City of Las Vegas

CITY COUNCIL AGENDA

COUNCIL CHAMBERS · 495 S. MAIN STREET · PHONE 229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov
COUNCIL MEMBERS: CAROLYN G. GOODMAN, MAYOR (At-Large)
COUNCILMAN STAVROS S. ANTHONY, MAYOR PRO TEM (Ward 4)
LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6), RICKI Y. BARLOW (Ward 5)
BOB COFFIN (Ward 3), BOB BEERS, (Ward 2)

Facilities are provided throughout City Hall for convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108.

January 9, 2013

Morning Session begins at 9:00 a.m.
Afternoon Session begins at 1:00 p.m.

ITEMS LISTED ON THE AGENDA MAY BE TAKEN OUT OF ORDER; 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.

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 SOME CUSTOMERS OF COX COMMUNICATIONS WHO DO NOT HAVE A CABLE BOX CAN VIEW THIS MEETING ON DIGITAL CHANNEL 89.5. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

DUPLICATE AUDIO CDS AND DUPLICATE AUDIO/VIDEO DVDS MAY BE AVAILABLE AT A COST OF $5.00 EACH THROUGH THE CITY CLERK'S OFFICE.

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 - PASTOR KHOSROW ALIGHCHI, EVANGELICAL FRIENDS CHURCH
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF THE ACTION TEAM AWARD WINNERS
7. RECOGNITION OF THE PRINCIPAL OF WENDELL P. WILLIAMS ELEMENTARY SCHOOL

DRAFT

8. RECOGNITION OF COMMUNITY EFFORTS TO PRESERVE TULE SPRINGS

BUSINESS ITEMS - MORNING

PUBLIC COMMENT

9. 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

10. For Possible Action - Any items from the morning session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time

11. For possible action to approve the Final Minutes by reference of the regular City Council meeting of December 19, 2012

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

12. For possible action to approve an agreement with the United Way of Southern Nevada for the purposes of developing a citizen engagement campaign and a Downtown Ambassador Volunteer Program for the Downtown Las Vegas area ($81,000 - General Fund) - All Wards

CITY CLERK - CONSENT

13. For possible action to approve the Proclamation and Order declaring the 2013 City of Las Vegas Municipal Election

14. For possible action to approve the report on the selection of temporary polling locations for Early Voting during the 2013 City of Las Vegas Municipal Election

FINANCE - CONSENT

15. For possible action to approve a report by the City Finance Director of the December 11, 2012 sale of properties subject to the lien of a delinquent assessment in Special lmprovement Districts 505, and various districts

16. For possible action to approve Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

FINANCE - PURCHASING & CONTRACTS CONSENT

17. For possible action to approve Modification No. 1 to Contract No. 11.1762.10-TRF (Revised), 2011 Annual Concrete Replacement and Asphalt Patching - Department of Operations and Maintenance - Award recommended to: DREW ASPHALT PAVING, INC. ($500,000 - Street Maintenance Special Revenue Fund) - All Wards

OPERATIONS AND MAINTENANCE - CONSENT

18. For possible action to approve an Operating Agreement for Knickerbocker Park between the City of Las Vegas and Providence Master Homeowners Association (HOA) to allow the HOA to maintain and operate the park located at 10649 West Dorrell Lane, APN 126-24-201-020 - Ward 6 (Ross)

DRAFT

PLANNING - BUSINESS LICENSING CONSENT

19. For possible action to approve a new Beer/Wine/Cooler Off-sale License subject to the provisions of the Fire Code and Health Dept. regulations, MFE Inc., dba Arco AM PM 83194, 7251 West Azure Drive, Maria Fernanda Enamorado, Pres, Treas, Dir, 100% and Gurdev Kular, Secy - Ward 6 (Ross)

20. For possible action to approve a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, MFE Inc., dba Arco AM PM 83194, 7251 West Azure Drive, Maria Fernanda Enamorado, Pres, Treas, Dir, 100% and Gurdev Kular, Secy - Ward 6 (Ross)

21. For possible action to approve an Extension of a Temporary Beer/Wine/Cooler Off-sale License for a Change of Ownership FROM: 7 Eleven of Nevada, Inc., TO: Once Again, Inc., dba 7 Eleven Store 29661D, 1201 East Sahara Avenue, Naveen Dadlani, Pres, Franchisee, 100% - Ward 3 (Coffin)

22. For possible action to approve a new Beer/Wine/Cooler Off-sale License, Shaista Association, Inc., dba 7 Eleven Store 36011A, 2202 Paradise Road, Shaista Yusof, Pres, Secy, Treas, Dir, 100% - Ward 3 (Coffin)

23. For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-sale License for a Change of Ownership FROM: Thai Express @ Sahara Inc, TO: Baan Mae Toy, dba Baan Mae Toy, 4105 West Sahara Avenue, Sangchai Sukcharoenchok, Dir, Secy, Treas, 30% and Ganpet Sureerat, Pres, 70% - Ward 1 (Tarkanian)

24. For possible action to approve an Extension of a Temporary Beer/Wine/Cooler Off-sale License for a Change of Ownership FROM: Stop N Shop 6 Operator, LLC, TO: Golden Market, LLC, dba Golden Market 4, 5700 Sky Pointe Drive, Amer Panou, Mgr, 100% - Ward 6 (Ross)

25. For possible action to approve a Tavern License for a Change of Ownership, FROM: Crews Tavern, Inc. (Non-operational), TO: JG Sahara LLC, dba JG Sahara LLC (Non-operational), 1000 East Sahara Avenue, Suite 105, JG Realty Inc., Mgr, 1%, Graham Family Trust, 99%, Jamie Graham, Trustee and Gidget Graham, Trustee - Ward 3 (Coffin)

26. For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-sale License for a Change of Ownership FROM: Harold Stephen Lyke, TO: William Contreras, dba Mariscos el Mariachi Mexican Food and Seafood, 552 North Eastern Avenue, Suite A, William Contreras, Owner, 100% - Ward 3 (Coffin)

27. For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-sale License for a Change of Ownership FROM: Gladys Jacks (Non-operational), TO: Chef Marc's Pastaria, LLC, dba Novecento Cafe, 5705 Centennial Center Boulevard, Suite 170, Marcus Thaddeous Sgrizzi, Managing Mmbr, 100% - Ward 6 (Ross)

PUBLIC WORKS - CONSENT

28. For possible action to approve Interlocal Contract No. 703 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for engineering design, purchase right-of-way, perform construction inspection and construct roadway improvements for Rainbow Boulevard, Westcliff Drive to Sahara Avenue ($4,550,000 - Road and Flood Capital Project Fund [CPF]) - Ward 1 (Tarkanian)

29. For possible action to approve Supplemental Interlocal Contract No. 14 (435N) between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase funding in the amount of $500,000 for the design, right-of-way and construction for Martin L. King Boulevard, Palomino Lane to Carey Avenue project - ($500,000 - Road and Flood Capital Project Fund [CPF]) - Wards 1 and 5 (Tarkanian and Barlow)

30. For possible action to approve Supplemental Interlocal Contract No. 3 (470C) between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of $450,000 for engineering design and construction for the Summerlin Parkway, I-215 to US-95 project - Wards 1 and 2 (Tarkanian and Beers)

31. For possible action to approve Supplemental Interlocal Contract No. 9 (457I) between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of $500,000 for design, right-of-way and construction for Bonneville/Clark One-Way Couplet, Main Street to Charleston Boulevard - Ward 3 (Coffin)

DRAFT

32. For possible action to approve Second Supplemental Interlocal Contract LAS05J10 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2013 and reallocate funding within the contract for the construction of the Oakey - Meadows Storm Drain, Phase II project located on Charleston Boulevard between Valley View Boulevard and Decatur Boulevard - Ward 1 (Tarkanian)

33. For possible action to approve First Supplemental Interlocal Contract LAS19D11 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to reallocate funding within the contract for the construction of the Vegas Drive Storm Drain - Rancho Drive to Shadow Mountain Place project - Ward 5 (Barlow)

34. For possible action to approve Sixth Supplemental Interlocal Contract LAS22E06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to March 26, 2013 for the engineering design of the Las Vegas Wash - Decatur Boulevard (Centennial Parkway to Farm Road) project - Ward 6 (Ross)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

35. Reports on the status of the Office of Communications and the Office of the City Clerk - All Wards

36. TIME CERTAIN 3:00 P.M. - Report on the ICMA Comprehensive Study of the Fire & Rescue Department

CITY ATTORNEY - DISCUSSION

37. Hearing and discussion for possible action regarding the complaint seeking disciplinary action against GOITOM H. HAILU, d/b/a E Z MARKET, NABIAIL NAGI DHALAI; and MAZEN HAMOU, 1109 Stewart Avenue, Las Vegas, Clark County, Nevada, for violations of the Las Vegas Municipal Code - Ward 5 (Barlow)

38. Hearing and discussion for possible action regarding the complaint seeking disciplinary action against MAZEN HAMOU, d/b/a M R BEAUTY SUPPLY & 99 CENT STORE, 1935 Fremont Street, Suite A, Las Vegas, Clark County, Nevada, for violations of the Las Vegas Municipal Code - Ward 3 (Coffin)

RESOLUTIONS - DISCUSSION

39. R-1-2013 - Discussion for possible action regarding 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 Artemus W. Ham, III (Owner) and Park on Fremont, LLC (Tenant and CVIP Participant) located at 506 Fremont Street, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Coffin) [NOTE: This item is related to Redevelopment Agency Item 5 (RA-1-2013)]

40. R-2-2013 - Discussion for possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Quick Start Program (QSP) Agreement between the RDA and Artemus W. Ham, III (Owner) and Park on Fremont, LLC (Tenant and QSP Participant) located at 506 Fremont Street, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Coffin) [NOTE: This item is related to Redevelopment Agency Item 6 (RA-2-2013)]

41. R-3-2013 - Discussion for possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Quick Start Program (QSP) Agreement between the RDA and The Gay & Lesbian Center of Southern Nevada, Inc., (Owner and QSP Participant) located at 401 South Maryland Parkway, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Coffin) [NOTE: This item is related to Redevelopment Item 7 (RA-3-2013)]

BOARDS & COMMISSIONS - DISCUSSION

42. For Possible Action - AUDIT OVERSIGHT COMMITTEE - Councilwoman Lois Tarkanian, Term Expiration 1-21-2013

43. For Possible Action - REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ADVISORY COMMITTEE ON BUS BENCH/SHELTER CONSTRUCTION AND MAINTENANCE - Vernell McNeal, Term Expires 1-21-2013; Rebecca Medrano, Term Expires 2-1-2013

DRAFT

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

44. Bill No. 2012-56 - For Possible Action - Annexation No. ANX-46720 - Property location: On the southeast corner of Elkhorn Road and Hualapai Way; Petitioned by: Ernest A. Becker IV & Kathleen C. Becker Family Trust; Acreage: 10.34 acres; Zoned: R-E (County zoning), U (City equivalent). Sponsored by: Councilman Steven D. Ross

45. Bill No. 2012-58 - For Possible Action - Updates the City's regulations regarding tavern-limited licensure and expands the prohibition on restricted gaming for tavern-limited licensees. Sponsored by: Mayor Carolyn G. Goodman

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.

46. Bill No. 2012-59 - Updates the privileged licensing regulations regarding licensing and suitability review and the investigation process. (TXT - 44620) Sponsored by: Councilman Ricki Y. Barlow

CLOSED SESSION

47. Closed Session - Upon duly carried Motion, a closed meeting is called in accordance with NRS 288.220 to discuss labor issues

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

48. For Possible Action - Any items from the afternoon session that the Council, staff and /or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time

HEARINGS - DISCUSSION

49. Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $13,298.90 in out of pocket costs, and $47,000 in daily civil penalties for a total of $60,298.90 recorded against the property located at 620 Madison Avenue. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O GINA RICE - Ward 5 (Barlow)

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

50. ROC-47465 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: BASIL HAMIKA - OWNER: GROFTS SEARCHLIGHT ADVERTISING CO., INC. - For possible action on a request for a Review of Condition of an approved Special Use Permit (U-143-98) TO DELETE CONDITION #3 WHICH PROHIBITED THE SALE OF INDIVIDUAL SIZE CONTAINERS OF BEER, WINE COOLERS OR SCREW CAP WINE" at 1595 North Eastern Avenue (APN 139-26-505-001), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

51. RQR-47136 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: GOLDEN ARCH, LP - For possible action on a Required Review of an approved Special Use Permit (U-53-87) FOR A 40-FOOT, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 4400 East Charleston Boulevard (APN 140-32-401-004), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

DRAFT

SET DATE

52. 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

53. 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

54. 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

DRAFT

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 9, 2013

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 9, 2013

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 9, 2013

SUBJECT:
INVOCATION - PASTOR KHOSROW ALIGHCHI, EVANGELICAL FRIENDS CHURCH

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 9, 2013

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

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: JANUARY 9, 2013

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE ACTION TEAM AWARD WINNERS

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE PRINCIPAL OF WENDELL P. WILLIAMS ELEMENTARY SCHOOL

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF COMMUNITY EFFORTS TO PRESERVE TULE SPRINGS

City of Las Vegas Agenda Item No.: **9.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 9, 2013

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.: **10.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

For Possible Action - Any items from the morning session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

For possible action to approve the Final Minutes by reference of the regular City Council meeting of December 19, 2012

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

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

SUBJECT:
For possible action to approve an agreement with the United Way of Southern Nevada for the purposes of developing a citizen engagement campaign and a Downtown Ambassador Volunteer Program for the Downtown Las Vegas area ($81,000 - General Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $81,000
Funding Source: General Fund
Dept./Division: City Manager/Administrative Services

PURPOSE/BACKGROUND:
The mission of the United Way of Southern Nevada Volunteer Center is to build civic leadership and deepen civic investment throughout Southern Nevada in collaboration with local, diverse service organizations, corporations and community members. This agreement will allow the United Way to design and implement a Downtown Ambassador Volunteer Program to enhance their efforts in engaging businesses, residents, visitors and employees of the City. The funding covers a two year period: FY2013 $40,500 and FY2014 $40,500.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Agreement to Implement Downtown Ambassador Volunteer Program

AGREEMENT TO IMPLEMENT DOWNTOWN AMBASSADOR VOLUNTEER PROGRAM

THIS AGREEMENT is made and entered into this _____ day of January, 2013, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada ("City") and UNITED WAY OF SOUTHERN NEVADA, a Nevada non-profit 501 (c) 3 corporation ("UWSN").

RECITALS

WHEREAS, the City has invested in the development of downtown Las Vegas and has adopted Community Pride as a priority with focus areas relating to a "Great Downtown" and volunteerism; and

WHEREAS, the City desires the development of a Downtown Ambassador Volunteer program concurrent with outreach to individuals, local community organizations and businesses; and

WHEREAS, UWSN has proposed to develop and implement a Downtown Ambassador Volunteer program for the City; and

WHEREAS, the City desires to obligate UWSN to perform certain services as hereinafter set forth.

NOW, THEREFORE, the City and UWSN hereby agree to the following:

1. SCOPE OF AGREEMENT.

The City hereby agrees to engage UWSN to develop and implement a Downtown Ambassador Volunteer program (the "Program") for the City to be implemented within the corporate boundaries the city of Las Vegas. Such services will be implemented during the Term, as set forth below.

A. Commencing on the effective date of this Agreement and concluding on the first anniversary date of the Effective Date (the "First Year"), City and UWSN agree that the Program objectives to be attained by UWSN during the First Year include:

   i. Development of policies and the implementation framework for the Downtown Ambassador Volunteer program.
   ii. Coordination and management of two downtown cleanup projects, which consist of organizing teams of volunteers to participate in cleaning, pulling weeds, painting, and other various activities that result in a better downtown environment.
   iii. Marketing of the Downtown Ambassador Program:
      a. UWSN will provide the following:

(i) Posting on the Volunteer Center website

(ii) PR support

(iii) Posting on Social Media sites

(iv) Create collateral for recruitment and awareness of the Downtown Ambassador Program

b. The City of Las Vegas will provide:

(i) Access to the public TV station

(ii) Posting on the City of LV website

(iii) Utilize elected officials to promote the Downtown Ambassador Program

iv. Development of a recruitment, training, management and recognition program for the Downtown Ambassador program. The Downtown Ambassador Program should include the following components:

a. Recruitment strategy, which focuses on multiple methods for connecting with Las Vegas residents who want to volunteer for the City.
b. Training program, which includes providing information about the downtown (as defined by the City's Centennial Plan), information about public safety resources, transportation options, parking options, and other components of the downtown area, including museums, performances, restaurants, and meeting establishments, etc.
c. Management Program, which includes scheduling, processing in and checking backgrounds, providing training and overall supervision., etc
    - The pre-volunteer process will include a criminal background check and any individual convicted of a sex crime or a crime against children, drug related charges, theft, assault, battery or domestic violence within the past 10 years cannot be placed as a Volunteer Ambassador.
d. Recognition program, which incorporates the City's elected officials and provides recognition to volunteers annually.

B. Commencing on the second anniversary of the Effective Date and concluding on the expiration date of the Agreement, as defined below (the "Second Year"),the City and UWSN agree that the Program Objectives to attain by UWSN during the Second Year include:

i. Conducting an event to recognize the First Year Volunteer Ambassadors and Sponsors and to honor the City and partnership with UWSN for its initiative in beginning this Program.
ii. Continuing to implement and enhance the Program.
iii. Logging 1,000 – 1,500 volunteer hours.

2. TERM. The term of this Agreement ("Term") shall be two (2) years and shall commence on _____, 2013 (the "Effective Date"), and terminate on _____, 2014 (the "Expiration Date"), unless sooner terminated by the City, as provided in Section 9 hereof.

3. SCHEDULE OF PERFORMANCE AND DELIVERABLES. UWSN agrees to perform certain tasks and submit the deliverables in accordance with the schedule set forth in the Schedule of Performance and Deliverables ("Schedule"), attached hereto as Exhibit A. The City and UWSN agree that the Schedule may be mutually amended by written amendment to be executed by the President of UWSN and the City Manager of the City. If the changes contemplated by an amendment shall exceed the monetary costs of $25,000, or, if in the reasonable determination of the City Manager, the changes are deemed material, the City Manager may recommend that the amendment be approved by the City Council of the City.

4. QUARTERLY REPORTS. UWSN agrees to submit a quarterly report to the City which shall be due on each January 15th, April 15th, July 15th and October 15th throughout the Term of this Agreement. Each Quarterly Report shall include, among other things, (a) the status the programs, (b) a summary of the number of volunteers engaged and hours committed, and (c), the status of future events and summary of past events.

5. COMPENSATION. In consideration of the services to be performed and the materials to be provided by UWSN, the City agrees to compensate UWSN the total sum of Eighty One-Thousand Dollars ($81,000) for the Term of this Agreement which will be disbursed in the amount of $3,375 per month. The compensation will be used by UWSN to hire a Program Coordinator who will work to design and implement the Program in the city, including, but not limited to, developing a tailored volunteer handbook, volunteer training, volunteer oversight, identification and training of volunteers to be group leaders, community outreach and relationship building with Program sponsors.

UWSN agrees that it will match the City's compensation amount with labor, support and equipment, as more specifically set forth in the Budget Proposal, attached hereto as Exhibit "B". The parties agree that the City will not be providing any in-kind contribution as set forth in the Budget Proposal nor will it provide additional funds unless authorized by written amendment to this Agreement.

The City will provide compensation for background checks up to $500 annually.

6. PRESENTATIONS TO CITY; PRESS RELEASES. UWSN agrees to make 4 (four) presentations to the Las Vegas City Council, other City boards and/or commissions, and City staff members as requested by the City during the course of the year. In addition, UWSN will cooperate with the City's Human Resources Department; the Wellness Program retained by the City and other vendors of the City in promoting and implementing the Program. UWSN agrees that it will not make, issue or disburse

any press release, news story, article, or other similar items regarding the Program to the public without the prior approval of the City. UWSN agrees to cooperate with the City's Public Information Officers regarding the content of the press releases prior to being issued.

7. INDEMNITIES. UWSN agrees to indemnify the City and to hold the City harmless against any damages, costs, expenses, fees (including attorney fees) incurred by the City in any claim, suit or proceeding instituted against the City which results from any action of an Ambassador Volunteer during the course of their Program duties. UWSN's obligation to indemnify shall be conditioned upon the prompt notice of an asserted claim for which indemnification may be sought and upon the City's right to intervene and participate, at its own expense, in defense of the claim.

8. INSURANCE. UWSN shall procure and maintain, at its own expense, during the Term of the Agreement, the following coverage:

A. Industrial/Worker's Compensation Insurance, where required by law and if UWSN has employees other than owners, protecting UWSN and the City from potential claims based upon job-related sickness, injury or accident, during the performance of this Agreement, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.

B. Commercial General Liability Insurance (bodily injury, property damage) with respect to UWSN's agents assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Insurance General Liability insurance form.

C. Commercial Automobile Liability Insurance of limits not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by UWSN and any auto used for the performance of services under this Agreement. The City, its officers and employees shall be named as additional insured's and such notation shall appear on the certificate of insurance furnished by UWSN's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by UWSN, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

If UWSN fails to carry the required insurance, the City may (i) order UWSN to stop further performance hereunder, declare UWSN in breach pursuant to Section 9, and terminate the Agreement if the breach is not remedied, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to UWSN, or charge the replacement insurance costs back to UWSN.

9. DEFAULT AND TERMINATION. Either party may, with written notice of default to the other party, terminate this Agreement in whole or in part if the other party fails to:

A. Perform the services and/or submit the deliverable(s) in the Schedule, Exhibit "A" within the time specified in the Agreement; and

B. Perform any of the provisions required of this Agreement.

This agreement may be terminated without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or certified mail.

Termination of this Agreement shall be effective upon the defaulting party's receipt of the written notice of its default. Upon termination of this Agreement, the defaulting party shall not be authorized to represent nondefaulting party and all rights provided to the defaulting party hereunder shall cease. Notwithstanding anything to the contrary herein contained, the defaulting party shall have thirty (30) days to cure said default.

10. AUDIT OF RECORDS.

A. UWSN agrees to maintain the financial books and records (including supporting documentation) pertaining to this Agreement 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 Agreement, 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 UWSN goes out of business, UWSN 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 UWSN pertaining to the performance of the Agreement during normal business hours. The City will provide prior written notice to UWSN of the audit and inspection. If the books and records are not located within Clark County, UWSN agrees to deliver them to the City, or to an address designated by the City within Clark County. If the books and records provided to the City are incomplete, UWSN agrees to remedy the deficiency after written notice thereof from the City and to reimburse the City for any

additional costs associated therewith.. UWSN's failure to remedy the deficiency shall constitute a material breach of this Agreement.

11. INDEPENDENT CONTRACTOR. In the performances of services under this Agreement, UWSN and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. UWSN shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Agreement. The City shall hold UWSN as the sole responsible party for the performance of this Agreement. UWSN shall maintain complete control over its employees, volunteers and all of its subcontractors. Nothing contained in this Agreement or any subcontract awarded by UWSN shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

12. ASSIGNMENT. Nothing in this Agreement precludes UWSN from assigning its rights under this Agreement provided, however, that UWSN may not assign its rights under this Agreement without first obtaining the written consent of the city, which consent may not be unreasonably withheld, conditioned or delayed.

13. WAIVER. Waiver of any terms of this Agreement shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Agreement 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 Agreement, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

14. SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion of provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement 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 Agreement from being void should a provision which is of the essence of this Agreement be determined void.

15. MODIFICATION/AMENDMENT. This Agreement shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Agreement shall be null and void, and may not be relied upon by either party.

16. ENTIRE CONTRACT, SECTION AND PARAGRAPH HEADINGS. This Agreement represents the entire and integrated agreement between the City and UWSN. It supersedes all prior and contemporaneous communications,

representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

17. NOTICES. All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, addressed as follows:

If to the City:

City Manager's Office
495 S. Main Street, 7th Floor
Las Vegas, Nevada 89101
Attention: City Manager
Fax: 702-388-1807

If to UWSN:

United Way of Southern Nevada
5830 W Flamingo Road
Las Vegas, Nevada 89103
Attention: President and Chief Executive Officer

Notices delivered personally shall be deemed received on delivery and notices by mail shall be deemed received upon receipt or first attempted delivery, whichever first occurs. Any party hereto may change the above addresses by notice delivered to the other parties as provided in this Section, provided that a notice of change of address shall not be effective against any party until actually received by such party.

18. APPLICABLE LAW. This Agreement has been delivered and accepted in, and shall be a contract made under and shall be entered into and governed by the laws of the State of Nevada. Any action or proceeding against City or UWSN arising out of or relating to this Agreement shall be instituted only in federal or state court in Clark County, Nevada having jurisdiction, and each party waives any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding, and each party hereby irrevocably submits to the jurisdiction of any such court in any suit, action or proceeding.

IN WITNESS WHEREOF the City and UWSN have caused this Agreement to be executed as of the day and year first mentioned above.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

V. Pontacello 12/6/12
Date

United Way of Southern Nevada

By: _____

Its: President & CEO

EXHIBIT "A"

SCHEDULE OF PERFORMANCE AND DELIVERABLES

Year 1:

First Quarter – Planning
(Months 1 - 3)

Development

- Work with personnel from the City of Las Vegas, refine the design for the Downtown Ambassador program & establish measurement tools to evaluate effectiveness of the Program
- Create job description for Community Outreach & Ambassador Program Coordinator
- Solicit local businesses and organizations on ideas, questions, concerns regarding the Ambassador program
- Submit the UWSN volunteer waiver for review by attorneys for the City of Las Vegas
- Begin development of Policies & Procedures, Training handbook and Orientation for Ambassadors
- Create project timelines for downtown clean-up projects

Recruitment

- Recruit and hire a Community Outreach & Ambassador Program Coordinator
- Identify potential volunteer sources and databases as well as potential sources for volunteers who might support both short- and long-term activities
- Identify potential key community partners (both potential sponsors and community leaders for general public support of efforts) and initiate first meetings with these leaders
- Participate in downtown events, organizations, & committees

Management

- Work with the City of Las Vegas and determine dates & location(s) for semiannual downtown clean-up projects
- Utilize UWSN's Volunteer Center volunteer management system and tracking methods for the volunteer events

Second Quarter – Development
(Months 4 - 6)

Development

- Develop and finalize Ambassador Program sponsorship levels & draft agreements
- Develop conceptual marketing materials, Downtown Ambassador signage, as well as public relations and outreach plans
- Create application, job description, background check form, and any pertinent documents for Ambassadors and waivers as needed
- Develop measurement tools for effectiveness of program
- Identify any legal requirements that will impact the Ambassador policies, training, handbooks, and waivers
- Finalize funding for kiosk locations

Recruitment

- Finalize application and begin recruiting for the Ambassador Program
- Continue to engage downtown businesses and present the Program to various constituencies and communities within the City of Las Vegas to recruit potential volunteers or sponsorships
- Recruit volunteers for the clean-up project

Training

- Complete development of Training & Orientation program for Ambassadors
- Develop recognition program

Management

- Participate in downtown events, organizations, committees
- Organize, complete and evaluate first downtown clean-up project
- Obtain feedback from first clean-up to make improvements for second clean-up project
- Finalize pilot locations

Third Quarter – Recruit, Hire and Train
(Months 7- 9)

Recruitment

- Complete interview process, initial volunteer paperwork and background checks on final Ambassador candidates
- Continue to market the Program and Sponsorships
- Finalize initial volunteer team of Ambassadors
- Recruit volunteers for second clean-up project

Training

- Complete Orientation and Train Volunteer Ambassadors

Management

- Complete Marketing Materials and media prep for launch
- Organize and complete second downtown clean-up project
- Participate in downtown events, organizations, committees

Fourth Quarter – Launch of Program (Months 10 -12)

- Work with City of Las Vegas on the launch of the Downtown Ambassadors and Create Downtown Celebration and invite elected officials to kick off the Ambassador Program launch in 3 pilot locations (i.e. Fremont East, Third Street, and Symphony Park)
- Start measurement of the program (turnover, engagement, recognition)
- Adjust the working calendar for the next 12 month period based upon feedback
- Enter into first round of Downtown Ambassador sponsorship agreements
- Begin to schedule activities in accordance with the new 12 month calendar
- Submit the first Annual Program Report to the City of Las Vegas and present the report to the City Council (include strategic plan for Year 2)
- Participate in downtown events, organizations, committees

Year 2

(Months 12-24) – Evaluation and Recognition

- Conduct an evaluation in conjunction with staff from the City of Las Vegas in order to assess trends and effectiveness of the Program
- Begin measurement effectiveness of program
- Make Program adjustments as suggested by the evaluations
- Celebrate first year of Downtown Ambassadors by recognizing Ambassadors in a city sponsored recognition event to include elected officials (4^{th} Quarter)
- Continue to develop the Program, including cultivation and management of volunteers, and outreach to the community;
- Evaluate the program for first-year data on program effectiveness
- Establish a calendar for Year 3 of operations
- Submit the second Annual Program Report to the City of Las Vegas and present the report to the City Council (includes strategic plan for Year 3).

EXHIBIT "B"

Budget – Year 1

Item	Responsible Party	Amount
Volunteer Coordinator salary	CLV	$40,000
Background checks	CLV	$500
Sub-total		**$40,500**

Marketing	UWSN	$5,000
Volunteer Coordinator benefits	UWSN	$10,000
Volunteer Center Director – supervision of coordinator, attend meetings, sponsorships, develop relationships with Downtown partners	UWSN	$20,000
Coordinator training & supplies	UWSN	$1,000
Travel reimbursement (Coordinator & Supervisor)	UWSN	$500
Computer, phone, parking	UWSN	$500
Volunteer events (2)	UWSN	$4,000
Sub-total		**$41,000**

Budget – Year 2

Item	Responsible Party	Amount
Volunteer Coordinator salary	CLV	$40,000
Background Checks	CLV	$500
Sub-total		**$40,500**

Marketing	UWSN	$5,000
Volunteer Coordinator benefits	UWSN	$10,000
Coordinator Supplies	UWSN	$1,000
Volunteer Center Director- supervision of coordinator, attends meetings, continues to build strong Downtown partnerships	UWSN	$20,000
Travel reimbursement (Coordinator & Supervisor)	UWSN	$500
Computer, phone, parking	UWSN	$500
Events/Recognition	UWSN	$4,000
Sub-total		**$41,000**

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve the Proclamation and Order declaring the 2013 City of Las Vegas Municipal Election

Fiscal Impact

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

PURPOSE/BACKGROUND:
Article V of the Las Vegas City Charter and Nevada Revised Statutes, where it can be made applicable and is not inconsistent with the Charter, govern the conduct of elections for the City. Since our municipal elections are under the control of the City Council, it is appropriate at this time for the City Council to formally order the 2013 Municipal Election. The order sets forth the offices to be voted upon by the registered voters of the City and establishes the City polling locations with the appropriate precincts and Wards. After adoption by the City Council the Clerk's office will proceed with required publications. The Clerk's Office will again provide the public with an election website to assist voters in both English and Spanish, candidates and people seeking general information about our election. This internet application will conveniently provide answers on a 24-hour basis to frequently asked questions from City residents about all aspects of the election process.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Proclamation and Order

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve the report on the selection of temporary polling locations for Early Voting during the 2013 City of Las Vegas Municipal Election

Fiscal Impact

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

PURPOSE/BACKGROUND:
NRS 293C.3561 states that the City Clerk is to establish criteria for the selection of temporary polling locations for Early Voting by personal appearance. Additionally, the City Clerk is to inform the City Council, at a regular meeting, of the sites that have been selected. Using the established criteria, as well as historical data on Early Voting in the City of Las Vegas, 9 temporary sites have been selected with locations within Wards 2, 4 and 6. There are no permanent polling sites.

RECOMMENDATION:
Report only; no action required

BACKUP DOCUMENTATION:
1. Criteria for Selecting Early Voting Polling Places for the City of Las Vegas
2. List of Selected Temporary Polling Places for Early Voting at the 2013 Municipal Elections

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a report by the City Finance Director of the December 11, 2012 sale of properties subject to the lien of a delinquent assessment in Special lmprovement Districts 505, and various districts

Fiscal Impact

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

PURPOSE/BACKGROUND:
NRS 271.565 states that within 15 days after the completion of the sale of all property described in the assessment roll upon which a delinquent assessment or installment is unpaid, the municipal treasurer shall prepare a statement of his actions concerning the sale showing all the property sold by him, to whom sold, and the sums paid for each tract. Such report shall be presented to the governing body at its regular meeting next following the preparation of the statement.

RECOMMENDATION:
Report only, no action required

BACKUP DOCUMENTATION:
Report of Sale Memorandum

City of Las Vegas

Memorandum

Finance and Business Services

To: Mayor Carolyn G. Goodman
Mayor Pro Tem Stavros S. Anthony
Councilwoman Lois Tarkanian
Councilman Steven D. Ross
Councilman Ricki Y. Barlow
Councilman Bob Coffin
Councilman Bob Beers

From: Venetta Appleyard, Treasurer - Finance

Cc: Elizabeth N. Fretwell, City Manager
Orlando Sanchez, Deputy City Manager
Mark R. Vincent, Chief Financial Officer
Karen M. Coyne, Chief Public Safety Officer
Candace L. Falder, Finance Director
Brad Jerbic, City Attorney
Beverly K. Bridges, City Clerk

Date: December 11, 2012
Re: Report of Sale on Delinquent Parcels in SID Districts 505, and various districts

Nevada Revised Statute 271.565 requires the Municipal Treasurer to notify the City Council within 15 days after the completion of the sale of property of delinquent assessments. The Treasurer shall prepare a statement of his actions concerning the sale showing all the property sold by him, to whom sold, and the sums paid for each tract. Such report shall be presented to the governing body at its regular meeting next following the preparation of the statement.

On October 17, 2012, the City Council approved the delinquency list and foreclosure notices were mailed to delinquent property owners for Special Improvement Districts 505, and various districts. On November 21, 2012 the first of three weekly publications of the Notice of Sale occurred. Of the 13 parcels publicized, 11 either paid their assessment current or paid it off in full prior to the December 11, 2012 sale. Two parcels were removed from the sale list, and certificates on 0 parcels were sold.

Pursuant to this statute and the resolution as adopted by the regular City Council, the following Report of Sale has been prepared.

Parcel #	Certificate Buyer	Address	Amount
*125-16-713-010	None		
*125-16-716-016	None		

* Removed from sale prior to December 11, 2012.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

Fiscal Impact

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

Amount: $73,661,368.49
Funding Source: All Funds
Dept./Division: Finance

PURPOSE/BACKGROUND:
In compliance with the City's Municipal Code, Chapter 4.12, this is an informational item that provides the dollar amount of disbursements processed by the Finance Department.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
Summary of Cash Expenditures for the period 12/01/12 to 12/15/12

City of Las Vegas

Summary of Cash Expenditures

For period of 12/01/12 to 12/15/12

Total Services & Materials Checks :	**$7,991,812.69**
Total Services & Materials EFT Payments :	**$8,695,027.37**
Total Wire Transfers:	**$47,825,969.23**
Total Payroll Checks:	**$9,148,559.20**
Grand Total:	**$73,661,368.49**

I hereby certify that I have reviewed the above amounts and approved them for payment as being in compliance with all applicable laws to the best of my knowledge and belief.

Candace Falder
Director of Finance

Beverly K. Bridges, MMC
City Clerk

On January 9, 2013 the City Council approved the above cash expenditures.

Carolyn G. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Modification No. 1 to Contract No. 11.1762.10-TRF (Revised), 2011 Annual Concrete Replacement and Asphalt Patching - Department of Operations and Maintenance - Award recommended to: DREW ASPHALT PAVING, INC. ($500,000 - Street Maintenance Special Revenue Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $500,000
Funding Source: Street Maintenance SRF
Dept./Division: Operations and Maintenance

PURPOSE/BACKGROUND:
This modification provides for the construction of ADA-compliant sidewalk and ramp improvements in support of the Annual Arterial Restoration Program. Drew Asphalt Paving, Inc. is located in Las Vegas, Nevada.

PCC: T. Fernandez
POC: Monte Drew - (702) 656-0220

RECOMMENDATION:
That City Council approve award of Modification No. 1 to Contract No. 11.1762.10-TRF (Revised), 2011 Annual Concrete Replacement and Asphalt Patching to Drew Asphalt Paving, Inc. in the amount of $500,000. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Modification No. 1 to Contract No. 11.1762.10-TRF (Revised)

CITY OF LAS VEGAS CONTRACT MODIFICATION

DATE: October 17, 2012

BID# 11.1762.01-TRF PURCHASE ORDER #: 303275 SUPPLEMENT: MODIFICATION #: 1

NAME AND ADDRESS OF CONTRACTOR: Drew Asphalt Paving
4510 N. Valdez St
Las Vegas, NV 89129

CONTRACT DESCRIPTION: 2012 Annual Concrete Replacement and Asphalt Patching. The work generally consists of repairing failed concrete drainage infrastructure and asphalt pavement.

DESCRIPTION AND REASON FOR MODIFICATION: Construct needed ADA sidewalk and ramp improvement in support of the Annual Arterial Restoration Program.

CONTRACT CONTINGENCY AMOUNT: $0.00 REMAINING: $0.00

PRICE OF THIS MODIFICATION (WRITTEN): Five hundred thousand and 00/100 DOLLARS: $500,000

TOTAL TIME EXTENSION FOR THIS MODIFICATION (WRITTEN): Zero # DAYS: 0

ORIGINAL COMPLETION DATE: March 30, 2013 NEW COMPLETION DATE: March 30, 2013

PRICE OF ORIGINAL CONTRACT:	$2,550,000	
PRICE OF ALL PREVIOUS MODIFICATIONS:	$0.00	(#_____through _____)
PRICE OF THIS MODIFICATION:	$500,000	
PRICE OF CONTRACT (INCLUDING THIS MODIFICATION):..	$3,050,000	

1. ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS CONTRACT, INCLUDING PREVIOUS MODIFICATION(S), IF ANY, REMAIN THE SAME.
2. This Contract may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

THE CITY OF LAS VEGAS AND THE CONTRACTOR NAMED ABOVE DO MUTUALLY AGREE TO THIS CONTRACT IN STRICT ACCORDANCE WITH THE TERMS AS STATED ABOVE. IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MODIFICATION AS OF THE APPROVAL DATE OF THIS MODIFICATION.

Monte Drew
(NAME OF CONTRACTOR)

APPROVED:

PURCHASING AND CONTRACTS MANAGER

BY _____ 10-17-12
DATE

President
(TITLE)

_____
(SIGNATURE)

_____
(DATE)

ATTEST: _____
(CITY CLERK)

APPROVED AS TO FORM:

John S. Ridilla
(SIGNATURE)

12/13/12
(DATE)

John S. Ridilla
Deputy City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

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

SUBJECT:
For possible action to approve an Operating Agreement for Knickerbocker Park between the City of Las Vegas and Providence Master Homeowners Association (HOA) to allow the HOA to maintain and operate the park located at 10649 West Dorrell Lane, APN 126-24-201-020 - Ward 6 (Ross)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Operations and Maintenance/Real Estate

PURPOSE/BACKGROUND:
The City entered into a Development Agreement, dated November 18, 2009 with Cliff's Edge, LLC to construct the Cliff's Edge Development, a master planned community. Located within the master planned community is a 15 acre park known as Knickerbocker Park. The HOA currently maintains and operates the park for the common benefit of the public and desires to enter into this Agreement to allow the HOA to manage the Park which is fully funded by their capital reserves covering the annual operating expenses and the long-term replacement of major components.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
1. Operating Agreement for Knickerbocker Park
2. Disclosure of Principals

OPERATING AGREEMENT FOR KNICKERBOCKER PARK BETWEEN THE CITY OF LAS VEGAS AND PROVIDENCE MASTER HOMEOWNERS ASSOCIATION

This OPERATING AGREEMENT FOR KNICKERBOCKER PARK (the "Agreement") is entered into as of the _____ day of _____, 2012 ("Commencement Date"), by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City") and Providence Master Homeowners Association, a domestic non-profit corporation under the laws of the State of Nevada ("HOA"). The City and the HOA are individually or collectively referred to herein as "Party" or "Parties," respectively.

RECITALS

WHEREAS, the City was granted a land patent from the BLM, Patent No. 27-2013-002 for recreation or public purposes ("Land Patent") from the United States Department of the Interior, Bureau of Land Management ("BLM") and subject to the Recreation and Public Purposes Act 43. U.S.C. Sections 869-869-4 (the "R&PP Act"), which Land Patent contains conditions subsequent which, in essence, require the City to use the underlying land for recreational and public purposes and not transfer operational control or use of the land to a third party ; and

WHEREAS, the City has entered into a Development Agreement, dated November 18, 2009, with Cliff's Edge, LLC ("Developer") for the purpose of constructing the Cliff's Edge Development, a master planned community. Located within the master planned community is a fifteen (15) acre park commonly known as Knickerbocker Park consisting of the following amenities: splash pad, children's play structures, dog park, multi use events field, youth little league field, jogging path with exercise stations, picnic area and designated spaces for future amenities. Knickerbocker Park is located at 10649 West Dorrell Lane, Las Vegas, Clark County, Nevada, depicted on the map attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, in accordance with the Development Agreement, the Providence Master Homeowner's Association ("HOA") has completed construction of Knickerbocker Park. The HOA currently maintains and operates the park for the common benefit of the public and desires to enter into this Agreement to allow the HOA to manage Knickerbocker Park which is fully funded by their capital reserves covering the annual operating expenses and the long-term replacement of major components.

AGREEMENT

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

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. Unless otherwise defined herein, the capitalized terms used herein shall have meaning ascribed in this Section 1.1:

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

"*APN*" shall mean the Clark County Assessor's Parcel Number.

"*BLM*" shall the meaning set forth in the first Recital.

"*Knickerbocker Park*" shall have the meaning set forth in the second Recital above.

"*Claims*" shall have the meaning set forth in Section 7.1.

"*Commencement Date*" shall have the meaning set forth in the first paragraph of this Agreement and shall be the date the last of the two Parties signs the Agreement..

"*Declarant*" shall mean the original developer of the Cliffs Edge Development, Cliff's Edge, LLC.

"*Developer*" shall have the meaning set forth in the second Recital.

"*Development Agreement*" shall mean the Agreement entered into by the City and Cliff's Edge, LLC on November 18, 2009, for the development of a master planned community and on file with the City Clerk of the City of Las Vegas.

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

"*HOA Manager*" shall mean the properly licensed manager retained by Providence Master Homeowner's Association to manage the day to day affairs of the Association.

"*Land Patent*" shall have the meaning set forth shall have the meaning set forth in the first Recital.

"*Neighborhood HOAs*" shall mean the collection of the sub-associations in the Providence Master Planned Community that comprise the Providence Master Homeowner's Association.

"*Notices*" shall have the meaning set forth in Section 8.7.

"*R&PP Act*" shall have the meaning set forth shall have the meaning set forth in the first Recital.

"*Special Events*" shall have the meaning set forth in Section 5.2.

ARTICLE 2
GENERAL INTENT

Section 2.1 Incorporation of Recitals. The Recitals set forth above, and all defined terms set forth in the Recitals and in the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if set forth here in full.

Section 2.2 General Intent. The Parties agree that the overall purpose of this Agreement is to govern the HOA's management and operations of Knickerbocker Park and the relationship of the Parties related to the terms and conditions of this Agreement.

ARTICLE 3
MANAGED PREMISES

Section 3.1 Managed Premises. The City agrees to allow the HOA to manage Knickerbocker Park pursuant to the terms and conditions in this Agreement. The HOA agrees to manage Knickerbocker Park pursuant to the terms and conditions in this Agreement.

ARTICLE 4
TERM and TERMINATION

Section 4.1 Term. The Agreement shall commence on the Commencement Date for a period of ten (10) years. The term may be renewed, at the sole discretion of the City, for two (2) additional five (5) year terms upon written notification by HOA to City ninety (90) days prior to termination.

Section 4.2 Termination. Either Party may terminate this Agreement, with or without cause, throughout the Term of this Agreement, upon ninety (90) days written notice to the other Party. In the event the R&PP Lease is terminated or relinquished, this Agreement shall also be terminated concurrent with the termination of the R&PP Act Lease. The City shall be responsible for notifying the HOA a minimum of ninety (90) days, if possible, of impending termination or relinquishment.

ARTICLE 5
USE

Section 5.1 General. It is understood and agreed that Knickerbocker Park is a public park and must be open to the public for the common benefit of the public in compliance with the Land Patent. Any persons and entities reserving portions of Knickerbocker Park from the HOA for cultural, social and recreational events must be consistent with use of a City park. The HOA will, in its use and occupancy of Knickerbocker Park, comply with all applicable laws, rules, regulations and ordinances, including applicable noise ordinances, of every governmental body or agency whose authority extends to Knickerbocker Park or to any business conducted upon Knickerbocker Park. Alcohol use in Knickerbocker Park shall be limited to Special Events permitted pursuant to Sections 5.2 and 5.4, and consistent with the City's policy on alcohol use in City parks.

Section 5.2 Knickerbocker Park Rental for Special Events. The HOA may rent Knickerbocker Park to persons or entities for non-exclusive Special Events for cultural, social and recreational events consistent with use of a City park. The rental fees charged by the HOA shall be consistent with the City's policy. City reserves the right to use Knickerbocker Park at any time at no rental cost to the City provided the HOA has not previously agreed to rent Knickerbocker Park to a third party on the date the City desires to use Knickerbocker Park. Further, the City will use all reasonable efforts to avoid a conflict with Special Events sponsored by the HOA at Knickerbocker Park, and will coordinate all efforts to do so with the HOA. The City shall not be responsible to pay rent, but the City shall be responsible for all costs, fees and or damages arising out of its use of Knickerbocker Park. All rental fees associated with the use of Knickerbocker Park shall be used solely for the operations, maintenance and capital improvements for Knickerbocker Park and the HOA shall use commercially accepted accounting methodology to track such revenue and expenditure.

Section 5.3 Non-Discrimination. All conduct of the HOA in administering its duties under this Agreement shall be performed without discrimination based upon race, color, religion, creed, political bias, sex, age, marital status, familial status, physical or mental disability, sexual orientation or national origin and consistent with applicable federal, state and local laws.

Section 5.4 Special Event Permitting. City shall not unreasonably restrict HOA from holding Special Events at Knickerbocker Park, notwithstanding Sections 5.1 to Section 5.3 above. HOA shall agree to apply for and pay applicable costs associated with the issuance of a Special Event Permit pursuant to the City's Municipal Code Chapter 12.02, Special Events, as amended from time to time.

Section 5.5 Rules and Regulations. The HOA has adopted Safety and Courtesy Rules for the successful operating of Knickerbocker Park, which have been attached hereto as Exhibit B and

incorporated herein by this reference. Notwithstanding the above, HOA in its sole discretion, may trespass persons from Knickerbocker Park, under NRS 207.200, if they are violating any of the Safety and Courtesy Rules, soliciting, creating life, health or safety concerns, or if they cause a conflict with any user, employee or other persons; and the Las Vegas Metropolitan Police Department and/or the City Marshalls shall be notified and dispatched, as needed. Subject to Section 5.3 above, the HOA may from time to time modify the rules and regulations for Knickerbocker Park; however, if requested shall provide a copy of such revisions to the City thirty (30) days prior to enforcement.

Section 5.6 Signage. Subject to Section 5.3 above, the HOA may install reasonable signage from time to time throughout Knickerbocker Park to assist in its duty to operate, schedule, program and maintain Knickerbocker Park. Unless a permit is required, the HOA shall not be required obtain the prior written consent of the City before installing such signage.

Section 5.7 Security. The HOA, in its sole discretion, may elect to staff Knickerbocker Park, with "safety/ peace" officers to assist in enforcing the provisions of Section 5.5. Neither the HOA, the Board, the Manager, any Neighborhood HOA, nor Declarant, shall in any way be considered insurers or guarantors of security within Knickerbocker Park, nor shall any of the above-mentioned parties be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to Knickerbocker Park (or any on-site roving patrol or resources, if applicable) cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended.

City acknowledges that the HOA, the Board and its committees, Neighborhood HOAs, HOA Manager and/or all other persons involved with the governance, maintenance, and management of Knickerbocker Park, including Declarant, are not insures of safety or security within Knickerbocker Park. All users, assume all risks of personal injury and loss or damage to persons and other property, and further acknowledge that the HOA, the Board and its Committees, Neighborhood HOAs, the HOA Manager, nor Declarant, have made any representations or warranties whatsoever regarding any patrolling of Knickerbocker Park, or other security system recommended or installed, or any security measures undertaken within Knickerbocker Park.

ARTICLE 6
MAINTENANCE and UTILITIES

Section 6.1. Maintenance. The HOA shall keep Knickerbocker Park in as good condition and repair as they are at the Commencement Date, reasonable wear and tear excepted. Such maintenance and repairs shall mean, by way of example and not limitation, sweeping and cleaning hardscape, painting, removing graffiti, replacing lightbulbs and maintaining landscape plants and ground cover. Unless a permit is required, the HOA shall not be required to obtain the prior written consent of the City before modifying or altering Knickerbocker Park; and if said permit is required such consent shall not be unreasonably withheld. Other than for routine maintenance purposes and/or seasonal closures (e.g. closure of the Splash Pad in the winter, and closure of the turf fields for over-seeding), the Parties shall reasonably coordinate the scheduling of maintenance activities, including closure of Knickerbocker Park, to avoid conflicts with Special Events.

Section 6.2 Utilities. The HOA shall timely pay (i.e., before the date on which they can no longer be paid without penalties, interest or threatened disconnection) all electricity, water, gas, sewer or

other utility services not listed herein used or consumed on Knickerbocker Park during the Term of this Agreement.

ARTICLE 7
INDEMNIFICATION AND INSURANCE

Section 7.1 Indemnification. The HOA indemnifies and holds the City harmless from and against any claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (collectively, "Claims") caused, or alleged to be caused, in whole or in part, by any acts or omissions, negligent or otherwise, of the HOA, its board members, managers, employees, contractors or agents as long as such Claims are not caused by the negligence or willful misconduct of the City. Except as set forth in the foregoing sentence, should the City be named in any suit, or should any claim be against it, by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance pursuant to this Agreement, the HOA will defend the City (at the City's request and with counsel reasonably satisfactory to the City) and will indemnify it for any judgment rendered against it or any sums paid out in settlement or otherwise. It is the specific intention of the Parties that the City shall in all instances, except for Claims cause by the negligence or willful misconduct of the City, be indemnified by the HOA from and against any and all Claims.

To the extent that Claims are cause by the City's use of Knickerbocker Park pursuant to Section 5.2, the City shall indemnify and hold the HOA harmless from any and all Claims caused, or alleged to be caused, in while or in part, by any acts or omissions, negligence or otherwise, of the City as long as such Claims are not cause by the negligence or willful misconduct of the HOA. Except as set forth in the foregoing sentence, should the HOA be named in any suit, or should any claim be against it, by suit or otherwise, whether the same be groundless or not, arising out of the City's use of Knickerbocker Park, the City will defend the HOA (at the HOA's request and with counsel reasonably satisfactory to the HOA) and will indemnify it for any judgment rendered against it or any sums paid out in settlement or otherwise. It is the specific intention of the Parties that the City, exercising its right to use Knickerbocker Park pursuant to Section 5.2, shall in all instances, except for the negligence or willful misconduct of the HOA, be indemnified by the City from and against any and all Claims.

For purposes of this Section 7.1 "City" includes City's Mayor and elected officials, officers, employees and agents.

It is expressly understood and agreed that the foregoing Indemnity provisions will survive termination of this Agreement.

The requirements as to the types and limits of insurance coverage to be maintained by the HOA as required in this Agreement, and any approval of such insurance by the City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by the HOA pursuant to this Agreement, including but not limited to the provisions concerning this indemnification.

Section 7.2 Insurance. The HOA must procure and maintain insurance of the type, for the period, with the coverages and limits, and in accordance with the terms, conditions, and requirements that follow:

A. The HOA will provide Commercial General Liability, Broad Form General Liability, and Business Automobile Liability insurance that meet or exceed the requirement of ISO Forms GL0002, GL0404 and CA0001, Code 1, respectively, in the most current State of Nevada approved forms, in connection with the HOA's performance in the amount in amounts not less than $2,000,000.00 per

occurrence and $2,000,000.00 in the aggregate for bodily injury, personal injury, and property damage for each policy coverage.

B. Commercial General Liability, Broad Form General Liability and Business Automobile Liability policies required in this Agreement will be endorsed to name the City, its Mayor, City Council members, officers, employees and agents as "additional insureds" under said insurance coverage, to state that such insurance will be deemed "primary" as to HOA's negligence such that any other insurance that may be carried by the City will be excess thereto, and to state that the policy(ies) will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

C. The HOA will furnish to the City a certificate of insurance, duly authenticated, evidencing maintenance of the insurance required under this Agreement. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A-VII."

ARTICLE 8
MISCELLANEOUS

Section 8.1 Promotional Recognition. The Parties may not use the other's logo for promotional or other purposes without the written approval of the other Party.

Section 8.2 Liens. The HOA shall cause all activities that occur on Knickerbocker Park to occur lien-free and in compliance with all applicable laws and ordinances. If any lien is filed against Knickerbocker Park as a result of acts or omissions of the HOA or the HOA's board members, employees, contractors or agents, the HOA shall discharge the lien or bond the lien off in a manner reasonably satisfactory to City within thirty (30) days after the HOA receives written notice that the lien has been filed.

Section 8.3 Taxes. The City shall not be responsible for any personal property taxes, possessory interest taxes and assessments attributable to the HOA's management of Knickerbocker Park levied by any legal authority as a result of this Agreement.

Section 8.4 Force Majeure. Should performance of this Agreement be prevented due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the parties' control, no party will be or be deemed to be in default or otherwise liable for any delay of its performance under this Agreement.

Section 8.5 Assignment and Subletting. The HOA shall not assign, sublet or otherwise transfer all or any part of their interest in this Agreement without the prior written consent of the City, which may be withheld for any or no reason.

Section 8.6 Prior Agreement and Amendments. This Agreement contains all of the agreements and understanding of the Parties with respect to any matter covered or mentioned in this Agreement, and no other agreements or understandings shall be effective for any purpose. No provision of this Agreement Sublease may be amended or added except by a written amendment signed by both Parties.

Section 8.7 Notice. Any notice or other communication required or permitted to be given under this Sublease (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

If to the City: Attention: Administrator
City of Las Vegas
Real Estate Section
333 N. Rancho Drive, 8th Floor
Las Vegas, Nevada 89106
(702) 229-1021 phone
(702) 464-2522 fax

If to the HOA: Attention: Community Manager
Providence Master Homeowners Association
7181 N. Hualapai Way, Suite 150
Las Vegas, NV 89166
(702) 216-2020 phone
(702) 240-3048 fax

Section 8.8 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Section 8.9 Headings and Interpretation. Headings used in this Agreement are for convenience or reference only and are not intended to govern, limit or aid in the construction of any term or provision hereof. Any reference to a Section in this Agreement shall include all sections and subsections related thereto.

Section 8.10 Choice 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 the HOA 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 the City and the HOA, the HOA's use or occupancy of Knickerbocker Park, and/or any claim of injury or damage.

Section 8.11 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Section 8.12 Relationship of the Parties. Nothing contained herein shall constitute either Party as being the agent or legal representative of the other for any purpose whatsoever, nor shall this Agreement be deemed to create any form or business organization between the Parties hereto, nor is either Party granted the right or authority to assume or create any obligation or responsibility on behalf of the other Party, nor shall either Party be in any way liable for any debt of the other.

Section 8.13 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

Section 8.14 Attorney's Fees. In the event that any Party hereto institutes an action or proceeding relating to or arising out of this Agreement, or the transactions contemplated hereby, or in the event any Party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the prevailing party shall be entitled to its reasonable attorneys' fees and to all court costs incurred, in addition to any other damages or relief forwarded.

Section 8.15 Counterparts. This Agreement may be executed in counterparts, all such counterparts will constitute the same Agreement and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

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

CITY OF LAS VEGAS
"City"

By: _____
Carolyn G. Goodman, Mayor

Attest:

By: _____
Beverly K. Bridges, MMC, City Clerk Date

Approved as to Form:

By: John S. Ridilla 12/12/12
Deputy City Attorney Date

SIGNATURES CONTINUED ON NEXT PAGE

PROVIDENCE MASTER
HOMEOWNERS ASSOCIATION
"HOA"

By: _____
Jason Thompson, President

EXHIBIT A

DEPICTION OF KNICKERBOCKER PARK

EXHIBIT B

SAFETY & COURTESY RULES

1. Pets must be on a leash and under the control of owners or handlers at all times, unless in designated Dog Park area. No horse or pony rides allowed in the park. Pets are not permitted in children's play areas, splash pad and/or sports areas.
2. No amplified or excessively loud music without a permit. Quiet hours are 10:00 PM until 7:00 AM.
3. No vehicles in the park except where posted (authorized maintenance vehicles excluded).
4. Although the intended user group should be obvious from the design and scale of equipment, Park Patrol may direct users to equipment appropriate for their age and/or size. No adults in tot/children play areas, unless supervising a child.
5. Fires are prohibited except in permanently installed barbecue equipment. Do not empty charcoal from barbecues into trash containers.
6. No overnight camping or parking. Obey all traffic and parking signs.
7. Prior written approval must be granted in order to sell or barter goods. Illegal vending and unauthorized sales prohibited.
8. No alcoholic beverages allowed without a permit. No glass beverage containers allowed.
9. No firearms, fireworks, or weapons of any kind in the park.
10. No dunk tanks or bounce houses. Only "Easy Up" tents allowed. No stakes, tent poles or any item placed in the ground that may damage the irrigation system or landscape.
11. Golfing, horseshoe pitching, and/or flying of remote-controlled aircraft is not permitted.
12. No professional photo shoots without prior written approval.
13. Usual and customary swimming attire is required in Splash Pad area. No running in Splash Pad area – water shoes recommended. No nude sunbathing within the park.
14. No rice, birdseed or confetti may be thrown in or around the Park.
15. Clothing or personal effects should not be left unattended or unsecured. All personal belongings left behind will be held for fifteen (15) days before being donated to a charity. The Association is not responsible for the loss of any personal belongings.
16. Actions that jeopardize or interfere with the rights and privileges of others, use of profanity, or otherwise abusive or disruptive behavior will not be tolerated.
17. Misuse and abuse of park property will be subject to citation and prosecution. All parties must adhere to park rules, and regulations as set forth by the City of Las Vegas at all times.
18. Certain prohibited items and activities may be allowed with written approval, AND with proper permits, insurance, fees and other requirements of federal, state and local law.
19. Park usage is on a first come, first serve basis. At the discretion of park personnel, it is not permitted to hold a groups function in a park area where such activities conflict in any way with normal park usage. Special Events and all activities coordinated through the Providence Master Homeowners Association, receive scheduling priority.

Knickerbocker Park is a unique amenity designed for the enjoyment of all the residents of the City of Las Vegas. Please do your part in helping to keep the park a beautiful and pleasant place to be.... Courtesy is contagious!

To report a crime or an emergency, please call 911.

To report uncontrolled pets, call Animal Control at (702) 455-7710.

Please contact Park Patrol at (702) 370-8158 to report suspicious activity.

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
Name:	Providence Master Homeowners Association
Address:	7181 N. Hualapai Way, Suite 150 Las Vegas, NV 89166
Telephone:	(702) 216-2020
EIN or DUNS:	20-0794474

Block 2	Description
Subject Matter of Contract/Agreement: Operating Agreement for Knickerbocker Park	
RFP #:	

Block 3	Type of Business			
Individual	Partnership	Limited Liability Company	X - Non Profit Corporation	

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Jason Thompson/ President and Treasurer	3455 Cliff Shadows Pkwy.#220 Las Vegas, NV 89129	(702) 216-2020
2.	Chris Dingell/ Secretary	3455 Cliff Shadows Pkwy. #220 Las Vegas, NV 89129	(702) 216-2020
3.	Bob Ruszczyk/ Director	7741 Fortress Peak Ct. Las Vegas, NV 89166	(702) 216-2020
4.			
5.			
6.			
7.			
8.			
9.			

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

Block 5	**Disclosure of Ownership and Principals—Alternate**

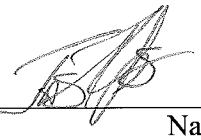
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under Federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages:

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



Name

12/13/12

Date

Subscribed and sworn to before me this 13th day of December, 2012.

S. Mannsur-Johnston

Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
S. MANNSUR-JOHNSTON
Appt. No. 03-79990-1
My Appt. Expires Feb. 5, 2015

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a new Beer/Wine/Cooler Off-sale License subject to the provisions of the Fire Code and Health Dept. regulations, MFE Inc., dba Arco AM PM 83194, 7251 West Azure Drive, Maria Fernanda Enamorado, Pres, Treas, Dir, 100% and Gurdev Kular, Secy - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a new Beer/Wine/Cooler Off-sale License.

RECOMMENDATION:
Recommend approval subject to the provisions of the Fire Code and Health Dept. regulations.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, MFE Inc., dba Arco AM PM 83194, 7251 West Azure Drive, Maria Fernanda Enamorado, Pres, Treas, Dir, 100% and Gurdev Kular, Secy - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a new Restricted Gaming License for seven (7) slots.

RECOMMENDATION:
Recommend approval subject to confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler Off-sale License for a Change of Ownership FROM: 7 Eleven of Nevada, Inc., TO: Once Again, Inc., dba 7 Eleven Store 29661D, 1201 East Sahara Avenue, Naveen Dadlani, Pres, Franchisee, 100% - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler Off-sale License for a Change of Ownership.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a new Beer/Wine/Cooler Off-sale License, Shaista Association, Inc., dba 7 Eleven Store 36011A, 2202 Paradise Road, Shaista Yusof, Pres, Secy, Treas, Dir, 100% - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a new Beer/Wine/Cooler Off-sale License.

RECOMMENDATION:
Recommend approval and subject to the following conditions:

1. All beer and wine coolers shall remain in the original manufacturer's configuration intended for off-sale resale.

2. The off-sale of single beers, malt beverages, or wine coolers of any size with alcohol by volume greater than 6% shall be prohibited. The sale of wines with an alcohol volume of greater than 16% shall be prohibited.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-sale License for a Change of Ownership FROM: Thai Express @ Sahara Inc, TO: Baan Mae Toy, dba Baan Mae Toy, 4105 West Sahara Avenue, Sangchai Sukcharoenchok, Dir, Secy, Treas, 30% and Ganpet Sureerat, Pres, 70% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-sale License for a Change of Ownership. Previous business name was Thai Express @ Sahara.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler Off-sale License for a Change of Ownership FROM: Stop N Shop 6 Operator, LLC, TO: Golden Market, LLC, dba Golden Market 4, 5700 Sky Pointe Drive, Amer Panou, Mgr, 100% - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler Off-sale License for a Change of Ownership. Previous business name was Stop N Shop 6.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Tavern License for a Change of Ownership, FROM: Crews Tavern, Inc. (Non-operational), TO: JG Sahara LLC, dba JG Sahara LLC (Non-operational), 1000 East Sahara Avenue, Suite 105, JG Realty Inc., Mgr, 1%, Graham Family Trust, 99%, Jamie Graham, Trustee and Gidget Graham, Trustee - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Tavern License for a Change of Ownership. Previous business name was Crews'N.

RECOMMENDATION:
Recommend approval subject to the following condition:

1. This license cannot be activated for operational use unless the listed principals undergo a suitability investigation and are approved by the Las Vegas City Council.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-sale License for a Change of Ownership FROM: Harold Stephen Lyke, TO: William Contreras, dba Mariscos el Mariachi Mexican Food and Seafood, 552 North Eastern Avenue, Suite A, William Contreras, Owner, 100% - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-sale License for a Change of Ownership. Previous business name and location was Pyaar India Restaurant located at 9350 West Sahara Avenue, Suite 150.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-sale License for a Change of Ownership FROM: Gladys Jacks (Non-operational), TO: Chef Marc's Pastaria, LLC, dba Novecento Cafe, 5705 Centennial Center Boulevard, Suite 170, Marcus Thaddeous Sgrizzi, Managing Mmbr, 100% - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-sale License for a Change of Ownership. Previous business name and location was Sun City Cafe located at 9320 Sun City Boulevard, Suite 101.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Interlocal Contract No. 703 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for engineering design, purchase right-of-way, perform construction inspection and construct roadway improvements for Rainbow Boulevard, Westcliff Drive to Sahara Avenue ($4,550,000 - Road and Flood Capital Project Fund [CPF]) - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $4,550,000
Funding Source: Road and Flood CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
This Interlocal Contract applies to the design of improvements for Rainbow Boulevard, Westcliff Drive to Sahara Avenue. The improvements will include the widening of the sidewalks where feasible, planting street trees, constructing a dedicated transit/bicycle lane, intersection improvements, upgrading street lighting, Americans with Disabilities Act accessibility, utility relocation, bus stop improvements and other appurtenances as may be necessary to construct the project. The total funding for the project shall not exceed $4,550,000. The RTC approved this contract at their November 8, 2012 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Contract No. 703

INTERLOCAL CONTRACT
RAINBOW BOULEVARD – WESTCLIFF DRIVE TO SAHARA AVENUE

THIS INTERLOCAL CONTRACT made and entered into this _____ day of _____, 2012, 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, a Project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Rainbow Boulevard, Westcliff Drive to Sahara Avenue, herinafter referred to as "PROJECT", located wholly within the CITY has been approved by the Regional Transportation Commission of Southern Nevada; and,

WHEREAS, the CITY is requesting funds for construction, engineering, acquisition and right-of-of way other for the PROJECT.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually agreed and understood, as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to improvements associated with the widening the sidewalks to 15 feet where feasible, planting street trees, constructing a dedicated transit/bicycle lane, intersection improvements, upgrading street lighting, ADA accessibility, utility relocation, bus stop improvements and other appurtenances as may be necessary to construct a complete and functional Project.

SECTION II: PROJECT COSTS

The RTC agrees to provide from Question 10 funds for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for construction, engineering design, contract administration, surveying, inspection, testing, right-of-way acquisition, right-of-way other and utility relocation shall not exceed $5,750,000.

2. "Authorization to Proceed" will be granted for engineering in an amount not to exceed $1,190,000 and right-of-way other in amount not to exceed $10,000 at the time written "Authorization to Proceed" is received from the RTC.

3. A separate request for an "Authorization to Proceed" will be required for right-of-way acquisition, construction and construction engineering.

4. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall show the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and Project signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

3. The design, construction, right-of-way acquisition and contract administration of the Project shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.

4. The CITY's Department of Public Works has a policy, which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a project.

5. Upon completion of the construction of the Project, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.

6. The Project must be completed to the satisfaction of the RTC prior to December 31, 2016. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the Project as hereinabove set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the Project and will hold the other parties to this Interlocal Contract and the RTC harmless for any liability therefore except the funding provided by this Interlocal Contract.

8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

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IN WITNESS WHEREOF, this Interlocal Contract is effective as of the date first set forth above.

Date of Commission Action:

11/8/12

REGIONAL TRANSPORTATION COMMISSION

BY: _____

LAWRENCE L. BROWN III, Chairman

Attest:

_____

SHAVONNE JONES, Administrative Specialist

Approved as to Form:

_____

ZEV KAPLAN, General Counsel

Date of Council Action:

_____

CITY OF LAS VEGAS

BY: _____

CAROLYN G. GOODMAN, Mayor

Attest:

_____

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

_____ 11/28/12

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve Supplemental Interlocal Contract No. 14 (435N) between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase funding in the amount of $500,000 for the design, right-of-way and construction for Martin L. King Boulevard, Palomino Lane to Carey Avenue project - ($500,000 - Road and Flood Capital Project Fund [CPF]) - Wards 1 and 5 (Tarkanian and Barlow)

Fiscal Impact

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

Amount: $500,000
Funding Source: Road and Flood CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:

The City of Las Vegas entered into an Interlocal contract with the Regional Transportation Commission of Southern Nevada (RTC) on March 13, 2003 for roadway improvements for the Martin L. King Boulevard, Palomino Lane to Carey Avenue project. This Supplemental Interlocal Contract No. 14 (435N) will increase project funding in the amount of $500,000. Total cost of the project shall not exceed $14,490,000. The RTC approved this contract at their November 8, 2012 Board meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental Interlocal Contract No. 14 (435N)

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 14
MARTIN L. KING BOULEVARD, PALOMINO LANE TO CAREY AVENUE

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 14, made and entered into this _____ day of _____, 2012, 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 on March 13, 2003 and supplemental interlocal contracts on June 12, 2003, August 11, 2005, March 9, 2006, December 14, 2006, February 8, 2007, March 8, 2007, July 12, 2007, October 11, 2007, November 13, 2008, June 11, 2009, April 8, 2010, May 20, 2010 and July 14, 2011 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Martin L. King Boulevard, Palomino Lane to Carey Avenue, being located wholly within the City; and,

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction, engineering, right-of-way acquisition, and right-of-way other; and,

WHEREAS, the CITY desires to increase project funding.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows:

SECTION II: PROJECT COSTS

The RTC agrees to provide for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way acquisition, right-of-way other, utility relocation and construction shall not exceed $14,490,000.

2. The CITY will be issued a revised "Authorization to Proceed" for construction at a cost not to exceed $9,150,000, engineering design at a cost not to exceed $4,700,000, right-of-way acquisition at a cost not to exceed $20,000 and right-of-way other at a cost not to exceed $620,000 at the time written Authorization to Proceed is received from the RTC. The "Revised Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

3. A separate request for an "Authorization to Proceed" will be required for right-of-way acquisition, construction and construction engineering.

4. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

The reminder of the Interlocal Contract dated March 13, 2003 and Supplemental Interlocal Contracts dated June 12, 2003, August 11, 2005, March 9, 2006, December 14, 2006, February 8, 2007, March 8, 2007, July 12, 2007, October 11, 2007, November 13, 2008, June 11, 2009, April 8, 2010, May 20, 2010 and July 14, 2011 shall remain unchanged.

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IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 14 is effective as of the date first set forth above.

Date of Commission Action:

11/8/12

REGIONAL TRANSPORTATION COMMISSION

BY: _____

LAWRENCE L. BROWN III, Chairman

Attest:

_____

SHAVONNE JONES, Administrative Specialist

Approved as to Form:

_____

ZEV KAPLAN, General Counsel

Date of Council Action:

_____

CITY OF LAS VEGAS

BY: _____

CAROLYN G. GOODMAN, Mayor

Attest:

_____

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

John S. Ridilla 11/28/12

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

City of Las Vegas Agenda Item No.: **30.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Supplemental Interlocal Contract No. 3 (470C) between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of $450,000 for engineering design and construction for the Summerlin Parkway, I-215 to US-95 project - Wards 1 and 2 (Tarkanian and Beers)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The RTC entered into an Interlocal Contract with the City of Las Vegas on May 20, 2004 and Supplemental Interlocal contracts for roadway improvements associated with the Summerlin Parkway, I-215 to US-95 project. This Supplemental Interlocal Contract No. 3 (470C) will reduce total project funding in the amount of $450,000. The total cost of the project shall not exceed $3,160,000. The RTC approved this contract at their November 8, 2012 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 3 (470C)

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3
SUMMERLIN PARKWAY, I-215 TO US-95

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3 made and entered into this _____ day of _____, 2012 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, RTC approved an Interlocal Contract on May 20, 2004 and a supplemental interlocal contracts on December 11, 2008 and August 13, 2009 to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Summerlin Parkway, I-215 to US-95 located wholly within the CITY, has been approved by the Regional Transportation Commission.

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction, engineering, right-of-way acquisition and right-of-way other; and,

WHEREAS, the CITY wishes to decrease project funding.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually agreed to supplement the Interlocal Contract for the Project as follows:

SECTION II – PROJECT COSTS: shall be revised to read as follows:

The RTC agrees to provide funding from Question 10 for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for construction, engineering and right-of-way other shall not exceed $3,160,000.

2. The CITY will be issued a revised "Authorization to Proceed" for construction at a cost not to exceed $2,100,000, engineering design at a cost not to exceed $1,050,000, and right-of-way other at a cost not to exceed $10,000 at the time written Authorization to Proceed is received from the RTC. The "Revised Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

3. A separate request of an "Authorization to Proceed" will be required for right-of-way acquisition, construction and construction engineering.

4. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

The remainder of the interlocal contract dated May 20, 2004 and supplemental interlocal contracts dated December 11, 2008 and August 13, 2009 shall remain unchanged.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 3 is effective as of the date first set forth above.

Date of Commission Action:

11/8/12

REGIONAL TRANSPORTATION COMMISSION

BY: _____

LAWRENCE L. BROWN III, Chairman

Attest:

_____

SHAVONNE JONES, Administrative Specialist

Approved as to Form:

_____

ZEV KAPLAN, General Counsel

Date of Council Action:

_____

CITY OF LAS VEGAS

BY: _____

CAROLYN G. GOODMAN, Mayor

Attest:

_____

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

_____ 11/28/12

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

City of Las Vegas Agenda Item No.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Supplemental Interlocal Contract No. 9 (457I) between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of $500,000 for design, right-of-way and construction for Bonneville/Clark One-Way Couplet, Main Street to Charleston Boulevard - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The RTC approved an Interlocal Contract on November 13, 2003 and Supplemental Interlocal Contracts on December 14, 2006, November 13, 2008, May 21, 2009, June 11, 2009, March 11, 2010, October 14, 2010, January 13, 2011 and September 13, 2012 to design, purchase right-of-way, perform construction inspection and construct roadway improvements for the Bonneville/Clark One-Way Couplet, Main Street to Charleston Boulevard. This Supplemental Interlocal Contract No. 9 (457I) will decrease total project funding in the amount of $500,000. The total cost of the project shall not exceed $8,635,000. The RTC approved this contract at their November 8, 2012 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 9 (457I)

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 9
BONNEVILLE/CLARK ONE-WAY COUPLET

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 9 made and entered into this _____ day of _____, 2012 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".

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on November 13, 2003 and Supplemental Interlocal Contracts on December 14, 2006, November 13, 2008, May 21, 2009, June 11, 2009, March 11, 2010, October 14, 2010, January 13, 2011 and September 13, 2012 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Bonneville/Clark One-Way Couplet, from Main Street to Charleston Boulevard located wholly within the CITY, has been approved by the Regional Transportation Commission.

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction, engineering, right-of-way acquisition and right-of-way other; and,

WHEREAS, the CITY wishes to decrease project funding.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually agreed to supplement the Interlocal Contract for the Project as follows:

SECTION II – PROJECT COSTS: shall be revised to read as follows:

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for construction, engineering and right-of-way other shall not exceed $8,635,000.

2. The CITY will be issued a revised "Authorization to Proceed" for construction at a cost not to exceed $5,885,000, engineering design at a cost not to exceed $2,650,000, and right-of-way other at a cost not to exceed $100,000 at the time written Authorization to Proceed is received from the RTC. The "Revised Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

3. A separate request of an "Authorization to Proceed" will be required for right-of-way acquisition, construction and construction engineering.

4. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

The remainder of the interlocal contract dated November 13, 2003, and supplemental interlocal contracts dated December 14, 2006, November 13, 2008, May 21, 2009, June 11, 2009, March 11, 2010, October 14, 2010, January 13, 2011and September 13, 2012 shall remain unchanged.

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IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 9 is effective as of the date first set forth above.

Date of Commission Action:

11/8/12

REGIONAL TRANSPORTATION COMMISSION

BY: _____

LAWRENCE L. BROWN III, Chairman

Attest:

_____

SHAVONNE JONES, Administrative Specialist

Approved as to Form:

_____

ZEV KAPLAN, General Counsel

Date of Council Action:

_____

CITY OF LAS VEGAS

BY: _____

CAROLYN G. GOODMAN, Mayor

Attest:

_____

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

_____ 11/28/12

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

City of Las Vegas Agenda Item No.: **32.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Second Supplemental Interlocal Contract LAS05J10 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2013 and reallocate funding within the contract for the construction of the Oakey - Meadows Storm Drain, Phase II project located on Charleston Boulevard between Valley View Boulevard and Decatur Boulevard - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Clark County Regional Flood Control District (CCRFCD) approved an Interlocal Contract dated April 8, 2010 and the First Supplemental Interlocal Contract dated March 8, 2012 to provide funding for the construction of the Oakey - Meadows Storm Drain, Phase II project. This Second Supplemental Interlocal Contract will extend the project completion date to December 31, 2013 and reallocate funding within the contract. The CCRFCD approved this contract at their November 8, 2012 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Second Supplemental Interlocal Contract LAS05J10

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT
OAKEY MEADOWS STORM DRAIN – PHASE II

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 8th day of November, 2012 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 is identified in the 2008 Master Plan Update, as facilities MEOK 0070, MEOK 0079, MEOK 0091 and MEOK 0110 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 annual 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 April 8, 2010 and First Supplemental Interlocal Contract dated March 8, 2012 were entered into between the CITY and the DISTRICT; and

WHEREAS, the City wishes to extend project completion date and reallocate funding within the contract.

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 - PROJECT COSTS, shall be revised to read as follows:

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

1. Construction Management at a cost not to exceed $1,250,000.

2. Construction at a cost not to exceed $8,807,760.

3. The total cost of the contract shall not exceed $10,057,760 which includes all of the items described in the paragraphs above.

4. 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.

5. 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.

6. 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.

SECTION III – GENERAL, paragraph 15 shall be revised to read as follows:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2013. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

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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: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form

By: John S Ridilla 11/28/12
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

November 8, 2012

Regional Flood Control District

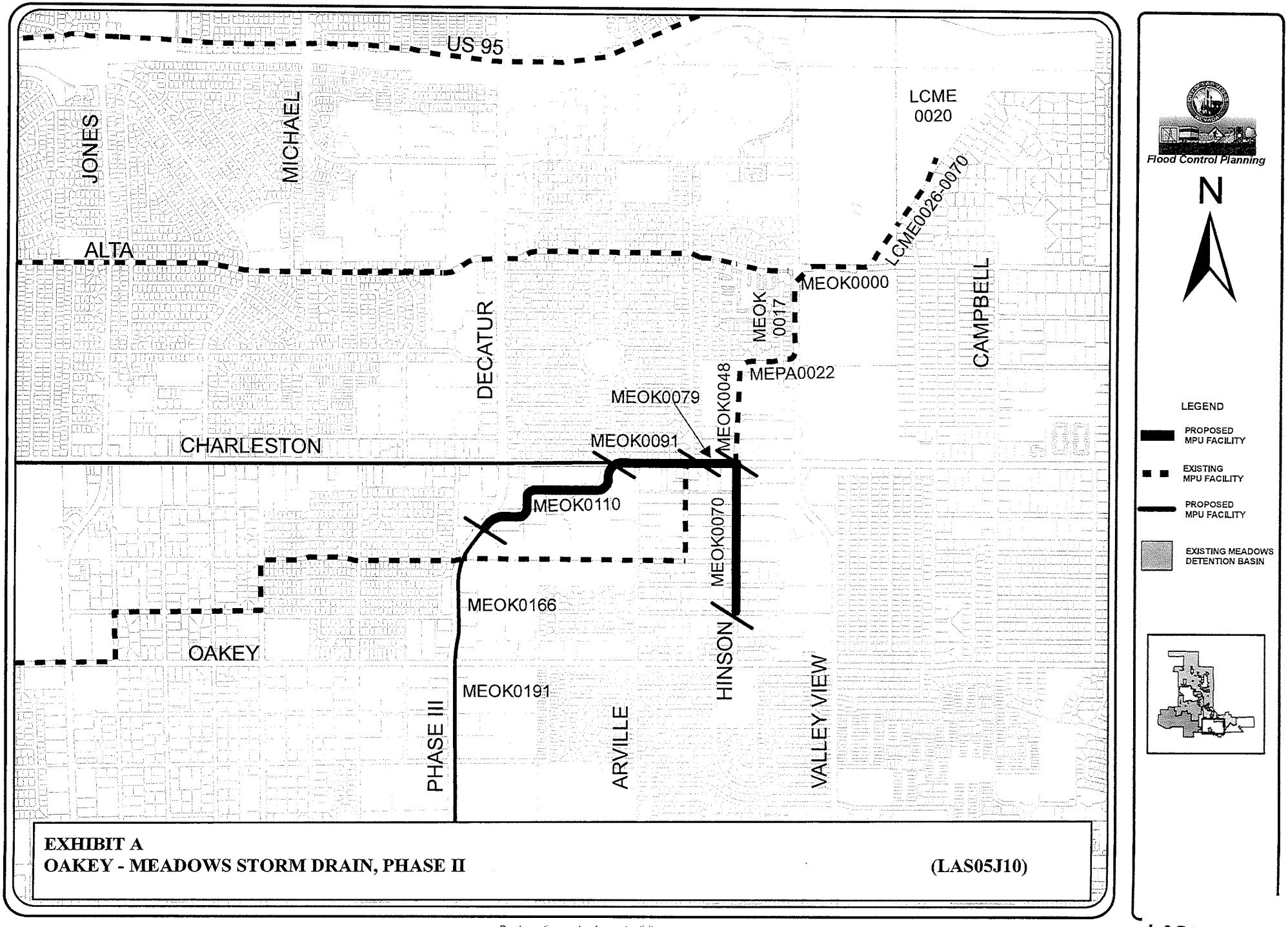
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Christopher Figgins Nov 8, 2012
Christopher Figgins Date
Chief Deputy District Attorney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OAKEY - MEADOWS STORM DRAIN, PHASE II
(LAS05J10)
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City of Las Vegas Agenda Item No.: **33.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve First Supplemental Interlocal Contract LAS19D11 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to reallocate funding within the contract for the construction of the Vegas Drive Storm Drain - Rancho Drive to Shadow Mountain Place project - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Clark County Regional Flood Control District (CCRFCD) approved an Interlocal Contract dated February 10, 2011 to provide funding for the construction of the Vegas Drive Storm Drain - Rancho Drive to Shadow Mountain Place project. This First Supplemental Interlocal Contract will reallocate funding within the contract. The CCRFCD approved this contract at their November 8, 2012 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
First Supplemental Interlocal Contract LAS19D11

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT
VEGAS DRIVE STORM DRAIN – RANCHO TO SHADOW MOUNTAIN

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 8th day of November, 2012 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 2008 Master Plan Update, as facilities LVOW 0241 and LVOW 0351 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 annual 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; and

WHEREAS, the Interlocal Contract dated February 10, 2011 was entered into between the CITY and the DISTRICT; and

WHEREAS, the City wishes to reallocate funding within the contract.

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 - PROJECT COSTS

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

1. Construction Management at a cost not to exceed $1,000,280.

2. Construction at a cost not to exceed $11,887,720.

3. The total cost of the contract shall not exceed $12,888,000 which includes all of the items described in the paragraphs above.

4. 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.

5. 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.

6. 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.

The remainder of this Interlocal Contract dated February 10, 2011 shall remain unchanged.

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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: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 11/28/12
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

November 8, 2012

Regional Flood Control District

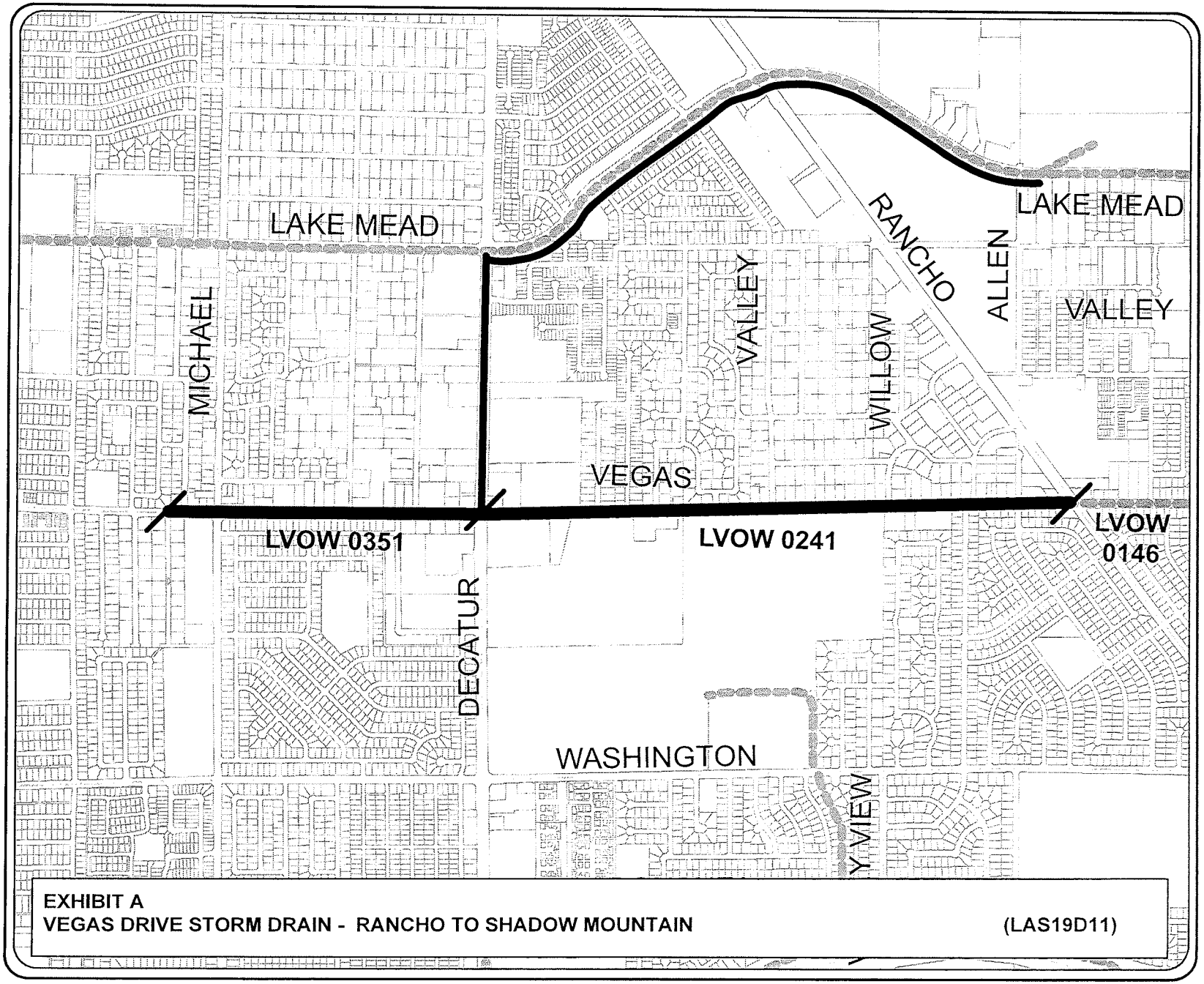
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Christopher Figgins Nov 8, 2012
Christopher Figgins Date
Chief Deputy District Attorney



Public Works
Flood Control Planning

N

LEGEND

EXISTING STORM DRAIN

PROPOSED STORM DRAIN

EXHIBIT A
VEGAS DRIVE STORM DRAIN - RANCHO TO SHADOW MOUNTAIN **(LAS19D11)**

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

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LAS19D11

City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Sixth Supplemental Interlocal Contract LAS22E06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to March 26, 2013 for the engineering design of the Las Vegas Wash - Decatur Boulevard (Centennial Parkway to Farm Road) project - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Clark County Regional Flood Control District (CCRFCD) approved an Interlocal Contract dated August 10, 2006 and Supplemental Interlocal Contracts dated April 12, 2007, July 12, 2007, March 12, 2009, May 19, 2011 and October 13, 2011 for the engineering design of the Las Vegas Wash - Decatur Boulevard (Centennial Parkway to Farm Road) project. This Sixth Supplemental Interlocal Contract will extend the project completion date to March 26, 2013 to allow for project closeouts. The CCRFCD approved this contract at their November 8, 2012 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Sixth Supplemental Interlocal Contract LAS22E06

SIXTH SUPPLEMENTAL INTERLOCAL CONTRACT
LAS VEGAS WASH –
DECATUR BOULEVARD (CENTENNIAL PARKWAY TO FARM ROAD)

THIS SIXTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 8th day of November, 2012 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 2008 Master Plan as Structure Numbers LVMD 2324, LVMD 2443, LVMD 2490 and LVDE 0000, 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 annual 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; and

WHEREAS, the Interlocal Contract dated August 10, 2006, First Supplemental Interlocal Contract dated April 12, 2007, Second Supplemental Interlocal Contract dated July 12, 2007, Third Supplemental Interlocal Contract dated March 12, 2009, Fourth Supplemental Interlocal Contract dated May 19, 2011 and Fifth Supplemental Interlocal Contract dated October 13, 2011 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 14 shall be revised to read as follows:

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to March 26, 2013. 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 August 10, 2006, First Supplemental Interlocal Contract dated April 12, 2007, Second Supplemental Interlocal Contract

dated July 12, 2007, Third Supplemental Interlocal Contract dated March 12, 2009, Fourth Supplemental Interlocal Contract dated May 19, 2011 and Fifth Supplemental Interlocal Contract dated October 13, 2011shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Sixth 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: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 11/28/12
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

November 8, 2012

Regional Flood Control District

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

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Christopher Figgins Nov 8, 2012
Christopher Figgins Date
Chief Deputy District Attorney

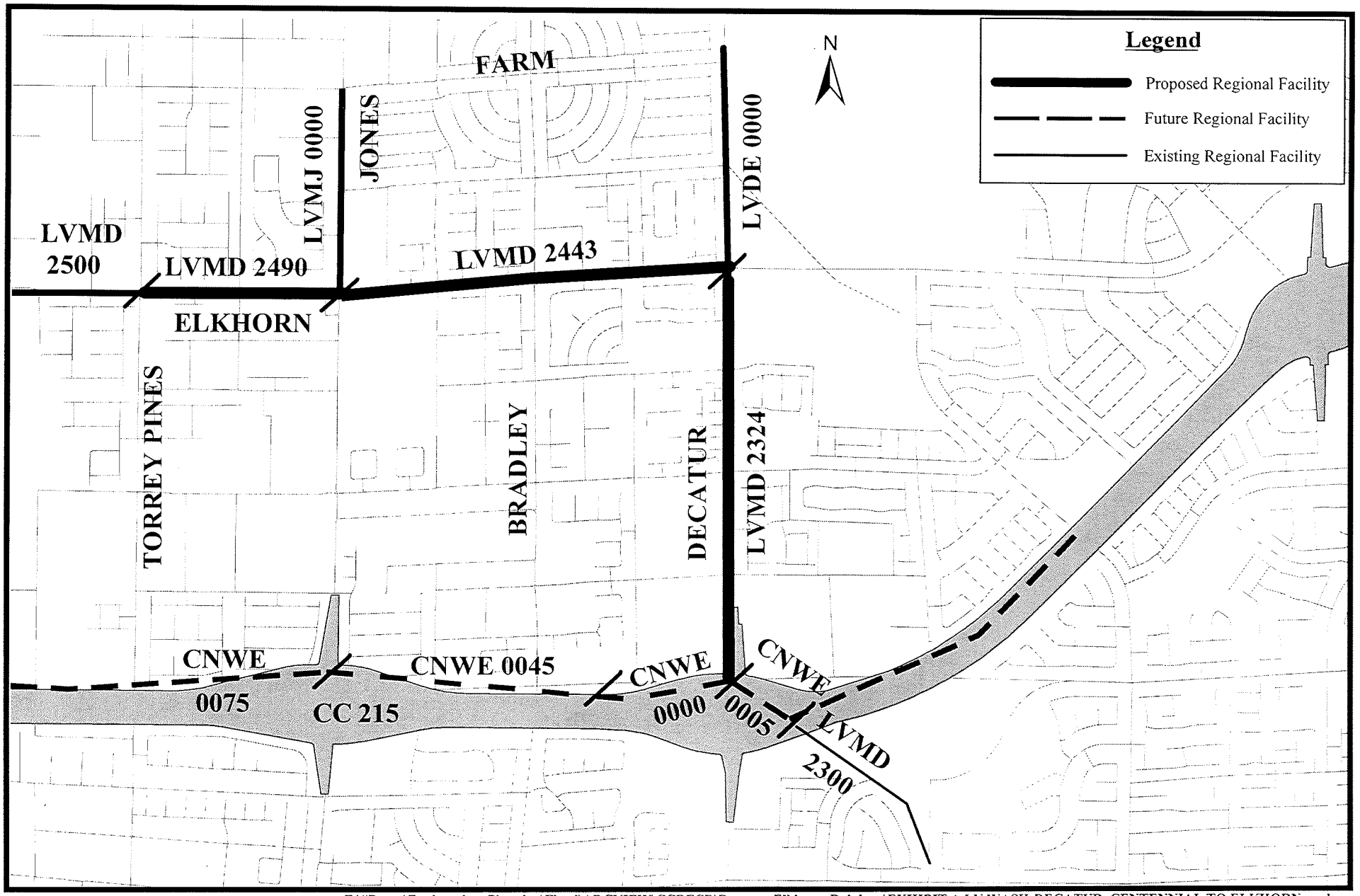

EXHIBIT A
LAS VEGAS WASH - DECATUR BOULEVARD **(LAS 22E06)**
(CENTENNIAL PARKWAY TO FARM ROAD)

LAS22E06

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Reports on the status of the Office of Communications and the Office of the City Clerk - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The mission of the Office of Communications is to provide information about the city to residents, businesses, employees, and visitors through the Public Affairs Office, the Video Services Division, the Art & Design team, and through emergency communications so all can participate in open government and make informed decisions to enhance their quality of life.

The mission of the Office of the City Clerk is to provide council and related meeting support, enterprise records management and election services to elected officials, staff and residents so they can receive the highest standard of accurate, timely and legally compliant information to conduct their City business.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

TIME CERTAIN 3:00 P.M. - Report on the ICMA Comprehensive Study of the Fire & Rescue Department

Fiscal Impact

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

PURPOSE/BACKGROUND:
The city hired the International City/County Management Association, Center for Public Safety Management to complete a comprehensive analysis of Las Vegas Fire & Rescue. The evaluation was focused on identifying opportunities to achieve improved efficiency in the delivery of fire, rescue and medical related services through a long term financially sustainable business model. The evaluation was launched in July of 2012 and recently concluded with the delivery of the final report on December 4th, 2012. To accomplish this analysis, ICMA utilized mapping technologies; reviewed the department's use of data analysis to address assignments and deployment and to make full use of existing resources within the agency; reviewed all phases of the department's operations to determine opportunities for cost savings/avoidance and reviewed all departmental operating policies and procedures including training records, internal investigations, public relations activities, disciplinary actions, etc. The final report contains 23 recommendations of which 8 are priority, 15 are more general in nature and 12 areas were highlighted as presently utilized best practices.

RECOMMENDATION:
Report only; no action required

BACKUP DOCUMENTATION:
ICMA Final Report – Comprehensive Analysis of Las Vegas Fire and Rescue

Final Report

Fire and Emergency Medical Services

Las Vegas, Nevada
November 2012

FIRE/EMS OPERATIONS

CENTER FOR PUBLIC SAFETY MANAGEMENT

Submitted by and reply to:
ICMA Center for Public Safety Management
International City/County Management Association
777 North Capitol Street NE, Suite 500
Washington, DC 20002
PublicSafety@icma.org
202-962-3607
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ICMA

Leaders at the Core of Better Communities

Background

About ICMA

The International City/County Management Association (ICMA) is a 100-year-old, nonprofit professional association of local government administrators and managers, with approximately 9,000 members located in 28 countries.

Since its inception in 1914, ICMA has been dedicated to assisting local governments in providing services to its citizens in an efficient and effective manner. Our work spans all of the activities of local government: parks, libraries, recreation, public works, economic development, code enforcement, brownfields, public safety, and a host of other critical areas.

ICMA advances the knowledge of local government best practices across a wide range of platforms including publications, research, training, and technical assistance. Our work includes both domestic and international activities in partnership with local, state and federal governments as well as private foundations. For example, we are involved in a major library research project funded by the Bill & Melinda Gates Foundation and we are providing community policing training in El Salvador, Mexico, and Panama with funding from the United States Agency for International Development. We have personnel in Afghanistan assisting with building wastewater treatment plants and have teams working with the United States Southern Command (SOUTHCOM) in Central America to conduct assessments and develop training programs for disaster preparedness.

ICMA *Center for Public Safety Management*

The ICMA *Center for Public Safety Management (*ICMA/CPSM*)* is one of four centers within the ICMA's U.S. Programs Division, providing support to local governments in the areas of police, fire, emergency medical services (EMS), emergency management, and homeland security. In addition to providing technical assistance in these areas, we also represent local governments at the federal level and are involved in numerous projects with the U.S. Department of Justice and the U.S. Department of Homeland Security.

ICMA/CPSM is also involved in police and fire chief selection, assisting local governments in identifying these critical managers through original research and the identification of core competencies of police and fire managers and by providing assessment center resources.

Our local government technical assistance includes workload and deployment analysis, using operations research techniques and credentialed experts to identify workload and staffing needs as well as best practices. We have conducted approximately 140 such studies in 90 communities ranging in size from 8,000 population (Boone, Iowa) to 800,000 population (Indianapolis, Indiana).

Thomas Wieczorek is the Director of the Center for Public Safety Management. Leonard Matarese is the Director of Research and Project Development.

Methodology

The ICMA Center for Public Safety Management team follows a standardized approach to conducting analyses of fire, police, and other departments involved in providing services to the public. We have developed this standardized approach by combining the experience sets of dozens of subject matter experts in the areas of police, fire, and EMS. Our collective team has several hundred years of experience leading and managing public safety organizations and conducting research in these areas for cities in and beyond the United States.

The reports generated by the operations and data analysis team are based upon key performance indicators that have been identified in standards and safety regulations and by special interest groups such as the International Association of Fire Chiefs (IAFC), the International Association of Fire Fighters (IAFF), and the Association of Public-Safety Communication Officials International, and through ICMA's Center for Performance Measurement. These performance measures have been developed following decades of research and are applicable in all communities. For that reason, ICMA Public Safety Management reports yield similar reporting formats, but each community's data are analyzed on an individual basis by the ICMA specialists and represent the unique information for that community.

The Center for Public Safety Management team begins most projects by extracting calls for service and raw data from a public safety agency's computer aided dispatch system. The data are sorted and analyzed for comparison with nationally developed performance indicators. These performance indicators (e.g., response times, workload by time, multiple-unit dispatching) are valuable measures of agency performance regardless of departmental size. The findings are shown in tables and graphs organized in a logistical format. Despite the size and complexity of the documents, a consistent approach to structuring the findings allows for simple, clean reporting. The categories for the performance indicators and the overall structure of the data and documents follow a standard format, but the data and recommendations are unique to the organization under scrutiny.

The team conducts an operational review in conjunction with the data analysis. The performance indicators serve as the basis for the operational review. The review process follows a standardized approach comparable to that of national accreditation agencies. Prior to the arrival of an on-site team, agencies are asked to provide the team with key operational documents (policies and procedures, asset lists, etc.). The team visits each jurisdiction on-site to interview agency management and supervisory personnel, rank-and-file officers, and local government staff.

The information collected during the site visits and through data analysis results in a set of observations and recommendations that highlight the strengths, weaknesses, and opportunities of—and threats to—the organizations and operations under review. To generate recommendations, the team reviews operational documents; interviews key stakeholders; observes physical facilities; and reviews relevant literature, statutes and regulations, industry standards, and other information and/or materials specifically included in a project's scope of work.

The standardized approach ensures that the ICMA Center for Public Safety Management measures and observes all of the critical components of an agency, which in turn provides substance to

benchmark against localities with similar profiles. Although agencies may vary in size, priorities, and challenges, there are basic commonalities that enable comparison. The approach also enables the team to identify best practices and innovative approaches.

In general, the standardized approach adopts the principles of the scientific method: We ask questions and request documentation upon project start up; confirm accuracy of information received; deploy operations and data analysis teams to research each unique environment; perform data modeling; share preliminary findings with the jurisdiction; assess inconsistencies reported by client jurisdictions; follow up on areas of concern; and communicate our results in a formal, written report.

ICMA/CPSM Project Contributors

Thomas J. Wieczorek, Director
Leonard A. Matarese, Director of Research and Project Development
Joseph E. Pozzo, Senior Manager, Fire and EMS
Dov N. Chelst, Ph.D., Senior Quantitative Analyst
Gang Wang, Ph.D., Senior Quantitative Analyst
Gerard Hoetmer, Senior Manager
John Brown, Manager
Dan Kleman, Manager
Mark O'Keefe, Manager
Sarita Vasudevan, Quantitative Analyst
Priscila Monachesi Kale, Quantitative Analyst
Lydia Bjornlund, Editor
Dennis Kouba, Editor

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Executive Summary

In July 2012, ICMA was retained by the city of Las Vegas to complete a comprehensive analysis of the city's fire and EMS services. The analysis is designed to provide the city with a thorough and unbiased review of all emergency services provided by the Las Vegas Fire & Rescue Department (hereinafter, the LVFR). This report identifies best practices already in place in the department and offers recommendations and alternatives for how to improve current services both operationally and fiscally. The report also provides a benchmark of the city's existing service delivery performance. Benchmark performance information can be found in the Data Analysis section, which is included as an appendix to this report.

In addition to the analysis topics proposed by ICMA and agreed upon by the city, the city outlined eight key points for which it wanted ICMA to perform further analysis. These are:

1. Analyze cost/benefit and risk as well as efficiencies of 24-hour staffing deployment as compared to other alternatives.

2. Analyze standards of response and deployment.

3. Evaluate call volume and resource allocation.

4. Analyze cost/benefit and risk of altering of providing current Emergency Medical Services (EMS) response and transport.

5. Analyze the agreement provisions of the mutual and automatic aid agreements.

6. Analyze cost/benefit and risk of maintaining insurance rating/accreditation.

7. Assess and recommend appropriate departmental alignment for maximum efficiency of the fire plans check and inspections function.

8. Evaluate the cost/benefit, risk analysis as well as efficiencies, of co-locating and/or integrating 911 fire/EMS communications with police 911 communications.

The project management team conducted site visits from July 31 through August 2, with a follow-up visit on September 5 and 6, to observe fire department and agency-related support operations, interview key fire department and city staff, and review preliminary data and operations. The ICMA team also made follow-up telephone calls, conducted a videoconference to review the initial draft data analysis report with key LVFR staff, and exchanged informational e-mails with LVFR senior staff to affirm collected and reported project information and to elicit further discussion regarding the operational and data analysis.

The ICMA team analyzed performance data and administrative documents provided by the LVFR and examined firsthand the department's operations, which were found to be consistent with industry standards. The ICMA team reviewed all of the LVFR divisions and interviewed senior, midlevel, and operational staff. The fire chief and senior staff were open to the discussions with and fact gathering by the ICMA team and were helpful with providing transparent information that potentially will bring about improvement and result in a more effective and efficient agency.

The information provided by the city of Las Vegas was used in conjunction with raw performance data collected for the analysis. The data helped to measure the existing performance of the fire department and compare its performance to national benchmarks that have been developed by the National Fire Protection Association (NFPA), the Center for Public Safety Excellence (CPSE), the ICMA Center for Performance Measurement, and other national organizations. City staff was provided an electronic shared information folder to upload information for analysis and use by the ICMA project management staff. In addition, LVFR staff created a shared folder for ICMA team members to access documents for review.

The LVFR is an accredited agency through the CPSE and is well equipped with state-of-the-art fire and EMS equipment and apparatus; is staffed and deployed to handle an array of emergencies; has appropriately identified gaps in response coverage; and is planning future fire station locations correctly, basing these locations on projected growth, community development, and contiguous jurisdiction/automatic aid station alignment with Clark County and the city of North Las Vegas. The LVFR EMS transport component responds in conjunction with American Medical Response (AMR), a private EMS transport agency. The LVFR also provides a full fire prevention office that provides fire prevention and plan review functions. The plan review section works in conjunction with the city's building official in the review of construction plans for all matters relating to fire protection. Additionally, the LVFR combines the fire investigation and explosives response team component into one functional area.

While the LVFR has implemented many best practices, ICMA believes there are significant issues with how the city deploys emergency medical services (EMS) through LVFR. These issues include: deploying assets from a static (fixed-base) deployment model that is not aligned with dynamic needs and emerging service demands the city demonstrates through data provided to ICMA; an unrealistic, low patient transport target in a system that has a high transport demand; revenue not being collected by the city due to a low EMS transport workload; potential liability for the city as there is no decision-making protocol when both LVFR and AMR are on the scene at the same time (which occurs frequently) and a transport decision is made by LVFR to allow or that directs the private ambulance service to conduct the transport.

Further, although the department currently deploys for 24 hours a day 21 ambulances (LVFR refers to these as rescues) that are transport-capable and has plans to add additional rescues, it has set a goal to transport a minimum of only three patients per 24-hour shift for each ambulance, leaving the remaining transports and revenue to the private ambulance service. During the analysis period, LVFR made 28 percent of the total transport trips to a hospital (14,577) while the private ambulance service made 72 percent (37,892). As discussed in the body of this report, the LVFR has the capacity, with its current rescue fleet, to comfortably handle additional transports at any time during the day or night. Under the current EMS deployment model, the city is paying a significant cost for this service while realizing only a fraction of the available revenue return.

ICMA has outlined several alternatives regarding EMS transport deployment, ranging from not having the LVFR provide this service to fully engaging EMS transport utilizing current LVFR resources and a high-performance deployment model. Not providing this service could potentially save an estimated $14-$18 million annually. Conversely, by fully engaging the EMS transport

service, the city could realize potential additional estimated revenues of $12-$14 million annually and utilize this revenue as a fee offset to this service.

In reviewing information and discussing operations with department members, the ICMA team always seeks first to understand how the fire department operates and then to identify ways the department can improve efficiency and effectiveness. To this end, the ICMA team has identified where improvement in service deliverables can be made, with a goal of the department becoming more efficient fiscally and operationally.

Twenty-three specific recommendations are listed below. The recommendations are based on best practices derived from the NFPA, the CPSE, ICMA, the U.S. Fire Administration, the International Association of Emergency Managers (IAEM), and the Federal Emergency Management Agency (FEMA), to name a few, as well as the knowledge of ICMA reviewers. Included with each recommendation is the page number identifying where in the report the recommendation is located, which links to the preceding section where findings and support for the recommendation can be found. Priority recommendations, as considered by ICMA, are listed first. Additional recommendations follow these in the order they appear in the report.

The ICMA team also has identified current best practices the LVFR has implemented, which are listed following the recommendations.

Recommendations

The recommendations contained herein may be adopted in whole, in part, or rejected. However, ICMA recommends that specific objectives that are undertaken be assigned to individuals with a reporting/score card process to deliver input to city administration.

Priority Recommendations:

1. ICMA found that the LVFR does not transport all patients it has contact with, and has a goal of each LVFR rescue unit transporting at least three patients per day (24-hour shift). The private ambulance service transports the majority of the patients, although both LVFR and the private ambulance service respond to EMS calls together. ICMA further found that LVFR transports the sickest patients; however, there is no internal procedure or protocol that clearly defines the various levels of a patient's condition from which a transport decision can be made.

   ICMA recommends that in the short-term the department should not have a determined goal for EMS transports by LVFR units, and should develop a decision-tree/protocol for EMS transport when the private ambulance company is on scene with LVFR rescue units, with the focus on efficient patient care and transport. This protocol should specify the maximum length of time a LVFR unit will wait for a private ambulance unit regardless of the patient's condition (page 24).

2. ICMA found that, based on the current LVFR EMS transport model as discussed in recommendation 1, along with the available capacity within the LVFR EMS transport system as discussed in this report, there are two alternatives (page 92 of this report) the city should consider regarding LVFR EMS transport. The city could discontinue the LVFR EMS transport service delivery model. By choosing this alternative, the city can realize substantial personnel and equipment savings (estimated at $14-$18 million) by discontinuing the current deployment of 21 rescue units (126 FTEs, maintenance and replacement costs of frontline and reserve ambulance fleet). Or, LVFR could engage the EMS transport service delivery model fully, with a goal of transporting all patients. If this service delivery model is chosen, substantial additional estimated revenues of $12–$14 million may be realized (dependent on collection rate and number of transports).

   In the short-term as these alternatives are being considered, ICMA recommends: LVFR improve its working relationship with the private ambulance service and establish a global view of the total EMS system with a focus on efficiency and effective delivery of the service, utilizing all available resources from both agencies; the LVFR fire chief, the LVFR medical director, and the American Medical Response (AMR) general manager should meet at least monthly (page 93); the LVFR should work with AMR to implement an interoperability system to include one or more common channels for calls to which the agencies respond together; procedures and guidelines should be established to ensure proper communication between the two agencies regarding the on-scene environment and patient condition (page 101); LVFR should fill the position of quality assurance director as soon as possible, in accordance with Emergency Medical Services & Trauma System Regulations (page 93); LVFR realign the shift EMS field coordinator position as a direct report to the medical director/deputy chief position to assist in carrying out the field program functions of quality management (page 93); the department should create, within the FAO, a communications quality improvement officer position to ensure a continuous process improvement program designed to improve the EMS system and to measure performance against industry benchmarks (page 101).

   In the long-term, should the city and LVFR consider a more active role in EMS transport or fully engage the EMS transport service, ICMA recommends: LVFR should consider the alternative staffing and deployment models presented in this report; utilize as the foundation for decision making available workload and deployment data, unit utilization, demand for service, current response times, station locations and overall response time bleeds from current stations, the ability to sustain department funding, and the opportunity to increase revenue as a means to offset expenses in this division (page 93). As EMS is the largest response component of the LVFR, and as fully engaging the EMS transport business will increase program management, it is recommended that the battalion chief aide positions be repurposed by assigning six (two per shift) as EMS coordinators to provide further support to EMS program responsibilities (links to EMS section and expands this position to three per shift). Current EMS coordinators should be classified as EMS captains, and battalion management teams that pair a battalion chief and an EMS coordinator should be formed in each battalion (page 75).

3. ICMA found that the IAFF nonsupervisory collective bargaining agreement (CBA) restricts management's ability to staff the fire department accordingly with additional personnel to cover scheduled and unscheduled leave. The current CBA restrictively allows for the equivalent of 9 percent of the number assigned unit positions for captain, engineer, firefighter/paramedic, and firefighter assigned to each platoon to be over-hired (available FTEs) and available for backfilling vacant positions. This CBA allows 12 percent of this same workforce to be on scheduled leave each 24-hour shift, plus two personnel for birthday leave, all of which create a staffing imbalance, which is a driver for overtime.

   ICMA recommends that in the short-term, the fire department should maintain at all times the additional staffing to ensure that the maximum 9 percent authorization of relief employees permitted by the CBA is met (page 55).

   In the long-term, the city and the department should continue efforts in future CBAs to balance the percentage of operational staff granted vacation leave against the percentage of staff allowed for over-hire, with a focus on staffing efficiency utilizing FTEs in lieu of overtime to cover scheduled and unscheduled leave. ICMA further recommends the city and department should reserve the right to manage the staffing and affairs of the department with a goal of improving overall efficiencies (pages 24 and 55).

4. ICMA was asked to review the cost/benefit and efficiencies of the 24/7 staffing model. It was found during this review the LVFR has underutilized capacity at certain times of the day, and the greatest percentage of fire calls (74 percent) and EMS calls (82 percent) are handled by one unit. It is therefore recommended that the department should explore demand-based staffing through a combination of 12-hour and 24-hour shifts with a focus on efficiencies in annual personnel costs, fuel and maintenance savings, and maximal effectiveness in the delivery of services (page 55). As LVFR explores any alternative deployment model, it should continue utilizing best practices such as demand, response time gaps, and projected growth in planning new or relocating existing fire stations and deployment resources. Further, the department should include unit hour utilization (UHU) and demand analysis methodologies when planning resource allocation and deployment, as well as workload analysis data from this study (page 24).

5. ICMA found that current agreements for fire and EMS services and the Fire Alarm Office (FAO) have not been updated in many years, or may not exist as discussed here.

   Therefore ICMA recommends the 1977 automatic aid agreement (amended in 1985) among the city of Las Vegas, Clark County, and the city of North Las Vegas should be reviewed and renewed. The following should be included in this agreement (page 24):

   a. The 2011 memorandum of understanding (MOU) establishing the response of specialty teams and resources from LVFR to Clark County should be included in this agreement and extended to the city of North Las Vegas. A provision for the cost of outsourcing LVFR specialty teams and resources should be included.

b. Provision of city fire and EMS services to the unincorporated areas of Clark County that are within the boundaries of the city of Las Vegas (and North Las Vegas, if applicable) should be addressed in the agreement. Remuneration in the form of services or payment should be considered as fees for these extended services.

c. An annual review of calls between contiguous communities should be included. A provision should address an imbalance of calls between communities, and remuneration in the form of services or payment should be considered as payment for these extended services.

ICMA further recommends, as the Interlocal Agreement for Fire Alarm Related Services is twenty years old (1992), that this agreement be reviewed and renewed based on potential system, call demand, technology, and equipment changes over this period and into the future (page 24).

ICMA also found that LVFR does not have existing mutual aid agreements with contiguous states and noncontiguous local jurisdictions. Therefore, ICMA recommends the LVFR develop and implement mutual aid agreements with contiguous states and the cities of Henderson and Boulder City for the sharing of resources in large events, as LVFR specialty resources (e.g. technical rescue and hazardous materials response) may be requested for deployment to these states and cities (page 24).

6. In discussion with staff and review of the fire prevention division, it was found that the administrative section of the department (payroll, human resources) is located in this division. The deputy chief spends, according to discussion between him and ICMA staff, 65-75 percent of his time on detailed human resource issues and is not able to devote the proper time to the remaining components of the division, specifically fire prevention and plans review. ICMA further found that inefficiencies and customer delays can be linked to insufficient staffing and the inability to manage the current workload.

   ICMA recommends in the short-term: the department should move the administration section from the Fire Prevention, Code Administration, Fire Engineering, and Public Education division to the division that houses planning, finance, and logistics support (page 63); as an alternative to this, assign this component of the organization to the assistant chief position that the department is currently seeking to fill (page 63); the customer service representative position that is currently approved for up to 19 hours per week should be reclassified to full-time and located in the Development Services Process Center to handle fire engineering and fire prevention phone calls (page 109); the deputy chief/fire marshal should, if the administration section is shifted to another division, reallocate his time to focus on improving customer service and the division's working relationship with the city's building department and other regulatory units (page 109).

   In the long-term, ICMA recommends: the department should hire a full-time administrative supervisor, proficient in human resource management, to direct the administration section's staff and programs; a senior fire protection engineer should be hired to manage and supervise the plan review section (page 109); a plan review technician should be hired.

This technician would be responsible for "express" reviews that do not require any type of submittal, such as pre-engineered kitchen hood extinguishing systems, and other reviews that could be handled quickly. This would provide significant customer service efficiencies (page 109).

7. ICMA found that both the Insurance Services Office (ISO) and the accreditation processes are important ways to judge the quality of an organization and community, but on balance, the accreditation process is generally more helpful in building a high-performance fire and emergency services organization that potentially delivers premier fire and EMS services.

   ICMA recommends that the LVFR maintain the Center for Public Safety Excellence (CPSE) accreditation to ensure that LVFR sustains the self-assessment process throughout the organization, which stimulates continuous process improvement and increases safety, effectiveness, and efficiency (page 40).

   ICMA further recommends the department should obtain specific data and rationale from property insurance carriers to determine the overall community's financial benefits, if any, in maintaining the current ISO rating. Determine if there will be a significant difference in insurance rates should the department change ratings to a lower number, and then balance this change against any potential change in tax rate to maintain the ISO 1 rating (page 40).

8. The LVFR should review the 10-14 shift schedule currently utilized by the bomb squad/fire investigations unit, with the goal of finding a more efficient schedule that reduces overtime. Current workload, analysis of the times of day that calls are occurring, and the availability of qualified staff should serve as the foundation for this review (page 101).

Recommendations:

9. Continue maintenance and periodic review of current strategic business plan to ensure program activities are maintained within the parameters of the agreed-upon strategic goals and objectives; to ensure program activities remain consistent with the organizational mission and values; and ensure internal and external changes that may affect the ability of the organization to achieve its objectives are considered (page 39).

10. Adopt and carry out the strategic recommendations addressed in the CPSE 2012 Re-Accreditation Report (page 40):

    a. Continually analyze non-fire risks in the planning zones to annually update the standards of cover.

    b. Continue to synchronize the strategic business plan and Performance Plus with CPSE performance indicators and the standards of cover.

    c. Consider adoption of the most recent edition of NFPA 1911: Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus.

11. Incorporate the Category II recommendations addressed in the CPSE 2012 Re-Accreditation Report (page 40):

    a. Further expand identification of the frequency and probability of risks from terrorism attacks, earthquakes, and flash floods.

    b. Conduct a critical task analysis of risks from terrorism attacks, earthquakes, and flash floods.

12. ICMA found that although internal risk management planning is facilitated by the city and supported through the LVFR Manual of Operations, Safety Procedure, the department does not have a separate organizational risk management plan.

    ICMA recommends the LVFR establish a separate Fire Department Risk Management Plan document in compliance with NFPA 1500, Standard on Fire Department Occupational Safety and Health Program, and NFPA 1250, Recommended Emergency Service Organization Risk Management (page 40).

13. ICMA found that compared to other departments and offices in the city, on a percentage basis the fire department was the highest user of sick leave in 2011 at 4.8 percent of total available time (time worked plus time not worked) and third highest in 2012 at 4.3 percent. A closer review of individual fire employee usage of sick leave time revealed that a significant number of fire employees (18 percent), especially those serving in suppression and in communications, used sick leave time on weekends and holidays.

    ICMA recommends the department should work with the local labor union to review the sick leave usage and absences guidelines and procedures with a goal of eliminating excessive sick leave use, and where this impacts overtime, seek ways to reduce this expenditure (page 63).

14. ICMA found that overtime is compounded through a management practice of not filling vacant positions as a potential cost-savings measure, the current CBA over-hire restrictions, and the practice of employees earning overtime while on paid time-off status as pointed out in a 2011 internal overtime analysis report.

    ICMA recommends that city management should further analyze overtime usage, consider recommendations from the Gourley 2011 overtime analysis, and establish a policy that eliminates the potential of combining paid time off with overtime pay (page 63).

15. ICMA found that although there is a departmental officer development program and other available training programs, there is no succession planning document focused on developing the future of the organization.

    ICMA recommends that the LVFR should develop and implement a succession planning process that identifies and develops future organizational leadership (page 63).

16. ICMA found the department captures training hours and records electronically, but this is not done 100 percent of the time. The department is transitioning to a new system for cataloging training records and hours and is currently in the decision-making process with regard to how training records will be tracked.

    ICMA recommends that the LVFR ensure there is a reliable and accurate system for tracking and retrieval of all department-level training and for recording and tracking the status of certification of all staff members (page 63).

17. ICMA noted through a review of budget documents the cost of training may not be reflected in full. The department has a $100+ million budget and nearly 700 personnel, but the training and development budget is only a few thousand dollars: $1,900 for FY2012 and $3,410 for FY2013. As of August 2012, the training and development division had spent $6,571.

    ICMA recommends that proper cost allocation should be utilized to reflect true cost accounting for training. This allocation is currently available from the city's finance office using Oracle, and separating fire and EMS training costs in future budgets would enable more accurate accounting for each component and enable more effective planning (page 63).

18. ICMA found that although the LVFR has a number of activities that routinely occur on each operational shift and in each fire station that include daily and weekly vehicle/equipment maintenance, supply management, administrative details such as incident reports, training, hydrant inspections/testing, community relations, pre-fire planning, and district familiarization, the LVFR does not formally track or report on nonemergency activities in terms of numbers of tasks completed and staff hours. This documentation and reporting of nonemergency productive time is critical in the transparency of local government programs.

    ICMA recommends the LVFR implement a nonemergency documentation program that captures critical nonemergency productivity and report on/review these regularly (monthly and annually) to find opportunities for continued improvement (page 75).

19. ICMA found that in the unincorporated area of Clark County, hydrant repair and replacement of fire hydrants is a responsibility of the Las Vegas Valley Water District. The financial responsibility is also borne by the water utility, not by the Clark County Fire Department. LVFR bears the financial burden for this activity in the city.

    ICMA recommends the city should negotiate the consolidation and the transfer of hydrant repair and replacement for a fee to the Las Vegas Valley Water District (page 100).

20. The Fire Alarm Office (FAO) should undertake a comprehensive review of all of the recommendations in the three-volume report submitted by Fitch & Associates (May 2008). A scorecard of the status of each recommendation should be maintained and reviewed by the department senior management at least annually (page 100).

21. The city of Las Vegas and its two partners in the Fire Alarm Office (the city of North Las Vegas and Clark County) should continue to study the possibility of colocation and possible merger of its emergency communications activity with Las Vegas Metro Police when relocation becomes necessary due to freeway expansion (page101).

22. The LVFR should consider organizationally relocating the bomb squad/fire investigations from the Business and Planning Division to the Special Operations section of the Emergency Services Operations Division, where it can be housed with chemical, biological, radiological, nuclear and explosive (CBRNE), hazardous materials (HAZMAT), and technical rescue for continuity among like operations (page 101).

23. The LVFR should identify someone to be promoted and trained as assistant public education and information officer (PEIO), or should hire an assistant PEIO if there are no suitable internal candidates. This would provide backup in the short term and continuity within the public education and public information program over the longer term (page 109).

Best Practices

As noted, the LVFR has implemented several industry best practices. Listed below are examples of these best practices that cross several LVFR divisions and are focused on improving the organization and providing an effective service to the community. It is important to reinforce these best practices when carrying out the above recommendations and/or making other changes to improve the organization.

1. The LVFR uses best practices such as demand analysis, response time gaps, and projected growth in planning new or relocating existing fire stations. Any recommendation in this report is intended to enhance or make more efficient this best practice.

2. The LVFR currently deploys resources based on internal response time data, community development and growth patterns, the NFPA 1710 standard, building type in a response district, neighborhood density, and other relevant factors. Any recommendation in this report is intended to enhance or make more efficient this best practice.

3. By established procedure (SOP 100.10), each SOP manual is audited twice per year by the staff member responsible for that program area, ensuring that manuals in all program areas are current and that all staff members are familiar with any new SOPs.

4. Accreditation is considered a best practice. The LVFR received reaccreditation from the CPSE in March 2012, which exemplifies the importance the department places on planning, evaluating performance, and continuous quality improvement.

5. The LVFR has incorporated health and safety protocols and policies in accordance with standards promulgated by the NFPA as best practices.

6. Apparatus have the necessary pumping capacity and ladder requirements and meet other NFPA technical standards as a best practice.

7. LVFR utilizes the Candidate Physical Agility Test (CPAT) in the initial hiring process, a best practice.

8. Requisite knowledge, skills, and abilities (KSAs) needed for the recruit firefighter position written testing are validated and confirmed by Fire & Police Selection, Inc. (FPSI)[1], a best practice.

9. The LVFR has a nationally recognized firefighter wellness program, a best practice.

10. The LVFR medical director personally meets face-to-face with every paramedic and EMT four times a year in what is called the EMS Roundtable. This unique face-to face training is a best practice.

11. The LVFR is doing an outstanding job (best practice) actively monitoring and reporting cardiac arrest survival rates to the Cardiac Arrest Registry to Enhance Survival (CARES) at the Centers for Disease Control and Prevention (CDC) and the Department of Emergency Medicine at Emory University School of Medicine.

12. The FAO has implemented a mobile, redundant communications center equipment pack focused on continuous, uninterrupted service. This is a best practice.

[1] Located in Folsom, CA, FPSI has over 15 years of experience in the fire and police recruiting industry, specializing in the development and validation of tests used for selecting firefighters and police officers.

Organizational Analysis

Governance and Administration

The city of Las Vegas operates under a council-manager form of government, as adopted through the city's charter, effective January 1, 1944. Article III, Section 3.030 of the charter establishes the position of the city manager and provides for the duties and responsibilities therein.[2]

Article I, Section 1.130, of the charter divides the city into six wards. Section 1.140 of the same article establishes that there will be a mayor and six council members (one from each of these wards). [3] Pursuant to Title II, Chapter 2.02 of the Code, the elected positions have four-year staggered terms, based on ward number. The city manager is appointed by a majority vote of the city council. The city manager administers all affairs of the city other than exceptions identified in the charter.

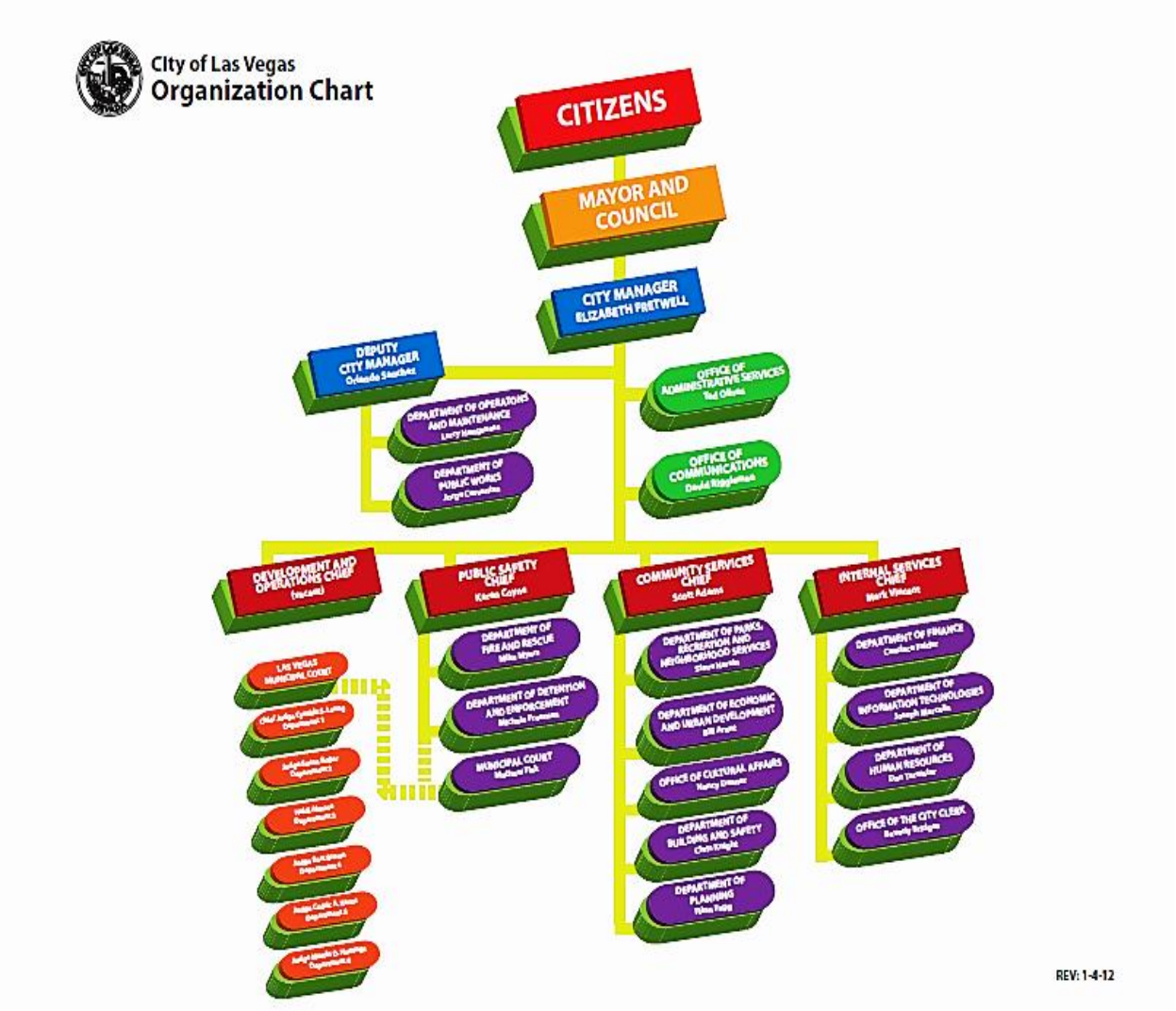
In a council-manager form of government the powers of the elected and appointed officials are segregated for the purpose of providing a fair balance between the political leaders who set the policy for the city, and the apolitical managerial leadership of an appointed official, educated in public management, who carries out this policy and manages the city's day-to-day operations. In this form of government, the effectiveness of the city's executive team should never be undermined as a result of direct staff communication with the political leadership. Thereby, the balance between the political leadership and the managerial leadership is maintained. Figure 1 depicts the organization of the city of Las Vegas and illustrates this balance.

Under the guidance of city council, the city has established eighteen strategic business plans for the functional areas of the Las Vegas city government (including fire and EMS). Utilizing a standardized performance measurement system, these plans are linked to the annual budget process, and through understanding how the citizenry as customers receive services the fiscal process can better identify program funding needs, which in turn provides better results for those utilizing these programs.[4]

In addition, the city has implemented three initiatives—sustainability, diversity, and performance plus—focused on continuous process improvement and enhanced service to the public through city program services. The initiatives are designed to continue developing Las Vegas into a world-class city, and aid the city in providing effective and efficient services.[5]

[2] Code of Ordinances, City of Las Vegas, Nevada.
[3] Code of Ordinances, City of Las Vegas, Nevada.
[4] City of Las Vegas, Strategic Business Plans, Performance Plus—Managing for Results, http://www.lasvegasnevada.gov/information/23041.htm (accessed on October 31, 2012).
[5] City of Las Vegas, Strategic Business Plans, Performance Plus.

FIGURE 1: Las Vegas City Organizational Chart



Overview of the LVFR

The LVFR is a fully CPSE-accredited career fire department serving more than 600,000 permanent residents in 133 square miles of urban and suburban land area. The LVFR deploys fire and EMS services through 664 employees assigned to nineteen fire stations and provides fire administration and supportive agency functions. The ISO Public Protection Classification for the community, which includes LVFR as a major component, is a rating of one, the highest rating a community can receive.

As a whole, the LVFR provides a wide array of public safety service deliverables, including emergency communications, fire suppression, EMS transport, fire prevention and investigation, public education, explosives mitigation, technical rescue and hazardous materials response, and professional staff training and education. Figure 2 depicts the LVFR organizational structure. The LVFR has multiple internal divisions to support the core mission, which is shown in Figure 3.

FIGURE 2: The LVFR Organizational Structure

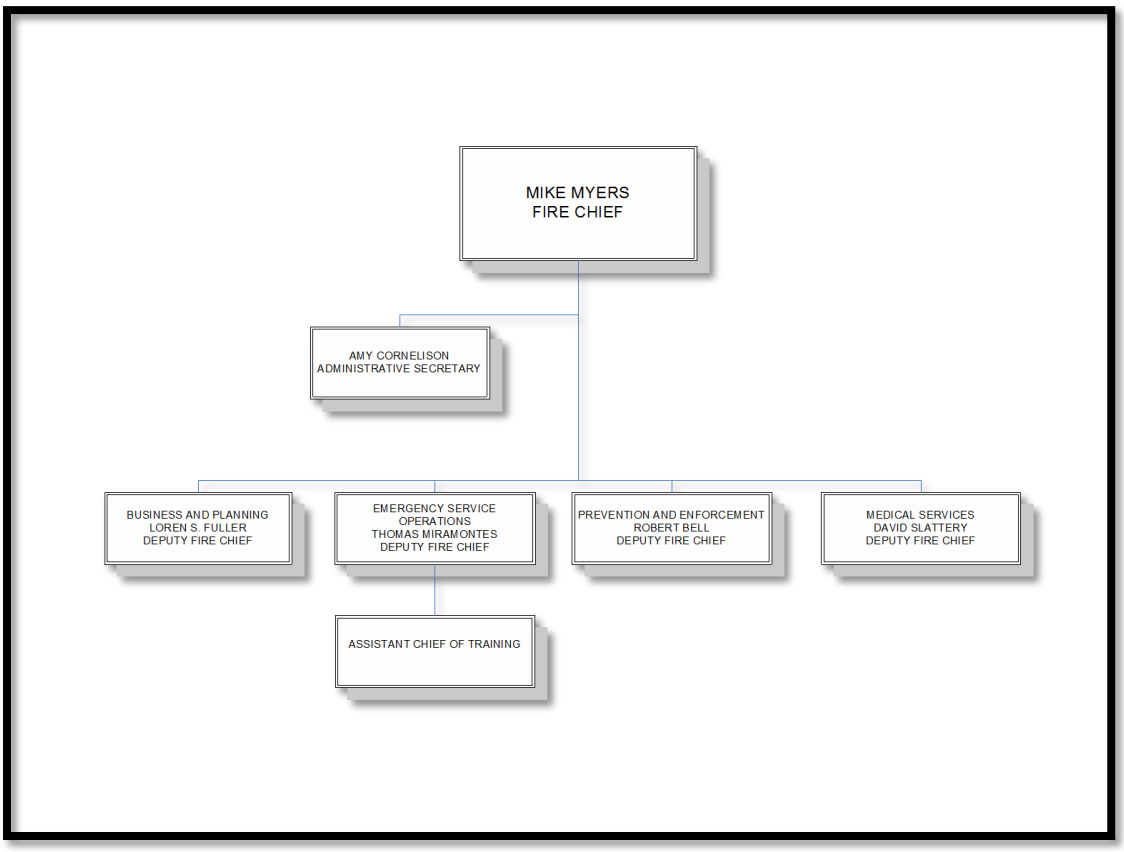


FIGURE 3: The LVFR Mission Statement

LVFR Mission Statement

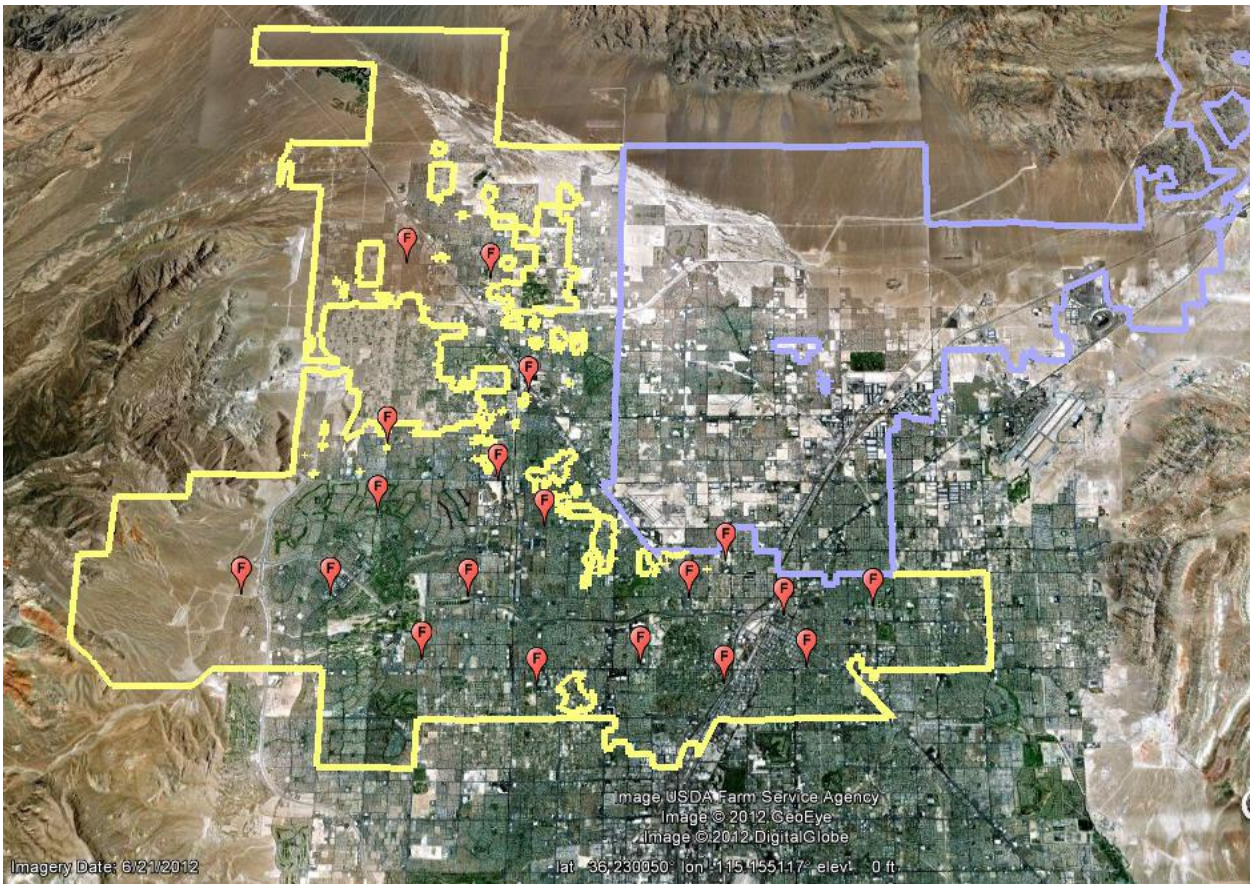
We promote community safety by:
Protecting life
Preventing loss
Providing support and relief to those in need

The LVFR was established through Article II, Section 2.170, of the city charter, which provides that the city council may "regulate and maintain a Fire Department."[6] Title 2, Chapter 2.09.10 of the Code of Ordinances creates the Fire and Rescue Department. To ensure the proper management of the department, Title 2, Chapter 2.20, delineates the duties of the fire chief to include but not be limited to fighting fires, providing emergency rescue services, providing emergency medical services, providing fire prevention services and enforcement, and other duties as may be prescribed by the City Council. To further define ambulance transport delivery in the city, Chapter 2.20.050 (A)(1) sets forth the service level to be provided in regard to ambulance transportation as "ALS level service," as defined by the Code of Federal Regulations (42 CFR 414.605).[7]

Services

Fire and EMS services are handled by 19 engine companies, 6 ladder companies, 21 EMS transport units (rescues), 1 heavy rescue, 1 CBRNE unit, and multiple command and support units. These units are strategically placed throughout and in the city's 19 fire stations. Figure 4 illustrates the location of each of the current fire stations.

FIGURE 4: LVFR Fire Station Locations



[6] Code of Ordinances, City of Las Vegas, Nevada.

[7] Code of Ordinances, City of Las Vegas, Nevada.

The LVFR delivers field operational services through a clearly defined division of labor that includes middle managers (battalion chiefs), first-line operational supervisors (captains), technical specific staff (engineers and medics), and firefighters. The city is divided into three operational battalions each commanded by a battalion chief who is assigned an aide (rank of captain). Additionally, there is one EMS coordinator on duty as the citywide EMS program manager. Within each battalion are individual engine, ladder, heavy rescue/tactical and rescue companies, each of which is supervised by a company-level officer (captain). Staffing for engine, ladder, and heavy rescue/tactical companies is a minimum of four, and staffing for rescue units is a minimum of two, one of which is a paramedic capable of delivering advanced life support (ALS) pre-hospital care. Engine, ladder, and heavy rescue/tactical companies are also staffed with personnel capable of delivering advanced pre-hospital care. In total, it requires a minimum of 150+ operational personnel to provide the required minimum staffing each day.

The operational division is commanded by a deputy fire chief. Operational staff members work a 56-hour work week and are scheduled for 24-hour workdays. The operational schedule rotates on a regular schedule between three platoons (A, B, and C). Through the current collective bargaining agreement (CBA) with IAFF Local 1285, 12 percent of operational positions (captain, engineer, firefighter/paramedic, and firefighter) in the fire suppression division are allowed off each day for earned vacation leave. The CBA also allows off an additional two personnel per shift for observance of a birthday. To backfill these potential vacancies, the department, through the CBA, can only over-hire the equivalent of 9 percent of the number assigned unit positions for captain, engineer, firefighter/paramedic, and firefighter assigned to each platoon.[8] Remaining vacation, subsequent sick leave, and other leave (emergency, union business leave, service-connected injury leave, etc.) must be filled by qualified position-specific replacements utilizing overtime. By standard operating procedure 130.06.01 this shall be rank-for-rank or the current on-duty promotional list. In addition, the CBA stipulates that should one, two, or all three 56-hour battalion chiefs desire leave, they may be granted leave if qualified replacements from within the same classification or promotion-eligible captains from the battalion chief acting list are available. This increases the number of replacement personnel for the day, which generally creates additional overtime.

Administratively the LVFR is led by a fire chief who is responsible for its overall management and leadership. The fire chief is supported by four deputy chiefs, each of whom is responsible for a major division in the organization (as shown in Figure 2). Additionally, there are a number of both civilian and uniform members employed directly to or assigned to support or manage organizational programs, as well as the operations of the agency. Currently, the department is recruiting an assistant fire chief to assist administratively in the management of the organization.

In its review of LVFR, the ICMA team recognized several areas in which the LVFR would benefit from specific additions to the administrative and operational staff. These positions are addressed later in this report in the specific sections where the needs arise.

[8] Collective Bargaining Agreement, Non-Supervisory, between the City of Las Vegas, NV and IAFF Local 1285. June 26, 2011, to June 23, 2012.

Internal Governance

Internal governance for the LVFR is through city policy and regulations, city of Las Vegas civil service rules, department standard operating procedures (SOPs), and three collective bargaining agreements (CBAs)—one for staff (City Employee's Association), one for supervisors, and the other for nonsupervisory personnel. The latter two CBAs are through the International Association of Firefighters (IAFF). The IAFF CBAs expired on June 23, 2012, but they remain in force until negotiations for a new contract are completed. The three CBAs establish, for those covered under each agreement, terms of employee and management rights, wage scales, working hours, health and safety, vacation and other types of leave, and grievance mechanisms to name a few of the agreed upon articles. ICMA found in some articles that management has limited ability to sustain current and future costs and to manage the organization as efficiently as possible.

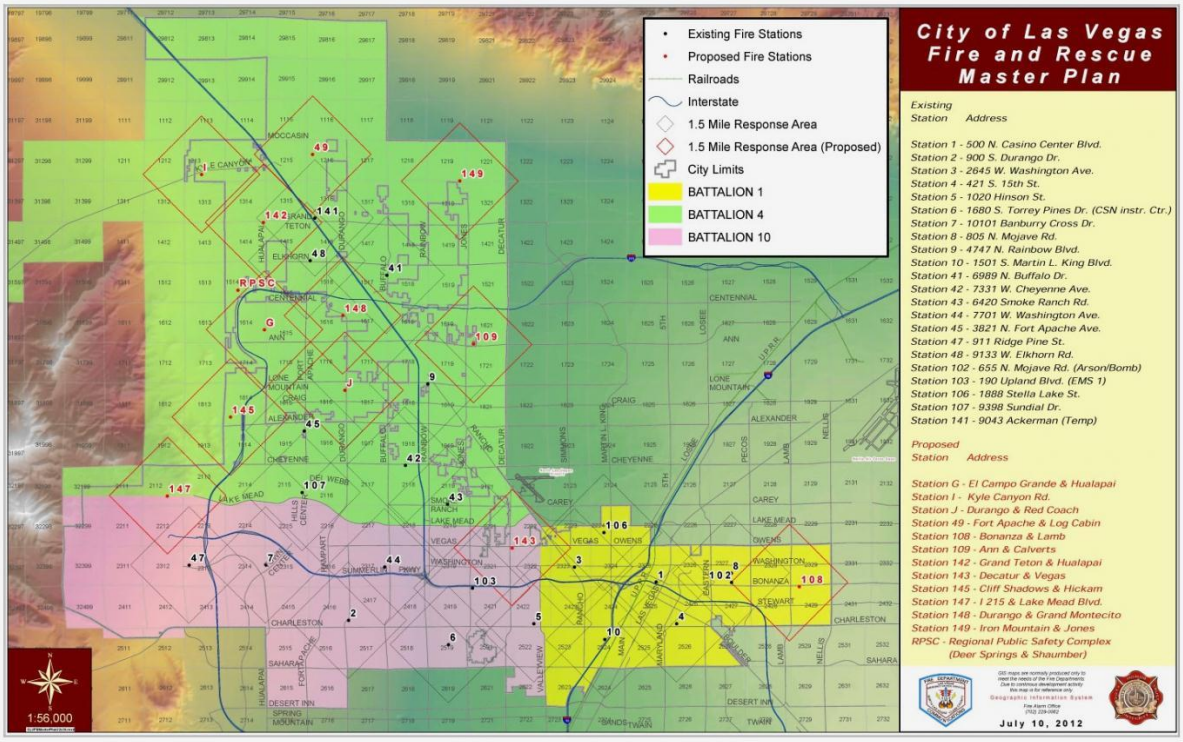
The LVFR SOPs address all areas and programs of the organization to include operational, administrative, and technical processes, methods, and operations. By established procedure (SOP 100.10), each SOP manual is to be audited twice per year by the staff member responsible for that program area in order to keep manuals current in all program areas of the organization and to ensure that all staff members are familiar with any new SOPs. This is a best practice.

Projected Growth

The LVFR opened two new fire stations in 2012 (Station 106 and 107) and is planning several additional fire stations (including Station 108, which is scheduled to open in 2013). These stations have been planned and funded to address call demand and population growth, in accordance with established performance measurements, and as a measure to reduce response time gaps. In addition, as an accredited agency, the LVFR has completed a Standard of Cover, which serves as a master planning document for the deployment of fire and EMS resources. Figure 5 illustrates the master plan developed by LVFR staff for future fire stations. It should be understood that often a community fire master plan changes. These changes are often based on shifting call demand, altered deployment strategies, and changing response conditions—such as a shift in road networking—that develop over the life of the plan.

ICMA response time mapping from current and immediate future stations is illustrated and discussed later in this report, and allows for further conclusions when utilizing response time as a benchmark against which to measure station location. As discussed, the LVFR utilizes risk analysis and demand (current demand and future growth) when planning fire station location. Additionally, ICMA discusses further in this report alternative deployment methods, particularly with regard to emergency medical services, which may change future station location and deployment strategies. This may impact planned future station locations as illustrated in Figure 5.

FIGURE 5: LVFR Fire Station Plan



System Integration

The LVFR participates in several fundamental mutual and automatic aid arrangements, some supported through formal agreement. Through these arrangements and agreements, the LVFR receives aid either automatically as set up by response run cards or through a specific request for service from a neighboring jurisdiction. The LVFR also delivers resources automatically to contiguous jurisdictions or through special request for aid. In addition, the city of Las Vegas has a franchise agreement with a private ambulance service to provide emergency and nonemergency ambulance (interfacility transfer) services within the incorporated limits of the city.[9]

Contiguous Jurisdictions

The LVFR currently has a combined automatic aid agreement with Clark County and the city of North Las Vegas. This agreement includes the provision to allow the closest unit, regardless of jurisdiction, to respond with fire suppression and rescue units to an emergency within the established running area of these units.[10] The current agreement has been in place since 1977 and was amended in 1985. LVFR staff is currently updating this agreement.

In addition to this automatic aid agreement, the city of Las Vegas and Clark County implemented a memorandum of understanding (MOU) in 2011 for the automatic dispatch of LVFR heavy rescue,

[9] Franchise Agreement for Ambulance Services, April 2009.

[10] Automatic Aid Agreement for Fire Protection and Rescue Services, 1977, Amended 1985.

technical rescue, and hazardous materials resources to Clark County on specific identified incidents, and when otherwise requested. Table 1 depicts mutual and automatic aid delivered by the LVFR *to* other jurisdictions; Table 2 depicts this aid delivered *from* other agencies to the LVFR.

TABLE 1: Workload Analysis of Automatic Aid Calls to which LVFR Responded

	Clark County			North Las Vegas			Other		
Call Type	Number of Calls	Number of Runs	Annual Busy Hours	Number of Calls	Number of Runs	Annual Busy Hours	Number of Calls	Number of Runs	Annual Busy Hours
Cardiac and stroke	657	790	399	244	299	109	4	6	2
Seizure/unconsciousness	432	464	213	236	309	102	1	1	0
Difficulty breathing	474	510	234	188	232	77	0	0	0
Overdose and psychiatric	518	543	217	134	145	51	1	2	0
MVA	958	1,413	510	242	384	137	9	15	7
Fall and injury	959	1,053	427	406	480	140	4	6	5
Illness and other	1,450	1,568	620	427	492	150	3	3	1
EMS Total	**5,448**	**6,341**	**2,621**	**1,877**	**2,341**	**766**	**22**	**33**	**15**
Structure fire	751	1,676	610	242	734	221	3	4	2
Outside fire	159	210	52	68	102	30	0	0	0
Hazard	201	463	320	75	155	61	8	24	50
Alarm	132	137	25	50	50	10	0	0	0
Public service	280	311	100	58	111	28	1	1	2
Investigation	91	125	53	19	21	3	0	0	0
Fire Total	**1,614**	**2,922**	**1,161**	**512**	**1,173**	**353**	**12**	**29**	**54**
Total	**7,062**	**9,263**	**3,782**	**2,389**	**3,514**	**1,119**	**34**	**62**	**68**

TABLE 2: Workload Analysis of Automatic Aid Calls for Contiguous Jurisdictions Responding into Las Vegas

	Clark County			North Las Vegas			Other		
Call Type	Number of Calls	Number of Runs	Annual Busy Hours	Number of Calls	Number of Runs	Annual Busy Hours	Number of Calls	Number of Runs	Annual Busy Hours
Cardiac and stroke	1,049	1,276	449	421	508	207	0	0	0
Seizure/unconsciousness	690	749	248	277	315	124	2	6	3
Difficulty breathing	776	820	287	315	351	134	2	5	5
Overdose and psychiatric	665	720	229	286	300	100	1	1	0
MVA	865	1,069	263	196	260	96	5	13	8
Fall and injury	1,476	1,620	513	604	659	241	28	68	53
Illness and other	2,340	2,532	775	891	949	324	3	6	3
EMS Total	**7,861**	**8,786**	**2,765**	**2,990**	**3,342**	**1,225**	**41**	**99**	**72**
Structure fire	328	914	324	295	473	190	6	6	3
Outside fire	214	257	67	75	81	27	4	6	8
Hazard	91	196	39	49	81	24	0	0	0
Alarm	90	103	25	36	42	9	0	0	0
Public service	120	123	24	85	89	23	1	1	7
Investigation	286	316	86	114	116	37	1	1	0
Fire Total	**1,129**	**1,909**	**565**	**654**	**882**	**311**	**12**	**14**	**19**
Total	**8,990**	**10,695**	**3,330**	**3,644**	**4,224**	**1,536**	**53**	**113**	**91**

As illustrated in Tables 1 and 2:

- LVFR units responded to 7,062 calls and spent 3,782 hours on calls in Clark County.
- LVFR units responded to 2,389 calls and spent 1,119 hours on calls in North Las Vegas.
- LVFR units responded to 34 calls and spent 68 hours on mutual aid calls outside Clark County and North Las Vegas.
- Clark County fire department units responded to 8,990 calls and spent 3,330 hours on calls in Las Vegas.
- North Las Vegas fire department units responded to 3,644 calls and spent 1,536 hours on calls in Las Vegas.
- For comparison, LVFR gave aid to contiguous jurisdictions 9,451 times and received aid from contiguous jurisdictions 12,634 times, or 3,183 more times than LVFR gave.

An additional interlocal agreement exists between Clark County, North Las Vegas, and the city of Las Vegas to centralize the receiving and dispatching of fire suppression and rescue units to incidents originating within the jurisdictional boundaries of the parties.[11] The operation of emergency communications for this agreement is located within the city of Las Vegas and the LVFR Fire Alarm Office (FAO). This agreement establishes governance of the center and system, funding and budget, approval systems for administrative and operational matters, the communications system, and personnel rights. The agreement was established in 1992 and remains current; however, it is twenty years old. As service demand and both current and future costs potentially will change, this agreement should be reviewed and renewed.

Southern Clark County Jurisdictions

LVFR had mutual aid agreements with the cities of Henderson and Boulder City; however, these agreements have expired. According to staff, the LVFR will provide, if requested and in the spirit of assisting another community in need, fire and rescue resources to these communities in a large event, as well as specialty teams such as hazardous materials and technical rescue. Because certain liabilities remain with this arrangement, it should be formalized through a mutual aid agreement.

Private EMS Service

The LVFR integrates within the city's EMS system with a private ambulance company to deliver emergency and nonemergency pre-hospital care to citizens and visitors of Las Vegas. LVFR integrates all operational components of the agency (engines, trucks, rescues, and squads) into EMS calls for service. Individual response resources are determined by call type through assessment in the FAO and then are matched with private ambulance service resources. Many times, both a LVFR rescue and a private ambulance company unit arrive on the scene either simultaneously or shortly

[11] Interlocal Agreement for Fire Alarm Related Services, 1992.

after one another. In these instances, each delivers some level of care and/or is available to assist in the delivery of care to a patient.

LVFR rescues participate in EMS transport and provide a portion of the available transports that occur in the city. Currently, LVFR has no procedure or written decision tree to determine which organization (the LVFR or private ambulance service) will transport a patient. During discussions with staff, the ICMA team asked how the transport decision is made when an LVFR rescue is on the scene with a private ambulance and was told that LVFR takes the "sickest" patients always. Review of procedures or protocols does not clearly define the various levels of a patient's condition from which this decision can be made. Furthermore, ICMA was advised that it is a "goal" of each LVFR rescue to make at least three patient transports per day (i.e. per 24-hour shift). In review of a 2011 LVFR EMS Workload Progress Report, LVFR "requests" that each rescue transport three patients per day. The transport of three patients a day can occur during one, two, or three trips (one ambulance transport to the hospital with three patients, one transport with two patients and one with one patient, or three transports with one patient each time). Table 3 depicts the number of calls where a transport occurred for each agency during the data analysis period. As can be seen from this table's data, LVFR made 14,577 transport trips to a hospital. A more focused review of LVFR EMS is included later in this report.

TABLE 3: Number of Calls Where a Transport Occurred

Call Type	Number of Calls		
	LVFR	AMR	Combined
Cardiac and stroke	2,614	5,674	8,270
Seizure and unconsciousness	1,440	3,747	5,181
Difficulty breathing	1,500	4,327	5,817
Overdose and psychiatric	1,118	4,843	5,945
MVA	2,068	118	2,113
Fall and injury	2,186	7,026	9,181
Illness and other	3,369	12,157	15,506
EMS Total	**14,295**	**37,892**	**52,013**
Daily Average	**39.1**	**103.5**	**142.1**

Analysis of LVFR Agreement Provisions for Mutual/Automatic Aid

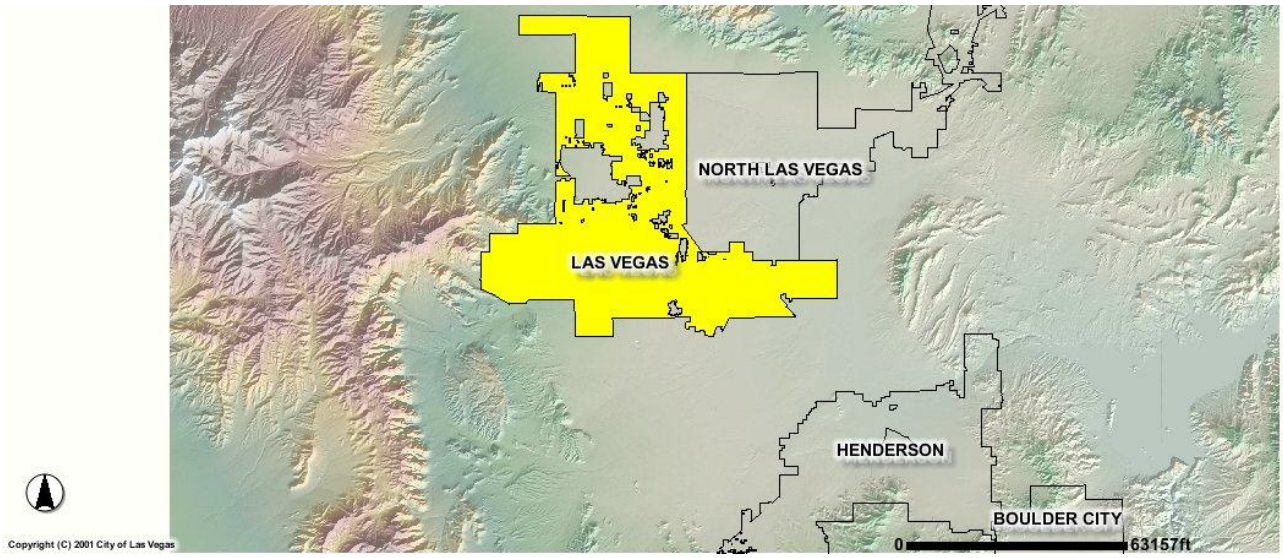
- The 1992 Interlocal Agreement for Fire Alarm Related Services should be reviewed and renewed. Particular attention should be focused on costs, cost sharing, investments such as equipment and technology, and future location and relocation costs of the center should this occur.

- Mutual aid agreements should be constructed with contiguous states and the cities of Henderson and Boulder City for the sharing of resources in large events, as LVFR specialty resources such as technical rescue and hazardous materials may be requested to deploy to these cities.

While LVFR has a seamless automatic aid arrangement with both Clark County and the city of North Las Vegas, and provides extended services when requested to noncontiguous communities, there are a number of items that require review and action:

- The 1977 (with 1985 amendments) automatic aid agreement between the city of Las Vegas, Clark County, and the city of North Las Vegas should be reviewed and renewed.
    - The MOU establishing the response of specialty teams and resources from LVFR into Clark County should be included in this agreement and extended to the city of North Las Vegas. A provision for cost of outsourcing Las Vegas specialty teams and resources should be considered and included. This could be in exchange for imbalance of aid (if this is occurs) these contiguous communities may offer to LVFR.
    - The response of municipal fire and EMS services into the unincorporated areas of Clark County that are in the city of Las Vegas (and North Las Vegas if applicable) should be addressed in the agreement. Remuneration in the form of services or payment should be considered for these extended services. Figure 6 illustrates this issue (gray areas inside yellow area) in the city of Las Vegas.

FIGURE 6: Unincorporated Areas within the City of Las Vegas Municipal Boundaries



- An annual review of calls between contiguous communities should be undertaken. A provision to address an imbalance of calls between communities should be included, and remuneration in the form of services or payment should be considered as payment for these extended services. The imbalance should be decided (by number or percentage of imbalance) and included in the agreement.
    - During the data analysis period (7/1/11–6/30/12) LVFR received aid from neighboring agencies more often than it provided aid to these agencies. (See Tables 1 and 2 for comparison.)

- Automatic aid data for the period from July 5, 2012 to September 6, 2012, are included in Table 4. For comparison purposes, data from the same period one year earlier is provided in Table 5. As shown by these data, during the 2012 period, the city of North Las Vegas (NLV) has made reductions in deployable resources, which has increased the aid LVFR is providing to North Las Vegas. These reductions vary from day to day and, according to LVFR staff, North Las Vegas maintains staffing for an initial first alarm structural fire assignment (four engines, one truck, and one command officer). Increasing responses into another community does impact the home jurisdiction, as time spent in another community creates a domino effect in the home jurisdiction. Border units that are increasingly tied up in another community leave their response district under-resourced, increasing response times of responding units from other response districts. This situation should be addressed in any automatic aid agreement revisions.

TABLE 4: Automatic Aid, 2012

7/5/2012–9/6/2012	Las Vegas Gave Aid	Clark County Gave Aid	North Las Vegas Gave Aid
	EMS Units/**Incidents**	EMS Units/**Incidents**	EMS Units/**Incidents**
Las Vegas	----------	1,320/**1,177**	305/**295**
Clark County	809/**710**	----------	197/**181**
North Las Vegas	767/**651**	227/**208**	----------
	Fire/Other Units/**Incidents**	Fire/Other Units/**Incidents**	Fire/Other Units/**Incidents**
Las Vegas	----------	365/**192**	114/**90**
Clark County	435/**237**	----------	90/**55**
North Las Vegas	260/**101**	56/**42**	----------

TABLE 5: Automatic Aid, 2011

7/5/2011–9/6/2011	Las Vegas Gave Aid	Clark County Gave Aid	North Las Vegas Gave Aid
	EMS Units/**Incidents**	EMS Units/**Incidents**	EMS Units/**Incidents**
Las Vegas	----------	1,265/**1,147**	527/**488**
Clark County	883/**791**	----------	223/**190**
North Las Vegas	376/**303**	171/**143**	----------
	Fire/Other Units/**Incidents**	Fire/Other Units/**Incidents**	Fire/Other Units/**Incidents**
Las Vegas	----------	235/**163**	165/113
Clark County	422/**214**	----------	125/70
North Las Vegas	228/**89**	49/**38**	----------

Recommendations:

- Balance the percentage of operational staff granted vacation leave against the percentage of staff allowed for over-hire with a focus on staffing efficiency utilizing FTEs in lieu of overtime.

- Review collective bargaining agreements to ensure that management has the ability to effectively and efficiently manage the affairs of the organization.

- Continue utilizing best practices such as demand, response time gaps, and projected growth in planning new or relocating existing fire stations and deployment resources. Include unit hour utilization (UHU) and demand analysis methodologies when planning resource allocation and deployment, as well as workload analysis data from this study.

- Develop a decision tree/protocol for EMS transport when the private ambulance company is on scene with LVFR rescue units, with the focus on efficient patient care and transport. This protocol should specify the maximum length of time a LVFR unit will wait for a private ambulance unit regardless of the patient's condition.

- The department should **not** place a limit on or a goal for EMS transports by LVFR units.

- ICMA has found that the Interlocal Agreement for Fire Alarm Related Services is twenty years old (1992). Based on potential system, demand, technology, and equipment changes over this period and into the future, this agreement should be reviewed and renewed.

- Develop and implement mutual aid agreements with contiguous states and the cities of Henderson and Boulder City for the sharing of resources in large events, as LVFR specialty resources (e.g. technical rescue and hazardous materials response) may be requested for deployment to these states and cities.

- The 1977 automatic aid agreement (amended in 1985) among the city of Las Vegas, Clark County, and the city of North Las Vegas should be reviewed and renewed. The following should be included in this agreement:

    - The 2011 memorandum of understanding (MOU) establishing the response of specialty teams and resources from LVFR to Clark County should be included in this agreement and extended to the city of North Las Vegas. A provision for the cost of outsourcing LVFR specialty teams and resources should be included.

    - Provision of municipal fire and EMS services to the unincorporated areas of Clark County that are within the boundaries of the city of Las Vegas (and North Las Vegas if applicable) should be addressed in the agreement. Remuneration in the form of services or payment should be considered as fees for these extended services.

    - An annual review of calls between contiguous communities should be included. A provision should address an imbalance of calls between two communities, and

remuneration in the form of services or payment should be considered as payment for these extended services.

Organizational Planning and Benchmarking

The LVFR was reaccredited by the Center for Public Safety Excellence (CPSE) in March 2012, which exemplifies the importance the department places on planning, evaluating performance, and continuous quality improvement. Accreditation is considered a best practice.

In conjunction with the CPSE accreditation, the city of Las Vegas is rated by the Insurance Services Office (ISO) as a Class 1 public fire protection jurisdiction (ISO is discussed in more detail later in this report). The Fire Suppression Rating Schedule (FSRS) includes three major sections: fire alarm and communication, fire department, and water system. The fire alarm section includes the means for the public to report a fire, how the fire department receives the alarm of fire, and how firefighters and companies are alerted and dispatched to the fire. The fire department section considers apparatus, equipment, staffing, automatic and mutual aid, and pre-fire planning and training. The interrelationship of engines, trucks, rescues, and other companies is also considered. The water system section considers the supply works; main capacity to deliver fire flow; distribution of hydrants, hydrant size, type and installation; hydrant inspection and condition; and alternative water supplies.[12] As LVFR maintains two of the three components (fire alarm and communication, and fire suppression) in the FSRS, and has made a corporate decision to maintain the ISO 1 classification for the community, extensive planning efforts are undertaken to maintain certain ISO requirements. In addition, the LVFR works with the Las Vegas Valley Water District in the planning and improvement of its ISO component.

The LVFR's administration, operations, support, and fire prevention efforts are driven by a strong commitment to planning. The direction and example start at the highest levels of city government through the council's continuous process improvement initiative, which provides the LVFR with the vision and basic template to improve the organization. Discussions with senior management illustrate that they understand that planning is a process, not a product. Planning tools are used in such a manner that everyone in the organization can easily understand, and the tools contain benchmarks for success and facilitate action-oriented steps to achieve benchmarks. The senior staff meets regularly to discuss the department's progress and to strategize across divisions to ensure overall departmental success. This management style is carried down through the divisions to the frontline employees. Planning efforts are conducted throughout the organization and are inclusive of senior staff, middle management, first-line supervisors, and IAFF Local 1285.

Strategic Planning

Strategic planning is a disciplined effort with a goal of producing fundamental decisions and actions that shape and guide what an organization is, what it does, and why it does it.[13] This process helps to ensure that an adequate and appropriate level of resources, including staffing and equipment,

[12] ISO Public Protection Classification (PPC™) Program.

[13] John M. Bryson, *Creating and Implementing Your Strategic Plan: A Workbook for Public and Nonprofit Organizations,* 2nd edition, (New York: Jossey-Bass, 2004), 3.

are allocated to meet the community's needs for the services delivered by the fire department as efficiently as possible.

Defining clear goals and objectives for any organization establishes the structure that ensures success or failure. Each program area must (1) define its goals; (2) translate the goals into measurable indicators of goal achievement; (3) collect data on the indicators for those who have utilized the program; and (4) compare the data on program participants and controls in terms of goal criteria.[14] Objectives should be SMART: **s**pecific, **m**easurable, **a**mbitious/**a**ttainable, **r**ealistic, and **t**ime-bound. This statement is an example: "To increase the number of working smoke detectors in homes by 5 percent within the next fiscal year." Goals and some stated objectives within the LVFR's annual reports are not time-bound and in some cases, are loosely defined. As noted below, the LVFR has an identifiable, comprehensive strategic plan.

In 2007, the city management team under the guidance of the city council launched a new performance management initiative in an effort to increase transparency and accountability in the way the city of Las Vegas conducts business. The initiative, "Performance Plus: Managing for Results," is a standardized performance management system that is linked to the city's budgeting process. Each year, departments update strategic business plans that are organized by program. Each program measures the benefit that customers experience as a consequence of receiving the program's services. Collecting and evaluating performance measures in strategic business plans play a significant role in each department's decision making by illuminating how well targets are achieved. The end result is that the city improves program efficiency and effectiveness, which in turn, provides better results for citizens.[15]

In the fire department the Performance Plus initiative is executed by the LVFR Strategic Business Plan, which is a living document. The city's vision and mission and the department's mission and accreditation process provide the overarching guidance on how the department plans, operates, and evaluates effectiveness. Significant challenges are identified through the following issue statements and reflect areas that potentially impact service deliverables:

> **Issue 1:** The continued economic challenges are increasing the barriers to constructing, equipping, staffing, operating, and maintaining fire stations, which, if not addressed, will make it difficult to achieve performance expectations necessary to maintain Commission on Fire Accreditation International (CFAI) accredited agency status and Insurance Services Office (ISO) Class 1 rating for the City of Las Vegas.
>
> **Issue 2:** The continued need for aggressive public fire and life safety education for high-risk populations, if not addressed, will result in a lack of awareness regarding fire safety in homes and businesses.

[14] Grover Starling, *Managing the Public Sector* (Boston, MA: Wadsworth, 2001), 287.

[15] City of Las Vegas, Strategic Business Plans, http://www.lasvegasnevada.gov/information/23041.htm (accessed on October 31, 2012).

Issue 3: A depleted workforce caused by separations and compounded by decreased budgets, continued vacancies, and increased funding liabilities, which, if not addressed, will decrease effectiveness, productivity, and efficiency.

Each line of business—administrative services, emergency services, support services, and fire prevention—has clearly defined purpose statements, program services, and measures as indicated in the following strategic results.

Strategic Result 1: Our commitment to the city of Las Vegas is that fire and medical personnel will respond quickly and safely to emergencies. By 2016, this will be evidenced by:

- 80 percent of structure fires within the city will be confined to the room of origin.
- Call processing time by the Combined Communication Center personnel will be reduced:
  - 90 percent of high-risk life threatening medical calls in populated areas of the city will be processed in 1:00 or less.
  - 90 percent of high-risk structure fire calls in populated areas will be processed in 1:30 or less.
- Out-of-station time will be reduced:
  - 96 percent of dispatched call alerts will be received by fire stations within 10 seconds or less
  - 90 percent of the time, emergency responders will go en route to high-risk, life-threatening medical incidents populated areas within 1:00 or less.
  - 90 percent of the time, emergency responders will go en route to high-risk structure fire incidents in populated areas of the city within 1:20 or less.
- Travel time will be reduced:
  - 90 percent of the time, emergency personnel will arrive on scene to high-risk life-threatening medical and structure fire incidents in populated areas of the city within 5:12 or less after going en-route.

Strategic Result 2: By 2016, the LVFR will manage facilities and assets needed to maintain emergency service standards, as evidenced by:

- 90 percent of all public fire hydrants in the city of Las Vegas will have a fire engine located within 1.5 miles.
- 90 percent of all public fire hydrants in the city of Las Vegas will have a truck company located within 2.5 miles.

Strategic Result 3: By 2016, the LVFR will manage public relation commitments, training, and the number of units available for response as evidenced by:

- 33 percent of mandated Emergency Medical Services training hours will be provided exclusively on-line.
- 90 percent of patient wait time transfers in the emergency room will occur within 30 minutes.

Strategic Result 4: By 2016, the city of Las Vegas will be safer from life and property loss, as evidenced by:

- 3 percent of single family homes in the city will have built-in residential fire sprinkler systems.
- 10 percent of city neighborhood associations will be provided fire and life safety education events.
- 100 percent of all inspectable Hazard Group occupancies in the city will have received a site visit conducted by fire prevention personnel.[16]

The July 1, 2012 Strategic Business Plan report shows that the department is largely successful in attaining and maintaining established goals. Noteworthy results include:

- 90 percent of fire and life safety plan reviews provided within ten business days.[17]
- 90 percent of Building Department plan reviews provided within five business days.
- 80 percent of confirmed residential structure fires within populated areas of the city confined to room of origin.
- 90 percent of high-risk structure fire responses within populated areas of the city for which emergency responders were en route within 1:45 or less.
- 90 percent of high-risk structure fire responses within populated areas of the city for which the first unit arrived on scene within 5:36 or less after going en route.
- 30 percent of cardiac arrest patients survived to hospital discharge[18].
- 90 percent of high-risk, life-threatening medical responses within populated areas of the city for which emergency responders were en route within 2:35 or less.

[16] FY 2013 Las Vegas Fire & Rescue Strategic Business Plan.

[17] Based on ICMA interviews with fire prevention personnel, only 25 percent of plan reviews are completed within 10 business days.

[18] Cardiac etiology arrests which were witnessed by a bystander and found in a shockable rhythm

- 90 percent of high-risk, life-threatening medical responses within populated areas of the city for which the first unit arrived on scene within 6:26 or less after going en route.
- 90 percent of high-risk, life-threatening medical calls in populated areas of the city were processed within 1:58 or less.
- 90 percent of high-risk, life-threatening medical calls handled by the Combined Communication Center were processed within 1:59 or less.
- 90 percent of high-risk structure fire calls in populated areas of the city were processed in 2:20 or less.
- 90 percent of high-risk structure fire calls handled by the Combined Communication Center were processed in 2:20 or less.

The metrics above are indicative of a high performing organization that is continually seeking to improve and takes pride in its ability to provide fast and efficient service to the public. The department's success in meeting expectations is tied to integrated processes for its strategic plan, capital improvement plan, and the Performance Plus system.[19]

Community Risk Analysis

As a best practice, a fire department should conduct a needs assessment and community risk analysis within its community for use in the comprehensive strategic planning process. This assessment process can help the local government and fire department determine the necessary resources and assets needed to accomplish the department's core mission functions and helps the department in its planning process, including identifying nontraditional methods for the proper deployment of resources.

Deciding how many emergency response resources to deploy, and where, is not an exact science. The final decision on a deployment model is based on a combination of risk analysis, professional judgment, demand for services, an appropriate service delivery model, and the city's ability to sustain current and future public safety risk based on available revenues. It is important to note that deploying more resources or deploying resources within a geographically smaller area to reduce response times will not always guarantee that loss will be less, especially in the short term. In any case, matching available revenues to expenditures and the proper deployment model for the identified risk generally is the greatest driver for deploying fire and EMS resources.

Community risk and vulnerability assessments are essential elements of a fire department's planning process. According to an NFPA paper on assessing community vulnerability, fire department operational performance is a function of three considerations: resource

[19] Commission on Fire Accreditation International, *Fire and Emergency Services Self-Assessment Manual, Las Vegas Fire & Rescue* (December 2011).

availability/reliability, department capability, and operational effectiveness.[20] These elements can be further defined as:

- **Resource availability/reliability:** The degree to which the resources are ready and available to respond.
- **Department capability:** The ability of the resources deployed to manage an incident.
- **Operational effectiveness:** The product of availability and capability. It is the outcome achieved by the deployed resources or a measure of the ability to match resources deployed to the risk level to which they are responding.[21]

The community risk and vulnerability assessment evaluates the community as a whole and, with regard to property, measures all property and the risk associated with that property and then segregates the property as either a high, medium, or low hazard. The NFPA *Fire Protection Handbook* categorizes hazards as:

- **High-hazard occupancies:** Schools, hospitals, nursing homes, explosive plants, refineries, high-rise buildings, and other high life-hazard or large fire-potential occupancies.
- **Medium-hazard occupancies:** Apartments, offices, and mercantile and industrial occupancies not normally requiring extensive rescue by firefighting forces.
- **Low-hazard occupancies:** One-, two-, or three-family dwellings and scattered small business and industrial occupancies. [22]

Linking a fire department's operational performance to the community risk and vulnerability assessment further assists fire personnel in the planning process by increasing their understanding of the community risk with regard to property and life-hazard potential, which drives improvement of overall operational effectiveness. Plotting the rated properties on a map can help planners better understand how current and future fire station locations and resource capabilities relate to specific risks and vulnerabilities, and identify potential gaps. In combination with response times, run cards, and resource deployments, the analysis can help the department to shift resources from areas at less risk, to concentrate more resources where there is a greater likelihood of incidents and to prepare for worst-case scenarios.[23] The community risk assessment may also include determining and defining the differences in risk between a detached single-family dwelling, a multifamily dwelling, an industrial building, and a high-rise building by placing each in a separate category.

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[20] Urban Fire Forum and Fire Metropolitan Chiefs, *Fire Service Deployment: Assessing Community Vulnerability*, http://www.nfpa.org/assets/files/pdf/urbanfirevulnerability.pdf.

[21] Jason D. Averill, et al, "National Fire Service Data Summit Proceedings," *NIST Tech Note 1698,* (U.S. Department of Commerce, May 2011).

[22] Arthur E. Cote, et al., eds., *Fire Protection Handbook,* 20th ed. (Quincy, MA: NFPA 2008), 12.

[23] *Fire and Emergency Services Self-Assessment Manual*, 8th ed., (Chantilly, VA: Center for Public Safety Excellence, 2009), 49.

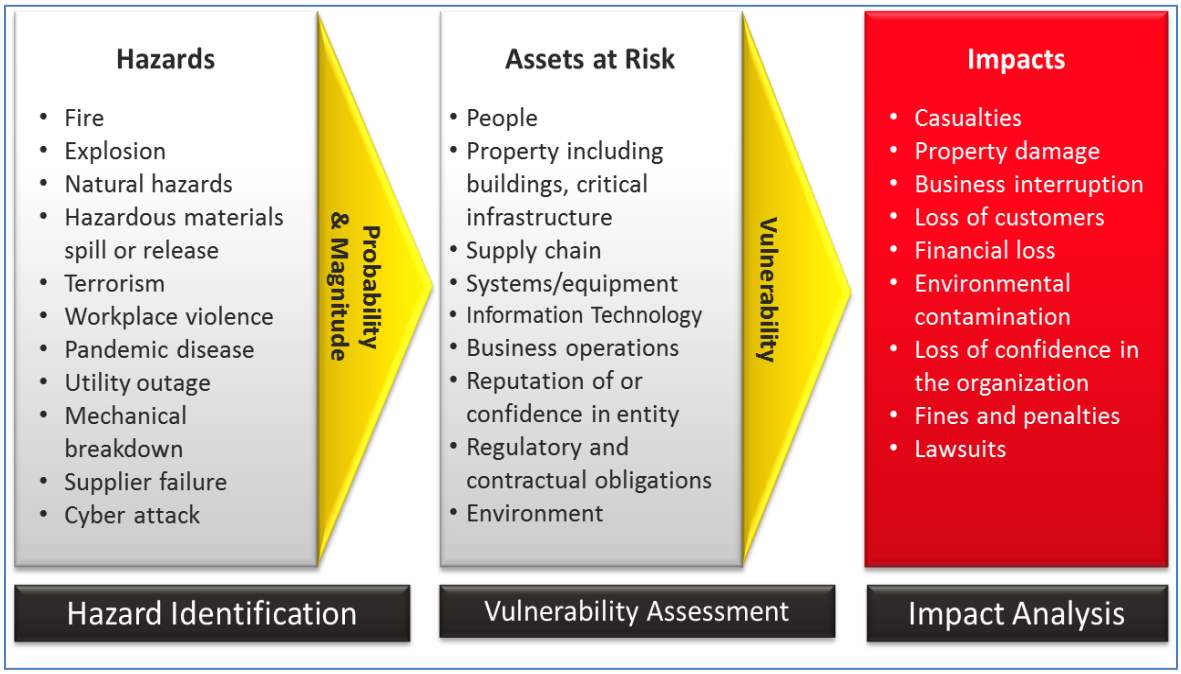
To justify funding for various deployment strategies, it is essential that fire department management conduct a needs assessment and community risk analysis within the community. LVFR, through the accreditation process standard of coverage document, has completed this. This process assists with determining the necessary resources and assets needed to accomplish the department's core mission functions.

Figure 7 illustrates the components of a comprehensive needs assessment; Figure 8 illustrates a risk assessment model that focuses on the identification of hazards and the potential impact reduction through mitigation.

FIGURE 7: Comprehensive Needs Assessment

The LVFR currently deploys resources based on factors such as internal response time data, community development and growth patterns, the NFPA 1710 standard, building type in a response district, and neighborhood density which drives demand—all of which are best practices. Additionally, apparatus are deployed based on potential citywide and district needs to ensure that the equipment coverage (engines, ladder trucks, and ambulances) is best suited to the current deployment model. Improvements in the use of deployed equipment and staff can be made in terms of EMS transport opportunities as discussed in this report.

FIGURE 8: Risk Assessment Model



Accreditation and Standards of Cover

An available tool and best practice that involves a comprehensive assessment of a fire department is the accreditation program managed by the CPSE. This program provides an analytical self-assessment process to evaluate ten categories of the agency's performance. During this process, the department examines more than 240 separate performance indicators, 98 of which are considered core or required competencies.

Included within the ten accreditation categories is an expectation for the fire department to analyze itself by planning zones, to identify the hazards posed within each planning zone, to rank hazards by potential severity, and to ensure that the appropriate resources are available to manage the hazards. The LVFR recognized the importance of Community Risk Assessment Planning by seeking accreditation through the CPSE. The department was first accredited in 2006 and reaccredited in March, 2012. Included in the department's application for reaccreditation is the most recent *Integrated Risk Management Plan: Standards of Cover.* This document serves as a deployment analysis to assist the LVFR in ensuring a safe and effective response force for fire suppression, emergency medical services, and specialty response situations, in addition to homeland security issues. The document uses guidelines set forth in the fifth edition of the CPSE Standards of Cover.

The LVFR collects and analyzes data specific to the characteristics of the community and applies the findings to organizational planning. The department completed a comprehensive analysis of risks, and the associated identified needs are integrated into the standards of cover. The department

identified non-fire risks, deployment strategies, and operational methods for those risks. Significant non-fire risks include EMS, hazardous materials, technical rescue, and other service calls.[24]

The 2012 CPSE Re-Accreditation Report makes specific recommendations pertaining to Category II Assessment and Planning:

- that the department further expand its identification of the frequency and probability of risks from terrorism attacks, earthquakes, and flash floods;
- that the department conduct a critical task analysis of risks from terrorism attacks, earthquakes, and flash floods.

The LVFR is one of only nine fire departments in the United States to hold accreditation from the CPSE and serve a community that holds a Class 1 public protection classification rating from ISO. Maintaining both of these benchmarks will continue to be a challenge as the city strives to sustain current fiscal resource allocation.

Internal Risk Management

The city of Las Vegas Safety/Loss Control Manual adopted by the city council on July 17, 1991, and last revised in October 2005, assigns responsibility for adherence to good safety practices to all city employees. It requires compliance with the Nevada Safety and Health Act, contained in Nevada Revised Statutes Chapter 618, and the federal Occupational Safety and Health Standards for General Industry (29 CFR 1910) and Construction (29 CFR 1926). It requires all employees to comply with all citywide and departmental safety regulations, including rules pertaining to the use of safety equipment, personal protective equipment, and machine guards. Supervisors are responsible for monitoring working conditions, instructing employees in the safe conduct of their work, and enforcing safety regulations.[25]

Internal risk management planning is facilitated by the city of Las Vegas Risk Management and Loss Prevention Program and the LVFR Manual of Operations, Safety Procedure. The department and IAFF Local 1285 are committed to safety as agreed upon in the CBA. The Safety and Health Advisory Committee is a joint labor/management effort to address safety and health issues posed by the inherent nature of the profession of firefighting. The committee meets a minimum of once every 30 days for the purpose of inspecting, investigating, and reviewing health and safety conditions concerning bargaining unit employees. The committee, or any of its representatives, shall submit to the fire chief and the union president, reports concerning safety and health conditions of the bargaining unit employees. The fire chief is responsible to correct any life or health hazard.

NFPA 1500, Standard for a Fire Department Occupational Safety and Health Program, requires the development of separate risk management planning for fire departments aside from the risk

[24] Commission on Fire Accreditation International, *Fire and Emergency Services Self-Assessment Manual, Las Vegas Fire & Rescue,* (December 2011).
[25] *City of Las Vegas Safety/Loss Control Manual* (July 1991; revised October 2005).

management plan in a local government plan.[26] In order for this process to be effective, the following components must be included in the risk management planning:

- **Risk identification:** Actual or potential hazards.
- **Risk evaluation:** The potential for occurrence of a given hazard and the severity of its consequences.
- **Prioritizing risk:** The degree of hazard based upon the frequency and severity of occurrence.
- **Risk control:** Solutions for eliminating or reducing real or potential hazards by implementing an effective control measure.
- **Risk monitoring:** Evaluation of effectiveness of risk control measures.[27]

The risk management planning establishes a standard of safety for the daily operations of the LVFR. This standard of safety establishes the parameters within which the department should conduct all activities during emergency and nonemergency operations. The intent is for all members to operate within this standard or plan of safety and not deviate from this process.

As noted previously in this report, LVFR has interlocal agreements with contiguous jurisdictions and crosses jurisdictional boundaries on a daily basis, many times merging two and three jurisdictions on a single response. It is critical on these responses that all jurisdictions operate in concert with one another. Recognizing this, the fire chiefs of these departments believe that unifying efforts for consistent operational plans is in the best interest in the safety of firefighters and the communities they serve. The Southern Nevada Fire Operations Committee (SNFO) has developed a number of operational plans and procedures to promote safe and consistent operations. An example of those procedures that focus specifically on safe operations include:

- Two-in-two-out, Initial Rapid Intervention Team (IRIT) and Rapid Intervention Team (RIT)
- Personnel accountability
- Mayday
- Rehabilitation
- Abandon the building/withdrawal from building
- In-transit, on-deck, and recycle.

[26] Robert C. Barr and John M. Eversole, eds., *The Fire Chief's Handbook*, 6th ed. (Tulsa, OK: PennWell Corporation, 2003), 270.
[27] NFPA 1500, Standard for a Fire Department Occupational Safety and Health Program, Annex D (2005).

Maintaining a safe working environment, conducting work in a safe manner, and protecting the safety of other employees and the public are conditions of employment with the LVFR. The 400 series of the Las Vegas Fire Department's Standard Operating Procedures is devoted to safety, health and risk management. Procedures include, but are not limited to, safety rules and procedures, emergency incident accountability, physical and medical requirements, protective clothing, personal protective equipment, self-contained breathing apparatus (SCBA), operation of fire department vehicles, and incident reviews. An example of these procedures is depicted in Table 6. In this example the responsibility and accountability of both operational and supervisory level personnel with regard to supporting a safe working environment are represented.

It is evident that the LVFR has incorporated protocols and policies in accordance with standards promulgated by the National Fire Protection Association as a best practice. Safety of their members is the highest priority of the department and IAFF Local 1285.

TABLE 6: Health and Safety SOP (excerpt from SOP 130.02)

A. **All Personnel:** Are required to adhere to departmental safety regulations, including rules pertaining to the use of proper safety equipment, personal protective equipment, and machine guards.

B. **Supervisors:** Are responsible for monitoring working conditions, instructing employees in the safe conduct of their work, and enforcing safety regulations.

C. ***All personnel:***

1. Will comply with the Safety and Health Standards and all rules, regulations, and orders applicable to personal actions and conduct.
2. Will refrain from removing, displacing, damaging, or destroying any safety device or safeguard furnished for conducting work or installed on City equipment or property.
3. Will report unsafe conditions or possible violations of a safety standard to the attention of their supervisor for evaluation and correction if necessary.

D. ***All Supervisors:***

1. Will be familiar with the safety standards that pertain to work areas, equipment, operations, and processes.
2. Will comply with any applicable safety standards and maintain compliance through regular inspection and supervision of work operations, and submit the necessary work order or purchase requests to correct unsafe conditions.
3. Will establish any necessary safety measures specific to job functions of the work unit.
4. Will assure that safety rules are followed by properly notifying employees of safety regulations, instructing employees in safe work practices, maintaining full safety training records, and using good supervisory procedures.
5. Will provide employees with information regarding their protection and obligations.
6. Will maintain records on employees' exposure to toxic materials and other environmental health hazards as instructed by the Department of Human Resources.
7. Will maintain records of tests, inspections, and modifications required by a standard applicable to specific equipment and operations.
8. Will maintain an information log of reported occupational injuries and illnesses.
9. Will be fully accountable for preventable injuries, accidents, and liabilities caused by the employee.
10. Will enforce work policies and provide accountability and/or recognition within the framework of the positive discipline and EDRS systems.

Costs and Benefits of Maintaining ISO Rating and CPSE Accreditation

In March 2010 LVFR was notified by the ISO that it would continue to receive the ISO rating of Class 1 for the fire protection system of the city of Las Vegas. This was based on a site visit and evaluation conducted in the spring of 2008. The city has held a Class 1 rating since 1990 when it was upgraded from a Class 2 rating. The city was upgraded from a Class 4 to a Class 2 rating in 1981.

ISO is a for-profit subsidiary of Verisk Analytics Company. ISO provides services relating to risk analysis by gathering information through community assessments and providing the information to the insurance industry. The data has historically been used to develop premiums for both residential and commercial policies. The ISO's Fire Suppression Rating Schedule (FSRS) is analyzed to assign the Public Protection Classification (PPC).[28] The FSRS is a manual of the criteria which measures the tools (assets and practices) in a community's arsenal to fight fires. The schedule contains a point system from 0 to 100. Every ten points is a "Class." The grade is presented as a class from 1 to 10: Class 1 is the highest class; a rating of Class 9 is considered the "lowest recognized protection." A Class 10 does not meet the minimum criteria established by the ISO. Table 7 depicts the PPC classifications by point value. The national distribution of PPC classifications is illustrated in Figure 9 on the next page.

TABLE 7: PPC Classifications

PPC	Points
1	90.00 or more
2	80.00 to 89.99
3	70.00 to 79.99
4	60.00 to 69.99
5	50.00 to 59.99
6	40.00 to 49.99
7	30.00 to 39.00
8	20.00 to 29.99
9	10.00 to 19.99
10	0.00 to 9.99

According to ISO, the FSRS evaluates three areas when considering a locality's fire protection: fire alarms, water supply, and the agency itself.[29] Ten percent of the community's score is based on the manner in which a fire department receives and dispatches calls for fire alarms. Included in the observations is a detailed analysis of the communications center (personnel and number of lines coming into the center). In Las Vegas, the LVFR Fire Alarm Office handles the dispatch of fire and EMS calls.

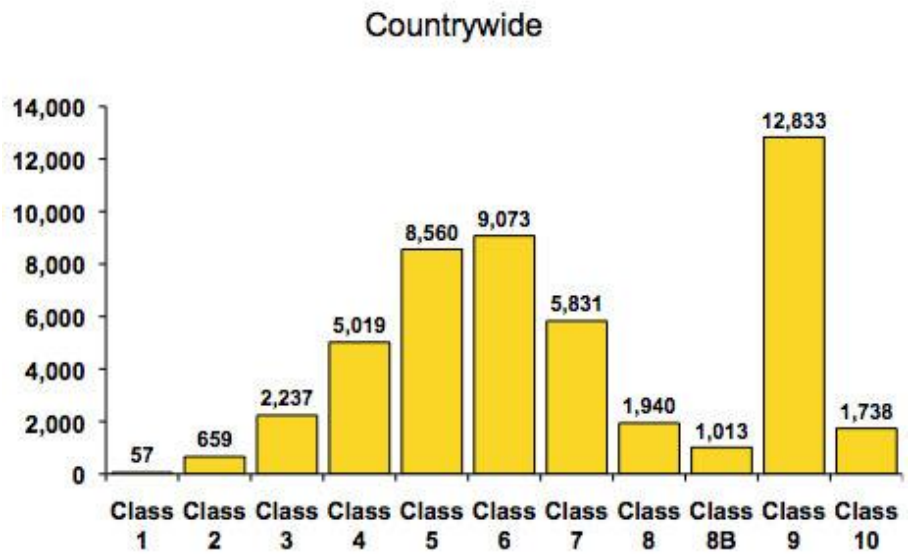
Forty percent of the score is based on the sufficiency of the community's water supply system and its ability to provide water in excess of the daily maximum consumption. In Las Vegas, the water supply for fire protection is managed by the Las Vegas Valley Water District.

Lastly, the fire agency itself is evaluated and contributes to 50 percent of the overall score. Within this module, ISO reviews the distribution of stations and companies throughout the area, all components of personnel training, and equipment inventory to include review of maintenance and testing. There are three particular areas included within the majority of the fire department analysis. Fifteen percent of this module is attributed to company personnel available to respond to first alarms; however, ISO does apply an upper limit for staffing as there is a finite number of personnel who can effectively operate a piece of apparatus at any given time. Ten percent of this module is given for the comparison of in-service pumpers and equipment carried, with the number

[28] ISO Mitigation Online, *About ISO* (2012), http://www.isomitigation.com/docs/about0001.html (accessed on October 31, 2012).
[29] ISO Mitigation Online. *About ISO*.

of necessary pumpers and equipment as determined by "Basic Fire Flow, the size of the area served, and the method of operation." The third-highest weighted score (9 percent) in this module is the rating of the department's training. ISO evaluates the training programs and available training facilities. This review includes the training of officers, drivers, and recruits, along with ensuring familiarization with buildings and pre-fire planning.

FIGURE 9: National PPC Distribution



Source: ISO Mitigation Online, About *ISO* (2012), http://www.isomitigation.com/docs/about0001.html.

For decades, the ISO's PPC rating schedule has been utilized to aid insurance companies with determining premiums for property insurance. Recently, there has been some discussion as to whether the system provides the appropriate benchmark for the quality of an agency's delivery of fire suppression services. Professionals within the fire industry have debated whether the ISO's methodology is outdated and whether it provides a comprehensive analysis of the fire suppression ability of the particular agency. In 2010, the ISO began to solicit input from various organizations regarding the process to determine if there were any necessary changes to the rating schedule. The NFPA, the IAFC, the National Volunteer Fire Council (NVFC), the IAFF, the Association of Public-Safety Communication Officials (APSCO), and the National Association of State Fire Marshals all provided varying forms of suggestions to ISO.[30] In addition to the three components currently examined, the changes being considered include the addition of a fourth component: community risk reduction. This would include a review of all activities relating to fire prevention within an agency, such as administration, adoption, and enforcement of the fire code.

Some critics of the rating system have stated that the ISO is outdated and fails to give credit for new technologies that have proven effective in fire suppression efforts. ISO has taken this criticism into

[30] Janet Wilmoth, "Suppression Ratings See Unscheduled Maintenance," *The Fire Chief* (June 1, 2010), http://firechief.com/print/suppression/ar/suppression-rating-changes-201006 (accessed Oct. 31, 2012).

consideration when reviewing the new proposals to the schedule and system. Janet Wilmoth, in a recent article of *Fire Chief,* reports that ISO has developed a relationship with the CPSE and has been an active participant in fire department accreditation. The ISO recognized the importance of the accreditation process and how it provides an exceptional tool that can be utilized for continuous self-improvement and professional development. Fire professionals also recognize that the accreditation process bolsters the quality of service delivery.

An available best practice that involves a comprehensive assessment of a fire department is the accreditation program managed by the CPSE (as noted in this report, LVFR is an accredited agency). Again, this program provides an analytical self-assessment process to evaluate ten categories of the agency's performance. During this process, the department examines more than 240 separate performance indicators, 98 of which are considered core or required competencies.

Included within the ten accreditation categories is an expectation for the fire department to analyze itself by planning zones, to identify the hazards posed within each planning zone, to rank hazards by potential severity, and to ensure that the appropriate resources are available to manage the hazards.[31] There seems to be a current trend to focus an agency's planning and resources on becoming accredited and/or maintaining the accreditation. As noted, the PPC process evaluates only certain areas of a department's fire program and may not provide an accurate picture of the agency's ability to effectively fight and prevent fires. The accreditation process provides the individual department the benefit of a critical self-analysis of its performance at varying levels to ensure continuous self-improvement. It is an extremely comprehensive review that is conducted over a certain time period and requires reaccreditation, which helps to ensure that the standards are being maintained.

Assuming all other factors are "equal," communities with higher ratings through the PPC program generally benefit from lower property insurance than communities that have a lower PPC rating. A large majority of insurers consider the ISO's PPC program when assessing policies. However, State Farm, one of the nation's largest insurance carriers, has phased out the use of the ISO rating when considering property premiums for communities.[32] Where permissible by law, State Farm has elected to institute its own fire rating system, which analyzes actual claims in a given zip code. State Farm has determined this provides a more accurate depiction of a community's "fire-fighting ability." Nevada does not require State Farm to consider ISO's PPC.

An argument can be made that a department and its leadership should focus efforts on the accreditation process, which may in turn potentially improve the ISO PPC rating. Furthermore, the accreditation process assists local governments justifying their expenditures by demonstrating a direct link to improved services. Particularly for emergency services, local officials need criteria to assess professional performance and efficiency. The CPSE fire accreditation process provides a

[31] CPSE, *CFAI Accreditation Process* (2012) http://www.publicsafetyexcellence.org/agency-accreditation/the-process.aspx (accessed on October 31, 2012).
[32] Insure.com, *Smoke but No Fire where State Farm Abandons Standard Fire Ratings* (February 13, 2003), http://www.insure.com/home-insurance/state-farm-fire.html (accessed on October 31, 2012).

well-defined, internationally recognized benchmark system to measure the quality of fire and emergency services.[33]

While it is auspicious for a fire department to strive to achieve a better PPC to potentially achieve an improved insurance rating for residents and businesses, one has to ask at what cost. It is true the increase of the PPC for a jurisdiction can reduce the amount of insurance paid by residents and businesses, but it is equally true that the cost of making the improvements necessary to obtain that reduction (which translates into higher taxes paid by those same residents and businesses) can exceed the insurance savings realized.[34] The LVFR should maintain accreditation, as it has a positive effect on the community's ISO PPC rating.[35]

Historically, cities have sought to have the highest ISO classification possible. In more recent years, however, cities have been attempting to more closely analyze the benefits gained from a high ISO rating as compared to the cost to the taxpayer to reach such a rating. While there can be differences in insurance premiums paid by a private business based on the ISO rating, as a practical matter, most large businesses are individually rated by insurance companies that take into consideration the very specific characteristics of the building, the site and the type of business, and if it has fire protection systems in place, such as automatic sprinkler systems. As PPC ratings are one of the many factors that affect insurance premiums, it is unknown what specific benefits residential property owners derive from ISO ratings that may move from one rating to another in the higher bands (1-5). Factors such as age of the structure, construction material, and loss history in a particular area also affect the base rate. Additional factors such as property value, deductible amount, multiple policies, security systems, smoke detectors, and credit ratings affect an individual's rates as well.

In an effort to evaluate the benefit of a higher community ISO rating, an increasing number of cities are seeking information from the insurance industry that more directly answers this question. This is not to suggest that the city of Las Vegas should no longer strive for a Class 1 ISO rating, but it does suggest that data should be obtained and analyzed to determine the relative costs and benefits of this rating. Both the ISO process and the accreditation process are important ways to judge the quality of an organization and community, but on balance, the accreditation process is generally more helpful in building a high-performance fire and emergency services organization that potentially delivers premier fire and EMS services.

Recommendations:

- Continue maintenance and periodic review of the current strategic business plan to ensure program activities are maintained within the parameters of the agreed-upon strategic goals and objectives; to ensure program activities remain consistent with the organizational mission and values; and ensure internal and external changes that may affect the ability of the organization to achieve its objectives are considered.

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[33] CPSE, *About CPSE* (2012), http://www.publicsafetyexcellence.org (accessed on October 31, 2012).

[34] Barr and Eversole, *The Fire Chief's Handbook*, 203.

[35] Ron Holt, *A Different Perspective of Fire Department Accreditation*, CPSE, http://www.publicsafetyexcellence.org/files/pdf/A-Different-Perspective-Accred.pdf (accessed on October 31, 2012).

- Maintain CPSE accreditation to ensure that LVFR sustains the self-assessment process throughout the organization, which stimulates continuous process improvement and increases safety, effectiveness, and efficiency.

- Adopt and carry out the strategic recommendations addressed in the CPSE 2012 Re-Accreditation Report:

    a. Continually analyze non-fire risks in the planning zones to annually update the standards of cover.

    b. Continue to synchronize the strategic business plan and Performance Plus with CPSE performance indicators and the standards of cover.

    c. Consider adoption of the most recent edition of NFPA 1911: Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus.

- Incorporate the Category II recommendations addressed in the CPSE 2012 Re-Accreditation Report:

    a. Further expand identification of the frequency and probability of risks from terrorism attacks, earthquakes, and flash floods.

    b. Conduct a critical task analysis of risks from terrorism attacks, earthquakes, and flash floods.

- Establish a separate Fire Department Risk Management Plan document in compliance with NFPA 1500, Standard on Fire Department Occupational Safety and Health Program, and NFPA 1250, Recommended Emergency Service Organization Risk Management.

- The department should obtain specific data and rationale from property insurance carriers to determine the community financial benefits, if any, in maintaining the current ISO rating. Determine if there will be a significant difference in insurance rates should the department change ratings to a lower number, and then balance this change against any potential change in tax rate to maintain the ISO 1 rating.

Fiscal Infrastructure

Las Vegas Fire & Rescue had total expenses of $108.9 million in fiscal year 2011–2012. Of that amount $51.7 million represents personnel services; $43.4 million covers the fringe benefit allocation; and the remaining $13.8 million was spent on services, supplies, and capital expenditures (a very small amount). Of particular note is that, of the personnel services amount, $10.9 million was to pay overtime. This represented more than 21 percent of all personnel expenses in the department, or slightly more than 10 percent of total departmental expenditures.

A review of LVFR records indicates that the primary reason for the large amount of overtime is the necessity that personnel work additional shifts to cover time off taken by other firefighters for vacation, sick leave, or other types of leave. As stated earlier in this report, the CBA allows only 9

percent per shift overstaffing of personnel available to fill in for scheduled and unscheduled leave (captain level and below) and requires that 12 percent of this level in the workforce be allowed opportunity for leave. As a result, the cost for overtime is elevated because any leave positions approved between 9 and 12 percent per shift will require overtime to staff these positions if the department is at full staffing strength. In addition and through provisions in the CBA, should a battalion chief seek leave, this position may be filled (up to three per shift) if a qualified replacement is available. Through the CBA, current field-level battalion chiefs (56-hour) have the first opportunity to fill this leave position (through overtime), followed by administrative battalion chiefs (through overtime), then by captains who may be on the current promotional list for battalion chief (these positions may be on-duty staff).

The benefit allocation is an amount determined by the finance department of the city based on a calculation that includes pension contributions, health insurance, other cash benefits, and paid time-off benefits such as vacation and sick leave. In FY 2012, the benefit allocation represented 90 percent of payroll. The finance department has since updated these estimates for the future, and the benefit allocation established for FY 2013 is now 104 percent of payroll. In large part, the increase is a result of pension cost increases.

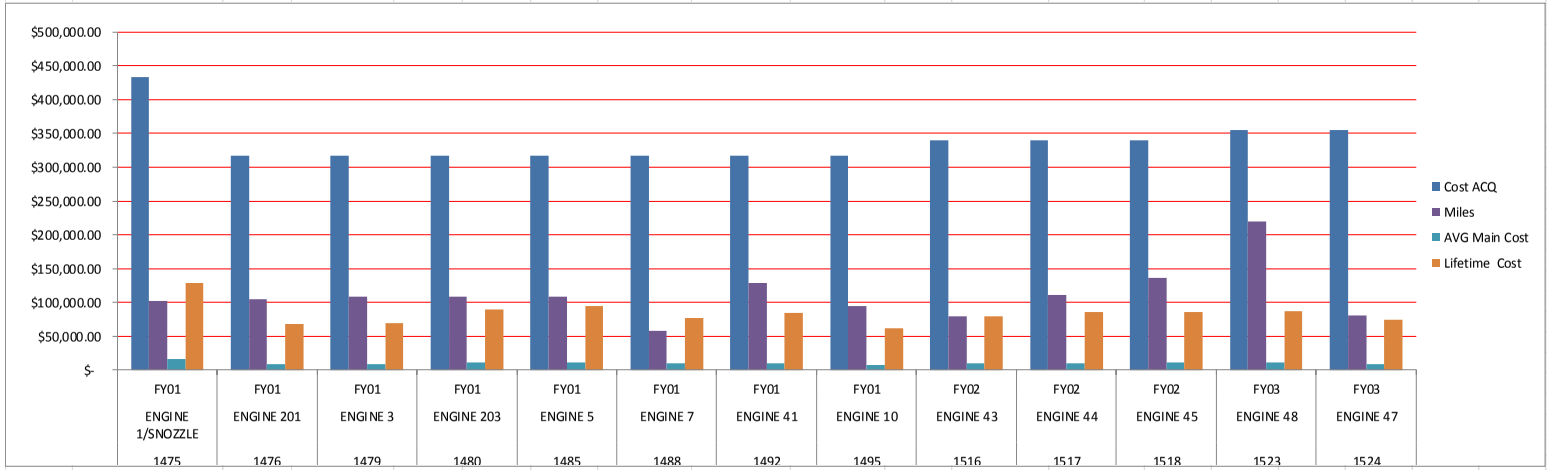
In FY 2012 the LVFR generated $7.1 million of revenue to offset expenditures. Of that amount, the two largest items were $6.1 million from EMS transport fees and approximately $800,000 from fire prevention division permit fees. The department should undertake a periodic review of all fees to ensure that they are covering the cost of the service provided, or, if it is city policy to recover only a certain percentage of the cost of that service, to determine that the policy objective is being achieved.

In addition to the operating budget, the LVFR is the recipient of capital funding for station construction and apparatus acquisition through the Fire Safety Initiative, which was adopted in 2000 and has been providing capital funding since 2002. It will provide $551 million over 30 years. Funding for capital expenditures appears to be adequate to meet departmental needs. The department has a facility plan which is incorporated into the city's capital improvement program. Two new stations were constructed and opened this summer, one on Stella Lake Street and the other in Sun City. An additional station on Bonanza Road is planned for construction in 2013. The department has a vehicle replacement plan with replacement based on specific criteria, as depicted in Table 8.

TABLE 8: Capital Vehicle Replacement Plan

Equip #	Description	Model Yr	Cost Acq	Use Life	Life	Mileage	Avg YR Maintenance Cost	Lifetime Maintenance Cost	Maintenance cost per mile	Number of repairs	Operational cost per mile	Operational cost	Down Time	Total cost
1475	ENGINE 1/SNOZZLE	FY01	$ 432,906.00	10	11	102,408	$16,079.36	$128,634.88	$1.25	339				
1476	ENGINE 201	FY01	$ 317,004.50	10	11	104,331	$8,711.22	$68,689.75	0.65	294				
1479	ENGINE 3	FY01	$ 317,004.50	10	11	108,615	$8,626.71	$69,013.67	0.63	239				
1480	ENGINE 203	FY01	$ 317,004.50	10	11	108,122	$11,177.53	$89,420.27	0.82	262				
1485	ENGINE 5	FY01	$ 317,004.50	10	11	108,007	$11,872.56	$94,980.47	0.87	248				
1488	ENGINE 7	FY01	$ 317,004.50	10	11	58,531	$9,598.83	$76,790.67	$1.31	244				
1492	ENGINE 41	FY01	$ 317,004.50	10	11	129,203	$10,638.34	$85,106.68	0.65	276				
1495	ENGINE 10	FY01	$ 317,004.50	10	11	95,202	$7,677.22	$61,417.73	0.64	189				
1516	ENGINE 43	FY02	$ 339,986.00	10	10	80,023	$9,990.94	$79,927.55	0.99	270				
1517	ENGINE 44	FY02	$ 339,986.00	10	10	110,941	$10,688.21	$85,505.67	0.77	290				
1518	ENGINE 45	FY02	$ 339,986.00	10	10	136,345	$10,730.76	$85,846.09	0.62	280				
1523	ENGINE 48	FY03	$ 354,568.15	10	9	219,196	$10,860.00	$86,879.96	0.39	299				
1524	ENGINE 47	FY03	$ 354,568.15	10	9	80,377	$9,351.17	$74,809.36	0.93	195				
			$ 337,002.45				$10,461.76	$83,617.13	$0.81					
1631	ENGINE 2	FY08	$ 477,625.00	10	4	27,807	$4,738.94	$ 18,955.76	0.68					
1633	ENGINE 42	FY08	$ 477,625.00	10	4	25,257	$4,690.20	$ 18,760.81	0.74					
1629	ENGINE 6	FY08	$ 477,625.00	10	4	29,156	$4,557.29	$ 18,229.19	0.62					
1630	ENGINE 8	FY08	$ 477,625.00	10	4	28,230	$4,396.19	$ 17,584.77	0.62					
							$4,547.89	$ 18,382.63						

Currently LVFD does not track this data. Recommend to start tracking data 2012 and on



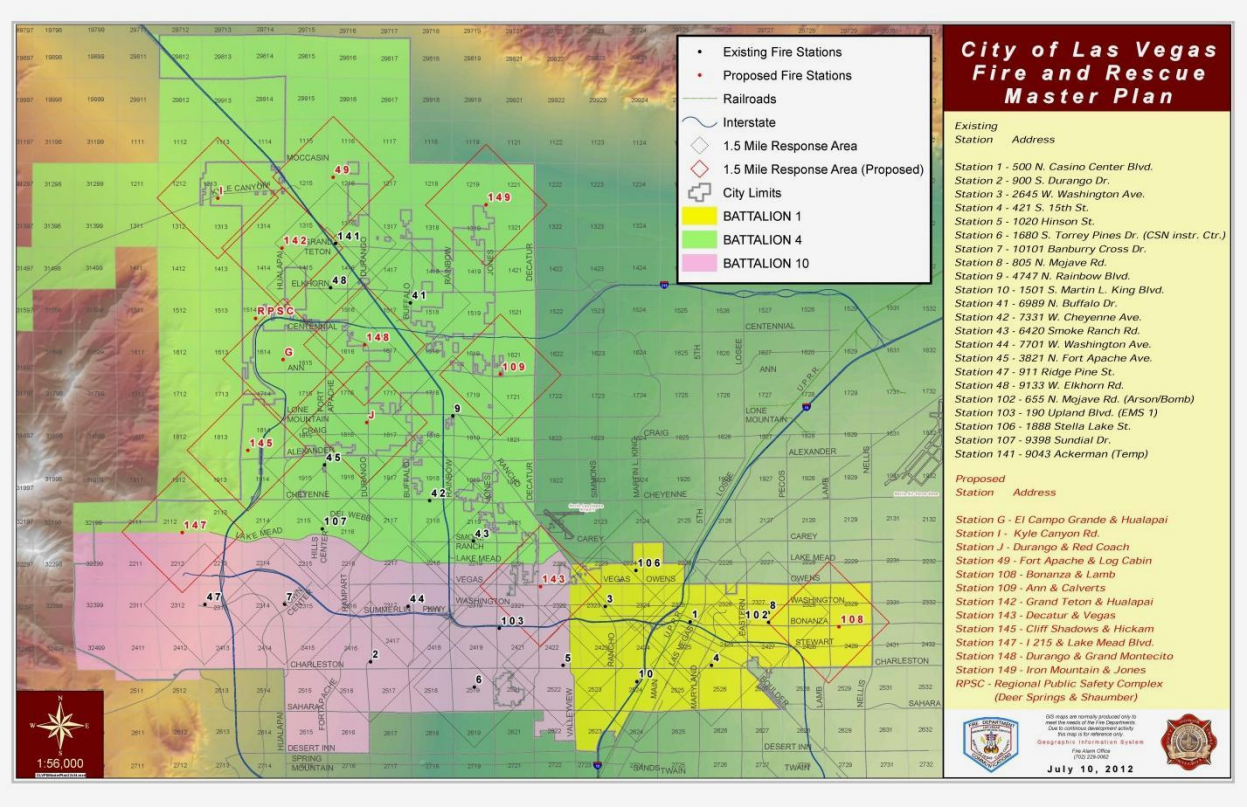
5,096,577.00		9 new Engines
-1620000.00		Auction
-470,745.00		Ave maintenance
3,005,832.00		Total cost

Fixed Facilities

A review of station location suggests that stations are located appropriately to mitigate risk and meet response standards. The resources from the Fire Safety Initiative have allowed for station construction and renovation. Stations are designed to adequately meet the needs of housing apparatus and necessary equipment. Stations have adequate space for personnel living needs, and adequate space is available for in-house training and study needs of station personnel. Stations are maintained, clean, and orderly. Site visits to the support facilities led to similar conclusions about the design, maintenance, and housekeeping of those facilities as well.

Figure 10 illustrates the LVFR master plan for future station locations. Station 108 is planned for construction in 2013. Additionally, senior management has indicated they are considering placing a rescue unit (EMS transport) at Station 103 (the current location for the shift EMS program manager).

FIGURE 10: LVFR Fire Station Master Plan



Figures 11, 12, and 13 illustrate current station locations using travel time bleeds from each. Figure 11 shows 240-second bleeds; Figures 12 and 13 show 360-second and 480-second bleeds, respectively. Figure 14 overlays these travel times in one map to provide a complete perspective of response capabilities from current fire stations. Figures 15 and 16 illustrate call density and demand for both fire and EMS calls for service.

FIGURE 11: 240-Second Travel Time from Current Fire Stations

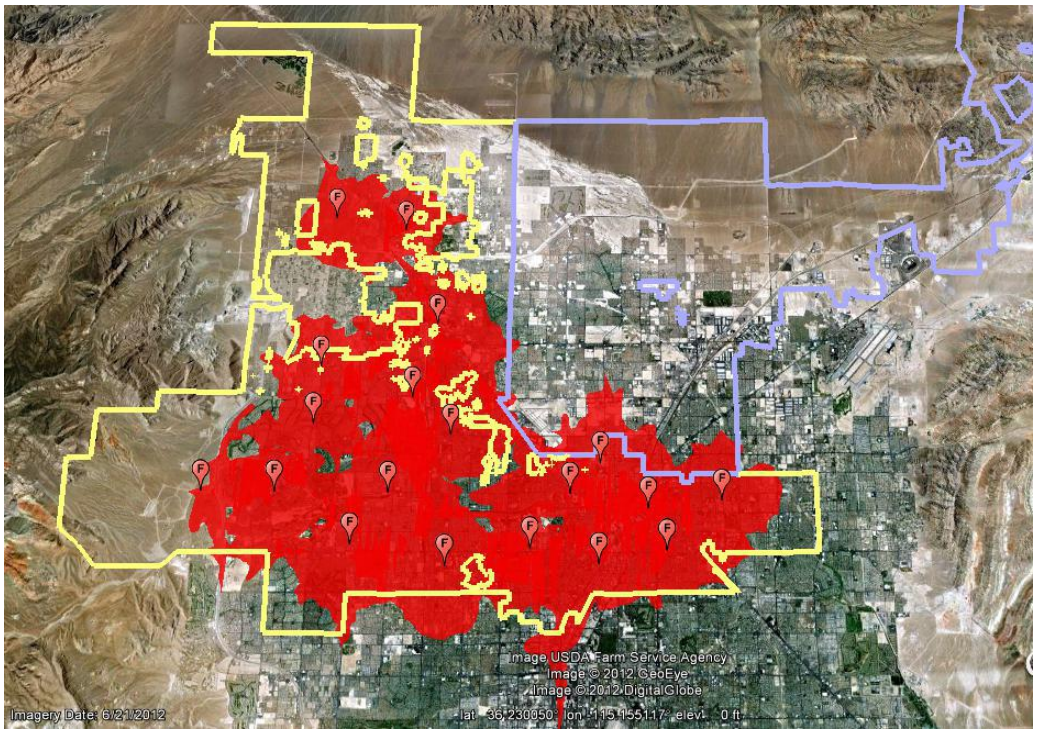


FIGURE 12: 360-Second Travel Time from Current Fire Stations

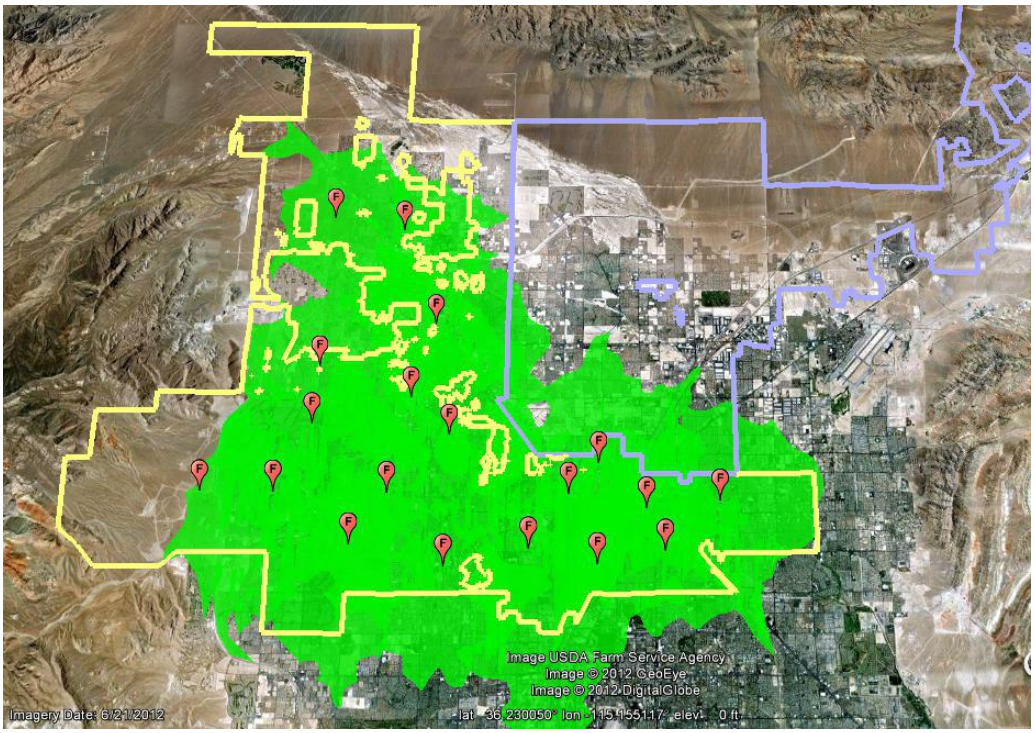


FIGURE 13: 480-Second Travel Time from Current Fire Stations

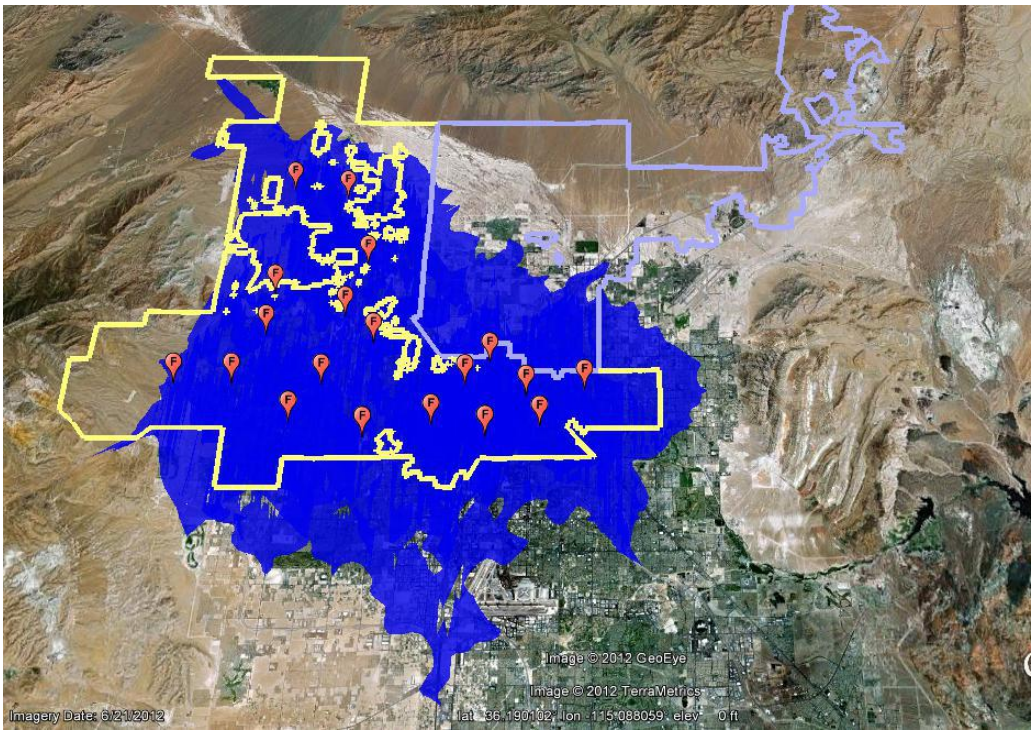
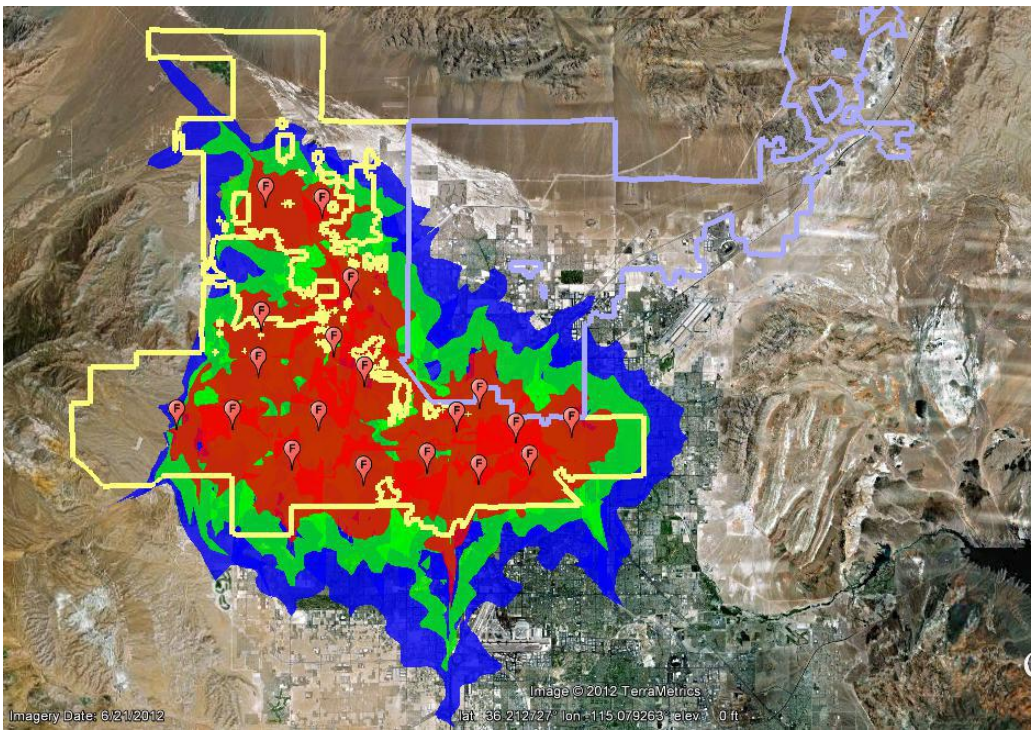


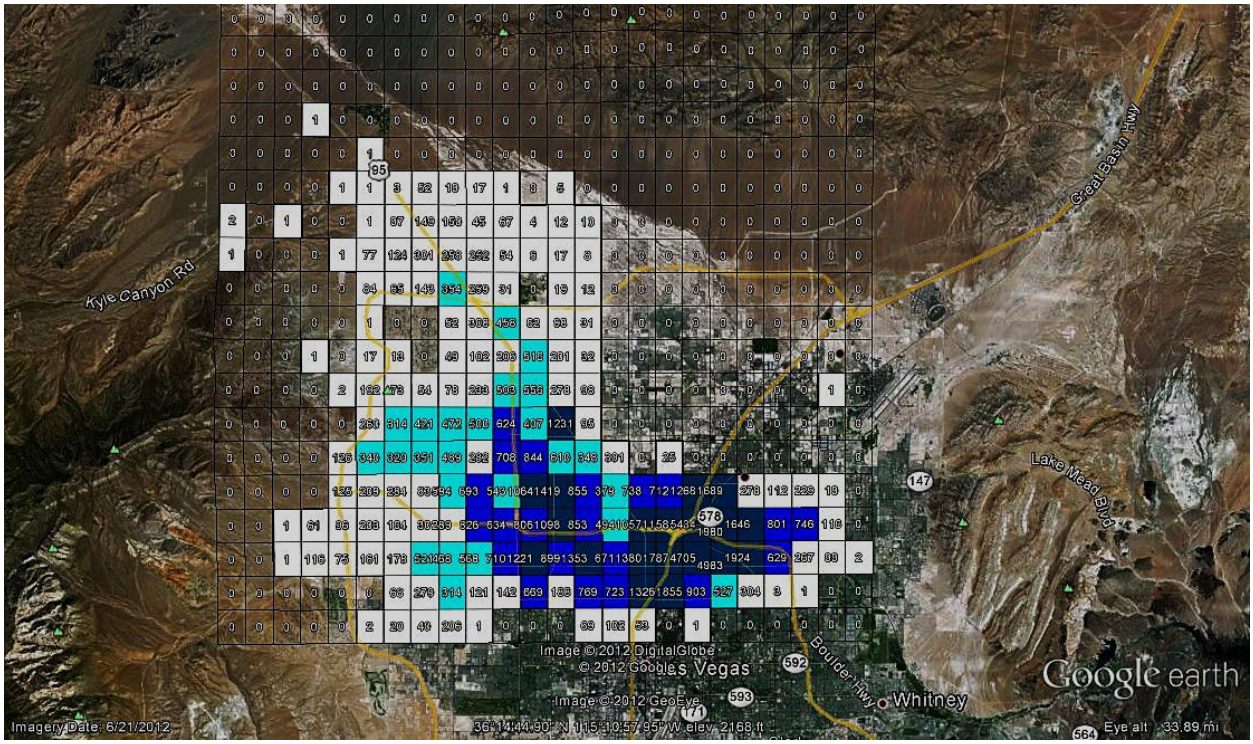
FIGURE 14: 240-, 360-, and 480-Second Travel Times from Current Fire Stations



Red = 240-Second Bleed Green = 360-Second Bleed Blue = 480-Second Bleed

It is important to understand that road networking and natural and manmade barriers have the greatest effect on travel time from public safety fixed facilities. In review of the maps, and specifically the Figure 11 map, LVFR has very good coverage utilizing the 240-second travel time benchmark with some gaps noted by the gray area. These areas are, however, further enhanced at 360 seconds with excellent coverage at 480 seconds of travel time.

FIGURE 15: EMS Call Density

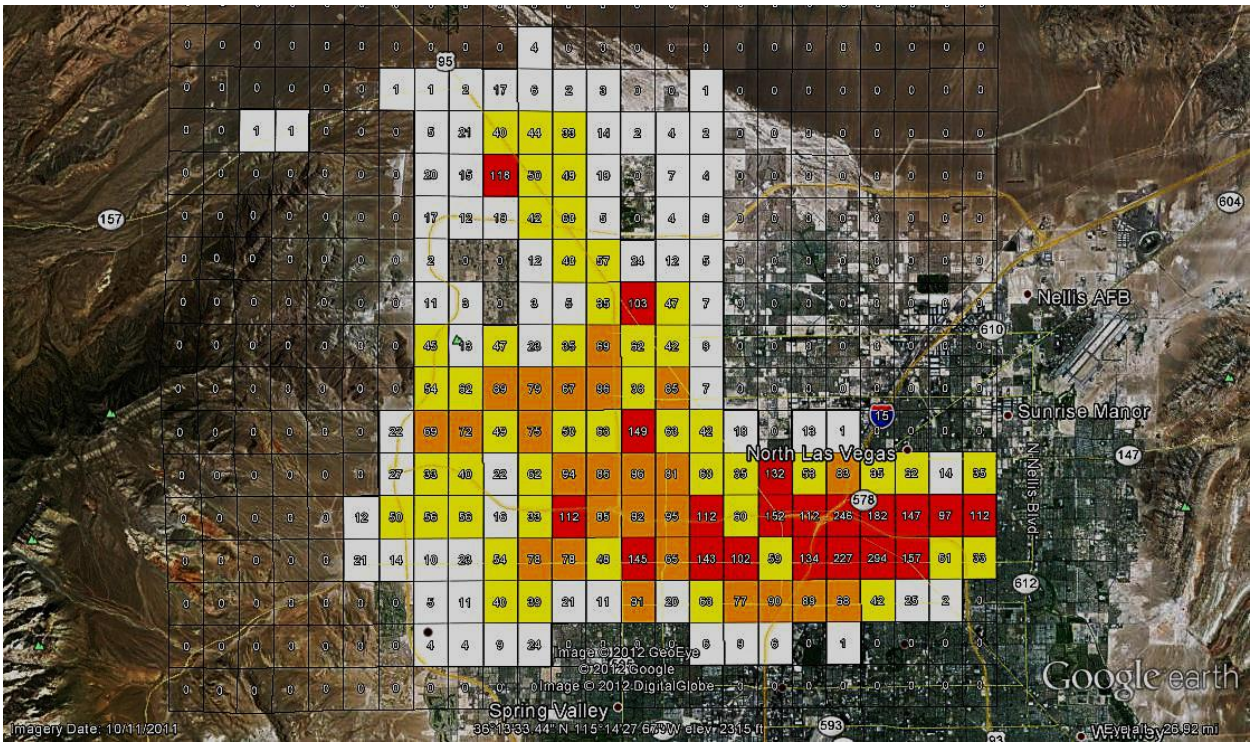


NOTE: The darker the shade of blue, the greater the demand for service.

Figure 15 illustrates the following:

- The greatest concentrated demand for EMS calls for service is in the south-central and southeast portions of the city.
- There is a concentrated demand for EMS calls for service in the central portion of the city.
- The least concentration of demand for EMS calls for service is in the northern one-third of the city.

FIGURE 16: Fire Call Density



NOTE: The darker the shade of orange, the greater the demand for service.

Figure 16 illustrates the following:

- The greatest concentrated demand for fire calls for service is in the south-central and southeast portions of the city, with the southeast having the greatest demand.
- There is a concentrated demand for fire calls for service in the central and north-central portion of the city.
- The least concentrated demand for fire calls for service is in the northern portion of the city, with exception of one response grid.

As discussed earlier and illustrated in Figure 7, the LVFR has a master plan for future fire station locations. Further, Station 108 in the southeast portion of the city is scheduled for construction in 2013. LVFR senior management also discussed with ICMA the potential to place a rescue unit (EMS transport) at Station 103 in the south-central portion of the city. Figures 17 and 18 illustrate the improved 240-second response that these stations will provide and how these stations can assist with call demand in these response areas as well.

FIGURE 17: 240-Second Travel Times from Current and Proposed Stations

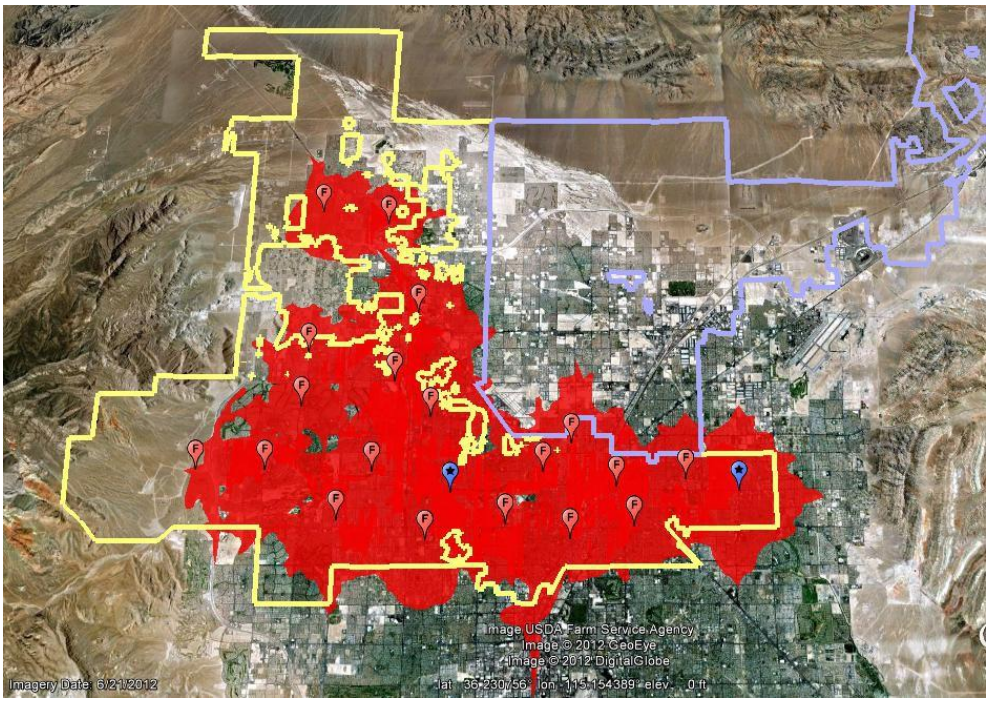
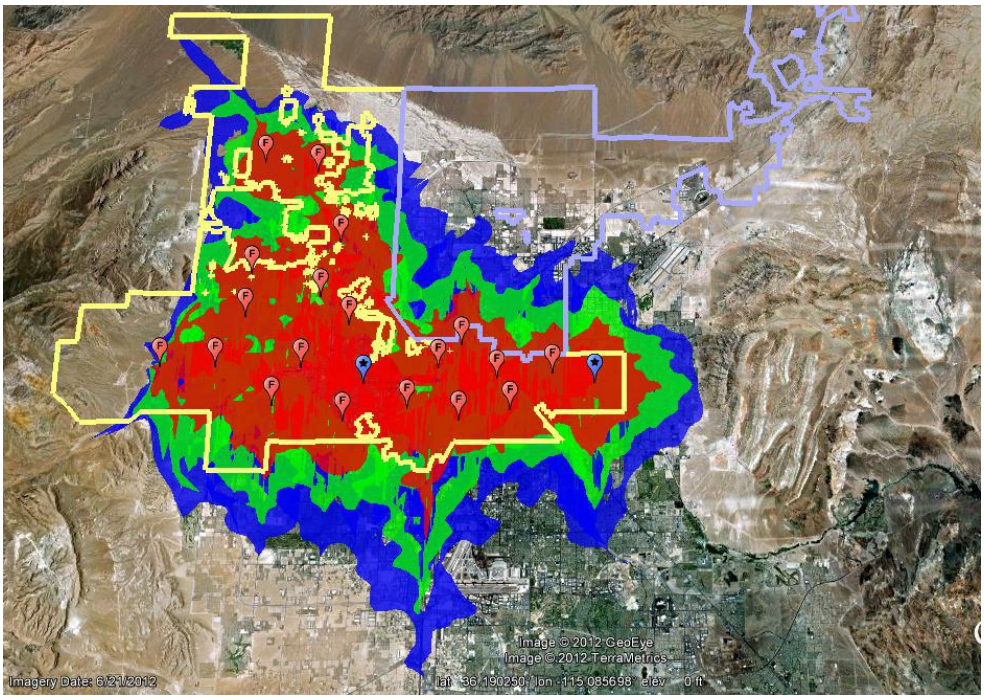


FIGURE 18: 240-, 360-, and 480-Second Travel Times from Current Fire Stations and Proposed Stations

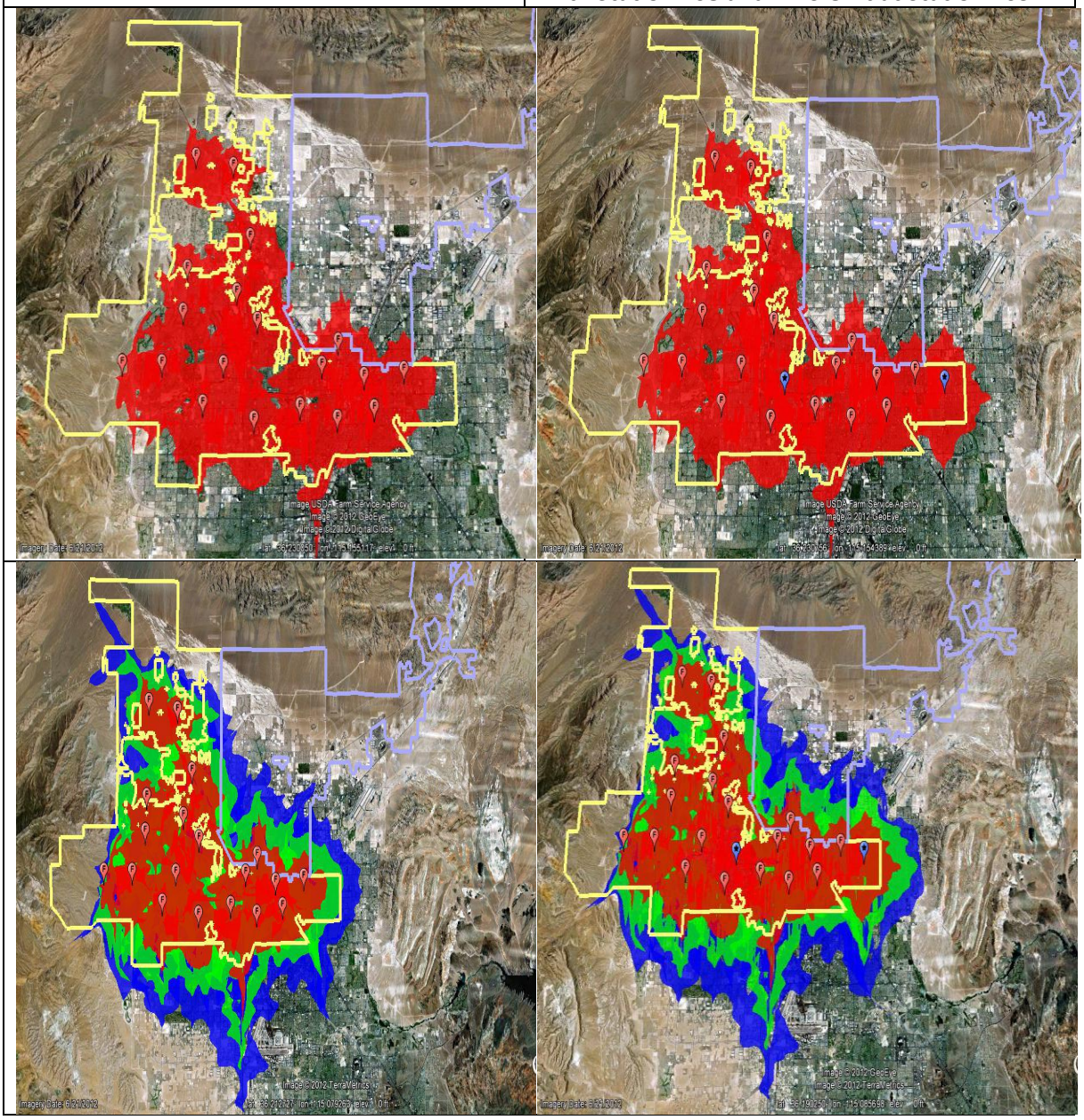


Red = 240-Second Bleed Green = 360-Second Bleed Blue = 480-Second Bleed

Finally, in this analysis of travel times, Figure 19 shows the improvement in the 240-second travel time between current and proposed station and deployment implementations (less gray area in central and south east portions of the city), and overall 240-, 360-, and 480-second travel times with all bleeds overlaid as a comparison.

FIGURE 19: 240-Second Comparison

240-Second Travel Time: Current Stations	240-Second Travel Time: Current and Proposed With Station 108 and EMS Unit at Station 103



Capital Vehicles

Las Vegas Fire & Rescue has a comprehensive inventory of apparatus and other vehicles. The department has 19 frontline paramedic engines, 6 front line ladder trucks, 21 frontline paramedic rescue (ambulance) units, 3 battalion chief vehicles, and a variety of technical apparatus, including a hazardous materials unit, a technical rescue unit, a CBRNE unit, a bomb squad vehicle, and a variety of other types of specialty apparatus or vehicles. In addition, the department has an adequate fleet of reserve vehicles which can be substituted for frontline apparatus as needed.

In reviewing the list of vehicles, it is clear that the department has planned well to meet any type of emergency with the right type of response apparatus. Apparatus have the necessary pumping capacity and ladder requirements, and they meet other NFPA technical standards as a best practice.

The ICMA team conducted a site visit of the LVFR's fleet maintenance operation. The department has an excellent maintenance program for its apparatus. More common vehicles, such as sedans and SUVs, are maintained by the city's fleet maintenance organization with acceptable service to the department.

The department is fortunate to have the Fire Safety Initiative, which has provided funding since 2002 for apparatus replacement and upgrade. The Fire Safety Initiative represents a significant commitment of the city government in keeping the fleet of fire department apparatus and vehicles in excellent shape.

Staffing

Las Vegas Fire & Rescue has 664 positions. Administrative positions in the department work a ten-hour four-day schedule Monday through Thursday. This is the same schedule worked by other administrative personnel in the city government. The great majority of the employees in LVFR are located in the Operations Division. All employees in that division who are involved with fire suppression or emergency medical services responses work a 24-hour shift schedule. Employees on the 24-hour schedule work one day on duty, the next day off, and then one day on with the next day off, and then one more day on followed by four days off.

Almost all of the 24-hour personnel are assigned to engine companies, ladder (truck) companies, or paramedic rescue units. All specialty apparatus companies, such as heavy rescue/CBRNE, are also staffed with 24-hour/day personnel. Engine companies are staffed with a crew of four: one captain, one driver/engineer, and two firefighters. Truck companies are staffed with a similar four-person complement. Paramedic rescue units are staffed with a crew of two medically certified firefighters.

There are three battalion chiefs on duty at any time. Each is responsible for a specific district of the city. The battalion chiefs work the same 24-hour schedule as company personnel.

Each battalion chief's car is staffed with a captain who serves as a driver and aide to the battalion chief. Although some fire departments utilize aides, and while it is argued that the aides provide valuable support to the battalion chief, other fire departments today rely on other personnel at the fire scene for support to the battalion chief or command officer, such as another battalion chief or an officer assigned as a company officer for a company that has responded to a fire scene. The

elimination of the practice of using captains as aides to battalion chiefs should be strongly considered. Repurposing these positions to support the EMS operation, safety, and operational training is discussed further in the fire and EMS operations section.

There is a significant determinant to managing the staffing of the LVFR in an efficient manner. As mentioned earlier in the report, the LVFR incurs an unusually large amount of overtime expense ($10.9 million in FY 2012) by having to call fire personnel back on their days off to work a shift for firefighters on leave. While there will always be some overtime, the number of extra hours in which employees are paid time-and-a-half could be dramatically reduced.

The department should hire additional relief personnel who can cover absences, rather than relying on a more expensive overtime option. However, as discussed, there is currently a restriction in the CBA that limits the number of relief personnel to 9 percent of the workforce. (The limit had been 8 percent until recently.) It is extremely unusual for a CBA to contain such a limitation. It is even more unusual to have a limit as low as 9 percent. Some large fire departments use relief factors as high as 21 percent to avoid the expense of paying large amounts of overtime. LVFR's fire chief and city manager should have, as a management right, the ability to determine whether to meet staffing needs with overtime or additional employees, as they are charged with managing the department's budget and resources.

Cost/Benefit and Efficiencies in 24/7 Staffing Model

Traditionally, the fire service has staffed equipment at the same level for all hours of a 24-hour period regardless of the demand (uniform staffing). The LVFR utilizes 24-hour shifts for all full-time fire suppression and EMS rescue units. There are a number of advantages to using a 24-hour shift schedule. The schedule is relatively easy to administer (since it requires only one shift change), the uniform staffing enhances team integrity, and the schedule generally requires three platoons, which reduces the total number of FTEs needed to meet minimum shift staffing requirements. However, there are also a number of disadvantages, including potential fatigue levels and low incident productivity during evening and night hours. Fire and EMS response data from a large number of municipalities (ICMA research studies) have conclusively shown that about two-thirds of all calls for service take place during a 12-hour period during the day, with the remaining one-third spread over a 12-hour nighttime period.

Figure 20 and Table 9 illustrate LVFR's workload by hour of the day; the workload generally follows the pattern seen in other municipalities across the country.

FIGURE 20: Calls by Hour of Day

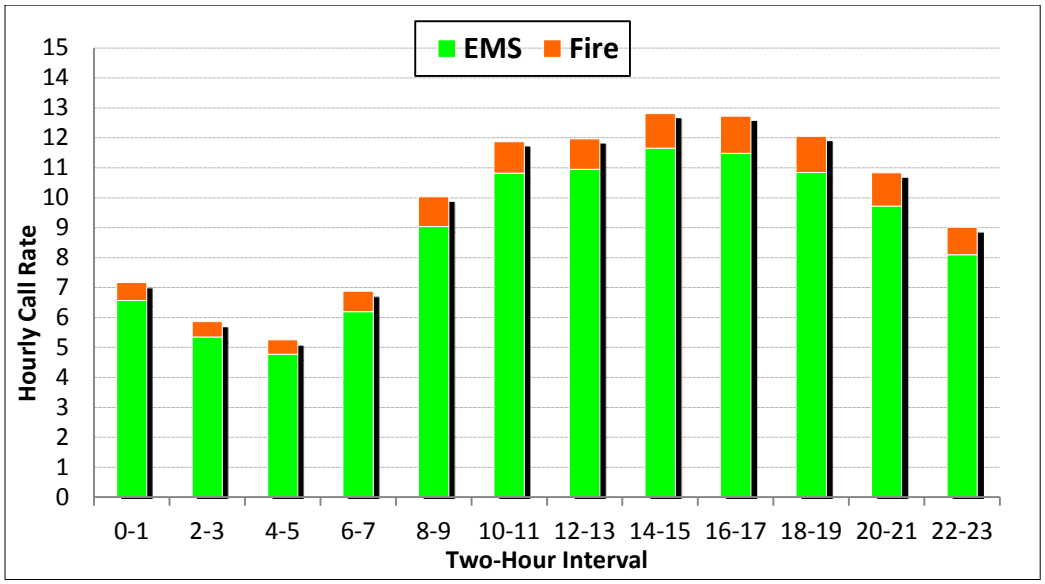


TABLE 9: Calls by Hour of Day

Two-Hour Interval	Hourly Call Rate		
	EMS	Fire	Total
0–1	6.6	0.6	7.2
2–3	5.3	0.5	5.9
4–5	4.8	0.5	5.2
6–7	6.2	0.7	6.9
8–9	9.0	1.0	10.0
10–11	10.8	1.1	11.9
12–13	10.9	1.0	12.0
14–15	11.6	1.2	12.8
16–17	11.5	1.2	12.7
18–19	10.8	1.2	12.1
20–21	9.7	1.1	10.8
22–23	8.1	0.9	9.0
Calls per Day	**210.9**	**22.0**	**232.9**

Note: Average calls per day shown are the sum of each column multiplied by two, since each cell represents two hours.

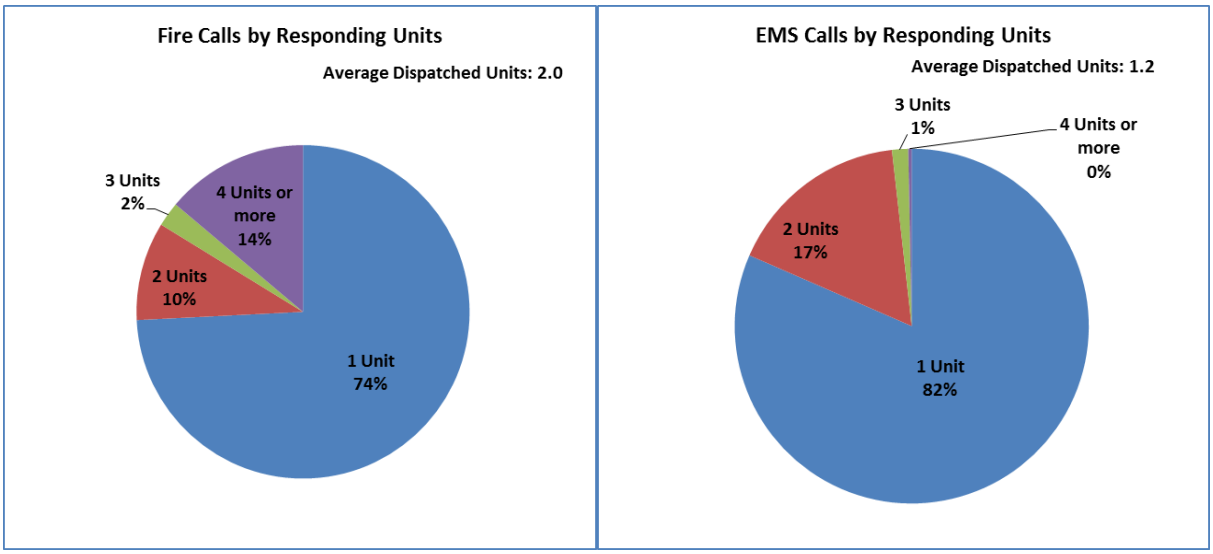
As shown in the above figure and table,

- Hourly call rates were highest between 10:00 a.m. and 8:00 p.m., averaging between 11.9 call and 12.8 calls per hour.
- Call rates were lowest between midnight and 8:00 a.m., averaging fewer than 8 calls per hour.

The recent downturn of the economy and subsequent fiscal issues for local governments have forced communities to look at alternative staffing options for their fire departments, including staffing that is based on the demand for service as determined by how many calls for service are expected at different times of the day. Law enforcement agencies have used differential staffing for many years, in recognition of a far greater need for higher staffing levels on Friday at midnight than on Sunday morning at 10:00 a.m., for instance. Similar demand-based, or dynamic, staffing in the LVFR may be of great benefit to the city of Las Vegas.

In addition to the traditional 24/7 staffing currently deployed by the LVFR, an alternative for consideration is a staffing arrangement that utilizes fewer personnel at night by having some employees and assets deploy during the peak call period. As discussed, between the hours of 10:00 a.m. and 8:00 p.m. the call volume is at its greatest. Twelve-hour staffing can be deployed at any time during this period (e.g., 8:00 a.m. to 8:00 p.m. or10:00 a.m. to 10:00 p.m.). As this will reduce the number of units deployed during the off-peak hours, it is important to consider how many units are normally assigned to incidents. Figure 21 illustrates number of units assigned to both fire and EMS calls. From these pie charts, one can clearly see that on the largest percentage of both fire and EMS responses, LVFR deploys only one unit.

FIGURE 21: Number of Units Dispatched to Calls



Some pertinent information can be derived from this figure:

- Overall, four or more units were dispatched to 2 percent of calls.
- On average, 2.0 units were dispatched per fire category call.
- For fire category calls, one unit was dispatched 74 percent of the time, two units were dispatched 10 percent of the time, three units were dispatched 2 percent of the time, and four or more units were dispatched 14 percent of the time.
- For structure fire calls, four or more units were dispatched 87 percent of the time.

- For outside fire calls, one unit was dispatched 89 percent of the time.
- On average, 1.2 units were dispatched per EMS call.
- A total of 15,382 EMS calls (20 percent) had no (0) rescue unit dispatched and were responded by fire apparatus deployed as Medical First Response (MFR). For 59,800 EMS calls (77 percent), one rescue unit was dispatched to the call. For 1,842 EMS calls (2 percent), two rescue units were dispatched to the call. For 161 EMS calls, three to five ambulances were dispatched to the same call.

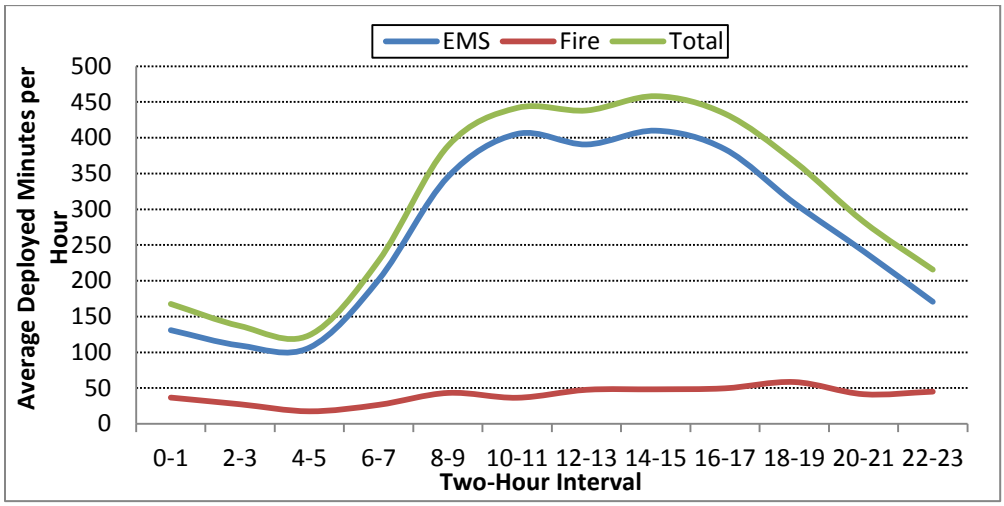
An additional consideration when considering peak-load 12-hour staffing is deployment time by hour of day. When linked to the number of calls per hour and number of units dispatched to incidents, this data set can provide decision makers a bigger picture from which to make a staffing and deployment change. Table 10 and Figure 22 depict deployed minutes by all LVFR units by hour of day.

TABLE 10: Deployed Minutes by Hour of Day

Two-Hour Interval	EMS	Fire	Total
0–1	130.9	36.7	167.6
2–3	109.5	27.3	136.7
4–5	106.5	17.5	123.9
6–7	201.4	26.5	227.9
8–9	345.2	43.2	388.4
10–11	405.3	36.4	441.7
12–13	390.6	47.5	438.1
14–15	409.9	48.2	458.1
16–17	384.0	49.6	433.5
18–19	308.7	58.4	367.0
20–21	241.3	41.4	282.6
22–23	170.7	45.0	215.6
Daily Total	**6,407.6**	**955.0**	**7,362.6**

Note: Daily totals shown equal the sum of each column multiplied by two, since each cell represents two hours.

FIGURE 22: Deployed Minutes by Hour of Day



The following observations can be made from the above figures:

- Hourly deployed minutes were the highest between 10:00 a.m. and 6:00 p.m., averaging between 434 minutes (7 hours and 14 minutes) and 458 minutes (7 hours and 38 minutes).

- Hourly deployed minutes were the lowest between midnight and 6:00 a.m., averaging between 124 minutes (2 hours and 4 minutes) and 168 minutes (2 hours and 48 minutes).

Implementing peak-load 12-hour staffing for fire suppression and EMS units is an alternative for LVFR to consider. Based on the data analysis, ICMA recommends this alternative be further explored by the city.

Recommendations:

- The department should explore demand-based staffing through a combination of 12-hour and 24-hour shifts with a focus on efficiencies in annual personnel costs, fuel and maintenance savings, and maximal effectiveness in the delivery of services.

- The fire department should maintain at all times the additional staffing to ensure that the maximum 9 percent authorization of relief employees permitted by the CBA is met. The department should continue its efforts to remove the prohibition completely from future CBAs and reserve the right to manage the staffing of the department.

Human Resources

The Las Vegas Department of Human Resources is responsible for all personnel-related issues in the city. The deputy chief/fire marshal manages the administration section that is responsible for liaison with the city's department of human resources and the IAFF. This responsibility includes recruitment, testing, classification, promotions, discipline, and staff development. The administration section includes three personnel: a payroll assistant and two office specialists. In addition, the section coordinates with the department of human resources on the development of

position action requests (new hires), revising job descriptions, handling workers compensation claims, managing the light duty or modified duty program, and coordination with the civil service board. The section is also custodian of all of the department's records, including the employee discipline record system, and serves as liaison to other city departments, such as the legal department and purchasing, as well as external agencies germane to the human resources division's responsibilities.

The workload of this section (human resources) occupies 65 to 75 percent of the fire marshal's time. Because of this, to the ICMA team this section seems organizationally out of place in the fire prevention, code enforcement, fire engineering, and public education/public information division.

For purposes of placement on an eligibility list, candidates are required to successfully pass a written exam and the national Candidate Physical Ability Test (CPAT). CPAT is a best practice. Once the list is certified by the Civil Service Board, candidates are eligible to proceed with additional testing components, including an oral interview, a background investigation, and a suitability assessment, which are used in the final selection process. Once selected, candidates are also required to successfully pass a pre-placement medical physical and drug screening. The administration of each testing component is listed below:

- **Written exam:** Test materials are developed and provided by the selected vendor, Fire and Police Selection Incorporated (FPSI); the test is facilitated by human resources recruitment staff and fire services personnel.

- **CPAT:** Historically the CPAT was facilitated by human resources recruitment staff and fire services personnel. Due to an inability to staff this intensive process, candidates who participated in the 2010 testing were required to obtain a CPAT card from one of three agencies: the National Testing Network, California Firefighter Joint Apprenticeship Committee, or the Utah Valley Emergency Services. Candidates were reimbursed by the city of Las Vegas for the cost of the testing only.

- **Oral interview:** The interview is facilitated by human resources recruitment staff and fire services command staff.

- **Background investigation:** The background investigation is conducted by city of Las Vegas detention and enforcement investigators.

- **Suitability assessment:** This element of the process is contracted with an outside psychologist.

- **Medical/physical examination:** This is conducted by fire services medical staff.

- **Drug screening:** Drug screening is contracted with an outside laboratory, Quest Diagnostics.

The most recent test for firefighter trainees was conducted in January 2010. The classification specification or job description was provided to FPSI; however, the knowledge, skills and abilities

(KSAs) needed for the job were not validated as the classification specifications had not changed since the last test in 2006. The reliability and validity of the test was confirmed by FPSI, however, which is a best practice. According to FPSI, the reliability of the test was calculated at 0.926 using Cronbach's Alpha formula, which is an excellent test reliability reading. Specifically, the Tualatin Valley Fire and Rescue and Las Vegas Fire & Rescue participated in the validation process. Additionally, the test has been given to tens of thousands of candidates with no reported problems.

National standards allow candidates a total of eight weeks to participate in orientation, two practice runs, and final testing. The city of Las Vegas complies with all national requirements and allows candidates to utilize the entire eight-week timeframe.

The department helps promote eligible employees through an officer development program prior to testing for engineer, captain, and battalion chief positions. Once testing is completed and the eligibility list of candidates is approved by the Civil Service Board, the fire chief may pick from the top five candidates on the list. Assessment centers are part of the captain and battalion chief testing process. In 2008 the department initiated a Las Vegas Fire College program to help educate and professionally advance its employees, but this effort was discontinued when key staff directing the program retired. The city does have a tuition reimbursement program to help all city employees continue their formal education.

Any recruitment, hiring, promotion, and other human resource functions must be in line with federal labor laws, including the Fair Labor Standards Act (which has applied to public-sector workers since 1985), Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. The city has not been held in violation of these federal employment laws.

Succession Planning

The LVFR appears to have no clear organizational succession plan, career path training model, or expectations designed to help prepare middle and senior managers for advancement in the organization. Succession planning is a systematic approach to developing potential successors so as to ensure organizational leadership stability. Successful succession planning identifies, develops, and nurtures potential future leaders. Succession planning is critical to the long-term success of any organization, particularly a complex organization like the LVFR.

Critical to the success of succession planning is the engagement and commitment of the senior leaders to the program, as well as a commitment of other members of the organization to their own personal and professional development. To be a part of the succession plan, one must commit to one's own professional development process to be able to compete for and fill critical organizational leadership roles.

Employee Turnover

Turnover among fire and rescue department employees was consistent over the past four years, but the actual number was high in comparison to other city departments (except in 2010 when the city was experiencing a severe recession). Table 11 depicts this comparison.

To deal with the downturn in the economy, the city offered three types of separation agreements—a voluntary separation program, a separation incentive program, and a special separation agreement for IAFF affiliated employees—that were used in the reduction of citywide staffing. Many of the staff that left the city participated in one of these separation programs. Each of these programs provided a financial incentive, based on a percentage of base salary and the number years of service, of up to $40,000 to separate from city employment. Employees covered under the fire CBAs after one year of service could receive $30,000 in cash or $20,000 plus one year paid COBRA.

TABLE 11: Employee Turnover Comparison

	2009	2010	2011	2012	Total
Fire separations	10	15	16	15	56
Public safety separations	2	15	16	11	44
All other separations	5	53	14	5	77
Total	17	83	46	31	177

Analysis of Leave

Table 12 shows the various leave usage (time not worked) for FY 2011 and 2012 in every department and office in the city. The total hours of sick leave used by the fire department in 2011 and 2012—81,460 and 73,243 hours, respectively—were the highest of any city department. As compared to other departments and offices, on a percentage basis the fire department was highest in 2011 at 4.8 percent of total available time (time worked plus time not worked) and third highest in 2012 at 4.3 percent. Only the two small offices of the auditor and city clerk, where one sick employee can make a large percentage difference, were higher in 2012. Overall, excluding fire employees, the use of sick leave for city employees in 2011 was 2.9 percent, or 40 percent lower than for fire employees and in 2012 was 3.1 percent, or 28 percent lower than for fire employees.

Similarly, in the usage of annual leave the charts depict that fire employees use a higher percentage of this type of leave than the rest of the city's employees. In 2011, fire employees used 10.8 percent of their total available time for annual leave as compared to other employees who used 5.4 percent. In 2012, fire employees again used 10.8 percent of their available time as compared to 5.9 percent for all other city employees.

In no other leave category did fire employees differ from all other city employees other than in sick and annual leave usage.

TABLE 12: City of Las Vegas Leave Usage Comparison by Division/Department

Fiscal Year 2011

	Time Not Worked																								
	FMLA		Holiday		Military		Sick		TILO		Vacation		WC		Jury Duty		Admin Leave		LWOP		Time Worked (excl OT &CB)		Total Time Worked + Non Worked (excl OT & CB)	OT & Callback	
Dept	Hours	%	Hours	%	Hours	%	Hours	%	Hours	%	Hours	%	Hours	%	Hours	%	Hours	%	Hours	%	Hours	%	Hours	Hours	%
Auditors Office	-	0.0%	636.00	5.0%	-	0.0%	268.50	2.1%	-	0.0%	638.00	5.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	11,232.50	87.9%	12,775.00	-	0.0%
Building & Safety	397.55	0.4%	4,448.60	4.5%	-	0.0%	3,353.34	3.4%	102.80	0.1%	7,059.90	7.1%	17.50	0.0%	9.50	0.0%	72.00	0.1%	30.96	0.0%	83,800.35	84.4%	99,292.50	1,065.20	1.1%
City Attorney	707.82	0.6%	5,142.00	4.6%	382.00	0.3%	3,621.56	3.2%	4.00	0.0%	5,933.52	5.3%	-	0.0%	25.00	0.0%	446.50	0.4%	178.72	0.2%	95,555.30	85.3%	111,996.42	30.00	0.0%
City Clerk	222.75	0.6%	1,880.00	5.0%	-	0.0%	1,273.07	3.4%	61.34	0.2%	1,602.39	4.3%	-	0.0%	-	0.0%	62.31	0.2%	3.11	0.0%	32,357.53	86.4%	37,462.50	75.02	0.2%
City Manager	-	0.0%	702.00	4.6%	-	0.0%	578.00	3.8%	-	0.0%	969.00	6.3%	-	0.0%	-	0.0%	28.00	0.2%	200.00	1.3%	12,891.00	83.9%	15,368.00	-	0.0%
City Council	280.00	0.6%	1,436.00	3.3%	-	0.0%	997.75	2.3%	-	0.0%	1,334.00	3.0%	-	0.0%	40.00	0.1%	164.00	0.4%	2,154.00	4.9%	37,448.25	85.4%	43,854.00	-	0.0%
Detention & Enforcement	16,222.90	2.2%	8,108.75	1.1%	6,799.50	0.9%	21,227.79	2.9%	13,928.70	1.9%	51,755.30	7.1%	4,136.25	0.6%	58.25	0.0%	3,656.25	0.5%	4,618.31	0.6%	597,030.09	82.1%	727,542.09	35,030.76	4.8%
Economic Urban Dev	284.16	0.5%	2,305.00	4.4%	-	0.0%	2,175.75	4.2%	176.98	0.3%	2,801.70	5.4%	-	0.0%	37.00	0.1%	52.00	0.1%	134.56	0.3%	44,120.86	84.7%	52,088.01	23.00	0.0%
Finance	2,926.04	2.0%	7,024.00	4.8%	-	0.0%	4,455.76	3.0%	65.59	0.0%	8,541.70	5.8%	122.14	0.1%	39.50	0.0%	135.50	0.1%	497.95	0.3%	122,925.68	83.8%	146,733.86	34.15	0.0%
Fire	26,197.25	1.5%	16,581.50	1.0%	1,233.96	0.1%	81,460.00	4.8%	6,152.88	0.4%	183,538.92	10.8%	10,668.49	0.6%	324.80	0.0%	1,431.50	0.1%	2,000.97	0.1%	1,366,700.94	80.6%	1,696,291.21	295,646.58	17.4%
Human Resources	964.75	1.3%	3,229.00	4.3%	-	0.0%	1,917.47	2.5%	38.00	0.1%	4,129.68	5.4%	4.50	0.0%	96.00	0.1%	102.00	0.1%	99.00	0.1%	65,306.89	86.1%	75,887.29	93.50	0.1%
Information Technologies	628.47	0.4%	7,656.50	5.1%	-	0.0%	5,031.76	3.4%	682.56	0.5%	7,303.03	4.9%	146.00	0.1%	92.00	0.1%	39.50	0.0%	421.20	0.3%	127,993.98	85.3%	149,995.00	906.30	0.6%
Mayor's Office	470.00	6.3%	280.00	3.7%	-	0.0%	105.00	1.4%	-	0.0%	228.00	3.0%	-	0.0%	-	0.0%	24.00	0.3%	-	0.0%	6,373.00	85.2%	7,480.00	-	0.0%
Municipal Court	8,387.04	2.7%	11,795.10	3.9%	241.00	0.1%	8,939.11	2.9%	430.80	0.1%	17,184.12	5.6%	796.45	0.3%	81.82	0.0%	582.00	0.2%	3,882.32	1.3%	253,552.13	82.9%	305,871.89	1,303.52	0.4%
Cultural Affairs	16.50	0.0%	1,623.00	2.7%	-	0.0%	1,081.25	1.8%	143.85	0.2%	2,007.65	3.4%	64.50	0.1%	16.00	0.0%	28.00	0.0%	16.00	0.0%	54,152.76	91.6%	59,149.51	635.00	1.1%
Communications	960.00	2.2%	2,200.00	4.9%	-	0.0%	1,469.83	3.3%	55.75	0.1%	2,461.03	5.5%	11.50	0.0%	37.50	0.1%	8.00	0.0%	11.87	0.0%	37,386.52	83.8%	44,602.00	159.75	0.4%
Operations & Maintenance	10,210.22	1.4%	37,250.00	5.2%	265.00	0.0%	24,934.23	3.5%	1,945.70	0.3%	41,053.28	5.8%	2,143.20	0.3%	578.00	0.1%	725.67	0.1%	6,176.48	0.9%	587,721.76	82.4%	713,003.54	8,805.06	1.2%
Admin Svcs	60.83	0.2%	1,792.00	4.8%	-	0.0%	434.19	1.2%	69.00	0.2%	1,457.83	3.9%	-	0.0%	-	0.0%	79.00	0.2%	16.81	0.0%	33,442.34	89.5%	37,352.00	503.00	1.3%
Planning	2,137.12	1.6%	7,038.00	5.1%	-	0.0%	4,690.52	3.4%	181.85	0.1%	7,275.92	5.3%	-	0.0%	29.17	0.0%	399.75	0.3%	86.71	0.1%	115,641.97	84.1%	137,481.01	136.93	0.1%
Parks, Rec & NS	3,929.33	0.6%	14,495.50	2.1%	99.00	0.0%	9,708.07	1.4%	1,207.17	0.2%	17,032.60	2.4%	224.50	0.0%	116.00	0.0%	353.71	0.1%	1,095.22	0.2%	650,670.63	93.1%	698,931.73	1,702.25	0.2%
Public Works	7,075.54	1.2%	24,715.00	4.4%	-	0.0%	19,845.54	3.5%	3,484.42	0.6%	36,949.86	6.5%	1,297.10	0.2%	233.50	0.0%	308.50	0.1%	160.50	0.0%	473,578.20	83.4%	567,648.16	6,276.13	1.1%
Total	82,078.27	1.4%	160,337.95	2.8%	9,020.46	0.2%	197,568.49	3.4%	28,731.39	0.5%	401,257.43	7.0%	19,632.13	0.3%	1,814.04	0.0%	8,698.19	0.2%	21,784.69	0.4%	4,809,882.68	83.8%	5,740,805.72	352,426.15	6.1%
Total excluding Fire	55,881.02	1.4%	143,756.45	3.6%	7,786.50	0.2%	116,108.49	2.9%	22,578.51	0.6%	217,718.51	5.4%	8,963.64	0.2%	1,489.24	0.0%	7,266.69	0.2%	19,783.72	0.5%	3,443,181.74	85.1%	4,044,514.51	56,779.57	1.4%

Fiscal Year 2012

	Time Not Worked																								
	FMLA		Holiday		Military		Sick		TILO		Vacation		WC		Jury Duty		Admin Leave		LWOP		Time Worked (excl OT &CB)		Total Time Worked + Non Worked (excl OT & CB)	OT & Callback	
Dept	Hours	%	Hours	%	Hours	%	Hours	%	Hours	%	Hours	%	Hours	%	Hours	%	Hours	%	Hours	%	Hours	%	Hours	Hours	%
Auditors Office	-	0.0%	698.00	5.6%	-	0.0%	613.50	4.9%	-	0.0%	834.50	6.7%	-	0.0%	4.00	0.0%	-	0.0%	-	0.0%	10,330.00	82.8%	12,480.00	-	0.0%
Building & Safety	1,583.55	0.9%	7,196.50	4.1%	-	0.0%	7,386.97	4.2%	158.12	0.1%	15,011.58	8.6%	14.92	0.0%	55.00	0.0%	1,112.00	0.6%	18.70	0.0%	142,654.26	81.4%	175,191.60	1,135.75	0.6%
City Attorney	721.63	0.7%	5,527.20	5.0%	980.00	0.9%	3,378.50	3.1%	137.35	0.1%	5,847.47	5.3%	4.00	0.0%	10.00	0.0%	268.50	0.2%	214.40	0.2%	93,568.94	84.6%	110,657.99	315.00	0.3%
City Clerk	89.00	0.2%	1,990.00	4.7%	-	0.0%	1,978.65	4.7%	77.83	0.2%	2,081.67	4.9%	-	0.0%	5.00	0.0%	183.25	0.4%	12.00	0.0%	35,920.35	84.8%	42,337.75	67.75	0.2%
City Manager	220.00	1.3%	941.50	5.6%	-	0.0%	120.50	0.7%	-	0.0%	674.50	4.0%	-	0.0%	4.00	0.0%	-	0.0%	12.00	0.1%	14,964.50	88.4%	16,937.00	-	0.0%
City Council	114.22	0.3%	1,460.00	3.7%	-	0.0%	776.67	2.0%	-	0.0%	1,362.83	3.5%	-	0.0%	-	0.0%	13.00	0.0%	270.28	0.7%	35,083.00	89.8%	39,080.00	2.00	0.0%
Detention & Enforcement	13,938.97	2.0%	7,158.37	1.0%	7,454.00	1.1%	20,106.47	2.9%	15,894.89	2.3%	47,461.68	6.9%	3,933.04	0.6%	31.00	0.0%	2,896.00	0.4%	2,450.78	0.4%	564,088.20	82.3%	685,413.40	38,902.55	5.7%
Economic Urban Dev	718.26	0.9%	3,454.50	4.4%	-	0.0%	2,727.55	3.4%	151.75	0.2%	5,029.26	6.3%	-	0.0%	61.50	0.1%	247.00	0.3%	450.03	0.6%	66,513.17	83.8%	79,353.02	652.75	0.8%
Finance	819.83	0.6%	6,688.00	4.8%	-	0.0%	4,714.47	3.4%	25.86	0.0%	7,929.05	5.7%	52.75	0.0%	86.00	0.1%	515.00	0.4%	86.87	0.1%	118,937.64	85.0%	139,855.47	103.25	0.1%
Fire	24,730.47	1.5%	15,618.00	0.9%	6,110.00	0.4%	73,243.29	4.3%	6,969.54	0.4%	183,425.22	10.8%	6,564.75	0.4%	403.50	0.0%	3,072.50	0.2%	2,667.14	0.2%	1,373,676.16	81.0%	1,696,480.57	282,548.55	16.7%
Human Resources	675.30	0.9%	3,287.00	4.2%	-	0.0%	2,037.71	2.6%	36.39	0.0%	3,157.54	4.0%	-	0.0%	23.00	0.0%	1,664.00	2.1%	20.56	0.0%	67,098.37	86.0%	77,999.87	36.50	0.0%
Information Technologies	361.50	0.3%	6,403.00	4.5%	-	0.0%	5,627.74	4.0%	791.66	0.6%	7,922.56	5.6%	3.00	0.0%	25.50	0.0%	659.50	0.5%	525.11	0.4%	118,946.06	84.2%	141,265.63	2,649.13	1.9%
Mayor's Office	-	0.0%	350.00	4.2%	-	0.0%	154.00	1.9%	-	0.0%	26.50	0.3%	-	0.0%	-	0.0%	-	0.0%	74.00	0.9%	7,633.50	92.7%	8,238.00	-	0.0%
Municipal Court	5,922.92	2.0%	11,392.98	3.8%	228.00	0.1%	9,573.60	3.2%	203.56	0.1%	19,083.75	6.3%	151.00	0.1%	230.42	0.1%	1,969.50	0.7%	2,347.28	0.8%	250,710.43	83.1%	301,813.44	1,354.23	0.4%
Cultural Affairs	148.50	0.3%	2,074.50	3.7%	-	0.0%	1,416.50	2.5%	62.00	0.1%	2,825.25	5.0%	490.25	0.9%	-	0.0%	192.00	0.3%	152.00	0.3%	49,353.45	87.0%	56,714.45	900.50	1.6%
Communications	840.00	2.0%	2,231.00	5.2%	-	0.0%	1,656.60	3.9%	-	0.0%	2,328.57	5.5%	10.30	0.0%	-	0.0%	79.80	0.2%	418.68	1.0%	34,963.55	82.2%	42,528.50	429.30	1.0%
Operations & Maintenance	10,207.15	1.4%	40,581.00	5.5%	355.50	0.0%	29,830.98	4.1%	1,810.78	0.2%	47,486.42	6.5%	2,291.08	0.3%	278.40	0.0%	3,906.00	0.5%	3,662.75	0.5%	593,502.73	80.9%	733,912.79	8,087.91	1.1%
Admin Svcs	32.50	0.1%	1,900.50	5.0%	-	0.0%	801.50	2.1%	-	0.0%	1,791.50	4.7%	-	0.0%	2.00	0.0%	259.50	0.7%	-	0.0%	33,393.50	87.5%	38,181.00	535.50	1.4%
Planning	2,579.85	2.1%	5,706.50	4.7%	-	0.0%	3,377.60	2.8%	56.12	0.0%	7,542.11	6.2%	-	0.0%	14.25	0.0%	699.25	0.6%	660.63	0.5%	100,406.19	83.0%	121,042.50	3.50	0.0%
Parks, Rec & NS	3,832.12	0.6%	9,395.50	1.5%	200.00	0.0%	7,859.78	1.3%	1,367.94	0.2%	14,154.22	2.3%	90.00	0.0%	204.50	0.0%	915.50	0.1%	1,594.99	0.3%	582,275.22	93.6%	621,889.77	3,389.75	0.5%
Public Works	4,804.33	1.0%	17,234.00	3.6%	-	0.0%	18,420.35	3.9%	1,999.06	0.4%	38,077.09	8.0%	808.42	0.2%	144.00	0.0%	2,691.50	0.6%	282.67	0.1%	392,793.05	82.3%	477,254.47	5,878.70	1.2%
Total	72,340.10	1.3%	151,288.05	2.7%	15,327.50	0.3%	195,802.93	3.5%	29,742.85	0.5%	414,053.27	7.4%	14,413.51	0.3%	1,582.07	0.0%	21,343.80	0.4%	15,920.87	0.3%	4,686,812.27	83.4%	5,618,627.22	346,992.62	6.2%
Total excluding Fire	47,609.63	1.2%	135,670.05	3.5%	9,217.50	0.2%	122,559.64	3.1%	22,773.31	0.6%	230,628.05	5.9%	7,848.76	0.2%	1,178.57	0.0%	18,271.30	0.5%	13,253.73	0.3%	3,313,136.11	84.5%	3,922,146.65	64,444.07	1.6%

A closer review of individual fire employee usage of sick leave time revealed that a significant number of fire employees (18 percent), especially those serving in suppression and in communications, used sick leave time on weekends and holidays. Specifically, 120 employees used four or more sick days on weekends and holidays; 85 employees used five or more sick days; 59 employees used six or more; and 48 used seven or more. Of these repetitive weekend and holiday sick day users only eight were found to have long-term illnesses or recovery.

Analysis of Overtime

Overtime in the LVFR has been used, as a matter of city policy, to meet CBA leave staffing requirements. As discussed earlier in this report and reiterated here, 12 percent of operational positions (captain, engineer, firefighter/paramedic, and firefighter) for the fire suppression division are allowed off each day for earned vacation leave. An additional two personnel are allowed off under the same CBA for birthday leave per shift in the fire suppression division. The CBA dictates that, to backfill these potential vacancies, the department can only over-hire the equivalent of 9 percent (FTEs) of the number of assigned unit positions for captain, engineer, firefighter/ paramedic, and firefighter assigned to each platoon.[36] Remaining vacation, subsequent sick leave, and other leave is filled with overtime. Should one, two, or all three 56-hour battalion chiefs desire leave, they may be granted vacation leave as well as long as qualified replacements are available. This increases the number of replacement personnel for the day, thus increasing the use of overtime.

City management calculated that the incremental salary and benefit expenditures for each new employee would be higher than if existing employees were asked to work overtime and has elected in some cases to not fill vacancies but rather utilize overtime for staffing requirements. This policy and the CBA have resulted in high overtime costs over the past several years, as shown in Table 13. It is important to note that the overtime is trending down from FY 2010 to 2012. The current CBA did include a concession by the IAFF to increase the over-hire staffing from 8 percent to 9 percent in FY 2012.

TABLE 13: Fire/EMS Operations Overtime

Operations Division	FY09	FY10	FY11	FY12
Overtime	$11,284,671	$11,666,722	$11,522,546	$10,876,829
TILO earned	11,606	8,854	2,179	1,297
FLSA overtime	334,393	344,642	337,507	342,469
Callback	1,319,929	1,111,032	946,597	981,665

The policy to not fill vacancies and the restrictions in management's ability to over-hire through the CBA has also led to distortions in how overtime has been used. An internal study done by a city analyst makes clear that more than one-third of overtime was incurred by employees that were on

[36] Collective Bargaining Agreement, Non-Supervisory, between the City of Las Vegas, NV, and IAFF Local 1285, June 26, 2011–June 23, 2012.

paid time-off status.[37] This FY 2011 report calculates that only 64 percent of overtime was earned on actual time worked, 35 percent was paid to employees that had prior days off. This situational misuse of combining paid time off to receive "unearned" overtime pay is codified in the CBA.

Employee Relations Programs

The fire administration section administers the department's positive discipline program. This program is designed to recognize good employees, as well as to resolve behavioral problems through an informal positive discipline (coaching, training, obstacle removal, feedback, consequences, and counseling) and a formal discipline process (investigation, administrative hearing, disciplinary meeting, and documentation). The underlying theory of positive discipline is that when supervisors and employees work together most problems can be resolved informally without having to resort to formal disciplinary measures.

The LVFR has a nationally recognized firefighter wellness program, a best practice. It is administered in the operations division, under Dr. David Slattery, who is the deputy chief for EMS. The firefighters' wellness program has two parts. The department has a dedicated physician whose main task is to conduct annual physicals on all fire personnel eligible for coverage under the Nevada presumptive benefits statutes, record those annual results, and work with individual personnel to improve their overall fitness and wellness. Working with this physician-directed program, the city has a health and wellness committee made up of fire personnel who meet on a regular basis to address health and safety concerns.

The second part of the wellness program is the assignment of a full-time wellness coach from Wellness Coaches USA to provide one-on-one coaching and counseling on all aspects of health and fitness. The coach assigned to LVFR is formally educated in exercise physiology and has several years of experience in assisting individuals to improve their weight, blood pressure, BMI, cardio-fitness, nutrition, etc.

The wellness program has no direct involvement in any substance abuse program. If an individual from fire and rescue services, or any other department in the city, self-identifies as having a concern regarding substance abuse, or shows evidence of having such a problem, supervisory personnel have been instructed to refer the individual to Mines & Associates, the city's employee assistance provider, for professional assistance.

Training and Education

Training and education is provided to LVFR members at several levels and covers a wide array of topics to include fire suppression, EMS, technical rescue, hazardous materials, health and safety, human resources, and fire prevention to name many of the topics. LVFR uses several media to deliver this training, which helps the department meet the needs of its many members across decentralized work sites. Delivery modes include computer-based training, hands-on practical training, multi-company fire suppression and EMS training, one-on-one EMS training with the medical director, and use of the training center facility for more formalized company and topic- or course-specific training programs.

[37] Tracy Gourley, Overtime Analysis, April 19, 2011.

At the specific company level, company training (individual member and combined company) is carried out on a daily basis. This training, scheduled throughout the year, includes fourteen separate topics—EMS, fire, driving and operating equipment, technical rescue, and safety, to name a few. This training is recorded for the purpose of tracking individual and company hours. The training is also reviewed each time the organization completes a review for ISO and CPSE accreditation.

ICMA performed two separate site visits of the Fire Training Center located at 633 North Mojave Road and found a modern, state-of-the-art, 11,186-square-foot building purposed and well utilized. The training center as well as responsibility for department training currently rests with a battalion chief. Figure 23 outlines, for example, some of these responsibilities.

FIGURE 23: Sample Training Center Responsibilities

Las Vegas Fire Department Training Standing Operating Procedure: 801.01-801.04

- Is responsible for the research and development of the Driver/Operator Program.
- To design correct procedures for all applicable apparatus on the Fire Department.
- To develop and distribute training materials to participants in the program. Updating those training materials when needed.
- To keep up-to-date records of all participants in the program and notify personnel of requirements for recertification, and license requirements.
- To evaluate performance of all participants in the program.
- To issue certification of successful completion of the program.
- To notify and verify pertinent information about the program and its participants, to other divisions within the Fire Department and other departments within the City or State."

ICMA's review concludes that LVFR has a solid online training program coupled with face-to face topical EMS and fire training. The EMS medical director personally meets face-to-face with every paramedic and EMT four times a year in what is called EMS Roundtable. This unique face-to face training is a best practice. The department captures training hours and records electronically, but this is not done 100 percent of the time. The department is transitioning to a new system for cataloging training records and hours and is currently in the decision-making process with regard to how training records will be tracked.

An additional program of the fire training staff is the LVFR's Citizens Fire Academy, an exemplary education program that uses a hands-on approach to teaching citizens about the operations of the fire service and instills public confidence in the department. Participants learn basic first aid and cardiopulmonary resuscitation (CPR), have an opportunity to ride with firefighters during real emergencies, and dedicate one day at the Fire Training Center to experience the use of the Jaws of Life and to wear firefighting protective clothing and handle a fire hose while going through a simulated building fire.

Review of budget documents raised questions about how the cost of training is budgeted. The department has a $100+ million budget and nearly 700 personnel, but the training and development budget is only a few thousand dollars: $1,900 for FY2012 and $3,410 for FY2013. As of August 2012, the training and development division had spent $6,571.[38]

Recommendations

- The department should move the administration section from the Fire Prevention, Code Administration, Fire Engineering, and Public Education Division to the division that houses planning, finance, and logistics support.

- The department should hire a full-time administrative supervisor, proficient in human resource management, to direct the administration section's staff and programs. As an alternative, assign this component of the organization to the assistant chief position that the department is currently seeking to fill.

- The department should work with the local labor union to review the policy related to sick leave usage and absences with a goal of eliminating identified excessive use, and where this impacts overtime, seek ways to reduce this expenditure.

- City management should further analyze overtime usage, consider recommendations from the Gourley 2011 overtime analysis, and establish a policy that eliminates the potential of combining paid time off with overtime pay.

- The LVFR should develop and implement a succession planning process that identifies and develops future organizational leadership.

- The LVFR should ensure that there is a reliable and accurate system for tracking and retrieval of all department-level training and for recording and tracking the status of certification of all staff members.

- Proper cost allocation should be utilized to reflect true cost accounting for training. This allocation is currently available from the city's finance office using Oracle, but separating fire and EMS training costs in future budgets would enable more accurate accounting for each component and enable more effective planning.

[38] AllBudgetsFY12.pdf; AllBudgetsFY13.pdf (Org #13000 Fire Services).

Operational Analysis

Fire and EMS Operations

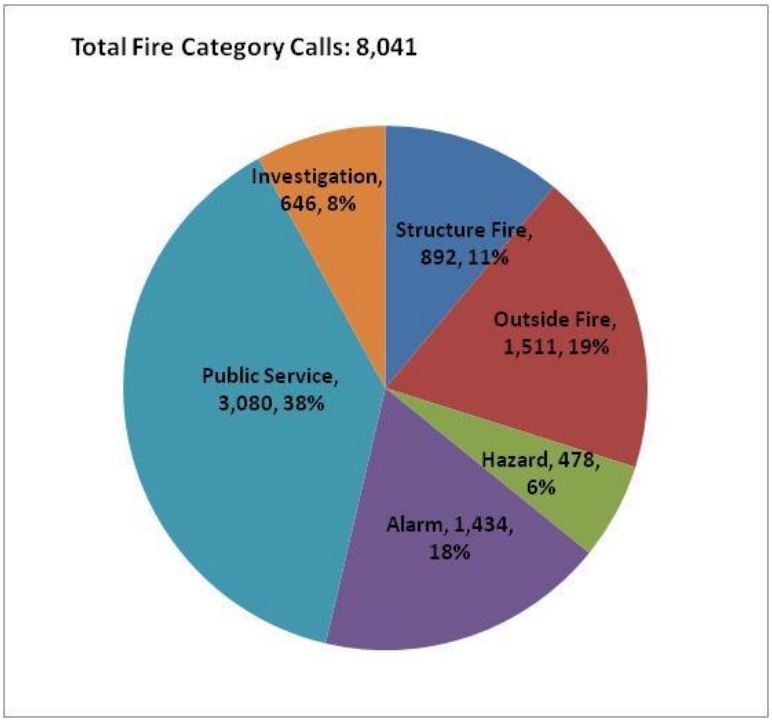
The LVFR, through analysis of risk, places predetermined amounts of personnel, equipment, and apparatus at the scene of any emergency to ensure life safety, property conservation, and incident stabilization. All suppression and specialty companies are staffed with a minimum of four firefighters, including an officer with the rank of captain. Rescues are staffed with two providers and respond to structure fires to assist in operations and provide medical care for injured firefighters and/or civilians. Table 14 depicts overall calls for the LVFR while Figure 24 illustrates the breakout of fire calls for the data analysis period (July 1, 2011–June 30, 2012).

Nationwide, fire departments are responding to more EMS calls and fewer fire calls, particularly fire calls that result in active firefighting operations by responders. Improved building construction, code enforcement, automatic sprinkler systems, and aggressive public education programs have contributed to a decrease in serious fires and, more importantly, fire deaths among civilians.

TABLE 14: Call Types

Call Type	Number of Calls	Calls per Day	Call Percentage
Cardiac and stroke	10,212	27.9	10.8
Seizure and unconsciousness	7,174	19.6	7.6
Difficulty breathing	7,390	20.2	7.8
Overdose and psychiatric	8,180	22.3	8.6
MVA	5,759	15.7	6.1
Fall and injury	15,087	41.2	15.9
Illness and other	23,383	63.9	24.7
EMS Total	**77,185**	**210.9**	**81.5**
Structure fire	892	2.4	0.9
Outside fire	1,511	4.1	1.6
Hazard	478	1.3	0.5
Alarm	1,434	3.9	1.5
Public service	3,080	8.4	3.3
Investigation	646	1.8	0.7
Fire Total	**8,041**	**22.0**	**8.5**
Automatic aid	9,494	25.9	10.0
Total	**94,720**	**258.8**	**100.0**

FIGURE 24: Fire Calls, by Type



The following observations can be made from the above table and figure:

- The department responded to an average of 258.8 calls per day, including 25.9 mutual aid calls.
- EMS calls for the year totaled 77,185 (81 percent of all calls), averaging 210.9 per day.
- Fire category calls for the year totaled 8,041 (8 percent of all calls), averaging 22.0 per day.
- Structure and outside fires calls combined accounted for 2,403 calls, an average of 6.5 calls per day.
- A total of 892 structure fire calls accounted for 11 percent of the fire category total.
- A total of 1,511 outside fire calls accounted for 19 percent of the fire category total.
- Alarm calls were 18 percent of fire calls.
- Hazardous condition calls were 6 percent of fire calls.
- Investigation calls were 8 percent of fire calls.
- Public service calls were 38 percent of fire calls.
- Automatic aid accounts for the remaining 10 percent of calls.

Fire Category Deployment/Workload

Fires in residential occupancies account for most of the working fires throughout the United States, and Las Vegas is no exception. Firefighters often consider fires in residential buildings as their mainstay fires, and subsequently they continue to train and develop operating procedures to make search, rescue, and suppression operations more efficient. The LVFR has developed a number of two- and four-minute drills to carry out the initial critical functions of a first arriving engine and truck company, often with the support of a rescue. These drills keep the members of the team focused and leave little room for doubt as to the role of each member. The operations are carried out with minimal direction with a focus on crew integrity and operational efficiency.

As shown in the overall data analysis above and contained further in this report, fire calls account for approximately 8.5 percent of the LVFR's emergency calls for service. For the analysis period, a total of 7,238 fire category calls (90 percent) lasted less than one hour; 704 fire category calls (9 percent) lasted between one and two hours; and 99 fire category calls (1 percent) lasted more than two hours. On average, there were a total of 2.2 fire category calls per day that lasted more than one hour.

A total of 892 structure fire calls accounted for 11 percent of the fire category total. According to National Fire Incident Reporting System (NFIRS) data provided to ICMA, which is completed by LVFR personnel, 265 fires were extinguished by fire department personnel, with the greatest number confined to the room of origin (Table 15). As shown in Table 16, property loss for the period of the analysis totaled $6,257,887. For calendar year 2011, communities with populations of 500,000-999,000 experienced an average fire property loss of $19,880,700[39].

TABLE 15: Fire Spread Analysis

Fire Spread	Number of Calls
Confined to object of origin	78
Confined to room of origin	278
Confined to floor of origin	19
Confined to building of origin	53
Beyond building of origin	7

TABLE 16: Property Loss Analysis

Property Loss	Number of Calls	Value	Average per Call
No	299	NA	$0
Yes	211	$6,257,887	$29,658

The LVFR uses a quasi-task-force model in which a four-person engine company and two-person rescue train together as a six-person team to place a hose line and a positive-pressure ventilation (PPV) fan at the doorway of a building within two minutes. Critical emergency medical events, particularly where CPR is initiated, are agency dependent upon the six-person suppression

[39] Michael Karter. "Fire Loss in the United States, 2011". *National Fire Protection Association* (Quincy, MA), 23.

unit/rescue team to simultaneously perform basic and advanced lifesaving procedures in concert with one another.

The LVFR categorizes fire responses by low, medium, high, and severe risks. Resource deployment to these incidents is as follows and is based on the department's standard of coverage:

- Low category, such as a small outside fire, would receive one engine.
- Medium category such as a single family dwelling receives three engines, one ladder truck, one rescue, and two battalion chiefs.
- High category such as a commercial building or multifamily apartment building receives four engines, one ladder truck, one rescue, one heavy rescue, two battalion chiefs, and an EMS coordinator.
- Severe category, such as a high-rise fire, receives five engines, two ladder trucks, one rescue, one heavy rescue, two battalion chiefs, and an EMS coordinator.

Strategy and tactics are defined by the LVFR Strategy and Tactics manual with input from the Southern Nevada Fire Operations Committee. Automatic (mutual) aid is utilized among Las Vegas, North Las Vegas, and Clark County. The responding departments work seamlessly, without regard for jurisdictional boundaries.

LVFR company officers are trained to make rapid fire decisions upon arrival at a fire scene. They must quickly size up the situation and make a decision as to which mode would be most effective. The choices are:

- **Quick attack mode:** The officer retains mobile command and enters the building with a crew of three to quickly affect a rescue and/or extinguish the fire.
- **Investigative mode:** The officer retains mobile command to check out the situation before committing resources.
- **Command mode:** The officer assumes command outside the environment that is immediately dangerous to life and health (IDLH), and the crew assists with command responsibilities, including the personnel accountability process as enough firefighters are assembled to make entry and commence offensive operations.

No firefighter is authorized to enter an IDLH environment alone and without supervision by an officer. One of the basic tenets of the four-person attack crew is that the engineer stays with the engine to operate the pump while the officer sizes up the situation, looks for hazards, and directs the crew within arms' reach. The same tenet holds true for truck companies: the engineer operates the aerial ladder while the officer and crew perform the functions of search, rescue, ventilation, and forcible entry concurrently.

Command is established at multiple-company incidents by a battalion chief, who is driven and assisted by an aide at the rank of fire captain. On medium-, high-, and severe-category fires, two

battalion chiefs respond: one as the incident commander and the other as deputy incident commander. The two command officers manage the scene from the front seats of the incident commander's vehicle. The task assignments of the aides on an incident include safety and reconnaissance. On second alarms the aide announces the staging area to incoming units, tracks the units on the ICS chart, operates the radio, calls roll for personnel accountability, establishes a staging area manager, establishes a communications plan, and communicates with the staging area manager to maintain a certain level of resources and manage the personnel accountability "passports."

The LVFR is the only fire agency in the Southern Nevada Fire Operations group that has battalion chief aides. LVFR command staff noted that mutual aid departments did not seem to be able to manage incidents as well without aides and cited deficiencies in the management of ICS and accountability boards when mutual aid battalion chiefs were in command of an incident. As the LVFR responds an additional battalion chief to all multi-company incidents, efficiencies may be found in repurposing these positions; the LVFR could still receive their assistance on those incidents where the expansion of the incident command staff is necessary.

Any repurposing strategy suggested in this report is focused on supporting the largest response area of the department—EMS. Currently there is only one EMS field program manager who supports EMS program field work on duty each 24-hour shift. Repurposing the battalion chief aids would allow the expansion of this program. Two aides per shift could be repurposed to establish a total of three EMS coordinators per shift, each working with one of three on-duty battalion chiefs but responsible for EMS program management for the battalion. In addition to responding to EMS calls where required, ideally, this person would also be available to respond to those fire calls where assistance to the incident commander is required.

As noted, the LVFR utilizes four-person staffing for engine, ladder, and specialty rescue companies. The question of how many firefighters are needed to appropriately staff a fire apparatus and assemble at the scene of a structure fire has long been debated. Various experts in the field of fire suppression operations have attempted to provide an answer, and standards have been created that identify staffing parameters for mitigating structure fires such as NFPA 1710 and 1720.

The issue is important in that it can have a profound effect on a number of components, including community and fire personnel safety, economic loss from fire, and the overall cost of providing fire protection. The problem with any jurisdiction adopting a national standard is that any such standard by definition does not take into account the various factors that affect a particular community. Community demand for fire service, the local fire risks, available funding and citizens' expectations are elements that must be identified before appropriate company size can be determined. A recent report released by the National Institute of Standards and Technology (NIST) concluded that while resource deployment was addressed in the context of a single structure type and risk level, public policy decisions are a function of many other factors. These include geography, local risks and hazards, and available resources, as well as community expectations (which the

report did not specifically address).[40] The NIST study concluded that time on task of delivering water in a residential structure fire decreases by 6 percent when staffing is reduced from four to three. This study also concluded that completing search and rescue tasks decreased by 5 percent when staffing was reduced from four to three.[41] Determining staffing levels should take all of these factors into consideration.

The data analysis reveals that actual firefighting by the LVFR does not account for the majority of on-duty work time. Rather, most of the on-duty time is spent preparing for emergency responses through equipment maintenance, training, physical fitness, area and building familiarization, pre-planning, and public education activities. Eating and sleeping are part of the normal 24-hour routine when assigned to a 56-hour-per-week work schedule; however, personnel are expected to be in a state of readiness at all times for emergency calls. Table 17 depicts actual LVFR workload for fire and EMS calls. Unit-by-unit workload is captured in the data analysis section included with this report.

TABLE 17: Total Fire and EMS Workload by Call Type

Call Type	Average Deployed Minutes per Run	Annual Deployed Hours	Percent of Annual Hours	Deployed Hours per Day	Number of Runs	Runs per Day
Cardiac and stroke	28.8	6,658	13.4	18.2	13,894	38.0
Seizure and unconsciousness	28.4	3,690	7.4	10.1	7,797	21.3
Difficulty breathing	27.9	3,824	7.7	10.4	8,215	22.4
Overdose and psychiatric	23.5	3,489	7.0	9.5	8,926	24.4
MVA	26.0	5,167	10.4	14.1	11,933	32.6
Fall and injury	23.8	6,659	13.4	18.2	16,825	46.0
Illness and other	22.3	9,491	19.1	25.9	25,571	69.9
EMS Total	**25.1**	**38,979**	**78.3**	**106.5**	**93,161**	**254.5**
Structure fire	29.8	3,156	6.3	8.6	6,357	17.4
Outside fire	19.5	642	1.3	1.8	1,974	5.4
Hazard	17.8	501	1.0	1.4	1,687	4.6
Alarm	14.2	359	0.7	1.0	1,514	4.1
Public service	15.3	938	1.9	2.6	3,682	10.1
Investigation	14.3	213	0.4	0.6	894	2.4
Fire Total	**21.6**	**5,810**	**11.7**	**15.9**	**16,108**	**44.0**
Automatic/Mutual Aid	**23.2**	**4,969**	**10.0**	**13.6**	**12,839**	**35.1**
Total	**24.5**	**49,758**	**100.0**	**136.0**	**122,108**	**333.6**

Note: A dispatch of a unit is defined as a run and thus a call might include multiple runs.

[40] Jason D. Averill, et al., "Report on Residential Fireground Field Experiments," *NIST Technical Note 1661* (April 2010), 11, http://www.nist.gov/customcf/get_pdf.cfm?pub_id=904607 (accessed on October 31, 2012).

[41] "Landmark Residential Fire Study Shows How Crew Sizes and Arrival Times Influence Lives and Property," NIST Engineering Laboratory, press release, April 28, 2010, http://www.nist.gov/el/fire_research/residential-fire-report_042810.cfm (accessed on October 31, 2012).

Table 17 reveals the following information:

- Total deployed time for the year, or deployed hours, was 49,758 hours. This is the total deployment time of all the units deployed on all type of calls, including 4,969 hours spent on automatic/mutual aid.
- There were 122,108 runs, including 12,839 runs dispatched for automatic aid calls.
- Fire category calls accounted for 12 percent of the total workload.
- EMS calls accounted for 78 percent of the total workload. The average deployed time for EMS calls was 25.1 minutes.
- Automatic aid accounted for 10 percent of the total workload.
- There were 8,331 runs for structure and outside fire calls, with a total workload of 3,798 hours. This accounted for 8 percent of the total workload. The average deployed time for structure fire calls was 29.8 minutes, and the average deployed time for outside fire calls was 19.5 minutes.

As a matter of nonemergency workload, the LVFR has a number of activities that routinely occur on each operational shift and in each fire station. These include daily and weekly vehicle/equipment maintenance, supply management, administrative details such as incident reports, training, hydrant inspections/testing, community relations, pre-fire planning, district familiarization, and of course response to emergency and nonemergency calls.

The LVFR does not formally track or report on nonemergency activities in terms of numbers completed and staff hours. This documentation and reporting of nonemergency productive time is critical in the transparency of local government programs. A regular reporting system is essential to accurately account for nonemergency time and to provide an accounting of how resources are utilized in a fire department's nonemergency downtime. Each operational shift should report this information in a standard format on a monthly basis. Aggregated information demonstrating both emergency and nonemergency productivity should be included in an annual summary. This would enable the data to be utilized in planning, setting annual goals and objectives, employee performance reviews where applicable, and justifying programs and funding.

Fire Category Response Time

Dispatch time is the time interval that begins when the alarm is received at the communication center and ends when the response information begins to be transmitted via voice or electronic means to the emergency response facility or emergency response units in the field. *Turnout time* is the time interval that begins when emergency response facilities and emergency response units are notified of an emergency by an audible alarm, visual announcement, or both, and ends at the beginning point of travel time. **The fire department has the greatest control over these segments of the total response time.** *Travel time* is the time interval that begins when the unit is en route to the call and ends when the unit arrives at the scene. *Response time* (or total response time) is the time interval that begins when the call is received by the primary dispatch center

(LVMPD Communications Center) and ends when the dispatched unit arrives on the scene to initiate action.

According to NFPA 1710, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Departments (2010 Edition), where the primary public-safety answering point is the communications center, the alarm processing time or dispatch time should be less than or equal to 60 seconds 90 percent of the time.[42] This standard also states that the turnout time should be less than or equal to 80 seconds for fire and special operations 90 percent of the time, and travel time should be less than or equal to 240 seconds for the first arriving engine company 90 percent of the time. The standard further states that the initial first-alarm assignment should be assembled on scene in 480 seconds 90 percent of the time. Table 18 depicts LVFR response time data for fire category calls.

TABLE 18: Average Dispatch, Turnout, Travel, and Response Times of First Arriving Unit, by Fire Call Type

Call Type	Dispatch Time	Turnout Time	Travel Time	Response Time	Sample Size
Structure fire	1.3	1.1	3.4	5.7	831
Outside fire	1.2	1.0	4.2	6.4	1,279
Hazard	1.3	1.2	4.0	6.6	297
Alarm	1.2	1.1	5.0	7.3	850
Public service	1.1	1.1	4.0	6.3	141
Investigation	1.3	1.2	4.6	7.1	248
Fire Total	**1.2**	**1.1**	**4.2**	**6.5**	**3,646**

Table 18 reveals the following information:

- The average dispatch time for fire category calls was 1.2 minutes.
- The average turnout time for fire category calls was 1.1 minutes.
- The average travel time for fire calls was 4.2 minutes.
- The average response time for fire category calls was 6.5 minutes.
- The average response time for structure fire calls was 5.7 minutes.
- The average response time for outside fire calls was 6.4 minutes.

[42] NFPA 1710, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Departments (2010), 7.

A more conservative and stricter measure of total response time is the 90th percentile measurement. Simply explained, for 90 percent of calls, the first unit arrived within a specified time, and if measured, the second and third units. Table 19 breaks down the 90th percentile for dispatch, turnout, travel, and response times for the first-arriving unit for fire category calls.

TABLE 19: 90th Percentile: Average Dispatch, Turnout, Travel, and Response Times of First Arriving Unit for Fire Category Calls

Call Type	Dispatch Time	Turnout Time	Travel Time	Response Time	Sample Size
Structure fire	2.1	1.7	5.1	7.8	831
Outside fire	1.9	1.6	6.6	9.4	1,279
Hazard	2.0	1.8	6.4	9.2	297
False alarm	1.9	1.9	7.9	10.9	850
Good intent	2.1	1.9	6.5	9.5	141
Public service	2.0	1.9	7.2	10.0	248
Fire Total	2.0	1.8	6.8	9.5	3,646

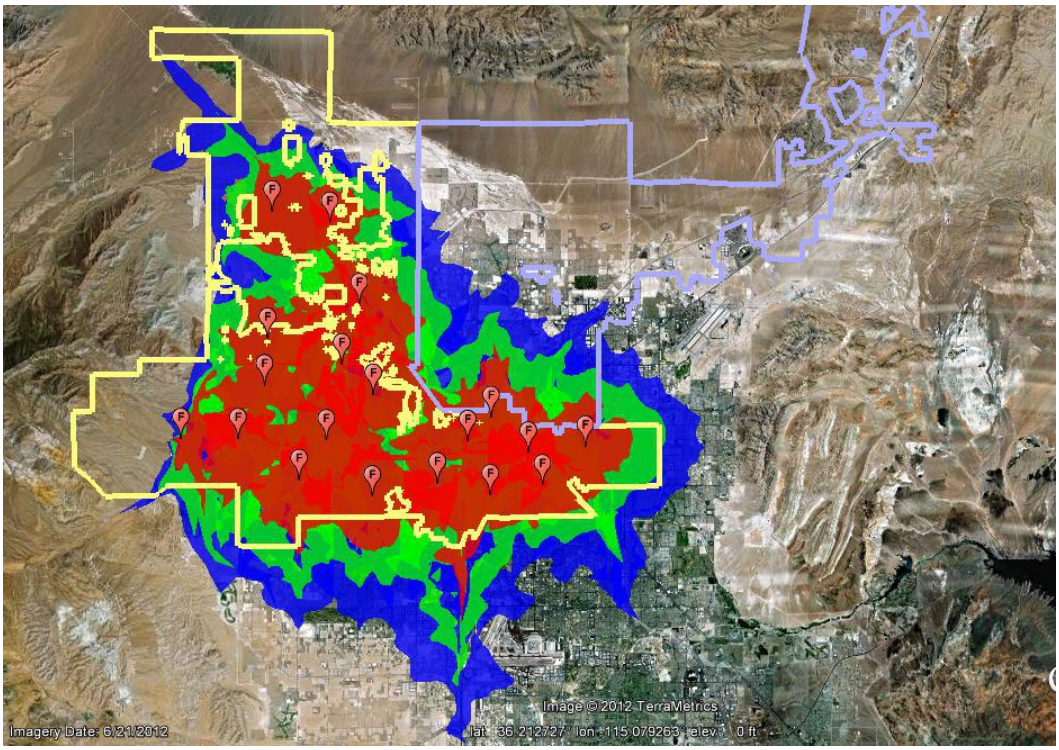
Note: The 90th percentile response time is not equal to the sum of 90th percentile of dispatch time, turnout time, and travel time.

Table 19 reveals the following information:

- The 90th percentile dispatch time for fire category calls was 2.0 minutes.
- The 90th percentile turnout time for fire category calls was 1.8 minutes.
- The 90th percentile travel time for fire category calls was 7.2 minutes.
- The 90th percentile response time for fire category calls was 9.5 minutes.
- The 90th percentile response time for structure fire calls was 7.8 minutes.
- The 90th percentile response time for outside fire calls was 9.4 minutes.

Figure 25 again shows the 240-, 360-, and 480-minute response travel time bleeds from all LVFR fire stations. This map shows the ability from the current stations to meet the NFPA 1710 benchmark of collecting all first alarm assignments in 480 seconds. While the 240-second response travel time bleeds do not provide 100 percent coverage of the city, the 360-second bleeds offer very good coverage, while the 480-second travel time response bleed shows almost 100 percent coverage of the populated area. These bleed maps link to the data provided.

FIGURE 25: 240-, 360-, and 480-Second Bleeds from Current Fire Stations



Red = 240-Second Bleed Green = 360-Second Bleed Blue = 480-Second Bleed

Although trying to reach the NFPA benchmark for travel time may be laudable, the question is at what cost. What is the evidence that supports such recommendations? NFPA 1710 travel times are established for two primary reasons: (1) the fire propagation curve (Figure 26); and (2) sudden cardiac arrest (Figure 27), where brain damage and permanent brain death occurs in four to six minutes.

According to fire service educator Clinton Smoke, the fire propagation curve establishes that temperature rise and time within in a room on fire corresponds with property destruction and potential loss of life if present.[43] At approximately the ten-minute mark of fire progression, the fire flashes over (due to superheating of room contents and other combustibles) and extends beyond the room of origin, thus increasing proportionately the destruction to property and potential endangerment of life. The ability to quickly deploy adequate fire staff prior to flashover thus limits the fire's extension beyond the room or area of origin.

Regarding the risk of flashover, the authors of an IAFF report conclude:

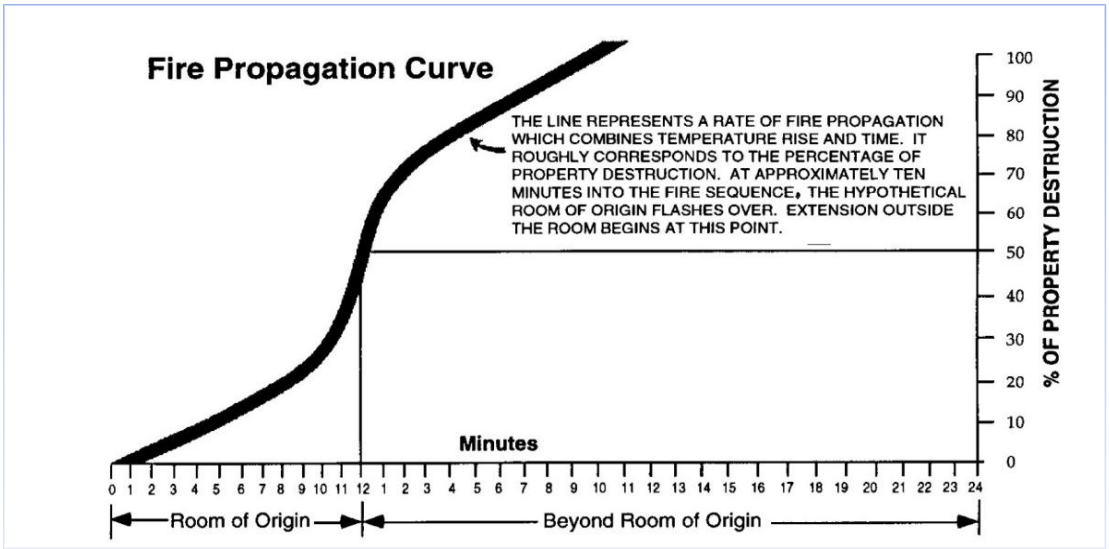
> Clearly, an early aggressive and offensive initial interior attack on a working structural fire results in greatly reduced loss of life and property damage. Consequently, given that the progression of a structural fire to the point of "flashover" (the very rapid spreading of the fire due to super-heating of room contents and other combustibles) generally occurs in less

[43] Clinton Smoke, *Company Officer,* 2nd ed. (Clifton Park, NY: Delmar, 2005).

than 10 minutes, two of the most important elements in limiting fire spread are the quick arrival of sufficient numbers of personnel and equipment to attack and extinguish the fire as close to the point of its origin as possible.[44]

Figure 26 shows the fire propagation curve.

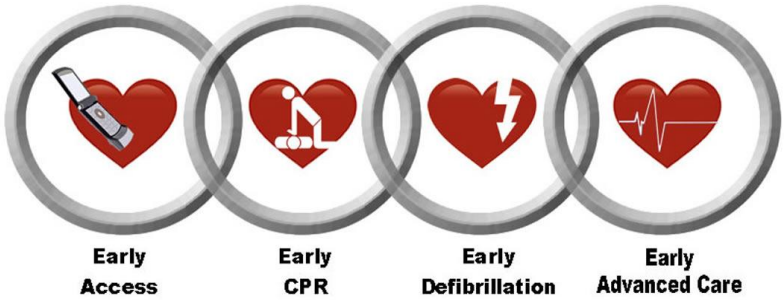
FIGURE 26: Fire Propagation Curve



From John C. Gerard and A. Terry Jacobsen, "Reduced Staffing: At What Cost?" Fire Service Today (September 1981), 15–21.

Figure 27 illustrates the chain of survival, which is a series of actions that, when put in motion, reduce the mortality of sudden cardiac arrest. Adequate response times coupled with community and public access defibrillator programs potentially can impact the survival rate of sudden cardiac arrest victims by deploying early CPR, early defibrillation, and early advanced care.

FIGURE 27: Sudden Cardiac Arrest Chain of Survival



From "Chain of Survival," http://en.wikipedia.org/wiki/Chain_of_survival.

[44] *Safe Fire Fighter Staffing: Critical Considerations,* 2nd ed. (Washington, DC: International Association of Fire Fighters, 1995), 5.

The LVFR should follow previous discussion and recommendations contained in this report regarding station location and unit deployment.

Recommendations:

- Battalion chief aide positions should be repurposed by assigning six (two per shift) as EMS coordinators to provide further support to EMS program responsibilities (links to EMS section and expands this position to three per shift). Current EMS coordinators should be classified as EMS captains and battalion management teams that pair a battalion chief and EMS coordinator should be formed in each battalion.

- Implement a nonemergency documentation program that captures critical nonemergency productivity and report on/review these regularly (monthly and annually) to find opportunities for continued improvement.

Emergency Medical Services

The LVFR began EMS transport on January 1, 1999. Historically, the fire department has provided first aid to citizens and visitors dating back to the early 1900s. This first aid was later known as rescue service and now called emergency medical services (EMS).[45]

Ambulance transport has been provided by private ambulance companies for decades. The LVFR co-responded to medical calls but did not transport patients, as this work was performed by private EMS transport businesses. This service delivery method changed in 1999 when the city chose to enter into the EMS transport business, providing the same (duplicative) service already provided to the city through a private ambulance service.

LVFR currently provides ambulance transport services using 21 rescue trucks.[46] As already noted, the fire department refers to its ambulances as "rescues." Each rescue is staffed with one paramedic and one emergency medical technician-intermediate. The rescue crew works a 24-hour shift. Additional non-transport intermediate life support (ILS) and advanced life support (ALS) services within the LVFR EMS service delivery system are provided by:

- 19 engine companies
- 6 ladder companies
- 1 heavy rescue unit
- 1 hazardous materials unit
- 1 chemical, biological, radiological, nuclear and explosive (CBRNE) unit

[45] Roy C. Lawson and Timothy R. Szymanski, *Las Vegas Fire & Rescue: 65th Anniversary* (Las Vegas: Stephens Press, 2008), 158.

[46] In FY 2012 the LVFR operated 20 rescues. In August 2012 another rescue was added, and another rescue is planned to roll into service in February 2013, bringing the total to 22.

- 1 EMS coordinator
- 3 battalion chiefs.

The fire chief has placed EMS under David Slattery, M.D. Dr. Slattery also acts as the medical director for the department. The EMS medical director position originally was a part-time position (eighteen hours a week), but the LVFR changed the position to full time at the beginning of FY2012. The current medical director works a forty-hour weekly schedule of Monday through Thursday, 7:00 a.m. to 6:00 p.m.

The medical director is classified as an LVFR deputy chief, which garners tremendous credibility among other members of the department. It is important to note that a medical director's primary responsibility is for general patient care-related activities. These include, but are not limited to, education and training activities, protocol and policy development, quality management/ improvement activities, liaison to external entities, and corrective actions related to patient care actions by providers.[47] Providers of these services operate under the medical director's license. According to FEMA's *Handbook for EMS Medical Directors,* there is a perceived disadvantage to having the medical director in an employee status that is accountable to an agency supervisor—the fire chief, in the case of LVFR. The medical director is responsible for the full scope of patient care–related activities and not personnel services or employee relations. As a result, conflict may occur and diminish the full responsibility of this critical position.

Dr. Slattery is well regarded among his peers. The ICMA team observed him work at the LVFR and as chairman at the monthly meeting of the Southern Nevada Health District, Emergency Medical Services & Trauma System Medical Advisory Board. He is a past president of the Nevada Chapter of the American College of Emergency Medicine, a diplomat of the American Board of Emergency Medicine, and a fellow of the American College of Emergency Medicine and the American Academy of Emergency Medicine. He also works at the University of Nevada, School of Medicine, as a research director and associate professor of emergency medicine residency and chairs the National Association of EMS Physicians (NAEMSP).[48] Dr. Slattery also provides medical oversight for several casino AED programs including the MGM Mirage Resorts AED Program.

EMS Category Call Types

As noted earlier in this report, the vast majority of emergency responses are to medical emergencies, followed by fire-related calls. EMS calls for the year totaled 77,185 **(81 percent of all calls)**, averaging 210.9 per day. Figure 28 illustrates the breakout of EMS calls for the data analyses period.

[47] FEMA, *Handbook for EMS Medical Directors* (March 2012), 20.

[48] NAEMSP is an organization of physicians and other professionals partnering to provide leadership and foster excellence in out-of-hospital emergency medical services. NAEMSP is the preeminent organization for EMS medical directors, and it has offered the NAEMSP Medical Director's course for a number of years. The distinguished faculty is recognized as expert in various aspects of the pre-hospital and disaster medicine/management fields. For more information, see NAEMSP's website at www.naemsp.org.

FIGURE 28: EMS Calls by Type

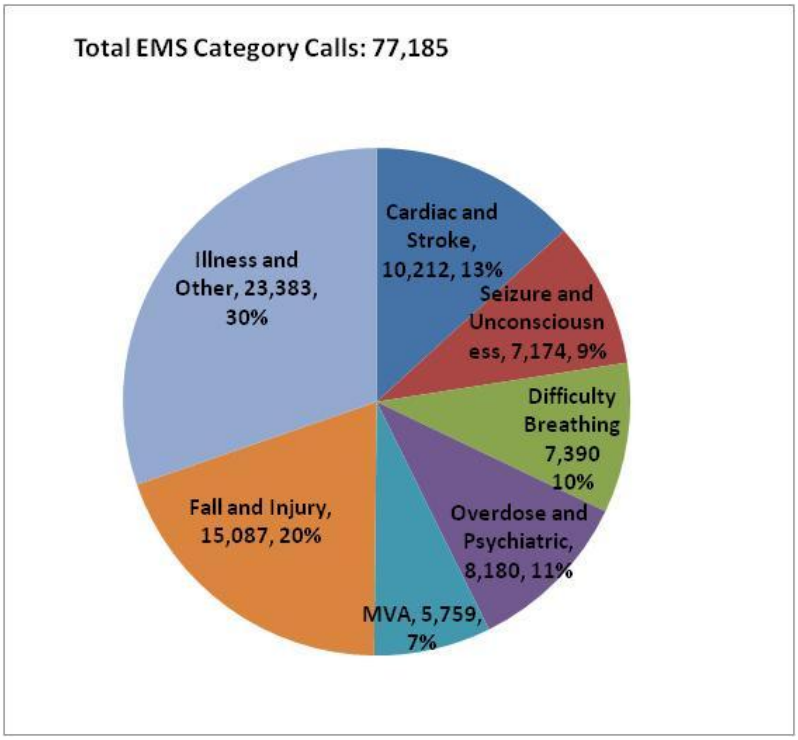


Figure 28 reveals the following information:

- Cardiac or stroke calls were 13 percent of EMS calls.
- Difficulty breathing calls were 10 percent of EMS calls.
- Motor vehicle accident calls were 7 percent of EMS calls.
- Overdose or psychiatric calls were 11 percent of EMS calls.
- Seizures or unconsciousness calls were 9 percent of EMS calls.
- Falls or injuries calls were 20 percent of EMS calls.
- Calls related to illness or other medical issues were 30 percent of EMS calls.

Worth mentioning here, last year Las Vegas Fire & Rescue also responded 1,316 times to calls categorized by the Fire Alarm Office as "9D Cardiac/Respiratory Arrest" (July 1, 2011, through June 30, 2012). These calls constitute a small fraction (1 to 2 percent) of the 77,185 EMS responses by the LVFR. LVFR is doing an outstanding job (best practice) by actively monitoring and reporting victim survival rates to the Cardiac Arrest Registry to Enhance Survival (CARES) at the Center for Disease Control and Prevention (CDC), and the Department of Emergency Medicine at Emory University School of Medicine. The CARES Program is designed to consolidate all essential data

elements of a pre-hospital cardiac arrest event in an efficient manner using the Utstein-style of statistics.

The national range of survival for ventricular fibrillation is anywhere from 2 to 35 percent, a striking difference, since the approach to the care of these patients is uniform and there is no evidence that patients in one part of the country are different biologically from another.[49]

The LVFR paramedics attempted 462 cardiac arrest resuscitations in FY 2012. Of these, 43 were cardiac etiology arrests which were witnessed by a bystander and found in a shockable rhythm (ventricular fibrillation or ventricular tachycardia). For these 43, the LVFR treatment resulted in return of spontaneous circulation of 19 patients, 11 of these patients were subsequently discharged alive from the hospital and 10 were neurologically intact.[50]

While the goal of improving survival rates from sudden cardiac arrest has eluded many EMS systems, this effort by the LVFR and Dr. Slattery promises to identify who is affected, when and where cardiac arrest events occur, how the elements of the system are functioning, and how changes can be made to improve cardiac arrest outcomes.

EMS Deployment/Workload

The city of Las Vegas currently has a collaborative agreement in place to provide ambulance transport service. This public-private partnership is provided by two separate "ambulance transport" organizations—American Medical Response (AMR) and the LVFR—under a franchise agreement granted by the city council pursuant to Las Vegas Municipal Code, Title 6, Chapter 8. The city franchise agreement with AMR allows the LVFR to provide emergency and nonemergency ambulance service within the incorporated city limits in accordance with the "Ambulance Service Ordinance." This ordinance does not prevent the city fire department from furnishing ambulance service with council approval.[51]

Since the LVFR got into the EMS transport business in 1999, it has implemented a strategy of adding rescues rather than exploring alternative deployment models. Its current deployment model deploys rescues on 24-hour fixed shifts from fixed-base stations to calls for service in a fixed response area. The goal (and "request" of LVFR administration) is to transport three patients per day per rescue. This goal of transporting a certain number of patients per day has been the service model for many years, and there is no policy direction to operational staff to exceed this goal.

In stark contrast, AMR provides the city with a dynamically deployed group of ambulances to meet ever-changing call load demands. AMR does not have a per-unit patient transport or transport trip goals. Additional ambulances are added during peak periods of the day to handle the relatively high

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[49] Centers for Disease Control and Prevention, "Out-of-Hospital Cardiac Arrest Surveillance: Cardiac Arrest Registry to Enhance Survival (CARES), United States, October 1, 2005–December 31, 2010," *Morbidity and Mortality Weekly Report (MMWR),* Vol. 60:8 (July 29, 2011), http://www.cdc.gov/mmwr/preview/mmwrhtml/ss6008a1.htm (accessed on October 31, 2012).

[50] David E. Slattery, e-mail correspondence with author, September 20, 2012.

[51] City of Las Vegas, Ordinance 5260 § 34, 2000.

demand that occurs. During slower times of the night, when call demand is less, fewer ambulances are scheduled. This variable schedule of ambulances is based upon an EMS industry model known as High Performance EMS (HPEMS) and represents a best practice.

Studies have shown that after a certain point an increase in the number of ambulances fails to lower response time significantly.[52] Experts write, "Conventional wisdom would lead those not in the ambulance business to believe that the most common approach to shorten the interval between collapse and arrival of emergency personnel has been to acquire more ambulances, which is both expensive and inefficient, especially if the EMS system is established."[53] In one model, response time varied inversely as the square root of the number of vehicles per square mile; an 80 percent increase in the number of vehicles reduced average response time by only one minute. This same one-minute reduction in average response time could be achieved by greater public awareness and more efficient dispatching systems, and at far less cost.[54]

The most common measure of workload in EMS is referred to as unit hour utilization (UHU). Efficient management and deployment of EMS unit hours has a powerful effect on the number of unit hours required to serve emergency patients. While enough unit hours must be deployed to meet clinically meaningful response times, deploying too many unit hours can be wasteful. One of the key productivity measures for an emergency medical service is its UHU ratio. These ratios, which are simple division problems, can be used as a formula for calculating productivity. A higher UHU ratio (i.e., .35) indicates the unit (rescue in this case) has achieved a higher level of productivity, while a utilization ratio closer to zero (i.e., .15) indicates a less productive unit.

Further explained, unit hour utilization measures the usage of a fully equipped and staffed response vehicle available for dispatch. David Ammons writes in *Tools for Decision Making* that the UHU is an important measure of operating efficiency in emergency medical services. An individual UHU is the ratio of time that an EMS unit is engaged on calls compared with the total on-duty time of the unit. The departmental UHU is the figure for all units combined. If a unit is on duty for 24 hours and is engaged in calls for eight of those hours, its UHU would be 0.33 for that period. Although EMS experts differ somewhat in their UHU prescriptions, some suggest a desirable range of 0.25 to 0.50, with several pointing to 0.40 as the optimum. Rates higher than 0.50 risk overuse and employee burnout, lack of available units during simultaneous emergencies, and inadequate preparation for the next call. Rates lower than 0.25 signal underutilization and inefficiency. UHU are precise in

[52] Alfred P. Hallstrom, "Improving the EMS System," in *Sudden Cardiac Death in the Community,* ed. Mickey S. Eisenberg, Lawrence Bergner, and Alfred P. Hallstrom (Philadelphia: Praeger, 1984), 126–139.

[53] Walter S. Graf, Sandra S. Polin, and Bertha L. Paegel, "A Community Program for Emergency Cardiac Care: A Three-Year Coronary Ambulance-Paramedic Evaluation," *JAMA* 226:2 (Oct. 8, 1973), 156–160; L. Schwartz, "Pre-hospital Care: Field Intervention Medicine," *Principles and Practice of Emergency Medicine* ed, George R. Schwartz, et al. (Philadelphia: WB Saunders Co, 1986), 593–619.

[54] Richard O. Cummins, et al., "Improving Survival from Sudden Cardiac Arrest: The 'Chain of Survival' Concept," *AHA Medical/Scientific Statement* (Dallas Texas: American Heart Association, 1991).

some reports and approximate in others, with approximations often based on an assumption of one hour per call.[55]

Ratios will vary among EMS providers depending on the type of services offered, call volume, deployment strategy, geography, hospital turnaround time, and other factors J.R. Henry Consulting Inc. utilizes the following general scale when evaluating overall UHU:

0.55–0.45: Optimal Utilization
0.45–0.35: Above Average Utilization
0.35–0.25: Average Utilization
0.25–0.15: Below Average Utilization
0.15–0.01: Poor Utilization.

"Typically, EMS organizations strive for the highest utilization rates possible, with optimal overall utilization rates being considered in the .50– .55 range," write the authors at J.R. Henry Consulting.[56]

Although the discussions of J.R. Henry Consulting and Ammons differ slightly in the upper and lower UHU ratio range, it is important for the reasons stated by both that an agency deploying EMS transport resources is cognizant of the productivity of all of its units for the purpose of sustaining an efficient and effective system, maintaining employee health and wellness, and delivering quality care.

ICMA calculations in this report are based on an approximation using the formula noted by Ammons. Table 20 depicts the workload of LVFR rescue units by call type, and Table 21 depicts daily average deployed minutes and unit hour utilization. Figure 29 further illustrates the number of LVFR ambulances on duty (20); the average number of ambulance calls by hour of day (blue bars); the utilization of those ambulances (green line).

[55] David N. Ammons, *Tools for Decision Making: A Practical Guide for Local Government,* 2nd Edition (Washington, DC: CQ Press, 2009), 220.
[56] J.R. Henry Consulting, Inc.,"Calculating Your EMS Service's 'Average Cost of Service' and 'Unit Hour Analysis'," (June 14, 2011), 2, www.emsconsult.org/images/Unit_Hour_Analysis_with_instructions.pdf (accessed on October 31, 2012).

TABLE 20: Rescue Units: Total Annual and Daily Average Number of Runs by Call Type

Station	Unit	Cardiac and Stroke	Seizure and Unconsciousness	Difficulty Breathing	Overdose and Psychiatric	Motor Vehicle Accident	Fall and Injury	Illness and Other	Structure and Outside Fire	Other Fire	Automatic Aid	**Total**	**Runs per Day**
1	R1	583	434	391	658	344	811	1,233	47	50	285	**4,836**	**13.2**
	R201	579	443	391	673	347	827	1,220	48	36	277	**4,841**	**13.2**
	R301	604	441	365	678	356	854	1,289	51	41	71	**4,750**	**13.0**
4	R204	533	344	409	469	279	792	1,348	64	36	551	**4,825**	**13.2**
	R4	521	318	396	486	270	825	1,369	56	38	548	**4,827**	**13.2**
8	R8	440	285	370	310	394	699	1,162	59	53	866	**4,638**	**12.7**
10	R10	756	434	441	539	740	901	1,619	52	43	166	**5,691**	**15.5**
2	R2	356	232	229	193	297	489	649	32	47	324	**2,848**	**7.8**
3	R3	514	299	384	284	414	685	873	75	49	554	**4,131**	**11.3**
5	R5	552	318	361	305	542	743	1,061	45	59	191	**4,177**	**11.4**
6	R6	444	247	288	301	339	434	518	58	46	530	**3,205**	**8.8**
7	R7	233	173	188	96	214	244	330	21	45	47	**1,591**	**4.3**
44	R44	512	301	333	335	433	700	935	68	59	14	**3,690**	**10.1**
47	R47	91	69	40	48	69	119	136	13	21	85	**691**	**1.9**
9	R9	369	282	267	284	322	484	675	43	66	232	**3,024**	**8.3**
41	R41	163	99	116	90	206	181	212	26	34	153	**1,280**	**3.5**
42	R42	575	274	357	193	324	525	792	61	60	75	**3,236**	**8.8**
43	R43	607	394	526	445	350	815	1,237	65	57	186	**4,682**	**12.8**
45	R45	296	170	183	148	118	369	515	20	59	176	**2,054**	**5.6**
48	R48	209	187	144	199	144	255	370	27	65	256	**1,856**	**5.1**

TABLE 21: Rescue Units: Daily Average Deployed Minutes and Utilization by Call Type

Station	Unit	Cardiac and Stroke	Seizure and Uncon-sciousness	Difficulty Breathing	Overdose and Psychiatric	MVA	Fall and Injury	Illness and Other	Structure and Outside Fire	Other Fire	Automatic Aid	**Total**	**EMS Calls Percentage**	**Unit Hour Utilization**
1	**R1**	51	31	29	41	30	49	81	3	2	15	**331**	**98.6**	**0.23**
	R201	45	33	28	44	32	53	75	2	2	16	**329**	**99.0**	**0.23**
	R301	46	35	29	43	33	58	89	3	2	5	**343**	**98.4**	**0.24**
4	**R204**	39	27	26	29	25	49	82	4	1	41	**324**	**98.3**	**0.23**
	R4	43	22	26	28	24	52	82	3	2	36	**318**	**98.5**	**0.22**
8	**R8**	48	27	35	24	39	54	97	4	3	64	**395**	**98.1**	**0.27**
10	**R10**	56	30	30	29	55	49	78	4	2	8	**340**	**98.3**	**0.24**
2	**R2**	40	23	24	15	36	44	56	2	2	28	**271**	**98.4**	**0.19**
3	**R3**	58	31	39	21	40	57	68	5	3	45	**366**	**97.8**	**0.25**
5	**R5**	48	26	28	19	44	51	68	3	3	11	**301**	**98.1**	**0.21**
6	**R6**	49	23	27	24	32	32	36	3	2	40	**267**	**98.1**	**0.19**
7	**R7**	28	18	21	9	23	24	26	1	2	4	**154**	**98.5**	**0.11**
44	**R44**	52	32	32	28	45	60	76	4	3	1	**334**	**98.0**	**0.23**
47	**R47**	15	10	5	5	9	16	17	1	1	8	**87**	**97.8**	**0.06**
9	**R9**	47	33	31	28	36	48	61	4	4	24	**317**	**97.7**	**0.22**
41	**R41**	19	9	13	8	20	15	18	2	2	18	**125**	**97.0**	**0.09**
42	**R42**	65	29	38	17	30	48	66	5	3	7	**307**	**97.3**	**0.21**
43	**R43**	63	35	45	37	36	59	92	5	2	16	**390**	**98.2**	**0.27**
45	**R45**	35	19	21	14	13	36	51	1	3	19	**212**	**98.1**	**0.15**
48	**R48**	26	21	16	21	15	27	32	2	2	30	**190**	**98.0**	**0.13**
Total														**0.20**

These tables reveal the following information:

- Of 20 rescue units, R10 was the busiest, making 5,691 runs during the year and averaging 15.5 runs per day. R47 was the least deployed, making 691 runs and averaging 1.9 runs per day.
- Of 20 rescue units, 11 averaged more than 10 runs per day, 6 averaged between 5 and 9 runs per day, and 3 averaged fewer than 5 runs per day.
- Of 20 rescue units, R8 was the busiest, averaging 395 minutes (six hours, 35 minutes) of deployed time per day. EMS calls accounted for 98 percent of its daily workload.
- Of 20 rescue units, 13 averaged more than 5 hours per day of deployed time, 4 averaged between 3 and 5 hours per day, and 3 averaged fewer than 3 hours per day.
- The UHU of all rescue units ranged between 0.06 and 0.27. R8 and R43 had the highest utilization rate of 0.27. A total of 17 units out of 20 rescue units had a utilization rate of less than 0.25. All rescue units combined had a unit hour utilization of 0.20.

FIGURE 29: Average Number of EMS Calls and Utilization of Rescue Units, by Hour of Day

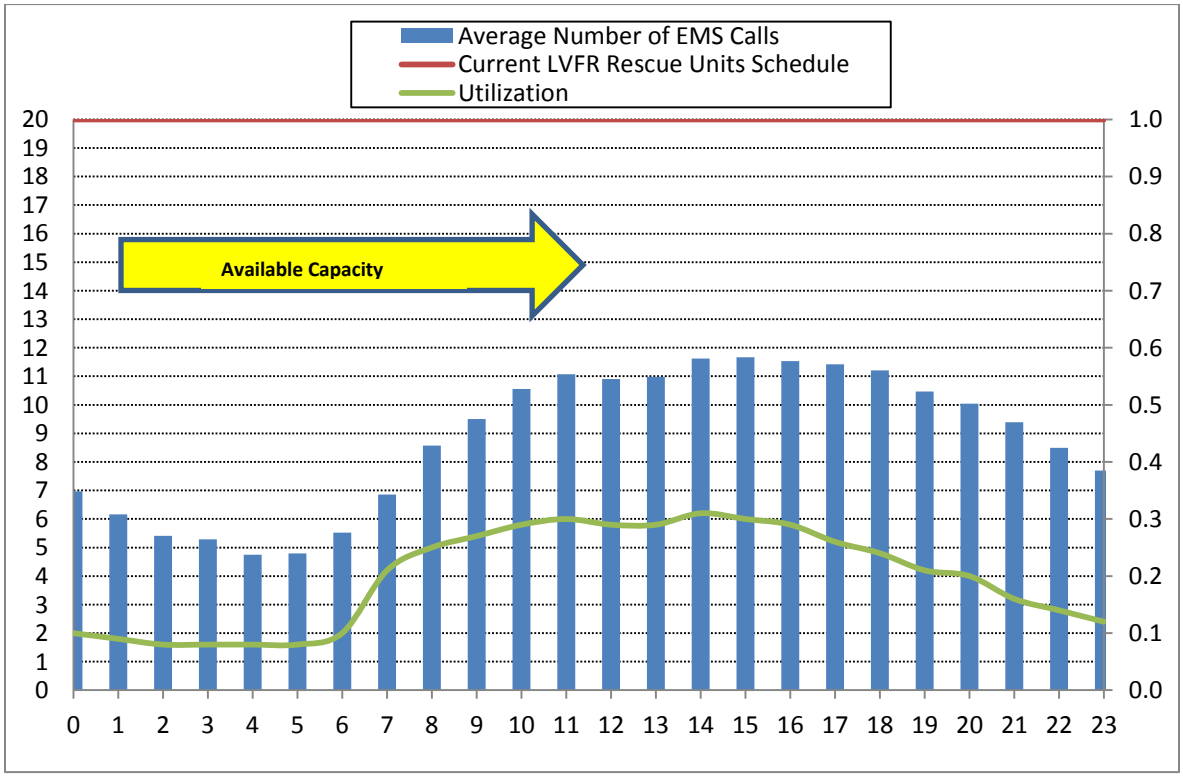


Figure 29 reveals the following information:

- Hourly EMS calls were the highest between 10:00 a.m. and 9:00 p.m., averaging between 10.0 and 11.7 calls per hour.
- The utilization of 20 rescue units was the highest between 8:00 a.m. and 6:00 p.m., averaging more than 0.25.
- Between midnight and 7:00 a.m., the utilization of 20 rescue units was between 0.08 and 0.10.

The reason for the extremely low utilization (the space between the top of the blue bars and top red line in Figure 29) is because LVFR rescue ambulances do not make many transport trips. EMS agencies differ from the LVFR in two important ways: (1) their schedule matches the demand for service; (2) utilization is more than two or three patient transports per unit per day.

The LVFR measures EMS workload in a unique way. The LVFR utilizes a model for staffing in which it determines firefighters working a 24-hour shift should have a minimum of five hours when they are not responding to rescue or fire calls or involved with daily station/organizational work as downtime. This is termed "readiness." This readiness is determined by adding the time for the completion of daily activities (nine hours for every unit in every station) and total time on-task (the time a unit is deployed on emergency calls) and then subtracting this from the 24 hours of the shift; the remaining time represents hours available for crew readiness, which LVFR administration has determined to be five hours.[57] When a unit's workload falls below five hours and daily call volume gets to fifteen calls per shift, LVFR administration advocates adding more employees, equipment, and/or stations.

The LVFR created this methodology, and ICMA is unaware of any other fire department that deploys this workload model. As depicted in the data analysis, ICMA utilizes LVFR CAD data to determine workload. By this, ICMA analysts look at workload of units in the purest sense—from time of dispatch to time of clearing from a call. The LVFR utilizes 90th percentile of total deployed time for each unit's two types of transport calls (EMS transport calls and non-transport calls). The LVFR then adds 10 minutes on to the 90th percentile times, then multiplies this time by the unit's average number of transports and non-transports per day to arrive at the daily workload (total time on task per day). By using this method to calculate workload, the LVFR workload is higher, and in some cases more than double the ICMA calculated workload.

Table 22 further illustrates the dichotomy of how workload is calculated by the LVFR as compared to actual data. As a note, the CAD data counts all deployed time when calculating workload (see Table 12). Highlighted in yellow is the comparison of workload. As an example, for Rescue 1, LVFR calculates total time on task (deployment workload) as 9:25:58, whereas ICMA captured from the CAD data and calculated workload for this same unit as 5:00:25—about 4 hours and 25 minutes less than the LVFR's calculation.

[57] M. Myers, T. Miramontes, and D. Slattery, City of Las Vegas, Progress Report, Las Vegas Fire & Rescue Department, Workload Reports: July 1, 2011–Dec. 31, 2011, and Jan. 1, 2011–June 30, 2011.

TABLE 22: Sample Workload Comparison

Units	LVFR						ICMA					
	Call volume	Transport	Non-transport	Transport	Non-transport	Total time-on-task	Call volume	Number of Transports	Correct Daily Workload	90th Percentile Total Busy Time for EMS Transports	90th Percentile Total Busy Time for EMS Non Transports	Daily Workload using LVFR method
R1	2,220	495	1,588	4:38:48	4:47:11	9:25:58	2,158	411	5:00:25	92.7	24.7	9:18:51
R201	2,247	506	1,620	4:36:01	4:44:14	9:20:15	2,182	401	4:57:48	91.4	23.5	9:05:14
R301	2,182	514	1,516	4:43:20	4:41:55	9:25:15	2,223	411	5:17:40	94.4	25.6	9:43:46

As discussed previously, EMS transport workload is shared by LVFR and AMR. Table 23 depicts this workload.

TABLE 23: Number of Calls Where a Transport Occurred

Call Type	Number of Transports		
	LVFR	AMR	Combined
Cardiac and stroke	2,614	5,674	8,270
Seizure and unconsciousness	1,440	3,747	5,181
Difficulty breathing	1,500	4,327	5,817
Overdose and psychiatric	1,118	4,843	5,945
MVA	2,068	118	2,113
Fall and injury	2,186	7,026	9,181
Illness and other	3,369	12,157	15,506
EMS Total	**14,295**	**37,892**	**52,013**
Daily Average	**39.1**	**103.5**	**142.1**

The table reveals the following information:

- A total of 14,295 EMS calls to which LVFR units responded involved transporting patients (27 percent of the total). On average, LVFR responded to 39.1 EMS calls per day which involved transporting patients.

- A total of 37,892 EMS calls to which AMR units responded involved transporting patients (73 percent of the total). On average, AMR responded to 103.5 EMS calls per day which involved transporting patients.

- The total demand for EMS transports was 52,013, or an average of 142.1 calls per day.

Figure 30 illustrates how the total EMS transport workload is distributed by both agencies throughout the 24-hour period.

FIGURE 30: Number of EMS Transport Calls, by Hour of Day and Agency

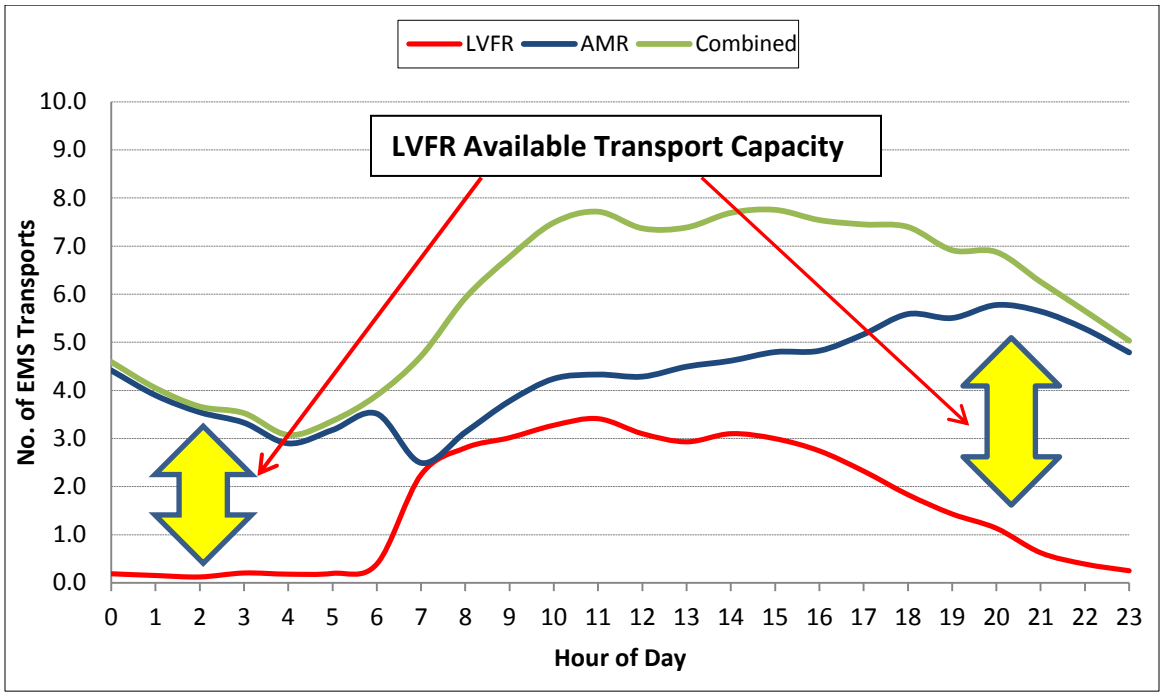


Figure 30 reveals the following information:

- For LVFR, hourly EMS transport calls were the highest between 7:00 a.m. and 6:00 p.m., averaging between 2.2 and 3.4 calls per hour.
- For LVFR, hourly EMS transport calls were the lowest between 9:00 p.m. and 7:00 a.m., averaging between 0.1 and 0.6 calls per hour.
- For AMR, hourly EMS transport calls were the highest between 5:00 p.m. and 11:00 p.m., averaging between 5.2 and 5.8 calls per hour.

As discussed earlier in this report, when both AMR and LVFR ambulances arrive on scene the decision to transport is based on the city ordinance. Said another way, the fire department decides whether it wants to transport the patient(s); if not, then the department delegates transport to AMR. The current goal of three patient transports a day has resulted in a dismal fire department transport rate in which many transport opportunities exist, but there is a low utilization of LVFR rescue units for transports (as depicted in the ICMA data), leaving available revenue to the private ambulance company.

EMS Category Response Times

The LVFR has a significant response plan for EMS incidents. This plan ties performance and deliverable EMS skills with response time. The following depicts the components of this plan:

- **All medical incident response**

  Baseline distribution performance—all medical response operations: The first arriving unit staffed with one two-person ALS transport-capable rescue unit, one four-person ALS engine company, or one four-person ILS truck company will arrive on scene to emergency medical incidents in populated areas of the city of Las Vegas within 10:51 total response time 90 percent of the time.

- **High-risk, life-threatening medical incident response**

  Baseline distribution performance—high-risk, life-threatening medical response operations: The first advanced life support (ALS) unit, staffed with a minimum of one EMT-Paramedic and one EMT-Intermediate will arrive on scene to high-risk life threatening medical incidents in populated areas of the city of Las Vegas within 9:27 total response time 90 percent of the time.

- **Six-person team medical incident response**

  Baseline distribution performance—six-person team medical response operations: The first advanced life support (ALS) unit, staffed with a minimum of one EMT-Paramedic and one EMT-Intermediate will arrive on scene to life-threatening cardiac/respiratory arrest (9D), drowning (14D), and traffic accidents (29D) medical incidents in populated areas of the city of Las Vegas within 9:00 total response time 90 percent of the time.

  Baseline concentration performance— six-person team response operations: Las Vegas Fire & Rescue will assemble an effective response force consisting of one four-person ALS unit and one two-person transport-capable rescue unit on scene to life-threatening cardiac/respiratory arrest (9D), drowning (14D), and traffic accidents (29D) medical incidents in populated areas of the city of Las Vegas within 12:14 total response time 90 percent of the time.

- **Moderate-risk medical incident response**

  Baseline distribution performance—moderate-risk medical response operations: The first advanced life support (ALS) unit, staffed with a minimum of one EMT-Paramedic and one EMT-Intermediate will arrive on scene to moderate-risk medical incidents in populated areas of the city of Las Vegas within 10:28 total response time 90% of the time.

- **Low-risk medical incident response**

  Baseline distribution performance—low-risk medical response operations: The first intermediate life support (ILS) unit, staffed with a minimum of one EMT-Intermediate will arrive on scene to low-risk medical incidents in populated areas of the city of Las Vegas within 12:52 total response time 90 percent of the time.

As with the discussion regarding fire operations, ICMA analyzed response data for EMS incidents as well. In this analysis, both average response time and 90th percentile was reviewed. Table 24 depicts average response time data for EMS incidents, and Table 25 depicts the 90th percentile response time data for EMS incidents.

TABLE 24: Average Dispatch, Turnout, Travel, and Response Times of First Arriving Unit, by EMS Call Type

Call Type	Dispatch Time	Turnout Time	Travel Time	Response Time	Sample Size
Cardiac and stroke	1.1	1.0	4.0	6.1	9,736
Seizure and unconsciousness	1.0	1.0	4.2	6.2	6,243
Difficulty breathing	1.0	1.1	4.3	6.4	7,179
Overdose and psychiatric	1.2	1.1	4.4	6.6	6,531
MVA	0.7	0.9	3.8	5.4	5,112
Fall and injury	1.1	1.1	4.3	6.5	10,970
Illness and other	1.1	1.1	4.2	6.4	14,812
EMS Total	**1.0**	**1.1**	**4.2**	**6.3**	**60,583**

Table 24 reveals the following information:

- The average dispatch time for EMS call types was 1.0 minutes.
- The average turnout time for EMS call types was 1.1 minutes.
- The average travel time for EMS call types was 4.2 minutes.
- The average response time for EMS calls was 6.3 minutes.

Table 25: 90th Percentile Dispatch, Turnout, Travel, and Response Times of First Arriving Unit, by EMS Call Type

Call Type	Dispatch Time	Turnout Time	Travel Time	Response Time	Sample Size
Cardiac and stroke	1.8	1.8	6.1	8.7	9,736
Seizure and unconsciousness	1.7	1.8	6.3	8.8	6,243
Difficulty breathing	1.7	1.9	6.5	9.1	7,179
Overdose and psychiatric	2.1	2.0	7.3	10.0	6,531
MVA	1.2	1.5	6.3	8.3	5,112
Fall and injury	1.9	2.0	6.9	9.6	10,970
Illness and other	1.9	1.9	6.6	9.3	14,812
EMS Total	**1.8**	**1.9**	**6.6**	**9.2**	**60,583**

Note: The 90th percentile response time is not equal to the sum of 90th percentile of dispatch time, turnout time, and travel time.

Table 25 reveals the following information:

- The 90th percentile dispatch time for EMS call types was 1.8 minutes.
- The 90th percentile turnout time for EMS call types was 1.9 minutes.
- The 90th percentile travel time for EMS call types was 6.6 minutes.
- The 90th percentile response time for EMS calls was 9.2 minutes.

Figure 31 illustrates how the average and 90th percentile travel time tables match 240-, 360-, and 480-minute bleeds from each of the current fire stations in the city, as well as how these data benchmark against the LVFR response plan for EMS incidents. Figure 32 shows how this will be improved with the proposed new locations for EMS deployment (pinned in blue).

FIGURE 31: 240-, 360-, and 480-Second Response Bleeds

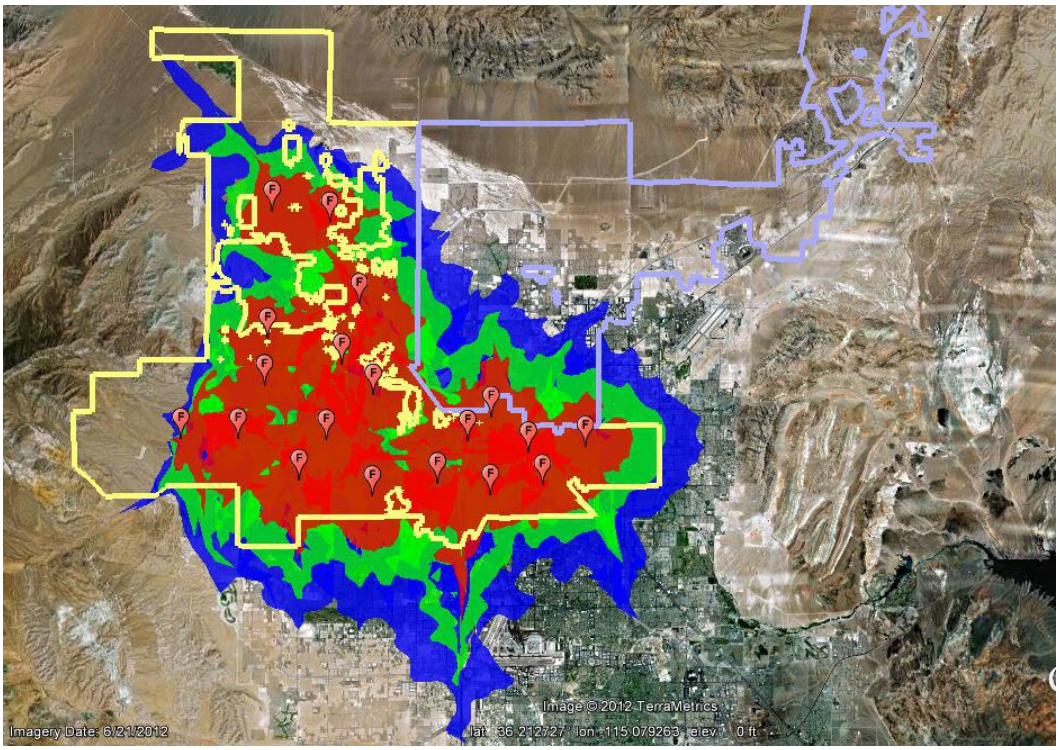
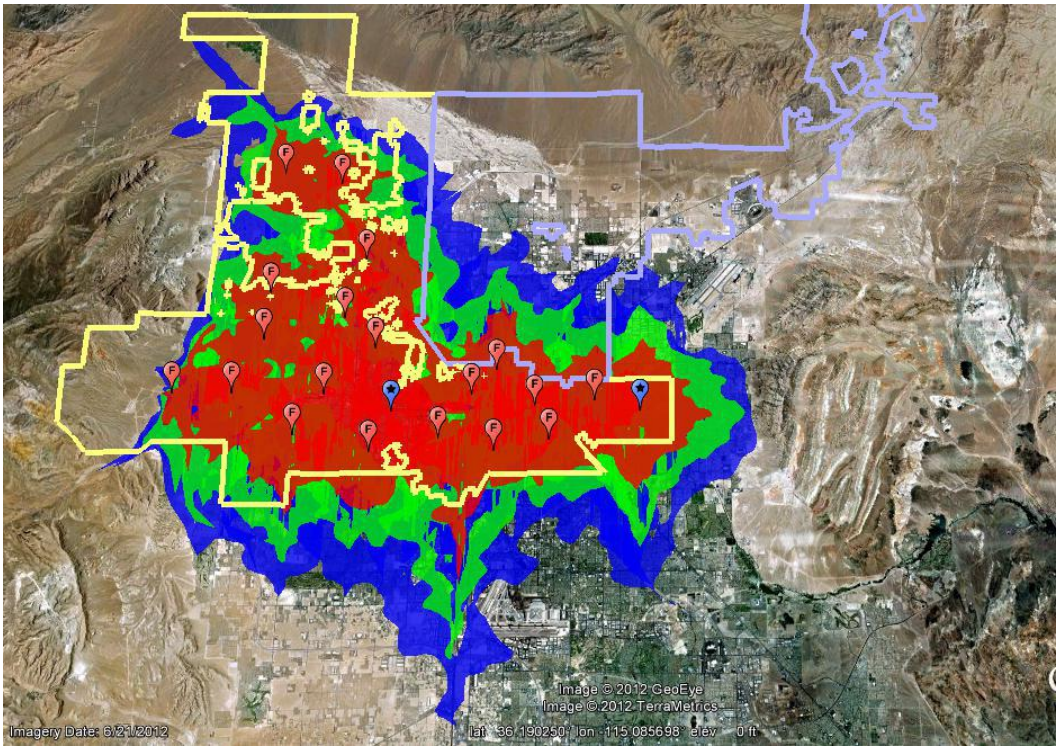


FIGURE 32: 240-, 360-, and 480-Second Response Bleeds from Current and Proposed EMS Deployment Sites



EMS Quality Management

LVFR does not currently perform continuous quality improvement (CQI) on EMS calls (with the notable exception of cardiac arrest). Given EMS's strong connection to health care and the role of physicians in providing oversight, it is not surprising that the performance assessment strategies that are used in hospitals have been adopted by EMS systems. Quality management (QM), which originated in the manufacturing sector, has been a part of health care, including EMS, for more than 30 years.

Early QM initiatives focused on quality assurance, which involved reviewing events that had already happened to see whether EMS staff had met a defined expectation. Later efforts focused on CQI, a more systemic approach. CQI relies on data analysis to evaluate the system as a whole, ensuring that the structure and processes are effective and efficient so that people are able to perform at their best. CQI works through team building and by reducing the "us versus them" mentality that can characterize relations between employees and managers.

Although identifying what to measure and developing CQI processes is not easy, new technology can help by automating data collection and making data analysis easier. Real-time data—

information that is provided as it happens—is essential to management decisions that will lead to dramatic and lasting effects.[58]

Quality management is mentioned in this section of the report because an outcome is to identify compliance with established performance indicators. Improvement cannot be made in any system, including EMS, unless continuous quality management and evaluation of the system occurs, and when issues are identified, appropriate training or retraining occurs, and/or adjustments to the system are implemented.

The LVFR's medical director is highly educated and is renowned in his profession as a medical doctor and emergency medical researcher, but he alone cannot provide overarching management of the EMS system, provide appropriate and required EMS training, and perform effective quality management. Figure 33 illustrates the quality assurance requirements of the Southern Nevada District Board of Health for all permitted ambulance services and/or fire departments in Clark County. At a minimum, the current medical director is in need of a quality assurance position to support achieving the EMS mission. A QA position was approved in the current budget but remains vacant. ICMA strongly recommends this position be filled as soon as possible in accordance with the points illustrated in Figure 33.

FIGURE 33: Southern Nevada District Board of Health Quality Assurance Regulations

Emergency Medical Services & Trauma System Regulations

The following excerpt is from the Southern Nevada District Board of Health, 900.050 (ambulance service) and 1100.050 (firefighting agency).

I. Each permittee who operates an *ambulance service or Firefighting Agency* in Clark County shall have a Quality Assurance Director.
II. The Quality Assurance Director shall:
    a. Be actively involved in or have prior active involvement in the provision of Emergency Medical Services;
    b. Provide advice on Patient care and handling;
    c. Oversee any required continuing medical education;
    d. Be responsible for quality assurance (Q.A.) review to ensure compliance with these Regulations and the protocols issued by the Health Officer;
    e. Have health care experience at a level not less than the level identified on the Permit or as otherwise approved by the Health Officer; and
III. Participate in regularly scheduled reviews of Q.A. activities at the Health District.

[58] Jay Fitch and Keith Griffiths, "EMS in Critical Condition: Meeting the Challenge," *ICMA IQ Report* 37 (2005), 5, http://www.fitchassoc.com/download/ICMA%20IQ%20Report%20-%20EMS%20Critical%20Condition.pdf (accessed on October 31, 2012).

In addition, to assist in the field delivery of quality management and field training in the EMS discipline, ICMA recommends the current shift EMS field coordinator position report directly to the medical director/deputy chief position to assist in carrying out this necessary program function. Because this is a direct field assignment, the employee in this position can provide day-to-day quality management of EMS performance indicators and carry out necessary training and retraining as prescribed by the medical director and/or quality assurance position.

Cost/Benefit/Risk of Altering Current EMS Response and Transport

The city asked ICMA to analyze cost benefit and the risk of altering current (EMS) response and transport. Several alternative staffing and deployment models are available and discussed here in no particular order. ICMA recognizes these are city council policy decisions and therefore is not recommending one alternative over another. The alternatives include:

- Discontinue the LVFR EMS transport service delivery model. By choosing this alternative, the city can realize substantial personnel and equipment savings by discontinuing the current deployment of 21 rescue units (126 FTEs, maintenance and replacement costs of frontline and reserve ambulance fleet at an estimated annual savings of $14-$18 million). The private ambulance transport service would respond to and provide EMS transport 100 percent of the time. The LVFR would respond with fire apparatus in a tiered response system. Through a high-performance emergency medical dispatch system, the LVFR would respond with fire apparatus to high-priority EMS calls, as determined by the medical director and filtered by the emergency medical dispatch system as a first response tier, and would provide pre-hospital care at the advanced level until a private transport unit arrives. The private ambulance service would respond as a single responder to low priority calls and would handle these calls as the primary agency.

- LVFR engages the EMS transport service delivery model fully, with a goal of transporting all patients. If this service delivery model is chosen, substantial additional estimated annual revenues of $12-$14 million may be realized (dependent on collection rate and number of transports) and can be utilized as a fee offset for this service. A change from 24-hour shifts to 12-hour "peak load staffing" and dynamic unit deployment would ensure the appropriate number of units on duty when peak demand occurs. Twelve-hour shifts would ensure a more manageable workload for employees as benchmarked against a defined and acceptable UHU. The private ambulance service could provide surge capacity when the LVFR system is taxed due to high demand, and could continue to be utilized for interfacility transports. Current UHU and demand shows this option could be implemented at the current staffing level, but a modest increase in FTEs may be required (based on demand) as the model is deployed.

The city is currently assuming a high level of risk exposure because the LVFR does not use a medically-based decision protocol to determine who (the LVFR rescue or the private ambulance service) will provide patient transport to the hospital. As discussed earlier in this report, both the LVFR and the private ambulance service are dispatched to nearly all EMS calls in the city, with exception of motor vehicle accidents (which LVFR handles as the primary agency). When the ICMA team asked about this, LVFR staff stated that the decision process is based on the condition of the

patient: that the "LVFR transports the sickest patients." ICMA confirmed with LVFR management that there is no written protocol that defines "the sickest patients" or outlines a protocol on EMS transport when both agencies are on the scene.

Revenue from two to three transports per day per LVFR rescue unit cannot support or justify the current LVFR EMS delivery system. The LVFR currently is spending an estimated 2 to 3 times more than it garners in available EMS transport revenues. If the city chose to discontinue the LVFR EMS transport service delivery model, it could return to the pre-1999 EMS model. The private ambulance service company would still provide ambulance transport, and the city could reduce substantially the costs of the fire department. Conversely, if the city were to enhance or engage fully the LVFR EMS transport service delivery model, it would realize a substantial increase in revenues, enough to substantially offset the cost for this service.

Recommendations:

- Consider the alternative staffing and deployment models presented in this report. Utilize as the foundation for decision making the workload and deployment data, unit utilization, and demand for service, current response times, station locations and overall response time bleeds from current stations, the ability to sustain department funding, and the opportunity to increase revenue as a means to offset expenses in this division.

- Improve working relationship with the private ambulance service. Establish a global view of the total EMS system with a focus on efficiency and effective delivery of the service, utilizing all available resources from both agencies. The LVFR fire chief, the LVFR medical director, and the AMR general manager should meet at least monthly.

- Fill the position of quality assurance director as soon as possible, in accordance with Emergency Medical Services & Trauma System Regulations.

- Realign the shift EMS field coordinator position as a direct report to the medical director/deputy chief position to assist in carrying out the field program functions of quality management.

Recommendations discussed earlier that directly apply to this report section and that are **strongly recommended:**

- Develop a decision tree/protocol for EMS transport when the private ambulance company is on scene with LVFR rescue units and which has a focus on efficient patient care and transport. Included in this protocol should be a maximum amount of time a LVFR unit will wait for a private ambulance unit regardless of the level of the patient's condition.

- The department should **not** place a limit or goal on EMS transports by LVFR units.

Essential Resources

Specialty services in the Southern Nevada area are largely provided by the LVFR. Bomb squad, technical rescue, hazardous materials, and CBRNE units respond to calls in Las Vegas, North Las

Vegas, Clark County, and noncontiguous jurisdictions when requested. Some mutual aid responses for specialty services require a one-hour drive to the scene. The LVFR also covers much of the unincorporated area of Clark County in the northwest region near Mt. Charleston until relieved by Clark County or local volunteer companies.

Water Supply

The water supply agency in the city of Las Vegas is the Southern Nevada Water Authority, which provides water to the retail distribution organization known as the Las Vegas Valley Water District. The district is headed by a board of governors that is made up of the Clark County Commissioners. The district is the distribution agency delivering water service to the city of Las Vegas, unincorporated Clark County, and several other communities.

In 2008 representatives of the ISO visited Las Vegas to determine the fire protection rating for the community. The evaluation of water supply represents 40 percent of the total score in that evaluation process. As a result of the review, the city of Las Vegas continued to receive an ISO 1 class rating. Contributing to that rating was a score of 38.11 points out of a perfect score of 40, or 95.3 percent of full compliance in the water supply section of the evaluation. (A minimum overall score of 90 percent score is necessary to obtain a Class 1 rating.) The water supply component of the evaluation covers the supply system, capacity of water mains, hydrant distribution, the types of hydrants, and the inspection and maintenance of hydrants.

The LVFR is responsible for conducting annual inspections of hydrants. ISO requires twice per year inspections for full credit on this review category. ISO provides 80 percent credit for once per year inspections but since this review category (inspection and condition of hydrants) is worth only three points towards the department's total score, the deduction is only 0.6 points.

The fire department is also responsible for the repair and replacement of hydrants and bears the financial burden for that activity. The annual cost for this is charged against the fire department budget. In the unincorporated area of Clark County, hydrant repair and replacement of fire hydrants is a responsibility of the Las Vegas Valley Water District. The financial responsibility is also borne by the water utility, not by the Clark County Fire Department.

The city should consider negotiating a consolidation of this responsibility for hydrant repair and replacement to the Las Vegas Valley Water District. Since the city has fewer than half of the district's 1.3 million customers, there should be economies of scale at perhaps a lower cost than what is currently being expended.

Emergency Communications

The LVFR is provided with emergency communication services from the Fire Alarm Office (FAO), an agency that reports to the chief of the LVFR's Emergency Services Division. The FAO provides for the handling of emergency calls regarding fires and emergency medical services in the cities of Las Vegas and North Las Vegas and unincorporated Clark County. These calls are received from the Las Vegas Metro Police Department (LVMPD), which serves as the 911 public safety answering point (PSAP). The LVMPD then transfers fire- and EMS-related calls to the LVFR FAO, which then dispatches calls to the fire departments of Las Vegas, North Las Vegas, and Clark County. The FAO

received 325,222 calls in 2011, resulting in 239,837 dispatches to the three departments. The LVFR had 92,199 incident responses in 2011. Of that number 1616 (2 percent) were fire related, 85,117 (92 percent) were emergency medical responses, and 5,466 (6 percent) were other types of calls.

In addition, the FAO transfers EMS calls to AMR, which dispatches its ambulance units. It is important to note that there are some hotels and casinos that call directly to the FAO. When this occurs, the FAO becomes the PSAP. These calls account for 25 to 30 percent of FAO's total incoming call volume.

There is a CAD-to-CAD interface between the FAO and AMR. This allows the call, when loaded at the FAO, to be sent to the AMR CAD for quicker call processing. Although this enhances communication between the two communications centers, the ICMA team notes two concerns: First, when AMR dispatches a unit to an incident to which the LVFR is also responding, there is very little communication between the two communication centers regarding responding unit locations. It is naturally assumed by AMR the LVFR units are responding from their fixed base. As mentioned earlier, AMR units have no fixed based for each unit and are deployed under a dynamic deployment system. Because LVFR and AMR units routinely respond together, it is beneficial for each to understand from where the other agency's unit is responding and to be notified when the first unit arrives on a scene. AMR has automatic vehicle location (AVL) capabilities that enable AMR dispatchers to see where AMR units are, but this capability is not shared with the FAO.

Second, some time ago the LVFR issued portable radios for AMR to use in its ambulances to enhance communications, but this capability is not currently utilized. When dispatched to calls together, LVFR and AMR units are not assigned a common radio channel and do not communicate with one another. There is no unit-to-unit communication for incident updates to be provided before *or* after a unit arrives on scene. At times only one agency is needed, and the lack of notification of the other agency results in inefficiencies for the entire EMS system. This practice negates the national goal of interoperability. Although some interoperability exists at the communication center level, it should be maximized at the operational street level.

The FAO is physically located in the LVFR headquarters building. It also is organizationally housed in the LVFR, but it is supervised by a three-member board of directors composed of the fire chiefs of Las Vegas, North Las Vegas, and Clark County. There is also an operational committee composed of the operations chief of each of the three departments. Funding is divided among the three departments on the basis of call volume. This results in the following funding allocations to support this division of the LVFR: Clark County, 52 percent; Las Vegas, 38 percent; and North Las Vegas, 10 percent.

The FAO is a very solid internal LVFR organization; it scored 9.75 out of a possible score of 10.00 on the recent ISO evaluation. One item of note is the creative approach to having ready-to-go portable communication bags, stocked with portable radios, cell phones, spare batteries, and other supplies, that are prepared for employees to take with them if required to relocate to another location in an emergency situation, This would enable dispatching to continue by portable radio and cellular phone. This mobile redundant communications center focused on continuous, uninterrupted service is a best practice.

In 2008, the FAO was the subject of review by Fitch & Associates, a medical transportation and EMS consulting firm. The review resulted in a list of recommendations covering the areas of leadership and management, medical priority dispatch, training, call volume, floor operations, resource coordination, volunteer stations, radio channels, computer issues, call processing standards, console configuration, single points of failure, emergency trigger procedures, support issues and FAO attributes. The three reports covering these fifteen areas of study offered 105 specific recommendations.

Three of the most important recommendations were implemented. Of the remaining 102 recommendations in the Fitch report, the ICMA team considers those related to a priority medical dispatch system to be most important. The Fitch report states:

> The absence of a solid quality improvement process that follows Medical Priority Dispatch System (MPDS) guidelines (LVFR's current emergency medical dispatch system) severely hampers the organization's efforts to support and improve employee performance and to provide quality dispatching services.
>
> - FAO's incomplete implementation of the Medical Priority Dispatch System negatively impacts all aspects of FAO operations.
> - The absence of a solid Quality Improvement process that follows MPDS guidelines severely hampers the organization's efforts to support and improve employee performance and to provide quality dispatching services.
> - FAO employees receive little performance feedback. Continuing education and call review efforts are minimal at best and place the entire system (employees, the City, responders and the public) at risk particularly with regards to responder and caller safety, utilization of resources, prioritization of responses, and would provide for the delivery of pre-arrival instructions.[59]

Similarly, in August and September of 2012, ICMA found no quality improvement process in place in the FAO. Requests for medical assistance calls continue to be received in the FAO and categorized using MPDS: "(1) Whereby Certified Emergency Medical Dispatchers (EMDs) give lifesaving pre-arrival instructions to person requesting the same; and (2) Which provides for the dispatch of the appropriate level of emergency vehicle response; A, B, C, D, or E as determined by use of a priority card or computer program, based on the severity of the medical emergency and information obtained from the caller."

Beyond simple numbers, an EMS category call type report cannot be created for the FAO. It is essential that the FAO create and fill a communications quality improvement officer position that would be responsible for analyzing emergency telephone calls into the FAO and using software tools to compare individual employee performance in a continuous process designed to improve the system and benchmark performance. Advanced Quality Assurance (AQUA), a software tool created by Medical Priority Consultants and approved by the NAEMD, can automate most functions

[59] Fitch & Associates, Report on the Fire Alarm Office, 2008.

of EMD case review and is compatible with the MPDS system software. This software pinpoints problems, but it requires a qualified staff person dedicated to the activity of quality improvement.

The city should undertake a comprehensive review of the remaining Fitch recommendations and prepare a status report on their implementation.

At some point in the future it will be necessary to relocate the dispatch center to a new location necessitated by the expansion of the freeway. This has led to discussion of either the colocation or organizational merger of the FAO with the dispatch activity of the LVMPD, an independent city/county police agency which is the 911 PSAP. As discussed in the following section, these solutions have merit, as the lag time generated by the current system of e-911 call transfers can potentially be significant, or a call can potentially be dropped.

Cost/Benefit/Risk Analysis as well as Efficiencies of Co-locating and/or Integrating Fire/EMS Communications with Police 911 Communications

As discussed, the LVMPD communications division is the primary PSAP for emergency calls for service for the LVFR FAO. In addition, this agency is the PSAP and provides dispatch services for the LVMPD jurisdictions. In 2011 the LVMPD communications division answered 1,031,605 e-911 calls for service and dispatched 490,502 calls. Combined e-911 phone calls and other nonemergency phone calls into this communications center totaled 3,309,310.

Currently the LVFR fire communications system utilizes a different CAD system than does the LVMPD. The two systems are not integrated, and the FAO therefore has no direct communication with LVMPD during emergency incident responses.

There are many benefits of co-locating and potentially merging FAO with the LVMPD communications. The ability to cross-train personnel for emergency situations, the sharing of space and integration of equipment, the facilitation of face-to-face problem solving, and the elimination of lag time involved with the transfer of calls due to a lack of CAD-to-CAD capability are among the more obvious reasons to consider this.

Merging two entities into one for the purpose of delivering similar services stimulates the opportunity to develop new service delivery models that can achieve greater efficiencies. In this scenario, there are obvious fiscal and operational efficiencies. The city of Las Vegas currently supports a CAD system and FAO communications equipment. As the city currently funds LVMPD police services in the city, the assumption is this funding also includes fractional support for the LVMPD communications center. Costs also include staffing the FAO to include supervisory and management personnel. In a consolidated center, efficiencies may be found in having a single CAD and emergency communications equipment, and efficiencies in staffing may also be found through a different service model. In addition, a combined communications center occupies one facility.

Joining these two communications centers has issues however. The first is space. The current LVMPD communications center may not have the requisite space needed to incorporate the consoles, hardware, and staffing currently deployed by the FAO. Moving to a new facility or expanding the current LVMPD facility may be an option; however, this could have significant cost.

Second, the two entities have separate and distinct CAD and radio systems. Further study must be done on compatibility of current system radios with one CAD or the other, and any upgrade potentially may have significant cost. Lastly, although joining the two entities may create significant efficiencies in the long-term, governance and management of both operations is a decision point that has to be decided upfront. As perceived by the FAO, a merger would represent a takeover of fire dispatch by police communications since the police agency is not a part of the same local government. Based on ICMA's discussion with the FAO communications manager regarding the pros and cons of a merger, FAO would lose the capacity to design and implement complex dispatch protocols for emergency medical dispatch or to make changes to fire suppression run cards and response procedures. Complicating this is the fact that the FAO already is a joint communications center handling fire and EMS calls for three jurisdictions. As already noted above, the governance and funding formula for the FAO is already in place. Consolidating with the LVMPD would need to be agreed upon by the three jurisdictions.

Emergency Management

The Office of Emergency Management (OEM) is organizationally located in the city of Las Vegas Office of Administrative Services. The OEM was previously administered in the fire department but was relocated to Administrative Services in 2004, and the director of the Office of Administrative Services reports directly to the city manager.

The OEM is managed by an emergency management officer, who is assisted by a business specialist. Both individuals are highly qualified and have met all of the state certification requirements. The emergency management officer is also nationally recognized as a certified emergency manager (CEM).

The emergency management officer has the primary responsibility for coordinating and monitoring the emergency planning activities of all city departments and allied agencies. The emergency management officer is also responsible for ensuring the readiness (equipment, stocked materials and supplies, situational awareness monitoring, etc.) of the emergency operations center (EOC). The EOC was recently relocated from the fire administration building (now used as the backup EOC) to a new spacious, well equipped, and fully functional EOC.

The mayor of Las Vegas, as the chief elected official, is the legally responsible emergency manager for the city. By state law, the mayor has the authority to declare a disaster for the city and to request, if needed, a state disaster declaration and disaster assistance from the governor of Nevada. The governor can then declare a state disaster, as well as request from the President of the United States a federal emergency or disaster declaration. If the mayor is unavailable or incapacitated, the emergency operations plan (EOP) clearly details who would have the responsibility to serve as emergency manager (first, mayor pro-tempore; next, two council persons; next, city manager, etc.). The current all-hazard EOP was adopted by the Las Vegas City Council in 2004 and is currently now under revision.

The EOP integrates best planning practices from the DHS Comprehensive Planning Guide and is consistent with the National Incident Management System (NIMS), which is integrated into the plan. The city uses the incident command system as its operational guide. The plan includes three

escalating levels of emergencies from a local emergency declaration, to a county or statewide emergency, to a major disaster including a state and presidential disaster declaration. The plan includes a complete set of emergency support functions (ESFs) that provides guidance for determining which city department will serve as the primary agency for each emergency function. The LVFR serves as a primary agency for some of these functions; it also serves as a support agency to a number of other departments, including the LVMPD, which is the lead agency to conduct an evacuation.

The Las Vegas emergency management officer regularly schedules training for local elected officials and department heads to ensure that they are knowledgeable about their EOP responsibilities. These training activities are conducted throughout the year to maintain operational readiness and to validate the currency and accuracy of the EOP.

In addition to the many training courses available through Nevada's Office of Emergency Management, the Federal Emergency Management Agency (FEMA) offers emergency management, recovery, train-the trainer, and numerous other courses at the Emergency Management Institute (EMI) in Emmitsburg, Maryland. FEMA offers these courses to local government officials at almost no cost except for meals ($34/day). Tuition, air/car travel, and course materials are reimbursed to the locality. The Integrated Emergency Management Course (IEMC) is of particular interest to mayors, city managers, department heads, and emergency management managers. The IEMC stresses the integration of functions, resources, organizations, and individuals in all phases of emergency management. The IEMC course is offered in several versions (earthquakes, hurricanes, homeland security, etc.) and for officials from one city or county or together with a number of communities in a regional area or Standard Metropolitan Statistical Area (SMSA). Credit should be extended to the OEM for taking advantage of these low cost and high quality state and national training opportunities.

Homeland Security

Homeland security, which consists of the bomb squad and arson investigations, is administered in the LVFR's Business and Planning Division. The division is managed by a deputy fire chief. The bomb squad/fire investigation unit is led by a supervisor. The bomb squad and arson investigations are combined as a dual-use unit. This provides training efficiency since both job specifications require law enforcement training (defensive tactics and firearm training). There is less than one simultaneous call for service between the two functions per year; on the rare occasions when this does occur the bomb squad is given priority. Twelve bomb squad/arson investigator technicians make up the unit, with one supervisor and two technicians serving on each 10/14 shift. All of the unit's investigators are International Association of Arson Investigators (IAAI) members and all are certified as Peace Officers. Three acting technicians currently on the promotional list are used as fill-ins to limit overtime costs.

The bomb squad responds to calls for service dispatched though LVMPD. These calls include explosive disposal, explosive chemical, suspicious packages, military ordinances, incendiary devices, and ammunition responses. In addition to these calls for service, the bomb squad serves as part of dignitary protection details and on operational standby during special events. Members of

the bomb squad are required to train a minimum of 16 hours per month to maintain their credentials.

The bomb squad works as a part of an overall special response capability for the city and the metro area that includes CBRNE, HAZMAT, and technical rescue. The bomb squad has an excellent professional reputation. It is equipped with cutting-edge safety technology and equipment for electronic countermeasures.

TABLE 26: Bomb Squad Responses, 2008–2011

Year	Total Responses
2008	176
2009	249
2010	204
2011	153

According to staff, over the past several years the bomb squad's relationship with the LVMPD has been strained. The primary reasons mentioned by the people interviewed by ICMA's team are the lack of an agreement on an on-scene response protocol (national guidelines regarding ARMOR) and the impression that the LVFR is either not dispatched at all or not in a timely manner. This seems to be reflected in the decline in the number of calls for service. As shown in Table 26, these calls decreased 39 percent between 2009 and 2011.

The bomb squad/fire investigations unit is organizationally placed in the LVFR's Budget and Planning Division. The placement was made due to this deputy chief's previous experience with the bomb squad and to redistribute work after the LVFR staffing was downsized. The ICMA team believes that the LVFR should reconsider the proper location of this unit to the Special Operations section of the Emergency Services Operations Division.

The workload for fire investigations has remained steady over the past four years and fire losses due to arson have significantly declined. As shown in Table 27, fire losses due to arson are down over 45 percent since 2008.

TABLE 27: Fire Investigation/Arson Loss

Year	Fire Investigations	Losses Due to Arson
2008	217	$1,552,325
2009	249	$1,296,035
2010	241	$ 890,585
2011	216	$ 702,425

A juvenile arson setter program is managed by the arson unit in conjunction with the Fire Prevention and Public Education Division. The program has been successful in investigating juvenile arson, providing fire education to their families, and helping these young offenders via local and regional intervention programs. Nine juveniles were referred to intervention in 2009, eight in 2010, and nine in 2011. The clearance rates for both juveniles and adults have steadily improved from 15.4 percent in 2009, to 20 percent in 2010, to 24 percent in 2011.

Recommendations:

- The city should negotiate the consolidation and the transfer of hydrant repair and replacement for a fee to the Las Vegas Valley Water District.

- The Fire Alarm Office (FAO) should undertake a comprehensive review of all of the recommendations in the three-volume report submitted by Fitch & Associates (May 2008). A scorecard of the status of each recommendation should be maintained and reviewed by the department senior management at least annually.

- It is strongly recommended the LVFR create, within the FAO, a communications quality improvement officer position to ensure a continuous process improvement program designed to improve the EMS system and to measure performance against industry benchmarks.

- The city of Las Vegas and its two partners in the Fire Alarm Office (the city of North Las Vegas and Clark County) should continue to study the possibility of colocation and possible merger of its emergency communications activity with Las Vegas Metro Police when relocation becomes necessary due to freeway expansion.

- The LVFR should work with AMR to implement an interoperability system to include one or more common channels for calls to which the agencies respond together. Procedures and guidelines should be established to ensure proper communication between the two agencies regarding the on-scene environment and patient condition.

- The LVFR should consider organizationally relocating the bomb squad/fire investigations unit from the Business and Planning Division to the Special Operations section of the Emergency Services Operations Division, where it can be housed with chemical, biological, radiological, nuclear and explosive (CBRNE), hazardous materials (HAZMAT), and technical rescue for continuity among like operations.

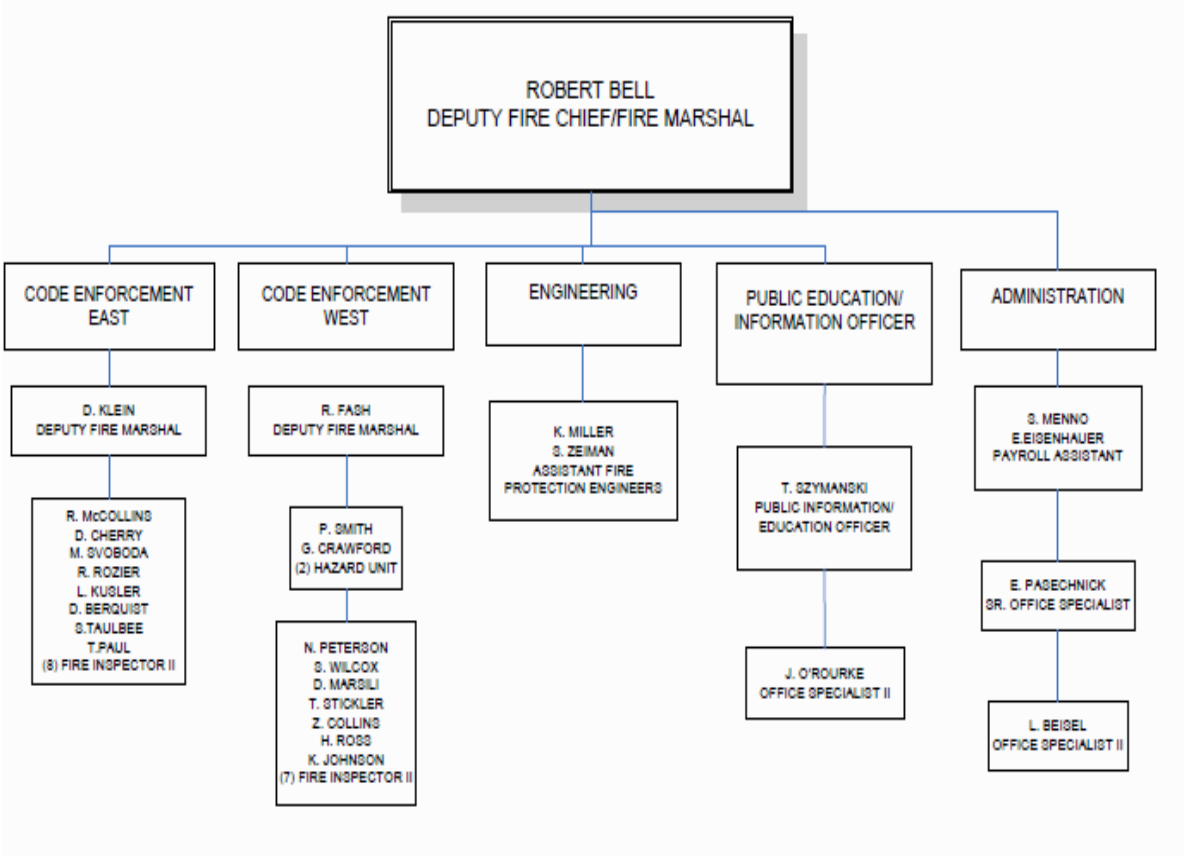
- The LVFR should review the 10-14 shift schedule currently utilized by the bomb squad/fire investigations unit, with the goal of finding a more efficient schedule that reduces overtime. Current workload, analysis of the times of day that calls are occurring, and the availability of qualified staff should serve as the foundation for this review.

Fire Prevention/Public Education/Fire Investigations

The LVFR Fire Prevention Division provides code enforcement, plan review, and public safety education services to the city of Las Vegas. In addition, the division administers the LVFR's human resource function, including the positive discipline program and payroll.

Figure 34 outlines the organization of the Fire Prevention Division. The division is administered by a deputy fire chief/fire marshal, who is assisted by two assistant fire marshals and a public education information officer. Two fire protection engineers serve as plan reviewers.

FIGURE 34: Fire Prevention Division Organizational Chart



Fire Prevention

Fire inspections are divided into two sections: one section serves the east side of the city and one the west side. Each section is supervised by a deputy fire marshal. The division has 17 inspectors, split between the east and west sections. Fire inspectors work out of individual fire stations and have established excellent communication with the fire companies. This staffing arrangement allows fire inspectors, in addition to completing their routine inspection assignments, to provide assistance to the station captains and battalion chiefs with pre-fire planning and identifying and mitigating the various and distinct hazards in their response areas.

Plan reviews are conducted by two fire protection engineers who work closely with the city's Planning Department and the Building and Safety Department, which was recently co-located in the Development Services Process Center. The Fire Prevention Division, along with rest of the LVFR, has implemented a quality assurance program to monitor, via a checklist approach, the division's activities to ensure consistent, high-quality work practices and customer service.

Unique to the city of Las Vegas is that fire investigations are provided separately under a homeland security division that includes the city's bomb squad (as discussed earlier in this report).

The city of Las Vegas, along with Clark County and the cities of Henderson and North Las Vegas, adopted an amended 2009 edition of the International Fire Code in May 2010. The modifications

(mostly enhancements) were adopted by a consensus of the Southern Nevada Fire Code Committee, which consisted of representatives of the four public entities.

The recent housing downturn, recession, and slow economic recovery have significantly reduced the number of fire inspections and plan reviews conducted by the fire prevention division since 2008, as shown in Tables 28 and 29. Total inspections since 2007 are down 22 percent, new construction reviews are down 36 percent, and total calls for service are down 27 percent.

TABLE 28: Fire Division Prevention Activities, 2006–2011

Year	New Construction	Business Licenses	Customer Service and Other	Total Calls for Service	Distinct Businesses Visited	Total Inspections
2006	7,359	5,466	450	13,275	10,902	23,222
2007	7,689	5,798	707	14,194	12,634	27,275
2008	7,758	5,775	881	14,414	10,885	22,159
2009	6,283	5,848	959	13,090	11,065	24,833
2010	4,678	5,031	968	10,677	11,905	24,671
2011	4,985	4,846	706	10,537	10,279	21,339

TABLE 29: Plan Reviews, FY 2007–2012

Fiscal Year	Plan Reviews
FY 2007	7,040
FY 2008	5,305
FY 2009	3,813
FY 2010	3,843
FY 2011	3,791

In conjunction with the severe reduction in building construction, the fire prevention budget was significantly impacted by the recession. As Table 30 shows, the Fire Prevention Division has lost over 28 percent in annual funding since 2008, which marked the height of the housing bust. This is a much larger percentage than the overall reduction in total workload and has significantly affected the division's staff.

Table 30: Fire Prevention Budget, FY 2007–2011

Fiscal Year	Budget
FY 2007	$5,198,907
FY 2008	$4,867,218
FY 2009	$4,414,643
FY 2010	$4,103,694
FY 2011	$3,719,384

Since the beginning of the recession in 2008, the fire prevention staff has been reduced by 12 FTEs, a reduction of over 35 percent (see Table 31). The reduction in fire prevention staff, which is a direct result of the budget cuts, has affected the division's ability to complete current fire inspections and plan reviews in a timely manner.

TABLE 31: Fire Prevention FTEs, FY 2007–2011

Fiscal Year	Total Fire Prevention FTEs	Division Management	Fire Inspection FTEs	Fire Plan Check FTEs	Public Education
FY 2007	34	1	29	3	2
FY 2008	34	1	29	3	2
FY 2009	29	1	24	3	2
FY 2010	27	1	22	3	2
FY 2011	22	1	17	2	2

To improve the general business climate and to remediate the effect of the recession on Las Vegas, city management has worked hard in the past few years to improve customer service in the regulatory process for the local business community and to reduce the overall cost of starting a new business in the city. A significant part of this effort has been to try to make it easier and faster for a new business to go the through the city's zoning, planning, and permit process. Previously, a new business owner or developer had to go to five different city departments in three different buildings, navigating a city regulatory process that had little regard for customer service. Today, after several years of study (including the Kirchhoff study, 2009)[60] and a significant reorganization, the city has a Development Services Process Center managed by an assistant city manager. The five regulatory departments have been consolidated into three new departments and are located in the same building, customer service has improved, inspectors have been cross-trained, and a significant part of business licensing (40 percent) can be accomplished online. The fire inspection and plan review process has remained outside of this streamlined regulatory process.

Maximum Efficiency of the Fire Plans Examiner and Inspections Function

After interviewing staff in fire prevention, building administration, and city management, the ICMA team has concluded that the large reduction in fire prevention staff over the past three years has been a prime driver of customer delays and other interdepartmental inefficiencies. Several examples illustrate the impact the staff reductions have had on the Fire Prevention Division. The lack of administrative staff has forced the deputy chief/fire marshal to spend 65 to 75 percent of his time on detailed administrative and human resource issues. The two fire protection engineers are bogged down with administrative details and are unable to keep up with the plan review process—only 25 percent of plan reviews are completed within 10 business days. In addition, fire inspections are delayed because the workload is exceeding the time available to do them—overall only 50 percent of all hazard groups are visited within12 months. As the economy slowly recovers and the business environment improves in the city of Las Vegas, this situation will likely become even worse, unless additions to fire prevention staffing are made.

[60] Kirchhoff & Associates (2009). *City of Las Vegas Development Review Process Efficiency Analysis.*

To correct these dysfunctions the fire marshal should reallocate his time to focus on improving the division's customer service and improving the working relationship with the city's building department and other regulatory units. A customer service representative that is currently approved for up to 19 hours per week should be allocated as full-time and located at the Development Services Process Center to handle fire engineering and fire prevention phone calls. To address understaffing in the plan review section, the LVFR should hire a plan review technician and a senior fire protection engineer to manage and supervise the two plan reviewers. The plan review technician would be responsible for "express" reviews that do not require any type of submittal, such as pre-engineered kitchen-hood extinguishing systems, and other similar reviews that could be handled quickly. These additions to fire prevention staff and refocusing the fire marshal's time would significantly improve customer service and efficiency.

Public Education

The Public Education and Information Office is part of the LVFR Fire Prevention division. This office handles all requests and programs for public fire and safety education, information, public affairs, public relations and outreach for the fire department. The battalion chief serves as the public education and information officer (PEIO) and is assisted by one administrative assistant. The administrative assistant takes public education and information requests and schedules and assigns them as needed.

The Public Education and Information Office has for its use three vehicles (an education van, a Chevy 3500 van to haul the fire safety house, and a Toyota Prius for short trips), as well as four utility trailers and a 39-foot Fire Safety House.

Among the activities of the Public Education and Information Office is the Fire and Education Class, a 90-minute program presented to hotel and casino employees, medical personnel in offices and hospitals, schools, law enforcement agencies, private businesses, and the general public. The classes are taught at all hours of the day to accommodate 24/7 businesses and organizations such as hospitals, hotels, and casinos. The PEIO presented 99 Fire and Life Safety Education classes (3,912 students) in 2011, 177 classes (5,569 students) in 2010, and 2,011 classes (9,359 students) in 2009.

Other classes include the Fire Safety House for school children and fire and life safety for senior citizens. The Fire Safety House, which simulates a smoke-filled room to give students practice crawling low, is usually set up in schools so all students can go through it.

The following list of fire education, public information, and community outreach programs provide insight into depth and breadth of the PEIO offerings:

- **Fire Safety Warden Program:** A new program has been developed that teaches the proper way to evacuate a building and how to work with firefighters using the Incident Command System. The Fire Safety Warden (FSW) training program is one hour in length; all students must have previously completed the general Fire & Life Safety/Extinguisher class. The FSW class is usually attended by people designated to be safety wardens for their buildings to assist with evacuation in the case of an emergency. At completion, participants are given a wallet card and a special orange vest, which is now used countywide. Fire service personnel

recognize the orange vest as an indicator that trained fire safety wardens are available to assist. The program has been delivered to federal and state agencies and to a number of businesses, hotels, and casinos in the Las Vegas Valley. The FSW program has been delivered for the past two years; 375 people completed the course the first year, and 507 the second.

- **Interactive fire exhibit at children's museum:** A $50,000 interactive fire safety exhibit was placed at the Lied Children's Museum of Discovery by way of a grant from the Fireman's Fund Heritage Program. It is estimated that approximately 10,000 visit the exhibit each year.

- **Juvenile firesetter intervention program:** Working with fire/arson investigators, the PEIO coordinates the LVFR's juvenile firesetter intervention program (JFIS). With home visits, the program provides safety material and smoke alarms to the family, an evaluation of the child, and intervention. If more attention is needed, the child is referred to a regional JFIS program in which LVFR is also a participant.

- **Citizens Fire Academy:** The LVFR holds a Citizens Fire Academy once each year from February to May. The Academy is a general knowledge class to provide an insight of how the fire service, especially the LVFR, operates. The class is open to anyone that wants to attend and meets each Thursday for three hours. There have been 17 academies over the past 13 years, resulting in more than 500 graduates. The graduates of the Citizens Fire Academy volunteer at various LVFR programs, such as open houses, simulations, 9/11 activities, and the like. At least 25 students have gone on to become firefighters for various departments across the country, from Hawaii to Washington, D.C. The LVFR Citizens Fire Academy, which is a part of the Fire Corps program, has received several awards.

- **Smoke alarms/ fire extinguishers:** The LVFR maintains a program in which smoke alarms and fire extinguishers are provided to people in need at no cost. Most are disseminated through the Seniors Helping Seniors program (a community program); smoke alarms and fire extinguishers are provided to the group as it fixes up homes of senior citizens in need. More than 5,000 smoke alarms have been distributed over the past several years. Fire safety material is also provided.

- **UNLV Fire Safety & Disaster Preparedness:** The PEIO developed and delivers a one-day seminar including hands-on training for students of UNLV's hotel management major program. Future hotel managers are taught the importance of fire safety and disaster preparedness and what to do in the event of an emergency. The program received an Award of Merit from the International Association of Fire Chiefs.

- **Heat Kills:** This outreach program launched in May 2004 educates people about the danger of leaving children in a parked vehicle for even a few minutes. Program materials are provided in both English and Spanish. The public has been taught to call 911 immediately if they observe a child left alone in a vehicle.

- **Fire Prevention Week and Open House:** The PEIO handles all requests for Fire Prevention Week. An open house is held at every city fire station on the last Saturday of Fire Prevention Week. Tables are set up with Fire Prevention Week material, and personnel are on hand to escort visitors on tours and to provide information about fire safety issues.

Public Information/ Community Outreach

The PEIO is on call 24/7/365 and responds to all major emergencies as the public information officer or when requested by the incident commander or the media. Once on scene the PEIO is part of the command staff and coordinates media activities and the dissemination of information. The PEIO also takes photographs and/or video of the incident as needed and, working with the American Red Cross provides assistance to victims post-event if needed.

The PEIO is the primary spokesperson for the LVFR and coordinates all official information released from the department. This responsibility includes the following activities:

- **Department website/e-mail/social media:** The PEIO answers all incoming e-mails into the department and replies or forwards to the appropriate person within the department. The PEIO also maintains the department's page on the city's website (www.lasvegasfire.org ;); www.lasvegasnevada.gov/government/fire.htm); Twitter (twitter.com/lasvegasfd); and other social media, including a special paging system set up with the local media for information dissemination.

- **Electronic information signs:** LED electronic information signs are installed at three fire stations. The signs provide fire safety messages and disseminate emergency information when needed. The PEIO drafts and disseminates all messages from the PEIO office or mobile command unit.

- **Mobile command unit:** The PEIO maintains and operates the fire department's mobile command unit (MCU). The PEIO checks and uses the unit on a regular basis to ensure it is ready to be used at any time. The PEIO was one of the primary people who help designed the unit.

- **Daily report:** A daily report of the previous day's activities (including number of runs, incidents, 911 calls, ambulance transports, bomb squad responses, community relations activities, and the like) is compiled and disseminated by the Public Education and Information Office seven days a week. The report is sent to every member of the department, city staff/management, elected officials, and the media. The helps to remind the public of the many activities and services provided by the LVFR.

- **Honey bee education & emergency response:** The PEIO is the primary person for honey bee safety education in Southern Nevada as a technical advisory for emergency response involving bee incidents (bee expert). He was a member of the Governor's Task Force that tackled the bee problem in the state 10 years ago and has been the go-to person for information and advice since then.

- **Photographic/video services:** The Public Education and Information Office as a wide variety of photographic and video equipment. In previous years a dedicated cable channel was used for educational purposes, and the PEIO created, produced, and disseminated a number of programs for LVFR use. Today, Internet and on-line services have replaced the cable television system. Photo and video production equipment is used to share information internally or with the public via the department's website (http://www.lasvegasnevada.gov/city_videos.htm). Photos and/or video are also provided to the media upon request.

The PEIO coordinates several outreach programs in the community, including:

- **Safe Haven:** The safe haven program allows a child less than thirty days old to be dropped off at any fire station. Training, signage, and materials are maintained to educate the public and LVFR staff about the program.

- **Safe Place:** All LVFR fire stations serve as a safe place for children who feel unsafe or are in danger. A procedure is in place at all stations on how to handle such a situation. The PEIO maintains records, coordinates with outside agencies, and oversees training for the programs.

- **Southern Nevada Child Drowning Prevention Coalition:** This coalition is made up of all local governments, hospital, public safety agencies, and citizens to help prevent accidental drowning. The PEIO is on the board of directors of the coalition and is director of public affairs and media relations for the group.

- **Trauma Intervention Program (TIP):** LVFR is a member of TIP, and the public education and information office's administrative assistant is on the board of directors and coordinates activities between the group and LVFR.

- **Las Vegas Fire & Rescue Foundation:** With funding from the Las Vegas Fire & Rescue Foundation, the LVFR provides $20 Visa gift cards to people in need due to a fire or other emergency. The PEIO carries with him a number of these cards so they will be available when needed.

The number of participants for all outreach events was 24,181 in 2009; 21,187 in 2010; and 27,457 in 2011.

Table 32 provides information about the total number of media releases and public relation events coordinated by the Public Education and Information Office.

TABLE 32: Public Education and Information Office Events

Year	Media Releases	Public Relation Events	Total All Events
2009	85	458	717
2010	125	497	675
2011	116	623	722

The PEIO also has established extensive corporate relationships with a number of nationally known businesses that have provided free products to the fire prevention program.

Unfortunately, the entire Public Education and Information Office rests almost completely on the experience of one person. The department is not prepared for succession as there is no one in the LVFR who has the knowledge, skills, and experience to move into this position when the current PEIO retires.

Recommendations:

- The fire marshal should reallocate his time to focus on improving customer service and the division's working relationship with the city's building department and other regulatory units.

- The Fire Prevention Division is understaffed, especially for the plan review function. The customer service representative position that is currently approved for up to 19 hours per week should be reclassified to full-time and located in the Development Services Process Center to handle fire engineering and fire prevention phone calls.

- A senior fire protection engineer should be hired to manage and supervise the plan review section.

- A plan review technician should be hired. This technician would be responsible for "express" reviews that do not require any type of submittal, such as pre-engineered kitchen hood extinguishing systems, and other reviews that could be handled quickly. This would provide significant customer service efficiencies.

- The LVFR should identify someone to be promoted and trained as assistant PEIO, or should hire an assistant PEIO if there are no suitable internal candidates. This would provide backup in the short-term and continuity within the public education and public information program over the longer term.

Conclusion

ICMA began this fire and EMS operations analysis in July 2012 by first obtaining response and workload data, as well as administrative and operational documents from the LVFR department. This information, along with a series of on-site visits by both the operational and data analysis teams where city and LVFR staff were interviewed and engaged in discussion, as well as several conference calls that included city and LVFR staff, was utilized by the entire ICMA analysis team to compile this report.

ICMA was asked by the city to provide analysis on eight key points, which ICMA has done. This request is in addition to the fire and EMS analysis ICMA proposed to the city, which was also completed. Where appropriate, ICMA included recommendations or alternative service delivery methods for the eight key points.

As discussed throughout this report, the LVFR is a full-service fire and EMS agency. ICMA found the LVFR to have implemented several industry best practices which are documented in this report. As well, ICMA learned the LVFR is one of a few fire departments in the nation that is both accredited through the CPSE and serving a community that has an ISO
PPC rating of 1.

ICMA has provided twenty-three specific recommendations in this report that focus on continuous and process improvement, efficiencies in the manner in which services can be delivered, and efficiencies in the manner in which certain components in the department can be managed, which will improve the effectiveness of the overall department.

ICMA appreciates the opportunity to provide the city of Las Vegas this report, and appreciates the cooperation extended by the city and the staff of the LVFR.

Data Analysis

During the period that was analyzed, Las Vegas Fire & Rescue (LVFR) operated out of eighteen fire stations in three battalions that house sixty-three pieces of front line response apparatus, including nineteen engines, six ladders, twenty rescues, one hazardous material unit, one CBRNE unit , one heavy rescue unit, and fifteen arson/bomb squad units.

This report is divided into six sections. The first section focuses on the call types and dispatches. The second section explores time spent and workload of individual units. The third section presents analysis of the busiest hours in a year. The fourth section presents response time analysis. The fifth section compares the average EMS response times of a private ambulance company, AMR Las Vegas, to those of LVFR. The sixth section analyzes calls involving transporting patients.

This report covers all calls for service between July 1, 2011, and June 30, 2012 as recorded in the Las Vegas Fire & Rescue dispatch CAD system. During this period, LVFR responded to 94,720 calls, including 9,494 automatic aid calls. The department responded to 892 structure fire calls and 1,511 outside fire calls. A total of 122,108 Las Vegas units were dispatched to all calls. The total combined yearly workload (deployed time) for all units was 49,758 hours. The average estimated response time was 6.3 minutes (6 minutes and 18 seconds) and the 90th percentile response time was 9.2 minutes (9 minutes and 12 seconds). A total of 52,013 EMS calls involved transporting patients, among which LVFR transported patients in 14,295 calls (27 percent).

Aggregate Call Totals and Dispatches

During the year studied, Las Vegas Fire & Rescue responded to 94,720 calls. Of these, 892 were structure fire calls and 1,511 were outside fire calls. There were 77,185 emergency medical service (EMS) calls. The correspondence table between call descriptions, call types, and response types is included as Appendix IV.

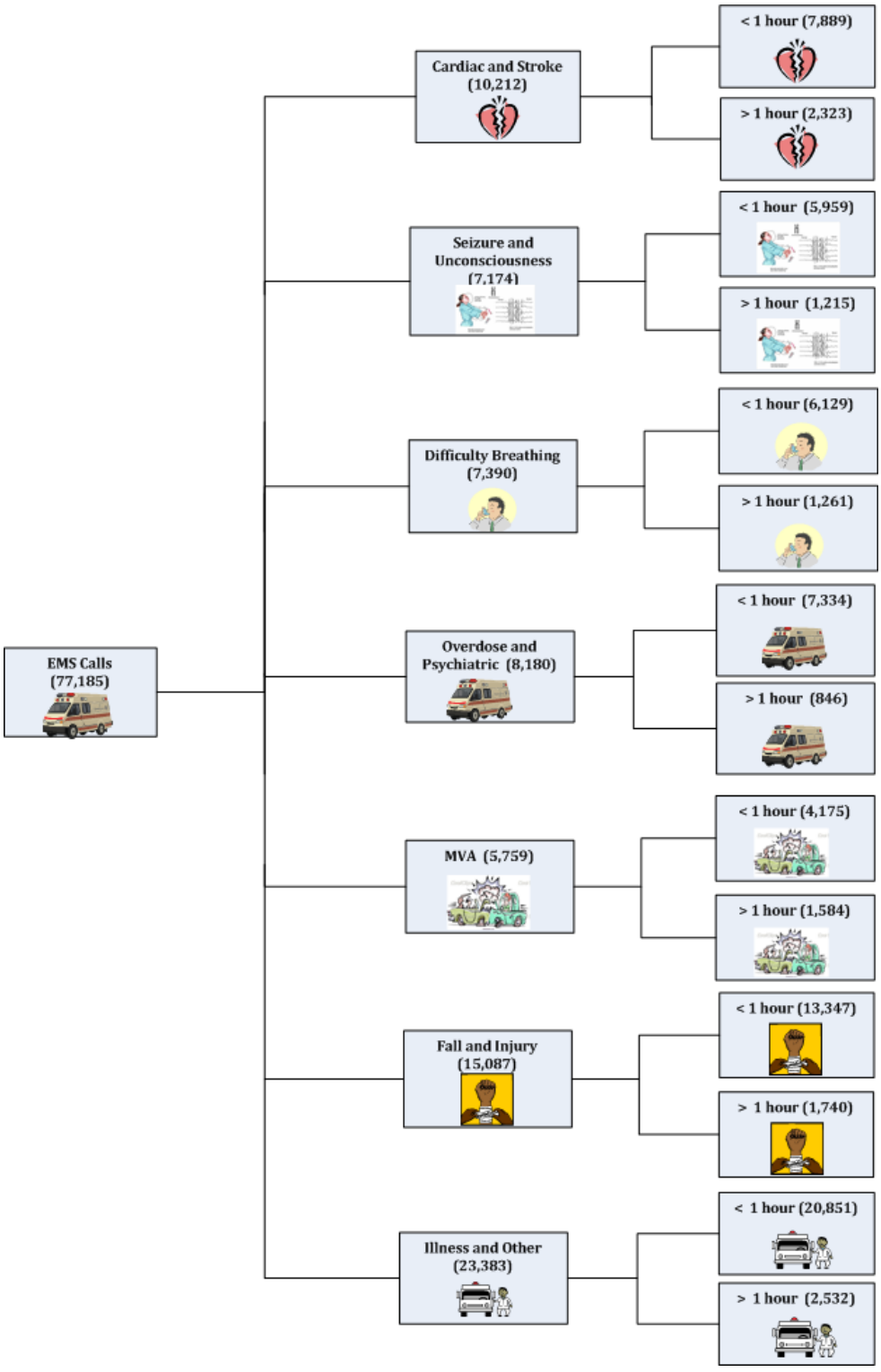
TABLE 33: Call Types

Call Type	Number of Calls	Calls per Day	Call Percentage
Cardiac and stroke	10,212	27.9	10.8
Seizure and unconsciousness	7,174	19.6	7.6
Difficulty breathing	7,390	20.2	7.8
Overdose and psychiatric	8,180	22.3	8.6
MVA	5,759	15.7	6.1
Fall and injury	15,087	41.2	15.9
Illness and other	23,383	63.9	24.7
EMS Total	**77,185**	**210.9**	**81.5**
Structure fire	892	2.4	0.9
Outside fire	1,511	4.1	1.6
Hazard	478	1.3	0.5
Alarm	1,434	3.9	1.5
Public service	3,080	8.4	3.3
Investigation	646	1.8	0.7
Fire Total	**8,041**	**22.0**	**8.5**
Automatic aid	9,494	25.9	10.0
Total	**94,720**	**258.8**	**100.0**

Observations:

- The department responded to an average of 258.8 calls per day, including 25.9 automatic aid calls.
- EMS calls for the year totaled 77,185 (81 percent of all calls), averaging 210.9 per day.
- Fire category calls for the year totaled 8,041 (8 percent of all calls), averaging 22.0 per day.
- Structure and outside fires calls combined accounted for 2,403 calls, an average of 6.5 calls per day.

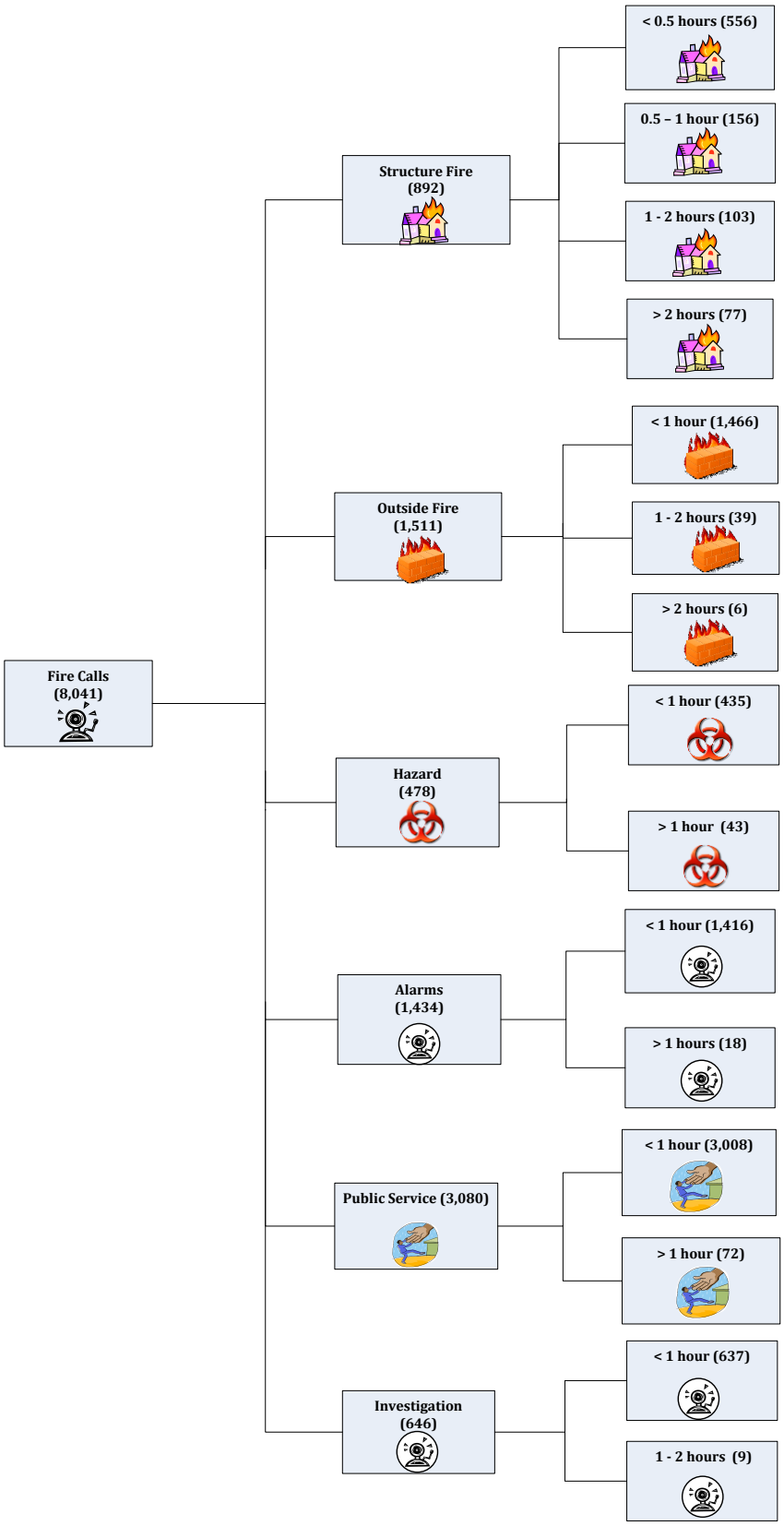
FIGURE 35: EMS Calls by Type and Duration



Observations:

- A total of 65,684 EMS category calls (85 percent) lasted less than one hour, 11,160 EMS category calls (14 percent) lasted between one and two hours, and 341 EMS category calls lasted more than two hours. On average, there were 31.4 EMS category calls per day that lasted more than one hour.
- A total of 7,889 cardiac and stroke calls (77 percent) lasted less than one hour; 2,323 cardiac and stroke calls (23 percent) lasted more than one hour.
- A total of 5,959 seizure and unconsciousness calls (83 percent) lasted less than one hour; 1,215 seizure and unconsciousness calls (17 percent) lasted more than one hour.
- A total of 6,129 difficulty breathing calls (83 percent) lasted less than one hour; 1,261 difficulty breathing calls (17 percent) lasted more than one hour.
- A total of 7,334 overdose and psychiatric calls (90 percent) lasted less than one hour; 846 overdose and psychiatric calls (10 percent) lasted more than one hour.
- A total of 4,175 motor vehicle accident (MVA) calls (72 percent) lasted less than one hour; 1,584 MVA calls (28 percent) lasted more than one hour.
- A total of 13,347 fall and injury calls (88 percent) lasted less than one hour; 1,740 fall and injury calls (12 percent) lasted more than one hour.
- A total of 20,851 illness and other calls (89 percent) lasted less than one hour; 2,532 illness and other calls (11 percent) lasted more than one hour.

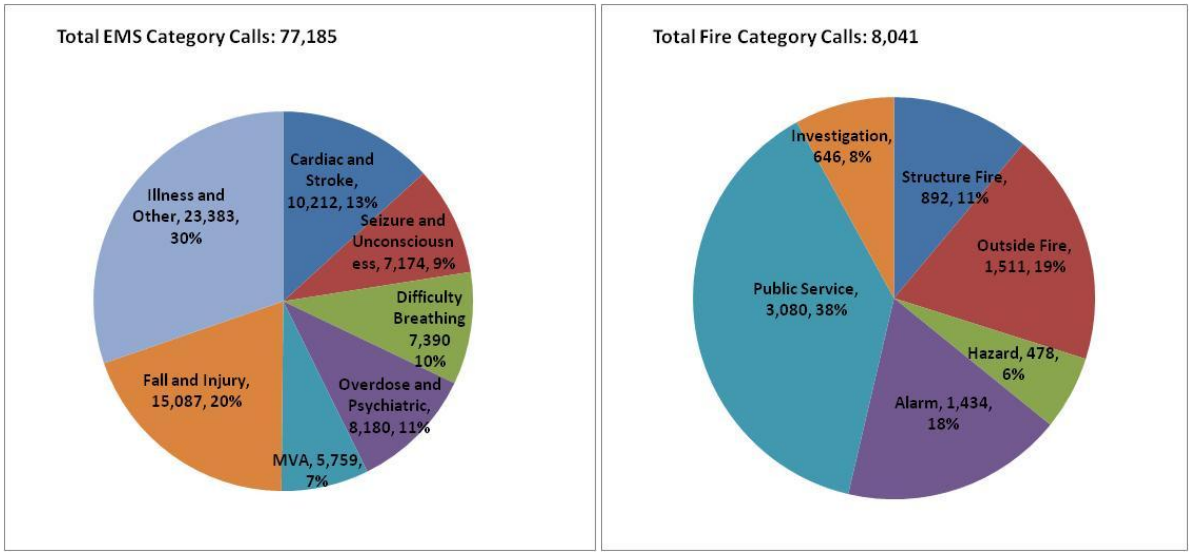
FIGURE 36: Fire Calls by Type and Duration



Observations:

- A total of 7,674 fire category calls (95 percent) lasted less than one hour; 268 fire category calls (3 percent) lasted between one and two hours; 99 fire category calls (1 percent) lasted more than two hours. On average, there were a total of 1.0 fire category calls per day that lasted more than one hour.
- Of the 892 structure fire calls, 556 (62 percent) lasted less than half an hour, 156 calls (17 percent) lasted between half an hour and one hour, 103 calls (12 percent) lasted between one and two hours, and 77 calls (9 percent) lasted more than two hours.
- Of the 1,511 outside fire calls during the year, 1,466 calls (97 percent) lasted less than one hour, 39 calls (3 percent) lasted between one and two hours, and 6 calls lasted more than two hours.
- A total of 435 hazardous condition calls (91 percent) lasted less than one hour; 43 hazardous conditions calls (9 percent) lasted more than one hour.
- A total of 1,416 alarm calls (99 percent) lasted less than one hour; 18 alarm calls lasted more than one hour.
- A total of 637 investigation calls (99 percent) lasted less than one hour; 9 investigation calls lasted between one hour and two hours.
- A total of 3,008 public service calls (98 percent) lasted less than one hour; 72 public service calls (2 percent) lasted more than one hour.

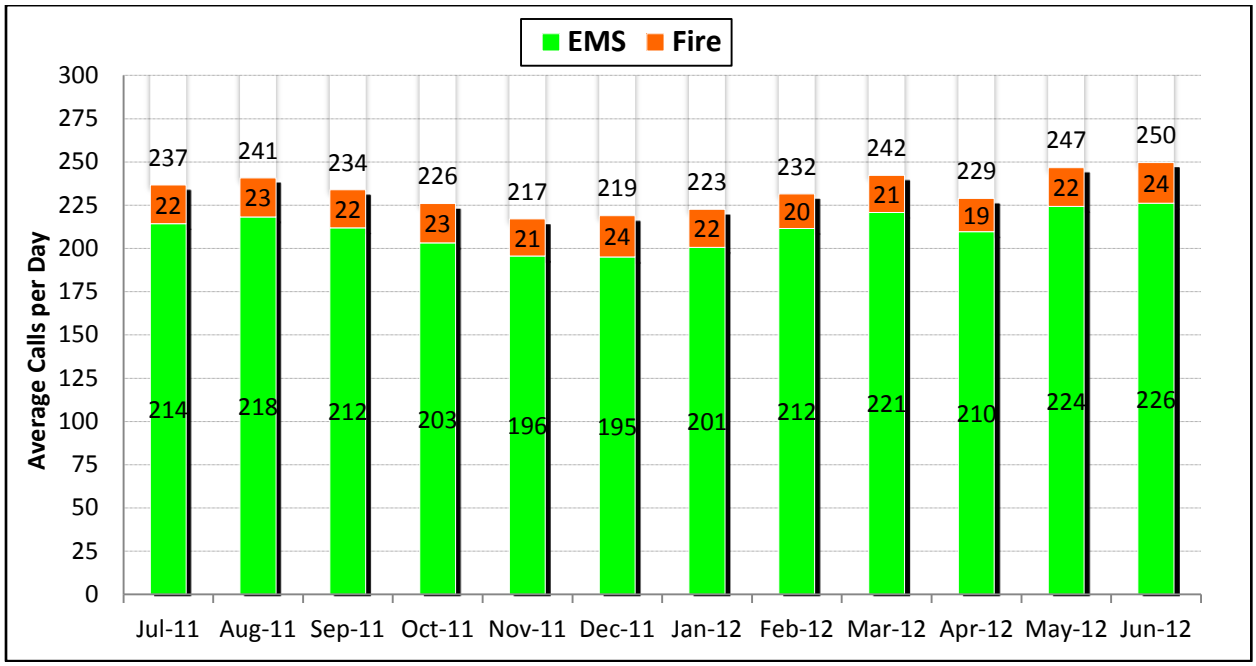
FIGURE 37: EMS and Fire Calls, by Type



Observations:

- A total of 892 structure fire calls accounted for 11 percent of the fire category total.
- A total of 1,511 outside fire calls accounted for 19 percent of the fire category total.
- Alarm calls were 18 percent of fire calls.
- Hazardous condition calls were 6 percent of fire calls.
- Investigation calls were 8 percent of fire calls.
- Public service calls were 38 percent of fire calls.
- Cardiac or stroke calls were 13 percent of EMS calls.
- Difficulty breathing calls were 10 percent of EMS calls.
- Motor vehicle accident calls were 7 percent of EMS calls.
- Overdose or psychiatric calls were 11 percent of EMS calls.
- Seizure or unconsciousness calls were 9 percent of EMS calls.
- Falls or injuries calls were 20 percent of EMS calls.
- Calls related to illness or other medical issues were 30 percent of EMS calls.

FIGURE 38: Average Calls per Day, by Month



Observations:

- Average calls per day ranged from a low of 217 calls per day in November 2011 to a high of 250 calls per day in June 2012. The highest monthly average was 15 percent greater than the lowest monthly average.
- Average EMS calls per day varied from a low of 195 calls per day in December 2011 to a high of 226 calls per day in June 2012.
- Average fire calls per day varied from a low 19 to a high of 24 calls per day (lowest in April 2012, highest in December 2011 and June 2012).
- The highest number of calls received in a single day was 318, which occurred on May 18, 2012. The 318 calls included 256 EMS calls, 4 structure fire calls, 6 outside fire calls, 17 fire other category calls, and 35 automatic aid calls.

FIGURE 39: Calls by Hour of Day

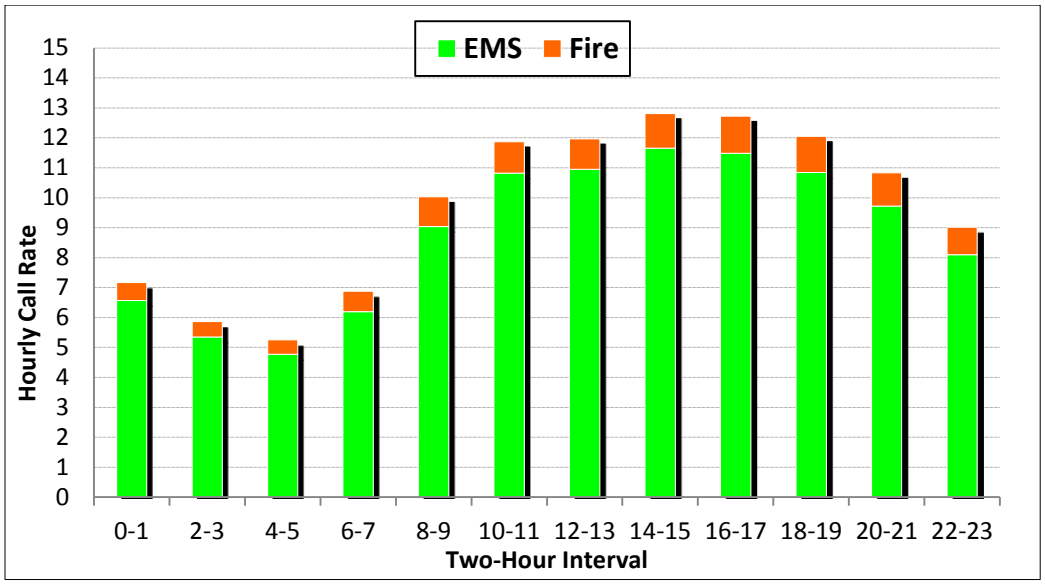


TABLE 34: Calls by Hour of Day

Two-Hour Interval	Hourly Call Rate		
	EMS	Fire	Total
0–1	6.6	0.6	7.2
2–3	5.3	0.5	5.9
4–5	4.8	0.5	5.2
6–7	6.2	0.7	6.9
8–9	9.0	1.0	10.0
10–11	10.8	1.1	11.9
12–13	10.9	1.0	12.0
14–15	11.6	1.2	12.8
16–17	11.5	1.2	12.7
18–19	10.8	1.2	12.1
20–21	9.7	1.1	10.8
22–23	8.1	0.9	9.0
Calls per Day	**210.9**	**22.0**	**232.9**

Note: Average calls per day shown are the sum of each column multiplied by two, since each cell represents two hours.

Observations:

- Hourly call rates were highest between 10:00 a.m. and 8:00 p.m., averaging between 11.9 call and 12.8 calls per hour.
- Call rates were lowest between midnight and 8:00 a.m., averaging fewer than 8 calls per hour.

FIGURE 40: Number of Units Dispatched to Calls

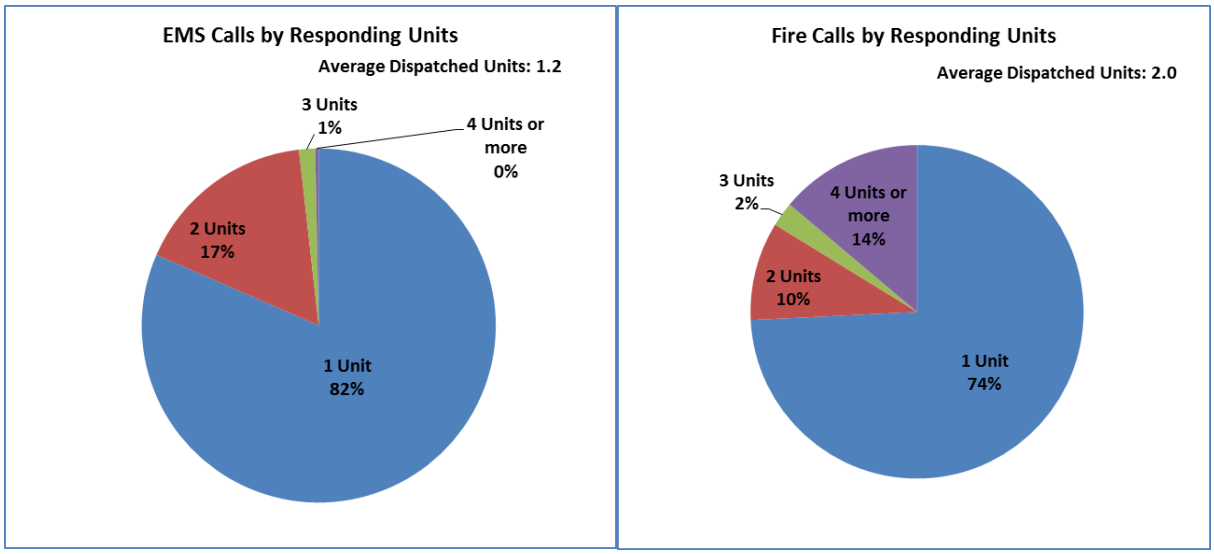


TABLE 35: Number of Units Dispatched to Calls

Call Type	Unit				Total
	One	Two	Three	Four or more	
Cardiac and stroke	6,747	3,257	196	11	10,211
Seizure and unconsciousness	6,572	581	21	0	7,174
Difficulty breathing	6,611	737	39	3	7,390
Overdose and psychiatric	7,486	655	32	7	8,180
MVA	780	4,082	675	218	5,755
Fall and injury	13,445	1,549	88	4	15,086
Illness and other	21,281	2,012	85	2	23,380
EMS Total	**62,922**	**12,873**	**1,136**	**245**	**77,176**
Structure fire	30	46	42	774	892
Outside fire	1,340	61	27	83	1,511
Hazard	204	22	19	233	478
Alarm	1,376	48	3	6	1,433
Public service	2,590	380	89	13	3,072
Investigation	421	210	11	4	646
Fire Total	**5,961**	**767**	**191**	**1,113**	**8,032**
Grand Total	**68,883**	**13,640**	**1,327**	**1,358**	**85,208**
Percentage	**80.8**	**16.0**	**1.6**	**1.6**	**100.0**

Note: A total of 18 calls involving only administrative vehicles are not included.

Observations:

- Overall, four or more units were dispatched to 2 percent of calls.
- On average, 2.0 units were dispatched per fire category call.
- For fire category calls, one unit was dispatched 74 percent of the time, two units were dispatched 10 percent of the time, three units were dispatched 2 percent of the time, and four or more units were dispatched 14 percent of the time.
- For structure fire calls, four or more units were dispatched 87 percent of the time.
- For outside fire calls, one unit was dispatched 89 percent of the time.
- On average, 1.2 units were dispatched per EMS call.
- A total of 15,382 EMS calls (20 percent) had no (0) rescue unit dispatched and were responded by fire apparatus responding as Medical First Response (MFR). For 59,800 EMS calls (77 percent), one rescue unit was dispatched to the call. For 1,842 EMS calls (2 percent), two rescue units were dispatched to the call. For 161 EMS calls, three to five rescue units were dispatched to the same call.

TABLE 36: Annual Deployed Time by Call Type

Call Type	Average Deployed Minutes per Run	Annual Deployed Hours	Percent of Annual Hours	Deployed Hours per Day	Number of Runs	Runs per Day
Cardiac and stroke	28.8	6,658	13.4	18.2	13,894	38.0
Seizure and unconsciousness	28.4	3,690	7.4	10.1	7,797	21.3
Difficulty breathing	27.9	3,824	7.7	10.4	8,215	22.4
Overdose and psychiatric	23.5	3,489	7.0	9.5	8,926	24.4
MVA	26.0	5,167	10.4	14.1	11,933	32.6
Fall and injury	23.8	6,659	13.4	18.2	16,825	46.0
Illness and other	22.3	9,491	19.1	25.9	25,571	69.9
EMS Total	**25.1**	**38,979**	**78.3**	**106.5**	**93,161**	**254.5**
Structure fire	29.8	3,156	6.3	8.6	6,357	17.4
Outside fire	19.5	642	1.3	1.8	1,974	5.4
Hazard	17.8	501	1.0	1.4	1,687	4.6
Alarm	14.2	359	0.7	1.0	1,514	4.1
Public service	15.3	938	1.9	2.6	3,682	10.1
Investigation	14.3	213	0.4	0.6	894	2.4
Fire Total	**21.6**	**5,810**	**11.7**	**15.9**	**16,108**	**44.0**
Automatic Aid	**23.2**	**4,969**	**10.0**	**13.6**	**12,839**	**35.1**
Total	**24.5**	**49,758**	**100.0**	**136.0**	**122,108**	**333.6**

Observations:

- Total deployed time for the year, or deployed hours, was 49,758 hours. This is the total deployment time of all the units deployed on all type of calls, including 4,969 hours spent on automatic aid.
- There were 122,108 runs, including 12,839 runs dispatched for automatic aid calls.
- Fire category calls accounted for 12 percent of the total workload.
- There were 8,331 runs for structure and outside fire calls, with a total workload of 3,798 hours. This accounted for 8 percent of the total workload. The average deployed time for structure fire calls was 29.8 minutes, and the average deployed time for outside fire calls was 19.5 minutes.
- EMS calls accounted for 78 percent of the total workload. The average deployed time for EMS calls was 25.1 minutes.

Workload by Individual Unit—Calls and Total Time Spent

In this section, the actual time spent by each unit on calls is reported in two types of statistics: workload and runs.

TABLE 37a: Call Workload by Unit in Battalion 1

Station	Unit Description	Unit ID	Average Deployed Minutes per Run	Number of Runs	Annual Deployed Hours	Runs per Day	Deployed Hours per Day
1	Battalion Chief	B1	13.9	1,184	275	3.2	0.8
	Engine (Pumper)	E1	13.8	2,015	462	5.5	1.3
	Engine (Pumper)	E201	13.6	2,072	470	5.7	1.3
	Rescue	R1	25.0	4,836	2,014	13.2	5.5
	Rescue	R201	24.8	4,841	2,001	13.2	5.5
	Rescue	R301	26.3	4,750	2,085	13.0	5.7
	Truck (Ladder)	T1	13.1	3,282	715	9.0	2.0
3	Engine (Pumper)	E203	15.9	1,790	473	4.9	1.3
	Engine (Pumper)	E3	17.1	1,810	516	4.9	1.4
	HazMat unit	HAZ3	28.6	32	15	0.1	0.0
	Rescue	R3	32.3	4,131	2,223	11.3	6.1
	Truck (Ladder)	T3	18.7	1,210	376	3.3	1.0
4	Engine (Pumper)	E4	14.3	2,726	650	7.4	1.8
	Rescue	R204	24.5	4,825	1,971	13.2	5.4
	Rescue	R4	24.0	4,827	1,935	13.2	5.3
10	Air resource	AR1	45.5	243	184	0.7	0.5
	Engine (Pumper)	E10	13.7	3,241	741	8.9	2.0
	Rescue	R10	21.8	5,691	2,069	15.5	5.7
102	Arson/Bomb Squad Combined	Arson/ Bomb Squad	76.4	1,113	1,417	3.0	3.9
8	Chem/Bio/Radio /Nuc/Expl Unit	CBRN8	19.8	1,737	573	4.7	1.6
	Engine (Pumper)	E8	16.1	2,680	720	7.3	2.0
	Rescue	R8	31.1	4,638	2,403	12.7	6.6
Battalion 1 Total			**22.9**	**63,674**	**24,287**	**174.0**	**66.4**

Observations:

- Of all units in Battalion 1, the most utilized unit was R8, which had utilization of 27 percent. It averaged 12.7 runs and 6.6 deployed hours per day.
- On average, rescue units were deployed between 5.3 and 6.6 hours per day. They averaged between 12.7 and 15.5 runs per day.
- Seven engines were utilized between 5.3 and 8.4 percent of the time. They were deployed on average between 1.3 and 2.0 hours per day, and they averaged between 4.9 and 9.0 runs per day.
- Ladders T1 and T3 made 3,282 and 1,210 runs, averaging 9.0 runs and 3.3 runs per day, respectively. T1 averaged 117 minutes (one hour, 57 minutes) and T3 averaged 62 minutes (one hour, two minutes) of deployed time per day.
- Chemical/Biological/Radiological/Nuclear/Explosives Unit CBRN8 made 1,737 runs and was deployed 94 minutes (one hour, 34 minutes) per day.
- Battalion Chief B1 made 1,184 runs, averaging 3.2 runs and 45 minutes of deployed time per day.
- Arson/bomb squad units combined made 1,113 runs, averaging 3.0 runs and 232 minutes (three hours, 52 minutes) of deployed time per day.
- Hazmat Unit HAZ3 made 32 runs in a year and air resource unit AR1 made 243 runs in a year.

TABLE 37b: Call Workload by Unit in Battalion 10

Station	Unit Description	Unit ID	Average Deployed Minutes per Run	Number of Runs	Annual Deployed Hours	Runs per Day	Deployed Hours per Day
2	Battalion Chief	B10	14.2	583	138	1.6	0.4
	Engine (Pumper)	E2	18.2	1,734	527	4.7	1.4
	Rescue	R2	34.7	2,848	1,646	7.8	4.5
5	Engine (Pumper)	E5	15.0	2,430	608	6.6	1.7
	Rescue	R5	26.3	4,177	1,832	11.4	5.0
6	Engine (Pumper)	E6	16.4	1,980	543	5.4	1.5
	Rescue	R6	30.4	3,205	1,624	8.8	4.4
	Truck (Ladder)	T6	16.0	1,297	345	3.5	0.9
7	Engine (Pumper)	E7	17.2	951	273	2.6	0.7
	Rescue	R7	35.4	1,591	939	4.3	2.6
	Truck (Ladder)	T7	18.7	626	195	1.7	0.5
44	Engine (Pumper)	E44	17.2	2,416	692	6.6	1.9
	Heavy Rescue Unit	HR44	13.9	1,452	337	4.0	0.9
	Rescue	R44	33.0	3,690	2,031	10.1	5.6
47	Engine (Pumper)	E47	19.1	441	141	1.2	0.4
	Rescue	R47	46.1	691	530	1.9	1.4
Battalion 10 Total			**24.7**	**30,112**	**12,401**	**82.3**	**33.9**

Observations:

- Of all units in Battalion 10, the most utilized unit was R44, which had utilization of 23 percent. It averaged 10.1 runs and 5.6 deployed hours per day.
- Of six rescue units in Battalion 10, R47 was utilized the least. It made 691 runs, averaging 1.9 runs and 87 minutes (one hour, 27 minutes) of deployed time per day.
- Six engines were utilized between 1.6 and 7.9 percent of the time. Their average deployed hours per day ranged between 0.4 and 1.9 hours per day, and they averaged between 1.2 and 6.6 runs per day.
- Heavy Rescue HR44 made 1,452 runs, averaging 4.0 runs and 55 minutes of deployed time per day.
- Ladder Trucks T6 and T7 made 1,297 and 626 runs in the year, respectively. Ladder T6 averaged 3.5 runs and 57 minutes of deployed time per day. Ladder Truck T7 averaged 1.7 runs and 32 minutes of deployed time per day.
- Battalion Chief B10 made 583 runs, averaging 1.6 runs and 23 minutes of deployed time per day.

TABLE 37c: Call Workload by Unit in Battalion 4

Station	Unit Description	Unit ID	Average Deployed Minutes per Run	Number of Runs	Total Deployed Hours	Runs per Day	Deployed Hours per Day
9	Engine (Pumper)	E9	18.7	1,940	605	5.3	1.7
	Rescue	R9	38.3	3,024	1,926	8.3	5.3
	Truck (Ladder)	T9	19.0	948	300	2.6	0.8
41	Engine (Pumper)	E41	18.9	788	248	2.2	0.7
	Rescue	R41	35.6	1,280	759	3.5	2.1
42	Battalion Chief	B4	16.3	665	180	1.8	0.5
	Engine (Pumper)	E42	18.8	2,123	664	5.8	1.8
	Rescue	R42	34.7	3,236	1,870	8.8	5.1
43	Engine (Pumper)	E43	17.2	3,033	871	8.3	2.4
	Rescue	R43	30.4	4,682	2,371	12.8	6.5
45	Engine (Pumper)	E45	19.7	1,243	408	3.4	1.1
	Rescue	R45	37.7	2,054	1,291	5.6	3.5
48	Engine (Pumper)	E48	17.3	1,065	307	2.9	0.8
	Rescue	R48	37.3	1,856	1,154	5.1	3.2
	Truck (Ladder)	T48	18.1	385	116	1.1	0.3
Battalion 4 Total			**27.7**	**28,322**	**13,071**	**77.4**	**35.7**

Observations:

- Of all units in Battalion 4, the most utilized unit was R43, which had utilization of 27 percent. It averaged 12.8 runs and 6.5 deployed hours per day.
- The utilization of six rescue units in Battalion 4 ranged between 9 percent and 27 percent. The average deployed hours per day ranged between 2.1 and 6.5 hours. The average runs per day ranged between 3.5 and 12.8 runs.
- Six engines were utilized between 2.8 and 7.6 percent of the time. Their average deployed hours per day ranged between 0.7 and 2.4 hours per day, and they averaged between 2.2 and 8.3 runs per day.
- Ladder Truck T9 made 948 runs, averaging 2.6 runs and 49 minutes of deployed time per day.
- Tiller Truck T48 was utilized the least, making 385 runs during the year, and averaging 1.1 runs and 19 minutes of deployed time per day.

FIGURE 41: Deployed Minutes by Hour of Day

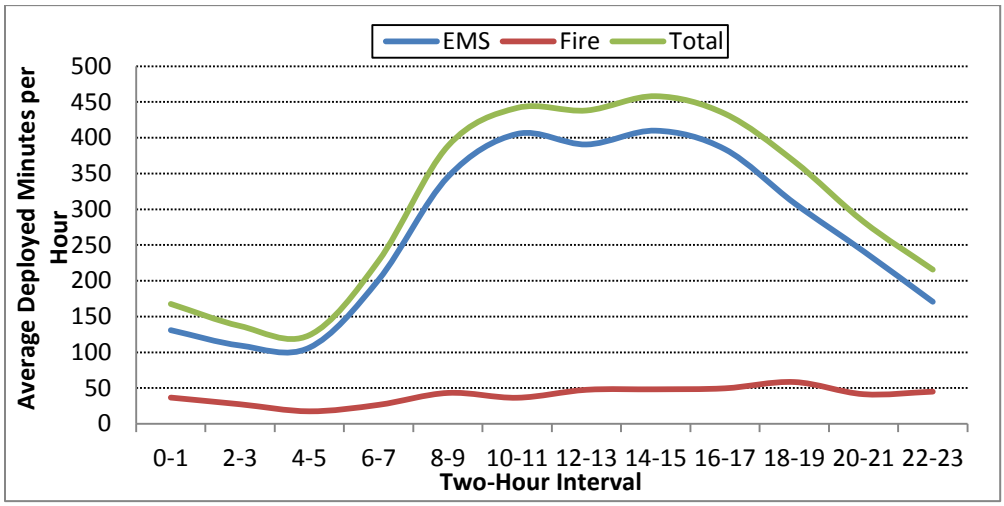


TABLE 38: Deployed Minutes by Hour of Day

Two-Hour Interval	EMS	Fire	Total
0–1	130.9	36.7	167.6
2–3	109.5	27.3	136.7
4–5	106.5	17.5	123.9
6–7	201.4	26.5	227.9
8–9	345.2	43.2	388.4
10–11	405.3	36.4	441.7
12–13	390.6	47.5	438.1
14–15	409.9	48.2	458.1
16–17	384.0	49.6	433.5
18–19	308.7	58.4	367.0
20–21	241.3	41.4	282.6
22–23	170.7	45.0	215.6
Daily Total	**6,407.6**	**955.0**	**7,362.6**

Note: Daily totals shown equal the sum of each column multiplied by two, since each cell represents two hours. Automatic aid calls are not included.

Observations:

- Hourly deployed minutes were the highest between 10:00 a.m. and 6:00 p.m., averaging between 434 minutes (seven hours and 14 minutes) and 458 minutes per hour (seven hours and 38 minutes).
- Hourly deployed minutes were the lowest between midnight and 6:00 a.m., averaging between 124 minutes (two hours and 4 minutes) and 168 minutes (two hours and 48 minutes) per hour.

TABLE 39: Fire Equipment: Total Annual and Daily Average Number of Runs by Call Type

Battalion	Station	Unit	EMS	**Structure Fire**	**Outside Fire**	Hazard	Alarm	Public Service	Investi-gation	Automatic Aid	**Total**	**Runs per Day**
1	1	B1	22	**488**	**15**	70	5	7	1	576	**1,184**	**3.2**
		E1	1,253	**211**	**100**	45	81	50	23	252	**2,015**	**5.5**
		E201	1,226	**224**	**123**	51	79	63	29	277	**2,072**	**5.7**
		T1	2,594	**231**	**17**	33	7	93	47	260	**3,282**	**9.0**
	3	E203	1,117	**137**	**77**	42	53	67	28	269	**1,790**	**4.9**
		E3	1,135	**130**	**75**	31	44	91	28	276	**1,810**	**4.9**
		HAZ3	0	**1**	**2**	5	0	2	1	21	**32**	**NA**
		T3	716	**136**	**6**	39	6	110	32	165	**1,210**	**3.3**
	4	E4	1,629	**171**	**163**	38	72	148	65	440	**2,726**	**7.4**
	8	CBRN8	1,033	**154**	**2**	13	4	22	3	506	**1,737**	**4.7**
		E8	1,373	**142**	**112**	43	98	165	38	709	**2,680**	**7.3**
	10	AR1	0	**189**	**0**	3	0	0	0	51	**243**	**0.7**
		E10	2,564	**148**	**99**	40	89	93	39	169	**3,241**	**8.9**
	102	Arson / Bomb Squad Combined	18	**537**	**206**	90	9	28	10	215	**1,113**	**3.0**
10	2	B10	5	**310**	**8**	62	0	5	0	193	**583**	**1.6**
		E2	1,013	**117**	**64**	47	79	126	35	253	**1,734**	**4.7**
	5	E5	1,697	**130**	**98**	38	67	182	35	183	**2,430**	**6.6**
	6	E6	1,090	**136**	**71**	48	68	111	32	424	**1,980**	**5.4**
		T6	701	**181**	**9**	48	2	109	40	207	**1,297**	**3.5**
	7	E7	544	**65**	**26**	30	72	143	16	55	**951**	**2.6**
		T7	270	**83**	**7**	34	2	125	41	64	**626**	**1.7**
	44	E44	1,717	**185**	**117**	74	75	189	35	24	**2,416**	**6.6**
		HR44	611	**174**	**2**	4	3	110	1	547	**1,452**	**4.0**
	47	E47	185	**38**	**18**	24	37	49	10	80	**441**	**1.2**
4	9	E9	1,264	**112**	**102**	68	75	93	46	180	**1,940**	**5.3**
		T9	509	**134**	**9**	50	6	76	37	127	**948**	**2.6**

Battalion	Station	Unit	EMS	**Structure Fire**	**Outside Fire**	Hazard	Alarm	Public Service	Investi-gation	Automatic Aid	**Total**	**Runs per Day**
	41	E41	401	**58**	**43**	40	71	56	27	92	**788**	**2.2**
	42	B4	12	**386**	**15**	103	0	14	0	135	**665**	**1.8**
		E42	1,463	**163**	**65**	68	96	159	48	61	**2,123**	**5.8**
	43	E43	2,229	**162**	**122**	69	87	169	44	151	**3,033**	**8.3**
	45	E45	646	**65**	**58**	43	75	219	26	111	**1,243**	**3.4**
	48	E48	522	**48**	**75**	25	123	84	43	145	**1,065**	**2.9**
		T48	211	**45**	**3**	27	2	40	23	34	**385**	**1.1**

Note: Hazmat 3 is not staffed 24 hours, and is cross-staffed.

Observations:

- Of all fire equipment, Ladder Truck T1 was dispatched most often. It made 3,282 runs during the year, averaging 9.0 runs per day. However, the vast majority of fire category calls were not actual fires. Actual fire runs totaled 248 runs in a year.
- Of nineteen engines, E10 was dispatched most often and it averaged 8.9 runs per day; E47 was dispatched the least often and it averaged 1.2 runs per day.
- Of six ladder trucks, T1 was dispatched most often and it averaged 9.0 runs per day. T48 was dispatched the least often; it averaged 1.1 runs per day.
- Chemical/Biological/Radiological/Nuclear/Explosives unit CBRN8 was dispatched 1,737 times during the year, averaging 4.7 runs per day.
- Heavy Rescue Unit HR44 was dispatched on 1,452 runs during the year, averaging 4.0 runs per day.
- Battalion Chiefs B1, B4, and B10 were dispatched 1,184, 665, and 583 times during the year, respectively, averaging 3.2, 1.8, and 1.6 runs per day.

TABLE 40: Fire Equipment: Daily Average Deployed Minutes by Call Type

Battalion	Station	Unit	EMS	**Structure Fire**	**Outside Fire**	Hazard	Alarm	Public Service	Investi-gation	Automatic Aid	**Total**	Fire Category Calls Percentage
1	1	B1	1	**21**	**0**	3	0	0	0	20	**45**	54.8
		E1	41	**13**	**4**	2	3	2	1	11	**76**	31.1
		E201	39	**14**	**4**	2	3	3	1	12	**77**	33.6
		T1	85	**14**	**1**	1	0	4	1	11	**118**	18.4
	3	E203	44	**12**	**3**	2	2	3	1	11	**78**	29.2
		E3	50	**11**	**4**	2	1	3	1	12	**85**	27.0
		HAZ3	0	**0**	**0**	1	0	0	0	2	**3**	36.0
		T3	34	**11**	**0**	1	0	5	2	9	**62**	30.7
	4	E4	54	**14**	**6**	2	3	6	2	20	**107**	30.5
	8	CBRN8	47	**9**	**0**	4	0	1	0	32	**94**	15.6
		E8	57	**12**	**4**	3	4	7	1	31	**118**	26.1
	10	AR1	0	**24**	**0**	0	0	0	0	6	**30**	80.9
		E10	91	**11**	**4**	1	2	4	1	8	**122**	19.0
	102	Arson / Bomb Squad Combined	4	**113**	**36**	16	2	5	1	56	**233**	74.3
10	2	B10	1	**13**	**0**	1	0	1	0	7	**23**	66.5
		E2	51	**9**	**3**	2	3	6	1	12	**87**	27.1
	5	E5	67	**10**	**4**	2	2	7	1	8	**100**	25.4
	6	E6	50	**11**	**3**	2	2	2	1	18	**89**	23.4
		T6	30	**12**	**0**	1	0	4	1	9	**57**	32.1
	7	E7	28	**5**	**1**	1	2	4	1	3	**45**	31.0
		T7	14	**6**	**0**	1	0	6	1	4	**32**	43.8
	44	E44	79	**12**	**5**	2	4	8	2	2	**114**	28.9
		HR44	21	**10**	**0**	0	0	5	0	20	**55**	26.2
	47	E47	10	**3**	**1**	1	2	2	0	5	**23**	36.4
4	9	E9	64	**10**	**5**	3	3	4	2	10	**100**	25.6

Battalion	Station	Unit	EMS	**Structure Fire**	**Outside Fire**	Hazard	Alarm	Public Service	Investi-gation	Automatic Aid	**Total**	Fire Category Calls Percentage
		T9	25	**12**	**0**	2	0	3	1	6	**49**	38.1
	41	E41	22	**4**	**2**	2	3	2	1	5	**41**	36.0
	42	B4	1	**20**	**0**	3	0	0	0	6	**30**	78.4
		E42	71	**16**	**3**	3	5	7	2	3	**109**	32.0
	43	E43	100	**15**	**6**	3	3	7	2	8	**143**	25.2
	45	E45	34	**6**	**3**	2	3	9	1	9	**67**	36.1
	48	E48	25	**4**	**3**	1	5	2	2	8	**50**	34.7
		T48	11	**4**	**0**	1	0	1	1	1	**19**	37.2

Note: Fire category calls percentage is the sum of average deployed minutes per day of all fire category calls divided by the total deployed minutes per day.

Observations:

- On average, the busiest fire equipment was E43. It was deployed an average of 143 minutes (two hours and 23 minutes) per day. Fire category calls accounted for 25 percent of its daily workload. On average, the unit spent 21 minutes per day fighting structure or outside fires.
- Of six ladders, T1 was the busiest unit and averaged 118 minutes (one hour, 58 minutes) of deployed time per day. On average, the unit spent 15 minutes per day fighting structure or outside fires.
- Chemical/Bio/Radio/Nuclear/Explosives Unit CBRN8 averaged 94 minutes (one hour, 34 minutes) of deployed time per day. On average, it spent nine minutes per day fighting structure fire calls.
- Heavy Rescue Unit HR44 averaged 55 minutes of deployed time per day. On average, it spent 10 minutes per day fighting structure fire calls.
- On average, battalion chiefs B1, B4, and B10 were deployed 45, 30, and 23 minutes per day, respectively.

TABLE 41: Rescue Units: Total Annual and Daily Average Number of Runs by Call Type

Station	Unit	Cardiac and Stroke	Seizure and Uncon-sciousness	Difficulty Breathing	Overdose and Psychiatric	Motor Vehicle Accident	Fall and Injury	Illness and Other	Structure and Outside Fire	Other Fire	Automatic Aid	**Total**	**Runs per Day**
1	R1	583	434	391	658	344	811	1,233	47	50	285	**4,836**	**13.2**
	R201	579	443	391	673	347	827	1,220	48	36	277	**4,841**	**13.2**
	R301	604	441	365	678	356	854	1,289	51	41	71	**4,750**	**13.0**
4	R204	533	344	409	469	279	792	1,348	64	36	551	**4,825**	**13.2**
	R4	521	318	396	486	270	825	1,369	56	38	548	**4,827**	**13.2**
8	R8	440	285	370	310	394	699	1,162	59	53	866	**4,638**	**12.7**
10	R10	756	434	441	539	740	901	1,619	52	43	166	**5,691**	**15.5**
2	R2	356	232	229	193	297	489	649	32	47	324	**2,848**	**7.8**
3	R3	514	299	384	284	414	685	873	75	49	554	**4,131**	**11.3**
5	R5	552	318	361	305	542	743	1,061	45	59	191	**4,177**	**11.4**
6	R6	444	247	288	301	339	434	518	58	46	530	**3,205**	**8.8**
7	R7	233	173	188	96	214	244	330	21	45	47	**1,591**	**4.3**
44	R44	512	301	333	335	433	700	935	68	59	14	**3,690**	**10.1**
47	R47	91	69	40	48	69	119	136	13	21	85	**691**	**1.9**
9	R9	369	282	267	284	322	484	675	43	66	232	**3,024**	**8.3**
41	R41	163	99	116	90	206	181	212	26	34	153	**1,280**	**3.5**
42	R42	575	274	357	193	324	525	792	61	60	75	**3,236**	**8.8**
43	R43	607	394	526	445	350	815	1,237	65	57	186	**4,682**	**12.8**
45	R45	296	170	183	148	118	369	515	20	59	176	**2,054**	**5.6**
48	R48	209	187	144	199	144	255	370	27	65	256	**1,856**	**5.1**

Observations:

- Of 20 rescue units, R10 was the busiest, making 5,691 runs during the year and averaging 15.5 runs per day. R47 was the least deployed, making 691 runs and averaging 1.9 runs per day.
- Of 20 rescue units, 11 rescue units averaged more than 10 runs per day, 6 rescue units averaged between 5 and 9 runs per day, and 3 rescue units averaged fewer than 5 runs per day.

TABLE 42: Rescue Units: Daily Average Deployed Minutes and Utilization by Call Type

Station	Unit	Cardiac and Stroke	Seizure and Uncon-sciousness	Difficulty Breathing	Overdose and Psychiatric	MVA	Fall and Injury	Illness and Other	Structure and Outside Fire	Other Fire	Automatic Aid	**Total**	**EMS Calls Percentage**	**Unit Hour Utilization**
1	**R1**	51	31	29	41	30	49	81	3	2	15	**331**	**98.6**	**0.23**
	R201	45	33	28	44	32	53	75	2	2	16	**329**	**99.0**	**0.23**
	R301	46	35	29	43	33	58	89	3	2	5	**343**	**98.4**	**0.24**
4	**R204**	39	27	26	29	25	49	82	4	1	41	**324**	**98.3**	**0.23**
	R4	43	22	26	28	24	52	82	3	2	36	**318**	**98.5**	**0.22**
8	**R8**	48	27	35	24	39	54	97	4	3	64	**395**	**98.1**	**0.27**
10	**R10**	56	30	30	29	55	49	78	4	2	8	**340**	**98.3**	**0.24**
2	**R2**	40	23	24	15	36	44	56	2	2	28	**271**	**98.4**	**0.19**
3	**R3**	58	31	39	21	40	57	68	5	3	45	**366**	**97.8**	**0.25**
5	**R5**	48	26	28	19	44	51	68	3	3	11	**301**	**98.1**	**0.21**
6	**R6**	49	23	27	24	32	32	36	3	2	40	**267**	**98.1**	**0.19**
7	**R7**	28	18	21	9	23	24	26	1	2	4	**154**	**98.5**	**0.11**
44	**R44**	52	32	32	28	45	60	76	4	3	1	**334**	**98.0**	**0.23**
47	**R47**	15	10	5	5	9	16	17	1	1	8	**87**	**97.8**	**0.06**
9	**R9**	47	33	31	28	36	48	61	4	4	24	**317**	**97.7**	**0.22**
41	**R41**	19	9	13	8	20	15	18	2	2	18	**125**	**97.0**	**0.09**
42	**R42**	65	29	38	17	30	48	66	5	3	7	**307**	**97.3**	**0.21**
43	**R43**	63	35	45	37	36	59	92	5	2	16	**390**	**98.2**	**0.27**
45	**R45**	35	19	21	14	13	36	51	1	3	19	**212**	**98.1**	**0.15**
48	**R48**	26	21	16	21	15	27	32	2	2	30	**190**	**98.0**	**0.13**
Total														**0.20**

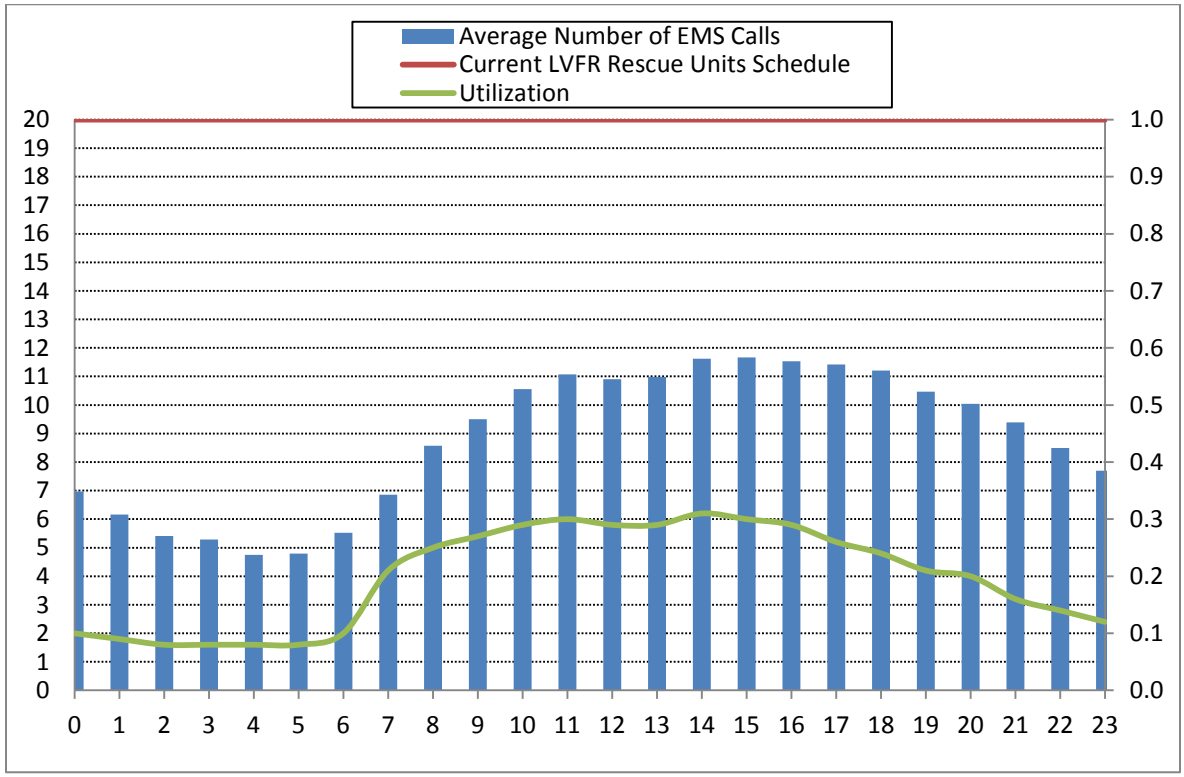
Observations:

- Of 20 rescue units, R8 was the busiest, averaging 395 minutes (six hours, 35 minutes) of deployed time per day. EMS calls accounted for 98 percent of its daily workload.
- Of 20 rescue units, 13 rescue units averaged more than 5 hours per day of deployed time, 4 rescue units averaged between 3 and 5 hours per day, and three rescue units averaged fewer than three hours per day.
- The unit hour utilization of all rescue units ranged between 0.06 and 0.27. R8 and R43 had the highest utilization rate of 0.27. A total of 17 units out of 20 rescue units had a utilization rate of less than 0.25. All rescue units combined had a unit hour utilization of 0.20.

TABLE 43: Average Number of EMS Calls and Utilization of Rescue Units, by Hour of Day

Hour	Average Number of EMS Calls	Current LVFR Rescue Units Scheduled	Utilization
0	7.0	20	0.10
1	6.2	20	0.09
2	5.4	20	0.08
3	5.3	20	0.08
4	4.7	20	0.08
5	4.8	20	0.08
6	5.5	20	0.10
7	6.9	20	0.21
8	8.6	20	0.25
9	9.5	20	0.27
10	10.6	20	0.29
11	11.1	20	0.30
12	10.9	20	0.29
13	11.0	20	0.29
14	11.6	20	0.31
15	11.7	20	0.30
16	11.5	20	0.29
17	11.4	20	0.26
18	11.2	20	0.24
19	10.5	20	0.21
20	10.0	20	0.20
21	9.4	20	0.16
22	8.5	20	0.14
23	7.7	20	0.12

FIGURE 42: Average Number of EMS Calls and Utilization of Rescue Units, by Hour of Day

1. 

Observations:

- Hourly EMS calls were the highest between 10:00 a.m. and 9:00 p.m., averaging between 10.0 and 11.7 calls per hour.
- The utilization of 20 rescue units was the highest between 8:00 a.m. and 6:00 p.m., averaging more than 0.25.
- Between midnight and 7:00 a.m., the utilization of 20 rescue units was between 0.08 and 0.10.

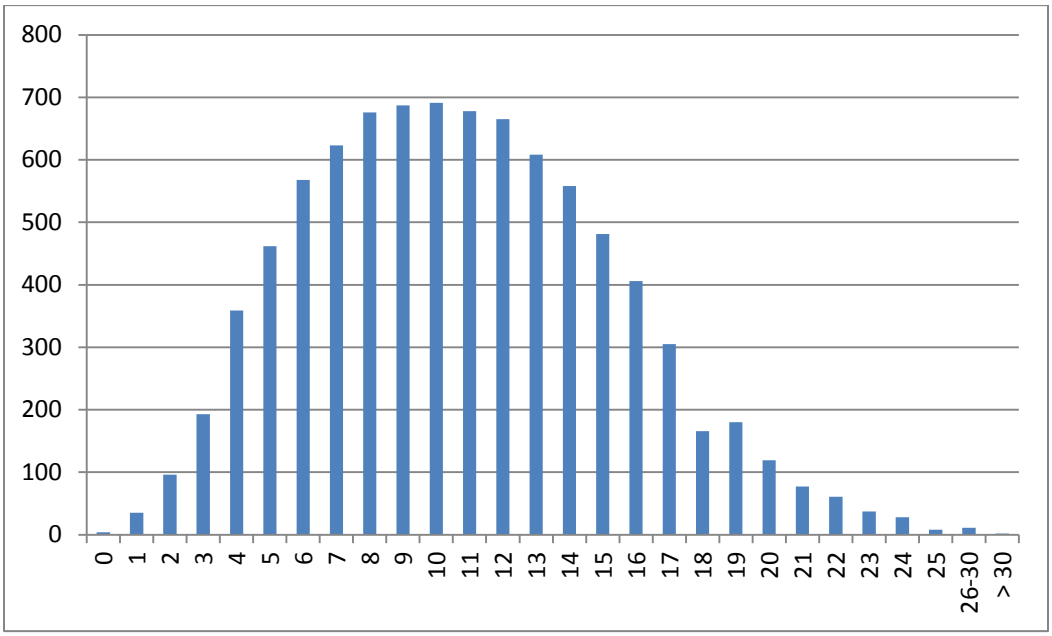
Analysis of Busiest Hours

There is significant variability in the number of calls from hour to hour. One special concern relates to the fire and EMS resources available for hours with the heaviest workload. We tabulated the data for each of 8,784 hours in the year. Approximately once every day Las Vegas Fire & Rescue responded to twenty or more calls in an hour. This is 4 percent of the total number of hours. Here, we report the top ten hours with the most calls received and provide a detailed analysis of two hours with the most calls received.

TABLE 44: Frequency Distribution of the Number of Calls

Number of Calls in an Hour	Frequency	Percentage
0	4	0.0
1	35	0.4
2	96	1.1
3	193	2.2
4	359	4.1
5	462	5.3
6	568	6.5
7	623	7.1
8	676	7.7
9	687	7.8
10	691	7.9
11	678	7.7
12	665	7.6
13	608	6.9
14	558	6.4
15	481	5.5
16	406	4.6
17	305	3.5
18	166	1.9
19	180	2.0
20	119	1.4
21	77	0.9
22	61	0.7
23	37	0.4
24	28	0.3
25	8	0.1
26–30	11	0.1
> 30	2	0.0

FIGURE 43: Frequency Distribution of the Number of Calls



Observations:

- During 343 hours (4 percent of all hours), 20 or more calls occurred; in other words, LVFR responded to 20 or more calls in an hour roughly every day.
- During 21 hours, 25 or more calls occurred; in other words, LVFR responded to 25 or more calls in an hour roughly once every 17 days.
- For 90 percent of the time, calls per hour were between 5 and 20.

TABLE 45: Top 10 Hours with the Most Calls Received

Hour	Number of Calls	Number of Runs	Total Deployed Hours
7/3/2011, 7:00 to 8:00 p.m.	45	62	22.0
9/13/2011, 3:00 to 4:00 a.m.	33	48	12.9
10/3/2011, 3:00 to 4:00 p.m.	30	47	12.6
8/18/2011, 3:00 to 4:00 p.m.	30	41	13.9
10/21/2011, 4:00 to 5:00 p.m.	29	35	15.1
4/18/2012, 11:00 a.m. to 12:00 p.m.	27	33	17.9
6/14/2012, 1:00 to 2:00 p.m.	27	33	12.7
9/8/2011, 5:00 to 6:00 p.m.	27	32	8.0
7/4/2011, 10:00 to 11:00 p.m.	26	49	25.8
9/17/2011, 5:00 to 6:00 p.m.	26	39	13.2

Note: The combined workload is the total deployed minutes spent responding to calls received in the hour, and which may extend into the next hour or hours.

Observations:

- The hour with the most calls received was between 7:00 and 8:00 p.m. on July 3, 2011. The 45 calls involved 62 individual dispatches. The 45 calls included 17 EMS calls, 1 hazardous condition call, 4 alarm calls, 10 public service calls, and 13 automatic aid calls. The combined workload was 22 hours. The longest call was an MVA call that lasted 90 minutes (one hour and 30 minutes). Two automatic aid calls, two EMS calls, and one public service call was responded by three units, and the remaining 40 calls were responded by either one or two units.
- The hour with the second most calls was between 3:00 and 4:00 a.m. on September 13, 2011. The 33 calls involved 48 individual dispatches. The 33 calls included 15 EMS calls, 10 outside fire calls, 1 alarm, 1 public service, and 6 automatic aid calls. The combined workload was 12.9 hours. The longest call was an automatic aid, outside fire call in North Las Vegas that lasted 45 minutes. Two calls were responded by five units; one was an automatic aid structure fire and the other was an automatic aid outside fire call, and both calls were in North Las Vegas.

TABLE 46a: Unit Workload Analysis between 7:00 and 8:00 p.m. on July 3, 2011 – Battalion 1

Station	1							102	3					4			8			10		Number of Deployed Units
Unit	B1	E1	E201	R1	R201	R301	T1	Bomb Squad	E203	E3	HAZ3	R3	T3	E4	R204	R4	CBRN8	E8	R8	E10	R10	
0–5		4.9		3.1			5.0								5.0			4.6	5.0	5.0	5.0	8
5–10		4.5		2.3			4.6								5.0				5.0	0.8	5.0	7
10–15							5.0					3.4	0.6		5.0				5.0		5.0	6
15–20		0.3					2.8			1.3		5.0		1.7	4.8	0.3	1.8	3.1	5.0	2.0	5.0	12
20–25		5.0	4.1			2.3			3.4	5.0		5.0		4.3		5.0	5.0	3.4	5.0	5.0	5.0	13
25–30	2.4	5.0	4.9			5.0			4.5	5.0		5.0	2.4	5.0	0.8	5.0	5.0	5.0	5.0	4.6	5.0	16
30–35	5.0	5.0	5.0	2.8	3.4	5.0	2.8		3.3	4.1		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	19
35–40	2.5	5.0	5.0	5.0	5.0	4.7	5.0		5.0	3.4		5.0	5.0	4.5	4.0	5.0	1.0	5.0	3.9	1.3	5.0	19
40–45		5.0	4.7	5.0	5.0	0.2	5.0		5.0	5.0		5.0	3.4			5.0	3.0	0.9	5.0	5.0	1.2	16
45–50		5.0	5.0	5.0	5.0		5.0		5.0	0.4		5.0		0.9		5.0	5.0		5.0	5.0		13
50–55		5.0	5.0	5.0	5.0		5.0		5.0			5.0		5.0		5.0	5.0	4.5	5.0	1.3		13
55–60		5.0	5.0	5.0	2.1		5.0		4.5			5.0		3.5		5.0	0.6	5.0	4.9			12
Total	9.9	49.7	38.7	33.2	25.5	17.2	45.2		35.7	24.2		48.4	16.4	29.9	29.6	40.3	31.4	36.5	58.8	35.0	41.2	

Note: The numbers in the cells are the deployed minutes within the five-minute block. The cell values greater than 2.5 are coded as red.

Observations:

- During this hour, units in Battalion 1 made 42 runs and responded to 36 calls. Those 36 calls included 16 EMS calls, 1 outside fire calls, 1 hazardous condition call, 3 alarm calls, 6 public service calls, and 9 automatic aid calls. Engine 1 responded to the outside fire call and it was on scene less than four minutes. The longest call was an MVA call that lasted 90 minutes (one hour and 30 minutes).
- During the busiest ten minutes in the hour (7:30 to 7:40 p.m.), 19 units were simultaneously deployed. A total of 12 units were deployed for more than 30 minutes.

TABLE 46b: Unit Workload Analysis between 7:00 and 8:00 p.m. on July 3, 2011 – Battalion 10

Station	2			5		6			7			44			47		Number of Deployed Units
Unit	B10	E2	R2	E5	R5	E6	R6	T6	E7	R7	T7	E44	HR44	R44	E47	R47	
0–5			5.0	3.6	5.0			5.0					4.6	5.0			6
5–10			5.0	5.0	0.9			5.0					5.0	5.0			6
10–15			5.0	5.0				5.0					5.0	5.0			5
15–20			5.0	2.9				5.0					3.9	2.3			5
20–25			5.0	1.6				5.0									3
25–30			5.0	5.0	2.5	3.5		5.0				2.5					6
30–35	3.3	3.3	4.2	4.5	5.0	3.6		2.6				5.0	2.8				9
35–40	2.9	2.7		1.8	5.0	4.4	1.8					5.0	5.0				8
40–45				4.1	1.9	5.0	4.0					1.7	5.0			2.5	7
45–50						5.0							4.6			5.0	3
50–55				1.9		5.0							3.3			5.0	4
55–60		0.1		5.0		3.9						0.7	5.0	4.3		5.0	7
Total	6.2	6.1	34.2	40.4	20.3	30.4	5.8	32.6				14.9	44.2	21.6		17.5	

Note: The numbers in the cells are the deployed minutes within the 5 minute block. The cell values greater than 2.5 are coded as red.

Observations:

- During this hour, units in Battalion 10 made 26 runs and responded to 19 calls. Those 26 calls included 9 EMS calls, 1 alarm call, 3 public service calls, and 6 automatic aid calls. The longest call was a cardiac and stroke call and unit R2 spent 61 minutes on scene.
- During the busiest 10 minutes in the hour (7:30 to 7:40 p.m.), eight or nine units were simultaneously deployed. A total of five units were deployed for more than 30 minutes.

TABLE 46c: Unit Workload Analysis between 7:00 and 8:00 p.m. on July 3, 2011 – Battalion 4

Station	9			41		42			43		45		48			Number of deployed Units
Unit	E9	R9	T9	E41	R41	B4	E42	R42	E43	R43	E45	R45	E48	R48	T48	
0–5								5.0								1
5–10								5.0								1
10–15								0.4								1
15–20																0
20–25																0
25–30	3.0							1.5	4.8							3
30–35	5.0							5.0	5.0							3
35–40	5.0				4.4			5.0	5.0							4
40–45	5.0				5.0			1.5	5.0							4
45–50	2.2				5.0				5.0							3
50–55				4.1	2.8				5.0	2.1						4
55–60				5.0					5.0	5.0						3
Total	20.2			9.1	17.2			23.4	34.8	7.1						

Note: The numbers in the cells are the deployed minutes within the five-minute block. The cell values greater than 2.5 are coded as red.

Observations:

- During this hour, units in Battalion 4 made 7 runs and responded to 6 calls. Those 6 calls included 4 EMS calls and 2 public service calls. The longest call was a public service call and Engine E43 spent 87 minutes (one hour and 27 minutes) on scene.
- During the busiest 15 minutes in the hour (7:35 to 7:45 p.m., 7:50 to 7:55 p.m.), four units were simultaneously deployed. One unit was deployed for more than 30 minutes.

TABLE 47a: Unit Workload Analysis between 3:00 and 4:00 a.m. on September 13, 2011 – Battalion 1

Station	1							102	3					4			8			10		Number of Deployed Units
Unit	B1	E1	E201	R1	R201	R301	T1	Bomb Squad	E203	E3	HAZ3	R3	T3	E4	R204	R4	CBRN8	E8	R8	E10	R10	
0–5		5.0			0.3				5.0	5.0									5.0	4.0		6
5–10		5.0			5.0				3.7	5.0									5.0	4.2		6
10–15		3.9			5.0		3.5		0.7	5.0									5.0			6
15–20			3.6		5.0		5.0		5.0	3.6				1.5		1.5			1.5			8
20–25			3.3	0.6	0.2		5.0		5.0	1.8			0.6	0.2		0.2						9
25–30		3.9	3.9	5.0			4.7		5.0	5.0			1.0			1.4						8
30–35		3.4	3.7	5.0			5.0		5.0	4.8						5.0		0.4	0.4			9
35–40				5.0			5.0		5.0	5.0					2.4	5.0		5.0	5.0			8
40–45				5.0			5.0		5.0	0.8					5.0	5.0		5.0	5.0			8
45–50				1.0			0.9		5.0						5.0	4.9		0.4	5.0			7
50–55									5.0			1.2			3.8				1.3			4
55–60									3.7			5									2.2	3
Total		21.2	14.5	21.6	15.5		34.1		53.1	36		6.2	1.6	1.7	16.2	23		10.8	33.2	8.2	2.2	

Note: The numbers in the cells are the deployed minutes within the five-minute block. The cell values greater than 2.5 are coded as red.

Observations:

- During this hour, units in Battalion 1 made 25 runs and responded to 18 calls. Those 18 calls included 7 EMS calls, 3 outside fire calls, 1 public service call, and 7 automatic aid calls. Three engines responded to the three outside fire calls and all three engines were on scene fewer than 15 minutes. The longest call was an automatic aid, outside fire call in North Las Vegas and engine E203 spent 27 minutes on scene.
- During the busiest 30 minutes in the hour (3:15 to 3:45 a.m.), eight or nine units were simultaneously deployed. A total of four units were deployed for more than 30 minutes.

TABLE 47b: Unit Workload Analysis between 3:00 and 4:00 a.m. on September 13, 2011 – Battalion 10

Station	2			5		6			7			44			47		Number of Deployed Units
Unit	B10	E2	R2	E5	R5	E6	R6	T6	E7	R7	T7	E44	HR44	R44	E47	R47	
0–5						5.0						2.3					2
5–10				4.7		2.6						1.7					3
10–15				5.0													1
15–20				5.0	3.0	3.0	1.2	3.0					3.6	3.7			7
20–25				5.0	5.0	2.5	5.0	2.6					3.8	5.0			7
25–30				5.0	4.2		5.0						5.0	0.3			5
30–35				5.0		1.5	5.0						5.0				4
35–40				4.1		5.0	5.0						5.0				4
40–45				5.0		5.0	5.0						4.0				4
45–50				5.0		5.0	5.0										3
50–55				5.0		0.6	5.0										3
55–60				5.0			5.0										2
Total				53.8	12.2	30.2	41.2	5.6				4.0	26.4	9.0			

Note: The numbers in the cells are the deployed minutes within the five-minute block. The cell values greater than 2.5 are coded as red.

Observations:

- During this hour, units in Battalion 10 made 13 runs and responded to 11 calls. Those 11 calls included 3 EMS calls, 5 outside fire calls, 1 public service call, and 2 automatic aid calls. The five outside fire calls were responded by seven runs and all units stayed on scene for less than 18 minutes. The longest call was a fall and injury call and it lasted 44 minutes and was responded by rescue unit R6.
- During the busiest 10 minutes in the hour (3:15 to 3:25 a.m.), seven units were simultaneously deployed. A total of three units were deployed for more than 30 minutes.

TABLE 47c: Unit Workload Analysis between 3:00 and 4:00 a.m. on September 13, 2011 – Battalion 4

Station	9			41		42			43		45		48			Number of deployed Units
Unit	E9	R9	T9	E41	R41	B4	E42	R42	E43	R43	E45	R45	E48	R48	T48	
0-5									3.6	5.0						2
5-10							1.4		5.0	3.9						3
10-15	2.5		2.5				5.0		5.0		0.6					5
15-20	5.0		5.0	1.5		3.6	5.0		5.0		5.0	4.3	0.3			9
20-25	5.0		5.0	5.0		1.3	5.0		5.0		5.0	5.0	1.5			9
25-30	3.9		4.9	5.0			3.1		5.0		5.0	5.0	5.0		4.5	9
30-35	5.0		4.0	5.0					1.9	0.9	5.0	4.8	5.0		5.0	9
35-40	2.1			5.0						5.0	5.0		5.0		5.0	6
40-45				0.9					1.7	3.9	5.0		5.0		5.0	6
45-50				4.0					5.0		0.5		5.0		1.5	5
50-55				5.0					5.0				5.0			3
55-60				5.0					5.0	4.8			1.5			4
Total	23.5		21.4	36.4		4.9	19.5		47.2	23.5	31.1	19.1	33.3		21.0	

Note: The numbers in the cells are the deployed minutes within the five-minute block. The cell values greater than 2.5 are coded as red.

Observations:

- During this hour, units in battalion 4 made 18 runs and responded to 15 calls. Those 15 calls included 6 EMS calls, 5 outside fire calls, 1 alarm call, and 3 automatic aid calls. The five outside fire calls were responded by five runs and the longest on-scene time was 23 minutes. The longest call was an automatic aid alarm call in North Las Vegas and engine E48 spent 7 minutes on scene.
- During the busiest 20 minutes in the hour (3:15 to 3:35 a.m.), nine units were simultaneously deployed. A total of four units were deployed for more than 30 minutes.

Dispatch Time and Response Time

This section presents dispatch and response time statistics for different call types and fire units. For most types of calls, the main focus is the dispatch and response time of the first arriving units. However, for structure and outside fire calls, we also analyze the response time of the second and third arriving fire vehicles (no rescue units).

Different terms are used to describe the components of response time: **Dispatch processing time** is the difference between the unit dispatch time and call received time recorded in the LVFR dispatch center. For calls transferred from the METRO dispatch center, the transfer times were not recorded in the METRO CAD system and thus were not captured in dispatch time. **Turnout time** is the difference between the unit time en route and the unit dispatch time. **Travel time** is the difference between the unit on-scene arrival time and the time en route. **Response time** is the difference between the unit on-scene arrival time and call received time. In cases when the unit stage time is earlier than the unit on-scene arrival time for EMS calls, unit stage time is used in calculating travel and response times.

In this section, a total of 64,229 calls that were responded with lights and sirens (75 percent of EMS and fire category calls within Las Vegas) were used in the analysis. The average dispatch time was 1.0 minute. The average turnout time was 1.1 minutes (1 minute and 6 seconds), and the average travel time was 4.2 minutes (4 minutes and 12 seconds). The average response time for EMS calls was 6.3 minutes (6 minutes and 18 seconds), and the average response time for fire category calls was 6.5 minutes (6 minutes and 30 seconds).

TABLE 48: Average Dispatch, Turnout, Travel, and Response Times of First Arriving Unit, by Call Type

Call Type	Dispatch Time	Turnout Time	Travel Time	Response Time	Sample Size
Cardiac and stroke	1.1	1.0	4.0	6.1	9,736
Seizure and unconsciousness	1.0	1.0	4.2	6.2	6,243
Difficulty breathing	1.0	1.1	4.3	6.4	7,179
Overdose and psychiatric	1.2	1.1	4.4	6.6	6,531
MVA	0.7	0.9	3.8	5.4	5,112
Fall and injury	1.1	1.1	4.3	6.5	10,970
Illness and other	1.1	1.1	4.2	6.4	14,812
EMS Total	**1.0**	**1.1**	**4.2**	**6.3**	**60,583**
Structure fire	1.3	1.1	3.4	5.7	831
Outside fire	1.2	1.0	4.2	6.4	1,279
Hazard	1.3	1.2	4.2	6.5	297
Alarm	1.2	1.1	5.0	7.3	850
Public service	1.1	1.1	4.0	6.3	141
Investigation	1.3	1.2	4.6	7.1	248
Fire Total	**1.2**	**1.1**	**4.2**	**6.5**	**3,646**
Total	**1.0**	**1.1**	**4.2**	**6.3**	**64,229**

FIGURE 44: Average Dispatch, Turnout, and Travel Times of First Arriving Unit, by EMS Call Type

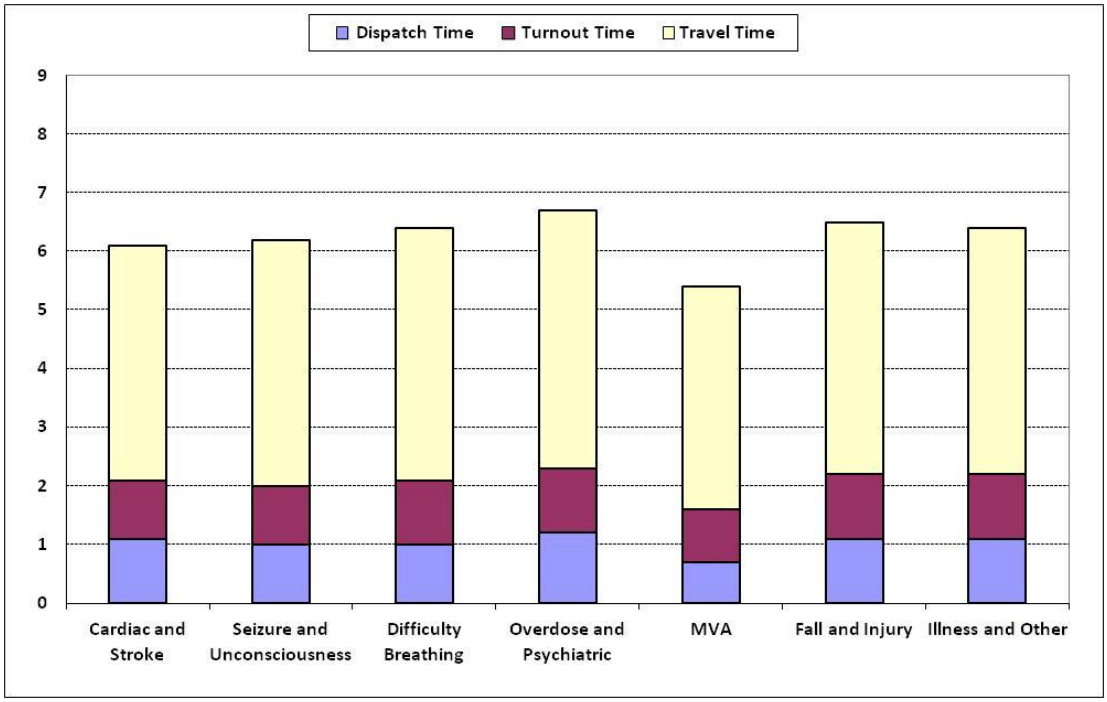
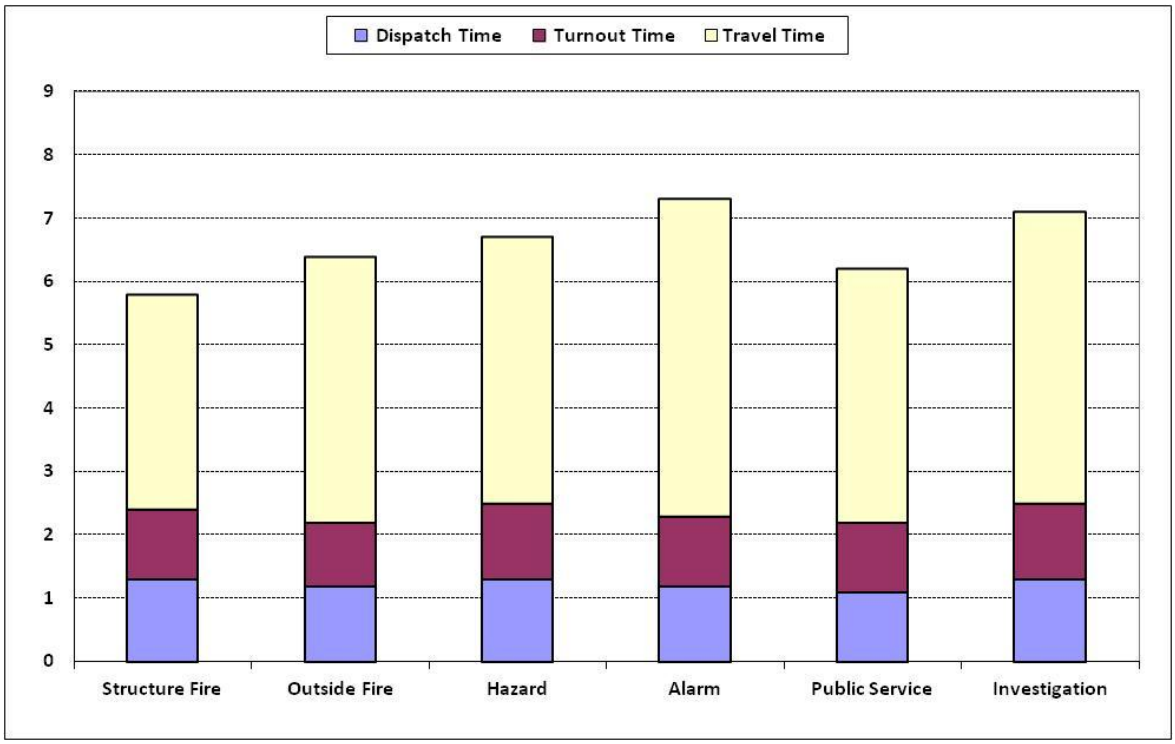


FIGURE 45: Average Dispatch, Turnout, and Travel Times of First Arriving Unit, by Fire Call Type



Observations:

- The average dispatch time was 1.0 minutes.
- The average turnout time was 1.1 minutes.
- The average travel time was 4.2 minutes.
- The average response time for EMS calls was 6.3 minutes.
- The average response time for fire category calls was 6.5 minutes.
- The average response time for structure fire calls was 5.7 minutes.
- The average response time for outside fire calls was 6.4 minutes.

TABLE 49: 90th Percentile Dispatch, Turnout, Travel, and Response Times of First Arriving Unit, by Call Type

Call Type	Dispatch Time	Turnout Time	Travel Time	Response Time	Sample Size
Cardiac and stroke	1.8	1.8	6.1	8.7	9,736
Seizure and unconsciousness	1.7	1.8	6.3	8.8	6,243
Difficulty breathing	1.7	1.9	6.5	9.1	7,179
Overdose and psychiatric	2.1	2.0	7.3	10.0	6,531
MVA	1.2	1.5	6.3	8.3	5,112
Fall and injury	1.9	2.0	6.9	9.6	10,970
Illness and other	1.9	1.9	6.6	9.3	14,812
EMS Total	**1.8**	**1.9**	**6.6**	**9.2**	**60,583**
Structure fire	2.1	1.7	5.1	7.8	831
Outside fire	1.9	1.6	6.6	9.4	1,279
Hazard	2.0	1.8	6.4	9.2	297
False alarm	1.9	1.9	7.9	10.9	850
Good intent	2.1	1.9	6.5	9.5	141
Public service	2.0	1.9	7.2	10.0	248
Fire Total	**2.0**	**1.8**	**6.8**	**9.5**	**3,646**
Total	**1.8**	**1.9**	**6.6**	**9.2**	**64,229**

Note: The 90th percentile response time is not equal to the sum of 90th percentile of dispatch time, turnout time, and travel time.

Observations:

- The 90th percentile dispatch time was 1.8 minutes.
- The 90th percentile turnout time was 1.9 minutes.
- The 90th percentile travel time was 6.6 minutes.
- The 90th percentile response time for EMS calls was 9.2 minutes.
- The 90th percentile response time for fire category calls was 9.5 minutes.
- The 90th percentile response time for structure fire calls was 7.8 minutes.
- The 90th percentile response time for outside fire calls was 9.4 minutes.

FIGURE 46: Average Dispatch, Turnout, Travel, and Response Time of First-Arriving Unit, by Hour of Day

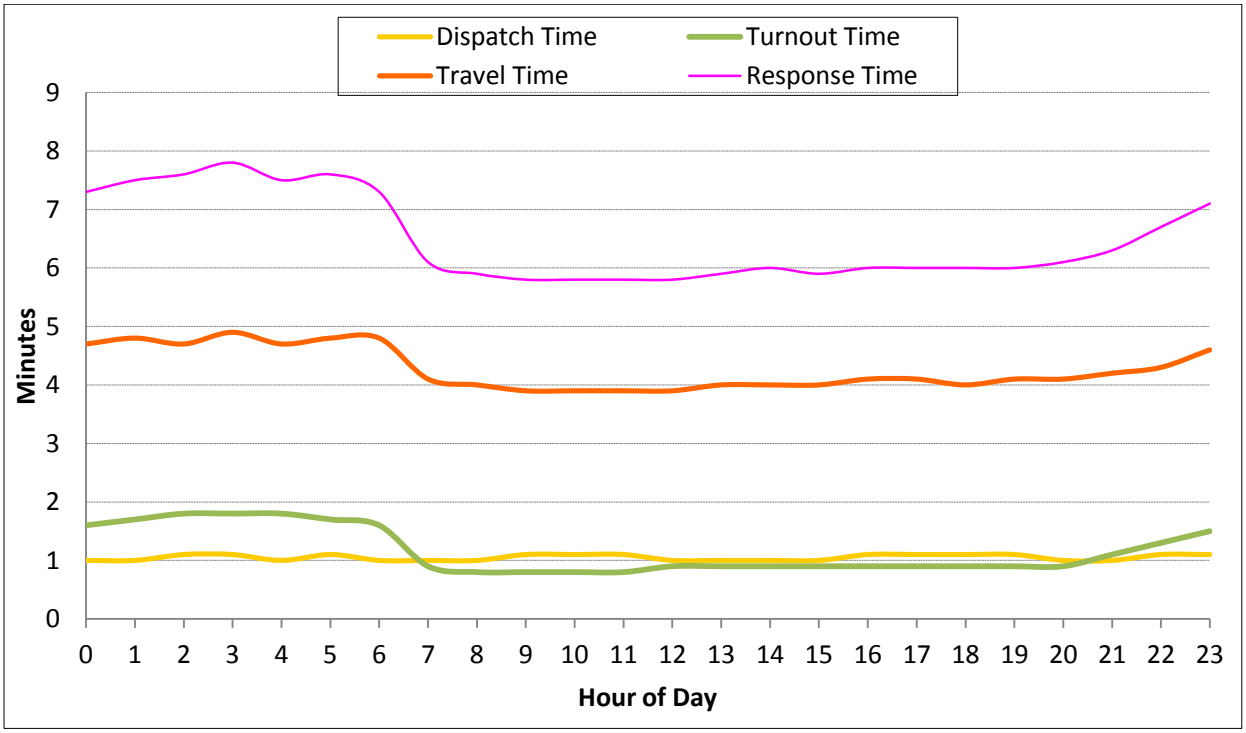


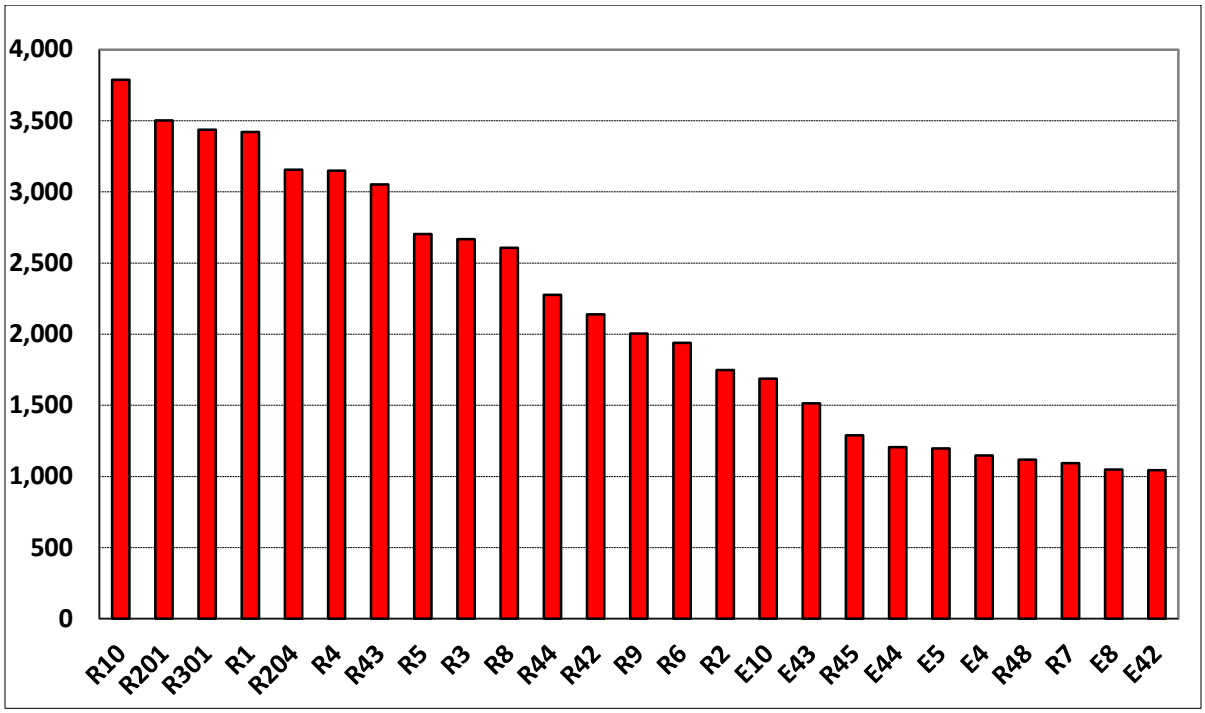
TABLE 50: Average Dispatch, Turnout, Travel, and Response Times of First Arriving Unit, by Hour of Day

Hour	Dispatch Time	Turnout Time	Travel Time	Response Time	90th Percentile Response Time	Sample Size
0	1.0	1.6	4.7	7.3	10.3	2,111
1	1.0	1.7	4.8	7.5	10.4	1,817
2	1.1	1.8	4.7	7.6	10.7	1,611
3	1.1	1.8	4.9	7.8	10.8	1,597
4	1.0	1.8	4.7	7.5	10.5	1,381
5	1.1	1.7	4.8	7.6	10.7	1,413
6	1.0	1.6	4.8	7.3	10.3	1,599
7	1.0	0.9	4.1	6.1	8.7	2,049
8	1.0	0.8	4.0	5.9	8.4	2,604
9	1.1	0.8	3.9	5.8	8.3	2,900
10	1.1	0.8	3.9	5.8	8.4	3,280
11	1.1	0.8	3.9	5.8	8.3	3,375
12	1.0	0.9	3.9	5.8	8.1	3,311
13	1.0	0.9	4.0	5.9	8.4	3,409
14	1.0	0.9	4.0	6.0	8.6	3,529
15	1.0	0.9	4.0	5.9	8.4	3,580
16	1.1	0.9	4.1	6.0	8.8	3,519
17	1.1	0.9	4.1	6.0	8.6	3,538
18	1.1	0.9	4.0	6.0	8.6	3,410
19	1.1	0.9	4.1	6.0	8.7	3,225
20	1.0	0.9	4.1	6.1	8.9	3,106
21	1.0	1.1	4.2	6.3	9.2	2,878
22	1.1	1.3	4.3	6.7	9.7	2,651
23	1.1	1.5	4.6	7.1	10.0	2,336

Observations:

- Average dispatch time was between 1.0 and 1.1 minutes.
- Average turnout time was between 0.8 and 1.8 minutes. Between midnight and 7:00 a.m., the average turnout time was consistently more than 1.6 minutes.
- Average travel time was between 3.9 and 4.9 minutes.
- Average response time was between 5.8 and 7.8 minutes. Between midnight and 7 a.m., the average response time was consistently more than 7.3 minutes.
- 90th percentile response time was between 8.1 minutes and 10.8 minutes.

FIGURE 47: Number of Total Calls by Top 25 First Arriving Units



Note: Figure 47 and Table 51 include calls of the first arriving unit which had valid unit on-scene time.

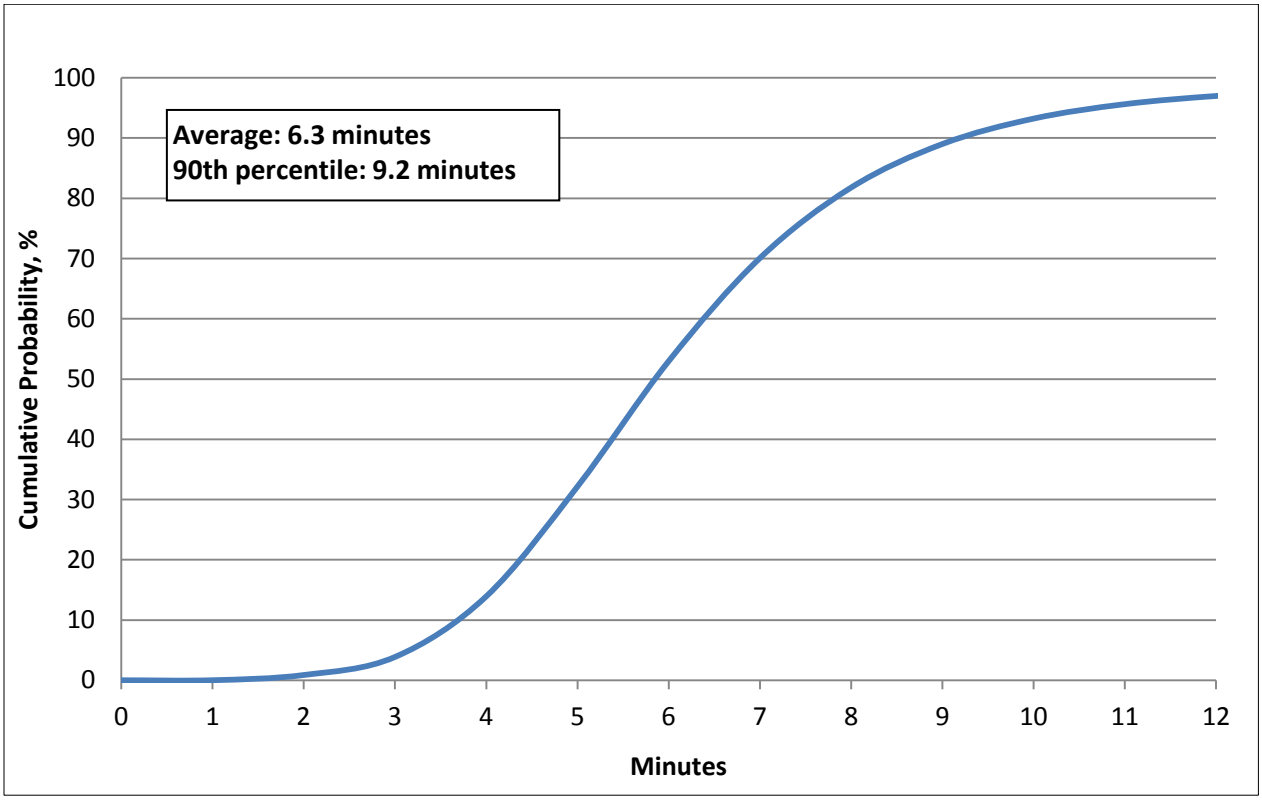
TABLE 51: Number of Total Calls by Top 25 First-Arriving Units

Unit	EMS	Structure and Outside Fire	Fire Other	Total	Percentage	Cumulative Percentage
R10	3,767	14	8	3,789	5.9	5.9
R201	3,493	3	6	3,502	5.5	11.4
R301	3,425	7	6	3,438	5.4	16.7
R1	3,410	6	6	3,422	5.3	22.0
R204	3,135	15	5	3,155	4.9	26.9
R4	3,125	22	3	3,150	4.9	31.8
R43	3,023	20	9	3,052	4.8	36.6
R5	2,689	9	7	2,705	4.2	40.8
R3	2,647	19	2	2,668	4.2	45.0
R8	2,580	18	9	2,607	4.1	49.0
R44	2,249	18	10	2,277	3.5	52.6
R42	2,116	15	8	2,139	3.3	55.9
R9	1,992	9	4	2,005	3.1	59.0
R6	1,914	20	5	1,939	3.0	62.0
R2	1,724	15	9	1,748	2.7	64.8
E10	1,504	118	65	1,687	2.6	67.4
E43	1,305	124	85	1,514	2.4	69.7
R45	1,272	11	6	1,289	2.0	71.8
E44	1,019	111	76	1,206	1.9	73.6
E5	1,028	113	56	1,197	1.9	75.5
E4	874	198	75	1,147	1.8	77.3
R48	1,111	5	3	1,119	1.7	79.0
R7	1,088	5	1	1,094	1.7	80.7
E8	800	150	99	1,049	1.6	82.4
E42	876	74	95	1,045	1.6	84.0
Other	8,417	991	878	10,286	16.0	100.0

Observations:

- Rescue Unit R10 arrived first on scene most often, followed by Rescue Units R201, R203, R1, R204, and R4. The top six first arriving units accounted for 32 percent of the first arrivals at calls.
- For structure and outside fire calls, Engines E4, E8, E43, and E10, in that order, were the first units on scene most often.

FIGURE 48: Cumulative Distribution Function (CDF) of Response Time of First Arriving Unit for EMS Calls



Reading the CDF Chart: The vertical axis is the probability or percentage of calls. The horizontal axis is response time. For example, with regard to EMS calls, the 0.9 probability line intersects the graph at the time mark at about 9.2 minutes. This means that units had a response time of less than 9.2 minutes for 90 percent of these calls.

FIGURE 49: Frequency Distribution Chart of Response Time of First Arriving Unit for EMS Calls

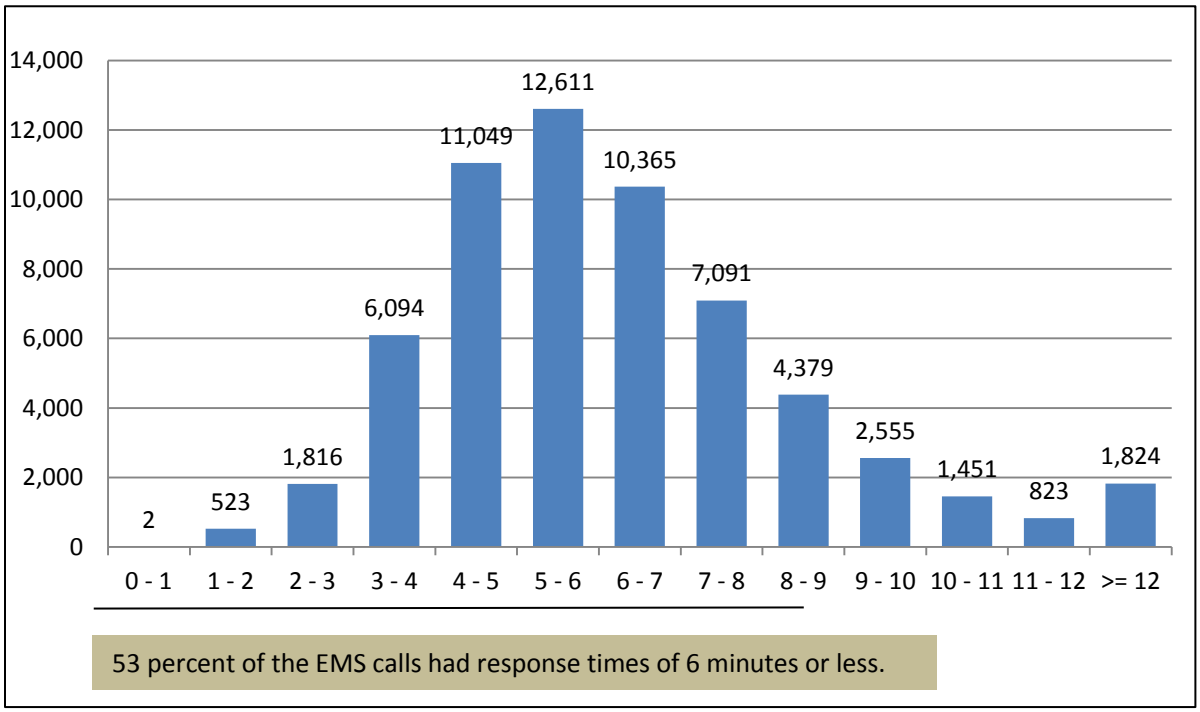


TABLE 52: Cumulative Distribution Function (CDF) of Response Time of First Arriving Unit for EMS Calls

Response Time (minute)	Frequency	Cumulative Percentage
0 - 1	2	0.0
1 - 2	523	0.9
2 - 3	1,816	3.9
3 - 4	6,094	13.9
4 - 5	11,049	32.2
5 - 6	12,611	53.0
6 - 7	10,365	70.1
7 - 8	7,091	81.8
8 - 9	4,379	89.0
9 - 10	2,555	93.2
10 - 11	1,451	95.6
11 - 12	823	97.0
>= 12	1,824	100.0

Observations:

- The average response time for EMS calls was 6.3 minutes.
- For 53 percent of EMS calls, the response time was less than or equal to 6.0 minutes.
- For 90 percent of EMS calls, the response time was less than 9.2 minutes.

Response Time Analysis for Structure and Outside Fire Calls

The following tables and charts report response time analysis of first and second arriving units for structure and outside fire calls.

TABLE 53: Average Response Time for Structure and Outside Fire Calls by First Arriving Unit

Battalion	Unit Type	First Arriving Unit	Outside Fire		Structure Fire		Total	
			Response Time	Number of Calls	Response Time	Number of Calls	Response Time	Number of Calls
1	Battalion Chief	B1	4.6	2	5.3	39	5.3	41
	CBRNE	CBRN8	NA	0	6.4	15	6.4	15
	Engine (Pumper)	E1	6.0	76	4.6	12	5.8	88
		E10	5.4	81	5.8	37	5.6	118
		E201	5.4	89	4.8	18	5.3	107
		E203	6.2	63	5.8	33	6.1	96
		E3	6.7	62	5.6	18	6.4	80
		E4	5.5	148	4.9	51	5.4	199
		E8	6.2	102	6.2	50	6.2	152
	Truck (Ladder)	T1	7.1	4	5.3	23	5.6	27
		T3	NA	0	5.2	21	5.2	21
	Rescue Units Combined		4.5	8	4.8	94	4.8	102
	Battalion 1 - Total		**5.8**	**635**	**5.3**	**411**	**5.6**	**1,046**
10	Battalion Chief	B10	5.9	1	6	9	6	10
	Engine (Pumper)	E2	6.5	50	6.3	33	6.4	83
		E44	6.9	93	5.9	25	6.7	118
		E47	6.2	8	6.6	3	6.3	11
		E5	6.1	81	6.2	34	6.1	115
		E6	5.8	55	5.1	19	5.6	74
		E7	7.3	22	7.4	10	7.3	32
	Heavy Rescue Unit	HR44	NA	0	5.1	7	5.1	7
	Truck (Ladder)	T6	4.6	1	5.5	16	5.4	17

Battalion	Unit Type	First Arriving Unit	Outside Fire		Structure Fire		Total	
			Response Time	Number of Calls	Response Time	Number of Calls	Response Time	Number of Calls
		T7	5.0	3	5.5	4	5.3	7
	Rescue Units Combined		5.1	4	5.6	63	5.6	67
	Battalion 10 - Total		**6.4**	**318**	**5.9**	**223**	**6.2**	**541**
4	Battalion Chief	B4	6.5	2	6.0	21	6.0	23
	Engine (Pumper)	E41	7.4	35	7.8	11	7.5	46
		E42	6.9	46	6.3	23	6.7	69
		E43	7.2	102	5.7	35	6.8	137
		E45	7.9	51	6.6	9	7.7	60
		E48	7.2	65	5.7	11	7.0	76
		E9	7.2	89	6.5	16	7.1	105
	Truck (Ladder)	T9	5.6	3	6.2	10	6.0	13
		T48	4.0	1	6.4	9	6.2	10
	First on scene rescue units		4.0	4	5.8	56	5.7	60
	Battalion 4 - Total		**7.2**	**398**	**6.1**	**201**	**6.8**	**599**
Total			**6.4**	**1,351**	**5.7**	**835**	**6.1**	**2,186**

Note: First on scene rescue units could be any of the 20 rescue units.

Observations:

- For outside fire calls, the average response time of the first arriving firefighting equipment was 6.4 minutes.
- For outside fire calls, Engines E4, E43, and E8 were the first units on scene most often and had an average response time of 5.5 minutes, 7.2 minutes, and 6.2 minutes, respectively.
- For structure fire calls, the average response time of first arriving firefighting equipment was 5.7 minutes.
- For structure fire calls, Engine E4 was the first unit on scene most often and had an average response time of 5.5 minutes.

TABLE 54: Average Response Time for Structure and Outside Fire Calls by Second Arriving Unit

Battalion	Unit Type	Second Arriving Unit	Outside Fire		Structure Fire		Total	
			Response Time	Number of Calls	Response Time	Number of Calls	Response Time	Number of Calls
1	Battalion Chief	B1	5.7	3	6.3	52	6.2	55
	CBRNE	CBRN8	6.1	1	6.3	21	6.3	22
	Engine (Pumper)	E1	7.4	4	5.1	21	5.5	25
		E10	NA	0	6.2	30	6.2	30
		E201	8.9	2	5.4	26	5.6	28
		E203	9	3	6.0	20	6.4	23
		E3	5.9	1	5.5	20	5.5	21
		E4	8.5	6	5.9	37	6.2	43
		E8	5.7	1	6.6	27	6.6	28
	Truck (Ladder)	T1	9.6	4	6.4	20	7	24
		T3	7.9	1	5.9	26	5.9	27
	Rescue Units Combined		6.5	6	5.9	78	5.9	84
	Battalion 1 - Total		**7.7**	**32**	**6**	**378**	**6.1**	**410**
10	Battalion Chief	B10	NA	0	7.2	22	7.2	22
	Engine (Pumper)	E2	6.1	1	6.2	18	6.2	19
		E44	NA	0	6.6	26	6.6	26
		E47	NA	0	7.2	4	7.2	4
		E5	5.7	2	6.5	20	6.4	22
		E6	11.0	2	6.3	27	6.6	29
		E7	8.1	1	7.5	8	7.5	9
	Heavy Rescue Unit	HR44	7.3	1	6.4	7	6.5	8
	Truck (Ladder)	T6	NA	0	6.8	21	6.8	21
		T7	16.1	2	7.4	11	8.7	13
	First on scene rescue units		8.6	1	6.5	53	6.5	54
	Battalion 10 - Total		**9.6**	**10**	**6.7**	**217**	**6.8**	**227**

Battalion	Unit Type	Second Arriving Unit	Outside Fire		Structure Fire		Total	
			Response Time	Number of Calls	Response Time	Number of Calls	Response Time	Number of Calls
4	Battalion Chief	B4	5.6	1	7.0	32	7.0	33
	Engine (Pumper)	E41	NA	0	7.8	7	7.8	7
		E42	5.2	2	6.4	23	6.3	25
		E43	4.3	1	5.7	22	5.6	23
		E45	5.0	1	7.8	8	7.5	9
		E48	NA	0	7.6	9	7.6	9
		E9	7.0	3	6.6	9	6.7	12
	Truck (Ladder)	T9	9.4	1	7.6	11	7.8	12
		T48	6.1	1	7.3	11	7.2	12
	Rescue Units Combined		8.4	6	7.2	46	7.3	52
	Battalion 4 - Total		**7.0**	**16**	**6.9**	**178**	**6.9**	**194**
Total			**7.8**	**58**	**6.4**	**773**	**6.5**	**831**

Observations:

- The average response time of the second arriving unit for outside fire calls was 7.8 minutes, compared to 6.4 minutes for the first arriving unit.
- The average response time of the second arriving unit for structure fire calls was 6.4 minutes, compared to 5.7 minutes for the first arriving unit.

FIGURE 50: Cumulative Distribution Function (CDF) of Response Time of First, Second, and Third Arriving Fire Units for Structure Fire Calls

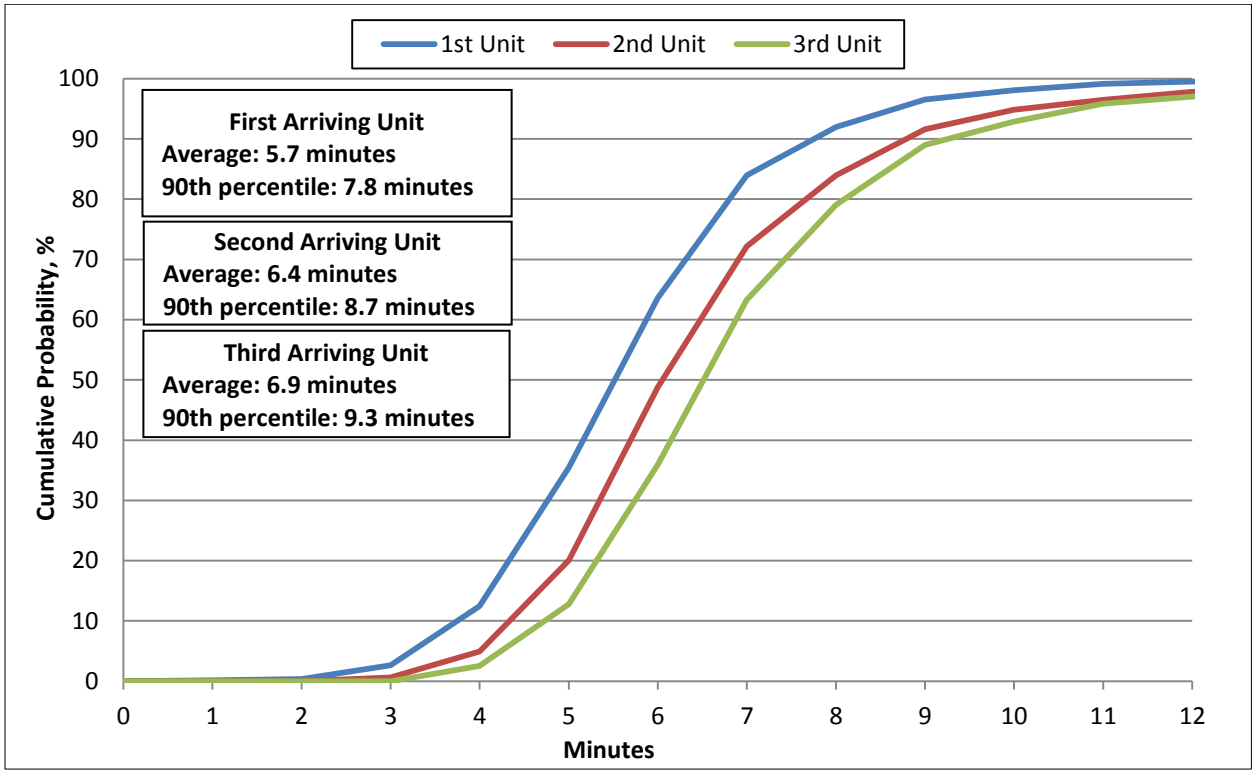


FIGURE 51: Frequency Distribution Chart of Response Time of First Arriving Unit for Structure Fire Calls

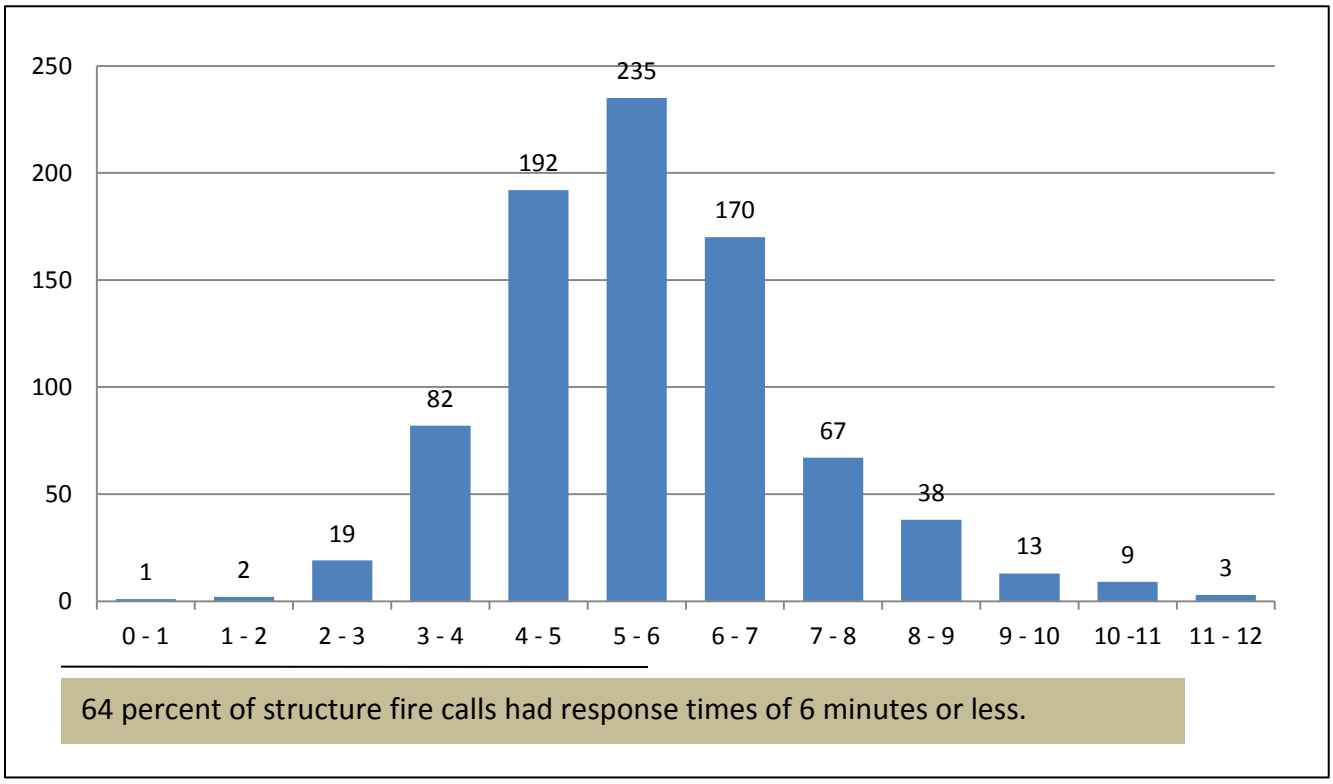


TABLE 55: Cumulative Distribution Function (CDF) of Response Time of First, Second, and Third Arriving Units for Structure Fire Calls

Response Time (minute)	First Unit		Second Unit		Third Unit	
	Frequency	Cumulative Percent	Frequency	Cumulative Percent	Frequency	Cumulative Percent
0 - 1	1	0.1	0	0.0	0	0.0
1 - 2	2	0.4	0	0.0	0	0.0
2 - 3	19	2.6	5	0.6	0	0.0
3 - 4	82	12.5	33	4.9	17	2.5
4 - 5	192	35.4	117	20.0	69	12.8
5 - 6	235	63.6	222	48.7	156	36.0
6 - 7	170	84.0	181	72.1	184	63.3
7 - 8	67	92.0	91	83.9	106	79.0
8 - 9	38	96.5	59	91.5	67	89.0
9 - 10	13	98.1	25	94.7	26	92.9
10 -11	9	99.2	13	96.4	20	95.8
11 - 12	3	99.5	10	97.7	8	97.0
12 - 13	2	99.8	5	98.3	7	98.1
13 - 14	0	99.8	6	99.1	4	98.7
14 - 15	0	99.8	4	99.6	4	99.3
>= 15	2	100.0	2	100.0	5	100.0

Observations:

- The average response time of the first arriving fire unit for structure fire calls was 5.7 minutes.
- 64 percent of the time, the first fire unit's response time was less than 6.0 minutes.
- 90 percent of the time, the first fire unit's response time was less than 7.8 minutes.
- On average, the response time of the second arriving unit was 6.4 minutes, which was 0.7 minutes longer than that of the first arriving unit.
- 90 percent of the time, the second fire unit's response time was less than 8.7 minutes.
- The average response time of the third arriving fire unit for structure fire calls was 6.9 minutes.
- 90 percent of the time, the third fire unit's response time was less than 9.3 minutes.

FIGURE 52: Cumulative Distribution Function (CDF) of Response Time of First and Second Arriving Units for Outside Fire Calls

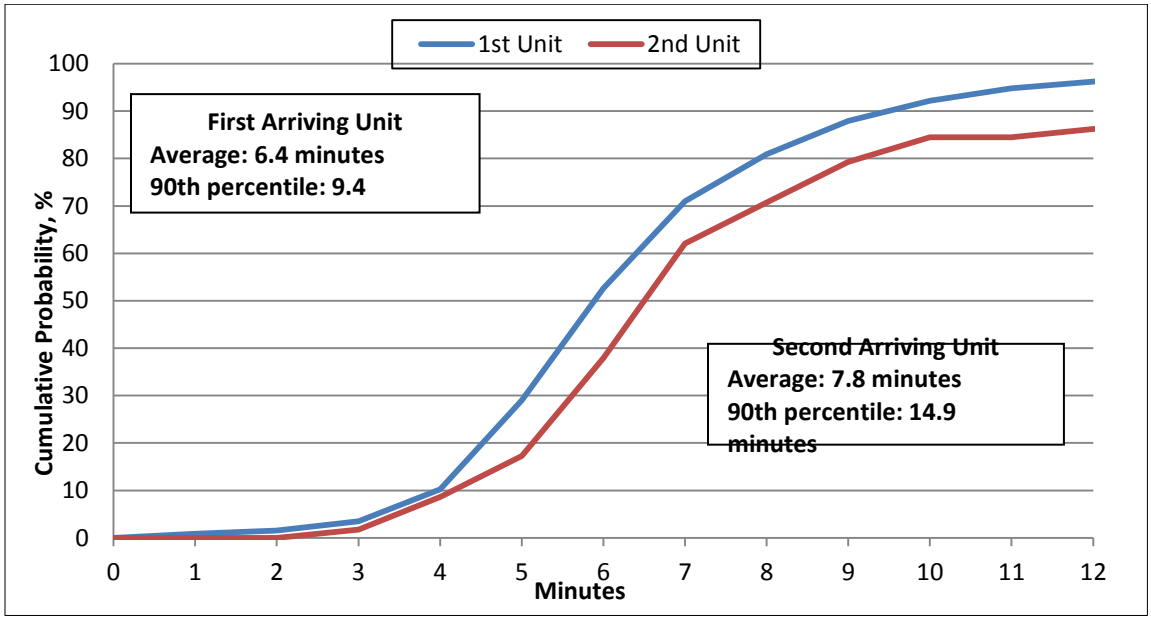


FIGURE 53: Frequency Distribution Chart of Response Time of First Arriving Unit for Outside Fire Calls

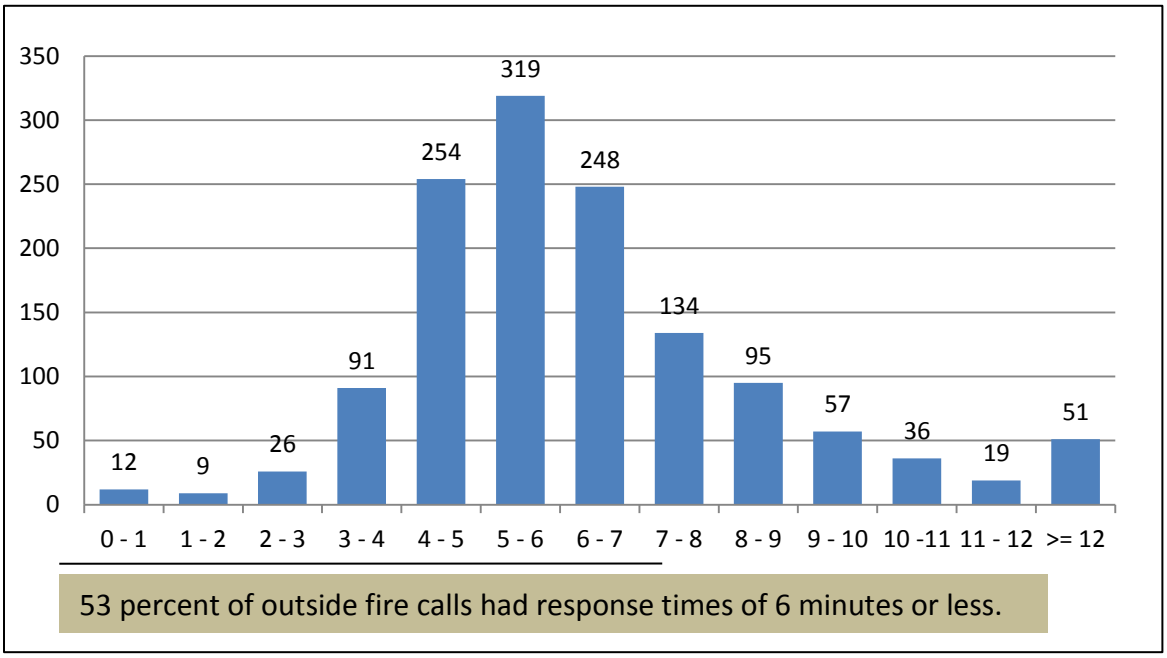


TABLE 56: Cumulative Distribution Function (CDF) of Response Time of First and Second Arriving Units for Outside Fire Calls

Response Time (minute)	First Unit		Second Unit	
	Frequency	Cumulative Percent	Frequency	Cumulative Percent
0 - 1	12	0.9	0	0.0
1 - 2	9	1.6	0	0.0
2 - 3	26	3.5	1	1.7
3 - 4	91	10.2	4	8.6
4 - 5	254	29.0	5	17.2
5 - 6	319	52.6	12	37.9
6 - 7	248	71.0	14	62.1
7 - 8	134	80.9	5	70.7
8 - 9	95	87.9	5	79.3
9 - 10	57	92.2	3	84.5
10 -11	36	94.8	0	84.5
11 - 12	19	96.2	1	86.2
12 - 13	15	97.3	0	86.2
13 - 14	8	97.9	0	86.2
14 - 15	8	98.5	5	94.8
>= 15	20	100.0	3	100

Observations:

- The average response time of the first arriving fire unit for outside fire calls was 6.4 minutes.
- 53 percent of the time, the first fire unit's response time was less than 6.0 minutes.
- 90 percent of the time, the first fire unit's response time was less than 9.4 minutes.
- On average, the response time of the second arriving unit was 7.8 minutes, which was 1.4 minutes longer than that of the first arriving unit.
- 90 percent of the time, the second fire unit's response time was less than 14.9 minutes.

Response Time Analysis of EMS Calls Responded by AMR Las Vegas and Las Vegas Fire & Rescue

LVFR shares its responsibility for EMS response with AMR, a private ambulance company. In order to accurately measure call response time from a citizen's perspective, we considered the fact that either agency might arrive first on scene. We obtained data from AMR including the times that it was notified regarding each call and the time that its ambulance arrived on scene. This section focuses on EMS calls analyzed in the previous section. These included only those calls where LVFR responded with "lights and sirens." This also includes 4,489 calls for which AMR units were canceled prior arrival and another 10,238 calls for which AMR units were not dispatched. The first table focuses on an updated analysis of response time. The second examines potential lags between the times that each agency was notified of an incident. Response time is measured from the time that LVFR's dispatch center first received the call until the first unit (of either agency) arrived on scene.

TABLE 57: Conditional Response Time Analysis of the First Arriving AMR Unit and the First Arriving Las Vegas Fire Rescue Unit, by EMS Call Type

	First Arriving Agency				Overall	
	AMR		LVFR			
Call Type	Response Time	Sample Size	Response Time	Sample Size	Response Time	Sample Size
Cardiac and stroke	5.7	1,842	5.8	7,894	5.8	9,736
Seizure and unconsciousness	5.8	1,284	5.7	4,959	5.7	6,243
Difficulty breathing	6.1	1,464	5.9	5,715	5.9	7,179
Overdose and psychiatric	6.1	1,775	6.0	4,756	6.0	6,531
MVA	4.3	47	5.4	5,065	5.4	5,112
Fall and injury	6.2	2,486	6.0	8,484	6.1	10,970
Illness and other	6.0	3,274	5.9	11,538	6.0	14,812
Total	**6.0**	**12,172**	**5.9**	**48,411**	**5.9**	**60,583**

Note: A total of 115 calls to which both LVFR and AMR arrived simultaneously, 4,489 calls to which AMR units were canceled prior arrival, and another 10,238 calls to which AMR units were not dispatched were included in the category of LVFR unit arrived earlier.

Observations:

- The average response time of the first arriving unit of two agencies was 5.9 minutes.
- For calls in which an AMR unit arrived first on scene, its average response time was 6.0 minutes.
- For calls in which a Las Vegas Fire & Rescue unit arrived first on scene, its average response time was 5.9 minutes.

While focusing on first on scene units' response time, we also realized that each agency recorded different call received times. Below, we provide a table of the average differences between each agency's recorded received times. These times are separated by call type. In addition, we separate calls based upon the agency whose call received time was earliest. Finally, this table only includes the 50,345 calls where both LVFR and AMR had records; the 10,238 calls where AMR was not dispatched are excluded.

TABLE 58: Comparison of Call Times between LVFR and AMR, by EMS Call Type

Call Type	AMR Recorded Earlier Call Time		LVFR Recorded Earlier Call Time	
	Difference of Call Times	Sample Size	Difference of Call Times	Sample Size
Cardiac and stroke	1.1	421	1.2	8,389
Seizure and unconsciousness	1.2	146	1.1	5,516
Difficulty breathing	1.0	313	1.1	6,260
Overdose and psychiatric	1.6	79	1.2	5,830
MVA	0.7	53	6.4	242
Fall and injury	1.2	160	1.3	9,729
Illness and other	1.2	383	1.3	12,824
Total	**1.1**	**1,555**	**1.2**	**48,790**

Observations:

- For 97 percent of calls, to which both LVFR and AMR were dispatched, AMR was notified later, and the average delay was 1.2 minutes.
- There are 3 percent of EMS calls in which AMR recorded earlier call received time than LVFR CAD system. The average delay was 1.1 minutes.

Analysis of EMS Transport Calls Responded by Las Vegas Fire & Rescue and AMR Las Vegas

To understand how many EMS calls involved transporting patients, and the variations by hour of day, we parsed the comment field in the CAD data to obtain the units involved in transporting patients for LVFR. We also requested data on AMR transports. This section focuses on an analysis of transports within EMS category calls. In addition, LVFR made 77 transports in fire category calls and 82 transports in automatic aid calls.

TABLE 59: Number of EMS Transport Calls, by Type and Agency

Call Type	Number of EMS Transport Calls		
	LVFR	AMR	Combined
Cardiac and stroke	2,614	5,674	8,270
Seizure and unconsciousness	1,440	3,747	5,181
Difficulty breathing	1,500	4,327	5,817
Overdose and psychiatric	1,118	4,843	5,945
MVA	2,068	118	2,113
Fall and injury	2,186	7,026	9,181
Illness and other	3,369	12,157	15,506
EMS Total	**14,295**	**37,892**	**52,013**
Daily Average	**39.1**	**103.5**	**142.1**

Note: There are 174 EMS calls in which both LVFR and AMR units transported patients, and that is the reason that sum of EMS transport calls by LVFR and by AMR is not equal to the combined total.

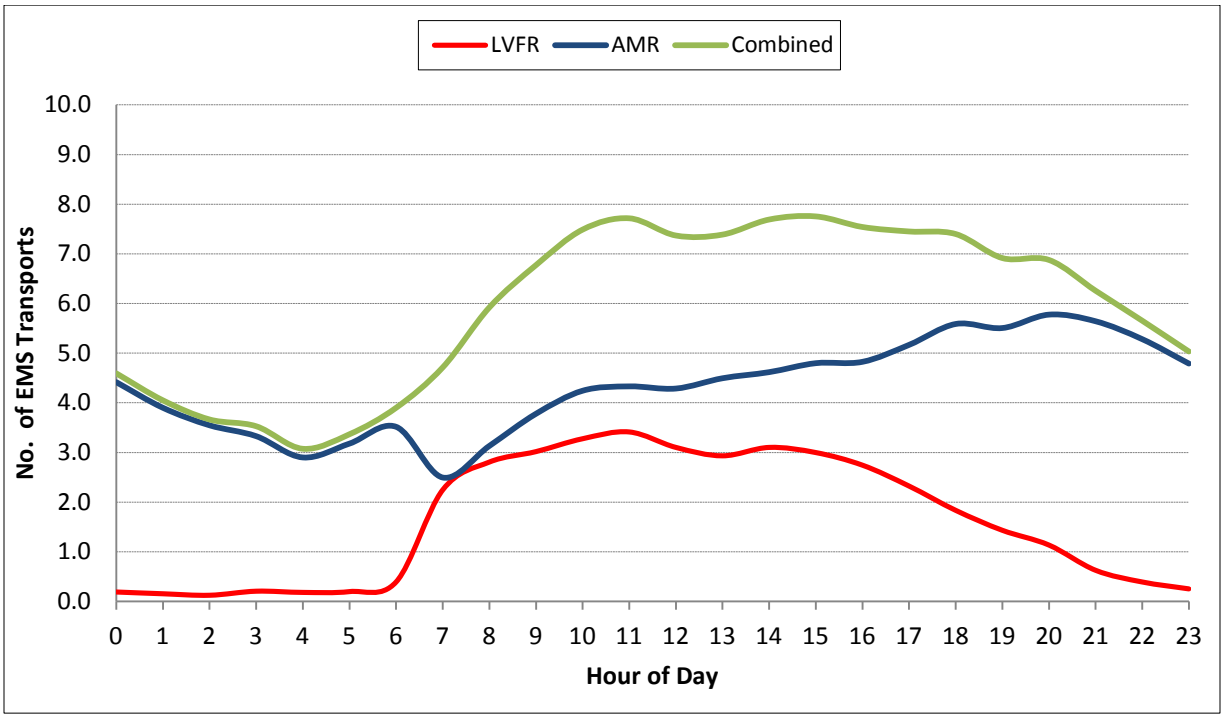
Observations:

- A total of 14,295 EMS calls to which LVFR units responded involved transporting patients. On average, LVFR responded to 39.1 EMS calls per day which involved transporting patients.
- A total of 37,892 EMS calls to which AMR units responded involved transporting patients. On average, AMR responded to 103.5 EMS calls per day which involved transporting patients.
- The total demand for EMS transports was 52,013, or an average of 142.1 calls per day.
-

TABLE 60: Number of EMS Transport Calls, by Hour of Day and Agency

Hour	LVFR	AMR	Combined
0	0.2	4.4	4.6
1	0.2	3.9	4.0
2	0.1	3.5	3.7
3	0.2	3.3	3.5
4	0.2	2.9	3.1
5	0.2	3.2	3.4
6	0.4	3.5	3.9
7	2.2	2.5	4.7
8	2.8	3.1	5.9
9	3.0	3.8	6.8
10	3.3	4.2	7.5
11	3.4	4.3	7.7
12	3.1	4.3	7.4
13	2.9	4.5	7.4
14	3.1	4.6	7.7
15	3.0	4.8	7.8
16	2.7	4.8	7.5
17	2.3	5.2	7.5
18	1.8	5.6	7.4
19	1.4	5.5	6.9
20	1.1	5.8	6.9
21	0.6	5.6	6.3
22	0.4	5.3	5.7
23	0.3	4.8	5.0
Total	39.1	103.5	142.1

FIGURE 54: Number of EMS Transport Calls, by Hour of Day and Agency



Observations:

- For LVFR, hourly EMS transport calls were the highest between 7:00 a.m. and 6:00 p.m., averaging between 2.2 and 3.4 calls per hour.
- For LVFR, hourly EMS transport calls were the lowest between 9:00 p.m. and 7:00 a.m., averaging between 0.1 and 0.6 calls per hour.
- For AMR, hourly EMS transport calls were the highest between 5:00 p.m. and 11:00 p.m., averaging between 5.2 and 5.8 calls per hour.

TABLE 61: Distribution of Number of Shifts with Number of Transports in a 24-Hour Shift by LVFR Unit

Unit	Number of Shifts with				Total Number of Transports	Number of Transports per Day
	1 Transport	2 Transports	3 Transports	4+ Transports		
R43	39	77	106	108	996	2.7
R42	35	89	117	92	975	2.7
R301	45	76	125	85	950	2.6
R3	42	97	135	54	929	2.5
R201	38	81	126	78	913	2.5
R10	52	62	118	86	911	2.5
R1	37	89	119	79	904	2.5
R44	51	77	121	72	880	2.4
R8	48	85	106	89	870	2.4
R9	54	99	111	63	847	2.3
R4	63	115	109	36	772	2.1
R204	71	113	101	32	734	2.0
R5	77	97	86	41	704	1.9
R2	85	111	70	37	676	1.8
R6	90	99	76	22	612	1.7
R48	113	91	42	15	483	1.3
R45	121	77	54	10	479	1.3
R7	115	93	36	13	461	1.3
R41	119	44	13	0	246	0.7
R47	142	40	3	1	235	0.6
Total					**14,577**	39.8

Note: Each shift is from 07:30 a.m. to next day 07:30 a.m. This analysis measures the transport trips of rescue units. Cases where multiple rescue units transported patients in the same incident were counted multiple times.

Observations:

- Unit R43 made more than four transports in 108 shifts, which is the highest of all units, followed by units R42 and R8. Unit R43 also had the most transports in the study year, averaging 2.7 transports per day.

Appendix I.

Call and Workload Analysis of Automatic Aid to Which LVFR Responded

Call Type	Clark County			North Las Vegas			Other		
	Number of Calls	Number of Runs	Annual Deployed Hours	Number of Calls	Number of Runs	Annual Deployed Hours	Number of Calls	Number of Runs	Annual Deployed Hours
Cardiac and stroke	657	790	399	244	299	109	4	6	2
Seizure and unconsciousness	432	464	213	236	309	102	1	1	0
Difficulty breathing	474	510	234	188	232	77	0	0	0
Overdose and psychiatric	518	543	217	134	145	51	1	2	0
MVA	958	1,413	510	242	384	137	9	15	7
Fall and injury	959	1,053	427	406	480	140	4	6	5
Illness and other	1,450	1,568	620	427	492	150	3	3	1
EMS Total	**5,448**	**6,341**	**2,621**	**1,877**	**2,341**	**766**	**22**	**33**	**15**
Structure fire	751	1,676	610	242	734	221	3	4	2
Outside fire	159	210	52	68	102	30	0	0	0
Hazard	201	463	320	75	155	61	8	24	50
Alarm	132	137	25	50	50	10	0	0	0
Public service	280	311	100	58	111	28	1	1	2
Investigation	91	125	53	19	21	3	0	0	0
Fire Total	**1,614**	**2,922**	**1,161**	**512**	**1,173**	**353**	**12**	**29**	**54**
Total	**7,062**	**9,263**	**3,782**	**2,389**	**3,514**	**1,119**	**34**	**62**	**68**

Observations:

- LVFR units spent 3,782 hours for calls in Clark County.
- LVFR units spent 1,119 hours for calls in North Las Vegas.
- LVFR units spent 68 hours for automatic aid calls outside Clark County and North Las Vegas.

Appendix II

Calls and Workload Analysis of Automatic Aid Into Las Vegas

Call Type	Clark County			North Las Vegas			Other		
	Number of Calls	Number of Runs	Annual Deployed Hours	Number of Calls	Number of Runs	Annual Deployed Hours	Number of Calls	Number of Runs	Annual Deployed Hours
Cardiac and stroke	1,049	1,276	449	421	508	207	0	0	0
Seizure and unconsciousness	690	749	248	277	315	124	2	6	3
Difficulty breathing	776	820	287	315	351	134	2	5	5
Overdose and psychiatric	665	720	229	286	300	100	1	1	0
MVA	865	1,069	263	196	260	96	5	13	8
Fall and injury	1,476	1,620	513	604	659	241	28	68	53
Illness and other	2,340	2,532	775	891	949	324	3	6	3
EMS Total	**7,861**	**8,786**	**2,765**	**2,990**	**3,342**	**1,225**	**41**	**99**	**72**
Structure fire	328	914	324	295	473	190	6	6	3
Outside fire	214	257	67	75	81	27	4	6	8
Hazard	91	196	39	49	81	24	0	0	0
Alarm	90	103	25	36	42	9	0	0	0
Public service	120	123	24	85	89	23	1	1	7
Investigation	286	316	86	114	116	37	1	1	0
Fire Total	**1,129**	**1,909**	**565**	**654**	**882**	**311**	**12**	**14**	**19**
Total	**8,990**	**10,695**	**3,330**	**3,644**	**4,224**	**1,536**	**53**	**113**	**91**

Observations:

- Clark County fire department units spent 3,330 hours for calls in Las Vegas
- North Las Vegas fire department units spent 1,536 hours for calls in Las Vegas.

Appendix III

Workload Analysis for Administrative Units

Unit Description	Unit	Number of Runs	Annual Deployed Hours
Administrator	114	1	1.4
	602	2	3.0
	613	2	0.4
	614	2	0.9
	617	1	0.1
	640	1	0.1
	CP1	3	1.8
Chief	101	3	6.8
Deputy Chief	102	8	7.1
	103	2	4.9
Public Information Officer	PIO1	111	119.5
EMS Field Coordinator	EMS1	562	193.3
Total		**698**	**339.3**

Appendix IV

Correspondence between Call Description, Call Type, and Response Type

Call Type	Call Description	Response Type
Cardiac and Stroke	10A-Chest Pain	No Lights and Sirens
Cardiac and Stroke	10C-Chest Pain	Lights and Sirens
Cardiac and Stroke	10D-Chest Pain	Lights and Sirens
Cardiac and Stroke	19A-Heart Problems	No Lights and Sirens
Cardiac and Stroke	19B-Heart Problems	Lights and Sirens
Cardiac and Stroke	19C-Heart Problems	Lights and Sirens
Cardiac and Stroke	19D-Heart Problems	Lights and Sirens
Cardiac and Stroke	28A-Stroke (CVA)	No Lights and Sirens
Cardiac and Stroke	28B-Stroke (CVA)	Lights and Sirens
Cardiac and Stroke	28C-Stroke (CVA)	Lights and Sirens
Cardiac and Stroke	9D-Cardiac/Respiratory Arrest	Lights and Sirens
Seizure and Unconsciousness	12A-Convulsions/Seizures	No Lights and Sirens
Seizure and Unconsciousness	12B-Convulsions/Seizures	Lights and Sirens
Seizure and Unconsciousness	12C-Convulsions/Seizures	Lights and Sirens
Seizure and Unconsciousness	12D-Convulsions/Seizure	Lights and Sirens
Seizure and Unconsciousness	31A-UnconFainting (Non-trauma)	No Lights and Sirens
Seizure and Unconsciousness	31C-UnconsciousFaint(Non-trauma	Lights and Sirens
Seizure and Unconsciousness	31D-UnconsciousFaint(Non-trauma)	Lights and Sirens
Difficulty Breathing	6C-Breathing Problems	Lights and Sirens
Difficulty Breathing	6D-Breathing Problems	Lights and Sirens
Difficulty Breathing	8B-C O/Inhalation/HazMat	Lights and Sirens
Difficulty Breathing	8C-C O/Inhalation	Lights and Sirens
Difficulty Breathing	8D-C O/Inhalation	Lights and Sirens
Overdose and Psychiatric	23A-Overdose/Ingest Poison	No Lights and Sirens
Overdose and Psychiatric	23B-Overdose/Ingest/Poisoning	Lights and Sirens
Overdose and Psychiatric	23C-Overdose/Ingestion/Poison	Lights and Sirens
Overdose and Psychiatric	23D-Overdose/Ingestion/Poison	Lights and Sirens
Overdose and Psychiatric	25A-Psychiatric/Suicide Attempt	No Lights and Sirens
Overdose and Psychiatric	25B-Psychiatric/Suicide	Lights and Sirens
Overdose and Psychiatric	25C-Psychiatric/Suicide Attempt	Lights and Sirens
Overdose and Psychiatric	25D-Psychiatric/Suicide Attempt	Lights and Sirens
MVA	29A-Traffic Accident	No Lights and Sirens
MVA	29B-Traffic Accident	Lights and Sirens
MVA	29D-Traffic Accident	Lights and Sirens
Fall and Injury	15C-Electrocution	Lights and Sirens
Fall and Injury	15D-Electrocution	Lights and Sirens
Fall and Injury	16B-Eye Problems/Injuries	Lights and Sirens
Fall and Injury	16D-Eye Problems/Injuries	Lights and Sirens

Call Type	Call Description	Response Type
Fall and Injury	17A-Falls/Back Injury (Trauma)	No Lights and Sirens
Fall and Injury	17B-Falls/Back Injury (Trauma)	Lights and Sirens
Fall and Injury	17D-Falls/Back Injury (Trauma)	Lights and Sirens
Fall and Injury	21A-Hemorrhage/Lacerations	No Lights and Sirens
Fall and Injury	21B-Hemorrhage/Lacerations	Lights and Sirens
Fall and Injury	21C-Hemorrhage/Lacerations	Lights and Sirens
Fall and Injury	21D-Hemorrhage/Lacerations	Lights and Sirens
Fall and Injury	22D-Industrial/Machinery Accident	Lights and Sirens
Fall and Injury	27A-Stab/Gunshot Wound	No Lights and Sirens
Fall and Injury	27B-Stab/Gunshot Wound	Lights and Sirens
Fall and Injury	27D-Stab/Gunshot Wound	Lights and Sirens
Fall and Injury	30A-Traumatic Injuries	No Lights and Sirens
Fall and Injury	30B-Traumatic Injuries	Lights and Sirens
Fall and Injury	30D-Traumatic Injuries	Lights and Sirens
Fall and Injury	4A-Assault/Rape	No Lights and Sirens
Fall and Injury	4B-Assault/Rape	Lights and Sirens
Fall and Injury	4D-Assault/Rape	Lights and Sirens
Fall and Injury	5A-Back Pain (Non-Trauma)	No Lights and Sirens
Fall and Injury	5C-Back Pain (Non-Trauma)	Lights and Sirens
Fall and Injury	5D-Back Pain (Non-Trauma)	Lights and Sirens
Fall and Injury	7A-Burns/Explosions	No Lights and Sirens
Fall and Injury	7B-Burns/Explosions	Lights and Sirens
Fall and Injury	7C-Burns/Explosion	Lights and Sirens
Fall and Injury	7D-Burns/Explosion	Lights and Sirens
Illness and Other	11A-Choking	No Lights and Sirens
Illness and Other	11D-Choking	Lights and Sirens
Illness and Other	13A-Diabetic Problems	No Lights and Sirens
Illness and Other	13C-Diabetic Problems	Lights and Sirens
Illness and Other	13D-Diabetic Problems	Lights and Sirens
Illness and Other	14A-Drowning/Diving Accident	No Lights and Sirens
Illness and Other	14B-Drowning/Diving Accident	Lights and Sirens
Illness and Other	14C-Drowning/Diving Accident	Lights and Sirens
Illness and Other	14D-Drowning/Diving Accident	Lights and Sirens
Illness and Other	16A-Eye Problems/Injuries	No Lights and Sirens
Illness and Other	18A-Headache	No Lights and Sirens
Illness and Other	18B-Headache	Lights and Sirens
Illness and Other	18C-Headache	Lights and Sirens
Illness and Other	1A-Abdominal Pain	No Lights and Sirens
Illness and Other	1C-Abdominal Pain	Lights and Sirens
Illness and Other	1D-Abdominal Pain	Lights and Sirens
Illness and Other	20A-Heat/Cold Exposure	No Lights and Sirens
Illness and Other	20B-Heat/Cold Exposures	Lights and Sirens
Illness and Other	20C-Heat/Cold Exposure	Lights and Sirens
Illness and Other	20D-Heat/Cold Exposure	Lights and Sirens
Illness and Other	24A-Pregnancy/Birth/Miscarriage	No Lights and Sirens

Call Type	Call Description	Response Type
Illness and Other	24B-Pregnancy/Birth/Miscarriage	Lights and Sirens
Illness and Other	24C-Pregnancy/Birth/Miscarriage	Lights and Sirens
Illness and Other	24D-Pregnancy/Birth/Miscarriage	Lights and Sirens
Illness and Other	26A-Sick Person(Specific Diag)	No Lights and Sirens
Illness and Other	26B-Sick Person(Specific Diag)	Lights and Sirens
Illness and Other	26C-SickPerson (Specific Diag)	Lights and Sirens
Illness and Other	26D-Sick Person(Specific Diag)	Lights and Sirens
Illness and Other	2A-Allergy/Hive/Sting/Med Rxn	No Lights and Sirens
Illness and Other	2B-Allergy/Hive/Sting/Med Rxn	Lights and Sirens
Illness and Other	2C-Allergy/Hive/Sting/Med Rxn	Lights and Sirens
Illness and Other	2D-Allergy/Hive/Sting/Med Rxn	Lights and Sirens
Illness and Other	32B-Unknown Problem	Lights and Sirens
Illness and Other	32D-Unknown Problem	Lights and Sirens
Illness and Other	3A-Animal Bites/Attacks	No Lights and Sirens
Illness and Other	3B-Animal Bites/Attacks	Lights and Sirens
Illness and Other	3D-Animal Bites/Attacks	Lights and Sirens
Illness and Other	9A-Obvious Death	No Lights and Sirens
Structure Fire	F3H-Building Fire	Lights and Sirens
Structure Fire	F3I-Building Fire	No Lights and Sirens
Structure Fire	F3L-Building Fire	Lights and Sirens
Structure Fire	F3M-Building Fire	Lights and Sirens
Structure Fire	F3S-Building Fire	Lights and Sirens
Outside Fire	F15I-Outside Fire	No Lights and Sirens
Outside Fire	F15L-Outside Fire	Lights and Sirens
Outside Fire	F15M-Outside Fire	Lights and Sirens
Outside Fire	F20-Vehicle Fire	Lights and Sirens
Outside Fire	F20H-Vehicle Fire	Lights and Sirens
Outside Fire	F20I-Vehicle Fire	No Lights and Sirens
Outside Fire	F20L-Vehicle Fire	Lights and Sirens
Outside Fire	F20M-Vehicle Fire	Lights and Sirens
Hazard	Bomb Call	Lights and Sirens
Hazard	Explosive Ordinance Disposal	Lights and Sirens
Hazard	F10H-Gas Leak/Odor (Natural/LP)	Lights and Sirens
Hazard	F10I-Gas Leak/Odor (Natural/LP)	No Lights and Sirens
Hazard	F10M-Gas Leak/Odor (Natural/LP)	Lights and Sirens
Hazard	F10S-Gas Leak/Odor (Natural/LP)	Lights and Sirens
Hazard	F11H-Hazmat	Lights and Sirens
Hazard	F11I-Hazmat	No Lights and Sirens
Hazard	F8I-Explosion/Post Blast	No Lights and Sirens
Hazard	F9H-Fuel Spill	Lights and Sirens
Hazard	F9L-Fuel Spill	Lights and Sirens
Hazard	Structure Collapse	Lights and Sirens
Alarm	F1I-Alarms	No Lights and Sirens
Alarm	F1L-Alarms	Lights and Sirens
Alarm	F1M-Alarms	Lights and Sirens

Call Type	Call Description	Response Type
Alarm	F1NR-Alarms	No Response
Alarm	TOA	No Lights and Sirens
Public Service	34-Assist Citizen	No Lights and Sirens
Public Service	48-Flooding Condition	No Lights and Sirens
Public Service	Child Locked in Car	No Lights and Sirens
Public Service	Elevator	No Lights and Sirens
Public Service	F16I-Flooding Conditions	No Lights and Sirens
Public Service	F16I-Hydrant Problem	No Lights and Sirens
Public Service	F16I-Ladder Request GT20 ft	No Lights and Sirens
Public Service	F16I-Ladder Request LT20 ft	No Lights and Sirens
Public Service	F16I-Lift Assist	No Lights and Sirens
Public Service	F16I-Lock in/Lock out	No Lights and Sirens
Public Service	F16I-Misc Assist (Engine)	No Lights and Sirens
Public Service	F16I-Misc Assist (Rescue)	No Lights and Sirens
Public Service	F16I-Police Standby	No Lights and Sirens
Public Service	F16L-Flooding Condition	Lights and Sirens
Public Service	F16L-Lock in/Lock out	Lights and Sirens
Public Service	F16NR-Hydrant Problem	No Response
Public Service	F5I-Electrical Problem	No Lights and Sirens
Public Service	F5L-Electrical Problem	Lights and Sirens
Public Service	Fire Drill	No Lights and Sirens
Public Service	Hydrant	No Lights and Sirens
Public Service	Mass Casualty Incident	No Lights and Sirens
Public Service	Public Assist	No Lights and Sirens
Public Service	Welfare Check	No Lights and Sirens
Investigation	F14I-Odor Investigation	No Lights and Sirens
Investigation	F14L-Odor Investigation	Lights and Sirens
Investigation	F17I-Smoke Invest Outside Only	No Lights and Sirens
Investigation	F17L-Smoke Invest Outside Only	Lights and Sirens

Note: Calls that are *not* in the city of Las Vegas are categorized as automatic aid calls. Then we use the above correspondence table for call type categorization.

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
Hearing and discussion for possible action regarding the complaint seeking disciplinary action against GOITOM H. HAILU, d/b/a E Z MARKET, NABIAIL NAGI DHALAI; and MAZEN HAMOU, 1109 Stewart Avenue, Las Vegas, Clark County, Nevada, for violations of the Las Vegas Municipal Code - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
GOITOM H. HAILU, d/b/a E Z MARKET, holds licenses C15-00155-3-001567, Convenience Store; C05-01752-I-001567, Tobacco; G01-01866-4-00157, Restricted Gaming; and L10-00153-4-001567, Beer/Wine/Cooler Off-Sale. Beginning on June 15, 2011, until about June 20, 2012, E Z Market was operated in an unlawful manner: representatives of E Z Market purchased and sold stolen property from the business premises, which conduct also constituted a public or chronic nuisance in violation of applicable laws. Hailu unlawfully permitted Dhalai and Hamou to operate E Z Market under an illegal lease without obtaining their own applicable business licenses. Respondents unlawfully encumbered the licenses for E Z Market, and unlawfully operated E Z Market without appropriate business, package liquor off-sale, and gaming licenses. Respondents also conspired and aided and abetted each other in the above.

RECOMMENDATION:
Revocation of Convenience Store License No. C15-00155-3-001567; Tobacco License No. C05-01752-I-001567; Restricted Gaming License No. G01-01866-4-00157; and Beer/Wine/Cooler Off-Sale License No. L10-00153-4-001567

BACKUP DOCUMENTATION:
1. Complaint for Disciplinary Action
2. Order Approving Complaint and Notice of Hearing

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.

GOITOM H. HAILU, d/b/a E Z MARKET; NABIAIL NAGI DHALAI; and MAZEN HAMOU,

Respondents.

2012 DEC -6 P 3:47
CITY CLERK

COMPLAINT FOR DISCIPLINARY ACTION

The DEPARTMENT OF PLANNING, on behalf of the CITY OF LAS VEGAS, NEVADA ("**Department**" or "**City**"), Petitioner, brings this Complaint for Disciplinary Action against GOITOM H. HAILU, d/b/a **E Z Market** (hereinafter "**Hailu**", **the "Owner"** or the **"Respondent**"), NABIAIL NAGI DHALAI (hereinafter "**Dhalai**", "**Key Employee**" or the **"Respondent**"), and MAZEN HAMOU (hereinafter "**Hamou,**" "**Tenant,**" or a "**Respondent**"), who conducted business in violation of the law on behalf of each and the other utilizing the business license previously granted to **Hailu** and doing business as **E Z Market**, 1109 Stewart Avenue, Las Vegas, Clark County, Nevada, 89101, Respondent (hereinafter "**E Z Market**", the "Business"), and states:

Respondent **Hailu/E Z Market** holds licenses C15-00155-3-001567, Convenience Store; C05-01752-I-001567, Tobacco; G01-01866-4-001567, Restricted Gaming with a limit of seven (7) slot machines; and L10-00153-4-001567, Beer/Wine/Cooler Off-Sale.

INTRODUCTION

1. **Goitom H. Hailu** is the sole owner **E Z Market**. **Nabiail Nagi Dhalai** ("**Dhalai**") was, at a point in time, listed as Manager/Key Employee of **E Z Market**. **Dhalai** and **Mazen**

Las Vegas City Attorney
495 S. Main St,, 6th Floor
Las Vegas, Nevada 89101

Hamou are or were both purported tenants of the premises and operators of **E Z Market** during the time period referred to herein.

2. Beginning on or about June 15, 2011, and continuing until on or about June 20, 2012, **E Z Market** was operated and continued to be operated in an unlawful manner, to wit: representatives of **E Z Market** purchased, acquired, possessed, and sold stolen property from the business premises of **E Z Market**, which conduct also constituted a public or chronic nuisance in violation of applicable State law and Las Vegas Municipal business licensing codes.

3. **Hailu** unlawfully entered into a lease agreement and permitted **Dhalai** and **Hamou** to operate **E Z Market** as purported leasehold tenants paying rent without **Dhalai** or **Hamou** obtaining a business license (LVMC 6.02.060(A)(1)), a package liquor off-sale license (LVMC 6.50.280), or a gaming license for the premises. As a result, **Hailu** unlawfully encumbered the licenses for **E Z Market** in violation of LVMC 6.50.500 and/or other applicable law, and **Dhalai** and **Hamou** unlawfully operated **E Z Market** without appropriate business, package liquor off-sale, or gaming licenses in violation of LVMC 6.02.330 and/or other applicable law.

SUMMARY OF ALLEGATIONS

4. On March 21, 2012, **E Z Market** owner **Hailu** came into the City of Las Vegas Business Licensing Services Department ("**BLS**") to change his mailing address with the City because unknown the City he had been leasing his store for the last three (3) months to **Dhalai** and **Hamou** and not operating it himself. When advised by a BLS technician that it was not permissible for him to lease his store because liquor and gaming licenses are not transferable and that a Metro suitability investigation and City approval was necessary, **Hailu** quickly altered the facts of his story and thereupon denied leasing the business. On or about the same day, BLS Officer Gransmick went to **E Z Market** and encountered **Dhalai** who immediately admitted that he had worked at the **E Z Market** since October 2011 and that **Hailu** was very rarely present.

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5. Beginning in or about June 21, 2011, the Las Vegas Metropolitan Police Department ("**Metro**") received credible and corroborated information that **E Z Market** engaged in a pattern of purchasing and possessing stolen liquor and cigarettes bearing stickers and/or security markers from Albertsons, Wal-Mart, and other local retail establishments.

6. Albertson's loss prevention department advised Metro that they had identified **E Z Market** as selling merchandise stolen from Albertson's, as confirmed by an Albertson's investigator who had previously gone to **E Z Market** and confirmed said fact. The investigator spoke to a man who identified himself as "**Hailu,**" the owner. The investigator asked **Hailu** why the shelves were so bare. **Hailu** stated he was running out of items to sell and asked if he knew anyone who had anything to sell. Hailu gave the investigator a piece of paper with **Hailu**'s name and phone number on it. The investigator left after noticing several DVDs bearing security stickers from Wal-Mart.

7. Law enforcement officials also received information that representatives of **E Z Market** acquired other items of stolen property and other merchandise from "boosters"[1] for the purpose of unlawful resale to the public.

8. Law enforcement officials also received information from Albertsons and other persons that from on or about July 2011 through March 2012, "boosters" were stealing products from Albertsons and other establishments and selling the products to local businesses at a discount, including the Respondents herein.

9. On or about March 2012, a Metro Intelligence Analyst advised a Metro Special Investigations Section Detective about reported criminal activity regarding sales of property stolen from Albertsons and then re-sold to the public by **E Z Market**. Some of the stolen items reported by Albertsons to Metro and continued to bear Albertsons security stickers on the items while on **E Z**

1. A "booster" is a street term for a person who steals property from one retail store and sells it at a reduced price to another retail store for resale to the unknowing public at an increased price.

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Market's shelves. The security stickers contained a phone number to call should the item be found on store shelves other than Albertsons.

10. On or about March 27, 2012, Metro sent an undercover officer to **E Z Market** to commence an undercover investigation. The undercover officer met **Dhalai** and they had a conversation about the officer providing stolen "product" to Dhalai. **Dhalai** expressed willingness to the officer about such an arrangement and agreed to purchase stolen property.

11. On or about April 4, 2012, the same undercover officer returned to **E Z Market** and again encountered **Dhalai** working there. Dhalai told the undercover officer that he was still waiting for his shipment of alcohol to arrive. The officer responded to Dhalai that the officer could get some "product" if **Dhalai** was interested, and **Dhalai** responded that he was interested in buying "product," especially cigarettes. The officer asked if **Dhalai** wanted whole cartons, and **Dhalai** acknowledged that he would buy whatever stolen product the officer could provide.

12. On April 16, 2012, **Dhalai** submitted his application to the BLS for suitability as a key employee for **E Z Market**. On that same day, the undercover officer returned to **E Z Market**, told **Dhalai** that he had some items for sale as they had previously discussed (specifically liquor and cigarettes), and **Dhalai** purchased two (2) cartons of Marlboro Red Hardpack cigarettes from the officer from the back seat of the officer's car. **Dhalai** paid the officer $20.00 per carton for the cigarettes when they returned back inside **E Z Market**. The liquor and cigarettes were provided by Smith's Food and Drug Stores ("**Smith's**") to Metro to assist with stolen property investigations. Smith's sells the cigarettes that **Dhalai** purchased from the officer at a retail price of $48.59 per carton (and purchased wholesale for $44.30 per carton).

13. The undercover officer also brought liquor to sell to **Dhalai** and likewise had it in the back seat of his car for **Dhalai** to purchase. 19 of the 26 bottles of liquor retained anti-theft security caps from Smiths, which caps are always removed by Smith's employees with a special key upon legitimate purchase by customers and retained by Smiths for re-use on other bottles.

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14. **Dhalai** initially stated that he did not want to buy the liquor but he knew someone at 1935 Fremont Street who would be interested and told the officer to ask for "Mike". After leaving **E Z Market** the officer went to the business premises at 1935 Fremont Street, a store named "M R Beauty Supply & 99 Cent Store." When the officer arrived an employee handed the officer a phone and said "Nate" (**Dhalai**) was on the phone. **Dhalai** told the officer that he changed his mind and was interested in buying the stolen liquor. The officer returned to **E Z Market** with the purportedly stolen liquor bottles in the back of his car and **Dhalai** purchased from the officer 26 bottles of said liquor for $250.00 with cash from the **E Z Market** cash register. The bottles of liquor would have totaled a legitimate retail cost of $904.74 (14 bottles of Grey Goose Vodka for $10.00—actual legitimate retail value $36.49 per bottle with a wholesale value of $25.53; 8 bottles of Ciroc Vodka for $10.00 a bottle—actual legitimate retail value $36.99 per bottle with a wholesale value of $25.83, and 4 bottles Jack Daniel's Whiskey for $7.50 a bottle—actual legitimate retail value $24.49 per bottle with a wholesale value of $15.90). **Dhalai** used a cart to load and transport the liquor from the officer's car into the front of the **E Z Market** and then behind the counter. **Dhalai** told the officer that if he could obtain more liquor in the future, **Dhalai** would purchase it and asked the officer to come by anytime he had something to sell.

15. On April 16, 2012, the Metro Detective met with **Dhalai** to conduct the key employee suitability investigation pursuant for **E Z Market**. **Dhalai** was unaware that the Detective was investigating E Z Market for stolen property purchases and sales. **Dhalai** told the Detective that **Dhalai** did all the ordering and stocking of product for **E Z Market**. And, reputable suppliers would make deliveries from a branded truck or van with a uniformed delivery driver, not from the back of a car. Therefore, **Dhalai** would have knowledge of what a carton of cigarettes would cost from a reputable and legal source, and would know if suppliers are reputable and legitimate. In a subsequent conversation, **Dhalai** also told the Detective that **Dhalai** used to work

. . . .

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for a cigarette distributor. As a result, **Dhalai** would have further knowledge of what a carton of cigarettes would cost from a reputable and legal source.

16. On April 25, 2012, at the **E Z Market, Dhalai** purchased fifteen (15) cartons of cigarettes, four (4) bottles of Hennessey Cognac, and three (3) bottles of Ciroc Vodka from the undercover Metro officer and placed them behind the **E Z Market** counter. **Dhalai** paid the officer $360 cash for the purportedly stolen property ($20 per carton for the cigarettes and $10 per bottle for the liquor). **Dhalai** asked the officer how he obtained so many cartons of cigarettes, and the officer, in keeping with his role as a "booster," responded that he stole the cigarettes from retail stores while the store employees took breaks and left the cigarettes unattended in carts used to stock the store. **Dhalai** and the officer then discussed store security measures. **Dhalai** suggested to the undercover officer that the officer not return to the same store twice because security cameras may be in use. They concluded their conversation with **Dhalai** asking the officer to provide more cigarettes.

17. On May 3, 2012, at the **E Z Market, Dhalai** purchased two (2) cases of Ciroc Vodka and two (2) cases of Grey Goose Vodka from the undercover Metro officer for $400.00 cash, and **Dhalai** moved the alcohol into **E Z Market**.

18. On May 7, 2012, a different undercover Metro officer, who posed as a customer, purchased two (2) packages of cigarettes at **E Z Market**, which cigarettes were later identified as being part of the same cigarettes that the original undercover Metro officer previously sold to **E Z Market** on April 25, 2012. **Dhalai** was the person at **E Z Market** who assisted the second undercover officer. An UV light was used to identify the packages as having come from the undercover sale.

19. On June 21, 2012, Metro served **E Z Market** with a search warrant, LVMPD Event Number 120416-1570 (See **Exhibit "1"** attached hereto and incorporated herein by this referenced as if set forth in full). BLS Compliance Officers also accompanied Metro. The following hard

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liquor (distilled spirits) items were found (See **Exhibit "2"** attached hereto and incorporated herein by this referenced as if set forth in full): six (6) bottles Grey Goose Vodka, two (2) bottles Sobieski Vodka, one (1) bottle Macarena Tequila, one (1) bottle Skyy Vodka and two (2) bottles Silver Patron Tequila. The six bottles of Grey Goose Vodka were identified as purchased from the undercover Metro officer who sold it to the store. Other grocery store items were located within the store bearing the mark of other retailers such as Albertson's, CVS, and Kroger (See **Exhibit "2"**).

20. Also found inside was a vault containing a commercial lease agreement and handwritten receipt dated 9-25-11 (See **Exhibit "3"** attached hereto and incorporated herein by this referenced as if set forth in full). The handwritten receipt was for a down payment deposit for $2,000.00 that was received from **Dhalai** and **Hamou** for the previous purchase of the business **E Z Market** from **Hailu** for $16,200. All parties signed the receipt. The Nevada Commercial Lease Agreement was between **Hailu** as landlord, and **Dhalai** and **Hamou** as tenants, for the premises rental and business lease of **E Z Market** located at 1109 Stewart Avenue. The commercial lease agreement was signed and executed September 26, 2011, and effective November 1, 2011. These documents indicate that **Hailu** had likely sold the business to **Dhalai** and **Hamou**.

CAUSES OF ACTION

COUNT ONE
(Unlawful Operation of a Business; Conspiracy; and Aiding and Abetting)

21. Paragraphs 1 through 20 above are hereby realleged herein and made a part hereof by this reference as if set forth in full.

22. It is alleged that between on or about June 15, 2011, and up to and including on or about June 20, 2012, **Hailu**, **Dhalai**, and **Hamou** conspired with one another and aided and abetted each other to operate a business (**E Z Market**) which constituted a public or chronic nuisance and which has been conducted in an unlawful, illegal, willful, and impermissible manner, to wit:

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representatives of **Hailu** and/or **E Z Market** repeatedly and knowingly purchased stolen property, including without limitation, cigarettes and alcohol, and then sold said stolen property to the public all from the business premises of **E Z Market** in violation of LVMC § 6.02.330(H), the Nevada Revised Statutes, and applicable law.

23. It is also alleged during the time period set forth above, **Hailu**, **Dhalai**, and **Hamou** caused, allowed, promoted, fostered, aided, enabled, exercised deliberate ignorance towards, or failed to abate a public or chronic nuisance by creating and permitting an environment in which illegal activity willfully occurred, to include representatives of **Hailu** and/or **E Z Market** repeatedly purchasing stolen property, including without limitation cigarettes and alcohol, and then selling said stolen property to the public all from the business premises of **E Z Market** all in violation of LVMC § 6.02.330(H), the Nevada Revised Statutes, and applicable law.

COUNT TWO
(Wrongful Encumbrance of a Liquor License and Operation of E Z Market Without Required Licenses; Conspiracy; and Aiding and Abetting)

24. Paragraphs 1 through 23 above are hereby realleged herein and made a part hereof by this reference as if set forth in full.

25. It is alleged that between on or about June 15, 2011, and up to and including on or about June 20, 2012, **Hailu** wrongfully encumbered his liquor license for the **E Z Market** by means of a lease, sale, and/or other manner of alienation of ownership of **E Z Market** by **Dhalai** and **Hamou**; and **Hailu**, **Dhalai**, and **Hamou** conspired and aided and abetted one another in said unlawful activity, to wit: entering into a commercial lease agreement, exchange of cash deposits and other payments, and executing a handwritten receipt by and between **Dhalai** and **Hamou** dated 9-25-11 (See **Exhibit "3"**).

26. **Dhalai** and **Hamou** leased and/or purchased the business and/or premises of **E Z Market**, all in violation of LVMC § 6.50.500, and did so operate the business as their own without support in law or statute.

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SUBSTANTIVE LAW

LVMC § 6.02.330 provides in pertinent part [Unlawful Business Activity]:

> The licensee may be subject to disciplinary action by the City Council for good cause, which may, without limitation, include:
>
> . . .
>
> (A) The licensee or any of its principals is engaged, or has commenced, instituted, advertised, aided, carried on, continued or engaged, in a business, trade or profession without having obtained a valid license, an approval for suitability, a permit or a work card when such a person knew that one was required or under such circumstances that they reasonably should have known one was required, or has solicited, encouraged, caused or procured another to do so;
>
> . . .
>
> (H) **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; or
>
> (I) 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.

LVMC § 6.02.060 - Business license required.

> (A) It is unlawful for any person to:
>
> (1) Commence, institute, advertise, aid, carry on, engage in or continue in the City any business without a valid unexpired license issued pursuant to this Code;
>
> (2) Cause, encourage, allow or permit another, on that person's behalf, to commence, institute, advertise, aid, carry on, engage in or continue in the City any business without a valid unexpired license issued pursuant to this Code; or
>
> (3) Commence, institute, advertise, aid, conduct, manage or carry on, either permanently or temporarily, any business of any other person if the person who commences, institutes, advertises, aids, conducts, manages or carries on such business knows or should know that such other person is not licensed under this Title to commence, institute, advertise, aid, conduct, manage or carry on such business.

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(B) Each day or portion thereof in which a violation of any provision of Subsection (A) of this Section is committed, continued or permitted constitutes a separate offense.

LVMC § 6.50.500 provides the following concerning encumbrances to a **liquor license**:

> It is unlawful for any person to encumber any license by means of a lease, pledge, mortgage, deed of trust, security interest or other manner of alienation; provided, however, that this prohibition shall not apply to a transfer or encumbrance of a person's interest in the licensee pursuant to the prior approval of the City Council, if such approval is otherwise required by this Chapter.

LVMC § 6.02.350 provides [Acts and Omissions]:

> **A licensee under this Chapter shall be subject to disciplinary action** not only for acts or omissions done by such licensee but also for acts and omissions done by the principals, managers, agents, representatives, servants or employees of such licensee. [Emphasis added.]

STANDARD OF EVIDENCE

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. [Emphasis added.]

PENALTY

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

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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. [Emphasis added.]

LVMC § 6.05.010 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.

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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 Respondents shall appear and show cause why the licenses that are 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 20th day of November, 2012.

RESPECTFULLY SUBMITTED:

By: _____
FLINN FAGG, Director
Department of Planning

DATED this 20th day of November, 2012.

BRADFORD R. JERBIC
City Attorney

By: _____
DAVID E. BAILEY
Deputy City Attorney
Nevada Bar No. 8955
495 S. Main Street, Sixth Floor
Las Vegas, NV 89101

Las Vegas City Attorney
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Las Vegas, Nevada 89101

EXHIBIT 1

APPLICATION AND AFFIDAVIT FOR SEARCH WARRANT

Event #: 120416-1570

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

NABIAIL NAGI DHALAI
ID#: 1619601
DOB: 01-25-1976 SS#: 102-72-7594

William Schoen, P# 4798, being first duly sworn, deposes and says that he is the affiant herein and is a Detective with the Las Vegas Metropolitan Police Department (LVMPD) presently assigned to the Special Investigations Section. That he has been employed with the LVMPD for the past 17 years and has been assigned to the Special Investigations Section for the past 10 years.

There is probable cause to believe that certain property hereinafter described will be found at the following described premises, to-wit: **a business called E Z Market, located at 1109 E. Stewart Avenue, Las Vegas, Nevada, 89101. E Z Market is located on the North side of Stewart just East of North 11th Street. There are a few apartment units located on the same parcel and directly to the West of the building which houses E Z Market. The E Z Market building is a two story building, however the business itself and premise sought to be searched is located only on the first floor. The front of the building faces South. Situated above the market are 3 apartment units. The bottom floor which houses the market is painted light blue and the top half of the building which houses the 3 apartments is painted white. In front of E Z Market are 4 vertical support pillars which are positioned equidistant along the**

southern face of the business and are painted a deep turquoise blue color. The front of the market (on the bottom floor) is lined with 3 sets of windows and one glass door, all lined with light colored metal security bars. On the East side of the building near the top, there is a painted sign on the building which reads, "E-Z MARKET" in red lettering. On the South side of the building toward the top, the numbers "1109" are painted on the building in black letters to indicate the street address.

The property referred to and sought to be seized consists of the following:

1. Marked packs of Marlboro Red Hardpack cigarettes, whether contained in their cigarette cartons or as individual packs of cigarettes.

a.

2. Marked packs of Marlboro Red Softpack cigarettes, whether contained in their cigarette cartons or as individual packs of cigarettes.

3. Marked packs of Marlboro Menthol cigarettes, whether contained in their cigarette cartons or as individual packs of cigarettes.

4. Marked packs of Newport cigarettes, whether contained in their cigarette cartons or as individual packs of cigarettes.

5. Marked packs of Kool cigarettes, whether contained in their cigarette cartons or as individual packs of cigarettes.

6. Marked 750 ml bottles of Grey Goose Vodka. Some of these bottles may be packaged or stored in the form of 2 cases (12 bottles to a case).

7. Marked 750 ml bottles of Ciroc Vodka. Some of these bottles may be packaged or stored in the form of 2 cases (6 bottles to a case).

8. **Marked 750 ml bottles of Jack Daniels Whiskey.**

9. **Marked 750 ml bottles of Hennessey Cognac.**

10. **Large sums of U.S. Currency, as evidence of the crimes listed herein.**

11. **Any product or merchandise which bears any evidence of security labels, stickers, anti-theft devices, etc. which tend to show that said product was illegally obtained from another retail outlet other than E Z Market.**

12. **Any merchandise in the business, which through means of an audit by the City of Las Vegas, cannot be verified was obtained legally.**

and articles of personal property which would tend to establish the identity of persons in control of said premises, which items of property would consist in part of and include, but not limited to papers, documents and effects which tend to show possession, dominion and control over said premises, including but not limited to keys, canceled mail envelopes, rental agreements and receipts, utility and telephone bills, prescription bottles, vehicle registration, vehicle repairs and gas receipts. Items which tend to show evidence of motive and/or the identity of the perpetrator such as photographs and undeveloped film, insurance policies and letters, address and telephone records, diaries, governmental

notices, whether such items are written, typed or stored on computer disc. Objects which bear a person's name, phone number or address.

The property hereinbefore described constitutes evidence which tends to demonstrate that the criminal offense of **Attempt Possession of Stolen Property – NRS 205.275 (3 Felony Counts and 1 Misdemeanor Count)** has been committed.

In support of your affiant's assertion to constitute the existence of probable cause, the following facts are offered:

In March of 2012, LVMPD Detective W. Schoen was advised by LVMPD Intelligence Analyst T. Howe of a potential criminal issue with a business licensed for alcohol sales and gaming in the City of Las Vegas. Det. Schoen is assigned to the LVMPD Special Investigations Section, which is tasked with investigating applicants and their sources of financing for various privileged business licenses, to include liquor and gaming. Additionally, Special Investigations Section Detectives investigate any criminality resulting from the operation of the aforementioned privileged licenses.

Analyst Howe advised Det. Schoen that an investigator with Albertsons loss prevention, Thomas Andersson, had identified a convenience store at 1109 Stewart Ave. that was selling what Andersson thought to be merchandise which was stolen from Albertsons. Analyst Howe advised that the investigator contacted LVMPD in June of 2011, but for reasons unknown, no action was taken.

In a subsequent statement obtained from Andersson on May 21st, 2012, Andersson stated the following to Det. Schoen:

On 06-15-2011, Andersson received an email from Ana Hernandez, a loss prevention specialist from another Albertsons store. The email stated that a customer had called Hernandez and complained that E Z Market on Stewart and 11th St. had items for sale in the store with Albertsons security stickers on them. (Security stickers are commonly used by retailers on high-loss items. These stickers identify the retailer from which the product originated and sometimes lists a phone number to call if the items are seen for sale in any location other than the one listed on the sticker) The customer had also stated that he/she purchased a 5 pack of Gillette razors from E Z Market for $3.29 and that the package contained an Albertsons security sticker on it. Albertsons sells that item for $15.29, so the substantially marked down price leads a reasonable person to believe that the item may be stolen, especially given the fact that it had an Albertsons security sticker on it.

Then on 06-17-2011, Andersson entered the E Z market located at 1109 Stewart Ave. Las Vegas, NV, and made contact with a black male adult behind the counter who was working in the store. The man behind the counter identified himself as the owner, "Hailu", and engaged in a conversation with Andersson. Andersson asked Hailu why the shelves were so bare and Hailu said that he was running out of items to sell. Hailu asked Andersson if he knew anyone who had anything to sell. Andersson replied that he might

know someone who had products for Hailu to sell and Hailu responded by giving Andersson a piece of paper with Hailu's name and phone number on it. While standing at the counter speaking with Hailu, Andersson said that he noticed several DVDs bearing security stickers from Walmart on them. Andersson then left the store.

On 03-21-2012, City of Las Vegas License Technician Bridget Babbington reported that the owner of record of E Z Market, Goitom Hailu, came into the City of Las Vegas Business Licensing Department to change his mailing address with the City. Hailu said that he has not been receiving his business licensing bills with the City because he hasn't been operating the store (E Z Market). Hailu reported to Babbington that he is leasing his store to another individual and has been doing so for the past 3 months. Babbington then advised Hailu that it was not permissible for him to lease his store out to anyone else because liquor and gaming licenses are not transferrable and that the other person would have to undergo a licensing suitability investigation by LVMPD and receive approval from the City of Las Vegas. Hailu quickly recanted his previous statement and told Babbington that she misunderstood him. Hailu said that he merely wanted to add an individual to his license as a "key employee", which is someone who can act in the place of the owner in his absence.

Later that same day on 03-21-2012, City of Las Vegas Business License Officer Lon Grasmick conducted an inspection of E Z Market in response to Hailu's admission that he was no longer operating E Z Market. While there, Grasmick encountered Nabiail Nagi

Dhalai, who identified himself by LVMPD Work Card, NV Driver License, Health Card and TAM Card, all bearing his picture on them. Grasmick questioned Dhalai about Hailu's involvement in the business and Dhalai said that Hailu rarely comes in because he has small children to attend to at home. Dhalai continued to say that Hailu will only come in if Dhalai needs time off from work. Dhalai said that he has worked at the E Z Market since October of 2011. Grasmick issued two Notices of Violation; One to Hailu and one to Dhalai. They were both based on Dhalai's failure to come forward for a suitability investigation for a key employee for E Z Market. Grasmick advised Dhalai that he had until April 4th, 2012 to submit an application with the City of Las Vegas for key employee at the business. Both Babbington and Grasmick's contact with Hailu and Dhalai were reported to Det. Schoen.

Det. Schoen enlisted the assistance of LVMPD Officer C. Hartfield, who was to pose as a "booster" to the owner of E Z Market and purport to have stolen products for sale. A "booster" is a common street term for a person who steals merchandise from retail stores and then sells them for profit to others, typically unscrupulous merchants who fence the stolen product as if the product was obtained through legitimate suppliers. Additionally, Det. Schoen enlisted the assistance of a cooperating local grocery store, Smith's, to donate liquor and cigarettes in an effort to introduce said merchandise to the owner or operator of E Z Market and purport the merchandise as being stolen.

On 04-04-2012 under LVMPD event # 120404-2147, Officer Hartfield was working in an

undercover capacity and made contact with a subject working at the E Z Market. Hartfield recognized the man as being Dhalai from a previous contact he had with him inside the E Z Market on 03-27-2012 under LVMPD event # 120327-4260 and also recognized him from a DMV photograph that Det. Schoen had provided him.

Dhalai greeted Hartfield and asked if he could help him. Hartfield replied that he was looking for something to drink and if the store had received any new shipment of alcohol. Dhalai replied that nothing new had arrived and that he was still waiting for his guy to come in, presumably meaning that his distributor hadn't made a delivery yet. Hartfield responded by telling Dhalai that he could get Dhalai some product and that he was "Trying to move some shit, man. If you interested". Dhalai said that he was interested, especially in cigarettes. Hartfield asked Dhalai what kind of cigarettes he needed and Dhalai said that he could use whatever Dhalai had in stock behind the store counter. Hartfield asked if Dhalai wanted whole cartons of cigarettes and Dhalai said that he would take whatever Hartfield could provide. Dhalai continued by saying that if he wasn't interested in buying the cigarettes that Hartfield obtained, Dhalai knew someone who would buy the cigarettes from Hartfield. As their conversation ended, Dhalai introduced himself as "Nate" and Hartfield exited the store.

On 04-16-2012, Dhalai submitted his application with the City of Las Vegas Business License Department for suitability as a key employee for E Z Market. That liquor and gaming suitability investigation was routed to Det. Schoen for investigation.

Later on 04-16-2012 and while in an undercover capacity, Officer Hartfield went to E Z Market at 1109 Stewart and made contact with Dhalai (LVMPD event # 120416-1570). Hartfield told Dhalai the he had some items for sale as they had previously discussed, specifically liquor and cigarettes. Interested in purchasing the items, Dhalai followed Hartfield to his car and observed the following in the back seat:

2 cartons of Marlboro Red Hardpack cigarettes (each containing 10 packs of cigarettes)
14 (750 ml) bottles of Grey Goose Vodka (12 of which were capped with anti-theft security caps)
8 (750 ml) bottles of Ciroc Vodka (4 of which were capped with anti-theft security caps)
4 (750 ml) bottles of Jack Daniels Whiskey (3 of which were capped with anti-theft security caps)

Dhalai told Hartfield that he was interested in the cigarettes, but not the liquor. Dhalai asked Hartfield how much he wanted to sell the cartons of cigarettes for and Hartfield replied $20.00 per carton. Dhalai agreed to purchase the 2 cartons for $20.00 each. Dhalai took the two cartons of cigarettes and the two then went back inside the store, Dhalai retrieved 2 twenty dollar bills from his pocket and handed them to Hartfield.

Dhalai advised Hartfield that he knew someone who would be interested in buying the liquor he had for sale and directed Hartfield to 1935 Fremont St. Dhalai told Hartfield to go to that location and ask for "Mike". Hartfield agreed and his attention was turned to a white female in the store who Dhalai introduced Hartfield to. The female verbally identified herself as "Missy".

Missy and Hartfield then carried out a conversation at the front counter of E Z Market in front of Dhalai and within his earshot. Missy told Hartfield that she was a "booster" and asked Hartfield if he had a ride and an ID. Hartfield asked Missy where she got her stuff from and she said that she obtained it from Lowes, Home Depot, Walmart and other stores.

Missy explained her technique of theft and recruiting others with identification to return the stolen items to the stores in exchange for a gift card from the store with credit on it. The gift cards were essentially fraudulent because the items returned for them were never paid for and were in fact stolen. Hartfield told Missy that he was busy but that they could speak later. Missy provided Hartfield with her telephone number and they parted ways. Hartfield then left that location. The encounter that Hartfield had with both Dhalai and Missy was recorded in both audio and video formats.

(A subsequent investigation revealed that Missy was in fact Melissa Hayges, ID#

2810233. Hayges was wanted for Petit Larceny out of LVMPD's jurisdiction and had priors out of both Las Vegas, Pennsylvania and Florida for numerous counts of petty theft, larceny and retail theft. Hayges was later arrested again for Petit Larceny in Las Vegas and eventually extradited to Pennsylvania for outstanding warrants for theft)

A reasonable person would believe that Dhalai had knowledge that the cigarettes which he purchased were stolen because:

1. The cigarettes were presented to Dhalai for sale out of the back seat of a car, not from a reputable distributor which Dhalai would typically deal with.

2. The cigarettes were comingled with bottles of liquor, some of which still contained anti-theft security caps on the necks of the bottles. These security caps lock on top of the liquor bottles and once engaged, a person cannot easily remove them. According to Smith's, the caps are always removed at the time of purchase by Smith's cashiers with a proprietary key which Smith's cashiers posses. The security caps are always retained for future use by Smith's and the keys for said caps are only available for purchase to businesses by the manufacturer of the caps.

3. Dhalai purchased the cartons of cigarettes far below market cost, for only $20.00 each, when in fact Smith's pays $44.30 per carton and resells them for $48.59 per carton. With the buying power of a large retail chain such as Smith's, it is extremely unlikely that a reputable person would sell those items to Dhalai for anything less than what Smith's could buy them for at their cost.

4. On 04-24-2012, Dhalai voluntarily met with Det. Schoen for Dhalai's key employee

suitability investigation which Det. Schoen was conducting. This interview process is a standard procedure that LVMPD carries out with almost every applicant who desires key employee status with the City of Las Vegas in conjunction with a Liquor and Gaming License. During that interview, Dhalai said that he did all of the ordering and stocking of product for E Z Market. In light of that, Dhalai would know what a carton of Marlboro Red Hardpack cigarettes would cost from a reputable and legal source and that a price of $20.00 a carton would indicate they were stolen. E Z Market does carry that brand of cigarette, according to what Hartfield observed while inside the store.

5. In a subsequent conversation with Hartfield on 04-25-2012, Dhalai told Hartfield that he used to work for a cigarette distributor. Again, based on that statement, Dhalai would know what a carton of Marlboro Red Hardpack cigarettes would cost from a reputable and legal source and that a price of $20.00 a carton would indicate they were stolen.

After leaving E Z Market, Officer Hartfield went to 1935 Fremont St. still in an undercover capacity. Upon his arrival, Hartfield followed Dhalai's instruction and asked for "Mike" Hartfield was told that Mike was not there and would not return for some time. An employee then handed Hartfield the telephone and told him that "Nate" (Dhalai) was on the phone.

When speaking with Hartfield, Dhalai said that he was still interested in buying the liquor that Hartfield had for sale if it was still available and offered to buy it for $10.00 a bottle. Hartfield agreed and returned to E Z Market (LVMPD event # 120416-3247). Upon his

arrival, Hartfield directed Dhalai outside to his car where the liquor was located. Too heavy to carry in, Dhalai retrieved a cart to load the liquor onto and took it to Hartfield's car. The liquor was loaded onto the cart and Dhalai himself rolled it into the front of E Z Market where Hartfield observed him place the cart behind the counter. Dhalai and Hartfield negotiated payment for the liquor until a price of $250.00 was mutually agreed upon (22 bottles at $10.00 each and 4 bottles at $7.50 each). Dhalai then paid Hartfield 12 twenty dollar bills and 1 ten dollar bill which Dhalai retrieved from the store's cash register.

After he paid Hartfield, Dhalai told Hartfield that if he (Hartfield) could get more product, he (Dhalai) could help him "move" it. Hartfield replied that he was tired of moving small amounts at a time and that he eventually hoped to deal in larger quantities. At that time, Dhalai told Hartfield that he had previously moved an entire truck of cigarettes. Hartfield gave Dhalai his telephone number and Dhalai advised Hartfield to come by anytime that Hartfield had anything to sell. Hartfield's encounter with Dhalai was recorded in both audio and video formats.

A reasonable person would believe that Dhalai had knowledge that the liquor which he purchased was stolen because:

1. The liquor was presented to Dhalai for sale out of the back seat of a car, not from a reputable distributor which Dhalai would typically deal with.

2. 19 out of the 26 liquor bottles sold still contained anti-theft security caps on the necks of the bottles. These security caps lock on top of the liquor bottles and once engaged, a

person cannot easily remove them. According to Smith's, the caps are always removed at the time of purchase by Smith's cashiers with a proprietary key which Smith's cashiers posses. The security caps are always retained for future use by Smith's and the keys for said caps are only available for purchase to businesses by the manufacturer of the caps.

3. Dhalai purchased the bottles of liquor far below market cost, for only $10.00 each, when in fact Smith's pays $25.53 per bottle of Grey Goose Vodka and resells them for $36.49 per bottle. He also purchased the bottles of Ciroc Vodka for $10.00 each, when in fact Smith's pays $25.83 per bottle and resells them for $36.99 per bottle. Dhalai also purchased the bottles of Jack Daniels Whiskey for $7.50 each, when in fact Smith's pays $15.90 per bottle and resells them for $24.49 per bottle. With the buying power of a large retail chain such as Smith's, it is extremely unlikely that a reputable person would sell those items to Dhalai for anything less than what Smith's could buy them for at their cost.

On 04-25-2012, and while in an undercover capacity, Officer Hartfield went to E Z Market at 1109 Stewart and made another contact with Dhalai (LVMPD event # 120425-0828). Dhalai greeted Hartfield and Hartfield told Dhali that he had more product for sale if Dhalai was interested. Dhalai followed Hartfield to Hartfield's car where he observed the following for sale:

3 cartons of Marlboro Red Hardpack cigarettes (each containing 10 packs of cigarettes)

5 cartons of Marlboro Red Softpack cigarettes (each containing 10 packs of cigarettes)

4 cartons of Marlboro Menthol cigarettes (each containing 10 packs of cigarettes)

2 cartons of Newport cigarettes (each containing 10 packs of cigarettes)

1 carton of Kool cigarettes (containing 10 packs of cigarettes)

4 (750 ml) bottles of Hennessey Cognac

3 (750 ml) bottles of Ciroc Vodka

Dhalai agreed to purchase the items and he and an unnamed employee carried the items from Hartfield's car into the business. After he and the employee placed all the items behind the counter, Dhalai began to negotiate with Hartfield about the price of the merchandise. Hartfield asked for $20.00 per carton of cigarettes, to which Dhalai agreed to. Dhalai also suggested that he pay Hartfield $10.00 per bottle of alcohol and Hartfield agreed to that. After a few moments of further negotiations, an overall price of $360 was agreed to by both parties. Dhalai then retrieved money from his pocket as well as from the store's cash register and gave the money to Hartfield.

Dhalai then asked Hartfield how he was able to get so many cigarettes, although he also said that it was okay if Hartfield didn't want to tell him. Hartfield said that he didn't mind telling him and continued by explaining that when employees of the stores he went into took breaks from stocking the shelves, sometimes they leave half-full shopping carts used to stock cigarettes unattended. Hartfield would then take the cart and just walk out of the

store with the merchandise. Dhalai and Hartfield then engaged in a lengthy conversation (along with a juvenile in the store) about security measures in stores. Dhalai even went as far as to suggest to Hartfield that he not return to the same store because cameras may be used to identify Hartfield. At the conclusion of the meeting, Hartfield asked Dhalai if there was anything he could get him in the future. Dhalai replied that he could always use cigarettes. Hartfield said goodbye and exited E Z Market. Hartfield's encounter with Dhalai was recorded in both audio and video formats.

On 05-03-2012, and while in an undercover capacity, Officer Hartfield went to E Z Market at 1109 Stewart and made another contact with Dhalai (LVMPD event # 120503-0887). Upon Hartfield's entry, Dhalai greeted Hartfield and immediately asked him what he had for sale. Hartfield said that he had a "new connect" and that he needed to move some alcohol. Hartfield told Dhalai that he could sell what he had for no less than $400.00 because he had to pay the "connect" and that Hartfield needed the money. Dhalai and Hartfield went out to Hartfield's car and Dhalai observed the following in the back seat:

2 cases of Ciroc Vodka, each containing 6 (750 ml) bottles, totaling 12 bottles

2 cases of Grey Goose Vodka, each containing 12 (750 ml) bottles, totaling 24 bottles

After a few minutes of negotiations (which included making a phone call to someone and speaking in a foreign language), Dhalai agreed to Hartfield's price of $400.00. Dhalai also advised Hartfield that the next time he came by, he could only pay Hartfield $10.00 per bottle. Hartfield agreed and said that as long as his "new connect" would continue to "hook him up", he would continue to "hook up" Dhalai. Dhalai and an unnamed employee loaded the 4 cases of alcohol on a hand truck and wheeled it into E Z Market. Dhalai then paid Hartfield $400.00 in cash for the alcohol.

Hartfield asked Dhalai if he could still assist him (Hartfield) in "moving" a truckload of product. Dhalai said that he could help Hartfield, however the person to whom Dhalai would sell the alcohol would want to deal in larger numbers, such as 40-100 cases of liquor. Dhalai also cautioned Hartfield that if Hartfield were to use a delivery truck, many of the trucks have GPS trackers on them and that Hartfield needed to be careful. After a few more minutes of conversation, Hartfield left E Z Market. Hartfield's encounter with Dhalai was recorded in both audio and video formats.

After Hartfield left the store, Dets. Schoen and Nogle continued surveillance on the front of the business via a mobile cell phone with wireless surveillance software on it. The mobile cell phone was linked to an LVMPD surveillance camera mounted southwest of EZ Market at a cooperating private property and provided a clear vantage point to the front of the building in which E Z Market was located. Approximately 1 or 2 minutes after they observed Hartfield drive away, the Detectives observed Dhalai wheel the same 4 cases of

alcohol he just purchased from Hartfield out from the business and load them into his vehicle parked on Stewart Ave. directly in front of E Z Market. The vehicle was a black 1993 Eagle Vision ESI bearing NV license plate 031XMC.

At this time, Detective Nogle contacted LVMPD Det. Roshack and requested that he and his partners respond to the location and establish continuous surveillance on the vehicle, which they did. At 1927 hrs. on that date, Detectives observed Dhalai exit E Z Market, get into his car and drive away. Detectives followed Dhalai continuously and at 2150 hrs., Sgt. Fletcher observed Dhalai pull into the driveway of his residence of record with the DMV (6396 Angelita View Ave.) and unload the four boxes from his trunk and place them into the garage of the house. A few minutes after the garage door closed, the surveillance terminated.

(A subsequent search warrant was authored by Detective K. Nogle and signed by the honorable Judge Tao for the placement of a GPS tracking device on Dhali's 1993 Eagle. This tracker was installed on 05-08-2012 and was removed on 06-06-2012)

As referenced before, a reasonable person would believe that the alcohol Dhalai purchased was stolen for the aforementioned reasons to include:

1. Hartfield selling the alcohol out of the backseat of his vehicle
2. Prior conversations Dhalai engaged in with Hartfield about theft techniques and the security measures which retailers employ

3. Dhalai spent a mere $400.00 on alcohol which would cost Smith's $922.68. The actual retail value of the alcohol is $1,319.64.

On 05-07-2012, Officer G. Jackson entered E Z Market during business hours and posed as a customer (LVMPD event # 120507-2520). Jackson made contact with who he later identified via NV Driver License picture as Dhalai. Jackson asked to purchase two packs of Marlboro Red Softpack cigarettes. Dhalai sold Jackson the 2 packs of cigarettes for $11.00. Jackson paid Dhalai in the form of one LVMPD-supplied twenty dollar bill and received $9.00 in change. After purchasing the cigarettes, Jackson met Dets. Schoen and Nogle in the area. Det. Schoen illuminated both packs of cigarettes with an ultraviolet flashlight and observed the same markings that he had applied to the exterior of the packs prior to Ofc. Hartfield selling them to Dhalai on 04-25-2012. These cigarettes were impounded as evidence.

On 06-18-2012, Officer Hartfield conducted an undercover operation at 1935 Fremont St. in an attempt to sell purported stolen merchandise to "Mike" (LVMPD event # 120618-1542). On 04-16-2012, Hartfield was directed by Dhalai to see Mike at 1935 Fremont St. to sell alcohol which Hartfield was trying to "move", however Dhalai ended up purchasing the alcohol himself later in the day. "Mike" has subsequently been identified as Mazen Hamou, ID# 2600125, the owner of record of M R Beauty Supply & 99 Cent Store at 1935 Fremont St.

While at 1935 Fremont St., Hartfield was told that Hamou was not there. Hartfield told an employee that he had some product for sale and that Hamou would be interested. The employee called Hamou on the telephone and then handed the telephone to Hartfield. Hartfield told Hamou that he had some alcohol for sale and Hamou replied by saying that he was working at E Z Market and asked if Hartfield could go to that location. Hartfield agreed and went to E Z Market at 1109 Stewart Ave.

Upon his arrival, Hamou purchased a large quantity of liquor from Hartfield and placed it in the trunk of Hamou's car. After the deal was done, Hartfield left the area. Hartfield returned to E Z Market a few minutes later to set up a future deal with Hamou. While inside E Z Market, Hartfield asked Hamou if he could purchase a pack of Marlboro Red Softpack cigarettes. Hamou gave the cigarettes to Hartfield without charging him any money and Hartfield again left. After meeting up a few minutes later in the area, Hartfield gave the cigarettes to Detective Schoen. Det. Schoen illuminated the pack of cigarettes with an ultraviolet flashlight and observed the same markings that he had applied to the exterior of the pack prior to Ofc. Hartfield selling them to Dhalai on 04-25-2012 at E Z market.

Based on the fact that on 4 occasions (over a several week period) Dhalai has purchased liquor and cigarettes under circumstances which a reasonable person would believe the merchandise was stolen, a search warrant is requested for 1109 Stewart. That is in addition to the fact that the same purported stolen merchandise was actually obtained

once by Officer Jackson posing as a customer and once by Officer Hartfield from E Z Market. It is reasonable to surmise that more of this product has been sold by Dhalai or Hamou from E Z Market.

* It is requested that Auditors from the City of Las Vegas be allowed entry into the business to jointly (along with LVMPD) obtain and gather documents, files, invoices, business records, bills of lading, product inventories, etc., as well as take physical inventory of current product on hand inside the business for the purpose of auditing E Z Market.

* It is requested that representatives from Smith's be allowed entry into the business solely for the purpose of assisting police in identifying suspected stolen merchandise which may have been taken from their stores. Additionally, it is requested that if police encounter any merchandise which may be stolen, that representatives of the retailer from which the merchandise is suspected to have originated from be allowed entry into the business. Said representatives would be allowed entry into the business solely for the purpose of assisting police in identifying whether or not the suspect merchandise was stolen from their respective stores.

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

APPLICATION AND AFFIDAVIT FOR SEARCH WARRANT

~~(Continuation)~~

Event #: 120416-1570

WHEREFORE, affiant requests that a Search Warrant be issued directing a search for and seizure of the aforementioned items at the location set forth herein.

William Schoen, AFFIANT

Subscribed and sworn to before me this 20th **day of** June **,** 2012

JUDGE

RAVI BAWA

Approved by:

EXHIBIT 2

BW-NY 626
WESTFIELD, NY
GREY GOOSE
VODKA
06/21

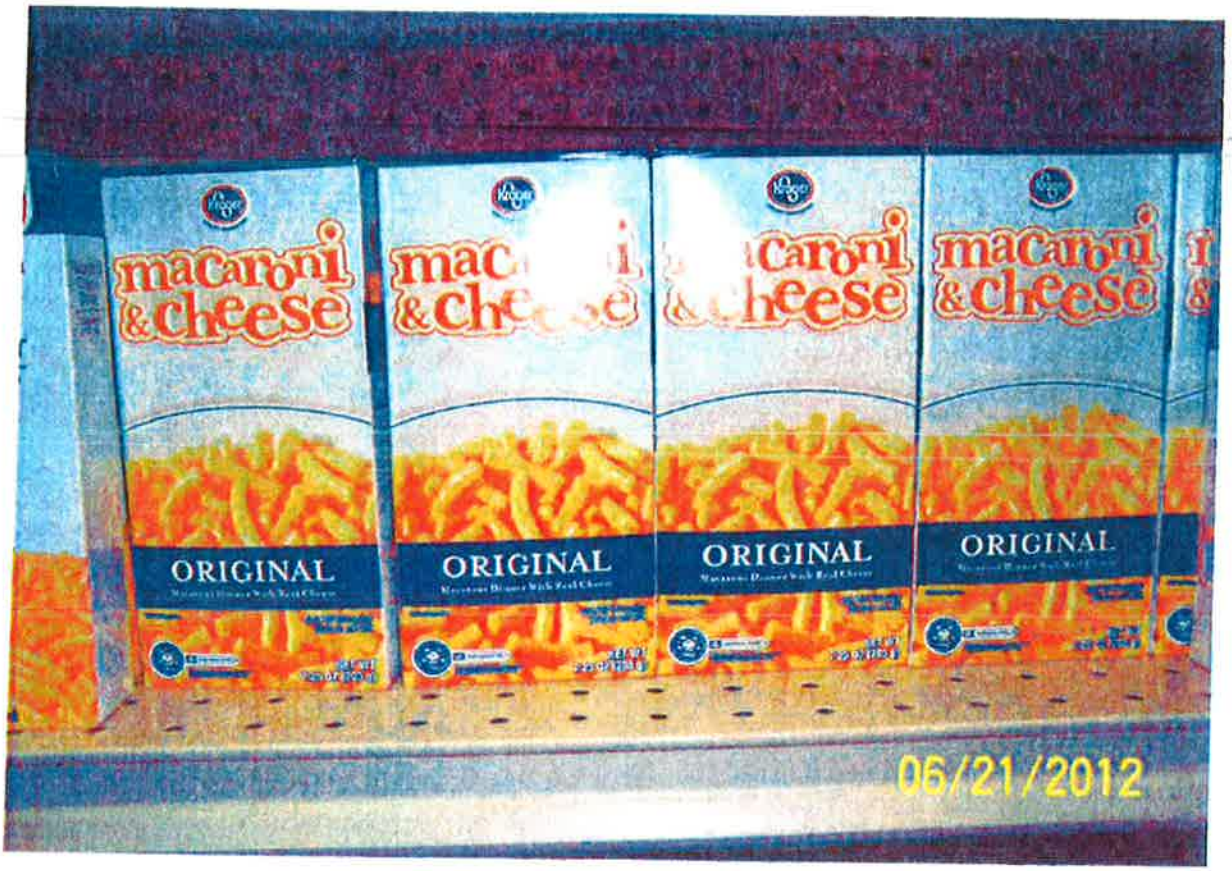
06/21/2012

mixed vegetables
mixed vegetables
mixed vegetables
mixed vegetables
vegetables
vegetables
vegetables
mixed vegetables
mixed vegetables
06/21/2012

Acetaminophen
Diphenhydramine HCl
Acetaminophen
Diphenhydramine HCl
PM
06/21/2012

CVS
NEW!
FLU &
SORE
THROAT
RELIEF
Cherry Flavor
06/21/2012

NEW!
CVS
triple
blade
disposable
razors
NEW!
CVS
triple
blade
disposable


macaroni
&cheese
ORIGINAL
06/21/2012

06/21/2012

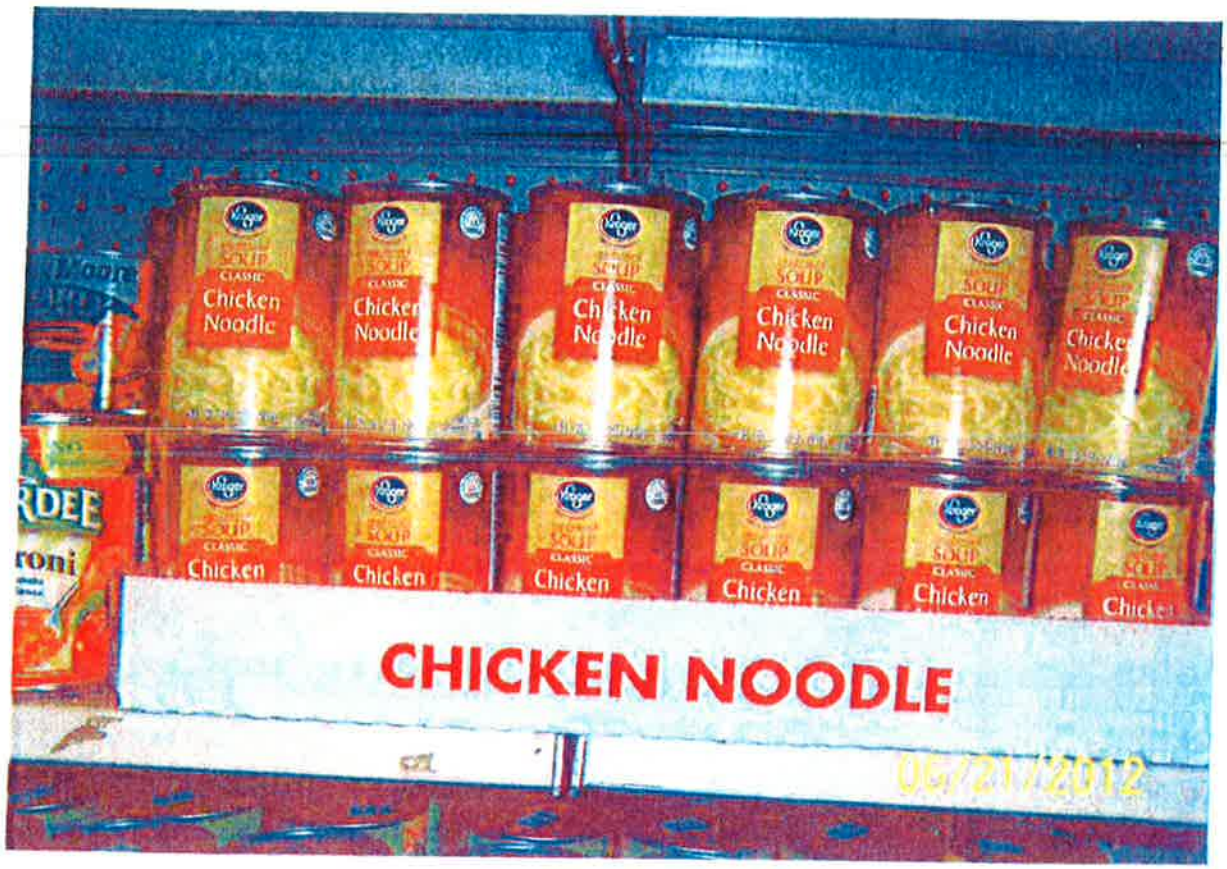

Chicken Noodle
Chicken
CHICKEN NOODLE
06/21/2012

EXHIBIT 3

Nevada Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective 11-1-2011, by and between **Goitom Hailu** ("Landlord") and **Nabiail Dhalai and Mazen Hamou** ("Tenants").

Landlord is the owner of property and business commonly known and numbered as **1109 Stewart Ave, Las Vegas, Nv 89101** and legally described as follows (the "Building"): **E-Z Market**.

Landlord makes available for lease a portion of the Building designated as **E-Z Market**, located within the above address and premises. (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provision herein set forth.

THERFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. **Term**.

   A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning 11-1-2011 and ending 10-30-2016.

   B. Tenant may renew the Lease for one extended term of five years. Tenant shall exercise such renewal option, if at all; by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. **Premises rental and business lease**.

   A. Tenant shall pay to Landlord during the Initial Term lease payment of $14,400 (fourteen thousand four hundred dollars, payable in installments of $1,200 (one thousand two hundred dollars per month during the first (1st) year. During the remainder of the lease term (years 2 (two thru 5 (five), a lease payment of $18,000 (eighteen thousand dollars) per year is payable in installments of $1,500 (one thousand five hundred dollars) per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at 1109 Stewart Av, Las Vegas, Nv 89101 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant also agrees to pay Landlord any unpaid amount by deducting from cost of inventory at the end of the business lease on 10-30-2016.

   B. Upon written notice of intention to extent lease, Tenant shall pay to Landlord lease payment of $120,000 (one hundred twenty thousand dollars) payable in installments of $2,000 (two thousand dollars) per month. Each installment payment shall be due in advance on the first day of each calendar month during the extended lease term to Landlord at 1109 Stewart Ave, Las Vegas, Nv 89101 or at such other place designated by written notice from Landlord or Tenant.

   C. Landlord shall be paid a refundable deposit of $5,000 (five thousand dollars), 1st month installment of $1,200 (one thousand two hundred dollars), last month installment of $1,500 (one thousand five hundred dollars) and cost of inventory.

D. Tenant is responsible and shall pay all license and gaming fees.

3. **Use**.

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. **Repairs**.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligatons of the parties otherwise set forth in this Lease.

5. **Property Taxes**.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

6. **Insurance**.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant of any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than $1,000,000 (one million dollars) combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

D. Tenant is responsible and shall pay employee compensation insurance.

7. **Utilities**.

Tenant shall pay all charges for, electricity telephone and garbage removal services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. Landlord to pay charges for water and sewer. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and

separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amount within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

8. **Signs**.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

9. **Entry**.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

10. **Parking**.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees. Separated structured parking, if any, located about the Building is reserved for Tenants of the Building who rent such parking spaces. Tenant hereby leases from Landlord 6 spaces in such structural parking area, such spaces to be on a first-come first-served basis. In consideration of the leasing to Tenant of such spaces, Tenant shall pay no monthly rental per space throughout the term of the Lease.

11. **Building Rules**.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes.

Rule #1 in Exhibit "A" is that Tenant is responsible for all illegal activities in and around the premises where Tenant does business.

12. **Damage and Destruction**.

Subject to Section 6 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes,

governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such

periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

13. **Default**.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

14. **Quiet Possession**.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Lease Premises during the term of this Lease.

15. **Condemnation**.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the right of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

16. **Subordination**.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or atoning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is

not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

17. **Security Deposit**.

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waive able law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds

Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

18. **Notice**.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord: Goitom Hailu
6673 Golden Palm Circle
Las Vegas, Nv 89108

If to Tenant: Nabiail Dhalai
6383 Angelita View Ave
Las Vegas, Nv 89142

Mazen Hamou
1935 E Fremont St
Las Vegas, Nv 89101

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

19. **Brokers**.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

20. **Waiver**.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

21. **Memorandum of Lease**.

The parties hereto contemplate that this Lease should and shall be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

22. **Headings**.

The headings used in the Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

23. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

24. **Consent**.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

25. **Performance.**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum of the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

26. **Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

27. **Final Agreement**.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

28. **Sale of Business Operations**.

Tenant reserves the right to sale the operations portion of the business with the permission of the Landlord.

29. **Governing Law**.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State Of Nevada.

This Agreement contains a Page 7 which contains the signatures of the parties involved in this transaction along with a notary signature.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

(Landlord) Goitom Hailu — Dated: 9-26-2011

(Tenant) Nabiail Dhalai — Dated: 9-26-11

(Tenant) Mazen Hamou — Dated: 9.26.11

State of: **Nevada**
County Of: **Clark**

This instrument was acknowledged before me on 26 of Sept., 2011 by **Goitom Hailu, Nabiail Dhalai** and **Mazen Hamou**.

Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
GERARDO M. CUNA-BEJARANO
No: 07-1868-1
My Appointment Expires Feb. 1, 2015

9-25-11

I Goitom Hailu receive $2,000.00 (Two Thousand Dallor) Deposit From Nabiail Dhalai and Mazen Hamou for The Business E-Z Market 1109 Stewart Ave Las Vegas NV 89101.

Total Sale Price of Business

$16,200
- 2,000 Cash

14,200 Balance

Goitom Hailu
Goitom Hailu
9-25-2011

Nabiail Dhalai
Nabiail Dhalai
9-25-11

Mazen Hamou

9-25-11

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.

GOITOM H. HAILU, d/b/a E Z MARKET; NABIAIL NAGI DHALAI; and MAZEN HAMOU,

Respondents

RECEIVED
CITY CLERK
2012 DEC 11 P 2:39

ORDER APPROVING
COMPLAINT AND NOTICE OF HEARING

TO: GOITOM H. HAILU, d/b/a E Z MARKET, NABIAIL NAGI DHALAI, and MAZEN HAMOU, Respondents:

The Complaint for Disciplinary Action by the DEPARTMENT OF PLANNING on behalf of the CITY OF LAS VEGAS, NEVADA, against you dated November 20, 2012, a copy of which is attached to this Order and Notice, having come before the City Council of the City of Las Vegas, Nevada, at its regular meeting held on December 5, 2012, and the Council being satisfied that probable grounds exist for disciplinary action against you as alleged in the Complaint for Disciplinary Action;

IT IS ORDERED that the issuance of the Complaint for Disciplinary Action and a hearing on the Complaint for Disciplinary Action are approved.

YOU ARE HEREBY NOTIFIED that the hearing will be held before the City Council of the City of Las Vegas, Nevada, at the Council Chambers, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101, on January 9, 2013, beginning at the hour of 9 a.m., or as soon thereafter as the matter can be heard.

The hearing will be upon the charges in the Complaint for Disciplinary Action which has been served upon you. You may be present at the hearing and you may be represented by a

Las Vegas City Attorney
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101
702-229-6629

lawyer. You may present any relevant evidence you have, and you will be given full opportunity to cross examine all witnesses testifying against you.

YOU ARE FURTHER NOTIFIED that within twenty (20) days after service of the Complaint for Disciplinary Action, but not later than five (5) days before the hearing date, you must file with the City Clerk, Second Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101, and serve a copy upon the City Attorney of your answer to the charges made in the Complaint for Disciplinary Action, and set forth any affirmative defenses you intend to raise.

YOU ARE ALSO NOTIFIED that your failure to file an answer to the Complaint for Disciplinary Action or to appear at the hearing shall constitute an admission to all the matters contained in the Complaint for Disciplinary Action as provided by Las Vegas Municipal Code § 6.88.100.

DATED this 5th day of December, 2012.

THE CITY COUNCIL OF THE
CITY OF LAS VEGAS, NEVADA

By: _____
CAROLYN G. GOODMAN
Mayor

APPROVED AS TO LEGAL FORM:

Attest: By _____
BEVERLY K. BRIDGES, MMC, City Clerk

_____
DAVID E. BAILEY
Deputy City Attorney

12-6-2012
Date

Las Vegas City Attorney
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101
702-229-6629

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.

GOITOM H. HAILU, d/b/a E Z MARKET; NABIAIL NAGI DHALAI; and MAZEN HAMOU,

Respondents.

2012 DEC -6 P 3:47
CITY CLERK

COMPLAINT FOR DISCIPLINARY ACTION

The DEPARTMENT OF PLANNING, on behalf of the CITY OF LAS VEGAS, NEVADA ("**Department**" or "**City**"), Petitioner, brings this Complaint for Disciplinary Action against GOITOM H. HAILU, d/b/a **E Z Market** (hereinafter "**Hailu**", **the "Owner"** or the **"Respondent**"), NABIAIL NAGI DHALAI (hereinafter "**Dhalai**", "**Key Employee**" or the **"Respondent**"), and MAZEN HAMOU (hereinafter "**Hamou,**" "**Tenant,**" or a "**Respondent**"), who conducted business in violation of the law on behalf of each and the other utilizing the business license previously granted to **Hailu** and doing business as **E Z Market**, 1109 Stewart Avenue, Las Vegas, Clark County, Nevada, 89101, Respondent (hereinafter "**E Z Market**", the "Business"), and states:

Respondent **Hailu/E Z Market** holds licenses C15-00155-3-001567, Convenience Store; C05-01752-I-001567, Tobacco; G01-01866-4-001567, Restricted Gaming with a limit of seven (7) slot machines; and L10-00153-4-001567, Beer/Wine/Cooler Off-Sale.

INTRODUCTION

1. **Goitom H. Hailu** is the sole owner **E Z Market**. **Nabiail Nagi Dhalai** ("**Dhalai**") was, at a point in time, listed as Manager/Key Employee of **E Z Market**. **Dhalai** and **Mazen**

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Hamou are or were both purported tenants of the premises and operators of **E Z Market** during the time period referred to herein.

2. Beginning on or about June 15, 2011, and continuing until on or about June 20, 2012, **E Z Market** was operated and continued to be operated in an unlawful manner, to wit: representatives of **E Z Market** purchased, acquired, possessed, and sold stolen property from the business premises of **E Z Market**, which conduct also constituted a public or chronic nuisance in violation of applicable State law and Las Vegas Municipal business licensing codes.

3. **Hailu** unlawfully entered into a lease agreement and permitted **Dhalai** and **Hamou** to operate **E Z Market** as purported leasehold tenants paying rent without **Dhalai** or **Hamou** obtaining a business license (LVMC 6.02.060(A)(1)), a package liquor off-sale license (LVMC 6.50.280), or a gaming license for the premises. As a result, **Hailu** unlawfully encumbered the licenses for **E Z Market** in violation of LVMC 6.50.500 and/or other applicable law, and **Dhalai** and **Hamou** unlawfully operated **E Z Market** without appropriate business, package liquor off-sale, or gaming licenses in violation of LVMC 6.02.330 and/or other applicable law.

SUMMARY OF ALLEGATIONS

4. On March 21, 2012, **E Z Market** owner **Hailu** came into the City of Las Vegas Business Licensing Services Department ("**BLS**") to change his mailing address with the City because unknown the City he had been leasing his store for the last three (3) months to **Dhalai** and **Hamou** and not operating it himself. When advised by a BLS technician that it was not permissible for him to lease his store because liquor and gaming licenses are not transferable and that a Metro suitability investigation and City approval was necessary, **Hailu** quickly altered the facts of his story and thereupon denied leasing the business. On or about the same day, BLS Officer Gransmick went to **E Z Market** and encountered **Dhalai** who immediately admitted that he had worked at the **E Z Market** since October 2011 and that **Hailu** was very rarely present.

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5. Beginning in or about June 21, 2011, the Las Vegas Metropolitan Police Department ("**Metro**") received credible and corroborated information that **E Z Market** engaged in a pattern of purchasing and possessing stolen liquor and cigarettes bearing stickers and/or security markers from Albertsons, Wal-Mart, and other local retail establishments.

6. Albertson's loss prevention department advised Metro that they had identified **E Z Market** as selling merchandise stolen from Albertson's, as confirmed by an Albertson's investigator who had previously gone to **E Z Market** and confirmed said fact. The investigator spoke to a man who identified himself as "**Hailu,**" the owner. The investigator asked **Hailu** why the shelves were so bare. **Hailu** stated he was running out of items to sell and asked if he knew anyone who had anything to sell. Hailu gave the investigator a piece of paper with **Hailu**'s name and phone number on it. The investigator left after noticing several DVDs bearing security stickers from Wal-Mart.

7. Law enforcement officials also received information that representatives of **E Z Market** acquired other items of stolen property and other merchandise from "boosters"[1] for the purpose of unlawful resale to the public.

8. Law enforcement officials also received information from Albertsons and other persons that from on or about July 2011 through March 2012, "boosters" were stealing products from Albertsons and other establishments and selling the products to local businesses at a discount, including the Respondents herein.

9. On or about March 2012, a Metro Intelligence Analyst advised a Metro Special Investigations Section Detective about reported criminal activity regarding sales of property stolen from Albertsons and then re-sold to the public by **E Z Market**. Some of the stolen items reported by Albertsons to Metro and continued to bear Albertsons security stickers on the items while on **E Z**

1. A "booster" is a street term for a person who steals property from one retail store and sells it at a reduced price to another retail store for resale to the unknowing public at an increased price.

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Market's shelves. The security stickers contained a phone number to call should the item be found on store shelves other than Albertsons.

10. On or about March 27, 2012, Metro sent an undercover officer to **E Z Market** to commence an undercover investigation. The undercover officer met **Dhalai** and they had a conversation about the officer providing stolen "product" to Dhalai. **Dhalai** expressed willingness to the officer about such an arrangement and agreed to purchase stolen property.

11. On or about April 4, 2012, the same undercover officer returned to **E Z Market** and again encountered **Dhalai** working there. Dhalai told the undercover officer that he was still waiting for his shipment of alcohol to arrive. The officer responded to Dhalai that the officer could get some "product" if **Dhalai** was interested, and **Dhalai** responded that he was interested in buying "product," especially cigarettes. The officer asked if **Dhalai** wanted whole cartons, and **Dhalai** acknowledged that he would buy whatever stolen product the officer could provide.

12. On April 16, 2012, **Dhalai** submitted his application to the BLS for suitability as a key employee for **E Z Market**. On that same day, the undercover officer returned to **E Z Market**, told **Dhalai** that he had some items for sale as they had previously discussed (specifically liquor and cigarettes), and **Dhalai** purchased two (2) cartons of Marlboro Red Hardpack cigarettes from the officer from the back seat of the officer's car. **Dhalai** paid the officer $20.00 per carton for the cigarettes when they returned back inside **E Z Market**. The liquor and cigarettes were provided by Smith's Food and Drug Stores ("**Smith's**") to Metro to assist with stolen property investigations. Smith's sells the cigarettes that **Dhalai** purchased from the officer at a retail price of $48.59 per carton (and purchased wholesale for $44.30 per carton).

13. The undercover officer also brought liquor to sell to **Dhalai** and likewise had it in the back seat of his car for **Dhalai** to purchase. 19 of the 26 bottles of liquor retained anti-theft security caps from Smiths, which caps are always removed by Smith's employees with a special key upon legitimate purchase by customers and retained by Smiths for re-use on other bottles.

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495 S. Main St,, 6th Floor

14. **Dhalai** initially stated that he did not want to buy the liquor but he knew someone at 1935 Fremont Street who would be interested and told the officer to ask for "Mike". After leaving **E Z Market** the officer went to the business premises at 1935 Fremont Street, a store named "M R Beauty Supply & 99 Cent Store." When the officer arrived an employee handed the officer a phone and said "Nate" (**Dhalai**) was on the phone. **Dhalai** told the officer that he changed his mind and was interested in buying the stolen liquor. The officer returned to **E Z Market** with the purportedly stolen liquor bottles in the back of his car and **Dhalai** purchased from the officer 26 bottles of said liquor for $250.00 with cash from the **E Z Market** cash register. The bottles of liquor would have totaled a legitimate retail cost of $904.74 (14 bottles of Grey Goose Vodka for $10.00—actual legitimate retail value $36.49 per bottle with a wholesale value of $25.53; 8 bottles of Ciroc Vodka for $10.00 a bottle—actual legitimate retail value $36.99 per bottle with a wholesale value of $25.83, and 4 bottles Jack Daniel's Whiskey for $7.50 a bottle—actual legitimate retail value $24.49 per bottle with a wholesale value of $15.90). **Dhalai** used a cart to load and transport the liquor from the officer's car into the front of the **E Z Market** and then behind the counter. **Dhalai** told the officer that if he could obtain more liquor in the future, **Dhalai** would purchase it and asked the officer to come by anytime he had something to sell.

15. On April 16, 2012, the Metro Detective met with **Dhalai** to conduct the key employee suitability investigation pursuant for **E Z Market**. **Dhalai** was unaware that the Detective was investigating E Z Market for stolen property purchases and sales. **Dhalai** told the Detective that **Dhalai** did all the ordering and stocking of product for **E Z Market**. And, reputable suppliers would make deliveries from a branded truck or van with a uniformed delivery driver, not from the back of a car. Therefore, **Dhalai** would have knowledge of what a carton of cigarettes would cost from a reputable and legal source, and would know if suppliers are reputable and legitimate. In a subsequent conversation, **Dhalai** also told the Detective that **Dhalai** used to work

. . . .

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for a cigarette distributor. As a result, **Dhalai** would have further knowledge of what a carton of cigarettes would cost from a reputable and legal source.

16. On April 25, 2012, at the **E Z Market, Dhalai** purchased fifteen (15) cartons of cigarettes, four (4) bottles of Hennessey Cognac, and three (3) bottles of Ciroc Vodka from the undercover Metro officer and placed them behind the **E Z Market** counter. **Dhalai** paid the officer $360 cash for the purportedly stolen property ($20 per carton for the cigarettes and $10 per bottle for the liquor). **Dhalai** asked the officer how he obtained so many cartons of cigarettes, and the officer, in keeping with his role as a "booster," responded that he stole the cigarettes from retail stores while the store employees took breaks and left the cigarettes unattended in carts used to stock the store. **Dhalai** and the officer then discussed store security measures. **Dhalai** suggested to the undercover officer that the officer not return to the same store twice because security cameras may be in use. They concluded their conversation with **Dhalai** asking the officer to provide more cigarettes.

17. On May 3, 2012, at the **E Z Market, Dhalai** purchased two (2) cases of Ciroc Vodka and two (2) cases of Grey Goose Vodka from the undercover Metro officer for $400.00 cash, and **Dhalai** moved the alcohol into **E Z Market**.

18. On May 7, 2012, a different undercover Metro officer, who posed as a customer, purchased two (2) packages of cigarettes at **E Z Market**, which cigarettes were later identified as being part of the same cigarettes that the original undercover Metro officer previously sold to **E Z Market** on April 25, 2012. **Dhalai** was the person at **E Z Market** who assisted the second undercover officer. An UV light was used to identify the packages as having come from the undercover sale.

19. On June 21, 2012, Metro served **E Z Market** with a search warrant, LVMPD Event Number 120416-1570 (See **Exhibit "1"** attached hereto and incorporated herein by this referenced as if set forth in full). BLS Compliance Officers also accompanied Metro. The following hard

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liquor (distilled spirits) items were found (See **Exhibit "2"** attached hereto and incorporated herein by this referenced as if set forth in full): six (6) bottles Grey Goose Vodka, two (2) bottles Sobieski Vodka, one (1) bottle Macarena Tequila, one (1) bottle Skyy Vodka and two (2) bottles Silver Patron Tequila. The six bottles of Grey Goose Vodka were identified as purchased from the undercover Metro officer who sold it to the store. Other grocery store items were located within the store bearing the mark of other retailers such as Albertson's, CVS, and Kroger (See **Exhibit "2"**).

20. Also found inside was a vault containing a commercial lease agreement and handwritten receipt dated 9-25-11 (See **Exhibit "3"** attached hereto and incorporated herein by this referenced as if set forth in full). The handwritten receipt was for a down payment deposit for $2,000.00 that was received from **Dhalai** and **Hamou** for the previous purchase of the business **E Z Market** from **Hailu** for $16,200. All parties signed the receipt. The Nevada Commercial Lease Agreement was between **Hailu** as landlord, and **Dhalai** and **Hamou** as tenants, for the premises rental and business lease of **E Z Market** located at 1109 Stewart Avenue. The commercial lease agreement was signed and executed September 26, 2011, and effective November 1, 2011. These documents indicate that **Hailu** had likely sold the business to **Dhalai** and **Hamou**.

CAUSES OF ACTION

COUNT ONE
(Unlawful Operation of a Business; Conspiracy; and Aiding and Abetting)

21. Paragraphs 1 through 20 above are hereby realleged herein and made a part hereof by this reference as if set forth in full.

22. It is alleged that between on or about June 15, 2011, and up to and including on or about June 20, 2012, **Hailu**, **Dhalai**, and **Hamou** conspired with one another and aided and abetted each other to operate a business (**E Z Market**) which constituted a public or chronic nuisance and which has been conducted in an unlawful, illegal, willful, and impermissible manner, to wit:

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representatives of **Hailu** and/or **E Z Market** repeatedly and knowingly purchased stolen property, including without limitation, cigarettes and alcohol, and then sold said stolen property to the public all from the business premises of **E Z Market** in violation of LVMC § 6.02.330(H), the Nevada Revised Statutes, and applicable law.

23. It is also alleged during the time period set forth above, **Hailu**, **Dhalai**, and **Hamou** caused, allowed, promoted, fostered, aided, enabled, exercised deliberate ignorance towards, or failed to abate a public or chronic nuisance by creating and permitting an environment in which illegal activity willfully occurred, to include representatives of **Hailu** and/or **E Z Market** repeatedly purchasing stolen property, including without limitation cigarettes and alcohol, and then selling said stolen property to the public all from the business premises of **E Z Market** all in violation of LVMC § 6.02.330(H), the Nevada Revised Statutes, and applicable law.

COUNT TWO
(Wrongful Encumbrance of a Liquor License and Operation of E Z Market Without Required Licenses; Conspiracy; and Aiding and Abetting)

24. Paragraphs 1 through 23 above are hereby realleged herein and made a part hereof by this reference as if set forth in full.

25. It is alleged that between on or about June 15, 2011, and up to and including on or about June 20, 2012, **Hailu** wrongfully encumbered his liquor license for the **E Z Market** by means of a lease, sale, and/or other manner of alienation of ownership of **E Z Market** by **Dhalai** and **Hamou**; and **Hailu**, **Dhalai**, and **Hamou** conspired and aided and abetted one another in said unlawful activity, to wit: entering into a commercial lease agreement, exchange of cash deposits and other payments, and executing a handwritten receipt by and between **Dhalai** and **Hamou** dated 9-25-11 (See **Exhibit "3"**).

26. **Dhalai** and **Hamou** leased and/or purchased the business and/or premises of **E Z Market**, all in violation of LVMC § 6.50.500, and did so operate the business as their own without support in law or statute.

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SUBSTANTIVE LAW

LVMC § 6.02.330 provides in pertinent part [Unlawful Business Activity]:

> The licensee may be subject to disciplinary action by the City Council for good cause, which may, without limitation, include:
>
> . . .
>
> (A) The licensee or any of its principals is engaged, or has commenced, instituted, advertised, aided, carried on, continued or engaged, in a business, trade or profession without having obtained a valid license, an approval for suitability, a permit or a work card when such a person knew that one was required or under such circumstances that they reasonably should have known one was required, or has solicited, encouraged, caused or procured another to do so;
>
> . . .
>
> (H) **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; or
>
> (I) 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.

LVMC § 6.02.060 - Business license required.

> (A) It is unlawful for any person to:
>
> (1) Commence, institute, advertise, aid, carry on, engage in or continue in the City any business without a valid unexpired license issued pursuant to this Code;
>
> (2) Cause, encourage, allow or permit another, on that person's behalf, to commence, institute, advertise, aid, carry on, engage in or continue in the City any business without a valid unexpired license issued pursuant to this Code; or
>
> (3) Commence, institute, advertise, aid, conduct, manage or carry on, either permanently or temporarily, any business of any other person if the person who commences, institutes, advertises, aids, conducts, manages or carries on such business knows or should know that such other person is not licensed under this Title to commence, institute, advertise, aid, conduct, manage or carry on such business.

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(B) Each day or portion thereof in which a violation of any provision of Subsection (A) of this Section is committed, continued or permitted constitutes a separate offense.

LVMC § 6.50.500 provides the following concerning encumbrances to a **liquor license**:

> It is unlawful for any person to encumber any license by means of a lease, pledge, mortgage, deed of trust, security interest or other manner of alienation; provided, however, that this prohibition shall not apply to a transfer or encumbrance of a person's interest in the licensee pursuant to the prior approval of the City Council, if such approval is otherwise required by this Chapter.

LVMC § 6.02.350 provides [Acts and Omissions]:

> **A licensee under this Chapter shall be subject to disciplinary action** not only for acts or omissions done by such licensee but also for acts and omissions done by the principals, managers, agents, representatives, servants or employees of such licensee. [Emphasis added.]

STANDARD OF EVIDENCE

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. [Emphasis added.]

PENALTY

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

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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. [Emphasis added.]

LVMC § 6.05.010 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.

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Las Vegas, Nevada 89101

WHEREFORE, the Petitioner respectfully requests the City Council to:

A. Approve the Complaint for Disciplinary Action and order a disciplinary hearing at which the Respondents shall appear and show cause why the licenses that are 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 20th day of November, 2012.

RESPECTFULLY SUBMITTED:

By: _____
FLINN FAGG, Director
Department of Planning

DATED this 20th day of November, 2012.

BRADFORD R. JERBIC
City Attorney

By: _____
DAVID E. BAILEY
Deputy City Attorney
Nevada Bar No. 8955
495 S. Main Street, Sixth Floor
Las Vegas, NV 89101

Las Vegas City Attorney
495 S. Main St,, 6th Floor
Las Vegas, Nevada 89101

EXHIBIT 1

APPLICATION AND AFFIDAVIT FOR SEARCH WARRANT

Event #: 120416-1570

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

NABIAIL NAGI DHALAI
ID#: 1619601
DOB: 01-25-1976 SS#: 102-72-7594

William Schoen, P# 4798, being first duly sworn, deposes and says that he is the affiant herein and is a Detective with the Las Vegas Metropolitan Police Department (LVMPD) presently assigned to the Special Investigations Section. That he has been employed with the LVMPD for the past 17 years and has been assigned to the Special Investigations Section for the past 10 years.

There is probable cause to believe that certain property hereinafter described will be found at the following described premises, to-wit: **a business called E Z Market, located at 1109 E. Stewart Avenue, Las Vegas, Nevada, 89101. E Z Market is located on the North side of Stewart just East of North 11th Street. There are a few apartment units located on the same parcel and directly to the West of the building which houses E Z Market. The E Z Market building is a two story building, however the business itself and premise sought to be searched is located only on the first floor. The front of the building faces South. Situated above the market are 3 apartment units. The bottom floor which houses the market is painted light blue and the top half of the building which houses the 3 apartments is painted white. In front of E Z Market are 4 vertical support pillars which are positioned equidistant along the**

southern face of the business and are painted a deep turquoise blue color. The front of the market (on the bottom floor) is lined with 3 sets of windows and one glass door, all lined with light colored metal security bars. On the East side of the building near the top, there is a painted sign on the building which reads, "E-Z MARKET" in red lettering. On the South side of the building toward the top, the numbers "1109" are painted on the building in black letters to indicate the street address.

The property referred to and sought to be seized consists of the following:

1. Marked packs of Marlboro Red Hardpack cigarettes, whether contained in their cigarette cartons or as individual packs of cigarettes.

a.

2. Marked packs of Marlboro Red Softpack cigarettes, whether contained in their cigarette cartons or as individual packs of cigarettes.

3. Marked packs of Marlboro Menthol cigarettes, whether contained in their cigarette cartons or as individual packs of cigarettes.

4. Marked packs of Newport cigarettes, whether contained in their cigarette cartons or as individual packs of cigarettes.

5. Marked packs of Kool cigarettes, whether contained in their cigarette cartons or as individual packs of cigarettes.

6. Marked 750 ml bottles of Grey Goose Vodka. Some of these bottles may be packaged or stored in the form of 2 cases (12 bottles to a case).

7. Marked 750 ml bottles of Ciroc Vodka. Some of these bottles may be packaged or stored in the form of 2 cases (6 bottles to a case).

8. **Marked 750 ml bottles of Jack Daniels Whiskey.**

9. **Marked 750 ml bottles of Hennessey Cognac.**

10. **Large sums of U.S. Currency, as evidence of the crimes listed herein.**

11. **Any product or merchandise which bears any evidence of security labels, stickers, anti-theft devices, etc. which tend to show that said product was illegally obtained from another retail outlet other than E Z Market.**

12. **Any merchandise in the business, which through means of an audit by the City of Las Vegas, cannot be verified was obtained legally.**

and articles of personal property which would tend to establish the identity of persons in control of said premises, which items of property would consist in part of and include, but not limited to papers, documents and effects which tend to show possession, dominion and control over said premises, including but not limited to keys, canceled mail envelopes, rental agreements and receipts, utility and telephone bills, prescription bottles, vehicle registration, vehicle repairs and gas receipts. Items which tend to show evidence of motive and/or the identity of the perpetrator such as photographs and undeveloped film, insurance policies and letters, address and telephone records, diaries, governmental

notices, whether such items are written, typed or stored on computer disc. Objects which bear a person's name, phone number or address.

The property hereinbefore described constitutes evidence which tends to demonstrate that the criminal offense of **Attempt Possession of Stolen Property – NRS 205.275 (3 Felony Counts and 1 Misdemeanor Count)** has been committed.

In support of your affiant's assertion to constitute the existence of probable cause, the following facts are offered:

In March of 2012, LVMPD Detective W. Schoen was advised by LVMPD Intelligence Analyst T. Howe of a potential criminal issue with a business licensed for alcohol sales and gaming in the City of Las Vegas. Det. Schoen is assigned to the LVMPD Special Investigations Section, which is tasked with investigating applicants and their sources of financing for various privileged business licenses, to include liquor and gaming. Additionally, Special Investigations Section Detectives investigate any criminality resulting from the operation of the aforementioned privileged licenses.

Analyst Howe advised Det. Schoen that an investigator with Albertsons loss prevention, Thomas Andersson, had identified a convenience store at 1109 Stewart Ave. that was selling what Andersson thought to be merchandise which was stolen from Albertsons. Analyst Howe advised that the investigator contacted LVMPD in June of 2011, but for reasons unknown, no action was taken.

In a subsequent statement obtained from Andersson on May 21st, 2012, Andersson stated the following to Det. Schoen:

On 06-15-2011, Andersson received an email from Ana Hernandez, a loss prevention specialist from another Albertsons store. The email stated that a customer had called Hernandez and complained that E Z Market on Stewart and 11th St. had items for sale in the store with Albertsons security stickers on them. (Security stickers are commonly used by retailers on high-loss items. These stickers identify the retailer from which the product originated and sometimes lists a phone number to call if the items are seen for sale in any location other than the one listed on the sticker) The customer had also stated that he/she purchased a 5 pack of Gillette razors from E Z Market for $3.29 and that the package contained an Albertsons security sticker on it. Albertsons sells that item for $15.29, so the substantially marked down price leads a reasonable person to believe that the item may be stolen, especially given the fact that it had an Albertsons security sticker on it.

Then on 06-17-2011, Andersson entered the E Z market located at 1109 Stewart Ave. Las Vegas, NV, and made contact with a black male adult behind the counter who was working in the store. The man behind the counter identified himself as the owner, "Hailu", and engaged in a conversation with Andersson. Andersson asked Hailu why the shelves were so bare and Hailu said that he was running out of items to sell. Hailu asked Andersson if he knew anyone who had anything to sell. Andersson replied that he might

know someone who had products for Hailu to sell and Hailu responded by giving Andersson a piece of paper with Hailu's name and phone number on it. While standing at the counter speaking with Hailu, Andersson said that he noticed several DVDs bearing security stickers from Walmart on them. Andersson then left the store.

On 03-21-2012, City of Las Vegas License Technician Bridget Babbington reported that the owner of record of E Z Market, Goitom Hailu, came into the City of Las Vegas Business Licensing Department to change his mailing address with the City. Hailu said that he has not been receiving his business licensing bills with the City because he hasn't been operating the store (E Z Market). Hailu reported to Babbington that he is leasing his store to another individual and has been doing so for the past 3 months. Babbington then advised Hailu that it was not permissible for him to lease his store out to anyone else because liquor and gaming licenses are not transferrable and that the other person would have to undergo a licensing suitability investigation by LVMPD and receive approval from the City of Las Vegas. Hailu quickly recanted his previous statement and told Babbington that she misunderstood him. Hailu said that he merely wanted to add an individual to his license as a "key employee", which is someone who can act in the place of the owner in his absence.

Later that same day on 03-21-2012, City of Las Vegas Business License Officer Lon Grasmick conducted an inspection of E Z Market in response to Hailu's admission that he was no longer operating E Z Market. While there, Grasmick encountered Nabiail Nagi

Dhalai, who identified himself by LVMPD Work Card, NV Driver License, Health Card and TAM Card, all bearing his picture on them. Grasmick questioned Dhalai about Hailu's involvement in the business and Dhalai said that Hailu rarely comes in because he has small children to attend to at home. Dhalai continued to say that Hailu will only come in if Dhalai needs time off from work. Dhalai said that he has worked at the E Z Market since October of 2011. Grasmick issued two Notices of Violation; One to Hailu and one to Dhalai. They were both based on Dhalai's failure to come forward for a suitability investigation for a key employee for E Z Market. Grasmick advised Dhalai that he had until April 4th, 2012 to submit an application with the City of Las Vegas for key employee at the business. Both Babbington and Grasmick's contact with Hailu and Dhalai were reported to Det. Schoen.

Det. Schoen enlisted the assistance of LVMPD Officer C. Hartfield, who was to pose as a "booster" to the owner of E Z Market and purport to have stolen products for sale. A "booster" is a common street term for a person who steals merchandise from retail stores and then sells them for profit to others, typically unscrupulous merchants who fence the stolen product as if the product was obtained through legitimate suppliers. Additionally, Det. Schoen enlisted the assistance of a cooperating local grocery store, Smith's, to donate liquor and cigarettes in an effort to introduce said merchandise to the owner or operator of E Z Market and purport the merchandise as being stolen.

On 04-04-2012 under LVMPD event # 120404-2147, Officer Hartfield was working in an

undercover capacity and made contact with a subject working at the E Z Market. Hartfield recognized the man as being Dhalai from a previous contact he had with him inside the E Z Market on 03-27-2012 under LVMPD event # 120327-4260 and also recognized him from a DMV photograph that Det. Schoen had provided him.

Dhalai greeted Hartfield and asked if he could help him. Hartfield replied that he was looking for something to drink and if the store had received any new shipment of alcohol. Dhalai replied that nothing new had arrived and that he was still waiting for his guy to come in, presumably meaning that his distributor hadn't made a delivery yet. Hartfield responded by telling Dhalai that he could get Dhalai some product and that he was "Trying to move some shit, man. If you interested". Dhalai said that he was interested, especially in cigarettes. Hartfield asked Dhalai what kind of cigarettes he needed and Dhalai said that he could use whatever Dhalai had in stock behind the store counter. Hartfield asked if Dhalai wanted whole cartons of cigarettes and Dhalai said that he would take whatever Hartfield could provide. Dhalai continued by saying that if he wasn't interested in buying the cigarettes that Hartfield obtained, Dhalai knew someone who would buy the cigarettes from Hartfield. As their conversation ended, Dhalai introduced himself as "Nate" and Hartfield exited the store.

On 04-16-2012, Dhalai submitted his application with the City of Las Vegas Business License Department for suitability as a key employee for E Z Market. That liquor and gaming suitability investigation was routed to Det. Schoen for investigation.

Later on 04-16-2012 and while in an undercover capacity, Officer Hartfield went to E Z Market at 1109 Stewart and made contact with Dhalai (LVMPD event # 120416-1570). Hartfield told Dhalai the he had some items for sale as they had previously discussed, specifically liquor and cigarettes. Interested in purchasing the items, Dhalai followed Hartfield to his car and observed the following in the back seat:

2 cartons of Marlboro Red Hardpack cigarettes (each containing 10 packs of cigarettes)
14 (750 ml) bottles of Grey Goose Vodka (12 of which were capped with anti-theft security caps)
8 (750 ml) bottles of Ciroc Vodka (4 of which were capped with anti-theft security caps)
4 (750 ml) bottles of Jack Daniels Whiskey (3 of which were capped with anti-theft security caps)

Dhalai told Hartfield that he was interested in the cigarettes, but not the liquor. Dhalai asked Hartfield how much he wanted to sell the cartons of cigarettes for and Hartfield replied $20.00 per carton. Dhalai agreed to purchase the 2 cartons for $20.00 each. Dhalai took the two cartons of cigarettes and the two then went back inside the store, Dhalai retrieved 2 twenty dollar bills from his pocket and handed them to Hartfield.

Dhalai advised Hartfield that he knew someone who would be interested in buying the liquor he had for sale and directed Hartfield to 1935 Fremont St. Dhalai told Hartfield to go to that location and ask for "Mike". Hartfield agreed and his attention was turned to a white female in the store who Dhalai introduced Hartfield to. The female verbally identified herself as "Missy".

Missy and Hartfield then carried out a conversation at the front counter of E Z Market in front of Dhalai and within his earshot. Missy told Hartfield that she was a "booster" and asked Hartfield if he had a ride and an ID. Hartfield asked Missy where she got her stuff from and she said that she obtained it from Lowes, Home Depot, Walmart and other stores.

Missy explained her technique of theft and recruiting others with identification to return the stolen items to the stores in exchange for a gift card from the store with credit on it. The gift cards were essentially fraudulent because the items returned for them were never paid for and were in fact stolen. Hartfield told Missy that he was busy but that they could speak later. Missy provided Hartfield with her telephone number and they parted ways. Hartfield then left that location. The encounter that Hartfield had with both Dhalai and Missy was recorded in both audio and video formats.

(A subsequent investigation revealed that Missy was in fact Melissa Hayges, ID#

2810233. Hayges was wanted for Petit Larceny out of LVMPD's jurisdiction and had priors out of both Las Vegas, Pennsylvania and Florida for numerous counts of petty theft, larceny and retail theft. Hayges was later arrested again for Petit Larceny in Las Vegas and eventually extradited to Pennsylvania for outstanding warrants for theft)

A reasonable person would believe that Dhalai had knowledge that the cigarettes which he purchased were stolen because:

1. The cigarettes were presented to Dhalai for sale out of the back seat of a car, not from a reputable distributor which Dhalai would typically deal with.

2. The cigarettes were comingled with bottles of liquor, some of which still contained anti-theft security caps on the necks of the bottles. These security caps lock on top of the liquor bottles and once engaged, a person cannot easily remove them. According to Smith's, the caps are always removed at the time of purchase by Smith's cashiers with a proprietary key which Smith's cashiers posses. The security caps are always retained for future use by Smith's and the keys for said caps are only available for purchase to businesses by the manufacturer of the caps.

3. Dhalai purchased the cartons of cigarettes far below market cost, for only $20.00 each, when in fact Smith's pays $44.30 per carton and resells them for $48.59 per carton. With the buying power of a large retail chain such as Smith's, it is extremely unlikely that a reputable person would sell those items to Dhalai for anything less than what Smith's could buy them for at their cost.

4. On 04-24-2012, Dhalai voluntarily met with Det. Schoen for Dhalai's key employee

suitability investigation which Det. Schoen was conducting. This interview process is a standard procedure that LVMPD carries out with almost every applicant who desires key employee status with the City of Las Vegas in conjunction with a Liquor and Gaming License. During that interview, Dhalai said that he did all of the ordering and stocking of product for E Z Market. In light of that, Dhalai would know what a carton of Marlboro Red Hardpack cigarettes would cost from a reputable and legal source and that a price of $20.00 a carton would indicate they were stolen. E Z Market does carry that brand of cigarette, according to what Hartfield observed while inside the store.

5. In a subsequent conversation with Hartfield on 04-25-2012, Dhalai told Hartfield that he used to work for a cigarette distributor. Again, based on that statement, Dhalai would know what a carton of Marlboro Red Hardpack cigarettes would cost from a reputable and legal source and that a price of $20.00 a carton would indicate they were stolen.

After leaving E Z Market, Officer Hartfield went to 1935 Fremont St. still in an undercover capacity. Upon his arrival, Hartfield followed Dhalai's instruction and asked for "Mike" Hartfield was told that Mike was not there and would not return for some time. An employee then handed Hartfield the telephone and told him that "Nate" (Dhalai) was on the phone.

When speaking with Hartfield, Dhalai said that he was still interested in buying the liquor that Hartfield had for sale if it was still available and offered to buy it for $10.00 a bottle. Hartfield agreed and returned to E Z Market (LVMPD event # 120416-3247). Upon his

arrival, Hartfield directed Dhalai outside to his car where the liquor was located. Too heavy to carry in, Dhalai retrieved a cart to load the liquor onto and took it to Hartfield's car. The liquor was loaded onto the cart and Dhalai himself rolled it into the front of E Z Market where Hartfield observed him place the cart behind the counter. Dhalai and Hartfield negotiated payment for the liquor until a price of $250.00 was mutually agreed upon (22 bottles at $10.00 each and 4 bottles at $7.50 each). Dhalai then paid Hartfield 12 twenty dollar bills and 1 ten dollar bill which Dhalai retrieved from the store's cash register.

After he paid Hartfield, Dhalai told Hartfield that if he (Hartfield) could get more product, he (Dhalai) could help him "move" it. Hartfield replied that he was tired of moving small amounts at a time and that he eventually hoped to deal in larger quantities. At that time, Dhalai told Hartfield that he had previously moved an entire truck of cigarettes. Hartfield gave Dhalai his telephone number and Dhalai advised Hartfield to come by anytime that Hartfield had anything to sell. Hartfield's encounter with Dhalai was recorded in both audio and video formats.

A reasonable person would believe that Dhalai had knowledge that the liquor which he purchased was stolen because:

1. The liquor was presented to Dhalai for sale out of the back seat of a car, not from a reputable distributor which Dhalai would typically deal with.

2. 19 out of the 26 liquor bottles sold still contained anti-theft security caps on the necks of the bottles. These security caps lock on top of the liquor bottles and once engaged, a

person cannot easily remove them. According to Smith's, the caps are always removed at the time of purchase by Smith's cashiers with a proprietary key which Smith's cashiers posses. The security caps are always retained for future use by Smith's and the keys for said caps are only available for purchase to businesses by the manufacturer of the caps.

3. Dhalai purchased the bottles of liquor far below market cost, for only $10.00 each, when in fact Smith's pays $25.53 per bottle of Grey Goose Vodka and resells them for $36.49 per bottle. He also purchased the bottles of Ciroc Vodka for $10.00 each, when in fact Smith's pays $25.83 per bottle and resells them for $36.99 per bottle. Dhalai also purchased the bottles of Jack Daniels Whiskey for $7.50 each, when in fact Smith's pays $15.90 per bottle and resells them for $24.49 per bottle. With the buying power of a large retail chain such as Smith's, it is extremely unlikely that a reputable person would sell those items to Dhalai for anything less than what Smith's could buy them for at their cost.

On 04-25-2012, and while in an undercover capacity, Officer Hartfield went to E Z Market at 1109 Stewart and made another contact with Dhalai (LVMPD event # 120425-0828). Dhalai greeted Hartfield and Hartfield told Dhali that he had more product for sale if Dhalai was interested. Dhalai followed Hartfield to Hartfield's car where he observed the following for sale:

3 cartons of Marlboro Red Hardpack cigarettes (each containing 10 packs of cigarettes)

5 cartons of Marlboro Red Softpack cigarettes (each containing 10 packs of cigarettes)

4 cartons of Marlboro Menthol cigarettes (each containing 10 packs of cigarettes)

2 cartons of Newport cigarettes (each containing 10 packs of cigarettes)

1 carton of Kool cigarettes (containing 10 packs of cigarettes)

4 (750 ml) bottles of Hennessey Cognac

3 (750 ml) bottles of Ciroc Vodka

Dhalai agreed to purchase the items and he and an unnamed employee carried the items from Hartfield's car into the business. After he and the employee placed all the items behind the counter, Dhalai began to negotiate with Hartfield about the price of the merchandise. Hartfield asked for $20.00 per carton of cigarettes, to which Dhalai agreed to. Dhalai also suggested that he pay Hartfield $10.00 per bottle of alcohol and Hartfield agreed to that. After a few moments of further negotiations, an overall price of $360 was agreed to by both parties. Dhalai then retrieved money from his pocket as well as from the store's cash register and gave the money to Hartfield.

Dhalai then asked Hartfield how he was able to get so many cigarettes, although he also said that it was okay if Hartfield didn't want to tell him. Hartfield said that he didn't mind telling him and continued by explaining that when employees of the stores he went into took breaks from stocking the shelves, sometimes they leave half-full shopping carts used to stock cigarettes unattended. Hartfield would then take the cart and just walk out of the

store with the merchandise. Dhalai and Hartfield then engaged in a lengthy conversation (along with a juvenile in the store) about security measures in stores. Dhalai even went as far as to suggest to Hartfield that he not return to the same store because cameras may be used to identify Hartfield. At the conclusion of the meeting, Hartfield asked Dhalai if there was anything he could get him in the future. Dhalai replied that he could always use cigarettes. Hartfield said goodbye and exited E Z Market. Hartfield's encounter with Dhalai was recorded in both audio and video formats.

On 05-03-2012, and while in an undercover capacity, Officer Hartfield went to E Z Market at 1109 Stewart and made another contact with Dhalai (LVMPD event # 120503-0887). Upon Hartfield's entry, Dhalai greeted Hartfield and immediately asked him what he had for sale. Hartfield said that he had a "new connect" and that he needed to move some alcohol. Hartfield told Dhalai that he could sell what he had for no less than $400.00 because he had to pay the "connect" and that Hartfield needed the money. Dhalai and Hartfield went out to Hartfield's car and Dhalai observed the following in the back seat:

2 cases of Ciroc Vodka, each containing 6 (750 ml) bottles, totaling 12 bottles

2 cases of Grey Goose Vodka, each containing 12 (750 ml) bottles, totaling 24 bottles

After a few minutes of negotiations (which included making a phone call to someone and speaking in a foreign language), Dhalai agreed to Hartfield's price of $400.00. Dhalai also advised Hartfield that the next time he came by, he could only pay Hartfield $10.00 per bottle. Hartfield agreed and said that as long as his "new connect" would continue to "hook him up", he would continue to "hook up" Dhalai. Dhalai and an unnamed employee loaded the 4 cases of alcohol on a hand truck and wheeled it into E Z Market. Dhalai then paid Hartfield $400.00 in cash for the alcohol.

Hartfield asked Dhalai if he could still assist him (Hartfield) in "moving" a truckload of product. Dhalai said that he could help Hartfield, however the person to whom Dhalai would sell the alcohol would want to deal in larger numbers, such as 40-100 cases of liquor. Dhalai also cautioned Hartfield that if Hartfield were to use a delivery truck, many of the trucks have GPS trackers on them and that Hartfield needed to be careful. After a few more minutes of conversation, Hartfield left E Z Market. Hartfield's encounter with Dhalai was recorded in both audio and video formats.

After Hartfield left the store, Dets. Schoen and Nogle continued surveillance on the front of the business via a mobile cell phone with wireless surveillance software on it. The mobile cell phone was linked to an LVMPD surveillance camera mounted southwest of EZ Market at a cooperating private property and provided a clear vantage point to the front of the building in which E Z Market was located. Approximately 1 or 2 minutes after they observed Hartfield drive away, the Detectives observed Dhalai wheel the same 4 cases of

alcohol he just purchased from Hartfield out from the business and load them into his vehicle parked on Stewart Ave. directly in front of E Z Market. The vehicle was a black 1993 Eagle Vision ESI bearing NV license plate 031XMC.

At this time, Detective Nogle contacted LVMPD Det. Roshack and requested that he and his partners respond to the location and establish continuous surveillance on the vehicle, which they did. At 1927 hrs. on that date, Detectives observed Dhalai exit E Z Market, get into his car and drive away. Detectives followed Dhalai continuously and at 2150 hrs., Sgt. Fletcher observed Dhalai pull into the driveway of his residence of record with the DMV (6396 Angelita View Ave.) and unload the four boxes from his trunk and place them into the garage of the house. A few minutes after the garage door closed, the surveillance terminated.

(A subsequent search warrant was authored by Detective K. Nogle and signed by the honorable Judge Tao for the placement of a GPS tracking device on Dhali's 1993 Eagle. This tracker was installed on 05-08-2012 and was removed on 06-06-2012)

As referenced before, a reasonable person would believe that the alcohol Dhalai purchased was stolen for the aforementioned reasons to include:

1. Hartfield selling the alcohol out of the backseat of his vehicle
2. Prior conversations Dhalai engaged in with Hartfield about theft techniques and the security measures which retailers employ

3. Dhalai spent a mere $400.00 on alcohol which would cost Smith's $922.68. The actual retail value of the alcohol is $1,319.64.

On 05-07-2012, Officer G. Jackson entered E Z Market during business hours and posed as a customer (LVMPD event # 120507-2520). Jackson made contact with who he later identified via NV Driver License picture as Dhalai. Jackson asked to purchase two packs of Marlboro Red Softpack cigarettes. Dhalai sold Jackson the 2 packs of cigarettes for $11.00. Jackson paid Dhalai in the form of one LVMPD-supplied twenty dollar bill and received $9.00 in change. After purchasing the cigarettes, Jackson met Dets. Schoen and Nogle in the area. Det. Schoen illuminated both packs of cigarettes with an ultraviolet flashlight and observed the same markings that he had applied to the exterior of the packs prior to Ofc. Hartfield selling them to Dhalai on 04-25-2012. These cigarettes were impounded as evidence.

On 06-18-2012, Officer Hartfield conducted an undercover operation at 1935 Fremont St. in an attempt to sell purported stolen merchandise to "Mike" (LVMPD event # 120618-1542). On 04-16-2012, Hartfield was directed by Dhalai to see Mike at 1935 Fremont St. to sell alcohol which Hartfield was trying to "move", however Dhalai ended up purchasing the alcohol himself later in the day. "Mike" has subsequently been identified as Mazen Hamou, ID# 2600125, the owner of record of M R Beauty Supply & 99 Cent Store at 1935 Fremont St.

While at 1935 Fremont St., Hartfield was told that Hamou was not there. Hartfield told an employee that he had some product for sale and that Hamou would be interested. The employee called Hamou on the telephone and then handed the telephone to Hartfield. Hartfield told Hamou that he had some alcohol for sale and Hamou replied by saying that he was working at E Z Market and asked if Hartfield could go to that location. Hartfield agreed and went to E Z Market at 1109 Stewart Ave.

Upon his arrival, Hamou purchased a large quantity of liquor from Hartfield and placed it in the trunk of Hamou's car. After the deal was done, Hartfield left the area. Hartfield returned to E Z Market a few minutes later to set up a future deal with Hamou. While inside E Z Market, Hartfield asked Hamou if he could purchase a pack of Marlboro Red Softpack cigarettes. Hamou gave the cigarettes to Hartfield without charging him any money and Hartfield again left. After meeting up a few minutes later in the area, Hartfield gave the cigarettes to Detective Schoen. Det. Schoen illuminated the pack of cigarettes with an ultraviolet flashlight and observed the same markings that he had applied to the exterior of the pack prior to Ofc. Hartfield selling them to Dhalai on 04-25-2012 at E Z market.

Based on the fact that on 4 occasions (over a several week period) Dhalai has purchased liquor and cigarettes under circumstances which a reasonable person would believe the merchandise was stolen, a search warrant is requested for 1109 Stewart. That is in addition to the fact that the same purported stolen merchandise was actually obtained

once by Officer Jackson posing as a customer and once by Officer Hartfield from E Z Market. It is reasonable to surmise that more of this product has been sold by Dhalai or Hamou from E Z Market.

* It is requested that Auditors from the City of Las Vegas be allowed entry into the business to jointly (along with LVMPD) obtain and gather documents, files, invoices, business records, bills of lading, product inventories, etc., as well as take physical inventory of current product on hand inside the business for the purpose of auditing E Z Market.

* It is requested that representatives from Smith's be allowed entry into the business solely for the purpose of assisting police in identifying suspected stolen merchandise which may have been taken from their stores. Additionally, it is requested that if police encounter any merchandise which may be stolen, that representatives of the retailer from which the merchandise is suspected to have originated from be allowed entry into the business. Said representatives would be allowed entry into the business solely for the purpose of assisting police in identifying whether or not the suspect merchandise was stolen from their respective stores.

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

APPLICATION AND AFFIDAVIT FOR SEARCH WARRANT

~~(Continuation)~~

Event #: 120416-1570

WHEREFORE, affiant requests that a Search Warrant be issued directing a search for and seizure of the aforementioned items at the location set forth herein.

William Schoen, AFFIANT

Subscribed and sworn to before me this 20th **day of** June **,** 2012

JUDGE

RAVI BAWA

Approved by:

EXHIBIT 2

BW-NY 626
WESTFIELD, NY
GREY GOOSE
VODKA
06/21

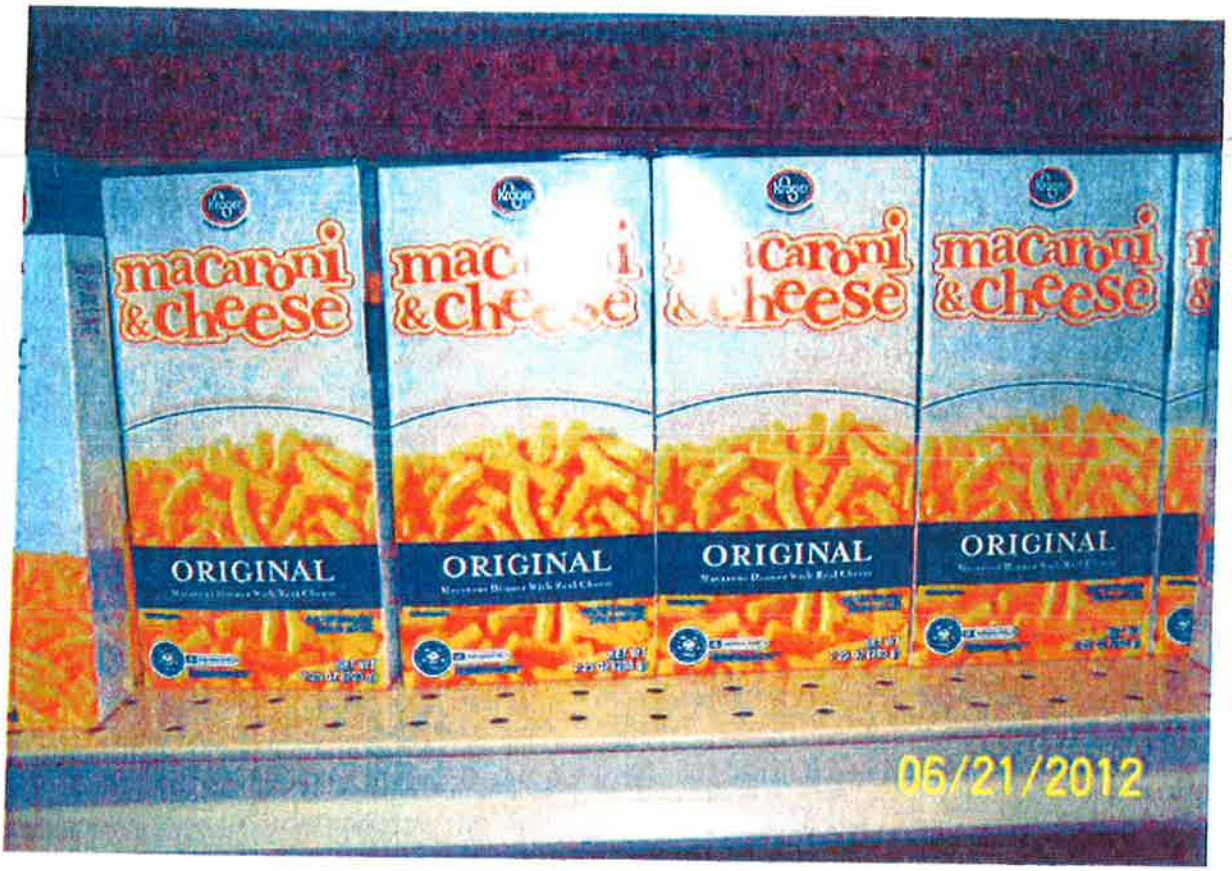
06/21/2012

mixed vegetables
mixed vegetables
mixed vegetables
mixed vegetables
vegetables
vegetables
vegetables
mixed vegetables
mixed vegetables
06/21/2012

Acetaminophen
Diphenhydramine HCl
Acetaminophen
Diphenhydramine HCl
PM
06/21/2012

CVS
NEW!
FLU &
SORE
THROAT
RELIEF
Cherry Flavor
06/21/2012

NEW!
CVS
triple
blade
disposable
razors
NEW!
CVS
triple
blade
disposable


macaroni
&cheese
ORIGINAL
06/21/2012

06/21/2012

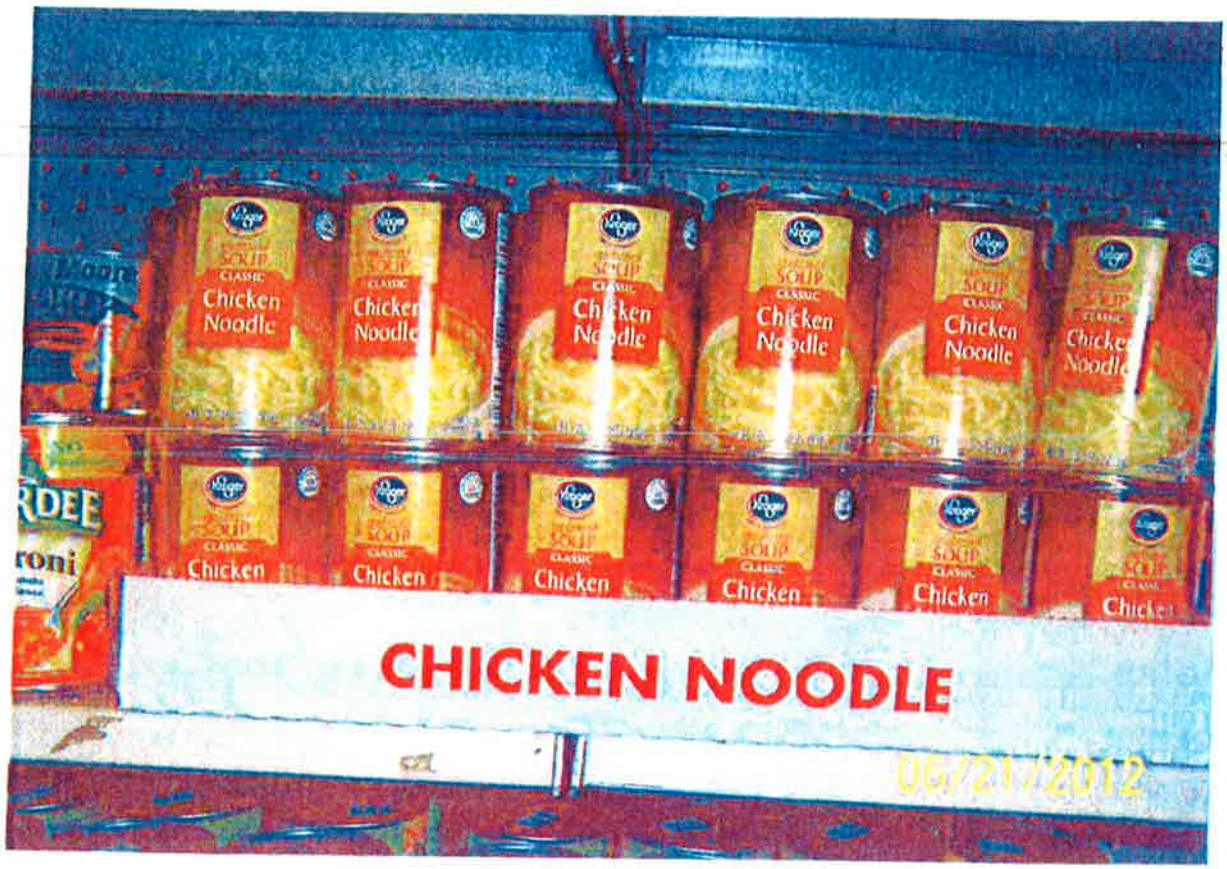

Chicken Noodle
Chicken
CHICKEN NOODLE
06/21/2012

EXHIBIT 3

Nevada Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective 11-1-2011, by and between **Goitom Hailu** ("Landlord") and **Nabiail Dhalai and Mazen Hamou** ("Tenants").

Landlord is the owner of property and business commonly known and numbered as **1109 Stewart Ave, Las Vegas, Nv 89101** and legally described as follows (the "Building"): **E-Z Market**.

Landlord makes available for lease a portion of the Building designated as **E-Z Market**, located within the above address and premises. (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provision herein set forth.

THERFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. **Term**.

   A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning 11-1-2011 and ending 10-30-2016.

   B. Tenant may renew the Lease for one extended term of five years. Tenant shall exercise such renewal option, if at all; by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. **Premises rental and business lease**.

   A. Tenant shall pay to Landlord during the Initial Term lease payment of $14,400 (fourteen thousand four hundred dollars, payable in installments of $1,200 (one thousand two hundred dollars per month during the first (1st) year. During the remainder of the lease term (years 2 (two thru 5 (five), a lease payment of $18,000 (eighteen thousand dollars) per year is payable in installments of $1,500 (one thousand five hundred dollars) per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at 1109 Stewart Av, Las Vegas, Nv 89101 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant also agrees to pay Landlord any unpaid amount by deducting from cost of inventory at the end of the business lease on 10-30-2016.

   B. Upon written notice of intention to extent lease, Tenant shall pay to Landlord lease payment of $120,000 (one hundred twenty thousand dollars) payable in installments of $2,000 (two thousand dollars) per month. Each installment payment shall be due in advance on the first day of each calendar month during the extended lease term to Landlord at 1109 Stewart Ave, Las Vegas, Nv 89101 or at such other place designated by written notice from Landlord or Tenant.

   C. Landlord shall be paid a refundable deposit of $5,000 (five thousand dollars), 1st month installment of $1,200 (one thousand two hundred dollars), last month installment of $1,500 (one thousand five hundred dollars) and cost of inventory.

D. Tenant is responsible and shall pay all license and gaming fees.

3. **Use**.

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. **Repairs**.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligatons of the parties otherwise set forth in this Lease.

5. **Property Taxes**.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

6. **Insurance**.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant of any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than $1,000,000 (one million dollars) combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

D. Tenant is responsible and shall pay employee compensation insurance.

7. **Utilities**.

Tenant shall pay all charges for, electricity telephone and garbage removal services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. Landlord to pay charges for water and sewer. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and

separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amount within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

8. **Signs**.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

9. **Entry**.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

10. **Parking**.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees. Separated structured parking, if any, located about the Building is reserved for Tenants of the Building who rent such parking spaces. Tenant hereby leases from Landlord 6 spaces in such structural parking area, such spaces to be on a first-come first-served basis. In consideration of the leasing to Tenant of such spaces, Tenant shall pay no monthly rental per space throughout the term of the Lease.

11. **Building Rules**.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes.

Rule #1 in Exhibit "A" is that Tenant is responsible for all illegal activities in and around the premises where Tenant does business.

12. **Damage and Destruction**.

Subject to Section 6 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes,

governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such

periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

13. **Default**.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

14. **Quiet Possession**.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Lease Premises during the term of this Lease.

15. **Condemnation**.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the right of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

16. **Subordination**.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or atoning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is

not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

17. **Security Deposit**.

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waive able law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds

Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

18. **Notice**.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord: Goitom Hailu
6673 Golden Palm Circle
Las Vegas, Nv 89108

If to Tenant: Nabiail Dhalai
6383 Angelita View Ave
Las Vegas, Nv 89142

Mazen Hamou
1935 E Fremont St
Las Vegas, Nv 89101

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

19. **Brokers**.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

20. **Waiver**.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

21. **Memorandum of Lease**.

The parties hereto contemplate that this Lease should and shall be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

22. **Headings**.

The headings used in the Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

23. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

24. **Consent**.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

25. **Performance.**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum of the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

26. **Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

27. **Final Agreement**.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

28. **Sale of Business Operations**.

Tenant reserves the right to sale the operations portion of the business with the permission of the Landlord.

29. **Governing Law**.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State Of Nevada.

This Agreement contains a Page 7 which contains the signatures of the parties involved in this transaction along with a notary signature.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

(Landlord) Goitom Hailu — Dated: 9-26-2011

(Tenant) Nabiail Dhalai — Dated: 9-26-11

(Tenant) Mazen Hamou — Dated: 9.26.11

State of: **Nevada**
County Of: **Clark**

This instrument was acknowledged before me on 26 of Sept., 2011 by **Goitom Hailu, Nabiail Dhalai** and **Mazen Hamou**.

Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
GERARDO M. CUNA-BEJARANO
No: 07-1868-1
My Appointment Expires Feb. 1, 2015

9-25-11

I Goitom Hailu receive $2,000.00 (Two Thousand Dallor) Deposit From Nabiail Dhalai and Mazen Hamou for The Business E-Z Market 1109 Stewart Ave Las Vegas NV 89101.

Total Sale Price of Business

$16,200
- 2,000 Cash

14,200 Balance

Goitom Hailu
Goitom Hailu
9-25-2011

Nabiail Dhalai
Nabiail Dhalai
9-25-11

Mazen Hamou

9-25-11

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
Hearing and discussion for possible action regarding the complaint seeking disciplinary action against MAZEN HAMOU, d/b/a M R BEAUTY SUPPLY & 99 CENT STORE, 1935 Fremont Street, Suite A, Las Vegas, Clark County, Nevada, for violations of the Las Vegas Municipal Code - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
MAZEN HAMOU, d/b/a M R BEAUTY SUPPLY & 99 CENT STORE, holds licenses C15-00390-3-140922, Convenience Store; and C05-02601-C-140922, Tobacco. Hamou operated the business in an unlawful manner by purchasing and selling stolen property and illegal drugs at the business premises, constituting a public or chronic nuisance in violation of licensing codes. Hamou also did so without necessary City package alcohol and secondhand dealer licenses in violation of licensing codes. And, Hamou stored alcoholic beverages on the commercial premises without having a City alcohol beverage related license in violation of licensing codes.

RECOMMENDATION:
Revocation of Convenience Store License No. C15-00390-3-140922; and Tobacco License No. C05-02601-C-140922

BACKUP DOCUMENTATION:
1. Complaint for Disciplinary Action
2. Order Approving Complaint and Notice of Hearing

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.

MAZEN HAMOU, d/b/a M R BEAUTY SUPPLY & 99 CENT STORE,

Respondent.

2012 DEC -6 P 3:46

RECEIVED
CITY CLERK

COMPLAINT FOR DISCIPLINARY ACTION

The DEPARTMENT OF PLANNING, on behalf of the CITY OF LAS VEGAS, NEVADA ("**Department**" or "**City**"), Petitioner, brings this Complaint for Disciplinary Action against MAZEN HAMOU, d/b/a M R BEAUTY SUPPLY & 99 CENT STORE ("**Hamou**" or "**M R Beauty**"), 1935 Fremont Street, Suite A, Las Vegas, Clark County, Nevada, 89101, Respondent, and states:

Respondent **Hamou/M R Beauty** holds licenses C15-00390-3-140922/Convenience Store and C05-02601-C-140922/Tobacco.

INTRODUCTION

1. **Hamou** is the sole owner **M R Beauty**.

2. No later than on or about April 16, 2012, and continuing until on or about June 21, 2012, **Hamou** operated **M R Beauty** and continued to operate it in an unlawful manner, to wit: **Hamou** and/or representatives of **M R Beauty** purchased, acquired, possessed, and sold stolen property and illegal drugs from the business premises of **M R Beauty** within the City of Las Vegas, which conduct also constituted a **public or chronic nuisance** in violation of applicable State law and Las Vegas Municipal business licensing codes.

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3. During the same time period as set forth above, **Hamou** operated **M R Beauty** and continued to operate it in an unlawful, illegal, willful, and impermissible manner, to wit: **Hamou** and/or representatives of **M R Beauty** purchased, acquired, possessed, and sold purportedly stolen liquor from the business premises of **M R Beauty**, without necessary City business licenses for **package alcohol sales**, in violation of applicable State law and Las Vegas Municipal business licensing codes.

4. During the same time period as set forth above, **Hamou** operated and continued to operate it in an unlawful, illegal, willful, and impermissible manner, to wit: **Hamou** and/or **M R Beauty** did repeatedly and knowingly **store alcoholic beverages** on the commercial premises of **M R Beauty** within the City of Las Vegas without first obtaining and thereafter maintaining a valid City alcohol beverage related license that pertains to and authorizes such storage, in violation of applicable State law and Las Vegas Municipal business licensing codes.

5. During the same time period as set forth above, **Hamou** operated **M R Beauty** and continued to operated it in an unlawful, illegal, willful, and impermissible manner, to wit: **Hamou** and/or **M R Beauty** did repeatedly and knowingly advertise, commence, carry on, engage in or continue in the City of Las Vegas a **secondhand dealer business** without first obtaining and thereafter maintaining a City business license for such business operation in violation of applicable Las Vegas Municipal business licensing codes and/or applicable law.

SUMMARY OF ALLEGATIONS

6. Beginning in or about March 2012, undercover Las Vegas Metropolitan Police Department (hereinafter "**Metro**") personnel were investigating a separate convenience store, E Z Market, located at 1109 Stewart Avenue in Las Vegas, for purchasing and then re-selling stolen goods, including without limitation cigarettes and alcohol. Metro learned at a later date that **Hamou** (**M R Beauty's** owner) was involved with E Z Market and he purportedly entered into an

. . . .

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unlawful lease to own and operate E Z Market as a co-tenant without obtaining the necessary City business licenses required to lawfully operate the store.

7. On April 16, 2012, a representative of E Z Market purchased purportedly stolen cigarettes from an undercover Metro officer at a price well below wholesale value and brought the cigarettes into E Z Market and behind the counter. The E Z Market representative at first stated that E Z Market did not want to buy the purportedly stolen liquor that the undercover officer also offered for sale. However, the E Z Market representative stated that he knew someone at 1935 Fremont Street (which is **M R Beauty's** address) that would be interested, and he directed the undercover officer to go to **M R Beauty** and ask for "Mike". The undercover officer went to **M R Beauty** but "Mike" was not available.

8. On May 15, 2012, the undercover officer returned to **M R Beauty** and introduced himself to **Hamou** aka "Mike". The undercover officer recognized **Hamou as** "Mike" from a DMV photo. The officer informed **Hamou** that he had some "stuff" for sale. **Hamou** followed the undercover officer to the officer's car where the officer showed **Hamou** several bottles of hard liquor and some beauty products. A price was agreed upon and **Hamou** purchased the items for $90 cash, but the products had a legitimate retail value of $741.27 and a legitimate wholesale cost of approximately $500 (11 bottles of Grey Goose Vodka, 2 of which were capped with anti-theft security caps-- actual legitimate retail value $36.49 per bottle with a wholesale value of $25.53; 3 bottles of Ciroc Vodka—actual legitimate retail value $35.99 per bottle with a wholesale value of $25.00; 3 bottles of Hennessey Cognac—actual legitimate retail value $36.99 per bottle with a wholesale value of $25.83, 2 bottles of Chi Kerain Mist; 1 bottle of Olay Pro X Age Repair; and 1 Olay Pro X Clear—actual legitimate retail value for the Chi Kerain Mist and Olay products $120.94 with a wholesale value of $72.52). **Hamou** placed the purported stolen items in **M R Beauty's** storage room. With **Hamou** being the owner of a business that sells liquor and cosmetic supplies, **Hamou** would have knowledge of the legitimate cost thereof from a reputable and legal source.

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9. The security capped liquor was provided by Smith's Food and Drug Stores ("**Smith's**") to Metro to assist with stolen property investigations. The security caps are always removed by Smith's employees with a special key upon purchase by customers and retained by Smiths for re-use on other bottles. The security caps do not leave the legitimate retail store unless the related goods are stolen.

10. **Hamou** also told the officer that he would purchase from the officer the hard liquor "Patron" if the officer could obtain it. The undercover officer returned to **M R Beauty** on June 18, 2012, and asked to speak to **Hamou**. **Hamou** was not available but the clerk called **Hamou** on the phone. The undercover officer told **Hamou** that he had the Patron that **Hamou** requested. **Hamou** told the officer that he was at E Z Market and asked the officer to meet him there. **Hamou** was working behind the counter at **E Z Market** when the undercover officer arrived. **Hamou** followed the officer to the officer's car and purchased 24 bottles of purportedly stolen Patron liquor (for $10.00 a bottle--actual legitimate retail value $48.99 per bottle with a wholesale value of $34.25) and 4 bottles of Grey Goose Vodka (all of which were capped with anti-theft security caps) for $280 cash. **Hamou** loaded the liquor into his car. **Hamou** went back into E Z Market and paid the officer $280 cash for the liquor, a price well below the legitimate wholesale value. **Hamou** also told the officer that he owned E Z Market and **M R Beauty**.

11. The officer returned to **M R Beauty** the next day on June 19, 2012, and told **Hamou** he had more liquor for sale. **Hamou** paid the undercover officer $138 from **M R Beauty's** cash register to purchase the liquor for $138 (12 bottles of Patron and 2 bottles of Grey Goose Vodka with security caps) at substantially less than legitimate wholesale value.

12. On June 21, 2012, Metro served **M R Beauty** with a search warrant, LVMPD Event Number 120515-1627 (See attached **Exhibit "1"**, which is incorporated herein by this reference as if set forth in full). Business Licensing Compliance Officers also accompanied Metro. Metro found the following inside hard liquor inside **M R Beauty**, which business did not have a liquor

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license: Hard liquor (distilled spirits) (See attached **Exhibit 2**, which is incorporated herein by this reference as if set forth in full); three (3) bottles of Ciroc Vodka, three (3) bottles of Bombay Sapphire Gin, one (1) bottle of Hennessy Cognac, two (2) bottles of B&B Liqueur, four (4) bottles of Hornitos Tequila, one (1) bottle of Glenlivet Whisky, one (1) bottle of Maple Japanese Liquor, and ten (10) bottles of Grey Goose Vodka. The ten (10) bottles of Grey Goose Vodka were purchased from an undercover Metro detective who sold the bottles to **M R Beauty** as purportedly stolen property. **M R Beauty** obtained the other listed items from other sources.

13. Metro also found vast amounts of used merchandise scattered throughout **M R Beauty** (See attached **Exhibit 3**, which is incorporated herein by this reference as if set forth in full): laptops, PDA handheld units, GPS units, mobile telephones, televisions, computer equipment, stereo equipment, auto parts, compressors, sporting equipment, bicycles, motorized scooters, electric household goods, clothing, jewelry, sunglasses, toys, etc. Metro also found numerous boxes of open cigarettes, indicative of single cigarette sales. The store was also fully stocked with prepackaged and nonperishable food items. Two (2) laptops were identified as being stolen from a previously reported burglary.

14. Metro also found concealed behind and beneath the sales counter and on shelves for sale various drug paraphernalia items consisting of "choreboys" (scouring pad for use as a smoke pipe screen), razor blades, "rose vials" (crack or other pipes), mini-baggies, smoking screens, and glass pipes (See attached **Exhibit 4**, which is incorporated herein by this reference as if set forth in full). And, Metro found synthetic marijuana laced items, known as "spice" items, which Metro's Narcotic Unit identifies as Uniform Controlled Substances Schedule I drugs.

15. And, Metro found various products for re-sale marked with security stickers or other markings from local retail establishments, such as Walgreens, CVS, Kroger (a Smith's brand), that indicate that the products were stolen (See attached **Exhibit 5**, which is incorporated herein by this reference as if set forth in full).

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CAUSES OF ACTION

COUNT ONE
(Unlawful Operation of a Business—Dealing in Stolen Goods / Public or Chronic Nuisance)

16. Paragraphs 1 through 15 above are hereby realleged herein and made a part hereof by this reference as if set forth in full.

17. It is also alleged during the time period set forth above, **Hamou** caused, allowed, promoted, fostered, aided, enabled, exercised deliberate ignorance towards, or failed to abate a **public or chronic nuisance** by creating and permitting an environment in which illegal activity willfully occurred, to include **Hamou** and/or **E Z Market** repeatedly purchasing stolen property, including without limitation alcohol, and illegal drugs, and then offering to sell said property to the public all from the business premises of **M R Beauty** within the City of Las Vegas all in violation of LVMC § 6.02.330(H), the Nevada Revised Statutes, and/or applicable law.

COUNT TWO
(Unlawful Operation of a Package Sale Liquor Business Without Necessary Business Licenses)

18. Paragraphs 1 through 17 above are hereby realleged herein and made a part hereof by this reference as if set forth in full.

19. It is alleged that between on or about March 2012, and up to and including on or about June 21, 2012, **Hamou** operated a business (**M R Beauty**) in an unlawful, illegal, willful, and impermissible manner, to wit: **Hamou** and/or **M R Beauty** did repeatedly and knowingly advertise, commence, carry on, engage in or continue within the City of Las Vegas a **package liquor business** without a valid unexpired City business license issued pursuant to LVMC §§ 6.02.060(A), 6.50.280, and 6.02.370, the Nevada Revised Statutes, and/or applicable law.

COUNT THREE
(Unlawful Storage of Liquor in a Business Without a Necessary Business License)

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20. Paragraphs 1 through 19 above are hereby realleged herein and made a part hereof by this reference as if set forth in full.

21. It is alleged that between on or about March 2012, and up to and including on or about June 21, 2012, **Hamou** operated a business (**M R Beauty**) in an unlawful, illegal, willful, and impermissible manner, to wit: **Hamou** and/or **M R Beauty** did repeatedly and knowingly **store alcoholic beverages** on the commercial premises of **M R Beauty** within the City of Las Vegas without first obtaining and thereafter maintaining a valid City alcohol beverage related license that pertains to and authorizes such storage, in violation of LVMC § 6.50.455, the Nevada Revised Statutes, and/or applicable law.

COUNT FOUR
(Unlawful Operation of a Secondhand Dealer Business Without a Necessary Business License)

22. Paragraphs 1 through 21 above are hereby realleged herein and made a part hereof by this reference as if set forth in full.

23. It is alleged that between on or about March 2012, and up to and including on or about June 21, 2012, **Hamou** operated a business (**M R Beauty**) within the City of Las Vegas in an unlawful, illegal, willful, and impermissible manner, to wit: **Hamou** and/or **M R Beauty** did repeatedly and knowingly advertise, commence, carry on, engage in or continue in the City of Las Vegas a **secondhand dealer business** without first obtaining and thereafter maintaining a City business license for such business operation in violation of LVMC §§ 6.74.030, 6.02.060(A), and 6.02.370, the Nevada Revised Statutes, and/or applicable law.

SUBSTANTIVE LAW

LVMC § 6.02.330 provides in pertinent part [Unlawful Business Activity]:

> The licensee may be subject to disciplinary action by the City Council for good cause, which may, without limitation, include:
>
> . . .
>
> (A) The licensee or any of its principals is engaged, or has commenced, instituted, advertised, aided, carried on, continued or

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engaged, in a business, trade or profession without having obtained a valid license, an approval for suitability, a permit or a work card when such a person knew that one was required or under such circumstances that they reasonably should have known one was required, or has solicited, encouraged, caused or procured another to do so;

. . .

(H) **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; or

(I) 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. [Emphasis added.]

LVMC § 6.02.060 - Business license required.

(A) It is unlawful for any person to:

(1) Commence, institute, advertise, aid, carry on, engage in or continue in the City any business **without a valid unexpired license** issued pursuant to this Code;

(2) Cause, encourage, allow or permit another, on that person's behalf, to commence, institute, advertise, aid, carry on, engage in or continue in the City any business without a valid unexpired license issued pursuant to this Code; or

(3) Commence, institute, advertise, aid, conduct, manage or carry on, either permanently or temporarily, any business of any other person if the person who commences, institutes, advertises, aids, conducts, manages or carries on such business knows or should know that such other person is not licensed under this Title to commence, institute, advertise, aid, conduct, manage or carry on such business.

(B) Each day or portion thereof in which a violation of any provision of Subsection (A) of this Section is committed, continued or permitted constitutes a separate offense. [Emphasis added.]

LVMC § 6.02.350 provides [Acts and Omissions]:

A licensee under this Chapter shall be subject to disciplinary action not only for acts or omissions done by such licensee but also for acts and omissions done by the principals, managers, agents,

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representatives, servants or employees of such licensee. [Emphasis added.]

LVMC § 6.02.370 - Violations—Unlawful—Designated nuisance.

The doing of any act for which a license is required or the violation of any provision of this Title is declared to be unlawful. In addition, any such act or violation, if harmful to the safety, welfare, health, or peace of the residents and taxpayers of the City, constitutes a public nuisance per se, unless such act is done by a person who is authorized to do so by a license issued pursuant to this Title.

LVMC § 6.74.030 - License required.

No person shall:

(A) Engage in the business of a **secondhand dealer** without first obtaining and thereafter maintaining a valid unexpired license pursuant to this Code; or

(B) Advertise as a secondhand dealer unless the person holds a valid license to engage in such business. The number of the dealer's business license shall be included in all of his advertising material. [Emphasis added.]

LVMC § 6.50.280 - Alcoholic beverage sales—When prohibited.

No person shall engage in the business of selling alcoholic beverages, advertise the same or permit the consumption of alcoholic beverages on the premises of any business establishment without first obtaining and thereafter **maintaining a valid unexpired alcoholic beverage license** pursuant to this Code. [Emphasis added.]

LVMC § 6.50.455 - Storage of alcoholic beverages—Commercial establishments.

(A) Except as otherwise provided in Subsection (B), it is unlawful for any person to **store alcoholic beverages** on the premises of any commercial establishment subject to this Chapter unless the licensee of the establishment has obtained and maintains valid alcoholic beverage-related licenses that pertain to and authorize such storage.

(B) The prohibition contained in Subsection (A) does not apply to the storage of alcoholic beverages in preparation for an occasional company party, but only if:

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(1) The party is limited to employees and their guests; and

(2) The alcoholic beverages are removed from the premises before the next regularly scheduled business day. [Emphasis added.]

STANDARD OF EVIDENCE

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. [Emphasis added.]

PENALTY

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. [Emphasis added.]

. . . .

. . . .

. . . .

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LVMC § 6.05.010 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.

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 licenses that are 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 20th day of November, 2012.

RESPECTFULLY SUBMITTED:

By: _____
FLINN FAGG, Director
Department of Planning

Las Vegas City Attorney
495 S. Main St,. 6th Floor
Las Vegas, Nevada 89101

DATED this 20th day of November, 2012.

BRADFORD R. JERBIC
City Attorney
By: David E. Bailey

DAVID E. BAILEY
Deputy City Attorney
Nevada Bar No. 8955
495 S. Main Street, Sixth Floor
Las Vegas, NV 89101

Las Vegas City Attorney
495 S. Main St,, 6th Floor
Las Vegas, Nevada 89101

EXHIBIT 1

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

APPLICATION AND AFFIDAVIT FOR SEARCH WARRANT

Event #: 120515-1627

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

MAZEN HAMOU
ID#: 2600125
DOB: 03-19-1965 SS#: 571-95-8731

William Schoen, P# 4798, being first duly sworn, deposes and says that he is the affiant herein and is a Detective with the Las Vegas Metropolitan Police Department (LVMPD) presently assigned to the Special Investigations Section. That he has been employed with the LVMPD for the past 17 years and has been assigned to the Special Investigations Section for the past 10 years.

There is probable cause to believe that certain property hereinafter described will be found at the following described premises, to-wit: **a business called M R Beauty Supply & 99 Cent Store, located at 1935 E. Fremont Street, suite A, Las Vegas, Nevada, 89101. M R Beauty Supply & 99 Cent Store is located on the North side of Fremont just East of South Bruce Street. There is an ice cream truck storage lot located on the same parcel and directly to the North of the building which houses M R Beauty Supply & 99 Cent Store. The M R Beauty Supply & 99 Cent Store building is a one story brick building. The front entrance of the building faces South. Situated North (behind) the business is the ice cream truck storage lot office although M R Beauty Supply & 99 Cent Store shares the building with the ice cream truck storage lot office, they are separated by an interior wall and are entirely separate businesses. The M R Beauty Supply & 99 Cent Store is painted tan. Above the**

south facing entrance to the business are three signs. The signs read "SMOKE SHOP BEAUTY SUPPLY 99¢ & UP STORE", "SMOKE SHOP" and "GRAND OPENING" in red and blue lettering. The front of M R Beauty Supply & 99 Cent Store is lined with six south facing windows and two out swinging glass doors that open outward from each other. Each of the six windows have one sign that reads "SMOKE SHOP BEAUTY SUPPLY 99¢ & UP STORE" in red and blue lettering. The glass doors are covered by tan painted metal security doors. The numbers "1935" in black lettering are affixed on the wall, above the furthest west, south facing window. The numbers indicate the address of the building on Fremont Street.

The property referred to and sought to be seized consists of the following:

1. Marked 750 ml bottles of Grey Goose Vodka.

2. Marked 750 ml bottles of Ciroc Vodka.

3. Marked 750 ml bottles of Hennessey Cognac.

4. Marked 750 ml bottles of Patron Tequila. Some of these bottles may be packaged or stored in the form of 3 cases (12 bottles to a case).

5. Marked 12 oz. Chi Keratin Mist.

6. Marked 2.5 oz. Olay Pro X Age.

7. Marked Olay Pro Clear.

8. Large sums of U.S. Currency, as evidence of the crimes listed herein.

9. Any product or merchandise which bears any evidence of security labels, stickers, anti-theft devices, etc. which tend to show that said product was illegally obtained from another retail outlet other than M R Beauty Supply & 99 Cent Store.

10. Any merchandise in the business, which through means of an audit by the City of Las Vegas, cannot be verified was obtained legally.

and articles of personal property which would tend to establish the identity of persons in control of said premises, which items of property would consist in part of and include, but not limited to papers, documents and effects which tend to show possession, dominion and control over said premises, including but not limited to keys, canceled mail envelopes, rental agreements and receipts, utility and telephone bills, prescription bottles, vehicle registration, vehicle repairs and gas receipts. Items which tend to show evidence of motive and/or the identity of the perpetrator such as photographs and undeveloped film, insurance policies and letters, address and telephone records, diaries, governmental notices, whether such items are written, typed or stored on computer disc. Objects which bear a person's name, phone number or address.

The property hereinbefore described constitutes evidence which tends to demonstrate that the criminal offense of **Attempt Possession of Stolen Property – NRS 205.275 (3 Felony Counts)** has been committed.

In support of your affiant's assertion to constitute the existence of probable cause, the following facts are offered:

In March of 2012, LVMPD Detective W. Schoen was advised by LVMPD Intelligence Analyst T. Howe of a potential criminal issue with a business licensed for alcohol sales and gaming in the City of Las Vegas. Det. Schoen is assigned to the LVMPD Special

Investigations Section, which is tasked with investigating applicants and their sources of financing for various privileged business licenses, to include liquor and gaming. Additionally, Special Investigations Section Detectives investigate any criminality resulting from the operation of the aforementioned privileged licenses.

Analyst Howe advised Det. Schoen that an investigator with Albertsons loss prevention, Thomas Andersson, had identified a convenience store at 1109 Stewart Ave. that was selling what Andersson thought to be merchandise which was stolen from Albertsons. Analyst Howe advised that the investigator contacted LVMPD in June of 2011, but for reasons unknown, no action was taken.

In a subsequent statement obtained from Andersson on May 21st, 2012, Andersson stated the following to Det. Schoen:

On June 15, 2011, Andersson received an email from Ana Hernandez, a loss prevention specialist from another Albertsons store. The email stated that a customer had called Hernandez and complained that E Z Market on Stewart and 11th St. had items for sale in the store with Albertsons security stickers on them. (Security stickers are commonly used by retailers on high-loss items. These stickers identify the retailer from which the product originated and sometimes lists a phone number to call if the items are seen for sale in any location other than the one listed on the sticker). The customer had also stated that he/she purchased a 5 pack of Gillette razors from E Z Market for $3.29 and that

the package contained an Albertsons security sticker on it. Albertsons sells that item for $15.29, so the substantially marked down price leads a reasonable person to believe that the item may be stolen, especially given the fact that it had an Albertsons security sticker on it.

Then on June 17, 2011, Andersson entered the E Z market located at 1109 Stewart Ave. Las Vegas, NV, and made contact with a black male adult behind the counter who was working in the store. The man behind the counter identified himself as the owner, "Hailu", and engaged in a conversation with Andersson. Andersson asked Hailu why the shelves were so bare and Hailu said that he was running out of items to sell. Hailu asked Andersson if he knew anyone who had anything to sell. Andersson replied that he might know someone who had products for Hailu to sell and Hailu responded by giving Andersson a piece of paper with Hailu's name and phone number on it. While standing at the counter speaking with Hailu, Andersson said that he noticed several DVDs bearing security stickers from Walmart on them. Andersson then left the store.

On March 21, 2012, City of Las Vegas License Technician Bridget Babbington reported that the owner of record of E Z Market, Goitom Hailu, came into the City of Las Vegas Business Licensing Department to change his mailing address with the City. Hailu said that he has not been receiving his business licensing bills with the City because he hasn't been operating the store (E Z Market). Hailu reported to Babbington that he is leasing his store to another individual and has been doing so for the past 3 months. Babbington then

advised Hailu that it was not permissible for him to lease his store out to anyone else because liquor and gaming licenses are not transferrable and that the other person would have to undergo a licensing suitability investigation by LVMPD and receive approval from the City of Las Vegas. Hailu quickly recanted his previous statement and told Babbington that she misunderstood him. Hailu said that he merely wanted to add an individual to his license as a "key employee", which is someone who can act in the place of the owner in his absence.

Later that same day on March 21, 2012, City of Las Vegas Business License Officer Lon Grasmick conducted an inspection of E Z Market in response to Hailu's admission that he was no longer operating E Z Market. While there, Grasmick encountered Nabiail Nagi Dhalai, who identified himself by LVMPD Work Card, NV Driver License, Health Card and TAM Card, all bearing his picture on them. Grasmick questioned Dhalai about Hailu's involvement in the business and Dhalai said that Hailu rarely comes in because he has small children to attend to at home. Dhalai continued to say that Hailu will only come in if Dhalai needs time off from work. Dhalai said that he has worked at the E Z Market since October of 2011. Grasmick issued two Notices of Violation; One to Hailu and one to Dhalai. They were both based on Dhalai's failure to come forward for a suitability investigation for a key employee for E Z Market. Grasmick advised Dhalai that he had until April 4, 2012 to submit an application with the City of Las Vegas for key employee at the business. Both Babbington and Grasmick's contact with Hailu and Dhalai were reported to Det. Schoen.

Det. Schoen enlisted the assistance of LVMPD Officer C. Hartfield, who was to pose as a "booster" to the owner of E Z Market and purport to have stolen products for sale. A "booster" is a common street term for a person who steals merchandise from retail stores and then sells them for profit to others, typically unscrupulous merchants who fence the stolen product as if the product was obtained through legitimate suppliers. Additionally, Det. Schoen enlisted the assistance of a cooperating local grocery store, Smith's, to donate liquor and cigarettes in an effort to introduce said merchandise to the owner or operator of E Z Market and purport the merchandise as being stolen.

On April 4, 2012, under LVMPD event # 120404-2147, Officer Hartfield was working in an undercover capacity and made contact with a subject working at the E Z Market. Hartfield recognized the man as being Dhalai from a previous contact he had with him inside the E Z Market on March, 27, 2012 under event # 120327-4260 and also recognized him from a DMV photograph that Det. Schoen had provided him.

Dhalai greeted Hartfield and asked if he could help him. Hartfield replied that he was looking for something to drink and if the store had received any new shipment of alcohol. Dhalai replied that nothing new had arrived and that he was still waiting for his guy to come in, presumably meaning that his distributor hadn't made a delivery yet. Hartfield responded by telling Dhalai that he could get Dhalai some product and that he was "Trying to move some shit, man. If you interested". Dhalai said that he was interested,

especially in cigarettes. Hartfield asked Dhalai what kind of cigarettes he needed and Dhalai said that he could use whatever Dhalai had in stock behind the store counter. Hartfield asked if Dhalai wanted whole cartons of cigarettes and Dhalai said that he would take whatever Hartfield could provide. Dhalai continued by saying that if he wasn't interested in buying the cigarettes that Hartfield obtained, Dhalai knew someone who would buy the cigarettes from Hartfield. As their conversation ended, Dhalai introduced himself as "Nate" and Hartfield exited the store.

On April 16, 2012, Dhalai submitted his application with the City of Las Vegas Business License Department for suitability as a key employee for E Z Market. That liquor and gaming suitability investigation was routed to Det. Schoen for investigation.

Later, on April 16, 2012, under LVMPD event #120416-1570, while in an undercover capacity, Officer Hartfield went to E Z Market at 1109 Stewart. While there, Hartfield made contact with Dhalai. Hartfield told Dhalai the he had some items for sale as they had previously discussed, specifically liquor and cigarettes. Interested in purchasing the items, Dhalai followed Hartfield to his car and observed the following in the back seat:

1. 2 cartons of Marlboro Red Hardpack cigarettes (each containing 10 packs of cigarettes)
2. 14 (750 ml) bottles of Grey Goose Vodka (12 of which were capped with anti-theft security caps)

3. 8 (750 ml) bottles of Ciroc Vodka (4 of which were capped with anti-theft security caps)
4. 4 (750 ml) bottles of Jack Daniels Whiskey (3 of which were capped with anti-theft security caps)

Dhalai told Hartfield that he was interested in the cigarettes, but not the liquor. Dhalai asked Hartfield how much he wanted to sell the cartons of cigarettes for and Hartfield replied $20.00 per carton. Dhalai agreed to purchase the two cartons for $20.00 each. Dhalai took the two cartons of cigarettes and the two then went back inside the store, Dhalai retrieved two, twenty dollar bills from his pocket and handed them to Hartfield.

Dhalai advised Hartfield that he knew someone who would be interested in buying the liquor he had for sale and directed Hartfield to 1935 Fremont St. Dhalai told Hartfield to go to that location and ask for "Mike". Hartfield agreed and his attention was turned to a white female in the store who Dhalai introduced Hartfield to. The female verbally identified herself as "Missy".

(A subsequent investigation revealed that Missy was in fact Melissa Hayges, ID# 2810233. Hayges was wanted for Petit Larceny out of LVMPD's jurisdiction and had priors out of Nevada, Pennsylvania and Florida for numerous counts of petty theft, larceny and retail theft. Hayges was later arrested again for Petit Larceny in Las Vegas and eventually extradited to Pennsylvania for outstanding warrants for theft)

Hayges and Hartfield then carried on a conversation at the front counter of E Z Market in front of Dhalai and within his earshot. Hayges told Hartfield that she was a "booster" and asked Hartfield if he had a ride and an ID. Hartfield asked Hayges where she got her stuff from and she said that she obtained it from Lowes, Home Depot, Wal-Mart and other stores.

Hayges explained her technique of theft and recruiting others with identification to return the stolen items to the stores. Since the items Hayges and her recruits were returning had been stolen they did not have receipts for the return. It is the policy of many stores to only give gift cards with store credit back to customers who return items without receipts. The gift cards were essentially fraudulent because the items returned for the gift cards were never paid for and were in fact stolen. Hartfield told Hayges that he was busy, but that they could speak later. Hayges provided Hartfield with her telephone number and they parted ways.

Hartfield continued to operate in an undercover capacity, and as directed by Dhalai, Hartfield went to 1935 E Fremont. The business Hartfield went to was called M R Beauty Supply & 99 Cent Store. Hartfield entered the business and observed Hayges was already at the business. As Hartfield approached an employee working inside the business, he overheard a conversation between Hayges and the employee. Hayges asked the employee if Mike was in the business. The employee informed Hayges that

Mike was not at the business at that time. Hayges told the employee she was supposed to go "boost" some products from Wal-Mart and Home Depot and later provide Mike with gift cards. Hayges informed the employee Mike usually "fronted" her money to ride the bus and return with the gift cards. Front is a common street term used when one person gives another person something of value, but they expect compensation in return at a later time. The employee gave Hayges a bus pass. Hayges informed the employee she would be back later and exited the business. Hartfield was not able to contact Mike during that operation.

Based on the fact Dhalai referred Hartfield to Mike and the conversation Hartfield overheard between Hayges and an employee at M R Beauty Supply & 99 Cent Store it was apparent "Mike" was predisposed to conducting illegal activities at the business.

A subsequent investigation revealed that M R Beauty Supply & 99 Cent Store located at 1935 E Fremont LV, NV 89101 and Hookah Palace located at 1030 E Flamingo LV, NV 89119 were owned by Mazen Hamou, ID#2600125. This information was confirmed by both the City of Las Vegas Business Licensing Division and Clark County Business Licensing, respectively.

On May 15, 2012, under LVMPD event #120515-1627 Hartfield was operating in an undercover capacity as a booster and returned to M R Beauty Supply & 99 Cent Store at 1935 E Fremont. Hartfield recognized the man as being Mazen Hamou from a DMV

photograph that Det. Schoen had provided him. Hamou introduced himself to Hartfield as "Mike".

Hartfield informed Hamou, he had some "stuff" for sale. Hamou followed Hartfield to the parking lot of to M R Beauty Supply & 99 Cent Store where Hartfield's undercover vehicle was parked. Hartfield opened the back door of his undercover vehicle and showed Hamou the following items:

1. 11 (750 ml) bottles of Grey Goose Vodka (2 of which were capped with anti-theft security caps)
2. 3 (750 ml) bottles of Ciroc Vodka
3. 3 (750 ml) bottles of Hennessey Cognac
4. 2 (12 oz.) bottles of Chi Keratin Mist
5. 1 box containing (2.5 oz.) Olay Pro X Age Repair
6. 1 Olay Pro X Clear

After viewing the products in the backseat of Hartfield's undercover vehicle, Hamou asked, "How Much"? Hartfield told Hamou he wanted $200 for the aforementioned products. Hamou told Hartfeld that $200 was too much. Hamou informed Hartfield he could obtain a case of Grey Goose for $120 from Southern Wine and Spirits. After negotiations Hamou agreed to pay Hartfield $90 for all of the aforementioned products. Hamou and Hartfield carried the purported stolen products from the undercover vehicle into the business. They placed the purported stolen products into a storage room inside the

business. Hamou used a t-shirt to cover the box containing the bottles with the security caps. Hamou removed $90 U.S. currency from his pocket and gave it to Hartfield as payment for the purported stolen property.

Hartfield asked Hamou what he needed if he were to return to the business. Hamou informed Hartfield he needed "Patron" for his night club at Flamingo and Cambridge. Hartfield exited and left the business. Hartfield's encounter with Hamou was recorded in both audio and video formats.

narker.

A reasonable person would believe that Hamou had knowledge that the liquor and cosmetic items he purchased were stolen because:

1. The liquor was presented to Hamou for sale out of the back seat of a car, not a reputable distributor which Hamou would typically deal with.

2. 2 out of the 17 liquor bottles sold to Hamou still contained anti-theft security caps on the necks of the bottles. The security caps lock on top of the liquor bottles and once engaged, a person cannot easily remove them. According to representatives of Smith's, the caps are always removed at the time of purchase by Smith's cashiers with a proprietary key which Smith's cashiers posses. The security caps are always retained for future use by Smith's and the keys for said caps are only available for purchase to businesses by the manufacturer of the caps.

3. Hamou purchased the bottles of liquor far below market cost, for less than $10.00

each, when in fact Smith's pays $25.53 per bottle of Grey Goose Vodka and resells them for $36.49 per bottle. He also purchased the bottles of Ciroc Vodka for less than $10.00 each, when in fact Smith's pays $25.83 per bottle and resells them for $36.99 per bottle. Hamou also purchased the bottles of Hennessey Cognac for less than $10 each, when in fact Smith's pays $25.00 per bottle and resells them for $35.99 per bottle. Smith's cost for the four cosmetic products alone was $72.52, with a retail value of $120.94. With the buying power of a large retail chain such as Smith's, it is extremely unlikely that a reputable person would sell those items to Hamou for anything less than what Smith's could buy them for at their cost.

4. Being the owner of a businesses that sell liquor and cosmetic supplies Hamou should have working knowledge of the retail value of the items he purchased from Hartfield.

On June 18, 2012, while in an undercover capacity, Officer Hartfield returned to M R Beauty Supply & 99 Cent Store located at 1935 E Fremont posing as a booster. Hartfield entered the business and ask the clerk if "Mike" a.k.a. Hamou was around. Hamou was not at the business, but the clerk called Hamou from the business telephone and handed it to Hartfield. Hamou and Hartfield spoke on the telephone. Hartfield informed Hamou he had the Patron Hamou had asked for on May 15, 2012. Hamou informed Hartfield he was at E Z Market located at 1109 E. Stewart and asked Hartfield to meet him there.

Hartfield drove to E Z Market and parked in front of the business, behind a 1994 Mercedes bearing Nevada license plates of 415XYL. The Mercedes was registered to Hamou.

Hartfield entered E Z Market and observed Hamou was working behind the counter of the business. Hamou asked Hartfield if he had over 20 bottles of Patron. When Hartfield informed him he did have over 20 bottles, Hamou followed Hartfield to the undercover vehicle where Hartfield presented the following for sale:

1. 2 cases of Patron Tequila. Each case contained 12 (750 ml) bottles (24 bottles total)
2. 4 (750 ml) bottles of Grey Goose Vodka (all of which were capped with anti-theft security caps)

Hamou reached into the vehicle, opened one of the cases of Patron and inspected one of the bottles. Once Hamou was satisfied as to the authenticity of the Patron, he asked Hartfield, "How Much"? Hartfield told Hamou he wanted $10 a bottle for the Patron and Grey Goose. Hamou agreed to the price and both Hamou and Hartfield moved the product from the undercover vehicle to inside the trunk of Hamou's Mercedes. Hamou and Hartfield went back into the store where Hamou paid Hartfield $280 in cash for the twenty-eight bottles of liquor.

Hartfield noticed Dhalai was not at E Z Market and asked Hamou where "Nate" a.k.a. Dhalai was. Hamou informed Hartfield Dhalai had temporarily gone to Yemen. Hamou informed Hartfield, he (Hamou) owned E Z Market and M R Beauty Supply & 99 Cent Store, and would be working at E Z Market until Dhalai returned. After their conversation Hartfield exited and left the business. Hartfield's encounter with Hamou was recorded in

both audio and video formats.

A reasonable person would believe that Hamou had knowledge that the liquor items he purchased were stolen because:

1. The liquor was presented to Hamou for sale out of the back seat of a car, not a reputable distributor which Hamou would typically deal with.

2. All 4 of the Grey Goose Vodka liquor bottles sold to Hamou still contained anti-theft security caps on the necks of the bottles. The security caps lock on top of the liquor bottles and once engaged, a person cannot easily remove them. According to representatives of Smith's, the caps are always removed at the time of purchase by Smith's cashiers with a proprietary key which Smith's cashiers posses. The security caps are always retained for future use by Smith's and the keys for said caps are only available for purchase to businesses by the manufacturer of the caps.

3. Hamou purchased the bottles of liquor far below market cost, for $10.00 each, when in fact Smith's pays $25.53 per bottle of Grey Goose Vodka and resells them for $36.49 per bottle. He also purchased the bottles of Patron Tequila for $10.00 each, when in fact Smith's pays $34.25 per bottle and resells them for $48.99 per bottle. With the buying power of a large retail chain such as Smith's, it is extremely unlikely that a reputable person would sell those items to Hamou for anything less than what Smith's could buy them for at their cost.

4. Being the owner of a businesses that sell liquor and cosmetic supplies Hamou

should have working knowledge of the retail value of the items he purchased from Hartfield.

On June 19, 2012, under LVMPD event #120619-2787, Hartfield was operating in an undercover capacity as a booster and returned to M R Beauty Supply & 99 Cent Store at 1935 E Fremont. Hartfield contacted Hamou inside the business. Hartfield informed Hamou he had more Patron and Grey Goose, specifically one case (twelve bottles) of Patron and two bottles of Grey Goose. Hamou and Hartfield agreed on a price of $10 per bottle for a total of $140 for all of the bottles. Hamou removed $138 in cash from his register as it was all he had. Hartfield agreed to exchange the liquor for the $138.

Hamou and Hartifield walked outside to the parking lot of the business. Hartfield pulled his vehicle next to Hamou's Mercedes and presented the following items for sale:

1. 1 case of Patron Tequila. The case contained 12 (750 ml) bottles (24 bottles total)
2. 2 (750 ml) bottles of Grey Goose Vodka (all of which were capped with anti-theft security caps)

Hamou asked Hartfield to load the liquor into the trunk of the Mercedes. As Hartfield loaded the liquor into the vehicle, he observed the liquor he sold to Hamou on June 18, 2012 was still in the trunk. After Hartfield loaded the liquor into the trunk of Hamou's

Mercedes, Hamou paid him the $138 in exchange for the liquor. Hamou went back into the business and Hartfield left the business. Hartfield's encounter with Hamou was recorded in both audio and video formats.

A reasonable person would believe that Hamou had knowledge that the liquor items he purchased were stolen because:

1. The liquor was presented to Hamou for sale out of the back seat of a car, not a reputable distributor which Hamou would typically deal with.

2. Both of the Grey Goose Vodka liquor bottles sold to Hamou still contained anti-theft security caps on the necks of the bottles. The security caps lock on top of the liquor bottles and once engaged, a person cannot easily remove them. According to representatives of Smith's, the caps are always removed at the time of purchase by Smith's cashiers with a proprietary key which Smith's cashiers posses. The security caps are always retained for future use by Smith's and the keys for said caps are only available for purchase to businesses by the manufacturer of the caps.

3. Hamou purchased the bottles of liquor far below market cost, for $10.00 each, when in fact Smith's pays $25.53 per bottle of Grey Goose Vodka and resells them for $36.49 per bottle. He also purchased the bottles of Patron Tequila for $10.00 each, when in fact Smith's pays $34.25 per bottle and resells them for $48.99 per bottle. With the buying power of a large retail chain such as Smith's, it is extremely unlikely that a reputable person would sell those items to Hamou for anything less than what Smith's

could buy them for at their cost.

4. Being the owner of a businesses that sell liquor and cosmetic supplies Hamou should have working knowledge of the retail value of the items he purchased from Hartfield.

Hamou paid a total of $508 for the liquor and cosmetic products he purchased from Hartfield. Smith's retail value of the same liquor and cosmetic products was $1,982.58. Smith's cost to purchase the same liquor and cosmetic products was $1386.18. All monies paid to Ofc. Hartfield were impounded as evidence.

Based on the fact that on 3 occasions (over a several week period) Hamou has purchased liquor and cigarettes under circumstances which a reasonable person would believe the merchandise was stolen, a search warrant is requested for 1935 E Fremont Suite #A.

* It is requested that Auditors from the City of Las Vegas be allowed entry into the business to jointly (along with LVMPD) obtain and gather documents, files, invoices, business records, bills of lading, product inventories, etc., as well as take physical inventory of current product on hand inside the business for the purpose of auditing M R Beauty Supply and 99 Cent Store.

* It is requested that representatives from Smith's be allowed entry into the business solely for the purpose of assisting police in identifying suspected stolen merchandise which may

have been taken from their stores. Additionally, it is requested that if police encounter any merchandise which may be stolen, that representatives of the retailer from which the merchandise is suspected to have originated from be allowed entry into the business. Said representatives would be allowed entry into the business solely for the purpose of assisting police in identifying whether or not the suspect merchandise was stolen from their respective stores.

WHEREFORE, affiant requests that a Search Warrant be issued directing a search for and seizure of the aforementioned items at the location set forth herein.

William Schoen, AFFIANT

Subscribed and sworn to before me this 20th **day of** June , 2012

JUDGE

RAVI BAWA
Approved by:

SEARCH WARRANT

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

MAZEN HAMOU
ID#: 2600125
DOB: 03-19-1965 SS#: 571-95-8731

The State of Nevada, to any Peace Officer in the County of Clark. Proof by Affidavit having been made before me by William Schoen, P# 4798, said Affidavit attached hereto and incorporated herein by reference, that there is probable cause to believe that certain property, namely

1. **Marked 750 ml bottles of Grey Goose Vodka.**

2. **Marked 750 ml bottles of Ciroc Vodka.**

3. **Marked 750 ml bottles of Hennessey Cognac.**

4. **Marked 750 ml bottles of Patron Tequila. Some of these bottles may be packaged or stored in the form of 3 cases (12 bottles to a case).**

5. Marked 12 oz. Chi Keratin Mist.

6. Marked 2.5 oz. Olay Pro X Age.

7. Marked Olay Pro Clear.

8. Large sums of U.S. Currency, as evidence of the crimes listed herein.

9. Any product or merchandise which bears any evidence of security labels, stickers, anti-theft devices, etc. which tend to show that said product was illegally obtained from another retail outlet other than M R Beauty Supply & 99 Cent Store.

10. **Any merchandise in the business, which through means of an audit by the City of Las Vegas, cannot be verified was obtained legally.**

and limited items of personal property which would tend to establish a possessory interest in the items seized pursuant to this search warrant, such as personal identification, photographs, utility receipts or addressed envelopes, are presently located at **a business called M R Beauty Supply & 99 Cent Store, located at 1935 E. Fremont Street, suite A, Las Vegas, Nevada, 89101. M R Beauty Supply & 99 Cent Store is located on the North side of Fremont just East of South Bruce Street. There is an ice cream truck storage lot located on the same parcel and directly to the North of the building which houses M R Beauty Supply & 99 Cent Store. The M R Beauty Supply & 99 Cent Store building is a one story brick building. The front entrance of the building faces South. Situated North (behind) the business is the ice cream truck storage lot office although M R Beauty Supply & 99 Cent Store shares the building with the ice cream truck storage lot office, they are separated by an interior wall and are entirely separate businesses. The M R Beauty Supply & 99 Cent Store is painted tan. Above the south facing entrance to the business are three signs. The signs read "SMOKE SHOP BEAUTY SUPPLY 99¢ & UP STORE", "SMOKE SHOP" and "GRAND OPENING" in red and blue lettering. The front of M R Beauty Supply & 99 Cent Store is lined with six south facing windows and two out swinging glass doors that open outward from each other. Each of the six windows have one sign that reads "SMOKE SHOP BEAUTY SUPPLY 99¢ & UP STORE" in red and blue lettering. The glass doors are covered by tan painted**

metal security doors. The numbers "1935" in black lettering are affixed on the wall, above the furthest west, south facing window. The numbers indicate the address of the building on Fremont Street.

And as I am satisfied that there is probable cause to believe that said property is located as set forth above and that based upon the affidavit attached hereto there are sufficient grounds for the issuance of the Search Warrant.

You are hereby commanded to search forthwith said premises for said property, serving this warrant between the hours of 7:00 A.M. and 7:00 P.M., and if the property is there to seize it, prepare a written inventory of the property seized, and make a return for me within ten days.

Dated this 20th day of June , 2012

JUDGE

120515-1627

RETURN

(Must be made within 10 days of issuance of Warrant)

The Search and Seizure Warrant authorizing a search and seizure at the following described location(s):

MR BEAUTY SUPPLY & 99 CENT STORE
1935 FREMONT ST LV, NV 89101

was executed on 6/21/12
(month, day, year)

A copy of this inventory was left with AT SCENE / PLACE OF SEARCH
(name of person or "at the place of search")

The following is an inventory of property taken pursuant to the warrant:

1 CIROC VODKA - [redacted]
3 CASES OF PATRON TEQUILA
6 GREYGOOSE VODKA
10 GREY GOOSE VODKA
3 CIROC VODKA
1 HENNESSY COGNAC
2 CLAY PRODUCTS
2 MS CEO CARTONS OF CIGARETTES
1 RUGER PISTOL # 661-80244
2 RUGER MAGAZINES & 8 ROUNDS OF AMMO
1 DELL LAPTOP # 9Q2TCN1
1 SAMSUNG TABLET # RG1BA256YYT
1 BOMBAY SAPPHIR GIN
1 EQUALINE FOOT SPRAY
2 SECRET DEODORANT
1 RED ZONE DEODORANT
1 PACK (20) HOMELIFE AA BATTERIES
1 EQUALINE DIETARY SUPPLEMENT
1 PACK OF SOCKS
1 PACK OF BATTERIES
1 PACK OF ASPRIN
8 EQUATE CANS OF SUNSCREEN
1 DOM LIQUER
4 HORNITOS TEQUILA
1 THE GLENLIVIT WHISKEY
1 NEVADA DMV REGISTRATION MAZEN HAMOU
14.9 ~~GRAMS~~ POUNDS GROSS OF GREEN LEAFY SUBSTANCE BELIEVED TO BE SYNTHETIC CANNABIS
22.3 ~~GRAMS~~ POUNDS GROSS - GREEN LEAFY SUBSTANCE BELIEVED TO BE SYNTHETIC CANNABIS
MISC MAIL
4 CARTONS MISC CIGARETTES
MISC GLASS SMOKING PIPES
MISC CANS OF SODA - BIG K
MISC BOTTLES OF KETCHUP - KROGER
6 JUGS OF MILK - MOUNTAIN DAIRY
MISC PERISHABLE FOOD ITEMS
CHORE BOY STEEL WOOL
1 NV EBT CARD # 5077159008517428
1 NV EBT CARD # 5077159006891445
1 NV EBT CARD # 5077159008096159
1 NV EBT CARD # 5077159007138796
1 NV EBT CARD # 5077159[redacted]0015387335

This inventory was made by:

K. NOGLE #8051, W. SCHOEN 4798
(at least two officers including affiant if present. If person from whom property is taken is present include that person.)

LVMPD 718 (REV. 5-04)

120515-1627

RETURN

(Must be made within 10 days of issuance of Warrant)

The Search and Seizure Warrant authorizing a search and seizure at the following described location(s):

M R BEAUTY SUPPLY & 99 CENT STORE
1935 FREMONT ST LV, NV 89101

was executed on 6/21/12
(month, day, year)

A copy of this inventory was left with AT SCENE / PLACE OF SEARCH
(name of person or "at the place of search").

The following is an inventory of property taken pursuant to the warrant:

1 NV EBT CARD # 5077 159 008 666 514
1 NV EBT CARD # 5077 159 009 520 025
1 NV EBT CARD # 5077 159 009 241 762
1 PHOTOGRAPH

This inventory was made by:

K. NOGLE 8051 W. SCHOEN 4798
(at least two officers including affiant if present. If person from whom property is taken is present include that person.)

LVMPD 718 (REV. 5-04)

EXHIBIT 2

Reynolds
CARPET

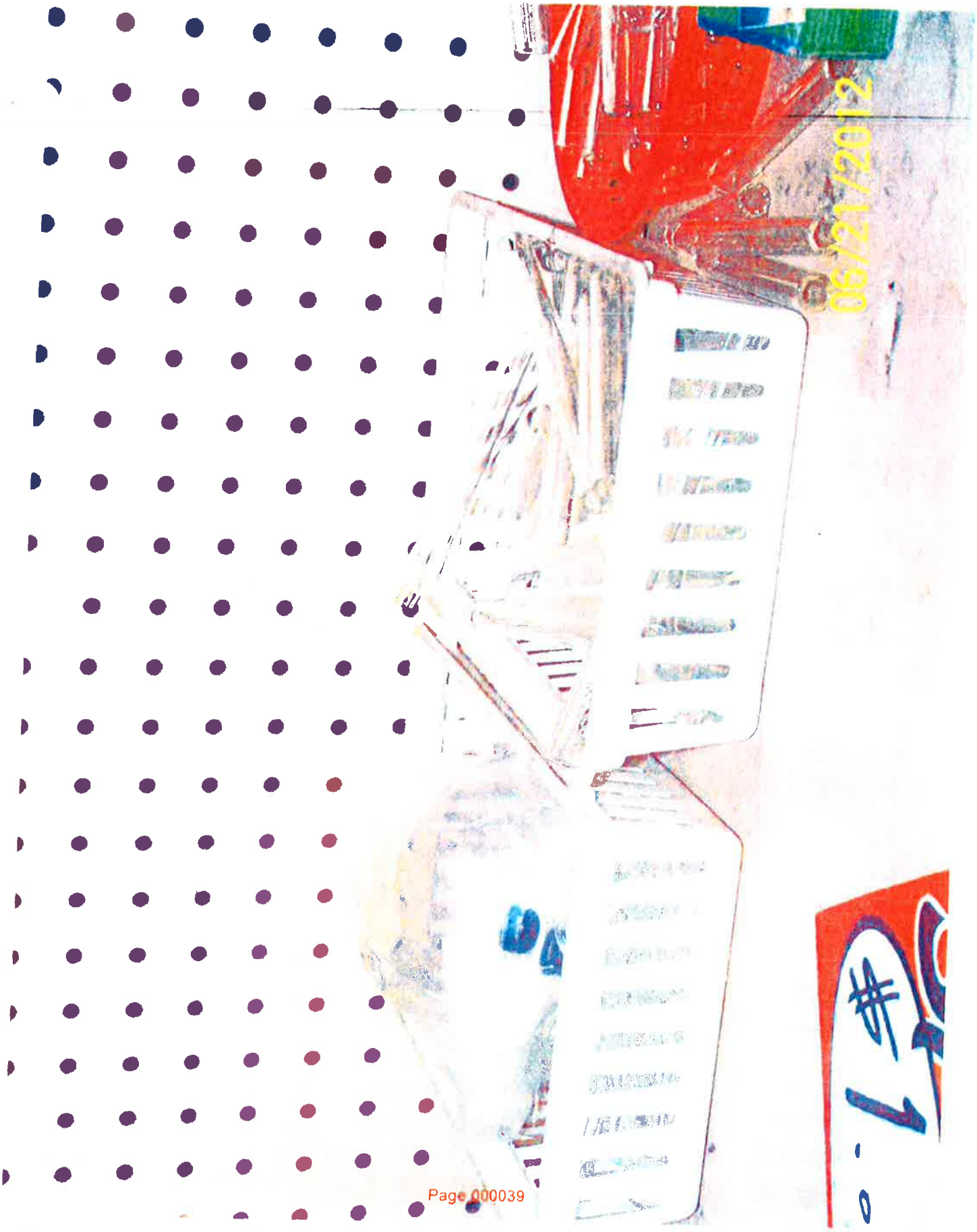
EXHIBIT 3

REFUSE SERVICE
TO ANYONE
All electronics
AS IS
NO Refunds Thank You
Mike
06/21/2012

XEROX 4050

EXHIBIT 4

TOOTHPICKS
Special
$1.00
06/21/2012


06/21/2012

STRAW-
BERRY
06/21/2012

STRAW BERRY
06/21/2012

SCREWDRIVER
06/21/2012

Love Roses

PARADISE 15X
HYDRO 421
1G
HYPNOTIK
1G

EXHIBIT 5

C 4
Walgreens
IF FOUND AT
OTHER OUTLETS CALL
1-800-666-5677
Energizer
Energizer
Energizer
06/21/2012

CVS
NAIL
COLOR

Secret
Secret
athlete's foot
Powder spray
Dagger
EQUAL
Ultimate Men's
CENTURY MATURE
Dietary Supplement
long lasting
alkaline

Walgreens
EFC188/6W
66029-6
BC
FAST PAIN REL
BC
FAST PAIN REL
8 POWDERS

FRENCH
ACRYLIC
SCULPTURE KIT
BRING THE SALON HOME™
CVS
STORE #8819
4800 W. Charleston Blvd.
Longer Nail Bed
Perfect White Tip

Rich Tomato Flavor
Rich Tomato Flavor
Kroger
TOMATO
Ketchup
Kroger
TOMATO
Ketchup
Harvest
06/21/2012

2 BOX TOPS
Mustard
Mustard
Mustard
VIENNA ORIGINAL SAUSAGE
VIENNA ORIGINAL SAUSAGE
VIENNA ORIGINAL SAUSAGE
VIENNA ORIGINAL SAUSAGE
06/21/2012

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.

MAZEN HAMOU, d/b/a M R BEAUTY SUPPLY & 99 CENT STORE,

Respondent.

2012 DEC 11 P 2:39

RECEIVED
CITY CLERK

ORDER APPROVING
COMPLAINT AND NOTICE OF HEARING

TO: MAZEN HAMOU, d/b/a M R BEAUTY SUPPLY & 99 CENT STORE, Respondent:

The Complaint for Disciplinary Action by the DEPARTMENT OF PLANNING on behalf of the CITY OF LAS VEGAS, NEVADA, against you dated November 20, 2012, a copy of which is attached to this Order and Notice, having come before the City Council of the City of Las Vegas, Nevada, at its regular meeting held on December 5, 2012, and the Council being satisfied that probable grounds exist for disciplinary action against you as alleged in the Complaint for Disciplinary Action;

IT IS ORDERED that the issuance of the Complaint for Disciplinary Action and a hearing on the Complaint for Disciplinary Action are approved.

YOU ARE HEREBY NOTIFIED that the hearing will be held before the City Council of the City of Las Vegas, Nevada, at the Council Chambers, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101, on January 9, 2013, beginning at the hour of 9 a.m., or as soon thereafter as the matter can be heard.

The hearing will be upon the charges in the Complaint for Disciplinary Action which has been served upon you. You may be present at the hearing and you may be represented by a lawyer. You may present any relevant evidence you have, and you will be given full opportunity to cross examine all witnesses testifying against you.

Las Vegas City Attorney
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101
702-229-6629

YOU ARE FURTHER NOTIFIED that within twenty (20) days after service of the Complaint for Disciplinary Action, but not later than five (5) days before the hearing date, you must file with the City Clerk, Second Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101, and serve a copy upon the City Attorney of your answer to the charges made in the Complaint for Disciplinary Action, and set forth any affirmative defenses you intend to raise.

YOU ARE ALSO NOTIFIED that your failure to file an answer to the Complaint for Disciplinary Action or to appear at the hearing shall constitute an admission to all the matters contained in the Complaint for Disciplinary Action as provided by Las Vegas Municipal Code § 6.88.100.

DATED this 5TH day of December, 2012.

THE CITY COUNCIL OF THE
CITY OF LAS VEGAS, NEVADA

By: _____
CAROLYN G. GOODMAN
Mayor

APPROVED AS TO LEGAL FORM:

Attest: By _____
BEVERLY K. BRIDGES, MMC, City Clerk

_____
DAVID E. BAILEY
Deputy City Attorney

12-6-2012
Date

Las Vegas City Attorney
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101
702-229-6629

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.

MAZEN HAMOU, d/b/a M R BEAUTY SUPPLY & 99 CENT STORE,

Respondent.

2012 DEC -6 P 3:46

RECEIVED
CITY CLERK

COMPLAINT FOR DISCIPLINARY ACTION

The DEPARTMENT OF PLANNING, on behalf of the CITY OF LAS VEGAS, NEVADA ("**Department**" or "**City**"), Petitioner, brings this Complaint for Disciplinary Action against MAZEN HAMOU, d/b/a M R BEAUTY SUPPLY & 99 CENT STORE ("**Hamou**" or "**M R Beauty**"), 1935 Fremont Street, Suite A, Las Vegas, Clark County, Nevada, 89101, Respondent, and states:

Respondent **Hamou/M R Beauty** holds licenses C15-00390-3-140922/Convenience Store and C05-02601-C-140922/Tobacco.

INTRODUCTION

1. **Hamou** is the sole owner **M R Beauty**.

2. No later than on or about April 16, 2012, and continuing until on or about June 21, 2012, **Hamou** operated **M R Beauty** and continued to operate it in an unlawful manner, to wit: **Hamou** and/or representatives of **M R Beauty** purchased, acquired, possessed, and sold stolen property and illegal drugs from the business premises of **M R Beauty** within the City of Las Vegas, which conduct also constituted a **public or chronic nuisance** in violation of applicable State law and Las Vegas Municipal business licensing codes.

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495 S. Main St,, 6th Floor
Las Vegas, Nevada 89101

3. During the same time period as set forth above, **Hamou** operated **M R Beauty** and continued to operate it in an unlawful, illegal, willful, and impermissible manner, to wit: **Hamou** and/or representatives of **M R Beauty** purchased, acquired, possessed, and sold purportedly stolen liquor from the business premises of **M R Beauty**, without necessary City business licenses for **package alcohol sales**, in violation of applicable State law and Las Vegas Municipal business licensing codes.

4. During the same time period as set forth above, **Hamou** operated and continued to operate it in an unlawful, illegal, willful, and impermissible manner, to wit: **Hamou** and/or **M R Beauty** did repeatedly and knowingly **store alcoholic beverages** on the commercial premises of **M R Beauty** within the City of Las Vegas without first obtaining and thereafter maintaining a valid City alcohol beverage related license that pertains to and authorizes such storage, in violation of applicable State law and Las Vegas Municipal business licensing codes.

5. During the same time period as set forth above, **Hamou** operated **M R Beauty** and continued to operated it in an unlawful, illegal, willful, and impermissible manner, to wit: **Hamou** and/or **M R Beauty** did repeatedly and knowingly advertise, commence, carry on, engage in or continue in the City of Las Vegas a **secondhand dealer business** without first obtaining and thereafter maintaining a City business license for such business operation in violation of applicable Las Vegas Municipal business licensing codes and/or applicable law.

SUMMARY OF ALLEGATIONS

6. Beginning in or about March 2012, undercover Las Vegas Metropolitan Police Department (hereinafter "**Metro**") personnel were investigating a separate convenience store, E Z Market, located at 1109 Stewart Avenue in Las Vegas, for purchasing and then re-selling stolen goods, including without limitation cigarettes and alcohol. Metro learned at a later date that **Hamou** (**M R Beauty's** owner) was involved with E Z Market and he purportedly entered into an

. . . .

Las Vegas City Attorney
495 S. Main St,, 6th Floor
Las Vegas, Nevada 89101

unlawful lease to own and operate E Z Market as a co-tenant without obtaining the necessary City business licenses required to lawfully operate the store.

7. On April 16, 2012, a representative of E Z Market purchased purportedly stolen cigarettes from an undercover Metro officer at a price well below wholesale value and brought the cigarettes into E Z Market and behind the counter. The E Z Market representative at first stated that E Z Market did not want to buy the purportedly stolen liquor that the undercover officer also offered for sale. However, the E Z Market representative stated that he knew someone at 1935 Fremont Street (which is **M R Beauty's** address) that would be interested, and he directed the undercover officer to go to **M R Beauty** and ask for "Mike". The undercover officer went to **M R Beauty** but "Mike" was not available.

8. On May 15, 2012, the undercover officer returned to **M R Beauty** and introduced himself to **Hamou** aka "Mike". The undercover officer recognized **Hamou as** "Mike" from a DMV photo. The officer informed **Hamou** that he had some "stuff" for sale. **Hamou** followed the undercover officer to the officer's car where the officer showed **Hamou** several bottles of hard liquor and some beauty products. A price was agreed upon and **Hamou** purchased the items for $90 cash, but the products had a legitimate retail value of $741.27 and a legitimate wholesale cost of approximately $500 (11 bottles of Grey Goose Vodka, 2 of which were capped with anti-theft security caps-- actual legitimate retail value $36.49 per bottle with a wholesale value of $25.53; 3 bottles of Ciroc Vodka—actual legitimate retail value $35.99 per bottle with a wholesale value of $25.00; 3 bottles of Hennessey Cognac—actual legitimate retail value $36.99 per bottle with a wholesale value of $25.83, 2 bottles of Chi Kerain Mist; 1 bottle of Olay Pro X Age Repair; and 1 Olay Pro X Clear—actual legitimate retail value for the Chi Kerain Mist and Olay products $120.94 with a wholesale value of $72.52). **Hamou** placed the purported stolen items in **M R Beauty's** storage room. With **Hamou** being the owner of a business that sells liquor and cosmetic supplies, **Hamou** would have knowledge of the legitimate cost thereof from a reputable and legal source.

Las Vegas City Attorney
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Las Vegas, Nevada 89101

9. The security capped liquor was provided by Smith's Food and Drug Stores ("**Smith's**") to Metro to assist with stolen property investigations. The security caps are always removed by Smith's employees with a special key upon purchase by customers and retained by Smiths for re-use on other bottles. The security caps do not leave the legitimate retail store unless the related goods are stolen.

10. **Hamou** also told the officer that he would purchase from the officer the hard liquor "Patron" if the officer could obtain it. The undercover officer returned to **M R Beauty** on June 18, 2012, and asked to speak to **Hamou**. **Hamou** was not available but the clerk called **Hamou** on the phone. The undercover officer told **Hamou** that he had the Patron that **Hamou** requested. **Hamou** told the officer that he was at E Z Market and asked the officer to meet him there. **Hamou** was working behind the counter at **E Z Market** when the undercover officer arrived. **Hamou** followed the officer to the officer's car and purchased 24 bottles of purportedly stolen Patron liquor (for $10.00 a bottle--actual legitimate retail value $48.99 per bottle with a wholesale value of $34.25) and 4 bottles of Grey Goose Vodka (all of which were capped with anti-theft security caps) for $280 cash. **Hamou** loaded the liquor into his car. **Hamou** went back into E Z Market and paid the officer $280 cash for the liquor, a price well below the legitimate wholesale value. **Hamou** also told the officer that he owned E Z Market and **M R Beauty**.

11. The officer returned to **M R Beauty** the next day on June 19, 2012, and told **Hamou** he had more liquor for sale. **Hamou** paid the undercover officer $138 from **M R Beauty's** cash register to purchase the liquor for $138 (12 bottles of Patron and 2 bottles of Grey Goose Vodka with security caps) at substantially less than legitimate wholesale value.

12. On June 21, 2012, Metro served **M R Beauty** with a search warrant, LVMPD Event Number 120515-1627 (See attached **Exhibit "1"**, which is incorporated herein by this reference as if set forth in full). Business Licensing Compliance Officers also accompanied Metro. Metro found the following inside hard liquor inside **M R Beauty**, which business did not have a liquor

Las Vegas City Attorney
495 S. Main St,, 6th Floor
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license: Hard liquor (distilled spirits) (See attached **Exhibit 2**, which is incorporated herein by this reference as if set forth in full); three (3) bottles of Ciroc Vodka, three (3) bottles of Bombay Sapphire Gin, one (1) bottle of Hennessy Cognac, two (2) bottles of B&B Liqueur, four (4) bottles of Hornitos Tequila, one (1) bottle of Glenlivet Whisky, one (1) bottle of Maple Japanese Liquor, and ten (10) bottles of Grey Goose Vodka. The ten (10) bottles of Grey Goose Vodka were purchased from an undercover Metro detective who sold the bottles to **M R Beauty** as purportedly stolen property. **M R Beauty** obtained the other listed items from other sources.

13. Metro also found vast amounts of used merchandise scattered throughout **M R Beauty** (See attached **Exhibit 3**, which is incorporated herein by this reference as if set forth in full): laptops, PDA handheld units, GPS units, mobile telephones, televisions, computer equipment, stereo equipment, auto parts, compressors, sporting equipment, bicycles, motorized scooters, electric household goods, clothing, jewelry, sunglasses, toys, etc. Metro also found numerous boxes of open cigarettes, indicative of single cigarette sales. The store was also fully stocked with prepackaged and nonperishable food items. Two (2) laptops were identified as being stolen from a previously reported burglary.

14. Metro also found concealed behind and beneath the sales counter and on shelves for sale various drug paraphernalia items consisting of "choreboys" (scouring pad for use as a smoke pipe screen), razor blades, "rose vials" (crack or other pipes), mini-baggies, smoking screens, and glass pipes (See attached **Exhibit 4**, which is incorporated herein by this reference as if set forth in full). And, Metro found synthetic marijuana laced items, known as "spice" items, which Metro's Narcotic Unit identifies as Uniform Controlled Substances Schedule I drugs.

15. And, Metro found various products for re-sale marked with security stickers or other markings from local retail establishments, such as Walgreens, CVS, Kroger (a Smith's brand), that indicate that the products were stolen (See attached **Exhibit 5**, which is incorporated herein by this reference as if set forth in full).

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495 S. Main St,, 6th Floor
Las Vegas, Nevada 89101

CAUSES OF ACTION

COUNT ONE
(Unlawful Operation of a Business—Dealing in Stolen Goods / Public or Chronic Nuisance)

16. Paragraphs 1 through 15 above are hereby realleged herein and made a part hereof by this reference as if set forth in full.

17. It is also alleged during the time period set forth above, **Hamou** caused, allowed, promoted, fostered, aided, enabled, exercised deliberate ignorance towards, or failed to abate a **public or chronic nuisance** by creating and permitting an environment in which illegal activity willfully occurred, to include **Hamou** and/or **E Z Market** repeatedly purchasing stolen property, including without limitation alcohol, and illegal drugs, and then offering to sell said property to the public all from the business premises of **M R Beauty** within the City of Las Vegas all in violation of LVMC § 6.02.330(H), the Nevada Revised Statutes, and/or applicable law.

COUNT TWO
(Unlawful Operation of a Package Sale Liquor Business Without Necessary Business Licenses)

18. Paragraphs 1 through 17 above are hereby realleged herein and made a part hereof by this reference as if set forth in full.

19. It is alleged that between on or about March 2012, and up to and including on or about June 21, 2012, **Hamou** operated a business (**M R Beauty**) in an unlawful, illegal, willful, and impermissible manner, to wit: **Hamou** and/or **M R Beauty** did repeatedly and knowingly advertise, commence, carry on, engage in or continue within the City of Las Vegas a **package liquor business** without a valid unexpired City business license issued pursuant to LVMC §§ 6.02.060(A), 6.50.280, and 6.02.370, the Nevada Revised Statutes, and/or applicable law.

COUNT THREE
(Unlawful Storage of Liquor in a Business Without a Necessary Business License)

Las Vegas City Attorney
495 S. Main St,, 6th Floor
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20. Paragraphs 1 through 19 above are hereby realleged herein and made a part hereof by this reference as if set forth in full.

21. It is alleged that between on or about March 2012, and up to and including on or about June 21, 2012, **Hamou** operated a business (**M R Beauty**) in an unlawful, illegal, willful, and impermissible manner, to wit: **Hamou** and/or **M R Beauty** did repeatedly and knowingly **store alcoholic beverages** on the commercial premises of **M R Beauty** within the City of Las Vegas without first obtaining and thereafter maintaining a valid City alcohol beverage related license that pertains to and authorizes such storage, in violation of LVMC § 6.50.455, the Nevada Revised Statutes, and/or applicable law.

COUNT FOUR
(Unlawful Operation of a Secondhand Dealer Business Without a Necessary Business License)

22. Paragraphs 1 through 21 above are hereby realleged herein and made a part hereof by this reference as if set forth in full.

23. It is alleged that between on or about March 2012, and up to and including on or about June 21, 2012, **Hamou** operated a business (**M R Beauty**) within the City of Las Vegas in an unlawful, illegal, willful, and impermissible manner, to wit: **Hamou** and/or **M R Beauty** did repeatedly and knowingly advertise, commence, carry on, engage in or continue in the City of Las Vegas a **secondhand dealer business** without first obtaining and thereafter maintaining a City business license for such business operation in violation of LVMC §§ 6.74.030, 6.02.060(A), and 6.02.370, the Nevada Revised Statutes, and/or applicable law.

SUBSTANTIVE LAW

LVMC § 6.02.330 provides in pertinent part [Unlawful Business Activity]:

> The licensee may be subject to disciplinary action by the City Council for good cause, which may, without limitation, include:
>
> . . .
>
> (A) The licensee or any of its principals is engaged, or has commenced, instituted, advertised, aided, carried on, continued or

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Las Vegas, Nevada 89101

engaged, in a business, trade or profession without having obtained a valid license, an approval for suitability, a permit or a work card when such a person knew that one was required or under such circumstances that they reasonably should have known one was required, or has solicited, encouraged, caused or procured another to do so;

. . .

(H) **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; or

(I) 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. [Emphasis added.]

LVMC § 6.02.060 - Business license required.

(A) It is unlawful for any person to:

(1) Commence, institute, advertise, aid, carry on, engage in or continue in the City any business **without a valid unexpired license** issued pursuant to this Code;

(2) Cause, encourage, allow or permit another, on that person's behalf, to commence, institute, advertise, aid, carry on, engage in or continue in the City any business without a valid unexpired license issued pursuant to this Code; or

(3) Commence, institute, advertise, aid, conduct, manage or carry on, either permanently or temporarily, any business of any other person if the person who commences, institutes, advertises, aids, conducts, manages or carries on such business knows or should know that such other person is not licensed under this Title to commence, institute, advertise, aid, conduct, manage or carry on such business.

(B) Each day or portion thereof in which a violation of any provision of Subsection (A) of this Section is committed, continued or permitted constitutes a separate offense. [Emphasis added.]

LVMC § 6.02.350 provides [Acts and Omissions]:

A licensee under this Chapter shall be subject to disciplinary action not only for acts or omissions done by such licensee but also for acts and omissions done by the principals, managers, agents,

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representatives, servants or employees of such licensee. [Emphasis added.]

LVMC § 6.02.370 - Violations—Unlawful—Designated nuisance.

The doing of any act for which a license is required or the violation of any provision of this Title is declared to be unlawful. In addition, any such act or violation, if harmful to the safety, welfare, health, or peace of the residents and taxpayers of the City, constitutes a public nuisance per se, unless such act is done by a person who is authorized to do so by a license issued pursuant to this Title.

LVMC § 6.74.030 - License required.

No person shall:

(A) Engage in the business of a **secondhand dealer** without first obtaining and thereafter maintaining a valid unexpired license pursuant to this Code; or

(B) Advertise as a secondhand dealer unless the person holds a valid license to engage in such business. The number of the dealer's business license shall be included in all of his advertising material. [Emphasis added.]

LVMC § 6.50.280 - Alcoholic beverage sales—When prohibited.

No person shall engage in the business of selling alcoholic beverages, advertise the same or permit the consumption of alcoholic beverages on the premises of any business establishment without first obtaining and thereafter **maintaining a valid unexpired alcoholic beverage license** pursuant to this Code. [Emphasis added.]

LVMC § 6.50.455 - Storage of alcoholic beverages—Commercial establishments.

(A) Except as otherwise provided in Subsection (B), it is unlawful for any person to **store alcoholic beverages** on the premises of any commercial establishment subject to this Chapter unless the licensee of the establishment has obtained and maintains valid alcoholic beverage-related licenses that pertain to and authorize such storage.

(B) The prohibition contained in Subsection (A) does not apply to the storage of alcoholic beverages in preparation for an occasional company party, but only if:

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(1) The party is limited to employees and their guests; and

(2) The alcoholic beverages are removed from the premises before the next regularly scheduled business day. [Emphasis added.]

STANDARD OF EVIDENCE

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. [Emphasis added.]

PENALTY

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. [Emphasis added.]

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LVMC § 6.05.010 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.

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 licenses that are 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 20th day of November, 2012.

RESPECTFULLY SUBMITTED:

By: _____
FLINN FAGG, Director
Department of Planning

Las Vegas City Attorney
495 S. Main St,. 6th Floor
Las Vegas, Nevada 89101

DATED this 20th day of November, 2012.

BRADFORD R. JERBIC
City Attorney
By: David E. Bailey

DAVID E. BAILEY
Deputy City Attorney
Nevada Bar No. 8955
495 S. Main Street, Sixth Floor
Las Vegas, NV 89101

Las Vegas City Attorney
495 S. Main St,, 6th Floor
Las Vegas, Nevada 89101

EXHIBIT 1

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

APPLICATION AND AFFIDAVIT FOR SEARCH WARRANT

Event #: 120515-1627

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

MAZEN HAMOU
ID#: 2600125
DOB: 03-19-1965 SS#: 571-95-8731

William Schoen, P# 4798, being first duly sworn, deposes and says that he is the affiant herein and is a Detective with the Las Vegas Metropolitan Police Department (LVMPD) presently assigned to the Special Investigations Section. That he has been employed with the LVMPD for the past 17 years and has been assigned to the Special Investigations Section for the past 10 years.

There is probable cause to believe that certain property hereinafter described will be found at the following described premises, to-wit: **a business called M R Beauty Supply & 99 Cent Store, located at 1935 E. Fremont Street, suite A, Las Vegas, Nevada, 89101. M R Beauty Supply & 99 Cent Store is located on the North side of Fremont just East of South Bruce Street. There is an ice cream truck storage lot located on the same parcel and directly to the North of the building which houses M R Beauty Supply & 99 Cent Store. The M R Beauty Supply & 99 Cent Store building is a one story brick building. The front entrance of the building faces South. Situated North (behind) the business is the ice cream truck storage lot office although M R Beauty Supply & 99 Cent Store shares the building with the ice cream truck storage lot office, they are separated by an interior wall and are entirely separate businesses. The M R Beauty Supply & 99 Cent Store is painted tan. Above the**

south facing entrance to the business are three signs. The signs read "SMOKE SHOP BEAUTY SUPPLY 99¢ & UP STORE", "SMOKE SHOP" and "GRAND OPENING" in red and blue lettering. The front of M R Beauty Supply & 99 Cent Store is lined with six south facing windows and two out swinging glass doors that open outward from each other. Each of the six windows have one sign that reads "SMOKE SHOP BEAUTY SUPPLY 99¢ & UP STORE" in red and blue lettering. The glass doors are covered by tan painted metal security doors. The numbers "1935" in black lettering are affixed on the wall, above the furthest west, south facing window. The numbers indicate the address of the building on Fremont Street.

The property referred to and sought to be seized consists of the following:

1. Marked 750 ml bottles of Grey Goose Vodka.

2. Marked 750 ml bottles of Ciroc Vodka.

3. Marked 750 ml bottles of Hennessey Cognac.

4. Marked 750 ml bottles of Patron Tequila. Some of these bottles may be packaged or stored in the form of 3 cases (12 bottles to a case).

5. Marked 12 oz. Chi Keratin Mist.

6. Marked 2.5 oz. Olay Pro X Age.

7. Marked Olay Pro Clear.

8. Large sums of U.S. Currency, as evidence of the crimes listed herein.

9. Any product or merchandise which bears any evidence of security labels, stickers, anti-theft devices, etc. which tend to show that said product was illegally obtained from another retail outlet other than M R Beauty Supply & 99 Cent Store.

10. Any merchandise in the business, which through means of an audit by the City of Las Vegas, cannot be verified was obtained legally.

and articles of personal property which would tend to establish the identity of persons in control of said premises, which items of property would consist in part of and include, but not limited to papers, documents and effects which tend to show possession, dominion and control over said premises, including but not limited to keys, canceled mail envelopes, rental agreements and receipts, utility and telephone bills, prescription bottles, vehicle registration, vehicle repairs and gas receipts. Items which tend to show evidence of motive and/or the identity of the perpetrator such as photographs and undeveloped film, insurance policies and letters, address and telephone records, diaries, governmental notices, whether such items are written, typed or stored on computer disc. Objects which bear a person's name, phone number or address.

The property hereinbefore described constitutes evidence which tends to demonstrate that the criminal offense of **Attempt Possession of Stolen Property – NRS 205.275 (3 Felony Counts)** has been committed.

In support of your affiant's assertion to constitute the existence of probable cause, the following facts are offered:

In March of 2012, LVMPD Detective W. Schoen was advised by LVMPD Intelligence Analyst T. Howe of a potential criminal issue with a business licensed for alcohol sales and gaming in the City of Las Vegas. Det. Schoen is assigned to the LVMPD Special

Investigations Section, which is tasked with investigating applicants and their sources of financing for various privileged business licenses, to include liquor and gaming. Additionally, Special Investigations Section Detectives investigate any criminality resulting from the operation of the aforementioned privileged licenses.

Analyst Howe advised Det. Schoen that an investigator with Albertsons loss prevention, Thomas Andersson, had identified a convenience store at 1109 Stewart Ave. that was selling what Andersson thought to be merchandise which was stolen from Albertsons. Analyst Howe advised that the investigator contacted LVMPD in June of 2011, but for reasons unknown, no action was taken.

In a subsequent statement obtained from Andersson on May 21st, 2012, Andersson stated the following to Det. Schoen:

On June 15, 2011, Andersson received an email from Ana Hernandez, a loss prevention specialist from another Albertsons store. The email stated that a customer had called Hernandez and complained that E Z Market on Stewart and 11th St. had items for sale in the store with Albertsons security stickers on them. (Security stickers are commonly used by retailers on high-loss items. These stickers identify the retailer from which the product originated and sometimes lists a phone number to call if the items are seen for sale in any location other than the one listed on the sticker). The customer had also stated that he/she purchased a 5 pack of Gillette razors from E Z Market for $3.29 and that

the package contained an Albertsons security sticker on it. Albertsons sells that item for $15.29, so the substantially marked down price leads a reasonable person to believe that the item may be stolen, especially given the fact that it had an Albertsons security sticker on it.

Then on June 17, 2011, Andersson entered the E Z market located at 1109 Stewart Ave. Las Vegas, NV, and made contact with a black male adult behind the counter who was working in the store. The man behind the counter identified himself as the owner, "Hailu", and engaged in a conversation with Andersson. Andersson asked Hailu why the shelves were so bare and Hailu said that he was running out of items to sell. Hailu asked Andersson if he knew anyone who had anything to sell. Andersson replied that he might know someone who had products for Hailu to sell and Hailu responded by giving Andersson a piece of paper with Hailu's name and phone number on it. While standing at the counter speaking with Hailu, Andersson said that he noticed several DVDs bearing security stickers from Walmart on them. Andersson then left the store.

On March 21, 2012, City of Las Vegas License Technician Bridget Babbington reported that the owner of record of E Z Market, Goitom Hailu, came into the City of Las Vegas Business Licensing Department to change his mailing address with the City. Hailu said that he has not been receiving his business licensing bills with the City because he hasn't been operating the store (E Z Market). Hailu reported to Babbington that he is leasing his store to another individual and has been doing so for the past 3 months. Babbington then

advised Hailu that it was not permissible for him to lease his store out to anyone else because liquor and gaming licenses are not transferrable and that the other person would have to undergo a licensing suitability investigation by LVMPD and receive approval from the City of Las Vegas. Hailu quickly recanted his previous statement and told Babbington that she misunderstood him. Hailu said that he merely wanted to add an individual to his license as a "key employee", which is someone who can act in the place of the owner in his absence.

Later that same day on March 21, 2012, City of Las Vegas Business License Officer Lon Grasmick conducted an inspection of E Z Market in response to Hailu's admission that he was no longer operating E Z Market. While there, Grasmick encountered Nabiail Nagi Dhalai, who identified himself by LVMPD Work Card, NV Driver License, Health Card and TAM Card, all bearing his picture on them. Grasmick questioned Dhalai about Hailu's involvement in the business and Dhalai said that Hailu rarely comes in because he has small children to attend to at home. Dhalai continued to say that Hailu will only come in if Dhalai needs time off from work. Dhalai said that he has worked at the E Z Market since October of 2011. Grasmick issued two Notices of Violation; One to Hailu and one to Dhalai. They were both based on Dhalai's failure to come forward for a suitability investigation for a key employee for E Z Market. Grasmick advised Dhalai that he had until April 4, 2012 to submit an application with the City of Las Vegas for key employee at the business. Both Babbington and Grasmick's contact with Hailu and Dhalai were reported to Det. Schoen.

Det. Schoen enlisted the assistance of LVMPD Officer C. Hartfield, who was to pose as a "booster" to the owner of E Z Market and purport to have stolen products for sale. A "booster" is a common street term for a person who steals merchandise from retail stores and then sells them for profit to others, typically unscrupulous merchants who fence the stolen product as if the product was obtained through legitimate suppliers. Additionally, Det. Schoen enlisted the assistance of a cooperating local grocery store, Smith's, to donate liquor and cigarettes in an effort to introduce said merchandise to the owner or operator of E Z Market and purport the merchandise as being stolen.

On April 4, 2012, under LVMPD event # 120404-2147, Officer Hartfield was working in an undercover capacity and made contact with a subject working at the E Z Market. Hartfield recognized the man as being Dhalai from a previous contact he had with him inside the E Z Market on March, 27, 2012 under event # 120327-4260 and also recognized him from a DMV photograph that Det. Schoen had provided him.

Dhalai greeted Hartfield and asked if he could help him. Hartfield replied that he was looking for something to drink and if the store had received any new shipment of alcohol. Dhalai replied that nothing new had arrived and that he was still waiting for his guy to come in, presumably meaning that his distributor hadn't made a delivery yet. Hartfield responded by telling Dhalai that he could get Dhalai some product and that he was "Trying to move some shit, man. If you interested". Dhalai said that he was interested,

especially in cigarettes. Hartfield asked Dhalai what kind of cigarettes he needed and Dhalai said that he could use whatever Dhalai had in stock behind the store counter. Hartfield asked if Dhalai wanted whole cartons of cigarettes and Dhalai said that he would take whatever Hartfield could provide. Dhalai continued by saying that if he wasn't interested in buying the cigarettes that Hartfield obtained, Dhalai knew someone who would buy the cigarettes from Hartfield. As their conversation ended, Dhalai introduced himself as "Nate" and Hartfield exited the store.

On April 16, 2012, Dhalai submitted his application with the City of Las Vegas Business License Department for suitability as a key employee for E Z Market. That liquor and gaming suitability investigation was routed to Det. Schoen for investigation.

Later, on April 16, 2012, under LVMPD event #120416-1570, while in an undercover capacity, Officer Hartfield went to E Z Market at 1109 Stewart. While there, Hartfield made contact with Dhalai. Hartfield told Dhalai the he had some items for sale as they had previously discussed, specifically liquor and cigarettes. Interested in purchasing the items, Dhalai followed Hartfield to his car and observed the following in the back seat:

1. 2 cartons of Marlboro Red Hardpack cigarettes (each containing 10 packs of cigarettes)
2. 14 (750 ml) bottles of Grey Goose Vodka (12 of which were capped with anti-theft security caps)

3. 8 (750 ml) bottles of Ciroc Vodka (4 of which were capped with anti-theft security caps)
4. 4 (750 ml) bottles of Jack Daniels Whiskey (3 of which were capped with anti-theft security caps)

Dhalai told Hartfield that he was interested in the cigarettes, but not the liquor. Dhalai asked Hartfield how much he wanted to sell the cartons of cigarettes for and Hartfield replied $20.00 per carton. Dhalai agreed to purchase the two cartons for $20.00 each. Dhalai took the two cartons of cigarettes and the two then went back inside the store, Dhalai retrieved two, twenty dollar bills from his pocket and handed them to Hartfield.

Dhalai advised Hartfield that he knew someone who would be interested in buying the liquor he had for sale and directed Hartfield to 1935 Fremont St. Dhalai told Hartfield to go to that location and ask for "Mike". Hartfield agreed and his attention was turned to a white female in the store who Dhalai introduced Hartfield to. The female verbally identified herself as "Missy".

(A subsequent investigation revealed that Missy was in fact Melissa Hayges, ID# 2810233. Hayges was wanted for Petit Larceny out of LVMPD's jurisdiction and had priors out of Nevada, Pennsylvania and Florida for numerous counts of petty theft, larceny and retail theft. Hayges was later arrested again for Petit Larceny in Las Vegas and eventually extradited to Pennsylvania for outstanding warrants for theft)

Hayges and Hartfield then carried on a conversation at the front counter of E Z Market in front of Dhalai and within his earshot. Hayges told Hartfield that she was a "booster" and asked Hartfield if he had a ride and an ID. Hartfield asked Hayges where she got her stuff from and she said that she obtained it from Lowes, Home Depot, Wal-Mart and other stores.

Hayges explained her technique of theft and recruiting others with identification to return the stolen items to the stores. Since the items Hayges and her recruits were returning had been stolen they did not have receipts for the return. It is the policy of many stores to only give gift cards with store credit back to customers who return items without receipts. The gift cards were essentially fraudulent because the items returned for the gift cards were never paid for and were in fact stolen. Hartfield told Hayges that he was busy, but that they could speak later. Hayges provided Hartfield with her telephone number and they parted ways.

Hartfield continued to operate in an undercover capacity, and as directed by Dhalai, Hartfield went to 1935 E Fremont. The business Hartfield went to was called M R Beauty Supply & 99 Cent Store. Hartfield entered the business and observed Hayges was already at the business. As Hartfield approached an employee working inside the business, he overheard a conversation between Hayges and the employee. Hayges asked the employee if Mike was in the business. The employee informed Hayges that

Mike was not at the business at that time. Hayges told the employee she was supposed to go "boost" some products from Wal-Mart and Home Depot and later provide Mike with gift cards. Hayges informed the employee Mike usually "fronted" her money to ride the bus and return with the gift cards. Front is a common street term used when one person gives another person something of value, but they expect compensation in return at a later time. The employee gave Hayges a bus pass. Hayges informed the employee she would be back later and exited the business. Hartfield was not able to contact Mike during that operation.

Based on the fact Dhalai referred Hartfield to Mike and the conversation Hartfield overheard between Hayges and an employee at M R Beauty Supply & 99 Cent Store it was apparent "Mike" was predisposed to conducting illegal activities at the business.

A subsequent investigation revealed that M R Beauty Supply & 99 Cent Store located at 1935 E Fremont LV, NV 89101 and Hookah Palace located at 1030 E Flamingo LV, NV 89119 were owned by Mazen Hamou, ID#2600125. This information was confirmed by both the City of Las Vegas Business Licensing Division and Clark County Business Licensing, respectively.

On May 15, 2012, under LVMPD event #120515-1627 Hartfield was operating in an undercover capacity as a booster and returned to M R Beauty Supply & 99 Cent Store at 1935 E Fremont. Hartfield recognized the man as being Mazen Hamou from a DMV

photograph that Det. Schoen had provided him. Hamou introduced himself to Hartfield as "Mike".

Hartfield informed Hamou, he had some "stuff" for sale. Hamou followed Hartfield to the parking lot of to M R Beauty Supply & 99 Cent Store where Hartfield's undercover vehicle was parked. Hartfield opened the back door of his undercover vehicle and showed Hamou the following items:

1. 11 (750 ml) bottles of Grey Goose Vodka (2 of which were capped with anti-theft security caps)
2. 3 (750 ml) bottles of Ciroc Vodka
3. 3 (750 ml) bottles of Hennessey Cognac
4. 2 (12 oz.) bottles of Chi Keratin Mist
5. 1 box containing (2.5 oz.) Olay Pro X Age Repair
6. 1 Olay Pro X Clear

After viewing the products in the backseat of Hartfield's undercover vehicle, Hamou asked, "How Much"? Hartfield told Hamou he wanted $200 for the aforementioned products. Hamou told Hartfeld that $200 was too much. Hamou informed Hartfield he could obtain a case of Grey Goose for $120 from Southern Wine and Spirits. After negotiations Hamou agreed to pay Hartfield $90 for all of the aforementioned products. Hamou and Hartfield carried the purported stolen products from the undercover vehicle into the business. They placed the purported stolen products into a storage room inside the

business. Hamou used a t-shirt to cover the box containing the bottles with the security caps. Hamou removed $90 U.S. currency from his pocket and gave it to Hartfield as payment for the purported stolen property.

Hartfield asked Hamou what he needed if he were to return to the business. Hamou informed Hartfield he needed "Patron" for his night club at Flamingo and Cambridge. Hartfield exited and left the business. Hartfield's encounter with Hamou was recorded in both audio and video formats.

narker.

A reasonable person would believe that Hamou had knowledge that the liquor and cosmetic items he purchased were stolen because:

1. The liquor was presented to Hamou for sale out of the back seat of a car, not a reputable distributor which Hamou would typically deal with.

2. 2 out of the 17 liquor bottles sold to Hamou still contained anti-theft security caps on the necks of the bottles. The security caps lock on top of the liquor bottles and once engaged, a person cannot easily remove them. According to representatives of Smith's, the caps are always removed at the time of purchase by Smith's cashiers with a proprietary key which Smith's cashiers posses. The security caps are always retained for future use by Smith's and the keys for said caps are only available for purchase to businesses by the manufacturer of the caps.

3. Hamou purchased the bottles of liquor far below market cost, for less than $10.00

each, when in fact Smith's pays $25.53 per bottle of Grey Goose Vodka and resells them for $36.49 per bottle. He also purchased the bottles of Ciroc Vodka for less than $10.00 each, when in fact Smith's pays $25.83 per bottle and resells them for $36.99 per bottle. Hamou also purchased the bottles of Hennessey Cognac for less than $10 each, when in fact Smith's pays $25.00 per bottle and resells them for $35.99 per bottle. Smith's cost for the four cosmetic products alone was $72.52, with a retail value of $120.94. With the buying power of a large retail chain such as Smith's, it is extremely unlikely that a reputable person would sell those items to Hamou for anything less than what Smith's could buy them for at their cost.

4. Being the owner of a businesses that sell liquor and cosmetic supplies Hamou should have working knowledge of the retail value of the items he purchased from Hartfield.

On June 18, 2012, while in an undercover capacity, Officer Hartfield returned to M R Beauty Supply & 99 Cent Store located at 1935 E Fremont posing as a booster. Hartfield entered the business and ask the clerk if "Mike" a.k.a. Hamou was around. Hamou was not at the business, but the clerk called Hamou from the business telephone and handed it to Hartfield. Hamou and Hartfield spoke on the telephone. Hartfield informed Hamou he had the Patron Hamou had asked for on May 15, 2012. Hamou informed Hartfield he was at E Z Market located at 1109 E. Stewart and asked Hartfield to meet him there.

Hartfield drove to E Z Market and parked in front of the business, behind a 1994 Mercedes bearing Nevada license plates of 415XYL. The Mercedes was registered to Hamou.

Hartfield entered E Z Market and observed Hamou was working behind the counter of the business. Hamou asked Hartfield if he had over 20 bottles of Patron. When Hartfield informed him he did have over 20 bottles, Hamou followed Hartfield to the undercover vehicle where Hartfield presented the following for sale:

1. 2 cases of Patron Tequila. Each case contained 12 (750 ml) bottles (24 bottles total)
2. 4 (750 ml) bottles of Grey Goose Vodka (all of which were capped with anti-theft security caps)

Hamou reached into the vehicle, opened one of the cases of Patron and inspected one of the bottles. Once Hamou was satisfied as to the authenticity of the Patron, he asked Hartfield, "How Much"? Hartfield told Hamou he wanted $10 a bottle for the Patron and Grey Goose. Hamou agreed to the price and both Hamou and Hartfield moved the product from the undercover vehicle to inside the trunk of Hamou's Mercedes. Hamou and Hartfield went back into the store where Hamou paid Hartfield $280 in cash for the twenty-eight bottles of liquor.

Hartfield noticed Dhalai was not at E Z Market and asked Hamou where "Nate" a.k.a. Dhalai was. Hamou informed Hartfield Dhalai had temporarily gone to Yemen. Hamou informed Hartfield, he (Hamou) owned E Z Market and M R Beauty Supply & 99 Cent Store, and would be working at E Z Market until Dhalai returned. After their conversation Hartfield exited and left the business. Hartfield's encounter with Hamou was recorded in

both audio and video formats.

A reasonable person would believe that Hamou had knowledge that the liquor items he purchased were stolen because:

1. The liquor was presented to Hamou for sale out of the back seat of a car, not a reputable distributor which Hamou would typically deal with.

2. All 4 of the Grey Goose Vodka liquor bottles sold to Hamou still contained anti-theft security caps on the necks of the bottles. The security caps lock on top of the liquor bottles and once engaged, a person cannot easily remove them. According to representatives of Smith's, the caps are always removed at the time of purchase by Smith's cashiers with a proprietary key which Smith's cashiers posses. The security caps are always retained for future use by Smith's and the keys for said caps are only available for purchase to businesses by the manufacturer of the caps.

3. Hamou purchased the bottles of liquor far below market cost, for $10.00 each, when in fact Smith's pays $25.53 per bottle of Grey Goose Vodka and resells them for $36.49 per bottle. He also purchased the bottles of Patron Tequila for $10.00 each, when in fact Smith's pays $34.25 per bottle and resells them for $48.99 per bottle. With the buying power of a large retail chain such as Smith's, it is extremely unlikely that a reputable person would sell those items to Hamou for anything less than what Smith's could buy them for at their cost.

4. Being the owner of a businesses that sell liquor and cosmetic supplies Hamou

should have working knowledge of the retail value of the items he purchased from Hartfield.

On June 19, 2012, under LVMPD event #120619-2787, Hartfield was operating in an undercover capacity as a booster and returned to M R Beauty Supply & 99 Cent Store at 1935 E Fremont. Hartfield contacted Hamou inside the business. Hartfield informed Hamou he had more Patron and Grey Goose, specifically one case (twelve bottles) of Patron and two bottles of Grey Goose. Hamou and Hartfield agreed on a price of $10 per bottle for a total of $140 for all of the bottles. Hamou removed $138 in cash from his register as it was all he had. Hartfield agreed to exchange the liquor for the $138.

Hamou and Hartifield walked outside to the parking lot of the business. Hartfield pulled his vehicle next to Hamou's Mercedes and presented the following items for sale:

1. 1 case of Patron Tequila. The case contained 12 (750 ml) bottles (24 bottles total)
2. 2 (750 ml) bottles of Grey Goose Vodka (all of which were capped with anti-theft security caps)

Hamou asked Hartfield to load the liquor into the trunk of the Mercedes. As Hartfield loaded the liquor into the vehicle, he observed the liquor he sold to Hamou on June 18, 2012 was still in the trunk. After Hartfield loaded the liquor into the trunk of Hamou's

Mercedes, Hamou paid him the $138 in exchange for the liquor. Hamou went back into the business and Hartfield left the business. Hartfield's encounter with Hamou was recorded in both audio and video formats.

A reasonable person would believe that Hamou had knowledge that the liquor items he purchased were stolen because:

1. The liquor was presented to Hamou for sale out of the back seat of a car, not a reputable distributor which Hamou would typically deal with.

2. Both of the Grey Goose Vodka liquor bottles sold to Hamou still contained anti-theft security caps on the necks of the bottles. The security caps lock on top of the liquor bottles and once engaged, a person cannot easily remove them. According to representatives of Smith's, the caps are always removed at the time of purchase by Smith's cashiers with a proprietary key which Smith's cashiers posses. The security caps are always retained for future use by Smith's and the keys for said caps are only available for purchase to businesses by the manufacturer of the caps.

3. Hamou purchased the bottles of liquor far below market cost, for $10.00 each, when in fact Smith's pays $25.53 per bottle of Grey Goose Vodka and resells them for $36.49 per bottle. He also purchased the bottles of Patron Tequila for $10.00 each, when in fact Smith's pays $34.25 per bottle and resells them for $48.99 per bottle. With the buying power of a large retail chain such as Smith's, it is extremely unlikely that a reputable person would sell those items to Hamou for anything less than what Smith's

could buy them for at their cost.

4. Being the owner of a businesses that sell liquor and cosmetic supplies Hamou should have working knowledge of the retail value of the items he purchased from Hartfield.

Hamou paid a total of $508 for the liquor and cosmetic products he purchased from Hartfield. Smith's retail value of the same liquor and cosmetic products was $1,982.58. Smith's cost to purchase the same liquor and cosmetic products was $1386.18. All monies paid to Ofc. Hartfield were impounded as evidence.

Based on the fact that on 3 occasions (over a several week period) Hamou has purchased liquor and cigarettes under circumstances which a reasonable person would believe the merchandise was stolen, a search warrant is requested for 1935 E Fremont Suite #A.

* It is requested that Auditors from the City of Las Vegas be allowed entry into the business to jointly (along with LVMPD) obtain and gather documents, files, invoices, business records, bills of lading, product inventories, etc., as well as take physical inventory of current product on hand inside the business for the purpose of auditing M R Beauty Supply and 99 Cent Store.

* It is requested that representatives from Smith's be allowed entry into the business solely for the purpose of assisting police in identifying suspected stolen merchandise which may

have been taken from their stores. Additionally, it is requested that if police encounter any merchandise which may be stolen, that representatives of the retailer from which the merchandise is suspected to have originated from be allowed entry into the business. Said representatives would be allowed entry into the business solely for the purpose of assisting police in identifying whether or not the suspect merchandise was stolen from their respective stores.

WHEREFORE, affiant requests that a Search Warrant be issued directing a search for and seizure of the aforementioned items at the location set forth herein.

William Schoen, AFFIANT

Subscribed and sworn to before me this 20th **day of** June , 2012

JUDGE

RAVI BAWA
Approved by:

SEARCH WARRANT

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

MAZEN HAMOU
ID#: 2600125
DOB: 03-19-1965 SS#: 571-95-8731

The State of Nevada, to any Peace Officer in the County of Clark. Proof by Affidavit having been made before me by William Schoen, P# 4798, said Affidavit attached hereto and incorporated herein by reference, that there is probable cause to believe that certain property, namely

1. **Marked 750 ml bottles of Grey Goose Vodka.**

2. **Marked 750 ml bottles of Ciroc Vodka.**

3. **Marked 750 ml bottles of Hennessey Cognac.**

4. **Marked 750 ml bottles of Patron Tequila. Some of these bottles may be packaged or stored in the form of 3 cases (12 bottles to a case).**

5. Marked 12 oz. Chi Keratin Mist.

6. Marked 2.5 oz. Olay Pro X Age.

7. Marked Olay Pro Clear.

8. Large sums of U.S. Currency, as evidence of the crimes listed herein.

9. Any product or merchandise which bears any evidence of security labels, stickers, anti-theft devices, etc. which tend to show that said product was illegally obtained from another retail outlet other than M R Beauty Supply & 99 Cent Store.

10. **Any merchandise in the business, which through means of an audit by the City of Las Vegas, cannot be verified was obtained legally.**

and limited items of personal property which would tend to establish a possessory interest in the items seized pursuant to this search warrant, such as personal identification, photographs, utility receipts or addressed envelopes, are presently located at **a business called M R Beauty Supply & 99 Cent Store, located at 1935 E. Fremont Street, suite A, Las Vegas, Nevada, 89101. M R Beauty Supply & 99 Cent Store is located on the North side of Fremont just East of South Bruce Street. There is an ice cream truck storage lot located on the same parcel and directly to the North of the building which houses M R Beauty Supply & 99 Cent Store. The M R Beauty Supply & 99 Cent Store building is a one story brick building. The front entrance of the building faces South. Situated North (behind) the business is the ice cream truck storage lot office although M R Beauty Supply & 99 Cent Store shares the building with the ice cream truck storage lot office, they are separated by an interior wall and are entirely separate businesses. The M R Beauty Supply & 99 Cent Store is painted tan. Above the south facing entrance to the business are three signs. The signs read "SMOKE SHOP BEAUTY SUPPLY 99¢ & UP STORE", "SMOKE SHOP" and "GRAND OPENING" in red and blue lettering. The front of M R Beauty Supply & 99 Cent Store is lined with six south facing windows and two out swinging glass doors that open outward from each other. Each of the six windows have one sign that reads "SMOKE SHOP BEAUTY SUPPLY 99¢ & UP STORE" in red and blue lettering. The glass doors are covered by tan painted**

metal security doors. The numbers "1935" in black lettering are affixed on the wall, above the furthest west, south facing window. The numbers indicate the address of the building on Fremont Street.

And as I am satisfied that there is probable cause to believe that said property is located as set forth above and that based upon the affidavit attached hereto there are sufficient grounds for the issuance of the Search Warrant.

You are hereby commanded to search forthwith said premises for said property, serving this warrant between the hours of 7:00 A.M. and 7:00 P.M., and if the property is there to seize it, prepare a written inventory of the property seized, and make a return for me within ten days.

Dated this 20th day of June , 2012

JUDGE

120515-1627

RETURN

(Must be made within 10 days of issuance of Warrant)

The Search and Seizure Warrant authorizing a search and seizure at the following described location(s):

MR BEAUTY SUPPLY & 99 CENT STORE
1935 FREMONT ST LV, NV 89101

was executed on 6/21/12
(month, day, year)

A copy of this inventory was left with AT SCENE / PLACE OF SEARCH
(name of person or "at the place of search")

The following is an inventory of property taken pursuant to the warrant:

1 CIROC VODKA - [redacted]
3 CASES OF PATRON TEQUILA
6 GREYGOOSE VODKA
10 GREY GOOSE VODKA
3 CIROC VODKA
1 HENNESSY COGNAC
2 CLAY PRODUCTS
2 MS CEO CARTONS OF CIGARETTES
1 RUGER PISTOL # 661-80244
2 RUGER MAGAZINES & 8 ROUNDS OF AMMO
1 DELL LAPTOP # 9Q2TCN1
1 SAMSUNG TABLET # RG1BA256YYT
1 BOMBAY SAPPHIR GIN
1 EQUALINE FOOT SPRAY
2 SECRET DEODORANT
1 RED ZONE DEODORANT
1 PACK (20) HOMELIFE AA BATTERIES
1 EQUALINE DIETARY SUPPLEMENT
1 PACK OF SOCKS
1 PACK OF BATTERIES
1 PACK OF ASPRIN
8 EQUATE CANS OF SUNSCREEN
1 DOM LIQUER
4 HORNITOS TEQUILA
1 THE GLENLIVIT WHISKEY
1 NEVADA DMV REGISTRATION MAZEN HAMOU
14.9 ~~GRAMS~~ POUNDS GROSS OF GREEN LEAFY SUBSTANCE BELIEVED TO BE SYNTHETIC CANNABIS
22.3 ~~GRAMS~~ POUNDS GROSS - GREEN LEAFY SUBSTANCE BELIEVED TO BE SYNTHETIC CANNABIS
MISC MAIL
4 CARTONS MISC CIGARETTES
MISC GLASS SMOKING PIPES
MISC CANS OF SODA - BIG K
MISC BOTTLES OF KETCHUP - KROGER
6 JUGS OF MILK - MOUNTAIN DAIRY
MISC PERISHABLE FOOD ITEMS
CHORE BOY STEEL WOOL
1 NV EBT CARD # 5077159008517428
1 NV EBT CARD # 5077159006891445
1 NV EBT CARD # 5077159008096159
1 NV EBT CARD # 5077159007138796
1 NV EBT CARD # 5077159[redacted]0015387335

This inventory was made by:

K. NOGLE #8051, W. SCHOEN 4798
(at least two officers including affiant if present. If person from whom property is taken is present include that person.)

LVMPD 718 (REV. 5-04)

120515-1627

RETURN

(Must be made within 10 days of issuance of Warrant)

The Search and Seizure Warrant authorizing a search and seizure at the following described location(s):

M R BEAUTY SUPPLY & 99 CENT STORE
1935 FREMONT ST LV, NV 89101

was executed on 6/21/12
(month, day, year)

A copy of this inventory was left with AT SCENE / PLACE OF SEARCH
(name of person or "at the place of search").

The following is an inventory of property taken pursuant to the warrant:

1 NV EBT CARD # 5077 159 008 666 514
1 NV EBT CARD # 5077 159 009 520 025
1 NV EBT CARD # 5077 159 009 241 762
1 PHOTOGRAPH

This inventory was made by:

K. NOGLE 8051 W. SCHOEN 4798
(at least two officers including affiant if present. If person from whom property is taken is present include that person.)

LVMPD 718 (REV. 5-04)

EXHIBIT 2

Reynolds
CARPET

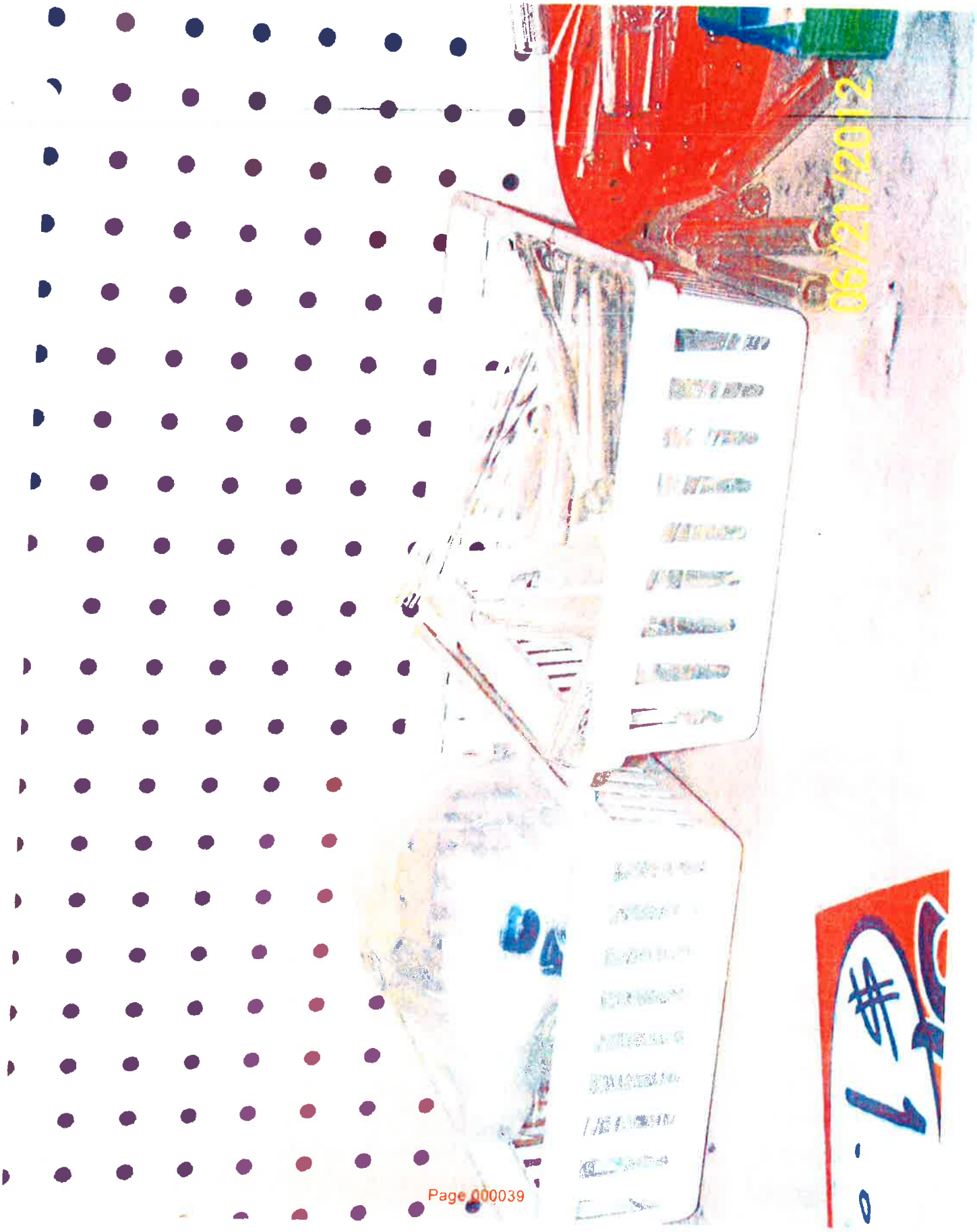
EXHIBIT 3

REFUSE SERVICE
TO ANYONE
All electronics
AS IS
NO Refunds Thank You
Mike
06/21/2012

XEROX 4050

EXHIBIT 4

TOOTHPICKS
Special
$1.00
06/21/2012


06/21/2012

STRAW-
BERRY
06/21/2012

STRAW BERRY
06/21/2012

SCREWDRIVER
06/21/2012

Love Roses

PARADISE 15X
HYDRO 421
1G
HYPNOTIK
1G

EXHIBIT 5

C 4
Walgreens
IF FOUND AT
OTHER OUTLETS CALL
1-800-666-5677
Energizer
Energizer
Energizer
06/21/2012

CVS
NAIL
COLOR

Secret
Secret
athlete's foot
Powder spray
Dagger
EQUAL
Ultimate Men's
CENTURY MATURE
Dietary Supplement
long lasting
alkaline

Walgreens
EFC188/6W
66029-6
BC
FAST PAIN REL
BC
FAST PAIN REL
8 POWDERS

FRENCH
ACRYLIC
SCULPTURE KIT
BRING THE SALON HOME™
CVS
STORE #8819
4800 W. Charleston Blvd.
Longer Nail Bed
Perfect White Tip

Rich Tomato Flavor
Rich Tomato Flavor
Kroger
TOMATO
Ketchup
Kroger
TOMATO
Ketchup
Harvest
06/21/2012

2 BOX TOPS
Mustard
Mustard
Mustard
VIENNA ORIGINAL SAUSAGE
VIENNA ORIGINAL SAUSAGE
VIENNA ORIGINAL SAUSAGE
VIENNA ORIGINAL SAUSAGE
06/21/2012

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-1-2013 - Discussion for possible action regarding 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 Artemus W. Ham, III (Owner) and Park on Fremont, LLC (Tenant and CVIP Participant) located at 506 Fremont Street, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Coffin) [NOTE: This item is related to Redevelopment Agency Item 5 (RA-1-2013)]

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 Park on Fremont, LLC (CVIP Participant) with the cost of exterior improvements to the property located at 506 Fremont Street (APN 139-34-601-006). Approval will adopt findings that the CVIP Agreement is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-1-2013
2. Before Photos and After Rendering of Project
3. Site Map

RESOLUTION NO._____

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 ARTEMUS W. HAM, III ("OWNER") AND PARK ON FREMONT, LLC ("TENANT" AND "CVIP PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-34-601-006

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 (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 Program 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, ARTEMUS W. HAM, III (the "OWNER") the owner of real property and improvements located at 506 FREMONT STREET, and which parcel is commonly known as APN 139-34-601-006 (the "Site"); and

WHEREAS, PARK ON FREMONT, LLC (the "CVIP PARTICIPANT") is a tenant of the real property located at 506 FREMONT STREET and is undertaking certain exterior improvements to the property or the redevelopment of an underdeveloped property in accordance with the Commercial VIP Program;

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 PARK ON FREMONT, 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" and "Tenant" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2012.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
CITY CLERK

APPROVED AS TO FORM:

/Michael Nuttall 12-13-12
_____
Date

Michael Nuttall
_____
Print Name

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _____ day of _____, ____, 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 ARTEMUS W HAM III ("Owner") and PARK ON FREMONT, LLC ("Tenant").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("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 Façade 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 Façade Easement, the Agency shall reimburse the Tenant for any Pre-approved Qualified Exterior Improvements to a maximum of **$19,500.00**, and the Tenant has provided a 100% matching cash contribution to the Agency's participation to ensure that the Tenant 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; an

WHEREAS, the Owner and Tenant desires 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 agreement contained herein, the AGENCY, OWNER and TENANT 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 South 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 and Tenant 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 "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE 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 façade improvements, with a not to exceed a maximum of NINETEEN THOUSAND, FIVE HUNDRED DOLLARS **($19,500.00)**, for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade 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 Tenant has submitted paid invoices from contractor(s) to the Agency.

b. Owner and/or Tenant 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 Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner and/or Tenant the Purchase Price within forty-five (45) days after submission of paid invoices by Owner and/or Tenant 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 Deed and the Building Façade 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 and/or Tenant. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner and/or Tenant, if any, 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 Façade Maintenance Agreement, Attachment " 4 " attached hereto. Owner and/or Tenant 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 Deed is recorded against the Property. Owner and/or Tenant 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 AND/OR TENANT'S REPURCHASE OPTION. The Agency hereby grants the Owner and/or Tenant 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 Deed and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant 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 and/or Tenant shall each 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 and/or Tenant's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Tenant 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 30 days of execution of this Agreement by the Agency, Tenant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and/or Tenant and approved by Agency in accordance with the CVIP Guidelines. Tenant shall complete the improvements within 180 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. 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 and/or Tenant a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner and/or Tenant in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner and/or Tenant is unable to obtain (3) or more competitive bids, the Owner and/or Tenant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or Tenant to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner and/or Tenant 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 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner and/or Tenant fails to 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 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or Tenant from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: 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 Tenant 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 and/or Tenant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner and/or Tenant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Tenant 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 Tenant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Tenant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: 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 and/or Tenant 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 and/or Tenant in the event of any default or breach by the Agency or for any amount which may become due to the Participant 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 and/or Tenant warrants that it has 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 and/or Tenant or any principal member of Owner and/or Tenant. Throughout the term hereof, Owner and/or Tenant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. 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 nondefaulting 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 nondefaulting 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 Participant 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 a Owner and/or Tenant 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 and/or Tenant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner and/or Tenant agrees to return any and all Agency Funds heretofore paid to the Owner and/or 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 and/or Tenant shall entitle the Agency to sue the Owner and/or Tenant 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 14: 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 15: 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 16: 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 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: 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/or Tenant 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.

SECTION 19: 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 20: 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/or Tenant 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 the Owner and/or Tenant.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2012 by the 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:

_____, 2012.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

APPROVED AS TO FORM:

M. Rech 12.13-12
Counsel to the Agency Date

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

OWNER – ARTEMUS W HAM III

By: _____
ARTEMUS W HAM III

Its: OWNER

TENANT – PARK ON FREMONT, LLC

By: _____
JUSTIN WENIGER

Its: PRINCIPAL

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
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 - TENANT
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "8"	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

Lots Eleven (11), Twelve (12) and Thirteen (13) in Block Two (2) of Hawkins Addition, as shown by map thereof on file in Book 1 of Plats, Page 40, in the Office of the County Recorder of Clark County, Nevada, aka 500 E. Fremont Street, Las Vegas, Nevada,

and:

Lot Fourteen (14) in block Two (2) of Hawkins Addition, as shown by map thereof on file in Book 1 of Plats, Page 40, in the Office of the County Recorder of Clark County Recorder of Clark County, Nevada, aka 506 E. Fremont Street, Las Vegas, Nevada.

ATTACHMENT 2

LEASEHOLD INTEREST

Copy of Lease By and Between

ARTEMUS W. HAM, III (Lessor)

and

PARK ON FREMONT, LLC (Lessee)

is on file with the City of Las Vegas – Economic and Urban Development Department

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the Fremont Street right-of-way and northerly abutting alley right-of-way, or other public areas, including all exterior wall planes, window, doors, fascias, awnings, signage and other architectural projections.

and:

The area consisting of the parking lot adjoining the Fremont Street and Las Vegas Boulevard right-of-way and northerly abutting alley right-of-way, or other public areas, including all signage 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 3

FORM OF FACADE EASEMENT DEED

APN: 139-34-601-006

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ARTEMUS W. HAM, III ("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 Façade 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 has 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 Deed 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 Deed.

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 Deed and shall continue until five (5) years from the date of the recordation of this Façade Easement Deed. 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 Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency 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 Deed 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 Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed 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 Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

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 Deed as of this ____ day of _____, _____.

OWNER

ARTEMUS W. HAM, III

By:_____
ARTEMUS W. HAM, III

Its: OWNER
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:_____
CAROLYN G. GOODMAN

Its: CHAIR
"GRANTEE"

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OFNEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2013 by ARTEMUS W. HAM, III as OWNER.

_____
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 _____, 2013 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

Lots Eleven (11), Twelve (12) and Thirteen (13) in Block Two (2) of Hawkins Addition, as shown by map thereof on file in Book 1 of Plats, Page 40, in the Office of the County Recorder of Clark County, Nevada, aka 500 E. Fremont Street, Las Vegas, Nevada,

and:

Lot Fourteen (14) in block Two (2) of Hawkins Addition, as shown by map thereof on file in Book 1 of Plats, Page 40, in the Office of the County Recorder of Clark County Recorder of Clark County, Nevada, aka 506 E. Fremont Street, Las Vegas, Nevada.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the Fremont Street right-of-way and northerly abutting alley right-of-way, or other public areas, including all exterior wall planes, window, doors, fascias, awnings, signage and other architectural projections.

and:

The area consisting of the parking lot adjoining the Fremont Street and Las Vegas Boulevard right-of-way and northerly abutting alley right-of-way, or other public areas, including all signage 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.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $19,500.00 (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:	$19,500.00
Anytime during second year:	$15,600.00
Anytime during third year:	$11,700.00
Anytime during fourth year:	$7,800.00
Anytime during fifth year:	$3,900.00
After five full years from recordation of the Façade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 139-34-601-006

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20___, between ARTEMUS W. HAM, III 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 506 FREMONT STREET, Las Vegas, Nevada and currently designated as Assessor's Parcel No.139-34-601-006; 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 and/or tenant has rehabilitated the facades of the property: the area consisting of the building face adjoining the Fremont Street right-of-way and northerly abutting alley right-of-way, or other public areas, including all exterior wall planes, window, doors, fascias, awnings, signage and other architectural projections.

and:

The area consisting of the parking lot adjoining the Fremont Street and Las Vegas Boulevard right-of-way and northerly abutting alley right-of-way, or other public areas, including all signage 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 Entertainment Visual Improvement Agreement and

Grant of Facade Easement dated _____ (the "EVIP Agreement"); and

WHEREAS, by the terms of said Façade 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 façade(s) covered by the Façade 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 Façade 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 Façade 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 Façade 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 Office of Business Development, 400 Stewart Avenue, 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 Façade 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 latchsets 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, it's 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
495 South Main Street, 6th Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: Artemus W. Ham III
2008 Gray Eagle Way
Las Vegas, NV 89117

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 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade 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 Façade 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 Façade 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 Façade 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.

By: _____ Date: _____
Name: ARTEMUS W. HAM, III
Title: OWNER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2013 by ARTEMUS W. HAM, III as OWNER.

_____
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 _____, 2013 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

Lots Eleven (11), Twelve (12) and Thirteen (13) in Block Two (2) of Hawkins Addition, as shown by map thereof on file in Book 1 of Plats, Page 40, in the Office of the County Recorder of Clark County, Nevada, aka 500 E. Fremont Street, Las Vegas, Nevada,

and:

Lot Fourteen (14) in block Two (2) of Hawkins Addition, as shown by map thereof on file in Book 1 of Plats, Page 40, in the Office of the County Recorder of Clark County Recorder of Clark County, Nevada, aka 506 E. Fremont Street, Las Vegas, Nevada.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the Fremont Street right-of-way and northerly abutting alley right-of-way, or other public areas, including all exterior wall planes, window, doors, fascias, awnings, signage and other architectural projections.

and:

The area consisting of the parking lot adjoining the Fremont Street and Las Vegas Boulevard right-of-way and northerly abutting alley right-of-way, or other public areas, including all signage 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.	**Exterior Demo, Masonry, Stucco, Painting**	**$56,650.00**
2.	**Exterior Façade (wrought iron fence, trellis, windows & signage)**	**$64,500.00**
3.	**Hardscape, Landscape, Parking lot repair, repaving**	**$89,500.00**
4.	Interior Construction	$285,560.00
5.	Furniture, Fixtures & Equipment	$244,000.00
6.	Miscellaneous	$155,400.00
	TOTAL ESTIMATED PROJECT COSTS	**$895,610**

Estimated CVIP Grant $19,500.00

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will begin 30 days after approval of Agreement and should be complete within 180 days, depending on contractor's work schedule/work load.

: Legibly

VIP Disclosure of Ownership/Principals

Attachment 6-A

Real Property - Page 1 of 2

VIP Contracting Entity Information

Name Artemus W. Ham III

Mailing Address 2008 Gray Eagle Way Las Vegas, NV 89117

Business Phone 460-7872

Tax ID or Social Security Number _____

Ownership Interest

Estate in Severalty X Tenancy in Common _____ Joint Tenancy _____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone

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

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 Artemus W Ham III

Date October 10, 2012

State of Nevada
County of Clark

This instrument was acknowledged before me on

October 10, 2012 (date) by

Artemus W Ham III (name of person)

BRITTANY ANN NELSON
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 5-1-2015
Certificate No: 11-4789-1

Notary Public

t Legibly

VIP Disclosure of Ownership/Principals

Attachment 6-B

VIP Contracting Entity Information

Name Park on Fremont, LLC

Mailing Address 3070 W. Post Rd. Las Vegas, NV 89118

Business Phone _____

Tax ID or Social Security Number 45-5370066

Type of Business

Sole Proprietor_____ Partnership_____ Limited Liability Company X Corporation_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the business.

Full Name & Title	Business Address	Business Phone
	"SEE ATTACHED"	

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

Please Print Legibly

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 Michael Parks

Date 10-23-12

State of Nevada
County of Clark

This instrument was acknowledged before me on

10-23-2012 (date) by

Michael Parks (name of person)

Notary Public

BRITTANY ANN NELSON
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 5-1-2015
Certificate No: 11-4789-1

Park on Fremont, LLC
Investor List

3070 W. Post Road
Las Vegas, NV 89118
(702) 798-7000

1. Ryan Doherty
2. Justin Weniger
3. Michael Parks
4. Kenna Warner
5. Brian Armstrong
6. Max Duckworth
7. Eddie Sun
8. Chuck Heath
9. Christopher Barnes
10. Pasquale Rotella
11. Gian Samin
12. David Robbins
13. Evan Bellman

VIP Participant Affidavit and Employment Plan

Attachment 7

Print Legibly

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Justin Weniger, 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 Park on Fremont, 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 506 Fremont Street ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on Dec. 19, 2012.

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 affect 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. ☐ or

e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

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. _____(initial)
   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 employee 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 11th day of October, 2012.

Authorized Signature: _____

SIGNED AND SWORN TO before

me this 11th day of October, 2012, by S. Carpino

NOTARY PUBLIC
My Commission Expires: 3-27-15

ERICA CARPINO
Notary Public State of Nevada
No. 03-80953-1
My Appt. Exp. March 27, 2015

Please Print Legibly

VIP Real Property Owner Consent

Attachment 8

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Artemus W. Ham III, owner and/or authorized representative of APN# 139-34-601-006 also commonly known as _____ 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 Park on Fremont, LLC, 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 deed 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 10th day of October, 2012.

Authorized Representative: Artemus W. Ham III

SIGNED AND SWORN TO before

me this 10 day of October, 2012, by Artemus W Ham III.

NOTARY PUBLIC
My Commission Expires:

BRITTANY ANN NELSON
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 5-1-2015
Certificate No: 11-4789-1

Before Pictures and After Rendering

(Park on Fremont, LLC. – 506 Fremont Street)

Before Pictures and After Rendering

(Park on Fremont, LLC. – 506 Fremont Street)

Before Pictures and After Rendering

(Park on Fremont, LLC. – 506 Fremont Street)

SITE MAP
(Park on Fremont – 506 Fremont Street)

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-2-2013 - Discussion for possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Quick Start Program (QSP) Agreement between the RDA and Artemus W. Ham, III (Owner) and Park on Fremont, LLC (Tenant and QSP Participant) located at 506 Fremont Street, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Coffin) [NOTE: This item is related to Redevelopment Agency Item 6 (RA-2-2013)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is related to an RDA item regarding assisting Park on Fremont, LLC (QSP Participant) with the cost of code compliance and deferred maintenance improvements to the property located at 506 Fremont Street (APN 139-34-601-006). Approval will adopt findings that the QSP Agreement is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-2-2013
2. Site Map

RESOLUTION NO._____

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE QUICK START AGREEMENT ("QSP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND ARTEMUS W. HAM, III ("OWNER") AND PARK ON FREMONT, LLC ("QSP PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-34-601-006

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 (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 September 19, 2012 the form for the Quick Start Agreement, the Quick Start Participant Affidavit, and the Quick Start Program Manual, in order to provide funding and encourage the rehabilitation of older commercial buildings, enhance the physical appearance of the redevelopment area and improve the overall economic viability of the city. This program provides a financial incentive , in the form of a grant, for property owners and/or tenants of commercial properties to invest in properties that have been subjected to deferred maintenance and must comply with current building and fire code standards; and

WHEREAS, PARK ON FREMONT, LLC (the "QSP PARTICIPANT") has a lease hold interest for real property and improvements located at 506 FREMONT STREET, and which parcel is commonly known as APN 139-34-601-006 (the "Site"); and

WHEREAS, PARK ON FREMONT, LLC (the "QSP PARTICIPANT") is the tenant of the real property located at 506 Fremont Street and is undertaking certain code compliance and deferred maintenance improvements to the property or the redevelopment of an underdeveloped property in accordance with the Commercial VIP Program;

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 Quick Start Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to PARK ON FREMONT, LLC for making physical, code compliance and deferred maintenance 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 "QSP PARTICIPANT" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2013.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
CITY CLERK

APPROVED AS TO FORM:

_____
12-13-12 Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
QUICK START AGREEMENT

THIS QUICK START AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2013, 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 ARTEMUS W. HAM, III ("OWNER") and PARK ON FREMONT, LLC ("TENANT & QSP PARTICIPANT").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the interior condition, the exterior 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 Downtown Centennial Plan Quick Start Program (the "Quick Start") 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, The Property is located within or is contiguous to the boundaries of the redevelopment area and located within the Downtown Centennial Plan; and

WHEREAS, the Agency shall reimburse the QSP Participant for any Pre-approved Qualified Interior Improvements and development costs associated with business licensing and permitting to a maximum of Fifty Thousand Dollars ($50,000) and the QSP Participant has provided a 100% matching cash contribution to the Agency's participation to ensure that the QSP Participant 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 and QSP Participant desires to participate in the Quick Start Program pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement 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 (the "Property" or "Site"). 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 South Main Street, 6th Floor, 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 and QSP Participant 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 "party" or collectively as "parties" hereinafter.

SECTION 3: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The QSP Participant 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 " 3 " 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 60 days of execution of this Agreement by the Agency, QSP Participant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, pursuant to the plans and other documents submitted by QSP Participant and approved by Agency in accordance with the QSP Guidelines. QSP Participant shall complete the improvements within 120 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" or "Improvements" 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.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the QSP Participant is unable to obtain (3) or more competitive bids, the QSP Participant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: SITE ASSESSMENT TEAM. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Site Assessment Team comprised of one or more staff members from the following City of Las Vegas municipal departments: Economic and Urban Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Site Assessment Team shall meet with the Owner, or its' representative, and/or QSP Participant. The Site Assessment Team shall recommend approval or disapproval of the Project. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or QSP Participant to make changes to the proposed Scope of Work.

SECTION 6: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner and/or QSP Participant 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 7: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner and/or QSP Participant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 8: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or QSP Participant from undertaking any other work in or about the subject premises which is unrelated to QSP 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 QSP 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 and/or QSP Participant 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 and/or QSP Participant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner and/or QSP Participant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 5 " and by this reference made a part hereof.

The Owner and/or QSP Participant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Owner and/or QSP Participant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner and/or QSP Participant 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. The Owner and/or QSP Participant 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 and/or QSP Participant in the event of any default or breach by the Agency or for any amount which may become due to the Owner and/or QSP Participant 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 and QSP Participant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 4 " and Attachment " 4-A " 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 and/or

QSP Participant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) 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. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. 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 nondefaulting 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 nondefaulting 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, QSP Participant 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 and/or QSP Participant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner and/or QSP Participant agrees to return any and all Agency Funds heretofore paid to the Owner and/or QSP Participant 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 and/or QSP Participant shall entitle the Agency to sue the Owner and/or QSP Participant 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 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 Agency designates in writing.

SECTION 13: 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 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, QSP Participant 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.

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. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 6 " 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/or QSP Participant 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 the Owner and/or QSP Participant.

SECTION 19: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2013 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:

_____, 2013.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

ATTEST:

_____
BEVERLY BRIDGES, MMC
Secretary

ARTEMUS W. HAM, III

By: _____
ARTEMUS W. HAM, III
"Owner"

APPROVED AS TO FORM:

Michael Nearchy
Counsel to the Agency Date 12-12-12

Michael Nearchy
Print Name

PARK ON FREMONT, LLC

By: _____
JUSTIN WENIGER
"Principal"

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 4 "	DISCLOSURE OF PRINCIPALS (Property Owner)
ATTACHMENT " 4-A "	DISCLOSURE OF PRINCIPALS (QSP Participant)
ATTACHMENT " 5 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT " 6 "	PROPERTY OWNER CONSENT (If Necessary)

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

Lots Eleven (11), Twelve (12) and Thirteen (13) in Block Two (2) of Hawkins Addition, as shown by map thereof on file in Book 1 of Plats, Page 40, in the Office of the County Recorder of Clark County, Nevada, aka 500 E. Fremont Street, Las Vegas, Nevada,

and:

Lot Fourteen (14) in block Two (2) of Hawkins Addition, as shown by map thereof on file in Book 1 of Plats, Page 40, in the Office of the County Recorder of Clark County Recorder of Clark County, Nevada, aka 506 E. Fremont Street, Las Vegas, Nevada.

ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

Copy of Lease By and Between

Artemus W. Ham, II (Lessor)

And

Park on Fremont, LLC (Lessee)

Is on file with the City of Las Vegas – Economic and Urban Development Department

ATTACHMENT 3

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. Electrical & Plumbing		$77,100.00
2. Structural & Roof		$9,300.00
3. Other – List		$0
TOTAL ESTIMATED QSP PROJECT COSTS		$86,400.00
Project Costs (Interior/Exterior)		$789,710.00
	TOTAL Project Costs	$895,610.00
Development/Permitting Costs		
1. Sewer Fees & Permits		$19,500.00
Estimated QSP Grant		$50,000.00

Schedule of Improvements

Work will begin 30 days after approval of Agreement and should be complete within 120 days, depending on contractor's work schedule/work load.

Attachment 4

Please Print Legibly

Quick Start Disclosure of Ownership/Principals (Real Property)

Quick Start Contracting Entity Information

Name Artemus W Ham III

Mailing Address 2008 Gray Eagle Way Las Vegas, NV 89117

Business Phone 460-7872

Tax ID or Social Security Number _____

Ownership Interest

Estate in Severalty X Tenancy in Common_____ Joint Tenancy_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone

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*:_____

Alternative Disclosure of Ownership/Principals

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 _____

Certificate 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 Artemus W Ham III

Date October 10, 2012

State of Nevada }
County of Clark }

This instrument was acknowledged before me on October 10, 2012 (date) by Artemus W Ham III (name of person).

Notary Public: _____

BRITTANY ANN NELSON
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 5-1-2015
Certificate No: 11-4789-1

Attachment 4

Please Print Legibly

Quick Start Disclosure of Ownership/Principals (Business)

Quick Start Contracting Entity Information

Name Michael Parks Park on Fremont, LLC

Mailing Address 3070 W. Post Rod Las Vegas, NV 89118

Business Phone 523-8360

Tax ID or Social Security Number 45-5370066

Type of Business

Sole Proprietor ____ Partnership ____ Limited Liability Company X Corporation ____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
	"SEE ATTACHED"	

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*:____

Alternative Disclosure of Ownership/Principals

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 _____

Certificate 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 Michael Parks

Date 10-23-12

State of Nevada }
County of Clark }

This instrument was acknowledged before me on 10-23-2012 (date) by Michael Parks (name of person).

Notary Public: Brittany Nelson

BRITTANY ANN NELSON
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 5-1-2015
Certificate No: 11-4789-1

Park on Fremont, LLC
Investor List

3070 W. Post Road
Las Vegas, NV 89118
(702) 798-7000

1. Ryan Doherty
2. Justin Weniger
3. Michael Parks
4. Kenna Warner
5. Brian Armstrong
6. Max Duckworth
7. Eddie Sun
8. Chuck Heath
9. Christopher Barnes
10. Pasquale Rotella
11. Gian Samin
12. David Robbins
13. Evan Bellman

ATTACHMENT 5

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF Nevada }
} ss:
COUNTY OF Clark }

Please Print Legibly

I, Justin Weniger, 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 Park on Fremont, 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 APN 139-34-601-006 ("Site"), as more particularly described by the Quick Start Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

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. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; ☒ or

   b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant. ☐

   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 or blight. ☐ or,

   d. The improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☒

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. _____ (initial)

    b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past (5) 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 employee 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 11th day of October, 2012.

Authorized Signature: _____

SIGNED AND SWORN TO before me this 11 day of October, 2012, by _____

NOTARY PUBLIC

My Commission Expires: 3-27-15

ERICA CARPINO
Notary Public State of Nevada
No. 03-80953-1
My Appt. Exp. March 27, 2015

ATTACHMENT 6

Quick Start Real Property Owner Consent

STATE OF _____ }
} ss:
COUNTY OF _____ }

I, Artemus W. Ham III, owner and/or authorized representative of APN# 139-34-601-086 also commonly known as _____ (the "Property") hereby acknowledge and consent to the proposed improvements on the Property (the "Project") **and** consent to the participation in the Quick Start Program which are to be undertaken by Park on Fremont, LLC, the tenant and/or business owner on the Property. I further consent and authorize the Las Vegas Redevelopment Agency ("Agency"), its officers and employees to have full access to the Property for the purpose of inspecting the Property to determine whether the Project is in compliance with the Quick Start Program.

Under certain circumstances, the Agency may place a restrictive covenant at the completion of the project for a period of five years to ensure that the Property, including the building and its improvements are not demolished by the current or a new property owner. The current property owner and/or business owner will have the option to repurchase the restrictive covenant from the Agency during the five year period. In the event it is determined that a restrictive covenant is necessary, the undersigned owner and tenant/business owner acknowledge and agree to sign an agreement and any related documents to effectuate the restrictive covenant.

DATED this 10th day of October 2012, _____.

Property Owner Name: Artemus W. Ham III

Authorized Representative: _____

SIGNED AND SWORN TO before me this 10th day of October, 2012, by Artemus W Ham III.

NOTARY PUBLIC
My Commission Expires: 5/1/2015

BRITTANY ANN NELSON
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 5-1-2015
Certificate No: 04789-1

SITE MAP
(Park on Fremont – 506 Fremont Street)

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-3-2013 - Discussion for possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Quick Start Program (QSP) Agreement between the RDA and The Gay & Lesbian Center of Southern Nevada, Inc., (Owner and QSP Participant) located at 401 South Maryland Parkway, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Coffin) [NOTE: This item is related to Redevelopment Item 7 (RA-3-2013)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is related to an RDA item regarding assisting The Gay & Lesbian Center of Southern Nevada, Inc., (QSP Participant) with the cost of code compliance and deferred maintenance improvements to the property located at 401 South Maryland Parkway (APN 139-34-801-010). Approval will adopt findings that the QSP Agreement is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-3-2013
2. Site Map

RESOLUTION NO._____

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE QUICK START AGREEMENT ("QSP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND THE GAY & LESBIAN CENTER OF SOUTHERN NEVADA, INC ("OWNER & QSP PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-34-801-010

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 (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 September 19, 2012 the form for the Quick Start Agreement, the Quick Start Participant Affidavit, and the Quick Start Program Manual, in order to provide funding and encourage the rehabilitation of older commercial buildings, enhance the physical appearance of the redevelopment area and improve the overall economic viability of the city. This program provides a financial incentive , in the form of a grant, for property owners and/or tenants of commercial properties to invest in properties that have been subjected to deferred maintenance and must comply with current building and fire code standards; and

WHEREAS, THE GAY & LESBIAN CENTER OF SOUTHERN NEVADA, INC. (the "OWNER & QSP PARTICIPANT") is the owner of real property and improvements located at 401 SOUTH MARYLAND PARKWAY, and which parcel is commonly known as APN 139-34-801-010 (the "Site"); and

WHEREAS, THE GAY & LESBIAN CENTER OF SOUTHERN NEVADA, INC. (the "OWNER & QSP PARTICIPANT") is the owner of the real property located at 401 SOUTH MARYLAND PARKWAY and is undertaking certain code compliance and deferred maintenance improvements to the property or the redevelopment of an underdeveloped property in accordance with the Quick Start Program;

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 Quick Start Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to THE GAY & LESBIAN CENTER OF SOUTHERN NEVADA, INC. For making code compliance and deferred maintenance 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 "Participant" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2013.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
CITY CLERK

APPROVED AS TO FORM:

Michael Nichols
_____
12-13-17 Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
QUICK START AGREEMENT

THIS QUICK START AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2013, 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 THE GAY & LESBIAN CENTER OF SOUTHERN NEVADA, INC. ("OWNER & QSP PARTICIPANT").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the interior condition, the exterior 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 Downtown Centennial Plan Quick Start Program (the "Quick Start") 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, The Property is located within or is contiguous to the boundaries of the redevelopment area and located within the Downtown Centennial Plan; and

WHEREAS, the Agency shall reimburse the QSP Participant for any Pre-approved Qualified Interior Improvements and development costs associated with business licensing and permitting to a maximum of Forty-five Thousand Dollars ($45,000) and the QSP Participant has provided a 100% matching cash contribution to the Agency's participation to ensure that the QSP Participant 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 and QSP Participant desires to participate in the Quick Start Program pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement 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 (the "Property" or "Site"). 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 South Main Street, 6th Floor, 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 and QSP Participant 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 "party" or collectively as "parties" hereinafter.

SECTION 3: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The QSP Participant 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 " 3 " 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 60 days of execution of this Agreement by the Agency, QSP Participant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, pursuant to the plans and other documents submitted by QSP Participant and approved by Agency in accordance with the QSP Guidelines. QSP Participant shall complete the improvements within 120 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" or "Improvements" 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.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the QSP Participant is unable to obtain (3) or more competitive bids, the QSP Participant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: SITE ASSESSMENT TEAM. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Site Assessment Team comprised of one or more staff members from the following City of Las Vegas municipal departments: Economic and Urban Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Site Assessment Team shall meet with the Owner, or its' representative, and/or QSP Participant. The Site Assessment Team shall recommend approval or disapproval of the Project. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or QSP Participant to make changes to the proposed Scope of Work.

SECTION 6: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner and/or QSP Participant 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 7: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner and/or QSP Participant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 8: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or QSP Participant from undertaking any other work in or about the subject premises which is unrelated to QSP 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 QSP 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 and/or QSP Participant 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 and/or QSP Participant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner and/or QSP Participant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 5 " and by this reference made a part hereof.

The Owner and/or QSP Participant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Owner and/or QSP Participant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner and/or QSP Participant 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. The Owner and/or QSP Participant 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 and/or QSP Participant in the event of any default or breach by the Agency or for any amount which may become due to the Owner and/or QSP Participant 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 and QSP Participant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 4 " and Attachment " 4-A " 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 and/or

QSP Participant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) 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. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. 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 nondefaulting 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 nondefaulting 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, QSP Participant 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 and/or QSP Participant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner and/or QSP Participant agrees to return any and all Agency Funds heretofore paid to the Owner and/or QSP Participant 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 and/or QSP Participant shall entitle the Agency to sue the Owner and/or QSP Participant 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 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 Agency designates in writing.

SECTION 13: 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 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, QSP Participant 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.

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. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 6 " 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/or QSP Participant 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 the Owner and/or QSP Participant.

SECTION 19: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2013 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:

_____, 2013.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

ATTEST:

_____
BEVERLY BRIDGES, MMC
Secretary

GAY & LESBIAN CENTER OF SOUTHERN NEVADA, INC.

By: _____
CANDICE NICHOLS
"Executive Director"

APPROVED AS TO FORM:

Michael Nierat
Counsel to the Agency Date 12-13-12

Michael Nierat
Print Name

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 4 "	DISCLOSURE OF PRINCIPALS (Property Owner)
ATTACHMENT " 4-A "	DISCLOSURE OF PRINCIPALS (QSP Participant)
ATTACHMENT " 5 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT " 6 "	PROPERTY OWNER CONSENT (If Necessary)

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

LOTS ONE (1) THROUGH TWENTY-SIX (26), INCLUSIVE, IN BLOCK SEVENTEEN (17) OF PIONEER HEIGHTS ADDITION TO LAS VEGAS, NEVADA, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 35, ON THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND BLOCK "B" OF LADD'S ADDITION TO LAS VEGAS , NEVADA, AS SHOWN BY MAP THEREOF IN FIME IN BOOK 1 OF PLATS, PAGE 2, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

TOGETHER WIH THTHOSE CERTAIN VACATED PORTIONS OF LEWIS AVENUE AND THIRTEENTH STREET LYING ADJACENT TO SAID PROPERTY AS VACATED BY THAT CERTAIN ORDER OF VACATION RECORDED FEBRUARY 15, 1967 IN BOOK 778 AS DOCUMENT NO. 625154 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID PROPERTY LYING SOUTHEASTERLY OF THE MOST NORHTLY BOUNDARY OF RUE THIRTEENTH AS CONVEYED TO THE CITY OF LAS VEGAS BY GRANT, BARGAIN, SALE DEED RECORDED JANUARY 12, 1967 IN BOOK 771 AS DOCUMENT NO. 619233 OF OFFICIALS RECORDS.

TOGETHER WITH THOSE PORTIONS VACATED IN THAT CERTAIN ORDER OF VACATION RECORDED MARCH 11, 2002 IN BOOK 20020311 AS DOCUMENT NO. 01412 OF OFFICIAL RECORDS THAT WOULD PASS THROUGH BY OPERATION OF LAW.

ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

Attachment 2

Inst #: 201108040003573
Fees: $16.00 N/C Fee: $0.00
RPTT: $3646.50 Ex: #
08/04/2011 02:33:12 PM
Receipt #: 869235
Requestor:
NEVADA TITLE LAS VEGAS
Recorded By: MSH Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER

A.P. N.: 139-34-811-047, 139-34-811-052
R.P.T.T.: $3,646.50

Escrow #10-08-0346-BB

Mail tax bill to and
When recorded mail to:
Gay and Lesbian Community Center of
Southern Nevada, Inc.
953 E. Sahara Avenue, Suite B31
Las Vegas, NV 89104

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH, That **Nevada State Bank,** for a valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell and Convey to **GAY AND LESBIAN COMMUNITY CENTER OF SOUTHERN NEVADA, INC., a Nevada non-profit corporation,** all that real property situated in the County of **Clark,** State of Nevada, bounded and described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

SUBJECT TO:

1. Taxes for the current fiscal year, not delinquent, including personal property taxes of any former owner, if any:
2. Restrictions, conditions, reservations, rights, rights of way and easements now of record, if any, or any that actually exist on the property.

TOGETHER WITH all singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

A.P. N.: 139-34-811-047, 139-34-811-052
R.P.T.T.: $3,646.50

Escrow #10-08-0346-BB

Mail tax bill to and
When recorded mail to:
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SUBJECT TO:

1. Taxes for the current fiscal year, not delinquent, including personal property taxes of any former owner, if any:
2. Restrictions, conditions, reservations, rights, rights of way and easements now of record, if any, or any that actually exist on the property.

TOGETHER WITH all singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

IN WITNESS WHEREOF, this instrument has been executed this 3rd day of August, 2011.

Nevada State Bank

By: Pier Martin
Vice President

State of NEVADA }
} ss:
County of Clark }

This instrument was acknowledged before me on August 3rd 2011
by Pier Martin as Vice President
of Nevada State Bank

Danielle Delgado
NOTARY PUBLIC
My Commission Expires: 11/26/12

Notary Public - State of Nevada
County of Clark
DANIELLE DELGADO
My Appointment Expires
November 26, 2012
No: 09-9112-1

State of Nevada
Danielle Delgado
No. 09-9112-1
Expires: 11/26/2012

Escrow No.: 10-08-0346-BB

EXHIBIT "A"
LEGAL DESCRIPTION

LOTS ONE (1) THROUGH TWENTY-SIX (26), INCLUSIVE, IN BLOCK SEVENTEEN (17) OF PIONEER HEIGHTS ADDITION TO LAS VEGAS, NEVADA, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 35, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND BLOCK "B" OF LADD'S ADDITION TO LAS VEGAS, NEVADA, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 2, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

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EXCEPTING THEREFROM ALL THAT PORTION OF SAID PROPERTY LYING SOUTHEASTERLY OF THE MOST NORTHERLY BOUNDARY LINE OF RUE THIRTEENTH AS CONVEYED TO THE CITY OF LAS VEGAS BY GRANT, BARGAIN, SALE DEED RECORDED JANUARY 12, 1967 IN BOOK 771 AS DOCUMENT NO. 619233 OF OFFICIAL RECORDS.

TOGETHER WITH THOSE PORTIONS VACATED IN THAT CERTAIN ORDER OF VACATION RECORDED MARCH 11, 2002 IN BOOK 20020311 AS DOCUMENT NO. 01412 OF OFFICIAL RECORDS THAT WOULD PASS THROUGH BY OPERATION OF LAW.

State of Nevada
Declaration of Value Form

1. Assessor Parcel Number(s)
   a) 139-34-811-047, 139-34-811-052
   b) _____
   c) _____
   d) _____

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page _____
Date of Recording: _____
Notes:

2. Type of Property:
   a. ☐ Vacant Land b. ☐ Sgl. Fam. Residence
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg. f. ☒ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   ☐ Other _____

3 a. Total Value/Sales Price of Property $715,000.00

   b. Deed in Lieu of Foreclosure Only (value of property) _____

   c. Transfer Tax Value: $715,000.00

   d. Real Property Transfer Tax Due $3,646.50

4. **If Exemption Claimed:**

   a. Transfer Tax Exemption, per NRS 375.090, Section: _____

   b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: ____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: Frank Brada as agent for Capacity: GRANTOR/SELLER

Signature: _____ Capacity: GRANTEE/BUYER

SELLER (GRANTOR) INFORMATION (REQUIRED)		BUYER (GRANTEE) INFORMATION (REQUIRED)	
Print Name:	Nevada State Bank By [illegible]	Print Name:	Gay and Lesbian Community Center of Southern Nevada, Inc.
Address:	400 N Green Valley Pkwy, 2nd Floor	Address:	952 E. Sahara Ave #B31
City:	Henderson	City:	Las Vegas
State:	NV Zip: 89074	State:	NV Zip: 89104

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Nevada Title Company Esc. #: 10-08-0346-BB
Address: 2500 N Buffalo, Suite 150
City: Las Vegas State: NV Zip: 89128

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Signed in Counterpart

State of Nevada
Declaration of Value Form

1. Assessor Parcel Number(s)
   a) 139-34-811-047, 139-34-811-052
   b) _____
   c) _____
   d) _____

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page _____
Date of Recording: _____
Notes:

2. Type of Property:
   a. ☐ Vacant Land b. ☐ Sgl. Fam. Residence
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg. f. ☒ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   ☐ Other _____

3 a. Total Value/Sales Price of Property $715,000.00

   b. Deed in Lieu of Foreclosure Only (value of property) _____

   c. Transfer Tax Value: $715,000.00

   d. Real Property Transfer Tax Due $3,646.50

4. **If Exemption Claimed:**

   a. Transfer Tax Exemption, per NRS 375.090, Section: _____

   b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. **Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.**

Signature: _____ Capacity: GRANTOR/SELLER

Signature: _____ Capacity: GRANTEE/BUYER

SELLER (GRANTOR) INFORMATION (REQUIRED)		BUYER (GRANTEE) INFORMATION (REQUIRED)	
Print Name:	Nevada State Bank	Print Name:	Gay and Lesbian Community Center of Southern Nevada, Inc.
Address:	400 N Green Valley Pkwy, 2nd Floor	Address:	
City:	Henderson	City:	
State:	NV Zip: 89074	State:	Zip:

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Nevada Title Company Esc. #: 10-08-0346-BB
Address: 2500 N Buffalo, Suite 150
City: Las Vegas State: NV Zip: 89128

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Signed in Counterpart

ATTACHMENT 3

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. Safety – Fire sprinklers and riser	$35,000.00
2. Electrical Upgrades	$80,000.00
3. Restrooms – Additional fixtures and ADA compliance	$65,000.00
4. Exterior – widening of Drive Channel for access	$60,000.00
TOTAL ESTIMATED PROJECT COSTS (QSP)	$240,000.00
TOTAL PROJECT COSTS	$3,300,000.00
Development/Permitting Costs	
1. List	$0
2. List	$0
3. List	$0
Estimated QSP Grant	$45,000.00

Schedule of Improvements

Work will begin 30 days after approval of Agreement and should be complete within 180 days, depending on contractor's work schedule/work load.

Attachment 4

Please Print Legibly

Quick Start Disclosure of Ownership/Principals (Real Property)

Quick Start Contracting Entity Information

Name The Gay & Lesbian Center of Southern Nevada, Inc.

Mailing Address 953 E. Sahara Ave., Suite B-31, Las Vegas, NV 89103

Business Phone (702) 733-9800

Tax ID or Social Security Number 94-3192750

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 or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Gay and Lesbian Community Center of Southern Nevada, Inc.	953 E Sahara Ave Ste B-31 Las Vegas NV 89104	(702) 733-9800

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:* n/a

Alternative Disclosure of Ownership/Principals

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 n/a

Date of Attached Document _____

Number of pages _____

Certificate 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 11/20/12

State of Nevada }
County of Clark }

This instrument was acknowledged before me on November 20, 2012 (date) by Candice Nichols (name of person).

Notary Public: _____

JOANN CROLLI
Notary Public-State of Nevada
APPT. NO. 02-79131-1
My App. Expires September 18, 2014

ATTACHMENT 5

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF NV }
COUNTY OF Clark } ss:

Please Print Legibly

I, Candice Nichols, 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 Gay and Lesbian Community Center of Southern Nevada Inc, a company duly organized in the State of Nevada as a not for profit, (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 401 S Maryland Pkwy ("Site"), as more particularly described by the Quick Start Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

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. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; ☐ or

   b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant. ☑

   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 or blight. ☐ or,

   d. The improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

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. ____ (initial)

   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past (5) 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 employee 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 20 day of November, 2012.

Authorized Signature: _____

SIGNED AND SWORN TO before me this 20 day of November, 2012, by JoAnn Crolli.

NOTARY PUBLIC

My Commission Expires:

September 18, 2014

JOANN CROLLI
Notary Public-State of Nevada
APPT. NO. 02-79131-1
My App. Expires September 18, 2014

ATTACHMENT 6

Quick Start Real Property Owner Consent

STATE OF NV }
} ss:
COUNTY OF Clark }

I, Candice Nichols, owner and/or authorized representative of Center of Southern Nevada, Inc.
APN# 139-34-801-010 also commonly known as Gay and Lesbian Community (the "Property") hereby acknowledge and consent to the proposed improvements on the Property (the "Project") **and** consent to the participation in the Quick Start Program which are to be undertaken by Gay and Lesbian Community Center of Southern Nevada, Inc., the tenant and/or business owner on the Property. I further consent and authorize the Las Vegas Redevelopment Agency ("Agency"), its officers and employees to have full access to the Property for the purpose of inspecting the Property to determine whether the Project is in compliance with the Quick Start Program.

Under certain circumstances, the Agency may place a restrictive covenant at the completion of the project for a period of five years to ensure that the Property, including the building and its improvements are not demolished by the current or a new property owner. The current property owner and/or business owner will have the option to repurchase the restrictive covenant from the Agency during the five year period. In the event it is determined that a restrictive covenant is necessary, the undersigned owner and tenant/business owner acknowledge and agree to sign an agreement and any related documents to effectuate the restrictive covenant.

DATED this 20 day of November, 2012.

Property Owner Name: [signature]

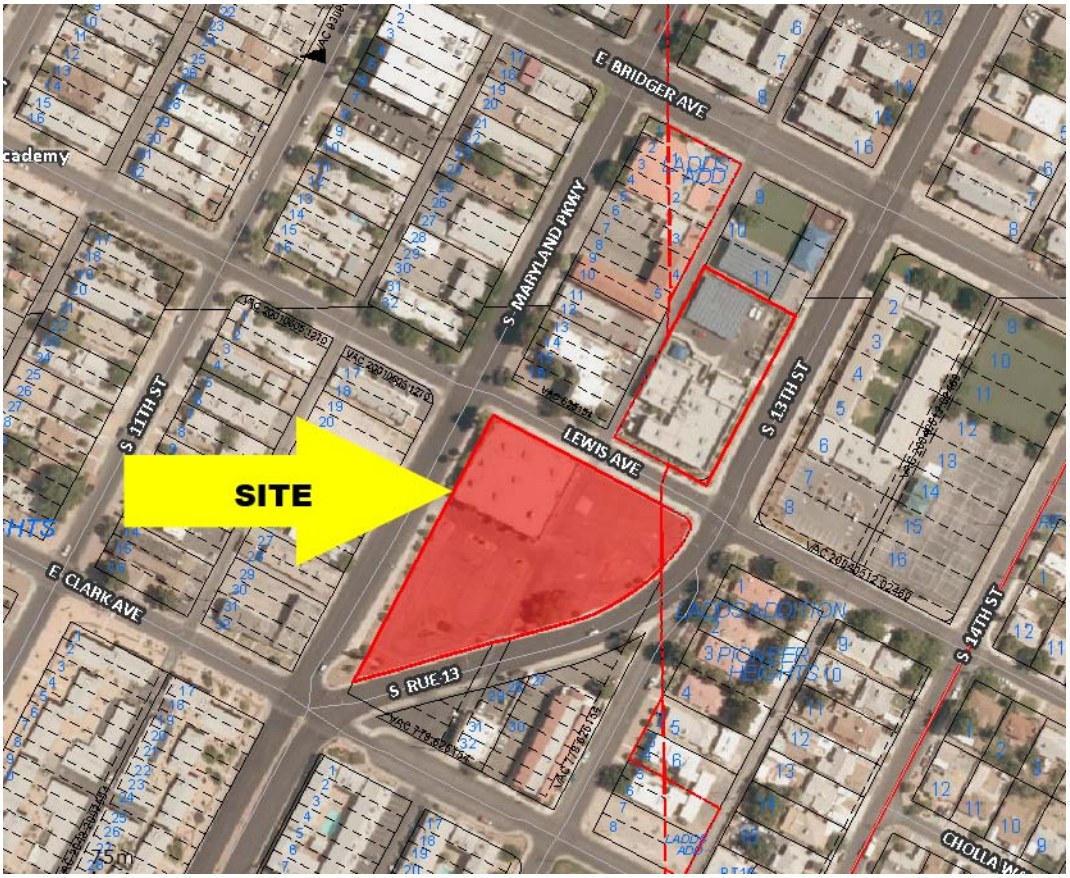
Authorized Representative: _____

SIGNED AND SWORN TO before me this 20 day of November, 2012, by JoAnn Crolli.

NOTARY PUBLIC
My Commission Expires:
September 18, 2014

JOANN CROLLI
Notary Public-State of Nevada
APPT. NO. 02-79131-1
My App. Expires September 18, 2014

Site Map
The Gay and Lesbian Community Center of Southern Nevada
401 South Maryland Pkwy



City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - AUDIT OVERSIGHT COMMITTEE - Councilwoman Lois Tarkanian, Term Expiration 1-21-2013

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas Audit Oversight Committee was created by City Council Resolutions R-49-98 and R-117-98 for the purpose of overseeing various aspects of the City's internal audit function. Two members must be specifically identified members of the City Council and three members must be from the community-at-large. Terms are for two years, with no limit to the number of terms that may be served. Councilwoman Tarkanian's first term expires January 21, 2011. Procedure for this Committee requires appointment by the Mayor, subject to ratification by the City Council.

RECOMMENDATION:
Mayor Goodman to reappoint Councilwoman Tarkanian for an additional 2 year term OR appoint another member of the City Council to serve on the committee

BACKUP DOCUMENTATION:
Current Listing and Authority

9/5/2012

CITY OF LAS VEGAS AUDIT OVERSIGHT COMMITTEE

MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1) COUNCILMAN STEVEN D. ROSS	**4**/4/2012	6/2013
2) COUNCILWOMAN LOIS TARKANIAN	1/21/2009 **(Reapp. 1/19/2011)**	1/21/2013
3) PAUL WORKMAN STEWART, ARCHIBALD & BARNEY	9/04/2002 **(Reapp. 8/18/2004) (Reapp. 8/2/2006) (Reapp. 7/16/2008) (Reapp. 8/4/2010) (Reapp. 8/1/2012)**	8/18/2014
4) BERNETTA STEBRITZ Director of Business & Finance The Meadows School	8/1/2012 **(Effective 8/18/2012)**	8/18/2014
5) CRAIG M. ROSEVEAR, CPA Caesars Entertainment Corporation	9/5/2012	9/5/2014

AUTHORITY: Created by Resolution R-49-98, 5-26-98 (Member Amendment - Resolution R-117-98, 12-7-98). (By-Laws Amended 8/17/2004 by Audit Oversight Committee; removed term limits.)

MEMBERS: 5 MEMBERS appointed by the Mayor subject to ratification by the City Council (Two specifically identified members of the City Council and three members of the community-at-large)

TERM: Members shall each serve a term of two years, or until a successor is appointed. No limit to number of terms. Members may be removed and replaced by the Mayor, subject to Council ratification

NOTES: NO CITY RESIDENCY REQUIREMENT
NO FINANCIAL DISCLOSURE REQUIRED

PURPOSE: The Committee shall have responsibility and authority to perform the following:

- Review and evaluate public reports generated by the internal audit function;
- Evaluate the general effectiveness of the audit program no less often than annually;
- Discuss potential audit assignments and give direction to the City Manager and City Auditor concerning current assignments and anticipated assignments for the upcoming twelve months;
- As individual Committee members and as deemed appropriate, interview applicants for the position of City Auditor and, as a Committee, provide recommendations with regard to the appointment;
- Provide recommendations concerning potential changes to the City Charter concerning the audit function;
- Oversee and reinforce compliance to the City's Internal Audit Policy; and
- Provide such other guidance as necessary in promoting the effectiveness of the audit function.

MEETINGS: The Committee shall meet with the City Auditor and City Manager not less than once per quarter; meetings are subject to the provisions of the Open Meeting Law.

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ADVISORY COMMITTEE ON BUS BENCH/SHELTER CONSTRUCTION AND MAINTENANCE - Vernell McNeal, Term Expires 1-21-2013; Rebecca Medrano, Term Expires 2-1-2013

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Advisory Committee was created by Assembly Bill 239 to provide information and advice to the RTC concerning the construction and maintenance of benches and shelters for passengers of public mass transportation. There is no limit to the number of one-year terms which may be served and no City residency requirement. Mr. McNeal was originally appointed 1-21-2012 and Ms. Medrano was originally appointed 2-1-2012.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. Options are: Reappoint Mr. McNeal and Ms. Medrano OR appoint new members to fill these seats.

BACKUP DOCUMENTATION:
Current Listing and Authority

Regional Transportation Commission of Southern Nevada Advisory Committee on Bus Bench/Shelter Construction and Maintenance

	Name	Appointment Date	Expiration Date
1	**Vernell Paul McNeal**	1 /4 /2012	1/21/2013
		Reapp: N/A	
2	**Rebecca Medrano**	2 /1 /2012	2/1/2013
		Reapp: N/A	

AUTHORITY: NRS 277A.340 (NRS Chapter 373 repealed 2009)

TERM: 1 year term
Must fill unexpired terms
No term limit

APPOINTED: 2 members appointed by the City Council

PURPOSE: Provides information and advice to the Regional Transportation Commission concerning the construction and maintenance of benches and shelters for passengers of public mass transportation in the county.

MEETINGS: 3rd Thursday each month at 3:00 P.M.

NOTES: No City Residency Requirement
No compensation, per diem, or travel expenses

CONTACTS: Ted Olivas, Director, Administrative Services, City of Las Vegas

Jacob Snow, Regional Transportation Commission, 600 S. Grand Central Parkway, Ste. #350, Las Vegas, Nevada 89106 (676-1608)

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS LATER MEETING:

Bill No. 2012-56 - For Possible Action - Annexation No. ANX-46720 - Property location: On the southeast corner of Elkhorn Road and Hualapai Way; Petitioned by: Ernest A. Becker IV & Kathleen C. Becker Family Trust; Acreage: 10.34 acres; Zoned: R-E (County zoning), U (City equivalent). Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property generally located on the southeast corner of Elkhorn Road and Hualapai Way. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (January 22, 2013) is set by this ordinance.

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. 2012-56 and Location Map

BILL NO. 2012-56

ORDINANCE NO. _____

AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO PARTICULARLY DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS INHABITANTS SUBJECT TO THE LAWS, OBLIGATIONS AND BENEFITS OF THE CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (ANX-46720)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described generally as located southeast corner of Elkhorn Road and Hualapai Way.

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

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

Government Lot 7 and Government Lot 8 in the Northwest Quarter (NW 1/4) of Section 19, Township 19 South, Range 60 East, M.D.M. in the County of Clark, State of Nevada, as shown on Record of Survey in File 54, Page 89 of Clark County, Nevada records described as follows:

BEGINNING at the northwest corner of the Northwest Quarter (NW 1/4) of said Section 19; thence along the north line of said Northwest Quarter (NW 1/4), and along the north line of Government Lot 8 and Government Lot 7 and along the centerline of ELKHORN ROAD, South 89°47'00" East 673.62 feet to the northeast corner of said Government Lot 7; thence departing said north line, along the east line of said Government Lot 7, South 00°37'16" East 669.05 feet to the southeast corner of said Government Lot 7; thence along the south line of said Government Lot 7 and Government Lot 8, North 89°52'05" West 675.93 feet to the southwest corner of said Government Lot 8; thence along the west line of said Northwest Quarter (NW 1/4) and along the centerline of HUALAPAI WAY, North 00°25'26" West 670.02 feet to the POINT OF BEGINNING.

BASIS OF BEARINGS: South 89°47'00" East being the north line of the Northwest Quarter (NW 1/4) of Section 19, T19S, R60E, M.D.M. as per BLM Supplemental Plat of Section 19 of June 29, 1955.

Prepared by:
Brian Yu, PLS
Dept. of Operation and Maintenance,
Right-of-Way,
City of Las Vegas,
333 N. Rancho Drive, 8th Floor,
Las Vegas, NV 89106

SECTION 2: The City Council hereby determines that the described territory meets the requirements provided by law for annexation to the City for the following reasons:

A. The area to be annexed was contiguous to the City's boundaries at the time the annexation proceedings were instituted;

B. More than one-eighth (1/8) of the aggregate external boundaries of the area are contiguous to the City;

C. The territory proposed to be annexed is not included within the boundaries of another incorporated city or within the boundaries of any unincorporated town as those boundaries existed as of July 1, 1983;

D. The City is eligible to annex the described territory since the landowners have signed a petition constituting one hundred percent (100%) of the owners of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities

such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 22nd day of January, 2013, and on that date the City will have the funds appropriated in sufficient amount to finance the extension into the described territory of police protection, fire protection, street maintenance, street sweeping, and street lighting maintenance.

SECTION 5: The described territory, together with the inhabitants and property thereof, shall, from and after the 22nd day of January, 2013, be subject to all debts, laws, ordinances and regulations in force in the City and shall be entitled to the same privileges and benefits as other parts of the City, and shall be subject to municipal taxes levied by the City.

SECTION 6: The City Engineer is hereby instructed to cause to be prepared an accurate map or plat of the described territory and to record the map or plat, together with a certified copy of this ordinance, in the office of the County Recorder of Clark County, Nevada, which recording shall be done prior to the 22nd day of January, 2013.

SECTION 7: The described territory, which previously has been zoned R-E (County of Clark classification), is hereby classified as U (City of Las Vegas classification), which is deemed to be the City equivalent of the County classification.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence,

clause of 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, 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 _____, 2013.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 11-15-12
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2012, 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 _____, 2013, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

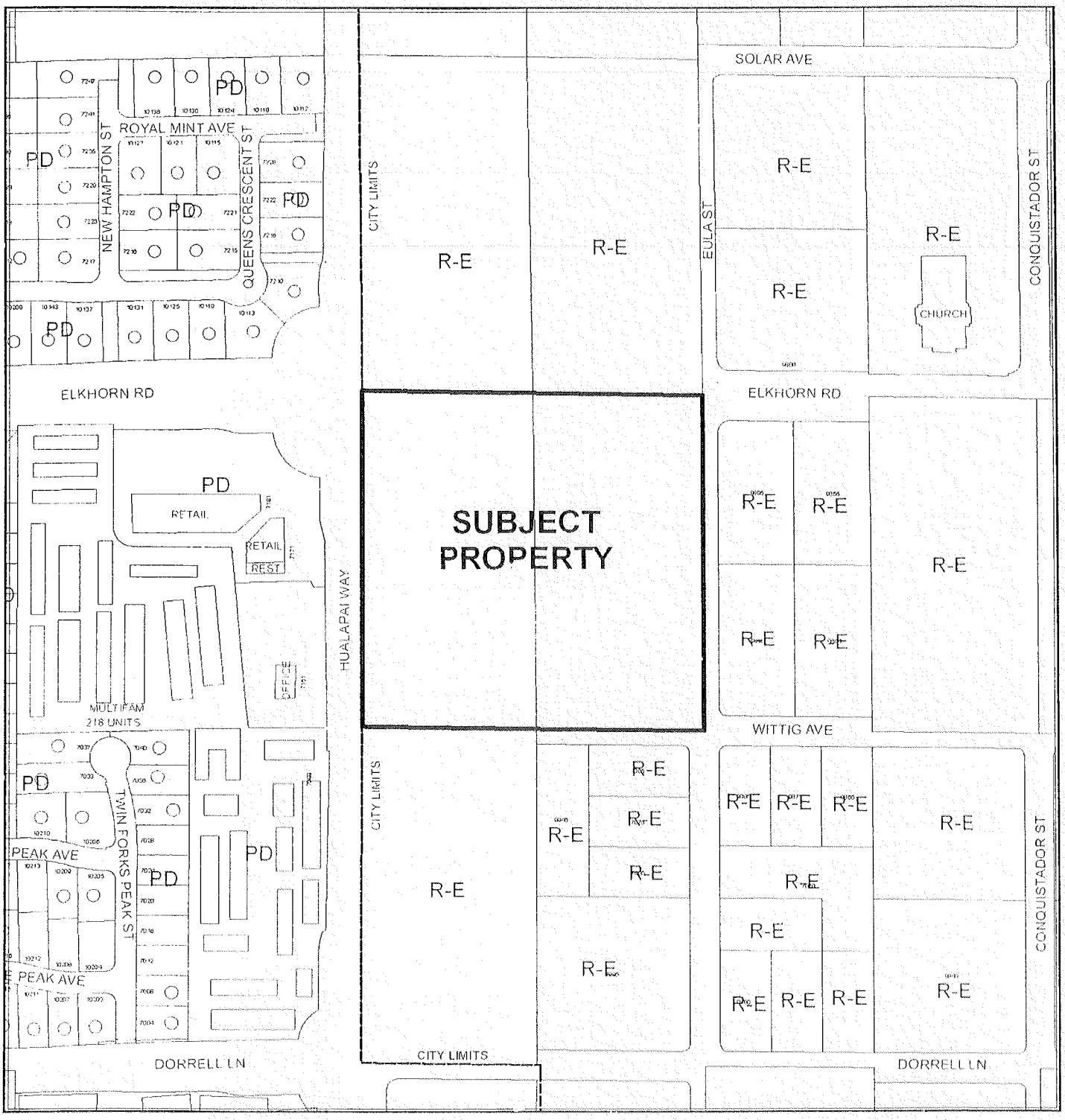
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: ANX-46720

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City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2012-58 - For Possible Action - Updates the City's regulations regarding tavern-limited licensure and expands the prohibition on restricted gaming for tavern-limited licensees.
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 update the City's regulations regarding tavern-limited licenses within the downtown area. Specifically, the bill will allow tavern-limited licenses throughout the Downtown Centennial plan area (instead of just within the entertainment overlay district), subject to certain types of conditions. The bill also provides definitions, standards and limitations for themed establishments and outdoor entertainment complexes, and clarifies that the expanded opportunities for a tavern-limited license under this bill do not include additional opportunities for gaming.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2012-58
2. Business Impact Statement

BILL NO. 2012-58

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE CITY'S REGULATIONS REGARDING TAVERN-LIMITED LICENSURE, EXPAND THE PROHIBITION ON RESTRICTED GAMING FOR TAVERN-LIMITED LICENSEES, AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Carolyn G. Goodman

Summary: Updates the City's regulations regarding tavern-limited licensure and expands the prohibition on restricted gaming for tavern-limited licensees.

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

SECTION 1: Title 6, Chapter 50, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.020: Unless the context otherwise requires, the scope of all words in this Chapter shall be liberally construed in order to effectuate the purpose of this Chapter, and, in particular, the following words shall have the meaning ascribed to them as follows:

"Alcoholic beverage" includes alcohol, spirits, liquor, wine and beer, and every liquid or solid which contains alcohol, spirits, liquor, wine or beer; and which contains one-half of one percent or more of alcohol by volume; and which is fit for beverage purposes, either alone or when diluted, mixed or combined with other substances. Any liquid or solid containing beer or wine in combination with any other alcoholic beverage shall not be construed to be beer or wine.

"Alcoholic beverage caterer" means a person who serves or sells alcoholic beverages only for consumption on the premises where the same are dispensed, served or sold during the times, dates and places specified by permit.

"Art gallery or art studio" means a business establishment where the general public is invited to view artistic exhibitions, presentations and performances.

"Banquet or event establishment" means any establishment which is rented by individuals or groups to accommodate private or public events. Such establishment may or may not include:

(1) Kitchen facilities for the preparation or catering of food.

(2) Outdoor gardens or reception facilities.

"Beer" means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops or similar product, or any combination thereof, in water.

"Commercial center" means a concentration of retail stores that:

(1) Contains at least eighty thousand square feet of retail space enclosed within a building or buildings;

(2) Contains at least one anchor retail store of at least twenty thousand square feet;

(3) Includes a parking lot common to the retail stores; and

(4) Is situated on at least fifteen gross acres of land.

"Container," except as the context otherwise requires, means a receptacle provided by an establishment (or otherwise) from which alcoholic beverages are consumed on the premises of the establishment.

"Convenience store" means a retail establishment other than a drugstore, which:

(1) Offers for sale prepackaged food products, household items and other goods commonly associated with those products and items, provided that not more than thirty percent of its physical retail inventory on the establishment premises is devoted to alcoholic beverages;

(2) Contains not less than one thousand two hundred square feet, nor more than five thousand square feet of floor space devoted to retail sales display, exclusive of warehouse and office areas; and

(3) Displays alcoholic beverages for sale no closer than ten feet from any public entrance to the establishment.

"Convention facility" means a structure which has at least 100,000 square feet of floor space utilized for scheduling, hosting or accommodating a convention, trade show or temporary event, whether the activity is open or closed to the general public. For purposes of this Chapter, the term includes a stadium facility that is operated in conjunction with a convention facility, but does not include a permanent trade show facility.

"Cooler" means any prebottled alcoholic beverage, other than beer or wine, that is a distillate obtained from the fermentation of the natural contents of fruits or other agricultural products containing natural or added sugar, which contains not more than ten percent of alcohol by volume.

"Downtown Centennial Plan overlay district" has the meaning and boundaries as described at LVMC 19.10.110.

"Downtown entertainment overlay district" [means that area of the City bounded by Ogden Avenue on the north, Carson Avenue on the south, Las Vegas Boulevard on the west and 8th Street on the east.] has the meaning and boundaries as described at LVMC 19.10.120.

"Drugstore" means a business establishment which occupies the entire business premises of a building, or a portion of the business premises of a building which is segregated physically or spatially from the rest of the business premises, where a State licensed pharmacist is present at all times the pharmacy operation is open for the purpose of compounding or dispensing, or both compounding and dispensing of drugs and medicines, and where a grill and fountain service is permitted as well as the retail sales of sundries, including stationery, magazines, cosmetics and health items.

"Dues" means fees paid on a monthly, quarterly, semiannual or annual basis for the right to participate in the planning of activities and the utilization of services offered by a nonprofit corporation, association or organization. The term "dues" does not include fees paid for the purchase of drinks, meals or other services offered by a nonprofit corporation, association or organization.

"Event" means private or public activity, including, but not limited to, weddings, birthdays, ceremonials, commemorations, anniversaries, family reunions, fund raisers, political campaign gatherings, and religious or other types of observances.

"Gift basket" means a receptacle or container that may be filled with food items or novelty items, and alcoholic beverages in sealed or corked containers in quantities not greater than 25.4 ounces (approximately 1.79 pints), measured in the English system of weights and measures, or in quantities not greater than seven hundred fifty milliliters measured in the metric system of weights and measures.

"Groceries" means staple food stuffs, dairy products, meats and produce meant for human consumption; articles used in the preparation of food; and household supplies.

"Grocery store" means a business establishment which occupies all of the business premises of a building or a portion of the business premises of a building which is segregated physically or spatially from the rest of the business premises, and which contains more than five thousand square

feet of floor space for the display and sale of groceries and alcoholic beverages, exclusive of warehouse and office space. The term does not include an establishment in which more than thirty percent of the physical retail inventory on the establishment premises consists of alcoholic beverages.

"Hotel lounge bar" means a bar located in a lounge area of a hotel where alcoholic beverages are sold for consumption in specified areas only.

"Key employee" means an employee designated by a business licensee to oversee the operations of the business in the absence of the licensee.

"Liquor store" means a specialty retail store which does not allow entry to minors (except as provided for in LVMC 6.50.170) and which deals exclusively in alcoholic beverages and related items including magazines, newspapers and packaged snack foods.

"Malt beverage" means beer, ale, porter, stout and other similar fermented beverages of any name or description, brewed or produced from malt, wholly or in part.

"Meal" means an assortment of food listed on a menu which must include entrees, appetizers, side items and desserts available for purchase at various hours of the day.

"Mega store" means a business which has in excess of twenty-five thousand square feet of floor space devoted for the sale of a multiple line of products, including, but not limited to groceries, electronics, pharmaceuticals, home decorating and improvement supplies, office supplies, clothing and similar items.

"Nonprofit club" means any nonprofit corporation, association or organization which has been in continual existence for at least two years prior to applying for a license under this Chapter, and:

(1) Is organized or qualified to do business and operate under the laws of the State;

(2) Has tax-exempt status granted by the United States Internal Revenue Service;

(3) Maintains a membership of at least one hundred active members who are residents of Southern Nevada, who are twenty-one years of age or older and who pay dues to the nonprofit corporation, association, or organization;

(4) Operates a clubhouse, clubroom or meeting room in a permanent location which it owns or leases; and

(5) Maintains a 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.

"Off-sale" means the sale of alcoholic beverages in original sealed or corked containers for consumption off the premises where the same are sold.

"On-sale" means the sale of alcoholic beverages for consumption on the premises where the same are sold.

"Outdoor entertainment complex" means an outdoor environment mixing retail uses, restaurant uses, entertainment and recreational uses located upon one parcel of land that:

(1) Is greater than one gross acre in size;

(2) Is located wholly within the boundaries of the downtown entertainment overlay district;

(3) Provides for a minimum of ten thousand square feet of retail space within permanent or semi-permanent structures;

(4) Contains at least one restaurant;

(5) Provides on the parcel at least fifty permanent seats where meals may be consumed; and

(6) Provides event or exhibition space (or both) of at least five hundred square feet. For purposes of this definition, a "semi-permanent structure" means a structure or container that is not permanently affixed to the ground but is not readily moveable. "Semi-permanent structure" explicitly includes an intermodal cargo transport container, commonly referred to as a "cargo container" or "shipping container," but does not include a recreational vehicle, mobile kitchen, catering truck or mobile home.

"Permanent trade show" means an event held at a permanent trade show facility where products, goods or wares are displayed for the purpose of exhibitors demonstrating and soliciting orders for the wholesale of or offering for wholesale of such products, goods or wares exclusively to members of a specific industry or industries.

"Permanent trade show facility" means a parcel or contiguous parcels of land with one or more buildings located thereon consisting of a minimum of two hundred fifty thousand square feet of floor space that is designed and intended primarily to conduct one or more permanent trade shows annually,

at which members of the general public are not admitted. A "permanent trade show facility" may also be used for events to which the general public is invited.

"Restaurant" means a place which is regularly and in a bona fide manner used and kept open for the service of meals to guests for compensation; and which has suitable kitchen facilities connected therewith, containing conveniences for cooking an assortment of foods which may be required for ordinary meals.

"Restaurant service bar" means a bar wherein alcoholic beverage drinks are prepared for service only at tables in a restaurant for consumption only in connection with a meal on the premises where the same is sold.

"Sale" means the act of selling and, in connection therewith, "sell" means, for compensation or any other private or public business purpose at a commercial location, to sell, serve, give away, or distribute; or to cause or permit to be sold, served, given away or distributed or to possess with the intent to sell, serve, permit consumption, give away or distribute; or to solicit or receive orders to sell, serve, give away or distribute.

"Specialty merchandise store" means a retail store located within a commercial center that:

(1) Has at least eighteen thousand square feet of gross floor area;

(2) Has at least eleven thousand five hundred square feet of floor space dedicated to the sale and display of furniture, glassware, kitchenware and other household goods;

(3) Has at least three thousand six hundred square feet of floor space dedicated to the sale and display of gourmet foods and nonalcoholic beverages; and

(4) Maintains an inventory of beer, wine and coolers with a wholesale value of at least twenty-five thousand dollars.

"Supper club" means a restaurant and bar operation with alcoholic beverage sales wherein the bar area is separated from the restaurant area by a barrier sufficient to prevent access to the bar area by minors and the restaurant operation is the principal portion of the business.

"Themed establishment" means an establishment that is designed and operated so as to evoke a particular culture, ethnicity, historical or fictional period, that represents such unique theme through one or more of the following attributes: entertainment, activity, music, ambiance, décor, signage,

cuisine, drink offerings or the costuming of staff.

"Wedding chapel" means a business establishment that is licensed to perform marriages in accordance with State law.

"Wholesale dealer" or "wholesaler" means a person who sells alcoholic beverages for the purposes of resale.

"Wine" means any alcoholic beverage, other than beer, obtained by the fermentation of the natural contents of fruits or other agricultural products containing natural or added sugar, which contains not more than twenty-two percent of alcohol by volume.

SECTION 2: Title 6, Chapter 50, Section 250, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.250: (A) A tavern-limited license:

(1) Authorizes the sale of alcoholic beverages only for consumption on the premises where the same are sold[.], except as otherwise provided at LVMC 6.50.250(C).

(2) May only be issued for premises located [in the downtown entertainment overlay district or in another entertainment district that may be established by this Chapter.] entirely within the Downtown Centennial Plan overlay district, or, in the case of a tavern-limited license issued under LVMC 6.50.250(C), may only be issued if an outdoor entertainment complex is entirely within the downtown entertainment overlay district.

(3) Is not transferable, except to a location [within the same entertainment district] for which a new license of that type would qualify under Paragraph (2) of Section (A) above and to an operator who has been approved by the City Council.

(B) Except with respect to a tavern-limited license issued under LVMC 6.50.250(C), [A] a tavern-limited license, or the transfer of a license, may be conditioned upon one or more of the following:

[(1) The prior creation of an improvement district for a commercial area vitalization project for the District, and a binding commitment of continued full participation by the property owner (and any tenant or licensee) in the improvement district.

(2) Annual review for conformity to licensing standards and conditions.

(3) Submittal of a Business Security Plan, to be approved by the City, with the review and recommendation of Metro.

(4) Submittal of a Sidewalk/Streetscape Maintenance Plan and Budget, to be approved by the City.

(5) A requirement for live entertainment to be provided at least four nights per week, including but not be limited to the following:

(a) Tavern with music entertainment venue, with live music (jazz, blues, reggae, hip hop, rock'n'roll, etc.);

(b) Supper club/restaurant, serves full meals and light snacks, with live music, with or without dancing, including bar and cocktail service;

(c) Dance hall/night club/discotheque, dancing with live music or live disk jockey, including bar and cocktail service;

(d) Tavern with comedy entertainment venue, with live comedic performers, including bar and cocktail service;

(e) Tavern with karaoke entertainment venue, with amateur guest performers, including bar and cocktail service;

(f) Themed restaurant, with discernible and unique theme, style or character, serves full meals and light snacks, including bar and cocktail service;

(g) Themed night club, with discernible and unique theme, style or character, dancing with live music or live disk jockey, including bar and cocktail service;

(h) Themed tavern, with a discernible and unique theme, style or character, including bar and cocktail service; and

(i) Other live entertainment venues, to be determined by the City Council for acceptability and conformity to the goals and objectives of the District.

(6) Such other conditions as may be recommended by City staff and imposed by the City Council.

(C) Upon receipt of an application for a tavern-limited license, the Department shall forward a copy of the application to the City's Office of Business Development for review.]

(1) That the establishment be a themed establishment, the theme to be approved by the Director after submission of a written description of at least three operational elements establishing a theme.

(2) That the establishment provide live entertainment at least two nights per week, including, but not limited to the following:

(a) Music entertainment venue, with live music or disk jockey (jazz, blues, reggae, hip hop, rock'n'roll, etc.);

(b) Nightclub venue with dancing and live music or live disk jockey;

(c) Comedy entertainment venue, with live comedic performers;

(d) Karaoke entertainment venue, with amateur guest performers; and

(e) Other live entertainment venues, to be determined by the City Council for acceptability and conformity to the goals and objectives of the District.

(3) That the establishment provide for outdoor seating in a number and manner approved by the City Council.

(4) Establishment of an annual review for conformity to the licensing standards and conditions, for a period of time to be established by the City Council.

(5) Submittal of a business security plan, to be approved by the City.

(6) Such other conditions as may be recommended by City staff and imposed by the City Council.

(C) Independent of the provisions contained in Subsection (B) of this Section, a person who owns or controls an outdoor entertainment complex, or a person who is associated with such a person by means of license or lease or other written consent to operate an outdoor entertainment complex, may only engage in the business of selling alcoholic beverages, advertise the same or permit the consumption of alcoholic beverages upon the premises of an outdoor entertainment complex by obtaining and thereafter maintaining a valid unexpired tavern-limited license specific for an outdoor entertainment complex pursuant to this Code. Unless otherwise restricted by conditions imposed on a license by the City Council, such a license authorizes the sale of alcoholic beverages for

consumption at any location within an outdoor entertainment complex, but subject to compliance with the provisions of Subsections (D) and (E) of this Section.

(D) The issuance of a tavern-limited license under Subsection (C) of this Section shall be contingent upon the following:

(1) Submittal of a business security plan that:

(a) Is designed to ensure that minors are not served or permitted to consume alcoholic beverages; and

(b) Specifically identifies how the operator of the outdoor entertainment complex will ensure that patrons will not remove alcoholic beverages from the complex.

(2) Submittal of an internal signage plan that, at a minimum, is designed to ensure the existence and maintenance of signage that reasonably and appropriately:

(a) Indicates that minors are not to be served nor consume alcohol;

(b) Displays the scheduled entertainment to be provided to the public.

(3) Approval by the Director of the plans identified in Paragraphs (1) and (2) above, taking into account any review and recommendation of Metro regarding those plans.

(E) A tavern-limited license under Subsection (C) of this Section shall be conditioned upon compliance by the licensee and the operator of the outdoor entertainment complex with the following requirements:

(1) That at least one restaurant within the outdoor entertainment complex is open and fully operational whenever any alcoholic beverage service is available, except when the complex is closed to minors or a special event permit has been issued for an event pursuant to LVMC Chapter 12.02.

(2) That no alcoholic beverages are allowed to be consumed within any retail establishment operating at the outdoor entertainment complex.

(3) That patrons and guests are not allowed to leave the outdoor entertainment complex with an alcoholic beverage.

(4) That access into and out of the outdoor entertainment complex is

controlled so that there are no more than four points of ingress and egress.

(5) Such other conditions as may be recommended by City staff and imposed by the City Council.

(F) The transfer of a license issued under Subsection (C) of this Section shall be subject to the contingencies and conditions regarding an initial license that are identified in Subsections (D) and (E) of this Section.

SECTION 3: Title 6, Chapter 50, Section 450, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.450: It is unlawful for any person to sell any alcoholic beverage:

(A) Without a valid unexpired license issued pursuant to this chapter; provided however, that this prohibition does not apply to employees of persons licensed pursuant to this Chapter during the course of such employment;

(B) To a person who is intoxicated;

(C) For delivery to a personal residence pursuant to a request for such delivery; provided, however, that this prohibition does not apply to deliveries of beer in kegs having a capacity of not less than one quarter barrel or to gift basket deliveries authorized by LVMC 6.50.100;

(D) Through or by means of a drive-in or walk-up window, door or other opening;

(E) In any manner not authorized by the license under which authority the person making such sale is authorized to do business; **[**and**]**

(F) At any place where persons under twenty-one years of age are present, except: **[**unless they are**]**

(1) When such persons are continuously accompanied by a parent or legal guardian**[**.**]**; or

(2) In connection with the authorized operation of one or more tavern-limited licenses within an outdoor entertainment complex pursuant to LVMC 6.50.250.

SECTION 4: Title 6, Chapter 50, Section 520, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.520: (A) Subject to the provisions of Subsection (C) of this Section, no entertainment,

as defined in Subsection (B), may be offered in any establishment in the following licensing categories unless that form of entertainment has been approved in advance by the approval authority:

(1) Banquet or event establishment;

(2) Beer/wine/cooler on-sale;

(3) Nonprofit club general;

(4) Restaurant service bar;

(5) Supper club; [or]

(6) Tavern[.]; or

(7) Establishment with a tavern-limited license that is outside of the boundaries of the downtown entertainment overlay district.

(B) For purposes of this Section:

(1) "Approval authority" means the City Council, if the approval is sought in connection with initial licensing approval by the City Council, and the Director otherwise.

(2) "Entertainment" means one or more of the following:

(a) Live music (with or without dancing);

(b) Live disk jockey (with dancing);

(c) Live comedic performers; or

(d) Karaoke entertainment.

(C) This Section applies only to establishments licensed after the effective date of [the Ordinance codified in this Section.] Ordinance No. 6071.

SECTION 5: Title 6, Chapter 40, Section 155, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.40.155 (A) The City Council may deny any application for a gaming license if it deems the place or location for which the license is sought to be unsuitable for the conduct of gaming.

[(A)] (B) No restricted gaming shall be conducted, maintained or operated in the following places or locations:

(1) Laundromats;

(2) Bakeries, donut shops and any other retail location, except as otherwise

provided in LVMC 6.40.140 and 6.40.150;

(3) Movie theaters and professional offices;

(4) Fast food establishments;

(5) Hotels with a lounge bar license; [and]

(6) Locations within the Downtown Entertainment Overlay District, as described in LVMC [19.06.120.] 19.10.120;

(7) Establishments at which a person holds a tavern-limited license; and

(8) Outdoor entertainment complexes.

[(B)] (C) Locations listed in Subsection (B) that are licensed for gaming as of the date this section (or any amendment thereto) was adopted may be allowed to continue their licenses so long as the nature and character of the business at the location does not materially change.

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 _____, 2013.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 11-26-12
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2012, 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 _____, 2013, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2012-58
(Updates City's ordinances regarding tavern-limited liquor licensure and expands the prohibition on restricted gaming for tavern-limited licensees)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2012-58, that would update the City's regulations regarding tavern-limited licensure and expand the prohibition on restricted gaming for tavern-limited licensees

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

No comments were solicited. The proposal expands the current boundaries for tavern-limited liquor licensure and adds a new type of tavern-limited liquor license for the downtown entertainment overlay district. This ordinance is not anticipated to have a materially different impact on businesses than existing regulations.

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None identified

Beneficial effects:

None identified

Direct effects:

None

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: November 26, 2012

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2012-59 - Updates the privileged licensing regulations regarding licensing and suitability review and the investigation process. (TXT - 44620) Sponsored by: Councilman Ricki Y. Barlow

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will update the privileged licensing regulations regarding licensing and suitability review and the investigation process. The bill will 1) clarify when certain kinds of background investigations will be required of license applicants and principals, 2) clarify the submittals necessary in connection with financial background investigations, and 3) establish an ongoing duty for principals to report certain kinds of actions taken against them.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2012-59
2. Business Impact Statement

BILL NO. 2012-59

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE CITY'S PRIVILEGED LICENSING REGULATIONS REGARDING LICENSING AND SUITABILITY REVIEW AND THE INVESTIGATION PROCESS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Ricki Y. Barlow

Summary: Updates the privileged licensing regulations regarding licensing and suitability review and the investigation process.

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

SECTION 1: Title 6, Chapter 2, Section 010, of the Municipal Code of the City of Las Vegas, Nevada 1983 Edition, is hereby amended to read as follows:

6.02.010: Unless the context otherwise requires, the scope of all words in this Title shall be liberally construed in order to effectuate the purposes of this Title. In particular, the following words shall have the meaning ascribed to them as follows:

"Applicant" means any person who has applied for a City business license, approval of suitability, work card or any permit.

"Business" means any business, commercial enterprise, trade, occupation, calling, profession, vocation or activity engaged in, conducted, carried on, advertised or marketed, by any person, his agent or employee for the purpose of gain, benefit or advantage, either direct or indirect.

"Department" means the Department of Planning.

"Director" means the Director of the Department of Planning and those persons authorized to act in the Director's behalf.

"Employee" means any person who performs services for another for hire, salary, wages or any other kind of compensation, whether or not the services are casual, temporary or permanent, and whether or not the contract of service is express or implied, oral or written.

"Establishment" means any business conducted in or upon any premises, and includes any buildings, improvements, equipment and facilities used or maintained in connection with such business.

"Governmental entity" means an entity of Federal, State or local government whose activities

are exempt from Federal income taxation.

"Gross sales/gross revenues," as used in connection with the determination of license fees, means the total amount of the sale price of all goods sold, the total amount charged or received for the performance of any act, service or employment, of whatever nature it may be, whether or not such service, act or employment is performed as part of or in connection with the sale of goods, wares or merchandise for which a charge is made or credit allowed, including all receipts, cash, credits or property of any kind, any amount for which credit is allowed by the seller to the purchaser without any deduction therefrom on account of the cost of property of any kind, any amount for which credit is allowed by the seller to the purchaser without any deduction therefrom on account of the cost of property sold, cost of materials used, labor or service costs, interest paid or payable, losses or any other expense whatsoever.

(A) The term gross sales/gross revenue shall not include:

(1) Cash discounts which are allowed or taken on sales/revenue;

(2) Over-allowance on trade-ins of used merchandise, cars or goods which are received in trade for the purchase of new merchandise, cars or goods. For purposes of this definition, "over-allowance" means the amount which is allowed on any trade-in which is in excess of the actual sale price of the trade-in by the dealer, whether that sale is wholesale, retail or at auction. In order for a dealer of new merchandise, cars or goods to substantiate deductions for over-allowances, a separate general ledger account must be maintained which accumulates the total over-allowances. This account must be supported by a cash receipt journal or similar journal which summarizes the daily transactions. Each daily entry must be supported by the original contract which clearly substantiates the difference between the actual sales price and the allowance which is given to the customer on the trade-in;

(3) Inventory transfers between dealers of new merchandise, cars or goods and their wholly owned leasing companies, wherein no profit is involved. In order for a dealer of new merchandise, cars or goods to substantiate deductions for inventory transfers, a separate account must be maintained in the general ledger for all merchandise, cars or goods which are transferred to its wholly owned leasing company. These transactions must be traceable to a cash receipt journal or

similar journal which summarizes daily transactions. Each daily entry must be supported by paperwork which legally transfers the new merchandise, car or goods to the leasing company;

(4) Any tax on fuel or retail sales that is collected by the seller; and

(5) Any charge between a purchaser and seller where, at the time a license fee is due, the purchaser and seller are related entities as defined in Section 267 of the Internal Revenue Code.

"Health District" means the Southern Nevada Health District.

"License" means permission granted by the licensing authority to engage in the business for which the license is issued, which permission typically is evidenced by a written document.

"Licensee" means any person to whom a valid license has been issued pursuant to this Title.

"License fee" means any money required by law to be paid to obtain, renew or maintain a license.

"Metro" means the Las Vegas Metropolitan Police Department.

"Person" includes any association, corporation, firm, partnership, trust or other form of business or social association or organization, as well as a natural person and the estate of a natural person.

"Personal representative" means any person authorized to act on behalf of the estate of a natural person.

"Premises" means land together with all buildings, appurtenances, improvements, parking areas and personal property located thereon.

"Principal" means:

(A) Any person who is an officer, director, trustee, personal representative or general partner or who has an ownership interest in or voting control of the business equal to or greater than ten percent of the entire ownership of voting control of such business. If the ownership interest or voting control is held by a person other than an individual, then each officer, director, trustee, personal representative or general partner of such person is a principal;

(B) Any person who is or will be directly engaged in the administration or supervision of the business; and

(C) Any other person if, in the Director's opinion, the person exercises, or is capable of exercising, significant influence over the business, including, but not limited to, a natural person or corporate entity that provides a source of funding for the initial capitalization and/or the ongoing payment of expenses for the business.

"Professional" means a person who:

(A) Holds a license, certificate, registration, permit or similar type of authorization issued by a State regulatory body as defined in NRS 622.060, or who is regulated pursuant to the Nevada Supreme Court Rules; and

(B) Practices his or her profession for any type of compensation as an employee of a professional business. The term "employee of a professional business," for the purposes of this definition, includes an owner, sole proprietor, member, partner or associate of a professional business, but does not include a person who, under a contractual arrangement with a professional business, provides services for or in association with that business as an independent contractor.

"Professional business" means a business which:

(A) Holds itself out as offering services regarding one or more of the professions regulated by a State regulatory body as defined in NRS 622.060 or by Nevada Supreme Court Rules; and

(B) Provides such services through the business's principals, professionals, or others qualified under State law or Nevada Supreme Court Rules to provide such services.

For purposes of licensing and the payment of business license fees, the term includes the business activities of a person who provides or offers to provide such services in association with, and by means of an independent contractor relationship with, another professional business providing those services.

"Valid unexpired license" means a license that has not been suspended or revoked before its expiration date.

SECTION 2: Title 6, Chapter 6, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.06.030: (A) The application for a license must provide:

(1) The applicant's prior business activities[, financial history] and business associations covering at least the ten-year period immediately preceding the [year] date of filing the application;

(2) Any persons that constitute the current or proposed ownership structure of the business, any and all sources of funding used for the initial capitalization of the business and any and all sources of funding used for its ongoing operations. As used in this subsection, the term "sources of funding" includes, but is not limited to, loans, lines of credit, gifts, proceeds from sale of tangible or intangible property (including equity in the business), personal funds or any other source, whether provided by the applicant, another natural person or any corporate entity.

(3) The name, address and job description of each person who is to be actively engaged in the administration or supervision of the business to be licensed.

(4) The name and address of each principal.

(B) If requested by the Department in accordance with a written policy established by the Director, the applicant's present and past financial position and history must be provided on the application covering at least the ten-year period immediately preceding the date of filing the application.

[(B)] (C) The applicant shall agree in writing that, if a license is granted, the applicant will accept the license subject to all of the terms and provisions of this Title and that the license is a privilege conferred upon the person who is granted the license.

[(C)] (D) The applicant shall authorize the City in writing to obtain information from 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 the license and other City business regulations. The applicant shall also sign a release of claims and hold-harmless agreement to the City for its use of the information provided by the applicant or discovered during any investigation thereof.

SECTION 3: Title 6, Chapter 6, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.06.070: (A) The application for approval for suitability shall be filed with the Department

on forms acceptable to the Department. The applicant shall furnish all the information required by the Department, covering at least the ten-year period immediately preceding the date of filing the application, including but not limited to, the following:

(1) The applicant's personal and family history;

(2) If requested by the Department in accordance with a written policy established by the Director, the applicant's present and past financial position and history;

(3) The applicant's criminal history and civil and administrative litigation history;

(4) The applicant's education, training, employment, business and professional history; and

(5) The applicant's past and proposed affiliation with the licensee.

(B) The Department is authorized to require disclosure of any information that reasonably relates to the applicant's qualification, acceptability or fitness for an approval for suitability.

SECTION 4: Title 6, Chapter 6, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.06.100: Each applicant shall pay the following non-refundable fee deposits at the time of filing an application for a license or approval for suitability with the Department:

(A) Two hundred dollars [made] payable to [Metro] the Department for the investigation of a license application, which amount shall be forwarded to Metro, if the license application is forwarded to Metro for investigation.

(B) One hundred fifty dollars [made] payable to [Metro] the Department for the investigation of an approval for suitability application, which amount shall be forwarded to Metro, if the suitability application is forwarded to Metro for investigation.

(C) One hundred dollars [made] payable to the Department for processing an application for a business license or approval for suitability.

SECTION 5: Title 6, Chapter 6, Section 110, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.06.110: (A) Except as otherwise provided in Subsection (B) or Subsection (C), after receipt of a completed application for a license or approval for suitability, the Director shall refer the application to Metro for investigation.

(B) The Director shall have the discretion to not [to] refer [an] a suitability application to Metro if the applicant has been investigated by Metro in connection with licensing or suitability approval within [one year] twenty-four months before the application was submitted, or if the Director otherwise determines that such referral is not necessary or appropriate. The discretion afforded the Director in this Subsection shall be exercised in accordance with a written policy established by the Director[.], and such policy must include the completion of an investigation of the suitability application by the Department prior to the Director exercising discretion to not refer such suitability application to Metro.

(C) The Director shall have the discretion to not refer a license application to Metro if the applicant has been investigated by Metro in connection with licensing approval within twenty-four months before the application was submitted, or if the Director otherwise determines that such referral is not necessary or appropriate. The discretion afforded the Director in this Subsection shall be exercised in accordance with a written policy established by the Director, and such policy must include the completion of an investigation of the license application by the Department prior to the Director exercising discretion to not refer such suitability application to Metro.

(D) Upon completion of any investigation or a determination made pursuant to Subsection (B) and (C), the Director shall submit the application to the [City Council for its] approving authority for action.

[(D)] (E) In the event the approving authority [City Council] has issued a temporary license pursuant to this Chapter pending an investigation by Metro, the Director may, upon receipt of Metro's completed investigation, submit the application for a license to the approving authority [City Council] for its action at any time prior to the expiration of the temporary license.

SECTION 6: Title 6, Chapter 6 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new Section 205, reading as follows:

6.06.205: A principal has a continuing duty and obligation to notify the Department of any

convictions or disciplinary actions taken against such principal within the jurisdiction of the City, or in any other jurisdiction where the business holds a business license. Such notification shall occur within fifteen days from the date of conviction or the date of disciplinary action. Failure to so notify may result in disciplinary action against the principal pursuant to LVMC 6.06.260.

SECTION 7: 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 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 _____, 2013.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2013, 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 _____, 2013, 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:

Valerie 12-5-12
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2012-59
(Updates the privileged licensing regulations regarding licensing and suitability review and the investigation process)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2012-59, that would update the privileged licensing regulations regarding licensing and suitability review and the investigation process.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

No comments were solicited. The proposal is largely clarifying in nature and is not anticipated to have a materially different impact on businesses than existing regulations

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None identified

Beneficial effects:

None identified

Direct effects:

None

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: December 5, 2012

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☐ **Consent** ☒ **Discussion**

SUBJECT:
Closed Session - Upon duly carried Motion, a closed meeting is called in accordance with NRS 288.220 to discuss labor issues

Fiscal Impact

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

PURPOSE/BACKGROUND:
To discuss labor issues

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:

For Possible Action - Any items from the afternoon session that the Council, staff and /or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

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

SUBJECT:
Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $13,298.90 in out of pocket costs, and $47,000 in daily civil penalties for a total of $60,298.90 recorded against the property located at 620 Madison Avenue. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O GINA RICE - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Building and Safety/Code Enforcement

PURPOSE/BACKGROUND:
Today's hearing is a request from Gina Rice, property owner, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on September 16, 2009. There was one abatement action conducted on this property June 24, 2009. The lien was recorded at Clark County Recorder's Office on October 2, 2009 for $9,704.60 in out of pocket costs, and $47,000 in daily civil penalties. In addition, there is a 4% tax roll fee for $2,319.19 and interest in the amount of $1,275.11 for a total of $60,298.90. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated October 9, 2012 from Gina Rice, property owner, requesting the fees and civil penalties be waived. The estimated value of the property based on Clark County Assessor's taxable value is $10,000.

RECOMMENDATION:
That the City Council deny the request for a waiver and/or reduction of fees.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Information Report
4. Location Maps
5. Staff Report
6. Notice of Public Hearing
7. Chronological Case Summary

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 9, 2013
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $13,298.90 in out of pocket costs, and $47,000 in daily civil penalties for a total of $60,298.90 recorded against the property located at 620 Madison Avenue. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O GINA RICE – Ward 5 (Barlow)

Today's hearing is a request from Gina Rice, property owner, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on September 16, 2009. There was one abatement action conducted on this property June 24, 2009. The lien was recorded at Clark County Recorder's Office on October 2, 2009 for $9,704.60 in out of pocket costs, and $47,000 in daily civil penalties. In addition, there is a 4% tax roll fee for $2,319.19 and interest in the amount of $1,275.11 for a total of $60,298.90. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated October 9, 2012 from Gina Rice, property owner, requesting the fees and civil penalties be waived. To date, no payments have been made.

Request for a Waiver and/or Reduction of Civil Penalties
Application

BUILDING AND SAFETY
CITY OF LAS VEGAS
Development Services Center

SUBMIT APPLICATION TO:
City of Las Vegas / Code Enforcement Division
Attn: Michael Bouse, Manager
333 N. Rancho Dr.
Las Vegas, NV 89107
Voice: 702-229-4888 -- Fax: 702-382-4341

Please type and/or print
Submit only one signed original

Date of Application: 10-9-12

Location and/or address of subject property:

Nearest major intersection: _____

Street Address: 620 MADISON AVE

Parcel Number: 139-27-210-006

Applicant's Address/Contact Information:
Name: GINA RICE
(please check the following the applies)
☒ Owner ☐ Purchaser ☐ Agent ☐ Other *(explain)* _____
Street Address/PO Box: 4027 W. 61ST STREET
City: LOS ANGELES State: CA Zip Code: 90043
Phone No: 323-291-3011 E-mail: GXXICE@YAHOO Fax No: _____

Property Owner's Address/Contact Information: (if different from applicant):
Name: _____
Street Address/PO Box: _____
City: _____ State: _____ Zip Code: _____
Phone No: _____ E-mail: _____ Fax No: _____

Amount of City of Las Vegas Lien on the Property: $ 89,631.29

Amount requested to be considered for waiving and/or reduced? $ 89,631.29

Signature of Applicant: Gina Rice Date: 10-9-12

Signature of Owner: Gina Rice Date: 10-9-12

For Office Use Only:
Council Ward: _____; Case/File Number: _____; Council Action date of Lien: _____

Describe why the applicant is requesting a waiver/reduction: I AM REQUESTING A WAIVER FOR THE FOLLOWING REASONS. 1) AMOUNT NEVER DISCLOSED PRIOR TO PURCHASE. 2) PURCHASED IN GOOD FAITH THAT THERE WAS A STRUCTURE ON THE PREMISES. 3) THE REALTORS AND PRIOR LIEN HOLDERS WITH-HELD INFORMATION FROM ME. 4) THE OMARY GROUP DEFRAUDED ME. 5) I WOULD HAVE NEVER PURCHASED THE PROPERTY FOR $10,920.00 KNOWING THAT THIS LIEN WAS PRIOR TO MY DEED.

(You may attach additional sheets if needed.)

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

THE PROPERTY IS VACANT LAND BUT WAS SOLD AS THREE UNITS ON THE PROPERTY.

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

IN THE PROCESS OF EXPLORING DONATION OF THE PROPERTY TO THE CITY. HAVE SPOKEN TO EDO IN THE MAYORS OFFICE WHO PROMISED TO GET BACK WITH ME. I HAVE LEFT TWO SUBSEQUENT MESSAGES WITH NO RETURN PHONE CALLS. I AM A RESIDENT OF CALIFORNIA AND NEED SOME ASSISTANCE.

Consideration of Waiving Fees and/or Penalties
Information Sheet

Ward- 5 Barlow

Address: 620 Madison **Description: MFD/Demolition**

Main Cross Streets: H/Owens

Requested By: Gina Rice

Foreclosure: No	Since:	**Registration Status:**
Current Ownership: Gina Rice	**9/30/2010**	Meets Registration Req. Yes___ No_X_
Ownership at time of Abatement:		Registered: Yes___ No___
Deutsche National Bank	8/28/2008	Lender Notified: Yes___ No__

Case Opened: 11/6/2008
Notice & Order Issued: 3/2/2009
Case Closed: 7/30/2009
Abatement Completed: 6/24/2009
City Council Hearing: 9/16/2009

Certified Mail Owner X
Signed By: Agent
Returned

Abatement of: Removal damaged structure, refuse, waste, dialapidated wooden perimeter fence.

# of Completed Inspections: Total (3); Failed (2); Passed (1)

OUT-OF-POCKET COSTS	ASSESSED	PAID	OUTSTANDING
ABATEMENT COST	$8,324.00	$0.00	$8,324.00
ADMINISTRATIVE COSTS RECOVERY FEE (15% of Abatement Contract Price)	$1,248.60	$0.00	$1,248.60
INSPECTION COSTS RECOVERY FEE ($0 for first 2 Inspections; $120 for 3rd Inspection; $180 for Each Inspection Thereafter)	$120.00	$0.00	$120.00
LATE FEES (10% of Inspection Fees):	$12.00	$0.00	$12.00
Tax Roll 4% Fee	$2,319.19	$0.00	$2,319.19
Interest	$1,275.11	$0.00	$1,275.11
TOTAL OUT-OF-POCKET COSTS:	$13,298.90	$0.00	**$13,298.90**
CIVIL PENALTIES			
FAILED INSPECTION CIVIL PENALTIES ($150 lst Failure; $300 2nd Failure; $500 Each Failure Thereafter)		$0.00	$0.00
DAILY CIVIL PENALTIES ($500 Residential/$750 Commercial-Civil Penalty assessed Per Day From 11th day after Notice of Violation issued until Pre-Abatement Inspection)	$47,000.00	$0.00	$47,000.00
TOTAL LATE FEES & CIVIL PENALTIES	$47,000.00	$0.00	**$47,000.00**
TOTAL ALL COSTS, LATE FEES AND PENALTIES			**$60,298.90**

Property Value Per Clark County Assessor: $10, 000.00 **As of 12/3/2012**

STAFF RECOMMENDATION: CITY COUNCIL DENY THE WAIVER REQUEST

NOTE: If City Council is desirous of granting a 90% reduction of Civil Penalties, the following amounts would be applicable:

100% of Out-of Pocket Expenses	$13,298.90
10% of Civil Penalties	$4,700.00
Total	**$17,998.90**

Request all costs be paid within 30 days or original amount remains due.

Request for Waiver/Reduction of Fees
620 Madision Av.

Notice and Order and
Code Enforcement Lien Chronology

Activity	Date
1. Notice and Order issued to Deutsche Bank National Trust	December 8, 2008
2. City Council Assessed Code Enforcement Lien	September 16, 2009
3. Code Enforcement Lien Recorded	October 2, 2009
4. Deutsche Bank National Trust filed deed assigning property to Res Distressed Asset Fund XXII LLC	September 7, 2010
5. Deutsche Bank National Trust filed deed assigning property to Res Distressed Asset Fund XXII LLC	September 17, 2010
6. Res Distressed Asset Fund XXII LLC filed deed to Omary Group	September 17, 2010
7. Omary Group filed deed to Gina Rice	September 17, 2010

620 MADISON AVENUE
CROSS STREETS - G STREET//WASHINGTON

City of Las Vegas Vicinity Map

N

0 220 440 880 Feet

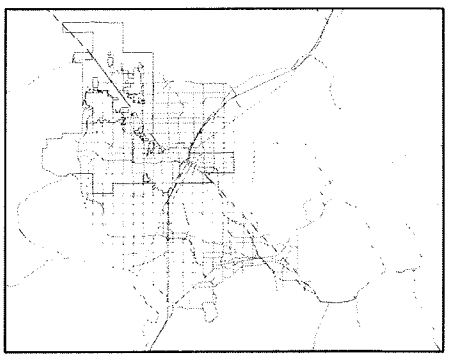
GIS maps are normally produced only to meet the needs of the City Due to continuous development activity this map is for reference only

Geographic Information System

Planning & Development Dept.

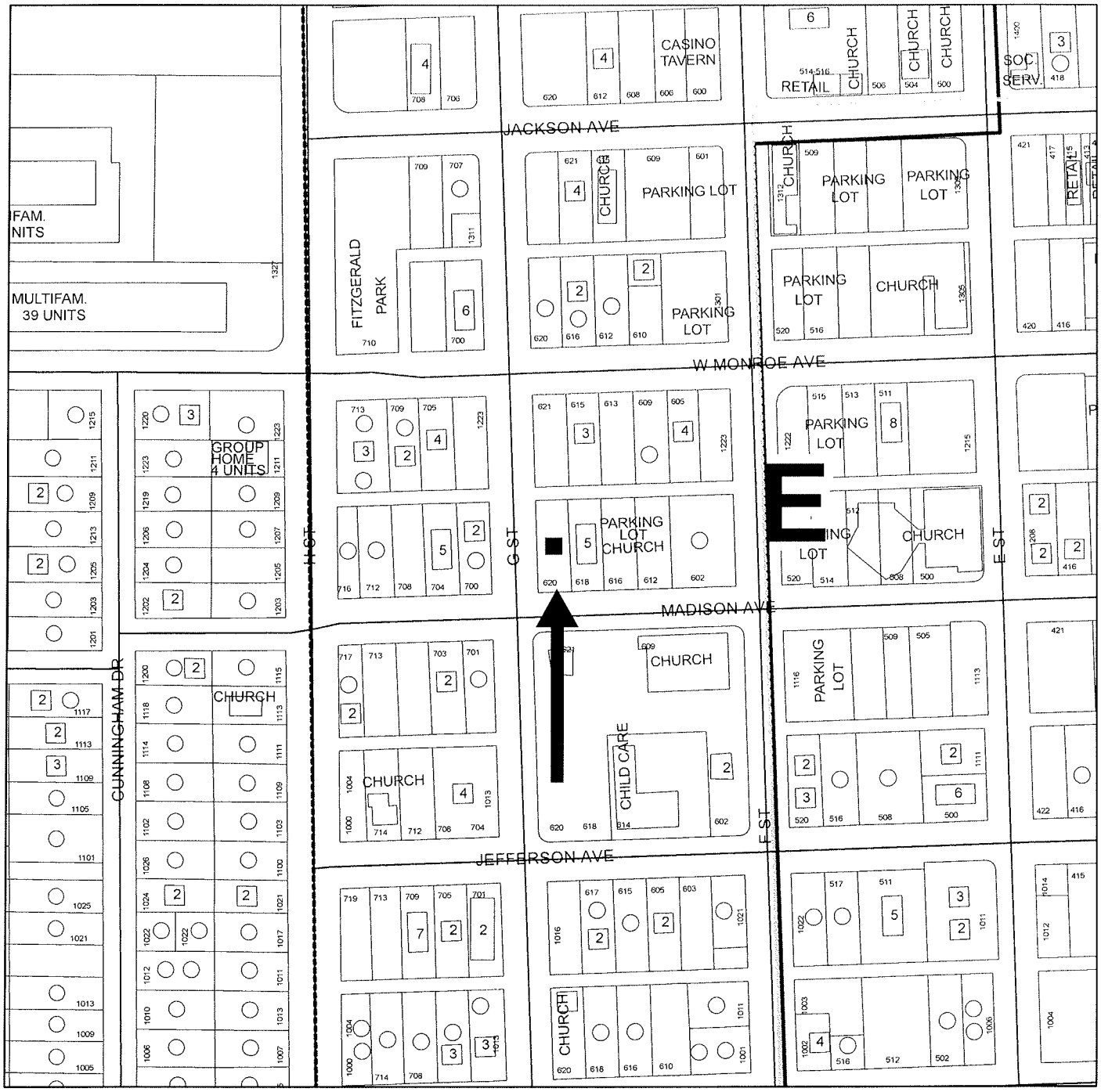
702-229-6301

PLANNING & DEVELOPMENT



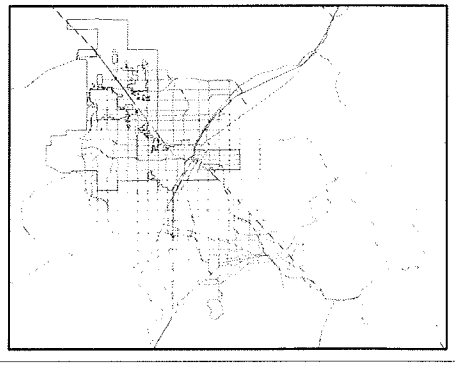
620 MADISON AVENUE
CROSS STREETS - G STREET//WASHINGTON

City of Las Vegas Vicinity Map



N

0 125 250 500 Feet



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Geographic Information System

Planning & Development Dept

702-229-6301

PLANNING & DEVELOPMENT

Consideration of Waiving Fees and/or Penalties

Code Enforcement Staff Report

Case #71580
620 Madison Avenue
Las Vegas, Nevada 89106 (Ward 5)

Request:

The applicant, owner Gina Rice has requested a waiver and/or reduction of fees that have been assessed for failed inspection fees, abatement costs and civil penalties for 620 Madison Ave

The current property owned Gina Rice is in arrears with Clark County Treasurer.

Background Information:

The case originated on November 4, 2008 from The Las Vegas Metropolitan Police Department due to vacant, open and accessible triplex. On November 4, 2008, in a joint inspection, the Code Enforcement officer and Code Enforcement Inspector verified this triplex had refuse, waste, graffiti, and units open and accessible. Signs of illegal occupation included shopping carts with personal belongings, mattresses and blankets in open units. Property was also a candidate for demolition due to structural issues and old fire damages. Officer contacted realtor posted on sign in front of House, REMAX and spoke to Val and let her know of the situation. A Notice and Order to demolish was prepared and mailed on November 25, 2008 to Bank Deutsche National Trust. After several conversations with personnel from REMAX, on April 7, 2009, Code Enforcement office received a call from REMAX stating they were no longer the listing agent. Property was demolished in June 2009.

Code Enforcement received no communication from owner, Deutsche Bank National Trust.

Staff Recommendation:

Staff recommends all denial of the waiver request.

Attachments:

1. Notice and Order
2. Abatement Pictures
3. City Council Minutes

20081208-0001374

Fee: $17.00
N/C Fee: $0.00

12/08/2008 09:34:52
T20080302214
Requestor:
LAS VEGAS CITY

Debbie Conway SCA
Clark County Recorder Pgs: 4

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(4)

APN: 139-27-210-006

UNOFFICIAL COPY

November 25, 2008
Case #71580

Certified/Regular Mail
Return Receipt Requested

Deutsche Bank National Trust Company TRS
P O Box 11000
Santa Ana, CA 92711-1000

TEN (10) DAY NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION

You are hereby notified as recorded owner(s) of the property located at 620 Madison Avenue, Las Vegas, NV, Parcel #139-27-210-006, the structure(s) has been found to be a public nuisance as defined in the Uniform Code of Abatement of Dangerous Buildings, 1994 Edition, Section 202, and is also a dangerous building under 302 of the same code.

The building(s) is deemed to be a dangerous building under Section 302 for the following reasons:

(3) Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.

(5) Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.

(7) Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.

(8) Whenever the building or structure, or any portion thereof, because of (i) dilapidation, deterioration or decay; (ii) faulty construction; (iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any cause, is likely to partially or completely collapse.

(9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

(10) Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one third of the base.

(11) Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings.

UNOFFICIAL COPY

(12) Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

(13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

(14) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any non-supporting part, member or portion less than 50 percent, or in any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire-resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

(17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence, or as specified in Chapter 9.04 of the Las Vegas Municipal Code, or as amended from time to time.

And, under Section 115 of the 2006 International Building Code.

Section 115 Unsafe Structures and Equipment
115.1 Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

All such unsafe buildings, structures or appendages are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedures set forth in the Dangerous Buildings Code or such alternate procedures as may have been or as may be adopted by this jurisdiction. As an alternative, the building official, or other employee or official of this jurisdiction as designated by the governing body may institute any other appropriate action to prevent, restrain, correct or abate the violation.

To correct this condition, you need to obtain a permit to demolish the structure(s) and cause the property to be cleaned and install "No Trespassing" signs on the property within ten (10) days from the date of receipt of this Notice and Order.

Post: No Trespassing (per NRS 207.200), No Dumping (per NRS 444.630), No Vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

UNOFFICIAL COPY

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at (702) 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

Once you have been officially notified that this condition exists and you fail to respond, court citations could be issued with each day constituting a separated offense.

If the problem still exists after this ten (10) day Notice and Order, the City will hire a licensed contractor to remove the nuisance and hazard either by demolition or safely securing the structure and cleaning the premises. As the property owner(s), you will be responsible for all costs incurred, including a fifteen (15%) administrative processing fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, A Lien of Assessment shall be filed with the County Recorder's office, certified copies of the lien given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. Within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City Council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the council's designee, in cases where a owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance.
2. That this Notice and Order or a copy therefore be presented to the Department of Building and Safety when purchasing a demolition permit, or Neighborhood Services Department when boarding a building.
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter. The City will send a contractor out to abate the problem without further notice.

UNOFFICIAL COPY

It is recommended that you contact the Department of Neighborhood Services, Neighborhood Response Division, by telephoning (702) 229-6615 concerning your intentions at your earliest convenience.

Sincerely,

Rod Clark, Certified Building Official
Department of Building and Safety

RC:DS:ld

620 Madison Av.

PRE-ABATEMENT

POST ABATEMENT

620 Madison Av.

PRE-ABATEMENT

POST ABATEMENT

620 Madison Av.

PRE-ABATEMENT

POST ABATEMENT

620 Madison Av.

PRE-ABATEMENT

POST ABATEMENT

City of Las Vegas Agenda Item No.: 37.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 16, 2009

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ Consent ☒ Discussion

SUBJECT:
Public Hearing to consider the report of expenses to recover costs for abatement of dangerous building demolition located at 620 Madison Avenue in the amount of $9,704.60 (General Fund) and assess a maximum of $94,000 in daily civil penalties. PROPERTY OWNER: BANK DEUTSCHE NATIONAL TR CO TRS - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $9,704.60
Funding Source: General Fund
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired Baldwin Development, LLC. To date, there have been three (3) inspections conducted at this location. The value of the property based on the sale date of August 2008 was $299,275.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $7,499 invoice for Baldwin Development, LLC services and $825 invoice for CamAir asbestos survey in addition to other fees assessed for a total of $9,704.60 and consider assessing a maximum of $94,000 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosures
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

Motion made by RICKI Y. BARLOW to Approve an assessment of $9,704.60 with civil penalties of $47,000.00

CITY COUNCIL MEETING OF: SEPTEMBER 16, 2009

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0
RICKI Y. BARLOW, LOIS TARKANIAN, STEVE WOLFSON, OSCAR B. GOODMAN, GARY REESE, STEVEN D. ROSS, STAVROS S. ANTHONY; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:
MAYOR GOODMAN declared the Public Hearing open.

DEVIN SMITH, Manager of Neighborhood Response, read the Purpose/Background and Recommendation sections.

A video was shown but not submitted.

MAYOR GOODMAN verified that the property owner was not present.

ANTHONY HODGES suggested the Council review this item carefully, as it appears to be the same ongoing concern with foreclosed properties that are bank owned.

COUNCILMAN BARLOW preferred the City to recoup the abatement costs with only 50 percent of the assessed civil penalties.

MAYOR GOODMAN declared the Public Hearing closed.

CASENO 71580 ABANDB **02325-31**

Address: **620 MADISON AVE**

MTRO
DBPROJ

VACANT 3PIEX,OPEN AND ACCESSIBLE.

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
13927210006	0.16 ACRE	H F M & M ADD

Owner Information:

21-Jan-04	28-Jan-04	REYNOSO ARTURO
		1421 N JONES BLVD #111; LAS VEGAS, NV 89108
28-Jan-04	28-Aug-08	REYNOSO ARTURO
		1421 N JONES BLVD #111; LAS VEGAS, NV 89108-1610
28-Aug-08	04-Sep-08	BANK DEUTSCHE NATIONAL TR CO TRS
		P O BOX 11000; SANTA ANA, CA 92711
04-Sep-08		BANK DEUTSCHE NATIONAL TR CO TRS
		P O BOX 11000; SANTA ANA, CA 92711-1000
10-Aug-02	21-Jan-04	REYNOSO ARTURO
		240 N JONES BLVD #257; LAS VEGAS, NV 89107-1450

Inspection Summary

Inspector:	*Status:*	*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
982400	Failed	11/7/2008	11/04/2008 13:26	11/04/2008 13:35	9
982400	Failed	12/19/2008	12/29/2008 12:45	12/29/2008 12:50	5
960066	Passed	5/20/2009	06/26/2009 7:31	06/26/2009 7:35	4
				Time in Minutes:	**18**

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
A-REFUSE/WST	11/4/2008	6/26/2009	REMOVE ALL REFUSE AND WASTE
TO INCLUDE, PAPER,PLASTIC,CARDBOARD,HOUSEHOLD ITEMS			
A-MITIGATION	11/4/2008	6/26/2009	SUBMIT DETAILED MITIGATION PLAN
A-GRAFFITI	11/4/2008	6/26/2009	REMOVE GRAFFITI FROM ALL SURFACES AND MAINTAIN FREE OF GRAF
A-INTENT LTR	11/4/2008	6/26/2009	SUBMIT STATEMENT OF INTENT
A-BLD DNGR	11/4/2008	6/26/2009	SECURE ALL OPENINGS TO CLV SPECIFICATONS OR REPAIR ALL DOOR
A-WEEDS	11/4/2008	6/26/2009	REMOVE ALL HIGH, DRY AND DEAD VEGETATION TO INCLUDE ALL DEAD

Log

Type:	*Date:*	*Employee:*	*Min:*
MEET	9/1/2009 8:38:00 AM	JESSICA LARRAMENDY	0

JL) Scheduled to be heard at City Council meeting on September 16, 2009

LETTER	9/1/2009 8:37:00 AM	JESSICA LARRAMENDY	0

JL) Report of expense letter and memo mailed certified and regular mail.

PHONE	7/13/2009 3:22:00 PM	GREGG GALLEGOS	1

31)recieved call from Kary Smith of Luxury Homes of Las Vegas 777-9996 asking where the structure went and was surprised to find no building exists on property when showing to a client.

MISC	6/26/2009 7:53:00 AM	LAURA DEARMOND	0

Ld) VIDEO COMPLETED PER #21, PAID $7,499 TO BALDWIN DEVELOPMENT LLC

VIDREQ	6/24/2009 11:27:00 AM	LAURA DEARMOND	0

Ld) RECEIVED BALDWIN INVOICE, SENT VIDEO REQUEST EMAIL TO #21

VIDPRE	5/20/2009 4:03:00 PM	ANTHONY GUARINO	0

21)pre video and photos done, phots in CC items File

VIDREQ	5/19/2009 10:44:00 AM	LAURA DEARMOND	0

Ld) BALDWIN WANTS TO PURCHASE DUST PERMIT, SENT VIDEO REQUEST EMAIL TO #21

BIDA	5/18/2009 3:45:00 PM	LAURA DEARMOND	0

Ld) BID AWARDED TO BALDWIN DEVELOPMENT

EMAIL	5/11/2009 2:29:00 PM	LAURA DEARMOND	0

Ld) SENT EMAIL TO DEVIN FOR APPROVAL REQUISITION #151468 $7,499 TO BALDWIN

PHONE	4/7/2009 10:15:00 AM	LISA MORRIS HIBBLER	5

LMH)SPOKE WITH ANDREA AT REMAX,SHE STATED THAT THEY ARE NO LONGER THE LISTING AGENT SINCE JANUARY OF 09. NO FORWARDING BANK INFO

PHONE	4/7/2009 10:00:00 AM	LISA MORRIS HIBBLER	5

LMH)SPOKE WITH ANDREA AT REMAX,SHE WILL CALL BACK ON THE STATUS OF THE PROPERTY.

MEMO	4/7/2009 9:55:00 AM	LISA MORRIS HIBBLER	5

LMH)REVIEWED CASE,THERE HAS BEEN NO CONTACT WITH OWNERS,AGENTS NO LONGER INVOLVED, PROCEED

DIRECT	4/7/2009 9:18:00 AM	VICKI OZUNA	0

19) Approved by Lisa to move forward with abatement.

MEMO	3/25/2009 9:29:00 AM	LYNN NIHIPALI	0

16)PICTURE PREPARED FOR BID REVIEW.

RESEAR	3/24/2009 1:47:00 PM	LYNN NIHIPALI	0

16)NO PERMITS ON FILE

INSP	3/24/2009 7:31:00 AM	LYNN NIHIPALI	4

16)UNITS ARE BOARDED NOT TO SPECS,GRAFFITI STILL ON BUILDING. CHECK FOR DEMO PERMIT,IF NONE, PROCEED WITH DEMOLITION PIX FAIL FEE

MISC	3/10/2009 8:09:00 AM	LAURA DEARMOND	0

Ld) RECEIVED CERTIFIED CARD FROM OWNER Deutsche Bank National Trust Company TRS P O Box 11000 Santa Ana, CA 92711-1000

NOPOST	3/6/2009 2:33:00 PM	LYNN NIHIPALI	0

16)NOTICE POSTED ON FRONT DOOR, CONTRACTOR ON SITE TO BOARD.

MISC	3/2/2009 10:11:00 AM	LAURA DEARMOND	0

Ld) SENT 10 DAY NOTICE BEFORE ABATEMENT TO OWNER Deutsche Bank National Trust Company TRS P O Box 11000 Santa Ana, CA 92711-1000

BIDR	3/2/2009 7:40:00 AM	LAURA DEARMOND	0

Ld) RECEIVED BIDS 1) BALDWIN DEVELOPMENT $7,499 (2) AMERICAN DEMOLITION $9,100 (3) W A CONSTRUCTION $14,429 (4) WEAVER CONSTRUCTION $15,540 (5) LEVELEX $17,300 (6) CONSTRUCTION GROUP INTERNATIONAL $19,560

BIDS	2/23/2009 7:30:00 AM	LAURA DEARMOND	0

Ld) DEMO BID FAXED TO CONTRACTORS, DUE BACK 2-27

MISC	2/23/2009 7:00:00 AM	LAURA DEARMOND	0

Ld) $825.00 PAID TO CAMAIR FOR ASBESTOS SURVEY

BIDA	2/11/2009 3:30:00 PM	LAURA DEARMOND	0

Ld) ASBESTOS SURVEY BID AWARDED TO CAMAIR

EMAIL	2/10/2009 7:30:00 AM	LAURA DEARMOND	0
Ld) SENT EMAIL TO DEVIN FOR APPROVAL REQUISITION #146861 $825 TO CAMAIR			
BIDR	2/10/2009 7:00:00 AM	LAURA DEARMOND	0
Ld) RECEIVED BIDS (1) CAMAIR $825 (2) GCA $1,180			
MISC	2/5/2009	KARAN CROSIER	0
Caller says there are squatters living in this building, they throw trash all over the property, and next door, they bother her tenants next door			
BIDS	1/30/2009 7:33:00 AM	LAURA DEARMOND	0
Ld) FAXED ASBESTOS SURVEY BID TO CONTRACTORS, DUE BACK 2-4			
DIRECT	1/29/2009 2:12:00 PM	PAMELA HINES	7
24)REVIEWED & SUBMITTED BID SHEET TO OFFICE STAFF TO OBTAIN BIDS.			
PHONE	12/30/2008 3:01:00 PM	LYNN NIHIPALI	0
16)SPOKE WITH ANDREA,REP FOR REALTOR,LET HER KNOW I NEED THE PROPERTY SECURED. CHECK BACK ON 1/13			
INSP	12/29/2008 12:45:00 PM	LYNN NIHIPALI	5
16)BUILDING STILL THERE,REAR UNITS ARE OPEN AND ACCESSIBLE,PIX,FAIL,FEE,CONTINUE WITH ABATEMENT (DEMOLITION) WILL CONTACT REALTOR TO SEE IF THEY CAN SECURE UNTIL DEMOLITION DAY.			
MISC	12/11/2008 7:45:00 AM	ELIZABETH DOUGLAS	0
PLACED N&O RECORDED 12/8/08 IN FILE. ED			
RECORD	12/8/2008 12:38:00 PM	JESSICA LARRAMENDY	0
JL) Recorded Ten (10) Day N&O to Abate Dngr Bldg/Demo dated November 25, 2008. Release recorded in Book: 20081208 Inst:01374.			
MISC	12/5/2008 10:02:00 AM	LAURA DEARMOND	0
Ld) RECEIVED CERTIFIED CARD FROM OWNER Deutsche Bank National Trust Company TRS P O Box 11000 Santa Ana, CA 92711-1000			
NOPOST	12/1/2008 10:24:00 AM	LYNN NIHIPALI	4
16)POSTED ON FRONT GATE AS GATES ARE LOCKED AT THIS TIME. CB 12/11			
MISC	11/25/2008 7:44:00 AM	LAURA DEARMOND	0
Ld) SENT TEN (10) DAY NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION TO OWNER Deutsche Bank National Trust Company TRS P O Box 11000 Santa Ana, CA 92711-1000			
NOREQ	11/17/2008 2:13:00 PM	LYNN NIHIPALI	0
16)notice and order prepared and forwarded to 24 for review. check status 11-26			
MEMO	11/14/2008 8:00:00 AM	GREGG GALLEGOS	90
31)completed report to request for demolition** returned case file to 16)			
PHONE	11/13/2008 3:00:00 PM	LYNN NIHIPALI	5
16)spoke to val at remax, will forward copy of demo report.			
PHONE	11/10/2008 7:00:00 AM	GREGG GALLEGOS	0
31)Alejandra from ReMax-Advantage called to inquire details of the impending demolition** 6556693 or 2407007			
NOREQ	11/6/2008 6:47:00 AM	LYNN NIHIPALI	0
16)NOTICE AND ORDER PREPARED AND FORWARDED TO 24 FOR REVIEW.			
FORCLO	11/6/2008 6:46:00 AM	LYNN NIHIPALI	0
16)TO BANK DEUTCHE NATIONAL TRUST ON 8/15/2008			
INSP	11/4/2008 1:26:00 PM	LYNN NIHIPALI	6
16)ON SITE WITH METRO BAC AND 21. TRIPLEX,SEEMS TO BE RECENTLY VACATED,NOW BANK OWNED.SIGNS OF VAGRANT ACTIVITY, GRAFFITI ON BLDG WEST SIDE,AND ON SIDEWALK,WILL PREPARE NOTICE AND ORDER.			
		Time in minutes:	137

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

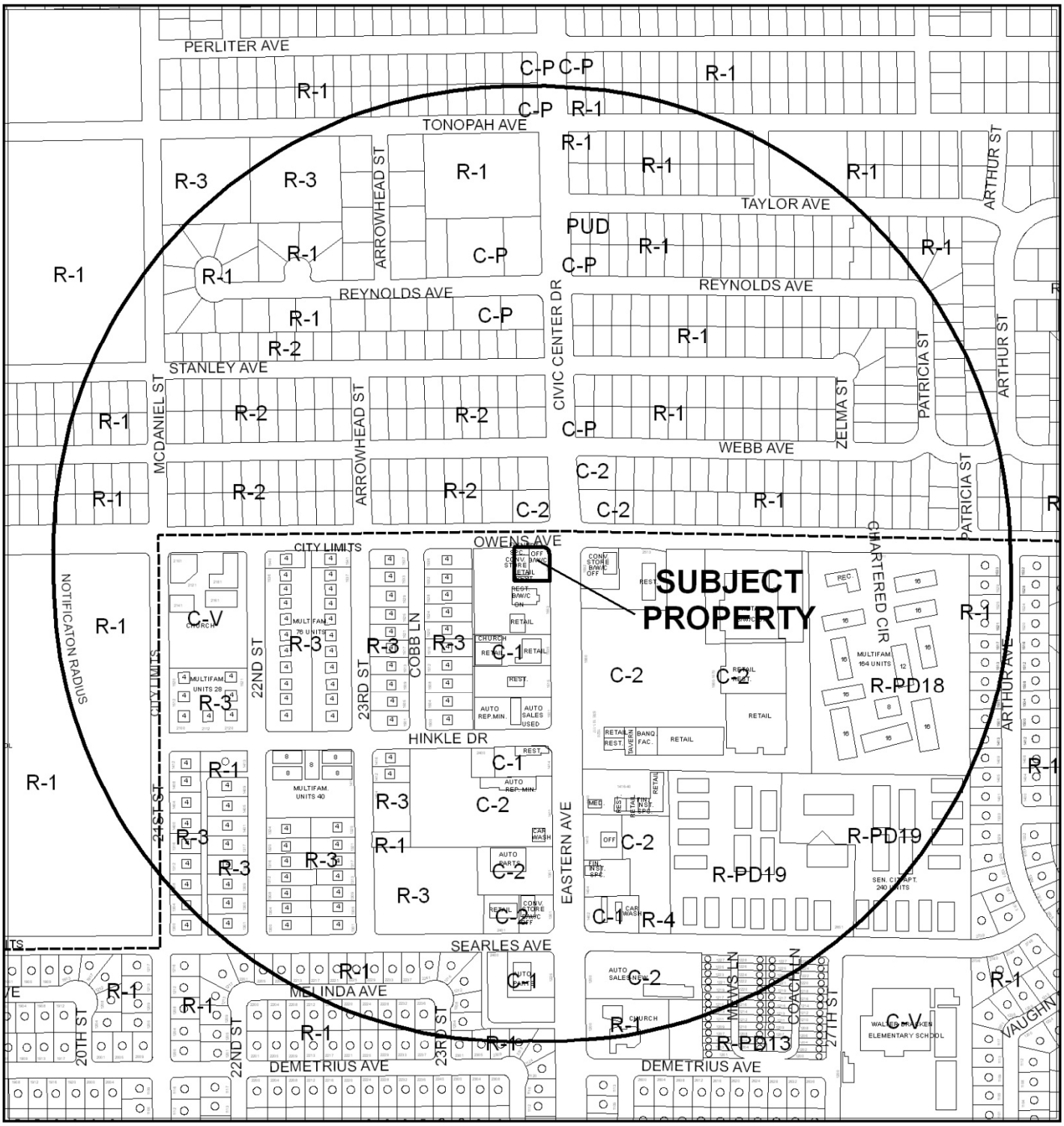
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
ROC-47465 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: BASIL HAMIKA - OWNER: GROFTS SEARCHLIGHT ADVERTISING CO., INC. - For possible action on a request for a Review of Condition of an approved Special Use Permit (U-143-98) TO DELETE CONDITION #3 WHICH PROHIBITED THE SALE OF INDIVIDUAL SIZE CONTAINERS OF BEER, WINE COOLERS OR SCREW CAP WINE" at 1595 North Eastern Avenue (APN 139-26-505-001), C-1 (Limited 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**	**0**

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for U-0143-98
6. Justification Letter



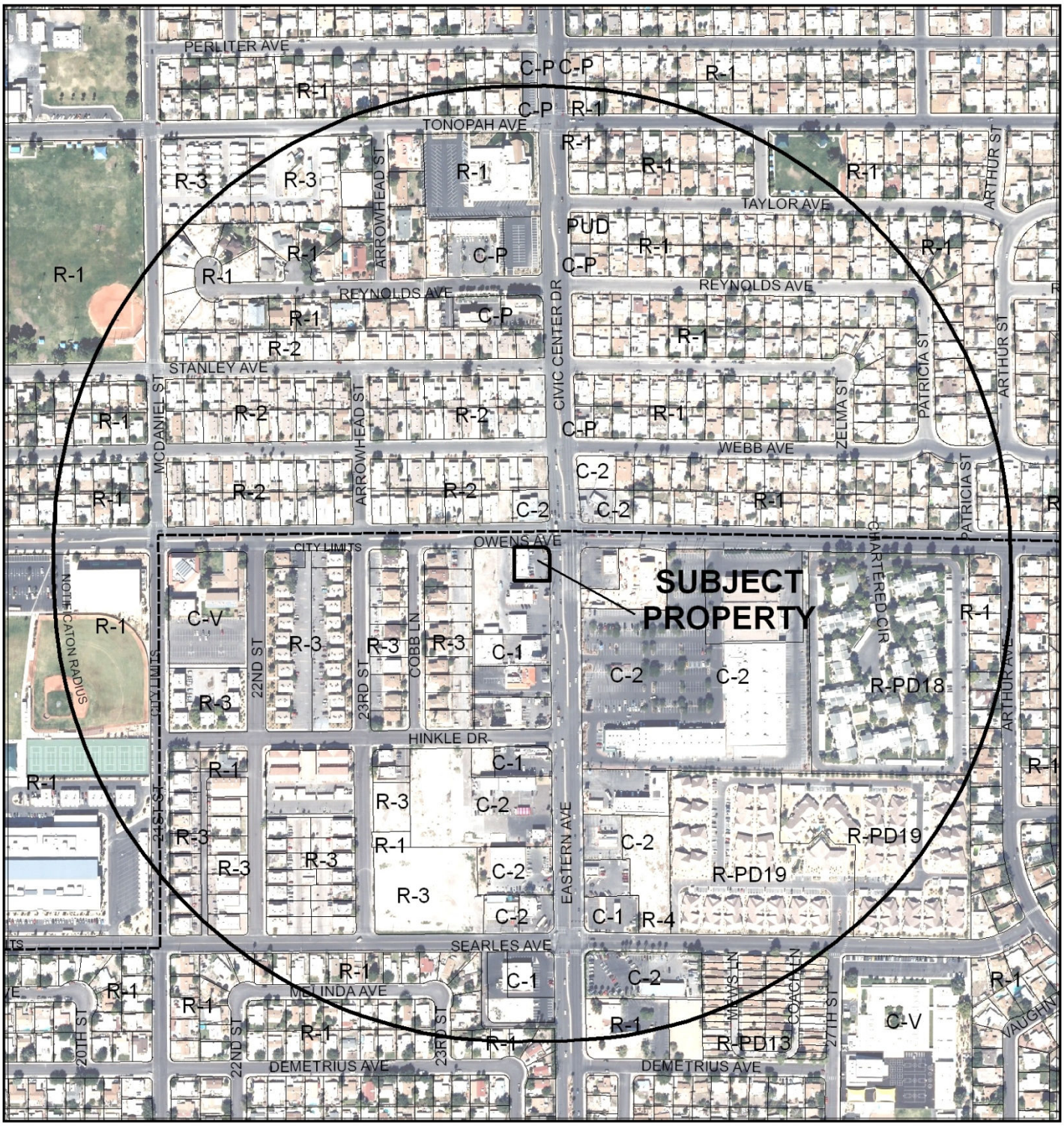
0 400 800 Feet

CASE: ROC-47465

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



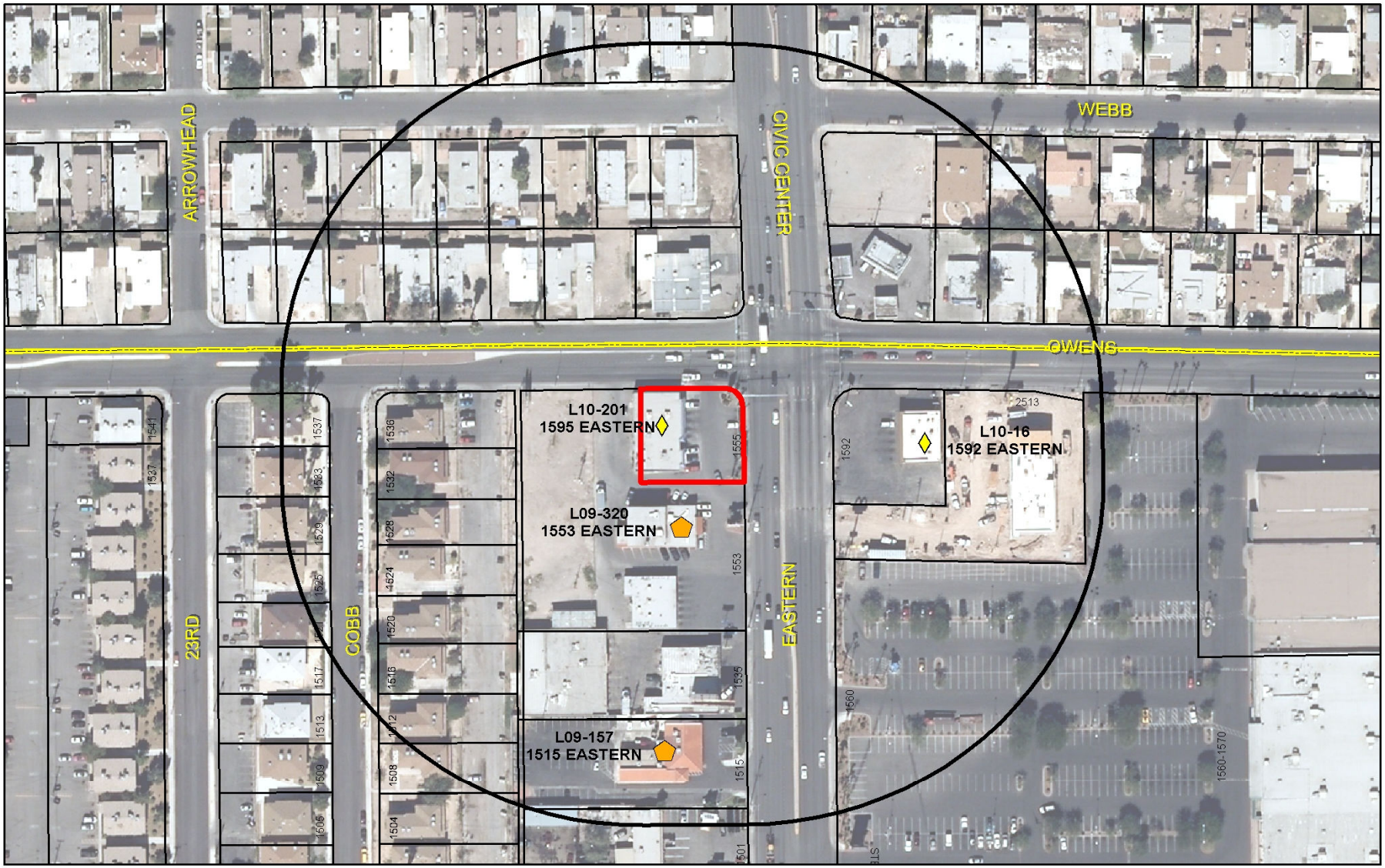
0 400 800 Feet

CASE: ROC-47465

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



ROC-47465

Business Licenses

- Child Care/ Children Facility
- Beer/Wine/Cooler On Sale
- Beer/Wine/Cooler Off Sales
- Beer/Wine/Cooler On-Off Sale
- Package Liquor Sales
- Supper Club/ Restaurant Service Bar
- Tavern
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JANUARY 9, 2013
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: BASIL HAMIKA - OWNER: GROFTS SEARCHLIGHT ADVERTISING CO., INC.

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-47465	Staff recommends APPROVAL, subject to conditions:	N/A

**** CONDITIONS ****

ROC-47465 CONDITIONS

Planning

1. Condition #3 of Special Use Permit (U-0143-98) shall be deleted.

2. Window signage shall conform to the Unified Development Code Title 19.08.120(F) (18) within 30 days of this approval.

3. Conformance to the conditions of approval of the Special Use Permit (U-0143-98) and all other site related actions as required by the department of Planning and Department of Public Works.

JG

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Review of Condition of a previously approved Special Use Permit (U-0143-98-02) to delete condition #3 that states, "The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configuration as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted" at 1595 North Eastern Avenue. The applicant has the appropriate business licenses and has one business licensing enforcement case (116990) for selling individual containers of any size of beer, wine coolers, or screw cap wine. The applicant is working to close the case, with this Review of Condition request to delete condition #3. There have been numerous calls for service for the Metropolitan Police Department to the subject site, but none are directly related to the operation of the subject business.

As there have been no negative police calls for service directly related to the business and there are no protected uses within 400 feet of the site, staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/22/99	The City Council approved a request for a Special Use Permit (U-0143-98) for the sale of beer and wine for off-premise consumption in conjunction with an approved 2,919 square-foot Convenience Store, and a Waiver of the 400 foot distance separation requirement from a church. The Planning Commission and staff recommended denial.
04/05/00	The City Council approved a one-year Required Review [U-0143-95(1)] of a previously approved Special Use Permit (U-0143-98) for the sale of beer and wine for off-premise consumption in conjunction with an approved 2,919 square-foot Convenience Store, and a Waiver of the 400 foot distance separation requirement from a church. The Planning Commission and staff recommended approval.
02/14/10	A Code Enforcement case (86520) was processed for illegal vendors selling Valentine's day gifts in the parking lot. The case was closed on 02/14/10.
11/28/12	A Code Enforcement case (122775) was processed for window signage exceeding the allowable area.

Most Recent Change of Ownership	
12/28/06	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c.1984	The building at 1595 North Eastern Avenue was constructed.
08/05/99	A building permit (99015653) was for a Tenant Improvement at 1595 North Eastern Avenue. The permit was finalized on 12/28/99.
01/10/00	A business license (C05-90401) was issued for Tobacco Sales at 1595 North Eastern Avenue. The license is still active.
	A business license (C15-00249) was issued for a Convenience Store at 1595 North Eastern Avenue. The license is still active.
	A business license (L10-00201) was issued for Beer/Wine/Cooler Off-Sale at 1595 North Eastern Avenue. The license is still active.
05/12/00	A business license (C20-01956) was issued for Convention Hall Gaming Tax at 1595 North Eastern Avenue. The license is still active.
	A business license (G01-01967) was issued for Restricted Gaming at 1595 North Eastern Avenue. The license is still active.
01/26/09	A business license (W01-00216) was issued for a Wire Service at 1595 North Eastern Avenue. The license is still active.
07/12/12	A business license enforcement case (116990) was process for selling individual containers of any size of beer, wine coolers, or screw cap wine. The case is still open.

Pre-Application Meeting	
11/13/12	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Review of Condition of a previously approved Special Use Permit (U-0143-98) that prohibits the sale of individual containers of any size of beer, wine coolers, or screw cap wine.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
11/28/12	Staff conducted a field check of the subject site and found the area surrounding the business free of trash and debris, but window signage that exceeds 25 percent of the total area of all windows located on the building elevation.

Details of Application Request	
Site Area	
Net Acres	0.28

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Convenience Store Financial Institution, Specified Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
North	Commercial, Other than Listed	Downtown Business District (North Las Vegas Designation)	C-2 (General Commercial)/ (North Las Vegas Designation)
South	Retail Establishments Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
East	Convenience Store	SC (Service Commercial)	C-2 (General Commercial)
West	Multi-Family Dwellings	M (Medium Density Residential)	R-3 (Medium Density Residential)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The applicant is request a Review of Condition of a previously approved Special Use Permit (U-0143-98) to delete condition #3 that prohibited the sale of individual size containers of beer, wine coolers, or screw cap wine at 1595 North Eastern Avenue. The applicant has the appropriate business licenses and has experienced one licensing issue, which approval of the subject Review of Condition would satisfy. There are no protected uses, but two

beer/wine/cooler on-sale uses and one other beer/wine/cooler off-sale use are within 400 feet of the subject site. There have been numerous calls for service for the Metropolitan Police

Department to the subject site, but none are directly related to the operation of the subject business. Staff conducted a field check of the subject site and found the area surrounding the business free of trash and debris, but window signage that exceeds 25 percent of the total area of all windows located on the building elevation. The excess window signage has been addressed as a condition of approval.

FINDINGS

As there have been no police incidents related to the sale of liquor at the establishment, and there is not any protected uses within 400 feet, staff is recommending approval of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

NOTICES MAILED 487

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-47465** APN: 139-26-505-001

Name of Property Owner: Groft Search Light advertising

Name of Applicant: BASIC E. HAMIEA

Name of Representative: SAM E. HAMIEA

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: Lance L Groft

Print Name: Lance L Groft

Subscribed and sworn before me

This 31st day of October, 2012

Brenda A Coleman

Notary Public in and for said County and State

BRENDA A. COLEMAN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-09-16
Certificate No: 08-7201-1

RECEIVED
NOV 13 2012
City of Las Vegas
Planning

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Waiver of a condition

Project Address (Location) 1595 N. EASTERN AVE

Project Name AMERICANA MARKET **Proposed Use** _____

Assessor's Parcel #(s) 139265050 01 **Ward #** 3

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres \ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER LANCE GROFT **Contact** _____

Address GROFT Search Light advertising 1599 N. Eastern Ave **Phone:** _____ **Fax:** _____

City Las Vegas NV. 89101 **State** _____ **Zip** _____

E-mail Address _____

APPLICANT BASIL HAMIKA **Contact** BASIL

Address 5052 Mountain Foliage Dr **Phone:** 702-480-5945 **Fax:** 702-453-9495

City LAS Vegas **State** NV **Zip** 89148

E-mail Address BasilHamika@yahoo.com

REPRESENTATIVE SAM HAMIKA **Contact** SAM

Address 5164 Mountain Foliage Dr **Phone:** 480-5945 **Fax:** 453-9495

City LAS Vegas **State** NV **Zip** 89148

E-mail Address SMhamika@Yahoo.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* Lance L. Groft

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Lance L Groft

Subscribed and sworn before me

This 31st day of October, 20 12.

Brenda A Coleman

Notary Public in and for said County and State

BRENDA A. COLEMAN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-09-16
Certificate No: 08-7201-1

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	ROC-47465
Meeting Date:	~~1/2/2013~~ 1.9.13
Total Fee:	1080 00/100
Date Received:*	11/13/2012
Received By:	MReyes

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

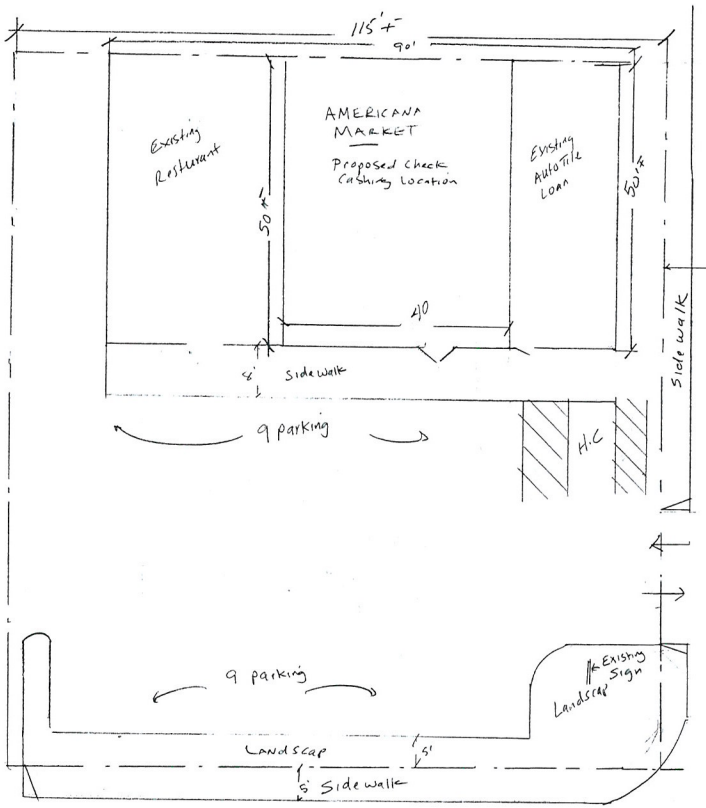
f:\depot\Application Packet\Application Form.pdf

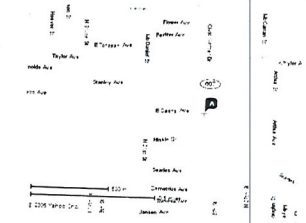
EXISTING SITE PLAN SCALE 1"=10'

APN 13926505001

AMERICANA MARKET 1595 N. EASTERN AVE

LOT SIZE = .28 acres BUILDING SIZE = 4500 S.F





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NOV 13 2012
City of Las Vegas
Department of Planning

ROC-47465

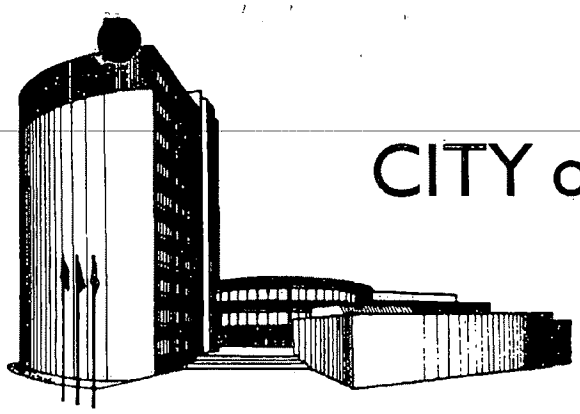
ROC-47465 - APPLICANT: BASIL HAMIKA - OWNER: GROFTS SEARCHLIGHT ADVERTISING CO., INC.
1595 NORTH EASTERN AVENUE

11/28/12

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN
MICHAEL J. MCDONALD
GARY REESE
LARRY BROWN

CITY MANAGER
VIRGINIA VALENTINE



CITY of LAS VEGAS

March 9, 1999

Mr. Lance Groft
Groft's Search Light Advertising Co. Inc.
2184 Christy Lane
Las Vegas, Nevada 89115

RE: U-143-98 - SPECIAL USE PERMIT

Dear Mr. Groft:

The City Council at a regular meeting held February 22, 1999 considered the Appeal filed by Kummer Kaempfer Bonner & Renshaw from the Denial by the Planning Commission for a Special Use Permit on property located at 1595 North Eastern Avenue FOR THE OFF-PREMISE SALE OF BEER AND WINE IN CONJUNCTION WITH AN APPROVED 2,919 SQUARE FOOT CONVENIENCE STORE; AND FOR A WAIVER OF THE 400 FOOT DISTANCE SEPARATION REQUIREMENT FROM A CHURCH, C-1 (Limited Commercial) Zone.

The City Council granted the Appeal; thereby APPROVING the Special Use Permit. The Notice of Final Action was filed with the Las Vegas City Clerk on February 23, 1999. This approval is subject to:

1. This use shall be reviewed in one year.

2. This constitutes approval of waiver of the minimum 400 foot separation requirement from an existing church.

3. The sale of individual containers of any size of beer, wine coolers, or screw cap wine shall be prohibited.

4. Approval does not constitute the approval of a liquor license.

5. Provide 24 inch box trees 20 feet on center with shrubs and ground cover along Eastern Avenue as required by the Planning and Development Department. The use of drought tolerant landscaping is encouraged.

6. This use shall be in compliance with the requirements of Title 6.50 of the Las Vegas Municipal Code.

NOV

CITY OF LAS VEGAS NEVADA

400 E. STEWART AVENUE • LAS VEGAS, NEVADA 89101-2986
(702) 229-6011 (VOICE) • (702) 386-9108 (TDD)
www.ci.las-vegas.nv.us (WEBSITE)

ROC-47465

7. Dedicate an additional 29 feet of right-of-way for a total radius of 54 feet on the southwest corner of Owens Avenue and Eastern Avenue prior to the issuance of any permits as required by the Department of Public Works. No construction or relocation of existing improvements will be required with this action. This condition shall not be enforced if the applicant can show proof that there is permanent signage or other private improvements within the area required for dedication.

8. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards prior to occupancy of this site as required by the Department of Public Works.

9. Meet with the Traffic Engineer for assistance in the possible redesign of the proposed driveway access, on-site circulation and parking lot layout prior to the submittal of any construction plans or the issuance of any permits, whichever may occur first. All new driveways and modifications to existing driveways shall be designed, located and constructed in accordance with Standard Drawing #222a as required by the Department of Public Works.

10. If such has not already been established and because access and parking may be shared by other parcels to the south of this site, a Joint Access and Parking Agreement is required to allow perpetual intrasite circulation between the adjoining parcels as required by the Planning and Development Department and the Department of Public Works.

11. All development shall be in conformance with the plot plan and building elevations.

12. Landscaping and a permanent underground sprinkler system shall be provided as required by the Planning Commission and shall be permanently maintained in a satisfactory manner. Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license.

13. A landscaping plan must be submitted prior to or at the same time application is made for a building permit or license, or prior to occupancy, whichever occurs first.

14. All mechanical equipment, air conditioners and trash areas shall be screened from view from the abutting streets (excluding single family development).

15. Parking and driveway plans must be approved by the Traffic Engineer prior to theissuance of any permits.

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NOV 13 2012
ROC-47465

16. Provide plans showing accessible exterior routes from public transportation stops, accessible parking, passenger loading zones and public sidewalks to the accessible building entrance(s) with submittal of plans for building permits as required by the Planning and Development Department. Accessible routes shall have running slopes and cross slopes in accordance with the applicable code.

Sincerely,

BARBARA JO RONEMUS
City Clerk

/ac

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services
Land Development Services

Mr. Odeh Kheir
7937 Coral Point Avenue
Las Vegas, Nevada 89128

Nov 2, 2012

City of Las Vegas Planning
AMERICANA MART
1595 N. EASTERN AVE
Las Vegas NV 89101

Re; Review of condition that prohibits the sale of individual containers of any size beer , wine cooler, or screw cap wine, use permit U-143-98

To Whom It May Concern:

I have been the owner of Americana Market located at 1595 N. Eastern Ave Las Vegas NV since 2000, it is a family business and I mostly serve the surrounding neighbors, I have had no violations with the city or state during this time, due to recent economic conditions my business has gone down, this condition is making it difficult for me to compete with other businesses in the area(they don't have this condition), I respectfully ask for a waiver of this condition so I can better serve the neighbor and stay in business. Thanks

Please phone me at 353-7400 if you have any concerns or comments, Thanks.

Basil Hamika

ROC-47465

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 9, 2013

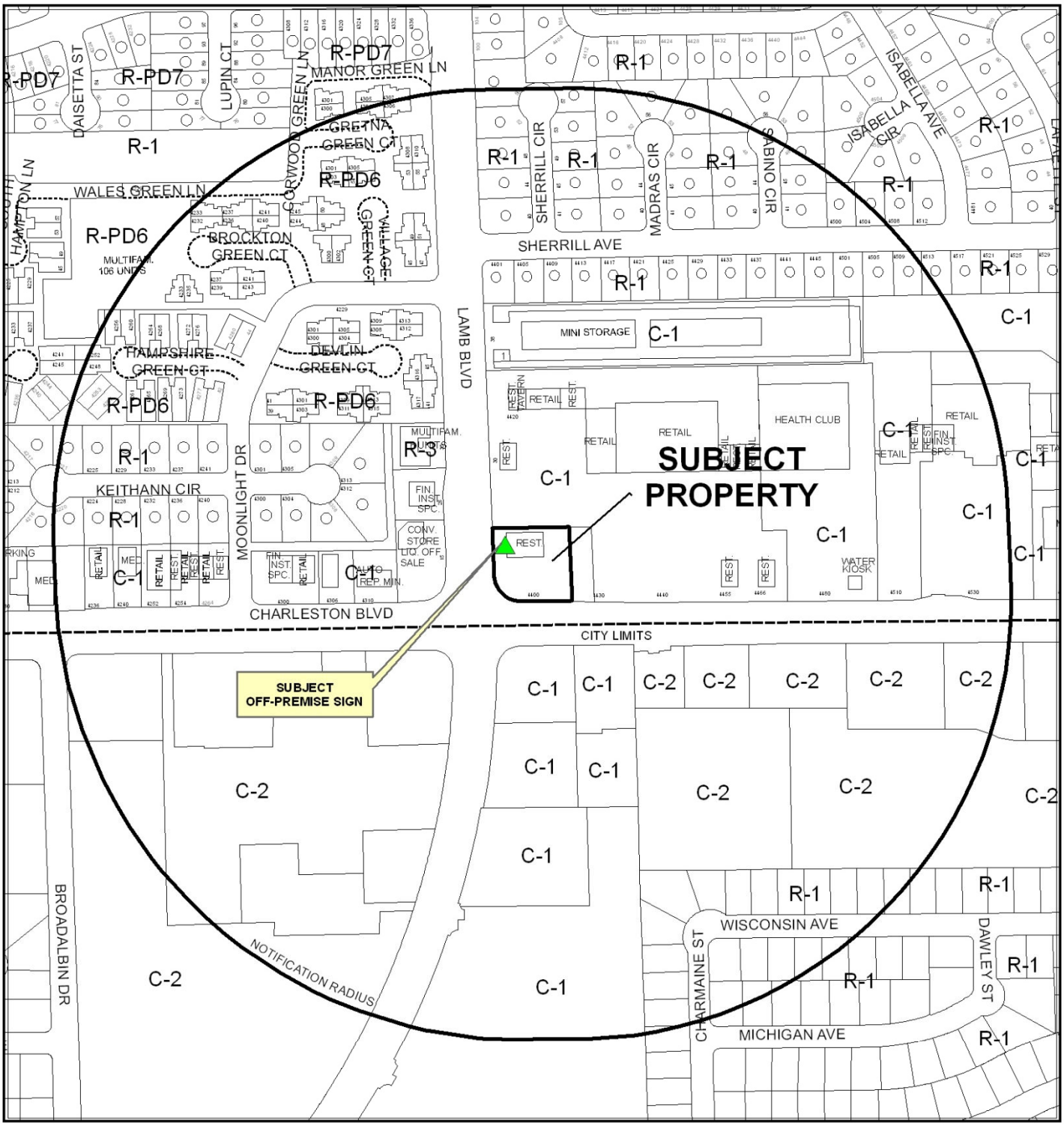
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-47136 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: GOLDEN ARCH, LP - For possible action on a Required Review of an approved Special Use Permit (U-53-87) FOR A 40-FOOT, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 4400 East Charleston Boulevard (APN 140-32-401-004), C-1 (Limited 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**	**0**

RECOMMENDATION:
Staff recommends APPROVAL.

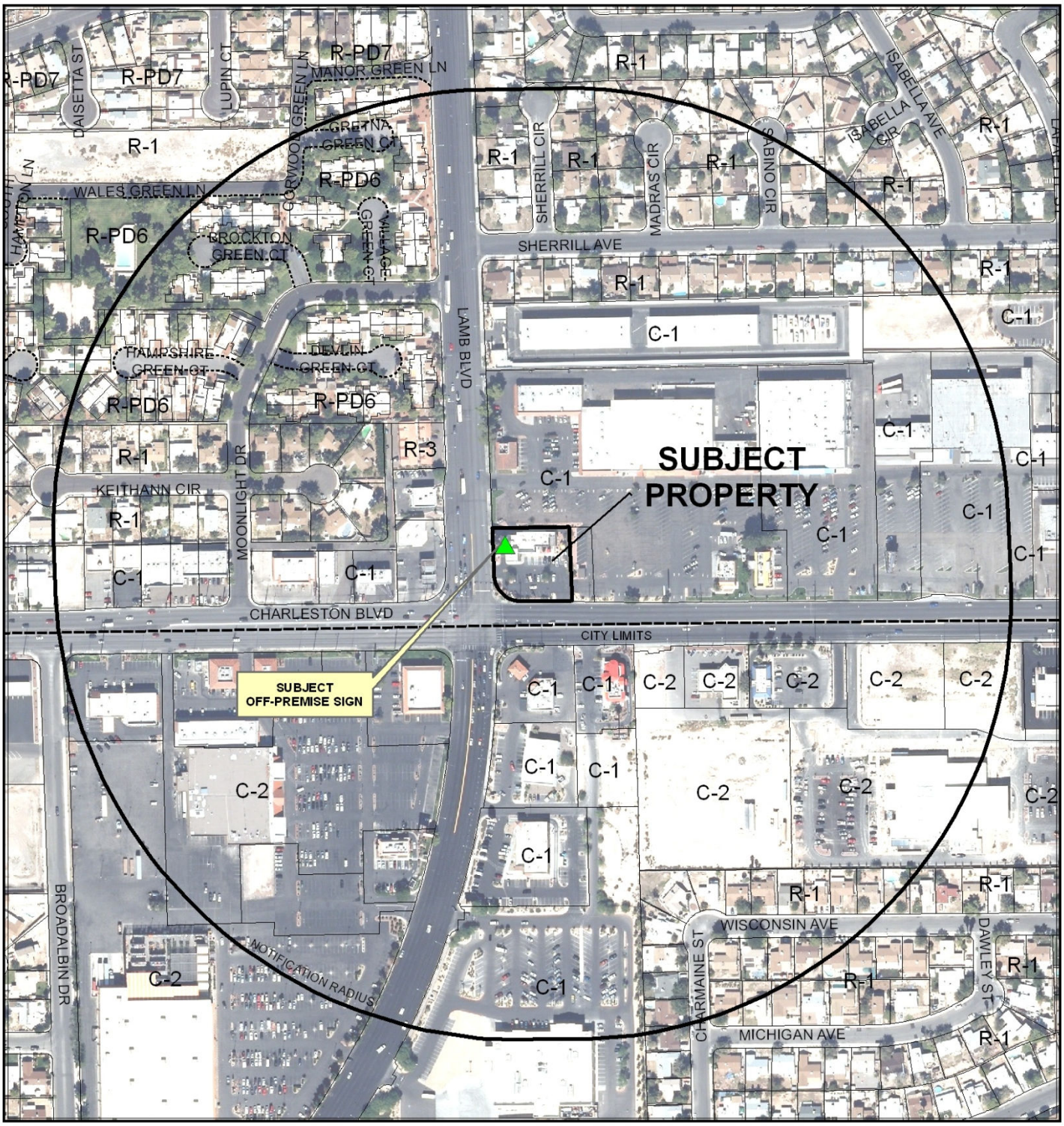
BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for RQR-31529



CASE: **RQR-47136**

RADIUS: 1000 FEET

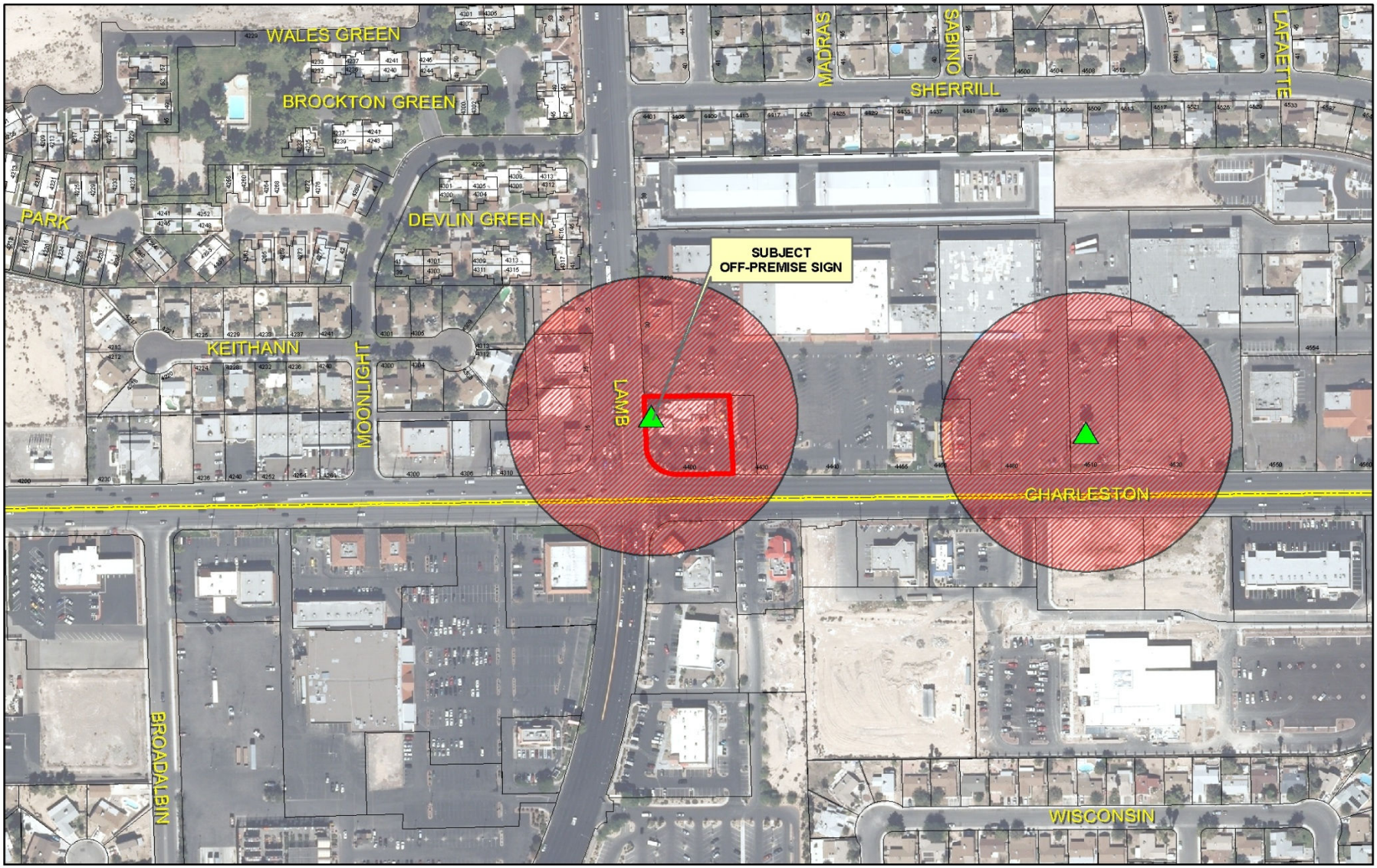
ZONING OF SUBJECT PROPERTY: C-1 (SERVICE COMMERCIAL)



CASE: RQR-47136

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (SERVICE COMMERCIAL)



RQR-47136

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JANUARY 9, 2013
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: GOLDEN ARCH, LP

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-47136	Staff recommends APPROVAL, subject to conditions:	N/A

**** CONDITIONS ****

RQR-47136 CONDITIONS

Planning

1. Conformance to the conditions for Special Use Permit (U-0053-87).

2. This Special Use Permit (U-0053-87) shall be placed on an agenda closest to December 20, 2017 at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign is removed.

3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit (U-0053-87) shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is in response to a Required Review of an approved Special Use Permit (U-0053-87) that allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4400 East Charleston Boulevard. Research of building permit activity found that permit (2209) was issued on August 17, 1987 for the installation of the Off-Premise Sign, but received no final. A Final Only inspection (132813) was completed on 07/07/09. There have not been any significant changes in development or land use in the surrounding area; therefore, staff finds no adverse impact regarding the continued use of the Off-Premise Sign and is recommending approval of this request, subject to a five-year review.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/15/87	The City Council approved a request for a Special Use Permit (U-0053-87) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4400 East Charleston Boulevard. The Board of Zoning Adjustment recommended approval.
09/16/87	The City Council approved a request for a Review of Condition [U-0053-87(1)], which required the property owner to sign a Special Improvement District Agreement in connection with the construction of an Off-Premise Sign at 4400 East Charleston Boulevard. The Board of Zoning Adjustment recommended approval.
08/19/92	The City Council approved a request for a Required Review [U-0053-87(2)] of an approved Special Use Permit (U-0053-87) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4400 East Charleston Boulevard. The Board of Zoning Adjustment recommended approval.
06/23/05	The Planning and Development Department approved a request for a Minor Site Development Plan Review (SDR-6629) for a 338 square-foot addition and exterior improvements to an existing McDonald's Restaurant at 4400 East Charleston Boulevard.
03/12/08	A Code Enforcement case (63349) was processed for temporary window signs at 4400 East Charleston Boulevard. The case was closed on 03/31/08.
05/06/09	The City Council approved a request for a Required Review (RQR-31529) of an approved Special Use Permit (U-0053-87) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4400 East Charleston Boulevard. The Planning Commission recommended approval.

06/04/09	A Code Enforcement case (78689) was processed for a mobile car wash operating without a license. The case was closed on 06/08/09.
Most Recent Change of Ownership	
03/29/96	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
08/17/87	A building permit (2209) was issued for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4400 East Charleston Boulevard. The permit was never finalized.
03/18/90	A business license (R09-00727) was issued for a Restaurant at 4400 East Charleston Boulevard. The license is still active.
09/30/05	A building permit (05006850) was issued for tenant improvements at 4400 East Charleston Boulevard. The permit was finalized on 06/1/06.
10/17/07	A business license (G50-07630) was issued for a DVD Rental Kiosk at 4400 East Charleston Boulevard. The license is still active.
01/14/09	A building permit (121376) was issued for tenant improvements at 4400 East Charleston Boulevard. The permit was finalized on 07/09/09.
02/13/09	A building permit (132813) was issued for a Final Only for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4400 East Charleston Boulevard. The permit was finalized on 07/07/09.
07/09/10	A building permit (163786) was issued for tenant improvements at 4400 East Charleston Boulevard. The permit was finalized on 12/07/10.

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	
11/08/12	Staff conducted a field check of the subject site and found the sign faces and supporting structures were in good condition, with graffiti on the sign pole.

Details of Application Request	
Site Area	
Net Acres	0.66

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)

North	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
South	Convenience Store	CG (Commercial General)- Clark County	C-1 (Local Business) – Clark County
Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
East	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
West	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Standards	Code Requirements	Provided	Compliance
Location	No Off-Premise Sign may be located within public right-of-way	The sign is not in public right-of-way, nor is it in the Off-Premise Exclusionary Sign Zone	Y
Zoning	Off-Premise Signs are permitted in C-1. C-2, C-M, and M zoning districts only	The sign is located in a C-1 (Limited Commercial) zoning district.	Y
Area	No Off-Premise Sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	The sign is 672 square feet in size and has no embellishments.	Y

Height	No higher than 40 feet from grade at the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	The sign is 40 feet tall.	Y
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	All structural elements of the sign are screened from public view.	Y
Standards	**Code Requirements**	**Provided**	**Compliance**
Off-Premise Sign	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-premise Sign (if not along US-95)	The sign is 885 feet from another Off-premise Sign.	Y
Off-Premise Sign	At least 300 feet to the nearest property line of a lot in any "R" or U" zoned districts.	Sign is more than 300 feet from any property line zoned either "R" or "U."	N*
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Sign is permanently attached to the ground and is located on property zoned C-1 (Limited Commercial).	Y

* Special Use Permit (U-0053-87) permitted the Off-Premise Sign to be located 250 feet from the property zoned R-1 (Single Family Residential) to the west of the subject site.

ANALYSIS

This is the fourth Required Review of an approved Special Use Permit (U-0053-87) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4400 East Charleston Boulevard. The sign is located approximately 250 feet east of property zoned for residential use; however, since the initial approval of the Special Use Permit and subsequent review periods, there has been no tangible redevelopment in the surrounding area. The subject Off-Premise Sign has been issued a building permit and has received a final inspection. Therefore, staff is recommending approval of the subject Required Review.

FINDINGS

Title 19.12.120 of the Unified Development Code requires a minimum of 300 feet between an Off-Premise Sign and any property zoned "R" (Residential) or "U" (Undeveloped). The subject sign does not meet the minimum separation requirements, as it is located within 300 feet of property zoned for residential use, though the surrounding area has not changed since the original approval of the Special Use Permit. Staff recommends approval of this review, subject to a required review in five years.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

NOTICES MAILED 194

APPROVALS 0

PROTESTS 0

JG

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: RQR-47136 APN: 140 32 401 004

Name of Property Owner: Golden Arch LP

Name of Applicant: Clear Channel Outdoor

Name of Representative: Rod Carter

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: Rod Carter * Authorized Rep of Clear Channel.

Subscribed and sworn before me

This 13TH day of NOVEMBER, 2012

_____

Notary Public in and for said County and State

J. DEFALCO
Notary Public State of Nevada
No. 01-66461-1
My Appt. Exp. February 1, 2014

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Clear Channel Outdoor RQR 31529

Project Address (Location) 4400 E. Charleston Blvd

Project Name Clear Channel Outdoor RQR **Proposed Use** existing

Assessor's Parcel #(s) 140 32 401 004 **Ward #** 3

General Plan: existing _____ proposed _____ **Zoning:** existing C1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information REQUIRED OF an approved (existing) OFF-Premise advertising billboard sign located at 4400 E. Charleston

PROPERTY OWNER Golden Arch LP **Contact** Dustin Pulciani

Address 5251 DTC PARKWAY., SUITE 300 **Phone:** 303 262 3774 **Fax:** 303 568 7583

City GREENWOOD Village **State** CO **Zip** 80111

E-mail Address _____

APPLICANT Clear Channel Outdoor **Contact** Rod Carter

Address 2880- B Meade Ave., Suite 350 **Phone:** 238 7209 **Fax:** 238 7266

City Las Vegas **State** NV **Zip** 89102

E-mail Address rodcarter@clearchannel.com

REPRESENTATIVE Same As Applicant **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 Rod Carter Authorized agent of Clear Channel

Subscribed and sworn before me

This 13th day of November, 20 12.

_____

Notary Public in and for said County and State

J. DEFALCO
Notary Public State of Nevada
No. 01-66461-1
My Appt. Exp. February 1, 2014

FOR DEPARTMENT USE ONLY

Case #	47136 RQR
Meeting Date:	01-09-13
Total Fee:	800.00
Date Received:*	11-14-2012
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

Planter
6 Foot Chain Link Fence
Shopping center
Proposed Sign
2 Foot
BLDG
.68 AC 25760 Sq Ft.
Parcel # 060-430-003
Planter
Shopping Center
40'
40'
℄
Lamb Blvd
6' Foot Chain link fence
Drive
Planter
Drive
Planter
Drive
Sidewalk
135'
Charleston Blvd
Vicinity Map
Bonanza
Subject
Charleston
Lamb
Sahara
N
Donrey Outdoor Advertising
1211 W. Bonanza Rd.
Las Vegas, NV 89106
Drawn by: Mike Perrah
Phone: 382-5020
Golden Arch LLP
SCALE: 1" = 10'
DATE: 5-14-87
DRAWN BY
REVISED
NW Corner Charleston & Lamb
RECEIVED
NOV 14 2012
City of Las Vegas
Department of Planning
RQR-47136

RQR-47136 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: GOLDEN ARCH, LP
4400 EAST CHARLESTON BOULEVARD

11/08/12

RQR-47136 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: GOLDEN ARCH, LP
4400 EAST CHARLESTON BOULEVARD

11/08/12

RQR-47136 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: GOLDEN ARCH, LP
4400 EAST CHARLESTON BOULEVARD

11/08/12

INJURY
Hablamos Español
ACCIDENTS
GOLIGHTLY
222-3333
CLEAR CHANNEL
play place
¡VIVA TACO!

RQR-47136

DO NOT
ENTER
RQR-47136

¡VIVA TACO!
MEXICAN FOOD
FREE
RQR-47136

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
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DAVID W. STEINMAN
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

May 8, 2009

Golden Arch LP
P.O. Box 66201
Chicago, Illinois 60666-0207

RE: RQR-31529 - REQUIRED REVIEW
CITY COUNCIL MEETING OF MAY 6, 2009

Dear Applicant:

The City Council at a regular meeting held May 6, 2009 APPROVED the Required Review of an approved Special Use Permit (U-53-87) FOR A 40-FOOT, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN (BILLBOARD) at 4400 East Charleston Boulevard (APN 140-32-401-004), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on May 7, 2009. This approval is subject to:

Planning and Development

1. Conformance to the conditions for Special Use Permit (U-0053-87), if approved.

2. This Special Use Permit shall be placed on an agenda closest to August 19, 2012 at which time the City Council may require the Off-Premise Advertising (Billboard) Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Advertising (Billboard) Sign is removed.

3. The Off-Premise Advertising (Billboard) Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

4. If the existing off-premise sign is voluntarily demolished, this Special Use Permit (U-0053-87) shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

RECEIVED
NOV 14 2012
RQR-47136
Printed with environmentally friendly soy ink.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Doreen Araujo
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

RECEIVED
NOV 14 2012
City of Las Vegas
Department of Planning

RQR-47136

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 9, 2013

SUBJECT:
SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 9, 2013

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.: **54.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 9, 2013

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