person requesting the same; and

20 (2) Which provides for the dispatch of the appropriate level of emergency vehicle response,
21 A, B, C, D or E as determined by use of a priority card or computer program, based on the severity
22 of the medical emergency.

23 “Emergency medical technician-intermediate” or “EMT-Intermediate” means a person who is
24 qualified, in accordance with the Health District regulations as an EMT-Basic and who is also
25 qualified in accordance with the Health District regulations to perform essential advanced techniques
26 and to administer a limited number of medications.

27 “Emergency medical technician-paramedic” or “EMT-Paramedic” means a person possessing the
28 qualifications of the EMT-Intermediate and also, in accordance with the Health District regulations,

1 as having enhanced skills that include being able to administer additional advanced life support
2 interventions and medications.

3 “Emergency response” has the same meaning as the definition of that term in the Code of Federal
4 Regulations (42 CFR 414.605), as may be amended.

5 “Financial statements” means audited financial statements of the local operation of the franchised
6 business. Financial statements are to include: balance sheet, income statement, statements of cash
7 flows, and statement of retained earnings.

8 “Fire Alarm Office” or “FAO” means the office referred to as Firecom in the Health District
9 regulations which is administered by the City of Las Vegas through an interlocal agreement among
10 the City of Las Vegas, the City of North Las Vegas, and Clark County, or the successor to that office.

11 “Fire Department” means the City’s Department of Fire and Rescue.

12 “Franchise” means the authorization granted to a person by the City Council to provide ambulance
13 service within the City’s rights-of way, highways, streets, roads and alleys. The terms and conditions
14 of such authorization will be described in a franchise agreement specific to such purpose.

15 “Franchise agreement” means the written agreement entered into between the City and a franchisee
16 evidencing the City’s authorization for a franchisee to provide ambulance service requiring the
17 franchisee to comply with the terms of this Chapter and incorporating such other reasonable provisions
18 as the City Council deems appropriate.

19 “Franchise service area” or “service area” means the geographic area of the City, including any
20 sub-zones thereof, specified in a franchise agreement wherein a franchisee is authorized and required
21 to provide ambulance service.

22 “Franchisee” means the person to whom an ambulance service franchise is granted by the City Council
23 pursuant to this Chapter.

24 “Health District” means the Southern Nevada Health District, its officers and authorized agents.

25 “Health District regulations” means the applicable EMS regulations adopted by the District Board of
26 Health, as they may be amended from time to time.

27 “Health Officer” means the Health Officer of the Health District.

28 “Inter-facility ambulance transport service” means an emergency or a nonemergency transport of a

1 patient by ambulance that originates and terminates at previously designated medical facilities or
2 locations.

3 “Loaded mileage” has the same meaning as the definition of that term in the Code of Federal
4 Regulations (42 CFR 414.605), as may be amended.

5 “MDT” means a mobile data terminal, or a computerized device used in emergency vehicles to
6 communicate with a central dispatch office.

7 “Maximum ambulance service rate” means the maximum amount that a franchisee may bill a patient
8 or other payer for the level of ambulance service provided to the patient, as established in this Chapter,
9 including all ancillary services and supplies used in providing ambulance service.

10 “Mutual aid” means ambulance service provided within the franchise service area in response to a
11 request by a franchisee through the FAO for assistance from another franchisee to provide ambulance
12 service in the requesting franchisee’s authorized service area pursuant to an agreement between the
13 franchisees that is on file with the AOC.

14 “Nonemergency ambulance service” means prearranged non-911 dispatched ambulance service
15 provided to patients with non-life-threatening conditions that does not require the use of lights and
16 sirens, including without limitation nonemergency ambulance service requested at special events and
17 other non-911-dispatched ambulance service requests that would be categorized as nonemergency
18 transfers or level 33-A calls (as that term is approved and endorsed by the Health District) when
19 processed through EMS priority dispatch protocol.

20 “Nonmedically supervised patient transfer service” means the transportation of a person that does not
21 require any medical supervision, observation or care while en route, as permitted by the State of
22 Nevada Transportation Services Authority.

23 “Performance standards” means response time requirements that are required to be met by a franchisee
24 as specified in Section 6.08.150 in the performance of providing ambulance service by the franchisee.

25 “Response time” means the time period measured from receipt by a franchisee of electronically
26 transferred information from the FAO dispatch facility on the patient location, EMS priority dispatch
27 code, and call-back number to the time when the ambulance dispatched to the incident arrives and
28 reports that it is “on scene” as that term is defined by the AOC, or when the dispatched ambulance en

1 route to an incident is canceled by the FAO dispatch.

2 “Rights-of-way” means property dedicated to, granted to, or held or prescriptively used by the City
3 for public street, alley, road and highway purposes.

4 “Service category” means the type or level of ambulance service that is specified in a franchise granted
5 pursuant to this Chapter.

6 “Seven-digit request for emergency service” means any telephone request for emergency ambulance
7 service that is received directly by a franchisee from any source, including representatives of law
8 enforcement agencies, which is required to be electronically transferred immediately to the FAO
9 system.

10 “Special event” means activities such as, but not limited to, sporting events, off-road vehicle races,
11 speedway races, concerts, fairs and parades occurring on a specific date and time at a specific location.

12 “Special event medical service” or “SEMS” means the providing of medical care to the participants
13 and members of the public in attendance at a special event pursuant to a contractual arrangement
14 between a special event medical service provider or a franchisee and the special event owner, operator,
15 promoter, organizer or any other person authorized to enter into such contractual arrangements on
16 behalf of the special event.

17 “Special event medical service provider” or “SEMS provider” means a person who has obtained a
18 special event medical service provider business license pursuant to Title 6 of this Code and special
19 purpose ambulance service permits required pursuant to Health District regulations.

20 “Special event vehicle” means the special purpose vehicle permitted by Health District regulations
21 which for the purposes of this Chapter may be used for the sole purpose of providing standby medical
22 coverage at predesignated special events. Except as otherwise provided in this Chapter, the term does
23 not include a vehicle which provides ambulance service over City rights-of-way.

24 “Street” means the surface of the full width of the right-of-way, including alleys, sidewalks and
25 thoroughfares, places or ways of any kind used by the public or open to the public as a matter of right
26 for the purpose of vehicular traffic or vehicular and pedestrian traffic.

27 “Sub-zone” means a portion of a franchise service area as defined in a franchise agreement.

28 “Transfer of ownership or control” means any transaction in which:

1 (1) Any ownership or other right, title, or interest of more than five percent in a franchisee
2 or its ambulance service is transferred, sold, assigned, leased, sublet, or mortgaged, directly or
3 indirectly, voluntarily or involuntarily, in whole or in part;

4 (2) There is any change or transfer of control of a franchise or ambulance service;

5 (3) The rights, obligations, or both, which are held by a franchisee under its ambulance
6 franchise are transferred, directly or indirectly, to another party;

7 (4) Any change or substitution occurs in the managing general partners of a franchisee,
8 where applicable; or

9 (5) A franchisee, or its corporate parents at any level, enter into any transaction that
10 materially increases the debt that is to be borne by the franchisee, directly or indirectly, in a manner
11 that will adversely affect users of the ambulance service.

12 "Transponder" means an electronic device affixed to an ambulance that activates the private access
13 gates located within the franchise service area.

14 "Unforeseen economic circumstance" means:

15 (1) That within a given twelve-month calculation period the percentage change in the
16 CPI-MCS was greater than ten percent or less than zero (decrease); or

17 (2) Another circumstance or set of circumstances which the City Council determines to
18 have had a significant effect on the cost of providing ambulance service.

19 "Volunteer ambulance service" means volunteer ambulance service which is authorized and operated
20 under the direct supervision of the Fire Department.

21 SECTION 2: Title 6, Chapter 8, Section 130 of the Municipal Code of the City of Las
22 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

23 **6.08.130:** (A) No franchisee shall deviate from the color scheme, logo or design approved by
24 the Fire Chief without his or her prior consent.

25 (B) The franchisee shall maintain records within the City and allow for audits as
26 provided in applicable Sections of this Chapter and Title 6 of this Code.

27 (C) A franchisee shall adhere to response time standards and staffing requirements
28 of this Chapter in its service area and individually in each subzone that the franchisee is authorized

1 to serve. The franchisee shall ensure that each sub-zone in its service area receives the same level of
2 service or level of performance as compares with other sub-zones it serves within the franchise service
3 area.

4 (D) A franchisee shall not use, encourage, advocate or solicit the use of any
5 telephone number or system of communication in lieu of the 911 emergency telephone system number
6 for the dispatch of an ambulance to any call except for non-emergency service as defined by this
7 Chapter.

8 (E) Unless otherwise specified in its franchise agreement or required by AOC
9 regulations and procedures, when a franchisee receives, through any means, a request for service
10 which if processed through EMS priority dispatch protocols would be determined to be a Category
11 A, B, C, D, or E level call for EMS ambulance service the franchisee shall electronically transfer
12 information on the call to the FAO, including patient location, condition and call-back number.

13 (F) Any ambulance used for emergency 911 responses by a franchisee shall be
14 replaced no later than when the vehicle mileage reaches 300,000 miles. Any franchisee that has a
15 current franchise agreement with the City on June 1, 2009, shall have until June 30, 2011, to comply
16 with this Subsection (F).

17 (G) Except with respect to nonemergency ambulance service, when a franchisee is
18 providing special event medical service and a patient's condition requires transport, or a franchisee
19 is directly called to transport a patient from a special event, the franchisee shall electronically transfer
20 information on patient location, condition, availability of or need for the dispatch of an ambulance and
21 call-back number to the FAO.

22 SECTION 3: Title 6, Chapter 8, Section 150 of the Municipal Code of the City of Las
23 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

24 **6.08.150:** (A) Requests for ambulance service which are received through the FAO, including
25 seven-digit requests for emergency service, or through a 911-emergency telephone system shall meet
26 the following response time performance standards:

27 (1) For all EMS priority dispatch B, C, D and E level emergency calls, the
28 response time shall be not greater than [eight] eleven minutes and fifty-nine seconds [(8:59).] (11:59).

1 (2) [For all EMS priority dispatch B level emergency calls, the response
2 time shall be no greater than twelve minutes and fifty-nine seconds (12:59).

3 (3)] For all EMS priority dispatch A level emergency calls, the response time
4 shall be no greater than nineteen minutes and fifty-nine seconds (19:59).

5 (B) A franchisee must have ninety percent compliance with the response time
6 standards of Subsection (A) of this Section for the combined total of EMS priority dispatch B, C, D,
7 and E level emergency calls during each calendar month within a service area or each sub-zone of the
8 service area as such service area or sub-zones thereof are established or amended in accordance with
9 the terms of the franchise agreement.

10 (C) In addition to the provisions of Subsection (A) of this Section, a franchisee's
11 failure to arrive on the scene in response to EMS priority dispatch C, D and E level emergency calls
12 within fourteen minutes and fifty-nine seconds (14:59) of dispatch by the FAO may be cited in the
13 franchise agreement as grounds for taking further disciplinary action against a franchisee.

14 (D) A franchisee's failure to comply with the response time requirements of this
15 Chapter and resulting penalties may be waived by the Director after his or her consideration of any
16 recommendations made by the AOC, and provided that such waiver is not contrary to the provisions
17 of the franchise agreement[, under the following circumstances:

18 (1) A] when a franchisee was unable to locate the incident due to incorrect
19 or inaccurate dispatch information from the FAO, such as incorrect number of a street address, street
20 name, direction, street designator or fire district and phantom grids as maintained by the FAO.]; or

21 (2) Due to circumstances beyond the franchisee's control, including
22 detention of ambulance and crew at a hospital emergency department for excessive lengths of time
23 waiting for hospital staff to accept transfer of care of a patient.]

24 (E) Calls not canceled by the FAO before the response time requirement has
25 expired but for which the ambulance crew failed to substantiate the on-scene time through usage of
26 AVL/GPS data reports or, if the AVL/GPS was not functioning, failed to report through alternative
27 methods established by the AOC, will be considered as failing to meet the [8:59, 12:59,] 11:59, 14:59
28 or 19:59 response time requirements of this Section.

1 (F) [Calls] A call for which an ambulance did not respond within the applicable
2 [8:59, 12:59,] 11:59 14:59 or 19:59 response time requirements of this Section, either by the
3 franchisee or by another ambulance service provider through a mutual aid agreement, [and the call was
4 not canceled by the FAO before expiration of the response time requirement,] will be considered as
5 failing to meet the response time requirements of this Section if the call was not canceled by the FAO
6 before the expiration of the response time requirements.

7 (G) When the FAO closes a call, the call is terminated and the applicable response
8 time standard specified in this Section will apply. If the FAO reopens the call, the franchisee shall
9 consider it a new call and calculate the response time from the time the franchisee receives
10 information that the call has been reopened to the time when the ambulance dispatched to the incident
11 arrives and reports that it is "on scene," as that term is defined by the AOC, or when the dispatched
12 ambulance en route to an incident is canceled by the FAO dispatch.

13 [(G)] (H) When multiple ambulances are dispatched by FAO to a single incident, the
14 applicable [8:59, 12:59,] 11:59 or 14:59 response time standard specified in this Section will apply
15 only to the first ambulance dispatched by FAO, and additional ambulances responding to the incident
16 will not have a response time requirement nor be counted as a separate call by a franchisee in
17 calculating its monthly ninety percent response time compliance required by this Section.

18 [(H)] (I) When a franchisee requests mutual aid from another franchisee, the requesting
19 franchisee will count that call in its total monthly calls in calculating its ninety percent on-time
20 response requirements of this Section and will be responsible for any incidental late penalties for such
21 response.

22 [(I)] (J) The franchise agreement may specify an area of the City wherein the response
23 time requirements of this Section shall not apply.

24 [(J)] (K) In addition to any other remedy and penalty provided in this Chapter or the
25 franchise agreement, failure of a franchisee to meet the monthly ninety percent response time
26 requirements set forth in this Chapter within its service area or any sub-zone thereof, as defined by the
27 franchise agreement, for any [three] four months during any [twelve-month] period consisting of
28 twelve consecutive calendar months shall be grounds for readjustment of the service area[, revocation

1 of the franchise] or any other appropriate action as may be determined by the City Council, in its sole
2 discretion[.], including but not limited to action authorized by Section 6.08.290.

3 SECTION 4: Title 6, Chapter 8, Section 160 of the Municipal Code of the City of Las
4 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

5 **6.08.160:** (A) Except as otherwise provided by Subsection (B) of this Section, the following
6 procedures shall apply:

7 (1) Upon arrival at the scene of an incident where patient care is being
8 provided by Fire Department personnel, the ambulance franchisee's personnel shall:

9 (a) Seek out the officer or paramedic in charge (Incident
10 Commander) for an information report on patient care already provided;

11 (b) Request possible assignments to assist in any additional care;

12 (c) Avoid duplicating any patient assessment or treatment already
13 completed; and

14 (d) Work under the direction of the Incident Commander.

15 (2) Upon arrival at the scene of an incident where patient care is being
16 provided by ambulance franchisee's personnel, the Fire Department may assume command of the
17 scene. In the event that the Fire Department does assume command of the scene it shall:

18 (a) Seek out the ambulance franchisee's employee in charge for a
19 report on the condition of the patient, and any treatment that may have been provided;

20 (b) Request transfer of information from the ambulance franchisee's
21 personnel; and

22 (c) Remain in charge of the scene while at the scene.

23 (3) Upon the Fire Department's assumption of command of an incident
24 scene, care of a patient or patients shall be the responsibility of the Fire Department personnel until
25 such personnel have ceased to provide patient care and responsibility has been transferred to
26 franchisee personnel; provided, however, that at no time shall ambulance franchisees' personnel delay
27 initiation of appropriate treatment or transportation of a patient in anticipation of Fire Department
28 response. It is the responsibility of all agencies providing patient care to cooperate and assist in

1 treatment and transportation requirements.

2 (4) A franchisee responding to an FAO call shall not send additional
3 ambulances to an incident unless so authorized by the Incident Commander or the FAO.

4 (B) If a call is closed by a Fire Department unit by changing status to available, the
5 franchisee shall continue to the scene unless the franchisee receives notification from the FAO that
6 the call is cancelled. The franchisee shall substantiate the on-scene time through usage of AVL/GPS
7 data reports or, if the AVL/GPS was not functioning, through alternative methods established by the
8 AOC. If the franchisee cannot electronically transfer data to the FAO due to the closing of the call,
9 the data in the franchisee's CAD will be verification of the official response time.

10 (C) Nothing in Subsection (A) of this Section shall be deemed to require or
11 authorize the interruption of patient care in progress.

12 SECTION 5: Title 6, Chapter 8, Section 200 of the Municipal Code of the City of Las
13 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14 **6.08.200:** (A) At the request of either the Director or AOC, a franchisee shall submit reports,
15 records and other information regarding emergency and nonemergency transports that are necessary
16 to verify the franchisee's compliance with this Code and franchise agreements executed pursuant to
17 this Chapter. These reports, records and information shall be submitted in the format and on the date
18 requested by the Director or AOC.

19 (B) A franchisee may keep records using account numbers or patient numbers rather
20 than names and addresses; provided, however, that such records shall include the FAO incident
21 number.

22 (C) The franchisee shall provide an annual report to the City Manager or AOC
23 listing all ambulance vehicles, by vehicle identification number, vehicle number and license plate, that
24 are used for emergency 911 response and indicating the odometer mileage reading of each vehicle.
25 The mileage reading shall be documented for each vehicle during the month of January of each year,
26 and the date of the reading for each vehicle shall be included in the list. The mileage report shall be
27 due no later than March 1 of each year.

28 SECTION 6: This Ordinance shall become effective on June 1, 2009.

1 SECTION 7: If any section, subsection, subdivision, paragraph, sentence, clause or
2 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
3 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
4 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
5 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
6 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
7 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
8 invalid or ineffective.

9 SECTION 8: Whenever in this ordinance any act is prohibited or is made or declared
10 to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is
11 required or the failure to do any act is made or declared to be unlawful or an offense or a
12 misdemeanor, the doing of such prohibited act or the failure to do any such required act shall
13 constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than
14 \$1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such
15 fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

16 SECTION 9: All ordinances or parts of ordinances or sections, subsections, phrases,
17 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
18 1983 Edition, in conflict herewith are hereby repealed.

19 PASSED, ADOPTED and APPROVED this _____ day of _____, 2009.

20 APPROVED:

21 By _____
22 OSCAR B. GOODMAN, Mayor

23 ATTEST:

24 _____
25 BEVERLY K. BRIDGES, CMC
City Clerk

26 APPROVED AS TO FORM:

27 V. Steele 4-1-09
28 Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2009, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2009, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____
9 VOTING "NAY": _____
10 ABSENT: _____

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APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

BEVERLY K. BRIDGES, CMC
City Clerk