

PAHRUMP TOWN BOARD MEETING  
BOB RUUD COMMUNITY CENTER  
150 NORTH HIGHWAY 160  
TUESDAY – 7:00 P.M.  
FEBRUARY 9, 2010

AGENDA

1. **Call to Order and Pledge of Allegiance.**
2. **Discussion and possible decision** regarding moving the order of, or deleting an agenda item(s). (Action)
3. **Announcements** (Non-Action)
4. **Advisory Board Reports**, from Advisory Board Chairpersons and/or Town Board Liaisons on the status of Advisory Boards. (Non-Action)
5. **Town Manager Report.** (Non-Action)
6. **Town Board Member's Comments.** (Non-Action)
7. **Presentation** by Mr. Donald Wall, President of SNORE (Southern Nevada Off Road Enthusiasts) pertaining to holding the SNORE 250 Off-Road Race. (Non-Action)
8. **Discussion and possible decision** regarding updates from Pahrump Alliance for Valley Economic Development (PAVED) Board. (Action)
9. **Discussion and possible decision** on approving a contract between the Town of Pahrump and Brian K. Shoemake (Brian K. Media & Design) in regards to designing, operating and hosting the Town of Pahrump's website. (Action)
10. **Discussion and possible decision** regarding Public Comment to be placed as Item #3 and then again just before Adjournment. (Action)
11. **Discussion and possible decision** on moving the June 8, 2010, Town Board Meeting to another location due to Primary Elections. (Action)
12. **Discussion and possible decision** to approve replacement copier lease. (Action)
13. **Discussion and possible decision** on Pahrump Town Ordinance #29 (PTO 29), an amendment to ordinance #29 of the unincorporated Town of Pahrump, providing for a full-service fire department and providing for other matters properly relating thereto. (Action)

14. **Discussion and decision** on a Memorandum of Agreement (MOA) between the Town of Pahrump and Nye County, outlining the relationship between the Pahrump Valley Fire-Rescue Service and Nye County Emergency Services. (Action)
15. **Discussion and possible decision** on Pahrump Town Ordinance #39 (PTO #39), an amendment to Ordinance No. 39 of the Unincorporated Town of Pahrump, to revise and restate the Town's regulations concerning the management and maintenance of the Town's cemetery, and providing for other matters properly relating thereto. (Action)
16. **Discussion and possible decision** Consent agenda items: (Action)
  - a. Action – approval of Town vouchers
  - b. Action – approval of Special Town Board meeting minutes of January 19, 2010
  - c. Action – approval of Town Board meeting minutes of January 26, 2010
  - d. Action – approval of resignation of Kenneth Hoskin from the Pahrump Veteran's Memorial Advisory Board.
  - e. Action – approval of 72 hour Liquor permits for the Pahrump Valley Lions Club for February 19<sup>th</sup>, 2010 at the Pahrump Senior Center.
17. **Future Meetings/Workshops: Date, Time and Location.** (Action)
18. **Public Comment.** Action may not be taken on matters considered during this period until specifically included on an agenda as an action item – NRS241.020 (2)(C)(3). (Non-Action)
19. **Discussion and decision** regarding closed session for the Town Attorney to advise the Town Board and address legal issues relating to a subpoena issued by the Nevada Commission on Ethics. (Action)
20. **Closed session.**
21. **Discussion and decision** regarding issues addressed in closed session. (Action)
22. **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 or on an agenda item, at the appropriate time, will be limited to three (03) minutes.**

*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, FLOYD'S ACE HARDWARE, CHAMBER OF COMMERCE**

**AGENDA ITEM REQUEST**

Requests and backup **must** be in the Town Office by Noon, Wednesday of the week preceding the Town Board meeting you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the Bob Ruud Community Center.

DATE AGENDA ITEM SUBMITTED  
2/3/2010

DATE OF DESIRED BOARD MEETING  
2/9/2010

CIRCLE ONE:  or  Discussion Only

ITEM REQUESTED FOR CONSIDERATION:  
Presentation by Mr. Donald Wall, President of SNORE (Southern Nevada Off Road Enthusiasts) Pertaining to Holding the SNORE 250 Off-Road Race.

*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 E-mail from Mr. Donald Wall, President of SNORE.

BACKUP ATTACHED:  YES  NO

SPONSORED BY: Town Board & Town Staff

NAME OF PRESENTER(S) OF ITEM: Donald Wall, President of SNORE

William A. Kohbarger  
Print Name

William A. Kohbarger 02/03/10  
Signature

Town Office  
Mailing Address

(775) 727-5107 ext. 305  
Telephone Number

#7

## William Kohbarger

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**From:** Donald Wall [dwall1618@yahoo.com]  
**Sent:** Wednesday, February 03, 2010 2:49 PM  
**To:** bkohbarger@pahrumprnv.org  
**Subject:** SNORE off road race in pahrumprnv

My name is Don Wall and I am the President of SNORE.

Our sanctioning body has produced off road racing in southern Nevada for over forty years. Races like MINT 400 and Rage at the River in Laughlin to name a few. In late October of 2010 SNORE would like to race the crater flats course just outside of town. Our approximate car count is 125 and participant involvement is receptive. I would like to be at the town meeting next Tuesday to discuss this event and create an overview of what is to be the SNORE 250. The longest consecutive off road race in America. I hope we can reunite your community with our industry. That would be off road racing.

Thank you!

Donald Wall

President of SNORE

Southern Nevada Off Road Enthusiasts

702-513-9070 cell

702-485-2378 fax

[dwall1618@yahoo.com](mailto:dwall1618@yahoo.com)

AGENDA ITEM REQUEST

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DATE AGENDA ITEM SUBMITTED

JAN 20, 2010

DATE OF DESIRED BOARD MEETING

FEB 9, 2010

CIRCLE ONE:

Action

or

Non-Action

ITEM REQUESTED FOR CONSIDERATION:

STATUS UPDATE FROM PAVED 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:

(A) STATUS OF PAVED PLAN ON ECONOMIC DEVELOPMENT

(B) ACCOUNTING OF THE LAST FUNDS RECEIVED FROM THE TOWN OF PAHRUMP TO PAVED MAY 2009 AMOUNT OF 30,000.00

BACKUP ATTACHED:

YES

NO

NAME OF PRESENTER(S) OF ITEM:

BOARD OF DIRECTORS PAVED

SPONSORED BY:

Bill Dolan VICE CHAIRMAN TB

Bill Dolan

Print Name

(Signature)

Signature

400 N. Hwy 160 PAHRUMP 89060

Mailing Address

775-764-1327

Telephone Number

**AGENDA ITEM REQUEST**

Requests and backup **must** be in the Town Office by Noon, Wednesday of the week preceding the Town Board meeting you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the Bob Ruud Community Center.

DATE AGENDA ITEM SUBMITTED  
2/3/2010

DATE OF DESIRED BOARD MEETING  
2/9/2010

CIRCLE ONE: Discussion, Action, Decision or XXXXXXXXXX

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Decision on Approving a Contract between the Town of Pahrump and Brian K. Shoemake (Brain K. Media & Design) in regards to designing, operating and hosting the Town of Pahrump's Website.

*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 Contract.

BACKUP ATTACHED:  YES  NO

SPONSORED BY: Town Manager

NAME OF PRESENTER(S) OF ITEM: Town Manager

William A. Kohbarger  
Print Name

William A. Kohbarger 02/03/10  
Signature

Town Office  
Mailing Address

(775) 727-5107 ext. 305  
Telephone Number

## Item #9

Discussion and possible decision on approving a contract between the Town of Pahrump and Brian K. Shoemake (Brian K Media & Design) is regards to designing, operating and hosting the Town of Pahrump's website. (Action)

This item is still being worked on by the Town's Attorney. Backup information may be available on Tuesday A. M.

## AGENDA ITEM REQUEST

Requests and backup must be in the Town Office by Noon, Wednesday of the week preceding the Town Board meeting you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the Bob Ruud Community Center.

DATE AGENDA ITEM SUBMITTED

JAN 29 2010

DATE OF DESIRED BOARD MEETING

FEB 9 2010

CIRCLE ONE: Action

or

Non-Action

ITEM REQUESTED FOR CONSIDERATION:

Public Comment TO BE PLACED AS ITEM # 3  
AND THEN AGAIN JUST BE FOR ADJOURNMENT

*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:

Providing the Public a chance to Talk & Inform  
The Board before and after the meeting.

BACKUP ATTACHED:

YES

NO

NAME OF PRESENTER(S) OF ITEM:

Mike DARBY

SPONSORED BY:

Mike Darby

Print Name

Signature

Mailing Address

Telephone Number

**AGENDA ITEM REQUEST**

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DATE AGENDA ITEM SUBMITTED  
2/3/2010

DATE OF DESIRED BOARD MEETING  
2/9/2010

CIRCLE ONE: Discussion, Action, Decision or XXXXXXXXXX

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Decision on Moving the June 08, 2010, Town Board Meeting to Another Location due to Primary Elections.

*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 Bob Ruud Community Center is being utilized for the Primary Elections all Day on June 08, 2010 which is a regularly scheduled meeting time for the Town Board.

BACKUP ATTACHED:  YES  NO

SPONSORED BY: Town Manager

NAME OF PRESENTER(S) OF ITEM: Town Manager

William A. Kohbarger

Print Name

William A. Kohbarger 02/03/10

Signature

Town Office

Mailing Address

(775) 727-5107 ext. 305

Telephone Number



MEMO  
TOWN OF PAHRUMP  
TOWN BOARD MEETING AGENDA ITEM  
MEETING DATE: 02-09-10

TO: Town Board

FROM: William A. Kohbarger, Pahrump Town Manager

DATE: February 9, 2010

RE: Follow Up for Approval of Replacement Copier Lease Agreement

**1.) Background**

This is the staff's follow up response for additional information requested by the Town Board at its last meeting regarding the funding approval request for the town office replacement copier equipment and lease agreement.

*a.) Town Office Copier – Cost Comparisons.*

After a staff committee of users completed a review of the options, costs, and most importantly service response, the Town Manager is recommending that the best and most responsible vendor would be Xerox Corporation. Depending on the size, lease fees, copy fees, features, usage, and capacity of the range of copiers offered, the costs range from \$282.85 to \$407.83/month. Attachment B provides a summary of the comparative costs.

**A.) While no comparison of features and pricing models will ever be identical apples-to-apples, one of the staff's key concerns addressed with the recommended model is reliability and service response, which has been an issue over the course of the current installed equipment**

B.) The recommended vendor has a service representative based in Pahrump, and will provide four hour or next day service. This has been the experiences of the installed base with other governmental agencies; whose needs closely mirror the Town's when it comes to agenda packets and deadlines.

C.) More importantly, the installed base of similar copier equipment at both the county and school district involves over 100 various units, and provides a verifiable history of service response and operating performance.

D.) The equipment and agreement terms are part of the State of Nevada Department of Purchasing umbrella bid which allows all local governmental agencies to participate in the costs savings achieved by their volume purchasing capacity and pricing

MEMO  
TOWN OF PAHRUMP  
TOWN BOARD MEETING AGENDA ITEM  
MEETING DATE: 02-09-10

E.) The range of “annualized” costs is entirely dependent on copy volume, pricing models and color type of copy.

F.) As with computers and all electronics, after five years of use, there have been substantial changes to copier features and pricing. The newer generation copiers incorporate reliability and green technology improvements which will help reduce staff time, resource use, supplies and costs.

G.) Additionally the proposed agreement has been reviewed by the Town Attorney and one of its unique features is that it emphasizes complete customer satisfaction or replacement, should the model not deliver.

Those of you who use technology can appreciate; this often is a key to operating efficiently and effectively with mandated deadlines. Staff support of agenda packets for the public and advisory boards continues to increase and reliability is one of our key needs.

H.) The amount requested is a not to exceed amount, to allow flexibility to negotiate any additional financing or discount opportunities based on delivery that might become available during the transition

b.) Annex Copier

The smaller HP copier installed at the Annex for the convenience and benefit of the various Advisory Boards which historically have used that meeting space. It is not a high volume copier like the one proposed for approval this evening. It is primarily used for low volume copying of documents which, from my experience, has been typically brought to the meeting for distribution to public or board members for discussion as additional information.

The HP copier was purchased from Wal-Mart 3-4 years ago for approximately \$250. There is no monthly lease payment nor per copy charges like larger machines. Town purchases the ink and paper supplies as needed.

a.) FRS Copier

The copier currently in use at the FRS headquarters was acquired in October, 2008. The 60 month lease agreement is for \$338/ month and \$0.012/copy. The average number of copies per month over the last six months has been 5,140, so the monthly average cost is running \$400/month.

Comparatively, the FRS normally does not have large volume copying jobs such as agenda packets with backup for Town Board, Advisory Boards, or documents such as audits, proposals, or bid specifications.

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We discussed lease consolidation of the FRS and town copiers with Konica but it would cost more. Also the current Konica town copier has had reliability and maintenance response issues which staff does not want to face in the future, and therefore has recommended moving instead to a Xerox model for the reasons listed above.

**2.) Fiscal Impact**

The lease agreement replaces an expiring copier rental agreement and sufficient funds are available and budgeted in the FY10 General Fund budget for both the operating lease payments and copier charges.

**3.) Town Manager Recommendation and Board Action Requested**

The Town Manager recommends that the Town Board *move to approve a five year replacement copier lease agreement with the Xerox Corporation in an amount not to exceed \$25,000 for lease and future copier costs and further authorizes the Town Manager to execute appropriate documents, subject to Town Attorney review.*

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

MEMO  
TOWN OF PAHRUMP  
TOWN BOARD MEETING AGENDA ITEM  
MEETING DATE: 02-09-10

**(Attachment A – Xerox Lease Form)**

## Lease Agreement



### Terms and Conditions

#### INTRODUCTION:

1. **TOTAL SATISFACTION GUARANTEE.** If you are not totally satisfied with any Xerox-brand Equipment delivered under this Agreement, Xerox will, at your request, replace it without charge with an identical model or, at Xerox's option, with Xerox Equipment with comparable features and capabilities. This Guarantee applies only to Xerox-brand Equipment that has been continuously maintained by Xerox under this Agreement or a Xerox maintenance agreement. For "Previously Installed" Equipment, this Guarantee will be effective for 1 year after installation. For all other Equipment, this Guarantee will be effective for 3 years after installation unless the Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement.

#### GOVERNMENT TERMS:

2. **REPRESENTATIONS & WARRANTIES.** You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. **FUNDING.** You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

#### SOLUTION/SERVICES:

4. **PRODUCTS.** "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

5. **TRADE-IN EQUIPMENT.** You warrant that you have the right to transfer title to the equipment you are trading in as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Xerox). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. You will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. You will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox

removes the Trade-In Equipment from your premises.

6. **CONSUMABLE SUPPLIES.** If "Consumable Supplies" is identified in Maintenance Plan Features, Maintenance Services will include black toner (excluding highlight color toner), black developer, Cartridges, and, if applicable, fuser agent ("Consumable Supplies"). For full-color Equipment, Consumable Supplies will also include color toner and developer. For Phaser Products, Consumable Supplies may also include, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumable Supplies includes Cartridges that are furnished with pre-paid shipping labels, you will return used Cartridges to Xerox for remanufacturing. Upon expiration of this Agreement you will return to Xerox any unused Consumable Supplies that are furnished with pre-paid shipping labels and destroy all other unused Consumable Supplies. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide an inventory of Consumable Supplies in your possession.

7. **CARTRIDGES.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

8. **MAINTENANCE SERVICES.** Except for Equipment identified as "No Svc.", Xerox (or a designated service) will keep the Equipment in good working order ("Maintenance Services"). Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading, Xerox may estimate the reading and bill you accordingly.

9. **EQUIPMENT STATUS.** Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

10. **SOFTWARE LICENSE.** Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its

## Lease Agreement



### Terms and Conditions

licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate; (f) if you no longer use or possess the Equipment; (g) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (h) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

**11. SOFTWARE SUPPORT.** Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

**12. DIAGNOSTIC SOFTWARE.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox.

#### PRICING PLAN/OFFERING SELECTED:

**13. TERM.** The Term for each unit of Equipment will commence upon: (a) delivery of customer-installable Equipment; or (b) installation of Xerox-installable Equipment. Unless either party provides notice of termination at least thirty days before the expiration of the initial Term, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Equipment upon at least 30 days notice. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

**14. PAYMENT.** Payment (including applicable Taxes) is due within 30 days after the invoice date, with all charges being billed in arrears. This Agreement will not be automatically renewed.

**15. LATE CHARGE.** If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater.

**16. PRICE INCREASES.** Xerox may annually increase the maintenance component of the Minimum Payment and Print Charges, each such increase not to exceed 10.0%. For Application Software, Xerox may annually increase the software license or support fees, each such increase not to exceed 10%. These adjustments will occur at the commencement of each annual contract cycle.

**17. DELIVERY, REMOVAL & RELOCATION.** Equipment prices include standard

delivery and removal charges. Non-standard delivery and Equipment relocation must be arranged (or approved in advance) by Xerox and will be at your expense.

**18. TAXES.** You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income. This Agreement is a lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.

**19. PURCHASE OPTION.** If not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

**20. DEFAULT & REMEDIES.** You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the Term, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If you make the Equipment available for removal by Xerox within 30 days after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox.

**21. REFINANCE.** The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

#### GENERAL TERMS & CONDITIONS:

**22. NON-CANCELABLE AGREEMENT.** THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

**23. REPRESENTATIONS.** The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

**24. LIMITATION OF LIABILITY.** Except for liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

**25. CREDIT REPORTS.** You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

**26. FORCE MAJEURE.** Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

**27. PROTECTION OF XEROX'S RIGHTS.** You authorize Xerox or its agent to file, by

## Lease Agreement



### Terms and Conditions

any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

**28. WARRANTY & FINANCE LEASE DISCLAIMERS. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.** This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

**29. INTELLECTUAL PROPERTY INDEMNITY.** Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

**30. TITLE & RISK OF LOSS.** Until you exercise your Purchase Option: (a) title to Equipment will remain with Xerox; (b) Equipment will remain personal property; (c) you will not attach the Equipment as a fixture to any real estate; (d) you will not pledge, sub-lease or part with possession of it, or file or permit to be filed any lien against it; and, (e) you will not make any permanent alterations to it. Risk of loss passes to you upon delivery and remains with you until Xerox removes the Equipment. You will keep the Products insured against loss or damage and the policy will name Xerox as a loss payee.

**31. ASSIGNMENT.** Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee.

**32. MISCELLANEOUS.** Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the

jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

**33. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

### 34. COLORQUBE EQUIPMENT.

A. ColorQube Equipment identified in the Agreement will have one of the following billing plans:

- i. A Tier 2 plan is billed using two meters, each with a different Print Charge or Charge per Impression. The meter identified as "BW CLR" counts (i) black and white impressions and (ii) color impressions that have up to 286,000 color pixels (also referred to as Useful Color). The meter identified as "CLR LVL2" counts color impressions with more than 286,000 color pixels.
- ii. A Tier 3 plan is billed using three meters, each with a different Print Charge or Charge per Impression. The meter identified as "BW CLR" counts (i) black and white impressions and (ii) color impressions that have up to 286,000 color pixels (also referred to as Useful Color). The meter identified as "CLR LVL2" counts color impressions with more than 286,000 color pixels and up to 1,900,000 color pixels (also referred to as Everyday Color). The meter identified as "CLR LVL3" counts color impressions with more than 1,900,000 color pixels (also referred to as Expressive Color).

B. The ColorQube Equipment automatically determines the color pixel count for each impression and records the impression on the appropriate meter.

## Lease Agreement



Customer: NYE, COUNTY OF

Bill To: TOWN OF PAHRUMP  
400 N Highway 160  
Pahrump, NV 89060

Install: TOWN OF PAHRUMP  
400 N Highway 160  
Pahrump, NV 89060

State or Local Government Negotiated Contract : 072164800

### Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. 3CQ9201 (3 MTR COLORQUBE 9201)	- 3hole Punch-efc Fin - Office Finisher - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV Competitive Buyout: \$742.00	- Konica Minolta Bizhub 7145 Trade-In to Xerox	2/17/2010

### Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 3CQ9201	\$320.85	1: BW CLR 2: CLR LVL2 3: CLR LVL3	All Prints All Prints All Prints	\$0.0089 \$0.0290 \$0.0790	- Consumable Supplies Included for all prints
<b>Total</b>	<b>\$320.85</b>	<b>Minimum Payments (Excluding Applicable Taxes)</b>			

### Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page.</p>		<p>Thank You for your business! This Agreement is proudly presented by Xerox and</p>	
<p>Signer: _____</p>	<p>Phone: (775)727-5107</p>	<p><b>Gerald Sloane</b> <b>(702)737-4601</b></p>	
<p>Signature: _____</p>	<p>Date: _____</p>	<p>For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a></p>	



MEMO  
TOWN OF PAHRUMP  
TOWN BOARD MEETING AGENDA ITEM  
MEETING DATE: 02-09-10

**(Attachment B – Replacement Copier Feature and Cost Summaries)**

**Town of Pahrump  
Copier Feature Comparison**

Feature Comparison	Konica Bizhub 501 (B&W)	Konica Bizhub C452 (Color)	Kyocera Taskalfa 520i (B&W)	Kyocera Taskalfa C500ci (Color)	Xerox WC5150 (B&W)	Xerox ColorQube 9200 (Color)	Xerox WC5655 (B&W)
<b>Copy</b>							
Copy Speed (ppm)	50	45	52	50	50	50	55
Copy Speed Increase (ppm)	N/A	N/A	N/A	N/A	N/A	85	N/A
Per Copy Cost	\$ 0.0081	\$ 0.0491	\$ 0.0090	\$ 0.0120	\$ 0.0089	\$ 0.0089	\$ 0.0089
Copy Speed Color (ppm)		45		40		38	
Copy Speed Increase Color (ppm)		N/A		N/A		60	
Per Copy Cost for Color		\$ 0.0491		\$ 0.0690		*\$ 0.0089 - \$	
Adjustable Charge Based on Amount of Color						X	
<b>Network Printing</b>							
Network Printing	X	X	X	X	X	X	X
<b>Scan</b>							
Scan to Email	X	X	X	X	X	X	X
Scan to PC	X	X	X	X	X	X	X
Scan to PDF	X	X			X	X	X
Scan to Searchable PDF					X	X	X
Scan to OCR for Editable Document							
Scan Speed (ppm)	70	78		75	60	75	60
Scan Speed Color (ppm)						51	
Scans Color		X	X	X		X	
<b>Finishing</b>							
Duplex	X	X	X	X	X	X	X
3 Hole Punch	X	X	X	X	X	X	X
Stapler	X	X	X	X	X	X	X
Bypass Drawer	X	X	X	X	X	X	X
# of Paper Drawers	3	4	3	3	4	3	4
11X17 Capability	X	X	X	X	X	X	X
Total Paper Capacity	3500	3500	4000	4000	4600	3200	4600
<b>Service</b>							
Includes Supplies except paper & staples	X	X	X	X	X	X	X

**TOWN OF PAHRUMP  
COPIER COMPARISON**

**BLACK & WHITE**

Konica Bizhub 501 (B&W)		Kyocera Taskalfa 520i (B&W)		Xerox WC5150 (B&W)		Xerox WC5655 (B&W)	
Base Rate \$201.85	Per Copy Rate \$0.0081 (Cost for 10,000 copies)	Base Rate \$243.00	\$90 for 10,000 copies req'd overage @ \$0.009 per copy	Base Rate \$229.37	Per Copy Rate \$0.0089 (Cost for 10,000 copies)	Base Rate \$318.83	Per Copy rate \$0.0089 (Cost for 10,000 copies)
\$ 201.85	\$ 81.00	\$ 243.00	\$ 90.00	\$ 229.37	\$ 89.00	\$ 318.83	\$ 89.00
<b>\$282.85</b>		<b>\$333.00</b>		<b>\$318.37</b>		<b>\$407.83</b>	
<b>MONTHLY COST</b>		<b>MONTHLY COST</b>		<b>MONTHLY COST</b>		<b>MONTHLY COST</b>	
<b>TOTAL MONTHLY COST</b>		<b>TOTAL MONTHLY COST</b>		<b>TOTAL MONTHLY COST</b>		<b>TOTAL MONTHLY COST</b>	

**COLOR**

Konica Bizhub C452 (Color)		Kyocera Taskalfa 520i (B&W)		Xerox ColorQube 9200 (Color)	
Base Rate \$243.93	Per Copy Rate \$0.0075 (Color @ \$0.0491) (Cost for 10,000 copies)	Base Rate \$243.00	\$100 for 10,000 copies req'd overage @ \$0.012 (Color @ \$0.069) per copy	Base Rate \$317.62	Per Copy Rate \$0.0089 (Color @ \$0.0089 to \$0.0790) (Cost for 10,000 copies)
\$ 243.93	\$ 75.00	\$ 243.93	\$ 100.00	\$ 317.62	\$ 89.00
<b>\$318.93</b>		<b>\$343.93</b>		<b>\$406.62</b>	
<b>MONTHLY COST</b>		<b>MONTHLY COST</b>		<b>MONTHLY COST</b>	
<b>TOTAL MONTHLY COST</b>		<b>TOTAL MONTHLY COST</b>		<b>TOTAL MONTHLY COST</b>	

**AGENDA ITEM REQUEST**

Requests and backup **must** be in the Town Office by **Noon, Wednesday** of the week **preceding the Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the Bob Ruud Community Center.

DATE AGENDA ITEM SUBMITTED  
2/3/2010

DATE OF DESIRED BOARD MEETING  
2/9/2010

CIRCLE ONE: Discussion, Action, Decision or XXXXXXXXXX

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Decision on Pahrump Town Ordinance #29, An Amendment to Ordinance No. 29 of the Unincorporated Town of Pahrump, Providing for a Full-Service Fire Department and Providing for Other Matters Properly Relating Thereto.

*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 copy of PTO #29.

BACKUP ATTACHED:  YES  NO

SPONSORED BY: Town Manager

NAME OF PRESENTER(S) OF ITEM: Town Manager

William A. Kohbarger  
Print Name

William A. Kohbarger 02/03/10  
Signature

Town Office  
Mailing Address

(775) 727-5107 ext. 305  
Telephone Number

ORDINANCE NO. 29

**AN AMENDMENT TO ORDINANCE NO. 29 OF THE UNINCORPORATED TOWN OF PAHRUMP, PROVIDING FOR A FULL-SERVICE FIRE DEPARTMENT, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO**

WHEREAS, the Town Board of the unincorporated Town of Pahrump deems it advisable to ordain a full-service fire department for the protection of life or property or any part thereof; and

WHEREAS, the Town Board has previously ordained the creation of the Pahrump Volunteer Fire Department and approved of its transition to a full-service force; and

WHEREAS, the Nevada State Fire Marshal Division has noted that the Town of Pahrump has not ordained the transition of the Pahrump Volunteer Fire Department to a full-service force that is responsible for fire prevention and suppression; and

WHEREAS, the Town Board deems it advisable to ratify the transition of the Pahrump Volunteer Fire Department to a full-service force pursuant to N.R.S. 269.250.

NOW, THEREFORE, the Town of Pahrump, Nevada does ordain:

**Section 1. Pahrump Valley Fire-Rescue Service Ordinance, 29.000 et seq.**

29.000 **PURPOSE OF ORDINANCE.** 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.

29.010 **SHORT TITLE.** The Title by which this Ordinance shall be known is the "Pahrump Valley Fire-Rescue Service Ordinance".

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

**BOARD:** The word "Board" means the Town Board of the unincorporated Town of Pahrump, Nye County, Nevada.

**CHIEF:** The word "Chief" means the head of the Pahrump Valley Fire-Rescue Service.

**DEPARTMENT:** The word "Department" means the Pahrump Valley Fire-Rescue Service.

**FIRE CODE:** The words "Fire Code" mean the International Fire Code published by the International Code Council as adopted with modifications by the State Fire Marshal.

**MEMBER:** The word "Member" means a volunteer member of the Pahrump Valley Fire-Rescue Service.

**PERSONNEL:** The word "Personnel" means the paid personnel of the Pahrump Valley Fire-Rescue Service.

29.030 **DEPARTMENT PERSONNEL & 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.

29.040 **CHIEF APPOINTED BY THE BOARD.** The Chief shall be appointed by the Board to serve at the pleasure of the Board.

29.050 **REPORTING REQUIREMENTS.** The Chief shall report to the Town Manager and shall make reports thereto as the Town Manager may require.

29.060 **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.

29.100 **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.

- 29.410      **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 10 feet of any fire hydrant.
- 29.420      **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.
- 29.430      **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 29.600 of this Ordinance, but the Chief, in his discretion, may charge a response fee in the amount of \$100 for the first occurrence and \$200 for each subsequent occurrence.
- 29.500      **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.
- 29.600      **PENALTY FOR VIOLATION.**      Any person found guilty of a violation of this Ordinance is guilty of a misdemeanor under the general laws of the State of Nevada and shall be punished by a fine not to exceed one thousand dollars (\$1,000.00) or by imprisonment not to exceed six (6) months, or by both such fine or imprisonment, and additionally shall pay costs of suit.
- 29.700      **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 Ordinance under the laws of the State of Nevada for the protection of the safety, health, and general welfare of society.
- 29.800      **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 Ordinance. 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.

- 29.110        **INVESTIGATION OF CAUSE AND ORIGIN.**        The Chief or the Chief's designee is required and authorized 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.
- 29.120        **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.
- 29.200        **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.
- 29.210        **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.
- 29.220        **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.
- 29.300        **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.
- 29.310        **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.
- 29.320        **HOUSING OF EQUIPMENT.**        All equipment of the Department shall be safely and conveniently housed in such places as may be designated by the Chief.
- 29.400        **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.

**Section 2. Repealer**

All sections, subsections, phrases, sentences, clauses or paragraphs of the several existing ordinances of the Town of Pahrump, Nevada, in conflict herewith, are hereby repealed and replaced as necessary. Pahrump Town Ordinance No. 5 and previous versions of Pahrump Town Ordinance No. 29 are hereby repealed in their entirety and shall be of no further force or effect.

**Section 3. 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 4. Effective Date**

This amended Ordinance shall be in full force and effect from and after its passage, adoption, and second publication in a newspaper printed and published within the Town of Pahrump, County of Nye, State of Nevada.

Proposed by Town Board Member \_\_\_\_\_

Seconded by Town Board Member \_\_\_\_\_

Adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Vote

Ayes

Nays

ATTEST:

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

\_\_\_\_\_  
Town Board Chairperson

## AGENDA ITEM REQUEST

Requests and backup **must** be in the Town Office by Noon, Wednesday of the week preceding the Town Board meeting you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the Bob Ruud Community Center.

DATE AGENDA ITEM SUBMITTED  
2/3/2010

DATE OF DESIRED BOARD MEETING  
2/9/2010

CIRCLE ONE: Discussion, Action, Decision

or



ITEM REQUESTED FOR CONSIDERATION:

Discussion and Decision on a Memorandum of Agreement Between the Town of Pahrump and Nye County Outlining the Relationship Between the Pahrump Valley Fire Rescue Service and Nye County Emergency Services.

*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 copy of MOA

BACKUP ATTACHED:

YES

NO

SPONSORED BY: Town Manager/Town Fire Chief

NAME OF PRESENTER(S) OF ITEM: Town Manager/Town Fire Chief

William A. Kohbarger

Print Name

Signature

*William A. Kohbarger 02/03/10*

Town Office

Mailing Address

(775) 727-5107 ext. 305

Telephone Number

#14

## Memorandum of Agreement

### Introduction

The purpose of the Memorandum of Agreement (MOA) is to identify the potential assistance that the Town of Pahrump and Nye County can offer to each other.

The MOA shall outline the relationship between the Town of Pahrump (Pahrump Valley Fire-Rescue) and Nye County (Nye County Emergency Services) by clearly defining the respective responsibilities for each entity.

### Agreement Guidelines

The Town of Pahrump agrees that NCES will provide the following support to the Town's Fire and Rescue Service as listed below:

The Pahrump Valley Fire and Rescue Service may:

1. Work with Nye County to ensure the safety and health of the responders and to protect the citizens / visitors of this county on a daily basis.
2. Work with Nye County on funding support and the submission, receipt, and administration of grants as necessary.
3. Participate in the meetings with the Emergency Services Director and the Nye County Volunteer Fire Department Coordinator. This group of designated leaders within the departments will strive to establish a highly motivated, well trained group of responders, working as a team to maximize response efforts County wide.
4. Acknowledge that both parties will comply with all county, state and federal laws, regulations, statues and standards.
5. Acknowledge that both parties will complete, monitor and update their own respective administrative requirements as deemed necessary by the National Fire Protection Association (NFPA), International Fire Service Accreditation Congress (IFSAC), State of Nevada and Federal criteria. (Physicals, paperwork, driving record review, appropriate drivers license to operate apparatus, workman's compensation reporting, National Fire Incident Reporting System, etc.)
6. Acknowledge that both parties will be compliant with training requirements deemed necessary by the National Fire Protection Association (NFPA), International Fire Service Accreditation Congress (IFSAC), State of Nevada and Federal governments. Participants must be trained to the appropriate level for the response duties they are tasked to perform.

7. When feasible both parties will ensure uniformity of equipment through joint ordering and the establishment of standardized equipment lists i.e., self-contained breathing apparatus (SCBA), personal protective equipment, and all other applicable safety and operational equipment
8. Acknowledge that both parties will maintain all equipment and facilities to the same industrial standards. (annual inspections, testing and calibrations)
9. Acknowledge that both parties will strive for excellence, professionalism and utmost safety in all aspects of the duties performed while representing Nye County and the Town of Pahrump. Communication between departments and consistency of our actions are the keys to overall success.
10. Understand that the failure of an individual to meet the criteria and work within the system described in this document will result in immediate removal from an emergency scene. While at the scene, the Incident Commander (IC) of the authority having jurisdiction has full responsibility for the management of all incident operations and all personnel operating at the scene will fall under the direction of the IC. Off-scene personnel issues shall be addressed by each agency's respective management and/or disciplinary policies.

This Memorandum of agreement pertains only to the items listed above. The mutual and/or automatic aid agreement pertaining to Nye County response efforts to assist and render aid to the Pahrump Valley Fire and Rescue Service will be covered in another document that will be agreed upon by both entities. It is acknowledged by NCEMS that PVFRS has sole responsibility for Fire Suppression, Prevention, EMS, HAZ Mat and/or Rescue responses that occur within the Town's boundaries. It is further understood that NCEMS can be called upon directly for non-emergencies including body recoveries and evidence collection.

One of the main objectives of this agreement is to get the two departments working and training together so that not only in Pahrump but countywide we can work as a unified team of responders for what is in the best interest of our responders, citizens and visitors.

#### **Amendment and Termination**

This MOA may be amended by written agreement between the Town of Pahrump and Nye County, and may be terminated by either party or both parties, upon a 30-day written notice to the other party.

#### **Effective Date**

This MOA shall become effective upon the latter date of the signature of the parties.

\_\_\_\_\_  
Chairman BOCC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of Pahrump Board Chairman

\_\_\_\_\_  
Date

**AGENDA ITEM REQUEST**

Requests and backup must be in the Town Office by Noon, Wednesday of the week preceding the Town Board meeting you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the Bob Ruud Community Center.

DATE AGENDA ITEM SUBMITTED      DATE OF DESIRED BOARD MEETING  
2/3/2010      2/9/2010

CIRCLE ONE:    Discussion, Action, Decision      or      XXXXXXXXXX

ITEM REQUESTED FOR CONSIDERATION:  
Discussion and Decision on Pahrump Town Ordinance #39, An Amendment to Ordinance No. 39 of the Unincorporated Town of Pahrump, To Revise and Restate the Town's Regulations Concerning the Management and Maintenance of the Town's Cemetery, And Providing for Other Matters Properly Relating Thereto.  
*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 copy of PTO #39.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BACKUP ATTACHED:       YES       NO

SPONSORED BY: Town Manager

NAME OF PRESENTER(S) OF ITEM: Town Manager

William A. Kohbarger       02/03/10  
Print Name      Signature

Town Office      (775) 727-5107 ext. 305  
Mailing Address      Telephone Number



## Memorandum

**To:** Town Board of Pahrump  
**From:** Lance Maiss  
**Date:** February 4, 2010  
**Subject:** Amending and Restating PTO 39 – Pahrump Cemetery Ordinance

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For many months, the Town Board and Town Staff have worked through issues involving the management and maintenance of the Town Cemetery, including the addition of a Veterans Memorial. To that end, efforts focused upon developing and implementing a cemetery operating manual, based in part on PTO 39. However, with such significant additions and changes to the policy and procedures for managing and maintaining the Town Cemetery, although not required, it made sense to have PTO 39 amended and restated to reflect the additions and changes, as well as providing the public full disclosure of them. Set forth below are comments regarding the additions and revisions made for amending PTO 39:

39.000: This section is renamed from “Purpose of Ordinance” to “Declaration of Town Policy” with less language to simplify what PTO 39 is about.

39.100: This section is unchanged.

39.105: This section is added to further explain that the authority to operate the cemetery lies with the Town Board and its designated representatives, if any, whether a sexton or manager or some other position.

39.110: This definitional section is significantly changed by adding many more definitions. The current ordinance only defines “sexton.”

39.200: This section addressing plots has been revised to include the applicability of cremated remains and for a columbarium.

39.210: This section is essentially unchanged.

39.215: This authority section is an important addition, explaining what persons under Nevada law are authorized to order a burial. See, NRS 451.024.

39.220: The provisions of this section (A, B, C) are essentially the same; however, sections D and E are added to further comply with Nevada law. See, NRS 440.510; NRS 440.520; NRS 440.560; NRS 440.570; NRS 440.580.

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- 39.230: This disinterment section is added to address removal of remains. See, NRS 451.045; NRS 451.050; NRS 440.520; NRS 440.530; NRS 440.560.
- 39.300: This section for grave digging and setting headstones is revised to provide more details for issues such as notice, time of day, special circumstances, practicality of notice, type of headstones and plaques.
- 39.340: This section is added to address veterans' columbarium services, based upon the intent of the Town to build a columbarium dedicated to veterans.
- 39.350: This section is added to provide for any new construction at the cemetery in compliance with NRS Chapter 452 and NAC Chapter 452.
- 39.400: This section is essentially the same but is revised to provide more detail regarding the maintenance of records. See, NRS 440.590.
- 39.500: This section is slightly modified regarding what persons are to be notified for indigent burials.
- 39.600: This section is changed entirely. In the current ordinance, this section is the "Miscellaneous Regulations" section. For the amended ordinance, miscellaneous regulations will be moved to 39.760. Instead, this section addresses the eligibility of a veteran for burial.
- 39.650: This new section addresses indemnification of the Town for burial or removal of remains.
- 39.700: This section for fees is revised significantly to change current rates and add new rates, including rates for the burial of veterans.
- 39.710: This new section is added to provide further detail for the maintenance of records.
- 39.720: This new section is added to address the maintenance of the cemetery grounds.
- 39.740: This new section is added to provide for the use of the cemetery for gatherings.
- 39.760: This section is now the "Miscellaneous Regulations" section. There are additional provisions added to such issues as access, trespass, dogs, items placed at plots, and behavior on cemetery grounds.
- 39.800: This section for violations is unchanged.
- 39.810: This section for penalties is essentially the same; however, some unnecessary language is removed for better clarity.
- 39.820: This section is reworded but serves the same purpose and has the same effect as in the current ordinance.
- 39.825: This section for injunctive relief is added to indicate that the Town has additional authority to seek injunctive relief to protect the integrity of the cemetery.

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39.830: With the exception of a change of the heading from "Repeal" to "No Conflict," this section is unchanged.

LM

**ORDINANCE NO. 39**

**AN AMENDMENT TO ORDINANCE NO. 39 OF THE UNINCORPORATED TOWN OF PAHRUMP TO REVISE AND RESTATE THE TOWN'S REGULATIONS CONCERNING THE MANAGEMENT AND MAINTENANCE OF THE TOWN'S CEMETERY, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO**

WHEREAS, the current regulations regarding the management and maintenance of the Town Cemetery must be updated to reflect, among other things, additional definitions, enhancement of cemetery services, maintenance of cemetery grounds, updating burial fees and other related expenses, establishment of burial provisions for veterans, and maintenance of records; and

WHEREAS, to carry this out, it is appropriate to replace, update, or add regulations to this ordinance.

NOW, THEREFORE, the Town of Pahrump, Nevada does ordain:

- 39.000**        **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.
- 39.100**        **Short Title.** The title by which this ordinance shall be known is the "Pahrump Cemetery Ordinance."
- 39.105**        **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 ordinance.
- 39.110**        **Definitions.** Definitions within this ordinance 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.

**39.200**      **Plots.** Standard plot sizes shall be utilized in the cemetery as follows:

- A.      Standard Plot:              Ten feet by five feet (10' x 5'). Will fit one (1) standard or one (1) double vault. Ability to place two (2) cremated remains on top of standard or double burial.
  
- B.      Infant Plot:                      Five feet by five feet (5' x 5')
  
- C.      Cremation Plot:                Two feet by four feet (2' x 4'). Each cremation plot will hold four (4) cremated remains.
  
- D.      Columbarium                      Eleven and one-fourth inches cubed (11 ¼"). A columbarium will hold two (2) cremated remains.

**39.210**      **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.

**39.215**      **Authority to Order Burial.** The cemetery must recognize the proper authority to order a burial as follows:

- A.      The following persons, in the following order of priority, may order the burial of human remains of a deceased person:
  - 1.              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);
  - 2.              the spouse of the decedent;
  - 3.              an adult son or daughter of the decedent;
  - 4.              either parent of the decedent;
  - 5.              an adult brother or sister of the decedent;
  - 6.              a grandparent of the decedent;
  - 7.              a guardian of the person of the decedent at the time of death; and
  - 8.              a person who held the primary domicile of the decedent in joint tenancy with the decedent at the time of death.
  
- B.      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.

- C. 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.
- D. 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.
- E. 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).

**39.220**

**Burial Permits Required.** Prior to burial, a permit must be obtained as follows:

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. The funeral director or family must provide any and all paperwork required for burial by the Town of Pahrump.

**39.230**

**Disinterment Permits Required.** Prior to disinterment or removal of human remains, these procedures must be followed:

- A. 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.
- B. The Sexton or Town shall not disinter or remove or permit disinterment or removal of human remains without a copy of such a permit.
- C. A violation of this section is a misdemeanor under NRS 451.045(3) or NRS 451.050(1).
- D. A written indemnification and hold harmless form is required from the mortuary on an annual basis.

**39.300**

**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:

- A. The Town shall open and close all graves in the cemetery.
  - 1. A minimum of two (2) working days or forty-eight (48) hours notice must be provided for all burials.
  - 2. Burials shall not be performed on holidays or weekends without seventy-two (72) hours notice, if the required personnel are available.
  - 3. Except as provided above, all burials will take place during normal working daylight hours (Summertime) (8:00 a.m. – 4:00 p.m.) and Wintertime (8:00 a.m. to 2:00 p.m.).
  - 4. Funeral services may be conducted in designated areas and buildings only, unless written permission is obtained for grave site services.
  - 5. 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.
  - 6. Special circumstances will be considered, but not mandatory, for weekend or holiday burials.
- B. The Town shall set all headstones and markers in the cemetery.
  - 1. Except as otherwise provided below, upright headstones will not be permitted. In the veterans' section, all headstones shall be flush with the ground.
  - 2. Markers and headstones will be permitted in the grassy areas only if flush to the ground with a concrete foundation of four (4) inches

- plus four (4) inches of concrete on all sides of the stone as set by the Town of Pahrump.
3. 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.
  4. Certain areas of the cemetery (generally older, non-grassy sections) have been designated as permitting upright headstones.
  5. All headstones will be imbedded to the concrete foundation.
  6. All Veteran’s 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.
  7. All temporary markers must be replaced with a permanent marker or headstone within one (1) year from the date of the burial or within thirty (30) days from the time the headstone is ready for placement.

39.340

**Veterans Columbarium Services.** A special columbarium dedicated to veterans shall have the following interment requirements:

- A. Each niche shall have an interior dimension of 11 ¼ inches cubed (28.5 cm) with a 10 ¼ inches squared (26.0 cm) opening.
- B. The urn shall have the following specifications, which allow for both single and double interment:

<u>Urn Type</u>	<u>Dimension</u>	<u>Measurement</u>
All	Height	10 ¼ inches (26.0 cm) maximum
Round	Girth	6 ½ inches (16.5 cm) diameter maximum
Rectangular	Depth	11 inches (28.0 cm) maximum
Rectangular	Width	5 3/8 inches (13.6 cm) maximum

- C. 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.
- D. Only those religious symbols authorized by the Department of Veteran’s Affairs may be placed on the granite face plate covering the columbarium niche.
- E. Purchases of columbarium niches are on a first come basis.

39.350

**Construction of Mausoleums, Vaults, and Crypts.** Any new construction of mausoleums, vaults, or crypts shall comply with NRS Chapter 452 and NAC Chapter 452 and must be approved by the Sexton.

39.400

**Duties of the Sexton.** The Sexton shall manage the cemetery property as follows:

- A. Plots in the cemetery will be reserved and assigned only by the Sexton.
  - 1. A person reserving a plot or plots in the cemetery shall be responsible for notifying the Sexton of current contact information.
  - 2. The Sexton shall be notified every five (5) years to reconfirm intentions of plot reservations.
  - 3. 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.
- B. The Sexton will keep a record of all plots assigned and reserved. These records will be open to the public.
- C. 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.

39.500

**Indigent Burials.** The burial of indigent remains shall be handled as follows:

- A. Indigent burials shall be coordinated between the Nye County Health and Human Services and the Town of Pahrump.
- B. The Town shall be notified of all indigent burials through Town Staff and the Sexton.

39.600

**Eligibility for Burial as a Veteran.** The following criteria shall establish eligibility for burial of a veteran:

- A. United States Armed Forces (Army, Navy, Air Force, Marine Corps, Coast Guard)
  - 1. Any member of the Armed Forces who dies while on active duty.
  - 2. 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.)

B. Members of Reserve Components and Reserve Officers' Training Corps

1. 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.
2. 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.
3. 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.
4. 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.

C. Commissioned Officers of the National Oceanic and Atmospheric Administration

1. 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.
2. 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).

D. Public Health Service

1. 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.
2. 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.
3. 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.

E. 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 2<sup>nd</sup> 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.

F. Persons NOT Eligible for Burial

1. 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.
2. Discharge from Draft: A person who was ordered to report to an induction station, but was not actually inducted into military service.
3. Conviction or Commission of Federal Capital Crime:
  - a. 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

- b. 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.
  - 4. Conviction or Commission of State Capital Crime:
    - a. 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
    - b. 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.
  - 5. 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 Section B(1), B(2), B(3), or B(4) above.
  - 6. 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.

**39.650**      **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 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.

**39.700**      **Fees.** All fees shall include liner, plot, opening and closing.

- A. The fee for opening and closing a standard grave shall be nine hundred dollars (\$900.00).
- B. The fee for opening and closing a double grave is one-thousand dollars (\$1,000.00) for the first interment and six-hundred dollars (\$650.00) for the second interment.
- C. The fee for opening and closing an infant or junior grave shall be six hundred fifty dollars (\$650.00) in the children's section.

- D. The fee for opening and closing a cremation plot shall be one hundred fifty dollars (\$150.00).
- E. An additional fee of forty-five dollars (\$45.00) per person, based on a two-person minimum with a three (3) hour per person minimum shall be charged for burials on weekends. An additional fee of seventy-five dollars (\$75.00) per person, based on a two-person minimum, with a three (3) hour per person minimum shall be charged for holidays.
- F. The fee for disinterment shall be nine-hundred dollars (\$900.00) for a single; one-thousand, five-hundred dollars (\$1,500.00) for a double burial. And one & fifty dollars (\$150.00) for remains.
- G. The fee for reserving a plot for the spouse/family members of an interred person shall be two hundred and fifty dollars (\$250.00) per standard plot. The fee shall be credited against the occupancy fee at the time of burial.
- H. The fee for setting headstones, plaques, or other markers shall be one hundred dollars (\$100.00).
- I. All fees shall be paid to the Town of Pahrump. Reservation fees must be paid in full within sixty (60) days of the date of reservation. All other fees must be paid at the time notice is made of an impending burial, but no event later than the opening of the grave.
- J. The fee for opening and closing a standard grave for veterans shall be nine hundred dollars (\$900.00).
- K. The fee for opening and closing a standard grave for an eligible dependent of a veteran (spouse, minor child under the age of 21 years, or unmarried adult child of any age permanently physically or mentally disabled and incapable of self-support before reaching the age of 21 years) shall be six hundred and fifty dollars (\$650.00).
- L. A fee for placement of a Veteran and one (1) dependent inside of a columbarium niche shall be four hundred and fifty dollars (\$450.00).
- M. All fees are non-refundable.
- N. The cemetery portion of the burial for veterans may include use of the chapel for the services, the plot, opening and closing of the site, the concrete vault for caskets, a headstone, and perpetual care, all of which is free of charge.

39.710

**Maintenance of Records.** The Sexton or Town, as the case may be, shall maintain cemetery records as follows:

- A. 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.
- B. A Plot Map shall be maintained depicting all sections, plots, graves, crypts, lawn crypts, and niches, with descriptive names where applicable.
- C. 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.
- D. A Receipt Book shall be maintained to track all fees collected for services provided by the cemetery.
- E. Any historical records of the cemetery shall be maintained and made available for the public.

39.720

**Maintenance of Cemetery Grounds.** The Sexton or Town shall maintain the cemetery grounds as follows:

- A. 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.
- B. 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.
- C. No person shall pluck or remove any flower or plant, wild or cultivated, from any part of the cemetery.
- D. The Sexton or Town must address all immediate and long-range landscape concerns to ensure a balanced landscape in the future.

39.740

**Use of Cemetery for Gatherings.** Any gatherings on cemetery grounds, other than funerals, shall be subject to the following:

- A. 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.
- B. Such meetings shall be under the supervision of the Sexton or other designated official, and shall conform to accepted standards for taste and decorum.
- C. Proper respect for the burial areas shall be maintained or the group or gathering shall be requested to leave the cemetery grounds.
- D. No alcoholic beverages shall be permitted upon the cemetery grounds.
- E. 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.
- F. 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.
- G. Tables and chairs may be used at the Veteran's Memorial by request to the Town at least fourteen (14) business days prior to any event.

39.760

**Miscellaneous Regulations.** The following additional regulations must be followed:

- A. No coping, borders, or other decorative installations shall be allowed in the cemetery without the written approval of the Sexton or Town.
- B. Old and/or faded flowers will be disposed of by the Sexton or other designated official when he or she deems appropriate.
- C. 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.
- D. 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 twelve (12) months and his/her spouse with reservations.

- E. Military honors for veterans may be provided by military units, as coordinated with the funeral director, mortuary, undertaker, or other authorized person.
- F. No person shall be permitted to enter or exit the cemetery grounds except through the public gate or entryway during the designated hours.
- G. Any person found on the cemetery grounds before or after designated hours without proper authorization shall be subject to prosecution for trespass.
- H. No dogs shall be permitted on the cemetery grounds except a dog trained to assist a handicapped person.
- I. 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.
- J. No person shall be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the cemetery.
- K. 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.

**39.800**      **General Violation.** Any person who violates any of the provisions of this ordinance shall be guilty of a misdemeanor.

**39.810**      **Penalties.** Any person convicted of a violation of this ordinance 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 ordinance shall be liable for the costs of any subsequent removal and relocation of remains necessitated by the person's violation of this ordinance. Every day that a violation occurs, exists, or is allowed to exist or continue, constitutes a separate offense.

**39.820**      **Severability.** If any section, subsection, subdivision, paragraph, clause, or provision of this ordinance shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, or provision shall not affect any of the remaining provisions of this ordinance.

39.825 **Injunctive Relief.** The Town, in addition to the remedies and penalties provided above, may seek injunctive relief against any violator of this ordinance, with or without prior notice, to prevent or correct any cemetery problem.

39.830 **No Conflict.** All ordinances, parts of ordinances, or chapters, sections, subsections, or paragraphs or resolutions previously adopted by the Town which are in conflict herewith are hereby repealed.

SPECIAL PAHRUMP TOWN BOARD MEETING  
BOB RUUD COMMUNITY CENTER  
150 NORTH HIGHWAY 160  
TUESDAY – 7:00 P.M.  
JANUARY 19, 2010

MINUTES

PRESENT:

Town Board:

Nicole Shupp  
Bill Dolan  
Vicky Parker  
Frank Maurizio  
Mike Darby

Staff:

Bill Kohbarger

1. Call to order and pledge of allegiance.  
Chairman Nicole Shupp called the meeting to order and led in the pledge of allegiance.
2. Discussion and possible decision to discuss and examine the Incorporation feasibility study presented by EPS. (Action)  
Nicole Shupp asked that the presentation be made and suggested that questions be held until special meetings can be scheduled for public participation.

**Vicky Parker motioned to have a presentation only tonight, accepting questions from the public to be answered at a later time.** Mrs. Parker noted that the Incorporation Advisory Board will be setting up a number of workshops to address the study.

**Bill Dolan seconded the motion, advising that there are forms on the back table to be filled out.** Mr. Dolan asked that questions be submitted in writing to the advisory board and be brought back to the Town Board.

Mr. Darby and Mr. Maurizio both agreed.

Sheriff DeMeo commented that he could not believe the Board did not have time to read the report.

Bill Dolan stated that he had many questions on the study and would like to hear from the Advisory Board and the public regarding their questions before a meeting is held to decide anything.

Alan Parker, member of the Incorporation Advisory Board stated that he also has questions.

**Vote passed 5 – 0.**

Richard Berkson with Economic and Planning System (EPS) provided a power point summary of the study. Items presented included, purpose, pros and cons, methodology, key assumptions, and summary of findings. Mr. Berkson also presented information regarding revenues and expenditures for a city as well as costs and revenues for the County. He also provided needed recommendations as part of the study which included having workshops, elections, clarifications of contracts, services and costs, legislative approach, flexibility to address revenue issues, etc. Information was presented concerning Municipal Service Providers – existing and proposed.

Mr. Berkson noted that the report is available for public review. Workshops are extremely important as well as discussions with the County to clarify service levels and cost assumptions. The legislative approach, submitting a bill to the legislature, appears to have the greatest degree of flexibility as it can address issues during the transition period; specifically the transfer to the CTX revenues.

More detail was explained from page 15-16 of the report.

Vicky Parker had one question concerning community development. Richard Berkson explained it was the planning and zoning functions being referred to. Bill Dolan and Mike Darby said their questions will be emailed to Mr. Berkson.

Sheriff DeMeo made some comments concerning his department.

The Town Board thanked Mr. Berkson for his presentation.

Mr. Kohbarger will be contacting the Board members of their schedules and setting up the special meeting workshops.

3. Public Comment. Action may not be taken on matters considered during this period until specifically included on an agenda as an action item – NRS241.020 (2)(C)(3). (Non-Action)  
Darce Wilson introduced the Incorporation Advisory Board members. Mr. Wilson reminded the public that they will be meeting on January, 21, at 6:30 p.m. in the Community Center Room B.
4. ADJOURNMENT  
Meeting adjourned at approximately 8:00 p.m.

Respectfully submitted,

Vicky Parker, Clerk  
Pahrump Town Board

/cw

PAHRUMP TOWN BOARD MEETING  
BOB RUUD COMMUNITY CENTER  
150 NORTH HIGHWAY 160  
TUESDAY – 7:00 P.M.  
JANUARY 26, 2010

MINUTES

PRESENT:

Town Board:

Nicole Shupp  
Bill Dolan  
Vicky Parker  
Frank Maurizio  
Mike Darby

Staff:

Bill Kohbarger  
Rick Campbell, Attorney  
Michael Sullivan  
Chief Scott Lewis

1. Call to Order and Pledge of Allegiance.

Chairman Nicole Shupp called the meeting to order and led in the pledge of allegiance.

2. Discussion and possible decision regarding moving the order of, or deleting an agenda item(s).  
(Action)

**Mike Darby motioned to move Item #7 (Review and approval of Resolution 2010-02, a resolution accepting and approving the 2008/09 Town audit and supplemental materials.) to follow Item #2. Vicky Parker seconded the motion.**

Mr. Kohbarger asked that Item #12 (Discussion and possible decision concerning Mr. Brian K. Shoemake (Brian K Media Web & Graphic Designer) has requested to address the Town Board pertaining to contract negotiations between the Town and himself for the design of the Town's website.) be removed on the advice of legal counsel and bring back in contract form at the next meeting.

**Vote passed 5 – 0.**

The Board agreed to remove Item #12.

3. Advisory Board Reports, from Advisory Board Chairpersons and/or Town Board Liaisons on the status of Advisory Boards. (Non-Action)

Frank Maurizio reported that the Incorporation Advisory Board met and had elections for officers, Jeff Bobeck being elected as the new Chairman.

Don Rust, Vice Chair of the Incorporation Advisory Board, stated the he has not received any public questions on the draft Incorporation report. He encouraged the public to turn their questions in so they can be reviewed and answered for the workshops.

Robert Adams, Public Lands Advisory Board, reported that the Bureau of Land Management (BLM) will meet at the Community Center on February 8 at 5:00 p.m.

4. Town Manager Report. (Non-Action)

Bill Kohbarger reported that special meeting for the Incorporation hearings that were set for February 3, 10, and 17, 2010 have been canceled and will have the Advisory Board set up dates in the future. Bill Kohbarger asked if the Board would like the process turned over to the IAB. The Board consented to have the IAB set up the future workshops. Bill Dolan requested that any funding for the workshops be approved through the Town Manager.

5. Town Board Member's Comments. (Non-Action)

Bill Dolan commented that the Church of the Redeemed presented the Board with a certificate at their event on January 18<sup>th</sup>. Mr. Dolan commended staff for putting together the extensive backup for this meeting.

6. Presentation of program for abandoned/orphaned underground storage tanks by Broadbent & Associates. (Non-Action)

Ms. Suzi McCoy represented Broadbent and Associates. Ms. McCoy noted that Nevada received a stimulus package geared toward collecting information on abandoned and orphaned underground storage tanks. Finding orphaned tanks stops the liability issue for the current property owner. A database will be created for the whereabouts of these tanks and a future grant may be available to take care of these issues.

Bill Dolan asked for an estimate of how many abandoned and orphaned tanks are being looked at. Ms. McCoy replied that her job is to find the ones that no one knows about. There are over 600,000 abandoned and orphaned tanks known throughout Nevada. Her area is Beatty, Pahrump, and Indian Springs. Nothing will be done to the tanks unless something is leaking or causing a hazard to the community.

7. Review and approval of Resolution 2010-02, a resolution accepting and approving the 2008/09 Town audit and supplemental materials.(Action)

**Mike Darby motioned to approve Resolution 2010-02. Frank Maurizio seconded the motion.**

Dan McArthur, Independent Auditor for the Town, presented the audit for the year ending June 30, 2009. Mr. McArthur went through some specific items in the report. Items included his opinion believing that the financials statements of the Town are maintained in accordance with General Accepted Accounting and Auditing Principals. Dan McArthur went through the summary of all activities of the Town funds, the consolidation of the funds, a breakdown of the major funds, the "emergency service" funds, etc. Mr. McArthur reviewed the General Fund and compared activity from the previous year. Dan McArthur summarized the ambulance concerns with regard to expenses in the bad debt expense and explained that approximately 28% of what is billed is bad debts.

Mr. McArthur noted that part of the audit includes making suggestions or comments. Dan McArthur explained his management comments regarding segregation of duties, bad debt write-off policy, departmental compensation costing and General Ledger accounts receivable control from the previous audit. He also summarized his current year's comments concerning emergency services (ambulance and fire combined). His recommendation was that the Town review planned pay increases for emergency services, and to determine the economic means by which to pay the increases. Graphs provided were explained. He is also concerned with the fund balances over the next few years decreasing. At the current rate, Dan McArthur reported that the General Fund could be in a financial deficit with the next 3 years.

Bill Dolan asked if the emergency services salaries can be broken down into hours. Dan McArthur said he will send that information.

**Vote passed 5 – 0.**

8. Presentation of Certificate of Appreciations to Art Jones and Kenton Falerios thanking them for their services on the Pahrump Veteran's Memorial Advisory Board. (Non-Action)

The Bill Dolan, Liaison to the Pahrump Veteran's Memorial Advisory Board, and the other Board members presented Certificates to Art Jones and Kenton Falerios. Mr. Falerios was not present.

9. Presentation and possible decision regarding presentation by Vernon Van Winkle, KPVM Television, Inc., pertaining to creating a government channel for government meetings, information and a live internet stream further requesting shared funding at cost of \$1,250 per month. (Action)

Vernon Van Winkle provided a presentation of the Channel 46.4 Government information channel which will include the County, Town, Planning meetings, Sheriff's Department information, etc. Mr. Van Winkle noted that anyone will be able to watch proceeding live from their own homes. Monthly investment for broadcasting is \$1,250 per megabyte stream wanted. The total cost for four megabytes at \$1,250 is \$5,000 per month. Shared funding on the investment comes from Nye County School District, Nye County, Nye County Sheriff's Office, and the Town of Pahrump. Each agency would share a monthly investment equaling \$1,250 per agency for the access to 24/7 digital television station for Nye County government. More information was provided through the picture presentation and information provided in the backup.

There were questions and discussion with Board members and Mr. Van Winkle concerning the other entities, the television channel and FCC, the concerns of the fees being charged and the allocation of hours, budgeted funding, intergovernmental agreements, and digital versus analog broadcasting.

**Vicky Parker motioned to table until April and direct staff to be seeking grants. Mike Darby seconded the motion.**

**Vote passed 5 – 0.**

10. Discussion and possible decision to approve replacement copier lease. (Action)

Nicole Shupp said she asked about combining the Town Office lease with that of the Fire Department and found it would cost more.

Bill Dolan stated that normally a contract for more copiers with the same company would cost less. Mr. Dolan said that there are different leased for many items from different sources and should be looking into combining them to get lower pricing.

Vicky Parker asked if there was a termination date on the present copier. Mr. Sullivan replied that we were approaching the end of the current copier lease. Michael Sullivan noted that from a service product standpoint this would be the best choice. Mrs. Parker asked which copier is being recommended. Mr. Sullivan noted it would be the Xerox black and white copier. Copier usage is an important factor in the decision.

Frank Maurizio asked if it was necessary to have a copier in the annex. Michael Sullivan replied that it was put in the annex for the convenience of the advisory boards and gets very minimal usage.

Mike Darby had concerns regarding pricing information and would like to see the pricing on the other. Mr. Sullivan explained that a monthly lease fee is charged and there is a per copy fee. The agreement would include the machine rental and the cost chargeable. The up to number is based on what will probably be paid based on usage. Mr. Darby asked what the price would be to purchase the copier. Michael Sullivan stated that for \$25,000 is for the monthly pricing plan and is based on a five year lease. Bill Kohbarger explained that the cost of the lease is for five years and if purchased outright you would still need a maintenance contract.

Bill Dolan confirmed that this is the best cost effective copier that the Town should be using. Mr. Sullivan replied that it is the staff's recommendation. Mr. Dolan asked what input and what contract with what company the Fire Department just signed a contract with without bringing it to the Town Senior Staff. Michael Sullivan explained that that copier has been there for approximately a year or two.

**Bill Dolan motioned to table until we can get the needed information back to the Board to make an appropriate decision to do what is best for putting out funds for the Town for the copiers we have. Mike Darby seconded the motion.**

**Vote passed 5 – 0.**

11. Discussion and possible decision on endorsing Town Staff's recommendation of an alternative Fall Festival Operator. (Action)

Michael Sullivan explained the process and decision to look at alternatives for running the Fall Festival. The Board agreed to send out Request for Proposals (RFP). Mr. Sullivan noted that the Town has nothing to give away as there are no assets to the Fall Festival. RFP was put out with guidelines and was advertised extensively. Two proposals were received; one from PAVED and one from the Pahrump Chamber of Commerce. Comments are proved

on staff recommendations after reviewing the proposals. The recommendation is to endorse to move to the Pahrump Valley Chamber of Commerce as they appeared to be the strongest of the candidates as listed.

Vicky Parker commented that staff has given this a lot of time and thought. Bill Dolan said he would like to see both organizations work together. Frank Maurizio questioned a loan amount of \$25,000 to the PVCC. Michael Sullivan noted that this should be a grant or a loan that would be better discussed and a recommendation be made to the Town Board. Mr. Sullivan explained that funds were not being decided at this meeting. Mr. Maurizio asked of the Town had any liability. Rick Campbell noted that the Town was not guaranteeing liability. Mike Darby explained that the Chamber is already planning the Heritage Days and would this be doing away with Fall Festival and allow the Chamber to pick up contracts, etc. Vicky Parker asked if there would be any liability to the Town. Rick Campbell explained the Town would not be entering into any contract with any vendors. Any personal injury issues are covered by insurance whether lent to a third party or not. An indemnity can be asked for from the provider. Vicky Parker asked if any contracts have been signed with the rodeo people. Mr. Sullivan responded that one more year is left on the current contract and is assignable and can be addressed following the Board's decision. Frank Maurizio asked when the rates get set for vendors. Mr. Sullivan replied that the Town will not be setting contracts for any other event. Bill Kohbarger added that the Town will not have anything to do with it. It will be either PAVED or PVCC or a combination of both. Michael Sullivan explained that the cost levels have been consistent with those in other areas that hold festivals. Nicole Shupp asked if the money earned previously were put into a fairgrounds account. Mr. Sullivan explained they were split between the fairgrounds and parks. Mrs. Shupp asked if those funds would be lost if given to one of the entities. Mr. Sullivan stated that the Town does accept contributions.

Mike Darby commented that the Chamber of Commerce already had in place the Heritage Days and it appears the Town is getting rid of the Fall Festival. Mr. Darby said he was unsure if the Town awarding it to somebody or just washing the Town's hands of it. Vicky Parker noted that the Board could possibly take no action. Rick Campbell noted that the Town has no obligation to have the Fall Festival. There was further discussion regarding endorsing or choosing to do nothing.

Michael Sullivan said he would endorse returned fees that have been collected from vendor applications.

**Vicky Parker motioned to endorse the Chamber of Commerce in order to transfer the early vendor fees. Bill Dolan seconded the motion.**

Public comments were heard from Paula Glidden (PAVED), Phil Huff, Dan Schinhofen, Tina Trenner, Lynn Shirky, Bob Irving, Sandy Higgins, Don Cox, Alex Compton, Dave Stevens, "Bones", Dan Rodriguez, Vince Bowman, John Koenig, Donna Cox, Art Jones, and Isabel Isherwood.

**Vicky Parker withdrew her motion and Bill Dolan withdrew his second.**

**Vicky Parker motioned to return the funds collected so far and take no other action. Motion died for lack of second.**

**Mike Darby motioned to give this to PAVED. Frank Maurizio seconded to motion.**

Mr. Kohbarger asked if it would be kept at the same time and date and what would be done with the licensing already issued. Would we send them back or give to PAVED.

Mike Darby asked what contracts are outstanding and what dates have been scheduled.

**Mike Darby amended the motion to give the Fall Festival to PAVED and have staff contact the individuals who have deposited for next year (this year's Fall Festival) and give them the option. Frank Maurizio seconded the amended motion.**

**Vote passed 4 – 1. Vicky Parker voted nay.**

12. Discussion and possible decision concerning Mr. Brian K. Shoemake (Brian K Media Web & Graphic Designer) has requested to address the Town Board pertaining to contract negotiations between the Town and himself for the design of the Town's website. (Action)

This item was removed during Item #2 above.

13. Discussion and possible decision to enter into a Memorandum of Understanding (MOU) with the Federal Aviation Administration (FAA) to prepare an Environmental Impact Statement (EIS) for the proposed new Pahrump Municipal Airport. (Action)

**Bill Dolan motioned to accept the MOU. Vicky Parker seconded the motion.**

**Vote passed 4 – 1. Mike Darby voted nay.**

14. Discussion and possible decision to approve Resolution No. 2010-01 to set fees for Pahrump Valley Fire-Rescue Service (PVFRS) Fire Service fees. (Action)

Vicky Parker explained that the only added fee was a \$20.00 Administrative Fee and the fees are lower than comparisons. Bill Dolan agreed and pointed out that there is no MOU (Mutual Aid Agreement with Nye County) but in the process of finalizing this. Bill Kohbarger responded that there is a final copy with the County Manager that has been agreed to. It should be brought to the Town Board the first meeting in February. Frank Maurizio commented about fees that still come back to the consumer. Mike Darby asked about extrication fees. Chief Lewis replied that other communities charge a crash tax fee which the Town does not charge. Chief Lewis also explained the home owners' insurance charges. There was more discussion concerning insurances with Mr. Maurizio, Bill Dolan, Vicky Parker,

**Bill Dolan motioned to accept the fee schedule. Vicky Parker seconded the motion.**

Anthony Grecco, Dave Stevens, Donna Cox, Carolene Endersby, George Gingell, and Don Cox commented.

Rick Campbell explained that the motion should be to approve the resolution.

**Bill Dolan amended his motion to approve Resolution #2010-01. Vicky Parker seconded the amended motion.**

**Vote passed 3 -2. Mike Darby and Frank Maurizio voted nay.**

15. Discussion and possible decision on adding “Announcements” back onto the Town Board Agenda. (Action)

Vicky Parker suggested returning Announcements to the beginning of the meeting as Item #3. This is where people can come and announce their events, not public comment; only announcements.

Nicole Shupp commented that this can be done during public comment. Vicky Parker noted that this item is specifically for announcements about upcoming events and not public comment of items on the agenda; only announcements.

**Vicky Parker motioned to return announcements to the agenda at the beginning. Bill Dolan seconded the motion.**

Public comments were heard from Bruce Calley, Shirley Matson, Tom Waters and Donna Cox.

Mike Darby said he would like to see public comment twice during the meetings. Frank Maurizio agreed.

**Vote passed 4 – 1. Nicole Shupp voted nay.**

16. Appointment by Chairman of Town Board Liaisons to Advisory Boards, Committees, and Organizations. (Non-Action)

Nicole Shupp appointed Frank Maurizio to the Nuclear Waste and Environmental Advisory Board in place of Mike Darby due to a time conflict. Mike Darby will replace Frank Maurizio a liaison to the Parks and Recreation Advisory Board. Bill Dolan noted that the Fall Festival liaison should be removed. All other liaisons remain the same.

17. Discussion and possible decision Consent agenda items: (Action)

- a. Action – approval of Town vouchers
- b. Action – approval of Town Board meeting minutes of January 12, 2010
- c. Action – approval of 72 hour Liquor permits for the Death Valley Raceway for their 2010 season.

**Frank Maurizio motioned to accept consent agenda items a – c. Mike Darby seconded the motion.**

**Vote passed 5 – 0.**

18. Future Meetings/Workshops: Date, Time and Location. (Action)

Future meeting of the Incorporation Advisory Board workshops will be announced when information regarding scheduling is received.

19. Public Comment. Action may not be taken on matters considered during this period until specifically included on an agenda as an action item – NRS241.020 (2)(C)(3). (Non-Action)

Dave Stevens commented about the Incorporation Advisory Board.

Carolene Endersby commented as the Chair of the Steering committee for the Nevada Center for Public Policy Dialogue classes available to the public.

Harold Grimmaud commented about not being able to speak at a former meeting and asked for an apology.

Tom Waters announced the VITA Tax Assistance program and the Prostate Cancer support group meetings.

Dan Rodriguez announced the Chamber of Commerce Biz Expo will be held in March at the Pahrump Nugget.

Bruce Calley commented about NRS 241.20 and NRS 241.40.

20. Adjournment.

Meeting adjourned at approximately 10:07 p.m.

Respectfully submitted,

Vicky Parker, Clerk  
Pahrump Town Boar

/cw

I, Kenneth J Hoskin, USA/Ret, submit my resignation from the Pahrump Veteran's Memorial Advisory Board after two years as a board member. We, the advisory board, have worked hard for all veterans and the Great Town of Pahrump and hope to see the completion of our Veteran's Memorial and all other projects. The Board will endeavor to support. My thanks to this board and all future board members.

Sincerely,

A handwritten signature in cursive script that reads "Kenneth J. Hoskin". The signature is written in black ink and is positioned below the word "Sincerely,".

Ken Hoskin

Date of resignation effective next board meeting, 21 January 2010.

rec. 1-21-10

#16d.



Office of the  
**Nye County Sheriff**

Nye County Courthouse  
 Post Office Box 831  
 Tonopah, Nevada 89049



Anthony L. DeMeo  
 Sheriff

January 21, 2010

Pahrump Town Board  
 400 N Hwy 160  
 Pahrump, NV 89048

**FAX: (775) 727-0345**

Dear Town Board:

Enclosed please find a copy of request for a 72 Hour Permit from the Pahrump Valley Lions Club for the District 46 Winter Cabinet Meeting, Lions Clubs First Nighters Party, February 19<sup>th</sup>, 2010 at the Pahrump Senior Citizens Center, 1370 W Basin.

This request is set to go before the Nye County Commissioners at their scheduled Board Meeting on February 16<sup>th</sup>, 2010 should you have any objections as to why this should not be approved, please contact Assistant Sheriff Cody at 482-8110 so your concerns can be presented to the Licensing Board at their next scheduled meeting.

Sincerely,

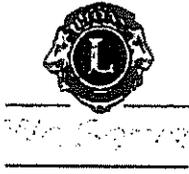
Anthony L. DeMeo  
 Sheriff

By

Georgiana M. Barnwell  
 Administrative Technician

#16e

AREA:		OFFICES:	PHONE:	FAX:
Tonopah	P.O. Box 831	Tonopah, Nevada 89049	(775) 482-8101	(775) 482-8195
Beatty	P.O. Box 805	Beatty, Nevada 89003	(775) 553-2345	(775) 553-2586
Amargosa	P.O. Box 68	Amargosa Valley, Nevada 89020	(775) 372-5345	(775) 372-1241
Pahrump	1520 E. Basin Ave.	Pahrump, Nevada 89060	(775) 751-7000	(775) 751-4672
Mercury	P.O. Box 378	Mercury, Nevada 89023	(702) 295-6600	(702) 295-7871



Pahrump Valley Lions Club  
 Serving the Pahrump Valley Since 1972  
 P.O. Box 133  
 Pahrump, Nevada 89041-0133  
 Tax I.D. #23-7196309  
 Phone (775) 727-9016

Lion Charlie Bonfante, President  
 Lion Aleana Mendel Secretary  
 Lion Debbie Martinez, Treasurer

dustdevil775@yahoo.com  
 aleanam25@yahoo.com  
 debsjeep2003@yahoo.com

January 20, 2010

Sheriff Anthony DeMeo  
 Nye County Sheriffs Office  
 1530 East Basin  
 Pahrump, Nevada 89048

Dear Sheriff DeMeo

On behalf of the Pahrump Valley Lions Club, I request permission for the Pahrump Valley Lions Club to sell alcoholic beverages at the District 46 Winter Cabinet Meeting, Lions Clubs First Nighters Party. This event is to be held on Friday, February 19, 2010 at the Pahrump Senior Citizens Center, 1370 West Basin.

This activity is open only to pre registered Lions Club Members and their guests. The hours of the First Nighters Party are 4:00 P.M. to 9:00 P.M.

This event is being sponsored by the Pahrump Valley. The bar will be manned by Lions and their spouses, over 21 years of age.

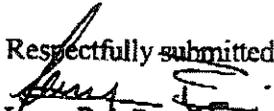
I have already provided the Pahrump Senior Center with the necessary application to use their facility, and they have been approved.

All funds derived from this activity will be used for Lions purposes only.

Should you have any questions, or require additional information, please feel free to contact me at the Pahrump Valley Lions telephone 727-9016.

Thanking you in advance for your assistance in this matter. I await your positive response.

Respectfully submitted,

  
 Larry Bai, Past District Governor  
 Chairman, District 46 2010 Winter Cabinet Meeting  
 Pahrump Valley Lions Club