

PAHRUMP TOWN BOARD MEETING
ARTESIA COMMUNITY CENTER
6601 SOUTH FOX AVENUE
TUESDAY – 7:00 P.M.
May 11, 2010
PLEASE NOTE LOCATION CHANGE

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. **Discussion and possible decision** to direct staff to place signs “NO SMOKING IN CHILDREN’S PLAY AREAS” at Petrack, Honeysuckle, and Simkins Parks. (Action)
6. **Discussion and possible decision** to honor fallen Nye County Deputy Ian Deutch by renaming Honeysuckle Park, “Ian Deutch Memorial Park”. (Action)
7. **Discussion and possible decision** on Pahrump Town Ordinance #39, An Amendment to Ordinance #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)
8. **Discussion and possible action** on a possible proposal to put the Town meetings audio part on the radio for the community to hear. (Action)
9. **Discussion and possible decision** to direct staff to take preliminary steps or the possible creation of a special assessment district pursuant to NRS 271.265 and NRS 271.270 for renewable energy and energy efficiency projects. (Action)
10. **Discussion and possible action** on an ordinance to prohibit the construction of any new detention centers and prisons within the unincorporated Town of Pahrump boundaries. (Action)
11. **Appointment** of two Town Board members to sign Town vouchers (Non-Action)
12. **Discussion and possible decision** Consent agenda items: (Action)
 - a. Action – approval of Town vouchers.
 - b. Action – approval of Town Board meeting minutes of April 27, 2010.

- c. Action – approval of resignation of Laraine Russo Harper from the Pahrump Tourism and Convention Council Advisory Board.
- d. Action – approval of Jose Telles as a member of the Pahrump Veteran’s Memorial Advisory Board.
- e. Action – approval of Charlie Cochran as a member of the Pahrump Veteran’s Memorial Advisory Board.
- f. Action – approval of grant request from Pahrump Chamber of Commerce for stocking visitor locations in California and Utah in the amount of \$1,200.00 from Tourism Room Tax funds.

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

14. 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)

15. Town Manager Report. (Non-Action)

16. Town Board Member’s Comments. (Non-Action)

17. 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 and ARTESIA COMMUNITY CENTER

ANNOUNCEMENTS

The Pahrump Regional Planning Commission meets tomorrow at 6:00 p.m. in the Community Center Hall.

Pahrump Tourism and Convention Council will meet on Thursday, May 13, at 8:00 a.m. in the Town Annex. This is a change for this meeting only from 7:00 a.m. to 8:00 a.m.

The Soroptimists will hold a “Girls Night Out” on May 14th at 5:30 p.m. at the Community Center Hall.

The Board of County Commissioners will hold its final budget hearings on May 17 at 10:00 a.m. at the Community Center Hall.

The BOCC will hold its regular meeting at 10:00 a.m. on May 18th at the Community Center Hall.

The Parks and Recreation Advisory Board is scheduled to meet on May 17th, at 6:30 p.m. at the Town Annex

The Town will hold its final budget hearing on May 20th, at 6:30 p.m. at the Community Center Hall.

The Pahrump Veterans Memorial Advisory Board is scheduled to meet on May 20th, at 7:00 p.m. in Town Annex.

The Rotary Club is sponsoring a Blood Drive on May 21st, from 4:00 p.m. until 8:00 p.m. and again on May 22nd, from 8:00 a.m. until 1:00 p.m. at the Community Center.

Threadzfest will be held at Honeysuckle Park on May 22nd beginning at Noon.

The Social Security Representative will be at the Community Center at 9:00 a.m. on May 25th.

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

5-4-10

DATE OF DESIRED BOARD MEETING

5-11-10

CIRCLE ONE:

Action

or

Non-Action

ITEM REQUESTED FOR CONSIDERATION:

Discussion & possible decision to direct staff to place signs "NO SMOKING IN CHILDREN'S PLAY AREAS" at PETRAC, HONEYSUCKLE & SIMKINS PARKS.
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:

BACKUP ATTACHED:

YES

NO

NAME OF PRESENTER(S) OF ITEM:

NVE COMMUNITIES COALITION

SPONSORED BY:

Vicky Parker

VICKY PARKER

Print Name

Parker

Signature

Mailing Address

Telephone Number

#5

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
5/4/2010

DATE OF DESIRED BOARD MEETING
5/11/2010

CIRCLE ONE: Discussion, Action, Decision or [REDACTED]

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision to honor fallen Nye County Deputy Ian Deutch.
by Renaming Honeysuckle Park, "Ian Deutch Memorial Park".

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:

Mrs. Shupp will give a verbal summary of this item at the Town Board meeting.

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Board Chairman Shupp

NAME OF PRESENTER(S) OF ITEM: Town Board Chairman Shupp

Nicole Shupp, Town Board Chairman
Print Name

Nicole Shupp
Signature

Town Office
Mailing Address

(775) 727-5107
Telephone Number

#6

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
4/5/2010

DATE OF DESIRED BOARD MEETING
4/13/2010 - 5/11/10

CIRCLE ONE: Discussion, Action, Decision or [REDACTED]

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.

This is the Final Reading. If this PTO is approved, it will be forwarded to the local newspaper for printing then shortly thereafter become in effect.

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Manager

NAME OF PRESENTER(S) OF ITEM: Town Manager

William A. Kohbarger
Print Name

William A. Kohbarger 04/05/10
Signature

Town Office
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

#17

ORDINANCE NO. 39

AN AMENDMENT TO ORDINANCE NO. 39 OF THE UNINCORPORATED TOWN OF PAHRUMP TO REVISE AND RESTATE 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, establishment of burial provisions for veterans, and maintenance of records; and

WHEREAS, to carry this out, it is appropriate to replace, update, or add provisions 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 internment, 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, except that Town may waive the notice requirement and provide expedited burials for an additional fee if the required personnel are available.
2. Burials shall not be performed on holidays or weekends without seventy-two (72) hours notice, except that Town may waive the notice requirement and provide expedited burials for an additional fee if the required personnel are available.
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 2nd Street SW, Washington, DC 20593. Notwithstanding, the mariner's death must have occurred after the enactment of Public Law 105-368 and the interment not violate the applicable restrictions while meeting the requirements held therein.

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.** The Town Board may by resolution adopt a schedule of fees for Town Cemetery goods and services.

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.

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

Proposed by Town Board Member _____

Seconded by Town Board Member _____

Adopted on the _____ day of _____, 20____.

Vote	Ayes	Nays
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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 DATE OF DESIRED BOARD MEETING
April 28, 2010 May 11, 2010

CIRCLE ONE: Action or Non-Action

ITEM REQUESTED FOR CONSIDERATION:

DISCUSSION AND/OR POSSIBLE ACTION ON A PROPOSAL TO
PUT THE TOWN MEETINGS AUDIO PART ON THE RADIO FOR THE
COMMUNITY TO HEAR.

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

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: FRANK J MAURIZIO

SPONSORED BY: FRANK J MAURIZIO

FRANK J MAURIZIO
Print Name

Frank J. Maurizio
Signature

Box 60 Pahrump
Mailing Address

764 8791
Telephone Number

Proposal/Agreement to Pahrump Town Board

Talk Radio of Pahrump, a Nevada Non-Profit Corporation, serving Pahrump since July, 2000 by broadcasting/webcasting locally-produced educational, informational, and entertainment talk radio programs via the internet proposes to perform the following services for the Pahrump Town Board:

1. Receive digital audio recordings of the twice monthly town board meetings from the Town Board and convert them to digital audio files appropriate for uploading and posting on the internet.
2. Editing such audio files to trim from them long periods of silence and/or delete unnecessary portions as/if instructed by a designated representative of the Town Board.
3. Provide space on and upload the processed audio files to a dedicated page of the web site, www.pahrumpradio.com.
4. Structure the page in a manner to provide public access to the audio files 24 hours a day, 7 days a week.
5. Keep files available for recording on compact discs (CDs) for those who may request copies for portability.

Talk Radio of Pahrump will charge a fee for materials and labor to manufacture such copies.

Terms And Conditions

The Town of Pahrump will pay to Talk Radio of Pahrump a flat fee of three-hundred dollars (\$300.) per month, in advance of each month, during a trial period ending December 31, 2010.

If, after the trial period, the Town Board desires to continue the above services, those services and terms will continue at the same monthly rate for one year, commencing after the trial period.

It is understood that Talk Radio of Pahrump is not responsible for:

delay of service caused by situations clearly beyond its control. Examples of such situations include internet service provider outages, fires, floods, weather storms, illnesses, terrorism, or acts of God;

the technical quality of recordings made by anyone other than Talk Radio of Pahrump;

the content of recordings made by anyone other than Talk Radio of Pahrump;

the quality of the internet connection(s) used by the public to access the audio files.

Any additions/enhancements to the above services that may be desired will be discussed and agreed upon by both parties, put into writing, and charged for, accordingly.

Examples of such additions would be: adding streaming video; live webcasts; recordings/webcasts made at locations other than the Bob Rudd Community Center.

Submitted on February 19, 2010 by

Harvey Caplan
Manager, Talk Radio of Pahrump, Inc.

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
5/4/2010

DATE OF DESIRED BOARD MEETING
5/11/2010

CIRCLE ONE: Discussion, Action, Decision or XXXXXXXXXX

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision to Direct staff to take preliminary steps for the possible creation of a special assessment district pursuant to NRS 271.265 and NRS 271.270 for renewable energy and energy efficiency projects.

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:

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Board Chairman Shupp

NAME OF PRESENTER(S) OF ITEM: Town Board Chairman Shupp

Nicole Shupp, Town Board Chairman
Print Name

Nicole Shupp
Signature

Town Office
Mailing Address

(775) 727-5107
Telephone Number

#9

Energy Efficiency Improvement and Renewable Energy Project Financing for Nevada Municipalities

Executive Summary

The PACE Program

A Property-Assessed Clean Energy financing program (PACE), a relatively new innovation in Nevada law, allows municipalities and governing bodies to fund renewable energy and energy efficiency improvement projects through the issuance of bonds and the creation of special assessment districts. Only property owners within the Town who choose to participate in a PACE program by adding approved improvements to their property are subject to the special assessment. The special assessment is added to the participant's annual property tax bill, the obligation transfers with title to the real property, and the debt is secured by a lien on the participant's property.

The Benefits of a PACE Program in the Town of Pahrump

The PACE program can provide significant benefits to the Town. Those benefits include diversification of the economy, job creation, limited risk for the governing body, transferable financial obligation for the participating property owner, special assessment applies only to those who affirmatively choose to participate in the program, positive news story for the community, environmental benefits and energy costs savings to the participants.

Creating a PACE Program

In order to set up a special assessment district for the PACE program, the Town must create a preliminary plan, cost estimate and assessment area plat. A resolution by the Board sets a time and date for hearings on the district. In this process, hearings are conducted and complaints from land owners and interested parties are heard and resolved. The Town would then pass an ordinance creating and detailing the special assessment district. Finally, the Town would create and administer the program, which includes setting standards and application processes, determining what technologies the program will include, conducting project reviews and structuring the financial aspects of the program.

I. Introduction to Energy Financing in Nevada

In 2009, Nevada passed legislation enabling local governments to fund, through the issuance of bonds, private property owners' energy efficiency improvements and renewable energy projects. The bond debt is repaid by a special property tax assessment against those property owners who affirmatively choose to participate in the program by making energy efficiency or renewable energy improvements to their homes and commercial properties. This scheme is commonly known as a Property-Assessed Clean Energy financing program (PACE) and the geographic area in which property owners can participate in this program is called an Energy Financing District (EFD).

II. Why Consider Energy Financing At All?

Recent advancements in green technologies have provided consumers the ability to reduce their energy inefficiencies and tap into renewable energy sources, which saves consumers money and provides alternative, off-grid, sources of energy. PACE programs benefit constituents by providing financing for property owners to develop new projects and for home and commercial building owners to retrofit their property with these new, improved technologies. The benefits of creating a PACE program also flow to the local governments; these programs produce jobs, diversify the economy and can be popular with the voting public. A number of states, including California, Illinois, New York and Colorado, have passed enabling legislation and several local governments have started implementing a PACE program.

III. The Basic Mechanics of PACE Program

Energy Financing Districts are a relatively low risk and low cost methods for local governments in Nevada to engage in the green movement and diversify their local economy. The fundamental mechanics of setting up a PACE program should be familiar to most government entities as they usually rely on bonds and tax assessments. The first step is to set up an Energy Financing District. This is the geographical area defining which property owners can participate in the program. In Nevada, the local government must hold a hearing and pass an ordinance creating the District, via a process known as the provisional order method. Next, the local government raises money to fund energy efficiency improvements and renewable energy projects, within the EFD, through the issuance of bonds. The local government loans the funds raised by the bonds to property owners for renewable energy projects and/or making the requisite improvements to existing properties. Participants repay the debt through an annual special property tax assessment on their property; additionally, the debt is secured by a lien on the property, which has payment priority in the case of foreclosure. Any property owner in the EFD who does not choose to participate in the program is not subject to the special property assessment.

The local government entity must create standards for qualifying projects. Additionally, the local government should invest some resources in educating potential participants about the program. Property owners wishing to participate file an application with the relevant government entity, who then determines whether the proposed project and the property meet participation requirements. Generally, the property owner receives enough money to defray all

or almost all of the cost of making the improvements; the property owner's energy savings resulting from the renewable energy projects or the retrofits offset the increase in property tax assessment. The special property tax assessment attaches to the real property, rather than, personally, to the owner. Thus, if the improved property is sold, the new owner continues to make the payments via the special property tax assessment and enjoys the benefits of the energy savings.

In list form, the main steps to set up a PACE program are:

- Identify staff, advisors and local counsel.
- Design a program with specific targets and parameters.
- Formally create and designate the energy financing districts subject to the special assessment by resolution of the governing body.
- Secure bond funding; consider applying for Energy Efficiency and Conservation Block Grants (<http://www.eecbg.energy.gov>).
- Produce program materials and applications.
- Conduct public outreach for the program.

IV. The Pros of Creating an Energy Financing District

Energy Financing Districts provide a number of benefits to both local governments and participants.

Local Government Benefits

- **Diversification and Job Creation:** For local governments, the primary benefit is a diversification of the local economy. Energy efficiency improvements and renewable energy projects require manpower, materials and knowledge. Unfortunately, many property owners and residents who may wish to make their homes or businesses more energy efficient lack the initial capital outlay to do so. A PACE program gives would-be participants the financial ability to make these improvements, which, in turn promotes the growth of new businesses, jobs, technologies and investments in the community.
- **Low Risk:** There is virtually no liability on the part of the local government. The property owner makes annual payments under a special property tax assessment. A tax lien placed on the home is senior to a mortgage debt, meaning the assessment is paid first in the event of foreclosure.
- **Positive News Story:** This relatively low cost program provides a positive news story for the local government and elected officials.
- **Efficiency and Environmental Improvement:** PACE provides an avenue for the local government to assist property owners in making their property more energy efficient and environmentally-friendly.
- **Engagement:** PACE programs are a relatively easy way for local governments to begin engaging in future energy technologies.

Participant Benefits

- **Transferrable Debt:** Obligations on a loan obtained through a PACE program transfer with the property via the special assessment tax. If the improvement is financed through a home equity loan or second mortgage, the original home owner would remain liable

after a transfer in ownership. Thus, a property owner is not inhibited from making investments in property because they do not anticipate staying long enough to recoup their investment or can not afford the upfront costs.

- **Transferrable Benefit:** Financed improvements transfer with ownership of the property.
- **More Favorable Terms:** There may be a longer repayment period and interest rates lower than or comparable to home equity or second mortgage loans.
- **Trusted Guidance:** The local government's guidance on what improvements qualify and what vendors/service people can make the improvements provide reliable information and guidance in navigating through an otherwise new and unfamiliar property improvement.
- **Increased Value:** Property value may be increased by the presence of energy efficient and renewable energy improvements.
- **Individual Application:** Only those property owners who wish to participate are subject to the special assessment.
- **Energy Savings:** Lower energy bills and long-term savings.
- **Low Cost:** Minimal or no upfront costs for the improvements.

V. The Pitfalls and Limitations of Creating an Energy Financing District

Two main issues may detract from creating a PACE program. First, the program will not incentivize some property owners to partake. Second, the local government may experience significant administrative costs at the outset of the program.

While virtually any structure within the EFD is eligible to participate in a PACE program, some owners may not feel incentivized to participate. Specifically, rental property will likely have a low participation rate because, while renters usually pay the utilities, the owner pays the property tax. Thus, an owner is likely to feel the burden of participation, without experiencing any of the benefit. There is little information right now as to how rental property owners will respond to a PACE program in practice, but a local government should consider what proportion of the land owners in a proposed EFD are owner-occupied versus renter-occupied. Other considerations that may limit property owner's participation include a lack of knowledge as to how or what energy improvements they should consider and the time and energy costs in investigating energy improvements. Also, the life of the technology probably needs to be as long as, if not longer than, then the repayment period and some technologies, such as efficient light bulbs and appliances, are too mobile for participation.

Perhaps the most significant roadblock to creating a PACE program is the local government's initial startup and continuing administrative costs of operating the program. A local government needs staff or consultants with the expertise and knowledge to create and operate the program. The types of issues that a local government needs to address include, but are not limited to, the following:

- Determine which specific technology qualifies for participation in the program.
- Determine if a minimum energy savings must result from the retrofits.
- Assess or certify service providers and installers of the projects.
- Define standards and procedures for on-site review and compliance verification of installed projects.

- Train staff to process applications.
- Determine financial qualification standards for applications.
- Conduct community outreach.

VI. Nevada Enabling Legislation

In 2009, Nevada passed legislation enabling local governments to create a PACE program. *See* SB No. 358. Nevada Revised Statute 271.265 states that the "governing body of a county, city or town ... may ... acquire, improve, equip, operate and maintain ... " an energy efficiency improvement project or a renewable energy project, which are defined as follows:

- **Energy Efficiency Improvement Project** - the modification of real property or the facilities or equipment on the real property that is designed to reduce the energy consumption of the real property
- **Renewable Energy Project** - real property, facilities and equipment used to generate electricity from renewable energy to offset customer load in whole or in part on the premises, and all appurtenances and incidentals necessary, useful or desirable for any such real property, facilities and equipment.
- **Renewable Energy** - means: (a) Biomass; (b) Geothermal energy; (c) Solar energy; (d) Waterpower; and (e) Wind.
 - o The term does not include coal, natural gas, oil, propane or any other fossil fuel, or nuclear energy.
 - o "Waterpower" means power derived from standing, running or falling water which is used for any plant, facility, equipment or system to generate electricity if the generating capacity of the plant, facility, equipment or system is not more than 30 megawatts. Except as otherwise provided in this subsection, the term includes, without limitation, power derived from water that has been pumped from a lower to a higher elevation if the generating capacity of the plant, facility, equipment or system for which the water is used is not more than 30 megawatts. The term does not include power:
 - a) Derived from water stored in a reservoir by a dam or similar device, unless: (1) The water is used exclusively for irrigation; (2) The dam or similar device was in existence on January 1, 2003; and (3) The generating capacity of the plant, facility, equipment or system for which the water is used is not more than 30 megawatts;
 - (b) That requires a new or increased appropriation or diversion of water for its creation; or
 - (c) That requires the use of any fossil fuel for its creation, unless: (1) The primary purpose of the use of the fossil fuel is not the creation of the power; and (2) The generating capacity of the plant, facility, equipment or system for which the water is used is not more than 30 megawatts.
- **Real Property** - means 1) land, including land under water; 2) buildings, structures, fixtures and improvements on land; 3) any property appurtenant to or used in connection with land; 4) every estate, interest, privilege, easement, franchise and right in land, legal or equitable, including, without limiting the generality of the foregoing, rights-of-way,

terms for years, and liens, charges or encumbrances by way of judgment, mortgage or otherwise, and the indebtedness secured by such liens.

Nevada law, specifically N.R.S. 271.270, also provides that a governing body can defray the costs, wholly or in part, of the aforementioned projects by the following methods:

- Levying assessments against assessable property.
- Levying taxes against taxable property, to the extent assessments are insufficient.
- Pledging the proceeds of any assessments and taxes levied hereunder to the payment of special assessment bonds and to create liens on such proceeds to secure such payments
- Issuing special assessment bonds.

In short, the type of projects a local government may include in their PACE program are quite broad. The statute leaves it to the discretion of the local governments to determine if their PACE program will include a wide array or a limited number of improvements.

VII. Examples of Technologies That May Be Utilized

A wide variety of energy efficiency improvement and renewable energy technologies exist. The types of improvements that local governments should consider include improvements to residences, such as:

- Reducing energy demand inefficiency by sealing leaks in walls, floors, windows and optimizing heating and cooling systems.
- Installing energy efficient lighting systems.
- Installing energy efficient heating and cooling systems.
- Installing photo-voltaic solar panels.
- Installing solar thermal systems.

The cost of these retrofits can vary. A retrofit on a house can range anywhere from \$7000.00 to \$40,000.00.

Local governments should consider larger renewable energy projects, such as:

- Bio-mass facilities.
- Photo-voltaic solar panels farms.
- Geothermal facilities.
- Wind farms

The local government has many options in determining what improvements and the cost range of projects to finance.

VIII. Financing Considerations and Mechanisms

As stated above, the special assessment is only assessed against those who affirmatively opt into the program; the participant repays the debt through an additional fee on their property tax bill and recordation of a lien on the property. Because the lien is senior to a mortgage, lenders may express concern over the program. One way in which a local government can assuage those concerns is to require a participant to secure the consent of their mortgage lender.

If the participant sells their property, the new owner of the property is responsible for the special assessment. The local government body notifies potential purchasers of this obligation by recording a notice of the special assessment on the property. The PACE program should maintain up to date records of the improvements and the payments still owing for the benefit of subsequent purchasers.

In the event that a participating property owner is delinquent on their property tax bill, the local government must determine how late the payment can be before taking action. The local government also needs a reserve fund to pay the debt if payment is not forthcoming. The local government determines the source of the funds, at what rate and in what amount it offers financing to property owners. A government entity can decide to issue a bond for each participating property owner. The individual bonds can be sold to a third party, who has the option to bundle and resell them. Alternatively, a government entity can finance the program through other mechanisms, such as loans from the general fund, from a specific fund or through county issued bonds.

There are a number of options for addressing all of the aforementioned concerns based on the circumstances of each local government and their PACE program. Additional consideration and discussion of the alternatives ensures that the structure of the PACE program meets each local government's unique needs.

IX. Administrative & Program Costs

A PACE program has several layers of administrative costs that a local government must consider. First, local government staff develops administers and manages the program. Second, local government officials should monitor the progress and results of the program. Third, the local government manages several financial aspects, including the property tax assessment, servicing the debt and making payments to participants. At the outset of the program, these costs may seem burdensome. However, once the program is up and running, the costs should dissipate and administration become more efficient. Additionally, there are a number of potential sources of revenue to help defray these costs, for example: application fees, additions to the financed amount, interest rate increases and grants or federal stimulus funds.

A number of cities have already launched a PACE program. Browsing through their webpages can be instructive as to what these programs look like in practice. The cities and their websites are:

- Berkeley, California - <http://www.cityofberkeley.info/ContentDisplay.aspx?id=26580>
- Palm Desert, California- <http://www.cityofpalmdesert.org/Index.aspx?page=484>
- Boulder, Colorado -
<http://www.beclimatesmart.com/atHome/residentialIncentives.php>
- Babylon, New York - <http://ligreenhomes.com/page.php?Page=home>
- Sonoma County, California - <http://www.sonomacountyenergy.org/>

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 April 28, 2010 DATE OF DESIRED BOARD MEETING May 11, 2010

CIRCLE ONE: Action or Non-Action

ITEM REQUESTED FOR CONSIDERATION:

DISCUSSION AND POSSIBLE ACTION ON AN ORDINANCE TO PROHIBIT THE CONSTRUCTION OF ANY NEW DETENTION CENTERS AND PRISONS WITHIN THE UNINCORPORATED TOWN OF PAHRUMP BOUNDARIES.
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:

TO STOP NEW CONSTRUCTION OF PRISON(S) AND/OR DETENTION CTR(S) IN THE TOWN OF PAHRUMP.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: FRANK J MAURIZIO

SPONSORED BY: Frank Maurizio

FRANK MAURIZIO
Print Name

Frank J Maurizio
Signature

Rt 160 Pahrump
Mailing Address

764-8791
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

4/30/2010

DATE OF DESIRED BOARD MEETING

5/11/2010

CIRCLE ONE: Action

or

Non-Action

ITEM REQUESTED FOR CONSIDERATION:

APPOINT TWO TOWN BOARD MEMBERS TO SIGN TOWN VOUCHERS

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:

BACKUP ATTACHED:

YES

NO

NAME OF PRESENTER(S) OF ITEM:

Bill Dowan

SPONSORED BY:

Bill Dowan

Print Name

Bill Dowan

Signature

(Signature)

Mailing Address

400 N. Hwy 160 Pahrump

89060

Telephone Number

775-764-1327

PAHRUMP TOWN BOARD MEETING
BOB RUUD COMMUNITY CENTER
150 NORTH HIGHWAY 160
TUESDAY – 7:00 P.M.
APRIL 27, 2010`

MINUTES

PRESENT:

Town Board:

Nicole Shupp

Bill Dolan

Vicky Parker

Frank Maurizio

Staff: Michael Sullivan, Finance Director

Scott Lewis, Fire Chief

Al Balloqui

ABSENT:

Town Board:

Mike Darby

Staff:

Bill Kohbarger, Town Manager

1. Call to Order and Pledge of Allegiance.

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

Bill Dolan announced there would be a candlelight vigil for fallen deputy Ian Deutch on Thursday, at 7:30 p.m. at Terrible's Lakeside. A moment of silence was observed for Ian Deutch.

Vicky Parker read a press release regarding Officer Deutch from Governor Jim Gibbons.

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

Nicole Shupp stated that Mike Darby has requested that Items #6 and 7 be removed until he can attend the meeting. (Mike Darby absent due to personal business.)

**Bill Dolan motioned (for Mr. Darby) to postpone Item #6 for 2 weeks.
There was no second to the motion.**

Motion failed.

3. Announcements (Non-Action)

Vicky Parker read announcement as prepared in the backup.

Mrs. Parker announced that CCA was accepting applications for employment.

Phil Huff announced that the Pahrump Fair and Festival will be held at Petrack Park, September 23-26.

Anthony Greco announced that Bill Kohbarger applied for a job in Ohio.

Karen Jackson announced that the Radiothon raised approximately \$35,000 for the Boys and Girls Club and thanked the community for their support.

Lee Crommer thanked Town employees Jimmy and Carl for their help with the setting up for the car show. Ms. Crommer suggested cigarette catchers be placed in the park.

Marna Krause of Pahrump Fair and Festival Arts and Crafts committee announced and explained their Ducky Dunk Derby going on through September 26 at the festival.

Rodney Commacho stated that everyone should give thanks to our Nye County Deputies and Fire Department who put their lives on the line for us.

Tom Husted of Valley Electric Association reported that joint training has been done with PVFRS and consider it a great asset and appreciated Chief Lewis' leadership.

Bill Dolan thanks Mr. Husted for the cooperation of VEA at the Chief Tecopa Cemetery.

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

There were no comments at this time.

5. Discussion and possible decision regarding approving proclamation for designating the first week in May as Elk Youth Appreciation Week. (Action)

Vicky Parker read the proclamation as prepared.

Bill Dolan motioned to move the proclamation forward at this time. Vicky Parker seconded the motion.

Vote passed 4 – 0.

6. Discussion and possible decision on sanctioning or censoring of Board Member Frank Maurizio or vote of no confidence. (Action)

Nicole Shupp read the following:

“After the last Town Board meeting I received an e-mail from the town’s insurance provider (POOL/PACT HR Director). I have been instructed to read this statement from the HR Department Director.

Personnel actions are confidential and will not be discussed during open meetings unless in accordance with the Town of Pahrump’s policy 11.1.3, item #5. Appeal of Discipline and NRS 269.083, Public hearing for dismissed employee, where the board’s role is then implemented.

Your comments during the last Town Board meeting left this town open to either a class action lawsuit by staff members or individual suits by staff, and the same either class action or individual hostile work complaints.” Mrs. Shupp indicated that she had a long list and did not wish to go through them all.

Bill Dolan called a Point of Order. Mr. Dolan asked that the statement be read, in its entirety, into the record. Mrs. Shupp continued.

“If this town was to lose its insurance coverage for these actions the Town would be forced to find insurance elsewhere more than likely at a much higher price, and that cost passed on to the residents in a form of a tax increase. This item tonight is not just from your actions at the last Town Board meeting but from a long list of other problems that have occurred since you took your seat on this board.

Early in 2009 you placed a flyer out in the community where it stated you're a licensed teacher when in fact you hold a certificate to substitute teach. You also stated on your public application to the Governor that you were a licensed teacher with a Bachelor of Science in Education as well, and you hold no such degree. This is in violation of NRS 281.340, Obtaining Appointment by False Letter or Certificate: the penalty for that is a misdemeanor. On June 18, 2009 you asked a town staff member to give you back a legally filed agenda item request form. When she refused you submitted another request form to replace that one and dated it six days earlier to cover up the timeline.

On June 30, 2009 you approached a town staff member and asked that staff member to destroy an agenda item from the previous Town Board meeting which is a legally filed form once turned in, but again you asked her to destroy it. It is illegal to destroy legally filled documents.

In 2009 you were charged by the State of Nevada Private Investigators Board for advertising and operating a business without being licensed to do so even though your website said your company conformed to all Nevada State Requirements and Licensing. You were found guilty by that Board and told to stop doing business at once and were fined \$2,500.00 by that Board; all public knowledge. It also took you several months to remove your website after being ordered to remove it at once by the PI Board.

Earlier this year (2010) you appeared before the Nevada Ethics Commission after having a single complaint filed against you. The investigator turned the one complaint into six violations and on the day of the hearing the full Board agreed with the investigators that he was off by six violations and your hearing went forward on twelve violations. Conviction of any more than three you would have been removed from your Town Board seat. After the Ethics Board heard from two witnesses, Al Balloqui and Fire Chief Scott Lewis and from yourself, the hearing was stopped and a plea deal was made for you to plead guilty to two of the twelve violations thus allowing you to retain your seat. You were also fined by the board and told to attend mandatory training on ethics.

Since then you have tried to have both of these departments closed or reduced, giving the appearance of retaliation for them testifying at the Ethics hearing opening the Town to yet the possibility of more legal action from staff or department heads.

Also, you sent letters into the editor of the Pahrump Valley Times in which you signed your name to the article, when in face you plagiarized. It was someone else's story from a few years ago.

I do not know the Town's legal bills over this, but I know they are quite a bit. These actions of ours have got to stop and we need to heal this board and as before do the business of all the residents."

**Bill Dolan motioned for a vote of no confidence from this Board to Mr. Maurizio.
Vicky Parker seconded the motion.**

Frank Maurizio said statements were made in the paper that were undirected and untruthful comments toward PVFRS, which he said he stated the "fire service." He said he read the policy manual and did not mention any names. Mr. Maurizio held up a copy of the Pahrump Mirror and stated that a picture is worth a thousand words. He said he did not handle the complaints; that a citizen handled the complaints and is a statement of concern. Mr. Maurizio stated an email was sent by the Town Manager saying the picture in the Mirror was

not to be used. After talking with the reporter, Mr. Maurizio said no one told him he could not use the pictures he took; Senator Reid's staff, Town staff or anybody. The fire service should not be taking pictures with a candidate while in uniform as stated in the policies. Mr. Maurizio stated to Mrs. Shupp that she comments to people at the podium to shut up. Frank Maurizio commented that Mr. Dolan, at a meeting on April 13, called the public the "peanut gallery" and told a person to buy a hearing aid. Mr. Maurizio asked if this was good public relations.

Bill Dolan called a Point of Order. Mr. Dolan said this is not about him or the Chairman, it is about Mr. Maurizio's actions and he needs to stick to the discussion on the floor.

Frank Maurizio replied this is all part of it and is nothing but a political move.

Mr. Maurizio continued that after an extensive research of the NRS and Nevada Administrative Codes and an attorney, it is his opinion that the Town Board has no power to sanction or censor what was requested by the Board Chairman. This is a political move and he has been acting under the obligations of NRS 281.611- .671. In his opinion a vote of no confidence means nothing. His support comes from the community he serves as a whole, not a personal agenda.

Comments were heard from Amy Riches, Andy Alberti, Butch Clendenen, and Donald Cox.

Bill Dolan called a Point of Order. Bill Dolan stated that outbursts will not continue and called for the question explaining that public comment stops, the threats stop. There were outbursts from the public. Bret Meich stated there is no basis to call for the question at this moment. If comments continue past the allotted time there may be a basis. Chairman Shupp decided not to set a time limit on comments.

Donald Cox continued his comments and said he would be calling the Attorney General's Office.

More comments continued from Harley Kulkin, Anthony Greco, Gordy Jones, Christy Stern, Nancy Lord, Bob Irving, Donna Cox, Bruce Calley, Phil Huff, Harold Grimauld, Bill Riches, Darryl Lackey, and Shirley Matson.

Bill Dolan responded to questions asked during public comment. Vicky Parker commented regarding Mr. Maurizio interactions with staff and creation of a hostile work environment. This is what concerns the insurance providers. Mrs. Parker said this is to get the attention of Mr. Maurizio.

Frank Maurizio addressed the concerns of the Board.

No Vote 2 -2. Frank Maurizio and Nicole Shupp voted nay.

7. Discussion and possible decision to approve the Town Attorney to create a Town Board Code of Conduct and Ethical Behavior Ordinance with an appropriate penalty section which will include the ability to fine, sanction, and suspend Town Board members and all matters properly related thereto. (Action)

Nicole Shupp noted that the Board is limited by State law and gave reasons for putting this on the agenda. There should be ethical standards and the board should be held to a higher standard.

Bret Meich explained that this can be done by a resolution rather than an ordinance. A resolution would clarify the ethical standards that the Board expects of its members. Mr. Meich suggested striking ordinance and replace with Resolution striking everything following, leaving it up to the Town Attorney to determine the legality and appropriate sanctions.

Frank Maurizio noted that Nevada already has an Ethics Commission and the Town has a code of ethics in the policy manual. Mr. Maurizio suggested reviewing the code of ethics and make it more stringent and find a way to enforce it. Frank Maurizio suggested forming a civilian review board to enforce it consisting of a one lawyer with a practice in Town, two business owners and two members of the public. The board should not have any relations working for the Town or County or any contracts with the Town or County, and not be felons and have no major records. To make an ordinance may be a violation of the State Ethics Commission.

Bret Meich stated that he would need to look into the Town Personal Policy to see if it applies to the Town Board. It could be looked at as a reference of a standard of behavior. If it is the pleasure of the Board, the Attorney can draft a Resolution to set forth a standard of ethics for the members, although not necessary.

Vicky Parker said she does not have a problem with formalizing in a Resolution or not. Bill Dolan noted that if a Resolution is requested it will have to be brought back on another agenda.

Bret Meich explained the Board may express a general interest in seeing a Resolution produced by staff for a future Town Board meeting; and can be done as a directive.

Chairman Shupp directed the Attorney to proceed.

8. Discussion and possible decision on approving the drug and alcohol testing policy for the Pahrump Valley Fire-Rescue Service and all matters related thereto. (Action)

Nicole Shupp stated her concerns regarding Section #8 in the policy regarding blood alcohol content.

Michael Sullivan explained that this was a negotiated policy and asked if the Board wanted to direct questions to Tim Murray or it to go back and be looked at again.

Tim Murray, President of IAFF Local 4068, stated that the cut off levels are Department of Transportation standards.

There was discussion between the Board and Mr. Murray regarding random testing, zero tolerance and negotiations.

Vicky Parker motioned to approve the drug testing and alcohol testing policy for the PVFRS and all matters related thereto as negotiated by Mr. Kohbarger and Mr. Murray. Frank Maurizio seconded the motion.

Comments were heard from Nancy Lord, Harley Kulkin, George Gingell, Donald Cox, and Donna Cox.

Tim Murray pointed out the reason for the cut off levels is due to environmental exposures.

Bret Meich noted that any deviation of the negotiation would require the consent of the Union and might necessitate further negotiations.

Comments continued from Jeff Bobeck, Butch Clendenen, Darryl Lackey, Any Riches, Bill Riches, Harold Grimauld and Bruce Calley.

Nicole Shupp asked for clarification of the negotiated policy. Mr. Meich explained that the Fire Department has a separate contract with the Town. This is separate from the Town's Policy and suggested that the Town Board adopt this item for the purpose of adhering to the collective bargaining agreement. Bill Dolan asked Mr. Meich it was voted not to accept and send it back for more bargaining, would it be classified as bad faith bargaining. Mr. Meich replied that he feels it would not be in bad faith. The negotiation team presented this policy for the Board to consider. If the Board disagrees, it would not be in bad faith. It would force them back to the negotiation table.

Vicky Parker asked about the time limit of the contract. Tim Murray replied that the current contract expires 6/30/2011. He explained how negotiations would begin to make changes to the contract. There was more discussion with the Board and Mr. Murray. Mr. Murray noted that they should not be negotiating in public.

Vote failed. 1 - 3. Bill Dolan, Nicole Shupp and Frank Maurizio voted nay.

9. Discussion and possible decision on Approval to Transfer Ambulance Fund Delinquent Accounts for January through March, 2010 for Further Collection and Related Accounting Adjustments. (Action)
Bill Dolan asked staff how the private collection agencies are doing with collections. Mr. Sullivan responded that they are at about 50% on gross billings.

Vicky Parker motioned to approve the transfer of ambulance fund delinquent accounts for January through March, 2010 for further collection related accounting adjustments. Bill Dolan seconded the motion.

Vote passed 4 – 0.

10. Discussion and possible decision on authorizing the Town to enter into a settlement agreement with WillDan for resolution of the community pool deck remodel contract not to exceed \$7,000.00 and subject to the approval of terms by the Town Attorney. (Action)

Bill Dolan motioned to move forward and let the Town Attorney enter into this agreement for the terms. Frank Maurizio seconded the motion.

Vote passed 4 – 0.

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

- a. Action – approval of Town vouchers.
- b. Action – approval of Town Board meeting minutes of April 13, 2010.
- c. Action – approval of Special Town Board Tentative Budget meeting minutes of April 7, 2010
- d. Action - approval of Pahrump Tourism and Convention Council Grant for the Nevada State Benchpress and Deadlifters Association Annual Championship event, July 23-25, 2010 in the amount not to exceed \$5,500 from the Tourism Room Tax Fund. (Action)

Vicky Parker motioned to approve consent agenda items a – d. Bill Dolan seconded the motion.

Vote passed 3 – 1. Frank Maurizio voted nay.

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

Nicole Shupp reminded everyone that the next Town Board meeting will be held at the Artesia Community Center on May 11.

There was discussion concerning moving meetings and a request for minutes was made.

Michael Sullivan announced the mandatory meeting for the Final Budget Hearing would be May 20 at 6:30 p.m. at the Community Center.

Donna Cox commented.

13. 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)

Harley Kulkin commented about consideration of others.

Andy Alberti commented on moving meetings and live streaming of meetings.

Tom Waters updated the people on the VITA tax program.

Butch Clendenen commented the issue of directing the attorney regarding the code of conduct and suggested incoming board members having training.

Donna Cox commented about moving meetings and liability factors involved. Also noted that people can pick up agendas and CD's of the meeting can be obtained at the Town Office. She announced that CCSC meet on Mondays.

Tom Zuccarro directed comment to Bill Dolan about getting a name on the Veteran's Wall.

Nancy Lord commented about moving meetings and the legal ramifications.

John Koenig commented that the Town Board should start getting along. He thanked the Board for adding Town Board member comments to the end of the meeting along with public comment.

Harold Grimauld commented about a County issue.

Bob Irving suggested using closed circuit for Board meetings.

Jeff Bobeck commented that he thinks meetings should not be moved and mentioned parking concerns.

Bruce Calley commented regarding backup inclusion for the public. Mr. Meich addressed his question. Mr. Calley stated that meetings in the center of Town would be the logical place.

Sam Jones commented about ethics of the Board.

14. Town Manager Report. (Non-Action)
Written report provided in the backup.

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

Frank Maurizio stated that on April 4 (April 7) we had budget hearings that only lasted one night. Mr. Maurizio said he sent an email to Mr. Kohbarger the next day recommending four possible areas to cut. On Saturday morning he received a call from a resident that Town staff had called saying Frank had threatened him, his job and his livelihood. Mr. Maurizio said he called the Executive Director of the Ethics Commission, faxed her up all the stuff and was told not to worry about it. Mr. Maurizio said he talked to Mr. Kohbarger as instructed. Mr. Kohbarger suggested that it looked like he was creating retribution. Mr. Maurizio said it was not retribution, but budget cuts.

Bill Dolan asked for clarification of Mr. Irving's suggestion to set up closed circuit at the Community Center. Bob Irving explained that if meeting were moved, closed circuit would be available at the Community Center like the County. Mr. Dolan said he would find out if was feasible with the County to use their equipment and have Mr. Kohbarger get back to Mr. Irving.

Bill Dolan commented on Tom Zuccarro's comments about the Veteran's Wall.

Mr. Dolan stated that recently there have been two complaints against the Board to the Ethics Commission by Mr. Kulkin and their response (George Taylor) was that the investigation did not find the Board violated either of the Open Meeting Law violations as alleged and the complaints were closed with prejudice.

Nicole Shupp suggested the Board to get together and will direct staff to do a retreat of some sort.

16. Adjournment.

Meeting adjourned at approximately 9:07 p.m.

Respectfully submitted,

Vicky Parker, Clerk
Pahrump Town Board

/cw

TOWN OF PAHRUMP
PAHRUMP TOURISM AND CONVENTION COUNCIL

GRANT AGREEMENT

The purpose of this Grant Agreement (the "Agreement") is to summarize the understanding between the parties regarding the use of room tax fund grant proceeds.

PARTIES TO THE AGREEMENT

a. Pahrump Tourism and Convention Council ("PTCC")

b. Town of Pahrump ("Town")

c. (name) Pahrump Valley Chamber of Commerce

(address) PO Box 42

Pahrump NV 89041

(phone) 775-727-5800

(fax) 775-727-3909

(email) info@pahrumpchamber.com

(FEIN) 88-0170403

("Grantee")

EVENT

(description) stocking visitor locations in California and Utah

(dates) 1/1/10 - 12/31/10

#129

(times) _____

(at location) _____

EXHIBITS

The following Exhibits, hereby incorporated by reference, must be attached to this Agreement and are considered an integral part of this Agreement:

- Exhibit A: Grantee's original "Grant Request"
- Exhibit B: "Receipt and Acknowledgment" of "Grant Request Guidelines"

AWARD OF GRANT

1.1 The PTCC has recommended the Town approve funds from room tax proceeds to Grantee in the amount of \$ 1200.00.

1.2 Grantee will use the grant award only for the expenditures approved by the PTCC/Town as outlined in the original "Grant Request" and PTCC recommendation to the Town Board.

1.3 The PTCC only recommends the use of grant funds to the Town; final approval of the grant funds is at the sole and absolute discretion of the Town Board. As such, this Agreement is not considered binding to any Party until such time as it has been approved by the Town Board.

1.4 The Town Board reserves all rights to modify the terms of this Agreement including, but not limited to, the amount of the grant award, the permitted uses of grant fund proceeds, imposition of additional requirements, etc., prior to approving the Agreement. In the event the Town modifies the terms of this Agreement, Grantee has only two (2) courses of action: (a) Accept the modified terms without condition; or (b) Rescind the grant request application.

1.5 The grant award is limited to the single Event described in this Agreement.

1.6 This grant award does not, in any manner whatsoever, create a precedence regarding the award of grants to Grantee and/or any other grantee and/or any other applicant for a grant. Each grant request is considered unique and the PTCC/Town reserve the right to award (or deny) additional and/or future grant requests as deemed appropriate.

1.7 Nothing in this Agreement is intended to be construed as to constitute PTCC/Town and Grantee as partners or joint venturers, or either Party as the employee, agent, or representative of the other Party. Each Party agrees that it shall not hold itself out as an agent, partner, joint venturer, employee or representative of the other Party.

CONDITIONS OF GRANT USE

2.1 Grantee agrees to comply with all PTCC "Grant Request Guidelines" in effect at the time the grant was awarded. The "Grant Request Guidelines" are in integral part of this Agreement and are hereby incorporated by reference via this section of the Agreement and via Exhibit B to this Agreement.

2.2 Grantee agrees to comply with all Town, county, state and federal laws relating to the Event and Grantee shall be solely responsible for obtaining any required governmental approvals and/or licenses. Grantee shall be solely responsible for paying any local, state and/or federal taxes, fees, costs, and expenses required for or arising from this Agreement.

Without limiting the generality of this condition, Grantee understands and agrees that Grantee is responsible to secure any and all liquor license approvals from Nye County, any and all health certifications/inspections, any and all sales tax permits, any and all rental registrations/agreements and fees required by the Town for use of Town facilities/staff, etc.

2.3 Grantee agrees to prominently display a PTCC banner and/or any other PTCC collateral material at the event. Said banner and/or other PTCC collateral material will be provided at the sole expense of the PTCC; Grantee will not be responsible to produce the banner and/or other PTCC collateral material. Grantee will be responsible for the pick-up and return of said banner and/or other PTCC collateral material as directed by the PTCC. Grantee agrees to reimburse any costs for loss or damage of any PTCC banners/materials with the exception of those materials designed to be consumable.

2.4 Grantee will supply to the PTCC/Town a designated public information person and sufficient event details a minimum of ninety (90) days prior to the event date(s) to allow the PTCC/Town the ability to issue a press release regarding the event.

2.5 Grantee hereby grants to PTCC/Town a nonexclusive license to utilize Grantee's logo, trademark, service mark, event, event information, intellectual property, proprietary information, etc. for the sole purpose of advertising Grantee's event through advertising/marketing channels available to PTCC/Town. Said advertising may include, but is not limited to, the PTCC Internet website (including the event calendar web page), the Town Internet website, the Town marquee, banners, printed flyers, billboards, newspapers, radio, television, etc.

2.6 The PTCC/Town operates on a reimbursement model; no grant award funds will be supplied prior to the start of the project. Grantee must request reimbursement by submitting, in invoice format, actual receipts to the Town office. Grantee must supply the Town Office with a complete and accurate IRS Form W-9 prior to any reimbursement being processed. Grantee understands and agrees that the reimbursement process will take approximately sixty (60) days to complete.

2.7 The grant award is the maximum amount to be supplied to Grantee. In the event that actual receipts are less than the grant award, Grantee will be reimbursed for that lesser amount. In the event that actual receipts are greater than the grant award, Grantee will be reimbursed up to the grant award amount only.

2.8 Pursuant to the "Grant Request Guidelines," each Grantee must submit a "Grant Evaluation" form to the PTCC in conjunction with the request for reimbursement (refer to Section 2.6 above). Failure to complete/submit the "Grant Evaluation" form will result in denial of the reimbursement and will automatically disqualify Grantee from all future grant requests.

OTHER

3.1 Grantee represents and warrants that Grantee's signatory to this Agreement has full authority to enter into this Agreement and bind Grantee.

3.2 Grantee shall indemnify and hold PTCC/Town shareholders, directors, officers, strategic advisors, employees, agents, representatives, attorneys, and accountants holding equity in, retained by, employed by, commissioned by or otherwise controlled by PTCC/Town (the "PTCC/Town Indemnified Parties") harmless from and against any losses incurred by any of the PTCC/Town Indemnified Parties with respect to, arising from or out of any third party claim that relates to or arises out of any act or omission of Grantee or Grantee's agents, servant or employees that results (i) in an investigation relating to a breach of any legal requirement or of any covenant, representation, warranty or other obligation of Grantee contained in or arising out of the Agreement, (ii) an actual breach of any legal requirement, covenant, representation, warranty, or obligation in this Agreement, (iii) personal injury, or (iv) property damage.

3.3 Grantee will secure and have on file with the Town a certificate of liability insurance, naming PTCC/Town as co-insured, in an amount required by the Town's insurance carrier a minimum of thirty (30) days prior to the start of the event.

3.4 Unless otherwise expressly stated herein, this Agreement may be changed, waived, discharged, or terminated only by an instrument in writing, signed by all Parties.

3.5 The Agreement, and all questions relating to its validity, interpretation, performance, and enforcement (including, but not limited to, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the state of Nevada (excluding its conflicts of law provisions) application to agreements made and to be performed entirely within this state. The parties consent to personal jurisdiction, as well as venue for any claim regarding or arising out of this Agreement, in the appropriate county, state or federal court located in Nye County, Nevada.

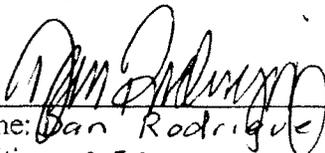
3.6 If any provision of this Agreement is determined to be unenforceable for any reason, it shall be deemed stricken from the Agreement but shall not otherwise affect the intention of the parties or the remaining provisions of the Agreement.

3.7 The captions in the Agreement are for convenience only and shall not be used in interpreting it. In interpreting this Agreement, any change in gender or number shall be made as appropriate to fit the context.

3.8 This Agreement, together with the Exhibits, constitutes the final written expression of all of the agreements between the parties and is a complete and exclusive statement of all the terms and promises made between the parties. It supercedes all earlier and contemporaneous agreements, representations, and understandings of the parties, whether written or oral, concerning the same subject matter. The parties specifically represent each to the other that there are no additional or supplemental agreements between them related in any way to the matters contained in this Agreement unless specifically included or referred to herein. This Agreement may be executed in one (1) or more counterparts. The Parties acknowledge that each of them has reviewed this Agreement and has had an opportunity to have this Agreement reviewed by their attorneys and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement, including amendments or Exhibits.

GRANTEE

PTCC


Name: Dan Rodriguez
Position: CEO

PTCC Chairperson

February 8, 2010
Date

Date

This Agreement was heard and approved by the Pahrump Town Board at its regularly scheduled meeting on _____, 20_____.

Town Manager

Date



December 9, 2009

Dan Rodriguez
Pahrump Valley Chamber of Commerce
PO Box 42
Pahrump NV 89041

NEVADA
COMMISSION
ON TOURISM

Dear Dan:

At a December 8, 2009 meeting of the Nevada Commission on Tourism, your grant application for Certified Folder Display was approved for \$5,400.00.

Governor

The Grant Number assigned to your grant is NST-10-40. Please refer to this assigned grant number in all correspondence.

Jim Gibbons

The enclosed Grant Agreement Form should be signed and returned right away (both page 1 and page 2). The Grant Agreement is a contract and must be on file in the Commission's offices before any reimbursement of costs can be made. **An extra copy of the agreement is enclosed for your files.**

Lieutenant Governor
& Commission Chair

Brian K. Krolicki

Reimbursements for expenses associated with your project may begin as early as December 9, 2009 and must be completed no later than June 30, 2010. The **Grant Reimbursement Form – Marketing Grant** is available online at <http://travelnevada.biz/grants.aspx> under the Marketing Grant Section. Two sets for each request must be submitted by mail with original signatures along with one copy of the receipts. Receipts must be dated within the grant award date and the fiscal year end date (from December 8, 2009 through June 30, 2010).

Director

Dann H. Lewis

The GRANT EVALUATION form must be completed before your final (or your only) request for reimbursement is approved. This form may be completed online by logging into your user account and clicking on the project evaluation tab at <http://travelnevada.biz/grants.aspx>. Volunteer hours spent on your project may be used as a "match" and should be submitted on the **Certificate of Volunteer Hours Form – Marketing Grants** along with the evaluation.

401 North Carson Street
Carson City, NV 89701

If your grant is for travel or trade shows, follow the GRANT TRAVEL REIMBURSEMENT GUIDELINES also available at <http://travelnevada.biz/grants.aspx>.

Phone

775.687.4322

800.237.0774

If your grant includes costs associated with printed materials (including, but not limited to, programs, literature, posters, signs and advertising), where possible, you should include the Nevada Commission on Tourism's website: www.travelnevada.com and our logo.

Fax

775.687.6779

YOU MUST COMMIT THE FUNDS BY JUNE 30, 2010. YOUR FINAL GRANT REIMBURSEMENT MUST BE RECEIVED BY THE NEVADA COMMISSION ON TOURISM NO LATER THAN JUNE 30, 2010.

Funds are intended to promote tourism as outlined in your grant application; any specific conditions placed upon the use of these funds are specified in the Grant Agreement.

Website

TravelNevada.com

Should you have any questions, please give us a call.

Sincerely,

Larry Friedman
Deputy Director, Sales & Industry Partners

Christian Passink
Rural Programs Manager

Kari Filot
Rural Grants Manager

**STATE OF NEVADA
COMMISSION ON TOURISM
GRANT AGREEMENT**

GRANT NO: **NST-10-40**

GRANTEE: **Pahrump Valley Chamber of Commerce**

PROJECT TITLE: **Certified Folder Display**

PROJECT SCOPE (Description of Project): **To pay Certified Folder for stocking visitor locations in California and Utah.**

DATE OF AWARD: **December 8, 2009**

STATE TOURISM GRANT AWARD: **\$5,400** GRANTEE'S REQUIRED MATCH: **\$1,200**

HOW MATCHED: Local Cash and/or In-Kind Contribution

COMMENTS/CONDITIONS: **The brochure distribution services of Certified Folder has proven to be the most efficient way for Pahrump to distribute their promotional material.**

The following is incorporated into this agreement:

The State of Nevada, represented by the Executive Director of the Nevada Commission on Tourism, and the Grantee named above, mutually agrees to perform this agreement in accordance with Nevada Revised Statutes, Section 231.260, paragraph 5.

The State of Nevada hereby promises, in consideration of the promises made by the Grantee herein, to obligate to the Grantee the amount of money set forth above and to tender to the Grantee that portion of the obligation which is necessary to pay the State of Nevada's share of the costs of the above project, based on the above percentage of assistance. The Grantee promises, in consideration of the promises made by the State of Nevada herein, to execute the project described above in accordance with the terms of this agreement.

The Commission on Tourism's grant guidelines are in effect as of the date of this agreement, as hereafter amended upon notice of said amendment, and the application for grant funds submitted by the Grantee and approved by the Commission on Tourism.

If special conditions have been placed upon this grant, they are enumerated above.

**THE FULL GRANT REIMBURSEMENT MUST BE RECEIVED BY THE
NEVADA COMMISSION ON TOURISM NO LATER THAN JUNE 30, 2010.**

CONDITIONS:

- 1) Please note the change to Page 2, Item "a" of this Grant Agreement.
- 2) Any photography paid for by grant funding through the Nevada Commission on Tourism will become the property of the Nevada Commission on Tourism. The rights to this photography will be for unlimited usage with no expiration date.

I hereby agree that:

- a. Printed material (including, but not limited to, programs, literature, posters, signs and advertising), where possible, should include the Nevada Commission on Tourism's website: www.travelnevada.com
- b. Materials which will be published (including, but not limited to, programs, literature, posters, signs, billboards and advertising) must be reviewed and approved by the Commission in advance of printing. The review will be conducted by the Commission to determine if the materials will further the purpose of promoting travel and tourism to and within Nevada.
- c. This grant is awarded for the purpose of promoting travel and tourism to and within the state of Nevada as set forth in the application for grant funds approved by the Nevada Commission on Tourism and must be used for no other purpose.
- d. All grant funds must be obligated or expended in the same fiscal year for which they are awarded.
- e. Prior to release of any grant funds, Grantee must provide evidence to the Commission of an amount of money or in-kind services to match the grant in proportion as approved by the Commission on Tourism and to be used for the purposes approved by the Commission.
- f. Grants may be audited at any time by the Commission on Tourism, Legislative Auditor, Attorney General, or its representatives, and all grants will be audited upon completion.
- g. All final performance audits must be completed to the satisfaction of the Commission prior to consideration of further applications from the Grantee.
- h. Grantee must notify the Commission, in writing, of the completion of the grant project, including a full report of the results of the project.
- i. The following are not matchable expenses under the term of the grant award: capital investments (excluding billboards and signs), salaries, staff benefits, cost over-runs, overhead, supplies, equipment purchase, alcohol or drugs, communications by telephone, telegraph, telex, postal mail or any other means, and non-budgeted expenses, expenses or commitments made prior to the starting date of this grant.
- j. A final project evaluation will be completed by the Commission, to include the final audit and comparison of the project's goals with its end results. Payment will be made upon notice of the completion and audit by the Commission. An evaluation form must be completed by the Grantee at the time of the billing before funds will be released and before additional monies will be released by the Commission on other projects.
- k. This grant award is made subject to the provisions of the approved application, grant guidelines, the Commission's budget and any applicable state regulation and statute.
- l. Other: EVIDENCE MUST BE PRESENTED THAT THE OBLIGATION OR EXPENDITURE HAS BEEN MADE FOR THE PURPOSES PRESENTED IN THE APPLICATION FOR GRANT FUNDS AND APPROVED BY THE NEVADA COMMISSION ON TOURISM BEFORE ANY GRANT FUNDS WILL BE RELEASED.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATE ENTERED BELOW:

THE STATE OF NEVADA:

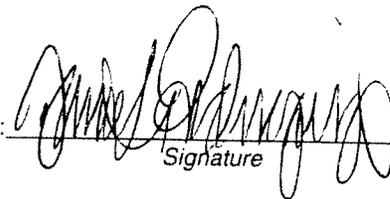
GRANTEE:

By 

Deputy Director of Sales & Industry Partners

Date: December 9, 2009

Revised 12/09/09

By: 
Signature

Dan Rodriguez - CEO
Name and Title

Date: 2-4-10

nevada Nevada Grants System

User: Dan Rodriiguez Organization: Pahrump Valley Chamber of Commerce

- [Home](#)
- [Profile](#)
- [Organization](#)
- [User](#)

|||

Evaluation

Grant: Marketing Grant 2010 2nd Cycle

Project Name: Certified Folder Display

Total amount of matching funds.

\$5400.00

Save

Number of volunteers utilized for this project

NA

Save

Total number of volunteer hours for this project.

NA

Save

Number of tourists your organization expected as a result of this project.

35,000

Save

Number of visitors traveling more than 100 miles because of this project.

30,000

Save

Number of visitors who stayed at least one night as a result of this project.

7,000

Save

Total number of visitor nights spent in your area as a result of this project.

10,000

Save

Project Total Amount (total expended for this project).

\$6600.00

Save

Overall, do you feel your project results compared favorably with your project goals?

Yes

Why do you feel your project results did or did not compare favorably with your project goals?

We exceeded our goals even with a slow economy. Increased room taxes from hotels and RV parks. Sales tax from purchases and gaming revenue, plus retail purchases.

Save

Do you have any recommendations on the administration of Tourism Grants?

NA

Save

Was this project more or less successful than anticipated or as expected?

Why was this project more or less successful than anticipated or as expected?

This project is always more successful than expected. Tourist from California and Utah tell us they decided to come to Pahrump after visiting a visitor location and picking up our brochures and magazine. With the slow economy, we receive more visitors from California and Utah.

Save

If this grant is associated with a fam tour, who were the participants?

NA

Save

If this grant is associated with a fam tour please describe itinerary.

NA

Save

Save & Exit



DISTRIBUTION SERVICE AGREEMENT RENEWAL

FEDERAL TAX ID: _____
 PO NUMBER: _____
SHIP TO:
 ADVERTISER: Pahrump Valley Chamber of
 CONTACT: Dan Rodriguez, Executive Director
 EMAIL: _____
 ADDRESS1: Commerce
 ADDRESS2: P.O. Box 42
 CITY: Pahrump Valley
 STATE: NV ZIP: 89041
 PHONE: (775) 727-5800 FAX: (775) 727-3909
 NEW ADDRESS: _____
 ADDRESS1: Commerce
 ADDRESS2: P.O. Box 42
 CITY: Pahrump Valley
 STATE: NV ZIP: 89041
 PHONE: (775) 727-5800 FAX: _____

REF: 08-0056761
 DATE: 12/08/2009
 CONTRACT: 09-0062186 REV: 00001
 START DATE: 02/01/2010
 END DATE: 01/31/2011
NAME OF BROCHURE / PUBLICATION:
 Pahrump Valley Chamber
 INVENTORY ID NUMBER: _____

NEW ADDRESS:
 P.O. Box 42
 Pahrump Valley

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 P.O. Box 42
 Pahrump Valley

STATE: NV ZIP: 89041
 PHONE: (775) 727-5800 FAX: _____

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CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	CWCBOYS	NONPROF	TOTAL NET FEE
3-MG-11-CWC04	CA Welcome Center Barstow - Magazine	1	02/01/10	01/31/11	100.00	12	1,200.00	-180.00	-51.00	0.00
3-MG-11-CWC11	CA Welcome Center Yucca Valley - Magazine	1	02/01/10	01/31/11	100.00	12	1,200.00	-180.00	-51.00	0.00
1-VM-1-N/SU	Southern Utah/Area along I-15	175	02/01/10	01/31/11	233.45	12	2,801.40	0.00	-140.07	0.00
3-MG-11-CWC15	CA Welcome Center San Bernardino	1	02/01/10	01/31/11	100.00	12	1,200.00	-180.00	-51.00	0.00

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

COMMENTS/SPECIAL INSTRUCTIONS:

AGREEMENT TO TERMS: Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement

APPROVED BY ADVERTISER
 Signature: _____
 Name (print): Dan Rodriguez
 Title: CEO
 Date: 2-1-10

MONTHLY BILLING SCHEDULE (Plus any applicable sales tax)
 Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

Month	Jan	Feb	Mar	Apr	May	Jun
Amount	464.03	464.03	464.03	464.03	464.03	464.03

PREPAYMENT OPTION (Please check one)
 Yes No
 Gross Total Fee = 5,568.33
 Prepayment Discount = 212.91
TOTAL NET FEE (Plus any applicable tax) = \$ 5,355.42

TERMS: The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.

All fees billed 30 days in advance of service

EXHIBIT B

Receipt and Acknowledgment of Grant Request Guidelines