

PAHRUMP TOWN BOARD AGENDA

Mike Darby Chair	Vicky Parker Vice-Chair	Carolene Endersby Clerk	Tom Waters Member	Harley Kulkin Member
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NOTICE TO MEMBERS OF THE AUDIENCE

The Pahrump Town Board meets the second and fourth Tuesday of each month at 7:00 PM in the Nye County Building, 2100 E. Walt Williams Drive. Agendas are available at the Town Office on the Thursday prior to each Board meeting and are posted on the Town website at www.pahrumpnv.org

BOARD MEMBER	PHONE	EMAIL	TERM EXPIRES DECEMBER 31
Vicky Parker	764-8809	vparker@pahrumpnv.org	2012
Mike Darby	764-0751	mdarby@pahrumpnv.org	2012
Dr. Tom Waters	764-0949	twaters@pahrumpnv.org	2014
Carolene Endersby	764-8791	cendersby@pahrumpnv.org	2014
Harley Kulkin	727-1525	hkulkin@pahrumpnv.org	2014

NOTE: Town Board agendas will be posted online at www.pahrumpnv.org.

There may be a quorum of Pahrump Advisory Board members present at Town Board meetings.

TOWN OF PAHRUMP MISSION STATEMENT

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

SPECIAL NOTE: Any member of the public who is disabled and requires accommodation 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 device is available at Town Board Meetings upon request with 24 hour advance notice.

**PAHRUMP TOWN BOARD MEETING
NYE COUNTY ADMINISTRATIVE COMPLEX
2100 E WALT WILLIAMS DRIVE
TUESDAY – 7:00 P.M.**

APRIL 12, 2011

AGENDA

- 1. Call to Order, Moment of Silence, and Pledge of Allegiance.**
- 2. Discussion and Possible Decision** regarding Moving the Order of or Deleting an Agenda Item(s). (Action Item)
- 3. Announcements** (Non-Action Item)
- 4. 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 Item)
- 5. Advisory Board Reports** from Advisory Board Chairpersons and/or Town Board Liaisons on the Status of Advisory Boards. (Non-Action Item)
- 6. Town of Pahrump Economic Development Report.** (Non-Action Item)
- 7. Discussion and Possible Decision** to Approve a Proclamation Declaring April 26, 2011 “Nye County Veteran Services Department” Day in Honor of Kenneth Shockley, Director of the Nye County Veteran Services for his five years of Hard Work and Dedication in serving the Veterans of Nye County. (Action Item)
- 8. Presentation** by the United States Air Force pertaining to training exercises held in and around the Town of Pahrump. (Non-Action Item).
- 9. Discussion and Possible Decision** to Approve One of the following three (03) Options Pertaining to the Next Step on the Last Chance Park Development: Option 1, Proceed with the Mitigation of location #1 (Bell Vista @ Bannavitch) not to exceed \$10,000.00, or Option 2, Start the Process to Investigate location #2 (Bannavitch @ Simkins Road) and location #3 (SR 160) or Option 3, Discontinue the entire Project. (Action Item)
- 10. Discussion and Possible Decision** to Approve Change Order #1 in the amount of \$10,186.84 to provide and install electrical grounding requirements, proper grade, clean-up and supervision for the Town of Pool Reconstruction Project and All Matters Properly Related Thereto. (Action Item)
- 11. Discussion and Possible Decision** to Approve Change Order #2 in the amount of \$5,194.68 to provide and install electrical grounding, repair service feeder J-box, replace conduit to pole light, remove all low voltage transformers/conduits/sub-panel, re-route (02) existing pump grounding conductors, provide trenching and proper grade where required, clean-up and supervision for the Town of Pool Reconstruction and All Matters Properly Related Thereto. (Action Item)

12. **Discussion and Possible Decision** to Approve Resolution 2011-08, A Resolution Creating Pahrump Boundary Line Advisory Board and All Matters Properly Related Thereto. (Action Item)
13. **Discussion and Possible Decision** to Approve the By-Laws for the Newly Created Pahrump Boundary Line Advisory Board and All Matters Properly Related Thereto. (Action Item)
14. **Discussion and Possible Decision** to Approve Expanding the Veterans portion of the Cemetery by adding a section of property 165' x 135' located adjacent to and directly behind the current section for additional burial sites and for utilization of placing a F4 airplane. (Action Item)
15. **Discussion and Possible Decision** to approve creating a Proclamation to assist the efforts of Mr. Butch Harper, Pahrump citizen in supporting his endeavor to ensure a military family, pay grade E-4 or below, to have a Merry Christmas in 2011. (Action Item)
16. **Discussion and Possible Decision** to Amend the Lease with Option to Purchase Agreement with Growponics Nevada to Extend the Deadlines Identified in Paragraphs 5(c)(ii)(1) and 6 by Six Months and to change the name on the Agreement from Growponics to Water Lily Ranch and All Matters Properly Related Thereto. (Action Item)
17. **Discussion and Possible Decision** to Approve Resolution 2011-04, a Resolution Creating a Community Event Center Solutions Task Force. (Action Item)
18. **Discussion and Possible Decision** to Approve Formally Requesting the Nye County Commission to Re-district Nye County pursuant to the Census 2010 population numbers in order to possibly increase the number of Commissioners from the Town of Pahrump. (Action Item)
19. **Discussion and Possible Decision** Consent agenda items: (Action Item)
 - a. Action – Approval of Town Vouchers.
 - b. Action – Approval of Town Board Minutes.
 - c. Action – Approval to accept Mrs. Laurayne Murray and Mrs. Sandra Darby to the Pahrump Incorporation Advisory Board.
 - d. Action – Approval to accept Mr. Kory Daffer to the Pahrump Youth Advisory Board
 - e. Action – Approval on removing Mr. Dennis Gardner and Mr. Walt Grudzinski from the Veterans Advisory Board.
 - f. Action – Approval on accepting the resignations of Mr. Noel Smithers, Mrs. Dorothy Smithers and Mrs. Rebecca Oscarson from the Pahrump Public Lands Advisory Board.
 - g. Action – Approval to Change the Nuclear Waste By-Laws Section III (C) add "There may be one member emeritus, a voting member, for the founder of this advisory board, Mary E. Wilson."
20. **Discussion and Possible Decision** regarding a Closed Session, pursuant to NRS 288.220 for purposes of conferring with the Town's management representatives regarding labor negotiations, issues and other personnel matters. (Action Item)

21. Closed session.

22. Discussion and Possible Decision on labor negotiations, issues and other personnel matters presented in closed meeting regarding issues addressed in closed session. (Action Item)

23. Future Meetings/Workshops: Date, Time and Location (Non-Action Item)

- a. Joint Discussion Town Board & County Commission – April 18, 2011 @ 7:00 p.m. at the County Complex.
- b. Town of Pahrump Final Budget Hearing – May 19, 2011 @ 7:00 p.m. at the Town Annex.

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

25. 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, and CHAMBER OF COMMERCE

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED
3/28/2011

DATE OF DESIRED BOARD MEETING
4/12/2011

CIRCLE ONE: Action Item

Non-Action Item

Presentation

ITEM REQUESTED FOR CONSIDERATION:
Announcements.

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

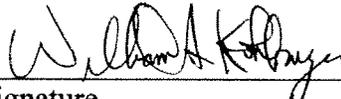
BRIEF SUMMARY OF ITEM:
See Attached.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Town Board

SPONSORED BY:

William A. Kohbarger, Town Manager
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

ANNOUNCEMENTS

April 12, 2011

- Pahrump Tourism and Convention Council will meet on April 14th at 8:00 am in the Town Annex.
- Pahrump Arena Advisory Board will meet on April 14th at 7:00 pm in the Town Annex.
- Pahrump Incorporation Advisory Board will meet on April 14, 2011 at 6:30 pm in the Town Annex.
- Valley Cruisers Show & Sine Car Show will be held on April 16, 2011 from 7:00 a.m. to 4:00 p.m. at Petrack Park.
- Parks & Recreation Advisory Board will meet on April 20th at 6:30 pm in the Town Annex.
- Pahrump Veterans Memorial Advisory Board will meet on April 21st at 6:00 pm in the Town Annex.
- Pahrump Tax Aides will be offering free tax service to qualified applicants in the Town Annex on Wednesday and Saturday. Contact Fern Payne at 775-727-4258.
- Social Security Administration will be in the Town Annex on April 26th from 9:00 am to 11:00 am.
- Nye County Veteran's Service Office will be celebrating their 5th Anniversary on April 26th from 1:00 pm to 5:00 pm in the Pahrump Nugget banquet room.
- A Business Entitlement Workshop will be held April 28th at 10:00 am – 12:00 pm and 6:00 pm-8:00 pm in the Town Annex.
- Public Lands Advisory Board will meet on May 4th, at 7:00 pm in the Town Annex.
- May West Fest will be held May 7 & 8, at the Pahrump Nugget. Kars, Krafts, & Kids.
- The Town of Pahrump Final Budget Hearing will take place May 19th at 7:00 pm in the Town Annex.

AGENDA ITEM REQUEST

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DATE AGENDA ITEM SUBMITTED DATE OF DESIRED BOARD MEETING
3/28/2011 4/12/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Public Comment

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.

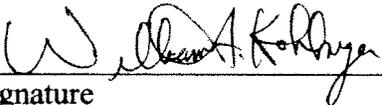
BRIEF SUMMARY OF ITEM:
See Attached.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Town Board

SPONSORED BY:

William A. Kohbarger, Town Manager
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

#4

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED
3/28/2011

DATE OF DESIRED BOARD MEETING
4/12/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Discussion on Town of Pahrump Advisory Board Reports.

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

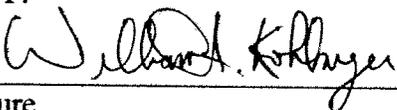
BRIEF SUMMARY OF ITEM:

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Town Board

SPONSORED BY:

William A. Kohbarger, Town Manager
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

5

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED DATE OF DESIRED BOARD MEETING
3/28/2011 4/12/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Discussion on Town of Pahrump Economic Development Report.

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.

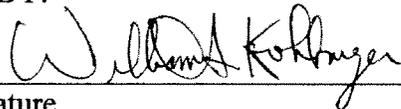
BRIEF SUMMARY OF ITEM:
See attached Report

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Town Board

SPONSORED BY:

William A. Kohbarger, Town Manager
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

#6

Town's Economic Development Report

04/12/11

- 1) Town Board members and staff met with Mr. Kashani on Thursday, March 31, 2011. An extension of the Lease/Option to Purchase Agreement has been placed on the April 12, 2011 Town Board agenda.
- 2) Staff continues to attend meetings with Nye County discussing Economic Development ventures and prospective businesses.

Key:

CO = Company currently operating in another location and looking to relocate entire operation

The # and letter is the ranking of likely success and the actual number is the company and order of contact.

P = Prospect company that exist on paper but is not currently operating in another location

The letters are the companies initials and year that first begun discussions

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
3-9-11 3-22-11

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

PROCLAMATION FOR Kenneth Shockley Director of
VETERANS SERVICES. FUNDS NOT TO EXCEED \$400⁰⁰ TO HELP
FINANCE STAFF OF VETERANS SERVICES IN THE PAHRUMP COMMUNITY
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 WRITE A PROCLAMATION FOR Kenneth Shockley
DIRECTOR OF VETERANS SERVICES.
HELP WITH FUNDS NOT TO EXCEED \$400⁰⁰
Backup will be done within 3 days

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: JOSE A. TELLES

SPONSORED BY:

Harley Kulkia Harley Kulkia
Print Name Signature

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

01

Proclamation

WHEREAS, Kenneth Shockley, as a Veterans Service Advocate, spent five years actively fighting for and contributing to veteran recognition, involvement, and services; and

WHEREAS, Kenneth Shockley served as a member of the Pahrump Veterans' Memorial Advisory Board; and

WHEREAS, Kenneth Shockley, as a caring citizen and veteran, dedicated his time, energy, and efforts in personally spearheading placement and appropriation of all plaques on the Veterans Wall of Honor; and

WHEREAS, Kenneth Shockley, as part of the Nye County Veterans Services Department, has personally taken charge of the organization of events pertaining to veterans in the county with outstanding dignity and perseverance.

NOW, THEREFORE, we, the Pahrump Town Board, on behalf of the Town of Pahrump and citizens of Pahrump, do hereby Declare April 26, 2011 "Nye County Veteran Services Department" Day in honor of Kenneth Shockley, Director of the Nye County Veteran Services Department in deep appreciation and gratitude for the extraordinary services he has rendered to the Town of Pahrump as a Veterans Service Advocate.



Mike Darby, Chairman

Vicky Parker, Vice Chair


Carolene Enderssik, Clerk

Harley Kulklin

Tom Waters

KEN SHOCKLEY – TOWN OF PAHRUMP PROCLAMATION.

MARCH 11, 2011

HIRED AT NYE COUNTY VETERANS SERVICES ON MARCH 13, 2006, OFFICE STARTED WITH 0 CLIENTS AND WE HAD TO HUNT THEM DOWN AND DRAG THEM INTO THE OFFICE. I HAD A HARD TIME GETTING PEOPLE TO ME, BECAUSE I WAS THE NEW KID ON THE BLOCK AND REGGIE KNIGHT THE DAV VSO WAS DOING THIS IN THE VALLEY FOR YEARS. I WAS SENT TO CERTIFYING TRAINING PROVIDED BY THE DEPARTMENT OF VETERANS AFFAIRS IN RENO, NV. I PASSED THE TRIP (TRAINING, RESPONSIBILITY, INVOLVEMENT AND PREPARATION OF CLAIMS PROGRAM TRAINING COURSE IN MARCH 2006 WITH A SCORE OF 99% ACCURACY. TWO DAYS AFTER BEING HIRED AS A CLERK TYPIST IN THE VETERANS SERVICE OFFICE I WAS PROMOTED TO VETERANS SERVICE REPRESENTATIVE. 4 DAYS LATER I WAS PROMOTED TO DEPARTMENT HEAD OF NYE COUNTY VETERANS SERVICES AND ACTED AS THE DIRECTOR EVER SINCE. SHORTLY AFTER COMPLETING THE TRIP TRAINING WITH THE VA, I WAS SENT TO NATIONAL ASSOCIATION OF VETERANS SERVICE OFFICERS ACCREDITATION SCHOOL IN RENO, NV. THIS ONE WEEK LONG COURSE GUIDED ME ON HOW TO DO MY JOB, HELP VETS FILL OUT FORMS AND ALLOWED THE LEARNING PROCESS TO BEGIN. NOT LONG AFTER TAKING THE REINS OF DIRECTOR I IMPLEMENTED SEVERAL MOVES THAT WOULD HELP ATTRACT CLIENTS TO OUR OFFICE. I FOLLOWED UP MY TRAINING BY GOING TO THE STATE OF NEVADA OFFICE OF VETERANS SERVICE AND TAKING A LOOK AT HOW THEY RUN DAILY OPERATIONS AND FORMULATED MY OFFICE AFTER THEIRS AND IT HELPS ESTABLISH THE WHY I DID BUSINESS. I MIMICED THE STATE AGENCY WHO HAS BEEN DOING THIS FOR OVER 20+ YEARS. NOVS WAS DRIVING OUT TO PAHRUMP AND MEETING AT THE VFW ONCE PER MONTH AND TRYING TO SERVE VETERANS ON A FIRST COME FIRST SERVE BASES. IF YOU GOT THERE AT 0600 YOU HAD A GOOD OPPORTUNITY TO BE SEEN BEFORE 12 NOON THAT DAY. IF NOT YOU MAY NOT BE SEEN THAT DAY AND HAD TO WAIT ONE MONTH UNTIL SHE CAME BACK TO PAHRUMP OR THEY HAD TO DRIVE TO LAS VEGAS AND SEEK SERVICES. IT DIDN'T TAKE LONG FOR WORD OF MOUTH TO GET OUT THAT THERE WAS A FULL TIME OFFICE AND THERE WE ARE HERE TO ACT AS AN ADVOCATE AND HELP THE CLAIMANT COMPLETE FORMS AND TAKE THEM TO APPEALS AND LAW JUDGES IF NECESSARY. WHEN I FIRST STARTED MY JOB THE VETERAN POPULATION IN PAHRUMP ALONE WAS NEAR 8000+ VETERANS. THIS MEANS THAT I HAVE POSSIBLY 12,000 CLIENT AVAILABLE TO ME BECAUSE SOME OF THE WIFE'S AND DEPENDANTS ARE ELIGIBLE FOR VA BENEFITS. THE FIRST YEAR OF TRACKING RETROACTIVE BENEFITS AWARDED TO VETERANS IN TOWN AS A DIRECT RESULT FROM OUR OFFICE RESULTED IN \$1,385,781.00 FROM JUNE 2006 TO JUNE 2007 WITH THREE FULL TIME STAFF MEMBERS, 1 ADMIN STAFF, 1 VETERANS SERVICE REPRESENTATIVE IN TONOPAH AND (ME) THE DIRECTOR IN PAHRUMP. THIS LAST YEAR FROM JULY 1, 2009 TO JUNE 30, 2010 KEN SHOCKLEY WAS PERSONALLY RESPONSIBLE FOR BRINGING IN \$3,666,147.40 IN RETROACTIVE BENEFITS. OVER TRIPLE THE AMOUNT WE STARTED IN OUR FIRST YEAR. SO FAR IN FISCAL YEAR 2010 – 2011 FROM JULY 1, 2010 UNTIL JAN 2011 KEN SHOCKLEY WITH A STAFF OF 1 OVER HALF THE YEAR (HIMSELF) WAS RESPONSIBLE FOR BRINGING IN \$3,057,930 IN RETROACTIVE BENEFITS. I PROJECT THAT WE WILL EXCEED THE \$6 MILLION IN RETROACTIVE AWARDED MONIES THIS FISCAL YEAR. A RETROACTIVE BENEFIT IS THE MONEY AWARDED TO THE VETERAN FROM THE DATE THE CLAIMANT SUBMITTED THE CLAIM UNTIL THE DEPARTMENT OF VETERANS AFFAIRS MAKES A DECISION ON THE CLAIM. THIS MONEY DOES NOT

INCLUDE THE MONTHLY MONEY THE VETERAN RECEIVES EVERY MONTH AFTER THE INITIAL RETROACTIVE CHECK HAS BEEN SENT. WE PROJECT THAT THE VETERANS OF PAHRUMP ARE AWARDED APPROXIMATELY \$20 MILLION DOLLARS ANNUALLY ON TOP OF THE RETROACTIVE BENEFITS. OVER THE PAST 5 YEARS THE OFFICE HAS SEEN QUITE A BIT OF TURNOVER IN STAFFING, DUE TO THE HIGH DEMANDS OF THE JOB AND THE COMPLEXITY OF THE RULES AND REGULATIONS, AND THEN HAVING TO DEAL WITH PEOPLE WHO ARE IN YOUR OFFICE ABOUT TO LOSE THEIR HOUSE, NEED EMERGENCY HEALTH CARE AND MONEY TO PAY THE BILLS AND PUT FOOD ON THE TABLE AND WAIT UNTIL THE LAST SECOND TO USE OUR OFFICE. IT TAKES THE AVERAGE VA CLAIM FOR DISABILITY NEARLY 9 MONTHS TO 1 FULL YEAR DEPENDING ON THE ISSUES AND COMPLEXITY OF THE CASE, PLUS THE SIMPLE FACT THAT THERE IS OVER 1 MILLION VA CLAIMS WAITING TO BE ADJUDICATED.

- HELD OPENING CEREMONY FOR VETS SERVICES
- HELD ONE YEAR ANNIVERSARY FOR VETS SERVICES

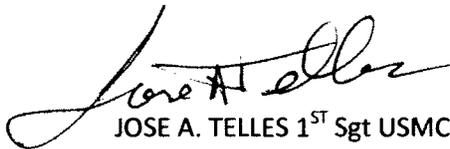
OVER THE COURSE OF THE PAST 5 YEARS I HAVE BECOME LICENSED AND ACCREDITED BY THE DEPARTMENT OF VETERANS AFFAIRS FOR 16 DIFFERENT VETERANS SERVICE ORGANIZATIONS. PLEASE SEE LIST ATTACHED. CURRENTLY THERE 2 ACCREDITED VETERANS SERVICE REPRESENTATIVES RECOGNIZED BY THE VA IN PAHRUMP, NV, RUSSELL BARNUM WHO NO LONGER WORKS FOR NYE COUNTY VETERANS SERVICES AND SHELBI BONDURANT WHO HAS SINCE RELOCATED TO A DIFFERENT PART OF THE COUNTRY AND IS NOT WORKING THE VETERANS LIVE OF WORK. SO IN ALL REALITY, I AM THE ONLY ACCREDITED VETERANS SERVICE OFFICER IN NYE COUNTY AND HAVE OVER 16 DIFFERENT SERVICE ORGANIZATIONS THAT I HAVE PASSED TESTS AND ACKNOWLEDGED THAT I CAN AST ON BEHALF OF THE VETERAN FOR.

OTHER ACCOMPLISHMENTS:

1. SERVED IN THE USMC FROM 2-1-1995 – 6-30-99 WHEN I WAS MEDICALLY RETIRED FOR A BROKEN NECK.
2. MCL LIFE MEMBER – AWARDS AND CERTIFICATES
 - a. HELD THE POSITIONS OF HISTORIAN FOR 2 YEARS, JUNIOR VICE COMMANDANT 1 YEAR, SERVICE OFFICER 4 YEARS, AND WEB SGT 4 YEARS
 - b. RECOGNIZED BY THE MCL FOR JUNIOR VICE COMMANDANT AWARD – RECRUITING MEMBERS TO THE MCL
 - c. MERITORIOUS COMMENDATION FOR HELP ON THE PVMAB
 - d. CERTIFICATE OF PARTICIPATION FOR FALL FESTIVAL SECURITY AND PARADE
 - e. MERITORIOUS UNIT COMMENDATION – DEPARTMENT LEVEL – JUNE 2006 – MAY 2007
 - f. CERTIFICATION OF APPRECIATION FOR VOLUNTEERING AT THE YOUTH SOCCER SNACK BAR TO ASSIST IN CHILDREN GET SNACKS IN-BETWEEN GAMES
 - g. CERTIFICATE OF APPRECIATION FOR VOLUNTEERING AT THE FALL FESTIVAL BOOTH
 - h. CERTIFICATE OF MEMBERSHIP

- i. MARINE CORPS LEAGUE APPOINTED OFFICERS RIBBON – HISTORIAN
 - j. CERTIFICATE FOR ELECTED OFFICERS RIBBON – JUNIOR VICE COMMANDANT SEPT 2007
 - k. CERTIFICATE OF LIFE MEMBERSHIP TO THE MCL ON DEC 2006
 - l. DISTINGUISHED SERVICE AWARD – FOR OUTSTANDING SUPPORT FOR TOYS FOR TOTS FEB 2007 – PICK UP TOYS AND HAND DELIVER TOYS TO ALL OF NYE AND ESMERALDA COUNTIES BY VEHICLE
 - m. NATIONAL JR VICE COMMANDANT’S CITATION AUG 2007
 - n. CERTIFICATE OF APPRECIATION FOR OUTSTANDING SUPPORT FOR TOYS FOR TOTS DEC 2007 – PICK UP TOYS AND HAND DELIVER TOYS TO ALL OF NYE AND ESMERALDA COUNTIES BY VEHICLE
 - o. CERTIFICATE OF APPRECIATION FOR OUTSTANDING SUPPORT FOR TOYS FOR TOTS DEC 2008 – – PICK UP TOYS AND HAND DELIVER TOYS TO ALL OF NYE AND ESMERALDA COUNTIES BY VEHICLE
 - p. CERTIFICATE OF APPRECIATION FOR OUTSTANDING SUPPORT FOR TOYS FOR TOTS DEC 2009 – – PICK UP TOYS AND HAND DELIVER TOYS TO ALL OF NYE AND ESMERALDA COUNTIES BY VEHICLE
 - q. CERTIFICATE OF APPRECIATION FOR OUTSTANDING SUPPORT FOR TOYS FOR TOTS DEC 2010 – – PICK UP TOYS AND HAND DELIVER TOYS TO ALL OF NYE AND ESMERALDA COUNTIES BY VEHICLE
 - r. PARTICIPATED IN STATE CONVENTIONS FOR MCL IN RENO AND PAHRUMP 2 DIFFERENT YEARS.
 - s. CERTIFICATE OF PARTICIPATION IN 2010 FAIR AND FESTIVAL PARKING AND SECURITY – OCT 2010
 - t.
3. DAV LIFE MEMBER - ATTEND REGULAR MEETING AND SPREAD THE WORD ABOUT NEW VA RULES AND REGULATIONS, HELP OUT AT MOST DAV EVENTS THROUGHOUT TE YEARS.
 - a. DAV LIFE MEMBERSHIP AWARD
 - b. ATTENDED DAV NATIONAL CONVENTION IN DENVER, CO 2009-10
 4. AMERICAN LEGION MEMBER FOR 8 CONSECUTIVE YEARS – MEMBER OF THE LAS VEGAS CHAPTER FOR 5 YEARS BEFORE TRANSFERRING TO THE POST IN PAHRUMP ABOUT 3 YEARS AGO.
 5. PVMAB FROM 2007, PUT ON BOARD AFTER CATHY PENNINGTON RESIGNED, WAS ACTIVE ON BOARD FOR 2 YEARS 6 MONTHS.
 - a. ORDERED ALL (EACH AND EVERY ONE) THE PLAQUES ON THE VETERANS WALL OF HEROES. AROUND 45 AND INCREASING DAILY.
 - b. RESIGNED FROM THE BOARD AROUND JULY OF 2010 BUT STILL ACT AS THE VA REP WHO HELPS COMPLETE THE FORM AND REQUEST FOR A BRONZE NICHE TO HANG ON THE WALL. STILL PARTICIPATES IN THE MEETINGS AND HELPED BUILD THE SOP AND REVISE IT SEVERAL TIMES TO ADJUST THE RULES AND NEW ISSUES FACED THE BOARD. HELPED PHYSICALLY BUILD THE VETERANS MEMORIAL. BUILD THE BRICK WALL, HELP POUR CEMENT, COOKED FOR THE TROOPS WORKING, HELPED BUILD THE CONTRIBUTION WALL. SPOKE AND MC'D THE GRAND OPENING AT TH CHIEF TECOPA

- j. KEYNOTE SPEAKER AT EVENTS OVER THE PST 5 YEARS. MATTHEW BATES FORMER POW - EASTER SUNDAY CELEBRATION, VETERANS DAY EVENTS OVER THE YEARS, MEMORIAL DAY S EVENTS, FOURTH OF JULY, VETERANS MEMORIALS,
 - k. MEETING ONE ON ONE WITH VA DIRECTORS OF VA HEALTH CARE AND VA BENEFITS AT VA REGIONAL OFFICE RENO ON MONTHLY BASIS. VOICE VETERANS CONCERNS ON WHAT NEEDS TO BE FIXED IN THE VA, AND HOW TO HELP GET SERVICES TO RURAL VETERANS
 - l. RALLIED VETERAN SUPPORTERS TO PRESSURE COMMISSIONERS TO KEEP THE OFFICE FUNDED
 - m. HOME VISITS TO DISABLED VETERANS WHO ARE UNABLE TO LEAVE HOME AND COME TO MY OFFICE. I TAKE MOBILE OFFICE TO THEM AND FILE CLAIMS AT THE VETERANS BEDSIDE
 - n. SET UP BOOTH AT VARIOUS EVENTS, VFW EVENTS, BEATTY DAYS, GOLDFIELD DAYS, JIM BUTTLER DAYS IN TONOPAH, OUTREACH TO PRESENTATION IN SENIOR CENTERS, ARMARGOSA SCHOOLS, OUTREACH IN NYE COUNTY VETERANS VAN TO ALL TOWNS IN NYE AND ESMERALDA, EVEN TOWN OF 300 AND LESS – DOOR TO DOOR KNOCKING.
 - o. WAS INSTRUMENTAL AND INVOLVED IN MEETINGS TO GET NEW SERVICES TO LOCAL VA. ADD NEW FEE BASIS CONTRACTS FOR DENTAL, X-RAYS, MRI, CT SCANS, EYEGASSES AND MORE. STILL WORKING ON GETTING PAHRUMP VA A NEW STATE OF THE ART 10,000SQUARE FOOT FACILITY WITH DOUBLE STAFFING
13. CERTIFICATE FROM SENATOR JOHN ENSIGN IN RECOGNITION AND HONORING NYE COUNTY VETERANS SERVICES FOR ITS ONE YEAR ANNIVERSARY
 14. CONGRESSIONAL RECOGNITION AWARDED TO NYE COUNTY VETERANS SERVICES FOR OUR GRAND OPENING – MAY 2006
 15. WROTE MONTHLY ARTILES ON VA HOT TOPICS IN HOMELAND HEROES MAGAZINE STARTING IN JANUARY 2007 UNTIL AUGUST 2009
 16. PARTICIPATED IN MARCH OF DIMES BAIL AND JAIL TO HELP RAISE MONEY FOR IN 2006, 2007, 2008, 2009, 20010 AND 2011


 JOSE A. TELLES 1ST Sgt USMC Retired

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED
3/28/2011

DATE OF DESIRED BOARD MEETING
4/12/2011

CIRCLE ONE: Action Item

Non-Action Item

Presentation

ITEM REQUESTED FOR CONSIDERATION:

Presentation by the United States Air Force pertaining to training exercises held in and around the Town of Pahrump.

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:

Verbal Presentation by a Representative of the United States Air Force.

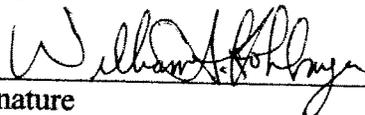
See attached e-mail from Mr. Hill subject: Jaded Thunder Briefing.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: United States Air Force Representative

SPONSORED BY:

William A. Kohbarger, Town Manager
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext.
Telephone Number

#8

William Kohbarger

From: Hill, Gene NMI Civ USAF ACC 99 ABW/PA (OUTREACH) [REDACTED]
Sent: Thursday, April 07, 2011 5:06 PM
To: bkohbarger@pahrumprnv.org
Cc: Ramey, Charles W Civ USAF ACC 99 ABW/PA; Chadsey, David S Maj USAF ACC 66 WPS/WST; Rose, David G LtCol USAF ACC USAFWC/A8Z; Struve, Kristopher W Maj USAF ACC USAFWC/A8Z; Ferrell, Amanda M Capt USAF ACC 99 ABW/CCY; Cash Jaszczak; Rick Osborne
Subject: Jaded Thunder Briefing at Pahrump Town Board
Attachments: 10-03-03 Green Flag West 10-05.docx

Bill,

I had hoped to catch the subject matter expert before he left for the day but I just missed him. To summarize my proposal without his input is simply this: I would like to schedule time in your next town board meeting to give an overview of the upcoming Jaded Thunder Exercise, scheduled to occur April 27 through May 5, 2011.

The premise behind this request is to provide an overview of our exercise for the Pahrump Town Board and the Nye County Commissioners before it happens. Our fundamental belief is any effort to communicate our objectives and possible impact upon the citizens of your community, will reflect positively on you and us.

In the recent past we have prepared a press release such as the attached and pushed it to the media approximately 5-7 days in advance.

I trust that you will accept this proposal and notify me if you need further information.

My utmost regards,

Gene Hill

Eugene Hill
Outreach Division
99 Air Base Wing Public Affairs
4430 Grissom Avenue, Suite 107
Nellis AFB, Nevada 89191
(702) 652-7431
(702) 569-6212 Cell
(702) 652-9838 Fax
www.nellis.af.mil

From a government networked computer, you can see our latest news stories at <https://www.nellis.af.mil>.
From a commercially networked computer, you can see our latest news stories at <http://www.nellis.af.mil>.
You can also visit our YouTube Channel "NellisTV" at <http://www.youtube.com/NellisTV>

TB MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 04-12-2011

TO: Town Board

FROM: William A. Kohbarger, Pahrump Town Manager

DATE: April 12, 2011

RE: **Discussion and Possible Decision** to Approve One of the following three (03) Options Pertaining to the Next Step of the Last Chance Park Development: Option 1, Proceed with the Mitigation of location #1 (Bell Vista @ Bannavitch) not to exceed \$10,000.00, or Option 2, Start the Process to Investigate location #2 (Bannavitch @ Simkins Road) and location #3 (SR 160) or Option 3, Discontinue the entire Project. (Action Item)

1.) BACKGROUND

In December 2009 the Town submitted an R&PP Lease application to the BLM for the creation of Last Chance Park. This Town Board-approved application was submitted after numerous meetings and workshops with Pahrump Citizens, Town/BLM/National Park Service Officials and Park Landscape Architects to create and design Last Chance Park. The aforementioned meetings took place over a time period of 18-months.

In April 2010, Town staff received notice from the BLM that a BLM Archeologist located a "Prehistoric Lithic Scatter" on a portion of the 10-acre parcel the Town submitted as Phase 1. After conferring with the BLM staff it was determined that the Town would either have to mitigate the property, move Phase 1 of Last Chance Park to another location or discontinue the project.

On September 14, 2010, the Town Board approved Option #4 Pertaining to the Next Step of the Last Chance Park Development, which was: Avoidance (BLM) No cost to the town but will further Delay Project up to 150 Days. That avoidance has been completed. (See attached letter from Mark R. Spencer, Pahrump Field Manager)

The Town now has three courses of action if can take upon receiving the above mentioned letter from Mr. Spencer. Those courses are as follows:

1. Proceed with the Mitigation of location #1 (Bell Vista @ Bannavitch) not to exceed \$10,000.00
2. Start the Process to Investigate location #2 (Bannavitch @ Simkins Road) and location #3 (SR 160)
3. Discontinue the entire Project.

TB MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 04-12-2011

2.) Fiscal Impact

The fiscal impact of Option #1 is \$10,000.00. The fiscal impacts for Option #2, investigating locations #2 or #3 are undetermined at this time. There is no fiscal impact for Option #3. The funds for this expenditure will be obtained from the Park Impact Fees fund.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager recommends that the Town Board *move to approve Option #1, Proceed with the Mitigation of location #1 (Bell Vista @ Bannavitch) not to exceed \$10,000.00* for the following reason(s):

1. The Citizens around the Last Chance area have worked very hard and spent many hours to get this project moving forward.
2. The funds will come from the Park Impact Fees (Creating a new park) and not from the General Fund.

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



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Southern Nevada District

Pahrump Field Office

4701 N. Torrey Pines Drive

Las Vegas, NV 89130

<http://www.blm.gov/nv/st/en/fo/lvfo.1.html>



In Reply Refer To:
1050 (NVS0300)

Mr. William A. Kohbarger
Pahrump Town Manager
400 N. Hwy 160
Pahrump, NV 89060

Dear Mr. Kohbarger:

This is to confirm our discussion at our last meeting regarding the proposed Last Chance Park and needed cultural resource mitigation. In order to proceed with a Recreation and Public Purposes Act (R&PP) lease for the 10-acre site in Pahrump, one archaeological site will need to be mitigated prior to any lease approval or action. At the request of the Pahrump Town Board and a subsequent field review of the site, a professional archaeological contractor (HRA, Inc. Conservation Archaeology), estimated that the mitigation for cultural resources that are present within the parcel would be about \$10,000. This is a reasonable cost as this mitigation would include an intensive recording of the site, writing an Historic Property Treatment Plan for submission to the BLM and to the Nevada State Historic Preservation Office, data recovery through surface collection and excavation, artifact analysis, and preparation of a report for submission to the BLM. This work would be overseen and reviewed by a BLM archaeologist. (Please note that this does not include other fees such as for tortoise mitigation.)

In an effort to assist in off-setting the costs of creating the trailhead, the BLM has placed a special budget request for 2012 for the mitigation funding, however, this is competitive funding based on BLM-wide national priorities. The only other option is for the town to consider funding the required mitigation stated above, or consider another site that would not require this type of mitigation.

We are committed to working with you and the town to help develop this type of community park, including continuing to explore all options. If you have any questions, you may reach me at (702) 515-5042.

Sincerely,

Mark R. Spencer
Pahrump Field Manager

TB MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 09-14-2010

TO: Town Board

FROM: William A. Kohbarger, Pahrump Town Manager

DATE: September 14, 2010

RE: **Discussion and Possible Decision** on approving One of the Following Five (5) Options Pertaining to the Next Step of the Last Chance Park Development: Option 1, Investigate and Recovery – Estimated Cost “Open Ended”: Option 2, Investigation and Avoidance – Estimated Cost \$10,000 to \$15,000; Option 3, Avoidance (Town) – Estimated Cost \$7,000; Option 4, Avoidance (BLM) No cost to the town but will further Delay Project up to 150 Days; and Option 5, Discontinue the Project. (Action)

1.) BACKGROUND

December, 2009 the Town submitted an R&PP Lease application to the BLM for the creation of Last Chance Park. This Town Board-approved application was submitted after numerous meetings and workshops with Pahrump Citizens, Town/BLM/National Park Service Officials and Park Landscape Architects to create and design Last Chance Park. The aforementioned meetings took place over a time period of 18-months.

In April 2010, Town staff received notice from the BLM that a BLM Archeologist located a “Prehistoric Lithic Scatter” on a portion of the 10-acre parcel the Town submitted as Phase 1. After conferring with the BLM staff it was determined that the Town would either have to mitigate the property, move Phase 1 of Last Chance Park to another location or discontinue the project.

The Town then contacted our consultant, MaryEllen Giampaoli and requested her do research on how the Town could tackle this issue. Ms. Giampaoli contacted a local Archeologist and both of them contacted the BLM to see just how much mitigation would be needed and what the estimated cost to the Town would be, plus review all other avenues the Town may have in dealing with this issue. (See attached e-mail from Ms. Giampaoli RE: LCP Archaeology Issues and Alternatives Dated: 08/30/10, that details the procedures and costs)

Ms. Giampaoli outlined three options for the Town. Then in meeting with the BLM, the BLM added two more options to the overall picture. Those options are as follows:

1. Investigation and recovery: To completely mitigate the site (make it "go away") there will be three main steps
2. Investigation and avoidance: The Town could argue that the park is an open space and that

TB MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 09-14-2010

- avoided buried features would be a better alternative than excavation.
3. Avoidance (Town): The issue may be avoided completely if the proposed site is moved to a different location along Bell Vista.
 4. Avoidance (BLM): No cost to the Town but will further Delay Project up to 150 Days
 5. Discontinue the Project

2.) Fiscal Impact

The fiscal impact ranges from hundreds of thousands of dollars down to nothing. See aforementioned attached e-mail from Ms. Giampaoli RE: LCP Archaeology Issues and Alternatives Dated: 08/30/10, that details the procedures and costs.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager recommends that the Town Board *move to approve Option #4, Avoidance (BLM).*

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

**MEMO
TOWN OF PAHRUMP
AGENDA ITEM UPDATE
MEETING DATE: October 13, 2009**

TO: Town Board

FROM: William A. Kohbarger, Town Manager

DATE: Thursday, November 05, 2009

RE: **Discussion and possible decision** on selecting a location from three (3) options submitted from the Last Chance Design Workshop for the building of Phase I of the Last Chance Park Project. (Action)

1.) Background

Realizing the unique opportunity to help shape a cornerstone of the Pahrump landscape, residents and agency staff have joined hands in an effort to create Last Chance Park.

Located in the northwest area of Pahrump, the Town, in cooperation with the BLM, US Forest Service, Pahrump Chamber of Commerce, Town's Public Lands Advisory Board, American Society of Landscape Architects and National Park Service's Rivers, Trails and Conservation Assistance Program is creating an Equestrian & Hiking Park. Last Chance Park will be built in phases over time, with Phase I consisting of 10-acres. The vision for these 10-acres is a large parking lot, men's & women's restroom facilities, and four or five trailheads.

The Town sponsored two (02) events for citizens to come in and present their viewpoints. A Community Open House was held on September 29, 2009 and a Design Workshop Presentation was conducted on October 25, 2009. During these meetings three (03) location options (see attached) were chosen to place the 10-acre site and Landscape Architects were brought in to design what each site might look like.

The Town Board along with staff and Town consultant took a field trip to all three (03) site options on November 03, 2009.

The Town Board now has the task of choosing which of the three (03) location options the Park will be constructed on. Once the site is chosen, the Town will work in-conjunction with the BLM to apply for an R&PP Lease (Recreation & Public Purposes). Once the Lease has been approved, the Town will move forward with the construction of the site.

2.) Fiscal Impact

The fiscal impact will be approximately \$50,000.00. These funds have already been budgeted.

3.) Town Manager Recommendation and Board Action Requested

Staff has no recommendations at this time as to which option would be the best.

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

**Town of Pahrump
Last Chance Park Project Summary**

Project# PT0608		Total Project Amount \$ 68,679.41		
Vendor	Description	Date	Check #	Amount
Mary Ellen Giampaoli	Prof Svcs	7/21/06	86449	\$ 1,745.00
Mary Ellen Giampaoli	Prof Svcs	7/21/06	86449	\$ 417.50
Willdan	Engineering	10/1/07	106129	\$ 4,275.25
Willdan	Engineering	11/20/07	107986	\$ 1,989.30
Willdan	Engineering	12/17/07	109377	\$ 6,762.50
Willdan	Engineering	1/14/08	110215	\$ 789.86
Willdan	Engineering	2/28/08	112272	\$ 551.42
Mary Ellen Giampaoli	Prof Svcs	8/16/06	87669	\$ 433.75
Mary Ellen Giampaoli	Prof Svcs	11/8/06	91297	\$ 582.50
Mary Ellen Giampaoli	Prof Svcs	11/8/06	91297	\$ 1,962.50
Mary Ellen Giampaoli	Prof Svcs	2/8/07	95112	\$ 501.25
Mary Ellen Giampaoli	Prof Svcs	4/6/07	97737	\$ 1,080.09
Mary Ellen Giampaoli	Prof Svcs	5/2/07	98993	\$ 683.75
Mary Ellen Giampaoli	Prof Svcs	6/21/07	101463	\$ 15.04
Mary Ellen Giampaoli	Prof Svcs	6/21/07	101463	\$ 341.25
Mary Ellen Giampaoli	Prof Svcs	8/9/07	103487	\$ 1,852.50
Mary Ellen Giampaoli	Prof Svcs	8/9/07	103487	\$ 368.75
Mary Ellen Giampaoli	Prof Svcs	8/9/07	103487	\$ (270.00)
Mary Ellen Giampaoli	Prof Svcs	9/5/07	104705	\$ 202.50
Mary Ellen Giampaoli	Prof Svcs	9/5/07	104705	\$ 96.68
Mary Ellen Giampaoli	Prof Svcs	9/5/07	104705	\$ 1,032.50
Mary Ellen Giampaoli	Prof Svcs	1/14/08	110092	\$ 73.72
Mary Ellen Giampaoli	Prof Svcs	1/14/08	110092	\$ 925.00
Mary Ellen Giampaoli	Prof Svcs	2/27/08	112063	\$ 147.50
Mary Ellen Giampaoli	Prof Svcs	3/13/08	113086	\$ 335.00
Mary Ellen Giampaoli	Prof Svcs	4/1/08	113539	\$ 258.75
Mary Ellen Giampaoli	Prof Svcs	6/4/08	116122	\$ 1,327.50
Mary Ellen Giampaoli	Prof Svcs	7/3/08	117221	\$ 2,291.97
Mary Ellen Giampaoli	Prof Svcs	7/18/09	117781	\$ 701.70
Willdan	Engineering	4/2/09	128672	\$ 1,870.64
Mary Ellen Giampaoli	Prof Svcs	4/9/09	129471	\$ 52.65
Mary Ellen Giampaoli	Prof Svcs	4/9/09	129471	\$ 316.25
Mary Ellen Giampaoli	Prof Svcs	4/9/09	129471	\$ 543.75
Mary Ellen Giampaoli	Prof Svcs	4/9/09	129471	\$ 71.25
Mary Ellen Giampaoli	Prof Svcs	4/9/09	129471	\$ 271.25
Mary Ellen Giampaoli	Prof Svcs	4/9/09	129471	\$ 103.75

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED
3/28/2011

DATE OF DESIRED BOARD MEETING
4/12/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision to Approve Change Order #1 in the amount of \$10,186.84 to provide and install electrical grounding requirements, proper grade, clean-up and supervision for the Town of Pool Reconstruction Project and All Matters Properly Related 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.

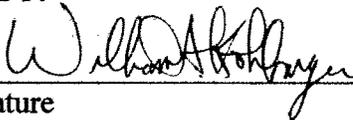
BRIEF SUMMARY OF ITEM:
See attached backup.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Town Manager

SPONSORED BY:

William A. Kohbarger, Town Manager
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

#10

Gothic Landscape



4620 East Elwood St., Ste. 7
Phoenix, AZ 85040
602 470 1711
602 557 7879 fax
Lic #098683/098707

27502 Avenue Scott
Valencia, CA 91355
805 257 1266
805 257 7749 fax
Lic #457786

4565 West Nevso Drive
Las Vegas, NV 89103
702 252 7017
702 252 7031 fax
Lic #0028435

Landscape Grading Maintenance

March 29, 2011

G.C. WALLACE, INC.
1555 SOUTH RAINBOW BLVD.
LAS VEGAS, NV 89146

Attention: Mr. Derick Yoro

Subject: **REQUEST FOR CHANGE ORDER # 001**
Community Pool Reconstruction (Gothic Job # 21088-000-12)
Electrical Grounding (GCW Contract # 2010-02)

Gothic Landscaping, Inc. is pleased to present the following Change Order for the above subject project. Our proposal is based on field changes required and the response to RFI # 003.

Scope of Work: Provide and install electrical grounding requirements, proper grade, clean-up and supervision.

D & J Electrical Proposal.....	\$ 7,040.50
Gothic 10% Subcontractor Mark- Up	\$ 704.05
Gothic Proposal.....	\$ 2,442.29
GRAND TOTAL CHANGE ORDER ADD.....	\$ 10,186.84

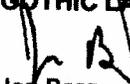
(Please see attached Gothic Proposal and D & J Electrical COR # 3.)

Please see the following qualifications as part of this bid package:

1. All qualifications included in our original proposal for this project shall be applicable to the above change in our scope of work.
2. The above changes to our contracted scope of work will (increase / decrease) our working day schedule by 0 days.

Gothic Landscaping, Inc. would like to thank you for the opportunity to submit our Change Order proposal for your review and consideration. We welcome any questions you may have regarding this proposal.

Respectfully submitted,
GOTHIC LANDSCAPING, INC.


Jon Berg
Operations Manager

An authorized signature in the space provided will convert this proposal into a letter of intent to award a contract change order for the above changes to our contracted scope of work per the terms, conditions and value(s) as proposed above. It is further understood that a formal change order will be forthcoming.

ACCEPTED BY: _____ Date: _____
Signature

cc: Project File, R. Hoffmann, R. Griego, G. Boone, M. Fang

D & J Electrical Services, L.L.C.

1130 W. Amerillo
Pahrump, NV. 89048
NV Cont Lic # 42108A

Phone: (775) 727-8296
Fax: (775) 727-1753
Email: djelectricalservices
@yahoo.com

CHANGE ORDER SHEET

BUILDER GOthic LANDSCAPE
JOB ADDRESS: PAHRUMP POOL
CALLED IN BY- PLAN CHANGES
DATE: 3/25/2011
TIME: _____
CHANGE ORDER # FOR JOB: 3

AUTHORIZATION BY BUILDER;

NAME: _____
SIGNATURE _____
DATE: _____

ITEMS REQUESTED: MATERIAL AND INSTALLATION OF THE FOLLOWING REQUIRED BY ENGINEER.	COST
4—120v GFI 22AIC breakers for pool lighting circuits	
2—2 pole lighting contactors & enclosure	
9—in line fuses/holders for pool lighting	
1—switch box with 2 switches to control pool lights	
23—grounding wires to attach new grid to existing pool structure	
9—exterior ground wires from pool light niches to new grid	
18—light niche interior & exterior copper ground lugs	
9—expose backside of a 9 light niches for ground wire attachment	
55—grounding CAD-WELD kits for attachment of ground wires to new grid and from new grid to existing pool rebar	
23—expose existing pool rebar structure @ 33 points for grounding	
TOTAL LABOR	\$4542.50
TOTAL MATERIALS COST	\$2271.00
10% Markup on material only	\$227

D & J use only:

SPECIAL PARTS

NEEDED _____

ORDERED _____ DATE _____ SUPPLIER _____ ETA OF DELIVERY _____

TOTAL

\$7040.50

ADDITIONAL WORK AUTHORIZATION



GOTHIC LANDSCAPE
 4565 Nevso Drive
 Las Vegas, Nevada 89103
 Nev. Lic. # 0028435
 Office (702) 252-7017
 Fax (702) 252-7031

N Proposal

PAGE 1 OF 1

DATE OF ORDER: **3/29/2011** JOB# / CONTRACT: **21088-000-12**

BILL TO: GC Wallace, Inc.		ORDER TAKEN BY: Jon Berg
ADDRESS: 1555 So. Rainbow Blvd.		<input type="checkbox"/> DAY WORK DIVISION
CITY: Las Vegas, NV 89146		<input type="checkbox"/> CONTRACT
CUSTOMER: Town of Pahrump	CUSTOMER P.O.#	<input checked="" type="checkbox"/> EXTRA 12
PHASE, TRACK NO., LOT NO: Community Pool Reconstruction		REQUISITIONED BY: Derick Yoro

DESCRIPTION OF WORK: **Labor and supervision to establish correct grade and clean up after electrical grounding installation.**

NO	DESCRIPTION OF MATERIAL, LABOR, SUPERVISION, EQUIPMENT	QTY	U.M.	RATE	TOTAL
1	Supervisor	8	Hrs	\$ 60.00	\$ 480.00
2	Labor	32	Hrs	\$ 42.94	\$ 1,374.08
3	FICA 7.65%	1	L Sum	\$ 141.84	\$ 141.84
4	Medicare 7.65%	1	L Sum	\$ 141.84	\$ 141.84
5	SIIS 2.80%	1	L Sum	\$ 51.91	\$ 51.91
6	NV Unemployment 0.85%	1	L Sum	\$ 15.76	\$ 15.76
7	FUTA 0.80 %	1	L Sum	\$ 14.83	\$ 14.83
8	Contractor Mark-Up 10%	1	L Sum	\$ 222.03	\$ 222.03
9					
10					
11					
12					
13					
14					
15					

Labo rate based on NV Prevailing Wage rate at time of Bid Opening.	TOTAL MATERIALS	
	TOTAL LABOR	
	TAX	
DATE COMPLETED	WORK ORDERED BY	TOTAL AMOUNT \$ 2,442.29

Signature _____

I hereby acknowledge the satisfactory completion of the described work, and have the authority to authorize the work.

1 - Original 2 - Department 3 - Accounting 4 - Customer

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED
3/28/2011

DATE OF DESIRED BOARD MEETING
4/12/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision to Approve Change Order #2 in the amount of \$5,194.68 to provide and install electrical grounding, repair service feeder J-box, replace conduit to pole light, remove all low voltage transformers/conduits/sub-panel re-route (02) existing pump grounding conductors, provide trenching and proper grade where required, clean-up and supervision for the Town of Pool Reconstruction and All Matters Properly Related 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:

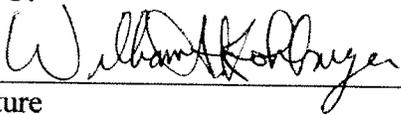
See attached backup.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Town Manager

SPONSORED BY:

William A. Kohbarger, Town Manager
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

11

Gothic Landscape



4620 East Elwood St., Ste. 7
Phoenix, AZ 85040
602 470 1711
602 557 7879 fax
Lic #098683/098707

27502 Avenue Scott
Valencia, CA 91355
805 257 1266
805 257 7749 fax
Lic #457786

4565 West Nevada Drive
Las Vegas, NV 89163
702 252 7017
702 252 7031 fax
Lic #0028435

Landscape Grading Maintenance

April 6, 2011

G.C. WALLACE, INC.
1555 SOUTH RAINBOW BLVD.
LAS VEGAS, NV 89146

Attention: Mr. Derick Yoro

Subject: REQUEST FOR CHANGE ORDER # 002
Community Pool Reconstruction (Gothic Job # 21088-000-12)
Electrical grounding and various repairs/ replacements (GCW Contract # 2010-02)

Gothic Landscaping, Inc. would like to present the following Change Order for the above subject project. Our proposal is based on the request of the Town of Pahrump and GC Wallace.

Scope of Work: Provide and install electrical grounding requirements, repair service feeder J-box, replace conduit to pole light, remove all low voltage transformers/ conduits/ sub-panel, re-route (2) existing pump grounding conductors, provide trenching and proper grade where required, clean-up and supervision.

D & J Electrical Proposal	\$ 1,847.50
Gothic 10% Subcontractor Mark- Up	\$ 184.75
Gothic Proposal.....	\$ 3,162.43
GRAND TOTAL CHANGE ORDER ADD.....	\$ 5,194.68

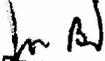
(Please see attached Gothic Proposal and D & J Electrical COR # 4.)

Please see the following qualifications as part of this bid package:

1. All qualifications included in our original proposal for this project shall be applicable to the above change in our scope of work.
2. The above changes to our contracted scope of work will (increase / decrease) our working day schedule by _____ days.

Gothic Landscaping, Inc. would like to thank you for the opportunity to submit our Change Order proposal for your review and consideration. We welcome any questions you may have regarding this proposal.

Respectfully submitted,
GOTHIC LANDSCAPING, INC.


Jon Berg
Operations Manager

An authorized signature in the space provided will convert this proposal into a letter of intent to award a contract change order for the above changes to our contracted scope of work per the terms, conditions and value(s) as proposed above. It is further understood that a formal change order will be forthcoming.

ACCEPTED BY: _____ Date: _____
Signature

D & J Electrical Services, LLC.

1130 W. Amarillo
Pahrump, NV. 89048
NV Cont Lic # 42108A

Phone: (775) 727-8296
Fax: (775) 727-1753
Email: djelectricalservices
@yahoo.com

CHANGE ORDER SHEET

BUILDER GOthic LANDSCAPE
JOB ADDRESS: PAHRUMP POOL
CALLED IN BY PLAN CHANGES & WALK
DATE: 4/5/2011
TIME: _____
CHANGE ORDER # FOR JOB: 4

AUTHORIZATION BY BUILDER;

NAME: _____

SIGNATURE _____

DATE: _____

ITEMS REQUESTED:	COST
1—REPAIR SERVICE FEEDER J-BOX, EXTERIOR REAR WALL OF PUMP BLDG: L & M	\$125.00
2—REPLACE BROKEN SEAL TIGHT FLEX CONDUIT, EXTERIOR EAST WALL FEEDING POLE LIGHT: L & M	\$55.00
3—PROVIDE GROUNDING FOR 3 POOL LADDERS, 2 HANDRAILS, 2 WATER FILL SPOUTS TO POOL BONDING GRID: L & M	\$1355.00
4—REMOVE ALL LOW VOLTAGE TRANSFORMERS, CONDUITS, SUBPANEL & RELATED APARATUS FOR ORIGIONAL POOL LIGHTING: LABOR ONLY	\$187.50
5—RE-ROUTE 2 EXISTING PUMP GROUNDING CONDUCTORS FROM EXISTING LIGHTING SUB PANEL TO NEW PANEL BOARD ALL WITHIN PUMP BUILDING: LABOR ONLY	\$125.00

D & J use only:	TOTAL	\$1847.50
SPECIAL PARTS NEEDED _____		
ORDERED _____ DATE _____ SUPPLIER _____ ETA OF DELIVERY _____		

ADDITIONAL WORK AUTHORIZATION



GOTHIC LANDSCAPE
4565 Nevso Drive
Las Vegas, Nevada 89103
Nev. Lic. # 0028435
Office (702) 252-7017
Fax (702) 252-7031

N Proposal

PAGE 1 OF 1

DATE OF ORDER 4/6/2011	JOB# / CONTRACT 21088-000-12
---------------------------	---------------------------------

BILL TO GC Wallace, Inc.		ORDER TAKEN BY Jon Berg
ADDRESS 1555 So. Rainbow Blvd.		<input type="checkbox"/> DAY WORK DIVISION
CITY Las Vegas, NV 89146		<input type="checkbox"/> CONTRACT
CUSTOMER Town of Pahrump	CUSTOMER P.O.#	<input checked="" type="checkbox"/> EXTRA 12
PHASE, TRACK NO., LOT NO Community Pool Reconstruction		REQUISITIONED BY Derick Yoro

DESCRIPTION OF WORK
Labor and supervision to trench, establish correct grade, and clean up after electrical grounding installation. Provide labor and material to install Quikrete @ 40 points after grounding by electrician at rebar structure locations.

NO	DESCRIPTION OF MATERIAL, LABOR, SUPERVISION, EQUIPMENT	QTY	U.M.	RATE	TOTAL
1	Supervisor	8	Hrs	\$ 60.00	\$ 480.00
2	Labor	32	Hrs	\$ 42.94	\$ 1,374.08
3	Operator	8	Hrs	\$ 59.02	\$ 472.16
4	FICA 7.65%	1	L Sum	\$ 141.84	\$ 141.84
5	Medicare 7.65%	1	L Sum	\$ 141.84	\$ 141.84
6	SIIS 2.80%	1	L Sum	\$ 51.91	\$ 51.91
7	NV Unemployment 0.85%	1	L Sum	\$ 15.76	\$ 15.76
8	FUTA 0.80 %	1	L Sum	\$ 14.83	\$ 14.83
9	Contractor Mark-Up 10%	1	L Sum	\$ 269.24	\$ 269.24
10					
11	Mini Excavator	8	Hrs	\$ 17.04	\$ 136.32
12	Contractor Mark-Up 15%	1	L Sum	\$ 20.45	\$ 20.45
13					
14	Quikrete (90 lb. bag)	10	Ea	\$ 4.00	\$ 40.00
15	Contractor Mark-Up 10%	1	L Sum	\$ 4.00	\$ 4.00
16					

Labor rate based on NV Prevailing Wage rate at time of Bid Opening. Mini-Ex hourly rate is Blue Book pricing for Bobcat 331 track hoe.	TOTAL MATERIALS	
	TOTAL LABOR	
	TAX	
DATE COMPLETED	WORK ORDERED BY	TOTAL AMOUNT \$ 3,162.43

Signature _____

I hereby acknowledge the satisfactory completion of the described work, and have the authority to authorize the work.

1 - Original 2 - Department 3 - Accounting 4 - Customer

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED DATE OF DESIRED BOARD MEETING
3/28/2011 4/12/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Discussion and Possible Decision to Approve Resolution 2011-08, A Resolution Creating Pahrump Boundary Line Advisory Board and All Matters Properly Related 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 Resolution #2011-08.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Town Board

SPONSORED BY:

William A. Kohbarger, Town Manager
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

RESOLUTION #2011-08

TOWN OF PAHRUMP, NEVADA

A RESOLUTION CREATING THE PAHRUMP BOUNDARY LINE ADVISORY BOARD AND ALL MATTERS PROPERLY RELATED THERETO.

WHEREAS, the Town Board of the unincorporated Town of Pahrump is responsible for protecting the health, welfare and safety of the citizens of the Town of Pahrump; and

WHEREAS, the promotion of establishing priorities and long range recommendations concerning the community health, welfare and safety of the citizens of the Town of Pahrump; and

WHEREAS, the Town Board has a desire to investigate the possibility of moving a boundary line within Nye County; and

WHEREAS, it is in the best interests of the Citizens of the Town of Pahrump to be informed, aware and prepared for decisions regarding community health, welfare and safety; and

WHEREAS, it is the desire of the Pahrump Town Board to create and oversee the establishment and conduct of such an Advisory Board;

NOW THEREFORE, BE IT RESOLVED:

1. That the Town Board of Pahrump hereby specifically creates an Advisory Board to be known as the "Pahrump Boundary Line Advisory Board".
2. That the duties, responsibilities and by-laws of this Advisory Board shall be determined by the Pahrump Town Board upon its creation.
3. That the Pahrump Town Board will take all necessary steps to make appointments to this Advisory Board which reflect the community wide interest and scope thereof.

Motion proposed by Town Board Member:

Motion seconded by Town Board Member:

Vote: Ayes: Nays: Absent:

Approved on the 12th day of April, 2011.

Mike Darby, Chairman
Pahrump Town Board

Carolene Endersby, Clerk
Pahrump Town Board

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED
3/28/2011

DATE OF DESIRED BOARD MEETING
4/12/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision to Approve the By-Laws for the Newly Created Pahrump Boundary Line Advisory Board and All Matters Properly Related 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:

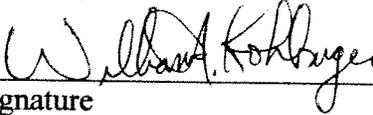
See attached By-laws.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Town Board

SPONSORED BY:

William A. Kohbarger, Town Manager
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

#13

PAHRUMP BOUNDARY LINE ADVISORY BOARD BY-LAWS

I. NAME

- A. The name of this board shall be the Pahrump Boundary Line Advisory Board (PBLAB)

II. PURPOSE

- A. To act in an advisory capacity to the Pahrump Town Board with regard to boundary line adjustments within the County of Nye that will directly affect the citizens of the Town of Pahrump.
- B. To make recommendations to the Pahrump Town Board with respect to issues relating to the enhancement of the quality of life as it pertains to boundary line adjustments within the County of Nye for the citizens of the Town of Pahrump.

III. MEMBERSHIP

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

IV. OFFICERS OF THE COMMITTEE

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

V. DUTIES OF OFFICERS

- A. Members of the Advisory Board shall nominate and elect officers upon commencement of this Advisory Board.
- B. The Chairman shall conduct all meetings of the Advisory Board. The Chairman or designee shall be the Advisory Board's spokesperson and may appoint sub-committees. Quarterly, the Chairperson shall submit or cause to be submitted to the Town Board an activity report summarizing the Advisory Board's accomplishments and objectives for the next quarter. The Chairman or designee shall present all board recommendations and other matters to the Town Board.
- C. The Vice-Chairman shall assume the duties of the Chairman in his/her absence.
- D. The Secretary shall be responsible for all minutes, reports, agendas, correspondence, and records of the Advisory Board.

VI. MEETINGS

- A. All Advisory Board meetings will be held in accordance with NRS 241.
- B. The Advisory Board shall meet once a month or as necessary.
- C. Meetings may be attended by a Town Board Member acting in the capacity of liaison to the Advisory Board. The liaison shall be an advisor to the Advisory Board and shall make recommendations from time to time as may be necessary to facilitate the purposes of the Advisory Board.

VII. VOTING RIGHTS OF MEMBERS

- A. Each seated Advisory Board member is entitled to one vote, on all matters, at any meeting attended. Alternates do not have any voting rights.

VIII. EXPENDITURES/REVENUE

- A. All expenditures, revenues and/or donations incurred and received by the Advisory Board shall be further subject to approval by the Pahrump Town Board, unless approval has been previously granted by said Pahrump Town Board.
- B. No advisory Board members shall sign any contracts or documents obligating the Town and/or Advisory Board members to any responsibility financial or otherwise.

IX. AMENDMENTS

- A. These By-Laws may be amended from time to time as required by the Pahrump Boundary Line Advisory Board. Said amendments shall be subject to approval by the Pahrump Town Board.
- B. Proposed amendments to these by-laws shall require a two-thirds vote of the entire Board.

PAHRUMP BOUNDARY LINE ADVISORY BOARD:

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED
3/28/2011

DATE OF DESIRED BOARD MEETING
4/12/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision to Approve Expanding the Veterans portion of the Cemetery by adding a section of property 165' x 135' located adjacent to and directly behind the current section for additional burial sites and for utilization of placing a F4 airplane.

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:

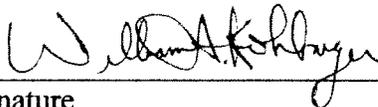
Verbal presentation will be given be members of the Pahrump Veterans Memorial Advisory Board.
See Attached Maps of the area in question.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Pahrump Veterans Memorial A B

SPONSORED BY:

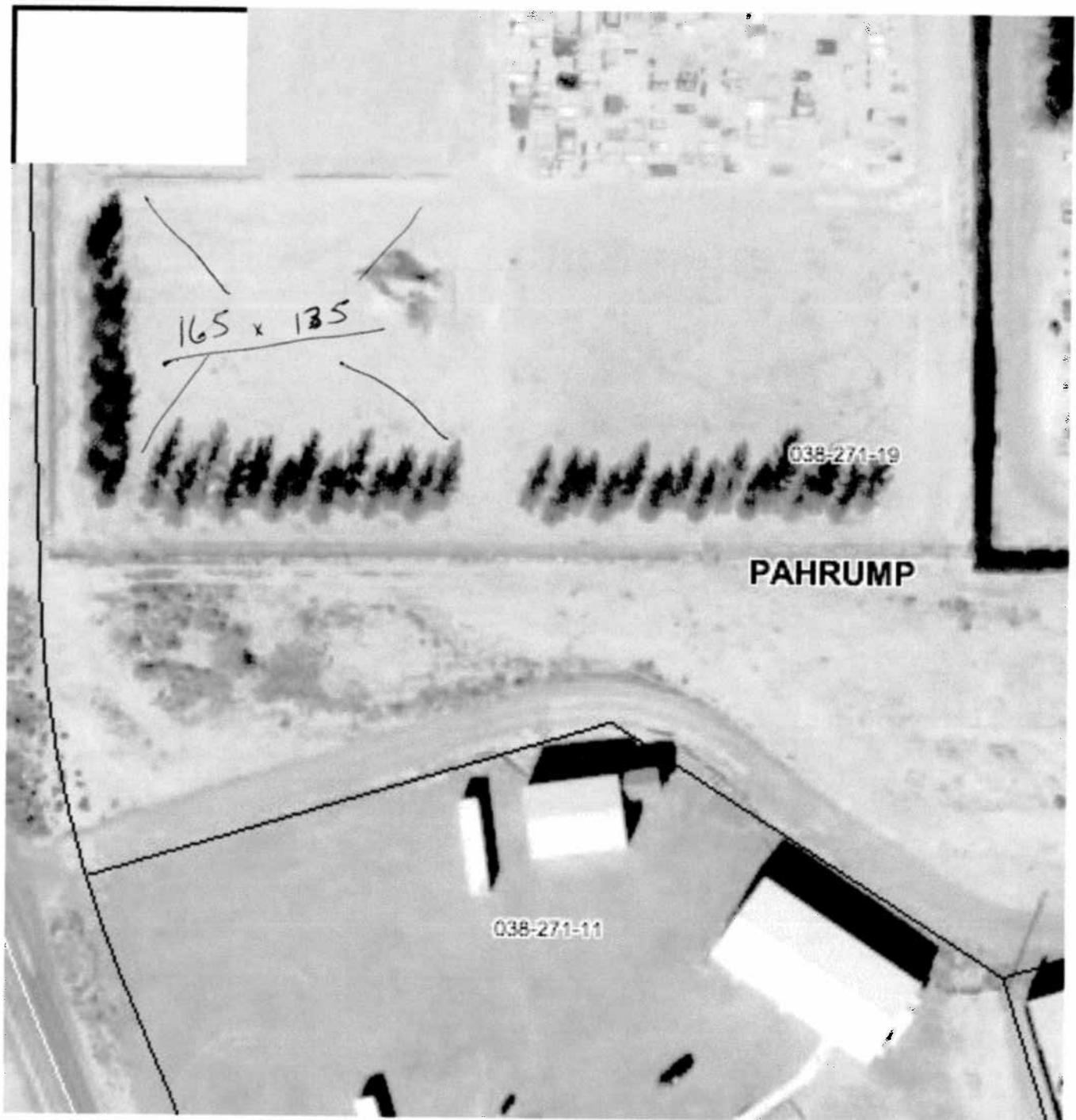
William A. Kohbarger, Town Manager
Print Name

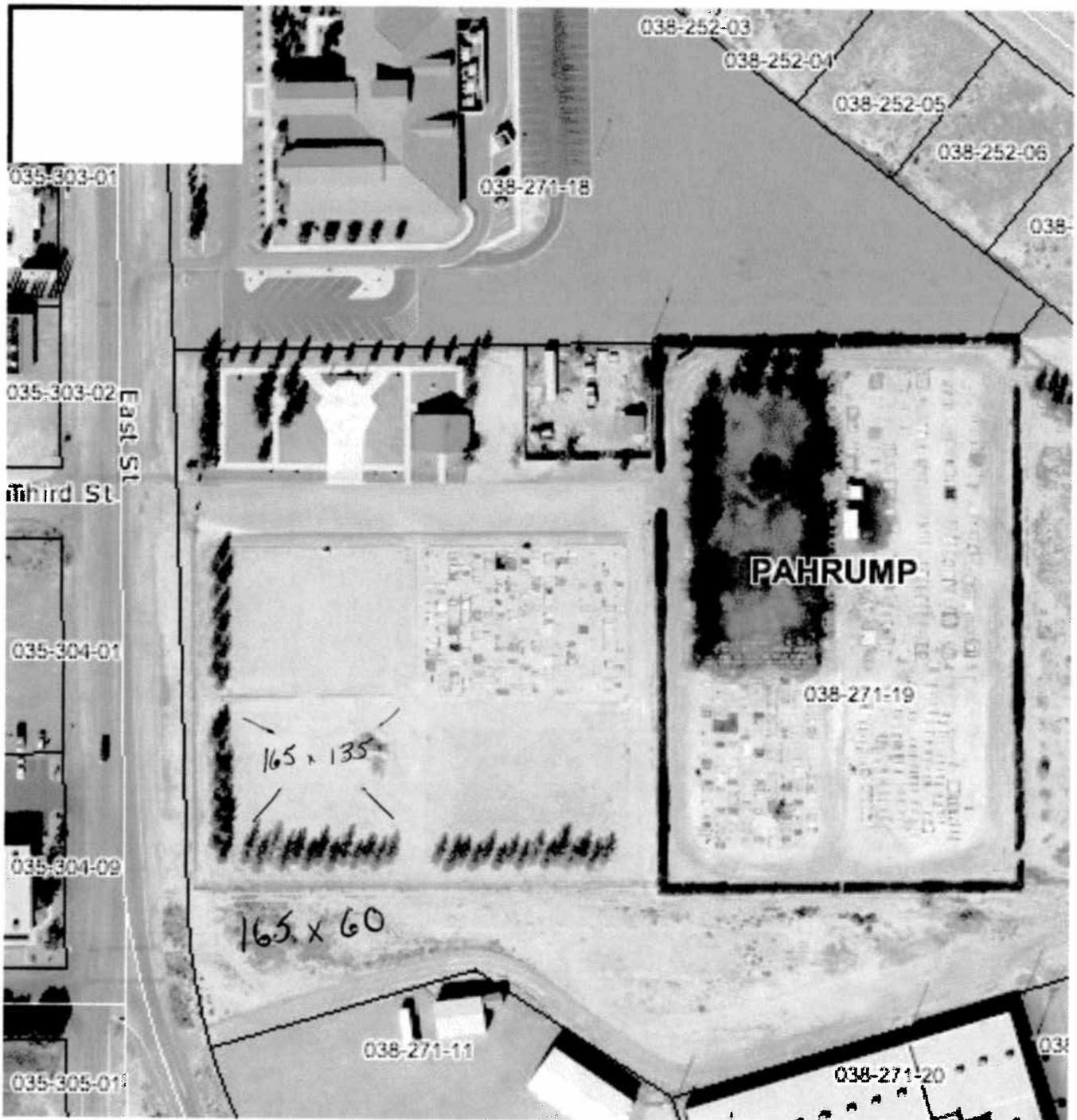

Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

#14







Town of Pahrump

400 North Highway 160 • Pahrump, Nevada 89060 • 775-727-5107 • Fax 775-727-0345 • townoffice@pahrumnv.org

March 27, 2011

Mike Darby, Chair
Vicky Parker, Vice-Chair
Carolene Endersby, Clerk
Tom Waters
Harley Kulkin

Re: Mr. Butch Harper

Dear Town Board,

Mr. Andre (Butch) Harper appeared before the Pahrump Veterans Memorial Advisory Board (PVMAB) on March 17, 2011 at your request.

Mr. Harper stated he had appeared before you asking for support for a project for Christmas 2011, and that he was directed to bring his request to the PVMAB first.

Mr. Harper stated he was looking for support from the Town of Pahrump to support a military family of the pay grade of E-4 or below to ensure that they have a very Merry Christmas in 2011. The name of the selected family will be determined at a later date. A military family from Pahrump will have first consideration. He knows that the town businesses and residents will support this if he has the proper backing of the Town Board.

After much discussion a motion was made for the PVMAB to send a letter to you, the members of the Town Board, to show that the PVMAB is in full support of Mr. Harper's request. (Item Passed 6-0)

The PVMAB requests that the Town Board issue a Proclamation in support of Mr. Harper's request and that you place this on your next available agenda to be approved.

If there is anything else the PVMAB can do to assist the Town Board or you, the members, please do not hesitate to ask.

Sincerely,

Bill Dolan, Secretary
PVMAB

LEASE WITH OPTION TO PURCHASE

THIS LEASE ("Lease") is made as of this November 19, 2010, by and between TOWN OF PAHRUMP ("Lessor"), and GROWPONICS NEVADA, LLC ("Lessee"), who hereby agree as follows:

1. **PREMISES.** Subject to the covenants and conditions of this Lease, Lessor leases to Lessee, and Lessee leases from Lessor, the Premises (the "Premises"), which comprise approximately five (5) acres in the Town of Pahrump, County of Nye, State of Nevada, and legally described as set forth on **Exhibit "A"** hereto.

The Premises also include thirty (30) acre feet of water rights appurtenant to the land described in Exhibit "A", legally described as set forth on **Exhibit "B"** hereto.

The Premises may be enlarged in accordance with, and this paragraph is expressly made subject to, paragraphs 4 and 5 concerning Lessee's option to lease or lease and purchase additional land legally described as set forth on **Exhibit "C"** or any part thereof that is contiguous to the land described as set forth on Exhibit "A". Once enlarged, Lessee cannot reduce the size of the Premises.

2. **USE OF PREMISES.** The Premises shall be used for the operation of greenhouses for the production of fruits and vegetables (the "Permitted Use"). Lessee shall continuously operate the entire Premises for the duration of the Term.

3. **TERM.** The term of this Lease (the "Term") is for fifty (50) years, commencing immediately as of the date first set forth above.

Should Lessee elect to exercise its rights under paragraph 5 and lease additional land, the Term for the lease for the additional land is the same as the Term for the Premises leased upon execution of this Lease for the Premises. The exercise of the option in paragraph 5 shall not operate to extend the Term of the Lease.

Should Lessee fail to commence and/or complete construction according to the timetable in paragraph 5, this Lease may be terminated, including but not limited to the options set forth in paragraphs 4 and 5, at the sole discretion of Lessor. Notwithstanding the foregoing, Lessee may continue to lease that portion of the Premises upon which it completed construction.

4. OPTION TO PURCHASE.

(a) Option Granted. So long as Lessee is not in default under any provision of this Lease, Lessor/Seller hereby grants to Lessee/Purchaser an option (the "Purchase Option"), exercisable by Lessee, in Lessee's sole and absolute discretion, to purchase the Premises at anytime during the Term of this Lease, provided Lessor is able to convey clear and marketable title. Lessor/Seller shall use its best effort to convey clear title. The Purchase Option Price includes all land and improvements on the Premises, water rights appurtenant to the Premises, and other appurtenances, fixtures and equipment, at the time of Closing.

(b) Premises May be Enlarged by Option to Lease. If Lessee elects to exercise the Lease Option pursuant to paragraph 5, the Purchase Option shall extend to those lands and water rights leased by Lessee pursuant to the Lease Option.

(c) Notice of Exercise. In order to exercise the Purchase Option, Lessee shall give written notice to Lessor/Seller of Lessee's election to exercise the Option (the "Notice") by January 1, 2021.

(d) Option Price. Except for the four (4) acres described in subsection (e) below, the price to be paid by Lessee/Purchaser to acquire the Premises set forth on **Exhibit "A"**, **Exhibit "B"** and **Exhibit "C"** upon exercise of the Purchase Option ("Purchase Option Price") shall be five thousand five hundred sixty-three dollars (\$5,563) per acre for the land and four thousand five hundred dollars (\$4,500) per acre foot for the water rights.

The Purchase Option Price will be reduced by ninety percent (90%) of the rent payments made pursuant to this Lease. The reduction of the Purchase Option Price only applies to the purchase of the specific property—the phase—for which Lessee originally paid the rent.

(e) After Phase IIB is completed pursuant to paragraph 5 and if Lessee exercised its Purchase Option for Phases I through IIB, the Town will deed four (4) additional, contiguous acres to Lessee/Purchaser at no cost. The location of the four (4) acres on the Premises will be at mutually agreed upon at the time that Lessee/Purchaser notifies Lessor/Seller that it exercises its right under this subsection. The four (4) acres must be used for community facilities and the deed for the four (4) acres will be subject to a restrictive covenant pursuant to the land's intended use as a site for community facilities. The cost of building the community facilities shall be borne by Lessee/Purchaser.

(f) Closing Costs & Closing Date. Lessee/Purchaser agrees that Lessee/Purchaser shall be responsible for and shall pay all costs for a title insurance policy and survey as hereafter required.

Lessor/Seller shall deliver to Lessee/Purchaser, at Lessee/Purchaser's expense, a preliminary title report on the Premises, together with copies of all exceptions in the report. Lessee/Purchaser shall have thirty (30) days after receipt of the report to notify Lessor/Seller of Lessee/Purchaser's reasonable disapproval of any such exceptions. Failure of Lessee/Purchaser to disapprove in writing any exceptions within the aforementioned time limit shall be deemed to be an approval of the preliminary title report, including the conditions and exceptions identified therein. In the event that Lessee/Purchaser disapproves of any exemption(s) in the report, Lessor/Seller shall have until forty-five (45) days before the date of closing to eliminate any disapproved exceptions to the report. If such exceptions are not eliminated, the purchase agreement shall be null and void.

Closing shall be consummated on an agreed upon date, following satisfaction and waiver of all contingencies as contained in this paragraph 4, unless delayed by reason of Seller's failure to comply with this Lease.

(g) Conditions To Option Sales Contract. This Purchase Option is subject to Lessee/Purchaser obtaining at Lessee/Purchaser's expense, a title commitment for a current form

policy of title insurance insuring clear marketable title to the Premises, in the amount of the Purchase Option Price paid hereunder.

(h) Restrictive Covenant. This Purchase Option is subject to a restrictive covenant limiting the use of the property to the use identified in paragraph 2.

(i) Right of Entry. Lessee/Purchaser and his duly authorized consultants shall have the right to enter the Premises for purposes of investigation prior to close of escrow.

(j) Lessor/Seller's Deliveries at Closing. Lessor/Seller shall deliver to Lessee/Purchaser at closing a properly executed Grant Bargain Sale Deed, in recordable form, conveying marketable title to the Premises to Lessee/Purchaser. Lessee/Purchaser takes the Premises as is and where is.

(k) Lessee/Purchaser's Deliveries at Closing. Lessee/Purchaser shall deliver to Lessor/Seller at Closing:

(1) Such certificates, powers of attorney, resolutions and evidences of qualification as may be reasonably requested by title company to evidence that Lessee/Purchaser has the necessary power and authority to purchase the Premises.

(2) Lessee/Purchaser's closing statement as prepared by title company.

(3) Purchase Option Price, in certified funds, adjusted pursuant to the closing statement.

(l) Assignability. This Purchase Option is fully assignable by Lessee/Purchaser only with the written permission by Lessor/Seller to said assignment but Lessee/Purchaser shall remain liable for its performance. Said permission shall not be unreasonably withheld.

(m) Representations. As of the Closing Date, Seller shall make the following representations and warranties:

(1) As of the date first written above and to the best of Lessor/Seller's knowledge, there are no, nor has Lessor/Seller received by notice of violations of or deficiencies from the Environmental Protection Agency (or any similar state or local agency) applicable to the Premises.

(2) As of the date first written above and to the best of Lessor/Seller's knowledge, there is no current or threatened action, suit or proceeding pending against the Premises, or any portion thereof, or arising out of the condition, use or operation of the Premises, in any court or before any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality which affects the Premises or will prevent Lessor/Seller's performance of this Option. Should any liens or encumbrance of any type or nature, other than those caused by or under Lessee/Purchaser arise between the date of Lessee/Purchaser's approval of title to the Premises and date

of closing, then, in that event, Lessor/Seller does agree to cause the same to be either discharged of record by closing.

(n) Defaults and Remedies. In addition to any rights and remedies set forth in paragraph 18 of this Lease, in the event either party breaches any of the covenants, terms or conditions of this Purchase Option then they shall be entitled to seek any and all remedies available at law or in equity then available to them including, but not limited to specific performance of this Purchase Option.

5. **OPTION TO LEASE & PURCHASE ADDITIONAL LAND.**

(a) Option Granted. So long as Lessee is not in default under any provision of this Lease, Lessor hereby grants to Lessee an option (the "Lease Option"), exercisable by Lessee, in Lessee's sole and absolute discretion, to lease the land and water rights appurtenant thereto described in Exhibit "C" or any part thereof that is contiguous to the land described as set forth on Exhibit "A". Should Lessee elect to exercise its option for part, but not the whole, of the land set forth in Exhibit "C", Lessee must lease the property in one acre and one acre foot increments and locate the chosen land so as not to encircle the remainder of the land described in Exhibit "C" or interfere with immediate street access thereto. Should Lessee exercise its option, Lessee may purchase the additionally-leased land and water rights pursuant to paragraph 4.

(b) Subsequent Phases. Lessee may exercise its Lease Option in phases.

(c) Time, Construction & Activity Constraints.

(i) In no case shall Lessee have the right to exercise the Lease Option after January 1, 2021.

(ii) Lessee must commence construction of the greenhouse system, complete construction, and begin operations and employment according to the following schedule:

(1) Phase IA. Construction must commence on or before June 1, 2011. Phase IA is the greenhouse system on the Premises defined in Exhibit "A." Lessee must complete construction and begin operations by December 1, 2011. At completion of construction and thereafter, Lessee must continuously employ at least twelve (12) full-time employees for the greenhouse unit(s) on this phase.

(2) Phase IB. Construction must commence on or before January 1, 2012. Phase IB must include at least four (4) but no more than seven (7) additional acres that are contiguous to the land in Phase I for the construction of an additional greenhouse system. Lessee must complete construction and begin operations by December 1, 2012. At completion of construction and thereafter, Lessee must continuously employ at least twelve (12) full-time employees for the greenhouse unit(s) on this phase.

- (3) Phase IIA. Construction must commence on or before June 1, 2013. Phase IIA must include at least four (4) but no more than seven (7) additional acres that are contiguous to the land in any previous phase for the construction of an additional greenhouse system. Lessee must complete construction and begin operations by July 1, 2013. At completion of construction and thereafter, Lessee must continuously employ at least twelve (12) full-time employees for the greenhouse unit(s) on this phase.
- (4) Phase IIB. Construction must commence on or before September 1, 2013. Phase IIB must include at least five (5) but no more than eight (8) additional acres that are contiguous to the land in any previous phase for the construction of an additional greenhouse system. Lessee must complete construction and begin operations by October 1, 2014. At completion of construction and thereafter, Lessee must continuously employ at least fifteen (15) full-time employees for the greenhouse unit(s) on this phase.
- (5) Phase IIIA. Construction must commence on or before December 1, 2016. Phase IIIA must include at least four (4) but no more than seven (7) additional acres that are contiguous to the land in any previous phase for the construction of an additional greenhouse system. Lessee must complete construction and begin operations by December 1, 2017. At completion of construction and thereafter, Lessee must continuously employ at least twelve (12) full-time employees for the greenhouse unit(s) on this phase.
- (6) Phase IIIB. Construction must commence on or before November 1, 2018. Phase IIIB must include at least five (5) but no more than eight (8) additional acres that are contiguous to the land in any previous phase for the construction of an additional greenhouse system. Lessee must complete construction and begin operations by March 1, 2019. At completion of construction and thereafter, Lessee must continuously employ at least thirty (30) full-time employees for the greenhouse unit(s) on this phase.
- (7) Phase IV. Construction must commence on or before January 1, 2021. Phase IV must include the remainder of the real property identified on Exhibit "C" for the construction of an additional greenhouse system. Lessee must complete construction and begin operations by July 1, 2021. At completion of construction and thereafter, Lessee must continuously employ at least thirty (30) full-time employees for the greenhouse unit(s) on this phase.

(d) Exercise Subject to Lease Agreement. By exercising this Lease Option, Lessee agrees that the Lease's provisions govern all of the Premises, including the additional land leased pursuant to this paragraph.

6. **RENT PAYMENTS.** Lessee shall pay to Lessor monthly installments of thirty-seven dollars (\$37) per acre for the land and thirty dollars (\$30) per acre foot for the water rights as rent for the Premises described in Exhibit "A", Exhibit "B" and Exhibit "C". Rent is due and payable in advance without notice or demand at Lessor's address or at any other place Lessor designates in writing. The first monthly rent installment shall be paid on July 1, 2011, and all subsequent monthly rent installments shall be due and payable on the 1st day of each succeeding month during the Term. Beginning on January 1, 2021, and then every five years thereafter, the rent payments shall be adjusted according to the Consumer Price Index of the United States Department of Labor, Bureau of Labor Statistics, using the average Consumer Price Index for a given calendar year, but the adjustment may not exceed ten and forty-one hundredths percent (10.41%), which limits the increase to two percent (2%) per year for five (5) years compounded annually.

7. **PROPERTY INSURANCE.** Lessee shall keep any improvement which Lessee constructs on the Premises insured at its expense with property insurance in the full replacement cost thereof with the customary coverages and not less than the coverages required by Lessee's lenders, if any.

8. **INDEMNITY AND LIABILITY INSURANCE.** Lessee shall at all times indemnify, defend and hold Lessor harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Premises or to the Premises resulting from any negligent or intentionally wrongful act or omission by or through Lessee, its agents, employees, invitees or any person on the Premises by reason of Lessee's use or occupancy or resulting from Lessee's non-use or possession of said property and any and all loss, cost, liability or expense resulting there from. Lessee shall maintain, at all times during the Term, comprehensive general liability insurance in a responsible insurance company, licensed to do business in Nevada and satisfactory to Lessor, properly protecting and indemnifying Lessor with single-limit coverage of not less than one million dollars (\$1,000,000) for injury to or death of persons and for property damage, adjusted every ten years based upon the Consumer Price Index of the United States Department of Labor, Bureau of Labor Statistics, using the average Consumer Price Index for a given calendar year. Upon request, Lessee shall furnish Lessor with a certificate or certificates of insurance, in a form acceptable to Lessor, covering such insurance so maintained by Lessee and naming Lessor as an additional insured.

9. **ASSIGNMENT.** This Lease is fully assignable by Lessee only with the written permission by Lessor/Seller to said assignment after a reasonable amount of time for Lessor to conduct due diligence on the assignee. Said permission shall not be unreasonably withheld.

10. **CONDITION OF PREMISES.** Lessee acknowledges that it has inspected the Premises and except as may be provided otherwise in this Lease, Lessee accepts the Premises in its present condition. Currently there are no buildings or improvements on the Premises (or if there are any, Lessor hereby consents to Lessee's removal thereof). It is Lessee's intent to construct buildings and improvements on the Premises for commercial purposes. At the end of the Term, except for damage caused by fire or other perils, Lessee, at its expense, shall, at Lessor's option, either: (a) surrender the Premises in the same or similar condition as existed at the time the Premises were accepted and possession taken by Lessee, and have removed all of

Lessee's property (including buildings and improvements placed on the Premises by Lessee), from the Premises; or (b) have removed from the Premises all of Lessee's personal property and have repaired any damage to the Premises, buildings and improvements caused by the removal of Lessee's personal property and leave the Premises, buildings and improvements, free of trash and debris.

11. **CONSTRUCTION, AND ALL MAINTENANCE AND REPAIR BY LESSEE.** At Lessee's sole cost and expense during the Term, Lessee may remove any buildings and improvements existing on the Premises at the date hereof and may construct any new buildings and improvements on the Premises. Furthermore, Lessee shall maintain and keep in good order, repair and condition the Premises and all buildings and improvements hereafter constructed thereon. Lessee shall police and keep the driveways, approaches, sidewalks, parking areas, and adjacent alleys that are a part of the Premises clean, orderly, sightly, and unobstructed.

12. **LESSOR'S RIGHT OF ENTRY.** Lessor or Lessor's agent may enter at reasonable hours to inspect the Premises and to do anything Lessor may be required to do hereunder or which Lessor may deem necessary for the good of the Premises. Lessee or Lessee's agent may accompany Lessor or Lessor's agent on the Premises.

13. **IMPROVEMENTS, UTILITIES AND SERVICES.** Lessee shall be responsible for making all necessary improvements to the Premises, including but not limited to those improvements necessary for on-site utilities and access, and shall furnish and pay for all electricity, gas, water, fuel, trash removal, and any services or utilities used in or assessed against the Premises.

14. **LEGAL REQUIREMENTS.** Lessee agrees to comply with all Laws during the Term.

15. **TAXES, ZONING & NECESSARY IMPROVEMENTS.** Lessee is responsible for paying all taxes related to the Lease; Lessor makes no representations about the taxing scheme applied to the Premises by Nye County. Lessee is responsible for zoning issues related its intended use of the Premises; Lessor makes no representations about the zoning of the Premises. Lessee is responsible for making any necessary improvements to the Premises for its intended use, including on-site and off-site improvements and improvements necessary to obtain access.

16. **EMINENT DOMAIN.** Should all of the Premises be taken under the power of eminent domain or a conveyance in lieu thereof by any authority having the right of condemnation, or if a portion thereof is taken so that the Premises are unsuitable, in Lessee's reasonable opinion, for Lessee's use, then the parties shall be entitled to their respective interests in the land from the proceeds of the condemnation award made to Lessor for taking of the land.

17. **WAIVER OF SUBROGATION.** As part of the consideration for this Lease, each of the parties hereby releases the other party from all liability for damage due to any act or neglect of the other party occasioned to property owned by said parties which is or might be incident to or the result of a fire or other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein

contained shall not apply to any loss or damage occasioned by intentional acts of either of the parties, and the parties further covenant that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

18. DEFAULT AND REMEDIES. If: (a) Lessee fails to comply with any term, provision, condition or covenant of this Lease for over ten (10) days following Lessor's written notice to Lessee thereof, except for failure to pay rent in which case no notice is required; (b) Lessee abandons, deserts or vacates the Premises; (c) any petition is filed by or against Lessee under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; (d) Lessee becomes insolvent or makes a transfer in fraud of creditors; (e) Lessee makes an assignment for benefit of creditors; or (f) a receiver is appointed for Lessee or any of the assets of Lessee, then in any of such events, Lessee shall be in default and Lessor shall have the option to do any one or more of the following: upon ten (10) days prior written notice, except for failure to pay rent in which case no notice is required and in addition to and not in limitation of any other remedy permitted by law, to peacefully and lawfully enter upon the Premises either with or without process of law, and to expel, remove and put out Lessee or any other persons thereon, together with all personal property; and, Lessor may terminate this Lease or it may from time to time, without terminating this Lease, rent said Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change said Premises. At the option of Lessor, rents received by Lessor from such reletting shall be applied first to the payment of any indebtedness from Lessee to Lessor other than rent and additional rent due hereunder; second, to payment of any costs and expenses of such reletting, including, but not limited, attorney's fees, advertising fees and brokerage fees, and to the payment of any repairs, renovation, remodeling, redecorations, alterations and changes in the Premises; third, to the payment of rent and additional rent due and payable hereunder and interest thereon; and, if after applying said rentals there is any deficiency in the rent and additional rent and interest to be paid by Lessee under this Lease, Lessee shall pay any such deficiency to Lessor and such deficiency shall be calculated and collected by Lessor monthly. No such re-entry or taking possession of said Premises shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention is given to Lessee. Notwithstanding any such reletting without termination, Lessor may at any time terminate this Lease by reason of any default, in addition to any other remedy it may have, it may recover from Lessee the worth at the time of such termination of the excess of the amount of rent and additional rent reserved in this Lease for the balance of the Term over the then reasonable rental value of the Premises for the same period. Either Lessor or Lessee shall have the right and remedy to seek redress in the courts at any time to correct or remedy any default of the other party by injunction or otherwise, without such resulting or being deemed a termination of this Lease. If either party shall bring any action under this Lease, for the enforcement of any of its rights, then the losing party agrees in each and any such case to pay the prevailing party's reasonable attorney's fees.

19. WATER RIGHTS. Lessor makes no representations that the water rights appurtenant to the Premises and described in the exhibits to the Lease are either sufficient or

suitable for Lessee's intended use, but Lessor will actively participate in any proceeding before the State Engineer to assist in any necessary filings or proceedings if required.

20. **METERED WATER USE.** The water rights described in Exhibit "B" shall be delivered to Lessee from Lessor's existing well on Lessor's adjacent property. At Lessor's sole discretion, the water may be provided on a metered basis for purposes of determining the amount of water used by Lessee. Should Lessee use water in excess of its leased amount, Lessee shall be responsible to Lessor on January 1 and July 1 of each year for additional rent on a pro rata basis at the rate as set forth in paragraph 6. If Lessor provides water on a metered basis and Lessee uses less than its leased amount, Lessee shall be entitled to a pro rata reduction on January 1 and July 1 of each year at the rate as set forth in paragraph 6. Changes for water use will commence upon obtaining a certificate of occupancy for the first greenhouse.

21. **WAIVER.** The rights and remedies of the parties under this Lease, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by either party of any breach or default of the other shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.

22. **TOXIC OR HAZARDOUS MATERIALS.** Lessee shall not store, use or dispose of any toxic or hazardous materials in, on or about the Premises, except in compliance with applicable laws. Lessee shall be solely responsible for and shall defend, indemnify and hold Lessor, its agents and employees, harmless from and against all claims, costs and liabilities, including attorney's fees and costs, arising out of or in connection with the Lessee's storage, use or disposal of any toxic or hazardous material in, on or about the Premises including, but not limited to, removal, clean-up and restoration work and materials necessary to return the Premises, and any other property of whatever nature located on the Premises, to their condition existing prior to the date hereof. Lessee's obligations under this paragraph shall survive the termination of this Lease. If Lessee fails to comply with this paragraph, Lessee shall be in immediate default and Lessor shall have the option, without notice and without delay, to exercise its available remedies.

23. **REAL ESTATE COMMISSION.** Lessor and Lessee covenant and agree with one another that no brokers, finders or other persons were involved in procuring this Lease. Each party hereby indemnifies the other party from and against any claims for a broker's or finder's fee by, through or under such party.

24. **NOTICES.** Any notice hereunder shall be sufficient if sent by certified mail, addressed to Lessee at the Premises, and to Lessor where rent is payable, or as either party may otherwise designate in writing to the other party.

25. **SUBORDINATION.** This Lease shall be subordinate and inferior at all times to the lien of any mortgage and to the lien of any deed of trust or other method of financing or refinancing now or hereafter existing against all or a part of the real property upon which the premises are located, and to all renewals, modifications, replacements, consolidations and extensions thereof. Upon receipt of a reasonable non-disturbance agreement from such lender acceptable in form to Lessee, Lessee shall execute and deliver all documents requested by any

mortgagee or security holder to effect such subordination. In the event of a sale or assignment of this Lease, or of Lessor's interest in the Premises, or the building in which the Premises are a part are transferred to any other person because of a mortgage foreclosure, exercise of a power of sale under a mortgage or otherwise, Lessee shall attorn to the purchaser or such mortgagee or other person and recognize the same as Lessor hereunder.

26. **SUCCESSORS.** The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto.

27. **GROWPONICS NEVADA, LLC IS A LIMITED-LIABILITY COMPANY IN GOOD STANDING.** Lessee represents and warrants that now and for the entire Term, Growponics Nevada, LLC is a limited-liability company duly formed, validly existing and in good standing under the laws of the State of Nevada, its jurisdiction of formation and organization and the only jurisdiction in which the nature of its business or character of its properties require such qualification.

28. **QUIET POSSESSION.** Lessor agrees, so long as Lessee fully complies with all of the terms, covenants and conditions herein contained on Lessee's part to be kept and performed, Lessee shall and may peaceably and quietly have, hold and enjoy the Premises for the Term aforesaid, it being expressly understood and agreed that the aforesaid covenant of quiet enjoyment shall be binding upon Lessor, its heirs, successors or assigns, but only during such party's ownership of the Premises. Lessor and Lessee further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.

Title in the leasehold is subject to all exceptions, easements, and rights of way that exist as of the date first set forth above.

29. **BANKRUPTCY.** Neither this Lease nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors by operation of law or otherwise during the Term or any renewal thereof.

30. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties, and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by Lessor and Lessee after the date hereof. If there be more than one Lessee named herein, the provisions of this Lease shall be applicable to and binding upon such Lessees, jointly and severally.

31. **ESTOPPEL CERTIFICATES.** Either Lessor or Lessee shall at any time upon not less than ten (10) days' prior written notice from the other, execute, acknowledge and deliver to the requesting party or to any lender of such party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified stating the nature of such modification) and the date to which the rent and other charges are paid in advance, if any, and acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of either party or specifying such defaults if any are claimed. Any such statement may be

conclusively relied upon by any prospective encumbrancer of the Premises or of the business of Lessee.

(a) IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names. Executed in _____ originals.

LESSOR:
TOWN OF PAHRUMP

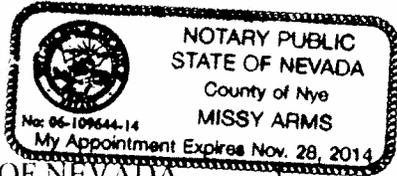
LESSEE:
GROWPONICS NEVADA, LLC

BY: Nicole Shupp
NAME: Nicole Shupp
TITLE: Chairman

BY: [Signature]
NAME: JACK KASHANI
TITLE: _____

STATE OF NEVADA)
) ss.
COUNTY OF NYE)

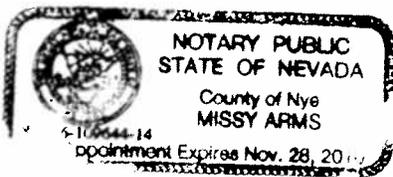
This instrument was acknowledged before me on November 29th,
2010, by Nicole Shupp as Chairman,
TOWN OF PAHRUMP, an unincorporated town.



Missy Arms
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF NYE)

This instrument was acknowledged before me on November 19th,
2010, by Jack Kashani, as managing partner,
GROWPONICS NEVADA, a limited liability corporation.



Missy Arms
Notary Public

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED
3/28/2011

DATE OF DESIRED BOARD MEETING
4/12/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision to Approve Resolution 2011-04, a Resolution Creating a Community Event Center Solutions Task Force.

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 Back-up as provided by Mrs. Endersby, Town Board member

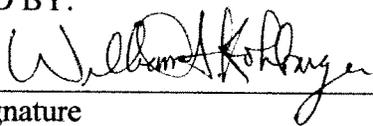
BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Mrs. Endersby, Town Board member

SPONSORED BY:

William A. Kohbarger, Town Manager

Print Name


Signature

400 N. Hwy 160

Mailing Address

(775) 727-5107 ext. 305

Telephone Number

#17

**RESOLUTION 2011-04
PAHRUMP TOWN BOARD**

**A RESOLUTION CREATING A COMMUNITY EVENT CENTER SOLUTIONS
TASK FORCE**

WHEREAS, the board wishes to establish the Community Event Center Solutions Task Force to identify and develop possible solutions for a future course of action with regards to the Ruud Community Center closure. The task force will develop one or more recommendations to the board after review of information pertaining to the investigation, forensic analysis, building assessments, final reports, documentation, interviews, expert recommendations, cost considerations, development proposals, public needs assessments, and bring it's findings to the Pahrump Town Board within a six month period; and

WHEREAS, the Community Event Center Solution Task Force will consist of nine voting members appointed by the Pahrump Town Board, including two town board and one county commissioners; the remaining six positions on the task force will be made up of a broad geographical representation of Pahrump Valley residents as well as those residing within the boundary of the Pahrump Valley; and

WHEREAS, the Charter of the Community Event Center Solutions Task Force is attached hereto as Exhibit A; now therefore,

IT IS HEREBY RESOLVED that the Pahrump Town Board establishes the Community Event Center Solutions Task Force and adopts as its charter, the charter attached hereto is exhibit A.

Motion proposed by Town Board Member:

Motion seconded by Town Board Member:

Approved and adopted this 12th day of April 2011

AYES: () NAYS: ()

Michael Darby, Town Board Chairman

Attest:

Carolene Endersby, Town Board Clerk

EXHIBIT A
RESOLUTION #2011-04

**Town of Pahrump - Community Event Center
Solutions Task Force
CHARTER, April, 2011**

I. Purpose

The purpose of the Community Event Center Solutions Task Force is to identify and develop possible solutions for a future course of action for the Ruud Community Center building and bring its findings to the Pahrump Town Board within a six month period. The task force will develop one or more recommendations to the Pahrump Town Board after review of information pertaining to the investigation, forensic analysis, building assessments, final reports, documentation, interviews, expert recommendations, cost considerations, development proposals, public needs and county/state regulations.

II. Task Force Composition

The task force shall consist of nine voting members with two alternates who shall be appointed by the Pahrump Town Board. There shall be two town board members and one county commission member who will also serve as members of the task force. The task force will be made up of a broad geographical representation of the Pahrump Valley. Selected citizen members will have no prior involvement in the Ruud Center building design, engineering or construction between 1968 and 2011.

- a. **Officers.** The officers of the task force shall include a chair, who shall be a community member selected by the task force. There will be a vice chair, in the event that the chair is absent the vice chair will preside. The chair will facilitate all meetings and seek input from the committee on agenda items necessary to complete the task force work. The designated staff will work with the chair to finalize and distribute the agenda for each meeting. The chair will ensure that discussion on agenda items is on topic, productive and professional. Finally, the chair will keep the task force focused on its charge to provide final recommendations to the Pahrump Town Board for the future of the Community Events Center.
- b. **Subcommittees.** The task force may form subcommittees to review and research particular matters and make recommendations to the task force for decisions.
- c. **Administrative support.** Town staff will supply administrative support as delegated by the Town Manager.

III. Authority

By Nevada state statute, the task force holds no authority to make commitments, sign contracts or compel any particular course of action. It is the perspective of its members and their ideas, questions and suggestions that is sought in determining the best future direction for the Community Event Center.

IV. Meetings and Documentation

- a. **Meeting Frequency and Process.** The task force will meet at least twice per month and shall have the authority to convene additional meetings, as circumstances require. The task force may invite staff members, consultants, experts or guests to its meetings to provide insight or expertise.
- b. **Documentation.** Minutes of each meeting will be prepared for the task force and the official public record. The minutes shall set forth task force member attendance, meeting date and start time, all decisions made, including the

EXHIBIT A
RESOLUTION #2011-04

reasoning behind the decisions and the steps taken to implement the decisions. In addition, the minutes shall include any reports or recommendations the task force received from outside consultants, information about those consultants, and whether those consultants or other advisors were present at the meeting. Minutes shall be reviewed and approved by the task force members and maintained by the task force staff.

- c. **Open Meeting Laws.** The task force shall adhere to NRS ??? for all meetings including public meeting notices, meetings open to the public and meetings to be held within the boundaries of the Pahrump Valley.

V. Committee Actions

- a. **Quorum.** A quorum will be a simple majority of members for all meetings. All task force members will engage in a team effort that works toward consensus. While consensus is preferred, decisions will be by majority vote of the current members of the committee. The chair may make appropriate arrangements to resolve voting deadlocks.
- b. **Conflict of interest.** A member must declare any potential or actual conflicts of interest at a public meeting (NRS???) A conflict exists if a recommendation by the task force may potentially or actually affect the finances of the task force member or a direct family member, defined as spouse, child or stepchild, parents, or siblings. If an actual conflict exists, the member must declare this fact at the beginning of the meeting at which the issue is discussed and the member must refrain from discussing or voting on the matter. For a potential conflict of interest, the member must declare this fact at the beginning of the meeting at which the issue is discussed; however the member may still discuss and vote on the issue.

VI. Task Force Responsibilities

- a. Members are expected to attend meetings regularly, participate in discussion on topics brought before the task force, work collaboratively with other task force members and the public, inform themselves and the task force on related topics through reading of handout materials and other sources of information, and participate in the decision making process, including a final recommendation to the Pahrump Town Board.
- b. Task force members are expected to abide by all Nevada statutes, Open Meeting Laws, and ethics law.
- c. The Pahrump Town Board may remove a member when it is determined to be in the best interest of the Town.

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED DATE OF DESIRED BOARD MEETING
3/28/2011 4/12/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision to Approve Formally Requesting the Nye County Commission to Re-district Nye County pursuant to the Census 2010 population numbers in order to possibly increase the number of Commissioners from the Town of Pahrump.

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:

Mr. Kulkin, Town Board member will give a verbal presentation on this item.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Mr. Kulkin, Town Board member

SPONSORED BY:

William A. Kohbarger, Town Manager
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext. 305
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
3/21/2011

DATE OF DESIRED BOARD MEETING
4/12/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Approval to accept Laurayne Murray to the Pahrump Incorporation Advisory Board

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

BRIEF SUMMARY OF ITEM:

Accepting Incorporation Advisory Board board member nominee Laurayne Murray
IAB reviewed and moved to accept at their regular meeting on 3.16.11.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Carolene Endersby

SPONSORED BY:

Carolene Endersby
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext.
Telephone Number

#19c

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
3/21/2011 4/12/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Approval to accept Sandra Darby to the Pahrump Incorporation Advisory Board

Consent Agenda Item
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:
Accepting Incorporation Advisory Board board member nominee Sandra Darby
IAB reviewed and moved to accept at their regular meeting on 3.16.11.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Carolene Endersby

SPONSORED BY:

Carolene Endersby
Print Name



Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext.
Telephone Number

19c

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED DATE OF DESIRED BOARD MEETING
3/28/2011 4/12/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Approval to accept Mr. Kory Daffer to the Pahrump Youth Advisory Board.

Consent Agenda Item
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 application. NOTE: Mr. Daffer is being brought straight to the Town Board for approval since he is the third member of the Youth AB.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Mrs. Endersby, Town Board Member

SPONSORED BY:

Mrs. Endersby, Town Board Member
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext.
Telephone Number

#19d



Town of Pahrump

400 North Highway 160 • Pahrump, Nevada 89060 • 775-727-5107 • Fax 775-727-0345 • townoffice@pahrumnv.org

February 2, 2011

Dear Volunteer;

The Town of Pahrump appreciates your volunteerism to the community. Every organization knows that its volunteers are a vital asset to its operation.

The following information is needed for our records. We are required to cover all volunteers with workman's compensation insurance. Please fill in below and return to the Pahrump Town Office or your advisory board chairman or secretary as soon as possible.

Your cooperation and dedication to the community is greatly appreciated.

(PLEASE PRINT)

Advisory Board Name: Youth Advisory Board

Name Kory Daffer Age (if under 18) [REDACTED]

Physical Address [REDACTED]

Mailing Address [REDACTED]

Day Phone # [REDACTED] Evening Phone # [REDACTED]

Cell Phone # [REDACTED] (Please let me know which phone number can be given out to the public.)

E-mail Address [REDACTED]

Date 3/10/11

Signature of Parent or Guardian for Consent [Signature]

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED
3/28/2011

DATE OF DESIRED BOARD MEETING
4/12/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Approval to accept the resignations of Mr. Dennis Gardner and Mr. Walt Grudzinski from the Pahrump Veterans Memorial AB.

Consent Agenda Item

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:

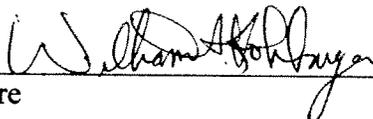
BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Pahrump Veterans Memorial A B

SPONSORED BY:

William A. Kohbarger

Print Name



Signature

400 N. Hwy 160

Mailing Address

(775) 727-5107 ext.

Telephone Number

#19e

WILLIAM A. KOHBARGER

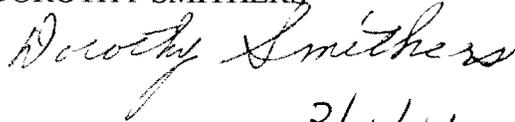
To William Kohbarger, and "Public Lands Advisory Board" members.

This letter is to inform you that as of 3/2/11, my wife "Dorothy Smithers" and my self, "Noel Smithers" resign from the "Public Lands Advisory Board." We will be out of town a lot this year. Dorothy is on call to go to Ohio at any time, maybe for a month or more. We both have a lot on our plate at this time, health issues for one thing. My only reason for being on the board was the "LAST CHANGE PARK" I can see now that we are all spinning our wheels on that project. I will continue to pick up trash on that land and run off trash dumpers as long as I can, thats all I think I can do for the cause at this point.

NOEL SMITHERS



DOROTHY SMITHERS



3/1/11

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED
3/28/2011

DATE OF DESIRED BOARD MEETING
4/12/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Approval to Change the Nuclear Waste By-laws Section III (C) add "There may be one member emeritus, a voting member, for the founder of this Advisory Board, Mary E. Wilson." Consent Agenda Item

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 NW&EAB By-laws with change.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Dr. Waters, Town Board Member

SPONSORED BY:

Mrs. Endersby, Town Board Member
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext.
Telephone Number

#199

PAHRUMP NUCLEAR WASTE AND ENVIRONMENTAL ADVISORY BOARD BY-LAWS

I. NAME

- A. The name of this committee shall be the Pahrump Nuclear Waste & Environmental Advisory Board (PNWEAB)

II. PURPOSE

- A. To act in an advisory capacity to the Pahrump Town Board and/or the Pahrump Town Manager with regard to nuclear waste and environmental issues affecting the Town of Pahrump.
- B. To make recommendations to the Pahrump Town Board and/or the Pahrump Town Manager with respect to requests for information regarding nuclear waste and environmental issues in Southern Nevada and within the Town of Pahrump.

III. MEMBERSHIP

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

IV. OFFICERS OF THE COMMITTEE

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

V. DUTIES OF OFFICERS

- A. Members of the Advisory Board shall nominate and elect officers in January of each year.
- B. The Chairman shall conduct all meetings of the Advisory Board. The Chairman or designee shall be the Advisory Board's spokesperson and shall appoint sub-committees. Quarterly, the Chairperson shall submit or cause to be submitted to the Town Board an activity report summarizing the Advisory Board's accomplishments and objectives for the next quarter. The Chairman or designee shall present all board recommendations and other matters to the Town Board.
- C. The Vice-Chairman shall assume the duties of the Chairman in his/her absence.
- D. The Secretary shall be responsible for all minutes, reports, agendas, correspondence, and records of the Advisory Board.

VI. MEETINGS

- A. All Advisory Board meetings will be held in accordance with NRS 241.
- B. The Advisory Board shall meet once a month or as necessary.
- C. A quorum consisting of a minimum of four (04) members (including alternates who are acting as members) is required for official meetings.
- D. Alternates have the right to vote in the absence of a regular member or to create a quorum.
- E. Meetings may be attended by a Town Board Member acting in the capacity of liaison to the Advisory Board. The liaison shall be an advisor to the Advisory Board and shall make recommendations from time to time as may be necessary to facilitate the purposes of the Advisory Board.

VII. VOTING RIGHTS OF MEMBERS

- A. Each seated Advisory Board member is entitled to one vote, on all matters, at any meeting attended. Alternates do not have any voting rights.

VIII. EXPENDITURES/REVENUE

- A. All expenditures, revenues and/or donations incurred and received by the Advisory Board shall be further subject to approval by the Pahrump Town Board, unless approval has been previously granted by said Pahrump Town Board.
- B. No advisory Board members shall sign any contracts or documents obligating the Town and/or Advisory Board members to any responsibility financial or otherwise.

IX. AMENDMENTS

- A. These By-Laws may be amended from time to time as required by the Pahrump Nuclear Waste & Environmental Board. Said amendments shall be subject to approval by the Pahrump Town Board.
- B. Proposed amendments to these by-laws shall require a two-thirds vote of the entire Advisory Board.

AGENDA ITEM REQUEST

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DATE AGENDA ITEM SUBMITTED
3/28/2011

DATE OF DESIRED BOARD MEETING
4/12/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision regarding a Closed Session, pursuant to NRS 288.220 for purposes of conferring with the Town's management representatives regarding labor negotiations, issues and other personnel matters.

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: Town Board

SPONSORED BY:

William A. Kohbarger, Town Manager
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED DATE OF DESIRED BOARD MEETING
3/28/2011 4/12/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Discussion and Possible Decision on labor negotiations, issues and other personnel matters presented in closed meeting regarding issues addressed in closed session.

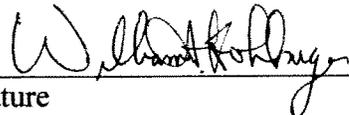
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BRIEF SUMMARY OF ITEM:

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Town Board

SPONSORED BY:

William A. Kohbarger, Town Manager 
Print Name Signature

400 N. Hwy 160 (775) 727-5107 ext. 305
Mailing Address Telephone Number