

# PAHRUMP TOWN BOARD AGENDA

Harley Kulkin Chair	Bill Dolan Vice-Chair	Tom Waters Clerk	Robert Adams Member	Amy Riches 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 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](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 MEETING  
NYE COUNTY ADMINISTRATIVE COMPLEX  
2100 E WALT WILLIAMS DRIVE  
TUESDAY – 7:00 P.M.  
August 27, 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. Announcements** (Non-Action Item).
- 4. 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).
- 5. 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).
- 6. Consent Agenda Items:** (For Possible Action)
  - a. For Possible Action – Approval of Town Vouchers.
  - b. For Possible Action – Approval of Town Board meeting minutes for August 13, 2013.
  - c. For Possible Action – Approval to cancel Pahrump Town Board meeting currently scheduled for September 10, 2013 and authorizing the signing committee to approve the accounts payable for the aforementioned date.
- 7. Advisory Board Reports** from Advisory Board Chairpersons and/or Town Board Liaisons on the Status of Advisory Boards. (Non-Action Item)
- 8. Consideration** to retain and keep in place those Goals & Objectives as submitted for the previous Town Manager for the 6 month contract period of the Interim Town Manager and kept in place until revocation by the Town Board or items are completed (For Possible Action.)
- 9. Consideration** to award consultant contract for the completion of a financial feasibility study in connection with the proposed general aviation airport. (For Possible Action).
- 10. Consideration** to either seek a renewal of the Pyrotechnic Fireworks contract or to issue a new RFP for alternate organizations to bid for an award for the 2014 Fourth of July fireworks event in the Petrack. (For Possible Action).
- 11. Consideration** of creating a permanent Agenda Item for the CFO’s bi-weekly financial report. (For Possible Action).

12. Consideration to approve a new Federal Aviation Administration (FAA) Grant for the completion of Phase II of the Environmental Impact Statement (EIS) for the Proposed Pahrump Valley General Aviation Airport in the amount of \$800,000 in which the Town's contribution is 5% or \$40,000. (For Possible Action).
13. **Consideration** for approval of a contract between Bogus Productions and Town of Pahrump for the use of their stage for the Entertainment at the Pahrump 2013 Fall Festival (For Possible Action).
14. **Consideration** to approve WJRA to use the Arena on October 26 & 27, 2013 for a two day event and waive one day's fee. (For Possible Action).
15. **Consideration** to approve Wild West Extravaganza the use of the Arena on October 6, 2013 and the snack bar on October 5 and 6, 2013 as approved by the Arena Advisory Board on July 11, 2013 and waive all fees. (For Possible Action).
16. **Consideration to Adjourn to Possible Decision Closed Session**
  - a. To receive information and advice from the Town Attorney regarding potential or existing litigation pursuant to NRS 241.015(2)(b)(2). (Non-Action Item)
  - b. For purposes of conferring with the Town's Management Representatives Regarding Labor Negotiations. (Non-Action Item)
17. **Future Meetings/Workshops: Date, Time and Location** (Non-Action Item)
18. **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)

## 19. 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  
8/15/2013

DATE OF DESIRED BOARD MEETING  
8/27/2013

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).

*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:

Pahrump Town Board  
Print Name

*Pahrump Town Board*  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107 ext.  
Telephone Number



# Announcements

August 27th, 2013

- The following advisory boards are currently scheduled to meet in the 'A' Room of the Bob Ruud Community Center:
  - Community Center/Civic Center Advisory Board on September 4<sup>th</sup> at 5:00pm
  - Parks & Recreation Advisory Board on September 18<sup>st</sup> at 6:30pm
  - Veterans' Memorial Advisory Board on September 19<sup>th</sup> at 6:00pm
  
- The following advisory boards are currently scheduled to meet in Town Annex:
  - Public Lands Advisory Board on September 3<sup>rd</sup> at 7:00pm
  - PTCC Advisory Board on September 5<sup>th</sup> at 8:00 am.
  - Nuclear Waste and Environmental Advisory Board on September 6<sup>th</sup> at 1:00pm
  - Youth Advisory Board on September 11<sup>th</sup> at 2:30pm
  - Arena Advisory Board on September 12<sup>th</sup> at 7:00pm
  
- The Social Security Administration will be in the 'A' and 'B' Rooms of the Bob Ruud Community Center on September 24<sup>th</sup> from 9am-11am.
  
- The Prostate Cancer support group meets 6pm on the 4th Thursday each month in the hospital training room.
  
- The Following Movies are scheduled to play at Ian Duetch Park for Movie in the park:
  - August 24<sup>th</sup>- ***Dark Knight Rises***



**AGENDA ITEM REQUEST**

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DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
8/15/2013	8/27/2013

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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:

Pahrump Town Board  
Print Name

*Pahrump Town Board*  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107  
Telephone Number



**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. 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
8/15/2013	8/27/2013

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

ITEM REQUESTED FOR CONSIDERATION:  
Consideration for possible action of approving Town Board Minutes for August 13, 2013 Consent Agenda Item (6b).

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

BRIEF SUMMARY OF ITEM:  
See attached August 13, 2013 minutes

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STAFF COMMENTS/RECOMMENDATIONS:

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BACKUP ATTACHED:     YES             NO

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

SPONSORED BY:

<u>Pahrump Town Board</u> 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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**PAHRUMP TOWN BOARD MEETING  
NYE COUNTY ADMINISTRATIVE COMPLEX  
2100 E WALT WILLIAMS DRIVE  
TUESDAY – 7:00 P.M.  
August 13, 2013  
Minutes**

*PRESENT:*

*Town Board:*

*Harley Kulkin  
Bill Dolan  
Dr. Tom Waters  
Robert Adams  
Amy Riches*

*Staff:*

*Susan Holecheck, Town Manager  
Bret Meich, Legal Counsel  
Scott Lewis, Fire Chief  
Matt Luis, Buildings & Grounds Manager  
Stephanie Massimino, Executive Assistant  
Arlette Ledbetter, Tourism Coordinator  
Alex Crow, Business License Technician*

**1. Call to Order, Moment of Silence, and Pledge of Allegiance.**

*Mr. Kulkin called the meeting to order  
Dr. Waters lead the Moment of Silence and Pledge of Allegiance.*

**2. Discussion and Possible Decision regarding Moving the Order of or Deleting an Agenda Item(s).**

*Ms. Holecheck pulled item 8-11 due to legal verbose. She stated by pulling these items it would allow the Town to review all Agenda Item Request formats and change them to include more information and to allow the board to be more transparent.*

**Mr. Dolan motioned to continue agenda items 8 through 11 to the August 27th meeting.  
Dr. Waters seconded.  
Motion carried, 5-0.**

**3. Presentation to the Pahrump Town Board from Pahrump Tourism & Convention Council on behalf of Noble Studios and the 19<sup>th</sup> Annual Communicator Awards in recognition of excellence in copy/writing and tourism.**

*Arlette Ledbetter presented the award of excellence on behalf of Noble Studios and the 19th Annual Communicator Awards in recognitions of tourism's copy/writing to the Pahrump Town Board.*

**4. Announcements**

*Announcements were read by Dr. Waters.*

5. 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).

*Public comment was heard.*

*Dr. Waters thanked everyone who wished him well after his absence.*

*Mrs. Riches stated that she appreciated every ones comments.*

*Mr. Dolan stated that the Town and County were both working together to make sure the Town does grow in the best way possible. He also noted that the court ruled in favor of moving Yucca Mountain forward.*

*Ms. Holecheck thanked NDOT, Nye County, and Pahrump Fire Department for their hard work with the storm we recently had that caused flood damage.*

6. Discussion and Possible Decision Consent agenda items:
- a. For Possible Action – Approval of Town Vouchers.
  - b. For Possible Action – Approval of Town Board meeting minutes for July 23, 2013.
  - c. For Possible Action – Cancellation of background check to be performed by David Gleason and reissuance of contract to be signed by Human Resources Director.
  - d. For Possible Action – Resolution No. 2013-07 authorizing new signature additions and deletions to the Town Bank Accounts.

**Mr. Dolan motioned to approve items 6a-6d.**

**Mr. Adams seconded.**

**Motion carried, 5-0.**

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

*Dr. Waters stated the Youth Board went before the Nye County School Board with the recommendations they had brought before the board earlier.*

*Mr. Dolan stated the Arena Advisory Board is moving forward on all projects.*

*John Pawlak chair of Nuclear Waste and Environment Advisory Board reminded the board of the Nevada Site Specific Advisory Board would be at the Nuclear Waste and Environment Advisory Board meeting August 21 at the Bob Rudd Community Center at 5:00 pm. He also stated the Nuclear Waste and Environment Advisory Board would have a Fall Festival Booth.*

*Arlette Ledbetter updated the board that Albertson now has brochures for Tourism. Art and Sol are now combining with High Desert Film Festival for next year's Memorial Day event.*

*Jose Tellis gave the Pahrump Town Board an update for the Pahrump Women Veterans celebration in November.*

8. Discussion and Possible Decision to retain and keep in place those Goals & Objectives as submitted for the previous Town Manager, Bill Kohbarger for the 6 month contract period of the Interim Town Manager and kept in place until revocation by the Town Board.

*Moved to the August 27th, 2013 Meeting.*

9. Discussion and Possible Decision to Award Consultant Contract for the Completion of a Financial Feasibility Study in Connection with the Proposed General Aviation Airport

*Moved to the August 27th, 2013 Meeting.*

10. Discussion and Possible Decision to either seek a renewal of the Pyrotechnic Fireworks contract or to issue a new RFP for alternate organizations to bid for an award for the 2014 Fourth of July fireworks event in the Petrack

*Moved to the August 27th, 2013 Meeting.*

11. Discussion and Possible Decision to create a permanent Agenda Item for the CFO's bi-weekly financial report.

*Moved to the August 27th, 2013 Meeting.*

12. Discussion regarding status report on the completion of Fire Station 3 Living Quarters.

*Mr. Lewis, Mr. Luis, and Mr. Sultry updated the board about the Fire Station 3 Living Quarters. They said it is complete and came in under budget and ahead of schedule.*

*The Pahrump Town Board stated good job and congratulations to the Fire Department and everyone involved for their completion of Living Quarters 3.*

13. Discussion and Possible Decision Closed Session

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

**Dr. Waters motioned to go to closed session.**

**Mr. Dolan seconded.**

**Motion carried, 4-0 with Mrs. Riches absent from the vote.**

14. Future Meetings/Workshops: Date, Time and Location

*Ms. Holecheck stated that due to the Nevada League of Cities the September 10th, 2013 there for the Town Board meeting for that day will be cancelled.*

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

*Public comment was heard.*

**16. Adjournment**

*Meeting adjourned at 9:15 p.m.*

**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
8/15/2013	8/27/2013

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

**ITEM REQUESTED FOR CONSIDERATION:**

Consideration for possible action of cancelling the Pahrump Town Board meeting currently scheduled for September 10, 2013 and authorizing the signing committee to approve the accounts payable for the aforementioned date (Consent Agenda 6c)

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

**BRIEF SUMMARY OF ITEM:**

The Nevada League of Cities has adjusted its Annual Conference to be held from September 10-12, 2013 and attendance at such conference will prevent the quorum necessary for the Town Board meeting.

**STAFF COMMENTS/RECOMMENDATIONS:**

Staff would recommend approval and add that the Town Manager is a voting delegate to the Conference and her attendance is necessary as well.

BACKUP ATTACHED:     YES             NO

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

**SPONSORED BY:**

Susan Holecheck  
Print Name

  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107 ext.  
Telephone Number

**AGENDA ITEM REQUEST**

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DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
8/15/2013	8/27/2013

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

ITEM REQUESTED FOR CONSIDERATION:  
Advisory Board Reports

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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:    Town Board & Advisory Boards

SPONSORED BY:

Pahrump Town Board  
Print Name

*Pahrump Town Board*  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107  
Telephone Number

# Town of Pahrump Advisory Board Meeting Schedule

Current as of August 2013

<b><u>1<sup>st</sup> Monday</u></b>	<b><u>1<sup>st</sup> Tuesday</u></b> Public Lands Advisory Board <i>Mr. Adams</i> <i>Annex</i> <i>6:30pm</i>	<b><u>1<sup>st</sup> Wednesday</u></b> Civic Center Advisory Board <i>Mr. Kulkin</i> <i>Community Center</i> <i>Room 'A' 5:00pm</i>	<b><u>1<sup>st</sup> Thursday</u></b> Tourism Convention Counsel <i>Mr. Adams</i> <i>Community Center</i> <i>Room 'A' 8:00am</i>	<b><u>1<sup>st</sup> Friday</u></b> Nuclear Waste & Environ. AB <i>Mrs. Riches</i> <i>Annex</i> <i>1:00pm</i>
<b><u>2<sup>nd</sup> Monday</u></b>	<b><u>2<sup>nd</sup> Tuesday</u></b> Town Board Meeting <i>County Chamber 7pm</i>	<b><u>2<sup>nd</sup> Wednesday</u></b> Youth Advisory Board <i>Dr. Waters</i> <i>Annex</i> <i>2:30pm</i>	<b><u>2<sup>nd</sup> Thursday</u></b> Arena Advisory Board <i>Mr. Dolan</i> <i>Annex</i> <i>7:00pm</i>	<b><u>2<sup>nd</sup> Friday</u></b>
<b><u>3<sup>rd</sup> Monday</u></b>	<b><u>3<sup>rd</sup> Tuesday</u></b>	<b><u>3<sup>rd</sup> Wednesday</u></b> Parks & Recs Advisory Board <i>Mr. Kulkin</i> <i>Community Center</i> <i>Room 'A' 6:30pm</i>	<b><u>3<sup>rd</sup> Thursday</u></b> Veteran's Mem. Advisory Board <i>Dr. Waters</i> <i>Community Center</i> <i>Room 'A' 6pm</i>	<b><u>3<sup>rd</sup> Friday</u></b>
<b><u>4<sup>th</sup> Monday</u></b>	<b><u>4<sup>th</sup> Tuesday</u></b> Town Board Meeting <i>County Chamber 7pm</i>	<b><u>4<sup>th</sup> Wednesday</u></b>	<b><u>4<sup>th</sup> Thursday</u></b>	<b><u>4<sup>th</sup> Friday</u></b>



**AGENDA ITEM REQUEST**

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DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
8/15/2013	8/27/2013

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

ITEM REQUESTED FOR CONSIDERATION:  
Consideration for possible action of retaining in place those Goals & Objectives as submitted for the previous Town Manager for the 6 month period of the Interim Town Manager and kept in place until revocation by the Town Board or completion.  
***If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.***

BRIEF SUMMARY OF ITEM:  
A copy of the current 2013 Goals & Performance Objectives is attached.

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STAFF COMMENTS/RECOMMENDATIONS:  
Staff recommends approval.

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BACKUP ATTACHED:     YES             NO

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

SPONSORED BY:

<u>Tom, Waters</u>	
Print Name	Signature
<u>400 N. Hwy 160</u>	<u>(775) 727-5107 ext.</u>
Mailing Address	Telephone Number

**2013 Goals & Performance Objectives**

Date Started/ Activity	Goal	Jul-13	Projected Completion Date
		<p>#1 - Groundbreaking for fair ground to include arena soccer fields, parking lot, well and septic as Town's first utility which would include having to press State Legislature for waiver from UINC service area this would not have to be more than 60 to 80 acre possible north west side off of Ironwood Street and could be or should be a joint venture with Nye County as this land has been labeled Nye County Fair Grounds. Large outdoor amphitheaters could be made out of the large ravines with some creative grading and conform to flood control in mind. There should be enough high ground to flatten off for a large carnival to set up and if construction companies will trade work for in-kind grading, then work could begin shortly after plans are drawn up. he concept is much like Logandale/Clark County fairgrounds flat land and large steel buildings for events and auctions/show of livestock events, barn dances, etc. Keep it simple, many places today host western theme events and draw large crowds, such as county fairs/rodeos.</p>	
10/18/2011		Staff (Finance Director & Town Manager) met with County staff to discuss moving forward with a well and soccer field development. Set another meeting w/County Staff for early November to involve Town's Engineer.	10/18/2013 (24-Months)
11/14/2011		Staff (Finance Director, Buildings & Grounds Mgr and Town Manager) met with County staff to discuss moving forward with a well, soccer fields and Detention Basin development. Discussed where these areas could be constructed.	
12/7/2011		Staff (Finance Director and B & G Mgr) met with County staff to continue discussions pertaining to this project.	
1/18/2012		Staff (TM, B&G Mgr, FD, and CB&DS Mgr) met to discuss moving forward with plans. FD will be requesting drainage plans from GC Wallace to assist in moving forward.	
4/19/2012		Town Manager discussed moving forward with Road development into Fair Grounds area off of Gamebird with County staff. Set addition meetings for April 20th & 23rd to meet again on issues.	
4/20/2012		Town Manager met with County staff and Environmental Consultant (MEG) to discuss moving the process forward to expend two of the HUD grants that the Town and County obtained. Set another meeting for April 26, 2012 in addition to the April 23, 2012 meeting.	
4/23/2012		Staff (TM, B&G Mgr, and FD) met with County staff and MEG put the final pieces together to move forward in expending the HUD grants.	
4/23/2012		Staff (B&G Mgr) met with GC Wallace to create the plans for the 27-acre sport complex.	
4/27/2012		Staff (TM & FD) met with MEG to discuss the 27-acre sport complex and discuss EA.	
5/7/2012		Staff (TM, B&G Mgr, and FD) reviewed the final EA paperwork as submitted by MEG and approved sending same to HUD for permission to move forward.	
5/10/2012		Staff (TM, B&G Mgr, and FD) received and reviewed the 27-acre sport complex plans and approved same.	
5/14/2012		Town Manager contacted HUD (Anupama Abhyankar (Pam) CPD Specialist Congressional Grants Division)	
5/15/2012		All paperwork was sent to HUD for approval to move forward.	
5/18/2012		Staff (TM, B&G Mgr and FD) will meet with the County staff to discuss plans pertaining to the well.	

**2013 Goals & Performance Objectives**

Date Started/ Activity	Goal	Jul-13	Projected Completion Date
6/8/2012		The Town published a Notice of Intent to Request Release of Funds.	
6/12/2012		Town Board Approved the Scope of Work for GC Wallace to provide Engineering Services for a Fairgrounds Topographic Survey in an amount not to exceed \$35,000 payable from the Fairgrounds Room Tax Fund	
6/22/2012		Town Manager received email from MEG pertaining to USFWS paperwork that needed to be completed.	
6/28/2012		Town Manager completed USFWS paperwork and sent same to USFWS Representative (Mr. Senn)	
7/2/2012		Town Manager received email from Mr. Senn indicating that USFWS signed off on the paperwork.	
7/10/2012		USFWS Endangered Species Act Informal Consultation Form	
7/16/2012		Staff (Asst Finance) sent all completed paperwork (Request for Release of Funds) to HUD.	
8/14/2012		Unfortunately there are no extensions given on these grants. HUD does not have the authority to grant an extension. The Treasury recaptures any unused funds at the end of the fiscal year. Thank you,	
		Anupama Abhyankar (Pam) CPD Specialist Congressional Grants Division Office of Community Planning and Development US Department of Housing and Urban Development	
8/15/2012		Town Manager contacted Senator Reid's Office for assistance.	
8/27/2012		Hi Bill: As promised I had our DC office review your request for an extension of the HUD grant, but I do not have good news. Because the town hasn't used the money over the past six or seven years, HUD is rescinding their unused funds. Unfortunately, as HUD indicated In their April 2012 letter to you, the requirement to rescind unspent funds is in statute and cannot be waived or extended by the Department. We cannot overrule statutory requirements here. Let me know any thoughts you have. Robert Elliott Southern Nevada Director for HARRY REID	
8/29/2012		Town Manager and GC Wallace sent a Notice to Proceed Letter to Patriot Construction \$30,000.00 was submitted	
10/29/2012		The Dirt work at the Fairgrounds started.	
10/31/2012		Town staff received the following email: <u>Gentlemen: This e-mail is to let you know that as of October 26th, 2012 (last Friday) at 5:00 pm PDT, Darling Environmental &amp; Surveying, Ltd. completed its clearance of the Fairgrounds parcel and fence line. The site was cleared by examining and excavating all burrows along and within the boundaries of the planned fence line The construction fence was completed, intact, and no tortoises or their sign were encountered during the pre-construction clearance. Regards MaryEllen C. Giampaoli.</u>	
11/1/12		Town Manager received a "cc" email from Ms. Darling, Town Consultant in which Ms. Darling was sending Progress Reports to the Fish & Wildlife as per the agreement.	
Dec-12		Town Staff (B&G Mgr and Town Manager) received the several progress reports from GC Wallace pertaining to the work started/completed on the Fairgrounds. The following are those reports combined: <u>Completed Construction tortoise fence along perimeter of project site; Completed clear and grub activity; Commerce rough</u>	

**2013 Goals & Performance Objectives**

Date Started/ Activity	Goal	Jul-13	Projected Completion Date
		<p><u>grading activity and compacting along roadway and parking lot; 0Dust control via water spraying; Rough grading of soccer area; Type 2 material installed in parking lot area and roadway; Installation of 48 inch CMP storm drain in Dalton Street.</u></p>	
12/10/12		<p>Town Staff (B&amp;G Mgr, Town Manager &amp; GC Wallace) received an email from the Town Consultant (Ms. Darling) on the RECOMMENDED SPECIFICATIONS FOR DESERT TORTOISE EXCLUSION FENCING. More guidelines as set forth by the Federal Government.</p>	
1/15/2013		<p>Staff (B&amp;G Mgr &amp; Town Manager) received an email advising that the Paving for the project is tentatively set for Monday (1/21).</p>	
1/30/2013		<p>Paving was completed!</p>	
2/4/2013		<p>The Town started working on a ground opening (Ribbon Cutting) event for the Fairgrounds. Tentative date is set April 27, 2013.</p>	
Mar-13		<p>The Town has properly expended the entire 2nd HUD Grant (\$297,000).</p>	
4/23/2013		<p>The Town Board awarded Tiberti Fencing Company Bid #2013-02 for \$103,000.00 to install a Regular Chain Link Fence and Tortoise Fence around the graded 27 acres.</p>	
Jun-13		<p>Staff (Town Manager &amp; B&amp;G Mgr) met with GC Wallace to work on several issues concerning the grading of the 27 acres.</p>	
Jul-13		<p>GC Wallace has completed the rest of the grading. The Town's Tortoise Consultant (Ms. Darling) was in town on July 01, 2013. The email stated as follows: <u>No tortoises and no sign of tortoises (burrows, scat, tracks, etc) were detected on or adjacent to the Town of Pahrump Fairgrounds Project site shown on the attached map. Tortoises are underground during hot summer months and normally will not move again until later in the year. Surface work can continue at the site without a tortoise monitor until September 1, 2012. If tortoises are seen, crews need to avoid harm including touching them and I need to be contacted. As of September 1, 2013 the tortoises will become active again and could move onto the site</u></p>	
Jul-13		<p>Due to the Fire on the Mountain, the additional grading has been placed on hold due to the fact that the Fairgrounds property is being utilized as a filling station for the helicopter operations. Once the area has been cleared, staff (Mr. Luis, B&amp;G Mgr) will contact GC Wallace to give the go ahead.</p>	
7/9/13		<p>The Town Board approved the phrase for the signs to be placed on the Fairgrounds property. The phrase states: "Pahrump Nye County Fairgrounds".</p>	
7/10/13		<p>Town Manager ordered the above mentioned sign from Quality Signs.</p>	

**2013 Goals & Performance Objectives**

Date Started/ Activity	Goal	Jul-13	Projected Completion Date
		<p><b>#2</b> - Bring back graffiti Clean-Up as a monthly volunteer day to help clean up Pahrump, use time in between dates to contact property owner for release to be signed, setup paint collection/donation maybe Home Depot, Ace or Wal*Mart will contribute. It is important that this has a very low/no impact cost to the Town. Mr. Darby would be happy to be the point person for this with you.</p>	
10/20/2011		Town Manager contacted Sheriff Office to determine where what level the Graffiti program is currently operating. Capt. Becht advised that the program is still in operation and that the S.O. has not received any requests within the past month or two to remove graffiti.	On-Going
11/2/2011		Staff (TM, B & G Mgr & Fire Chief) to discuss being proactive with this program. We Having their staff report on areas that contain graffiti while they are out interacting within the community.	
12/19/2011		During a Dept Head meeting Staff (Fire Chief and B & G Mgr) advised that their staff members are checking as they drive around Town.	
1/18/2012		B & G Mgr submitted a property with graffiti on their block wall. TM will be contacting the S.O. to report the property and further requesting mediation of same. (400 Block Courtney @ Point Dr)	
11/19/2012		Town Manager received an email from an Advisory Board member advising on two properties that contain Graffiti.	
12/4/2012		After numerous attempts the Town Manager finally contacted the prospective owners via Telephone requesting permission to either clean the graffiti from the tank or have them cleaned. The Town has requested permission to paint a Mural on the Tank.	
12/6/2012		Town Manager received permission from the land owners to remove the graffiti on their property. Mr. Pawlak obtained the services of PAC to paint a mural over the graffiti.	
12/11/2012		Town Manager received a complaint from a citizen via email and forwarded same to Mr. Luis and Capt Becht.	
12/20/2012		Town Manager received an email from B&G Mgr that the County Graffiti Sprayer is down and that the County is fixing same.	
1/16/2013		Town Manager sent an email to Mr. Pawlak requesting an update on the above listed water tank project.	
1/22/2013		<p>Town Manager received the following email from Mr. Pawlak: <u><i>I met with the artist an hour ago. His name is George Wilson from the Pahrump's Arts Council. He'd like to have a sky blue primer applied to the tank in question after power washing the 16ft. walls so that the paint will adhere. This way there is minimal liability issues with painting the tank if there are no ladders being used. I suggested using Community Service people from Drug Court for this service. After they finish, George and other artists will paint the mural that we so sorely need. Now, we have to sell the idea to Drug Court and see if we can move forward with this project.</i></u></p> <p>Mr. Pawlak was advised that the Town owned a power washer and to please contact Mr. Luis to set a date and</p>	

**2013 Goals & Performance Objectives**

Date Started/ Activity	Goal	Jul-13	Projected Completion Date
May-13 Jul-13	time to get this project moving. Funds were placed in the Building & Grounds budget to address this issue. Staff (Mr. Luis, B&G Mgr) is putting together a game plan.		
10/13/2011  10/25/2011  11/14/2011  12/2/2011  12/20/2011  12/23/2012  6/4/2012 6/12/2012		<p data-bbox="226 542 1818 581"><b>#3 - Complete Last Chance Park</b></p> <p data-bbox="296 589 1703 776">Town Manager and Mr. Adams, PLAB met with BLM staff to discuss Trails Program and Last Chanced Park. BLM advised that they have funds to mitigate the Last Chance property in question. A teleconference has been arranged for October 25, 2011 involving Town staff (Town Manager and Mr. Adams), BLM (Mr. Spencer, Field Manager and Ms. Sprowl, BLM Archeologist) and Ms. Palmer, State Historical Preservation Office staff.</p> <p data-bbox="296 792 1688 938">Town Manager participated in a telephone conference with Ms. Palmer, SHPO and Mr. Spencer, BLM to discuss the status of Last Chance Park. The consensus was that the LCP was going to move forward and that the BLM had obtained funds to complete the mitigation. The Town and BLM would be meeting soon to set a schedule to proceed with the mitigation of LCP.</p> <p data-bbox="296 954 1730 1019">Town Manager sent an email to Mr. Spencer, Pahrump Field Manager requesting a meeting to set the timeline for LCP. A meeting has been set for December 02, 2011.</p> <p data-bbox="296 1036 1682 1141">Staff (Town Manager &amp; Mr. Adams, PLAB) met with BLM staff to discuss LCP. The BLM advised staff the funding that was set aside for mitigation on the property might be on the chopping block due to the Federal budget. The BLM further advised they would know more on December 16, 2011.</p> <p data-bbox="296 1157 1751 1222">Received an email from the BLM advising that they will know more about the funding pertaining to the mitigation by February 2012.</p> <p data-bbox="296 1239 1766 1466">Town Manager emailed BLM requesting information pertaining to the BLM Budget, Mitigation Funds and possible start date for Mitigation to occur on LCP. The Town Manager received the following email response from the <u>BLM: We have a line item that may cover Last Chance now contingent on us being able to cover shortages elsewhere. Regarding a schedule of doing a RFP and issuing the contract, Kathleen will need to take the lead on that and I'll need to talk to her She has several renewable energy projects she is coordinating now on her end including Bright Source-Hidden Hills in Nye County, which is a district priority. Will keep you posted.</u></p> <p data-bbox="296 1482 1583 1515">Town Manager sent an email to the BLM (Mr. Spencer) requesting an official status update of LCP.</p> <p data-bbox="296 1531 1570 1547">Received an email from the BLM (Mr. Spencer) that LCP is still alive. See Below Email Statement.</p>	7/1/2012 Due to BLM Delays this Completion Date needs to be changed to unknown

**2013 Goals & Performance Objectives**

Date Started/ Activity	Goal	Jul-13	Projected Completion Date
		<p><b><u>Last Chance:</u></b> <i>the statement of work (SOW) for the required archeological work at Last Chance was just completed and submitted. This required considerable coordination and time on Kathleen's part with our State Office and SHPO to ensure that all contracted tasks are covered. As soon as the PR is approved, the SOW is released to interested parties and we select a qualified contractor to do the work. We'll keep you posted on our progress and once a contractor is selected, we will have a handle on the project schedule, which we will share with you.</i></p>	
7/24/2012		<p>Town Manager sent an email to the BLM (Ms. Schumacher, Interim Pahrump Regional Manager) requesting an official status update of LCP. Included in the Town's email was the past email from the BLM explaining where they (BLM) were at in the process.</p>	
7/26/2012		<p>Town Manager received a response from the BLM: <u>The PR has been approved. We are now waiting for contractors to bid and then a list compiled for BLMs review and selection. Once the selection has been made we will keep you in the loop on contractor's schedule.</u></p>	
10/15/2012		<p>Town Manager sent an email to BLM (Ms. Schumacher) requesting an status update on this project.</p>	
10/15/2012		<p>Town Manager received a response as to the update from the BLM (Ms. Schumacher): <u>Contractor has been selected waiting on report, once the report is received we will have timeline and let you know. I hope we can update you sometime 1-2 week of Nov</u></p>	
11/28/2012		<p>Town Manager sent an email to the BLM (Ms. Schumacher, Interim Pahrump Regional Manager) requesting an official status update of LCP. As of the writing of this report, the Town has yet to received a response back.</p>	
1/17/2013		<p>Town Manager is meeting with the BLM (Mrs. MacNeill, New Pahrump Field Office Manager) to discuss the LCP and Airport projects along with other issues involving the Town and the BLM.</p>	
2/8/2013		<p>Town Manager finally met with the BLM (Mrs. MacNeill). Mrs. MacNeill is going to check on where the contractor's contract is and obtain a timeline for this project moving forward.</p>	
3/21/2013		<p>Town Manager sent an email to BLM (Mrs. MacNeill) requesting an update on this project.</p>	
4/8/2013		<p>The Town received an Email from the BLM (Mrs. MacNeill) stating the following: <u>"Last Chance Park: We are awaiting a response from the NV State Historic Preservation Office on a letter I sent them in late February. We followed up with them last week and they hope to have a response to us in the next few days. Assuming they concur with our recommendations, the project should be able to move forward. I will have a better timeline once we receive their response."</u></p>	
6/12/2013		<p>Town Manager sent an email to BLM (Mrs. MacNeill) requesting an official update on the LCP project. As of the writing of this report the Town has not heard back from the BLM.</p>	
7/2/2013		<p>The BLM (Mrs. MacNeill) finally responded to the Town's update request for LCP. The email response is as follows: <u>I passed info on to some PLAB and County folks and thought I had also spoken with you as well -- apparently not, so my apologies for the delay. The good news is we have finished the archaeology contract work</u></p>	

**2013 Goals & Performance Objectives**

Date Started/ Activity	Goal	Jul-13	Projected Completion Date
7/10/2013		<p><u>and have obtained clearance from SHPO. The next steps are the environmental assessment and R&amp;PP lease. The Resource Management Plan is the District's #1 priority, which is taking most of our realty specialists' time, but we are working in other projects (such as this one) as best we can. The good news is we have finished the archaeology contract work and have obtained clearance from SHPO. The next steps are the environmental assessment and R&amp;PP lease. The Resource Management Plan is the District's #1 priority, which is taking most of our realty specialists' time, but we are working in other projects (such as this one) as best we can. At our meeting next week, it will be very important that we receive clear priorities from the County and Town, so we can integrate them with the other towns, PLAB, etc. to produce our overall priority list for the Field Office. Projects such as the airport, Great Basin Community College, VEA transmission, etc. are also competing for our single realty specialists' time.</u></p> <p>Town Manager was contacted via email by the BLM (Ms. Pionke, new Pahrump Field Office Realty Specialist) requesting information on the LCP: <u>Just want to confirm, with this project being reduced from 30 acres to 10 acres, is Pahrump still proposing a 3 year time frame to complete work? Also, on the map the perimeter is marked, will there be fencing of any kind installed along the perimeter? Also, could you tell me the name and email address of my point of contact for this project? Is this person authorized to SIGN for the Town of Pahrump for the R&amp;PP? Thanks! Erica.</u> The Town Manager forwarded the following requested information on July 12, 2013: <u>Yes the project went from 30 to 10 acres. Actually it was three (03) separate 10-acres parcels. However, when submitting the R&amp;PP the BLM (Mr. Marcell) advised to do each ten acre parcel one at a time. Therefore, the Town only submitted for the first ten acre parcel. The development of that ten acre parcel (Bell Vista @ Bannavitch) will take a year or less to complete. Right now until the Interim Town Manager is in place, your point of contact would be Mr. Matt Luis, Building &amp; Grounds Manager @ mluis@pahrumprnv.org. As for signing, Mr. Luis and/or the Town's Finance Director, Mr. Sullivan (msullivan@pahrumprnv.org) will having signing authority.</u></p>	
10/17/2011 10/19/2011 10/24/2011		<p><b>#4 - Continue working with FAA, BLM, Fish and Wildlife, etc., on Airport</b></p> <p>Town Manager submitted a Financial Action Plan (FAP) to the FAA and BLM which stated the Town was attempting to create a revenue stream for the construction and operation of the Airport.</p> <p>Town Manager had a conversation with an FAA representative pertaining to the FAP. FAA advised that the Town's FAP has been sent up the flagpole and that we should be hearing soon if it gets approved.</p> <p>Processed and sent back to the FAA the Federal Aviation Administration's (FAA) Interim Policy on Residential</p>	12/31/2015 Due to delays the completion

**2013 Goals & Performance Objectives**

Date Started/ Activity	Goal	Jul-13	Projected Completion Date
11/17/2011		Through-the-Fence (RTTF) Access to federally obligated airports. Town Manager received a letter from the FAA requesting the Pahrump (New) Airport Fiscal Year 2013-2017 Airport Capital Improvement Plan (ACIP). Town Manager contacted FAA (Mr. Pomeroy & Mr. Kumar) to discuss the ACIP.	date is moved to 12/31/2016
Nov-11		Town Manager has been requesting and obtaining "Letters of Commitment" to utilize the airport from local and out of town businesses, citizens and visitors that are pilots. So far to date the Town has received 69 commitment letters from licensed pilots.	
12/1/2011		Town Manager received an Opinion Letter from Mr. Kunzi, Nye County DA. The letter advised that the Town had the authority pursuant to the NRS's to own and operate an airport. The letter was sent directly to the BLM by Mr. Kunzi.	
12/2/2011		Town Manager forwarded Mr. Kunzi's Legal Opinion to the FAA (Ms. Hunt & Mr. Pomeroy).	
12/9/2011		Town Manager received a letter from the BLM, advising that they concur with Mr. Kunzi's Legal Opinion.	
		This letter was forwarded to the FAA (Ms. Hunt & Mr. Pomeroy).	
12/14/2011		Town Manager contacted FAA (Ms. Hunt & Mr. Pomeroy) via email to advise them that the Town Board approved the Amended PTO 32 which has created a 2% Room Tax Fund for the construction and Operation of the Pahrump General Aviation Airport. The Town Manager also forwarded all "Letter of Commitment" received to the FAA.	
12/14/2011		Town Manager sent a letter, via email, to the BLM (Mark Spencer, Pahrump Field Manager) requesting a refund of the Airport Cost Recovery Fund pursuant to a request from the BLM.	
12/27/2011		Town Manager forwarded the FAA (Ms. Hunt & Mr. Pomeroy) all the Commitment Letters that the Town has obtained.	
1/23/2012		Town Manager spoke with the FAA (Ms. Hunt) via telephone. The FAA is requesting more information from the Town pertaining to the Financial Plan. The Town will be receiving a letter from the FAA shortly	
1/31/2012		Town Manager conducted a meeting with Congressional staff from Senator Reid and Senator Heller offices pertaining to issues involving the Town v BLM. NOTE: Mr. Kulkin and Dr. waters attended this meeting.	
2/1/2012		Town Manager received Cost Recovery Account (CRA) information from the BLM. Upon reviewing same the Town Manager contacted the BLM and requested a more detailed CRA i.e. breakdown of the costs. Note: The CRA was for \$49,938.28	
2/9/2012		Town Manager conducted a meeting with BLM to discuss the CRA for the Airport. The meeting was very informative.	
2/10/2012		Town Manager contacted Senator Reid' staff to gather information about the Southern Nevada Lands Management Plan (SNLMP) as a possible way to cover the costs for the Recovery Cost Account that the BLM is seeking from the Town. Unfortunately, the CRA cannot be covered by SNLMP funds due to the fact Nye County is not part of the SNLMP.	

**2013 Goals & Performance Objectives**

Date Started/ Activity	Goal	Jul-13	Projected Completion Date
2/16/2012		Town Manager received Phase I(c) information from FAA (Mr. Pomeroy)	
2/23/2012		Town Manager received a revised CRA. The cost of which went up significantly. (\$71,922.44 an increase of \$21,984.16) Town Manager contacted the BLM requesting an explanation. The BLM (Mr. Spencer) advised that they would again look at the CRA in an attempt to cut costs.	
3/5/2012		Town Manager received another revised CRA from the BLM. (\$61,651.83) The costs went down from the second CRA (decrease of \$10,270.61) but was still higher than the first CRA (an increase of \$11,713.55). After reviewing same, the Town Manager contacted the BLM staff (Mr. Spencer & Mr. Marcell) to arrange meetings with BLM staff and Town Board members before this item is brought forth.	
3/20/2012		Town Manager spoke with FAA (Ms. Hunt) pertaining to Phase I(c).	
4/20/2012		Town Manager spoke with L&B (Mrs. Potter) pertaining to Phase I(c)	
5/14/2012		Town Manager started negotiations with L&B pertaining to Phase I(c)	
5/15/2012		Town Manager continued negotiations with L&B pertaining to Phase I(c). In addition, the Town Manager finally was able to get the BLM to come to Pahrump and work on the CRA. The CRA is scheduled to be on the Town Board June 12th agenda.	
5/16/2012		Town Manager continued negotiations with L&B pertaining to Phase I(c).	
5/18/2012		Town Manager and L&B agreed on a final numbers for Phase I(c) and notified the FAA (Mr. Pomeroy) of this fact.	
5/23/2012		Town Manager contacted FAA (Mr. Novak) and advised him the Town wanted to go forward on obtaining a consultant to draft a FAA Financial Plan for the Town.	
6/12/2012		The Town Board approved creating a CRA with the BLM for the Airport.	
8/7/2012		Town Manager met with BLM staff (Marcell) to discuss the airport lease and CRA account.	
8/14/2012		The Town Board approved Phase I(c) of the Environmental Impact Statement (EIS) for the Proposed Pahrump Valley Airport in the amount of \$667,687.00 in which the Town's contribution is 8% or \$53,414.96.	
9/11/2012		Town Manager submitted a letter requesting a new Airport Lease application under an EIS designation.	
9/11/2012		The Town Manager received an email from the BLM (Ms. Schumacher)	
9/25/2012		The FAA (Mr. Pomeroy) sent an email to the BLM (Ms. Schumacher) requesting the status of the CRA. Later <u>the same day the Ms. Schumacher responded, "Doug; We received the letter today finalizing the request for the Airport. I will discuss with our team next steps and timelines. I will get back to you next week. Erika Schumacher Pahrump Field Manager</u>	
10/10/2012		The FAA (Mr. Pomeroy) sent an email to the BLM (Ms. Schumacher) again requesting a status update on the CRA. Later the same day Ms. Schumacher responded, <u>"Doug, We have some personnel changes occurring and we just received the cost recovery for this project. I plan on coordinating with staff by the end of the month to have a plan in place. I am on travel status next week, so once I return we will share with you our changes and timeline. Erika Schumacher Pahrump Field Manager</u>	
11/8/2012		Town Manager sent an email to the BLM (Ms. Schumacher) <u>Pursuant to the email chain below, the Town and FAA should have received a timeline and status on the CRA and FAA/BLM EIS Memorandum of Understanding.</u>	

**2013 Goals & Performance Objectives**

Date Started/ Activity	Goal	Jul-13	Projected Completion Date
1/2/2013		<p><u>Can we please get an update on these projects? The Town is waiting to move forward with Phase II of the EIS. Thanks. William A. Kohbarger, ICMA – CM Pahrump Town Manager</u> Later the same day, Ms. Schumacher responded, <u>I am waiting to hear back from FAA to coordinate with us. An email was sent last week to Doug. Erika Schumacher Pahrump Field Manager</u></p> <p>Town Manager received two letters from the FAA advising 1)that the FAA was rescinding the Town's 2nd AIP Grant (\$600k) due to no activity and 2)A letter to County asking if they were going to endorse taking over the airport sponsorship if the Town Board goes away.</p>	
1/17/2013		<p>Town Manager is meeting with the BLM (Mrs. MacNeill, New Pahrump Field Office Manager) to discuss the LCP and Airport projects along with other issues involving the Town and the BLM.</p>	
2/8/2013		<p>Town Manager and Mrs. MacNeill met to discuss the airport project. During the discussion we contacted the FAA (Mrs. Hunt) via telephone and obtain more information as to exactly where the airport project stands. Mrs. Hunt advised us that the FAA and Nye County were meeting on 02/12/13 (teleconference) to discuss a co-sponsorship (Nye County/Town of Pahrump). The Town was further informed by Mrs. MacNeill that the BLM placed a hold on the airport as of November 2012, which the BLM forgot to inform the Town of. The Town's CRA account was also discussed.</p>	
3/19/2013		<p>Town Manager gave a verbal presentation in front of the BoCC on the County co-sponsoring the Town's airport. The measure passed 5-0. FAA &amp; BLM were both notified.</p>	
4/5/2013		<p>Town Manager contacted the Town Board members requesting them to reach out to BoCC members in an attempt to find out were the Resolution for the FAA is after receiving an email from the FAA advising that they have not receive the Resolution yet.</p>	
4/9/2013		<p>The County of Nye completed and sent the much awaited Resolution to the FAA. The Town's Airport is now back on track.</p>	
4/18/2013		<p>Town Manager met with FAA staff (Mr. Pomeroy &amp; Ms. Kennedy) via telephone to discuss the Financial Feasibility Plan. We discussed the how, when, where and why.</p>	
5/28/2013		<p>Town Board approved to an RFQ for a Financial Feasibility Scope.</p>	
6/12/2013		<p>The Town Manager completed the RFQ paperwork and obtained approval of paperwork from FAA.</p>	
6/13/2013		<p>The Town Manager sent the RFQ out for advertising. The following is the RFQ Advertisement:  <u>RFQ #2013-01 SCOPE PAHRUMP VALLEY AIRPORT. Notice is hereby given that the Town of Pahrump, Nevada is seeking a qualified consultants to conduct a Financial Feasibility study for the proposed Pahrump Valley Airport. The Scope of Services will include, estimate and/or revalidate proposed airport development costs; how the Town will financially support the Proposed Airport, including identification of Revenue and/or cash flow; expenses/costs and source of funding for each; and conclusions/recommendations. All bids must be submitted according to the requirements listed in the Instructions to Bidders which are available by visiting our website www.pahrumpnv.org. Bids must be sealed in an appropriate envelop and be plainly identified and marked "RFQ #2013-01". Bids must be submitted to the Town of Pahrump 400 N. Highway 160</u></p>	

**2013 Goals & Performance Objectives**

Date Started/ Activity	Goal	Jul-13	Projected Completion Date
7/9/2013		<p><u>Pahrump, NV 89060, on or before 5:00 p.m. pst. July 10, 2013.</u>            Town Manager met with Nye County (Mrs. Webster &amp; Mr. Lacy) and BLM (Mrs. MacNeill &amp; Ms. Pionke, new Pahrump Field Office Realty Specialist) to discuss the process and next steps for the airport. The following items were discussed: Road access, mesquite areas, ACEC (Area of Critical Environmental Concern), MOU w/FAA (Not signed yet due to signatory issues) and Town/County Priorities List.</p>	
11/17/2011  12/19/2011  Jan-13		<p><b>#5 - Complete 5-Year Strategic Plan</b></p> <p>Town Manager contacted the DH's (CS&amp;D Mgr, HR, Finance Director, Fire Chief &amp; B&amp;G Mgr) and advised them all to start putting together the financial documentation for a five year Strategic Plan.</p> <p>Town Manager conducted a Department Head meeting and received updates from all DH's as to how far along their plans were.</p> <p>Staff (Dept Heads &amp; Town Manager) are meeting to set a timeline for completing this project and to discuss progress.</p>	12/1/2013
12/19/2011  1/18/2012  Dec-12 6/25/2013		<p><b>#6 - Expand on the implementation of a 'Communication Package' for information sharing between the Town Board, Town Staff, and Citizens of Pahrump. The purpose is to meet Sunshine Act laws and State NRS regulations.</b></p> <p>Staff (Department Heads &amp; Town Manager) discussed composing more Press Releases for items occurring within the Town and involving staff.</p> <p>Staff (Department Heads &amp; Town Manager) discussed more options such as utilizing the Nugget &amp; Saddle West Reader signs.</p> <p>This is an on-going matter that is discussed monthly by staff (Dept Heads and Town Manager)</p> <p>Town Manager sent out a memo from the AG's Office (Mr. Taylor) pertaining to the new OMLs to the Town Board and all Advisory Board Chairs and Vice-Chairs.</p>	On-going

**2013 Goals & Performance Objectives**

Date Started/ Activity	Goal	Jul-13	Projected Completion Date
		<p data-bbox="226 298 1818 410" style="border: 1px solid black; color: green; padding: 5px;">#7 - Place economic development as a number one priority to promote commercial business development, job development, light industry, etc., by working with the County Administration, County and State Economic Development Agencies, Town staff, and public/private resources.</p> <p data-bbox="296 415 1743 1562">                     Oct-11 Staff (Town Manager/Community Services Development Manager/Finance Director) has met with County staff and County ED agencies on several ED opportunities.                      Nov-11 Staff (Town Manager &amp; CSD Mgr) has met with and attended all meetings pertaining to Eco Dev within the Town and County.                      Dec-11 Staff (Town Manager &amp; CSD Mgr) has met with and attended all meetings pertaining to Eco Dev within the Town and County.                      1/9/2012 Staff (Town Manager/CSD Mgr/Finance Director) placed an item on the 01/24/12 Town Board agenda requesting permission to move forward with asking Nye County to remove Tax Delinquent properties from the roles to be later purchased by the Town of Pahrump for Economic Development &amp; Recreational purposes.                      Jan-12 Staff (Town Manager/CSD Mgr/Finance Director) has met with and attended all meetings pertaining to Eco Dev within the Town and County.                      2/7/2012 Town Manager attended the Governor's Press Conference via video conferencing.                      Feb-12 Staff (Town Manager/CSD Mgr/Finance Director) has met with and attended all meetings pertaining to Eco Dev within the Town and County.                      Mar-12 Staff (Town Manager/CSD Mgr/Finance Director) has met with and attended all meetings pertaining to Eco Dev within the Town and County.                      Apr-12 Town Manager has met with and attended all meetings pertaining to Eco Dev within the Town and County.                      May-12 Town Manager has met with and attended all meetings pertaining to Eco Dev within the Town and County.                      Jun-12 Town Manager has met with and attended all meetings pertaining to Eco Dev within the Town and County.                      Jul-12 Town Manager has met with and attended all meetings pertaining to Eco Dev within the Town and County.                      Aug-12 Town Manager has met with and attended all meetings pertaining to Eco Dev within the Town and County.                      Sep-12 Town Manager has met with and attended all meetings pertaining to Eco Dev within the Town and County.                      Oct-12 Town Manager has met with and attended all meetings pertaining to Eco Dev within the Town and County.                      The Town Board approved a contract with BEC to assist in Economic Development duties.                      Nov-12 Town Manager has met with and attended all meetings pertaining to Eco Dev within the Town and County.                      Dec-12 Town Manager has met with and attended all meetings pertaining to Eco Dev within the Town and County.                      Jan-13 Town Manager has met with and attended all meetings pertaining to Eco Dev within the Town and County.                      Feb-03 Town Manager has met with and attended all meetings pertaining to Eco Dev within the Town and County.                      Mar-13 Town Manager has met with and attended all meetings pertaining to Eco Dev within the Town and County.                      Apr-13 Town Manager has met with and attended all meetings pertaining to Eco Dev within the Town and County.                 </p>	<p data-bbox="1902 415 2022 448" style="text-align: center;">On-going</p>

**2013 Goals & Performance Objectives**

Date Started/ Activity	Goal	Jul-13	Projected Completion Date
May-13 Jun-13 Jul-13		Town Manager has met with and attended all meetings pertaining to Eco Dev within the Town and County. Town Manager has met with and attended all meetings pertaining to Eco Dev within the Town and County. Town Manager has met with and attended all meetings pertaining to Eco Dev within the Town and County up to July 12, 2013.	
11/8/2011  3/13/2012  Apr-12 Dec-12		<div data-bbox="226 526 1818 643" style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p>#8 - Create a "One Stop Shop" for incoming businesses/residents that will identify Community Contacts, Community Development, Workforce Development, Infrastructure Development (utilities), and Education Resources. This "One Stop Shop" will be placed on the Town's website.</p> </div> <p>Staff (Mr. Balloqui) attended the monthly joint Utilities meeting and started to gather information for the "One Stop Shop".</p> <p>Staff (Mr. Balloqui) attended the monthly joint Utilities meeting and started to gather information for the "One Stop Shop".</p> <p>Town Manager has started to gather material to create a One-Stop Shop document.</p> <p>Town Manager met with UNIC (Mrs. Barnett) to discuss Town and UICN issues and to gather information for this project.</p>	12/31/2012 Completion date is being changed to 12/31/2013
11/2/2011 4/16/2012  6/20/2012  Oct-12 Dec-12  Jul-13		<div data-bbox="226 1105 1818 1222" style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p>#9 - Implement a back up training program for staff. The purpose is to designate a back up employee to be trained in the primary employee's critical job duties. Prepare manuals which include critical elements of each position.</p> </div> <p>Staff (TM &amp; DHs) met to discuss this project and place a timeline on the completion of same.</p> <p>This project is behind the given completion date timeline. It is being addressed and should be to the Town Board by the second meeting in June 2012.</p> <p>This project is still behind the given completion date timeline. Staff has changed some of the procedurals due to changes in the Town staff.</p> <p>Work is on going on this project.</p> <p>A lot of new changes in the Town Admin Department with Ambulance Billing moving over. Most of this is done but now need Ambulance to create their roles.</p> <p>Staff (Admin Staff) continue to update and share this information among themselves.</p>	3/31/2012  Jun-12  Sep-13

**2013 Goals & Performance Objectives**

Date Started/ Activity	Goal	Jul-13	Projected Completion Date
<p>Dec-11</p> <p>May-12 6/24/2013</p>		<p><b>#10 - Refurbish public restrooms at Petrack Park.</b></p> <p>Buildings &amp; Grounds have already started refurbishing the inside of the restrooms. They have applied garage floor coating to the floors.</p> <p>NOTE: This project has been placed in a holding pattern until the Field "C" Lighting project is completed. Staff (B&amp;G Mgr) has ordered equipment and once all the equipment arrives, the work to refurbish the restroom will start. Estimated start time is two weeks.</p>	<p>3/31/2013</p>
<p>10/24/2011</p> <p>11/17/2011</p> <p>1/13/2012 1/31/2012</p> <p>2/1/2012</p> <p>2/9/2012</p> <p>2/10/2012</p> <p>2/16/2012 2/23/2012</p> <p>3/5/2012</p>		<p><b>#11 - Oversee, guide, and work diligently to ensure the Pahrump Airport is completed in a timely manner.</b></p> <p>Processed and sent back to the FAA the Federal Aviation Administration's (FAA) Interim Policy on Residential Through-the-Fence (RTTF) Access to federally obligated airports.</p> <p>Town Manager received a letter from the FAA requesting the Pahrump (New) Airport Fiscal Year 2013-2017 Airport Capital Improvement Plan (ACIP). Town Manager contacted FAA (Mr. Pomeroy &amp; Mr. Kumar) to discuss the ACIP. The ACIP must be returned to the FAA no later than January 16, 2012.</p> <p>Town Manager completed and forwarded the Airport Capital Improvement Plan (ACIP) to the FAA.</p> <p>Town Manager conducted a meeting with Congressional staff from Senator Reid and Senator Heller offices pertaining to issues involving the Town v BLM. NOTE: Mr. Kulkin and Dr. waters attended this meeting.</p> <p>Town Manager received Cost Recovery Account (CRA) information from the BLM. Upon reviewing same the Town Manager contacted the BLM and requested a more detailed CRA i.e. breakdown of the costs. Note: The CRA was for \$49,938.28</p> <p>Town Manager conducted a meeting with BLM to discuss the CRA for the Airport. The meeting was very informative.</p> <p>Town Manager contacted Senator Reid' staff to gather information about the Southern Nevada Lands Management Plan (SNLMP) as a possible way to cover the costs for the Recovery Cost Account that the BLM is seeking from the Town. Unfortunately, the CRA cannot be covered by SNLMP funds due to the fact Nye County is not part of the SNLMP.</p> <p>Town Manager received Phase I(c) information from FAA (Mr. Pomeroy)</p> <p>Town Manager received a revised CRA. The cost of which went up significantly. (\$71,922.44 an increase of \$21,984.16) Town Manager contacted the BLM requesting an explanation. The BLM (Mr. Spencer) advised that they would again look at the CRA in an attempt to cut costs.</p> <p>Town Manager received another revised CRA from the BLM. (\$61,651.83) The costs went down from the</p>	<p>12/31/2015</p>

**2013 Goals & Performance Objectives**

Date Started/ Activity	Goal	Jul-13	Projected Completion Date
		second CRA (decrease of \$10,270.61) but was still higher than the first CRA (an increase of \$11,713.55). After reviewing same, the Town Manager contacted the BLM staff (Mr. Spencer & Mr. Marcell) to arrange meetings with BLM staff and Town Board members before this item is brought forth.	
3/20/2012		Town Manager spoke with FAA (Ms. Hunt) pertaining to Phase I(c).	
4/20/2012		Town Manager spoke with L&B (Mrs. Potter) pertaining to Phase I(c)	
5/14/2012		Town Manager started negotiations with L&B pertaining to Phase I(c).	
5/15/2012		Town Manager continued negotiations with L&B pertaining to Phase I(c). In addition, the Town Manager finally was able to get the BLM to come to Pahrump and work on the CRA. The CRA is scheduled to be on the Town Board June 12th agenda.	
5/16/2012		Town Manager continued negotiations with L&B pertaining to Phase I(c).	
5/18/2012		Town Manager and L&B agreed on a final numbers for Phase I(c) and notified the FAA (Mr. Pomeroy) of this fact.	
5/23/2012		Town Manager contacted FAA (Mr. Novak) and advised him the Town wanted to go forward on obtaining a consultant to draft a FAA Financial Plan for the Town.	
6/12/2012		The Town Board approved creating a CRA with the BLM for the Airport.	
8/7/2012		Town Manager met with BLM staff (Marcell) to discuss the airport lease and CRA account.	
8/14/2012		The Town Board approved Phase I(c) of the Environmental Impact Statement (EIS) for the Proposed Pahrump Valley Airport in the amount of \$667,687.00 in which the Town's contribution is 8% or \$53,414.96.	
9/11/2012		Town Manager submitted a letter requesting a new Airport Lease application under an EIS designation.	
9/25/2012		The FAA (Mr. Pomeroy) sent an email to the BLM (Ms. Schumacher) requesting the status of the CRA. Later the same day the Ms. Schumacher responded, <u>"Doug; We received the letter today finalizing the request for the Airport. I will discuss with our team next steps and timelines. I will get back to you next week. Erika Schumacher Pahrump Field Manager</u>	
10/10/2012		The FAA (Mr. Pomeroy) sent an email to the BLM (Ms. Schumacher) again requesting a status update on the CRA. Later the same day Ms. Schumacher responded, <u>"Doug, We have some personnel changes occurring and we just received the cost recovery for this project. I plan on coordinating with staff by the end of the month to have a plan in place. I am on travel status next week, so once I return we will share with you our changes and timeline. Erika Schumacher Pahrump Field Manager</u>	
11/8/2012		Town Manager sent an email to the BLM (Ms. Schumacher) <u>Pursuant to the email chain below, the Town and FAA should have received a timeline and status on the CRA and FAA/BLM EIS Memorandum of Understanding Can we please get an update on these projects? The Town is waiting to move forward with Phase II of the EIS. Thanks. William A. Kohbarger, ICMA – CM Pahrump Town Manager</u> Later the same day, Ms. Schumacher responded, <u>I am waiting to hear back from FAA to coordinate with us. An email was sent last week to Doug. Erika Schumacher Pahrump Field Manager</u>	
1/2/2013		Town Manager received two letters from the FAA advising 1)that the FAA was rescinding the Town's 2nd AIP Grant (\$600k) due to no activity and 2)A letter to County asking if they were going to endorse taking over the	

**2013 Goals & Performance Objectives**

Date Started/ Activity	Goal	Jul-13	Projected Completion Date
1/17/2013		airport sponsorship if the Town Board goes away.	
		Town Manager is meeting with the BLM (Ms. MacNeill, New Pahrump Field Office Manager) to discuss the LCP and Airport projects along with other issues involving the Town and the BLM.	
2/8/2013		Town Manager and Mrs. MacNeill met to discuss the airport project. During the discussion we contacted the FAA (Mrs. Hunt) via telephone and obtain more information as to exactly where the airport project stands.	
		Mrs. Hunt advised us that the FAA and Nye County were meeting on 02/12/13 (teleconference) to discuss a co-sponsorship (Nye County/Town of Pahrump). The Town was further informed by Mrs. MacNeill that the BLM placed a hold on the airport as of November 2012, which the BLM forgot to inform the Town of. The Town's CRA account was also discussed.	
3/19/2013		Town Manager gave a verbal presentation in front of the BoCC on the County co-sponsoring the Town's airport. The measure passed 5-0. FAA & BLM were both notified.	
4/9/2013		The County of Nye completed and sent the much awaited Resolution to the FAA. The Town's Airport is now back on track.	
4/18/2013		Town Manager met with FAA staff (Mr. Pomeroy & Ms. Kennedy) via telephone to discuss the Financial Feasibility Plan. We discussed the how, when, where and why.	
5/28/2013		Town Board approved to an RFQ for a Financial Feasibility Scope.	
6/12/2013		The Town Manager completed the RFQ paperwork and obtained approval of paperwork from FAA.	
6/13/2013		The Town Manager sent the RFQ out for advertising. The following is the RFQ Advertisement: <u>RFQ #2013-01 SCOPE PAHRUMP VALLEY AIRPORT. Notice is hereby given that the Town of Pahrump, Nevada is seeking a qualified consultants to conduct a Financial Feasibility study for the proposed Pahrump Valley Airport. The Scope of Services will include, estimate and/or revalidate proposed airport development costs; how the Town will financially support the Proposed Airport, including identification of Revenue and/or cash flow; expenses/costs and source of funding for each; and conclusions/recommendations. All bids must be submitted according to the requirements listed in the <i>Instructions to Bidders</i> which are available by visiting our website <a href="http://www.pahrumpnv.org">www.pahrumpnv.org</a>. Bids must be sealed in an appropriate envelop and be plainly identified and marked "RFQ #2013-01". Bids must be submitted to the Town of Pahrump 400 N. Highway 160 Pahrump, NV 89060, on or before 5:00 p.m. pst. July 10, 2013.</u>	
7/9/2013		<u>Town Manager met with Nye County (Mrs. Webster &amp; Mr. Lacy) and BLM (Mrs. MacNeill &amp; Ms. Pionke, new Pahrump Field Office Realty Specialist) to discuss the process and next steps for the airport. The following items were discussed: Road access, mesquite areas, ACEC (Area of Critical Environmental Concern), MOU w/FAA (Not signed yet due to signatory issues) and Town/County Priorities List.</u>	

**2013 Goals & Performance Objectives**

Date Started/ Activity	Goal	Jul-13	Projected Completion Date
<p>9/26/2011</p> <p>10/6/2011</p> <p>10/24/2011</p> <p>1/23/2012</p> <p>2/14/2012</p> <p>3/13/2012</p> <p>3/14/2012</p> <p>6/12/2012</p> <p>3/27/2013</p> <p>4/11/2013</p> <p>6/12/2013</p> <p>6/23/2013</p> <p>7/8/2013</p>		<p><b>#12 - Continue work toward question of Town Incorporation.</b></p> <p>Town Manager met with Mr. Hartman, Incorporation AB to answer questions pertaining to incorporation. We discussed several options to proceed forward including city of Henderson changing the CTX in 2001.</p> <p>Town Manager met with City of Henderson City Manager asking him questions on how the City of Henderson was able to effective change the CTX in 2001. Henderson CM advised he would forward the report.</p> <p>Town Manger met with Mr. Hartman to discuss one issue pertaining to the IAB. The issue was solved and Mr. Hartman will be updating the IAB.</p> <p>Mrs. Murray, IAB Chair advised, via email, that the IAB has a meeting this Thursday evening (01/26/12) to possibly approve the presentation. If all goes well with the AB, they will be prepared to make a presentation to the Town Board at the February 28 meeting.</p> <p>Town Manager placed the Incorporation Final Report on the Town Board agenda for 02/28/12.</p> <p>Town Manager placed the IAB recommendation on the Town Board agenda for possible approval.</p> <p>The Town Board approved the IAB recommendation and requested staff (Town Attorney) to bring back the next step of Incorporation to the next Town Board meeting.</p> <p>Resolution #2012-11, A Resolution pertaining to the process for Incorporating the Town was placed on the Town Board agenda for possible approval.</p> <p>Town Manager met with a business group that requested material pertaining to Incorporating Pahrump.</p> <p>Town Manager met with a citizens group that requested material pertaining to Incorporating Pahrump.</p> <p>Town Manager spoke with a small citizens group about incorporation and how if any it will affect their group.</p> <p>Staff (Town Mgr) has continued to answer questions from citizen groups on this issue.</p> <p>Mr. Kulkin and I spoke with a small group about Incorporation and how it will affect their group.</p> <p>Town Manager met with several citizens (Business owners) to discuss incorporation.</p>	<p>On-going</p>
<p>11/8/2011</p> <p>12/13/2011</p> <p>1/24/2012</p>		<p><b>#13 - Brief status of all 'finalized' Goals monthly / Give estimated completion dates / State "closed" when completed.</b></p> <p>Town Board received an updated G&amp;O status report.</p> <p>Town Board received an updated G&amp;O status report.</p> <p>Town Board received an updated G&amp;O status report.</p>	<p>On-going</p>

**2013 Goals & Performance Objectives**

Date Started/ Activity	Goal	Jul-13	Projected Completion Date
2/28/2012 3/27/2012 4/24/2012 5/22/2012 6/26/2012 11/13/2012 12/11/2012 1/22/2013 2/26/2013 3/26/2013 4/23/2013 6/25/2013 7/12/2013	Town Board received an updated G&O status report. Town Board received an updated G&O status report.		
12/23/2011 Dec-12 Jul-13		<div style="border: 1px solid black; padding: 2px;">                         #14 - Ensure TM has a continual review of all items on the selected Town Manager Evaluation Form.                     </div> Town Manager received a copy of the completed Town Board evaluation. Town Board performed the semi-annual Evaluation on the Town Manager Town Board performed the annual Evaluation on the Town Manager	On-going
Dec-11 Dec-12 Jul-13		<div style="border: 1px solid black; padding: 2px;">                         #15 - Ensure Town Board members are kept current on all items on the selected Town Manager Evaluation Form.                     </div> Town Manager is submitting monthly reports to the Town Board on the approved Goals and Objectives. Town Manager is submitting monthly reports to the Town Board on the approved Goals and Objectives. Town Manager is submitting monthly reports to the Town Board on the approved Goals and Objectives.	On-going

**2013 Goals & Performance Objectives**

Date Started/ Activity	Goal	Jul-13	Projected Completion Date
<p>12/19/2011</p> <p>4/9/2013</p> <p>May-13</p> <p>Jul-13</p>	<p>#16 - Improve public relations for the Town.</p>	<p>Staff (Dept Heads and Town Manager) discussed this item in length during a DH meeting. One idea was to write more Press Releases detailing positive events and accomplishments of staff on a regular basis.</p> <p>Town Board and Town Staff addressed this issue during the Town Board meeting. Discussion was held pertaining to misinformation that was being placed in the local newspaper and how to rectify this information plus how to move forward in informing the Town citizens of the proper responsibilities of the Town.</p> <p>Staff (Dept Heads and Town Manager) created signs that will be on display at future Town Board meetings.</p> <p>Staff (Mr. Luis, B&amp;G Mgr and Town Manager) created a large sign that will be placed on a trailer and located at different spots throughout the Town. It is currently located in the Bob Ruud Community Center parking lot.</p>	<p>On-going</p>
<p>Oct-11</p> <p>Nov-11</p> <p>Dec-11</p> <p>12/13/2011</p> <p>12/19/2011</p> <p>12/13/2011</p> <p>12/23/2011</p> <p>12/30/2011</p> <p>1/13/2012</p> <p>2/14/2012</p> <p>2/24/2012</p> <p>3/2/2012</p> <p>3/10/2012</p>	<p>#17 - Review all Town Ordinances to assure practicality and currency and codify.</p>	<p>Staff (Town Manager and Town Attorney) started the process to change two Ordinances (PTO 35 &amp; PTO 32) placing both Ordinances on the October 25, 2011 Town Board agenda.</p> <p>Staff (Town Manager and Town Attorney) continued the process of re-writing two Ordinances (PTO 35 &amp; PTO 32)</p> <p>Staff (Town Manager and Town Attorney) continued the process of re-writing two Ordinances (PTO 35 &amp; PTO 32)</p> <p>Staff (Town Manager and Town Attorney) placed PTO 32 &amp; 35 on the Town Board agenda for possible approval.</p> <p>Staff (Town Manager &amp; Dept Heads) have decided the next PTO to be reviewed and possibly re-written will be PTO 56, which will begin as soon as PTO 35 is completed.</p> <p>Town Board approved PTO 32</p> <p>PTO 32 was published in the local newspaper</p> <p>PTO 32 was published in the local newspaper</p> <p>PTO 32 became law.</p> <p>Town Board approved PTO 35.</p> <p>PTO 35 was published in the local newspaper</p> <p>PTO 35 was published in the local newspaper</p> <p>PTO 35 became law</p>	<p>On-going</p>

**2013 Goals & Performance Objectives**

Date Started/ Activity	Goal	Jul-13	Projected Completion Date
<p>5/30/2012</p> <p>6/12/2012</p> <p>6/22/2012</p> <p>7/9/2012</p> <p>8/14/2012</p> <p>8/23/2012</p> <p>12/18/2012</p> <p>1/15/2013</p> <p>1/28/2013</p> <p>4/12/2013</p> <p>6/21/2013</p> <p>7/1/2013</p>		<p>Staff (Town Manager and Town Attorney) reviewed PTO 46 and agreed that PTO 46 needs to be repealed for several reasons. Mrs. Parker agreed with staff and placed same on the June 12, 2012 Town Board agenda to repeal.</p> <p>Town Board approved repealing PTO 46.</p> <p>PTO 46 was published in the local newspaper</p> <p>PTO 65 was published in the local newspaper.</p> <p>PTO 65 was approved by the Town Board.</p> <p>PTO 65 was published in the local newspaper.</p> <p>All PTOs were sent to Municipal Code Corporation (MCC) for Codifying.</p> <p>Town Manager received an email from MCC requesting additional information on the Town's PTOs. Town Manager responded the same day with the requested information.</p> <p>Town Manager received an email from MCC (Ms. Bywaters) requesting approval dates on several PTOs. Town Manager responded with the dates in question.</p> <p>Town Manager received an supplemental estimate from MCC (Ms. Bywaters) to include the most recent approved PTOs, since 2008. The Town Manager sent an approval email back to MCC which was received.</p> <p>Town Manager sent an email to MCC (Ms. Bywaters) requesting an update. Town Manager received a reply from MCC (Ms. Bywaters) which stated: <u>Good afternoon and thank you for your reply! We are proofreading the supplement right now and hope to have it completed and shipped before the end of June! I will check with your editorial team early next week and confirm.</u></p> <p>The Town received the new codified codes. They are currently in the Town Manager's office.</p>	
<p>2012</p> <p>Jul-13</p>		<p><b>#18</b> - Incorporate all Town Board Goals into plans of action.</p> <p>In progress but no report to show at this time.</p> <p>Goals &amp; Objective Report goes out monthly.</p>	<p>On-going</p>
<p>10/10/2011</p>		<p><b>#19</b> - Keep on top of international tourist attraction project. Assisting Contour and Vercitas when and where ever</p> <p>Town Manager arranged meetings with Town Board members and Contour Entertainment to answer questions pertaining to Phase I Final Report</p>	<p>On-going</p>

**2013 Goals & Performance Objectives**

Date Started/ Activity	Goal	Jul-13	Projected Completion Date
10/11/2011		Town Manager arranged meetings with Town Board members and Contour Entertainment to answer questions pertaining to Phase I Final Report	
Oct-11		Created AD Hoc Committee to review, assist and development strategies to ensure a successful outcome. Have two members agreed to participate and am working on more.	
1/4/2012		Town Manager conducted the first meeting of the AD Hoc Committee for this item. The Ad Hoc members met with Contour Entertainment Representatives (Mr. Brown and Mr. Holbrook).	
2/9/2012		Ad Hoc Committee met to discuss Phase II.	
2/22/2012		Ad Hoc Committee met to discuss Phase II.	
3/22/2012		Ad Hoc Committee met to discuss Phase II.	
4/5/2012		Ad Hoc Committee met to discuss Phase II.	
4/19/2012		Ad Hoc Committee met to discuss Phase II. Decision was made to place Phase II on the Town Board agenda for the May 22, 2012 meeting.	
5/3/2012		Ad Hoc Committee met to discuss Phase II	
5/21/2012		Contour Entertainment (Mr. Brown) attended the BoCC and gave a small presentation on this project.	
5/22/2012		Meetings are arranged on the 21st and 22nd for Town Board members to meet with Mr. Brown to discuss Phase II.	
5/22/2012		The Town Board approved moving forward with Phase II.	
7/18/2012		The Town Manager met with Contour to discuss Phase II operations.	
7/19/2012		The Town Manager sent questions and receive answers pertaining to Planning & Zoning from the County Planning Department as they pertain to Adventure Springs.	
7/26/2012		Town Manager sent Contour a map and information pertaining to property that can be utilized for Adventure Springs.	
Aug-12		Town Manager and Contour exchanges numerous emails throughout this month.	
9/6/2012		Town Manager met with Contour to review plans and concept drawings.	
10/9/2012		A BDR Presentation was given to the Town Board by former Governor List and several others. The Town Board approved giving their support to the BDR process.	
10/16/2012		A BDR Presentation was given to the BoCC by former Governor List and several others. The BoCC approved giving their support to the BDR process.	
10/23/2012		Town Manager gave a presentation to the Town Board and Citizens unveiling the Conceptual Drawings.	
Nov-12		Town Manager is communicating with parties pertaining to BDR.	
Dec-12		Town Manager is communicating with parties pertaining to BDR.	
1/1/2013		Town Manager is communicating with parties pertaining to BDR.	
Feb-13		Town Manager and Town Board members (Chairman and Vice-Chairman) participated in several teleconferences with 2-State Senators, 1-State Assemblyman, 2-LCB members and numerous others pertaining to this issue.	
Mar-13			
		S.B. 337 was a result of all the work.	

**2013 Goals & Performance Objectives**

Date Started/ Activity	Goal	Jul-13	Projected Completion Date
<p>4/9/2013 5/28/2013 6/24/2013 7/9/2013 Jul-13</p>		<p>Town Board voted unanimously to sent a Letter of Support for S.B. 337. Town Board members individually met with Contour (Mr. Brown) to discuss Interim Report II. Later that night the Town Board approved accepting Interim Report II at the regularly scheduled Town Board meeting. Town Manager received Interim Report III. Forwarded to same to Town Board and placed on Town Board agenda for 07/09/13. Town Board approved accepting Interim Report III at the regularly scheduled Town Board meeting. Follow-up will be needed with Contour (Mr. Brown) as to what the future will hold for this project. The Town Board Chair and Vice-Chair need to contact Contour (Mr. Brown) and arrange meetings to discuss the future.</p>	
<p>11/10/2011 12/6/2011 1/9/2012 7/10/2012 1/9/2013 6/20/2013 Jul-13</p>		<p><b>#20 - Hold workshops/training as to Advisory Board roles, policies, and procedures.</b></p> <p>Staff (Executive Secretary) sent out an email to all Advisory Board members requesting dates that are not good to meet in January 2012 further advising them that there will be a Workshop held in January 2012. Staff (Ms. Carns) sent out an email advising all that a date had been chosen to hold the workshop. That date being January 09, 2012 at 5:30 p.m. Town Manager conducted an Advisory Board workshop. Numerous items were discussed from Open Meeting laws to By-law changes to communication between Town Board, AB and staff members, etc.. NOTE: Each Advisory Board had at least one member in attendance. An Advisory Board Workshop was conducted on this date. An OML Training was held on this date. An Advisory Board Workshop was conducted on this date. The next training should be scheduled for January 2014. An email will need to go out to all Advisory Board Chairs and Vice-Chairs in October 2013 requesting a date in January 2014 to conduct the training.</p>	<p align="center">On-going</p>
<p>10/25/2011</p>		<p><b>#21 - Compile an information packet to be distributed to Town Board members as to the status of all Town/BLM projects.</b></p> <p>Mark Spencer, BLM Pahump Field Manager gave a presentation at the Town Board updating the</p>	<p align="center">12/31/2011</p>

**2013 Goals & Performance Objectives**

Date Started/ Activity	Goal	Jul-13	Projected Completion Date
<p>10/27/2011</p> <p>12/21/2011</p> <p>12/27/2011</p> <p>6/8/2012</p> <p>4/2/2013</p> <p>Jul-13</p>	<p>status on all Town/BLM projects.</p>	<p>Town Manager created a list of all Town/BLM projects (Last Chance Park, Land Sales, RMP-Disposable Land, Trail-Wheeler Recreational Area, Bell Vista Shooting Range, and Proposed Pahrump Valley General Aviation Airport and forwarded same to the Town Board).</p> <p>Town Manager submitted a list to the Town Board via email listing seven projects between the Town of Pahrump and the BLM. The Town Manager also provided a brief but detailed paragraph or two about each project and where that project stands currently.</p> <p>Town Manager sent the Town Board a revised list via email. The revised list contained the BLM Southern NV Resources Management Plan.</p> <p>The Information Packet was updated and will be attached to the Town Manager's June Report.</p> <p>An updated ToP/BLM report was forwarded to the Town Board.</p> <p>An updated ToP/BLM report was forwarded to the Town Board.</p>	<p>Changed to On-going</p>
<p>3/27/2012</p> <p>4/6/2012</p> <p>May-12</p> <p>6/11/2012</p> <p>12/10/2012</p> <p>1/10/2013</p> <p>Jul-13</p>	<p>#22 - Review all Town Resolutions to assure practicality and currency and codify.</p>	<p>Town Board added this G&amp;O to the list.</p> <p>Volunteer writing down titles of all resolutions.</p> <p>Volunteer still writing down titles of all resolutions. She is almost complete at which time the Committee will meet to review all titles.</p> <p>The volunteer has completed writing down all Resolution Titles. The Committee can now meet to discuss and and review all Resolutions.</p> <p>Town Manager sent an email to Mr. Kulkin and Dr. Waters requesting meeting dates and times.</p> <p>The Committee met and started to review all Town Resolutions.</p> <p>Mr. Kulkin and Dr. Waters needs to meet with the Town Attorney to discuss this G&amp;O.</p>	<p>On-going</p>
<p>2/26/2013</p> <p>3/21/2013</p> <p>4/6/2013</p>	<p>#23 - Post Town Board and Town Manager's professional head shot photos with name plates inside the front desk area</p>	<p>Town Board added this G&amp;O to the list.</p> <p>Staff (Town Manager &amp; B&amp;G Mgr) met on this project. The head shots were created and name plates were ordered.</p> <p>Town Manager took another head shot of Dr. Waters. All materials have been obtained to place the photos.</p>	<p>7/31/2013</p>

**2013 Goals & Performance Objectives**

Date Started/ Activity	Goal	Jul-13	Projected Completion Date
7/9/2013		This Goal is almost completed. We need to gather one more head shot of Mr. Kulkin. The holders are in place and all but Mr. Kulkin's photo is up.	
2/26/2013 3/11/2013 6/24/2013 Jul-13		<div data-bbox="226 605 1818 683" style="border: 1px solid black; padding: 2px;"> <p>#24 - Create an Employee Confidentiality Statement for each employee to sign that covers them even after they have left the Town of Pahrump Employment</p> </div> <p>Town Board added this G&amp;O to the list.</p> <p>Staff (Town Manager &amp; HR) met to discuss creating this form. In addition, staff is taking this one step further. by creating Exit Interview paperwork as well as the confidentiality paperwork.</p> <p>Staff (Town Manager &amp; HR) met to create a form. Two versions were sent to the Town Attorney who reviewed and approved one of the versions.</p> <p>Town Manager sent forms out to Department Heads to have all staff sign and return to HR.</p>	7/31/2013
2/26/2013 3/4/2013 6/27/2013		<div data-bbox="226 992 898 1032" style="border: 1px solid black; padding: 2px;"> <p>#25 - Agenda create quick links</p> </div> <p>Town Board added this G&amp;O to the list.</p> <p>Town Manager spoke with County staff (Admin &amp; IT) about making this G&amp;O happened.</p> <p>Town Manager followed up with County staff (Admin) to ensure this task was proceeding.</p>	8/28/2013
2/26/2013 6/18/2013 Jul-13		<div data-bbox="226 1227 1818 1341" style="border: 1px solid black; padding: 2px;"> <p>#26 - "ID Tags" I. Obtain name "ID Tags" (approx size 2" X 3.25") with head shot photo and job title, for ALL staff to wear around the neck on a lanyard that states on the lanyard "Town of Pahrump, Nevada". This includes the Town Board members as well</p> </div> <p>Town Board added this G&amp;O to the list.</p> <p>Town Manager spoke with an outside agency about utilizing their machine/process to create ID Badges with photos. Just waiting to see if this idea can become a reality.</p> <p>Interim Town Manager needs to follow-up with Mr. Oscarson on the progress of this G&amp;O.</p>	7/31/2013

**2013 Goals & Performance Objectives**

Date Started/ Activity	Goal	Jul-13	Projected Completion Date

**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.

<u>DATE AGENDA ITEM SUBMITTED</u> 8/15/2013	<u>DATE OF DESIRED BOARD MEETING</u> 8/27/2013
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**CIRCLE ONE:**    Action Item                  Non-Action Item                  Presentation

**ITEM REQUESTED FOR CONSIDERATION:**

Consideration for Possible Action to Award Consultant Contract to QED for the preparation and completion of a Financial Feasibility Study in connection with the proposed Pahrump General Aviation Airport.

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

**BRIEF SUMMARY OF ITEM:**

The Town of Pahrump is in receipt of a FAA grant in the amount of \$750,000, part of which was for a Financial Feasibility Study to be completed by the end of Fiscal Year 2013.

**STAFF COMMENTS/RECOMMENDATIONS:**

Monies are currently available to the Town of Pahrump from the FAA. The Town's portion would be 8% of the award amount. Staff recommends approval.

BACKUP ATTACHED:     YES                   NO

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

**SPONSORED BY:**

Susan Holecheck  
Print Name

  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107 ext.  
Telephone Number

**TOWN OF PAHRUMP  
REQUEST FOR QUALIFICATIONS  
RESULTS**

Bid Opening : July 25, 2013

Time: 4:40 p.m.

Present: Susan Holecheck  
Terry Bostwick

RFQ # 2013-01

Description: Airport Financial Feasibility Study

Bidder Name: QED  
Contact Name: Ronald Price  
Address: 58 Laurel Oak Road  
Amelia Island, FL  
Phone: 904/310-6220  
E-mail: QEDron@aol.com

BID PRICE: \$ N/A

\*\*\*\*\*  
FOR OFFICIAL USE ONLY

Did bid submission meet Specifications? Yes  No   
If Exceptions were listed, was overall product/project satisfactory? Yes  No

Town Board Meeting Date: Aug 13, 2013

**SUCCESSFUL BIDDER?** Yes  No



**FINANCIAL FEASIBILITY STUDY  
SCOPE OF WORK, SCHEDULE AND BUDGET  
PROPOSED PAHRUMP VALLEY GENERAL AVIATION AIRPORT, NEVADA  
August 5, 2013**

**Introduction**

The following scope of work addresses the primary issue of the financial feasibility of constructing and operating the new Pahrump Valley General Aviation Airport. More specifically, the study assesses the financial viability of the Town of Pahrump, Nevada to fund its local share of the establishment cost and annual operating and management expenses through the collection of operating revenues and contributions from the recently enacted 2 Percent Airport Room Tax Fund. Variability in the financial outcome can be achieved through the application of differing airport capital investment staging programs and forms of operation and management structures in an iterative process as described below.

The scope of work incorporates the most recently developed forecasts of aviation activity and planned capital improvements at the selected Site C for the proposed airport as given in the financial feasibility study.

During the course of the financial feasibility study, the Town will assist QED in gaining access to key federal, state and city/town agency representatives, and possibly private sector entities such as Stern Brothers & Company, in order to obtain their timely input to the study.

**Task 1 – Site Visit and Data Collection**

QED will conduct a visit to Site C combined with a meeting of the key stakeholders as identified by the Town at the initiation of the financial feasibility study. This visit also affords opportunity for QED to obtain current unit construction costs from the NDOT office in Las Vegas as input to preparing an updated capital improvement program construction cost estimate.

**Task 2 – Updated Capital Costs and Grant Funding Potential**

QED will update the construction cost estimates to establish the required key facilities presented in the current Airport Layout Plan, and request the FAA and NDOT to offer their estimates of the availability of airport grant funding in terms of amount and timing to support the 20-year capital improvement program. These estimates will serve as input to the assessment of alternative capital improvement staging programs.

QED will also contact the Town and its bond counsel with respect to the Town's ability to issue new bonds for an airport capital improvement program, including possible bonding limits, coverage requirements and anticipated interest rates.

### **Task 3 – Alternative Airport Management and Operations Structures**

QED will evaluate three alternative means to manage and operate the proposed airport that have subsequent impacts on the financial feasibility to establish (construct) the airport. The advantages and disadvantages of each form of airport management and operation structure will be reviewed by QED in order to facilitate the selection of a preferred arrangement by the Town during the course of the study. The three alternative airports management and operations structures to be evaluated include:

1. Town finances, constructs and operates all airfield and terminal area facilities, thereby earning all revenues and incurring all expenses including debt service.
2. Town solicits proposals from the private sector to finance, construct and operate certain airport facilities such as those ineligible for FAA AIP or NDOT funding, which primarily includes terminal buildings, hangars and aircraft fueling systems.
3. Town finances and constructs all airfield and terminal area facilities and solicits proposals from the private sector to lease certain of these, principally the terminal area facilities, under proposed terms and conditions.

### **Task 4 – Capital Improvement Program Funding**

QED will utilize input from the FAA and NDOT concerning the extent and timing of airport development grants, including the issuance of Letters of Intent, to construct the airport facilities eligible for such funding. QED will also explore other capital improvement funding sources such as Tax Increment Financing, Nevada Governor's Office of Economic Development, and Rural Communities Development and Community Block Grants, as may be appropriate. These additional sources apply to capital improvements that are typically ineligible for FAA and/or NDOT grant funding. However, such sources may be useful should such grant funding for eligible projects be delayed or otherwise considered not likely to be available at the desired stages of the establishment of the proposed airport.

### **Task 5 – Pro Forma Statements of Operating Revenues and Expenses and Debt Service**

QED will prepare pro forma statements of operating revenues and expenses for each of the alternative airport management and operations structures and debt service requirements associated with alternative capital improvement staging programs. These statements will be prepared for each of the first 5 years of operation and development of the proposed airport and then for the 10th, 15th and 20th year time frames, and include contributions from the 2 Percent

Airport Room Tax Fund. The latter will be obtained from the Town based on the recent history of such collections and anticipated future levels.

Shortfalls in net operating revenue to meet debt service requirements may be offset by evaluating modifications to the staging and extent of the airport capital improvement program. This is an iterative process that seeks to balance revenue potentials with operating costs and debt service requirements to achieve financial self-sufficiency.

#### **Task 6 – Interim Report**

QED will submit an interim report in electronic format describing the results of Task 1 through Task 5 for review by the Town, FAA and NDOT. The report will be discussed in a teleconference with the aim of defining the most appropriate airport management and operation structure and financially viable capital improvement program.

#### **Task 7 – Draft Final Report, Town Board Presentation and Final Report**

QED will modify the interim report in Task 6 to reflect the input received during its review and present a draft final report to the Town Board in a public meeting. It is anticipated that the Town Board will then select the preferred means (management and operation structure and staged capital improvement program) to achieve financial self-sufficiency soon after the conclusion of the meeting. QED will then finalize the report and submit it electronically to the Town for its distribution to the FAA and NDOT.

#### **Task 8 – Coordination**

QED will be on-site twice during the course of the financial feasibility study. However, this does not limit the interaction between the Town and QED during the course of the study. QED will be available for periodic telephone conferences that may be initiated upon request by the Town, or a special committee that may be formed by the Town, at any time. QED may also request such teleconferences at key stages during the conduct of the financial feasibility study.

## SCHEDULE

The anticipated 11-week schedule for the conduct of the scope of work is outlined in the table below. Some tasks may overlap in their sequencing as the study progresses.

Task	Start at the Beginning of:	Complete at the End of:
1. Site visit and data collection	Week 1	Week 1
2. Update capital costs	Week 2	Week 2
3. Alternative management and operations structures	Week 3	Week 4
4. Capital improvement program funding	Week 4	Week 5
5. Pro forma statements and iterative financial analysis	Week 5	Week 9
6. Interim report	Week 10	Week 10
7. Draft report, Town Board presentation, final report	Week 11	Week 11
8. Coordination	Week 1	Week 11

## BUDGET

The following table presents the basis for establishing a lump sum budget for the financial feasibility study. Ronald Price will be the principal consultant and assisted by QED associate consultants.

Task	Person-Hours		
	R. Price	C. Haynes	E. Roth
1. Site visit and data collection	24		
2. Update capital costs	16		4
3. Alternative management and operations structures	64		
4. Capital improvement program funding	40	8	
5. Pro forma statements and iterative financial analysis	112	48	16
6. Interim report	12	4	8
7. Draft report, Town Board presentation, final report	16		8
8. Coordination	Included in the above		
<b>Total Person-Hours</b>	<b>284</b>	<b>60</b>	<b>36</b>
Hourly rate (\$/hr)	225	190	90
<b>Labor (\$)</b>	<b>63,900</b>	<b>11,400</b>	<b>3,240</b>
<b>Expenses (\$)</b>	<b>3,100</b>		
<b>Total budget (\$)</b>	<b>81,640</b>		

**AGENDA ITEM REQUEST**

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DATE AGENDA ITEM SUBMITTED      DATE OF DESIRED BOARD MEETING  
8/15/2013      8/27/2013

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

ITEM REQUESTED FOR CONSIDERATION:  
Consideration for possible action to either renew the the Pyrotechnic Fireworks contract or to issue a new RFP for alternate organizations to bid for an award for the 2014 Fourth of July fireworks event in Petrack Park.  
***If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.***

BRIEF SUMMARY OF ITEM:  
Pyrotechnic Fireworks has previously been under contract to the Town of Pahrump for a fireworks display. The amount of the previous contract was \$25,000.

STAFF COMMENTS/RECOMMENDATIONS:  
Complaints have been received regarding debris fallout from the fireworks display. Staff would recommend issuing a new RFP. Alternatively, should the Board award to Pyrotechnics, staff would recommend requesting differing types of fireworks with less debris remnants.

BACKUP ATTACHED:     YES       NO

NAME OF PRESENTER(s) OF ITEM:    Bill Dolen, Vice Chair Town Board

SPONSORED BY:  
Bill Dolen        
Print Name      Signature  
400 N. Hwy 160      (775) 727-5107 ext.  
Mailing Address      Telephone Number



Headquarters

P.O. Box 149  
New Castle, PA 16103

TEL: 724. 652. 9555  
800. 854. 4705

FAX: 724. 652. 1288  
EMAIL: info@pyrotechnico.com  
WEB: www.pyrotechnico.com

U.S. Locations

Atlanta, GA 877. 974. 0102  
Las Vegas, NV 800. 956. 7976  
Montgomery, AL 800. 255. 1199  
New Orleans, LA 800. 783. 2913  
Tampa, FL 888. 352. 7975

November 3, 2010

Town of Pahrump  
400-N. Nevada Highway 160  
Pahrump NV 89060

Dear Arletta Ledbetter,

I have enclosed the sales order, the fully executed contract, along with the original insurance certificate for the December 11, 2010 display in conjunction with your event. Please keep these for your records.

Thank you very much for your continued confidence, and support in our products and service. It is truly appreciated. Great performances are our passion. We realize you have a choice in companies to provide your fireworks entertainment, and we appreciate your confidence in Pyrotechnico. Please feel free to contact us at any time with questions or concerns.

Sincerely,

Beverly Stilts

Sales Assistant

Pyrotechnico-New Castle  
P.O. Box 149  
New Castle, PA 16103  
800-854-4705-Toll Free  
724-652-1288-Fax  
[www.pyrotechnico.com](http://www.pyrotechnico.com)  
[www.rockloves.com](http://www.rockloves.com)



\*Rock 'n Roll energy took center stage at the world's most prestigious fireworks venue LaRonde in Montreal, Canada. Pyrotechnico's design team developed "Rock Loves...", a five-act thriller that brought the international crowd to its feet and were awarded the coveted Gold Jupiter.



Pyrotecnico  
P.O. Box 310  
New Castle PA 16103  
(724) 652-9555

### Sales Order

Date	11/3/2010
Order #	SO-FX4647
Terms	As per contract
P.O. #	
Sales Rep	Parrilla, John
Show Date	12/11/2010

Bill To  
Town of Pahrump  
400 N. Nevada Highway 160  
Pahrump NV 89060

Item	Description	Amount
Special Aerial Display	Fireworks Display Date: December 11, 2010	0.00
	Donated Show For Toys For Tots	
<b>Total</b>		<b>\$0.00</b>



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**U.S. Locations**

Atlanta, GA 877. 926. 0107  
Las Vegas, NV 800. 956. 7976  
Montgomery, AL 800. 255. 1199  
New Orleans, LA 800. 783. 7511  
Tampa, FL 888. 767. 7976

**Fireworks Display Contract**

THIS CONTRACT (this "Contract") is made this 06 day of October, 2010-10-06 by and between **PYROTECNICO F/X**, a Nevada LLC ("Pyrotecnico"), and **Town Of Pahrump Nevada** ("Sponsor"), with its principal place of business located at 400, North Highway 160 Pahrump Nevada 89060.

WHEREAS, Pyrotecnico is desirous of providing Sponsor with multiple fireworks exhibitions and displays for Sponsor's benefit under such terms and conditions as provided herein, and thereby, the parties agree as follows:

**1. Fireworks Display.**

Pyrotecnico shall sell, furnish and deliver to Sponsor certain fireworks which Pyrotecnico agrees to exhibit and display on December 11, 2010 (One (1) donated display for Toys for Tots) and (three (3) Non donated displays) performed on July 4, 2011, July 4, 2012, July 4, 2013 in accordance with the program set forth and agreed upon at the time of the signing of this Contract, the specifics of which are set forth in the "Fireworks Exhibition and Display Program" attached hereto and incorporated herein by reference thereto (the "Fireworks Display").

**2. Payment Schedule.**

For and in consideration of each Fireworks Display, Sponsor agrees to pay Pyrotecnico the sum of **\$ 25,000.00 U.S. Dollars Per Non Donated Annual Fireworks Display** (the "Contract Price") paid as follows: a. 50% of the Contract Price due upon the signing of this Contract; b. the balance of the Contract Price due within ten (10) days of completion of the 2011 Fireworks Display. c. 50% of contract price due February 1, 2012; d. Balance of contract price due within ten (10) days of completion of the 2012 Fireworks Display. e. 50% of contract price due February 1, 2013 f. Balance due within ten (10) days of completion of the 2013 Fireworks Display.

Sponsor agrees to pay interest at the rate of 1 1/2 % per month on any delinquent balance of the Contract Price until paid in full. Payment shall be made by certified check or otherwise as agreed by Pyrotecnico to Pyrotecnico at P.O. Box 149, New Castle, PA 16103. Furthermore, in the event Sponsor fails to perform its obligations and responsibilities as set forth herein and it becomes necessary for Pyrotecnico to enforce its rights by hiring an attorney, Sponsor shall be responsible for all attorneys' fees and costs incurred by Pyrotecnico to collect said sums.

**3. Display Responsibilities.**

Pyrotecnico and Sponsor will collaborate in the performance of all tasks relating to the Fireworks Display. These tasks include, but are not limited to, (i) procuring and furnishing a place suitable for the Fireworks Display (the "Display Site"), (ii) applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals"), (iii) providing adequate private and/or public security, police and fire protection, (iv) securing an acceptable location with private and/or public security personnel to park the Pyrotecnico fireworks truck(s) overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the Fireworks Display), (v) securing adequate protection to preclude all individuals, other than those authorized by Pyrotecnico, from entering the security area designated by Pyrotecnico, (vi) keeping unauthorized persons or personal or real property of any kind, including, without limitation, motor vehicles, outside of the Display Site, fallout area or safe zone. Pyrotecnico and Sponsor shall fulfil their responsibilities as set forth herein in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).

**4. Indemnification and Limitation of Liability.**

Sponsor shall indemnify, defend and hold Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers harmless from any and all demands, claims, causes of action, judgments or liability (including, without limitation, the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including, without limitation, real and personal) or bodily or personal injuries (including, without limitation, death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of Sponsor or its employees, agents, contractors or representatives, or (b) the failure of Sponsor to comply with its obligations and responsibilities as set forth herein. Pyrotecnico shall indemnify, defend and hold Sponsor harmless from any and all demands, claims, causes of action, judgments or liability (including, without limitation, the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including, without limitation, real and personal) or bodily or personal injuries (including, without limitation, death), whether arising from tort, contract or otherwise, that occur directly or indirectly from the gross negligence or willful misconduct of Pyrotecnico or its employees, agents, contractors or representatives. Sponsor shall not under any circumstances be entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from Pyrotecnico, including, without limitation, loss of income, business or profits.

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**Fireworks Display Contract**

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WHEREAS, Pyrotecnico is desirous of providing Sponsor with multiple fireworks exhibitions and displays for Sponsor's benefit under such terms and conditions as provided herein, and thereby, the parties agree as follows:

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Sponsor agrees to pay Interest at the rate of 1½ % per month on any delinquent balance of the Contract Price until paid in full. Payment shall be made by certified check or otherwise as agreed by Pyrotecnico to Pyrotecnico at P.O. Box 149, New Castle, PA 16103. Furthermore, in the event Sponsor fails to perform its obligations and responsibilities as set forth herein and it becomes necessary for Pyrotecnico to enforce its rights by hiring an attorney, Sponsor shall be responsible for all attorneys' fees and costs incurred by Pyrotecnico to collect said sums.

**3. Display Responsibilities.**

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**4. Indemnification and Limitation of Liability.**

Sponsor shall indemnify, defend and hold Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers harmless from any and all demands, claims, causes of action, judgments or liability (including, without limitation, the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including, without limitation, real and personal) or bodily or personal injuries (including, without limitation, death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of Sponsor or its employees, agents, contractors or representatives, or (b) the failure of Sponsor to comply with its obligations and responsibilities as set forth herein. Pyrotecnico shall indemnify, defend and hold Sponsor harmless from any and all demands, claims, causes of action, judgments or liability (including, without limitation, the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including, without limitation, real and personal) or bodily or personal injuries (including, without limitation, death), whether arising from tort, contract or otherwise, that occur directly or indirectly from the gross negligence or willful misconduct of Pyrotecnico or its employees, agents, contractors or representatives. Sponsor shall not under any circumstances be entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from Pyrotecnico, including, without limitation, loss of income, business or profits.



**5. Postponement.**

In the event that weather is such that Pyrotecnico, in its sole and absolute discretion, determines that the Fireworks Display would be impossible, impractical or would unnecessarily increase the risk of damage or danger to person and/or property, the parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks Display shall be discussed with a view toward reaching a mutually satisfactory postponement time and/or date. In the event the mutually satisfactory postponement time and/or date is beyond the day following the scheduled Fireworks Display and it is impracticable for the personnel and equipment of Pyrotecnico to remain at Sponsor's location until the rescheduled Fireworks Display date, then Sponsor shall pay the actual expenses incurred by Pyrotecnico related to the postponement, which shall not exceed forty percent (40%) of the Contract Price. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of display, additional taxes or surcharges, or any other additional expenses that incurred prior to and/or as a result of the postponement or cancellation. In the event a mutually satisfactory postponement date for the Fireworks Display cannot be determined, this Contract shall become null and void and neither party shall have any further obligation or responsibility hereunder, provided however, that in such event Sponsor shall pay to Pyrotecnico a sum equal to seventy-five (75%) of the Contract Price as liquidated damages.

**6. Cancellation.**

If (i) Sponsor cancels this Contract for any reason, or (ii) Pyrotecnico is prevented from a timely completion of all tasks due to relating to the Fireworks Display in accordance with this Contract with the assistance of Sponsor and cancels this Contract despite both parties best efforts, liquidated damages for such cancellation shall be paid by Sponsor to Pyrotecnico as follows: a. In the event the Fireworks Display is cancelled more than thirty (30) days before the date scheduled for the Fireworks Display, twenty-five percent (25%) of the amount of the Contract Price; b. In the event the Fireworks Display is cancelled no more than thirty (30) days and no less than four (4) days before the Contract, fifty percent (50%) of the Contract Price; c. If the Fireworks Display is cancelled no more than three (3) days but before the day scheduled for the Fireworks Display, seventy-five percent (75%) of the Contract Price; or d. On the day scheduled for the Fireworks Display, one hundred percent (100%) of the Contract Price.

In the event Pyrotecnico cancel's Fireworks Display prior to display date due to unforeseen circumstances, Other than inclement weather, This Contract shall become null and void and neither party shall have any further obligation or responsibility hereunder.

**7. Venue.**

In any action on or relating to this Contract, the parties hereto consent to the exclusive jurisdiction and venue of the state courts located in Clark County, Nevada and of the federal courts located in the United States District Court for Las Vegas Nevada.

**8. Legal Construction.**

If any provision of this Contract is held to be illegal, invalid or otherwise unenforceable, then: (a) the same shall not affect other terms or provisions of this Contract; and (b) such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent the intent and agreements of the parties set forth herein.

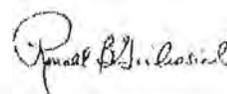
**9. Entire Agreement.**

This Contract and the Fireworks Exhibition and Display Program constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned executed this Contract by and through their authorized representatives whose names appear below.

**PYROTECNICO**  
By: [Signature]  
Its: [Signature]

**SPONSOR:**  
By: [Signature]  
Its: Chairman Town Board

<b>ACORD</b> <sub>TM</sub>	<b>CERTIFICATE OF INSURANCE</b>	ISSUE DATE 11/03/2010			
<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10285 Birmingham, AL 35202 PHONE: 800-476-2211	This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.				
	<b>COMPANIES AFFORDING COVERAGE</b>				
	Company A United States Fire Insurance				
<b>INSURED</b> Pyrotechnico F/X L.L.C. P.O. Box 310 Now Casilo, PA 16103	Company B James River Insurance Company				
	Company C Westchester Surplus Lines Inc				
	Company D				
	Company E				
This is to certify that the policies of Insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.					
CO LT	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE EXPIRATION	LIMITS OF LIABILITY	
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Officers' and Contractors' Protection <input type="checkbox"/> <input type="checkbox"/> General Aggregate Limit applies per: <input type="checkbox"/> Policy <input checked="" type="checkbox"/> Project <input type="checkbox"/> Location	000292602	01/14/2010 01/14/2011	EACH OCCURRENCE	\$ 1,000,000
				FIRE DAMAGE	\$ 100,000
				MEDICAL EXPENSE	\$ 5,000
				PERS. AND ADVERTISING INJURY	\$ 1,000,000
				GENERAL AGGREGATE	\$ 5,000,000
				PRODUCTS AND COMP. OPER. AGG.	\$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> Any Automobile <input type="checkbox"/> All Owned Automobiles <input type="checkbox"/> Scheduled Automobiles <input checked="" type="checkbox"/> Hired Automobiles <input checked="" type="checkbox"/> Non-owned Automobiles <input type="checkbox"/>	1337268354	01/14/2010 01/14/2011	COMBINED SINGLE LIMIT	\$ 1,000,000
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
				COMPREHENSIVE	\$1000 deductible
				COLLISION	\$1000 deductible
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC Statutory Limit	Other
				EL EACH ACCIDENT	\$
				EL DISEASE (Each employee)	\$
				EL DISEASE (Policy Limit)	\$
B	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	000296202	01/14/2010 01/14/2011	EACH OCCURRENCE	\$ 4,000,000
				AGGREGATE	\$ 4,000,000
C	<b>EXCESS UMBRELLA COVERAGE</b>	G22054752003	01/14/2010 01/14/2011	XS of Underlying \$4, Million	\$ 5,000,000
					\$
					\$
					\$
					\$
Fireworks Display Date: December 11, 2010 Location: 1600 E Honeysuckle - Ian Douth Memorial Park This Certificate Holder is named as Additional Insured with respect to General Liability as required by written contract subject to policy terms, conditions, and exclusions.					
<b>CERTIFICATE HOLDER</b>  Town of Pahump 400 N Hwy 160 Pahump, NV 89060			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		
			Authorized Representative  		
			Certificate ID# 84J92TMD		

**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  
8/15/2013      8/27/2013

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

**ITEM REQUESTED FOR CONSIDERATION:**

Consideration for possible action to create a permanent Agenda item for the CFO's bi-weekly financial 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:**

The Town Board is desirous of receiving financial information on a more consistent basis and previously moved for inclusion of a CFO financial report during staff comments at the monthly Town Board meetings.

**STAFF COMMENTS/RECOMMENDATIONS:**

This is merely a formality to renew a request. If adopted, the CFO's Financial report will become a nonaction item under Staff Reports.

BACKUP ATTACHED:     YES       NO

NAME OF PRESENTER(S) OF ITEM:    Bill Dolan, Vice Chair Town Board

**SPONSORED BY:**

Bill Dolen  
Print Name

  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107 ext.  
Telephone Number

**MEMO  
TOWN OF PAHRUMP**

TO: Town Board

FROM: Susan Holecheck, Town Manager  
Michael Sullivan, Finance Director

DATE: July 23, 2013

RE: FY13 4th Quarter YTD EDEN Financial Update Report

**1. Background**

We have just completed Fiscal Year 2013 on June 30th. However, today's report will not reflect fully the final transactions, accruals, or adjustments until after the audit is completed. The FY13 books remain open through August 15th to record transactions which have to be posted in the prior year, even though we issue the payments in FY14. For instance, the June bills for utilities and fuel bills, along with delivered materials and supplies, will be received and paid during the month of July and early August.

At this time, depending on the timely submittal by Nye County of the Town's final trial balance to the external auditor, and barring none of unforeseen issues they experienced in the past with the new County software, we anticipate our audit will be completed by November per the NRS requirements.

While the FY12 audit was unfortunately not completed until right before the adoption of the Final FY14 budgets, it contained no surprises in terms of projected fund balances that would negatively impact our FY13 or FY14 budgets.

I believe we need to remain conservative in our projections and assumptions for the FY14 budget. The caution would be based on the struggling improvement in the regional and national economies, as reflected in the job market statistics. International issues and markets remain turbulent while current oil and gas prices seem to be rising. Impacts to tourism and discretionary income due to higher gasoline prices are a concern.

**2.) Comments on the 4th Quarter Report**

- The FY13 YTD 4th Quarter EDEN Financial Report consists of seven pages. The first two pages are the departments within the General Fund. The remaining pages summarize the other 20 funds we operate.

The county does not run an accrual accounting system during the year, so this report reflects the cash basis in EDEN for FY13. Based on that data, all of the funds continue to

**MEMO  
TOWN OF PAHRUMP**

be within their budgetary range.

- As always, the management staff together with the Town Board continues to monitor all the expenditures. The Town Board primarily through the accounts payable approval process at each Town Board meeting and agenda items.
- The disappointment is that we are unable, at this time, to create a more global view of the funds, including revenues along with beginning and ending fund balances as we had in the past.
- The only specific amount I wanted to remind everyone of is that for budgetary purposes, the Ambulance Fund "Bad Debt Expense" row contains an allocation of over \$1.5 million dollars which doesn't get expensed until the FY13 audit. So with no actual expenses posted YTD, it will create a lower false percentage of budgetary status year-to-date for the entire Ambulance Fund budget.

.If you have any other questions, let me know.

**Town of Pahrump  
Expenditure Status Report  
7/1/12 thru 6/30/13**

<b>Account Number</b>	<b>Adjusted Appropriation</b>	<b>Expenditures</b>	<b>Year-to-date Expenditures</b>	<b>Balance</b>	<b>Prct Used</b>	<b>Comment</b>
<b>25101-02</b>	<b>GF - ADMINISTRATION</b>					
Total SALARIES & WAGES	388,800.00	323,189.34	323,189.34	65,610.66	83.12	
Total BENEFITS	238,236.00	142,739.06	142,739.06	95,496.94	59.91	
Total SERVICES & SUPPLIES	520,000.00	427,436.01	427,436.01	92,563.99	82.20	
Total CAPITAL EXPENDITURES	5,000.00	0.00	0.00	5,000.00	0.00	
Total TRANSFERS	0.00	0.00	0.00	0.00	0.00	
Total ADMINISTRATION	1,152,036.00	893,364.41	893,364.41	258,671.59	77.55	
<b>25101-20</b>	<b>GF - BUILDINGS &amp; GROUNDS</b>					
Total SALARIES & WAGES	558,727.00	465,180.79	465,180.79	93,546.21	83.26	
Total BENEFITS	265,171.00	233,458.00	233,458.00	31,713.00	88.04	
Total SERVICES & SUPPLIES	365,000.00	250,224.28	250,224.28	114,775.72	68.55	
Total CAPITAL EXPENDITURES	55,000.00	25,190.64	25,190.64	29,809.36	45.80	
Total BUILDINGS & GROUNDS	1,243,898.00	974,053.71	974,053.71	269,844.29	78.31	
<b>25101-28</b>	<b>GF - FIRE</b>					
Total SALARIES & WAGES	771,062.00	810,272.27	810,272.27	-39,210.27	105.09	
Total BENEFITS	462,329.00	391,334.72	391,334.72	70,994.28	84.64	
Total SERVICES & SUPPLIES	263,450.00	212,019.83	212,019.83	51,430.17	80.48	
Total CAPITAL EXPENDITURES	90,000.00	0.00	0.00	90,000.00	0.00	
Total FIRE	1,586,841.00	1,413,626.82	1,413,626.82	173,214.18	89.08	
<b>25101-86</b>	<b>GF - ARENA</b>					
Total SALARIES & WAGES	16,000.00	0.00	0.00	16,000.00	0.00	
Total BENEFITS	0.00	0.00	0.00	0.00	0.00	
Total SERVICES & SUPPLIES	10,000.00	8,292.29	8,292.29	1,707.71	82.92	
Total CAPITAL EXPENDITURES	3,000.00	0.00	0.00	3,000.00	0.00	
Total ARENA	29,000.00	8,292.29	8,292.29	20,707.71	28.59	

**Town of Pahrump  
Expenditure Status Report  
7/1/12 thru 6/30/13**

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Balance</i>	<i>Prct Used</i>	<i>Comment</i>
<b>25101-88</b> <b>GF - TELEVISION</b>						
<b>Total</b> SALARIES & WAGES	0.00	0.00	0.00	0.00	0.00	
<b>Total</b> BENEFITS	0.00	0.00	0.00	0.00	0.00	
<b>Total</b> SERVICES & SUPPLIES	10,000.00	7,065.22	7,065.22	2,934.78	70.65	
<b>Total</b> CAPITAL EXPENDITURES	3,000.00	0.00	0.00	3,000.00	0.00	
<b>Total</b> TELEVISION	13,000.00	7,065.22	7,065.22	5,934.78	54.35	
<b>25101-95</b> <b>GF - TRANSFERS &amp; CONTINGENCY</b>						
<b>Total</b> SERVICES & SUPPLIES	0.00	0.00	0.00	0.00	0.00	
<b>Total</b> TRANSFERS & CONTINGENCY	130,503.00	0.00	0.00	130,503.00	0.00	
<b>Total</b> PAHRUMP TOWN	4,155,278.00	3,296,402.45	3,296,402.45	858,875.55	79.33	
	4,155,278.00	3,296,402.45	3,296,402.45	858,875.55	79.33	

**Town of Pahrump  
Expenditure Status Report  
7/1/12 thru 6/30/13**

<b>Account Number</b>	<b>Adjusted Appropriation</b>	<b>Expenditures</b>	<b>Year-to-date Expenditures</b>	<b>Balance</b>	<b>Prct Used</b>	<b>Comment</b>
<b>25217</b>	<b>PAHRUMP FALL FESTIVAL</b>					
Total BENEFITS	0.00	0.00	0.00	0.00	0.00	
Total SERVICES & SUPPLIES	0.00	0.00	0.00	0.00	0.00	
Total CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	
Total PAHRUMP FALL FESTIVAL	0.00	0.00	0.00	0.00	0.00	
<b>25220</b>	<b>PAHRUMP STATE ROOM TAX 5/8</b>					
Total SALARIES & WAGES	3,000.00	0.00	0.00	3,000.00	0.00	
Total BENEFITS	1,500.00	0.00	0.00	1,500.00	0.00	
Total SERVICES & SUPPLIES	140,000.00	63,735.44	63,735.44	76,264.56	45.53	
Total TRANSFERS	0.00	0.00	0.00	0.00	0.00	
Total PAHRUMP STATE ROOM TAX 5/8	144,500.00	63,735.44	63,735.44	80,764.56	44.11	
<b>25221</b>	<b>PAHRUMP 1/5 ECONOMIC DEVELOPMENT</b>					
Total SALARIES & WAGES	0.00	0.00	0.00	0.00	0.00	
Total BENEFITS	0.00	0.00	0.00	0.00	0.00	
Total SERVICES & SUPPLIES	160,000.00	89,094.45	89,094.45	70,905.55	55.68	
Total CAPITAL EXPENDITURES	25,000.00	0.00	0.00	25,000.00	0.00	
Total TRANSFERS	0.00	0.00	0.00	0.00	0.00	
Total PAHRUMP 1/5 ECONOMIC DEVELOPMENT	185,000.00	89,094.45	89,094.45	95,905.55	48.16	
<b>25222</b>	<b>PAHRUMP 3/5 TOURISM</b>					
Total SALARIES & WAGES	38,438.00	49,121.53	49,121.53	-10,683.53	127.79	
Total BENEFITS	13,403.00	19,425.02	19,425.02	-6,022.02	144.93	
Total SERVICES & SUPPLIES	925,000.00	256,809.36	256,809.36	668,190.64	27.76	
Total CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	
Total TRANSFERS	0.00	0.00	0.00	0.00	0.00	
Total PAHRUMP 3/5 TOURISM	976,841.00	325,355.91	325,355.91	651,485.09	33.31	
<b>25223</b>	<b>PAHRUMP 1/10 PARKS</b>					
Total SALARIES & WAGES	1,000.00	0.00	0.00	1,000.00	0.00	

**Town of Pahrump  
Expenditure Status Report  
7/1/12 thru 6/30/13**

<b>Account Number</b>	<b>Adjusted Appropriation</b>	<b>Expenditures</b>	<b>Year-to-date Expenditures</b>	<b>Balance</b>	<b>Prct Used</b>	<b>Comment</b>
<b>Total</b> BENEFITS	500.00	0.00	0.00	500.00	0.00	
<b>Total</b> SERVICES & SUPPLIES	25,000.00	7,982.00	7,982.00	17,018.00	31.93	
<b>Total</b> CAPITAL EXPENDITURES	240,000.00	0.00	0.00	240,000.00	0.00	
<b>Total</b> TRANSFERS	0.00	0.00	0.00	0.00	0.00	
<b>Total</b> PAHRUMP 1/10 PARKS	266,500.00	7,982.00	7,982.00	258,518.00	3.00	
<b>25224</b>	<b>PAHRUMP 1/10 ARENA</b>					
<b>Total</b> SALARIES & WAGES	0.00	0.00	0.00	0.00	0.00	
<b>Total</b> BENEFITS	0.00	0.00	0.00	0.00	0.00	
<b>Total</b> SERVICES & SUPPLIES	0.00	0.00	0.00	0.00	0.00	
<b>Total</b> CAPITAL EXPENDITURES	340,000.00	0.00	0.00	340,000.00	0.00	
<b>Total</b> TRANSFERS	0.00	0.00	0.00	0.00	0.00	
<b>Total</b> PAHRUMP 1/10 ARENA	340,000.00	0.00	0.00	340,000.00	0.00	
<b>25225</b>	<b>AIRPORT ROOM TAX</b>					
<b>Total</b> SALARIES & WAGES	0.00	0.00	0.00	0.00	0.00	
<b>Total</b> BENEFITS	0.00	0.00	0.00	0.00	0.00	
<b>Total</b> SERVICES & SUPPLIES	0.00	0.00	0.00	0.00	0.00	
<b>Total</b> CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	
<b>Total</b> AIRPORT ROOM TAX	0.00	0.00	0.00	0.00	0.00	
<b>25251</b>	<b>PAHRUMP FIRE IMPACT FEE</b>					
<b>Total</b> SERVICES & SUPPLIES	0.00	0.00	0.00	0.00	0.00	
<b>Total</b> CAPITAL EXPENDITURES	350,000.00	0.00	0.00	350,000.00	0.00	
<b>Total</b> TRANSFERS	0.00	0.00	0.00	0.00	0.00	
<b>Total</b> PAHRUMP FIRE IMPACT FEE	350,000.00	0.00	0.00	350,000.00	0.00	
<b>25252</b>	<b>PAHRUMP PARKS IMPACT FEE</b>					
<b>Total</b> SERVICES & SUPPLIES	0.00	0.00	0.00	0.00	0.00	
<b>Total</b> CAPITAL EXPENDITURES	500,000.00	255,050.50	255,050.50	244,949.50	51.01	
<b>Total</b> TRANSFERS	0.00	0.00	0.00	0.00	0.00	
<b>Total</b> PAHRUMP PARKS IMPACT FEE	500,000.00	255,050.50	255,050.50	244,949.50	51.01	

**Town of Pahrump  
Expenditure Status Report  
7/1/12 thru 6/30/13**

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Balance</i>	<i>Prct Used</i>	<i>Comment</i>
<b>25268</b>	<b>PAHRUMP BUSINESS LICENSE</b>					
Total SALARIES & WAGES	59,849.00	29,418.41	29,418.41	30,430.59	49.15	
Total BENEFITS	32,071.00	12,527.15	12,527.15	19,543.85	39.06	
Total SERVICES & SUPPLIES	25,000.00	6,437.37	6,437.37	18,562.63	25.75	
Total CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	
Total TRANSFERS	0.00	0.00	0.00	0.00	0.00	
Total PAHRUMP BUSINESS LICENSE	116,920.00	48,382.93	48,382.93	68,537.07	41.38	
<b>25272</b>	<b>PAHRUMP CEMETERY</b>					
Total SALARIES & WAGES	11,000.00	0.00	0.00	11,000.00	0.00	
Total BENEFITS	5,000.00	0.00	0.00	5,000.00	0.00	
Total SERVICES & SUPPLIES	18,000.00	9,059.43	9,059.43	8,940.57	50.33	
Total CAPITAL EXPENDITURES	15,000.00	726.10	726.10	14,273.90	4.84	
Total TRANSFERS	0.00	0.00	0.00	0.00	0.00	
Total PAHRUMP EXPENDITURES	0.00	150.00	150.00	-150.00	0.00	
Total PAHRUMP CEMETERY	49,000.00	9,935.53	9,935.53	39,064.47	20.28	
<b>25273</b>	<b>PAHRUMP CEMETERY PERPETUAL</b>					
Total SALARIES & WAGES	0.00	0.00	0.00	0.00	0.00	
Total SERVICES & SUPPLIES	0.00	0.00	0.00	0.00	0.00	
Total PAHRUMP CEMETERY PERPETUAL	0.00	0.00	0.00	0.00	0.00	
<b>25274</b>	<b>PAHRUMP POOL</b>					
Total SALARIES & WAGES	107,602.00	72,120.41	72,120.41	35,481.59	67.03	
Total BENEFITS	31,933.00	9,236.44	9,236.44	22,696.56	28.92	
Total SERVICES & SUPPLIES	30,500.00	31,708.17	31,708.17	-1,208.17	103.96	
Total CAPITAL EXPENDITURES	65,000.00	5,906.95	5,906.95	59,093.05	9.09	
Total TRANSFERS	0.00	0.00	0.00	0.00	0.00	
Total PAHRUMP EXPENDITURES	30,000.00	21,619.23	21,619.23	8,380.77	72.06	
Total PAHRUMP POOL	265,035.00	140,591.20	140,591.20	124,443.80	53.05	

**Town of Pahrump  
Expenditure Status Report  
7/1/12 thru 6/30/13**

<b>Account Number</b>	<b>Adjusted Appropriation</b>	<b>Expenditures</b>	<b>Year-to-date Expenditures</b>	<b>Balance</b>	<b>Prct Used</b>	<b>Comment</b>
<b>25340</b>	<b>PAHRUMP AIRPORT</b>					
<b>Total PAHRUMP AIRPORT</b>	500,000.00	0.00	0.00	500,000.00	0.00	
<b>25401</b>	<b>PAHRUMP CAPITAL PROJECTS</b>					
<b>Total SALARIES &amp; WAGES</b>	0.00	0.00	0.00	0.00	0.00	
<b>Total SERVICES &amp; SUPPLIES</b>	0.00	0.00	0.00	0.00	0.00	
<b>Total CAPITAL EXPENDITURES</b>	1,350,000.00	0.00	0.00	1,350,000.00	0.00	
<b>Total TRANSFERS</b>	0.00	0.00	0.00	0.00	0.00	
<b>Total PAHRUMP CAPITAL PROJECTS</b>	1,350,000.00	0.00	0.00	1,350,000.00	0.00	
<b>25402</b>	<b>PAHRUMP SPECIAL CAPITAL PROJECTS</b>					
<b>Total SALARIES &amp; WAGES</b>	0.00	0.00	0.00	0.00	0.00	
<b>Total SERVICES &amp; SUPPLIES</b>	0.00	0.00	0.00	0.00	0.00	
<b>Total CAPITAL EXPENDITURES</b>	215,000.00	0.00	0.00	215,000.00	0.00	
<b>Total TRANSFERS</b>	0.00	0.00	0.00	0.00	0.00	
<b>Total PAHRUMP SPECIAL CAPITAL PROJECTS</b>	215,000.00	0.00	0.00	215,000.00	0.00	
<b>25411</b>	<b>PAHRUMP ARENA CAPITAL PROJECTS</b>					
<b>Total SALARIES &amp; WAGES</b>	0.00	0.00	0.00	0.00	0.00	
<b>Total BENEFITS</b>	0.00	0.00	0.00	0.00	0.00	
<b>Total SERVICES &amp; SUPPLIES</b>	0.00	0.00	0.00	0.00	0.00	
<b>Total CAPITAL EXPENDITURES</b>	60,000.00	0.00	0.00	60,000.00	0.00	
<b>Total TRANSFERS</b>	0.00	0.00	0.00	0.00	0.00	
<b>Total PAHRUMP ARENA CAPITAL PROJECTS</b>	60,000.00	0.00	0.00	60,000.00	0.00	
<b>25412</b>	<b>PAHRUMP TV CONSTRUCTION</b>					
<b>Total SALARIES &amp; WAGES</b>	0.00	0.00	0.00	0.00	0.00	
<b>Total SERVICES &amp; SUPPLIES</b>	5,000.00	0.00	0.00	5,000.00	0.00	
<b>Total CAPITAL EXPENDITURES</b>	55,000.00	0.00	0.00	55,000.00	0.00	
<b>Total TRANSFERS</b>	0.00	0.00	0.00	0.00	0.00	
<b>Total PAHRUMP TV CONSTRUCTION</b>	60,000.00	0.00	0.00	60,000.00	0.00	

**Town of Pahrump  
Expenditure Status Report  
7/1/12 thru 6/30/13**

<b>Account Number</b>	<b>Adjusted Appropriation</b>	<b>Expenditures</b>	<b>Year-to-date Expenditures</b>	<b>Balance</b>	<b>Prct Used</b>	<b>Comment</b>
<b>25414</b>	<b>PAHRUMP ROOM TAX FAIRGROUNDS</b>					
Total SALARIES & WAGES	5,000.00	0.00	0.00	5,000.00	0.00	
Total BENEFITS	1,500.00	0.00	0.00	1,500.00	0.00	
Total SERVICES & SUPPLIES	100,000.00	3,369.67	3,369.67	96,630.33	3.37	
Total CAPITAL EXPENDITURES	1,000,000.00	999,784.76	999,784.76	215.24	99.98	
Total TRANSFERS	0.00	0.00	0.00	0.00	0.00	
Total PAHRUMP ROOM TAX FAIRGROUNDS	1,106,500.00	1,003,154.43	1,003,154.43	103,345.57	90.66	
<b>25520</b>	<b>PAHRUMP AMBULANCE</b>					
Total SALARIES & WAGES	1,462,885.00	1,488,203.86	1,488,203.86	-25,318.86	101.73	
Total BENEFITS	886,544.00	679,469.97	679,469.97	207,074.03	76.64	
Total SERVICES & SUPPLIES	480,300.00	383,965.16	383,965.16	96,334.84	79.94	
Total BAD DEBT	1,587,478.00	0.00	0.00	1,587,478.00	0.00	
Total CAPITAL EXPENDITURES	270,000.00	33,333.60	33,333.60	236,666.40	12.35	
Total DEPRECIATION EXPENSE	125,000.00	0.00	0.00	125,000.00	0.00	
Total TRANSFERS	0.00	0.00	0.00	0.00	0.00	
Total PAHRUMP AMBULANCE	4,812,207.00	2,584,972.59	2,584,972.59	2,227,234.41	53.72	

**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.

<u>DATE AGENDA ITEM SUBMITTED</u> 8/20/2013	<u>DATE OF DESIRED BOARD MEETING</u> 8/27/2013
--	---

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

**ITEM REQUESTED FOR CONSIDERATION:**

Consideration to approve a new Federal Aviation Administration (FAA) Grant for the completion of Phase II of the Environmental Impact Statement (EIS) for the Proposed Pahrump Valley Airport in the amount of \$800,000.

***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:**

Pahrump has previously been in receipt of grants from the Federal Aviation Administration to assist in the EIS process for constructing of a General Aviation Airport. This grant submittal will afford 4 more years to conduct studies and research

**STAFF COMMENTS/RECOMMENDATIONS:**

Staff would recommend approval and offer that the Town's contribution would be 5% of \$800,000 or \$40,000.

BACKUP ATTACHED:     YES             NO

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

**SPONSORED BY:**

Susan Holecheck  
Print Name



Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107 ext.  
Telephone Number



Town of Pahrump 400 N. Hwy 160 Pahrump, NV 89060 Phone:775.727.5107 Fax: 775.727.0345

August 20, 2013

Ms. Robin Hunt, Manager,  
Federal Aviation Administration  
San Francisco Airports District Office  
1000 Marina Boulevard, Suite 220  
Brisbane, CA 94005-1835  
Telephone 650 - 827 - 7612; FAX 650 - 872 - 1430

REF: 2013 Town of Pahrump AIP Grant Close Out

Dear Ms. Hunt,

The Town of Pahrump requests that the FAA close out Airport Improvement Program grant AIP-3-32-0025-04. The final project cost for AIP grant 4 was \$ 179,021.00 with a final federal share of \$169,653.00.

Phases I(a) and I(b) of the Environmental Impact Statement consultant contract and associated Town administrative expenses for the proposed Pahrump Valley Airport are complete. Phase I(a) *Review Planning Studies and Site Visit* for the project required less coordination and project management effort than anticipated, so not all of the allocated funding for those tasks was required. Phase I(b) *Prepare Aviation Forecast*, was completed and approved by the FAA on February 7, 2012. All funding allocated to Phase I(b) was used. The Town of Pahrump SF 270, Partial Payment 9, dated February 29, 2012, was the Town's final financial drawdown for this project.

As discussed with FAA representatives Mr. Doug Pomeroy and Ms. Katherine Kennedy, the Town of Pahrump will submit a new grant application to continue this project instead of expending any of the remaining balance of \$330,347.00 in AIP 4.

Sincerely,

Susan Holecheck  
Pahrump Interim Town Manager

**APPLICATION FOR FEDERAL ASSISTANCE**

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		2. DATE SUBMITTED <b>August 20, 2013</b>	Applicant Identifier
Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

**5. APPLICANT INFORMATION**

Legal Name: <b>Town of Pahrump Nevada</b>		Organizational Unit: Department:	
Organizational DUNS: <b>026097407</b>		Division:	
Address: Street: <b>400 N. Hwy 160</b>		Name and telephone number of person to be contacted on matters involving this application (give area code) Prefix: <b>Mr.</b> First Name: <b>William</b>	
City: <b>Pahrump</b>		Middle Name: <b>A.</b>	
County: <b>Nye</b>		Last Name: <b>Kohbarger</b>	
State: <b>NV</b>	Zip Code: <b>89060</b>	Suffix:	
Country: <b>USA</b>		Email: <b>bkohbarger@pahrupnv.org</b>	

**6. EMPLOYER IDENTIFICATION NUMBER (EIN):**

8 8 - 0 4 2 6 8 4 8

Phone number (give area code): **775-209-5848**  
FAX number (give area code): **775-727-0345**

**8. TYPE OF APPLICATION:**

New  Continuation  Revision

If Revision, enter appropriate letter(s) in box(es):  
(See back of form for description of letters)

Other (specify)

**7. TYPE OF APPLICANT: (See back of form for Application Types)**

**D**

Other (specify):

**9. NAME OF FEDERAL AGENCY**

**Federal Aviation Administration**

**10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER**

2 0 - 1 0 6

TITLE:

**11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:**

**Phase II of Environmental Impact Statement and Financial Feasibility Study for New Pahrump Valley Airport.:**

**12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.):**

**County of Nye and Town of Pahrump, Nevada**

**13. PROPOSED PROJECT**

Start Date  
**September 2013**

Ending Date  
**September 2017**

**14. CONGRESSIONAL DISTRICTS OF**

a. Applicant  
**Second District of Nevada**  
b. Project  
**Second District of Nevada**

**15. ESTIMATED FUNDING**

a. Federal	\$	<b>750,000</b>	<b>.00</b>
b. Applicant	\$	<b>50,000</b>	<b>.00</b>
c. State	\$		<b>.00</b>
d. Local	\$		<b>.00</b>
e. Other	\$		<b>.00</b>
f. Program income	\$		<b>.00</b>
g. TOTAL	\$	<b>800,000</b>	<b>.00</b>

**16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS**

a. Yes.  THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON

DATE: **August 2013**

b. No.  PROGRAM IS NOT COVERED BY E. O. 12372

OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

**17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?**

Yes If "Yes" attach an explanation  No

**18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.**

a. Authorized Representative

Prefix <b>Ms.</b>	First Name <b>Susan</b>	Middle Name
Last Name <b>Holecheck</b>		Suffix
b. Title <b>Town Manager</b>		c. Telephone number (give area code) <b>775-727-5107 ext 305</b>
d. Signature of Authorized Representative		e. Date Signed <b>August 20, 2103</b>

## INSTRUCTIONS FOR THE SF 424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

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This is a standard form used by applicants as required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

---

- | Item | Entry:  | Item | Entry:   |
|------|---|------|--|
| 1.   | Select Type of Submission.  | 11.  | Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g. construction or real property projects), attach a map showing project location. For pre-applications, use a separate sheet to provide a summary description of this project.  |
| 2.   | Date application submitted to Federal agency (or State if applicable) & applicant's control number (if applicable).   | 12.  | List only the largest political entities affected (e.g., State, counties, cities).   |
| 3.   | State use only (if applicable)  | 13.  | Enter the proposed start date and end date of the project.   |
| 4.   | Enter Date Received by Federal Agency<br>Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.   | 14.  | List the applicant's Congressional District and any District(s) affected by the program or project.  |
| 5.   | Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail, and fax of the person to contact on matters related to this application.  | 15.  | Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate <u>only</u> the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15. |
| 6.   | Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.   | 16.  | Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.  |
| 7.   | Enter the appropriate letter in the space provided.<br>A. State<br>B. County<br>C. Municipal<br>D. Township<br>E. Interstate<br>F. Inter-municipal<br>G. Special District<br>H. Independent School District<br>I. State Controlled Institution of Higher Learning<br>J. Private University<br>K. Indian Tribe<br>L. Individual<br>M. Profit Organization<br>N. Other (Specify)<br>O. Not for Profit Organization  | 17.  | This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.  |
| 8.   | Select type from the following list:<br><ul style="list-style-type: none"><li>• "New" means a new assistance award.</li><li>• "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date.</li><li>• "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter:<br/>A. Increase Award      B. Decrease Award<br/>C. Increase Duration    D. Decrease Duration</li></ul> | 18.  | To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)  |
| 9.   | Name of Federal agency from which assistance is being requested with this application.  |      |  |
| 10.  | Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.   |      |  |

## PART II

### PROJECT APPROVAL INFORMATION

**Item 1**

Does this assistance request require State, local, regional, or other priority rating?

 Yes  NoName of Governing Body  
Priority**Item 2.**

Does this assistance request require State, local advisory, educational or health clearances?

 Yes  NoName of Agency or Board  
(Attach Documentation)**Item 3**

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

 Yes  No

(Attach Comments)

**Item 4**

Does this assistance request require State, local, regional or other planning approval?

 Yes  NoName of Approving Agency  
Date**Item 5.**

Is the proposed project covered by an approved comprehensive plan?

Check One: State   
Local   
Regional  Yes  No Location of plan**Item 6.**

Will the assistance requested serve a Federal installation?

 Yes  NoName of Federal Installation  
Federal Population benefiting from Project**Item 7**

Will the assistance requested be on Federal land or installation?

 Yes  NoName of Federal Installation  
Location of Federal Land  
Percent of Project**Item 8**

Will the assistance requested have an impact or effect on the environment?

 Yes  No

See instructions for additional information to be provided.

**Item 9.**

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

 Yes  NoNumber of:  
Individuals  
Families  
Businesses  
Farms**Item 10.**

Is there other related Federal assistance on this project previous, pending, or anticipated?

 Yes  No

See instructions for additional information to be provided.

# INSTRUCTIONS

## PART II

**Item 1.** – Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.

**Item 2.** – Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval.

**Item 3.** – Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a pre-application, do not submit them again but any additional comments received from the clearinghouse should be submitted with this application.

**Item 4.** – Furnish the name of the approving agency and the approval date.

**Item 5.** – Show whether the approved comprehensive plan is State, local or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

**Item 6.** – Show the Federal population residing or working on the federal installation that will benefit from this project.

**Item 7.** – Show the percentage of the project work that will be conducted on federally-owned or leased land. Give the name of the Federal installation and its location.

**Item 8.** – Briefly describe the possible beneficial and/or harmful impact on the environment because of the pro-posed project. If an adverse environmental impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data is needed.

**Item 9.** – State the number of individuals, families, businesses, or farms this project will displace. Federal agencies will provide separate instructions if additional data is needed.

**Item 10.** – Show the Federal Domestic Assistance Catalog number, the program name, the type of assistance, the status, and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed.

**Paperwork Reduction Act Statement:** The information collected on this form allows sponsors of public use airports or public agencies to apply for one or more projects in a form prescribed by the Secretary of Transportation.

Title 49, United States Code (U.S.C.), Section 47105, identifies the information required to apply for this program. The forms prescribed to meet this requirement are developed to provide a comprehensive format that allows sponsors to provide the data needed to evaluate the request for funds. The burden for each response is estimated to be 28 hours. Approved applications benefit the sponsor by providing Federal funding to protect the Federal interest in safety, efficiency, and utility of the Nation's airport system. No assurance of confidentiality can be given since these become public records. If you wish to make any comments concerning the accuracy of this burden estimate or any suggestions for reducing this burden, send to Federal Aviation Administration, ARP-10, 800 Independence AVE, SW, Washington, DC 20591. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number, which is 2120-0569 for this collection.

Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Ave SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ABA-20

## PART III - BUDGET INFORMATION

## SECTION A - BUDGET SUMMARY

Grant Program, Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. AIP	20.106	\$750,000	\$50,000	\$	\$	\$800,000
2.						
3.						
4.						
5. TOTALS		\$750,000	\$50,000	\$	\$	\$800,000

## SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$40,000	\$	\$	\$	\$40,000
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	\$760,000				\$760,000
g. Construction					
h. Other					
i. Total Direct Charges					
j. Indirect Charges					
k. TOTALS	\$800,000	\$	\$	\$	\$800,000
7. Program Income	\$	\$	\$	\$	\$

**INSTRUCTIONS  
PART III  
GENERAL INSTRUCTIONS**

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grant-or agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may not require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

**SECTION B. BUDGET SUMMARY**

**Lines 1-4, Columns (a) and (b).**

For applications pertaining to a single Federal grant program (Federal Domestic Assistance Catalog number) and not requiring a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a single program requiring budget amounts by multiple functions of activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to multiple programs where none of the programs requires a breakdown by function or activity, enter the catalog program title on each line in Column (a) and the respective catalog number on each line in Column (b).

For applications pertaining to multiple programs where one or more programs require a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

**Lines 1-4, Columns (c) through (g).**

For new applications, leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds that will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

**Line 5 - Show the totals for all columns used.**

**SECTION B. BUDGET CATEGORIES**

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets were prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

**Lines 6 a-h** - Show the estimated amount for each direct cost budget (object class) category for each column with program, function or activity heading.

**Line 6i** - Show the totals of Lines 6a to 6h in each column.

**Line 6j** - Show the amount of indirect cost. Refer to Office of Management and Budget Circular No. A-87.

**Line 6k** - Enter the total amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5.

For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1) - (4), Line 6k should be the same as the sum of the amounts in Section A, Column (e) and (f) on Line 5. When additional sheets were prepared, the last two sentences apply only to the first page with summary totals.

**Line 7** - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.



**INSTRUCTIONS**  
**PART III (CONTINUED)**  
**SECTION C. SOURCE OF NON-FEDERAL RESOURCES**

**Line 8-11** - Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet. (See Attachment F, Office of Management and Budget Circular No. A-102.)

**Column (a)** - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

**Column (b)** - Enter the amount of cash and in-kind contributions to be made by the applicant as shown in Section A. (See also Attachment F, Office of Management and Budget Circular no. A--102).

**Column (c)** - Enter the State contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

**Column (d)** - Enter the amount of cash and inn-kind contributions to be made from all other sources.

**Column (e)** - Enter the totals of Columns (b), (c), and (d).  
**Line 12** - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A.

**SECTION D. FORECASTED CASH NEEDS**

**Line 13** - Enter the amount of cash needed by quarter from the grantor agency during the first year.

**Line 14** - Enter the amount of cash from all other sources needed by quarter during the first year.

**Line 15** - Enter the totals of amounts on Lines 13 and 14.

**SECTION E. BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT**

**Lines 16 - 19** - Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuing grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). this Section need not be completed for amendments, changes, or supplements to funds for the current year of existing grants.

If more than four lines are needed to list the program titles submit additional schedules if necessary.

**Line 20** - Enter the total for each of the Columns (b) - (e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

**SECTION F - OTHER BUDGET INFORMATION.**

**Line 21** - Use this space to explain amounts for individual direct object cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

**Line 22** - Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

**Line 23** - Provide any other explanations required herein or any other comments deemed necessary.

**PART IV**  
**PROGRAM NARRATIVE**  
*(Suggested Format)*

**PROJECT: Phase II of Environmental Impact Statement (EIS)**

**AIRPORT: New Pahrump Valley Airport**

- 1. Objective: Continue preparation of Environmental Impact Statement for proposed new Pahrump Valley Airport by completing Phase II of EIS process and completing Financial Feasibility Study.**
- 2. Benefits Anticipated: The Grant will provide the Town the ability to continue to develop the EIS for the proposed Pahrump Valley Airport and complete the associated Financial Feasibility Study for the airport requested by the FAA.**
- 3. Approach: *(See approved Scope of Work in final Application)* Cost estimated for Phase II grant for EIS work to be covered by this grant includes Landrum and Brown EIS consultant contract phase 1(c) negotiated between the Town and consultant for \$670,000 (rounded) as found to be of reasonable cost and scope by FAA in letter of August 1, 2012 and scope and cost summary sheet (attached). Prepare financial feasibility study proposed new airport in accordance with FAA approved scope of work for Town of Pahrump RFQ# 2013-01 *Financial Feasibility Study* (attached), estimated cost up to \$90,000. Provide Town funds for administrative oversight of the above contracts \$40,000. Total \$670,000 + \$90,000 + \$40,000 = \$800,000.**
- 4. Geographic Location: Town of Pahrump, Nevada**
- 5. If Applicable, Provide Additional Information: *(if applicable)* N/A**
- 6: Sponsor's Representative: *(incl. address & tel. no.)* William A. Kohbarger, Town of Pahrump Airport Liaison 400 N. Hwy 160 Pahrump, NV 89060 (775) 209-5848.**

# INSTRUCTIONS

## PART IV PROGRAM NARRATIVE

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for continuation or refunding and changes on an approved project should respond to item 5b only. Requests for supplemental assistance should respond to question 5c only.

### 1. OBJECTIVES AND NEED FOR THIS ASSISTANCE.

Pinpoint any relevant physical, economic, social; financial, institutional, or other problems requiring a solution.

Demonstrate the need for assistance and state the principal and subordinate objectives of the project. Supporting documentation or other testimonies from concerned interests other than the applicant may be used. Any relevant data based on planning studies should be included or footnoted.

### 2. RESULTS OF BENEFITS EXPECTED.

Identify results and benefits to be derived. For example, when applying for a grant to establish a neighborhood health center provide a description of who will occupy the facility, how the facility will be used, and how the facility will benefit the general public.

### 3. APPROACH.

- a. Outline a plan of action pertaining to the scope and detail of how the proposed work will be accomplished for each grant program, function or activity, provided in the budget. Cite factors which might accelerate or decelerate the work and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvement.
- b. Provide for each grant program, function or activity, quantitative monthly or quarterly projections of the accomplishments to be achieved in such terms as the number of jobs created; the number of people served; and the number of patients treated. When accomplishments cannot be quantified by activity or function, list them in chronological order to show the schedule of accomplishments and their target dates.
- c. Identify the kinds of data to be collected and maintained and discuss the criteria to be used to evaluate the results and successes of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in item 2 are being achieved.

- d. List each organization, cooperator, consultant, or other key individual who will work on the project along with a short description of the nature of their effort or contribution.

### 4. GEOGRAPHIC LOCATION.

Give a precise location of the project or area to be served by the proposed project. Maps or other graphic aids may be attached.

### 5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

- a. For research or demonstration assistance requests, present a biographical sketch of the program director with the following information; name, address, phone number, background, and other qualifying experience for the project. Also, list the name, training and background for other key personnel engaged in the project.
- b. Explain the reason for all request for supplemental assistance and justify the need for additional funding.
- c. Discuss accomplishments to date and list in chronological order a schedule of accomplishments, progress or milestones anticipated with a new funding request. If there have been significant changes in the project objectives, location approach, or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope of objectives have changed or an extension of time is necessary, explain the circumstances and justify. If the total budget has been exceeded, or if individual budget items have changed more than the prescribed limits contained in Attachment K to Office of Management and Budget Circular No. A-102, explain and justify the change and its effect on the project.

**ASSURANCES**  
**Airport Sponsors**

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**A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

**B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

**C. Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

**Federal Legislation**

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>

- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>12</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49 ,U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- t. Copeland Anti kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

### **Executive Orders**

- Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- Executive Order 11990 - Protection of Wetlands
- Executive Order 11998 – Flood Plain Management
- Executive Order 12372 - Intergovernmental Review of Federal Programs.
- Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- Executive Order 12898 - Environmental Justice

### **Federal Regulations**

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>

- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.<sup>1 2</sup>
- m. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.<sup>1</sup>
- o. 49 CFR Part 29 – Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.<sup>1</sup>

#### Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

## 2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person

to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that

property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
  - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
  7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
  8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
  9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
  10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
  11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such

reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Record Keeping Requirements.**
  - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
  - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved

plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.

**17. Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.** In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably

operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary.

In furtherance of this assurance, the sponsor will have in effect arrangements for-

- (1) Operating the airport's aeronautical facilities whenever required;
- (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- 23. Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:
- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
  - b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.
- It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations,

aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

**24. Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

**25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

**26. Reports and Inspections.** It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use

agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - (i) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - (ii) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall

be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

**30. Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

**31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (2) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
  - d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
- 32. Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.
- 33. Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 34. Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated \_\_\_\_\_ and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 35. Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
- 36. Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport, however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
- 37. Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure

non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

- 38. Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.
- 39. Competitive Access.**
- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
    1. Describes the requests;
    2. Provides an explanation as to why the requests could not be accommodated; and
    3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
  - b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED  
AND PFC APPROVED PROJECTS**

**Dated 3/21/2007**

View the most current versions of these ACs and any associated changes at  
[http://www.faa.gov/airports/resources/advisory\\_circulars/](http://www.faa.gov/airports/resources/advisory_circulars/).

<b>Number</b>	<b>Title</b>
70/7460-1K *	Obstruction Marking and Lighting
150/5000-13	Announcement of Availability--RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airport Surface Movement Sensors
150/5070-6B	Airport Master Plans
150/5070-7	Airport System Planning Process
150/5200-28C	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30A and Changes 1 through 8	Airport Winter Safety and Operations
150/5200-33A	Hazardous Wildlife Attractants On or Near Airports
150/5210-5B	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7C	Aircraft Fire and Rescue Communications
150/5210-13B	Water Rescue Plans, Facilities, and Equipment
150/5210-14A	Airport Fire and Rescue Personnel Protective Clothing
150/5210-15	Airport Rescue & Firefighting Station Building Design
150/5210-18	Systems for Interactive Training of Airport Personnel
150/5210-19	Driver's Enhanced Vision System (DEVS)
150/5220-4B	Water Supply Systems for Aircraft Fire and Rescue Protection
150/5220-10C	Guide Specification for Water/Foam Type Aircraft Rescue and Firefighting Vehicles
150/5220-13B	Runway Surface Condition Sensor Specification Guide
150/5220-16C	Automated Weather Observing Systems (AWOS) for NonFederal Applications
150/5220-17A and Change 1	Design Standards for Aircraft Rescue Firefighting Training Facilities
150/5220-18	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-19	Guide Specification for Small Dual-Agent Aircraft Rescue and Firefighting Vehicles
150/5220-20 and Change 1	Airport Snow and Ice Control Equipment
150/5220-21B	Guide Specification for Devices Used to Board Airline Passengers With Mobility Impairments
150/5220-22A	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5300-13 and Changes 1 through 11	Airport Design
150/5300-14 and Changes 1 through 2	Design of Aircraft Deicing Facilities
150/5300-16	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17	General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey
150/5300-18	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5B	Airport Drainage
150/5320-6D and Changes 1 through 4	Airport Pavement Design and Evaluation
150/5320-12C	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-14	Airport Landscaping for Noise Control Purposes
150/5320-15 and Change 1	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5A	Standardized Method of Reporting Pavement Strength PCN
150/5340-1J	Standards for Airport Markings
150/5340-5B and Change1	Segmented Circle Airport Marker System
150/5340-18D	Standards for Airport Sign Systems
150/5340-30B	Design and Installation Details for Airport Visual Aids
150/5345-3E	Specification for L-821 Panels for Control to Airport Lighting

150/5345-5A	Circuit Selector Switch
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10F	Specification for Constant Current Regulators Regulator Monitors
150/5345-12E	Specification for Airport and Heliport Beacon
150/5345-13A	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26C	Specification for L-823, Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28F	Precision Approach Path Indicator Systems (PAPI)
150/5345-39C	FAA Specification L-853, Runway and Taxiway Retroreflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43F	Specification for Obstruction Lighting Equipment
150/5345-44G	Specification for Taxiway and Runway Signs
150/5345-45B	Low-Impact Resistant (LIR) Structures
150/5345-46C	Specification for Runway and Taxiway Light Fixtures
150/5345-47B	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49B	Specification L-854, Radio Control Equipment
150/5345-50A	Specification for Portable Runway Lights
150/5345-51A	Specification for Discharge-Type Flasher Equipment
150/5345-52	Generic Visual Glideslope Indicators (GVGI)
150/5345-53C	Airport Lighting Equipment Certification Program
150/5345-4A and Change 1	Specification for L-1884 Power and Control Unit for Land and Hold Short
150/5345-55	Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56	Specifications for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-9	Planning and Design of Airport Terminal Facilities at Non-Hub Locations
150/5360-12D	Airport Signing & Graphics
150/5360-13 and Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5370-2E	Operational Safety on Airports During Construction
150/5370-10B	Standards for Specifying Construction of Airports
150/5370-11A	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavement
150/5380-6A	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2A	Heliport Design
150/5390-3	Vertiport Design
150/5395-1	Seaplane Bases

**The Following Additional Apply to AIP Projects Only**

**Dated: 3/21/2007**

<b>Number</b>	<b>Title</b>
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-15A	Civil Rights Requirements for the Airport Improvement Program
150/5100-17 and Changes 1 through 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5300-15	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6B	Construction Progress and Inspection Report--Airport Grant Program
150/5370-11A	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
150/5370-12	Quality Control of Construction for Airport Grant Projects
150/5370-13A	Off-peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5380-7A	Airport Pavement Management System
150/5380-8	Handbook for Identification of Alkali-Silica Reactivity in Airfield Pavements

**The Following Additional Apply to PFC Projects Only**

**Dated: 3/21/2007**

<b>Number</b>	<b>Title</b>
150/5000-12	Announcement of Availability-- Passenger Facility Charge (PFC) Application (FAA Form 5500-1)

## STANDARD DOT TITLE VI ASSURANCES

Town of Pahrump, Nevada (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
  - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
  - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
  - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - (b) the period during which the Sponsor retains ownership or possession of the property.
7. **It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.**

**STANDARD DOT TITLE VI ASSURANCES** *(Continued)*

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

**DATED** August 20, 2013

Town of Pahrump Nevada  
**(Sponsor)**

(Signature of Authorized Official)

## CONTRACTOR CONTRACTUAL REQUIREMENTS

### ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

## **CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS**

### **ATTACHMENT 2**

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS  
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

**AIRPORT:** Pahrump Valley General Aviation Airport

**LOCATION:** Town of Pahrump, Nye County, Nevada

**AIP PROJECT NO.:** TBD

**STATEMENTS APPLICABLE TO THIS PROJECT**

- a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Pahrump Valley General Aviation Airport.
- b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) \_\_\_\_\_, and they have been informed regarding the scope and nature of this project.
- d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked). This assistance is to develop an EIS for a new General Aviation Airport. All the factors above will be considered in the EIS.

**BY:** Susan Holecheck      **DATE:** August 20, 2013

**TITLE:** Town Manager

**SPONSORING AGENCY:** Town of Pahrump Nevada

**NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.**

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

## CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed \_\_\_\_\_ Date August 20, 2013  
Sponsor's Authorized Representative

Title Town Manager

**CERTIFICATION REGARDING  
DRUG-FREE WORKPLACE REQUIREMENTS**

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:

(b) Establishing an ongoing drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

**CERTIFICATION REGARDING  
DRUG-FREE WORKPLACE REQUIREMENTS**

*(Continued)*

Alternate I. (Grantees Other Than Individuals)

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f),

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

400 N. Hwy 160

Pahrump, NV 89060

Check  if there are workplaces on file that are not identified here.

\_\_\_\_\_  
Signature of certifying official

Town Manager  
Title

August 20, 2013  
Date

**TITLE VI PRE-AWARD SPONSOR CHECKLIST**

**Airport/Sponsor:**            **New Town of Pahrump General Aviation Airport/Town of Pahrump Nevada**

**AIP #:**                    **TBD**

**Project Description(s):**            **Phase II of EIS for New General Aviation Airport**

This proposal is for a new general aviation airport EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin will be developed as part of the EIS.

1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.

None

See Above.

2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.

None (If "None", continue with questions 3 and 4).

N/A

3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.

X None

4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.

X None

**To be completed by the Civil Rights Staff**

**Review completed and approved:** \_\_\_\_\_

**Signature**

**Date:** \_\_\_\_\_

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

**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
8/15/2013	8/27/2013

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

**ITEM REQUESTED FOR CONSIDERATION:**

Approval of contract between Bogus Productions and Town of Pahrump for the use of their Stage for the Entertainment at the Pahrump 2013 Fall Festival.

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

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**BRIEF SUMMARY OF ITEM:**

Bogus Productions has been a successful partner with the Town of Pahrump for the 2012 Fall Festival.

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**STAFF COMMENTS/RECOMMENDATIONS:**

Staff would recommend approval.

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BACKUP ATTACHED:     YES                       NO

NAME OF PRESENTER(S) OF ITEM:    Susan Holecheck

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**SPONSORED BY:**

Susan Holecheck  
Print Name



Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107 ext.  
Telephone Number

# AGREEMENT FOR PRODUCTION RENTAL

Agreement made this 6<sup>th</sup> day of **August 2013** by and between **BOGUS PRODUCTIONS**, (hereinafter referred to as the "CONTRACTOR") and, **THE TOWN OF PAHRUMP** (hereinafter referred to as the "RENTER") for the purpose of contracting sound reinforcement between the undersigned parties.

## 1. BASIC RENTER INFORMATION

### 1.01 Basic Rent Provisions

**Date:** September 26-29, 2013  
**Event:** Pahrump Fall Festival  
**Address of Venue:** \_\_\_\_\_  
**Venue Trade Name:** Town of Pahrump  
**Rental Terms:** Four (4) days, commencing Thursday, Sept 26, 2013  
And terminating Sunday, Sept 29, 2013  
\$9500.00, due at time of load in  
**Additional Terms:** Three Single Hotel rooms provided, plus meals on site for 9/26-9/29  
**Business Conducted:** Live entertainment event / festival  
**Equipment Rental:** Refer to Exhibit "A" (attached)

2. Contractor hereby agrees to provide all the equipment specified in **Equipment List**. Contractor warrants that the equipment listed in Exhibit "A" is in good working order and equal to the manufacturers operating specifications.
3. The Contractor shall provide the equipment specified in Equipment list to be set up and ready for operation exclusively at: PAHRUMP FALL FESTIVAL.
4. Renter is responsible for providing additional staff to assist with load in / set up of all equipment. Contractor agrees to provide competent staff to supervise installation and operate equipment ALL equipment in use.
7. Renter shall be responsible for expenses of any theft or physical damage to Contractors equipment. Buyer shall provide adequate security to protect the Contractors equipment during the terms of this Agreement. Any damage to speakers or microphones due to artist negligence will be at the sole responsibility of the Renter.
8. Renter shall provide proper electrical power and circuits' necessary for Contractor to perform his duties hereunder.
9. All payments are to be made in full with no deductions whatsoever. The Renter agrees to pay for all damages or lost or stolen property occurring on any premises and as a direct result of any activities of the Renter, employees, entertainers, or attendees of the Buyer. Property is to be compensated at **NEW** replacement value. Renter shall pay Contractor within 30 days for any damaged, lost, or stolen equipment. Renter acknowledges that there will be a 15% surcharge for all checks returned or non-cashable. Renter will also be responsible for any and all fees if legal actions are necessary for the collection of payment.
10. Renter at all times will keep in full force and effect a policy of general liability, property damage or fire insurance with respect to covering the rental equipment to be used on the premises.

Policy amounts shall be at least equivalent to a \$1,000,000.00 combined single limit policy in which the policy shall name Bogus Productions as insured and a contain a clause that the insurer will not cancel or change the insurance without first giving Bogus Productions written Ten (10) day notice.

11. Renter will be responsible for the labor costs involved in setting and removing said equipment from the premises.
12. Should Renter fail to obtain any and all licenses, permits, and/or approvals which may be necessary to hold or carry out the operation of the business, Renter shall be solely responsible for paying the full term of this contract any and all fees and costs associated with removing the equipment off the property.
13. In the event Contractor is required to pursue legal action for breach of this Contract by Renter, Renter will be responsible for covering all Contractor's attorneys' fees and costs incurred in connection with the proceedings.
14. Indemnification of Contractor. Notwithstanding the carrying of appropriate insurance coverage, Renter does hereby indemnify, save and hold harmless Bogus Productions, its members, agents, employees, officers, directors, attorneys and affiliates harmless from and against any and all losses, claims, obligations, demands, assessments, penalties, liabilities, costs, damages, and reasonable attorneys' fees and expenses asserted against or incurred by Renter by reason of or resulting from (a) any personal injury or property damage caused to any person or entity by a negligent or willful act or omission of buyer or his/her/its agents or employees, or (b) any breach by Renter of any of the terms or conditions of this Contract
15. **Attachments: Attached hereto and made part of this agreement:**

**Exhibit "A":** Equipment List

**The Undersigned Parties** have read and understand the terms and conditions of this Agreement and do hereby set their hands.

**RENTER**

Signature \_\_\_\_\_

Name \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

**CONTRACTOR**

Signature \_\_\_\_\_

Name Brian Saliba  
Company Bogus Productions  
Address 8665 W. Flamingo Rd #131-201  
City, State, Zip Las Vegas, NV 89147  
Phone 702-798-3330  
Fax 253-550-3755  
Email [info@bogusproductions.com](mailto:info@bogusproductions.com)

**EXHIBIT "A"**

## LIST OF EQUIPMENT PAGE 1 of 1

Stage size - 24x12x4 for main stage, 12x8x5 for drum riser (same set up as Threadzfest)

- contractor will provide 2 staff to oversee set/strike on Wednesday, Sept 25, 2013 for load in and will load out on Monday Sept 30, 2013.

Stage lighting - 12-16 LED Par 64 1 watt lights mounted to qty 4 10ft vertical box truss w/ smart fade console.

- contractor will provide 2 staff to oversee set/strike on Wednesday, Sept 25, 2013 for load in and will load out on Monday Sept 30, 2013.

Stage roof - 24x20 w/ 4 genie lifts and shade scrim (same set up as Threadzfest)

- contractor will provide 2 staff to oversee set/strike on Wednesday, Sept 25, 2013 for load in and will load out on Monday Spet 30, 2013.

Sound/Audio Equipment specs - (same set up as Threadzfest)

- includes 2 staff to set/operate/strike for 4 days on Thursday Sept 26 with load out immediately following completion of the event

1-Yamaha 3212 mixing console with roadcase

1-FOH Rack-SKB 19" rack including the following:

1-Furman Rackrider with lights

1-Alesis Microverb III digital reverb processor

1-Digitech 128 Digital Delay

2-Yamaha 2031 stereo equalizers-for 4 monitor mixes

2-JBL/Urie 31 Band Equalizers-for left and right mains

2-Subsnakes for patching all above

1-27 Pair - 250' snake

1-15 Pair - 200' return snake

4-JBL 4853 MidHigh speakers w/ 2 x 12" lows and 1 x 2' Horn per box

4-JOLO 218" subwoofers w/ 2 x 18" speakers per box

7-Yamaha 115 Monitor speakers

1-Amp rack for above speakers including the following:

2-CREST Pro 5200 amps - for 4 passive monitor mixes

1-Rane AC 23 electronic crossover - 3 way stereo

1-CREST Pro 7200 amp - for horns

1-CREST Pro 7200 amp - for mids

1-CREST Pro 9200 amp - for subs

8-Assorted XLR cables for above patching

1-Microphone package including the following:

4-Shure SM-58 vocal mikes 4-Shure SM-57 instrument mikes 4-Direct boxes(2 active, 2 passive)

1-AudioTechnica drum kit w/kick, 3 tom, and 1 snare mike, 2 AudioTechnica condensers for hi-hat and overhead

6-Tall Boom stands 4-Short boom stands 2-Tall straight stands 2-Short stands

Renter will provide all necessary Power Requirements

- Eight 20amp 110v circuits

Renter will provide local labor to set strike all equipment

- 4-5 people for load in and load out and 1-2 staff to help during band changeovers each performance day.



PAHRUMP ARENA BOARD MEETING

TOWN ANNEX

270 NORTH HIGHWAY 160

PAHRUMP, NEVADA

AUGUST 8, 2013

7:00 P.M.

1. CALL TO ORDER & PLEDGE ALLEGIANCE: Called to order at 7:00 by Steve Pastorelli.
2. DISCUSSION & POSSIBLE DECISION REGARDING MOVING THE ORDER OF OR DELETING AN AGENDA ITEM(S). (FOR POSSIBLE ACTION): None
3. DISCUSSION & POSSIBLE DECISION REGARDING AGENDA MINUTES FOR JULY 11, 2013(FOR POSSIBLE ACTION): Scot Tibbits motioned to accept, Will Sutton second motion, Passed
4. DISCUSSION & POSSIBLE DECISION REGARDING RESERVATION (FOR POSSIBLE ACTION):
  - a. WJRA would like to move their reservation from February 23 and 24, 2013, that they had to cancel due to conflict, to be moved to October 26 and 27, 2013. Will Sutton motion to accept the moving of date, Robert Behrman second motion. Will Sutton and Judy Groene had conflict of interest due to kids competing in WJRA, Passed. Scot Tibbits motioned to have the club WJRA clean the stall for \$5.00 a stall, Will Sutton second the motioned, passed.
5. DISCUSSION & POSSIBLE DECISION REGARDING ARENA TRACTOR (FOR POSSIBLE ACTION): Matt said tractor has thirty to forty-five days to deliver.
6. DISCUSSION & POSSIBLE DECISION REGARDING ARENA TRACTOR SAFETY PROCEDURES AND PROTOCOLS (FOR POSSIBLE ACTION): Will Sutton talked to Matt Luis about getting cards for certified operators. Matt said that the equipment belongs to park and recreation. One standard safety and protocols from town maintains staff.
7. DISCUSSION & POSSIBLE DECISION REGARDING FAIRGROUNDS LAYOUT (FOR POSSIBLE ACTION): Subcommittee sat and discusses the layout. Main arena close to main Fair area. Subcommittee going to take information and discuss layout. Lots of groups to help

fund the project. Will Sutton talk to Matt Luis about Community Center in Fair Grounds.  
Randy Adams discussed BMX and MX Track in New Fair Ground.

8. DISCUSSION & POSSIBLE DECISION REGARDING ANNOUNCING EQUIPMENT (FOR POSSIBLE ACTION): Will Sutton brought three estimates, Ford AV \$12,629.00, System Services \$9,385.00, H.A.S. \$4,409.00. Ford and System Services wants us to go to Digital. H.A.S. will take old equipment clean and can use as back-up. Need to tighten up specification for H.A.S. List what we have, what it is going to, what work going to be done. Judy G motioned to accept quote from H.A.S. with more details on contract, Bronc second motion, Passed 6-0-1
9. DISCUSSION & POSSIBLE DECISION REGARDING ARENA FIXES/ MODIFICATIONS (FOR POSSIBLE ACTION): Light pole got fixed, need to protect light poles and wiring. Need to re-key arena!
10. PUBLIC COMMENTS (NON-ACTION): none
11. ADJOURNMENTS: Scot Tibbits/ Robert Behrman, Passed.

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

## 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  
8/20/2013

DATE OF DESIRED BOARD MEETING  
8/27/2013

CIRCLE ONE: Action Item      Non-Action Item      Presentation

ITEM REQUESTED FOR CONSIDERATION:

Consideration to approve Wild West Extravaganza the use of the Arena on October 6, 2013 and use of the snack bar on October 5 & 6, 2013 as approved by the Arena Advisory Board on July 11, 2013 and waive all fees

***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 Arena Advisory Board minutes for July 11, 2013.

STAFF COMMENTS/RECOMMENDATIONS:

This event was previously held at Saddle West Hotel & Casino. The event sponsor wishes to use Petrack Park. Staff recommends approval.

BACKUP ATTACHED:     YES       NO

NAME OF PRESENTER(S) OF ITEM: Bill Dolan, Vice Chair

SPONSORED BY:

Bill Dolan  
Print Name

  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107 ext.  
Telephone Number

PAHRUMP ARENA BOARD MEETING

TOWN ANNEX

270 NORTH HIGHWAY 160

PAHRUMP, NEVADA

JULY 11, 2013

7:00 P.M.

1. CALL TO ORDER & PLEDGE ALLEGIANCE: Called to order at 7:00pm Steve Pastorelli.
2. DISCUSSION & POSSIBLE DECISION REGARDING MOVING THE ORDER OF OR DELETING AN AGENDA ITEM(S). (FOR POSSIBLE ACTION): None
3. DISCUSSION & POSSIBLE DECISION REGARDING AGENDA MINUTES FOR JUNE 13, 2013(FOR POSSIBLE ACTION): Scot Tibbits Motioned, Will Sutton Second, passed
4. DISCUSSION & POSSIBLE DECISION REGARDING RESERVATION (FOR POSSIBLE ACTION):
  - a. Sharon Wehrly, Wild West Extravaganza, They would like to use arena October 6, 2013. They would like to use Arena Snack Bar Friday thru Sunday. They have lots of ideas and demonstrations during the weekend. Scot Tibbits motioned Approved use of Arena on Sunday, Cook shack approved use of on Saturday and Sunday, Recommended that we waive all fees for arena and cook shack, Will Sutton Second, Passed.
  - b. PVRR wants to use arena September 14, 2013 for a play day. Pencil in Until Next meeting.
5. DISCUSSION & POSSIBLE DECISION REGARDING ARENA TRACTOR (FOR POSSIBLE ACTION): It has been approved by Town Board, We are getting a John Deere. The Board got three bids.

6. DISCUSSION & POSSIBLE DECISION REGARDING ARENA TRACTOR SAFETY PROCEDURES AND PROTOCOLS (FOR POSSIBLE ACTION): Robert needs to send Matt safety from Scot Tibbits thought of.
7. DISCUSSION & POSSIBLE DECISION REGARDING FAIRGROUNDS LAYOUT (FOR POSSIBLE ACTION): They still need to meet and discuss. Scot Tibbits motioned to reject the plans giving from planning department, Will Sutton second, Passed.
8. DISCUSSION & POSSIBLE DECISION REGARDING ANNOUNCING EQUIPMENT (FOR POSSIBLE ACTION): Looking at buying a new one, need to send for estimates for new one, Have someone come out and spec it out. Scot Tibbits Motion, Robert Behrman second, passed.
9. DISCUSSION & POSSIBLE DECISION REGARDING ARENA FIXES/ MODIFICATIONS (FOR POSSIBLE ACTION): Key switch for announcing system needs to be taking out and put switch. Bucking chute slider. Board will do walk through and send to the town.
10. PUBLIC COMMENTS (NON-ACTION): Matt said Pahrump Life wants to do an article of Rodeo.
11. ADJOURMENTS: Scot Tibbits Motioned, Will Sutton Second, passed.

**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.

<u>DATE AGENDA ITEM SUBMITTED</u> 8/20/2013	<u>DATE OF DESIRED BOARD MEETING</u> 8/27/2013
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**CIRCLE ONE:**    Action Item                  Non-Action Item                  Presentation

ITEM REQUESTED FOR CONSIDERATION:  
Consideration for possible action to adjourn to a Closed Session

*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 receive information and advice from the Town Attorney regarding potentialor existing litigation pursuant to NRS 241.015(2)(b)(2)

STAFF COMMENTS/RECOMMENDATIONS:

BACKUP ATTACHED:     YES                   NO

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

SPONSORED BY:

Susan Holecheck  
Print Name

  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107 ext.  
Telephone Number

**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. 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
8/20/2013	8/27/2013

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

ITEM REQUESTED FOR CONSIDERATION:  
Consideration for possible action to adjourn to a Closed Session

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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:  
For purposes of conferring with the Town's Management Representatives Regarding Labor Negotiations

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STAFF COMMENTS/RECOMMENDATIONS:

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BACKUP ATTACHED:     YES                   NO

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

SPONSORED BY:

Susan Holecheck  
Print Name

  
\_\_\_\_\_  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107 ext.  
Telephone Number



**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. 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
8/15/2013	8/27/2013

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

ITEM REQUESTED FOR CONSIDERATION:  
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                      X 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

