

# PAHRUMP TOWN BOARD AGENDA

Harley	Bill	Tom	Robert	Amy
Kulkin	Dolan	Waters	Adams	Riches
Chair	Vice-Chair	Clerk	Member	Member

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## TOWN OF PAHRUMP MISSION STATEMENT

*Our mission is to balance our history as a rural community with our need to provide appropriate and sustainable services to our citizens and those who visit our community. We will do this by demonstrating honest, responsive leadership and partnering and when appropriate to augment our resources.*

## **NOTICE TO MEMBERS OF THE AUDIENCE**

The Pahrump Town Board meets the second and fourth Tuesday of each month at in the Nye County Building, 2100 E. Walt Williams Drive. Agendas are available at the Town Office (400 Highway 160) on the Thursday prior to each Board meeting and are posted on the Town website at [www.pahrumpnv.org](http://www.pahrumpnv.org). Copies of agendas and supporting materials may also be requested from Stephanie Massimino at the Town Office. Ms. Massimino may be reached at (775) 727-5107. Please find a video of our Pahrump Town Board meetings at the following link - URL **Granicus Instructions:**

[http://nyecounty.granicus.com/MediaPlayer.php?view\\_id=3&clip\\_id=330](http://nyecounty.granicus.com/MediaPlayer.php?view_id=3&clip_id=330)

BOARD MEMBER	PHONE	EMAIL	TERM EXPIRES DECEMBER 31
Harley Kulkin	727-1525	<a href="mailto:hkulkin@pahrumpnv.org">hkulkin@pahrumpnv.org</a>	2014
Bill Dolan	910-1617	<a href="mailto:bdolan@pahrumpnv.org">bdolan@pahrumpnv.org</a>	2016
Dr. Tom Waters	764-0949	<a href="mailto:twaters@pahrumpnv.org">twaters@pahrumpnv.org</a>	2014
Robert Adams	910-1965	<a href="mailto:radams@pahrumpnv.org">radams@pahrumpnv.org</a>	2014
Amy Riches	764-0751	<a href="mailto:ariches@pahrumpnv.org">ariches@pahrumpnv.org</a>	2016

A quorum of Advisory Board members may be present at any Town Board meeting, but they will not take any formal action.

## **SPECIAL NOTES:**

Public comment is limited to 3 minutes, unless extended by the Town Board Chair. It is requested that advisory reports and or presentations be kept to 15 minutes.

Any member of the public who is disabled and requires accommodation, assistance or a wireless microphone at this meeting is requested to notify the Pahrump Town Office in writing or call 775-727-5107, prior to the meeting. Assisted listening device is available at Town Board Meetings upon request with 24 hour advance notice.

## **MEETING CONDUCT:**

Audience members and speakers may not use provocative, rude, obnoxious, abusive, inflammatory, slanderous, or offensive comments. Any person who makes such remarks or otherwise disrupts the meeting with loud outbursts, shouting, threats or other disruptive behavior will be warned by the Chair that his or her behavior is unacceptable. If after receiving a warning, any person persists in disrupting the meeting, the Chair shall order that person to leave and may utilize law enforcement to enforce that order. The Town Board shall have the power to prevent, punish and restrain any disorderly conduct. NRS269.215.

**PAHRUMP TOWN BOARD MEETING  
NYE COUNTY CENTER  
2100 E. Walt Williams Drive  
TUESDAY – 6:00 P.M.  
August 12, 2014  
AGENDA**

- 1. Call to Order**
- 2. Invocation by Pastor Wayne O'Bannon of Seventh-day Adventist (SDA) Church and the Oasis Outreach & Worship Center**
- 3. Pledge of Allegiance.**
- 4. Consideration** to Move the Order of or Deleting an Agenda Item(s).
- 5. Public Comment:** Action may not be taken upon matters considered during this item until specifically included on an agenda for action. – NRS241.020(2)(c)(3). (Non-Action Item).
- 6. Board and Staff Comments:** Action may not be taken upon matters considered during this item until specifically included on an agenda for action. NRS 241.020(2)(c )(3). (Non-Action Item).
- 7. Announcements** (Non-Action Item).
- 8. Consideration to adopt** Consent agenda items: (For Possible Action)
  - a. Action – Approval of Town Vouchers.
  - b. Action – Approval of Town Board meeting minutes for July 22, 2014.
  - c. Action – Approval of the Ambulance Delinquency write-offs for the months of April, May, and June.
  - d. Action- Approval of Proclamation declaring August 16<sup>th</sup> Chef's Appreciation Day.
  - e. Action- Discussion and possible decision of the approval of application of Jaydee Webb to the Park and Recreation Advisory Board.
  - f. Discussion and possible decision on the removal of James Rosen and Author Shaulk from P&R Advisory Board.
  - g. Discussion and possible decision on the resignation of Cameron Lynch and Natalie Hunn from the Youth Advisory Board.
- 9. Advisory Board Reports** from Advisory Board Chairpersons and/or Town Board Liaisons on the Status of Advisory Boards. (Non-Action Item)
- 10. Consideration** to ratify the contract for the Buildings and Grounds Manager (For Possible Action).
- 11. Consideration** to ratify the contract for the Pahrump Fire Chief (For Possible Action).
- 12. Consideration** of hiring and possible approval of one Full-time employee to the Buildings and Grounds Department (For Possible Action)
- 13. Consideration** to approve and implement a contract for the Tourism Director (For Possible Action).

14. **Consideration** to approve and implement a contract for the Human Resources Director (For Possible Action).
15. **Consideration** to review and approve changes to the Town Manager's Contract (For Possible Action)
16. **Consideration** to adopt an ordinance enacting a revision and codification of the general ordinances of the Town of Pahrump. (For Possible Action).
17. **Consideration** to approve intent to award RFP by Gary Guy Wilson for the Waterline at Kellogg Park. (For Possible Action)
18. **Consideration** to discuss and approve Memorandum of Understanding with Nye County for the proposed General Aviation Airport (For Possible Action).
19. **Consideration** to approve a letter of support for an exemption to the current Nye County Code regarding installation of toilet facilities in a commercial zone i.e. private airport on Bell Vista (For Possible Action).
20. **Consideration** to approve purchasing of new Fire Department Command Vehicle. (For Possible Action)
21. **Closed Session(s).**

**Discussion and Possible Decision** regarding a Closed Session, to receive information and advice from the Town Attorney regarding potential or existing litigation pursuant to NRS 241.015(2)(b)(2). (For Possible Action).

22. **Future Meetings/Workshops: Date, Time and Location:** regular meeting August 26, 2014. (Non-Action Item)
23. **Public/Board/Staff Comment:** Action may not be taken upon matters considered during this item until specifically included on an agenda for action. – NRS241.020(2)(c)(3). (Non-Action Item)

#### **24. Adjournment.**

A quorum of Advisory Board members may be present at any Town Board meeting but they will not take any formal action. *Any member of the public, who wishes to speak during public comment on any item, will be limited to three (03) minutes. Items may be taken out of order. Items may be combined. Items may be pulled or removed from the agenda at any time.* Any member of the public who is disabled and requires accommodations or assistance at this meeting is requested to notify the Pahrump Town Office in writing, or call 775-727-5107 prior to the meeting. Assisted listening devices are available at Town board meetings upon request. This notice and agenda has been posted on or before 9:00 a.m. on the third working day before the meeting at the following locations: PAHRUMP TOWN OFFICE, COMMUNITY CENTER, TOWN ANNEX, COUNTY COMPLEX, and CHAMBER OF COMMERCE

**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED  
07/22/2014

DATE OF DESIRED BOARD MEETING  
08/12/2014

CIRCLE ONE: Action Item      Non-Action Item      Presentation

ITEM REQUESTED FOR CONSIDERATION:

Consideration of moving the order of or deleting an Agenda Item(s).

*If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.*

BRIEF SUMMARY OF ITEM:

STAFF COMMENTS/RECOMMENDATIONS:

BACKUP ATTACHED:     YES             NO

NAME OF PRESENTER(S) OF ITEM: Pahrump Town Board

SPONSORED BY:

Pahrump Town Board  
Print Name

Pahrump Town Board  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107 ext.  
Telephone Number

**AGENDA ITEM REQUEST**

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DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
07/22/2014	08/12/2014

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**CIRCLE ONE:**    Action Item                      Non-Action Item                      Presentation

ITEM REQUESTED FOR CONSIDERATION:  
Public Comment

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*If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.*

BRIEF SUMMARY OF ITEM:

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STAFF COMMENTS/RECOMMENDATIONS:

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BACKUP ATTACHED:     YES                       NO

NAME OF PRESENTER(S) OF ITEM:    Pahrump Citizens, Town Board & Staff

SPONSORED BY:

<u>Pahrump Town Board</u>	<u>Pahrump Town Board</u>
Print Name	Signature

<u>400 N. Hwy 160</u>	<u>(775) 727-5107 ext.</u>
Mailing Address	Telephone Number

**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED <u>07/22/2014</u>	DATE OF DESIRED BOARD MEETING <u>08/12/2014</u>
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**CIRCLE ONE:**    Action Item                      Non-Action Item                      Presentation

ITEM REQUESTED FOR CONSIDERATION:  
Town Board/Staff Comments

*If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.*

BRIEF SUMMARY OF ITEM:

STAFF COMMENTS/RECOMMENDATIONS:

BACKUP ATTACHED:     YES                       NO

NAME OF PRESENTER(S) OF ITEM:    Pahrump Town Board & Staff

SPONSORED BY:

<u>Pahrump Town Board</u> Print Name	<u>Pahrump Town Board</u> Signature
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<u>400 N. Hwy 160</u> Mailing Address	<u>(775) 727-5107</u> Telephone Number
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**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

<u>DATE AGENDA ITEM SUBMITTED</u> 07/22/2014	<u>DATE OF DESIRED BOARD MEETING</u> 08/12/2014
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**CIRCLE ONE:**    Action Item                      Non-Action Item                      Presentation

ITEM REQUESTED FOR CONSIDERATION:  
Announcements

*If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.*

BRIEF SUMMARY OF ITEM:  
See attached announcements.

STAFF COMMENTS/RECOMMENDATIONS:

BACKUP ATTACHED:        X YES                       NO

NAME OF PRESENTER(S) OF ITEM:    Pahrump Citizens, Town Board & Staff

SPONSORED BY:

<u>Pahrump Town Board</u> Print Name	<u>Pahrump Town Board</u> Signature
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<u>400 N. Hwy 160</u> Mailing Address	<u>(775) 727-5107</u> Telephone Number
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# Announcements

August 12<sup>th</sup>, 2014

- The following advisory boards are currently scheduled to meet in the 'A' Room of the Bob Ruud Community Center:

- Youth Advisory Board on August 13<sup>th</sup> at 2:30 pm
- Arena Advisory Board on August 14<sup>th</sup> at 7:00 pm
- Events Advisory Board on August 18<sup>th</sup> 2014 at 4:00 pm.
- Parks & Recreation Advisory Board on at August 20<sup>th</sup> 6:30 pm
- Veterans' Memorial Advisory Board on August 21<sup>st</sup> at 6:00 pm
- Nuclear Waste and Environmental Board on September 5<sup>th</sup> at 11:00 am.
- Convention Center and Civic Center Board September 5<sup>th</sup> 4:00 pm.
- Public Lands Advisory Board on September 2<sup>nd</sup> at 7:00 pm

- The following advisory boards are currently scheduled to meet in the 'B' Room of the Bob Ruud Community Center:

- Tourism Advisory Board on September 4<sup>th</sup>, 2014 at 8:00 am.

- The Social Security Office meets in Room "B" the last Tuesday of the month at the Bob Ruud Community Center starting at 9:00 am.

-A representative from Steven Horsford's Office is at the Bob Rudd Center every Monday from 8:00 am-Noon in Room A.

**AGENDA ITEM REQUEST**

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DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
07/22/2014	08/12/2014

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**CIRCLE ONE:**    Action Item                  Non-Action Item                  Presentation

ITEM REQUESTED FOR CONSIDERATION:  
Consideration for possible action of approving Town Vouchers (Consent Agenda Item A)

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*If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.*

BRIEF SUMMARY OF ITEM:

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STAFF COMMENTS/RECOMMENDATIONS:

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BACKUP ATTACHED:     YES                   NO

NAME OF PRESENTER(S) OF ITEM:    Pahrump Town Board

SPONSORED BY:

<u>Pahrump Town Board</u>	<u>Pahrump Town Board</u>
Print Name	Signature

<u>400 N. Hwy 160</u>	<u>(775) 727-5107 ext.</u>
Mailing Address	Telephone Number

**AGENDA ITEM REQUEST**

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DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
7/22/2014	8/12/2014

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**CIRCLE ONE:**    Action Item                  Non-Action Item                  Presentation

ITEM REQUESTED FOR CONSIDERATION:  
Consideration to approve of Town Board minutes for July 22, 2014.

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*If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.*

BRIEF SUMMARY OF ITEM:  
See attached minutes

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STAFF COMMENTS/RECOMMENDATIONS:

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BACKUP ATTACHED:     YES                   NO

NAME OF PRESENTER(S) OF ITEM:    Pahrump Town Board

SPONSORED BY:

<u>Pahrump Town Board</u>	<u>Pahrump Town Board</u>
Print Name	Signature

<u>400 N. Hwy 160</u>	<u>(775) 727-5107 ext.</u>
Mailing Address	Telephone Number

*Mr. Dolan stated that KPVM would no longer be streaming the meetings. He stated also that at the last meeting he commented on the fairgrounds ditch, when he went out there recently some rocks had been added until the final fixing of the road was completed.*

*Mr. Kulkin asked Ms. Holecheck if she could check to see how much it cost to broadcast a meeting if the board deemed a certain meeting necessary.*

*Ms. Holecheck stated that she wanted to thank the Nye County I.T. Department. Recently, the Town had approved spending \$15,000 on fiber optics for the Pool and Annex, at an unrelated meeting; County employees mentioned they may be able to help the Town. After Nye County completed the project, it saved the Town \$10,000.*

**6. Presentation of Department Head Status Update.**

*Ms. Holecheck gave the board an update on the current logistic at the Fire Department. She also stated the business license department had made over \$5,000 in the last two weeks. Also, regarding the basketball courts, Matt is making sure the mistakes were corrected.*

*Mr. Dolan stated he was happy to see the results of business license, and also felt the new basketball court looked amazing. He also thanked Mr. Lewis for his reports. He asked Mr. Lewis what service assignments were.*

*Chief. Lewis responded when they get called to services such as assisting the Sheriff's department or someone who is too ill to properly move themselves and need help.*

**7. Announcements**

*Announcements were read by Dr. Waters*

**8. Consideration to adopt Consent agenda items:**

- a. Action – Approval of Town Vouchers.
- b. Action – Approval of Town Board meeting minutes for July 08, 2014.
- c. Action – Approval of the Youth Advisory Board By-Laws.
- d. Action- Approval of Heather Edwards, Rebecca Casey, Ashlee Taylor, and Tyler Edwards as an alternate to the Youth Advisory Board.
- e. Action- Approval of Leo Blundo to the Events Advisory Board.

*Dr. Waters clarified that the Youth board would be changing their members from five (5) primary members, to eight (8) primary members with six (6) alternates members. He also asked that Chairperson in all instances is changed to Chairman.*

**Mr. Dolans motioned to approve consent agenda items 8a-8d.**

**Mr. Adams seconded.**

**Motion carried, 5-0.**

**9. Advisory Board Reports from Advisory Board Chairpersons and/or Town Board Liaisons on the Status of Advisory Boards.**

*Mr. Dolan stated that there was a meeting at the Nellis Air Force Base regarding changes to Pahrump and Nye County.*

*Mr. Kulkin stated the Veterans Board was moving forward with their plaques.*

*Ms. Cameron Lynch gave an announcement on the Teen Carnival Night Friday July 25 starting at 5pm till 10pm. Entrance is \$5.00 dollars, 5 can goods, or a combination of both.*

**10. Presentation and discussion regarding Town Manager's performance evaluation.**

*Mr. Kulkin stated the average score for Ms. Holecheck's Evaluation was 4.1.*

**11. Consideration to approve waived fees of the Liberty Festival Fees to the Pahrump Valley Chamber of Commerce.**

*This item was pulled.*

**12. Consideration to award Fall Festival Stage Contract to Bogus Productions.**

*Ms. Holecheck stated that this contract is in the same format it has been since previous years, and would hope this contract can be approve and if necessary changed over the next year's time.*

*Dr. Waters stated his concern was that the reference to buyer was stated several times with no reference as to who the buyer is. He is also concerned about the fact that the equipment is stated to be in "good working condition" but if something is damaged then it must be replaced with brand new. He also stated concern that the Town must fix anything damaged even when artists damages the equipment.*

*Ms. Holecheck stated that some of the provisions have always been in and the productions company requires those stipulations.*

*Mr. Luis stated this contract includes the lights, equipment, stage and two (2) technicians to run the equipment during the event, also due to the fact that the Town is paying for the artists we take on the liability of anything being damaged.*

*Mr. Dolan stated he felt there were several issues with the contract regarding what we are liable for.*

*Mr. Kulkin asked if there any issues.*

*Mr. Luis stated no, we have had no issues in previous years.*

**Dr. Waters motioned to award the Fall Festival Stage Contract to Bogus Production with caveat that staff would review concerns in sections 5, 7, 11, 12.**

**Mr. Adams seconded.**

**Motion carried, 3-2 with Mr. Dolan and Mrs. Riches voting nay.**

**13. Closed Session(s).**

Discussion and Possible Decision regarding a Closed Session, to receive information and advice from the Town Attorney regarding potential or existing litigation pursuant to NRS 241.015(2)(b)(2).

*No closed session.*

**14. Future Meetings/Workshops: Date, Time and Location: regular meeting August 12, 2014.**

*Nothing was stated.*

**15. Public/Board/Staff Comment: Action may not be taken upon matters considered during this item until specifically included on an agenda for action. – NRS241.020(2)(c)(3).**

*Nothing was stated.*

**16. Adjournment.**

*Meeting adjourned at 7:21 pm.*

## AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
07/22/2014	08/12/2014

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**CIRCLE ONE:**    Action Item                  Non-Action Item                  Presentation

**ITEM REQUESTED FOR CONSIDERATION:**

Consideration to approve the Ambulance Delinquency write-offs for the month of April, May, and June.

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*If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.*

**BRIEF SUMMARY OF ITEM:**

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**STAFF COMMENTS/RECOMMENDATIONS:**

Staff recommends approval.

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BACKUP ATTACHED:     YES                   NO

NAME OF PRESENTER(S) OF ITEM:    Susan Holecheck, Town Manager

**SPONSORED BY:**

Susan Holecheck, Town Manager

Print Name

  
Susan M. Holecheck

Signature

400 N. Hwy 160

Mailing Address

(775) 727-5107 ext.

Telephone Number

**MEMO  
TOWN OF PAHRUMP  
TOWN BOARD MEETING AGENDA ITEM  
MEETING DATE: 8/12/2014**

TO: Town Board

FROM: Melissa Raetz, Ambulance Billing Supervisor  
Michael Sullivan, Finance Director

DATE: August 12, 2014

RE: Approval to Transfer Ambulance Fund Delinquent Accounts for April 2014 thru June 2014 for Further Collection and Related Accounting Adjustments.

**1.) Background**

To ensure timely and accurate recording of our revenues, Generally Accepted Accounting Principles (GAAP) requires that the outstanding delinquent Ambulance accounts receivable balances be reviewed periodically so that appropriate accounting entries are recorded to reflect the probability of collecting the amounts due.

After a reasonable effort has been made to collect an outstanding balance by the Ambulance office staff, then we turn the delinquent accounts over to an outside professional collection agency to pursue. This transaction involves charges to the allowance for doubtful accounts; accounts receivable, and bad debt expense. This is so that our accounts receivable balance reflects the true value of our future revenues available for expenses, and not an inflated or unrealistic level.

If the additional efforts by the collection agency are successful, then a recovery of the write off is made. This involves two basic parts: first, there is a reversal of the write-off entry, and secondly, the payment is posted to the receivable just as if it had never been written off.

**2.) Fiscal Impact**

The FY 2014 Ambulance Fund Budget has sufficient to accrue these adjusting transactions, which reflects the year end review of the accounts receivable accounts.

**3.) Staff Recommendation and Board Action Requested**

The staff recommends that the Town *Board move to approve the Ambulance Fund charges to Allowance for Doubtful Accounts in the amount of \$256,719.00 for the period April, thru June, 2014 as presented in the attached materials.*

If you have any additional questions, we would be happy to answer them.

**MEMO  
TOWN OF PAHRUMP  
TOWN BOARD MEETING AGENDA ITEM  
MEETING DATE: 8/12/2014**

(Attachment A – Town of Pahrump Fire-Rescue Service Ambulance Doubtful Accounts Chart for April, 2014 thru June, 2014.)

**TOWN OF PAHRUMP  
 AMBULANCE FUND ACCOUNTS RECEIVABLE  
 BAD DEBT WRITE OFFS  
 FISCAL YEAR 2014  
 FOR THE PERIOD APRIL - JUNE, 2014**

Apr-Jun 2014

1	CATEGORY	QTY	TOTAL CHARGES BILLED	CONTRACTUAL ADJUSTMENTS BY INSURANCE PROVIDERS	NET BILLABLE CHARGES	INSURANCE & PATIENT PAYMENTS RECEIVED	BALANCES RECOMMENDED FOR WRITE OFF & COLLECTIONS
2	BAD DEBTS	289	329,037	96,940	232,097	31,485	200,613
3	BANKRUPTCY	2	1,567	276	1,291	442	849
4	DECEASED	72	86,215	26,005	60,210	8,406	51,805
5	SMALL BALANCES	3	1,845	1,011	834	817	16
6	HARDSHIP	3	4,612	0	4,612	1,176	3,436
7	<b>TOTALS</b>	<b>369</b>	<b>423,277</b>	<b>124,233</b>	<b>299,044</b>	<b>42,325</b>	<b>256,719</b>



# Proclamation

**WHEREAS**, *the National Pink Tie Organization (NPTO) bands men together to support the fight against cancer by encouraging men, nationwide, to wear pink or fuchsia ties to raise awareness, and educate the community about cancer; and*

**WHEREAS**, *the NPTO's Chef's Against Cancer division includes over 400,000 chefs and is growing rapidly worldwide; and*

**WHEREAS**, *NPTO chefs have made the commitment that their colleagues will not be alone in their fight against this horrible disease; and*

**WHEREAS**, *every third Saturday in August, chefs, physicians, nutritionists, and fitness trainers around the world, and in Pahrump, will gather to promote healthy living and cooking, uplift one another, and give back to those who have already helped so many; and*

**WHEREAS**, *Residents of the Town of Pahrump support their efforts in the fight against cancer, honor the survivors and remember those who will forever live in their hearts; and*

**WHEREAS**, *it is fitting and proper that the Town of Pahrump extend official recognition to the Nation Pink Tie Organization and support its effort in the fight against cancer;*

**NOW, THEREFORE**, *we the Pahrump Town Board hereby proclaim August 16<sup>th</sup>, 2014 be*

## Chefs' Appreciation Day

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Harley Kulkin, Chairman

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William Dolan, Vice Chair

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Dr. Tom Waters, Clerk

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Robert Adams

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Amy Riches

**AGENDA ITEM REQUEST**

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DATE AGENDA ITEM SUBMITTED  
07/22/2014

DATE OF DESIRED BOARD MEETING  
08/12/2014

CIRCLE ONE:   Action Item        Non-Action Item      Presentation

ITEM REQUESTED FOR CONSIDERATION:

Consideration to approve the application of Jaydee Webb to the Park and Recreation Advisory Board.

*If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.*

BRIEF SUMMARY OF ITEM:

The P&R Board has approved his application and now asked the Town Board for its approval of application.

STAFF COMMENTS/RECOMMENDATIONS:

Staff would recommend approval.

BACKUP ATTACHED:     YES       NO

NAME OF PRESENTER(S) OF ITEM: Susan Holecheck, Town Manager

SPONSORED BY:

Susan Holecheck, Town Manager  
Print Name

  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107 ext.  
Telephone Number

**PLEASE READ BACK OF APPLICATION BEFORE COMPLETING**

*Town Advisory Board (TAB) Application*

Name of Board: Parks and Recreation

Applicant Name: Jaydee Webb

Home Address: [REDACTED] City: Pahrump Zip: [REDACTED]

Mailing Address: [REDACTED] City: Pahrump Zip: [REDACTED]

Home Phone: none Unlisted? Yes  No  Fax: \_\_\_\_\_

Cell # [REDACTED] Work #: \_\_\_\_\_

E-Mail Address [REDACTED]

Please provide a brief description of your qualifications, experience, or interests that would be considered an asset to this Advisory Board: *I worked at the Peoria Park Dist. in Peoria, IL for about 10 years serving as Asst. lunch room supervisor for the 4 golf courses, maint. for Owens Center (ice rink) supervision for snack shop in the ice rink, (over)*

Are you currently employed by a public entity? Yes  No  If yes, which entity? \_\_\_\_\_

I have attached my resume/letter of interest: Yes  No

*I certify that I am a QUALIFIED ELECTOR, that my primary RESIDENCE is WITHIN THE BOUNDARIES of the Town Advisory Board area to which I am applying, and that the information provided is true and accurate to the best of my knowledge.*

Jaydee A. Webb 4/26/2014  
Signature Date

**The Pahrump Town Manager will receive and have all applications placed on the Pahrump Town Board's Agenda. You may mail or deliver this application to the Pahrump Town Manager's Office, Pahrump Town Office at the following address:**

**Pahrump Town Manager  
400 North Highway 160  
Pahrump, Nevada 89060**

*(This document becomes a public record once it has been received by the Town of Pahrump.)*

Also worked for Wildlife Prairie State Park in Ill.  
for 10 years working in maint. We built, maintained  
and serviced a 24 gauge railroad + rolling stock. Also  
maintained buildings, grounds, roads, and animal  
enclosures. With outside contractor we supplied  
labour for new buildings.

**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED  
07/22/2014

DATE OF DESIRED BOARD MEETING  
08/12/2014

CIRCLE ONE:   Action Item        Non-Action Item      Presentation

ITEM REQUESTED FOR CONSIDERATION:

Consideration to approve the removal of James Rosen and Author Shaulk from the Parks and Recreation Advisory Board.

*If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.*

BRIEF SUMMARY OF ITEM:

The P&R Board ask the Town Board to remove these two people from P&R Board due to unexcused absences under article 3G of the P&R Advisory Board By-Laws.

STAFF COMMENTS/RECOMMENDATIONS:

BACKUP ATTACHED:     YES       NO

NAME OF PRESENTER(S) OF ITEM: Susan Holecheck, Town Manager

SPONSORED BY:

Susan Holecheck, Town Manager  
Print Name

  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107 ext.  
Telephone Number

# **PAHRUMP PARKS & RECREATION ADVISORY BOARD BY-LAWS**

## **I. NAME**

A. The name of this committee shall be the Pahrump Parks & Recreation Advisory Board (PPRAB)

## **II. PURPOSE**

- A. To act in an advisory capacity to the Pahrump Town Board and/or the Pahrump Town Manager with regard to all public park plans within the Town of Pahrump.
- B. To make recommendations to the Pahrump Town Board and/or the Pahrump Town Manager with respect to compliance with park plans, development of parks and adoption of a 5-year plan within the Town of Pahrump.

## **III. MEMBERSHIP**

- A. The number of active board members shall be not less than five (05) or more than seven (07) with two (2) alternates.
- B. Members of the Advisory Board must be Town of Pahrump residents.
- C. Vacancies in the Advisory Board shall be advertised when a vacant seat becomes available. Interested individuals must complete a Town Advisory Board application.
- D. Membership to the Advisory Board shall be by appointment and approval of the Pahrump Town Board. Nomination for membership to the Advisory Board shall be made by majority vote of all active Advisory Board Members.
- E. The term of each Advisory Board member shall commence upon the approval for appointment by the Town Board. Each term will be for a two-year period.
- F. It is the responsibility of an Advisory Board member to attend all meetings or notify the Chairperson or Vice-Chairperson when he or she will be absent.
- G. Unexcused absences by an Advisory Board member for three consecutive meetings or four out of six meetings shall be grounds for removal of said member.
- H. Recommendation for removal of an Advisory Board member shall be submitted in writing to the Town Board, after a majority of the Advisory Board members vote in favor of said removal. Final disposition of removal from the Advisory Board shall be at the discretion of the Town Board.
- I. Advisory Board members serve their appointed terms without any compensation.
- J. Advisory Boards shall not be involved in the administration or operation of Town Departments nor shall they direct administrative staff to initiate programs, conduct major studies or establish official policy.

## **IV. OFFICERS OF THE COMMITTEE**

A. Officers shall be the Chairman, Vice-Chairman, and Secretary

## **V. DUTIES OF OFFICERS**

## AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
08/01/2014	08/12/2014

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**CIRCLE ONE:**    Action Item                  Non-Action Item                  Presentation

**ITEM REQUESTED FOR CONSIDERATION:**

Consideration to approve Resignation Cameron Lynch and Natalie Hunn both resigning effective August 15<sup>th</sup> from Youth Advisory Board.

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*If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.*

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**BRIEF SUMMARY OF ITEM**

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**STAFF COMMENTS/RECOMMENDATIONS:**

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BACKUP ATTACHED:     YES                   NO

NAME OF PRESENTER(S) OF ITEM:    Susan Holecheck, Town Manager

**SPONSORED BY:**

Susan Holecheck, Town Manager  
Print Name

  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107 ext.  
Telephone Number

**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED  
07/22/2014

DATE OF DESIRED BOARD MEETING  
08/12/2014

CIRCLE ONE:    Action Item                      Non-Action Item                      Presentation

ITEM REQUESTED FOR CONSIDERATION:  
Advisory Board Reports

*If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.*

BRIEF SUMMARY OF ITEM:

STAFF COMMENTS/RECOMMENDATIONS:

BACKUP ATTACHED:     YES                       NO

NAME OF PRESENTER(S) OF ITEM:    Town Board & Advisory Boards

SPONSORED BY:

Pahrump Town Board  
Print Name

Pahrump Town Board  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107  
Telephone Number

**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
07/22/2014	08/12/2014

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**CIRCLE ONE:**    Action Item                  Non-Action Item                  Presentation

**ITEM REQUESTED FOR CONSIDERATION:**

Consideration to approve and ratify renewal of employment agreement for Building and Grounds Manager, Matt Luis.

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*If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.*

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**BRIEF SUMMARY OF ITEM:**

This is a housekeeping item. Mr. Luis' employment contract provided for a review of the terms and renewal upon the expiration date of June 30, 2012. It does not appear that the Board was presented with the contract at that time and to ensure proper documentation is maintained, the contract is presented at this time.

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**STAFF COMMENTS/RECOMMENDATIONS:**

Staff is recommending the Board ratify renewal of this contract.

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BACKUP ATTACHED:     YES                   NO

NAME OF PRESENTER(S) OF ITEM:    Susan Holecheck, Town Manager

**SPONSORED BY:**

Susan Holecheck, Town Manager  
Print Name

  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107 ext.  
Telephone Number

**EMPLOYMENT AGREEMENT AMENDMENT**

THIS AGREEMENT made and entered into this 12th day of August, 2014, by and between the Unincorporated Town of Pahrump, a political subdivision of the State of Nevada (hereinafter referred to as the “Employer”), and Mathew Luis, an Individual (hereinafter referred to as the “Employee”).

**WITNESSETH:**

WHEREAS, the Town desires to employ Matt Luis to perform the services of the Buildings and Grounds Manager of the Town of Pahrump, and to provide inducement for him to remain in such employment; and

WHEREAS, it is the desire of the Town Board to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, the Employee desires to accept employment as the Buildings and Grounds Manager of the Town of Pahrump,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

**Section 1. Duties**

Employer hereby agrees to employ said Employee to perform the functions and duties as specified in the Town of Pahrump Job Description for the Buildings and Grounds Manager position, dated May 4, 2003, and other functions and duties as specifically deemed necessary by the Town Board and Town Manager of the Town of Pahrump, and to perform other legally permissible and proper duties and functions as the Town Board shall from time to time deem necessary.

**Section 2. Term**

This contract shall remain in full force and effect from July 1, 2012 for a period of five (5) years until June 30, 2017, at which time the Agreement will be reviewed and renewal shall not be unreasonably withheld if the annual performance reviews have been satisfactory, unless terminated by the Employer or Employee as provided in Section 10 of this Agreement.

**Section 3. Exclusive Employment**

Employee agrees to remain in the exclusive employ of Employer for so long as the employment is mutually acceptable to both Employee and Employer, and neither to accept other employment nor to become employed by any other Employer until termination of this Agreement. Employee may, with prior approval of the Employer, engage in teaching, consulting or other non-Employer connected business which will not impair Employee’s ability to perform to the fullest extent the duties and responsibilities of this agreement.

IN WITNESS THEREOF, the Town of Pahrump has caused this agreement, to be signed and executed in its behalf by its Town Board Chairman, and duly attested by its Town Board Clerk, and the employee has signed and executed this Agreement on the day and year first above written.

EMPLOYER:  
Unincorporated Town of Pahrump

EMPLOYEE:  
Scott Lewis

By: \_\_\_\_\_  
Harley Kulkin, Chairman  
PAHRUMP TOWN BOARD

By: \_\_\_\_\_  
Mathew Luis

ATTEST:

By: \_\_\_\_\_  
Dr. Tom Waters, Clerk  
PAHRUMP TOWN BOARD

**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

<u>DATE AGENDA ITEM SUBMITTED</u> 07/22/2014	<u>DATE OF DESIRED BOARD MEETING</u> 08/12/2014
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**CIRCLE ONE:**    Action Item                  Non-Action Item                  Presentation

**ITEM REQUESTED FOR CONSIDERATION:**

Consideration to approve and ratify renewal of employment agreement for Fire Chief Scott Lewis.

*If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.*

**BRIEF SUMMARY OF ITEM:**

This is a housekeeping item. Chief Lewis' employment contract provided for a review of the terms and renewal upon the expiration date of June 30, 2012. It does not appear that the Board was presented with the contract at that time and to ensure proper documentation is maintained, the contract is presented at this time.

**STAFF COMMENTS/RECOMNDATIONS:**

Staff is recommending the Board ratify renewal of this contract.

BACKUP ATTACHED:     YES                   NO

NAME OF PRESENTER(S) OF ITEM:    Susan Holecheck, Town Manager

**SPONSORED BY:**

Susan Holecheck, Town Manager  
Print Name

  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107 ext.  
Telephone Number

**EMPLOYMENT AGREEMENT AMENDMENT**

THIS AGREEMENT made and entered into this 12th day of August, 2014, by and between the Unincorporated Town of Pahrump, a political subdivision of the State of Nevada (hereinafter referred to as the “Employer”), and Scott Lewis, an Individual (hereinafter referred to as the “Employee”).

**WITNESSETH:**

WHEREAS, the Town desires to employ the services of Scott Lewis as the Chief of the Pahrump Valley Fire and Rescue Service of the unincorporated Town of Pahrump, and to provide inducement for him to remain in such employment; and

WHEREAS, it is the desire of the Town Board to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, the Employee desires to accept employment as Chief of the Pahrump Valley Fire and Rescue Service of the unincorporated Town of Pahrump,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

**Section 1. Duties**

Employer hereby agrees to employ said Employee to perform the functions and duties as specified in the Town of Pahrump Job Description for the Chief of the Pahrump Valley Fire and Rescue Service position, dated May 14, 2003, and other functions and duties as specifically deemed necessary by the Town Board and Town Manager of the Town of Pahrump, and to perform other legally permissible and proper duties and functions as the Town Board shall from time to time deem necessary.

**Section 2. Term**

This contract shall remain in full force and effect from July 1, 2012 for a period of five (5) years until June 30, 2017, at which time the Agreement will be reviewed and renewal shall not be unreasonably withheld if the annual performance reviews have been satisfactory, unless terminated by the Employer or Employee as provided in Section 10 of this Agreement.

**Section 3. Exclusive Employment**

Employee agrees to remain in the exclusive employ of Employer for so long as the employment is mutually acceptable to both Employee and Employer, and neither to accept other employment nor to become employed by any other Employer until termination of this Agreement. Employee may, with prior approval of the Employer, engage in teaching, consulting or other non-Employer connected business which will not impair Employee’s ability to perform to the fullest extent the duties and responsibilities of this agreement.

IN WITNESS THEREOF, the Town of Pahrump has caused this agreement, to be signed and executed in its behalf by its Town Board Chairman, and duly attested by its Town Board Clerk, and the employee has signed and executed this Agreement on the day and year first above written.

EMPLOYER:  
Unincorporated Town of Pahrump

EMPLOYEE:  
Scott Lewis

By: \_\_\_\_\_  
Harley Kulkin, Chairman  
PAHRUMP TOWN BOARD

By: \_\_\_\_\_  
Scott Lewis

ATTEST:

By: \_\_\_\_\_  
Dr. Tom Waters, Clerk  
PAHRUMP TOWN BOARD



**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED      DATE OF DESIRED BOARD MEETING  
07/22/2014      08/12/2014

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**CIRCLE ONE:**      Action Item        Non-Action Item      Presentation

ITEM REQUESTED FOR CONSIDERATION:

Consideration to approve employment contract for Arlette Ledbetter, Director of Tourism.

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*If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.*

BRIEF SUMMARY OF ITEM:

This is a housekeeping item. Historically all upper level management have received employment agreements. Arlette Ledbetter was promoted to Director, exempt status.

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STAFF COMMENTS/RECOMMENDATIONS:

Staff recommends that all Directors be handled on an equitable and consistent basis. Therefore, staff recommends the implementation of employment contract for this new Director.

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BACKUP ATTACHED:     YES       NO

NAME OF PRESENTER(S) OF ITEM:    Amy Riches, Town Board Member

SPONSORED BY:

Amy Riches, Town Board Member  
Print Name

  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107 ext.  
Telephone Number

## **EMPLOYMENT AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_ 2014, by and between the unincorporated Town of Pahrump, a political subdivision of the State of Nevada (hereinafter referred to as the “Employer”), and Arlette Ledbetter, an Individual (hereinafter referred to as the “Employee”).

### **WITNESSETH:**

WHEREAS, the Town has promoted Arlette Ledbetter to Director of Tourism for the Town of Pahrump, and to provide inducement for her to remain in such employment; and

WHEREAS, it is the desire of the Town Board to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, the Employee desires to accept employment as the Director of Tourism for the Town of Pahrump,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

### **Section 1. Duties**

Employer hereby agrees to employ said Employee to perform the functions and duties as specified in the Town of Pahrump Job Description for the Director of Tourism position and other functions and duties as specifically deemed necessary by the Town Board and Town Manager of the Town of Pahrump, and to perform other legally permissible and proper duties and functions as the Town Board shall from time to time deem necessary.

### **Section 2. Term**

This contract shall remain in full force and effect from the date noted above for a period of two years (2) years, or until June 30, 2016, whichever is shorter, at which time the Agreement will be reviewed and renewal shall not be unreasonably withheld if the annual performance reviews have been satisfactory, unless terminated by the Employer or Employee as provided in Section 10 of this Agreement.

### **Section 3. Exclusive Employment**

Employee agrees to remain in the exclusive employ of Employer for so long as the employment is mutually acceptable to both Employee and Employer, and neither to accept other employment nor to become employed by any other Employer until termination of this Agreement. Employee may, with prior approval of the Employer, engage in teaching, consulting or other non-Employer connected business which will not impair Employee’s ability to perform to the fullest extent the duties and responsibilities of this agreement.

#### **Section 4. Performance Evaluation**

The Town Manager shall review and evaluate the performance of the Employee at least once annually. Employee and Employer shall jointly develop the performance evaluation process and criteria to be utilized. The Town Manager shall provide Employee with a written summary statement of the performance and provide an opportunity for the Employee to discuss the evaluation with the Town Manager within 30 days of completion of the Performance Evaluation along with all related supporting documentation used to develop findings.

Annually, the Town Manager and Employee shall define the goals and performance objectives that they determine necessary for the proper operation of the Town's Human Resources Department and in the attainment of the Boards' policy objectives, and said goals and objectives shall be reduced to writing. They shall generally be attainable within the time limitations specified and the annual operating and capital budgets and appropriations provided and within the direct function and control granted to the Director of Human Resources.

#### **Section 5. Exempt Management Employee**

Employee is an exempt salaried management Employee who is expected to fulfill the obligations of the office, and to that end the Employee shall be allowed to establish an appropriate work schedule.

#### **Section 6. Salary**

- A. Employer agrees to pay Employee for her services rendered pursuant hereto an annual base salary of \$54,060, effective August 1, 2014, and payable in installments at the same time as other Employees of the Employer are paid.
- B. Employer agrees to increase annually said base salary and/or other benefits of Employee on the same basis as any other non-bargaining Employee of the Town with regard to Cost-of-Living Allowance (COLA) and merit increases pursuant to the Personnel Rules.
- C. This Agreement shall be automatically amended to reflect any subsequent wage increases and improvements in benefits provided by this agreement or required and provided by changes in the Employer's compensation policies.

#### **Section 8. Other Benefits**

- A. **Dues and Subscriptions**  
Employer agrees to budget and to pay for the reasonable professional dues and subscriptions of Employer for her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the Employer. Such expenses are subject to the prior approval of the Town Manager.

B. Professional Development

Employer agrees to budget and pay for the reasonable travel and subsistence for professional and official travel meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including annual conferences and local governmental groups and committees thereof which Employee serves as a member.

Employer further agrees to budget for and pay for the travel and subsistence expenses for Employee for short courses, institutes and seminars necessary for her professional development and for the good of the Employer.

C. Bonding

Employer agrees to pay the full costs of any fidelity or other bonds required of Employee under any law or ordinance.

D. Indemnification

Employer shall indemnify, and hold Employee harmless from and against all claims, demands, actions or suits, including attorney's fees, based upon or arising out of her employment under this Agreement, to the fullest extent allowed and/or provided in NRS Chapter 41.

E. Retirement

Employer agrees to enroll and maintain Employee's participation in the State of Nevada's Public Employees Retirement System pursuant to NRS 286 as amended and make all contributions on Employee's behalf for both Employer and Employee share.

**Section 9. Termination and Severance Package**

A. If Employee's employment hereunder is terminated by the Employer, or its designated representative or if the Employer or its designated representative requests that the Employee resign, after the effective date of this Agreement, at any time when Employee is willing and able to perform her duties of the Director of Tourism, Employer agrees to pay Employee a payment equal to nine (9) month's salary payable in a lump sum, unless otherwise agreed to by the Employee.

B. The Town will not be obligated to pay the severance amount set forth in paragraph A of this Section 9 if Employee is terminated for a felony conviction of an illegal act.

C. Should there be a dispute between the parties regarding severance pay, the parties agree to submit that issue to a mutually-agreeable arbitrator for binding arbitration. The decision of the arbiter shall be binding on both parties to the contract. The decision of the arbiter shall be a condition precedent to any right of legal action. The decision of the arbiter may be filed in court to carry it into effect. Any such arbitration will be governed by Nevada law and shall occur in the State of Nevada. Arbitration costs shall be borne by Employee and Employer equally.

- D. In the event the Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across the board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a formal suggestion by the Town Manager that she resign, then, in that event, Employee may, at her option, be deemed to be “terminated” at that date of such reduction or such refusal to comply within the meaning and context of the severance pay provision in paragraph A above.
- E. In the event Employee voluntarily resigns her position with Employer before expiration of the above-referenced term of her employment, then Employee shall give Employer thirty (30) days written notice in advance, unless the parties otherwise agree.
- F. In the event that this Agreement is terminated “without cause” Employee shall be entitled to a written notice of intent to terminate this agreement ninety (90) days in advance of the effective date of that termination.
- G. In the event of termination under subsection A or D or G of this Section 5, the insurance benefits to which Employee is entitled under section 8 (A) of this Agreement, will continue for nine (9) months from termination date at Employer’s sole cost and expense, and thereafter nine (9) months COBRA shall be afforded subject to applicable state and federal laws.
- H. In the event of termination or resignation, Employee will be entitled to vacation, holidays and other accrued benefits on the same basis as any other Employee of the Town pursuant to the Personnel Rules.

#### **Section 10. Disability**

If Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health, Employer shall have the option to terminate this agreement upon payment of nine (9) months’ salary. The insurance benefits to which Employee is entitled under Section 8 (A) of this Agreement, will continue for nine (9) from termination date at Employer’s sole cost and expense, subject to applicable state and federal laws.

Employee will be entitled to vacation, holidays, and other accrued benefits on the same basis as any other Employee of the Town pursuant to the Personnel Rules.

**Section 11. Other Terms and Conditions of Employment**

The Town Board, in consultation with the Town Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any applicable state or federal law.

All regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other Employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

**Section 12. Notices**

Notices pursuant to the Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, to the Employee's most recent address on file follows:

EMPLOYER: Chairman of the Town Board  
Town of Pahrump  
400 N. Highway 160  
Pahrump, NV 89060

EMPLOYEE: Arlette Ledbetter  
  
Pahrump, NV 89048

**Section 13. General Provisions**

- A. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the employment of Employee by Town. This Agreement contains the entire understanding of the parties and all the covenants and agreements between the parties with respect to such employment.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall become effective commencing immediately upon execution by both parties.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- E. This agreement shall be construed under and according to the laws of the State of Nevada.

IN WITNESS THEREOF, the Town of Pahrump has caused this Agreement, to be signed and executed in its behalf by its Town Board Chairman, and duly attested by its Town Board Clerk, and the Employee has signed and executed this Agreement on the day and year first above written.

EMPLOYER:  
Unincorporated Town of Pahrump

EMPLOYEE:

By: \_\_\_\_\_  
Harley Kulkin, Chairman  
PAHRUMP TOWN BOARD

By: \_\_\_\_\_  
Arlette Ledbetter

ATTEST:

By: \_\_\_\_\_  
Dr. Tom Waters, Clerk  
PAHRUMP TOWN BOARD



## **EMPLOYMENT AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_ 2014, by and between the unincorporated Town of Pahrump, a political subdivision of the State of Nevada (hereinafter referred to as the “Employer”), and Terry Bostwick, an Individual (hereinafter referred to as the “Employee”).

### **WITNESSETH:**

WHEREAS, the Town has promoted Terry Bostwick to Director of Human Resources for the Town of Pahrump, and to provide inducement for her to remain in such employment; and

WHEREAS, it is the desire of the Town Board to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, the Employee desires to accept employment as the Director of Human Resources of the Town of Pahrump,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

### **Section 1. Duties**

Employer hereby agrees to employ said Employee to perform the functions and duties as specified in the Town of Pahrump Job Description for the Director of Human Resources position and other functions and duties as specifically deemed necessary by the Town Board and Town Manager of the Town of Pahrump, and to perform other legally permissible and proper duties and functions as the Town Board shall from time to time deem necessary.

### **Section 2. Term**

This contract shall remain in full force and effect from the date noted above for a period of two years (2) years, or until June 30, 2016, whichever is shorter, at which time the Agreement will be reviewed and renewal shall not be unreasonably withheld if the annual performance reviews have been satisfactory, unless terminated by the Employer or Employee as provided in Section 10 of this Agreement.

### **Section 3. Exclusive Employment**

Employee agrees to remain in the exclusive employ of Employer for so long as the employment is mutually acceptable to both Employee and Employer, and neither to accept other employment nor to become employed by any other Employer until termination of this Agreement. Employee may, with prior approval of the Employer, engage in teaching, consulting or other non-Employer connected business which will not impair Employee’s ability to perform to the fullest extent the duties and responsibilities of this agreement.

#### **Section 4. Performance Evaluation**

The Town Manager shall review and evaluate the performance of the Employee at least once annually. Employee and Employer shall jointly develop the performance evaluation process and criteria to be utilized. The Town Manager shall provide Employee with a written summary statement of the performance and provide an opportunity for the Employee to discuss the evaluation with the Town Manager within 30 days of completion of the Performance Evaluation along with all related supporting documentation used to develop findings.

Annually, the Town Manager and Employee shall define the goals and performance objectives that they determine necessary for the proper operation of the Town's Human Resources Department and in the attainment of the Boards' policy objectives, and said goals and objectives shall be reduced to writing. They shall generally be attainable within the time limitations specified and the annual operating and capital budgets and appropriations provided and within the direct function and control granted to the Director of Human Resources.

#### **Section 5. Exempt Management Employee**

Employee is an exempt salaried management Employee who is expected to fulfill the obligations of the office, and to that end the Employee shall be allowed to establish an appropriate work schedule.

#### **Section 6. Salary**

- A. Employer agrees to pay Employee for her services rendered pursuant hereto an annual base salary of \$68,633, effective August 1, 2014, and payable in installments at the same time as other Employees of the Employer are paid.
- B. Employer agrees to increase annually said base salary and/or other benefits of Employee on the same basis as any other non-bargaining Employee of the Town with regard to Cost-of-Living Allowance (COLA) and merit increases pursuant to the Personnel Rules.
- C. This Agreement shall be automatically amended to reflect any subsequent wage increases and improvements in benefits provided by this agreement or required and provided by changes in the Employer's compensation policies.

#### **Section 8. Other Benefits**

- A. Dues and Subscriptions  
Employer agrees to budget and to pay for the reasonable professional dues and subscriptions of Employer for her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the Employer. Such expenses are subject to the prior approval of the Town Manager.

B. Professional Development

Employer agrees to budget and pay for the reasonable travel and subsistence for professional and official travel meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including annual conferences and local governmental groups and committees thereof which Employee serves as a member.

Employer further agrees to budget for and pay for the travel and subsistence expenses for Employee for short courses, institutes and seminars necessary for her professional development and for the good of the Employer.

C. Bonding

Employer agrees to pay the full costs of any fidelity or other bonds required of Employee under any law or ordinance.

D. Indemnification

Employer shall indemnify, and hold Employee harmless from and against all claims, demands, actions or suits, including attorney's fees, based upon or arising out of her employment under this Agreement, to the fullest extent allowed and/or provided in NRS Chapter 41.

E. Retirement

Employer agrees to enroll and maintain Employee's participation in the State of Nevada's Public Employees Retirement System pursuant to NRS 286 as amended and make all contributions on Employee's behalf for both Employer and Employee share.

**Section 9. Termination and Severance Package**

- A. If Employee's employment hereunder is terminated by the Employer, or its designated representative or if the Employer or its designated representative requests that the Employee resign, after the effective date of this Agreement, at any time when Employee is willing and able to perform her duties of the Director of Human Resources, Employer agrees to pay Employee a payment equal to nine (9) month's salary payable in a lump sum, unless otherwise agreed to by the Employee.
- B. The Town will not be obligated to pay the severance amount set forth in paragraph A of this Section 9 if Employee is terminated for a felony conviction of an illegal act.
- C. Should there be a dispute between the parties regarding severance pay, the parties agree to submit that issue to a mutually-agreeable arbitrator for binding arbitration. The decision of the arbiter shall be binding on both parties to the contract. The decision of the arbiter shall be a condition precedent to any right of legal action. The decision of the arbiter may be filed in court to carry it into effect. Any such arbitration will be governed by Nevada law and shall occur in the State of Nevada. Arbitration costs shall be borne by Employee and Employer equally.

- D. In the event the Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across the board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a formal suggestion by the Town Manager that she resign, then, in that event, Employee may, at her option, be deemed to be “terminated” at that date of such reduction or such refusal to comply within the meaning and context of the severance pay provision in paragraph A above.
- E. In the event Employee voluntarily resigns her position with Employer before expiration of the above-referenced term of her employment, then Employee shall give Employer thirty (30) days written notice in advance, unless the parties otherwise agree.
- F. In the event that this Agreement is terminated “without cause” Employee shall be entitled to a written notice of intent to terminate this agreement ninety (90) days in advance of the effective date of that termination.
- G. In the event of termination under subsection A or D or G of this Section 5, the insurance benefits to which Employee is entitled under section 8 (A) of this Agreement, will continue for nine (9) months from termination date at Employer’s sole cost and expense, and thereafter nine (9) months COBRA shall be afforded subject to applicable state and federal laws.
- H. In the event of termination or resignation, Employee will be entitled to vacation, holidays and other accrued benefits on the same basis as any other Employee of the Town pursuant to the Personnel Rules.

**Section 10. Disability**

If Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health, Employer shall have the option to terminate this agreement upon payment of nine (9) months’ salary. The insurance benefits to which Employee is entitled under Section 8 (A) of this Agreement, will continue for nine (9) from termination date at Employer’s sole cost and expense, subject to applicable state and federal laws.

Employee will be entitled to vacation, holidays, and other accrued benefits on the same basis as any other Employee of the Town pursuant to the Personnel Rules.

**Section 11. Other Terms and Conditions of Employment**

The Town Board, in consultation with the Town Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any applicable state or federal law.

All regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other Employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

**Section 12. Notices**

Notices pursuant to the Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, to the Employee's most recent address on file follows:

EMPLOYER: Chairman of the Town Board  
Town of Pahrump  
400 N. Highway 160  
Pahrump, NV 89060

EMPLOYEE: Terry Bostwick  
  
Pahrump, NV 89048

**Section 13. General Provisions**

- A. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the employment of Employee by Town. This Agreement contains the entire understanding of the parties and all the covenants and agreements between the parties with respect to such employment.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall become effective commencing immediately upon execution by both parties.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- E. This agreement shall be construed under and according to the laws of the State of Nevada.

IN WITNESS THEREOF, the Town of Pahrump has caused this Agreement, to be signed and executed in its behalf by its Town Board Chairman, and duly attested by its Town Board Clerk, and the Employee has signed and executed this Agreement on the day and year first above written.

EMPLOYER:  
Unincorporated Town of Pahrump

EMPLOYEE:

By: \_\_\_\_\_  
Harley Kulkin, Chairman  
PAHRUMP TOWN BOARD

By: \_\_\_\_\_  
Terry Bostwick

ATTEST:

By: \_\_\_\_\_  
Dr. Tom Waters, Clerk  
PAHRUMP TOWN BOARD



## **TOWN MANAGE EMPLOYMENT CONTRACT**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Town of Pahrump Nevada, (hereinafter called "Employer") and Susan Holecheck; (hereinafter called "Employee"), an individual who has experience in local-government management, agree as follows:

### **Section 1: Term**

Subject to earlier termination as provided for in this Agreement, this Agreement shall continue in effect from the date noted above for a period of two years, or until June 30, 2016, whichever is shorter.

This Agreement may be extended or modified in writing by mutual agreement of Employee and Employer. In the event the Agreement is not extended, all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns.

In the event that the Employee is terminated, as defined in Section 8 of this Agreement, the Employee shall be entitled to compensation as defined in Section 9 of this Agreement.

### **Section 2: Duties and Authority**

The Pahrump Town Board agrees to employ Susan Holecheck as Town Manager to perform the functions and duties specified in the Town Board Policy and Town Manager's Job Description of the Town of Pahrump and as required by state and federal law and to perform other legally permissible and proper duties and functions as the Pahrump Town board shall from time to time assign. The Town Manager Job Description is attached as part of this Agreement.

### **Section 3: Compensation**

Base Salary: Employer agrees to pay Employee an annual base salary of \$86,700.00, payable in installments at the same time as the other management employees of the Employer are paid. Employer agrees to increase annual said base salary and/or other benefits to Employee on the same basis as any other non-bargaining employee of the Town with regard to cost-of-living allowance (COLA) and merit increases pursuant to the Personnel Policies.

### **Section 4: Health, Disability and Life Insurance Benefits**

The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, comprehensive medical insurance and life insurance for the Employee and her eligible dependents equal to that which is provided to all other employees of the Town of Pahrump pursuant to the Town of Pahrump Personnel Policy.

### **Section 5: Mobile Phone**

The Employer shall provide use of a mobile phone with data service for domestic calls, texts, and e-mail.

### **Section 6: Automobile/Vehicle**

The Employer shall provide use of an automobile/vehicle, which shall be used as provided by the Town of Pahrump Personnel Policies.

### **Section 7. Performance Evaluation**

Annually, the Employer and Employee shall jointly define goals and performance objectives that they determine necessary for the proper operation of the Town of Pahrump and for the attainment of the Board's policy objectives and shall further establish relative priority among those various goals and objectives. Said goals and objectives are to be reduced to writing. The Town Board is cognizant that many of the Goals and Objectives may be ongoing and of long duration. However, the annual Goals and Objectives shall be reviewed and assessed no later than the 30<sup>th</sup> of June of each year to ascertain the status and continuing viability of any or all of the Goals and/or Objectives.

The Town Board and the Town Manager shall jointly develop the performance evaluation process and criteria to be used.

The Town Board shall annually review and evaluate the performance of the Town Manager. The Town Board Members shall: (1) create a performance evaluation for the Town Manager; (2) distribute the evaluations to the entire Board; (3) have the Town Board Clerk oversee the summary of the findings to be presented to the Town Manager by the Town Board Chair; (4) provide an opportunity for the Town Manager to discuss the evaluation with the Board within thirty (30) days of its completion.

If the evaluation is not completed by the 30<sup>th</sup> of June, the Employee will automatically receive a passing evaluation of 3.0 (in a range of 0.0 - 5.0) and receive a CPI raise plus 2% merit increase in annual compensation.

### **Section 8: Retirement**

The Employer agrees to enroll the Employee in the applicable state or local retirement system pursuant to Town of Pahrump Personnel Policy.

### **Section 9: Termination**

For purposes of this Agreement, termination shall occur when a majority of the members of the Town Board vote to terminate the Employee.

In removing the Employee, the Employer shall comply with all applicable laws. The Employer may terminate the Employee at the pleasure of the Employer as provided by Nevada law. In the event the Employee is terminated by the Employer pursuant to this section, the Employee's sole rights and remedies shall be under Section 10 of this Agreement.

### **Section 10: Severance**

In the event the Employee is terminated by the Town, without cause, before expiration of the term of her employment Agreement, and the Employee is still willing and able to perform her duties as Town Manager, the Employer agrees to pay Employee a payment equal to nine (9) months' salary payable in a lump sum, unless otherwise agreed to by the Employee.

In the event of termination under this Section 10, the insurance benefits to which Employee is entitled under Section 4 of this Agreement, will continue for nine (9) months, from termination date at Employer's sole cost and expense, and thereafter COBRA shall be afforded to Employee for a period of nine (9) months, subject to applicable state and federal laws.

In the event of termination or resignation, the Employee will be entitled to vacation, holidays and other accrued benefits on the same basis as any other Employee of the Town pursuant to the Personnel Policies.

In the event the Employee is terminated for cause, the Employer will have no obligation to pay the severance sum, no notice is required, no severance will be paid, and health insurance coverage will continue for thirty (30) days. It is recognized the Employee occupies a highly sensitive managerial position. Acts or omissions that constitute cause sufficient for the Employer to dismiss the Employee will depend on the particular circumstances. The decision as to whether cause exists involves the Town Board's managerial discretion and judgment.

Cause will exist if after a review of all particular circumstances, the Town Board by a majority vote at open meeting makes a good faith, reasonable finding of fact that the Employee has engaged in intentional acts or omissions which makes her ineffective in the performance of her designated job duties or negatively impacts her ability to carry out effective and productive working relationships with the Town Board as a body or for the Town of Pahrump. Examples of such intentional acts or omissions include but are not limited to the following:

1. Willful neglect of duties;
2. Inability to perform her general administrative duties or any specific duties delineated in her job description;
3. Intentional acts of misconduct or omissions occurring within the scope and course of her employment which negatively impacts her ability to perform her delineated duties or are measurably detrimental to her productive working relations with the Town;
4. Conviction of any felony;
5. Conviction of a gross misdemeanor; or
6. Pattern of behavior deemed inappropriate by a majority of the Town Board.

#### **Section 11: Resignation**

In the event that the Employee voluntarily resigns her position with the Employer, before the expiration of the stated terms of her employment Agreement, the Employee shall provide a minimum of sixty (60) days written notice and exert every effort to provide ninety (90) days written notice, unless the parties agree otherwise. In the event of voluntary resignation, the Employee shall not be entitled to severance pay as defined in Section 10 of this Agreement.

#### **Section 12: Hours of Work**

The Employer acknowledges the proper performance of the Town Manager duties requires the Employee to generally observe normal business hours and also will require the performance of necessary services outside of normal business hours. Because the Town Manager's job title is an exempt position, the Employee agrees to devote such additional time as is necessary for the full and proper performance of the Town Manager duties and that the compensation herein provided includes for such performance. The Employer intends that reasonable flexible scheduling of time off be permitted, such is customary for exempt employees, so long as the time off does not interfere with the completion of the required duties as identified in Section 2.

#### **Section 13: Outside Activities**

The employment provided for this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or a conflict of interest with her responsibilities under this Agreement. The Employee shall receive prior written approval of the Employer before participating in any of the above- mentioned activities.

#### **Section 14: Indemnification**

Beyond that required under federal, state or local law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in

the performance of Employee's duties as Town Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this section, to be available.

Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

### **Section 15: Other Terms and Conditions of Employment**

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, Town of Pahrump Ordinances and/or Resolutions, and state and federal law.

### **Section 16: Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: Pahrump Town Board Chairman  
400 N Highway 160  
Pahrump, NV 89060



Approved as to Form:

\_\_\_\_\_  
Bret F. Meich, Town Attorney

\_\_\_\_\_  
Date



**PAHRUMP TOWN ORDINANCE NO. 66**

**AN ORDINANCE ENACTING A REVISION AND CODIFICATION OF THE  
GENERAL ORDINANCES OF THE TOWN OF PAHRUMP AND OTHER  
MATTERS PROPERLY RELATED THERETO.**

WHEREAS, the Town Board of the Town of Pahrump desires to provide for the revision and codification, including such restatements and substantive changes as are necessary for clarity and consistency, of all general ordinances of the unincorporated town and provide for the indexing and publication of such ordinances in the form of a town code.

NOW, THEREFORE, the Town Board of the unincorporated Town of Pahrump, Nye County, Nevada, does hereby ordain as follows:

**Section 1. Enactment of Revision and Codification of the General Ordinances of the Town of Pahrump**

The Town Board of the Town of Pahrump revises and codifies the general ordinances of the Town of Pahrump as provided in the attached code.

**Section 2. Severability**

If any section, sentence, clause, or phrase of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, it shall in no way affect the validity of any remaining portions of this Ordinance.

**Section 3. Effective Date**

This Ordinance shall be in full force and effect from and after its passage, adoption, filing of at least three copies of the code with the town clerk, reproduction of at least 25 copies of the code have been accomplished, and second publication of the code by title only in a newspaper printed and published within the Town of Pahrump, County of Nye, State of Nevada, stating that copies of the code may be examined by the general public at the office of the town clerk.

Motion Proposed by Town Board Member \_\_\_\_\_.

Motion Seconded by Town Board Member \_\_\_\_\_.

Vote: \_\_\_\_\_ Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_

Approved on \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Town Board Clerk

## **CODE OF ORDINANCES**

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[Chapter 2 - ADMINISTRATION](#)

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[Chapter 6 - BUILDINGS AND BUILDING REGULATIONS](#)

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### **Chapter 1 GENERAL PROVISIONS**

[Sec. 1-1. Designation and citation.](#)

[Sec. 1-2. Definitions.](#)

[Sec. 1-3. Construction and use of language.](#)

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[Sec. 1-10. Amendments or additions to Code.](#)

[Sec. 1-11. Supplementation of Code.](#)

### **Sec. 1-1. Designation and citation.**

The ordinances embraced in this and the following chapters and sections shall constitute and be designated the "Code of Ordinances, Town of Pahrump, Nevada" and may be so cited. Such Code may also be cited as the "Pahrump Town Code."

**State law reference**— Codification authority, NRS 269.166 et seq.

### **Sec. 1-2. Definitions.**

The following words, terms and phrases, when used in this Code, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Board or town board.* The term "board" or "town board" means the town board of the unincorporated Town of Pahrump, County of Nye, State of Nevada. The term "all its members" or "all members" means the total number of board members holding office. "Board member" or "member" means a person duly elected to the town board and holding office at the time.

*Code.* The term "Code" means the Code of Ordinances, Town of Pahrump, Nevada, as amended.

*County.* The term "county" means Nye County, Nevada.

*Fiscal year.* The term "fiscal year" means the period starting July 1 of any year through June 30 of the following year.

*Health department.* The term "health department" means the county district health department of the board of health.

*Health officers.* The term "health officers" means the county district health officer or health administrator of the board of health or their designee.

*Law.* The term "law" denotes the applicable federal law, the Constitution of the United States, the Constitution of the State of Nevada, statutes of the State of Nevada, ordinances of Nye County, ordinances of the Town of Pahrump, and, when appropriate, any and all rules and regulations which may be promulgated thereunder.

*May.* The term "may" is permissive.

*Month.* The term "month" means calendar month.

*Must and shall.* The terms "must" and "shall" are each mandatory.

## CODE OF ORDINANCES

*NRS.* The abbreviation "NRS" means the Nevada Revised Statutes, as amended.

*Oath.* The term "oath" includes any affirmation or declaration in all cases in which by law an affirmation may be substituted for an oath, and in such cases the words "swear" or "sworn" shall be equivalent to the words "affirm" or "affirmed."

*Or, and.* The term "or" may read "and," and the term "and" may be read "or" if the sense requires it.

*Owner.* The term "owner," applied to a building or land, includes any part owner, joint owner, tenant in common, joint tenant, or tenant by the entirety of the whole or part of such building or land.

*Person.* The term "person" includes a natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization, and any other legal entity or the manager, lessee, agent, servant, officer, or employee of any of them.

*Personal property.* The term "personal property" includes money, goods, chattels, things in action, and evidences of debt.

*Preceding and following.* The terms "preceding" and "following" mean next before and next after, respectively.

*Property.* The term "property" includes real and personal property.

*Quorum.* The term "quorum" means, with reference to the town board, a majority of members thereof.

*Real property.* The term "real property" includes land, tenements, and hereditaments.

*Sheriff.* The term "sheriff" means the Nye County sheriff.

*State.* The term "state" means the State of Nevada.

*Street.* The term "street" includes all streets, highways, avenues, alleys, courts, cul-de-sacs, squares, sidewalks, curbs, or other public ways in the town which have been or may hereafter be dedicated and open to public use, or other public property so designated in any law of this state.

*Tenant and occupant.* The terms "tenant" and "occupant," applied to a building or land, include any person who occupies the whole or part of such building or land, whether alone or with others.

*Town.* The term "town" means the unincorporated Town of Pahrump.

*Will.* The term "will" refers to a future action or event, but is not mandatory.

*Written.* The term "written" includes printed, typewritten, mimeographed, multigraphed, or otherwise reproduced in permanent form.

*Year.* The term "year" means calendar year.

(Ord. No. 19, §§ 19.100—19.195, 10-29-1985)

### **Sec. 1-3. Construction and use of language.**

- (a) *Grammatical interpretation.* The following grammatical rules shall apply in ordinances of the town, or any codification of same, unless it is apparent from the context that a different construction is intended.
  - (1) Gender. Each gender includes the masculine, feminine, and neuter genders.
  - (2) Singular and plural. The singular number includes the plural and the plural includes the singular.
  - (3) Tenses. Words used in the present tense include the past and the future and vice versa, unless manifestly inapplicable.
- (b) *Interpretation of language.* All words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases and such others as may have

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acquired a peculiar and appropriate meaning in the law shall be construed and understood according to such peculiar and appropriate meaning.

- (c) *Title of office.* Use of the title of any officer, employee, department, board, commission, or committee means that officer, employee, department, board, commission, or committee of the town.
- (d) *Acts by agents.* When an act is required by an ordinance of the town, or any codification thereof, the same being such that it may be done as well by an agent as by the principle, such requirement shall be construed to include all such acts performed by an authorized agent.
- (e) *Prohibited acts include causing and permitting.* Whenever in any ordinance of the town, or any codification of same, any act or omission is made unlawful, it shall include causing, allowing, permitting, aiding, abetting, suffering, or concealing the fact of such act or omission.
- (f) *Computation of time.* Except when otherwise provided, the time within which an act is required to be done shall be computed by excluding the first day and including the last day, unless the last day is Sunday or an official national or state holiday, in which case it shall also be excluded.
- (g) *Construction of provisions.* The provisions of the ordinances of the town, or any codification thereof, and all proceedings under them are to be construed with a view to effect their objects and to promote justice.
- (h) *Repeal shall not repeal any ordinances.* The repeal of an ordinance, or any codification thereof, shall not repeal the repealing clause of an ordinance, or any codification thereof, or revive any ordinance, or codification thereof, which has been repealed thereby.

(Ord. No. 19, §§ 19.210—19.280, 10-29-1985)

### **Sec. 1-4.Catchlines of sections and other headings.**

The catchlines of the several sections of this Code, as well as the chapter, article and division headings are intended as mere catchwords to indicate the contents of the chapter, article, division or section, and shall not be deemed or taken to be titles of such provisions, nor as any part of the contents.

### **Sec. 1-5.History notes.**

The history notes appearing in parentheses after sections in this Code are not intended to have any legal effect but are merely intended to indicate the source of matter contained in the section.

### **Sec. 1-6.State law references.**

The state law references appearing throughout this Code are not intended to have any legal effect but are merely references and case law annotations intended to assist the user of this Code.

### **Sec. 1-7.Certain ordinances and acts not affected by Code.**

Nothing in this Code or the ordinance adopting this Code shall be construed to repeal or otherwise affect the validity of the following, when not inconsistent with this Code:

- (1) Any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing or amount due the town as a tax, fee or license before the effective date of this Code;
- (2) Any ordinance promising or guaranteeing the payment of money by this town or authorizing the issuance of any bonds of the town or any evidence of the town's indebtedness;
- (3) Any prosecution, suit or other proceeding pending or any judgment rendered on the day on which this Code became effective;

## CODE OF ORDINANCES

- (4) Any appropriation ordinance or ordinance providing for the levy of taxes or for any annual budget;
- (5) Any ordinance granting any franchise, permit or other right;
- (6) Any ordinance approving, authorizing or otherwise relating to any contract, agreement, lease, deed or other instrument;
- (7) Any ordinance dedicating, accepting, naming, establishing, locating, relocating, opening, widening, improving or vacating any street or other public way;
- (8) Any ordinance establishing or prescribing grades for streets;
- (9) Any ordinance assessing costs of constructing or reconstructing streets and sidewalks;
- (10) Any ordinance prescribing traffic regulations for specific streets, such as ordinances designating speed limits, one-way streets, no parking areas, parking zones, truck routes, loading zones, stop intersections, intersections where traffic is to be controlled by signals, etc.;
- (11) Any zoning ordinance;
- (12) Any temporary or special ordinance;

and all ordinances and parts of ordinances are hereby recognized as continuing in full force and effect to the same extent as if set out at length herein.

### **Sec. 1-8.Penalties.**

- (a) *Prohibited act is misdemeanor when no penalty imposed.* Whenever the performance of any act is prohibited by a town ordinance, or is made or declared to be unlawful, or whenever the doing of an act is required by a town ordinance, or the failure to do any act is declared to be unlawful by a town ordinance, and no penalty for the violation of such provision is imposed or provided for, then the performance of such act or the failure to perform such act shall be a misdemeanor. Each day that an offense continues shall constitute a separate offense. The penalties provided herein do not prohibit the town from pursuing other remedies such as injunctive relief.
- (b) *Misdemeanor penalties designated.* Any person convicted of a misdemeanor shall be punished by a fine not to exceed \$1,000.00, or imprisonment in the county jail not to exceed six months, or both such a fine and imprisonment.

(Ord. No. 19, §§ 19.310, 19.320, 10-29-1985)

**State law reference—** Authority for penalty, NRS 269.160.

### **Sec. 1-9.Severability.**

If any one or more sections, clauses, or parts of an ordinance shall be declared invalid or void, such judgment shall not affect, impair or invalidate the remaining provisions of that ordinance, but shall be confined in its operation to the specific sections, clauses, or parts held invalid or void.

### **Sec. 1-10.Amendments or additions to Code.**

All ordinances of a general and permanent nature, and amendments to such ordinances, hereinafter enacted or presented to the city council for enactment, shall be drafted, so far as possible, as specific amendments of, or additions to, the Code of Ordinances. Amendments to this Code shall be made by reference to the chapter and section of the Code which is to be amended, and additions shall bear an appropriate designation of chapter, article and section; provided, however, the failure so to do shall in no way affect the validity or enforceability of such ordinances.

**Sec. 1-11. Supplementation of Code.**

- (a) By contract or by city personnel, supplements to this Code shall be prepared and printed whenever authorized or directed by the town board. A supplement to the Code shall include all substantive permanent and general parts of ordinances passed by the town board during the period covered by the supplement and all changes made thereby in the Code. The pages of a supplement shall be so numbered that they will fit properly into the Code and will, where necessary, replace pages which have become obsolete or partially obsolete, and the new pages shall be so prepared that, when they have been inserted, the Code will be current through the date of the adoption of the latest ordinance included in the supplement.
- (b) In preparing a supplement to this Code, all portions of the Code which have been repealed shall be excluded from the Code by omission thereof from reprinted pages.
- (c) When preparing a supplement to this Code, the codifier (meaning the person, agency or organization authorized to prepare the supplement) may make formal, nonsubstantive changes in ordinances and parts of ordinances included in the supplement, insofar as it is necessary to do so to embody them into a unified Code. For example, the codifier may:
  - (1) Organize the ordinance material into appropriate subdivisions;
  - (2) Provide appropriate catchlines, headings and titles for articles, sections and other subdivisions of the Code printed in the supplement and make changes in such catchlines, headings and titles;
  - (3) Assign appropriate numbers to articles, sections and other subdivisions to be inserted in the Code and, where necessary to accommodate new material, change existing article or section or other subdivision numbers;
  - (4) Change the words "this ordinance" or words of the same meaning to "this chapter," "this article," "this section," "this subsection," etc., as the case may be; and
  - (5) Make other nonsubstantive changes necessary to preserve the original meaning of ordinance articles or sections inserted into the Code;

but in no case shall the codifier make any change in the meaning or effect of ordinance material included in the supplement or already embodied in the Code.

**Chapter 2 ADMINISTRATION <sup>11</sup>**

[ARTICLE I. - IN GENERAL](#)

[ARTICLE II. - TOWN BOUNDARIES AND MAP](#)

[ARTICLE III. - INCORPORATION](#)

[ARTICLE IV. - TOWN BOARD](#)

[ARTICLE V. - OFFICERS AND EMPLOYEES](#)

[ARTICLE VI. - BOARDS AND COMMISSIONS](#)

[ARTICLE VII. - FINANCE](#)

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FOOTNOTE(S):

--- (1) ---

**State Law reference**— Unincorporated towns, NRS ch. 269; public records, NRS ch. 239; public meetings, NRS ch. 241. ([Back](#))

## **ARTICLE I. IN GENERAL**

[Secs. 2-1—2-18. Reserved.](#)

**Secs. 2-1—2-18. Reserved.**

## **ARTICLE II. TOWN BOUNDARIES AND MAP**

[Sec. 2-19. Consolidated legal description.](#)

[Sec. 2-20. Survey.](#)

[Secs. 2-21—2-43. Reserved.](#)

### **Sec. 2-19. Consolidated legal description.**

Following is the consolidated legal description for the town:

Beginning at the Nye/Clark County boundary, which said boundary is on the Range line common to Ranges 54 and 55 East, at its intersection with the Nevada/California state line; thence bearing north along the Nye/Clark County boundary along the Range line common to Ranges 54 and 55 East to its intersection with the northeast corner of Section 25, Township [20](#) South, Range 54 East; thence bearing west along the north boundary of Sections 25, 26 and 27 to the north one-quarter corner of Section 27, Township [20](#) South, Range 54 East; thence bearing north along the Nye/Clark County boundary to its intersection with the north boundary of [Section 3](#), Township [18](#) South, Range 54 East; thence bearing west along the township line common to Townships [17](#) and [18](#) South to the northwest corner of [Section 6](#), Township [18](#) South, Range 52 East; thence bearing south along the range line common to Ranges 51 and 52 East to the Von Schmidt line, and continuing south to the point of intersection with the Nevada/California state line; thence bearing southeast along the Nevada/California state line to the Point of Beginning; with the exception of the following described areas: Government Lots [12](#), [13](#), [14](#), [18](#), [19](#), the northeast one-quarter of the southwest one-quarter, the south one-half of the northeast one-quarter, and the north one-half of the southeast one-quarter, all located within [Section 6](#), Township [22](#) South, Range 54 East.

(Ord. No. 24, 4-14-1987)

**State law reference**— Annexation, NRS 269.650 et seq.





SHEET 2 OF 8

PROJECT CONTROL SCHEME

BASIS OF BEARINGS

ALL BEARINGS, GEODETIC AND STATE PLANE COORDINATES SHOWN ON THIS PLAN ARE BASED ON THE DATUM OF 1983 (1989) AND THE STATE PLANE COORDINATE SYSTEM OF 1983 (1989) UNLESS OTHERWISE NOTED. ALL BEARINGS ARE TRUE BEARINGS UNLESS OTHERWISE NOTED. ALL DISTANCES SHOWN ON THIS PLAN ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND REDUCED AT AN ELEVATION OF 5283.3 FEET. COORDINATE VALUES WERE DETERMINED BY THE METHOD OF TRIANGULATION. STATE AND PLATE G.C.S. METHODS AND ARE DENOTED IN METERS.

NEVADA COORDINATE SYSTEM ON 1983 (1989)

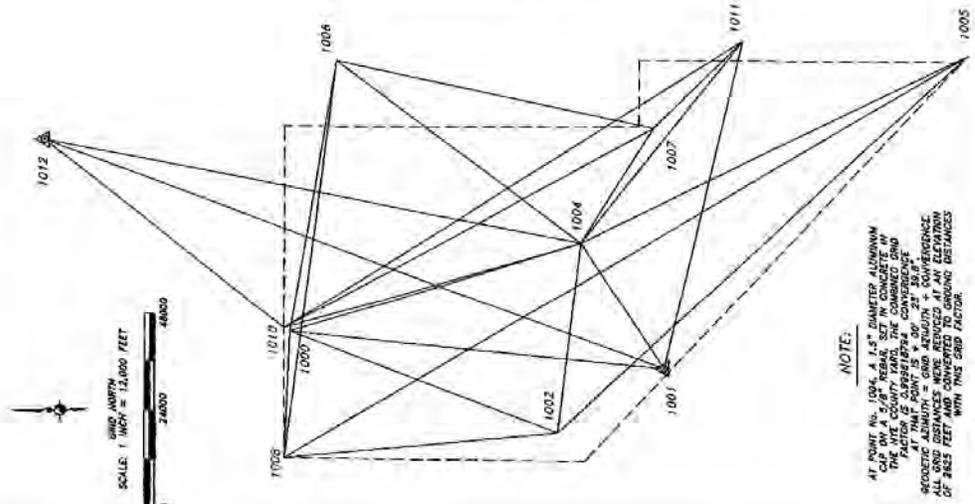
PT. No.	NORTH	EAST	ERROR
1000	6145022.70	15027	0.000
1001	6145022.70	15027	0.000
1002	6145022.70	15027	0.000
1003	6145022.70	15027	0.000
1004	6145022.70	15027	0.000
1005	6145022.70	15027	0.000
1006	6145022.70	15027	0.000
1007	6145022.70	15027	0.000
1008	6145022.70	15027	0.000
1009	6145022.70	15027	0.000
1010	6145022.70	15027	0.000
1011	6145022.70	15027	0.000
1012	6145022.70	15027	0.000

NEVADA COORDINATE SYSTEM OF 1983 (1989)

PT. No.	NORTH	WEST	ELLIPSOIDAL HEIGHT (METERS)
1000	21° 21' 00.0000"	118° 54' 00.0000"	804.887
1001	21° 21' 00.0000"	118° 54' 00.0000"	804.887
1002	21° 21' 00.0000"	118° 54' 00.0000"	804.887
1003	21° 21' 00.0000"	118° 54' 00.0000"	804.887
1004	21° 21' 00.0000"	118° 54' 00.0000"	804.887
1005	21° 21' 00.0000"	118° 54' 00.0000"	804.887
1006	21° 21' 00.0000"	118° 54' 00.0000"	804.887
1007	21° 21' 00.0000"	118° 54' 00.0000"	804.887
1008	21° 21' 00.0000"	118° 54' 00.0000"	804.887
1009	21° 21' 00.0000"	118° 54' 00.0000"	804.887
1010	21° 21' 00.0000"	118° 54' 00.0000"	804.887
1011	21° 21' 00.0000"	118° 54' 00.0000"	804.887
1012	21° 21' 00.0000"	118° 54' 00.0000"	804.887

POINT DESCRIPTIONS

1000	BENCH MARK SET BY U.S. GEOLOGICAL SURVEY IN CONCRETE
1001	BENCH MARK SET BY U.S. GEOLOGICAL SURVEY IN CONCRETE
1002	BENCH MARK SET BY U.S. GEOLOGICAL SURVEY IN CONCRETE
1003	BENCH MARK SET BY U.S. GEOLOGICAL SURVEY IN CONCRETE
1004	BENCH MARK SET BY U.S. GEOLOGICAL SURVEY IN CONCRETE
1005	BENCH MARK SET BY U.S. GEOLOGICAL SURVEY IN CONCRETE
1006	BENCH MARK SET BY U.S. GEOLOGICAL SURVEY IN CONCRETE
1007	BENCH MARK SET BY U.S. GEOLOGICAL SURVEY IN CONCRETE
1008	BENCH MARK SET BY U.S. GEOLOGICAL SURVEY IN CONCRETE
1009	BENCH MARK SET BY U.S. GEOLOGICAL SURVEY IN CONCRETE
1010	BENCH MARK SET BY U.S. GEOLOGICAL SURVEY IN CONCRETE
1011	BENCH MARK SET BY U.S. GEOLOGICAL SURVEY IN CONCRETE
1012	BENCH MARK SET BY U.S. GEOLOGICAL SURVEY IN CONCRETE



NOTE:  
 AT POINT NO. 1006, A 1.5" DIAMETER ALUMINUM CAP ON A 5/8" REBAR, SET IN CONCRETE IN THE SITE COUNTY YARD, THE COMBINED GRID AND STATE PLANE COORDINATE SYSTEMS.  
 GEODETIC AZIMUTH = GRID AZIMUTH + CONVERSION. DISTANCES SHOWN ARE GRID DISTANCES. ALL DISTANCES OF THIS PLAN ARE GROUND DISTANCES WITH THIS GRID FACTOR.

**RECORD OF SURVEY**

Witness: The undersigned, from the County of Nevada in the State of Nevada, on this 12th day of May, 2000, at Reno, Nevada, in the presence of the undersigned, the following persons: \_\_\_\_\_

By: \_\_\_\_\_ County of Nevada, State of Nevada

BEAR Engineering, Inc.  
 2575 State Route 538  
 Wellington, NV 89444  
 Telephone: (775) 545-0221  
 email: beareng@aol.com







**Secs. 2-44—2-48.Reserved.**

**Sec. 2-49.Efforts to incorporate to be voted on by registered residents.**

It is the official position of the Town Board of the Town of Pahrump that the registered voters of the Town of Pahrump should have the right to vote aye or nay before any effort to incorporate the Town of Pahrump takes effect.

(Ord. No. 65, § 1, 8-14-2012)

**Secs. 2-50—2-69.Reserved.**

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FOOTNOTE(S):

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--- (2) ---

**Editor's note**— Ord. of June 12, 2012, § 1, repealed Art. III, §§ 2-44—2-48, which pertained to incorporation of the town and derived from Ord. No. 46, 3-22-2005. ([Back](#))

**ARTICLE IV.TOWN BOARD** <sup>[3]</sup>

[Sec. 2-70. Adoption of town board form of government.](#)

[Sec. 2-71. Authority for powers and duties of members.](#)

[Sec. 2-72. Town seal.](#)

[Sec. 2-73. Member elections, terms.](#)

[Sec. 2-74. Selection of chairman and clerk; terms.](#)

[Sec. 2-75. Vacation of office due to resignation or death.](#)

[Secs. 2-76—2-93. Reserved.](#)

**Sec. 2-70.Adoption of town board form of government.**

Pursuant to the provisions of NRS 295.085—295.125, inclusive, the registered voters of the town have adopted the town board form of government as set forth in NRS ch. 269, as reflected by the votes cast for and against said proposition in the general election held November 6, 1984, the results of said election being of record in the office of the county clerk, courthouse, Tonopah, Nevada.

(Ord. No. 16, § 16.10.010, 4-30-1985)

**Sec. 2-71. Authority for powers and duties of members.**

The powers, duties and terms of town board members shall be those set forth in NRS ch. 269.

(Ord. No. 16, § 16.10.020, 4-30-1985)

**Sec. 2-72. Town seal.**

The town may have a common seal.

(Ord. No. 16, § 16.10.030, 4-30-1985)

**State law reference—** Seal, NRS 269.014.

**Sec. 2-73. Member elections, terms.**

The town board shall conduct an election in the town on the first Tuesday after the first Monday in November each year to choose the successors of those members of the town board whose terms expire in the following January. The general election laws of the state apply, except for the year, to these elections. The term of office of town board members is four years.

(Ord. No. 21, § 21.100, 4-8-1986)

**Sec. 2-74. Selection of chairman and clerk; terms.**

At the first meeting of the town board each January at which the members-elect are seated, the town board shall choose one of its members to act as the chairman of the town board and one other member to act as town clerk. Each shall serve in that capacity for a period of one year. The member serving for one year may assume the same duties in the following year as long as that person shall continue to be a member of the town board. If either position should become vacant during the one-year term of service, for any reason, the town board shall choose at its next regularly scheduled meeting one of their members to serve in the vacated position for the balance of the one-year term.

(Ord. No. 21, § 21.210, 4-8-1986)

**State law reference—** Chairman and town clerk selection and duties, NRS 269.019.

**Sec. 2-75. Vacation of office due to resignation or death.**

In the event that a member of the town board shall resign or die during their unexpired term of office, the board of commissioners of the county shall appoint a registered voter of the town to fill the balance of the term. Such person shall be selected from a list of no less than three candidates nominated by the remaining town board members. Such nominations shall be made during an open meeting within ten days of the vacancy. The town board members attending such a meeting shall be considered a quorum regardless of number for the purpose of nominations only.

(Ord. No. 21, § 21.220, 4-8-1986)

**Secs. 2-76—2-93. Reserved.**

FOOTNOTE(S):

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--- (3) ---

**Editor's note**— Ordinance No. 16, adopted on April 30, 1985, contained the following description of the formation of the town government: "That on the 2nd day of July, 1984, five registered voters of the unincorporated Town of Pahrump, Nye County, Nevada, filed with the Nye County Clerk, Tonopah, Nevada, a Notice of Intention to file a Petition seeking the adoption of the town board form of government for the unincorporated Town of Pahrump, Nevada; That on the 5th day of September, 1984, the aforementioned petitions were filed with the Nye County Clerk, Tonopah, Nevada; That on the 18th day of September, 1984, the Nye County Clerk filed her certificate as to the sufficiency of said petitions; That on the 6th day of November, 1984, the question of whether the town board form of government should be adopted for the unincorporated Town of Pahrump appeared on the general election ballot in said unincorporated Town, and the results of the election favored adoption; That the following persons were elected as members of the first Town Board at the general election November 6, 1984, and have been duly sworn to perform such duties: CHARLES CONNELLY - SHIRLEY LAUTE - BARBARA MOORE JACQUELINE RUUD - DIANA STILE That the said Town Board members have been acting in their official capacity since their swearing in, and have been meeting, in compliance with the Nevada Open Meeting Law requirements, and acting in the best interests of the unincorporated Town of Pahrump, Nye County, Nevada." [\(Back\)](#)

**State Law reference**— Town board form of government, NRS 269.016 et seq. [\(Back\)](#)

**ARTICLE V. OFFICERS AND EMPLOYEES** <sup>[4]</sup>

[Secs. 2-94—2-114. Reserved.](#)

**Secs. 2-94—2-114. Reserved.**

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FOOTNOTE(S):

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--- (4) ---

**State Law reference**— Officers and employees, NRS 269.025 et seq. [\(Back\)](#)

**ARTICLE VI. BOARDS AND COMMISSIONS** <sup>[5]</sup>

[Secs. 2-115—2-141. Reserved.](#)

**Secs. 2-115—2-141. Reserved.**

FOOTNOTE(S):

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--- (5) ---

**State Law reference**— Town advisory boards, NRS 269.576 et seq. [\(Back\)](#)

**ARTICLE VII.FINANCE** <sup>[6]</sup>

[Secs. 2-142—2-165. Reserved.](#)

**Secs. 2-142—2-165.Reserved.**

[DIVISION 1. - GENERALLY](#)

[DIVISION 2. - BILLS AND VOUCHERS](#)

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FOOTNOTE(S):

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--- (6) ---

**State Law reference**— Finances, NRS 269.085 et seq.; taxation, NRS 269.115 et seq.; general obligation bonds for public improvements and facilities, NRS 269.400 et seq. [\(Back\)](#)

***DIVISION 1.GENERALLY***

[Secs. 2-166—2-183. Reserved.](#)

**Secs. 2-166—2-183.Reserved.**

***DIVISION 2.BILLS AND VOUCHERS***

[Sec. 2-184. Definitions.](#)

[Sec. 2-185. Approval and payment.](#)

**Sec. 2-184. Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Extraordinary circumstances* means a period of 30 days during which the town board does not convene a regularly scheduled or special meeting of the of the town board, or, having convened said meeting, the town board is unable to consider the payment of town bills and vouchers due to the failure of a quorum.

(Ord. No. 33, § 33.010, 4-14-1992)

**Sec. 2-185. Approval and payment.**

Whenever the town board shall be unable to approve the payment of town bills and vouchers due to extraordinary circumstances as defined in [section 2-184](#), then any two members of the town board may approve the payment of said town bills and vouchers in the following manner:

- (1) Any two town board members may meet in the offices of the town and may review town bills and vouchers and approve payment of the same. The town bills and vouchers to be paid must be approved by both town board members.
- (2) Once the town bills and vouchers have been approved, then the town board members approving said town bills and vouchers shall communicate their approval to pay the said town bills and vouchers to the town manager, in writing, along with the date that said town bills and vouchers were approved.

(Ord. No. 33, § 33.020, 4-14-1992)

**Chapter 3RESERVED**

**Chapter 4RESERVED [\[1\]](#)**

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FOOTNOTE(S):

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--- (1) ---

**Editor's note**— Ord. No. 64, § 1, adopted July 12, 2011, repealed Ch. 4, which pertained to animals and derived from Ord. No. 18, 10-28-1986; Ord. No. 10, 9-25-1990. See also the Code Comparative Table. [\(Back\)](#)

**Chapter 5RESERVED**

**Chapter 6BUILDINGS AND BUILDING REGULATIONS [\[1\]](#)**

[ARTICLE I. - IN GENERAL](#)

[ARTICLE II. - HAZARDOUS STRUCTURES](#)

[ARTICLE III. - FLOOD LANDS MANAGEMENT](#)

FOOTNOTE(S):

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--- (1) ---

**State Law reference**— Development, NRS ch. 277 et seq. [\(Back\)](#)

## **ARTICLE I.IN GENERAL**

[Secs. 6-1—6-18. Reserved.](#)

**Secs. 6-1—6-18.Reserved.**

## **ARTICLE II.HAZARDOUS STRUCTURES**

[Sec. 6-19. Definitions.](#)

[Sec. 6-20. Vacant buildings—Obligation to register.](#)

[Sec. 6-21. Same—Registration.](#)

[Sec. 6-22. Vacant building plan.](#)

[Sec. 6-23. Authority to modify plan, appeals.](#)

[Sec. 6-24. Failure to comply with plan.](#)

[Sec. 6-25. Change of ownership.](#)

[Sec. 6-26. Abatement costs.](#)

[Sec. 6-27. Other enforcement.](#)

[Sec. 6-28. Other laws, codes, ordinances and regulations.](#)

[Secs. 6-29—6-50. Reserved.](#)

### **Sec. 6-19.Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Building* means a structure for the support, shelter, or enclosure of a person and their property of any kind and which is permanently affixed to the ground.

*Exterior property areas* means the open space on the premises and on adjoining property under the control of owners or operators of such premises.

*Maintenance* means acts of repair and other acts to prevent a decline in the condition of grounds, structures, and equipment; such that the condition does not fall below the standards established by code, and other applicable statutes, codes and ordinances.

*Occupant* means any person living and/or sleeping in a dwelling unit or having possession of a space within a building.

## CODE OF ORDINANCES

*Operator* means any person who has charge, care, or control of a structure or premises which is let or offered for occupancy.

*Owner* means any person, agent, operator, firm, or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or town as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

*Premises* means a lot, plot, or parcel of land including the buildings or structures thereon.

*Public nuisances* includes the following:

- (1) The physical condition, or uses of any premises regarded as a public nuisance at common law;
- (2) Any physical condition, use or occupancy of any premises or its appurtenances considered an attractive nuisance to children, including but not limited to, burned-out buildings, abandoned buildings, abandoned wells/shafts, excavations, and other unsafe structures;
- (3) Any premises which has unsanitary sewerage or plumbing facilities;
- (4) Any premises which is manifestly capable of being a fire hazard, or manifestly unsafe or insecure as to endanger life, limb or property; or
- (5) Any structure or building that is in a state of dilapidation, deterioration or decay; faulty construction; open or vacant, and the doors, windows, or other openings are boarded up or secured by any means other than conventional methods used in the design of the building or permitted for new construction of similar type; damaged by fire to the extent as not to provide shelter, in danger of collapse or failure and dangerous to anyone on or near the premises.

*Renovation* means a building and its facilities made to conform to present-day minimum standards of sanitation, fire and life safety.

*Vacant* means empty, or not occupied on a regular basis by an occupant, or not used by a person on a regular basis for the usual and customary purposes for which a building is designed and lawfully permitted.

(Ord. No. 56, 10-10-2006)

### **Sec. 6-20. Vacant buildings—Obligation to register.**

Whenever any building in the town is vacant for more than 60 days or whenever any building in the town is vacant and such buildings contain one or more of the public nuisances described in this article, then the owner of such building shall, within ten days of notification, register such building as a vacant building and submit a vacant building plan.

(Ord. No. 56, 10-10-2006)

### **Sec. 6-21. Same—Registration.**

(a) *Information required.* The owner registering a vacant building shall supply the following information:

- (1) Name, address, and telephone number of the owner.
- (2) Name, address, and telephone number of any local agent or representative.
- (3) Name, address, and telephone number of all persons with any legal interest in the property, building, and premises.
- (4) Legal description and tax parcel identification number of the premises on which the building is situated.
- (5) The common address of the building.

## CODE OF ORDINANCES

- (6) Date on which the building became vacant.
- (7) Vacant building plan.
- (b) *Filing fee.* The vacant building registration shall be filed with the town office accompanied by a filing fee as currently established or as hereafter adopted by resolution of the town board from time to time.
- (c) *Expiration of registration—Fee for re-registration.* Registration of a vacant building shall be valid for a period of six months. If the building is vacant at the expiration of any registration period and requirements of the vacant building plan are not completed, then the owner shall re-register such building and pay an additional filing fee as currently established or as hereafter adopted by resolution of the town board from time to time.
- (d) *Same—No fee for re-registration.* If the building is vacant at the expiration of any registration period and the requirements of the vacant building plan are completed, the owner shall re-register such building without filing a new vacant building plan or paying the filing fee.

(Ord. No. 56, 10-10-2006)

### **Sec. 6-22. Vacant building plan.**

When a building is registered as required herein, the owner or agent shall submit a vacant building plan. The plan shall contain the following:

- (1) *Repair of openings.* A plan of action to repair any doors, windows, or other openings which are boarded up or otherwise secured by any means other than conventional methods used in the design of the building or permitted for new construction of similar type. The proposed repair shall result in openings secured by conventional methods used in the design of the building or by methods permitted for new construction of similar type.
- (2) *Abatement of public nuisances.* For buildings and premises thereof which are identified as being or containing public nuisances, then the vacant building plan shall contain a plan of action to remedy such public nuisances.
- (3) *Time schedule required for repairs and remedies.* For each required plan, a time schedule shall be submitted identifying a date of commencement of repair and date of completion of repair for each improperly secured opening and identified nuisance.
- (4) *Demolition plan and schedule.* When the owner proposes to demolish the vacant building, then the owner shall submit a plan and time schedule for such demolition.
- (5) *Maintenance plan.* A plan of action to maintain the building and premises thereof in conformance of this article.

The town manager shall have sole discretion to approve the proposed vacant building plan in accordance with the standards set.

(Ord. No. 56, 10-10-2006)

### **Sec. 6-23. Authority to modify plan, appeals.**

The town manager shall, upon notice to the vacant building owner or agent, have the right to modify the vacant building plan by altering dates of performance or the proposed methods of actions. Any appeals shall be addressed by the town board. Such appeals shall be filed with town board within ten days of receipt of the town manager's notice of modification.

(Ord. No. 56, 10-10-2006)

**Sec. 6-24.Failure to comply with plan.**

Failure to comply with the approved plan shall constitute violation of this article subjecting the owner of the building to penalties upon determination as provided under this article.

(Ord. No. 56, 10-10-2006)

**Sec. 6-25.Change of ownership.**

The vacant building plan shall remain in effect notwithstanding a change in ownership. The new owner is required to file a registration with the town office, and supply the name and address and telephone number of the new owner. The new registration shall be in the same form as the original registration; however, the filing fee shall be waived.

(Ord. No. 56, 10-10-2006)

**Sec. 6-26.Abatement costs.**

All associated costs for the town to hire an independent contractor to raze the building or otherwise make it safe or comply with the provisions of this article shall become a lien on the subject property.

(Ord. No. 56, 10-10-2006)

**Sec. 6-27.Other enforcement.**

The registration of a vacant building shall not preclude action by the town board to demolish or force rehabilitation of the building pursuant to other provisions of this Code or other law.

(Ord. No. 56, 10-10-2006)

**Sec. 6-28.Other laws, codes, ordinances and regulations.**

This article shall not be construed to prevent the enforcement of other laws, codes, ordinances, and regulations, including but not limited to the fire codes adopted by the town by reference which prescribe standards other than are provided herein, and in the event of conflict, the most restrictive shall apply.

(Ord. No. 56, 10-10-2006)

**Secs. 6-29—6-50.Reserved.**

**ARTICLE III.FLOOD LANDS MANAGEMENT**

[Sec. 6-51. Definitions.](#)

[Sec. 6-52. Special flood hazard areas.](#)

[Sec. 6-53. Administration.](#)

[Sec. 6-54. Alteration of watercourses; drainage, runoff and flood control.](#)

[Sec. 6-55. Provisions for flood hazard reduction.](#)

[Sec. 6-56. Standards for subdivisions.](#)

[Sec. 6-57. Alteration of construction.](#)

[Sec. 6-58. Possession of permit to constitute proof of compliance.](#)

[Sec. 6-59. Warning and disclaimer of liability.](#)

**Sec. 6-51. Definitions.**

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Area of special flood hazard* means the land in the floodplain within the town which is subject to a 100-year flood, which is further defined as having a one percent or greater chance of flooding in any given year.

*Base flood* means the 100-year flood, which is further defined as the flood having one percent chance of being equaled or exceeded in any given year.

*Flood or flooding* means a general and temporary condition of partial or complete inundation of normally dry land areas from the unusual and rapid increase in depth of runoff of surface water from any source.

*Flood insurance rate map (FIRM)* means the official map on which the Federal Emergency Management Agency (FEMA) has delineated both the areas of special flood hazards and the risk premium zones applicable to the community. Specifically exempted are noncommercial and nonindustrial buildings not intended for residential purpose, and all farm buildings not intended as a human residence.

*Floodplain use permit* means the permit needed before the construction of any residential, commercial or industrial structures within the town.

*Mobile home* means a structure that is transportable in one or more sections, built on a permanent chassis, and designed to be used with or without a permanent foundation; more specifically, they are manufactured structures regulated by the manufactured housing division of the state. The term "mobile home" does not include recreational vehicles or travel trailers.

*New construction* means structures for which the start of construction commenced on or after the effective date of the ordinance from which this article is derived.

*Start of construction* means the point at which the configuration of the land is altered.

*Structure* means a commercial or private walled and roofed building or mobile home.

(Ord. No. 26, §§ 26.000, 26.110—26.190, 11-10-1987)

**Sec. 6-52. Special flood hazard areas.**

(a) *Applicable lands.* This article shall apply to all areas of special flood hazard within the jurisdiction of the town.

(b) *Basis for establishing areas of special flood hazard.* The areas of special flood hazard identified by the Federal Emergency Management Agency in the most recent edition, including future editions, of the FIRM for the town is hereby adopted by reference and declared to be a part of this article. The flood insurance rate map shall be on file at the office of the town planner.

(Ord. No. 26, § 26.200, 11-10-1987)

**Sec. 6-53. Administration.**

(a) *Establishment of floodplain use permit.* A floodplain use permit shall be obtained before residential, commercial or industrial building begins within an area of special flood hazards established by this article.

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- (b) *Designation of the town board.* The town board is hereby declared to be the administrator and shall implement the provisions of this article by granting or denying floodplain use permits in accordance with such provisions. Such authority may be delegated to the town planning department or other agent of the town, but such shall be subject to review by an appeal to the town board.
- (c) *Duties and responsibilities.* With regard to the implementation of the provisions of this article, the duties of the town board, town planning department, or other agent shall include, but not be limited to, the following:
  - (1) Reviewing an application for a floodplain use permit to determine if the site is within the floodplain.
  - (2) Reviewing all development permits to determine that all necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required.
  - (3) Issuing floodplain use permits and maintaining all records pertaining to the provisions of this article in the office of the town planning department, and such records shall be open for public inspections.

(Ord. No. 26, § 26.300, 11-10-1987)

### **Sec. 6-54. Alteration of watercourses; drainage, runoff and flood control.**

- (a) All development must be designed to drain unless on-site detention is engineered considering soils, safety and maintenance, and provided that such engineering has been approved by the town board or the town planning department or its agent.
- (b) Entrances and exits of natural drainage and washes into and out of developments shall not be relocated, nor shall their capabilities be reduced. All alterations must consider and mitigate increased erosion and detrimental effects downstream. The recommended procedure for nonerrosive channel design is in the SCS TR25, "Open channel design."

(Ord. No. 26, § 26.400, 11-10-1987)

### **Sec. 6-55. Provisions for flood hazard reduction.**

- (a) *Standards of construction.* In all areas of special flood hazard, the following standards are required:
  - (1) *Elevation.* Any building or dwelling constructed or set within a Special Flood Hazard area, as mapped by the Federal Emergency Management Agency (FEMA), shall have the habitable lowest floor elevation a minimum of 18 inches above the 100-year flood elevation, the street centerline, or the curb, whichever is of greater elevation.
  - (2) *Anchoring.*
    - a. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.
    - b. All mobile homes and additions to mobile homes shall be set on a foundation by anchoring the unit to resist flotation, collapse, or lateral movement by one of the following methods:
      - 1. By providing an anchoring system designed to withstand horizontal forces of 15 pounds per square foot and uplift forces of nine pounds per square foot; or
      - 2. By the providing an anchoring system designed to be in compliance with the department of housing and urban developments mobile home construction and safety standards; or
      - 3. By bolting the frame or undercarriage to a reinforced, permanent foundation such as a retaining wall or storm wall used to set the unit.

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- (3) *Certification.* The owner shall provide to the town board, the town planning department, or their authorized agent a statement from an authorized installer or inspector approved by the state manufactured housing authority, or other competent authority, stating that the above standards have been met.
  - (4) *Construction materials and methods; special flood hazard area.*
    - a. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
    - b. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
    - c. Electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
  - (5) *Utilities.* All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (b) *Specific standards; use of other base flood data.* In all areas of special flood hazard, the town board shall obtain, review, and reasonably utilize the best flood data available from any source (federal, state, or other), such as high water marks, floods of record, or private engineering reports, in order to administer this section and provide the developer with an estimated base flood elevation. Unless superseded by better authority, the FIRM shall be the authority, and its data accepted as valid.
- (1) Where the 100-year flood elevation can be determined, new construction and substantial improvement of residential, commercial or industrial structures shall have the lowest floor elevated 18 inches above that level.
  - (2) Where the 100-year flood elevation cannot be determined, applications for floodplain use permits shall be reviewed to ensure that the proposed construction will be reasonably safe from flooding. The test for reasonableness is a judgment of the town board.

(Ord. No. 26, § 26.500, 11-10-1987)

### **Sec. 6-56. Standards for subdivisions.**

- (a) All tentative and final subdivision or parcel maps shall identify the flood hazard area and the elevation of the base flood.
- (b) All subdivision or parcel proposals shall have public utilities and facilities such as sewer, gas, electrical, telephone, and water systems located and constructed to minimize flood damage.
- (c) All subdivision proposals shall be consistent with the need to minimize flood damage.
- (d) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage. Certification of compliance by a competent authority shall be required of the subdivider.

(Ord. No. 26, § 26.600, 11-10-1987)

### **Sec. 6-57. Alteration of construction.**

The street drainage pattern shall have as a final destination the Dry Lakes at the south and west ends of Pahump Valley.

(Ord. No. 26, § 26.700, 11-10-1987)

**Sec. 6-58.Possession of permit to constitute proof of compliance.**

Possession by the owner of a floodplain use permit shall be considered adequate proof that the property is in compliance with this article.

(Ord. No. 26, § 26.810, 11-10-1987)

**Sec. 6-59.Warning and disclaimer of liability.**

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the town board, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damage that results from reliance on this article or any administrative decision lawfully made hereunder.

(Ord. No. 26, § 26.840, 11-10-1987)

**Chapter 7RESERVED**

**Chapter 8BUSINESS REGULATIONS <sup>[1]</sup>**

[ARTICLE I. - IN GENERAL](#)

[ARTICLE II. - LICENSING](#)

[ARTICLE III. - PEDDLERS, SOLICITORS AND TEMPORARY MERCHANTS](#)

[ARTICLE IV. - MASSAGE ESTABLISHMENTS AND PUBLIC BATHHOUSES](#)

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FOOTNOTE(S):

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**State Law reference**— Licensing and regulation of professions, trades and businesses, NRS 269.170 et seq. [\(Back\)](#)

**ARTICLE I.IN GENERAL**

[Secs. 8-1—8-18. Reserved.](#)

**Secs. 8-1—8-18.Reserved.**

**ARTICLE II.LICENSING <sup>[2]</sup>**

[Sec. 8-19. Declaration of town policy.](#)

## CODE OF ORDINANCES

[Sec. 8-20. Purpose of article.](#)

[Sec. 8-21. Short title.](#)

[Sec. 8-22. Scope.](#)

[Sec. 8-23. Definitions.](#)

[Sec. 8-24. License required.](#)

[Sec. 8-25. License officer, powers and duties; investigation of applicants.](#)

[Sec. 8-26. State license required.](#)

[Sec. 8-27. Qualifications of applicants.](#)

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[Sec. 8-29. Exceptions.](#)

[Sec. 8-30. License restrictions.](#)

[Sec. 8-31. License posting.](#)

[Sec. 8-32. Change of location.](#)

[Sec. 8-33. Change of ownership.](#)

[Sec. 8-34. One act constitutes doing business.](#)

[Sec. 8-35. Separate license for branch establishments.](#)

[Sec. 8-36. Separate license for different business names located in the same building.](#)

[Sec. 8-37. License term.](#)

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[Sec. 8-39. Solicitors, peddlers, and temporary merchants.](#)

[Sec. 8-40. Enforcement.](#)

[Sec. 8-41. Appeal.](#)

[Sec. 8-42. Civil penalties.](#)

[Sec. 8-43. Applicable businesses.](#)

[Sec. 8-44. Criminal penalty.](#)

[Sec. 8-45. Responsibilities of event organizers.](#)

[Secs. 8-46—8-72. Reserved.](#)

### **Sec. 8-19. Declaration of town policy.**

It is declared to be the policy of the Town of Pahrump to license the operation of businesses in a manner that is consistent with the Nevada Revised Statutes.

(Ord. No. 35, 2-14-2012)

**Sec. 8-20.Purpose of article.**

The business license provisions as set forth herein have been established to license and regulate all lawful trades, callings, industries, occupations, professions and businesses, as more fully set forth in NRS 269.170, conducted within the unincorporated limits of the town and to protect the health, safety and general welfare of the public.

(Ord. No. 35, 2-14-2012)

**Sec. 8-21.Short title.**

This article shall be known and may be cited as "Pahrump, Nevada, Business License Ordinance."

(Ord. No. 35, 2-14-2012)

**Sec. 8-22.Scope.**

It shall be unlawful for any person, either directly or indirectly, to engage in or carry on any business, trade, profession or calling, within the limits of the town without first applying for and obtaining a license or permit as hereinafter set forth.

(Ord. No. 35, 2-14-2012)

**Sec. 8-23.Definitions.**

For the purposes of this article, the following terms, phrases, words and their derivations shall have the meaning given herein, unless the context clearly indicates a different meaning:

*Applicant* means a person who has applied for a town business license.

*Business* means vocations, occupations, performance of services wherein a charge is made or compensation accepted, as set forth in [section 8-43](#) herein, professions and enterprises carried on or conducted for profit or benefit within the town, specifically excluding, however, employees of another with wages and/or commissions as the sole compensation.

*License or permit* means permission granted by the licensing authority to engage in the business or activity for which the license or permit is granted.

*License fee or permit fee* means money required by town ordinances or resolutions to be paid to obtain, renew, or maintain a license or permit.

*License officer* means the town manager or the town manager's designee.

*Nonresident* means places of business located outside of town.

*Resident* means places of business located within the town.

*Peddler/merchant* means any person or vendor who performs any of the acts defined as peddling, soliciting or as a temporary merchant.

*Peddle or solicit* means selling, offering for sale or soliciting orders for goods or services upon the streets, sidewalks or alleys of the town, or by going from dwelling to dwelling or place to place whether by foot or by other means of transportation.

*Person* means natural persons, partnerships, joint ventures, societies, associations, clubs, trustees, trusts or corporations; or any officers, agents, employees, factors or any kind of personal representatives of any thereof, in any capacity, acting either for himself or for any other person, under either personal appointment or pursuant to law.

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*Premises* means lands, structures, places and any personal property which is either affixed to or is otherwise used in connection with any such business conducted on such premises.

*Principal* means:

- (1) 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 or voting control of such business. If the ownership interest or voting control is held by a person other than an individual, then each representative or general partner of such person is a principal;
- (2) Any person who is or will be directly engaged in the administration or supervision of the business; and
- (3) Any other person if, in the license officer's opinion, exercises, or is capable of exercising, significant influence over the business.

*Temporary merchant* means any person who engages in the temporary business of selling, offering for sale or soliciting orders for goods or services from a permanent or fixed location. A business shall be deemed temporary if its fixed location is for a period of 31 days or less.

*Trade* means the performance of a person's means of livelihood for pay without being an employee of a person who holds a valid license within the town for such occupation.

*Tradesman* means a person residing in the town, who for his livelihood, operates a business that does not require commercial office space and travels to the job site to perform the service or contract.

*Town* means the unincorporated Town of Pahrump, County of Nye, State of Nevada.

*Licensee* means a person who has been granted a license or permit.

(Ord. No. 35, 2-14-2012)

### **Sec. 8-24. License required.**

It is unlawful for any person to commence, carry on, engage in, or continue in the town any business without holding a valid, unexpired license issued pursuant to this article. Each day or portion thereof in which a violation is committed, continued or permitted constitutes a separate offense.

(Ord. No. 35, 2-14-2012)

### **Sec. 8-25. License officer, powers and duties; investigation of applicants.**

The license officer shall be responsible for the collection of all license fees and shall issue licenses in the name of the town to all persons qualified under the provision of this article.

The license officer shall:

- (1) *Adopt forms.* Adopt all forms and prescribe the information to be given therein as to character and other relevant matters for all necessary papers.
- (2) *Require affidavits.* Require applicants to submit all affidavits and oaths necessary to the administration of this article.
- (3) *Investigate.* Investigate and determine the eligibility of any applicant for a license as prescribed herein and the compliance by the applicant with all town regulations.
- (4) *Give notice.* Notify any applicant of the acceptance or rejection of his application and shall, upon his refusal of any license or permit, at the applicant's request, state in writing the reasons thereof and deliver them to the applicant.

(Ord. No. 35, 2-14-2012)

**Sec. 8-26.State license required.**

No license to conduct any business shall be issued unless the required state license has been obtained therefore.

(Ord. No. 35, 2-14-2012)

**Sec. 8-27.Qualifications of applicants.**

The general standards below prescribe the qualifications to be considered and applied by the license officer to every applicant for a license:

- (1) *License history.* The license history of the applicant in this or another state. Whether a prior license has been revoked or suspended, the reasons therefore, and the demeanor of the applicant subsequent to such action.
- (2) *Federal personal history.* Such other facts relevant to the general personal history of the applicant as shall be found necessary to a fair determination of the eligibility of the applicant for a license.
- (3) *No obligation to the town.* The applicant shall not be in default under the provisions of this article or indebted or obligated in any manner to the town except for current utilities.

(Ord. No. 35, 2-14-2012)

**Sec. 8-28.License application and procedure.**

Every person required to procure a license under the provision of this chapter shall submit an application to the license officer as follows:

- (1) Form. A written statement upon forms provided by the license officer, to include an affidavit to be sworn to by the applicant before a notary public of this state or the license officer.
- (2) Contents required for a business organized pursuant to NRS ch. 82:
  - a. A copy of their articles of incorporation; and
  - b. A description of their permanent location; and
  - c. Identification of the fictitious name of the business, if applicable; and
  - d. A fire inspection by the Pahrump Valley Fire-Rescue Service of any and all real property to be utilized by the licensee in the town.
- (3) Contents required for nonprofit religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. § 501(c):
  - a. A letter from the Internal Revenue Service evidencing current 501(c)(3) status; and
  - b. A description of their permanent location; and
  - c. Identification of the fictitious name of the business, if applicable; and
  - d. A fire inspection by the Pahrump Valley Fire-Rescue Service of any and all real property to be utilized by the licensee in the town.
- (4) Contents required for all other businesses:
  - a. A current copy of their business license issued by the State of Nevada; and
  - b. A description of their permanent location; and
  - c. Identification of the fictitious name of the business, if applicable; and

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- d. A fire inspection by the Pahrump Valley Fire-Rescue Service of any and all real property to be utilized by the licensee in the town.

(Ord. No. 35, 2-14-2012)

### **Sec. 8-29.Exceptions.**

The following are not subject to licensing requirements under this article:

- (1) Governmental entity.
- (2) A person who operates a business from his or her home and whose net earnings from that business are not more than 66 2/3 percent of the average annual wage, as computed for the preceding calendar year pursuant to NRS ch. 612 and rounded to the nearest hundred dollars.
- (3) A natural person whose sole business is the rental of four or fewer dwelling units to others.
- (4) A business whose primary purpose is to create or produce motion pictures. As used in this paragraph, "motion pictures" has the meaning ascribed to it in NRS 231.020.
- (5) A business organized pursuant to NRS ch. 84.

Upon demand by the town manager or designee, all persons and entities operating within the town as an excepted person or entity pursuant to this section must evidence their qualifications for exempt status by competent documentation.

Persons wrongfully claiming exemption are subject to the civil and criminal penalties under this article.

(Ord. No. 35, 2-14-2012)

### **Sec. 8-30.License restrictions.**

No license shall be issued if:

- (1) The conduct of any business or performance of any act in connection thereto would involve a violation of any ordinance of the town or the business has engaged in a pattern of unethical business practices.
- (2) An unsatisfactory report is received from the Nye County Health Department in connection with the care and handling of food and the preventing of nuisances and the spread of disease, for the protection of health.
- (3) The conduct of any business or performance of any act would involve a violation of any statute of the State of Nevada or other licensing authority, including the County of Nye.

(Ord. No. 35, 2-14-2012)

### **Sec. 8-31.License posting.**

- (a) It shall be the duty of a person conducting a licensed business in the town to keep his license posted at all times in a prominent place on the premises used for such business. Failure to post the license may be grounds for revocation of the license.
- (b) In the event a license is revoked or terminated prior to its expiration date, it shall be removed from display and may be picked up by the license officer or designee.

(Ord. No. 35, 2-14-2012)

**Sec. 8-32.Change of location.**

The permanent location of any licensed resident business or occupation, or of any permitted act, may be changed, including a resident home business; provided that ten days' written [notice of the contemplated change is given to the license officer by] submission of a revised application, together with any required fees. Failure to comply with this section will result in the assessment of a penalty fee.

(Ord. No. 35, 2-14-2012)

**Sec. 8-33.Change of ownership.**

No license may be assigned or transferred to any person other than those named therein to carry on the business. In the event that the ownership of the business changes, a new application must be submitted by the new owner. Any prepaid license fee by the prior owner will be retained by the town. Failure to comply with this section will result in the closing of the business and a penalty assessed.

(Ord. No. 35, 2-14-2012)

**Sec. 8-34.One act constitutes doing business.**

For the purposes of this article, a person shall be deemed to be in business or engaging in a profit enterprise, and thus subject to the requirements of this article, if that person does one of the following acts within the town:

- (1) Selling any goods or service, excluding a private sale between individuals of real and/or personal property which private sale is unique, exclusive and singular in nature, such as the sale of a private residence or a "garage sale" at a private residence and which sale cannot be construed as a continuous sale of goods or services to the general public at large.
- (2) Soliciting business or offering goods or services for sale or hire.
- (3) Acquiring or using any vehicle or any premises for business purposes.
- (4) Advertising by sign, exhibit, publication, displaying on a motor vehicle or business card indicating that such person is engaged in a business, trade or profession.

(Ord. No. 35, 2-14-2012)

**Sec. 8-35.Separate license for branch establishments.**

A license shall be obtained for each branch or location staffed with at least one full-time employee as if each such branch or location is a separate business, provided that warehouses, storage yards and distributing plants used in connection with and incidental to a licensed business shall not be deemed to be separate places of business or branches, but the addresses of such warehouses, storage yards and distributing plants must be included on the business license application.

(Ord. No. 35, 2-14-2012)

**Sec. 8-36.Separate license for different business names located in the same building.**

If more than one business is conducted in the same building, with different business names, the license fee shall be assessed separately for each business at such location.

(Ord. No. 35, 2-14-2012)

**Sec. 8-37. License term.**

All licenses issued pursuant to the provisions of this article shall be subject to payment of the required licensing fees and shall be renewed each year on or before the last day of the anniversary month the license was issued.

(Ord. No. 35, 2-14-2012)

**Sec. 8-38. License renewal.**

- (a) The license officer shall mail a notice of renewal to all licensees not later than 30 days prior to the expiration of such license.
- (b) License fees shall be paid on or before the anniversary month of each license issued. Failure to make such payment shall be grounds for revocation of one's license, in addition to other penalties imposed in accordance with this article.
- (c) Failure to mail a renewal notice by the town or the failure of the licensee, for any reason, to receive the notice shall not serve as an excuse or justification for the licensee to fail to obtain a license or renewal thereof, nor shall it constitute a defense in any civil or criminal action for operation of a business without a license or refusal to pay the penalties as provided in this article.
- (d) If a business license is cancelled due to failure to make payment of required fees and a subsequent application for a license is made, the applicant shall pay the required fee plus any penalties before the requested license may be issued.

(Ord. No. 35, 2-14-2012)

**Sec. 8-39. Solicitors, peddlers, and temporary merchants.**

Any solicitor, peddler, or temporary merchant engaging in or transacting business within the town for the sale of any goods, wares, or merchandise, or for the purpose of selling the same must first obtain a business license as provided herein.

(Ord. No. 35, 2-14-2012)

**Sec. 8-40. Enforcement.**

- (a) *Notice to comply.* When an inspection report indicates a violation of this article or of any law or ordinance, the license officer shall issue to the affected person a notice to comply.
  - (1) The notice issued in compliance with this article, shall be in writing and shall apprise the person affected of his specific violations, including allegations of unethical business practices. In the absence of the person affected or his agent or employee, copy of such notice shall be affixed to some structure on the same premises. Depositing such notice in the United States mail shall constitute service thereof.
- (b) *Compliance required.*
  - (1) The notice shall require compliance within seven calendar days of service on the affected person.
  - (2) If the affected person was found to be operating a business without the proper license, the notice will so state that the business is to cease operations immediately and remain closed until such time that a proper license has been obtained.

(Ord. No. 35, 2-14-2012)

**Sec. 8-41.Appeal.**

- (a) An applicant who has been denied a license, or whose license has been suspended or revoked, may appeal such denial, suspension or revocation to the town board. The town clerk will place the appeal on the next available town board agenda. The decision of the town board will be final.
- (b) The town reserves any and all civil remedies and authority available to it, including the authority to seek an injunction or restraining order for the prevention of any threatened violation and for the recovery of any damages suffered.

(Ord. No. 35, 2-14-2012)

**Sec. 8-42.Civil penalties.**

Any person violating the provisions of this article shall be liable for the penalties provided herein or adopted by resolution. Every day of violation of this article constitutes a separate offense.

(Ord. No. 35, 2-14-2012)

**Sec. 8-43.Applicable businesses.**

This article shall be applicable to all professions, trades or businesses that the town has the power to license according to NRS 269.170, as amended.

(Ord. No. 35, 2-14-2012)

**Sec. 8-44.Criminal penalty.**

In addition to the civil fines imposed pursuant to this article, any person violating any of the provisions of this article shall be guilty of a misdemeanor and subject to the following penalties:

- (1) Upon conviction of a first offense shall be sentenced to pay a fine of not less than \$200.00 nor more than \$1,000.00, or by imprisonment for not more than six months, or by both such fine and imprisonment.
- (2) Upon conviction of a second offense shall be sentenced to pay a fine of not less than \$500.00 nor more than \$1,000.00 or by imprisonment for not more than six months, or by both such fine and imprisonment.
- (3) Upon conviction of a third offense shall be sentenced to pay a fine of not less than \$1,000.00 and be imprisoned for a minimum of ten days and not to exceed six months.

Every day of violation of this article constitutes a separate offense.

(Ord. No. 35, 2-14-2012)

**Sec. 8-45.Responsibilities of event organizers.**

Persons, even if they qualify as an exempt business pursuant to [section 8-29](#), that organize events within the town with multiple vendors subject to this article are required to communicate the licensing requirements and forms adopted pursuant to this article to those vendors and ensure their compliance with this article before the start of the event.

(Ord. No. 35, 2-14-2012)

**Secs. 8-46—8-72.Reserved.**

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FOOTNOTE(S):

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**Editor's note**— Ord. No. 35, adopted Feb. 14, 2012, amended Art. II in its entirety to read as herein set out. Former Art. II, §§ 8-19—8-42, pertained to similar subject matter and derived from Ord. No. 35, 2-22-1994; Ord. of 4-25-1995; Ord. of 4-25-1995(2), § 1; Ord. of 5-12-1998; Ord. of 6-8-2004; Ord. No. 52, 5-9-2006. See also the Code Comparative Table. ([Back](#))

**ARTICLE III.PEDDLERS, SOLICITORS AND TEMPORARY MERCHANTS**

[Sec. 8-73. Definitions.](#)

[Sec. 8-74. Solicitors, peddlers, and temporary merchants.](#)

[Sec. 8-75. Application for permit.](#)

[Sec. 8-76. Additional requirements.](#)

[Sec. 8-77. Approval of application; issuance of permit.](#)

[Sec. 8-78. Use of public right-of-way.](#)

[Sec. 8-79. Permit fees.](#)

[Sec. 8-80. Duration of permit.](#)

[Sec. 8-81. Revocation; appeal.](#)

[Sec. 8-82. Exemptions.](#)

[Secs. 8-83—8-107. Reserved.](#)

**Sec. 8-73.Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Peddle* or *solicit* means selling, offering for sale or soliciting orders for goods or services upon the streets, sidewalks or alleys of the town, or by going from dwelling to dwelling or place to place whether by foot or by other means of transportation.

*Peddler* or *merchant* means any person who performs any of the acts defined in this section as peddling, soliciting or as a temporary merchant.

*Temporary merchant* means any person who engages in the temporary business of selling, offering for sale or soliciting orders for goods or services from a permanent or fixed location. A business shall be deemed temporary if its fixed location is for a period of 31 days or less.

(Ord. No. 31, § 31.010, 6-25-1991; Ord. of 5-24-1994)

**Sec. 8-74.Solicitors, peddlers, and temporary merchants.**

It is unlawful for any solicitor, peddler, or temporary merchant of merchandise to engage in or transact business within the town for the sale of any goods, wares, or merchandise, or for the purpose of selling the same without first having obtained a permit from the town manager.

(Ord. No. 31, § 31.020, 6-25-1991; Ord. of 5-24-1994)

**Sec. 8-75.Application for permit.**

Any person desiring a permit for soliciting or selling as a solicitor, peddler, hawker, temporary merchant, or transient vendor shall apply for the permit to the town manager.

(Ord. No. 31, § 31.030, 6-25-1991; Ord. of 5-24-1994)

**Sec. 8-76.Additional requirements.**

Any person applying for a permit under this section shall:

- (1) Produce, on demand, a valid Nevada Sales Tax Permit, if the collection of sales tax for solicitation or sale to take place is required by law.
- (2) Produce, on demand, a lease, rent receipt, or other writing signed by the owner of the real property on which the sale or solicitation is to take place, if applicable.

(Ord. No. 31, § 31.040, 6-25-1991; Ord. of 5-24-1994)

**Sec. 8-77.Approval of application; issuance of permit.**

The application shall be reviewed and if approved, the permit, shall be signed by the town manager or his designee. The applicant shall, in addition to any other requirements set forth in this article, answer all questions and furnish such references as may be asked for or demanded by the town manager.

(Ord. No. 31, § 31.050, 6-25-1991; Ord. of 5-24-1994)

**Sec. 8-78.Use of public right-of-way.**

No person, whether issued a permit under this article or not, shall display merchandise, solicit or peddle on a public right-of-way within the town. Public right-of-way shall include all streets, highways, and roads for the full width of their easement.

(Ord. No. 31, § 31.070, 6-25-1991; Ord. of 5-24-1994)

**Sec. 8-79.Permit fees.**

No permit under this article shall be issued by the town until all fees required in this section have been paid. The permit fee shall be as currently established or as hereafter adopted by resolution of the town board from time to time. The permit shall state the dates and name of the person permitted. For the purposes of this article, a husband and wife shall be designated as one salesperson.

(Ord. No. 31, § 31.080, 6-25-1991; Ord. of 5-24-1994)

**Sec. 8-80. Duration of permit.**

Permits may be issued for periods not to exceed one month, three months, six months or one year. Each permit issued shall correctly designate the length of time for which the permit is valid.

(Ord. No. 31, § 31.090, 6-25-1991; Ord. of 5-24-1994)

**Sec. 8-81. Revocation; appeal.**

The permit may be revoked if the town manager feels that the permit is not in the best interests of the town and its residents due to violations of this article, this Code, or any state or federal law. The permittee may appeal this decision to the town board at any regularly scheduled town board meeting at which the appeal can legally be heard and a decision made.

(Ord. No. 31, § 31.060, 6-25-1991; Ord. of 5-24-1994)

**Sec. 8-82. Exemptions.**

The following situations are exempt from the provisions of this article:

- (1) Any activity that would be otherwise covered by this article, except that the activity takes place on town property with the permission of the town board, and for which all required fees, lease payments, or rent, if any, have been paid.
- (2) Any outdoor sale by a permanent merchant of the town. As used in this section, the term "outdoor sale" is defined as the sale of merchandise commonly and regularly sold by a permanent merchant in his place of business which sale occurs in an outdoor area contiguous to the merchant's fixed and permanent place of business and which sale has a duration not exceeding 72 hours. A permanent merchant is defined in this section as a merchant having a store, office, warehouse as his usual place of business. The sale contemplated herein is commonly known as an outdoor sale.
- (3) The sale of personal goods by a resident of the town, which sale occurs on the property of the resident and has a duration not exceeding 72 hours. The sale contemplated herein is commonly known as a garage sale.

(Ord. No. 31, § 31.110, 6-25-1991; Ord. of 5-24-1994)

**Secs. 8-83—8-107. Reserved.**

**ARTICLE IV. MASSAGE ESTABLISHMENTS AND PUBLIC BATHHOUSES <sup>[3]</sup>**

[Sec. 8-108. Definitions.](#)

[Sec. 8-109. Exemptions.](#)

[Sec. 8-110. Cleanliness.](#)

[Sec. 8-111. Age of employees.](#)

[Sec. 8-112. Advertising.](#)

[Sec. 8-113. Obscene or opposite-sex massage.](#)

[Sec. 8-114. Bathing or touching opposite sex.](#)

**Sec. 8-108. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Bath* means a washing or soaking of all or part of the human body and includes the techniques and practices commonly referred to as Russian, Turkish, Swedish, hot air, vapor, electric cabinet, steam, mineral, sweat, salt, Japanese, sauna, fomentation or electrical baths of any kind or type whatever, as well as ordinary tub baths or showers.

*Bathhouse attendant* means any person who in the course of any employment administers or assists in administering to another human being a bath as defined in this section.

*Massage* means any method of pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating of the external parts of the human body with the hands or with the aid of any mechanical or electrical apparatus or appliances with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments or other such similar preparations commonly used in the practice of massage, under circumstances that it is reasonably expected that the person to whom the treatment is provided or some third person on his or her behalf will pay money or give any other consideration or any gratuity therefor.

*Massage establishment* means any establishment having source of income or compensation derived from the practice of massage as defined in this section, and which has a fixed place of business where any person, firm, association or corporation engages in or carries on any of the activities as defined in this section.

*Masseur or masseuse* means any individual, who in the course of any employment either directly or indirectly engages in the practice of massage as defined in this section.

*Public bathhouse* means any establishment having a source of income derived from the giving of a bath which has a fixed place of business where any person, firm, association or corporation engages in or carries on any of the activities as defined in this section. This definition does not purport to include motels, hotels, health clubs, gymnasiums or like establishments where bathing facilities are incidentally provided along with the facilities which serve the normal, central purpose of such establishment.

(Ord. No. 30, § 30.010, 11-13-1990)

**Sec. 8-109. Exemptions.**

This article does not apply to the following individuals while engaged in the personal performance of the duties of their respective professions:

- (1) Physicians, surgeons, chiropractors, osteopaths, or physical therapists who are duly licensed to practice their respective professions in the state;
- (2) Nurses who are registered under the laws of this state;
- (3) Barbers, hairdressers and cosmeticians who are duly licensed under the laws of this state and who perform only those massages included within the practice of barbering or the practice of cosmetology as defined by state law;
- (4) Barbers and beauticians who are duly licensed under the laws of this state, except that this exemption shall apply solely to the bathing of the neck, face, scalp and hair of the customer or client for cosmetic or beautifying purposes;
- (5) Persons caring for the sick or elderly in a licensed hospital or convalescent center;
- (6) Certified massage therapists with a minimum of 500 hours of instruction from an accredited massage school.

(Ord. No. 30, § 30.020, 11-13-1990; Ord. of 6-25-2002)

**Sec. 8-110.Cleanliness.**

Every portion of a massage establishment and every portion of a public bathhouse, including appliances, apparatus and personnel, shall be kept clean and operated in a sanitary condition.

(Ord. No. 30, § 30.030, 11-13-1990)

**Sec. 8-111.Age of employees.**

It is unlawful for any massage establishment or public bathhouse to employ any person who is not at least 18 years of age.

(Ord. No. 30, § 30.040, 11-13-1990)

**Sec. 8-112.Advertising.**

No massage establishment nor public bathhouse shall place, publish or distribute or cause to be placed, published or distributed any advertisement, picture, or statement which is known or through the exercise of reasonable care should be known to be false, deceptive or misleading in order to induce any person to purchase or utilize any professional massage or bathhouse services.

(Ord. No. 30, § 30.050, 11-13-1990)

**Sec. 8-113.Obscene or opposite-sex massage.**

It is unlawful for any employee of a massage establishment to touch or massage the genitals of a male or female client or customer or to touch or massage the female breast.

(Ord. No. 30, § 30.060, 11-13-1990)

**Sec. 8-114.Bathing or touching opposite sex.**

It is unlawful for any employee of a bathhouse to touch or bathe the genitals of a male or female client or customer or to touch or bathe the female breast.

(Ord. No. 30, § 30.070, 11-13-1990)

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FOOTNOTE(S):

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**State Law reference**— Massage therapists, NRS ch. 640C; public swimming pools and bathhouses, NRS 444.065 et seq. [\(Back\)](#)

**Chapter 9RESERVED**

**Chapter 10.CEMETERIES** [\[1\]](#)

[Sec. 10-1. Declaration of town policy.](#)

[Sec. 10-2. Short title.](#)

[Sec. 10-3. Authority to operate.](#)

[Sec. 10-4. Definitions.](#)

[Sec. 10-5. Plots.](#)

[Sec. 10-6. Liners required for standard and infant plots.](#)

[Sec. 10-7. Authority to order burial.](#)

[Sec. 10-8. Burial permits required.](#)

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[Sec. 10-10. Grave digging and setting of headstones.](#)

[Sec. 10-11. Veterans columbarium services.](#)

[Sec. 10-12. Construction of mausoleums, vaults, and crypts.](#)

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[Sec. 10-20. Use of cemetery for gatherings.](#)

[Sec. 10-21. Miscellaneous regulations.](#)

[Sec. 10-22. General violation.](#)

[Sec. 10-23. Penalties.](#)

[Sec. 10-24. Injunctive relief.](#)

### **Sec. 10-1. Declaration of town policy.**

It is declared to be the policy of this town to establish uniform regulations regarding the management and maintenance of the town cemetery in a manner consistent with the Nevada Revised Statutes as well as all other applicable law.

(Ord. No. 39, 2-23-2010)

### **Sec. 10-2. Short title.**

The title by which this chapter shall be known is the "Pahrump Cemetery Ordinance."

(Ord. No. 39, 2-23-2010)

### **Sec. 10-3. Authority to operate.**

The Pahrump Cemetery shall operate under the authority of the Town Board of the Town of Pahrump by and through its designated sexton or manager pursuant to this chapter.

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(Ord. No. 39, 2-23-2010)

### **Sec. 10-4. Definitions.**

Definitions within this chapter shall be understood as follows:

*Cemetery* means any enclosure or plot of land that is or may be used for the burial of the dead and includes an individual plot.

*Cemetery purpose* means a purpose necessary or incidental to establishing, maintaining, managing, operating, improving, or conducting a cemetery, interring remains, or caring for, preserving, and embellishing cemetery purposes.

*Columbarium* means a durable, fireproof structure, or a room or other space in a durable fireproof structure, containing niches and used or intended to be used to contain cremated remains.

*Crypt* means a chamber in a mausoleum of sufficient size to inter human remains.

*Grave* means a space of ground that is in a burial park and that is used or intended to be used for interment in the ground.

*Human remains or remains* means the body of a deceased person, and includes the body in any stage of decomposition and the cremated remains of a body.

*Interment* means the permanent disposition of remains by entombment, burial, or placement in a niche.

*Lawn crypt* means a subsurface receptacle installed in multiple units for ground burial of human remains.

*Mausoleum* means a durable, fireproof structure used or intended to be used for entombment.

*Niche* means a space in a columbarium used or intended to be used for the placement of cremated remains in an urn or other container.

*Plot* means space in a cemetery owned by an individual or organization that is used or intended to be used for interment, including grave or adjoining graves, a crypt or adjoining crypts, a lawn crypt or adjoining lawn crypts, or a niche or adjoining niches.

*Sexton* means the individual assigned by the Town of Pahrump to manage cemetery property and shall not connote any religious affiliation whatsoever.

*Urn* means a vessel in which cremated remains can be placed and which can be closed to prevent leaking or spilling of the remains or the entrance of a foreign material.

*Veteran* means a member or former member of the United States Armed Forces (Army, Navy, Air Force, Marine Corps, Coast Guard) or the Reserve Components and Reserve Officers' Training Corps, a commissioned officer of the National Oceanic Atmospheric Administration or the public health service, or a World War II Merchant Mariner, subject to certain eligibility requirements.

(Ord. No. 39, 2-23-2010)

### **Sec. 10-5. Plots.**

Standard plot sizes shall be utilized in the cemetery as follows:

- (1) *Standard plot*: Ten feet by five feet. Will fit one standard or one double vault. Ability to place two cremated remains on top of standard or double burial.
- (2) *Infant plot*: Five feet by five feet.
- (3) *Cremation plot*: Two feet by four feet. Each cremation plot will hold four cremated remains.

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- (4) *Columbarium*: Eleven and one-fourth inches cubed. A columbarium will hold two cremated remains.

(Ord. No. 39, 2-23-2010)

### **Sec. 10-6.Liners required for standard and infant plots.**

A concrete liner shall be required for each burial in a standard or infant plot. The charge of the liner shall be included in the fee for opening and closing of the plot. However, there is no liner required for cremation burials.

(Ord. No. 39, 2-23-2010)

### **Sec. 10-7.Authority to order burial.**

The cemetery must recognize the proper authority to order a burial as follows:

- (1) The following persons, in the following order of priority, may order the burial of human remains of a deceased person:
  - a. A person designated as the person with authority to order the burial of the human remains of the decedent in a legally valid document or in an affidavit executed in accordance with NRS 451.024(5);
  - b. The spouse of the decedent;
  - c. An adult son or daughter of the decedent;
  - d. Either parent of the decedent;
  - e. An adult brother or sister of the decedent;
  - f. A grandparent of the decedent;
  - g. A guardian of the person of the decedent at the time of death; and
  - h. A person who held the primary domicile of the decedent in joint tenancy with the decedent at the time of death.
- (2) If the deceased person was an indigent or other person for whom the final disposition of the decedent's remains is a responsibility of Nye County or the State of Nevada, the appropriate public officer may order the burial of the remains and provide for the respectful disposition of the remains.
- (3) If the deceased person donated his or her body for scientific research or, before his death, a medical facility was made responsible for his or her final disposition, a representative of the scientific institution or medical facility may order the burial of his or her remains.
- (4) A living person may order the burial of human remains removed from his or her body or the burial of his or her body after death.
- (5) A person 18 years of age or older wishing to authorize another person to order the burial of his or her remains in the event of death may execute an affidavit in accordance with NRS 451.024(5).

(Ord. No. 39, 2-23-2010)

### **Sec. 10-8.Burial permits required.**

Prior to burial, a permit must be obtained as follows:

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- (1) When a death occurs within the boundaries of Nye County, the undertaker, or the person acting as the undertaker, shall be responsible for obtaining and filing the certificate of death with the county health officer, or his designee, in the registration district in which the death occurred and for securing a burial or removal permit prior to any disposition of the body.
- (2) When a certificate of death is properly executed and completed, the county health officer, or his designee, shall then issue a burial or removal permit to the undertaker. Such a permit shall indicate the name of the cemetery, mausoleum, columbarium, or other place of burial where the human remains will be interred or buried.
- (3) No sexton, town employee, or other person in charge of the cemetery shall inter or permit the interment or other disposition of any body therein, unless it is accomplished by a burial, removal, or transit permit. The permit shall state the name, age, sex, social security number, cause of death, and the name of the place where the human remains will be interred or buried. Such name or location shall be specific as to describing the place for interment of burial. Should there be locations closely associated or commonly named, a more precise description shall be used.
- (4) A burial permit shall not be required from the county health officer when a body is removed from another district of Nevada for burial in the cemetery.
- (5) The funeral director or family must provide any and all paperwork required for burial by the Town of Pahrump.

(Ord. No. 39, 2-23-2010)

### **Sec. 10-9. Disinterment permits required.**

Prior to disinterment or removal of human remains, these procedures must be followed:

- (1) The local health officer must issue a permit for the disinterment or removal of human remains, indicating the name of the cemetery, mausoleum, columbarium or other place of burial where the remains will be interred or buried.
- (2) The sexton or town shall not disinter or remove or permit disinterment or removal of human remains without a copy of such a permit.
- (3) A violation of this section is a misdemeanor under NRS 451.045(3) or NRS 451.050(1).
- (4) A written indemnification and hold harmless form is required from the mortuary on an annual basis.

(Ord. No. 39, 2-23-2010)

### **Sec. 10-10. Grave digging and setting of headstones.**

Except as otherwise provided by funeral homes or mortuaries as authorized by the Town of Pahrump, it shall be the town's responsibility to handle grave digging and headstones as follows:

- (1) The town shall open and close all graves in the cemetery.
  - a. A minimum of two working days or 48 hours notice must be provided for all burials, except that town may waive the notice requirement and provide expedited burials for an additional fee if the required personnel are available.
  - b. Burials shall not be performed on holidays or weekends without 72 hours notice, except that town may waive the notice requirement and provide expedited burials for an additional fee if the required personnel are available.
  - c. Except as provided above, all burials will take place during normal working daylight hours: summertime (8:00 a.m. to 4:00 p.m.) and wintertime (8:00 a.m. to 2:00 p.m.).

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- d. Funeral services may be conducted in designated areas and buildings only, unless written permission is obtained for grave site services.
  - e. The practice of stacking one occupant on top of another will be permitted. In case of burial of others than the spouse, the person desiring to be stacked must have the written permission from the next of kin of the first person interred prior to the second burial or have prearranged burial instruction prior to first interment.
  - f. Special circumstances will be considered, but not mandatory, for weekend or holiday burials.
- (2) The town shall set all headstones and markers in the cemetery.
- a. Except as otherwise provided below, upright headstones will not be permitted. In the veterans' section, all headstones shall be flush with the ground.
  - b. Markers and headstones will be permitted in the grassy areas only if flush to the ground with a concrete foundation of four inches plus four inches of concrete on all sides of the stone as set by the Town of Pahrump.
  - c. Pursuant to Nye County Resolution 94-28, a portion of the cemetery has been designated as being part of the aboriginal lands of the Pahrump Paiute Tribe and will be perpetually maintained in the "natural" manner of the Southern Paiutes. Headstones and markers of any type may be used in this area, so long as the grave site is maintained in a natural desert condition.
  - d. Certain areas of the cemetery (generally older, non-grassy sections) have been designated as permitting upright headstones.
  - e. All headstones will be imbedded to the concrete foundation.
  - f. All veterans' plaques will be set in concrete at the same expense as others. Headstones should be provided for the veteran, at no cost, by the Department of Veteran's Affairs (brass flat plate style inlaid in concrete with flower holder on each side). Only plaques set in concrete foundation will be recognized as headstones.
  - g. All temporary markers must be replaced with a permanent marker or headstone within one year from the date of the burial or within 30 days from the time the headstone is ready for placement.

(Ord. No. 39, 2-23-2010)

**Sec. 10-11.Veterans columbarium services.**

A special columbarium dedicated to veterans shall have the following interment requirements:

- (1) Each niche shall have an interior dimension of 11<sup>1</sup>/<sub>4</sub> inches cubed (28.5 cm) with a ten and one-fourth-inches squared (26.0 cm) opening.
- (2) The urn shall have the following specifications, which allow for both single and double interment:

Urn Type	Dimension	Measurement
All	Height	<u>10</u> <sup>1</sup> / <sub>4</sub> inches (26.0 cm) maximum
Round	Girth	<u>6</u> <sup>1</sup> / <sub>2</sub> inches (16.5 cm) diameter maximum

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Rectangular	Depth	11 inches (28.0 cm) maximum
Rectangular	Width	5 3/8 inches (13.6 cm) maximum

- (3) Marker plaques given by the department of veteran's affairs for those veterans that choose the columbarium will be placed upon the wall located to the northwest of the memorial.
- (4) Only those religious symbols authorized by the department of veteran's affairs may be placed on the granite face plate covering the columbarium niche.
- (5) Purchases of columbarium niches are on a first come basis.

(Ord. No. 39, 2-23-2010)

**Sec. 10-12. Construction of mausoleums, vaults, and crypts.**

Any new construction of mausoleums, vaults, or crypts shall comply with NRS ch. 452 and NAC ch. 452 and must be approved by the sexton.

(Ord. No. 39, 2-23-2010)

**Sec. 10-13. Duties of the sexton.**

The sexton shall manage the cemetery property as follows:

- (1) Plots in the cemetery will be reserved and assigned only by the sexton.
  - a. A person reserving a plot or plots in the cemetery shall be responsible for notifying the sexton of current contact information.
  - b. The sexton shall be notified every five years to reconfirm intentions of plot reservations.
  - c. In the event that the sexton determines that a previously reserved plot is untraceable, the sexton may petition the town board for permission to allow the plot to be used or reserved by another person.
- (2) The sexton will keep a record of all plots assigned and reserved. These records will be open to the public.
- (3) The sexton will keep all records relating to the cemetery in accordance with NRS 440.590: name of deceased person, place of death, date of burial, and the name and address of the funeral director. These records will be open to the public.

(Ord. No. 39, 2-23-2010)

**Sec. 10-14. Indigent burials.**

The burial of indigent remains shall be handled as follows:

- (1) Indigent burials shall be coordinated between the Nye County Health and Human Services and the Town of Pahrump.
- (2) The town shall be notified of all indigent burials through town staff and the sexton.

(Ord. No. 39, 2-23-2010)

**Sec. 10-15. Eligibility for burial as a veteran.**

The following criteria shall establish eligibility for burial of a veteran:

- (1) United States Armed Forces (Army, Navy, Air Force, Marine Corps, Coast Guard).
  - a. Any member of the Armed Forces who dies while on active duty.
  - b. Any veteran of the Armed Forces who was discharged under conditions other than dishonorable and entitled to veteran's benefits by the Veteran's Administration. With certain exceptions, service beginning after September 7, 1980, as an enlisted person, and service after October 16, 1981, as an officer, must be for a minimum of 24 months of the full period for which the person was called to active duty. (Examples include those persons serving less than 24 months in the Gulf War or reservists what were federalized by Presidential Act.)
- (2) Members of reserve components and Reserve Officers' Training Corps.
  - a. Reservists and National Guard members who, at the time of death, were entitled to retire pay under 10 U.S.C. 1223, or would have been entitled, but for being under the age of 60 years. Specific categories of individuals eligible for retired pay are set forth in 10 U.S.C. 12731.
  - b. Members of reserve components who die while hospitalized or undergoing treatment at the expense of the United States for injury or disease contracted or incurred under honorable conditions while performing active duty for training or inactive duty training, or undergoing such hospitalization or treatment.
  - c. Members of the Reserve Officers' Training Corps of the Army, Navy, or Air Force who die under honorable conditions while attending an authorized training camp or an authorized cruise, while performing authorized travel to or from that camp or cruise, or while hospitalized or undergoing treatment at the expense of the United States for injury or disease contracted or incurred under honorable conditions while engaged in one of those activities.
  - d. Members of reserve components who, during a period of active duty for training, were disabled or died from a disease or injury incurred or aggravated in the line of duty, or during a period of inactive duty training, were disabled or died from an injury incurred or aggravated in the line of duty.
- (3) Commissioned officers of the National Oceanic and Atmospheric Administration.
  - a. A commissioned officer of the National Oceanic and Atmospheric Administration (fka the Coast and Geodetic Survey and the Environmental Science Services Administration) with full-time duty on or after July 29, 1945.
  - b. A commissioned officer who served before July 29, 1945, and (i) was assigned to an area of immediate military hazard while in a time of war, or of a Presidentially-declared national emergency as determined by the Secretary of Defense; (ii) served in the Philippine Islands on December 7, 1941, and continuously in such islands thereafter; or (iii) transferred to the Army or the Navy under the provisions of the Act of May 22, 1917 (40 Stat. 87; 33 U.S.C. 85).
- (4) Public health service.
  - a. A commissioned officer of the regular or reserve corps of the public health service who served on full-time duty on or after July 19, 1945. If the service of the particular public health service officer falls within the meaning of activity duty for training, as defined in 38 U.S.C. 101, the person must have been disabled or died from a disease or injury incurred or aggravated in the line of duty.

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- b. A commissioned officer of the regular or reserve corps of the public health service who performed full-time duty prior to July 29, 1945: (i) in time of war; (ii) on detail for duty with the Army, Navy, Air Force, Marine Corps, or Coast Guard; or (iii) while the service was part of the military forces of the United States pursuant to Executive Order of the President.
  - c. A commissioned officer serving on inactive duty training as defined in 38 U.S.C. 101(23), whose death resulted from an injury incurred or aggravated in the line of duty.
- (5) World War II Merchant Mariners. United States Merchant Mariners with oceangoing service during the period of armed conflict, December 7, 1941, to December 31, 1946. Prior to the enactment of Public Law 105-368, United States Merchant Mariners with oceangoing service during the period of armed conflict of December 7, 1941 to August 15, 1945, were eligible. With enactment of Public Law 105-368, the service period is extended to December 31, 1946, for those dying on or after November 11, 1998. A DD-214 documenting this service may be obtained by submitting an application to Commandant (G-MVP-6), United States Coast Guard, 2100 2nd Street SW, Washington, DC 20593. Notwithstanding, the mariner's death must have occurred after the enactment of Public Law 105-368 and the interment not violate the applicable restrictions while meeting the requirements held therein.
- (6) Persons not eligible for burial.
- a. Disqualifying characters of discharge: A person whose only separation from the Armed Forces was under dishonorable conditions or whose character of service results in a bar to veteran's benefits.
  - b. Discharge from draft: A person who was ordered to report to an induction station, but was not actually inducted into military service.
  - c. Conviction or commission of federal capital crime:
    - 1. Any person who was convicted of a federal capital crime for which a sentence of imprisonment for life or the death penalty may be imposed and whose conviction is final (other than pardon or commutation by the President); or
    - 2. Any person who would have been convicted of a federal capital crime but was not because of the person's unavailability for trial due to death or flight from prosecution.
  - d. Conviction or commission of state capital crime:
    - 1. Any person who was convicted of the willful, deliberate, or premeditated unlawful killing of another human being for which a sentence of imprisonment for life or the death penalty may be imposed and whose conviction is final (other than a pardon or commutation by the governor of a state); or
    - 2. Any person who would have been convicted of a state capital crime but was not because of the person's unavailability for trial due to death or flight to avoid prosecution.
  - e. Active or inactive duty for training: A person whose only service is active duty for training or inactive duty training in the National Guard or reserve component, unless the individual meets the eligibility criteria set forth in subsection (2)(a), (2)(b), (2)(c), or (2)(d) above.
  - f. Other groups: Members or groups whose service has been determined by the Secretary of the Air Force under the provisions of Public Law 95-202 as not warranting entitlement to benefits administered by the Secretary of Veteran's Affairs.

(Ord. No. 39, 2-23-2010)

### **Sec. 10-16. Indemnification.**

Prior to burial or removal of human remains, cemetery must obtain written indemnification from the funeral home, mortuary, undertaker, or other party in charge of said burial or removal that the town, town

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board, town staff, and its employees and representatives shall have no liability and be held harmless from and against any and all claims, liabilities, actions, suits, proceedings, liens, levees, judgments and damages arising from any act or omission in the burial or removal of human remains.

(Ord. No. 39, 2-23-2010)

### **Sec. 10-17.Fees.**

The town board may by resolution adopt a schedule of fees for town cemetery goods and services.

(Ord. No. 39, 2-23-2010)

### **Sec. 10-18.Maintenance of records.**

The sexton or town, as the case may be, shall maintain cemetery records as follows:

- (1) An interment file shall be maintained in alphabetical order listing all persons buried at the cemetery, listing interment number and the information required by NRS 440.590.
- (2) A plot map shall be maintained depicting all sections, plots, graves, crypts, lawn crypts, and niches, with descriptive names where applicable.
- (3) A cemetery map shall be maintained depicting all sections of the cemetery to include plots, mausoleums, and columbariums, and the location of halls, rooms, corridors, elevations, and other divisions, with descriptive names where applicable, in conformance with NRS 452.360.
- (4) A receipt book shall be maintained to track all fees collected for services provided by the cemetery.
- (5) Any historical records of the cemetery shall be maintained and made available for the public.

(Ord. No. 39, 2-23-2010)

### **Sec. 10-19.Maintenance of cemetery grounds.**

The sexton or town shall maintain the cemetery grounds as follows:

- (1) The sexton or town shall direct generally all improvements within the grounds and upon all plots and graves, before as well as after interments have been made therein. The sexton or town shall have charge of the planting, sodding, surveying, and improvements generally.
- (2) No one other than the sexton, town, or designated agent shall be allowed to perform any work on any plot, grave, crypt, or niche within the grounds without a permit by the town or other regulatory agency.
- (3) No person shall pluck or remove any flower or plant, wild or cultivated, from any part of the cemetery.
- (4) The sexton or town must address all immediate and long-range landscape concerns to ensure a balanced landscape in the future.

(Ord. No. 39, 2-23-2010)

### **Sec. 10-20.Use of cemetery for gatherings.**

Any gatherings on cemetery grounds, other than funerals, shall be subject to the following:

- (1) Families which are interested in the cemetery may hold ceremonies during daylight hours on the cemetery grounds in the areas dedicated for such public use with prior permission.

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- (2) Such meetings shall be under the supervision of the sexton or other designated official, and shall conform to accepted standards for taste and decorum.
- (3) Proper respect for the burial areas shall be maintained or the group or gathering shall be requested to leave the cemetery grounds.
- (4) No alcoholic beverages shall be permitted upon the cemetery grounds.
- (5) Any group using the Veteran's Memorial shall clean up the building before leaving, which consists of removal of all food and beverages, all trash and debris placed in outside containers, and removal of all items left on the floor.
- (6) Prior to each event at the Veteran's Memorial, the premises shall be inspected by the town or its representative set forth in a written report.
- (7) Tables and chairs may be used at the Veteran's Memorial by request to the town at least 14 business days prior to any event.

(Ord. No. 39, 2-23-2010)

### **Sec. 10-21. Miscellaneous regulations.**

The following additional regulations must be followed:

- (1) No coping, borders, or other decorative installations shall be allowed in the cemetery without the written approval of the sexton or town.
- (2) Old and/or faded flowers will be disposed of by the sexton or other designated official when he or she deems appropriate.
- (3) No trees, shrubs, coping, decorations, fences, or stones may be placed on the graves in the cemetery. The town will approve and designate where any such installations may be set on the cemetery grounds. Submission of plans or drawings must be provided to the sexton prior to installation.
- (4) The cemetery is reserved for the interments of the citizens and residents of the town who have resided in the town for a minimum of 12 months and his/her spouse with reservations.
- (5) Military honors for veterans may be provided by military units, as coordinated with the funeral director, mortuary, undertaker, or other authorized person.
- (6) No person shall be permitted to enter or exit the cemetery grounds except through the public gate or entryway during the designated hours.
- (7) Any person found on the cemetery grounds before or after designated hours without proper authorization shall be subject to prosecution for trespass.
- (8) No dogs shall be permitted on the cemetery grounds except a dog trained to assist a handicapped person.
- (9) The sexton or other designated official shall have the authority to enter upon any plot and to remove any objectionable item that may have been placed contrary to the regulations of the cemetery or applicable law.
- (10) No person shall be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the cemetery.
- (11) All persons are to be reminded that the grounds are sacredly devoted to the burial of the dead and that provisions and penalties of the law, as provided by ordinance or statute, will be strictly enforced in all cases of wanton injury, disturbance and disregard of the rules.

(Ord. No. 39, 2-23-2010)

**Sec. 10-22.General violation.**

Any person who violates any of the provisions of this chapter shall be guilty of a misdemeanor.

(Ord. No. 39, 2-23-2010)

**Sec. 10-23.Penalties.**

Any person convicted of a violation of this chapter shall be punished as provided by the Nevada Revised Statutes for misdemeanors crimes. In addition to being subject to fines and any other penalties which may be assessed by a court of competent jurisdiction, any person who is found guilty of a violation of this chapter shall be liable for the costs of any subsequent removal and relocation of remains necessitated by the person's violation of this chapter. Every day that a violation occurs, exists, or is allowed to exist or continue, constitutes a separate offense.

(Ord. No. 39, 2-23-2010)

**Sec. 10-24.Injunctive relief.**

The town, in addition to the remedies and penalties provided above, may seek injunctive relief against any violator of this chapter, with or without prior notice, to prevent or correct any cemetery problem.

(Ord. No. 39, 2-23-2010)

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FOOTNOTE(S):

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**Editor's note**— Ord. No. 39, adopted Feb. 23, 2010, repealed the former Ch. 10, §§ 10-1—10-11, and enacted a new Ch. 10 as set out herein. The former Ch. 10 pertained to similar subject matter and derived from Ord. No. 39, 10-28-1997. See also the Code Comparative Table. ([Back](#))

**State Law reference**— Dead bodies, NRS ch. 451; cemeteries, NRS ch. 452. ([Back](#))

**Chapter 11RESERVED**

**Chapter 12EMERGENCY SERVICES**

[ARTICLE I. - IN GENERAL](#)

[ARTICLE II. - AMBULANCE AND FIRE RESCUE SERVICES](#)

**ARTICLE I.IN GENERAL**

[Secs. 12-1—12-18. Reserved.](#)

**Secs. 12-1—12-18.Reserved.**

**ARTICLE II.AMBULANCE AND FIRE RESCUE SERVICES <sup>[1]</sup>**

[Sec. 12-19. Definitions.](#)

[Sec. 12-20. Exemptions.](#)

[Sec. 12-21. Creation of main ambulance provider.](#)

[Sec. 12-22. Staffing and training.](#)

[Sec. 12-23. Care of vehicles.](#)

[Sec. 12-24. Fees and records.](#)

[Sec. 12-25. Charges.](#)

[Sec. 12-26. Contracts with other governmental units.](#)

**Sec. 12-19.Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Ambulance* means a motor vehicle specifically constructed, modified, equipped, or arranged and operated for the purpose of transporting patients requiring immediate or ongoing medical services, excluding the transportation of such persons to or from locations not providing services as defined in this article.

*Ambulance service* means the activity, business, or service, for hire, profit or otherwise, of transporting one or more persons by ambulance; provided, however, ambulance service shall not include the transportation of an ambulance by an employer of his or own employees in an ambulance owned and operated by the employer solely for this purpose.

*Patient* means a wounded, injured, sick or otherwise incapacitated person.

(Ord. No. 41, § 41.1, 9-10-2002)

**Sec. 12-20.Exemptions.**

This article does not apply to:

- (1) Ambulances operated at the request of a public safety agency during a state of war, state of emergency, or local emergency.
- (2) Ambulance service transporting a patient from a location outside of the town.
- (3) Ambulance service transporting a patient by helicopter or fixed-wing airplane.

(Ord. No. 41, § 41.2, 9-10-2002)

**Sec. 12-21.Creation of main ambulance provider.**

A municipal ambulance service is established by the town. It shall be unlawful for any person to engage in furnishing ambulance service without having first obtained the explicit permission of the town board. Such a determination may only be held after a public hearing before the town board members. In

order to grant permission to operate an ambulance service, the town board members must first find that the proposed service is in the best interest of the citizens of the town.

(Ord. No. 41, § 41.3, 9-10-2002)

**Sec. 12-22. Staffing and training.**

The Pahrump Valley Fire-Rescue Service shall be staffed by trained personnel. It shall be the ongoing duty of the Pahrump Valley Fire-Rescue Service, under direction of the fire chief, to train and qualify personnel to be used in connection with the ambulance service.

(Ord. No. 41, § 41.4, 9-10-2002)

**Sec. 12-23. Care of vehicles.**

The care and maintenance of the Pahrump Valley Fire-Rescue Service vehicles shall be the direct responsibility of the fire chief.

(Ord. No. 41, § 41.5, 9-10-2002)

**Sec. 12-24. Fees and records.**

It shall be the responsibility of the fire chief to charge fees for the ambulance service and to maintain a separate set of books and records on the ambulance service.

(Ord. No. 41, § 41.6, 9-10-2002)

**Sec. 12-25. Charges.**

Charges for the ambulance service shall be determined by the town board, in their sole discretion.

(Ord. No. 41, § 41.7, 9-10-2002)

**Sec. 12-26. Contracts with other governmental units.**

The town board shall have the authority to enter into a contract with any other municipality or governmental entity or entities for the purpose of extending the municipal ambulance service to and within other governmental units. Before entering into such a contract, the town board must find that the proposed contract is in the best interest of the citizens of the town.

(Ord. No. 41, § 41.8, 9-10-2002)

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**FOOTNOTE(S):**

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--- (1) ---

**State Law reference**— Fire protection, NRS 269.250 et seq.; emergency medical services, NRS ch. 450B. [\(Back\)](#)

**Chapter 13RESERVED**

**Chapter 14ENVIRONMENT  
(RESERVED) [\[1\]](#)**

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FOOTNOTE(S):

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--- (1) ---

**State Law reference**— Public health and safety, NRS ch. 439 et seq.; environmental requirements, NRS ch. 445C. [\(Back\)](#)

**Chapter 15RESERVED**

**Chapter 16FIRE PREVENTION AND PROTECTION [\[1\]](#)**

[ARTICLE I. - IN GENERAL](#)

[ARTICLE II. - FIRE CODE](#)

[ARTICLE III. - FIRE INSPECTIONS](#)

[ARTICLE IV. - BURNING](#)

[ARTICLE V. - PAHRUMP VALLEY FIRE-RESCUE SERVICE](#)

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FOOTNOTE(S):

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--- (1) ---

**State Law reference**— Fire protection by unincorporated towns, NRS 269.250 et seq.; protection from fire generally, NRS ch. 472 et seq. [\(Back\)](#)

**ARTICLE I.IN GENERAL**

[Secs. 16-1—16-18. Reserved.](#)

**Secs. 16-1—16-18.Reserved.**

**ARTICLE II.FIRE CODE**

[Sec. 16-19. Adoption of the codes.](#)

[Secs. 16-20—16-41. Reserved.](#)

**Sec. 16-19.Adoption of the codes.**

The town hereby adopts the 2003 International Fire Code for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion.

(Ord. No. 47, § 47.000, 4-12-2005)

**Secs. 16-20—16-41.Reserved.**

**ARTICLE III.FIRE INSPECTIONS**

[Sec. 16-42. Purpose and scope.](#)

[Sec. 16-43. Annual.](#)

[Sec. 16-44. Same—Applicability; form; fee.](#)

[Sec. 16-45. Reinspections.](#)

[Sec. 16-46. Fees.](#)

[Sec. 16-47. Hazardous material storage.](#)

[Sec. 16-48. Failure to abate violations.](#)

[Sec. 16-49. Liens.](#)

[Sec. 16-50. Fund.](#)

[Sec. 16-51. Exemptions.](#)

[Secs. 16-52—16-75. Reserved.](#)

**Sec. 16-42.Purpose and scope.**

The purpose of this article is to set forth the requirements of a fire safety inspection program within the town for compliance with and violation of the 2003 International Fire Code. The provisions of this article shall apply to each business location of every business within the town.

(Ord. No. 48, § 48.100, 4-12-2005)

**Sec. 16-43.Annual.**

Each business location of every business located within the town is subject to a fire inspection by the Pahrump Valley Fire-Rescue Service each calendar year.

(Ord. No. 48, § 48.110, 4-12-2005)

**Sec. 16-44.Same—Applicability; form; fee.**

Every new and temporary business location must submit a fire inspection request form with the appropriate fee before conducting business. A temporary business is one which is housed in a nonpermanent structure and operates on a shortterm basis.

(Ord. No. 48, § 48.120, 4-12-2005)

**Sec. 16-45.Reinspections.**

When violations are found in the course of an annual inspection, Pahrump Valley Fire-Rescue Service shall conduct a reinspection, after allowing the appropriate time for voluntary abatement of the violation.

(Ord. No. 48, § 48.130, 4-12-2005)

**Sec. 16-46.Fees.**

Any and all fees under this article shall be established by town board resolution. The annual fee for each business location must be paid on or before January 15 each year. For new and temporary businesses, the fee must be paid prior to commencement of operation and shall be submitted with the fire inspection request form. There shall be no offsets or refunds for any fee imposed pursuant to this article.

(Ord. No. 48, § 48.140, 4-12-2005)

**Sec. 16-47.Hazardous material storage.**

Hazardous materials are those substances which are physical or health hazards, regardless of whether the materials are in usable or waste condition. Any business that stores hazardous material shall pay an additional fee, as determined by town board resolution.

(Ord. No. 48, § 48.150, 4-12-2005)

**Sec. 16-48.Failure to abate violations.**

Failure to abate violations shall constitute a public nuisance under NRS 202.450, and is punishable by a fine of not more than \$1,000.00 and/or up to six months in jail in addition to the imposition of any administrative fees, which shall be set by town board resolution. Further, the town reserves the right to proceed with any available civil remedies.

(Ord. No. 48, § 48.160, 4-12-2005)

**Sec. 16-49.Liens.**

Any fees due under this article shall, if not paid within 30 days of imposition, constitute a valid lien against the property in favor of the town, and shall remain a lien against the property until paid in full. The town shall file such liens with the county recorder.

(Ord. No. 48, § 48.170, 4-12-2005)

**Sec. 16-50.Fund.**

Any fee collected pursuant to this statute shall be deposited into the general fund.

(Ord. No. 48, § 48.180, 4-12-2005)

**Sec. 16-51.Exemptions.**

All federal, state, and local governmental entities are exempt from paying the fee required by state law.

(Ord. No. 48, § 48.190, 4-12-2005)

**Secs. 16-52—16-75.Reserved.**

**ARTICLE IV.BURNING**

[Sec. 16-76. Purpose.](#)

[Sec. 16-77. Definitions.](#)

[Sec. 16-78. Controlled burn permit application.](#)

[Sec. 16-79. Burn barrel.](#)

[Sec. 16-80. Commencing controlled burns.](#)

[Sec. 16-81. Household trash.](#)

[Sec. 16-82. Burning of waste vegetation.](#)

[Sec. 16-83. Dead animals.](#)

[Sec. 16-84. Agricultural burns.](#)

[Sec. 16-85. Other burning.](#)

[Sec. 16-86. Transporting of burn barrels.](#)

[Sec. 16-87. Landfill fires.](#)

[Sec. 16-88. Liability in addition to general penalty.](#)

[Secs. 16-89—16-100. Reserved.](#)

**Sec. 16-76.Purpose.**

The purpose of this article is to provide for rules and regulations in conducting controlled burns and prohibitions thereof within the town, per NRS 445B.100 to 445B.640 inclusive.

(Ord. No. 28, § 28.000, 11-13-2001)

**Sec. 16-77.Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Adult* means a person over 18 years of age who maintains residency or owns a business, land or is a landlord at the permit location and accepts responsibility for proper burning procedures.

*Burn barrel* means a container used for controlled burning that meets or exceeds the specifications contained in [section 16-79](#).

*Controlled burn of waste vegetation* means constant surveillance by the adult holding the permit, with fire suppression equipment in the immediate vicinity, with winds slower than five miles per hour, and no closer than 25 feet to the nearest combustible material.

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*Fire suppression equipment* means shovels, operating water hoses water supply and/or other equipment as the fire chief or his designee may require.

*Household trash* means items of rubbish, paper, waste or debris that was used and/or consumed at the premises where the permit is in use.

*PVFRS* means Pahrump Valley Fire-Rescue Services.

*Waste vegetation* means grass cuttings, tree limbs, and vegetation resulting from land clearing activities by established residents, landlords, business owners and/or licensed contractors.

(Ord. No. 28, § 28.010, 11-13-2001)

### **Sec. 16-78. Controlled burn permit application.**

- (a) All persons desiring to conduct controlled burns for household trash or waste vegetation, as described herein, must first obtain a permit from the Pahrump Valley Fire-Rescue Services (hereinafter PVFRS). Applications for the permit shall be available at the main fire station during business hours. The permit shall require no fee.
- (b) One permit shall be issued to a responsible adult/designee who must attend the burn. The permit is nontransferable. If the individual permit holder owns more than one piece of property, alternate locations may be listed on that permit number. Should an individual move, the permit may be transferred to the new location.
- (c) Applicants for a burn permit shall provide proof of existence of a liability insurance policy for the premises upon which the permit is to be used. Failure to provide such proof shall be cause for denial of the permit. Persons in possession of a lawfully issued burn permit before the enactment of this article shall be exempt from providing proof of liability insurance.
- (d) The responsible permit applicant will read a copy of the Controlled Burn Pahrump Town Ordinance, PTO-28, and agree to abide by the requirements stated within by signing an acknowledgment.
- (e) A copy of the ordinance referred to in subsection (d) of this section will be provided to the applicant and the signed acknowledgment will be retained for record by the PVFRS.
- (f) Persons found burning without authorization may be warned on the first occasion. Upon subsequent occasions, the person may be charged with a misdemeanor.

(Ord. No. 28, § 28.100, 11-13-2001)

### **Sec. 16-79. Burn barrel.**

The burn barrel shall be a metal container (drum), not greater than 55 gallons and shall be only as large as that which is easily managed/controlled, and shall remain under constant observation by the responsible adult holding the permit. The barrel shall contain wire mesh or a screen to be placed on top of the barrel for control of flying embers.

(Ord. No. 28, § 28.110, 11-13-2001)

### **Sec. 16-80. Commencing controlled burns.**

- (a) *Permission required.* Before each controlled burn, permission shall be requested and granted through the fire chief or his/her designee. Permission will not be granted until the following information is provided; permit number, location of controlled burn, type of burn (household or waste vegetation), the person responsible for controlled burn, and the approximate duration of controlled burn; subject to the following restrictions:
  - (1) Permission to burn must be obtained from the fire chief or his designee.

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- (2) When conditions exist which may cause such a burn to be hazardous to persons or property, such permission to burn will be refused. The determination that such conditions exist is solely within the discretion of the fire chief or his designee.
- (b) *Container requirements; other restrictions.* Controlled burning of household trash is permitted only in a metal container large enough to contain the fire as described under the definition of a burn barrel in [section 16-77](#). Said barrel shall be only as large as that which is easily managed/controlled, and shall remain under constant observation of the responsible adult holding the permit.
  - (1) Such burns shall be prohibited within 25 feet of any other combustible material.
  - (2) No controlled burn shall be conducted between sunset and sunrise. Other hours may be established at the discretion of the chief.
- (c) *Burning without permit and offense.* Any person who burns, without first obtaining a permit, shall be subject to being charged with a misdemeanor offense.

(Ord. No. 28, § 28.120, 11-13-2001)

### **Sec. 16-81. Household trash.**

The burning of household trash is permitted provided it is limited to paper products and complies with all other requirements established by this article. The ashes or residue of said burn must be disposed of at an area designated by the county or the town, and permitted by the state, as a landfill. However, nothing shall prohibit an individual from disposing of ashes on his own property for legitimate domestic or gardening purposes. The burning of household waste in a pit is specifically prohibited.

(Ord. No. 28, § 28.200, 11-13-2001)

### **Sec. 16-82. Burning of waste vegetation.**

The burning of waste vegetation, including grass cuttings, tree limbs and vegetation resulting from land clearing is permitted provided that it complies with all other requirements established by this article and there are no winds in excess of five miles per hour, unless specifically waived by the fire chief, or his designee. The waste vegetation to be burned shall not exceed three feet in height, and the burn site shall be greater than 25 feet or more in distance from other combustible materials. The vegetation shall be sufficiently dried for burning.

(Ord. No. 28, § 28.210, 11-13-2001)

### **Sec. 16-83. Dead animals.**

No person shall dispose of a dead animal by incineration, including any parts thereof, unless ordered to do so by a government agency of competent jurisdiction.

(Ord. No. 28, § 28.220, 11-13-2001)

### **Sec. 16-84. Agricultural burns.**

This article shall not apply to agricultural burns conducted in accordance with the regulations and laws of the state and/or the United States Department of Agriculture. The term "agriculture burn" shall be the same as set forth in the regulations and laws of the state and the United States Department of Agriculture.

(Ord. No. 28, § 28.230, 11-13-2001)

**Sec. 16-85.Other burning.**

The burning of other material or structures not specifically permitted in this article is prohibited unless written permission is first obtained from the fire chief, or his designee. Such prohibition shall not extend to fireplaces or similar small controlled fires such as campfires and barbecues, but shall extend to any fire not contained in a nonflammable enclosure.

(Ord. No. 28, § 28.240, 11-13-2001)

**Sec. 16-86.Transporting of burn barrels.**

It is unlawful to transport from any point to any other point within the town any barrel, can, or other container containing burned material which is not covered and/or has not cooled below 125 degrees Fahrenheit.

(Ord. No. 28, § 28.300, 11-13-2001)

**Sec. 16-87.Landfill fires.**

It is unlawful to cause a fire at any county or town landfill or disposal site unless ordered to do so by an authorized county or town official or employee.

(Ord. No. 28, § 28.310, 11-13-2001)

**Sec. 16-88.Liability in addition to general penalty.**

Any person igniting a fire or maintaining a fire, in violation of this article to which fire equipment has been dispatched due to an alarm, shall be responsible for the cost of such response in addition to the general penalty for the violation and all resultant costs for fires which burn out of control causing damages to life or property because of negligence. Such penalty shall be based on actual cost to the PVFRS as determined by the town board or town manager but shall not be less than \$50.00. Said penalty shall be billed by the town administration, and if unpaid within ten days shall be treated as any other unpaid debt to the town. Funds collected under this section shall be credited and deposited into the PVFRS Motor Vehicle Account/Fire Capitol Projects Fund NRS 269.165. Penalty fees are contained in the PVFRS fee schedule.

(Ord. No. 28, § 28.410, 11-13-2001)

**Secs. 16-89—16-100.Reserved.**

**ARTICLE V.PAHRUMP VALLEY FIRE-RESCUE SERVICE <sup>[2]</sup>**

[Sec. 16-101. Purpose of article.](#)

[Sec. 16-102. Short title.](#)

[Sec. 16-103. Definitions.](#)

[Sec. 16-104. Department personnel and members.](#)

[Sec. 16-105. Chief appointed by the board.](#)

[Sec. 16-106. Reporting requirements.](#)

[Sec. 16-107. Maintenance of records.](#)

[Sec. 16-108. Protection of life or property.](#)

[Sec. 16-109. Investigation of cause and origin.](#)

- [Sec. 16-110. Adoption of the fire code.](#)
- [Sec. 16-111. Volunteer membership requirements.](#)
- [Sec. 16-112. Suspension or discharge of volunteer member.](#)
- [Sec. 16-113. Request for public hearing by discharged volunteer member.](#)
- [Sec. 16-114. Equipment and apparatus.](#)
- [Sec. 16-115. Recommendations for large apparatus and equipment.](#)
- [Sec. 16-116. Housing of equipment.](#)
- [Sec. 16-117. Driving over fire hose.](#)
- [Sec. 16-118. Parking distance from fire apparatus or where it is stored.](#)
- [Sec. 16-119. Allowable distance for following fire equipment.](#)
- [Sec. 16-120. False alarms.](#)
- [Sec. 16-121. Use of general funds.](#)
- [Sec. 16-122. Penalty for violation.](#)
- [Sec. 16-123. Enforcement powers.](#)
- [Sec. 16-124. Billing for services rendered.](#)

**Sec. 16-101.Purpose of article.**

That there is hereby created a department to be hereafter known as the Pahrump Valley Fire-Rescue Service, the object of which shall be the protection of life or property or any part thereof within the Town of Pahrump, Nye County, Nevada, or as may be allowed through memoranda of understanding with nearby entities.

(Ord. No. 29, § 1, 2-9-2010)

**Sec. 16-102.Short title.**

The title by which this article shall be known is the "Pahrump Valley Fire-Rescue Service Ordinance."

(Ord. No. 29, § 1, 2-9-2010)

**Sec. 16-103.Definitions.**

For the purposes of this article, the following terms, phrases, words and their derivations shall have the meaning given herein, unless the context clearly indicates a different meaning:

*Board* means the Town Board of the unincorporated Town of Pahrump, Nye County, Nevada.

*Chief* means the head of the Pahrump Valley Fire-Rescue Service.

*Department* means the Pahrump Valley Fire-Rescue Service.

*Fire code* means the International Fire Code published by the International Code Council as adopted with modifications by the state fire marshal.

*Member* means a volunteer member of the Pahrump Valley Fire-Rescue Service.

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*Personnel* means the paid personnel of the Pahrump Valley Fire-Rescue Service.

(Ord. No. 29, § 1, 2-9-2010)

### **Sec. 16-104. Department personnel and members.**

The department shall consist of a chief and such other personnel and members as the chief, town manager, and town board may deem necessary for the effective operation of the department.

(Ord. No. 29, § 1, 2-9-2010)

### **Sec. 16-105. Chief appointed by the board.**

The chief shall be appointed by the board to serve at the pleasure of the board.

(Ord. No. 29, § 1, 2-9-2010)

### **Sec. 16-106. Reporting requirements.**

The chief shall report to the town manager and shall make reports thereto as the town manager may require.

(Ord. No. 29, § 1, 2-9-2010)

### **Sec. 16-107. Maintenance of records.**

The chief shall see that complete records are maintained regarding all fires, fire prevention activities, inspections, apparatus and equipment, members, personnel, training, and other information about the work of the department.

(Ord. No. 29, § 1, 2-9-2010)

### **Sec. 16-108. Protection of life or property.**

For the protection of life or property or any part thereof, the chief shall have the authority to direct such operation as necessary to: extinguish or control any fire; perform any rescue operation; or investigate the existence of suspected or reported fires, gas leaks or other hazardous conditions, materials (Hazmat) or situations. The chief is empowered to take any action necessary in the reasonable performance of his duties, such as: placing ropes, guards, barricades or other obstructions across any street, alley, place or private property in the vicinity of such operation so as to prevent accidents or interference with the lawful efforts of the department to manage and control the situation and to handle fire apparatus; prohibiting any person, vehicle or thing from approaching the scene; removing, or causing to be removed or kept away from the scene, any vehicle, vessel or thing which could impede or interfere with the operations of the department; and, in the judgment of the chief, removing, or causing to be removed or kept away from the scene, any person not actually and usefully employed in a department operation. If the chief is absent from the scene, the chief's designee shall assume all the duties of the chief.

(Ord. No. 29, § 1, 2-9-2010)

### **Sec. 16-109. Investigation of cause and origin.**

The chief or the chief's designee is required and authorized [to] investigate the origin, cause and circumstances of all fires. To suppress the crime of arson, the chief or the chief's designee shall request the assistance of the state fire marshal when necessary or prudent.

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(Ord. No. 29, § 1, 2-9-2010)

### **Sec. 16-110. Adoption of the fire code.**

The fire code is adopted by reference as if set forth in full, making the same applicable to the Town of Pahrump.

(Ord. No. 29, § 1, 2-9-2010)

### **Sec. 16-111. Volunteer membership requirements.**

The department's membership shall consist of able-bodied citizens of the Town of Pahrump who are capable of performing the tasks for which they were assigned. Members must maintain an active participation level, as defined by the department's rules and regulations.

(Ord. No. 29, § 1, 2-9-2010)

### **Sec. 16-112. Suspension or discharge of volunteer member.**

The chief may suspend any member of the department for up to 90 days at any time the chief deems such action necessary for the good of the department. The chief is also authorized to discharge any member for just cause, after first investigating all matters relating to said just cause and receiving the approval of the town manager.

(Ord. No. 29, § 1, 2-9-2010)

### **Sec. 16-113. Request for public hearing by discharged volunteer member.**

A discharged member may request a public hearing with the board, provided such request is in accordance with the rules set forth in NRS 269.083. Nothing in this section may be construed to grant members the status of a public employee.

(Ord. No. 29, § 1, 2-9-2010)

### **Sec. 16-114. Equipment and apparatus.**

The department shall be equipped with appropriate equipment and apparatus in such manner as may be designated by the board and in accordance with the budget to maintain the department's efficiency and the proper protection of life or property.

(Ord. No. 29, § 1, 2-9-2010)

### **Sec. 16-115. Recommendations for large apparatus and equipment.**

Recommendations on large apparatus and equipment shall be made by the chief, or his designated representative, and, after approval by the board, shall be purchased in such manner as may be designated by the board and in accordance with the budget.

(Ord. No. 29, § 1, 2-9-2010)

### **Sec. 16-116. Housing of equipment.**

All equipment of the department shall be safely and conveniently housed in such places as may be designated by the chief.

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(Ord. No. 29, § 1, 2-9-2010)

### **Sec. 16-117. Driving over fire hose.**

No person shall drive any vehicle over a fire hose, except upon specific orders from the chief or other officer in charge of the scene.

(Ord. No. 29, § 1, 2-9-2010)

### **Sec. 16-118. Parking distance from fire apparatus or where it is stored.**

No person shall park any vehicle or otherwise cause any obstruction to be placed within a designated fire lane of the entrance to a fire station or other place where fire apparatus is stored or within ten feet of any fire hydrant.

(Ord. No. 29, § 1, 2-9-2010)

### **Sec. 16-119. Allowable distance for following fire equipment.**

No unauthorized person or vehicle shall follow within 500 feet of any apparatus responding to an emergency nor park any vehicle within 500 feet of the scene of a fire.

(Ord. No. 29, § 1, 2-9-2010)

### **Sec. 16-120. False alarms.**

No person shall maliciously turn in or cause to be turned in a false alarm. Persons who maliciously turn in or cause to be turned in a false alarm may be subject to the criminal sanctions embodied in [section 16-122](#) of this article, but the chief, in his discretion, may charge a fine in the amount of \$100.00 for one's first offense and \$200.00 for each subsequent offense.

(Ord. No. 29, § 1, 2-9-2010)

### **Sec. 16-121. Use of general funds.**

The board may provide in the annual budget of the Pahrump Town General Fund for funds to be used for the purpose of personnel, apparatus and equipment. Further, the board may make such arrangements as are necessary to provide personnel and members of the department with insurance coverage as necessary.

(Ord. No. 29, § 1, 2-9-2010)

### **Sec. 16-122. Penalty for violation.**

Any person found guilty of a violation of this article is guilty of a misdemeanor under the general laws of the State of Nevada and shall be punished by a fine not to exceed \$1,000.00 or by imprisonment not to exceed six months, or by both such fine or imprisonment, and additionally shall pay costs of suit. In no case shall costs be suspended.

(Ord. No. 29, § 1, 2-9-2010)

**Sec. 16-123.Enforcement powers.**

The chief, the chief's designee, and officers of the department are hereby given the necessary powers to enforce the provisions of this article under the laws of the State of Nevada for the protection of the safety, health, and general welfare of society.

(Ord. No. 29, § 1, 2-9-2010)

**Sec. 16-124.Billing for services rendered.**

The department is hereby authorized to bill any person, firm, partnership, corporation, business organization or any other entity for services, equipment, supplies and manpower rendered to said person, firm, partnership, corporation, business organization or any other entity as a result of providing services rendered pursuant to this article. This authority to bill, as herein provided, may be revoked by the board at any time. Before billing one for services rendered according to this section, the board must approve a schedule of fees and the department must make the schedule available to the public.

(Ord. No. 29, § 1, 2-9-2010)

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FOOTNOTE(S):

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--- (2) ---

**Editor's note**— Ord. No. 29, § 1, adopted Feb. 9, 2010, did not specifically amend the Code; hence, inclusion herein as Art. V, §§ 16-101—16-124, was at the editor's discretion. ([Back](#))

**Chapter 17RESERVED**

**Chapter 18OFFENSES <sup>(1)</sup>**

[ARTICLE I. - IN GENERAL](#)

[ARTICLE II. - PROSTITUTION AND ESCORT SERVICES](#)

[ARTICLE III. - SEXUAL OFFENDERS](#)

[ARTICLE IV. - PARK PROPERTY](#)

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FOOTNOTE(S):

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--- (1) ---

**State Law reference**— Crimes and punishments, NRS ch. 193 et seq. ([Back](#))

**ARTICLE I.IN GENERAL**

[Sec. 18-1. Prohibited acts.](#)

[Secs. 18-2—18-20. Reserved.](#)

**Sec. 18-1.Prohibited acts.**

It shall be unlawful for any person to:

- (1) Accost other persons in any public place or in any place open to the public for the purpose of begging or soliciting alms. The term "accost" is defined as the intention of interfering with the free passage of persons thereon, i.e. physically blocking or attempting to block with his own body or an object or vehicle, that portion of a public sidewalk used for pedestrian travel. Interfering with the free ingress to or egress from, physically blocking or attempting to block with his own body or any object or vehicle, the passage of pedestrians or vehicular traffic at an entrance to any public or private property abutting a public sidewalk;
- (2) Go from house to house or business to business begging for food, money or other articles, or seeking admission to such houses upon frivolous pretexts for no other apparent motive than to see who may be therein, or to gain an insight of the premises;
- (3) Loiter, prowl or wander upon the private property of another, without visible or lawful business with the owner or occupant thereof, or, while loitering, prowling or wandering upon the private property of another, peek in the door or window of any inhabited building or structure located thereon, without visible or lawful business with the owner or occupant thereof. Among the circumstances which may be considered in determining whether or not a person who loiters or prowls upon private property of another has lawful business with the owner or occupant thereof is the fact that such a person takes flight upon the appearance of a peace officer or endeavors to conceal himself or any object;
- (4) Loiter or sleep on any street, sidewalk or alley or sleeps or lodges in any building or structure or automobile or other vehicle without owning the same or without permission of the owner or person entitled to possession of same, or sleeps in any vacant lot or public ground;
- (5) Loiter in or about any toilet open to the public for the purpose of engaging in or soliciting any lewd, or lascivious or other unlawful act; or
- (6) Solicit anyone to engage in or who engages in lewd or dissolute conduct in any public place or in any place open to the public or exposed to public view.

(Ord. No. 42, § 42.000, 11-25-2003)

**Secs. 18-2—18-20.Reserved.**

**ARTICLE II.PROSTITUTION AND ESCORT SERVICES <sup>[2]</sup>**

[Sec. 18-21. Definitions.](#)

[Sec. 18-22. Practicing prostitution unlawful.](#)

[Sec. 18-23. Renting, leasing, etc. to practice prostitution unlawful.](#)

[Sec. 18-24. Soliciting prostitution unlawful.](#)

[Sec. 18-25. Escort services unlawful.](#)

[Sec. 18-26. Renting, leasing, etc. to escort for conduct of escort services unlawful.](#)

[Sec. 18-27. Soliciting by escorts unlawful.](#)

[Secs. 18-28—18-57. Reserved.](#)

**Sec. 18-21. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Escort* means any person who, for a salary, fee, commission, hire, or profit, makes himself or herself available to the public for the purpose of accompanying other persons for social engagements.

*Escort service* means any business, agency or person who, for a fee, commission, hire, or profit, furnishes or arranges for escorts to accompany other persons for social engagements.

*Prostitute* means any person who, in the course of any employment, either directly or indirectly, engages in acts of prostitution as defined in this section.

*Prostitution* means a male or female person who, for a fee, engages in sexual intercourse, oral-genital contact or any touching of the sexual organs or other intimate parts of a person for the purpose of arousing or gratifying the sexual desire of either person.

(Ord. No. 3, 9-25-1990)

**Sec. 18-22. Practicing prostitution unlawful.**

It shall be unlawful for any person commonly designated as a prostitute, as defined in this article, to practice prostitution in any home, place, room, automobile, mobile home, house trailer or any other structure or place within the town.

(Ord. No. 3, § 1, 9-25-1990)

**Sec. 18-23. Renting, leasing, etc. to practice prostitution unlawful.**

It shall be unlawful for any person, either the owner or the agent of the owner, to rent, lease, let or hire any house, building, apartment, rooming place, automobile, mobile home, house trailer, or any other place, to any prostitute practicing prostitution therein within the town.

(Ord. No. 3, § 2, 9-25-1990)

**Sec. 18-24. Soliciting prostitution unlawful.**

It shall be unlawful for any prostitute to openly or notoriously solicit prostitution in any place in the town.

(Ord. No. 3, § 3, 9-25-1990)

**Sec. 18-25. Escort services unlawful.**

It shall be unlawful for any person commonly designated as an escort, as defined in this article, to practice acting as an escort in any home, place, room, automobile, mobile home, house trailer or any other structure or place within the town.

(Ord. No. 3, § 4, 9-25-1990)

**Sec. 18-26. Renting, leasing, etc. to escort for conduct of escort services unlawful.**

It shall be unlawful for any person, either the owner or the agent of the owner, to rent, lease, let or hire any house, building, apartment, rooming place, automobile, mobile home, house trailer, or any other place, to any escort for the conducting of an escort service therein.

(Ord. No. 3, § 5, 9-25-1990)

**Sec. 18-27. Soliciting by escorts unlawful.**

It shall be unlawful for any escort to openly or notoriously solicit business in any place in the town.

(Ord. No. 3, § 6, 9-25-1990)

**Secs. 18-28—18-57. Reserved.**

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FOOTNOTE(S):

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--- (2) ---

**State Law reference**— Pandering, prostitution and disorderly houses, NRS 201.295 et seq. ([Back](#))

**ARTICLE III. SEXUAL OFFENDERS** <sup>[3]</sup>

[Sec. 18-58. Residential restrictions on sex offenders.](#)

[Secs. 18-59—18-70. Reserved.](#)

**Sec. 18-58. Residential restrictions on sex offenders.**

- (a) The term "residence," as used in this section, means the place where a person sleeps, which may include more than one location and may be mobile or transitory.
- (b) No person who is a sex offender, as defined in NRS 179D.400, or has been convicted of a sexual offense, as defined in NRS 179D.410, 179D.420, or 179D.430, and is assigned or qualifies for a tier two or tier three level of notification status as specified in NRS 179D.730, and as subsequently amended, shall reside within 2,000 feet of the real property comprising a public or nonpublic elementary or secondary school or a child care facility.
- (c) A person residing within 2,000 feet of real property comprising a public or nonpublic elementary or secondary school or a child care facility does not commit a violation of this section if any of the following apply:
  - (1) The person is required to serve a sentence at a jail, prison, juvenile facility, or other correctional institution or facility.
  - (2) The person is subject to an order of commitment.

- (3) The person has established a residence prior to September 1, 2006, or a school or child care facility is newly located on or after September 1, 2006.
  - (4) The person is a minor or a ward under a guardianship.
- (Ord. No. 51, 8-8-2006)

**Secs. 18-59—18-70.Reserved.**

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FOOTNOTE(S):

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--- (3) ---

**State Law reference**— Registration of sex offenders, NRS ch. 179D. ([Back](#))

**ARTICLE IV.PARK PROPERTY** <sup>[4]</sup>

[Sec. 18-71. Definitions.](#)

[Sec. 18-72. Prohibited acts.](#)

[Sec. 18-73. Penalty for violation.](#)

**Sec. 18-71.Definitions.**

The words and phrases defined in this section shall have the meanings indicated when used in this article.

*Glass container* means a bottle or other container consisting in whole or in part of clear or translucent materials commonly known as glass, excluding plastic, paper and cardboard.

*Park property* means any real property owned, operated or used by the Town of Pahrump as a public park.

*Peace officer* means any person upon whom some or all of the powers of a peace officer are conferred pursuant to NRS 289.150 to 289.360, inclusive.

(Ord. No. 63, § 1, 3-10-2009)

**Sec. 18-72.Prohibited acts.**

It shall be unlawful for any person to:

- (1) Possess any glass container on park property;
- (2) Construct, maintain or inhabit any structure, tent or any other thing on park property that may reasonably be expected to be used for housing or sleeping accommodations or camping, or storage of personal items;
- (3) Modify park property so as to create a shelter, or accumulate household furniture or appliances or construction debris on park property; or

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- (4) Sleep on park property, or remain on park property for the purpose of sleeping, between the hours of 12:00 a.m. and 6:00 a.m.

Notwithstanding the foregoing, the town manager or his or her designee may grant permission to engage in any of the foregoing activities in connection with any social, civic or other special group event, taking into account public peace, safety and sanitation and the general welfare of the town.

Before any peace officer may cite or arrest a person under this article, the officer must warn the person that his or her conduct is in violation of this article and must give the person an opportunity to comply with the provisions of this article.

(Ord. No. 63, § 2, 3-10-2009)

**Sec. 18-73. Penalty for violation.**

Any person found guilty of a violation of this article is guilty of a misdemeanor under the general laws of the State of Nevada and shall be punished by a fine not to exceed \$1,000.00 or by imprisonment not to exceed six months, or by both such fine or imprisonment, and additionally shall pay costs of suit. In no case shall costs be suspended.

(Ord. No. 63, § 3, 3-10-2009)

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FOOTNOTE(S):

--- (4) ---

**Editor's note**— Ord. No. 63, §§ 1—3, adopted March 10, 2009, did not specifically amend the Code; hence, inclusion herein as Art. IV, §§ 18-71—18-73, was at the editor's discretion. [\(Back\)](#)

**Chapter 19 RESERVED**

**Chapter 20 SOLID WASTE <sup>11</sup>**

[ARTICLE I. - IN GENERAL](#)

[ARTICLE II. - COLLECTION AND DISPOSAL](#)

[ARTICLE III. - FRANCHISES](#)

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FOOTNOTE(S):

--- (1) ---

**State Law reference**— Collection and disposal of solid waste, NRS 444.440 et seq.; unlawful deposits, NRS 202.180, 202.185. [\(Back\)](#)

**ARTICLE I.IN GENERAL**

[Secs. 20-1—20-18. Reserved.](#)

**Secs. 20-1—20-18.Reserved.**

**ARTICLE II.COLLECTION AND DISPOSAL**

[Sec. 20-19. Definitions.](#)

[Sec. 20-20. General violation.](#)

[Sec. 20-21. Authorized disposal site.](#)

[Sec. 20-22. Dead animal disposal; exceptions.](#)

[Secs. 20-23—20-47. Reserved.](#)

**Sec. 20-19.Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Solid waste* means all putrescible and nonputrescible refuse in solid or semisolid form, including, but not limited to, garbage, rubbish, junk vehicles, ashes or incinerator residue, street refuse, dead animals, demolition waste, construction waste, solid or semisolid commercial and industrial waste. The term does not include hazardous waste managed pursuant to NRS 459.400 through 459.600, inclusive.

(Ord. No. 38, § 38.100, 7-23-1996)

**Sec. 20-20.General violation.**

Every person who places, deposits, or dumps, or who causes to be placed, deposited or dumped, or who causes or allows to overflow any sewage, sludge, cesspool, or septic tank effluent, or who allows accumulation of human excreta, or any garbage in or upon any street, alley, public highway or road, or upon any public park or other public property, or the real property of others, or upon real property of themselves, or anywhere other than a site authorized by the county or town shall be guilty of a misdemeanor.

(Ord. No. 38, § 38.200, 7-23-1996)

**Sec. 20-21.Authorized disposal site.**

The only disposal site at which any person may place, deposit, bury or dump litter, garbage, debris, or dead animals is that area designated by the county or the town as a dump and which is supervised by the county or operated under license or franchise from the county or town.

(Ord. No. 38, § 38.300, 7-23-1996)

**Sec. 20-22. Dead animal disposal; exceptions.**

No person shall dispose of a dead animal or parts thereof other than at a site approved by either the county or the town for that purpose. This section shall not apply to:

- (1) Animals buried in a licensed pet or animal cemetery.
- (2) Small household pets that are buried on the premises owned by the pet's owner, but no more than one such pet per year.
- (3) Animals legally butchered for meat, but the unusable remains thereof are not exempt.
- (4) Animals otherwise disposed of in a manner ordered by a government agency of competent jurisdiction.
- (5) Those exemptions listed in the animal control chapter, section 4-327.

(Ord. No. 38, § 38.310, 7-23-1996)

**Secs. 20-23—20-47. Reserved.**

**ARTICLE III. FRANCHISES <sup>[2]</sup>**

[Sec. 20-48. Declaration of town policy.](#)

[Sec. 20-49. Short title.](#)

[Sec. 20-50. Definitions.](#)

[Sec. 20-51. Provisions for collection and disposal of solid waste in franchise area.](#)

[Sec. 20-52. Franchisee subject to rules and regulations.](#)

[Sec. 20-53. Franchise service area.](#)

[Sec. 20-54. Mandatory subscription, collection of delinquent charges, fees, penalties, and exclusions.](#)

[Sec. 20-55. Prohibited methods of disposal.](#)

[Sec. 20-56. Burning of solid waste or recyclables.](#)

[Sec. 20-57. Collecting or transporting of solid waste or recyclables.](#)

[Sec. 20-58. Emergency collections.](#)

[Sec. 20-59. Interference with containers prohibited.](#)

[Sec. 20-60. Requirements as to carts and vehicles.](#)

[Sec. 20-61. Containers required.](#)

[Sec. 20-62. Container requirements.](#)

[Sec. 20-63. Removal of contents of containers prohibited.](#)

[Sec. 20-64. Solid waste to be placed in containers—Exceptions.](#)

[Sec. 20-65. Containers in residential areas removed from public view—Placement for collection.](#)

[Sec. 20-66. Storage of containers in commercial areas.](#)

[Sec. 20-67. Charges—Residential and multiple dwellings.](#)

[Sec. 20-68. Same—Places of business and public buildings.](#)

[Sec. 20-69. Same—Container rentals—One-time on-call collections.](#)

[Sec. 20-70. Same—Overflowing solid waste.](#)

[Sec. 20-71. Same—Medical waste.](#)

[Sec. 20-72. Same—Sewage waste.](#)

[Sec. 20-73. Charges not applicable to certain types of waste.](#)

[Sec. 20-74. Charges—Billing—Penalty—Lien.](#)

[Sec. 20-75. Same—Rate changes.](#)

[Sec. 20-76. Customer service standards.](#)

[Sec. 20-77. Repair and replacement standards for franchisee's containers.](#)

[Sec. 20-78. Solid and hazardous waste a nuisance.](#)

[Sec. 20-79. Unauthorized disposal prohibited.](#)

[Sec. 20-80. Penalty for violation.](#)

[Sec. 20-81. Injunctive relief](#)

[Sec. 20-82. Rights of owners to dispose of recyclable materials.](#)

#### **Sec. 20-48. Declaration of town policy.**

It is declared to be the policy of this town to regulate the collection, transportation, and disposal of solid waste in a manner that is consistent with the Nevada Revised Statutes and that will:

- (1) Protect the public health and welfare;
- (2) Prevent water, air, and land pollution;
- (3) Prevent the spread of disease and the creation of nuisances;
- (4) Prevent unlawful dumping and disposal of solid waste;
- (5) Enhance the beauty and quality of the environment;
- (6) Conserve natural resources; and
- (7) Provide for such other activities as may be required to carry out town's solid waste goals and objectives.

(Ord. No. 43, 6-31-2009)

#### **Sec. 20-49. Short title.**

The title by which this article shall be known is the "Solid Waste and Recycling Franchise Ordinance."

(Ord. No. 43, 6-31-2009)

#### **Sec. 20-50. Definitions.**

In the construction of this chapter, the following definitions shall apply, unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; and words in the singular number include the plural number; the words "shall" and "will" are mandatory, and "may" is permissive.

*Agricultural waste* means all putrescible and nonputrescible waste material in solid or semisolid form that is generated by the rearing of animals other than household pets, or the production and harvesting of

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crops or trees, for profit, in a zoning district where such activities are permitted, and that has not been discarded or abandoned by its owner.

*Bulky waste* shall mean large items of solid waste, such as appliances, furniture, large auto parts, automobiles, trailers, trees, branches, stumps, and other oversized waste materials.

*Buy-back center* means a facility operated [by] a licensed commercial recycler or registered charitable organization where persons may bring recyclables in exchange for payment.

*Commercial recycler* means any licensed entity, to include any licensed franchisee, that is in the business of purchasing, accepting donations of, collecting, storing, transporting or processing source-separated recyclable materials.

*Compacted solid waste* means solid waste reduced by mechanical equipment, in volume but not weight, by a minimum of three to one.

*Compensation* means payment of any kind in exchange for a service provided, including the giving of an equivalent or substitute of equal value for any service rendered, whether in payment, salary, fee, or any other measure of value, offered in exchange or otherwise conferred.

*Construction or demolition waste* means waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block, and concrete and excavation dirt, rock, stone, and gravel. The term "construction or demolition waste" does not include uncontaminated soil, rock, stone, gravel, unused brick and block and concrete if they are separated from other construction or demolition waste and are to be used as clean fill, but does not include landscaping and native vegetation resulting from the construction or demolition of buildings and other structures.

*CPI* means the Consumer Price Index, All Urban Consumers for All Items, U.S. City Average (1982-84 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington D.C.

*Curbside recyclables collection* means a collection program operated by a franchisee in which source-separated recyclables are collected from residential customers on a regularly scheduled basis as part of the franchisee's solid waste business.

*Customers* means any solid waste disposal service customer of franchisee, including single-family residences, duplexes, mobile homes, and business within the franchise service area.

*Dead animals* means all dead animals or parts thereof (including condemned meats) that are not intended to be used as food for man or animal.

*Dirt* means loose earth, ashes, and manure, but exclusive of sand and gravel that is to be used in construction work.

*Disposal facility* shall mean a solid waste disposal facility which has all applicable permits and authorizations needed to accept solid waste for transformation, recovery, recycling, transfer, processing or disposal.

*Drop-off center* means a collection site where source-separated recyclables may be taken by persons and deposited into designated containers.

*Duplex* means a building or dwelling containing residential dwelling units for two separate families or occupants, each receiving individual solid waste curbside collection.

*Franchise service area* shall mean the district or area for collection purposes which shall include all commercial and residential areas within the unincorporated Town of Pahrump, including any areas annexed to that unincorporated Town of Pahrump during the term of the solid waste franchise agreement. To the extent permitted by law, all state and federal agencies having facilities within, or doing business within the town limits, shall be deemed to be within the franchise service area, and shall be subject to that certain solid waste and recycling franchise ordinance.

*Franchisee* means any person who has contracted with the town for collection, transportation and disposal of solid waste and/or the performance of curbside recyclables collection.

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*Franchise fee* means the fee required by a franchise agreement based upon a percentage of a franchisee's gross receipts collected from the collection, transportation and disposal of solid waste and/or curbside recyclables collection services in the town.

*Garbage* means putrescible animal and vegetable wastes, other than source-separated recyclables, that result from the handling, storage, sale, preparation, cooking, and serving of food and that have been discarded or abandoned.

*Generators* shall mean all individuals, businesses and other entities, including federal, state, county, and local governmental agencies, as well as the town, located within the franchise service area that generates solid waste of recyclable materials within the franchise service area.

*Gross receipts* means all cash receipts derived from the collection of solid waste, construction or demolition waste, and curbside recyclables collection services and includes, by way of illustration and not limitation, all cash, credits, property or other consideration of any kind derived directly or indirectly by a franchisee (or any of its authorized agents or affiliates) for the collection, transportation and disposal of solid waste, including all revenue received from residential service (including any charges attributable to curbside recyclables collection services), commercial and industrial service, medical waste service, container rentals, packaging, shipping and late fees, but excluding revenues from: (i) the sale of recyclables; and (ii) any taxes on services furnished by a franchisee that are imposed by other governmental entities, or environmental surcharges on services furnished by a franchisee that are imposed to provide for environmental activities or programs, that are passed through to and collected from the franchisee's customers.

*Hazardous waste* means any waste or combination of wastes, including without limitation, solids, semisolids, liquids or contained gasses, which:

- (1) Because of its quantity or concentration or its physical, chemical or infectious characteristics may:
  - a. Cause or significantly contribute to an increase in mortality or serious irreversible or incapacitating illness; or
  - b. Pose a substantial hazard or potential hazard to human health, public safety or the environment when it is given improper treatment, storage, transportation, disposal or other management;
- (2) Is identified as hazardous waste by the Nevada Department of Conservation and Natural Resources as a result of studies undertaken for the purpose of identifying hazardous wastes. The term includes, but is not limited to, toxins, corrosives, flammable materials, irritants, strong sensitizers and materials which generate pressure by decomposition, heat or otherwise.

*Materials recovery facility* means a facility that provides for the extraction from construction or demolition waste of those recyclable materials that may be found in construction or demolition waste. The term does not include:

- (1) A facility that receives only recyclable materials that have been separated at the source of waste generation;
- (2) A salvage yard for the recovery of used motor vehicle parts;
- (3) A facility that receives, processes or stores only concrete, masonry waste, asphalt, pavement, brick, uncontaminated soil or stone for the recovery of recyclable materials; and
- (4) A facility that recovers less than 25 percent by weight of recyclable material from the solid waste received.

*Medical waste* means items other than a culture or stock of an infectious substance that contain an infectious substance and are generated in:

- (1) The diagnosis, treatment or immunization of human beings or animals;
- (2) Research pertaining to the diagnosis, treatment or immunization of human beings or animals; or

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- (3) The production or testing of biological products.
- (4) The term "medical waste" does not include the following if the items as packaged do not contain any material otherwise subject to the requirements of 49 CFR Part 173, App. G, as amended:
  - a. Biological products;
  - b. Diagnostic specimens;
  - c. Laundry or medical equipment that conforms to 29 CFR 1910.1030 of the regulations of the Occupational Health Administration of the United States of Labor;
  - d. A material, including waste, that previously contained an infectious substance and has been treated by steam sterilization, chemical disinfection or other appropriate method, so that it no longer poses the hazard of an infectious substance;
  - e. Any waste material, including garbage, trash and sanitary waste in septic tanks, derived from households, including but not limited to single and multiple residences, hotels and motels;
  - f. Corpses, remains and anatomical parts that are intended for ceremonial interment or cremations; or
  - g. Animal waste generated in animal husbandry or food productions.

*Mining waste* means residues which result from the extraction of raw materials from the earth and which are dumped on land owned by the mining operation that extracted them.

*Motel* means a building or group of buildings whose main function is to provide temporary lodging and which does not offer conference rooms, restaurants or similar amenities to its customers in addition to sleeping quarters.

*Multiple dwellings* means any premises on which there are three or more residential dwelling units which are grouped together under the management of one person and which do not require separate individual collection of solid waste.

*Non-residential customer* means any solid waste disposal service customer of franchisee except for customers at single-family residences, duplexes or mobile home residences that receive individual curbside collection of solid waste and do not share containers with other residents.

*Overflow or overflowing solid waste* means solid waste of non-residential customers that is deposited on the ground outside of a solid waste container, or excess solid waste that has been piled onto a solid waste container that is already full to such an extent that the excess solid waste will spill onto the ground in the emptying process, requiring more than minimal manual cleanup of waste from the ground.

*Place of business* means any place of business in the town or franchise service area, other than multiple dwellings, motels or mobile home parks, to conduct or carry on principally or exclusively any pursuit or occupation for the purpose of gaining a livelihood.

*Premises* means a commercial or residential lot, together with any buildings, improvements, and personal property located thereon.

*Public building* means office buildings, clubs, churches, schools, hospitals or other places of similar character, but does not include town-owned buildings that primarily accommodate government functions.

*Putrescible* means capable of being decomposed by microorganisms with sufficient rapidity as to cause nuisances from odor or gasses.

*Recyclable materials or recyclables* shall mean a source-separated commodity which is sold for compensation, or given away, but which is not discarded into the residential or commercial waste stream. A recyclable material which is discarded into the residential or commercial waste stream loses its character as recyclable material and becomes solid waste, subject to this article.

*Recycling center* means a facility designed and operated to receive, store, process, or transfer recyclable material which has been separated at the source from other solid waste.

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*Refuse* means those discarded materials that have no useful physical, chemical, or biological properties after serving their original purpose and that cannot be reused or recycled for the same or other purposes.

*Residual solid waste* means an insubstantial amount of non-permitted material, as determined by the solid waste management authority, that remains or is left after the separation and removal of legitimate recyclable materials, that cannot be recycled and that must be disposed of as solid waste.

*Rubbish* means nonputrescible wastes, other than source-separated recyclables, that have been discarded or abandoned such as paper, cardboard, automobiles, cans, wood, glass, bedding, crockery and similar materials.

*Sewage waste* means any solid or semisolid waste, including biosolids, sludge, screenings and grit, excluding septic waste and grease trap waste.

*Single-family residence* means a building or dwelling designed or used for single family residential occupancy, where only a licensed home occupation business may be conducted, and includes a mobile home, apartment and other unit in a multiple dwelling which receives individual and heavy and bulky item collection.

*Solid waste* means all putrescible and nonputrescible materials in solid or semisolid form that have been discarded or abandoned by their owner, including garbage, rubbish, junk vehicles and parts, ashes or incinerator residue, street refuse, dead animals, construction or demolition waste, medical waste, sewage waste, recyclable materials that are not commingled with solid waste, and other refuse. The term "solid waste" does not include any of the following:

- (1) Hazardous waste managed pursuant to NRS 459.400 through 459.600, inclusive.
- (2) Agricultural waste or mining waste.

*Solid waste franchise agreement* means that certain exclusive agreement between the town and its franchisee by which such franchisee is authorized to collect, transport, and dispose of solid waste and perform curbside recyclables collection services in the town.

*Solid waste management authority* has the same meaning as defined in NRS 444.495, as amended.

*Transfer station* shall mean any of the in-county facilities operated by franchisee, where solid waste or recyclable materials are disposed of, processed, recycled, or transferred for disposal or recycling, including a materials recovery facility.

*Town* means the unincorporated Town of Pahrump, Nevada, including its town manager and town board.

*Town board* means the duly elected and/or appointed members of the Town Board of the unincorporated Town of Pahrump, Nevada.

*Unforeseen economic circumstance* means:

- (1) A percentage change in the CPI for a given consecutive twelve-month period that is greater than ten percent or below zero (a decrease);
- (2) An adverse economic occurrence beyond a franchisee's reasonable control, including but not limited to, adoption of laws, rules, or regulations impacting franchisee's:
  - a. Utilization of its collection equipment (i.e., changes in vehicle emission requirements and/or collection standards);
  - b. Ability to provide additional collection services as required by the town or other governmental entity; or
- (3) A finding by the town board or other governmental entity that there have been economic occurrences during that period that have caused specific additional economic costs upon a franchisee which are unexpected and not recoverable, nor properly reflected or accounted for in changes to the CPI during that period. As approved by the town board and set forth in the solid

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waste franchise agreement, franchisee shall be permitted to pass through such anticipated fuel costs to its customers in accordance with the fuel rate standards adopted and published by the Energy Information Administration (EIA), "west coast," which surcharge shall be reflected as a separate and distinct line item on all customer billings and invoices. Price adjustments shall not be permitted to be assessed more than one time per month upon submission by franchisee and approval of same from the town manager.

(Ord. No. 43, 6-31-2009)

### **Sec. 20-51. Provisions for collection and disposal of solid waste in franchise area.**

The Town Board of the Town of Pahrump may, by contract or franchise agreement, or in any manner such town board members may deem necessary for the protection of the health, safety, and welfare of the inhabitants of the town, provide for the collection and disposal of solid waste and recyclables from residences, multiple dwellings with or without kitchen facilities, places of business and public buildings, at the expense of the town or otherwise.

(Ord. No. 43, 6-31-2009)

### **Sec. 20-52. Franchisee subject to rules and regulations.**

- (a) *Grant of exclusive franchise.* A franchisee entering into an exclusive solid waste franchise agreement or contract with the town to collect, transport, process, or dispose of solid waste, hazardous waste or recyclable materials, shall be subject to the ordinances, rules, and regulations of the town, the State of Nevada, by and through the Nevada Department of Environmental Protection, and the federal government. Franchisee shall pay a quarterly franchise fee based on its gross receipts derived from the collection of solid waste for the preceding calendar quarter, as approved by the town board and specified in the solid waste franchise agreement.
- (b) *Solid waste handling and medical waste collection.* The franchisee entering into a solid waste franchise agreement or contract with the town for collecting, transporting, processing, or disposal of solid waste shall have the exclusive right to provide all solid waste handling and medical waste collection services within the franchise service area. Franchisee shall provide curbside collection of solid waste to all generators, including residences and business establishments within the franchise service area. Except as otherwise specifically provided in this chapter, no other person or entity shall collect solid waste within the franchise service area in return for any compensation. Franchisee shall also have the exclusive right to provide debris boxes/roll offs for the collection of solid waste materials (including, but not limited to, construction or demolition debris) from construction sites, commercial sites, residential sites, and agricultural sites. The town and/or its franchisee shall take all required corrective actions against any violation of franchisee's exclusive rights conferred under this chapter and/or solid waste franchise agreement.
- (c) *Curbside recycling collection.* Franchisee shall have the sole and exclusive right to provide curbside recycling collection within the franchise service area, and collect recyclable solid waste within the franchise service area in exchange for compensation from the generator. This subsection shall not limit franchisee from collecting recyclable materials for no compensation, nor shall it prohibit franchisee from purchasing recyclable materials. Except as otherwise provided in this chapter, no other person or entity shall collect or recycle curbside recyclable materials within the franchise service area in return for compensation.
- (d) *Transportation and disposal of collected materials.* Franchisee shall have the sole and exclusive right and obligation to collect solid waste and recyclable materials for compensation, and franchisee shall have the sole and exclusive right and obligation to transport all solid waste and recyclable materials from the point of collection to any appropriate transfer station, storage, sorting, processing, or buy-back facility or properly designated disposal facility for compensation. Except as otherwise provided in this chapter, no other person or entity shall transport or dispose of solid waste or recyclable materials within the franchise service area in return for compensation.

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- (e) *Additional services.* Franchisee shall have the right of first refusal to provide any other exclusive services concerning solid waste, recyclable materials, or any other classification of wastes or recyclable/reusable materials not granted specifically under this chapter or solid waste franchise agreement. Any request for such new services to be provided by franchisee shall be made by town pursuant to this chapter and the solid waste franchise agreement.
- (f) *Annual clean up week.* For either one week during the month of either March, April, or May during a week mutually satisfactory to town and franchisee, or other town sponsored clean-up events, franchisee shall collect without additional charge up to one cubic yard (seven 32-gallon cans or equivalent) of solid waste from each residential customer within the town, provided that such items are placed at curbside in 32-gallon cans, company-issued carts, bags, or bundled.

Franchisee will make special arrangements with the waste generator for collection of non-hazardous bulky waste materials which cannot be collected at curbside.

(Ord. No. 43, 6-31-2009)

### **Sec. 20-53.Franchise service area.**

The exclusive solid waste franchise agreement granted by this chapter shall be applicable to all residential and commercial areas within the current boundaries of the unincorporated Town of Pahrump, and any geographical expansions thereto. Should the town, at any point, incorporate or otherwise change its entity status, such change in status shall not in any way impair the exclusive rights, privileges, and obligations conferred upon franchisee under this chapter and the solid waste franchise agreement, which rights, privileges, and obligations shall remain in full force and effect.

(Ord. No. 43, 6-31-2009)

### **Sec. 20-54.Mandatory subscription, collection of delinquent charges, fees, penalties, and exclusions.**

- (a) Except as otherwise provided in subpart (e)(4) below, it shall be mandatory for any person owning, occupying or managing any premises in the town which is connected to electrical service to subscribe to solid waste collection service provided by the town or its authorized franchisee, and to pay the charges set forth in the solid waste franchise agreement and as specified in this chapter if any complaints from neighbors are received by the town or franchisee.
- (b) All charges for regular or periodic service provided by the town, its franchisee, or their duly appointed agents, pursuant to this chapter, shall be billed on the first business day of the quarterly or monthly billing period, as applicable, and shall be due and payable on the last day of the billing month; provided, however, that charges for on-call service may be billed at the time of service. All charges for services under this chapter, including the penalties for delinquent payment, shall constitute a debt and obligation of the legal owner of the premises, and such person shall be liable therefore in a civil action commenced by the town or its franchisee in any court of competent jurisdiction for the recovery of such charges and penalties.
- (c) If any person fails to pay the charges authorized by the day they become due and payable, a penalty shall be added thereto of \$3.00 per quarter (or fraction thereof) for residential accounts and two percent per month (or fraction thereof) of the delinquent amount for commercial accounts.
- (d) A customer shall be entitled to a refund of any advance payment for service he or she has made upon presenting proof that a connection to electrical service did not exist at the customer's premises during the entire billing period for which the advance payment was made, or upon presenting proof that he or she has self-hauled solid waste from his or her premises at least once every 21 days for the collection period in which an exemption is sought. All refunds from the franchisee to a customer shall be paid within 30 days from the date of the customer's request for reimbursement or date of franchisee's knowledge that a refund is owed.

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- (e) This article shall not apply to nor prohibit:
- (1) Gardeners and landscapers from collecting and/or transporting green waste directly resulting from such gardening or landscaping activities;
  - (2) Any person from selling recyclable materials or giving away free of charge recyclable materials to persons or entities other than franchisee; provided however, in either instance:
    - a. The recyclable materials must be source-separated by the generator and not co-mingled with other solid waste; and
    - b. The seller/donor may not pay the buyer/donee any consideration, directly or indirectly, for the collection, processing, and/or transferring of such recyclable materials. Any rebate, discount, or reduction of price for collection, disposal and/or recycling services of any form of source-separated or co-mingled recyclable solid waste is not a sale or donation of recyclable materials within the meaning of this exclusion.
  - (3) Any person from self-hauling solid waste generated at his or her own single family residence or generated at his family's, friend's or neighbor's single family residence, provided that such person does not receive compensation for such hauling;
  - (4) Any person from not subscribing to solid waste collection service for his or her single-family residence if:
    - a. Such single-family residence is not inhabited either full-time or part time, or
    - b. Such person is self-hauling all solid waste generated at his or her single-family residence to a duly licensed and permitted disposal facility.
      - In order to not subscribe to solid waste collection service pursuant to this section, a person must be free of any complaints levied against them by neighbors to the town relating to solid waste or provide proof that the premises is not inhabited, such as proof that no electrical service to the premises is provided, or provide proof for the collection period in which an exception is sought that the person has self-hauled all solid waste from his or her premises at least once every 21 days to a duly licensed and permitted solid waste disposal facility. A reasonable fee, as approved by the town board and set forth in the solid waste franchise agreement may be charged to establish or re-establish service to a premises when service is requested.
  - (5) Any business entity from recycling within its operation any internally used or produced item, which in the normal course of business would be transferred from one branch, subsidiary, or agent to another branch, agent, or subsidiary, and does not involve co-mingling of said recyclables with recyclable materials generated outside of the normal business operation, or being co-mingled with other solid waste;
  - (6) Nothing in this chapter is intended to or shall be construed to excuse any person or entity from obtaining all appropriate authorizations and/or permits from the town, or as otherwise required by law.

(Ord. No. 43, 6-31-2009)

### **Sec. 20-55.Prohibited methods of disposal.**

It is unlawful for any person to:

- (1) Throw or deposit, or cause to be thrown or deposited, in any street, alley, gutter or highway within the town, any solid waste, hazardous waste or recyclables.
- (2) Throw or deposit, or cause to be thrown or deposited, any solid waste, hazardous waste or recyclables upon the public or private property or premises or into the container [of] any other

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person, business, or entity within the town, unless the container is designated for public use except as may be provided for in this chapter.

- (3) Place, deposit or accumulate, or cause to be placed, deposited or accumulated, any solid waste, hazardous waste or recyclables in such a manner, or permit the same to remain on his or her premises in such condition so that the same may be blown or carried over to public or other private property by any means whatsoever.
- (4) Allow solid waste and hazardous waste to accumulate upon the premises under his or her control in an amount which is detrimental to the public health or safety or which results in unsightly or unsanitary conditions.
- (5) Throw or deposit, or cause to be thrown or deposited, any solid waste, hazardous waste or recyclables in any areas of the town not designated, authorized or licensed by town for deposit of these materials.
- (6) Hire, contract, or pay compensation for the services of any unlicensed hauler to collect, transport, or dispose of solid waste.
- (7) Identification of the owner of any solid waste which is disposed of in violation of this section creates a reasonable inference that the owner is the person who disposed of the solid waste. The fact that the disposal of the solid waste was not witnessed does not, in and of itself, preclude the identification of its owner.

(Ord. No. 43, 6-31-2009)

### **Sec. 20-56. Burning of solid waste or recyclables.**

It is unlawful for any person, for the purpose of disposal of solid waste, hazardous waste or recyclable materials by burning, to kindle or maintain any bonfire, or knowingly to furnish the materials for any such fire, or to authorize any such fire to be kindled or maintained in any solid waste, hazardous waste or recyclables container, or on any street, alley, road, land or other public grounds or upon any private property, within the town, unless a written permit to do so shall first have been secured from the town fire department; provided, however, that solid waste and infectious waste may be burned in an incinerator duly approved by the fire chief, the building inspector, and the air pollution control officer.

(Ord. No. 43, 6-31-2009)

### **Sec. 20-57. Collecting or transporting of solid waste or recyclables.**

Except in case of an emergency declared by the town board under [section 20-58](#), it is unlawful for any person, other than the town, its franchisee or their duly appointed agents, to collect or transport any solid waste, or provide curbside recyclables collection service; provided, however, that:

- (1) Any duly licensed and permitted septic tank or grease trap pumpers, licensed yard maintenance services and tree trimmers may transport those materials accumulated in or generated by the performance of licensed services to a transfer station or a disposal site operated by the town or its franchisee.
- (2) Any person may directly deposit his or her own solid waste or that of their family, friends, or neighbors to a duly permitted transfer station or a disposal site operated by the town or its franchisee as long as that person is not compensated in any manner for doing so.
- (3) Any person may directly transport source-separated recyclables of his or her family, friends or neighbors to recycling centers or drop-off centers as long as that person does not receive any compensation for doing so.
- (4) A commercial recycler or a charitable organization qualified under the Federal Internal Revenue Code may collect source-separated recyclables from any premises at the express request of the

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owner, tenant or occupant and may transport those recyclables to drop-off centers or recycling centers.

(Ord. No. 43, 6-31-2009)

### **Sec. 20-58. Emergency collections.**

- (a) In the event of an interruption in the collection, transportation or disposal of solid waste and recyclable materials by the town or its franchisee, problems affecting the public health, safety and welfare may arise. These problems may include increases in pathogens, vectors, fire hazards, unsightly litter, odor and traffic hazards from the accumulation of solid waste and recyclables. The purpose of this section is to provide for the temporary collection, transportation and disposal of solid waste and recyclables by private citizens, during such declared emergency, in order to minimize the adverse impact on the public health, safety and general welfare arising from an interruption in the collection, transportation and disposal of solid waste and recyclables.
- (b) In the event of an interruption in the collection, transporting or disposal of solid waste and recyclables by the town or its franchisee, the town board may declare an emergency, upon adoption of such declared emergency by a four-fifths vote.
- (c) If the town Board declares an emergency under subsection (b) of this section, the provisions of [section 20-57](#), which relate to collecting and transporting of solid waste and recyclables, shall be suspended and the following provisions shall apply until the date specified in the declaration of emergency or in a subsequent declaration:
  - (1) The town manager may designate, establish, operate, and maintain temporary; emergency collection areas for solid waste and recyclables;
  - (2) Any person may transport his or her own solid waste and recyclables or that of their family, friends, or neighbors generated at such residence and/or business to a designated temporary emergency collection area; and
  - (3) Until hauled to a designated temporary emergency collection area, all putrescible solid waste shall be stored indoors in securely tied plastic bags or outdoors in containers which will not permit access by flies or animals or constitute a fire hazard.

(Ord. No. 43, 6-31-2009)

### **Sec. 20-59. Interference with containers prohibited.**

- (a) It is unlawful for any person other than the owner, the town or its franchisee, or their duly appointed agents, to interfere in any manner with any containers containing solid waste or recyclables or to remove any such container from the location where placed for pickup by the town or its franchisee.
- (b) It is unlawful for any person, other than the operator of a drop-off center, or its duly appointed agent, to interfere with or remove any recyclables from a drop-off center.

(Ord. No. 43, 6-31-2009)

### **Sec. 20-60. Requirements as to carts and vehicles.**

It is unlawful to use any cart or vehicle for the transportation or removal of solid waste or recyclables unless such cart or vehicle is appropriately constructed and covered in accordance with NRS ch. 484 to prevent or minimize odors from or leakage, sifting, spilling, drifting or blowing of such solid waste or recyclables in or upon the streets through which such cart or vehicle may be driven.

(Ord. No. 43, 6-31-2009)

**Sec. 20-61. Containers required.**

Every person owning or managing any premises, or any person responsible for obtaining solid waste disposal service at any premises, except as otherwise provided in this chapter, shall receive one or more containers provided by franchisee, sufficient for the depositing of all solid waste from the premises pursuant to the minimum container requirements of this chapter. The solid waste franchisee may rent or sell solid waste containers to its customers pursuant to the rates approved by the town board and specified in the solid waste franchise agreement, but responsibility for placement of such rented containers remains with the person owning or managing the premises.

(Ord. No. 43, 6-31-2009)

**Sec. 20-62. Container requirements.**

- (a) At any residence that receives individual curbside collection service, each container provided by franchisee shall be designed and be capable of being emptied by mechanical or hydraulic equipment.
- (b) Except for manual type drop-box containers listed in this chapter, solid waste containers shall be constructed watertight and shall be equipped with handles and covers appropriate to the container design. Each such container and cover provided by franchisee shall be made of a material approved for such use by the town. Covers shall not be removed except when necessary to place solid waste therein. Each container and its cover shall be kept clean by customers from accumulating grease and decomposing material.
- (c) Any non-residential customer who has a container overflowing with solid waste at the time of collection shall be subject to an overflow charge pursuant to [section 20-70](#) of this chapter.

(Ord. No. 43, 6-31-2009)

**Sec. 20-63. Removal of contents of containers prohibited.**

- (a) No person other than the owner, town, its franchisee (or franchisee's agents) may remove any solid waste or recyclables from the solid waste containers or recyclables containers that are intended for pickup by the franchisee as part of its solid waste collection and recyclables collection programs;
- (b) No person other than the owner or operator of a drop-off center, or their authorized agents, may remove recyclables from the drop-off center or recyclables that have been bundled, boxed, tied or otherwise collected and placed adjacent to the drop-off center.

(Ord. No. 43, 6-31-2009)

**Sec. 20-64. Solid waste to be placed in containers—Exceptions.**

- (a) All solid waste shall be placed in an appropriately sized container; provided, however, that in a residential district under the zoning and/or land use regulations of the town, tree trimmings, scrap lumber, and other such solid waste may be bundled in accordance with subsection (b), if securely tied and placed at curbside on a scheduled collection day.
- (b) Items bundled pursuant to this section shall not exceed three feet in length nor weigh more than 50 pounds.

(Ord. No. 43, 6-31-2009)

**Sec. 20-65. Containers in residential areas removed from public view—Placement for collection.**

- (a) It is unlawful in any district classified as residential district, under the zoning regulations of the town to place, keep, store or locate within the public right-of-way of a street or sidewalk, any solid waste or recycling container; provided, however, that such container may be placed within such area, but not within vehicle lanes so as to permit unimpeded passage or vehicular traffic, for the purpose of the collection thereof no earlier than 2:00 p.m. on the day prior to a designated collection day and must be removed no later than midnight on the designated collection day.
- (b) A franchisee shall not be required to pick up solid waste or recyclables from any location that the franchisee, subject to the town's approval, determines is not safe to access with its disposal vehicles due to space limitations restricting vehicle access or maneuverability, including maneuvers requiring the unsafe backing up of vehicles.

(Ord. No. 43, 6-31-2009)

**Sec. 20-66. Storage of containers in commercial areas.**

On any multi-family, commercial or industrial premises, it is unlawful to place, keep, store or locate any solid waste or recyclables container within the right-of-way of a street, sidewalk or alley. Containers shall be stored within an enclosure if an enclosure was required in connection with development approval or is otherwise provided on the premises.

(Ord. No. 43, 6-31-2009)

**Sec. 20-67. Charges—Residential and multiple dwellings.**

- (a) The charges for collecting, transporting and disposing of solid waste, and collecting and transporting recyclables, at residential premises shall be determined by approval by the town board and set forth in the solid waste franchise agreement irrespective of occupancy. The town manager, its franchisee and specific property owners in designated controlled areas may agree upon alternate collection schedules for specified test periods for the purpose of testing alternate collection/recycling options.
- (b) The charges for collecting, transporting and disposing of solid waste at multiple dwellings, and for multiple dwellings up to three dwelling units as the individual living units therein, shall be determined by approval by the town board and set forth in the solid waste franchise agreement regardless of whether any of the units are vacant. Multiple dwellings shall provide a minimum of one 95-gallon mobile solid waste container, and shall be allowed no more than two 96-gallon mobile containers, for use by the occupants of the premises.
- (c) A multiple dwelling generating solid waste in excess of two 96-gallon mobile containers will be required to replace the two mobile containers with one or more cubic yard type containers sufficient to store the solid waste generated on the premises until its scheduled collection day to prevent overflow. Any overflow shall be subject to overflow charges in accordance with [section 20-70](#) of this chapter.
- (d) All charges for single-family residences, duplexes and multiple dwellings pursuant to this section shall be billed quarterly in advance, subject to applicable CPI rate adjustments made pursuant to this chapter, and in accordance with the solid waste franchise agreement.

(Ord. No. 43, 6-31-2009)

**Sec. 20-68. Same—Places of business and public buildings.**

- (a) Unless specifically excepted in this article, franchisee shall charge for collecting, transporting and disposing of solid waste from places of business and public buildings a fee determined by the

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number and type of containers required by each such place of business or public building and by the number of collections each week in accordance with the solid waste franchise agreement. The franchisee shall charge for collecting, transporting and disposing of compacted solid waste, from containers other than compaction-type drop boxes, three times the otherwise applicable charge.

- (b) Each place of business or public building premises shall provide a minimum of one 96-gallon mobile container for depositing its solid waste, and shall be allowed no more than two 96-gallon mobile containers. Premises generating solid waste in excess of two 96-gallon mobile containers shall replace the two mobile containers with one or more cubic-yard containers sufficient to store, and prevent overflow of, the solid waste generated on the premises until its scheduled collection day. Any overflow shall be subject to overflow charges in accordance with [section 20-71](#) of this chapter.
- (c) All monthly charges approved by the town board and set forth in the solid waste franchise agreement shall be billed as set forth therein. All charges set forth in this section shall be subject to applicable CPI rate adjustments made in accordance with the solid waste franchise agreement.
- (d) Rates for contracted solid waste compactor service shall be set in accordance with compactor size and number of pulls per week as approved by the town board and set forth in the solid waste franchise agreement and subject to applicable CPI rate adjustments authorized pursuant to this chapter.

(Ord. No. 43, 6-31-2009)

### **Sec. 20-69. Same—Container rentals—One-time on-call collections.**

The franchisee shall be permitted to charge for container rentals and special one-time collection for single-family residences, multiple dwellings, places of business and public buildings a fee as approved by the town board and set forth in the solid waste franchise agreement and subject to applicable CPI adjustments therewith, depending on the container size rented.

(Ord. No. 43, 6-31-2009)

### **Sec. 20-70. Same—Overflowing solid waste.**

- (a) The owner of a premises, other than a premises of a single-family residence, duplex or mobile home park with individual solid waste collection service, whose solid waste container or containers have overflowing solid waste prior to being emptied on collection day, shall be subject to an overflow charge, which may be billed at the time of service as an on-call service, in the amount approved by the town board and set forth in the solid waste franchise agreement subject to applicable CPI adjustments authorized under this chapter.
- (b) No overflow charges may be assessed:
  - (1) Until written notice of an overflow delivered by regular U.S. mail, e-mail, facsimile or personal delivery has been provided to the owner or manager of the premises, and a subsequent overflow occurs at the premises within 90 days:
    - a. After such notice has been given; or
    - b. After the last overflow charge has been assessed at the premises, and there is significant overflow from the container as defined in this chapter and as evidenced by a photograph, and the overflow actually has been collected by the town or its franchisee.
  - (2) For overflow that is caused by a prior collection being missed or being performed improperly, or by containers being repositioned by a franchisee after collection such that a container is inaccessible to tenants of the premises resulting in overuse of and overflow occurring in another container.
  - (3) For overflow that is caused because the time of day of collection was more than four hours later than the time of day when the last regularly scheduled collection occurred.

- (c) Overflow charges assessed pursuant to this chapter may be waived by the town manager, or his/her designee, or a franchisee if it is determined that the owner or manager of the premises has taken reasonable steps to avoid future overflows, including but not limited to, increasing the container capacity and/or collection frequency on the premises, installing locks on the lids of the containers and/or on access gates to curtail illegal dumping by third parties, or other property-management measures designed to avoid overflows.

(Ord. No. 43, 6-31-2009)

**Sec. 20-71.Same—Medical waste.**

A franchisee's basic and additional service charges per container for preparation, collection, transportation and disposal of medical waste, and the charges for the optional purchase and rental of medical waste containers shall be determined in accordance with the service level utilized, as approved by the town board and set forth in the solid waste franchise agreement. All charges for medical waste service, except for on-call service, which will be billed at the time of service, shall be billed monthly in advance.

(Ord. No. 43, 6-31-2009)

**Sec. 20-72.Same—Sewage waste.**

The franchisee shall charge rates as approved by the town board and set forth in the solid waste franchise agreement for sewage waste disposal service.

(Ord. No. 43, 6-31-2009)

**Sec. 20-73.Charges not applicable to certain types of waste.**

The charges specified in the solid waste franchise agreement and this chapter for collecting, transporting and disposing of solid waste shall not apply to septic tank waste, grease trap waste, or landscaping or tree-trimming waste handled in accordance with this chapter, and franchisee may set its own rates for the collection, transportation and disposal of such solid waste.

(Ord. No. 43, 6-31-2009)

**Sec. 20-74.Charges—Billing—Penalty—Lien.**

All solid waste collection charges or fees authorized and established by this chapter, including any penalties assessed under [section 20-54](#), shall constitute a lien upon the real property of the premises served until such charges and fees have been paid. Such lien shall be enforced in the manner specified in NRS 444.520.

(Ord. No. 43, 6-31-2009)

**Sec. 20-75.Same—Rate changes.**

- (a) The rates and charges established pursuant to this chapter shall be adjusted annually, based upon the percentages of change in the CPI.
- (b) Rate adjustments shall be made effective July 1 each year, and shall be based upon the percentage change in the annual average of the CPI for the 12-month period ending December 31 immediately preceding the effective date of the rate adjustment.
- (c) In addition to a fuel surcharge, when an unforeseen economic circumstance has occurred during a given 12-month period, the town board may consider and may approve a method for adjusting rates

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which is not based on changes to the CPI. In any year following a period when the adjustment to rates was based on some other method, rate adjustments shall again be based on changes in the CPI. A minimum of one annual rate adjustment, based upon the CPI method, must occur between annual rate adjustments based on methods other than the CPI method.

- (d) In the event the County of Nye imposes tipping fees or dump fees upon franchisee, franchisee may recover those fees actually paid by franchisee to county without petition and/or consent of the town board, and may pass through such increases to franchisee's customers in order to recover such costs.

(Ord. No. 43, 6-31-2009)

### **Sec. 20-76. Customer service standards.**

- (a) Franchisee shall be required to implement a complaint resolution procedure to handle all complaints receive[d] by either the town or franchisee. The complaint resolution procedure shall include:
  - (1) Franchisee recording all complaints and making every effort to investigate and resolve them within 48 hours of receipt.
- (b) If the town is not satisfied with the franchisee's proposed resolution of a complaint, the town manager shall have the authority to direct the franchisee to resolve the complaint in a manner that is satisfactory to the town.
- (c) Upon request, the franchisee shall provide town with a written monthly report, in a form satisfactory to the town, summarizing the complaints received by the franchisee and the resolutions thereof for the preceding month.
- (d) Franchisee shall designate a person, and provide contact information, for town to contact in connection with complaints received by the town.

(Ord. No. 43, 6-31-2009)

### **Sec. 20-77. Repair and replacement standards for franchisee's containers.**

- (a) If a solid waste container supplied by franchisee to a customer receives damage caused by franchisee's own actions or through normal wear and tear, franchisee shall, at its own cost, fix or replace the container no later than seven calendar days after franchisee has been notified of the damage.
- (b) For purposes of this section, franchisee shall be deemed to have been notified that a container has been damaged when franchisee's collection worker arrives to collect the solid waste from a container and finds the container damaged, or when a premises owner or manager notifies franchisee in writing or by phone that a container is damaged, whichever occurs first.
- (c) If franchisee misses or improperly performs a scheduled collection for a non-residential customer, resulting in solid waste that the customer has properly put out for collection not being collected, within 24 hours of receiving notice of such missed or improper collection franchisee shall send a second vehicle to the premises to properly collect such solid waste.
- (d) If franchisee fails to fix or replace one of its damaged solid waste containers rented by a non-residential customer, or correct a missed or improper collection, or properly position a container for a non-residential customer, in accordance with this section, franchisee shall automatically issue a pro-rata credit to such customer's account until the damaged or misplaced container is serviceable or properly placed, or for the missed or improper collection, based on the charges for regularly scheduled collection service to the premises for the applicable billing period, regardless of whether the customer makes any request for such a credit.

(Ord. No. 43, 6-31-2009)

**Sec. 20-78.Solid and hazardous waste a nuisance.**

Solid waste and hazardous waste, as defined and for the purposes of this chapter, are deemed a nuisance per se.

(Ord. No. 43, 6-31-2009)

**Sec. 20-79.Unauthorized disposal prohibited.**

No solid waste or hazardous waste collected from the public and private places and premises in the town shall be deposited at any place within the town limits except at a properly permitted materials recovery facility or solid waste disposal facility legally authorized by the town, or such solid waste management authority having jurisdiction over such facility.

(Ord. No. 43, 6-31-2009)

**Sec. 20-80.Penalty for violation.**

(a) Any person violating any of the provisions of this article shall be guilty of a misdemeanor and subject to the following penalties:

- (1) Upon conviction of a first offense shall be sentenced to pay a fine of not less than \$200.00 nor more than \$1,000.00, or by imprisonment for not more than six months in the town jail, or by both such fine and imprisonment.
- (2) Upon conviction of a second offense shall be sentenced to a pay a fine of not less than \$500.00 nor more than \$1,000.00 or by imprisonment for not more than six months in the town jail, or by both such fine and imprisonment.
- (3) Upon conviction of a third offense shall be sentenced to pay a fine of not less than \$1,000.00 and be imprisoned for a minimum of ten days in the town jail, not to exceed six months.

(b) Every day that a violation occurs, exists, or is allowed to exist or continue, shall constitute a separate offense.

(Ord. No. 43, 6-31-2009)

**Sec. 20-81.Injunctive relief**

The town and/or its franchisee, in addition to the remedies and penalties above named, may seek injunctive relief against any violator of this chapter, with or without prior notice, to prevent or correct any solid waste, hazardous waste or recyclable materials problem.

(Ord. No. 43, 6-31-2009)

**Sec. 20-82.Rights of owners to dispose of recyclable materials.**

Nothing in this chapter shall limit the right of any person to donate, sell, or otherwise legally dispose of his or her source-separated recyclable materials.

(Ord. No. 43, 6-31-2009)

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FOOTNOTE(S):

--- (2) ---

**Editor's note**— Ord. No. 43, adopted June 31, 2009, did not specifically amend the Code; hence, inclusion herein as superseding former Art. III, §§ 20-48—20-60, was at the editor's discretion. The former Art. III derived from Ord. No. 43, 11-13-2003. See also the Code Comparative Table. ([Back](#))

## **Chapter 21RESERVED**

## **Chapter 22TAXATION** <sup>[1]</sup>

### [ARTICLE I. - IN GENERAL](#)

### [ARTICLE II. - ROOM TAX](#)

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FOOTNOTE(S):

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--- (1) ---

**State Law reference**— Taxation for unincorporated towns, NRS 269.115 et seq.; taxes, fines and forfeitures paid to county treasurer, NRS 269.095. ([Back](#))

### **ARTICLE I.IN GENERAL**

[Secs. 22-1—22-18. Reserved.](#)

**Secs. 22-1—22-18.Reserved.**

### **ARTICLE II.ROOM TAX**

[Sec. 22-19. Definitions.](#)

[Sec. 22-20. Tax, imposition and rate.](#)

[Sec. 22-21. Exemptions.](#)

[Sec. 22-22. License required to operate rental business violation.](#)

[Sec. 22-23. Collection.](#)

[Sec. 22-24. License revocation, license reinstatement and collection.](#)

[Sec. 22-25. Payment to county treasurer; delinquency.](#)

[Sec. 22-26. Interest and penalty.](#)

[Sec. 22-27. Liens; notice; hearing.](#)

[Sec. 22-28. Display of notice.](#)

[Sec. 22-29. Administration and enforcement.](#)

[Sec. 22-30. Tax proceeds.](#)

[Sec. 22-31. Unused proceeds.](#)

[Sec. 22-32. Fees, fines and charges as a debt to the town.](#)

### **Sec. 22-19. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Arena board* means the arena advisory board as appointed by the town board.

*County treasurer* means the county treasurer acting on behalf of the town in collection of taxes.

*Economic development board* means the Economic Development Advisory Board as appointed by the town board.

*Lessee* means any person renting rooms or accommodations from a licensee.

*Pahrump/Nye County Fairgrounds & Recreation Advisory Board* means the Fairgrounds Development Board as appointed by the town board.

*Parks and recreation board* means the parks and recreation advisory board as appointed by the town board.

*Person* means any person, partnership, firm or corporation operating a rental business.

*Rental business* means the operation of any hotel, motel, auto court, lodge, lodginghouse, apartment house, condominium, hotel, roominghouse, guesthouse, trailer court, trailer park, time-share project, recreational vehicles court, recreational vehicle park, tourist camp, ranch resort, guest ranch, bed and breakfast, cabin, or other accommodations having three or more rooms and spaces.

*Room tax* means the tax imposed by this article, and by the authority of NRS 269.170, and all amendments thereto.

*Tax administrator* means the town finance director or his designee.

(Ord. No. 32, § 32.010, 7-23-1992; Ord. of 8-14-2001; Ord. of 9-28-2004)

### **Sec. 22-20. Tax, imposition and rate.**

- (a) *Room tax—Mandatory; basis.* There is a fixed and imposed license tax for revenue and regulation on every licensee operating a rental business within the town, to be known as a room tax, in addition to all existing license taxes now in effect, in the amount of nine percent of the gross income derived from room rentals received from each licensee from renting rooms and accommodations within the town.
- (b) *Same—Imposed where accommodations furnished to public.* The room tax is to be fixed and imposed upon every building or structure kept as, used as, maintained as, or held out to the public to be a place where sleeping and rooming accommodations are furnished to the public, whether with or without meals.
- (c) *Same—Applicable length of stay.* The room tax shall be applicable to lessees of up to 28 days regardless of the length of stay contemplated or completed, and the room tax shall be unaffected by the manner or amount of payment.
- (d) *Computation for RV parks.* A base sum shall be charged per day for the use of a recreational vehicle court space by any person. This sum shall be adjusted annually each November by the town

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manager based on the average daily cost of the three largest RV parks in the town. This fee will be charged per day when the stay is less than 29 consecutive days. If the normal time for a membership or affiliate membership is extended then the consecutive days will begin with the extended time period. If a fee is collected to allow for an additional period of time then the normal room tax fee will be collected on the amount of the extended fee.

(Ord. No. 32, § 32.020, 7-23-1992; Ord. of 11-10-1997; Ord. of 8-14-2001; Ord. of 9-28-2004)

### **Sec. 22-21.Exemptions.**

There is exempt from the room tax any room or unit operated by a rental business that is comprised of a built-in kitchen or kitchenette that is rented for a period of 28 consecutive days or more to the same lessee, and is paid in advance for each period of occupancy. To be exempt, the kitchen or kitchenette must be affixed:

- (1) One stove or oven, or other food preparation unit; and
- (2) A refrigerator or icebox or other similar cold storage unit; and
- (3) A sink or basin, permanently attached to a wall or pipe or other proper part of the premises, designed to catch hot and cold water from the water system.

In the event any one of the three listed requirements is absent from the room or unit, the room or unit shall be considered within the purview of the nine percent room tax.

(Ord. No. 32, § 32.030, 7-23-1992; Ord. of 8-14-2001)

### **Sec. 22-22.License required to operate rental business violation.**

- (a) It is unlawful for any person, either for himself or for another person, to commence or to carry on any rental business within the town without first having procured a license from the county treasurer to do so; provided, however, that a licensee may secure such license within the ten days of the commencement of such rental business, or within ten days after the effective date of the ordinance codified in this section.
- (b) The carrying on of any such rental business without having first procured a license from the county treasurer shall constitute a separate violation of this article for each and every day that such a business is carried on.

(Ord. No. 32, § 32.040, 7-23-1992; Ord. of 8-14-2001)

### **Sec. 22-23.Collection.**

The licensee is required to add the amount of the room tax, fixed and imposed in this article, to the amount of the room rentals due from each lessee. The licensee is liable to the town for the full room tax regardless of whether or not the licensee collects the tax from the users, and regardless of whom the users may be.

(Ord. No. 32, § 32.050, 7-23-1992; Ord. of 8-14-2001)

### **Sec. 22-24.License revocation, license reinstatement and collection.**

- (a) If each tax, interest and penalty fees are not received on or before 30 days from the due date, then the operator's transient lodging license (i.e., hotel license, motel license, etc.) shall be deemed automatically revoked and business operations must immediately cease until such time as a valid transient lodging license is obtained. If the transient lodging license is revoked, all other licenses

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operated with and dependent upon the transient lodging license shall also be subject to simultaneous revocation.

- (b) The revoked transient lodging license may be reinstated by the finance director upon payment of the outstanding taxes, including all applicable interest and the administrative fees, plus a ten percent reinstatement fee. Upon nonrenewal for 90 days, a new application for licensure must be processed and must be accompanied by a payment of all delinquent transient lodging taxes, including applicable interest and administrative fees.

(Ord. of 9-28-2004)

### **Sec. 22-25.Payment to county treasurer; delinquency.**

Room tax shall become due and payable to the county treasurer on the first day of each month next succeeding the calendar month, or fraction thereof, during which the taxes accrued. They shall become delinquent after the last day of the same month.

(Ord. No. 32, § 32.060, 7-23-1992; Ord. of 8-14-2001)

### **Sec. 22-26.Interest and penalty.**

A licensee who fails to deliver room tax monies to the county treasurer on or before the due date set out in [section 22-25](#) shall pay a penalty consisting of ten percent of the monies owed, plus one percent, interest per month applied from the stated due date. The interest and penalty shall accrue from the due date of the first of the month.

(Ord. No. 32, § 32.070, 7-23-1992; Ord. of 8-14-2001)

### **Sec. 22-27.Liens; notice; hearing.**

Until paid, all room tax monies, interest and penalties shall constitute a perpetual lien on and against the affected premises, and such perpetual lien shall be prior and superior to all liens, claims and titles, other than those priorities established by law. Such lien may be foreclosed in the same manner as provided by the laws of the state.

(Ord. No. 32, § 32.080, 7-23-1992; Ord. of 8-14-2001)

### **Sec. 22-28.Display of notice.**

Each licensee shall prominently display on the main entrance into each room or suite of rooms leased and in the lobby at the registration desk for the business, a notice reading substantially as follows:

NOTICE: THIS BUSINESS IS REQUIRED BY LAW TO COLLECT A NINE PERCENT (9%) ROOM TAX.

(Ord. No. 32, § 32.090, 7-23-1992; Ord. of 11-10-1997; Ord. of 8-14-2001)

### **Sec. 22-29.Administration and enforcement.**

- (a) *Advisory town tourism board.* The town board shall appoint a five-person advisory board to review applications, on a periodic basis, but not less than quarterly, for grants from town nonprofit organizations to further the purposes of this article.

- (1) Applicants for grants from the room tax advisory board, under the provisions of this article, shall submit applications for said grants not less than one month prior to the next regularly scheduled

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meeting of the advisory board. Applications submitted after this one month deadline shall not be considered until the following regularly scheduled meeting of the advisory board.

- (2) The advisory board shall draft any rules and regulations for applications for funds from the town tourism fund as are deemed necessary by said board; provided, however, that said rules and regulations be subject to approval by the town board.
  - (3) The appointed advisory board members shall serve a term of two years.
  - (4) Empowerment. The town board is authorized and empowered to prescribe, adopt and enforce rules and regulations, by resolution, relating to the use, management and maintenance of any property, real or personal, acquired, constructed or installed through the proceeds of the tax imposed by this section.
- (b) *Tax administrator duties.* It shall be the duty of the tax administrator to issue written licenses as provided for in this article, in such form as may be prescribed by the tax administrator, to the rental business which shall keep the same posted in its place of business in a conspicuous place. The tax administrator or his duly authorized agents are empowered to examine and audit the books, papers and records of any person operating a rental business, and to make investigations in connection therewith.
- (c) *Records kept by operator.*
- (1) Each operator shall maintain daily records and monthly summaries that properly reflect the following minimum information:
    - a. Total rooms available and occupied;
    - b. Total rents received;
    - c. Total rents received that are not subject to the taxes and documentation to support such exemptions;
    - d. Guest folios or registration cards, including at a minimum, the occupant's name, room number, dates of occupancy, rent and taxes collected;
    - e. Total taxes collected as imposed by this chapter;
    - f. The number and dollar value of nonrevenue or complimentary rooms; and
    - g. The number of rooms included in package or promotional offerings, the total dollar value of the package, and the total dollar value allocated to room charges.
  - (2) Acceptable methods of maintaining the information required in subsection (c)(1) of this section include guest folios or registration cards, daily transaction reports, general ledgers, cash journals, and similarly accepted books of accounting maintained by a reasonable business person. In addition, operators will be required to provide copies of bank statements, financial statements (audited, if available) prepared by their independent accountant, tax returns and similar documents that can be used to support rents and exemptions.
  - (3) Each and every operator shall make their room rental records available during business hours for inspection by the director or his or her representatives which the director may designate for the collection of the taxes imposed by this chapter.
- (d) *Records kept by finance director confidential.* The director shall keep proper records of the taxes herein fixed and imposed which become due and which are collected, including, without limiting the generality of the foregoing, records of delinquent taxes, interest thereon and penalties therefrom. These records shall be deemed confidential and shall not be revealed in whole or in part to anyone except in the necessary administration of this chapter or as otherwise provided by law.

(Ord. No. 32, § 32.100, 7-23-1992; Ord. of 3-23-1993; Ord. of 8-14-2001; Ord. of 9-28-2004)

**Sec. 22-30. Tax proceeds.**

All taxes collected by the county treasurer shall be deposited in a separate fund to be designated and known as the Room Tax Fund and shall be expended therefrom in the same manner as other claims against the town, for the following purposes only:

- (1) Three-eighths of one percent of the amount collected shall be sent to the state as required by law in NRS 269.170 and amendments thereto;
- (2) Five-eighths of one percent of the amount collected shall be used to promote tourism in the town;
- (3) One percent shall be designated for the economic development of the town; and
- (4) One percent shall be designated for the fairgrounds; and
- (5) One-half of one percent shall be designated for the Pahrump Parks and Recreation Board; and
- (6) One-half of one percent shall be designated for the Pahrump Arena Board; and
- (7) Three percent shall be designated for the town to promote tourism; and
- (8) Two percent shall be designated for the airport.

(Ord. No. 32, § 32.110, 7-23-1992; Ord. of 11-10-1997; Ord. of 8-14-2001; Ord. of 3-25-2003; Ord. of 12-13-2011, § 1)

**Sec. 22-31. Unused proceeds.**

Any proceeds not used within a fiscal year shall be retained as designated in [section 22-30](#) in the individual fund and carried forward to the next fiscal year.

(Ord. No. 32, § 32.120, 7-23-1992; Ord. of 8-14-2001)

**Sec. 22-32. Fees, fines and charges as a debt to the town.**

The amount of any tax, fee, penalty, interest, fine or other charge under the provisions of this chapter shall constitute a debt to the town. Any person responsible pursuant to the provisions hereof for the payment of any such tax, fee, penalty, interest, fine or other charge shall be liable in any action brought in the name of the town in any court of competent jurisdiction for the amount of any such charge, all court costs, and attorney fees necessarily incurred by the town in the collection of any such fees or charges.

(Ord. No. 32, § 32.130, 7-23-1992; Ord. of 8-14-2001)

**Chapter 23 RESERVED**

**Chapter 24 TRAFFIC AND VEHICLES [u](#)**

[ARTICLE I. - IN GENERAL](#)

[ARTICLE II. - TRAFFIC LAWS](#)

[ARTICLE III. - COMMERCIAL VEHICLES](#)

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FOOTNOTE(S):

--- (1) ---

**State Law reference**— Vehicles, NRS ch. 480 et seq.; traffic laws, NRS ch. 484; motorcycles and similar vehicles, NRS ch. 486; respective powers of state and local authorities, NRS 484.777 et seq. ([Back](#))

## **ARTICLE I.IN GENERAL**

[Secs. 24-1—24-18. Reserved.](#)

**Secs. 24-1—24-18.Reserved.**

## **ARTICLE II.TRAFFIC LAWS**

[Sec. 24-19. Adoption of state traffic laws.](#)

[Sec. 24-20. Speed limit imposed.](#)

[Secs. 24-21—24-43. Reserved.](#)

### **Sec. 24-19.Adoption of state traffic laws.**

There is hereby adopted the current traffic regulations of NRS chs. 484 and 486, pursuant to NRS 484.777; establishes violations as misdemeanors, and adopts the standards, penalties and other matters as set forth in NRS chs. 484 and 486 in whole, as if the same were set out here in detail.

(Ord. No. 14, 3-6-1981)

### **Sec. 24-20.Speed limit imposed.**

It shall be unlawful for any person to ride, drive or operate a motor vehicle of any kind or character on any street, highway, alley or any other place within the limits of the town at a rate of speed in excess of the following:

- (1) In areas designated as school zones, the maximum allowable speed shall be 15 miles per hour;
- (2) On state highways, the maximum allowable speed shall be the maximum designated and posted by the state department of highways;
- (3) On all county streets and roads within the town except those streets and roads described in subsections (1), (4) and (5) of this section, the maximum allowable speed shall be 45 miles per hour;
- (4) On those streets and alleys within the areas described in this subsection, the maximum allowable speed shall be 25 miles per hour:

On Wilson Street, from State Highway 16 to Blagg Road;

On East Street, from State Highway 52 to Wilson Street;

On West Street, from State Highway 52 to Wilson Street;

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On First Street, from East Street to West Street;

On Second Street, from East Street to West Street;

On Third Street, from East Street to West Street;

On Fourth Street, from East Street to West Street;

On Basin Road, from State Highway 16 to the west boundary of the Community Arena property;

- (5) On all streets within the area bounded by Comstock Boulevard, North Comstock Circle, West Comstock Circle, South Comstock Circle and East Comstock Circle and more commonly known as Comstock Park, within the town, whether said speed is posted or not and in all other areas where specifically posted, the maximum allowable speed shall be 20 miles per hour.

(Ord. No. 4, § 72.020, 5-14-1971; Ord. of 5-23-1995)

### **Secs. 24-21—24-43.Reserved.**

### **ARTICLE III.COMMERCIAL VEHICLES**

[Sec. 24-44. Definitions.](#)

[Sec. 24-45. Authority to designate.](#)

[Sec. 24-46. Use of truck routes required.](#)

[Sec. 24-47. Parking, standing on public roads; exceptions.](#)

[Sec. 24-48. Exceptions.](#)

### **Sec. 24-44.Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Commercial motor vehicle* means any self-propelled or towed motor vehicle used on a highway in interstate commerce to transport passengers or property when the vehicle:

- (1) Has a gross vehicle weight rating or gross combination weight rating, or gross vehicle weight or gross combination weight, of 6,000 pounds or more;
- (2) Is designed or used to transport more than eight passengers (including the driver) for compensation;
- (3) Is designed or used to transport more than 15 passengers, including the driver, and is not used to transport passengers for compensation; or
- (4) Is used in the transportation of hazardous materials in a quantity requiring placarding under regulations issued by the secretary pursuant to the Hazardous Materials Transportation Act (49 USC app. 1801-1813, inclusive).

*Truck route* means any public road or highway within the town that is designated herein as a route upon which the operation of commercial vehicles is permitted.

(Amd. of 9-28-2004, § 14.100)

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### **Sec. 24-45. Authority to designate.**

The town manager is hereby authorized to determine and designate those areas in the town which are not suitable for use by commercial vehicles. He shall place and maintain or cause to place and maintain traffic control signs, signals, and devices deemed necessary to regulate this article.

(Amd. of 9-28-2004, § 14.200)

### **Sec. 24-46. Use of truck routes required.**

When signs are erected giving notice thereof, no commercial vehicle shall be operated or moved upon any public road, highway or alley within the town, except upon highways designated as truck routes, unless passengers, merchandise, freight or other materials are to be picked up by or delivered from such commercial vehicle or unless such commercial vehicle is required in the performance of service, repair, construction or similar essential use; provided, however, that in such event, such commercial vehicle shall use the shortest possible route from a designated truck route to the point of pickup, delivery or essential use and shall return therefrom to the nearest designated truck route.

(Amd. of 9-28-2004, § 14.300)

### **Sec. 24-47. Parking, standing on public roads; exceptions.**

No person shall stand or park a commercial vehicle on any public road, highway or alley within the town not designated a truck route, except when actually and expeditiously engaged in the loading or unloading of merchandise or passengers or when such vehicle is being used in conjunction with the performance of service, repair, construction or similar essential use within the immediate neighborhood, and except on a designated truck route.

(Amd. of 9-28-2004, § 14.400)

### **Sec. 24-48. Exceptions.**

- (a) This article does not apply to farm vehicles or farm vehicle drivers. The term "farm vehicle driver" means a person who drives only a commercial motor vehicle that is: controlled and operated by a farmer as a private motor carrier of property; being used to transport agricultural products, farm machinery, farm supplies or both to or from a farm; not being used in the operation of a for-hire motor carrier; not carrying hazardous materials; and being used within 150 air-miles of the farmer's farm. The term "farmer" means any person who operates a farm or is directly involved in the cultivation of land, crops, or livestock which are owned by that person or are under the direct control of that person.
- (b) This article does not apply to school busses. The term "school bus" means a passenger motor vehicle which is designed or used to carry more than ten passengers in addition to the driver, and likely to be significantly used for the purpose of transporting pre-primary, primary, or secondary school students to such schools from home or from such schools to home. School bus operation means the use of a school bus to transport only school children and/or school personnel from home to school, from school to home, and/or any other school sanctioned activities.

(Amd. of 9-28-2004, § 14.500)

## **CODE COMPARATIVE TABLE ORDINANCES**

This is a chronological listing of the ordinances of the town, used in this Code. Repealed or superseded laws at the time of the codification and any omitted materials are not reflected in the table.

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Ordinance Number	Date	Section	Section this Code
4	5-14-1971	72.020	<a href="#">24-20</a>
14	3- 6-1981		<a href="#">24-19</a>
16	4-30-1985	16.10.010	<a href="#">2-70</a>
		16.10.020	<a href="#">2-71</a>
		16.10.030	<a href="#">2-72</a>
19	10-29-1985	19.100—19.195	<a href="#">1-2</a>
		19.210—19.280	<a href="#">1-3</a>
		19.310	<a href="#">1-8</a>
		19.320	<a href="#">1-8</a>
21	4- 8-1986	21.100	<a href="#">2-73</a>
		21.210	<a href="#">2-74</a>
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18	10-28-1986	18.100—18.196	4-17
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		18.410	4-249
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		18.810	4-21
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24	4-14-1987		<a href="#">2-19</a>
26	11-10-1987	26.000	<a href="#">6-51</a>
		26.110—26.190	<a href="#">6-51</a>
		26.200	<a href="#">6-52</a>
		26.300	<a href="#">6-53</a>
		26.400	<a href="#">6-54</a>
		26.500	<a href="#">6-55</a>
		26.600	<a href="#">6-56</a>
		26.700	<a href="#">6-57</a>
		26.810	<a href="#">6-58</a>
		26.840	<a href="#">6-59</a>
3	9-25-1990		<a href="#">18-21</a>
		1—6	<a href="#">18-22</a> —18-27
10	9-25-1990	10.020	4-74

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		10.050	4-18
		10.060	4-19
		10.070	4-20
30	11-13-1990	30.010	<a href="#">8-108</a>
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		30.040	<a href="#">8-111</a>
		30.050	<a href="#">8-112</a>
		30.060	<a href="#">8-113</a>
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31	6-25-1991	31.010	<a href="#">8-73</a>
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		33.020	<a href="#">2-185</a>
32	7-23-1992	32.010	<a href="#">22-19</a>
		32.020	<a href="#">22-20</a>
		32.030	<a href="#">22-21</a>
		32.040	<a href="#">22-22</a>
		32.050	<a href="#">22-23</a>
		32.060	<a href="#">22-25</a>
		32.070	<a href="#">22-26</a>
		32.080	<a href="#">22-27</a>
		32.090	<a href="#">22-28</a>
		32.100	<a href="#">22-29</a>
		32.110	<a href="#">22-30</a>
		32.120	<a href="#">22-31</a>
		32.130	<a href="#">22-32</a>
	3-23-1993(Ord.)		<a href="#">22-29</a>
35	2-22-1994	35.010	<a href="#">8-19</a>
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		35.040	<a href="#">8-21</a>

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		35.070	<a href="#">8-24</a>
		35.080	<a href="#">8-25</a>
		35.090	<a href="#">8-26</a>
		35.100	<a href="#">8-27</a>
		35.110	<a href="#">8-28</a>
		35.120	<a href="#">8-29</a>
		35.130	<a href="#">8-30</a>
		35.140	<a href="#">8-31</a>
		35.150	<a href="#">8-32</a>
		35.160	<a href="#">8-33</a>
		35.170	<a href="#">8-34</a>
		35.180	<a href="#">8-35</a>
		35.190	<a href="#">8-36</a>
		35.200	<a href="#">8-37</a>
		35.210	<a href="#">8-38</a>
		35.220	<a href="#">8-39</a>
		35.230	<a href="#">8-40</a>
		35.240	<a href="#">8-41</a>

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		35.260	<a href="#">8-42</a>
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	4-25-1995(2)(Ord.)	1, 2	<a href="#">8-26</a> , <a href="#">8-27</a>
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38	7-23-1996	38.100	<a href="#">20-19</a>
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39	10-28-1997	39.000	<a href="#">10-1</a>
		39.110	<a href="#">10-2</a>
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	8-14-2001(Ord.)		<a href="#">22-19</a> —22-23
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28	11-13-2001	28.000	<a href="#">16-76</a>
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41	9-10-2002	41.1—41.8	<a href="#">12-19</a> — <a href="#">12-26</a>
	3-25-2003(Ord.)		<a href="#">22-30</a>
43	11-13-2003	43.000	<a href="#">20-48</a>
		43.020	<a href="#">20-49</a>
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		43.060	<a href="#">20-53</a>
		43.070	<a href="#">20-54</a>
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		43.100	<a href="#">20-57</a>
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42	11-25-2003	42.000	<a href="#">18-1</a>
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46	3-22-2005	46.110	2-44
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47	4-12-2005	47.000	<a href="#">16-19</a>
48	4-12-2005	48.100	<a href="#">16-42</a>
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52	5- 9-2006		<a href="#">8-36</a>
51	8- 8-2006		<a href="#">18-58</a>
56	10-10-2006		<a href="#">6-19</a> —6-28
63	3-10-2009	1—3 Added	<a href="#">18-71</a> —18-73
43	6-31-2009	Rpld	<a href="#">20-48</a> —20-60
		43.000—43.340 Added	<a href="#">20-48</a> —20-82
29	2- 9-2010	1(29.000—29.800) Added	<a href="#">16-101</a> —16-124
39	2-23-2010	Rpld	<a href="#">10-1</a> —10-11
		39.000—39.810, 39.825 Added	<a href="#">10-1</a> —10-24
64	7-12-2011	1 Rpld	4-17—4-23,
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35	2-14-2012	Rpld	<a href="#">8-19</a> —8-42
		35.000—35.260 Added	<a href="#">8-19</a> —8-45
(Ord.)	6-12-2012	1 Rpld	2-44—2-48
65	8-14-2012	1 Added	<a href="#">2-49</a>

**STATE LAW REFERENCE TABLE**

This table shows the location within this Code, either in the text or notes following the text, of references to the Nevada Revised Statutes.

NRS Section	Section this Code
ch. 82	<a href="#">8-28</a>
ch. 84	<a href="#">8-29</a>
ch. 179D	<a href="#">Ch. 18</a> , Art. III
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ch. 193 et seq.	<a href="#">Ch. 18</a>
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ch. 241	<a href="#">Ch. 2</a>
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269.014	<a href="#">2-72</a>
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269.083	<a href="#">16-113</a>
269.085 et seq.	<a href="#">Ch. 2</a> , Art. VII
269.095	<a href="#">Ch. 22</a>
269.115 et seq.	<a href="#">Ch. 2</a> , Art. VII
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269.160	<a href="#">1-8</a>

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269.165	<a href="#">16-88</a>
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269.170	<a href="#">8-20</a>
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269.170 et seq.	<a href="#">Ch. 8</a>
269.250 et seq.	<a href="#">Ch. 12</a> , Art. II
	<a href="#">Ch. 16</a>
269.400 et seq.	<a href="#">Ch. 2</a> , Art. VII
269.576 et seq.	<a href="#">Ch. 2</a> , Art. VI
269.650 et seq.	<a href="#">2-19</a>
ch. 277 et seq.	<a href="#">Ch. 6</a>
289.150—289.360	<a href="#">18-71</a>
295.085—295.125	<a href="#">2-70</a>
ch. 439 et seq.	<a href="#">Ch. 14</a>
440.590	<a href="#">10-13</a>
	<a href="#">10-18</a>
444.065 et seq.	<a href="#">Ch. 8</a> , Art. IV
444.440 et seq.	<a href="#">Ch. 20</a>

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444.495	<a href="#">20-50</a>
444.520	<a href="#">20-74</a>
445B.100—445B.640	<a href="#">16-76</a>
ch. 445C	<a href="#">Ch. 14</a>
ch. 450B	<a href="#">Ch. 12</a> , Art. II
ch. 451	<a href="#">Ch. 10</a>
451.024(5)	<a href="#">10-7</a>
451.045(3)	<a href="#">10-9</a>
451.050(1)	<a href="#">10-9</a>
ch. 452	<a href="#">Ch. 10</a>
	<a href="#">10-12</a>
452.360	<a href="#">10-18</a>
459.400—459.600	<a href="#">20-19</a>
	<a href="#">20-50</a>
ch. 472 et seq.	<a href="#">Ch. 16</a>
ch. 480 et seq.	<a href="#">Ch. 24</a>
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ch. 612	<a href="#">8-29</a>
ch. 640C	<a href="#">Ch. 8</a> , Art. IV





# TOWN OF PAHRUMP

400 North Highway 160 | Pahrump, NV 89060  
(702) 455-2897 | Fax (702) 386-4914  
Susan Holecheck, Town Manager | Matt Lewis, Building and Grounds Manager  
Terry Bostwick, HR Director

## NOTIFICATION OF INTENT TO AWARD

July 22, 2014

It is the recommendation of the Owners representative (GGW AIA, PC Architects) to the Town of Pahrump's Town Manager, to provide to the Pahrump Town Board information regarding:

1. Bid results as shown below,
2. The Owner's rights as follows:  
"Owner reserves the right to waive any minor informality or irregularity." (Reference Attached: Section 00 21 13-10 & 11, Instructions to Bidders, 12. Evaluation of Bids and Award, C. Award Determination.
3. It has been determined that not all bidders provided confirmation of the 3 addenda included in the bidding. However, the Architect believes the addenda do not affect the Bid Prices, are administrative, and are therefore considered a "minor informality or irregularity" per paragraph 2, recited above.
4. Therefore, the Architect recommends the award of Contract No. 2014-04, PWP-NY-2014-277, Kellogg Park Water Line Installation to the low bidder: **Ron Murphy Construction, for \$74,800.00**. The award will be final after the receipt of the required bonds and/or insurance.
5. Upon approval of Notification of Intent to Award, the Architect will initiate the Formal Contract with the low bidder, and present to The Town Manager for the Town Board for Signature of Agreement.

### BID SUMMARY

<u>Bids Received:</u>	<u>Base Bid Amount</u>
Ron Murphy Construction	\$74,800.00*
Nye County Construction, LLC	\$75,820.00**
Can Do Excavating, Inc.	\$78,000.00*
Mills Construction, LLC	\$79,400.00
Rowley Contracting, Inc.	\$86,743.75
Floyd's Construction, Inc.	\$80,000.00/\$68,000.00***
Byrd Underground, LLC	\$90,330.00
Anderson Excavation, LLC	\$98,015.00

Bid reviews indicate the following:

\* On Bid Form 00 41 00, Addenda not acknowledged, believed a minor informality or irregularity.

\*\*Bid Sections 00 43 30, 00 43 32, 00 43 36 and 00 45 47 not provided.

\*\*\*Bid Form 00 41 00, Total Bid Amount and Lump Sum Price were in conflict

Required forms not included and/or properly filled out in some of the bid submittals are attached for reference.

For Owners information: In accordance with the Protest Clause in the referenced Bid document, all Bidders have up to five (5) business days after the recommendation to award the contract is issued by the owner or authorized representative to submit a formal written protest, accompanied by a bid protest bond in the amount of 25% of the base bid, to the Town of Pahrump. The Pahrump Town Board is not required to consider any protest that is not filed in accordance with the Protest Clause in the referenced bid document. (Reference Attached: Section 00 21 13-12 & 13, Instructions to Bidders, 16. Protests).

Prepared by Gary Guy Wilson, AIA, pc Architects

Sign:  Date: 

Questions concerning this notification, please contact Susan Holecheck, Town Manager at (775) 727-5107.

Susan Holecheck, Town Manager

cc: Matt Luis, Building and Grounds Manager  
Stephanie Massimino, Executive Assistant  
Mark V. Martino, Gary Guy Wilson Architects

**A. Before Bid Opening:**

Bidders may request withdrawal of a submitted, sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted in writing to the Purchasing Analyst.

**B. After Bid Opening:**

The Owner may allow a Bidder intended for award to withdraw its bid during the firm offer period due to a mistake of fact on the part of the Bidder or its employee(s) in preparing its bid. Such Bidder, upon discovery of the mistake, must immediately notify the Owner in writing of such mistake. The notice to the Owner must include: (1) a request to withdraw its bid, (2) a detailed description of the exact nature of the mistake, (3) an explanation of exactly how and why the mistake occurred, (4) and an explanation of the corrective action that was, or will be implemented by the Bidder to eliminate the possibility of future mistakes. If the above requested information is not adequately provided to the Owner's satisfaction, the Bidder shall be prepared to meet with the Owner within 24 hours of notification by the Owner to further review the Bidder's request for withdrawal of its bid. In any case of a withdrawal, Owner may require that Bidder forfeit its bid security to the Owner.

**11. TIE-BIDS**

A tie-bid is defined as an instance where bids are received from two or more Bidders who are the low Bidders, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid, and Owner can justify awarding to the Bidder with the lowest responsive and responsible bid.

The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw in accordance with the Method of Award clause in the Instructions to Bidders. When a drawing is necessary, the Bidders involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

**12. EVALUATION OF BIDS AND AWARD**

**A. Line Item Total Prices/Evaluation**

The Bidder shall quote a total price for each line item; low bid will be defined as the lowest sum of these total prices. Mathematical errors in the line item Bid Schedule shall be corrected by Owner. For purposes of progress payments and change orders, the Owner will divide the item total by the estimated quantity contained in the Bid Form to arrive at a unit price (rounded down to the nearest cent). If there is no cost for a line item, the Bidder will enter a "0" or write the words "NO COST." A Bidder who fails to quote a total price for each line item or modifies/changes any elements within its Bid Form may be deemed non-responsive and their bid rejected.

**B. Intent to Award**

The Owner will issue a formal letter of Intent to Award to the low responsive responsible and/or best Bidder. The Bidder shall utilize this letter to obtain the bonds required by NRS 339.025. This statute requires that before any Public Works contract is awarded and becomes binding, the Contractor shall furnish bonds and insurance.

**C. Award Determination**

All responsive and responsible bids received are considered firm offers for 90 calendar days after the date of bid opening and may be considered for award. Award shall be made to the

lowest responsive, responsible and/or best bidder, based upon the Total Bid Amount. Bidders must quote all items and agree to provide the bonds and insurance specified herein to be responsive and considered for award.

The determination of award may involve all or some of the following factors: price; bidder preference, if applicable; conformity to specifications; financial ability to meet the contract; previous performance; facilities and equipment; experience; and other objective and accountable factors which are reasonable and in accordance with the requirements of the Nevada Revised Statutes.

Rejection of bid(s) may be recommended to the Governing Body for any of (but not limited to) the following causes:

1. Failure to use the Bid Form(s) furnished by the Owner.
2. Lack of signature by an authorized representative on the Bid Form(s).
3. Failure to properly complete the Bid Form(s).
4. Evidence of collusion among Bidders.
5. Omission of Bid Security, in an acceptable form.
6. Unauthorized alteration of Bid Form(s).
7. Failure to fill out the Disclosure of Ownership/Principals form.
8. Failure to fill out the Monthly Employment Utilization Reports.
9. Failure to fill out the required AB144 reports.

Owner reserves the right to waive any minor informality or irregularity.

#### **D. Disclosure of Ownership/Principals**

Any bidder recommended for award of a contract by the Board of County Commissioners is required to provide the information on the attached "Disclosure of Ownership/Principals" form. The form must be submitted to the Owner within 24 hours after request. Failure to fill out the subject form by the Bidder shall be cause for rejection of the bid.

#### **E. Award of Contract**

This bid will not be awarded or considered entered into, until the Governing Body or its authorized representative has authorized the award and the Successful Bidder has properly executed and submitted the required proof of insurance, the required bonds, and any other required submittals. Upon receipt of these required documents, in acceptable form, the Contract is considered binding, and the Purchasing Manager or her designee will issue an Award Letter. The bid will then become a binding contract.

### **13. SCHEDULE OF VALUES**

By 12:00 Noon the next working day after the bid opening, the three (3) lowest Bidders for the Total Base Bid amount must submit a Schedule of Values on the attached form specified as Bid Attachment 4, of the various portions of the work, aggregating the base bid amount, shall be divided so as to facilitate payments in accordance with the contract documents. Each item in the Schedule of Values shall be identified with the Specification Section number that applies.

Following are detailed delivery instructions for Schedule of Values:

\*Note: Subject line of the E-Mail must provide the Bid No., Project Description, and Name of Attachment

HAND DELIVERY:

Town of Pahrump  
400 North 160 Highway  
Pahrump, NV 89060

E-Mail DELIVERY:

14. BONDS AND INSURANCE REQUIREMENTS

The successful Bidder shall obtain the bonds and maintain insurance through the term of the contract. The cost of the insurance coverage shall be included in the bid amount.

Bidders are strongly urged to fax the bonds, insurance, and insurance certificate to their respective agents before the bid opening. The Successful Bidder must provide these within seven (7) business days from date of faxed letter of Intent to Award. Owner will assess the liquidated damages for submission of incorrect documents that are not corrected and returned by the seventh business day.

- A. Insurance and surety companies issuing certificates of insurance and bonds must be licensed by the State of Nevada Insurance Division and certificates of insurance and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A.
- B. The Successful Bidder shall provide all submittals requested in this section within seven (7) business days. If the Successful Bidder does not provide the submittals on or before the seventh business day, or fails to keep the bonds or insurance policies in effect or allows them to lapse, the Successful Bidder will pay to the Owner the amount of per day as liquidated damages.

15. SOILS REPORT

Should a soils report concerning this project be provided, the document is not incorporated as part of the bid. It is provided for informational purposes only. This report and other records of subsurface investigations and test are provided only for inspection by Bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the Bidder, was obtained and is intended for the Owner's design and estimating purposes only. Bidder expressly waives any right to rely on such information for any purpose. Such information has been made available only for the convenience of all Bidders. It is further understood and agreed that each Bidder is solely responsible for all assumptions, deductions, or conclusions that it may make or obtain from any subsurface information obtained from any source.

16. PROTESTS

Any Bidder who bids on a contract may file a written protest regarding the awarding of contract with the Purchasing Analyst within five (5) business days after the recommendation to award a contract is issued by the Owner or authorized representative. The protest must include a written statement setting forth the specific reasons the Bidder submitting the protest believes the applicable provisions of the Jaw were violated. The Bidder filing the protest shall be required, at the lime the protest is filed, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashier's check, money order or certified check, to the Owner who shall hold the bond or other security until a determination is made on the protest. A bond.. posted or other security submitted with the protest must be in an amount equal to the lesser of:

- A. 25% of the total value of the base bid submitted by the Bidder filing the protest; or
- B. \$250,000.

The protest filed in accordance with these provisions operates as a stay of action in relation to the award of this contract until a determination is made by the Governing Body on the protest.

An unsuccessful Bidder may not seek any type of judicial intervention until the Governing Body has made a determination on the protest and awarded the Contract.

Neither the Governing Body nor the authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder, whether or not the person files the protest pursuant to this clause.

If the protest is upheld, the bond posted or other security submitted with the protest must be returned to the Bidder who submitted the protest. If the protest is rejected a claim may be made against the bond or other security by the Owner in an amount equal to the expenses incurred by the Owner because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the Bidder who posted the bond or submitted the security.

#### 17. REJECTION OF BID

The Governing Body reserves the right to waive any informality or irregularity in any bid received, to reject any and/or all bids, and to rebid.

#### 18. FEDERAL, STATE, LOCAL LAWS

All Bidders, the successful Contractor, Subcontractors and any other person(s) who provides labor, equipment, materials, supplies or services for the public work, shall comply with the requirements of all applicable federal, state, and local laws relative to conducting business in Clark County including, without limitation, any applicable licensing requirements, labor and health laws, requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work, and including NRS 338 as amended, if applicable. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

#### 19. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.820 evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidders, in advance of the bid opening, whether in response to advertising, or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

#### 20. RESPONSIBILITY OF CONTRACTOR

- A. It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent Contractor, and is not an agent, representative or employee of Owner and shall furnish such services in his own manner and method except as required by this Contract. Further, Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend and hold Owner harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

SECTION 00 41 00

BID FORM

PROJECT IDENTIFICATION:

TOWN OF PAHRUMP  
KELLOGG PARK: WATER LINE INSTALLATION  
CONTRACT NO. 2014-04

THIS BID IS SUBMITTED TO:

Attention: Terry Bostwick  
TOWN OF PAHRUMP  
400 North Highway 160  
Pahrump, NV 89060

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions, if any, at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given the ARCHITECT written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the ARCHITECT is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the Lump Sum Price listed below.

ITEM NO.	ITEM DESCRIPTION	LUMP SUM
1.	KELLOGG PARK WATER LINE(S) INSTALLATION, AS SPECIFIED	\$
2.	CONSTRUCTION CONFLICTS AND ADDITIONAL WORK ALLOWANCE	\$ 5,000.00
	<b>TOTAL BID AMOUNT</b>	\$

Lump Sum Price:

\$ \_\_\_\_\_ (\$ \_\_\_\_\_).

(Use Words) (Figures)

6.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

7.01 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

8.01 The following documents are attached to and made a condition of this Bid:

- A. A tabulation of Subcontractors, Suppliers, and other individuals and entities required to be identified in this Bid;
- B. Required bidder qualifications statement with supporting data; and

9.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on \_\_\_\_\_, 20\_\_.

State Contractor License No. \_\_\_\_\_.

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_

*(Individual's signature)*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_

*(Signature of general partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_  
State of Incorporation: \_\_\_\_\_  
Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_  
By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Attest \_\_\_\_\_  
*(Signature of Corporate Secretary)*

Business address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_  
Date of Qualification to do business is \_\_\_\_\_

A Joint Venture

Joint Venturer Name: \_\_\_\_\_  
By: \_\_\_\_\_  
*(Signature of joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_  
Joint Venturer Name: \_\_\_\_\_  
By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_  
Phone and FAX Number, and Address for receipt of official communications:  
\_\_\_\_\_  
\_\_\_\_\_

(Each joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF DOCUMENT

DOCUMENT 00 43 30

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish the following information. Failure to comply with this requirement will render this Bid informal and may cause its rejection. Additional sheets shall be attached as required.

1. NAME OF FIRM: \_\_\_\_\_
2. ADDRESS: \_\_\_\_\_
3. TELEPHONE NUMBER: \_\_\_\_\_
4. NAMES AND TITLES OF ALL OFFICERS OF FIRM:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. NEVADA STATE CONTRACTOR'S LICENSE NO.: \_\_\_\_\_  
CLASSIFICATION: \_\_\_\_\_ MONETARY LIMIT: \_\_\_\_\_
6. STATE INDUSTRIAL INSURANCE POLICY NO.: \_\_\_\_\_
7. INSURANCE CARRIER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. SURETY COMPANY FOR PERFORMANCE AND PAYMENT BONDS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. NUMBER OF YEARS AS A CONTRACTOR IN CONSTRUCTION WORK OF THIS TYPE:  
\_\_\_\_\_
10. NAME OF PERSON WHO INSPECTED SITE OF PROPOSED WORK FOR YOUR FIRM:  
NAME: \_\_\_\_\_  
DATE OF INSPECTION: \_\_\_\_\_

END OF DOCUMENT



DOCUMENT 00 43 36

LIST OF SUBCONTRACTORS

**ARTICLE 1 – SUBCONTRACTORS EXCEEDING 5% OF BID TOTAL.** THE BIDDER SHALL SUBMIT THIS FORM, DOCUMENT 00 43 36, TO THE TOWN OF PAHRUMP WITH BIDDER'S BID PROPOSAL.

In compliance with the laws of the State of Nevada including NRS 338.141, the following listed Subcontractors will provide labor or a portion of the work or improvement to CONTRACTOR, for which Subcontractor will be paid an amount exceeding 5 percent of CONTRACTOR's total bid. If no Subcontractors are to be employed, the word "NONE" shall be placed in the appropriate space.

The listing of more than one Subcontractor for each item of Work to be performed with the words "and/or" will not be permitted.

**NOTE: PURSUANT TO NRS 338.141 EVERY FIRST TIER SUBCONTRACTOR LISTED ON THE 5% LIST MUST ALSO BE LISTED ON THE 1% FIRST TIER SUBCONTRACTOR LIST.**

Pursuant to NRS 338.141(5) the Contractor shall not substitute a Subcontractor for a Subcontractor who is named in this bid unless the conditions of NRS 338.141(5) are met.

Work to be Performed	State License No. and Class	Percent of Total Contract	Subcontractor's Name, Address, and Contact Person
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

**ARTICLE 2 – SUBCONTRACTORS EXCEEDING 1% OF BID TOTAL.** THE BIDDER SHALL SUBMIT THIS FORM, DOCUMENT 00 43 36, TO THE TOWN OF PAHRUMP WITH BIDDER'S BID PROPOSAL.

In conformance with the provisions of NRS 338.141, CONTRACTOR's who have submitted the 3 lowest bids must submit a list of the name of each Subcontractor who will provide labor or a portion of the work improvement to CONTRACTOR for which the Subcontractor will be paid an amount exceeding 1 percent of CONTRACTOR's total Bid Price or \$50,000, whichever is greater, within 2 hours after the completion of the Bid opening.

Awarding a contract under this Bid will not imply approval by OWNER nor constitute a contractual relationship between the OWNER and any listed subcontractor. This information will be utilized only to determine the lowest responsive and responsible Bidder. If a CONTRACTOR fails to submit such a list within the required timeframe, the Bid shall be deemed non-responsive.

The listing of more than one Subcontractor for each item of Work to be performed with the words "and/or" will not be permitted.

**NOTE: PURSUANT TO NRS 338.141 EVERY FIRST TIER SUBCONTRACTOR LISTED ON THE 5% LIST MUST ALSO BE LISTED ON THE 1% FIRST TIER SUBCONTRACTOR LIST.**

Pursuant to NRS 338.141(5) the Contractor shall not substitute a Subcontractor for a Subcontractor who is named in this bid unless the conditions of NRS 338.141(5) are met.

Work to be Performed	State License No. and Class	Percent of Total Contract	Subcontractor's Name, Address, and Contact Person
1.			
2.			
3.			
4.			
5.			
6.			
7.			

8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

If the Bidder is not using any Subcontractors who will perform work in excess of 1 percent of the total Bid Price, or \$50,000, whichever is greater, then the word "**NONE**" shall be placed in the above form. In doing this, it will be understood that all components of the work in excess of 1 percent of the total Bid Price, or \$50,000, whichever is greater, will be performed by the CONTRACTOR.

BIDDER:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Business Address and Telephone Number:

\_\_\_\_\_  
\_\_\_\_\_

END OF DOCUMENT

**DOCUMENT 00 45 47**

**BID PREFERENCE**

NRS 338.147 contains provisions for award of Contract to the Bidder who submits lowest responsive, responsible Bid; and determination of best Bid. A Bidder who: (a) has been found to be a responsible and responsive contractor by the OWNER; and (b) at the time of submitting the Bid, provides to the OWNER a copy of a certificate of eligibility to receive a preference in bidding on public works issued to Bidder by the State Contractor's Board, shall be deemed to have submitted a better Bid than a competing Bidder who has not provided a copy of such a valid certificate of eligibility if the amount of his Bid is not more than 5 percent higher than the amount of the competing Bidder's Bid.

Did you claim a Bid preference under NRS 338.147?

Yes \_\_\_\_\_ No \_\_\_\_\_

If so, have you provided a certificate of eligibility to receive a preference with your Bid?  
Is the certificate attached?

Yes \_\_\_\_\_ No \_\_\_\_\_

**END OF DOCUMENT**





U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Western-Pacific Region  
Airports Division

P.O. Box 92007  
Los Angeles, CA 90009

December 18, 2013

Ms. Susan Holecheck  
Town Manager  
Town of Pahrump  
400 North Highway 160  
Pahrump, Nevada 89060

Proposed Pahrump Airport  
Environmental Impact Statement  
2013 Memorandum of Understanding

Dear Ms. Holecheck:

In March 2010, the Town of Pahrump (Town) and the Federal Aviation Administration (FAA) entered into a Memorandum of Understanding (MOU) to prepare an Environmental Impact Statement (EIS) under the National Environmental Policy Act (NEPA) for the proposed Pahrump Valley General Aviation Airport.

In the 2010 MOU, the Town was identified as the Sponsor for the proposed airport. In November 2012, the residents of the Town voted to discontinue the town board form of local government. Therefore, governance of the Town will revert to the Nye County Board of Commissioners on January 5, 2015. We have prepared a revised MOU (2013 MOU) that identifies Co-Sponsorship of the proposed Pahrump Airport by both the Town and Nye County. Since the Town will lack authority after January 5, 2015 to implement planned airport development, the 2013 MOU was revised to reflect co-sponsorship with Nye County.

We have enclosed three originally signed copies of the 2013 MOU for the Town's and County's signature. Please have the authorized Town representative sign and date all three copies of the 2013 MOU and return all three signed and dated copies to this office. We will then forward them to Nye County for signature. Once all three parties have signed the 2013 MOU, we will provide each party a copy of the signed and dated 2013 MOU.

We have also included an excerpt from FAA Order 5100.38C *Airport Improvement Program Handbook*, including paragraphs 201 to 202 (Enclosure 2), which describes the responsibilities of Co-Sponsors for airport projects. It explains that the Co-Sponsors are jointly and severally bound by FAA Airport Improvement Program (AIP) grant obligations, if they accept an AIP grant unless the obligations of the Co-Sponsors are otherwise set forward in a written agreement between the Co-Sponsors provided to the FAA.

Please note the FAA will also need the Town and Nye County to coordinate and identify which Co-Sponsor will be responsible for administrative activities for the proposed Pahrump airport. These include submitting Airport Capital Improvement Plans;

administering the EIS consultant contract; receiving and disbursing any federal AIP grant funds; administering local airport funds; and ultimately overseeing the design, construction, and operation of the Pahrump airport. In your letter returning the signed EIS MOU, please identify which Co-Sponsor will undertake these activities and provide point-of-contact information for the representative of that Co-Sponsor.

If you have any questions regarding this letter, please contact Ms. Robin K. Hunt, Manager of our San Francisco Airports District Office at 650-827-7601.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark A. McClardy', with a long, sweeping horizontal flourish extending to the right.

Mark A. McClardy  
Manager, Airports Division

Enclosure 1: 2013 Memorandum of Understanding (3 copies originally signed by FAA)

Enclosure 2: Paragraphs 201 – 202 from FAA Order 5100.38C *Airport Improvement Program Handbook*.

cc: Robin K. Hunt, SFO-600

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE UNITED STATES FEDERAL AVIATION ADMINISTRATION,**  
**THE TOWN OF PAHRUMP, AND NYE COUNTY, NEVADA**

**I. INTRODUCTION AND PURPOSE**

A. This Memorandum of Understanding (MOU) provides a framework in which the United States Department of Transportation, Federal Aviation Administration (FAA), will prepare a National Environmental Policy Act (NEPA), Environmental Impact Statement (EIS) for proposed development of a new general aviation airport serving the Town of Pahrump, Nye County, Nevada, and the surrounding area. The Town of Pahrump (Town) and Nye County, Nevada (County) will serve as co-sponsors (herein collectively referred to as "Sponsor") and owners/operators for the proposed new airport. The Town of Pahrump is an unincorporated town currently governed by the Pahrump Town Board, in accordance with Nevada Revised Statute 269.016. However, as the residents of the Town voted in November 2012 in accordance with NRS 269.022 to discontinue the town board form of government, the governance of the Town will revert to the Nye County Board of Commissioners on January 5, 2015. On January 5, 2015, all assets and liabilities incurred by the Town will transfer to the County. Such transfer will include all obligations and agreements incurred by the Town associated with this MOU.

The Town has adopted the Pahrump Valley Airport Master Plan dated July 2008 (Airport Master Plan) and proposes certain actions to develop a new general aviation airport to serve the Town of Pahrump and the surrounding area. The County adopted Nye County Resolution No. 2013-11 on March 19, 2013 to support development of a Pahrump Valley Airport and agreed to serve as a co-sponsor along with the Pahrump Town Board. Together as co-sponsors, the Town and County agree to take certain actions to develop a new general aviation airport including:

- Acquisition by conveyance or lease of approximately 650 acres federal land currently administered by the Bureau of Land Management (BLM) to construct a new general aviation airport.
- Construction of a new, public-use general aviation airport within the approximately 650 acre site.
- Acquisition of rights-of-way for access roads and utilities to serve the proposed airport.
- Construction of access road and utilities to serve the proposed airport.

The FAA's federal actions regarding the Sponsor's proposed airport project may include one or more of the following:

- Conditional, unconditional, or mixed approval of a location for a new, public use airport.
- FAA recommendation regarding Bureau of Land Management (BLM) approval of a lease of federal land for use as a public airport in accordance with 43 United State Code (USC) 1441 et seq. and BLM Regulation 43 Code of Federal Regulations (CFR) 2911.
- Approval of an airport sponsor's request in accordance with 49 USC 47125 and BLM Regulation 43 CFR 2640, to use or transfer Federally-owned land to carry out an action under 49 USC Chapter 471, Subchapter I, at a public-use airport or to support the airport's operation.
- Conditional, unconditional, or mixed approval of a first-time airport layout plan (ALP).
- Conditional, unconditional, or mixed approval of Federal funding for airport planning and development projects, including separate funding of plans and specifications for those projects.

The EIS would evaluate the environmental impacts of the Sponsor's proposed airport development project, as well as consider reasonable and practicable alternative projects that meet the purpose and need for the proposed project as required by NEPA.

Subject to completion of the EIS, the FAA will determine whether to approve one or more of the FAA actions listed above and will set forth its determinations in a Record of Decision (ROD).

In addition to the FAA's determinations, the Town, County and the FAA recognize that the BLM has independent authority to determine whether to approve one of more of the Federal actions listed below:

- Approval of an airport sponsor's request under the 49 USC 47125 and BLM Regulation 43 CFR 2640, to use or transfer Federally-owned land administered by the BLM to carry out an action under 49 USC Chapter 471, Subchapter I, at a public-use airport or to support the airport's operation.
- BLM approval for a lease of federal land for use as a public airport in accordance with 43 USC 1441 et seq. and BLM Regulation 43 CFR 2911.
- BLM issuance of rights-of-way agreements for access roads and utilities across BLM-administered federal lands to serve the proposed airport.

The FAA and the Sponsor anticipate that BLM will participate in the preparation of the EIS as a cooperating agency pursuant to 40 CFR 1501.6.

B. As the lead federal agency, the FAA independently selects a contractor to prepare the EIS. Prior to the County's adoption of Nye County Resolution No. 2013-11 and pursuant to an existing MOU between FAA and the Town, the FAA selected a contractor to prepare the EIS on August 4, 2010 and authorized the Town to retain the EIS contractor with funds provided by the Town on September 24, 2010. The Sponsor shall continue to be the party responsible for engaging and retaining a contractor for all future phases of the EIS using funds provided by the Sponsor.

C. The EIS and any related documents shall comply with the provisions of NEPA and appropriate Council on Environmental Quality (CEQ), United States Department of Transportation (DOT), and FAA environmental regulations and guidance, as well as all applicable laws, as appropriate.

D. It is the purpose of this MOU to establish an understanding between the Sponsor and the FAA regarding the responsibilities of the parties and the conditions and procedures to be followed in the development and preparation of the EIS.

E. The parties hereto intend that development and preparation of the EIS as provided in this MOU will satisfy the pertinent environmental requirements of the FAA.

## **II. GENERAL PROVISIONS**

A. As the lead agency, the FAA will be responsible for assuring compliance with all the requirements of NEPA (42 USC 4321 et seq.), CEQ Regulations (40 CFR Parts 1500 - 1508), and appropriate DOT and FAA environmental orders. The FAA shall assure that all pertinent environmental issues and impacts, and reasonable alternatives and their impacts are treated in the EIS, and shall be responsible for the scope and content of the EIS.

B. The Sponsor has engaged and retained a Contractor, selected by the FAA, for the preparation of the EIS. The Contractor, with the approval of the FAA and Sponsor, may employ such other contractors and experts (collectively referred to as "Subcontractors"), as are required for the adequate development and preparation of the EIS.

C. The Contractor will provide, through its staff or by Subcontractor, the expertise, staffing, and technical capabilities required for the preparation of the EIS. The FAA will direct the scope of the EIS and will independently evaluate all information, environmental data and analyses submitted by the Contractor, or others, and revise or cause additional study and analyses to be performed as necessary.

D. The contracts between the Sponsor and Contractor and between the Contractor and Subcontractors (collectively the "Contract") shall be consistent with the provisions of this MOU and shall specifically incorporate those provisions herein which address the conduct of the Contractor. The Contract shall provide, and the Sponsor hereby represents, consistent with FAA Order 1050.1E, Paragraph 204d, and FAA Order 5050.48, Paragraph 1003.d., that the Contractor and any Subcontractors has not entered into and, during the lifetime of the EIS preparation, will not enter into any agreement affording the Contractor and any Subcontractors with any direct or indirect financial interest in the planning, design, construction or operation of the Project except with regard to the preparation of the EIS. Further, the Sponsor shall ensure that the Contract shall specifically limit any remedies available to the Contractor and any Subcontractors, so as to affirmatively relieve the United States of America, the FAA, and any officer, agent or employee of same, from any liability arising out of the performance or termination of the contract for preparation of the EIS, or out of this MOU.

1. Prior to beginning work on the EIS, the Contractor and each of his Subcontractors signed a "Disclosure Statement" provided by the FAA per the requirements of FAA Order 5050.48 and 40 CFR 1506.6(c), specifying they have no financial or other interest in the outcome of the project.

2. The FAA evaluated and approved the Disclosure Statements.

E. The Sponsor shall facilitate the coordination of effort and the exchange of information related to the planning, design, and construction of the Project, as these activities relate to the preparation of the EIS among and between the Contractor and its Subcontractors and the FAA. The Sponsor shall make all reasonable efforts to assure the satisfactory and timely performance of the duties of the Contractor as specified in this MOU.

F. The Sponsor and FAA shall:

1. Appoint such representatives as necessary to accomplish the coordination necessary for the satisfactory preparation of the EIS. Notice to any such representative shall constitute notice to that party.
2. Review substantive phases of preparation of the EIS as each deems necessary.
3. Have their respective representatives attend meetings with other Federal, state, regional, and local agencies for the purpose of increasing communications and receiving comments, as the same may be necessary, desirable, or required by law in preparation of the EIS.

G. All costs incurred in connection with the employment of the Contractor and any and all Subcontractors, or other persons retained or employed by the Sponsor, shall be the sole responsibility of the Sponsor and the Sponsor agrees to hold harmless and indemnify the FAA, its officers, agents, and employees, with respect to any and all judgments or settlements arising from claims, demands, causes of action, and the like, in connection with the Sponsor's employment of the Contractor and any and all Subcontractors which may arise from the termination or performance of the Contract or any other services, or purchase of materials utilized for the development and preparation of the EIS, or from termination of this MOU. This indemnification by the Sponsor does not extend to administrative or legal costs of the FAA, including suits by third parties (other than the Contractor or its Subcontractors) against the FAA, involving the legality or adequacy of the FAA's compliance with NEPA and other laws and regulations, to the extent of the FAA's liabilities on those issues. The Sponsor shall cooperate and shall ensure that the Contractor cooperates in defense of any such suit.

### **III. PROCEDURES**

A. Under the direction of the FAA, the Contractor shall develop and submit a Plan of Study to the FAA for approval. The Plan of Study shall include detailed descriptions of all work to be performed, the methodologies proposed to perform the work, the name and qualifications of the

person performing each aspect of the work, estimated man-hours required for completion of each aspect, the schedule for performing each aspect and a description of the internal and external review procedures to assure quality control. Also, the Plan of Study shall include a provision for a thorough literature search and bibliography of references and methodologies to be used in the acquisition of the environmental data and analyses and the development and preparation of the EIS.

- B. The FAA will forward the Plan of Study to the Sponsor for review and comment. FAA will consider the Sponsor's comments as well as any comment received during the public scoping period for the Environmental Assessment in March and April 2009 when finalizing and approving the Plan of Study. The Plan of Study and this MOU shall establish the scope of work required of the Contractor in the development and preparation of the EIS.
- C. The Plan of Study may be amended by the FAA from time to time as the work of the Contractor or its Subcontractors proceeds, but any amendments or changes which require the expenditure of additional funds by the Sponsor must be agreed to by the Sponsor. The Sponsor will be notified and consulted prior to any significant amendments or modifications to the Plan of Study.
- D. Unless otherwise directed by the FAA, any and all work performed by the Contractor and its Subcontractors in preparation of the EIS shall be submitted directly to the FAA, and upon request of the FAA, to the Sponsor. The Sponsor may communicate with the Contractor and its Subcontractors during the development of the EIS, but no prior review or discussion of data or analyses developed by the Contractor or Subcontractor as related to the EIS shall be afforded the Sponsor. In no case will the Sponsor discuss, review, modify, or edit the Contractor's work or the work of its Subcontractors prior to submission to the FAA, or be provided the opportunity to do so. All suggestions for modifications or changes to such sections recommended by the Sponsor shall only be made to the FAA.

- E. The FAA reserves the right to review periodically and modify the work of the Contractor to ensure that requirements under NEPA and other applicable laws and regulations are satisfied. The Contractor shall submit monthly written reports on the progress of its work to the FAA, with a concurrent copy to the Sponsor. This report shall describe the present status of each aspect of the work, any problems encountered, and recommendations for modifications to the Plan of Study and any changes in personnel, methodology or schedules for completion.
- F. As each portion of any draft or final document is completed, the FAA shall review each portion and those tasks completed thereunder and, after consultation with the Sponsor, shall approve, modify, comment thereon and/or direct further work with regard to such portion or tasks as necessary. Said directions and/or comments shall be made by the FAA in a timely manner, and the Contractor shall ensure incorporation of such comments into any editorial changes to the satisfaction of the FAA. Final drafts of any documents will require FAA approval. Prior to approval, the FAA will forward final drafts to the Sponsor for review and comment. Comments from the Sponsor shall be sent to the FAA. The Contractor will only make modifications as the FAA directs regarding these comments.
- G. If requested, the Contractor will provide the FAA access to and review of all procedures and underlying data used by the Contractor in developing submitted sections of the EIS, including, but not limited to, field reports, Subcontractor reports, and interviews with concerned private and public parties, whether or not such information may be contained in a draft or final EIS. The Sponsor will also have access to such procedures and underlying data. Such access by the FAA and Sponsor shall be governed by paragraph III.T hereunder.
- H. To facilitate the development and preparation of the EIS, joint meetings among the FAA, Sponsor, and Contractor may be held. However, the FAA reserves the right to work directly with the Contractor for purposes of assuring objectivity in preparing reports and/or for assuring expeditious communications. The Contractor will notify the FAA and Sponsor of any substantive meetings that are scheduled and of their purpose and will provide an opportunity for the parties to attend if desired. No meeting will be held between the Contractor and Sponsor without prior

notification to and approval of the FAA. A summary of all matters relating to EIS discussions in any meetings or communications between the Contractor and a party hereto without the participation of the other said party will be included in each formal monthly report submitted by the Contractor to the FAA and Sponsor. The FAA reserves the right to consult directly with other Federal, state, and local officials and agencies during the preparation of the EIS to assure compliance with NEPA and other applicable laws and regulations.

- I. The Sponsor shall assure the full cooperation of the Contractor and its Subcontractors with respect to participating in any public workshops, hearings, or meetings as required by the FAA to foster public familiarity and participation with respect to the assessment of impacts related to the Project.
- J. The Contractor shall be responsible for the costs associated with the printing and publication of the draft and final copies of the EIS. The Contractor shall be responsible for all costs associated with the publication of notices announcing public workshops, meetings, hearings, and the like. The Contractor shall also be responsible for costs of stenographic and clerical services, preparation of graphics and visual aids associated with any public workshops, meetings, and hearings.
- K. At such time as the FAA, after consultation with the Sponsor, has approved the Draft EIS developed and prepared by the Contractor and its Subcontractors, the Contractor shall print the contracted quantity of Draft EIS and submit same to the FAA. The FAA shall submit an appropriate number of copies of the Draft EIS to the Sponsor. The FAA shall proceed expeditiously to comply with the provisions of NEPA.
- L. In all instances involving questions as to the content or relevance of the environmental data and analyses, and evaluations and wording prepared by the Contractor, the FAA, with appropriate advice and consultation where deemed necessary by the FAA, will make the final determination on the inclusion, deletion or modification of the same in the Draft or Final EIS.
- M. Upon completion of the Draft EIS, the FAA, with the Contractor's assistance, shall be responsible for organizing and conducting any public hearings.

- N. The FAA will receive all comments during the Draft EIS review and comment period. This period (at least 45 days) will be initiated when the Environmental Protection Agency (EPA) publishes the "Draft EIS Notice of Availability" in the Federal Register.
- O. At the close of the Draft EIS review and comment period, the FAA shall identify the issues and comments submitted which will require response in the Final EIS. The FAA will direct those comments to the Contractor for preparation of proposed responses, and shall furnish the Sponsor with copies of all comments received. The Contractor will furnish proposed responses to the FAA and Sponsor for review and comment. The FAA, with appropriate advice and consultation, shall modify the proposed responses as it deems necessary.
- P. After receipt of comments and preparation of responses, the FAA, after appropriate advice and consultation, may direct the Contractor to make changes to the text of the Draft EIS as necessary.
- Q. At such time as the FAA has approved the Final EIS, the Contractor shall print the contracted quantity of Final EIS. The FAA shall submit an appropriate number of copies of the Final EIS to the Sponsor. The FAA shall proceed expeditiously to comply with the provisions of NEPA.
- R. The FAA will receive all comments on the Final EIS during the mandatory "hold period" per 40 CFR 1506.10(b)(2). This period (at least 30 days) will be initiated when the EPA publishes the "Final EIS Notice of Availability" in the Federal Register.
- S. The FAA, with assistance from the Contractor, will prepare and issue the FAA Record of Decision.
- T. The FAA will maintain the confidentiality of, and will not release or allow access to, any information, documents or materials which in its opinion are validly designated as confidential by the Sponsor or Contractor and which contain trade secrets, proprietary data, or commercial or financial information. Information developed under this MOU is disclosable to the public to the extent required by law. In any instance where the FAA proposes to release to the public or allow access to any information, documents or materials which the Sponsor or Contractor has designated as confidential, it shall notify the Sponsor or Contractor of its intention to do so and

provide the Sponsor or Contractor the opportunity to appeal the decision in accordance with applicable regulations on such release or access prior to any such release or access.

#### **IV. CESSATION AND TERMINATION**

- A. Any of the parties to this MOU may withdraw from the terms of this MOU for good cause upon 30 days written notice to the other party. During this period, the parties will actively attempt to resolve any disagreement.
- B. In the event of a termination of this MOU, and if the preparation of an EIS by the FAA is still required, it is agreed as follows:
1. The FAA shall have access to all documentation, reports, analyses and data by the Contractor and Subcontractors with confidentiality governed by paragraph III.T.
  2. The FAA shall assume the responsibility for preparing the EIS. The Sponsor shall no longer be responsible for the payment of costs associated with preparation of the EIS under the terminated MOU, apart from costs already incurred under the Sponsor's contract with the Contractor.
  3. Liability for termination shall be in accordance with paragraph II.G. hereof.
- C. In entering into this MOU, the FAA and the Sponsor recognize that it is impracticable to make provisions for every contingency, which may arise during the life of the MOU. The FAA and the Sponsor concur in the principle that their relationship within the framework of the MOU shall be characterized by fairness and shall be managed without detriment to the interest of either the FAA or the Sponsor. If, during the term of this MOU, either party has reason to believe that this principle has been or will be compromised, the parties promptly shall consult with each other in a good faith endeavor to agree upon such action(s) as may be necessary to eliminate the cause or causes therefore.

**V. NO RIGHTS FOR NON-PARTIES** No rights or privileges are created or intended to be created by this MOU in anyone not a signatory of this MOU.

**VI. MODIFICATION** This MOU represents the entire agreement with respect to the subject matter hereof and supersedes any prior understanding or representation of any kind preceding the date of this MOU. This MOU may be modified by the parties hereto only by written agreement by all the parties.

**United States Federal Aviation Administration**

\_\_\_\_\_  
Mark A. McClardy,  
Manager, Airports Division, AWP-600

\_\_\_\_\_  
Date

**Town of Pahrump, Nevada**

\_\_\_\_\_

\_\_\_\_\_  
Date

**Nye County, Nevada**

\_\_\_\_\_

\_\_\_\_\_  
Date





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Town of Pahrump 400 N. Hwy 160 Pahrump, NV 89060 Phone:775.727.5107 Fax: 775.727.0345

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August 12, 2014

To the Nye County Commissioners:

Please accept this letter as indication of the support from the Pahrump Town Board regarding a request for exemption for the Calvada Meadows Airport Association.

The area surrounding the Calvada Meadows Airport is privately held land. The land has a combination of residential dwellings, as well as commercial structures. The Town's understanding is that frequent emergency landings are requested to be made on the private airstrip. When such emergency landings occur, often times, private restrooms facilities are needed. The Association would like to build, at their sole cost, a restroom for such purpose. However, the county advises that commercial restroom facilities are required by County code and that a waiver would need to be obtained for any deviation. The reality is that the cost of a commercial restroom facility would approximate \$40,000, whereas a restroom facility under residential codes would approximately cost \$2,000.

The Pahrump Town Board would request and appreciate consideration of this exemption by the Nye County Commissioners.

\_\_\_\_\_  
Harley Kulkin, Chairman

\_\_\_\_\_  
William Dolan, Vice Chair

\_\_\_\_\_  
Dr. Tom Waters, Clerk

\_\_\_\_\_  
Robert Adams

\_\_\_\_\_  
Amy Riches

**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED  
07/22/2014

DATE OF DESIRED BOARD MEETING  
08/12/2014

CIRCLE ONE: Action Item      Non-Action Item      Presentation

ITEM REQUESTED FOR CONSIDERATION:

Consideration to approve purchasing of new Fire Department Command Vehicle.

*If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.*

BRIEF SUMMARY OF ITEM:

See attached memo.

STAFF COMMENTS/RECOMMENDATIONS:

Staff would recommend approval.

BACKUP ATTACHED:     YES       NO

NAME OF PRESENTER(S) OF ITEM: Susan Holecheck, Town Manager

SPONSORED BY:

Susan Holecheck, Town Manager

Print Name

  
Susan M. Holecheck

Signature

400 N. Hwy 160

Mailing Address

(775) 727-5107 ext.

Telephone Number

***Pahrump Valley Fire-Rescue Services***

***Administrative Offices***

*300 North Highway 160*

*Pahrump, Nevada 89060*

*(775) 727-5658 fax: (775) 751-4010*

*Scott F. Lewis, Fire Chief*

**MEMORANDUM**

**Date:** July 31, 2014  
**To:** Susan Holecheck  
Town Manager  
**From:** Scott F. Lewis  
*Fire Chief*  
**Subject:** *Chief/Command Vehicle*

.....

I am requesting permission to replace the current Chief's higher mileage SUV with a comparably equipped SUV.

**PROPOSAL SUMMARY:**

In our on-going effort to provide the best and safest service possible, the time has come to replace the Chief's current SUV with a similarly modified SUV. Increased response frequency and greater service demands placed upon our department support this proposal. Funding is available through the Town Board approved General Fund CIP (Fire).

**STATEMENT OF NEED:**

Increased responses, complexity of incidents, personnel accountability, and mandated execution of NIMS Incident Command requires a vehicle with extraordinary capacity and design.

Scene management, accessibility to broadened communication equipment, and additional fire ground support materials is critical to successful and safe incident mitigation and requires a well designed conversion.

Our experience has shown that the current SUV (2006 Ford Expedition-Car-1) has exceeded our expectations in providing the necessary platform for mid to high level duration incidents in which numerous resources and personnel must be effectively managed.

During the past 8 years, "Car-1, has responded to just under 4000 emergencies and logged in more than 3500 hours of duty-service. While the current odometer displays 130,000 miles, it does not reflect the numerous idling hours at emergency incidents.

The Ford Expedition remains the ideal vehicle for the Fire Service. The rear cargo area provides the necessary (cubic/ft) space for the command module. The current module is the anchor for radios, computer / printer, writing surfaces, accountability and incident command equipment. Additionally, there is storage space for Fire Pre-Plans, Town of Pahrump Emergency Plan, SCBA, Medical Equipment, fire extinguishers etc.

The Expedition (4 wheel drive) provides access to remote areas of the valley. It also provides increased height to navigate rising waters during heavy rains thus providing access to any emergency.

The Expedition also has the capacity to tow the HAZ Mat trailer.

The current Command Expedition was originally converted with the idea that much of the specialized equipment could be transferred to a similar chassis. This remains the case with most of the equipment projected to be installed in the new vehicle. The warning devices will be further upgraded due to the age and accumulated use hours.

### **RESEARCH:**

Over the past several weeks, I have telephoned, emailed, and in many cases visited Ford dealerships throughout Las Vegas. I also explored vehicle availability (on-line) through Ford Dealers, CarMax and Rental Car Companies.

The new 2015 Expedition models underwent significant changes and no longer meets our operational objectives. Therefore, our goal is to acquire a 2014 clearance vehicle with a reduced expenditure through additional rebates and incentives.

Most of the few remaining 2014 Expeditions are high cost overly equipped vehicles that exceed our budget constraints. None of the dealerships had Expeditions in stock that met our minimal options list. Additionally, there is no opportunity to order 2014 models from the factory.

### **CHASSIS QUOTES:**

Team Ford: Submitted a proposal for total cost of \$41,566.05. Vehicle from Arizona  
Gaudin Ford: Submitted a proposal for total cost of \$41,289.00. Vehicle from Arizona.  
Friendly Ford: Submitted a proposal for total cost of \$41,989.00. Vehicle from Arizona  
Ford Country: No comparable vehicles available. High end models  
CarMax: 500 mile search, no 2014 Ford Expeditions  
Enterprise Car Sales: National search, no 2014 Ford Expeditions

**CONVERSION:**

The labor hours and equipment upgrades for the emergency equipment installation/conversion shall be completed at a cost not to exceed \$24,000.

**BUDGET:**

The total project cost including the vehicle acquisition and subsequent conversion (emergency vehicle/command) shall not exceed the CIP budget of \$70,000. Separate vendors will be utilized for the vehicle acquisition versus the conversion.

Funds are available through the Town Board approved General Fund Fire Capital Project (Command Vehicle, FY 2014 Budget) for the current fiscal year.

**SCHEDULE:**

The purchase would be completed as soon as possible to avoid immediate loss of chassis availability.

**RECOMMENDATION:**

I recommend the purchase and subsequent conversion of a full-sized Ford Expedition (4wd) XLT as outlined above from Gaudin Ford for \$41,289.00.

I am available for any questions that you may have.

Thank you,

Scott

Attachments

# Gaudin Ford Low Price

2014 Ford Expedition

[Click Here To View Window Sticker](#)

MSRP	47110		
Invoice Price	44739		
Gaudin Price	44739	44739	
Rebates	6000*	- 4250	
Total Savings	8371	40,489	
Your Gaudin Ford Low Price	38739	+ 800 Ship	41,289

Call 1(650) 580-6474 to set an appointment for a test drive today!

see next page

I would like to say thank you for the opportunity to deliver on our promises and allow you to experience firsthand the benefits of working with Gaudin Ford, **A Family Dealership Since 1923**. It's my goal to not only meet your expectations, but to exceed them.

## Contact Me

**Nick Penner**

Sales & Leasing Consultant

Gaudin Ford - Since 1923

1(650) 580-6474



## Gaudin Ford Reviews - [More Reviews](#)

I have had previous experience with Gaudin Ford in purchasing an F150, Expedition, and, my daughter purchased an Edge from them. There professionalism in the sales department and service is wonderful making for an experience that is not full of drama and stress!!! I would recommend this dealership to anybody! **Padi B - Las Vegas**



**Scott Lewis**

**From:** EmailService@DealerSocket.com on behalf of John Blink [EmailService@DealerSocket.com]  
**Sent:** Wednesday, July 30, 2014 5:25 PM  
**To:** slewis@pahrumprv.org  
**Subject:** Hello

Pahrump Fire Dep./ Scott -- Didn't want you to miss out on this. Take a look and let me know what you think. Talk to you later.



New Fords - Used Cars - Sales Specials - Service Specials



	Sales	<b>800-810-6595</b>
www.GaudinFord.com	Service	888-311-7617
6625 Roy Horn Way	Parts	888-295-6817
Las Vegas, Nevada 89118	Body Shop	702-792-1100

Hello Pahrump Fire Dep./ Scott ,

My name is **Nick Penner** and I will be assisting you here at Gaudin Ford. If you would like to reach me by phone anytime **please call 1(650) 580-6474.**

**\*\*the \$6000 Rebate is applicable only if financed through Ford at STD Rates...**

**PLEASE add \$800 for shipping to LAS**

**CASH Rebate is \$4,250\*\***

I feel confident that we can match a vehicle to all your needs. Below you will find your quote on the vehicle you requested, will this work for you?





Go Further  
ford.com

VEHICLE DESCRIPTION  
**EXPEDITION**

EE **F51930**

2014 EXP XLT 4X4  
XLT 8-PASSENGER  
FLEX FUEL 5.4L SOHC V8 ENGI  
6-SPEED AUTOMATIC O/D TRANS

EXTERIOR  
RUBY RED METALLIC TINTED CL  
INTERIOR  
STONE CLOTH BUCKET SEATS

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- GRILLE, 4-BAR CHROME
  - RUNNING BOARDS
  - LUGGAGE RACK AND CROSSBARS
  - LIFTGATE WITH FLIP-UP GLASS
  - FOG LAMPS
  - AUTOLAMP-AUTO ON/OFF HDLMP

- INTERIOR**
- AUXILIARY AUDIO INPUT JACK
  - CENTER CONSOLE W/STORAGE
  - 2ND ROW BENCH SEAT
  - 3RD ROW 60/40 SPLIT BENCH
  - OVERHEAD/FLOOR CONSOLE
  - POWER ADJUSTABLE PEDALS
  - TILT STEERING WHL/ CRUISE & AUDIO CONTROLS
  - SIRIUS SAT RADIO N/A AK/HI
  - ELECTROCHROMIC MIRROR

- FUNCTIONAL**
- ENGINE 5.4L V8
  - FRONT/REAR IND SUSPENSION
  - CONTROL TRAC 8 4X4 SYSTEM
  - CLASS IV TRAILER TOW PKG
  - TRAILER SWAY CONTROL
  - SYNC
  - SYNC APPLINK
  - SYNC SERVICES
  - MYKEY
  - PWR HTD MIRRORS W/SEC LAMP
  - REAR INT WIPER/WASH/DEFROST
  - UNIVER GARAGE DOOR OPENER

- SAFETY/SECURITY**
- ADVANCETRAC WITH RSC
  - AIRBAGS - SIDE IMPACT / SAFETY CANOPY
  - 4-WHEEL DISC BRAKES W/ABS
  - LATCH CHILD SAFETY SYSTEM
  - SOS POST CRASH ALERT SYS
  - SECURILOCK PASS ANTI THEFT
  - SECURICODE KEYLESS KEYPAD
  - REVERSE SENSING SYSTEM
  - TIRE PRESSURE MONITOR SYS

- WARRANTY**
- 3YR/36,000 BUMPER / BUMPER
  - 5YR/60,000 POWERTRAIN
  - 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE	(MSRP)	PRICE INFORMATION	(MSRP)
<b>EQUIPMENT GROUP 200A</b>		BASE PRICE	\$44,875.00
<b>OPTIONAL EQUIPMENT</b>		TOTAL OPTIONS	1,040.00
2014 MODEL YEAR		TOTAL VEHICLE & OPTIONS	45,915.00
RUBY RED METALLIC TINTED CLEAR	395.00	DESTINATION & DELIVERY	1,195.00
ALL WEATHER FLOOR MATS	75.00		
HEAVY DUTY TRAILER TOW	570.00		

EPA DOT Fuel Economy and Environment E85 Flexible-Fuel Vehicle Gasoline-Ethanol (E85)

**Fuel Economy**

**15** MPG  
combined city/hwy

13 18 6.7  
city highway gallons per 100 miles

Std SUV range from 13 to 26 MPG. The best vehicle rates 119 MPG. Values are based on gasoline and do not reflect performance and ratings based on E85.

**You spend \$6,000** more in fuel costs over 5 years compared to the average new vehicle.

**Driving Range**

**Annual fuel cost \$3,500**

**Fuel Economy & Greenhouse Gas Rating** (EPA only) **Smog Rating** (EPA only)

1 2 10 1 2 10  
Best Best

This vehicle emits 509 grams CO<sub>2</sub> per mile. The best emits 0 grams per mile (EPA only). Producing and distributing fuel also create emissions. Learn more at [fuelconomy.gov](http://fuelconomy.gov)

**fuelconomy.gov**  
Calculate personalized estimates and compare vehicles

**GOVERNMENT 5-STAR SAFETY RATINGS**

**Overall Vehicle Score** ★ ★ ★ ★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

**Frontal Crash** Driver ★ ★ ★ Passenger ★ ★ ★ ★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

**Side Crash** Front seat ★ ★ ★ ★ ★ Rear seat ★ ★ ★ ★ ★

Based on the risk of injury in a side impact.

**Rollover** ★ ★ ★ ★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest.  
Source: National Highway Traffic Safety Administration (NHTSA).  
[www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

Go Further

MSRP ONE		<b>TOTAL MSRP</b>	<b>\$47,110.00</b>
CR1P		This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.	
MSRP TWO	FINAL ASSEMBLY PLANT	KENTUCKY	
METHOD OF TRANSFER	FORM # 71-L674 O/T 1	<b>SPECIAL ORDER</b>	
CONVOY		EE221 N RB 2X 425 000719 05 22 14	

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Ford ESP is the only extended service plan honored at every Ford dealership in the U.S. and Canada. See your dealer for additional details or visit [www.FordCenter.com](http://www.FordCenter.com) for more information.

Choose the vehicle you want. Whether you decide to lease or finance, you'll find the checks that are right for you. See your Ford Dealer for details or visit [www.FordCredit.com](http://www.FordCredit.com).



Pahrump Fd  
2014 Expedition  
Salesperson: Gary Corwin  
07/31/2014 4:39 pm

702-395-5100

### Cash Deal Structure

Market Value	47,110.00
Discount Savings	-2,071.20
Vehicle Price	45,038.80
Rebate Savings	-4,250.00
Veh. Price (Net after Rebate)	40,788.80
Accessories	350.00
Document Prep Fee	399.00
License / Title	28.25
<b>Due On Delivery</b>	<b>41,566.05</b>
Tax: EXEMPT	0.00 %

*Team Ford*

Cash Total includes: SHIPPING/FREIGHT \$350

Thanks for coming to Team Ford Lincoln. Thanks to you, we've been the #1 Ford dealer in Nevada for the last 5 out of 6 years!! You picked the BEST DAY TO COME IN A PURCHASE A NEW FORD OR LINCOLN from Team Ford Lincoln!

44739  
- 4250  
+ 800

Incentive programs, Rebates, Rates, Terms and Payments are subject to change and are impacted by individual credit history and are subject to credit approval and program verification.



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VEHICLE DESCRIPTION

# EXPEDITION

## EE F51930

2014 EXP XLT 4X4  
XLT 9-PASSENGER  
FLEX FUEL 5.4L SOHC V8 ENGI  
6-SPEED AUTOMATIC O/D TRANS

EXTERIOR  
RUBY RED METALLIC TINTED CL  
INTERIOR  
STONE CLOTH BUCKET SEATS

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

**EXTERIOR**

- GRILLE, 4-BAR CHROME
- RUNNING BOARDS
- LUGGAGE RACK AND CROSSBARS
- LIFTGATE WITH FLIP-UP GLASS
- FOG LAMPS
- AUTOLAMP-AUTO ON/OFF HOLMP

**INTERIOR**

- AUXILIARY AUDIO INPUT JACK
- CENTER CONSOLE W/STORAGE
- 2ND ROW BENCH SEAT
- 3RD ROW 60/40 SPLIT BENCH
- OVERHEAD/FLOOR CONSOLE
- POWER ADJUSTABLE PEDALS
- TILT STEERING WHL/ CRUISE & AUDIO CONTROLS
- SIRIUS SAT RADIO N/A AK/HI
- ELECTROCHROMIC MIRROR

**FUNCTIONAL**

- ENGINE 5.4L V8
- FRONT/REAR IND SUSPENSION
- CONTROL TRAC II 4X4 SYSTEM
- CLASS IV TRAILER TOW PKG
- TRAILER SWAY CONTROL
- SYNC
- SYNC APPLINK
- SYNC SERVICES
- MYKEY
- PWR HTD MIRRORS W/SEC LAMP
- REAR INT WIPER/WASH/DEFRST
- UNIVER GARAGE DOOR OPENER

**SAFETY/SECURITY**

- ADVANCETRAC WITH RSC
- AIRBAGS - SIDE IMPACT / SAFETY CANOPY
- 4-WHEEL DISC BRAKES W/ABS
- LATCH CHILD SAFETY SYSTEM
- SOS POST CRASH ALERT SYS
- SECURICODE PASS ANTI THEFT
- SECURICODE KEYLESS KEYPAD
- REVERSE SENSING SYSTEM
- TIRE PRESSURE MONITOR SYS

**WARRANTY**

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE

EQUIPMENT GROUP 300A

OPTIONAL EQUIPMENT

- 2014 MODEL YEAR  
RUBY RED METALLIC TINTED CLEAR  
ALL WEATHER FLOOR MATS  
HEAVY DUTY TRAILER TOW

(MSRP)

395.00  
75.00  
570.00

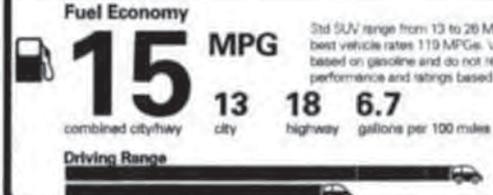
PRICE INFORMATION

BASE PRICE \$44,875.00  
TOTAL OPTIONS 1,040.00  
TOTAL VEHICLE & OPTIONS 45,915.00  
DESTINATION & DELIVERY 1,195.00

(MSRP)

### EPA DOT Fuel Economy and Environment

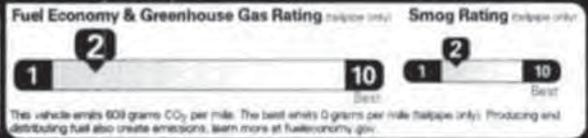
E85 Flexible-Fuel Vehicle Gasoline-Ethanol (E85)



Std SUV range from 13 to 26 MPG. The best vehicle rates 119 MPG. Values are based on gasoline and do not reflect performance and ratings based on E85.

**You spend \$6,000**  
more in fuel costs over 5 years compared to the average new vehicle.

**Annual fuel cost \$3,500**



**fuelconomy.gov**

Calculate personalized estimates and compare vehicles



GOVERNMENT 5-STAR SAFETY RATINGS

**Overall Vehicle Score** ★ ★ ★ ★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

---

**Frontal Crash**

Driver	★ ★ ★
Passenger	★ ★ ★ ★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

---

**Side Crash**

Front seat	★ ★ ★ ★ ★
Rear seat	★ ★ ★ ★ ★

Based on the risk of injury in a side impact.

---

**Rollover** ★ ★ ★ ★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). [www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236



1FMJU1J55EEF51930

Extended Service Plan  
Ford ESP is the only extended service plan honored at every Ford dealership in the U.S. and Canada. See your dealer for additional details or visit [www.FordCare.com](http://www.FordCare.com) for more information.

Ford Credit  
Choose the vehicle you want. Whether you decide to lease or finance, you'll find the choices that are right for you. See your Ford Dealer for details or visit [www.FordCredit.com](http://www.FordCredit.com).

TRUCK TYPE	CR1P	TOTAL MSRP	\$47,110.00
TRUCK TYPE	FINAL ASSEMBLY PLANT	This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.	
	KENTUCKY		
METHOD OF TRANSF.	ITEM #	<b>SPECIAL ORDER</b>	
CONVOY	71-L674 O/T 1	EE221 N RB 2X 425 000719 05 22 14	

Scott Lewis

---

**From:** INTERNETTEAM@FRIENDLYFORDLV.COM  
**Sent:** Thursday, July 31, 2014 6:28 PM  
**To:** SLEWIS@PAHRUMPNV.ORG  
**Subject:** Friendly Ford

<http://www.friendlyfordlv.com/>>

*Friendly Ford*

Scott,

Thank you for your inquiry and welcome to Friendly Ford, working hard to earn your business!

Below is the pricing breakdown of the new 2014 Expedition yourself and David have been in contact with. In the 3,300 Ford Dealers none of them have the grey interior without the moon roof but Friendly Ford was able to locate this vehicle for you at this price. If you have any questions please contact David Boehle.

Vehicle: 2014 Ford Expedition 4x4 Tow Package (Ruby Red with Stone Cloth Interior)

MSRP: \$31,020 *41,070 per David.*

Invoice: \$46,239

Retail Customer Cash: \$3,500

Retail Bonus Cash: \$750

\*ePrice: \$41,989

\*Tax, title and documentation fees extra. You may not qualify for all rebates and you may be eligible for additional discounts! Incentives subject to change. Dealer installed options, if any, not included.

Sincerely,

Enrie Davis <<mailto:internetteam@friendlyfordlv.com>>

eBusiness Services

Friendly Ford

(800) 928-7198

[www.friendlyfordlv.com](http://www.friendlyfordlv.com)

Click here to opt out of future correspondence.

[https://IBC.FRIENDLYFORDLV.COM/OptOut.htm?CL=69A001&ID=000643893890482014073169A001\\_BLANK&SR C=HHD](https://IBC.FRIENDLYFORDLV.COM/OptOut.htm?CL=69A001&ID=000643893890482014073169A001_BLANK&SR C=HHD)>



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ford.com

VEHICLE DESCRIPTION  
**EXPEDITION**

EE F51930

2014 EXP XL T 4X4  
XL T 9-PASSENGER  
FLEX FUEL 3.4L 50HC V8 ENGI  
6-SPEED AUTOMATIC O/D TRANS

EXTERIOR  
RUBY RED METALLIC TINTED CL  
INTERIOR  
STONE CLOTH BUCKET SEATS

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- GRILLE, 4-BAR CHROME
  - RUNNING BOARDS
  - LUGGAGE RACK AND CROSSBARS
  - LIFTGATE WITH FLIP-UP GLASS
  - FOG LAMPS
  - AUTOLAMP-AUTO ON/OFF HDLMP

- INTERIOR**
- AUXILIARY AUDIO INPUT JACK
  - CENTER CONSOLE W/STORAGE
  - 2ND ROW BENCH SEAT
  - 3RD ROW 60/40 SPLIT BENCH
  - OVERHEAD/FLOOR CONSOLE
  - POWER ADJUSTABLE PEDALS
  - TILT STEERING WHL/ CRUISE & AUDIO CONTROLS
  - SIRIUS SAT RADIO N/A AK/HI
  - ELECTROCHROMIC MIRROR

- FUNCTIONAL**
- ENGINE 3.4L V8
  - FRONT/REAR IND SUSPENSION
  - CONTROL TRAC II 4X4 SYSTEM
  - CLASS IV TRAILER TOW PKG
  - TRAILER SWAY CONTROL
  - SYNC
  - SYNC APPLINK
  - SYNC SERVICES
  - MYKEY
  - PWR HTD MIRRORS W/SEC LAMP
  - REAR INT WIPER/WASH/DEFRST
  - UNIVER GARAGE DOOR OPENER

- SAFETY/SECURITY**
- ADVANCETRAC WITH RSC
  - AIRBAGS - SIDE IMPACT / SAFETY CANOPY
  - 4-WHEEL DISC BRAKES W/ABS
  - LATCH CHILD SAFETY SYSTEM
  - SOS POST CRASH ALERT SYS
  - SECURICODE PASS ANTI THEFT
  - SECURICODE KEYLESS KEYPAD
  - REVERSE SENSING SYSTEM
  - TIRE PRESSURE MONITOR SYS

- WARRANTY**
- 3YR/36,000 BUMPER / BUMPER
  - 5YR/60,000 POWERTRAIN
  - 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE  
EQUIPMENT GROUP 200A

(MSRP)

OPTIONAL EQUIPMENT  
2014 MODEL YEAR  
RUBY RED METALLIC TINTED CLEAR  
ALL WEATHER FLOOR MATS  
HEAVY DUTY TRAILER TOW

395.00  
75.00  
570.00

PRICE INFORMATION

BASE PRICE	\$44,875.00
TOTAL OPTIONS	1,040.00
TOTAL VEHICLE & OPTIONS	45,915.00
DESTINATION & DELIVERY	1,195.00

(MSRP)

EPA DOT Fuel Economy and Environment

E85 Flexible-Fuel Vehicle Gasoline-Ethanol (E85)

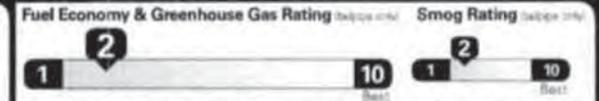
**Fuel Economy**  
**15** MPG  
combined city/hwy  
13 city  
18 highway  
6.7 gallons per 100 miles

Std SUV range from 13 to 26 MPG. The best vehicle rates 119 MPG. Values are based on gasoline and do not reflect performance and ratings based on E85.

**You spend \$6,000**  
more in fuel costs over 5 years compared to the average new vehicle.



**Annual fuel cost \$3,500**



Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 23 MPG and costs \$11,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.50 per gallon. This is a dual fueled automobile. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

**fuelconomy.gov**

Calculate personalized estimates and compare vehicles



GOVERNMENT 5-STAR SAFETY RATINGS

**Overall Vehicle Score** ★ ★ ★ ★  
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

**Frontal Crash** Driver ★ ★ ★  
Passenger ★ ★ ★ ★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

**Side Crash** Front seat ★ ★ ★ ★ ★  
Rear seat ★ ★ ★ ★ ★

Based on the risk of injury in a side impact.

**Rollover** ★ ★ ★ ★  
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236



Go Further

SALES USE	CRIP	TOTAL MSRP	\$47,110.00
SALES USE	FINAL ASSEMBLY PLANT	This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.	
	KENTUCKY		
METHOD OF TRAILER	ITEM #	<b>SPECIAL ORDER</b>	
CONVOY	71-L874 O/T 1	EE221 N RB 2X 425 000719 05 22 14	

Extended Service Plan  
Ford ESP is the only extended service plan honored at every Ford dealership in the U.S. and Canada. See your dealer for additional details or visit www.fordowner.com for more information.

Choose the vehicle you want. Whether you decide to lease or finance, you'll find the choices that are right for you. See your Ford Dealer for details or visit www.FordCredit.com.

Find a Car Sell Us Your Car Research Financing Why CarMax Find a Store

Call Us Your Car

Search

MyCarMax

Sign in Register

Your nearest store

West Coast

Change Contact Us Map

Website Feedback

Your Selections

Clear all

Mileage

10,000 or less

Remove

Year

2014-2014

Remove

Make

Ford

Remove

Type

Sport Utilities

Remove

Save this search | Create an alert

Price

\$0 to No Max

Mileage

10,000 or less

Year

2014 to 2014

Make

Chevrolet (2)

Dodge (1)

Ford (1)

Infiniti (1)

Jeep (6)

Kia (1)

Lexus (1)

Nissan (1)

Porsche (1)

Toyota (1)

Type

Coupes (8)

Sedans (2)

Sport Utilities (1)

Sports Cars (5)

1 cars found within 500 miles

of 89146

Update

CARMAX QUALITY CERTIFIED

01 SELECT we select the best

02 RENEW we renew each car

03 PROTECT we protect your investment



Sort by: Distance: Nearest First

Per page: 20



Quick Look - 43 Photos

Compare

2014 Ford Explorer Sport

Leather Seats, 3rd Rear Seat, Navigation System, Front Seat Heaters, 4WD/AWD, Auxiliary Audio Input

Miles 3K

Drive 4WD

Trans Automatic

MPG 16/22

Exterior White

Interior Black

Stock # 10966339

No-haggle price

\$42,998\*

Current Location

Buena Park, CA

Free Transfer

to West Sahara

See More Details

Save This Car

Make the right car perfect with a backseat DVD entertainment system

Sort by: Distance: Nearest First

Per page: 20

\* Price excludes tax, title, tags, and \$149 documentary fee (not required by law). Price assumes that final purchase will be made in the State of NV, unless vehicle is non-transferable.

† See store for written details. 30-day limited warranty (60-Day in CT, 90-Day in MA and NY). 5-Day Money-Back Guarantee and limited warranty are for used vehicles only.

CARMAX

No 2014 Ford Expedition

Chat With Us



Like 888-227-7253

*NO 2014 Expedition*

Your Search Results:  
9 Vehicles Found

Your Search Results

Year: 2014 or older  
Mileage: Under 5,000  
Make: FORD

Sort by: Distance (Near-Far) ▾

10 per page ▾

Page: 1    Year    Make    Model    Miles    Payment<sup>1</sup>    Price<sup>1</sup>

Refine Your Search

**Price**  
No Min ▾ No Max ▾

**Payment** (configure)  
No Min ▾ No Max ▾

**Mileage**  
Under 5,000 ▾

**Year**  
No Min ▾ 2014 ▾

**Location**  
89048   Nationwide ▾

Do not show vehicles which have transfer fees.

Fuel Economy

**Average** Any ▾

**City** Any ▾

**Highway** Any ▾

Make

- ACURA (1)
  - CHEVROLET (2)
  - CHRYSLER (1)
  - DODGE (14)
  - FORD (9)
  - HONDA (26)
  - HYUNDAI (2)
  - INFINITI (1)
  - JEEP (1)
  - NISSAN (5)
- [ Show 1 other make ]

Model

- Escape (1)
- F-150 Reg Cab (1)
- F-150 Regular Cab (5)
- Fiesta (1)

Body Type

Features

Exterior Color



**2013 FORD F150 Reg Cab XL 8ft Bed 2wd**

Location: Henderson, NV, No Transfer Fee  
Distance: 64 Miles

3K

##

**\$20,999**

Compare



**2013 FORD F150 Regular Cab XLT Pickup 2D 8 ft**

Ext. Color: White  
Int. Color: Gray  
Location: Tempe, AZ, \$300 Transfer Fee  
Distance: 318 Miles

3K

##

**\$21,299**

Compare



**2013 FORD F150 Regular Cab XL Pickup 2D 8 ft**

MPG City: 15    MPG Hwy: 21  
Ext. Color: White  
Int. Color: Gray  
Location: Saint Charles, MO, \$1,125 Transfer Fee  
Distance: 1408 Miles

3K

##

**\$22,716**

Compare



**2013 FORD F150 Regular Cab XL Pickup 2D 8 ft**

Ext. Color: White  
Int. Color: Gray  
Location: St. Louis, MO, \$1,125 Transfer Fee  
Distance: 1417 Miles

1K

##

**\$23,116**

Compare



**2013 FORD F150 Regular Cab XL Pickup 2D 8 ft**

MPG City: 15    MPG Hwy: 21  
Ext. Color: White  
Int. Color: Gray  
Location: St. Louis, MO, \$1,125 Transfer Fee  
Distance: 1420 Miles

5K

##

**\$22,586**

Compare



**2013 FORD F150 Regular Cab XL Pickup 2D 8 ft**

MPG City: 15    MPG Hwy: 21  
Ext. Color: White  
Int. Color: Gray  
Location: Glen Ellyn, IL, \$1,225 Transfer Fee  
Distance: 1548 Miles

2K

##

**\$22,124**

Compare

Interior Color	 <p>12 photos Video</p>	<b>2013 FORD F150 Regular Cab XL Pickup 2D 8 ft</b>	3K	租	<b>\$22,124</b>	Compare
Transmission		MPG City: 15 MPG Hwy: 21 Ext. Color: White Int. Color: Gray Location: Chicago, IL, \$1,225 Transfer Fee Distance: 1564 Miles				
Engine						
Drive Type						
Fuel Type						
	 <p>13 photos Video</p>	<b>2014 FORD Escape Titanium Sport Utility 4D</b>	1K	租	<b>\$30,449</b>	Compare
		Ext. Color: White Int. Color: Gray Location: Greensboro, NC, \$1,450 Transfer Fee Distance: 2011 Miles				
	 <p>12 photos Video</p>	<b>2013 FORD Fiesta SE Hatchback 4D</b>	3K	租	<b>\$16,596</b>	Compare
		Ext. Color: Green Int. Color: Black Location: Essington, PA, \$1,600 Transfer Fee Distance: 2219 Miles				

Page: 1

10 per page

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Vehicle Locator

Automotive websites by

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**Terms & Conditions**

<sup>1</sup>Price does not include tax, title, tags, governmental fees, electronic filing charge, any emissions testing charges, and any finance charges (if applicable), unless otherwise stated separately in the vehicle details. Price does not include processing, administrative, closing or similar fees of \$199 or less. Vehicles subject to prior sale. We make every effort to provide accurate information including but not limited to price, miles and vehicle options, but please verify with your local Enterprise Car Sales location before purchasing. Current mileage may vary due to test drives and vehicle relocation. Used vehicles were previously part of Enterprise short term rental, fleet or purchased by Enterprise from other sources including auto auctions, with previous use possibly short term rental, lease or other.

<sup>2</sup>Payment based on amount financed for month term APR chosen when customer estimated payment using the site calculator. These calculators are for informational purposes only. Calculator results do not include tax, title, tags, document processing fees, governmental fees, and emissions testing charges. Terms do not necessarily represent actual available credit terms. We do not guarantee the accuracy of the credit figures, or their applicability to your circumstances. We encourage you to seek advice from qualified financial service professionals regarding all your personal finance needs.

**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED  
07/08/2014

DATE OF DESIRED BOARD MEETING  
07/22/2014

**CIRCLE ONE:** Action Item      Non-Action Item      Presentation

ITEM REQUESTED FOR CONSIDERATION:

Consideration to adjourn to a closed session to receive information and advice from the Town's Attorney regarding potential or existing litigation pursuant to NRS 241.015(2)(b)(2)

*If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.*

BRIEF SUMMARY OF ITEM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STAFF COMMENTS/RECOMMENDATIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BACKUP ATTACHED:     YES             NO

NAME OF PRESENTER(S) OF ITEM: Susan Holecheck, Town Manager

SPONSORED BY:

Susan Holecheck, Town Manager  
Print Name

  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107 ext.  
Telephone Number



**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED  
07/08/2014

DATE OF DESIRED BOARD MEETING  
07/22/2014

**CIRCLE ONE:**    Action Item                      Non-Action Item                      Presentation

ITEM REQUESTED FOR CONSIDERATION:  
Concluding Public/Board/Staff comments

*If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.*

BRIEF SUMMARY OF ITEM:

STAFF COMMENTS/RECOMMENDATIONS:

BACKUP ATTACHED:     YES                       NO

NAME OF PRESENTER(S) OF ITEM:    Pahrump Town Board

SPONSORED BY:

Pahrump Town Board  
Print Name

Pahrump Town Board  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107  
Telephone Number

**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
07/08/2014	07/22/2014

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**CIRCLE ONE:**      Action Item              Non-Action Item            Presentation

ITEM REQUESTED FOR CONSIDERATION:  
Adjournment

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*If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.*

BRIEF SUMMARY OF ITEM:  
Good Night Citizens, Town Board, and Town Staff.

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STAFF COMMENTS/RECOMMENDATIONS:

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BACKUP ATTACHED:     YES             NO

NAME OF PRESENTER(S) OF ITEM:    Pahrump Town Board

SPONSORED BY:

Pahrump Town Board  
Print Name

Pahrump Town Board  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107 ext.  
Telephone Number