

# PAHRUMP TOWN BOARD AGENDA

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

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## TOWN OF PAHRUMP MISSION STATEMENT

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

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

The Pahrump Town Board meets the second and fourth Tuesday of each month at in the Nye County Building, 2100 E. Walt Williams Drive. Agendas are available at the Town Office on the Thursday prior to each Board meeting and are posted on the Town website at [www.pahrumpnv.org](http://www.pahrumpnv.org) Also Please find a video of our Pahrump Town Board meetings at the following link - URL **Granicus Instructions:**

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

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

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

## **SPECIAL NOTES:**

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

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

## **MEETING CONDUCT:**

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

**PAHRUMP TOWN BOARD SPECIAL MEETING  
BOB RUUD COMMUNITY CENTER  
150 NORTH HIGHWAY 160  
TUESDAY – 5:00 P.M.  
December 17, 2013  
AGENDA**

- 1. Call to Order, Moment of Silence, and Pledge of Allegiance.**
- 2. Consideration** regarding Moving the Order of or Deleting an Agenda Item(s) (For Possible Action)
- 3. Public Comment:** Action may not be taken upon matters considered during this item until specifically included on an agenda for action. – NRS241.020(2)(c)(3). (Non-Action Item).
- 4. Board and Staff Comments:** Action may not be taken upon matters considered during this item until specifically included on an agenda for action. NRS 241.020(2)(c )(3). (Non-Action Item).
- 5. Consideration** to set a date and enter into a contract with Road Shows (Randy Burke) to create a motorcycle event for Pahrump. (For Possible Action)
- 6. Concluding Public/Board/Staff Comment:** Action may not be taken upon matters considered during this item until specifically included on an agenda for action. – NRS241.020(2)(c)(3). (Non-Action Item)
- 7. Adjournment**

This notice and agenda has been posted on or before 9:00 a.m. on the third working day before the meeting at the following locations: PAHRUMP TOWN OFFICE, COMMUNITY CENTER, TOWN ANNEX, COUNTY COMPLEX, and CHAMBER OF COMMERCE  
Public comment is limited to 3 minutes, unless extended by the Town Board Chair. It is requested that advisory reports and or presentations be kept to 15 minutes. A quorum of Advisory Board members may be present at any Town Board meeting, but they will not take any formal action.

**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. five (05) 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 Nye County Complex.

DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
12/10/2013	12/17/2013

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

ITEM REQUESTED FOR CONSIDERATION:  
Consideration for possible action of moving the order of or deleting an Agenda  
Item(s).

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

BRIEF SUMMARY OF ITEM:

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STAFF COMMENTS/RECOMMENDATIONS:

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BACKUP ATTACHED:     YES                   NO

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

SPONSORED BY:

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

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

**AGENDA ITEM REQUEST**

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DATE AGENDA ITEM SUBMITTED  
12/10/2013

DATE OF DESIRED BOARD MEETING  
12/17/2013

**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:

STAFF COMMENTS/RECOMMENDATIONS:

BACKUP ATTACHED:     YES                       NO

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

SPONSORED BY:

Pahrump Town Board  
Print Name

Pahrump Town Board  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107  
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**AGENDA ITEM REQUEST**

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DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
12/10/2013	12/17/2013

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

ITEM REQUESTED FOR CONSIDERATION:  
Town Board/Staff Comments

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

BRIEF SUMMARY OF ITEM:

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STAFF COMMENTS/RECOMMENDATIONS:

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BACKUP ATTACHED:     YES                       NO

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

SPONSORED BY:

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

<u>400 N. Hwy 160</u>	<u>(775) 727-5107</u>
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## AGENDA ITEM REQUEST

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DATE AGENDA ITEM SUBMITTED  
12/10/2013

DATE OF DESIRED BOARD MEETING  
12/17/2013

CIRCLE ONE: Action Item      Non-Action Item      Presentation

ITEM REQUESTED FOR CONSIDERATION:

Consideration to set a date and enter into a contract with Road Shows (Randy Burke) to create a motorcycle event for 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:

Staff previously provided an overview of a possible motorcycle event for the Town of Pahrump. It is necessary to ascertain the Town's interest by year's end for scheduling purposes.

STAFF COMMENTS/RECOMMENDATIONS:

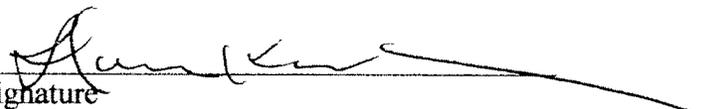
The event is projected to cost the Town of Pahrump a minimum of \$18,700 and additional costs are projected in the \$20,000 range. Also since room tax dollars are earmarked for marketing purposes, as opposed to sponsorship dollars, staff would recommend seeking an alternative supporter of this project such as one of hotel/casino properties.

BACKUP ATTACHED:       YES       NO

NAME OF PRESENTER(S) OF ITEM: Harley Kulkin, Chair

SPONSORED BY:

Harley Kulkin, Chair  
Print Name

  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107 ext.  
Telephone Number

PROPOSED AGREEMENT BETWEEN

Roadshows, Inc. and the Town of Pahrump, NV

This Agreement is between Roadshows, Inc. (hereinafter "RSI"), a Nevada corporation, and the Town of Pahrump, NV (hereinafter "Pahrump") for the performance of services by each in connection with the Base Camp to Adventure Motorcycle Rally (hereinafter the "Event") to be held in the Town of Pahrump on June \_\_-June \_\_, 2014. Collectively, the efforts of the parties regarding scheduled activities during this time period shall be referred to herein as the "Event" or "Rally".

OVERVIEW OF RESPONSIBILITIES:

**Pahrump:**

Pahrump shall be responsible for compensation, tax reporting and any benefits, including workers compensation, paid to individuals retained to perform services in connection with the Rally. Workers compensation waivers will be obtained for all Volunteers who participate in the Event.

Pahrump shall staff and operate parking areas utilized for the Event.

Pahrump shall be responsible for the retention of individuals to provide security for the Event.

Pahrump shall provide space for vendor setup, vendor registration and vendor check-in within the venue.

Pahrump shall staff and manage garbage collection for the Event.

Pahrump shall assist, where possible, in securing sponsors for the Rally.

Pahrump shall provide ground power for the vendor area and be reimbursed for vendor power fees.

Pahrump shall assist in marketing and advertising for the Event with monies available within the tourism monthly/yearly ad buy.

Pahrump shall provide written approval of the use of Event artwork to RSI.

**RSI:**

RSI shall be responsible for compensation, tax reporting and any benefits, including workers compensation paid to individuals who are retained to perform services in connection with the Event and individuals other than those employed by Pahrump.

RSI shall be responsible for management, registration, electricity sales, set-up and striking of vendors within the Event.

RSI shall be responsible for obtaining insurance coverage, including general liability and alcohol coverage in connection with activities scheduled in connection with the Rally.

RSI shall be responsible for managing registration, entertainers and vendors in connection with the Event.

RSI shall create and distribute participant and vendor registration forms via mail, internet and in person.

RSI shall create Event artwork, event program and textiles for exclusive retail sales in connection with the Base Camp to Adventure Rally.

RSI shall market the Event on the Internet, direct electronic mailings, direct mail, vertical motorcycle publications and distribute material at regional and national motorcycle events.

The parties agree, notwithstanding, the above delineated responsibilities to work together to market and advertise the Event and to work cooperatively to assist vendors and participants in the Event.

Pahrump shall provide the sum of \$18,700.00 for exclusive rights as **presenting sponsor** of the 2014 Base Camp to Adventure Rally. In no event, however, shall Pahrump be responsible for any amounts, other than those delineated responsibilities, and those in excess of projected income less expenses.

### **Insurance**

Commencing no later than December 1, 2014 each of the parties shall have and keep in force public liability insurance policies, naming the other party as an additional insured, issued by a company authorized to do business in the State of Nevada, with liability coverage provided for bodily injury and property damage by a base policy with combined single limit coverage of at least One Million Dollars per occurrence. Such policy(ies) shall require the insurer to give the additional insured at least thirty days advance notice of any cancellation or material modification thereof.

### **Indemnity**

Each of the parties hereby agrees that it will indemnify and hold harmless the other party from and against any and all liability, loss, charges, damages, costs or expenses that the other may hereafter sustain, incur or be required to pay as a result of the willful or negligent act or omission by the party, its employees, agents or representatives or resulting from the failure of the party to perform or observe any of the terms of this Agreement in connection with the Event/Rally. The provisions of this paragraph shall not apply to liabilities, losses, charges, costs or expenses caused or resulting from the acts or omissions of the other party or any of its officers, employees, agents or representatives.

**Miscellaneous**

Nothing contained herein or in any other Agreement between the parties shall be deemed or construed as creating the relationship of principal and agent or partnership or joint venture between the parties.

There are no oral or other written agreements between the parties hereto that affect this Agreement. This Agreement cannot be changed or terminated except by 90 days notice provided to either party and only by a written agreement signed by both parties.

The forum for resolution of disputes between the parties shall be within the jurisdiction of Clark County, Nevada. The parties agree to submit to the jurisdiction of said court and the laws of the State of Nevada shall be applied to any dispute between the parties under this Agreement. The non-prevailing party shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by the prevailing party in enforcing the covenants and provisions of this Agreement.

This Agreement shall be effective as of the date written below and shall continue in force until such time as the parties have finally reconciled between them all revenue and expenses arising out of the Event. At that time, the agreement shall terminate. Pahrump shall have first right of renewal.

Agreed to this \_\_\_ day of \_\_\_\_\_ 2013.

Roadshows, Inc.

Town of Pahrump

\_\_\_\_\_

\_\_\_\_\_

Randy Burke, President

Susan Holecheck, Town Manager

Base Camp to Adventure Rally

<b>Income</b>	<b>Budget Amount</b>	<b>Notes</b>
Concessions	\$ 3,000.00	
Participant Registration	\$ 5,000.00	\$100.00 x \$50.00
Specialty Sales	\$ 8,000.00	Caps, Shirts, etc. Although indicated as income, this amount will be reflected in expenses as well due to cost of creation.
Sponsors/Grants	\$ 8,000.00	
Vendor Registration	\$ 4,000.00	100 vendors x \$40.00 a booth
VIP Parties (2)	\$ 2,000.00	
Town of Pahrump Sponsorship	\$18,700.00	This amount is non-refundable as presenting sponsor.
Income Total	\$48,700.00	

<b>Expenses</b>	<b>Budget Amount</b>	<b>Notes</b>
Advertising/Promotion	\$5,000.00	This amount is in excess of those marketing dollars utilized by the Town of Pahrump from tourism ad buys.
Awards/Trophies	\$ 500.00	
Donations	\$ 500.00	It is the desire of the parties that should income exceed expenses, community donations can be afforded
Entertainment	\$8,000.00	It is proposed to have to bands Friday, Saturday and Sunday
Equipment Rental	\$1,000.00	Anticipated equipment includes lifts, generators, etc.
Event Supplies/Expense	\$ 500.00	
Fees & Licenses	\$ 200.00	
Fuel	\$ 500.00	Anticipated fuel cost for generators
Insurance	-0-	RSI to pay
Payroll/Labor	\$4,000.00	This cost is projected should volunteers be unavailable to sufficiently man the Event.
Printing/Copying	\$ 500.00	
Office Expense	\$ 500.00	Mailing of vendor applications, registrations, etc.
Safety/Medical	\$ 500.00	Cost to employ necessary EMTs
Security	-0-	Pahrump to pay Estimated \$500.00
Parking	-0-	Pahrump to pay Estimated \$0
Sound/Staging	\$5,000.00	
Specialty Sales	\$4,000.00	This is the cost to generate specialty items, i.e. caps, shirts, etc.
Sponsors/VIP	\$2,000.00	

Vehicle Rental	\$1,000.00	Additional transport if needed for staging, lifts, etc.
Waste Management	-0-	Pahrump to pay Estimated \$350.00
VIP Parties	\$2,000.00	
Venue Rental	-0-	
Expenses Total	\$35,700.00	RSI responsible for expenses exceeding income

MEMO  
TOWN OF PAHRUMP  
PTCC MEETING AGENDA ITEM  
MEETING DATE: 11-07-13

TO: Pahrump Tourism & Convention Council

FROM: Arlette Ledbetter, Tourism Director

DATE: 11/07/13

RE: Discussion and Possible Decision regarding PTCC comment or recommendation regarding the Roadshows, Inc motorcycle event proposal.

**1.) Background**

Town Board member Harley Kulkin presented an agenda item to the Town Board on December 11, 2012. "Mr. Kulkin motioned to move forward and bring back a contract between the Town of Pahrump and Roadshows Incorporated". Dr. Waters seconded. Please see the attached minutes from the Town Board meeting.

The Town Board issued a directive to staff to seek an agreement with Roadshows Incorporated (RSI). The Town Manager and Tourism Director had a phone conference with Randy Burke of Roadshows Inc. and the proposal is a result of that conversation.

The event requires the Town of Pahrump to participate as the "presenting Sponsor" at a fee of \$18,700 minimum with an additional cost for security, parking, staffing, grant writing, securing sponsorship and more. The additional costs are undetermined at this time.

PTCC has provided marketing to events in the Town of Pahrump. The tourism funds are not designed for sponsorship. Sponsorship does not provide a return on the investment to the room tax fund. If any event brought 100 rooms at \$100.00 per night the room revenue would be \$30,000. The room tax generated would be \$2,700. If we sponsor an event for \$30,000 and receive in return \$2,700 it won't be long for the fund to be depleted.

This proposal entertains the following questions: Is the Town of Pahrump in the events business? Where is the adequate funding and staffing for such a venture? Is the town in the sponsorship business? Again, where is the funding for such a venture?

**2.) Fiscal Impact**

The state and town tourism room tax fund would be negatively impacted in event sponsorship. The return on investment is not sufficient. Annualized sponsorship requires

MEMO  
TOWN OF PAHRUMP  
PTCC MEETING AGENDA ITEM  
MEETING DATE: 11-07-13

participation and long term investment. Additionally, there are no criteria to determine who receives sponsorship and who does not. Almost any event could cite precedent and preferential treatment demanding the Town sponsor "their" event too.

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

The PTCC moves to recommend to the Pahrump Town Board based on the PTCC's purpose, and their mission and history of providing marketing support to special events through the grant program currently in place, **the PTCC moves to recommend to the Town Board marketing support can be provided in the form of the existing advertising and added value buys and does not recommend sponsorship funding for this or any special event.**

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

**AGENDA ITEM REQUEST**

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DATE AGENDA ITEM SUBMITTED 12/10/2013	DATE OF DESIRED BOARD MEETING 12/17/2013
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**CIRCLE ONE:**    Action Item                      Non-Action Item                      Presentation

ITEM REQUESTED FOR CONSIDERATION:  
Concluding Public/Board/Staff Comment

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

BRIEF SUMMARY OF ITEM:

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STAFF COMMENTS/RECOMMENDATIONS:

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BACKUP ATTACHED:     YES                       NO

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

SPONSORED BY:

Pahrump Town Board  
Print Name

Pahrump Town Board  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107  
Telephone Number

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DATE AGENDA ITEM SUBMITTED <u>12/10/2013</u>	DATE OF DESIRED BOARD MEETING <u>12/17/2013</u>
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CIRCLE ONE: Action Item      Non-Action Item      Presentation

ITEM REQUESTED FOR CONSIDERATION:  
Adjournment

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

BRIEF SUMMARY OF ITEM:  
Good Night Pahrump Citizens, Town Board, and Staff.

BACKUP ATTACHED:       YES       NO

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

SPONSORED BY:

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