

PAHRUMP TOWN BOARD AGENDA

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

TOWN OF PAHRUMP MISSION STATEMENT

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

NOTICE TO MEMBERS OF THE AUDIENCE

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

BOARD MEMBER	PHONE	EMAIL	TERM EXPIRES
			DECEMBER 31
Harley Kulkin	727-1525	hkulkin@pahrumpnv.org	2014
Bill Dolan	910-1617	bdolan@pahrumpnv.org	2016
Dr. Tom Waters	764-0949	twaters@pahrumpnv.org	2014
Robert Adams	910-1965	radams@pahrumpnv.org	2014
Amy Riches	764-0751	ariches@pahrumpnv.org	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 – 4:00 P.M.
December 10, 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. Presentation** by Wendy Barrett, Utilities, Inc. regarding status of the Willow Creek project. (Non-Action Item).
- 7. 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 November 12, 2013.
 - c. For Possible Action – Approval of Paula Rojo for membership on the Youth Advisory Board.
 - d. For Possible Action – Approval of Resolution 2013-15 and revoking Resolution 2002-04 establishing a Safety Committee.
 - e. For Possible Action – Approval of changing HR title from Human Resources Coordinator to Human Resources Director.
- 8. Advisory Board Reports** from Advisory Board Chairpersons and/or Town Board Liaisons on the Status of Advisory Boards. (Non-Action Item).
- 9. Consideration to approve** conceptual plan to proceed with engineering services for Kellogg Park (For Possible Action).
- 10. Consideration to approve** Resolution 2013-16 regarding a new name for the Pahrump Tourism & Convention Council and to approve a new Mission and Vision Statement (For Possible Action).
- 11. Consideration of** responses to the RFP regarding 2014-2015 Pahrump Fireworks Display and possible approval of selected bid (For Possible Action).

- 12. 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).
- 13. Consideration to ratify** Collective Bargaining Agreement with I.A.F.F. Local 4068 (For Possible Action).
- 14. Consideration to approve** Cost of Living increase to non-bargaining unit members (For Possible Action).
- 15. Consideration to approve** submittal of grant to the Nevada Division of State Parks for Kellogg Park (For Possible Action).
- 16. Consideration to approve** revocation of BLM Application regarding Last Chance Park or revise and continue approval process (For Possible Action).
- 17. Consideration to approve** permanent change to Town Board meeting hours (For Possible Action).
- 18. Consideration to approve** Request for Proposal (RFP) to replace four monitor defibrillators and two semi-automatic defibrillators.
- 19. Presentation** by Stovall & Associates about possible legal services for the Town of Pahrump (Non-Action Item).
- 20. Consideration to appoint** a member of the Town Board to the newly formed Nye County Advisory Committee for a Groundwater Management Plan for Basin 162 (For Possible Action).
- 21. Consideration to approve** the Pahrump Regional Planning Commission (PRPC) request to change the PRPC boundary lines, and to supply feedback to the PRPC (For Possible Action).
- 22. Consideration to approve** a Joint Venture Agreement between Global Agricultural Productions LLC and the Town of Pahrump (For Possible Action).
- 23. Future Meetings/Workshops: Date, Time and Location** (Non-Action Item).
Announcement regarding cancellation of the December 24, 2013 Town Board meeting.
- 24. 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)

25. Adjournment

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

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. five (05) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
11/13/2013	12/10/2013

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:

STAFF COMMENTS/RECOMMENDATIONS:

BACKUP ATTACHED: YES NO

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

SPONSORED BY:

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

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

AGENDA ITEM REQUEST

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 11/13/2013	DATE OF DESIRED BOARD MEETING 12/10/13
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Announcements

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

BRIEF SUMMARY OF ITEM:
See attached announcements.

STAFF COMMENTS/RECOMMENDATIONS:

BACKUP ATTACHED: YES NO

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

SPONSORED BY:

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

December 10th, 2013

- The following advisory boards are currently scheduled to meet in the 'A' Room of the Bob Ruud Community Center:

- Youth Advisory Board on December 11th at 2:30 pm
- Arena Advisory Board on December 12th at 7:00 pm
- Parks & Recreation Advisory Board on December 18th at 6:30 pm
- Veterans' Memorial Advisory Board on December 19th at 6:00 pm
- PTCC on January 2nd, 2014 at 8:00 am
- Nuclear Waste and Environmental Advisory Board on January 3rd, 2014 at 1:00 pm
- Community Center/Civic Center Advisory Board on January 3rd, 2014 at 4:00 pm
- Public Lands Advisory Board on January 7th, 2014 at 6:30 pm

-The Town Board meeting for December 24th is cancelled due to Christmas.

- The Social Security Office meets the last Tuesday of the month at the Bob Ruud Community Center starting at 9:00 am.

AGENDA ITEM REQUEST

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DATE AGENDA ITEM SUBMITTED 11/13/2013	DATE OF DESIRED BOARD MEETING 12/10/2013
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Public Comment

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

BRIEF SUMMARY OF ITEM:

STAFF COMMENTS/RECOMMENDATIONS:

BACKUP ATTACHED: YES NO

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

SPONSORED BY:

Pahrump Town Board
Print Name

Pahrump Town Board
Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107
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
11/13/2013	12/10/2013

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Town Board/Staff Comments

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

BRIEF SUMMARY OF ITEM:

STAFF COMMENTS/RECOMMENDATIONS:

BACKUP ATTACHED: YES NO

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

SPONSORED BY:

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

<u>400 N. Hwy 160</u>	<u>(775) 727-5107</u>
Mailing Address	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
11/13/2013	12/10/2013

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Consideration for possible action of approving Town Vouchers
(Consent Agenda Item A)

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

BRIEF SUMMARY OF ITEM:

STAFF COMMENTS/RECOMMENDATIONS:

BACKUP ATTACHED: YES NO

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

SPONSORED BY:

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

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

AGENDA ITEM REQUEST

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
11/13/2013

DATE OF DESIRED BOARD MEETING
12/10/2013

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Consideration for possible action of approving Town Board Minutes for November 12, 2013. Consent Agenda Item B

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 November 12, 2013

STAFF COMMENTS/RECOMMENDATIONS:

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

**PAHRUMP TOWN BOARD MEETING
NYE COUNTY ADMINISTRATIVE COMPLEX
2100 E WALT WILLIAMS DRIVE
TUESDAY – 7:00 P.M.
November 12, 2013
MINUTES**

PRESENT:

Town Board:

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

Staff:

*Susan Holecheck, Town Manager
Brett Meich, Legal Counsel
Michael Sullivan, Finance Director
Scott Lewis, Fire Chief
Matt Luis, Buildings & Grounds Manager
Stephanie Massimino, Executive Assistant
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. Consideration regarding Moving the Order of or Deleting an Agenda Item(s).

*Mr. Dolan moved 13 to follow 2, and 12 and 10 to follow number 6.
Mr. Adams asked to move item 10 after item 5.*

3. Announcements

Dr. Waters read the announcements.

Mr. Kulkin announced Thursday 5-9 at Nevada Treasures the National Nuclear Security Administration Association will hold public meetings.

Mrs. Paula Elafante announced the PowWow the third weekend of this November.

Mr. Richard Goldstein from the boy scouts said thank you for the Boy Scout donations and also said thank you to everyone from the Town who helped with the Women's Veteran Day Event.

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).

This item was held after item 13.

Public comment was heard.

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).

Mr. Dolan stated that during the last County Commissioner meeting Tuesday November 5th they received a review of the County's Portfolio by John Jemson. Mr. Dolan states he brings this because he has asked the Town CFO if the town had funds in this portfolio in which the CFO had told him yes we did. Mr. Dolan then questioned how much do we have in the portfolio? Mr. Jemson stated he wanted to make changes to the portfolio policy as to how the funds were handed with the County Treasurer Mr. Billman. Mr. Dolan asked will the Town have a say in what changes are made considering the Town has funds in this portfolio, also does the Town receive reports regarding this portfolio and if not why not and if so why has the Town Board not received a copy or an update of the Town's part of the portfolio? Second thing, Board of County Commissioners directed county staff to create an advisory board committee for the ground water management plan with the Town of Pahrump dealing with Basin 162 which solely provides the water for the Town of Pahrump. He stated that if this advisory committee is established he would like to see someone from the Town Board or Town staff on the committee because this water change does affect residents of Pahrump and especially residents that have wells, he also stated that he was a staunch advocate of wells and septic systems and that if they are good leave them alone. His third comment was that as a board he would like to direct staff to send the minutes from the meetings out to them before they were placed on the agenda to be approved. There have been way too many mistakes that have had to be corrected by us and that seeing them early would allow residents to get a clean correct copy in the backup and we do not have to waste time correcting them either, we can all review them and send our recommendations to staff without violating any laws. As to the resolution review, that staff is doing a good job on, however if we get the changes that staff want to make before they are placed on the agenda when we get the meeting we will have a clean resolution to approve or disapprove and we don't waste time here for staff or the board or the residents and we will make things more streamlining and again the residents get a clean copy of an approved or disapproved resolution and I think this something Mr. Adams has brought up on several occasions about getting stuff earlier. Next item, during the March 12th 2013 under item 11 after we approved the new living quarters for Fire Station 3, which was a big item for Mrs. Riches that she spear headed, we as a board directed staff to plan and hold an Open House after the project was done, like about 4 weeks after, open house for the residents so the residents could see how their money was spent on this project, and recently we were all told 'nope sorry we are not going to hold it' by staff because we don't have the funds. Well right now is as far as I'm concerned too late to hold one because the weather is getting colder and next year after the weather improves it will be way too late to hold one. However, when this board directs the Town Manger, and I know it was the last Town Manger we directed, but the new Town Manger gets handed all these items to handle, when we direct a Town Manger to accomplish something as a Town Board especially the way we are going to do with little or no cost to the Town that is unacceptable to me. So it is my feeling that if we cannot trust that our directives from this dais as a whole will not be carried out then I for one will start to place these minor directives on as an agenda item to get our directives carried out, or residents have the right to know how their money is being spent or has been spent. Last item, Town Manger

where do we stand on RFP for the fireworks display, we need to get this approved as soon as possible so that we can have a good show for the residents.

Mrs. Riches stated that the Facebook post she made the caption was not what she wrote but that in her opinion Shari law and Islam is big threat to America. She stated this was in response to seeing the public beheading of a Christian Minister in and Arab country. She also stated that she would not resign because she felt she was doing a good job and that she is sorry she offended anyone. She also stated that she thought Susan was doing a good job as Town Manager and that we could still do an open house at the fire station because it would be nice to the residents.

Mr. Adams stated he felt that all Advisory Boards were important and valued and they in his opinion were extensions of staff. He then brought up examples of ways in which the Advisory Boards are helpful and working well for the Town progression.

Dr. Waters said thanks to all the business that had supported for the Veterans Day Event

Mr. Kulkin stated due to no second meeting he wanted to wish a Happy Thanksgiving to everyone.

Ex-Town Manager Bill Kohbarger during public comment stated that Ms. Holecheck had a meeting with the gentleman from Trunk or treat, Ms. Holecheck stated she had never spoken with someone about Trunk or Treat and that to rectify any hurtful feelings the gentleman from Trunk or Treat and the Town Board chair have a meeting. She also stated that the Board is the policy maker and that regarding the Open House Ms Holecheck specifically denied that an Open house was not going to occur but that staff has financial constraints and that some work is still being done Fire Station 3 so staff wanted to wait until the landscaping being finished. Regarding the RFP, bidding just closed and bids will on the next meeting due to the timing of when it closed that is why you have not currently had it presented. Regarding the minutes she stated that staff tries to complete the minutes as soon as they can however staff must get them from Granicus which has gone down on several occasions causing delays. She stated the regarding the Salvation Army Kettle fundraiser money does stay in Pahrump and help Pahrump. She presented on behalf of the board both Alexandra Crow and Carla Yoder with certificates of appreciation for being women veterans.

Mr. Kulkin agreed with Mrs. Holecheck points regarding the Trunk or Treat issue and that he had also tried to contact the gentlemen and has had no response as well. He also confirmed that he has remembered staff saying they were going to finish the landscaping before holding the open house.

6. Presentation by and consideration to approve a request by Rural Nevada Development Corporation for financial assistance in the amount of \$10,000

This item was held after item 10.

Mr. Alan Parker along with Phil Hanson and Whitney Moore are with him tonight. RNDC helps people with Economic Development of a start up business.. As part of the Economic Development RNDC helps businesses to start up and create a business plans along with all the other the ins and outs of starting a business. He stated that if they couldn't cover 30,000 dollar deficit by the end of this year this office would have to close. He stated they

were asking for \$10,000 from the Pahrump Town Board. In return for the \$10,000 they would be giving 25 people their class for just \$95 instead of the full price of \$395.

Mr. Hanson stated that this program had been happening for the past eleven years and that this is not the first short fall however usually other funding sources are available and because these have changed they were unable to continue to fund the program.

Ms. Moore stated that they needed to ask local towns for the money due to several different organizations that normally helped were also being cut in budget so they could no longer help.

Dr. Waters asked how long this office could or would stay open regarding the \$10,000. Mr. Parker stated this would help them last till June 2014.

Dr. Waters stated this money was not already funded and that this money would have to be found. He also stated that the Town Board has not given staff a raise in four years because of funding so it would not be fair to give it away when they don't know if they have it.

Mr. Adams stated that they felt the same as Dr. Waters's statements and that several organization may be asking for money because of short falls also.

Mrs. Riches stated as much as she wished she could help however stated this was not something she felt she could spend tax payer dollars on.

Mr. Dolan stated Mr. Parker I appreciate all the money you guys bring in which is over 5 ½ million dollars which is a lot of money and a bunch of jobs and that's what we are responsible for which is getting our residents jobs and keeping them employed. I want to put on the record that we received a letter from the chamber of commerce to all the Town Board members encouraging us to support your endeavor tonight. The Economic Development fund after doing some research as of our status report September 30th, 2013 has a 199 plus thousand dollars sitting in it. We did receive a report today, which I wish would have been in the backup, that states that Airport money matching funds for the Airport project was coming out of this yet, we have airport room tax fund of \$50,000 dollars for just that purpose and the 8% grant match money, that we were informed of two weeks ago en fact is 6.35% not 8%, but even at the 8% level on that grant of \$335,000 which is also in our budget status report was only 26,800 dollars. I do not see any big ticket items coming out of there, to answer your question about the individual that we no longer have working in economic develop, his salary did come out of the economic development room tax fund in dealing with this office. I don't know why we were directed in this report this morning on airport items because I do not see we are taking any airport matching grant money out of it. We are taking out of account 25225 which is where it should come out of and which was approved by this Town Board. I do have one question for staff, the memo stated "As attached chart indicates..." there was no chart attached to this. Was there supposed to be that we didn't receive. He stated he was just curious about the chart because he did not have a chance to preview it Mr. Dolan said he was glad to hear the NCREADA has offered up \$10,000 and if we offer the second \$10,000 then the County Commissioners would have to pony up the third, good luck with that.

Ms. Holecheck stated that Michael was out of Town and that was why the memo was given this morning.

Mr. Parker stated that the latest Job Fair four people asked to have an appointment to start a business.

Mr. Kulkin stated this was a good cause but that only a guarantee for 8 months was not a long turn around. He also felt that several groups would be asking for money if they gave this money. He also stated he would prefer the \$20,000 from the County came first before the town agreed to the \$10,000.

Ms. Holecheck asked how many of the loans in the budgets are in Pahrump and how many other offices have closed already due to the deficit.

Mr. Parker stated he was unsure however only 2 offices were in Nye County.

Mr. Hanson stated he knew for sure of the 16 on the list two loans were for sure in Pahrump.

Mr. Kulkin asked was anything going to fail without the money.

Mr. Parker said no, but he did have three loans in underwriting.

Mr. Kulkin asked if Michael Sullivan could come up and answer questions.

Mr. Sullivan said the job position discussed had its fund redirected to other projects. The new FAA grant that we had to get has used some of the Economic Development Funds. He stated that Tourism is also never a for sure fund so they did not want to use all of those resources in case something unexpected happened. He then asked why Nye County cut its 20,000 donation to 10,000 dollars.

Mr. Parker stated that when the office open Nye County did give that money, they later wanted to have their own Economic development and so they cut the funding to RNDC.

Mr. Sullivan then stated that NCREADA and County Commissioner must also give another \$20,000 for this to accepting. Ms. Holecheck and Mr. Sullivan both stated that a lot of our grants are reimbursement grants which they cannot be guaranteed by the federal government. Mr. Sullivan said he felt the Town should be careful with cash flow due to the study we must pay out this year and then wait for the government to reimburse us.

Public comment was heard.

Dr. Waters stated he wished that the motion would also include further income. He stated that the Town is able to budget and he doesn't want by helping the unfunded request that this would cause the Town any issue.

Mr. Kulkin stated he was surprised the county was not more willing to give this group the money. He stated that by asking the county to help would also cause them to invest too.

Mr. Dolan moved to approve a request by Rural Nevada Development Corporation for financial assistance in the amount of \$10,000 contingent on NCREADA and the County Commissioners matching the \$10,000 and only to be paid once those other entities have agreed to pay and from the Economic fund.

Mr. Adams seconded.

Motion carried, 3-2 with Dr. Waters and Mrs. Riches voting nay.

7. Consent Agenda Items:

- a. For Possible Action – Approval of Town Vouchers.
- b. For Possible Action – Approval of Town Board meeting minutes for October 22, 2013.
- c. For Possible Action – Approval of Town Board meeting minutes for October 8, 2013.
- d. For Possible Action- Approval of Fire Department Stryker Grant affording safety equipment to minimize workers' compensation lifting-related injuries.
- e. For Possible Action – approval of mold remediation cost to Belfor Property Restoration.
- f. For Possible Action – approval of Michael Zaman's resignation from the Public Lands Advisory Board.
- g. For Possible Action – approving Resolution 2013-13 and revoking Resolution 2000-01 regarding naming Highway 160 Tim Hafen Highway.
- h. For Possible Action – approving Resolution 2013-14 and revoking Resolution 2002-06 setting fees for the production of public records.
- i. For Possible Action – approving Resolution 2013-15 and revoking Resolution 2002-04 establishing a Safety Committee.

This item was held after item 12.

Mr. Dolan asked that we pull items c,d,e,g,h,i for discussion.

Mr. Kulkin responded you can't pull an item, with Brett responding he could pull them for discussion but when motioning the entire consent agenda item would be handled.

Mr. Dolan responded yes he wanted to pull those items for comment.

Mr. Dolan stated on item C was the minutes that I had asked to be curtailed until I could look at Granicus because I felt there was some mistakes. Staff was very cordial sent everything back in a red line version then I noticed that on item 10 Dr. Waters motion the phrase 'also this would be for the next budget cycle' was added back in per Dr. Waters request, however Dr. Waters your motion on Granicus did not include that phrase. If it is not included in the motion you can't add it afterwards. I would like to see it removed.

Dr. Waters responded if it wasn't on Granicus in the motion then to change it.

Mr. Dolan then asked on item d the Fire department Stryker Grant that 25,626 that is the grant match?

Ms. Holecheck stated Yes, this is just a housekeeping item and was brought up because it never brought to the board for a vote and we brought it forward just to make sure all the rules were followed.

Mr. Dolan stated Thank you. During the budget cycle session this has already been approved if you look under Pahrump Valley Fire and Rescue 25101-30-25-28 page 10 Capital Grant Matches 50,00 dollars. We have already approved it we don't need to do this.

Ms. Holecheck stated thank you but she had been told by staff that we had not done but if it had been done at the budget cycle then it was fine but maybe just to do it so nothing was unclear.

Dr. Waters stated it wouldn't hurt to approve again.

Mr. Dolan stated he felt it was redundant.

Mr. Dolan stated that on item h the revoking of resolution 2002-06 on the resolution, he wanted this brought back because to us nowhere in here does it quote the NRS as it appears and it looks like we removed that we are going to charge for an 11 x 17 copies even though they are extremely more expensive, and there's nothing stating about the return check fee. If somebody comes in and writes us a check that bounces for copies we'd be on the hook and the administrative fee for \$10.00 an hour is, what's the lowest hourly rate for an administrative assistant that we have, that should match that?

Ms. Holecheck stated the old resolution also did not quote NRS anywhere and she felt this was staffing issue. I find \$40 dollars an hour burdensome and she stated on the new fees this did show where the NRS rules could be found and that we should be able to give the people a chance as a fair charge instead of too expensive. She also stated if the Board wanted to raise the fees she would have no problem raising them. She stated also when looking at the new resolution the NRS reference is at the bottom of the page.

Mr. Kulkin stated he felt the charges were to detour people from wasting staff time but he also did not want to make people with real concerns pay too much.

Mr. Dolan stated that is exactly how he felt and nobody said and I did not say that, I simply asked what the rate of pay is for the technician is per hour. I didn't say \$40 dollars an hour, and these are polices, yes staff is reviewing them but they are our directives to how we want staff to operate and take care of things so it's not administrative the review of them is administrative to bring them back to us and as our directives to staff.

Mr. Kulkin stated this was also able to be changed whenever the Board thought important.

Mrs. Riches asked how often we get request.

Ms. Holecheck stated that since this has been posted no request and only three totals since she started in July and that not one request has come in since August.

Mrs. Riches state she felt these were reasonable.

Mr. Dolan stated and other then the administrative fees everything has stayed the same as the rates were in 2002 except we haven't included the return check fee and the return check fee is \$25 or \$30 dollars.

Mr. Kulkin asked how often the Town received bounced checks.

Mr. Sullivan stated that was not very offer and it is usually because of the community center but no matter we always make sure to have the people who bounce checks pay off those checks and the fees incurred by the bank.

Mr. Dolan then asked if the bank always charges us for the bounced checks also?

Mr. Sullivan said that we do collect the fee back from the bank and that we do make attempts to get the people to come in and that the people who catch it we work with.

Dr. Waters to Mr. Sullivan that even if it is not stated we do get the money back to pay for all fees.

Mr. Sullivan replied yes.

Mr. Dolan stated the last one he would like to talk about is item and that's the Safety Committee. Staff is asking us to get rid of it in its entirety. NRS 618.383 states we cannot get rid of it, we need to have the Town has to have a safety committee, Pool and Pact if we get rid of this safety committee we take the liability into our own hands if somebody gets hurt in one of the departments, doesn't matter if they have their own safetycommittee, the Town has to have its own safety committee. It's very specific under the NRS. The Safety Committee must include matters of the employees if the employees are represented by a labor organization the representative of the employee must be selected by the employees and not by the employer. That's for anybody with 25 employees or more.

Ms. Holecheck stated that this old resolution was not up to date because it had language about an Assistant Town Manger, and that every department is in compliance with NRS about department safety and every department is being covered.

Mr. Dolan stated you are correct we no longer have an Assistant Town Manager, we did at one time, and yes it needs to be brought up but the NRS is still very specific and Pool and Pact was very clear it doesn't state department safety it says the Town or the Employer .

Mr. Meich stated that the Town was in compliance so it was okay to revoke the old resolution.

Mr. Dolan stated we will have to agree to disagree on this one I have spoken with Pool and Pact.

Ms. Riches moved to approve consent agenda items a-h.

Mr. Adams second.

Motion carried, 4-1 Mr. Dolan voting nay.

8. Consideration to approve Resolution 2013-08 Updating Policy and Guidelines and revoking Resolutions 2009-02, 2011-02, 2012-05.

Dr. Waters agreed with the new resolution.

Mr. Adams and Mrs. Riches were in favor of the new Resolution.

Mr. Dolan stated that he had submitted his suggestions and three of them were ignored.

Dr. Waters moved to approve Resolution 2013-08 updating policy and guidelines and revoking Resolutions 2009-02, 2011-02, 2012-05.

Mr. Adams seconded.

Motioned carried, 4-1 with Mr. Dolan voting nay.

9. Consideration to approve Resolution 2013-10 Amending Resolution 2006-05 to Establish Policy for Major Events

Mr. Dolan stated on the new resolution where it states 'Pahrump deserves to revoke Resolution 2006-05 regarding special events as follow' there is nothing as follows and that goes right into 'Now therefore be it resolved'. I said it before I will not approve a resolution for major events until the policy has been written. These are just part so the policy that have been placed in here. This is not the policy. It has majors events listed now as 50 people, heck a baseball team with people visiting is 50 people, you going to make them a special events, and have port-a-potties for 50 people. You mean our park johns can't handle 50 people. No, there is no policy here, the form I feel was hastily put together, and there are just too many problems with this. There is no policy and I said before I would not support it.

Ms. Holecheck stated that 2006-05 also shows as whereas and follows with therefore. When these documents use that term it means everything that follows in the document. . She stated they really were looking at trying to make sure this form was complete and that it did lower fees from the last major event form before the board. She stated this changed the prior resolution which only charged for deposits and not user fees. As everyone is made aware in the budget we are facing 2.4 million dollar expense for parks.

Mr. Dolan said the first paragraph of the old one whereas does not end in as follows. There should have been a period after special events on the new one. Again let's go back to the Parks and Recreation Board everybody understands we need to revenant some of these facilities, but we are task with the responsibility of doing what's right, not pushing through because it's convenient. This is approving a policy, there is not policy attached to this resolution it is parts of a policy and also, and again I'm going to bring it up, the advisory boards. This was not sent out to our advisory boards. Dr. Waters, Mr. Adams, and myself have all made motions and mentions that we accept and we want the word from the advisory boards, who do the work and work directly with the residents on their advisory boards. This has not been before an advisory board or any of the advisory boards, this is incomplete and there is too much work that needs to be done. Yes, I agree we should have fees, and yes the deposit should be required but there are items in here and a policy needs to be written. Resolution amending a resolution to establish a policy for Major Events, this is the Resolution that creates that policy. How can we approve a policy if it hasn't been written?

Mr. Kulkin asked if this item could be brought back again.

Ms. Holecheck stated she could at any time but she was looking for as to why the 2006 resolution was used as policy while this one is not considered policy. She also stated she would like to have board comments too.

Mr. Adams states that he prefers to table this item till January because he would like it to go through the Advisory Boards.

Public comment was heard.

Mr. Adams motion to table Resolution 2013-10 until the second meeting in January.

Mr. Dolan seconded.

Motion carried, 5-0.

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

This item was held after item 5.

Dr. Waters thanked everyone from Veterans Board, the Marine Corp League, and First Sergeant Jose Telles for their work at the Women Veterans Memorial Event. He stated that the Youth Advisory Board still needs membership too and he reiterated all boards needed volunteers. He mentioned that Congressman Horseford met with the citizens and one thing he discussed was BLM and the County Manger was there and mentioned some things that BLM is holding us up in so many areas.

Mr. Adams asked that Michael Zaman to pull his resignation as to help with the new BLM application for Last Chance Park.

Mrs. Riches asked what happened at the Nuclear Waste and Environmental meeting because she was unable to attend and had asked Dr. Waters to go in her place.

Mr. Dolan thanked everyone involved in the Veterans Women's Event too and thank you to Inspirations for being willing to donate the food for the Women's Veterans Event.

Mrs. Holecheck stated she was very proud with how many Advisory Boards the Town has considering most communities do not have as many.

Mr. John Pawlak talked about the Department of Energy meeting being held at NV Treasure RV Resort at 301 W Leslie St Pahrump, NV 89060 on November 14th.

11. Discussion regarding entering into an Agreement between Roadshows, Inc. and the Town of Pahrump

This item was held after item 9.

Ms. Holecheck stated that Randy Burke presented a proposal and that it was brief so new contract was written up as what would happen along with a rough budget. Her biggest concern was security cost which the Town paid along with restrooms and trash. Also in discussion Mr. Burke agreed that the first year would not make a profit and that May and June would be a better time instead of the original proposal of July. Ms. Holecheck stated she is looking for Town Board input to see what the best way to proceed with this event is.

Mrs. Riches asked what type of motorcycle type is coming.

Mr. Adams he stated that a smaller event may be a better start up like an off road event.

Dr. Waters stated that Tourism events should be profitable to the Town as a whole in some way.

Mr. Kulkin stated he would like to know how much money is going out for this event first. He stated this also was a profitable event when looking at past events, and he felt that people would come out and spend money for this event.

Mr. Jack Sander stated he called the other rural communities and in Winnemucca where they have a very successful motorcycle rally. At this event they only do one bike run and then normally stay in one place the cost for their event is 80,000. They also have a staff that puts on and runs events for the Town it does not fall on Town staff. They also have several other accommodations that the Town of Pahrump cannot quite keep up with.

Ms. Holecheck stated since this was a non action item that she invite board to have a meeting with her about discussing ideas of how we should proceed.

12. Consideration to approve grant to RSVP for community services

This item was held after item 6.

Mr. Dolan stated that on the report we received this morning that starts off that Town Board member Dolan had submitted a Town Board agenda request item for this consideration and he did put it on for the presentation, however it was the chairman of the board who directed staff to put it on this agenda for action not myself, even though he would have been honored to co-sponsor it with Harley.

Ms. Jane Lindsay from RSVP and Pearl Rigen who is one of their volunteers and that at this time two volunteers have had to stop helping due to family or injury. She stated this program will close without the help from the Town. They are asking for \$7,500 dollars which will last them one year.

Mr. Dolan asked for a clarification in the memo we received this morning number A third paragraph states 'We are less than halfway through the fiscal year this could face unknown additional consequences such as the mold abatement.' I believe we all received a notice that the mold abatement was taken care of, do we have more mold we don't know about?

Ms. Holecheck stated No that it was taken care of and if you looked at the consent agenda items the property restoration bill was included. She stated the reason this example had been included was to make the board aware that sometimes things may happen throughout the year that the Town has to pay for that cannot be budgeted for.

Mrs. Riches states that she is responsible for the things the Town takes care and RSVP is not one of the responsibilities. This means she would have to spend tax payer money on this instead of one of the Town's normal responsibility. She stated she did support their program however she do not believe she could support giving the money considering the local senior center had not asked for money either.

Mr. Adams stated he felt that the County might be the better group to help because they had a health and human services department that may better fit this organization.

Jane stated most of these services were not covered by insurance. He asked also when they stated that people would have to institutionalize and if so who would cover that?

Mrs. Lindsay stated she believed the stated would most likely pick up the bill. She stated this money would also only be spent in Pahrump and not in the rest of the county.

Dr. Waters stated that he did see this was important but this was also an unfunded program. He stated the county would be more of a organization that should be helping with this.

Ms. Holecheck stated Mrs. Riches brought up a good point about a community grant and have those set aside before the budget and then organization could apply for that. It would also show what was available.

Mr. Kulkin stated it was hard to give money considering we did have to help make the Town better but that he wishes to help.

Mr. Dolan stated that the Town Manager brought up a very good point about we don't have a community block of money set aside. He will be bringing something before this board in December that deals with a company coming to town and hopefully with the development agreement the funds that we receive from that if this board approves, I would like that seen that put into a fund that we can use for this kind of thing and hardships, unfortunately we don't have that right now. Just wanted to make that point, that it's a great idea and we are working on it, and maybe one day we will have it for next year.

No motion.

13. Consideration to approve Proclamation declaring November National American Indian Heritage Month

This item was held directly after item 3.

Dr. Waters read the Proclamation declaring November National American Indian Heritage Month into the record.

Dr. Waters moved to accept the Proclamation declaring November National American Indian Heritage Month.

Mr. Dolan seconded.

Motion carried, 5-0.

14. 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)

Mr. Dolan moved to go into closed session.

Mr. Adams seconded.

Motion carried, 5-0.

15. Future Meetings/Workshops: Date, Time and Location (Non-Action Item). Announcement regarding cancellation of November 26, 2013 Town Board meeting.

Ms. Holecheck announced the cancellation of the second November meeting.

16. 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)

No comments.

17. Adjournment

Adjournment 11:04 pm.

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> 11/13/2013	<u>DATE OF DESIRED BOARD MEETING</u> 12/10/2013
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Consideration to approve Paula Rojo for membership on the Youth Advisory Board.

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

BRIEF SUMMARY OF ITEM:
Ms. Rojo was approved by the Youth Advisory Board on 11/13/2013

STAFF COMMENTS/RECOMMENDATIONS:
Staff would recommend 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

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
11/13/2013	12/10/2013

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Consideration to approve Resolution 2013-15 and revoking Resolution 2002-04 establishing a Safety Committee

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:

In 2002 the Town Board created a Safety Committee, however, with the advent of more extensive OSHA regulations, Homeland Security regulations, etc. each of the Town Departments maintain safety committees for comprehensive training.

STAFF COMMENTS/RECOMMENDATIONS:

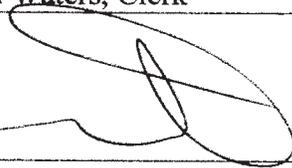
Staff would recommend approval of Resolution 2013-15.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Tom Waters, Clerk

SPONSORED BY:

Tom Waters, Clerk
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext.
Telephone Number

**RESOLUTION 2013-15
PAHRUMP TOWN BOARD**

**A RESOLUTION REVOKING CREATION OF PAHRUMP
SAFETY COMMITTEE**

WHEREAS, in June 2002 the Town Board established a Town of Pahrump Safety Committee to assist in developing an adequate safety policy so that employees can perform a day of work safer and more economically, thereby benefitting everyone concerned;

WHEREAS, given the enactment of safety standards by entities such as OSHA, Homeland Security, etc. compliance is established separately by department;

IT IS HEREBY RESOLVED that the creation of the Town of Pahrump Safety Committee is no longer needed and, therefore, Resolution 2002-04 is revoked in its entirety.

Motion proposed by Town Board Member:

Motion seconded by Town Board Member:

Approved and adopted this _____ day of _____ 2013

VOTE:

AYES:

NAYS:

ABSENT:

Harley Kulkin, Town Board Chairman

Attest:

Dr. Tom Waters, Town Board Clerk

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> 11/18/2013	<u>DATE OF DESIRED BOARD MEETING</u> 12/10/2013
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Consideration of changing Human Resources Coordinator Title to Human Resources Director

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:

Terry Bostwick is an exempt member of staff pursuant to Fair Labor Standards Act guidelines.

STAFF COMMENTS/RECOMMENDATIONS:

Staff believes the Director title is in better keeping with her exempt status & more accurately fits the guidelines. An increased to salary is not necessary at this time, however, staff would remind the Town Board that Ms. Bostwick is currently completing additional credentialing. It is hoped that should Ms. Bostwick achieve added certification, review of her salary will be possible at that time.

BACKUP ATTACHED: YES NO

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

SPONSORED BY:

Susan Holecheck, Town Manager
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
11/13/2013	12/10/2013

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Advisory Board Reports

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

BRIEF SUMMARY OF ITEM:

STAFF COMMENTS/RECOMMENDATIONS:

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Town Board & Advisory Boards

SPONSORED BY:

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

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

Town of Pahrump Advisory Board Meeting Schedule

Current as of December 2013

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



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> 11/18/2013	<u>DATE OF DESIRED BOARD MEETING</u> 12/10/2013
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Consideration of approval for the conceptual plan for Kellogg Plan and Engineering Services by Gary Guy Wilson

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:
In an effort to provide the Town Board with an idea of the plans for Kellogg Park a conceptual plan is provided, as well as the necessary engineering costs for the water line

STAFF COMMENTS/RECOMMENDATIONS:
Staff would recommend approval.

BACKUP ATTACHED: YES NO

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

SPONSORED BY:

Susan Holecheck, Town Manager
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext.
Telephone Number

ARCHITECTURE & ENGINEERING SERVICES

Selected Design Services "CHECK LIST" Proposal:

I. A. CLIENT INFORMATION: Date: 13-Nov-13
 Contact Name: Ms. Susan Holecheck Company: TOWN OF PAHRUMP Phone #: (775) 537-1862
 Address: 400 North Highway 160 City: Pahrump State: Nevada Zip: 89060

B. PROJECT INFORMATION:
 Project Name: KELLOGG PARK Location: @ Squaw Valley & Bridger

C. PROJECT TYPE:
 Fire Station Courthouse Detention Center Other: Public Park

D. MUNICIPALITY:
 County of Clark City of Las Vegas City of North Las Vegas Town of Pahrump

E. OWNER PROVIDED INFORMATION:
 Topo/Boundary Survey Legal Description Title Report w/Acceptions Kitchen Equipment D & I
 "Proto-Type" Dwg. Disks Structural Engineering M, P, & E Engineering Civil Engineering
 F, F, & E Drawings Geotechnical Report Tenant Improvement Drwgs. P & Z Representation

II. A. SCOPE OF OWNERS PROJECT:
 Units: (00) Building. # Square Feet +/-: 174240 # of Acres +/-: 4.00 Other: _____

B. PROFESSIONAL DISCIPLINES PROVIDED:
 Architecture Structural Mechanical (Full/Layout) Plumbing (Full/Layout)
 Electrical (Full/Layout) Civil Engineering Landscape Architecture Other: Surveying

C. PROJECT PHASES:
 #1: Pre-Design #2: Schematic Site Plan'g #3: Schematic Bldg. Design #4: Design Development
 #5: Construction Doc's #6: Bldg. Dept. Process #7: Construction Admin. #9: Supplemental Service

D. SCOPE OF SERVICES PROVIDED:
 01 Cover/Signature Sheet 01 Topographic Survey D, W, & F Schedules 01 Pre-Bid Mtg.
 00 Bldg. Code Analysis 00 Building Sections Construction Details 00 Weeks Bldg. Dept.
 01 Site Plan(s) 00 Wall Sections M, P, & E Coordination 01 Month(s) "CA"
 00 Grading Plan(s) Structural Coordination Site Lighting Plan(s) 00 P & Z Submittal
 01 Utility Plan(s) 00 Roof Plan/Frame Plan Mechanical Plan(s) 01 Bid Opening
 01 Horizontal Control Plan 00 Foundation Plan Plumbing Plan(s) 00 Pre-Cost Estimate
 00 Interior Elevations Specs (Outline/Manual) Electrical Plan(s) Owner Provided Scope.

III. A. PAYMENT SCHEDULE FOR ARCHITECTURAL SERVICES:

Professional Fee Payment Type:	<input type="checkbox"/> Now (Total to commence)	<input checked="" type="checkbox"/> Normal (% Complete)	<input type="checkbox"/> Deferred:
<input type="checkbox"/> Fee: Retainer.....			0.00%
<input checked="" type="checkbox"/> Fee: Phase #1: Topographic Survey.....			\$ 6,000.00
<input checked="" type="checkbox"/> Fee: Phase #2: Schematic Site Planning.....			\$ 750.00
<input type="checkbox"/> Fee: Phase #3: Schematic Building Design, Calculations, & Details.....			\$ -
<input type="checkbox"/> Fee: Phase #3: "P & Z" Agency Processing to include:	01 Meetings over	02 weeks	\$ -
<input type="checkbox"/> Fee: Phase #4/5: Structural Design, Calculations, & Constructions Drawings.....			\$ -
<input type="checkbox"/> Fee: Phase #4/5: M, P, & E, Engineering Design, Calculations, & Construction Drawings.....			\$ -
<input checked="" type="checkbox"/> Fee: Phase #4/5: Architectural & Civil Engineering Design, Calculations, & Construction Documents.....			\$ 10,500.00
<input checked="" type="checkbox"/> Fee: Phase #6: Bid and Award Process to include:	25 Hours Over	06 weeks	\$ 3,750.00
<input checked="" type="checkbox"/> Fee: Phase #7: Construction Management to include:	45 Hours Over	01 months	\$ 6,750.00
<input type="checkbox"/> Fee: Phase #9: Supplemental Services include: Rendering	00 Wide x	00 High	\$ -

(See reverse side for additional information regarding this proposal)

architecture / engineering / site GARY GUY WILSON 4945 West Patrick Lane Las Vegas, Nevada 89118-2858	planning / interiors ARCHITECTS 702.534.7888 info@ggwarearchitects.com
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IV. A. SERVICES NOT INCLUDED IN "SELECTED DESIGN SERVICES PACKAGE":

____/____/13

01. All permit and agency fees.
02. All Architectural, Structural, Mechanical, Plumbing, Electrical, and Civil design, engineering, and construction documents not specified in Section II. Scope of Services, to be negotiated separately.
03. All decorative and specialty interior furniture, fixtures, finishes, materials, lighting, and signage design, selection and ordering to be negotiated separately.
04. All travel, long distance phone, postage, and overnight accommodations, as required, to be reimbursed at a **(1.40)** multiple.
05. All printed sets of Documents and/or Drawings will be provided to the Client/Owner as requested, and will be charged at a rate of **(\$1.75)** per 24"x36" sheet and **(\$2.25)** per 30"x42" sheet.
06. All Construction Observation and Administration as required by Client/Owner and/or Architect to be negotiated separately.
07. All Review/Approvals with respect to requirements imposed by the Planned Community to be negotiated & provided under separate agreement.
08. All other services not specified in Section II. Scope of Services. All matters of Owner/Architect relationship on the project not otherwise specified shall be as per current issue of Standard A.I.A. Owner - Architect Agreement.

V. A. PAYMENT TERMS:

____/____/13

Payments for professional services are due and payable as stipulated in Section III, Payment Schedule, regardless of whether or not construction is begun or completed as anticipated. All work on the Project will cease should payment not be received within **ten (10)** days of invoice due date. In addition, a service charge of **(1.50%)** per month is levied on all accounts beginning on the **thirtieth (30th)** day from due date. In addition, the undersigned promises to pay all collection costs, charges, and expenses including reasonable attorney's fees if the account is placed in the hands of an attorney or collection agency for collection.

B. TERMINATION TERMS:

Should the work anticipated in Section II be interrupted or terminated by written instruction from the Client/Owner prior to completion, payment for work done to date shall become due and payable. Upon receipt of said payment, further obligation under this contract shall be terminated. Any collection costs, if it becomes necessary, shall be charged to Client/Owner.

VI. A. LIMIT OF LIABILITY:

____/____/13

It is understood that any and all professional liabilities incurred by Gary Guy Wilson, A.I.A., P.C. throughout the course of rendering professional services on this project shall be limited to a maximum of the net fee received by Gary Guy Wilson, A.I.A., P.C., not including reimbursable expenses and sub-consultants, for all services rendered on the project.

VII. A. OWNERSHIP AND COPYRIGHT:

____/____/13

All drawings and specifications remain the property of Gary Guy Wilson, A.I.A. P.C. Copies of the drawings and specifications retained by Client/Owner may be utilized only for Client/Owner's use and for occupying the project for which they were prepared, and not for the construction of any other project.

VIII. A. ADVERTISING CREDITS:

____/____/13

The Client/Owner agrees to cite the name of Gary Guy Wilson, A.I.A. P.C., Architecture / Engineering / Site Planning / Interior Design, 4945 West Patrick Lane, Las Vegas, Nevada, 89118, as provider of architectural & engineering design services in all publicity, presentations, public relations activities, media advertising, signage, or any such promotional literature which mentions the name of the above project. The Client/Owner also agrees that Gary Guy Wilson, A.I.A. P.C., has the right to photograph the above named project and to use such photos in the promotion of the professional practice through advertising, public relations, brochures, or other marketing materials. Client/Owner agrees to provide reasonable access to the facility in the future for the purpose of making such photographs.

IX. A. ACCEPTANCE AND RETAINER:

Your signature below, when signed within thirty **(30)** days of this agreement preparation date, will constitute acceptance of the terms and conditions of this proposal. We are prepared to provide competent, professional, and timely production and look forward to the opportunity to be of service.

Very truly yours:

Signature:



Date: 12/18/13

Principal:

Dr. Gary Guy Wilson, A.I.A., President

COMPANY:

GARY GUY WILSON, A.I.A., PROFESSIONAL CORPORATION

Accepted By:

Signature:

Date: _____

Client Name:

Ms. Susan Holecheck

COMPANY:

TOWN OF PAHRUMP

"PAYMENT SCHEDULE"

November 13, 2013
 Invoice # 00001
 Project: A/E Proposal

Ms. Susan Holecheck
TOWN OF PAHRUMP
 400 North Highway 160
 Pahrump, Nevada 89060

Project: **KELLOGG PARK**
 @ Squaw Valley & Bridger

PROFESSIONAL SERVICES: November 13, 2013 through November 13, 2013

FEE

Phase		Fee	% Complete	Fee Earned
Phase 1: Predesign	Complete	\$ 6,000.00 (Topographic Survey).		
Phase 2: Schematic Site Plan	% Complete	\$ 750.00 (Schematic Site Planning).		
Phase 3: Schematic Building	N / A	\$ -		
Phase 4: Design Development	N / A	\$ -		
Phase 4: Design Development	N / A	\$ -		
Phase 5: Construction Doc's	N / A	\$ -		
Phase 5: Construction Doc's	% Complete	\$ 10,500.00 (Construction Documents).		
Phase 6: Bldg. Dept. Process	% Complete	\$ 3,750.00 (Bid and Award Processing Services).		
Phase 7: Construction Mngmt.	% Complete	\$ 6,750.00 (Construction Management Services).		
Phase 9: Supplemental Service	N / A	\$ -		
Total Fees		\$ 27,750.00		
			Total Earned	\$ -
			Previous Fee Billing	\$ -
			Current Fee Billing	\$ -
			0.00% RETAINER NOW DUE THIS INVOICE	\$ -

architecture / engineering / site GARY GUY WILSON 4945 West Patrick Lane Las Vegas, Nevada 89118-2858		planning / interiors ARCHITECTS 702.534.7888 info@ggwarechitects.com
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ARCHITECTURE & ENGINEERING SERVICES

Selected Design Services "CHECK LIST" Proposal:

I. A. CLIENT INFORMATION: Date: 22-Nov-13
 Contact Name: Ms. Susan Holecheck Company: TOWN OF PAHRUMP Phone #: (775) 537-1862
 Address: 400 North Highway 160 City: Pahrump State: Nevada Zip: 89060

B. PROJECT INFORMATION:
 Project Name: KELLOGG PARK CSP Location: @ Squaw Valley & Bridger

C. PROJECT TYPE:
 Fire Station Courthouse Detention Center Other: Public Park

D. MUNICIPALITY:
 County of Clark City of Las Vegas City of North Las Vegas Town of Pahrump

E. OWNER PROVIDED INFORMATION:
 Topo/Boundary Survey Legal Description Title Report w/Acceptions Kitchen Equipment D & I
 "Proto-Type" Dwg. Disks Structural Engineering M, P, & E Engineering Civil Engineering
 F, F, & E Drawings Geotechnical Report Tenant Improvement Drwgs. P & Z Representation

II. A. SCOPE OF OWNERS PROJECT:
 Units: (TBD) Building # Square Feet +/-: 874200 # of Acres +/-: 20.00 Other: _____

B. PROFESSIONAL DISCIPLINES PROVIDED:
 Architecture Structural Mechanical (Full/Layout) Plumbing (Full/Layout)
 Electrical (Full/Layout) Civil Engineering Landscape Architecture Other: Surveying

C. PROJECT PHASES:
 #1: Pre-Design #2: Schematic Site Plan'g #3: Schematic Bldg. Design #4: Design Development
 #5: Construction Doc's #6: Bldg. Dept. Process #7: Construction Admin. #9: Supplemental Service

D. CONCEPT SITE PLAN: DESIGN CONSIDERATIONS

<input checked="" type="checkbox"/> <u>01</u> Concept Site Plan	<input checked="" type="checkbox"/> Parking Areas	<input checked="" type="checkbox"/> Shade Trees	<input checked="" type="checkbox"/> <u>01</u> Programming Mtg.
<input checked="" type="checkbox"/> <u>01</u> Site Code Analysis	<input checked="" type="checkbox"/> Restroom Buildings	<input checked="" type="checkbox"/> Plant Designations	<input type="checkbox"/> <u>00</u> Weeks Bldg. Dept.
<input checked="" type="checkbox"/> <u>01</u> Concept Site Pln Exhibit	<input checked="" type="checkbox"/> Dog Park	<input checked="" type="checkbox"/> Memorium Designations	<input type="checkbox"/> <u>00</u> Month(s) "CA"
<input checked="" type="checkbox"/> Walking Trails	<input checked="" type="checkbox"/> Picnic Areas	<input checked="" type="checkbox"/> Site Lighting Plan(s)	<input type="checkbox"/> <u>00</u> P & Z Submittal
<input checked="" type="checkbox"/> Exercise Areas	<input checked="" type="checkbox"/> Childrens Playground	<input type="checkbox"/> Mechanical Plan(s)	<input type="checkbox"/> <u>00</u> Bid Opening
<input checked="" type="checkbox"/> Tennis Courts	<input checked="" type="checkbox"/> Shade Canopies	<input type="checkbox"/> Plumbing Plan(s)	<input type="checkbox"/> <u>00</u> Pre-Cost Estimate
<input checked="" type="checkbox"/> Basketball Courts	<input checked="" type="checkbox"/> Landscaping/Hardscape	<input type="checkbox"/> Electrical Plan(s)	<input type="checkbox"/> Owner Provided Scope.

III. A. PAYMENT SCHEDULE FOR ARCHITECTURAL SERVICES:

Professional Fee Payment Type: Now (Total to commence) Normal (% Complete) Deferred:

<input type="checkbox"/> Fee: Retainer.....				0.00%
<input checked="" type="checkbox"/> Fee: Phase #1: Concept Site Plan.....				\$ 6,000.00
<input type="checkbox"/> Fee: Phase #2: Schematic Site Planning.....				\$ -
<input type="checkbox"/> Fee: Phase #3: Schematic Building Design, Calculations, & Details.....				\$ -
<input type="checkbox"/> Fee: Phase #3: "P & Z" Agency Processing to include:	<u>00</u> Meetings over	<u>00</u> weeks		\$ -
<input type="checkbox"/> Fee: Phase #4/5: Structural Design, Calculations, & Constructions Drawings.....				\$ -
<input type="checkbox"/> Fee: Phase #4/5: M, P, & E, Engineering Design, Calculations, & Construction Drawings.....				\$ -
<input type="checkbox"/> Fee: Phase #4/5: Architectural & Civil Engineering Design, Calculations, & Construction Documents.....				\$ -
<input type="checkbox"/> Fee: Phase #6: Bid /Award Process to include:	<u>00</u> Hours Over	<u>00</u> weeks		\$ -
<input type="checkbox"/> Fee: Phase #7: Construction Management to include:	<u>00</u> Hours Over	<u>00</u> months		\$ -
<input type="checkbox"/> Fee: Phase #9: Supplemental Services include: Rendering	<u>00</u> Wide	x <u>00</u> High		\$ -

(See reverse side for additional information regarding this proposal)

architecture / engineering / site GARY GUY WILSON 4945 West Patrick Lane Las Vegas, Nevada 89118-2858	AIA	planning / interiors ARCHITECTS 702.534.7888 info@ggwarchitects.com
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IV. A. SERVICES NOT INCLUDED IN "SELECTED DESIGN SERVICES PACKAGE":

____/____/13

01. All permit and agency fees.
02. All Architectural, Structural, Mechanical, Plumbing, Electrical, and Civil design, engineering, and construction documents not specified in Section II, Scope of Services, to be negotiated separately.
03. All decorative and specialty interior furniture, fixtures, finishes, materials, lighting, and signage design, selection and ordering to be negotiated separately.
04. All travel, long distance phone, postage, and overnight accommodations, as required, to be reimbursed at a (1.40) multiple.
05. All printed sets of Documents and/or Drawings will be provided to the Client/Owner as requested, and will be charged at a rate of (\$1.75) per 24"x36" sheet and (\$2.25) per 30"x42" sheet.
06. All Construction Observation and Administration as required by Client/Owner and/or Architect to be negotiated separately.
07. All Review/Approvals with respect to requirements imposed by the Planned Community to be negotiated & provided under separate agreement.
08. All other services not specified in Section II, Scope of Services. All matters of Owner/Architect relationship on the project not otherwise specified shall be as per current issue of Standard A.I.A. Owner - Architect Agreement.

V. A. PAYMENT TERMS:

____/____/13

Payments for professional services are due and payable as stipulated in Section III, Payment Schedule, regardless of whether or not construction is begun or completed as anticipated. All work on the Project will cease should payment not be received within ten (10) days of invoice due date. In addition, a service charge of (1.50%) per month is levied on all accounts beginning on the thirtieth (30th) day from due date. In addition, the undersigned promises to pay all collection costs, charges, and expenses including reasonable attorney's fees if the account is placed in the hands of an attorney or collection agency for collection.

B. TERMINATION TERMS:

Should the work anticipated in Section II be interrupted or terminated by written instruction from the Client/Owner prior to completion, payment for work done to date shall become due and payable. Upon receipt of said payment, further obligation under this contract shall be terminated. Any collection costs, if it becomes necessary, shall be charged to Client/Owner.

VI. A. LIMIT OF LIABILITY:

____/____/13

It is understood that any and all professional liabilities incurred by Gary Guy Wilson, A.I.A., P.C. throughout the course of rendering professional services on this project shall be limited to a maximum of the net fee received by Gary Guy Wilson, A.I.A., P.C., not including reimbursable expenses and sub-consultants, for all services rendered on the project.

VII. A. OWNERSHIP AND COPYRIGHT:

____/____/13

All drawings and specifications remain the property of Gary Guy Wilson, A.I.A. P.C. Copies of the drawings and specifications retained by Client/Owner may be utilized only for Client/Owner's use and for occupying the project for which they were prepared, and not for the construction of any other project.

VIII. A. ADVERTISING CREDITS:

____/____/13

The Client/Owner agrees to cite the name of Gary Guy Wilson, A.I.A. P.C., Architecture / Engineering / Site Planning / Interior Design, 4945 West Patrick Lane, Las Vegas, Nevada, 89118, as provider of architectural & engineering design services in all publicity, presentations, public relations activities, media advertising, signage, or any such promotional literature which mentions the name of the above project. The Client/Owner also agrees that Gary Guy Wilson, A.I.A. P.C., has the right to photograph the above named project and to use such photos in the promotion of the professional practice through advertising, public relations, brochures, or other marketing materials. Client/Owner agrees to provide reasonable access to the facility in the future for the purpose of making such photographs.

IX. A. ACCEPTANCE AND RETAINER:

Your signature below, when signed within thirty (30) days of this agreement preparation date, will constitute acceptance of the terms and conditions of this proposal. We are prepared to provide competent, professional, and timely production and look forward to the opportunity to be of service.

Very truly yours:

Signature: _____

Date: 22 Jan 13

Principal: Dr. Gary Guy Wilson, A.I.A., President

COMPANY: GARY GUY WILSON, A.I.A., PROFESSIONAL CORPORATION

Accepted By:

Signature: _____

Date: _____

Client Name: Ms. Susan Holecheck

COMPANY: TOWN OF PAHRUMP

"PAYMENT SCHEDULE"

November 22, 2013
 Invoice # 00001
 Project: A/E Proposal

Ms. Susan Hofecheck
TOWN OF PAHRUMP
 400 North Highway 160
 Pahrump, Nevada 89060

Project: KELLOGG PARK CSP
 (a Squaw Valley & Bridger

PROFESSIONAL SERVICES: November 22, 2013 through November 22, 2013

FEE

Phase	Complete	Fee	% Complete	Fee Earned
Phase 1: Predesign	Complete	\$ 6,000.00		
		(Concept Site Plan)		
Phase 2: Schematic Site Plan	N / A	\$ -		
Phase 3: Schematic Building	N / A	\$ -		
Phase 4: Design Development	N / A	\$ -		
Phase 4: Design Development	N / A	\$ -		
Phase 5: Construction Doc's	N / A	\$ -		
Phase 5: Construction Doc's	N / A	\$ -		
Phase 6: Bid & Award Process	N / A	\$ -		
Phase 7: Construction Mngmt.	N / A	\$ -		
Phase 9: Supplemental Service	N / A	\$ -		
Total Fees		\$ 6,000.00		Total Earned \$ -
				Previous Fee Billing \$ -
				Current Fee Billing \$ -
				0.00% RETAINER NOW DUE THIS INVOICE \$ -

architecture / engineering / site GARY GUY WILSON 4945 West Patrick Lane Las Vegas, Nevada 89118-2858	AIA	planning / interiors ARCHITECTS 702.534.7888 info@ggwarchitects.com
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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> 11/14/2013	<u>DATE OF DESIRED BOARD MEETING</u> 12/10/2013
---	--

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Consideration to approve Resolution 2013-16 regarding new Tourism Advisory Board name, mission and vision statement

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 Pahrump Tourism & Convention Council Advisory Board would like to return its original name the Pahrump Tourism Advisory Board and would seek approval of a new Mission and Vision Statement which is attached.

STAFF COMMENTS/RECOMMENDATIONS:

Staff would recommend approval.

BACKUP ATTACHED: YES NO

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

SPONSORED BY:

Susan Holecheck, Town Manager
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext.
Telephone Number

RESOLUTION #2012-08

TOWN OF PAHRUMP, NEVADA

A RESOLUTION CREATING THE PAHRUMP CONVENTION CENTER ADVISORY BOARD AND ALL MATTERS PROPERLY RELATED THERETO.

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

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

WHEREAS, the Town Board has a desire to investigate the possibility of building a new Convention Center/Civic Center within the Town of Pahrump; and

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

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

NOW THEREFORE, BE IT RESOLVED:

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

Motion proposed by Town Board Member:

Motion seconded by Town Board Member:

Vote: Ayes:

Nays:

Absent:

Approved on the 08th day of May, 2012



Vicky Parkey, Chairman
Pahrump Town Board



Dr. Tom Waters, Clerk
Pahrump Town Board

RESOLUTION #2009-06
PAHRUMP TOWN BOARD

Creation Of Pahrump Tourism and Convention Council

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

WHEREAS, the growth of the population of Town of Pahrump has made necessary the planning of, growth of, and economic benefits for the unincorporated Town of Pahrump; and

WHEREAS, the Town Board of the unincorporated Town of Pahrump is the proper authority to take measure to this end; and

WHEREAS, it is the desire of the Town Board of the unincorporated Town of Pahrump to create and oversee the establishment and conduct of such a council.

WHEREAS, at its regularly scheduled meeting on January 15, 2009, the Pahrump Tourism Advisory Board ("PTAB") approved a Tourism Strategic Plan, with certain amendments;

WHEREAS, at its regularly scheduled meeting on April 28, 2009, the Town Board of Pahrump adopted the Tourism Strategic Plan, as amended;

WHEREAS, included in the Tourism Strategic Plan, as amended, was a recommendation to rename PTAB to the "PAHRUMP TOURISM AND CONVENTION COUNCIL;"

NOW, THEREFORE, the Town Board of the Town of Pahrump does hereby resolve as follows:

1. That the Town Board of the Town of Pahrump hereby renames the Pahrump Tourism Advisory Board to be known as the "Pahrump Tourism and Convention Council".
2. That the duties, responsibilities and by-laws of this Advisory Board shall be determined by the Town Board of the Town of Pahrump upon its creation.
3. That the Town Board of the Town of Pahrump take all necessary steps to make appointments to this Advisory Board which reflects the community wide interest and scope thereof.

DATED this 12th day of May, 2009.

VOTE: 4-1

AYES:

NICOLE SHUPP
BILL DOLAN
VICKY PARKER
FRANK MAURIZIO

NAYS:

MIKE DARBY

ABSENT:

#9


Nicole Shupp, Chairman


Vicky Parker, Clerk

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> 11/14/2013	<u>DATE OF DESIRED BOARD MEETING</u> 12/10/2013
---	--

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Consideration of responses to RFP for 2014-15 Pahrump Fireworks Display and possible approval of bid.

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 issued an RFP for the 2014-15 Fireworks Display. Three companies have responded and met the criteria

STAFF COMMENTS/RECOMMENDATIONS:
Staff would state that each of the responses has merit and that selection of one of the companies is appropriate.

BACKUP ATTACHED: YES NO

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

SPONSORED BY:

Susan Holecheck, Town Manager
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext.
Telephone Number

PROGRAM

FIREWORKS SPECTACULAR

TOWN OF PAHRUMP
JULY 4, 2014 \$23,750.00

RFP 2013-03 - COPY

Submitted By:
Garden State Fireworks, Inc.
The Santore Brothers

Opening

- 500 1"-2" *Assorted Multi-Break Special Effect Shells*
- 30 3" *Shell of Shells Chrysanthemum*
- 30 3" *Assorted Color & Titanium Report*
- 24 4" *Bumper Harvest Shell*
- 16 5" *Spangle Chrysanthemum*
- 6 6" *Color Changing Peony with Color Changing Pistol.*
- 6 6" *Shell of Shell Chrysanthemum*

Special Effects

15-30MM

QTY.	SHOTS	DESCRIPTION
2	100 Shot	White Glittering with Red Pistol Fan
1	100 Shot	Z Cake Color Falling Leaves with Blue comet & Tips
2	96 Shot	W Cakes Gold Willow Comets w Blue comet & Tips
2	100 Shot	V Cakes Rapid Fire Blue Stars
1	100 Shot	Z Cake Rapid Fire Zigzag Red Stars
4	48 Shot	Golden Crackling Crossetti
2	100 Shot	Zig Zag Blue Stars (Left to Right)
14 TOTAL	SHOTS 1,200	

Body

- 190 3" *Assorted Chrysanthemum Peony Pattern & Reports*
- 180 4" *Santore Bros. Special (Multi-Break & Custom designer
Chrysanthemum*
- 147 5" *Assorted Chrysanthemum Star Shells & Cannonade*
- 59 6" *Large Spreading & Special Breaking Multi-Effect Shells*
- 59 6" *Assorted Mines Comets-Spinners -Lumens*

Grand Finale

PRE-FINALE:

4,000		<i>Flying Fish, Whistles Comets & Report Fancy Salutes</i>
33	3"	<i>Assorted color Star Shells</i>
63	3"	<i>Assorted Fancy Colors and Reports</i>
63	3'	<i>Color and Lightning Flashes 4,500 crackling effects</i>
63	3"	<i>Assorted Color Strobing Stars 3,000 bright flashes</i>
30	3"	<i>Fancy Gold Willow</i>
60	3"	<i>Titanium Report</i>
32	4"	<i>Assorted Chrysanthemum and Peony</i>
20	5"	<i>Glittering Silver Color Changing Red, White and Blue</i>
10	6"	<i>Color Changing Chrysanthemum</i>
10	6"	<i>Silver Rain Chrysanthemum</i>

Arrayal

TOWN OF PAHRUMP

July 4, 2014 \$23,750.00

Opening:

500	1"-2"	<i>Assorted Multi-Break Special Effect Shells</i>
30	3"	<i>Assorted Star Shells</i>
30	3"	<i>Assorted Color & Titanium Report</i>
24	4"	<i>Bumper Harvest Shell</i>
16	5"	<i>Spangle Chrysanthemum</i>
6	6"	<i>Color Changing Peony with Color Changing Pistol</i>
6	6"	<i>Shell of Shells Chrysanthemum</i>

Special Effects

15-30MM		
2	100 Shot	<i>White Glittering with Red Pistol Fan</i>
1	100 Shot	<i>Z Cake Color Falling Leaves with Blue comet & Tips</i>
2	96 Shot	<i>W Cakes Gold Willow Comets w Blue comet & Tips</i>
2	100 Shot	<i>V Cakes Rapid Fire Blue Stars</i>
1	100 Shot	<i>Z Cake Rapid Fire Zigzag Red Stars</i>
4	52 Shot	<i>Golden Crackling Crossetti</i>
2	100 Shot	<i>Zig Zag Blue Stars (Left to Right)</i>

Body:

190	3"	<i>Assorted Chrysanthemum Peony Pattern & Reports</i>
180	4"	<i>Santore Bros. Special (Multi-Break & Custom designer Chrysanthemum</i>
147	5"	<i>Assorted Chrysanthemum Star Shells & Cannonade</i>
59	6"	<i>Large Spreading & Special Breaking Multi-Effect Shells</i>
59	6"	<i>Fancy Assorted Pastel Color</i>

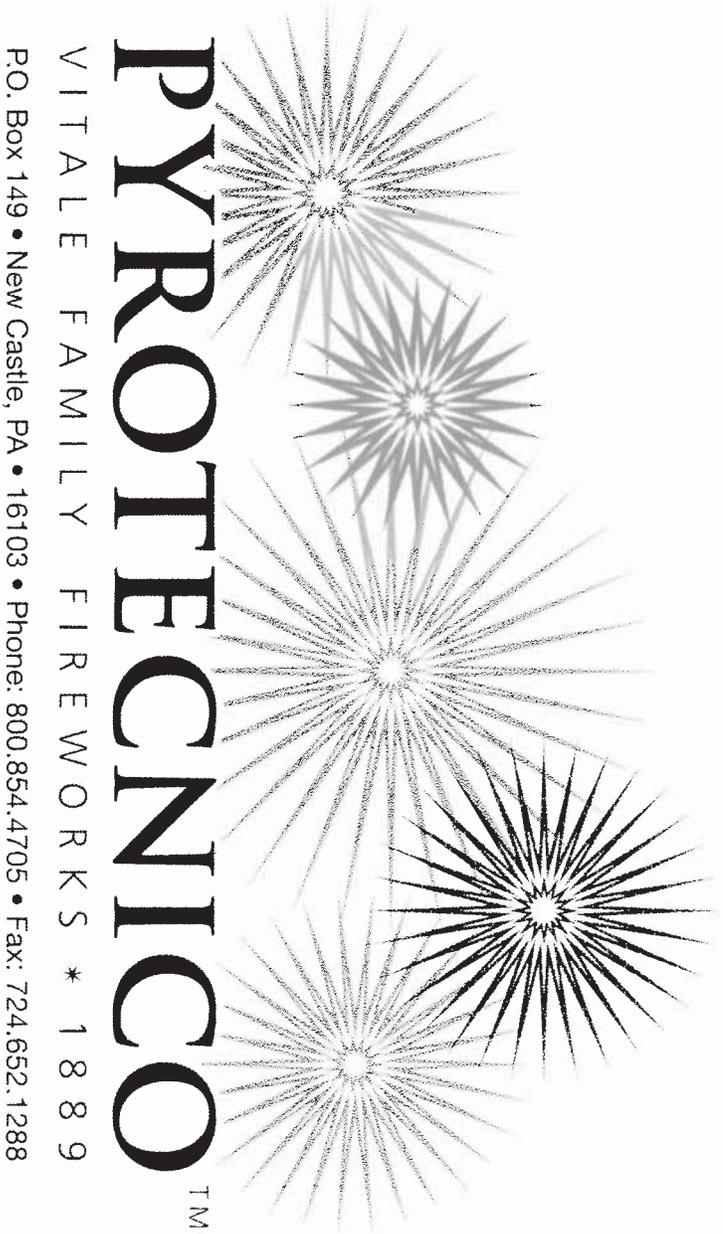
Pre- Finale:

15/30MM		
4000	<i>Flying Fish, Whistles, Comets & Report Fancy Salutes</i>	

Grand Finale:

33	3"	<i>Assorted Color Star Shells</i>
63	3"	<i>Assorted Fancy Colors and Reports</i>
63	3"	<i>Color and lightning Flashes 4,500 crackling effects</i>
63	3"	<i>Assorted Color Strobing Stars 3,000 bright flashes</i>
30	3"	<i>Fancy Gold Willow</i>
60	3"	<i>Titanium Report</i>
32	4"	<i>Assorted Chrysanthemum and Peony</i>
20	5"	<i>Glittering Silver Color Changing Red, White and Blue</i>
10	6"	<i>Color Changing Chrysanthemum</i>
10	6"	<i>Silver Rain Chrysanthemum</i>

Shells Size	1"-2½"	3"	4"	5"	6"	Assorted Effects	15/30MM	Total Pieces, Shots & Effects
Total Pieces	500	562	236	183	150	7,500	5,200	14,331



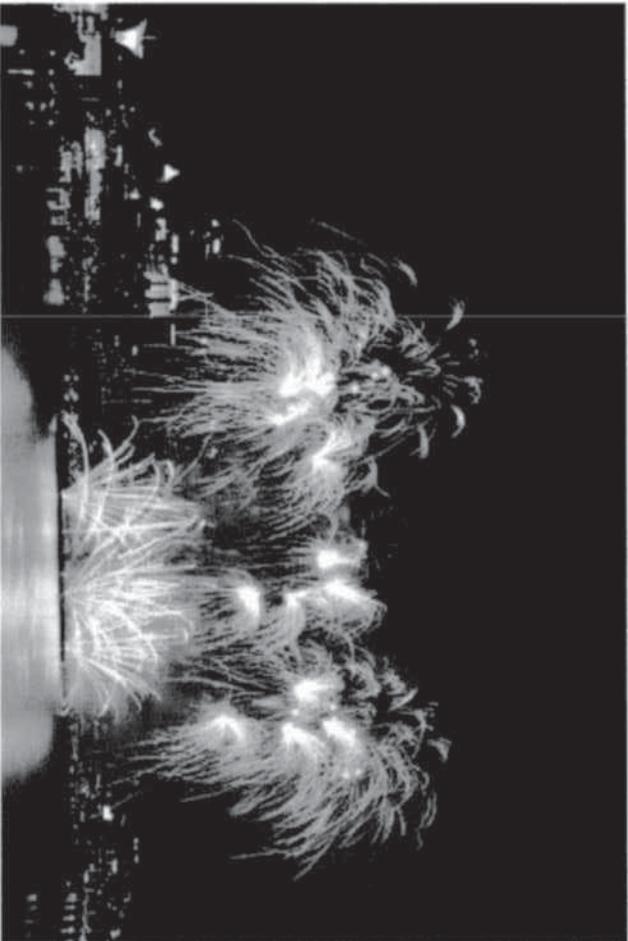
PYROTECNICOTM

V I T A L E F A M I L Y F I R E W O R K S * 1 8 8 9

P.O. Box 149 • New Castle, PA • 16103 • Phone: 800.854.4705 • Fax: 724.652.1288

Client: Town of Pahrump, NV

October 30, 2013

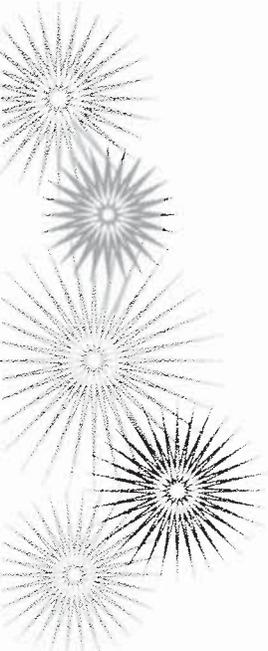


Thank you,

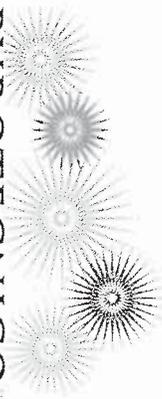
Thank you for requesting more information about Pyrotecnico. This is a great opportunity for our company to showcase our energy and creativity on such a grand stage. It's what gets us up in the morning. We are truly excited about putting on a spectacular production for you.

We have included some information about our company. We are America's largest fireworks display company. Four generations have built Pyrotecnico into the success story that it is today. Our success is based on our drive to create both the safest and most spectacular shows possible. We hope that we'll have the opportunity to do so for your special event.

We are at your service.



PYROTECNICOTM
VITALE FAMILY FIREWORKS • 1889
INTRODUCTION



PYROTECNICO
VITALE FAMILY FIREWORKS • 1989

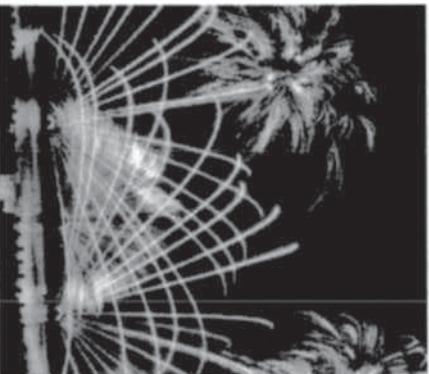
INTRODUCTION

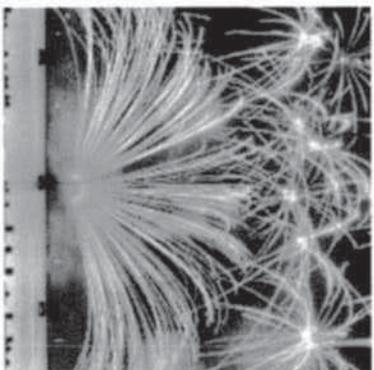
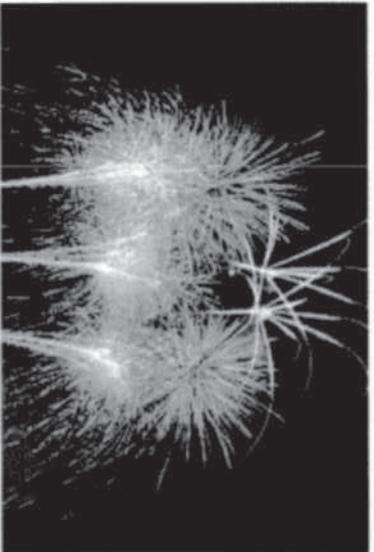
After 120 years of innovation, we remain the frontrunner in applying the newest and most exciting technology and products available in never before seen ways to enhance all areas of show design and unprecedented choreographed timing.

More than 2,000 times a year, we guide event producers confidently through every step of every show, from consultation all the way through to cleanup. You can rest easy that we are taking care of every detail so you don't have to. That is the "Peace of Mind" philosophy that we deliver to every project we work on.

A positive attitude and attention to detail helps us build client relationships that grow year after year. Those same qualities have earned our crews the respect of officials all over the World. With a World class team that has an exceptional safety record, you are guaranteed a high quality, safe production for your event.

Simply put, clients always come first. We may have our eyes in the sky, but we're all business when it comes to you. Our passion for the business is demonstrated by our cutting edge innovation, the highest quality standards, and superior customer service. We produce each show with tireless dedication, insuring safety is our top priority. Imaginative people are the core of our success and great performances are our passion!





Our Vision

We will be the recognized leader as a full service Entertainment & Production Company. Our **passion** for the business will be demonstrated by our **cutting edge innovation**, the highest **quality** standards and superior customer service.

Our Purpose

To create **Ooh's & Aah's**

Our Core Values

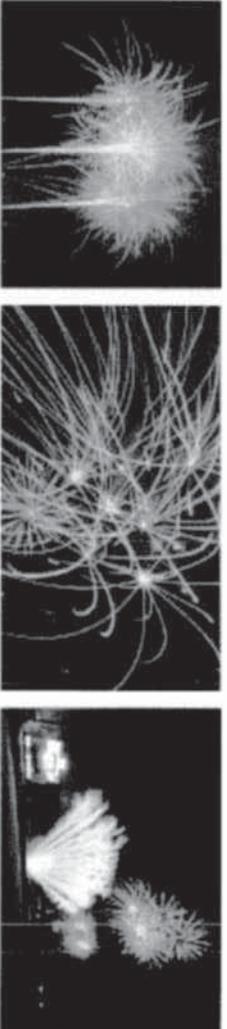
We produce each show with **Tireless Dedication**.
We treat each employee, customer, supplier & regulator with **Respect**.
Individual & Team **Initiative** drives our company.
Imaginative people are the core of our success.
Great performances are our **Passion**.
Ensuring **Safety** is our top priority.


PYROTECNICO[™]
VITALE FAMILY FIREWORKS • 1889
INTRODUCTION



Pyrotecnico
Viale Family Fireworks • 1889

HISTORY



In 1889, Constantino Vitale started his fireworks company in Pietramelara, Italy. He immigrated to the United States in 1920 through Ellis Island making a home for his family and company in New Castle, Pennsylvania — a small town between Pittsburgh and Cleveland that would become known as "The Fireworks Capital of America."

At the turn of the century, the company was one of the largest fireworks companies in the country. By 1940 the company was headed by Constantino's son, Rocco Vitale Sr., who led the expansion of the facilities in New Castle which were also briefly used to manufacture explosives for the U.S. Navy during World War II. Many of these buildings still stand today, across the street from the 20,000 square foot corporate headquarters.

Five different generations of the Vitale family have grown Constantino's company by training new staff in the old family ways, selecting the best products from global suppliers, and delighting more and more audiences every year. In the 1990s the company took on the name "Pyrotecnico" to reflect the variety of products that it used to complement fireworks, like confetti, streamer cannons, lighting, fog, smoke, close proximity effects and synchronized pyrotechnics to pre-recorded audio or live performance.

Now, at the turn of the 21st century, the Pyrotecnico extended family looks to continue traditions as they create exciting celebrations for the next 100 years. According to CEO Stephen Vitale, "While we've become one of the premier fireworks and special effects companies in the world, we cannot lose sight of what has gotten us here: a commitment to innovation that impacts audiences visually and emotionally, attention to detail, listening to clients and a serious regard for safety. We take pride in these skills and use them to provide the best show possible for each event."

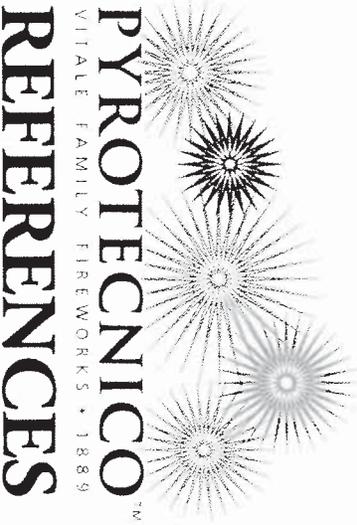
Stephanie Maussumino
Town of Pahrump
smaussumino@pahrumppnv.org
775.727.5107

Shana Gerehy
Primm Valley Resort & Casino
sgerehy@affinitygamingllc.com
702.679.6567

Jenna Bell
Providence Master Homeowners Assoc
jbell@comcnet.com
702.216.2020

Jeffery Rathjen
Pahrump Nugget
jrathjen@ggilv.com
775.751.6500

Brooke Kasel
City of North Las Vegas
kaselb@cityofnorthlasvegas.com
702.633.2490



Knock their socks off and leave them wanting more!

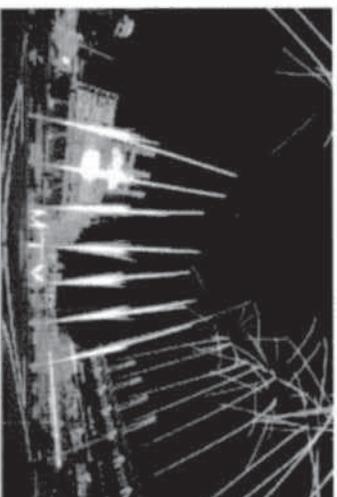
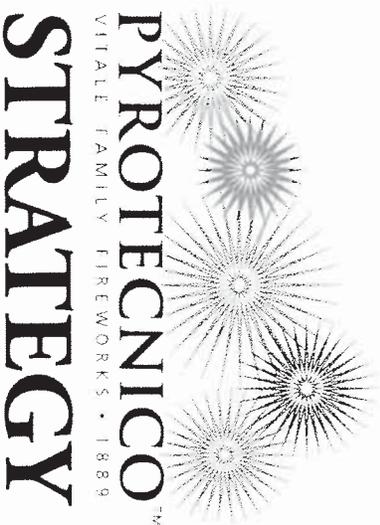
Pyrotecnico is America's most creative fireworks display company. We've been designing fireworks shows, and searching the world for the latest in pyrotechnic innovations, for 118 years. That experience puts dramatic impact and new surprises in every display we produce.

We keep the surprises in the sky.

We've built hundreds of decade-long relationships by helping our clients stay unruffled while we dazzle their audiences. More than 2,000 times a year, we guide events producers confidently through every step of every show, from consultation all the way through to cleanup.

Behind our mastery of the fireworks arts and sciences are:

- Customer-centered attitudes and strategies
- World's best pyrotechnicians
- A collaborative, interactive design process
- Using the unique aspects of each venue to our advantage
- Respecting others and their ideas.



Audiences expect each fireworks show to surpass the last one they saw. So we are continuously integrating the latest pyrotechnics to create rapid firings, layering in the sky from bottom to top, and dramatic pyrotechnic scenes.

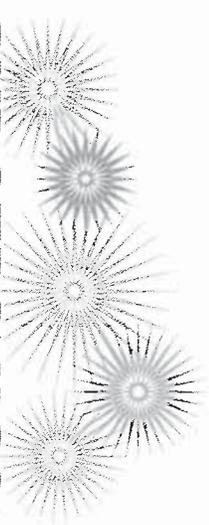
Many of our techniques have their origins in European-style designs, where multi-shot devices are used to get as much width as possible in a display that appears to explode close to the ground.

This expectation fuels our passion for creating new results for each show we design.

Our nationwide network operates 365 days a year.

To serve our clients, Pyrotecnico has grown a national network of design offices, distribution centers and shipping locations.

Our staff from these locations are organized into virtual teams to develop and deliver shows in five regions in the U.S., the Caribbean, Europe and Asia. We operate 12 sales offices and 15 distribution offices across the United States.

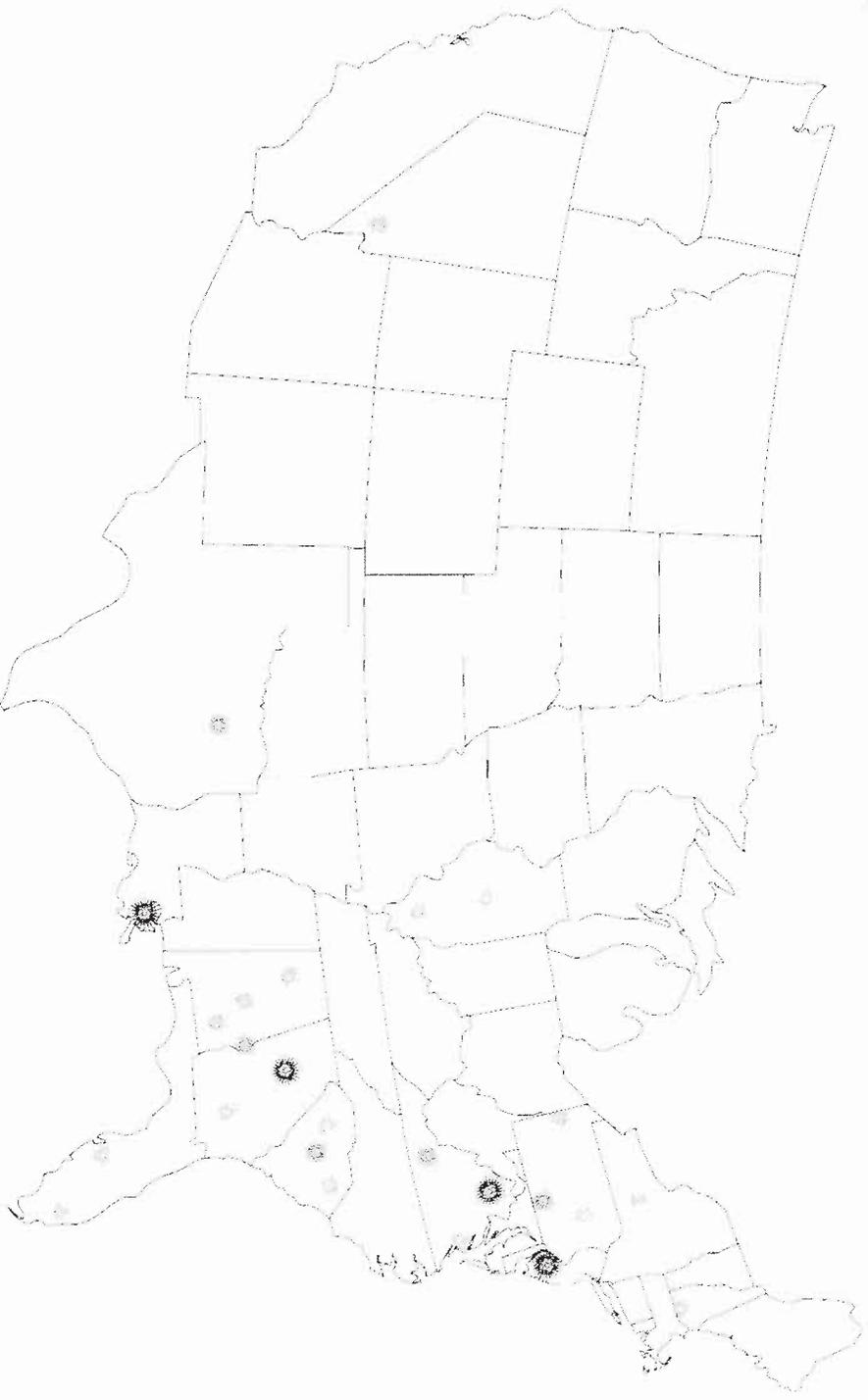


PYROTECNICO[™]
VITALE FAMILY FIREWORKS • 1989

INNOVATION & PASSION

PYROTECNICO™
VIAIETI FAMILIETI NETWORKS, 1889

NATIONWIDE NETWORK



Pyrotecnico has many facilities across the United States to service every event in any location effectively.

 **Pyrotecnico Sales Office/Distribution Facility**

A serious commitment to safety.

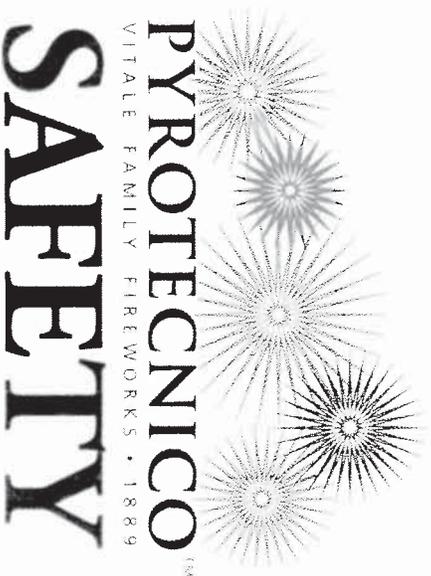
We hold the safety of our audience and technicians in the highest regard. We comply strictly with all federal, state, and local safety regulations and we work hard to keep environmental impact to a minimum. Our full time safety director will implement a safety plan specifically for your show. We will take care of attaining all necessary permits and approvals.

Fully insured and certified.

Every fireworks display includes provisions for all safety issues. All of our materials and equipment in Pyrotecnico fireworks packages includes 10-million-dollar general liability insurance and excess/umbrella liability insurance, 10-million-dollar commercial transportation insurance and workers compensation. All Pyrotecnico drivers carry current commercial licenses. Pyrotecnico has the finest insurance coverage available in the industry and we take pride in our unblemished safety record.

We use technology and training to increase safety.

Firing fireworks shows with a computer increases safety, and many of the new shells have improved lighting mechanisms. At your venue, Pyrotecnico technicians will take all necessary measures to ensure compliance with all local, state, and federal safety requirements.





CLIENT SERVICE TEAM

Stephen Vitale - President & CEO - svitale@pyrotecnico.com

As the President and CEO of Pyrotechnico, Stephen provides the leadership for all of our employees and creates the philosophy by which we excel. Stephen has 30 years of experience in the fireworks and special effects industries.

Chris Mele - Chief Operating Officer - cmele@pyrotecnico.com

With 22 years of experience, Chris oversees the day to day operations and communications, while managing all of the distribution points and facilities in Pyrotechnico's nationwide network.

Rocco Vitale - Creative Director & Show Designer - rvitale@pyrotecnico.com

Rocco designs all shows and creative aspects of productions. Rocco has been in the business for 15 years.

Rick Hoppe - Chief Financial Officer - rhoppe@pyrotecnico.com

Rick oversees Pyrotechnico's accounting department, and handles Pyrotechnico's daily finances, insurance, and billing.

Victor Laurenza - Regional Sales Manager - vlaurenza@pyrotecnico.com

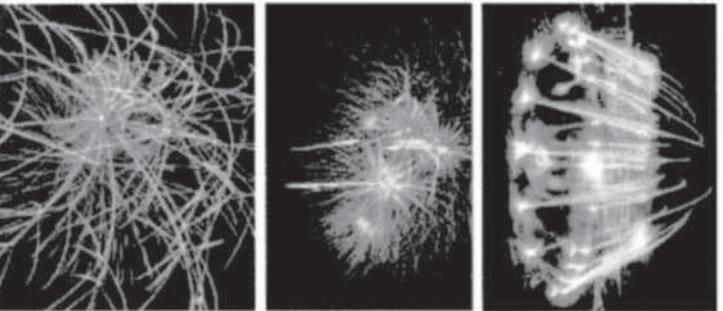
Victor supervises the servicing of client accounts, ensuring that you are completely satisfied with our service and your crowd will experience the best show they have ever seen.

Phillip Stewart - Show Producer - pstewart@pyrotecnico.com

Phillip services client accounts, making sure that all aspects of your program are completed in a timely manner.

Margie Lough - Sales Assistant - mlough@pyrotecnico.com

Margie assists Phillip in obtaining all permits necessary for your event and making sure every detail of the preparation process has been addressed.



A Proposal For:
Town of Pahrump Fourth of July 2014

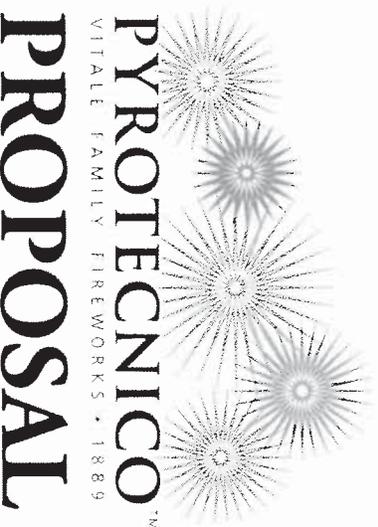
Pahrump, NV

Event Date
July 4, 2014

Prepared for
Susan Holecheck

To Provide
\$25,000.00 Aerial Display Presentation

\$25,000.00 Grand Total



Contract Terms
50% deposit due upon signing of contract. The balance is due within 10 days after the display.

Opening Presentation

The Opening Presentation will start your display off "with a bang." A "mini-finale" will excite the crowd and get them energized for a great show.

- 20 3-inch Assorted Color Changing Star Shells
- 20 3-inch Titanium Salutes
- 6 4-inch Assorted Color Changing Star Shells
- 5 5-inch Assorted Color Changing Star Shells

51 Total Opening Shells

Body

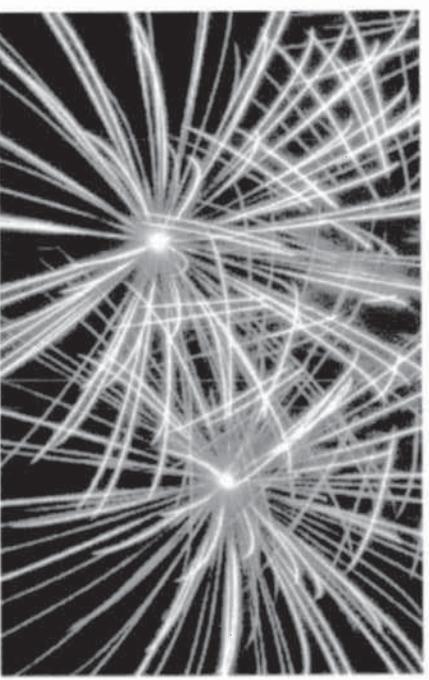
The majority of your display will be fired during the Body presentation. It will have a balanced pace with constant action. Radiant color combinations like Violet & Lemon, Aqua & Pink, and the always treasured Red, White, & Blue. Amazing effects such as Crossette, Twister Glittering, Rings, and Color Changing Chrysanthemums will be mixed in to illuminate your skies!

- 180 4-inch Assorted Aerial Display Shells
Note: Above shells will be individually fired or tied in combination flights of Two, Three or Six Shells per Flight

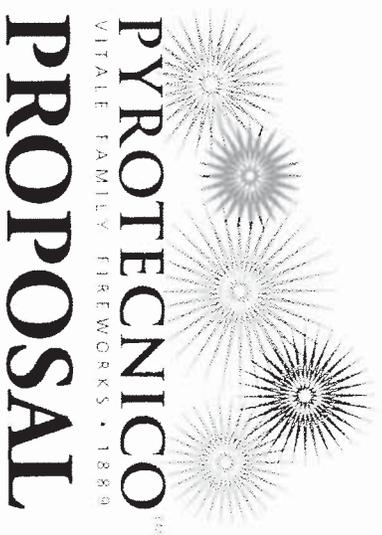
- 120 5-inch Assorted Aerial Display Shells
Note: Above shells will be individually fired or tied in combination flights of Two, Three or Five Shells per Flight

- 108 6-inch Assorted Aerial Display Shells
Note: Above shells will be individually fired or tied in combination flights of Two, Three or Four Shells per Flight

408 Total Body Shells



The logo for Pyrotecnico features a series of stylized, circular firework bursts arranged in a horizontal line. Each burst is composed of many small, radiating lines, creating a starburst effect. The logo is positioned above the company name.
PYROTECNICO
VITALI FAMILY FIREWORKS • 1889
PROPOSAL



Special Effect Barrages

Special Effect Barrages will enhance your display in ways you haven't seen before. The innovative firings and creative effects matched with imaginative color combinations will give your audience a one-of-a-kind presentation. Wave Willows, Red & Green Falling Leaves, Silver Whirl with Green Glittering Mines, and Lemon & Purple "X" Crossettes are just some of the effects that have brought crowds to their feet with their jaws dropping in amazement.

- 4 100 Shot Assorted Angled Barrages (400 Shots)

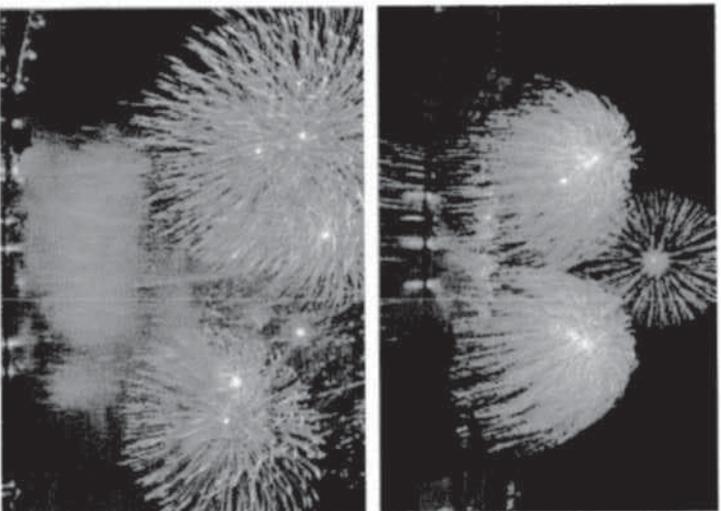
400 Total Barrage Shells

Your Grand Finale Presentation

The Grand Finale Presentation is the ultimate crowd pleaser and most exhilarating part of your display. When the sky erupts with Multi-Color Peonies and Thunderous Salutes, there is no better visual experience. They will end your event in style and leave the audience wanting more!

- 140 3-inch Titanium Salutes
- 300 3-inch Assorted Color Star Shells
- 30 4-inch Assorted Color Star Shells
- 20 5-inch Assorted Color Star Shells
- 16 6-inch Assorted Color Star Shells

506 Total Finale Shells



Presentation Recap

Opening

- 20 3-inch shells
- 20 3-inch titanium salutes
- 6 4-inch Shells
- 5 5-inch Shells

51 Total Opening Shells

Body

- 180 4-inch Shells
- 120 5-inch Shells
- 108 6-inch Shells

408 Total Body Shells

Special Effect Barrages

- 4 100 Shot Assorted Angled Barrages (400 Shots)

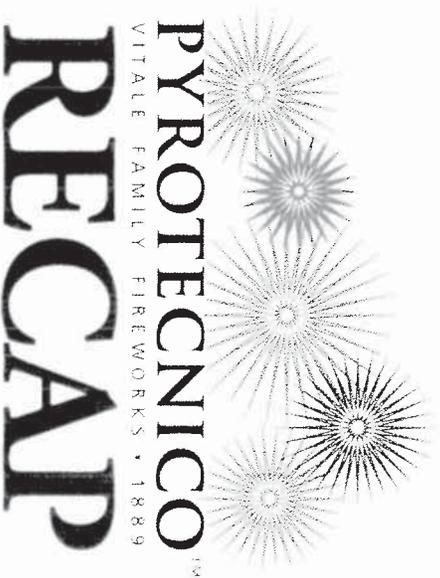
400 Total Barrage Shells

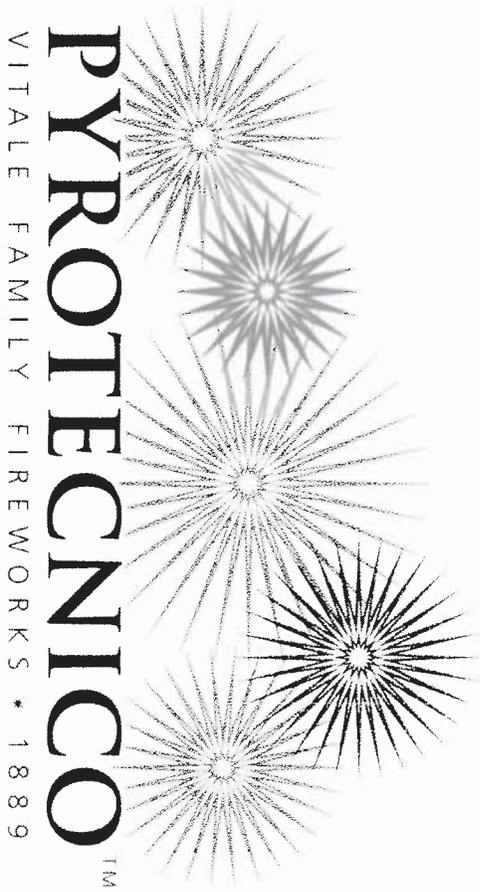
Grand Finale

- 140 3-inch Titanium Salutes
- 300 3-inch shells
- 30 4-inch Shells
- 20 5-inch Shells
- 16 6-inch Shells

506 Total Finale Shells

1,365 Total Shells





Thank you!

Should you have any questions please feel free to contact us 24/7!

Thank you for the opportunity and we look forward to dazzling your audience!



Phillip Stewart
Show Producer
702.341.7976 (office)
702.812.2691 (cell)
pstewart@pyrotecnico.com



For more information, please scan this QR code and you will be directed to a video about Pyrotecnico.



THIS IS TO CERTIFY THAT

Pyrotecnico

IS A MEMBER IN GOOD STANDING

FOR THE YEAR 2013

As such, this firm is committed to the Association's mission to preserve, protect, and promote the American tradition of fireworks by encouraging safety in design & use of all types of fireworks and advocating reasonable regulation of the industry.

Stephen Vitale – APA President

Julie L. Heckman – APA Executive Director

Preserving and Promoting an American Tradition



THIS IS TO CERTIFY THAT

Pyrotechnics - New Castle

IS A MEMBER IN GOOD STANDING OF THE
AMERICAN FIREWORKS STANDARDS LABORATORY

FOR THE YEAR 2013

As such, this firm is committed to the AFSL's mission of enhancing the quality and safety in transportation, storage, and use of Professional Display Fireworks.

Michael Collier, President

John D. Rogers, Executive Director

Zambelli

FIREWORKS

To the Town Of Pahrump,

I would like to thank you for providing Zambelli Fireworks with the opportunity to design a display package for your 2014 and 2015 Fourth of July Celebrations at Petrack Park.

I have provided two display options for your consideration. This program suggests our initial considerations as to show design and describes basic product types and quantities. Our design is consistent with your specific viewing location.

Zambelli Fireworks will provide all equipment and labor, acquire all permissions and security mandated by authorities having jurisdiction, reserve all transportation required, Workman's Compensation in addition to liability insurance for your Fourth of July displays. We have selected some very exciting special pyrotechnic effects that will be in keeping with Fourth of July displays of this caliber.

I have also attached to the proposal, a copy of our sample insurance certificate.

We would like to introduce ourselves as we are new to the west coast. We, John and Anne Hagan have been employed by Zambelli Fireworks for a combined fourteen years primarily out of the main office on the east coast in New Castle, Pennsylvania. John had become a top technician and problem solver for many displays of all sizes. In late 2012 we were asked to become the new West Coast Project Managers replacing the now retired Irving Perry who had been in place for almost twenty years here in the central valley. We moved to California early in 2013 and worked as leaders alongside Mr. Perry to execute over a hundred displays. We take great pride in producing an incredible display everyone will remember while doing so in the most professional manner with safety always being our main concern. Thank you for your time and consideration.

Sincerely,

John D Hagan

Anne M Hagan

**West Coast Project Managers
Zambelli Fireworks
P.O Box 986 Shafter, CA 93263
Office: 800-322-7142
Cell: 502-220-7945**

jhagan@zambellifireworks.com
www.zambellifireworks.com

Zambelli

FIREWORKS

Town of Pahrump
Fourth of July Celebration
Petrack Park, 2014, 2015
RFP #2013-03



Zambelli Fireworks Mfg.

John Hagan & Anne Hagan

502-220-7945

800-322-7142

PO Box 986, Shafter, California 93263

jhagan@zambellifireworks.com

Zambelli

FIREWORKS

Section A: Experience with similar clients and projects

Delivering the “Zambelli Experience” from Start to Finish

Zambelli understands how much time and effort the Town of Pahrump will invest in all aspects of the entire production. We offer turn-key service and we will assist in all phases of the planning and preparation. The Zambelli Experience extends much farther than simply the production of the shows themselves. From start to finish, every member of the Zambelli Team will be committed to providing you with the highest level of customer service.

Our staff will ensure that all show details run smoothly and efficiently. We will keep open lines of communication with all parties involved, process all necessary permits, handle all load-in and tear-down logistics, produce a well-designed fireworks program, and do so in a very timely and well organized fashion. This dedication to great service will allow us to create a memory that will last with your audience forever, while inspiring a very friendly and cooperative work environment essential to a job well done. We are moving the industry in a new direction and Zambelli will be shaping the future of fireworks displays for many years to come. We would like for the town of Pahrump to be a part of that future and we promise, “Your show will be a world-class production.”

References for displays of similar size, scope and budget:

The Monte Foundation
Gar Woods Restaurant
Tahoe City, California
Labor Day, 2013
Kim Gallick
(831)685-3317
KimDGallick@aol.com

Kern County Raceway Park
Bakersfield, California
July, 2013
Rusty Risi
(661)805-9030

Silverlakes Association
Helendale, California
July, 2013
Denise Hammer
(760)245-1606
DHammer@silverlakesassociation.com

Patterson Apricot Fiesta
Patterson, California
June, 2013
Marilyn Hoobler
(209)892-3118
patterson_apricot_fiesta@hotmail.com

Zambelli

FIREWORKS

Section B: Staff qualifications and availability

The Zambelli Team

There's a tremendous dedication to technician training to ensure the safest display with the highest quality production.

All of our display technicians have attended Zambelli Fireworks' extensive training program and have met all of the rigid safety procedures, which exceed state and federal requirements. We offer a number of different training courses with extensive classroom and hands-on training, per year, around the country. New technicians must also work alongside experienced technicians to gain competence and meet the highest safety, regulatory, and overall performance standards.

Our most experienced show designers, producers, and pyrotechnicians will be responsible for ensuring the entire production meets and exceeds your expectations. Our main goal is to deliver all elements of this production in a very timely, successful manner.

John and Anne Hagan, West Coast Project Managers, will be the main point of contact throughout the planning and execution of the fireworks program. We will ensure that you receive the highest level of customer service throughout the entire production. Our focus will be to communicate effectively with your Special Events Manager and accomplish all production details in an efficient and timely manner.

Zambelli Fireworks takes pride in offering our customers a "Turn-Key" production. From the time our crew arrives at Petrack Park until the final clean-up of debris, our company will provide our own security at all times. Our company will timely process all required local, county, and state permits and approvals. Upon contract award, Zambelli will provide proof of our current Federal ATF license.

Zambelli

FIREWORKS

Section B: Staff qualifications and availability

Benefits of Partnering with Zambelli

- **Turn-key Production** – Our job is to make your job easier...
 - We process all permits, staff overnight security, and coordinate with all parties involved.
 - Zambelli manages all production details in a safe and efficient manner.
 - Our technicians and show producers are well-trained, punctual, and professional.
 - We provide smooth, timely customer service from start to finish.

- **Legacy** – Zambelli Fireworks has proudly produced over one-hundred thousand displays...
 - We are the most well recognized brand in the fireworks industry.
 - The Zambelli family has provided fireworks entertainment since 1893 and has manufactured some of the most spectacular fireworks ever made.
 - Our long history offers a wealth of experience. We produce shows all over the world and in all types of environments.
 - The Zambelli Design Team strives everyday to be the industry leader in new design motifs, cutting-edge choreography, and show production technology.
 - Zambelli prides itself on long-term partnerships, some lasting over 50 years.

- **Company Size** – There are many benefits to being the largest fireworks company in the United States...
 - World-class designers produce worldwide events all year long.
 - Zambelli buying power assures you will receive the highest quality products at the best possible cost.
 - Zambelli offers the highest level of insurance protection in the industry to protect our clients.
 - We staff technicians from every region across the U.S. and around the world.
 - Regional storage facilities help to cut costs for our clients.
 - Every year Zambelli invests in new equipment to ensure we can offer our customers the most reliable, modern firing systems available.

Zambelli

FIREWORKS

Section C: Exceptions to Scope of Work

No Exceptions to Scope of Work



Zambelli

FIREWORKS

Section D: Your firms understanding of our project

Introduction - Our Commitment to Fireworks Excellence

Zambelli Fireworks is proud to present our proposal for the 2014 Fourth of July Celebration for the Town of Pahrump, NV. Our company will unveil several of the most modern pyrotechnic effect segments and tableaus to compliment the venue at Petrack Park. Our design team will integrate awe-inspiring fronts of motion choreography including angling and crossing effects, chasing segments, zipper and waving effects, and end to end movement. Through the use of multi-tiered display choreography, our design strategy will enable us to present a spectacular "Zambelli Experience" for your entire audience while also offering a very intense, high energy performance.

Project Understanding - Creating a World-Class Production

Zambelli has a great history of success and experience producing shows of this size and scope. We will apply the perfect element of display choreography to the theme and musical score chosen for this program. Our design team is well accustomed to working alongside sound producers and event coordinators to assist with the theme and soundtrack development. Our entire production will convey the emotional aspect of the music, provide a wide array of artistic colors and effects that blend to each stanza, and deliver well-timed "soft" and "building" moments.

Scope of Work

Upon contract award, Zambelli will meet all objectives as stated in your RFP. Zambelli will obtain all required licensure and will meet all the necessary provisions and guidelines as set forth by the NFPA 1123 Code for Fireworks Displays. Zambelli will comply with all federal, state, and local, regulations for contracting and producing this fireworks program. Our skills, experience, and reputation will be confirmed by the references we have provided and we encourage you to contact each of them. The Zambelli production team that will be assigned to your production has more than 100 years of combined fireworks experience. Our staff is prepared to meet all deadlines in a very timely manner, and our company is primed to renew a long-term partnership with the Town of Pahrump.

Zambelli

FIREWORKS

Section D: Your firm's understanding of our project

Proposed Show Segments

Opening: An opening barrage is designed to attract the attention of the audience and entice them to pay attention..."The show has just begun!" The opening barrage for the display will certainly impress as multiple shots of comet tails and aerial shells will fill the night's air. As the opening barrage grows, the intensity of colors and sound will permeate the skies.

Feature Presentation: The main body of the fireworks display should not be just one shell fired one after another. It's about rhythm, timing, and spacing the perfect effects with one another and building themes throughout the show. Some firework shells are designed to have loud bursts and extreme intensity while others are designed to have long durations and intricate effect patterns. The design team hand picks every display shell and multi-shot effect used to ensure there are nearly no duplicates of tableaux throughout the program. The audience will enjoy a well-designed display with the best selection of fireworks product available in the world.

The Grand Finale: and it will be GRAND! ...Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. A poor finale will leave an audience disappointed. Zambelli Fireworks has a long tradition of supplying the biggest and best Finales in the industry. It will be loud, it will be full of vibrant colors, it will be long, and it will leave a lasting impression. Hundreds of shots and effects of multi-color shells, gold and silver sparking lights, gold brocade crown shells and other effects coupled with chest-pounding titanium-salutes will be the magical ending of this grand display. The finale will be fired with multiple sized shells and effects to cover every inch of sky from 250 to 500 feet in the air.

Zambelli

FIREWORKS

Section D: Your firm's understanding of our project

Program Philosophy

Generally speaking there's an opening segment, main body and grand finale of a fireworks display. Just as a great play or movie has various segments that flow together, firework shows are similar type productions that should never leave the audience wanting more or leaving disappointed.

There are fundamental basics that Zambelli Fireworks adheres to create the best displays in the industry. Some of these fundamentals include:

- **No Dead Air:** Just like any television, radio, or big screen production, "Dead-Air" is simply not acceptable. At any given time there will be multiple firings of shots and shells in the air for the display.
- **Product Type Combinations:** The key to designing a great show is to use a large variety of different pyrotechnic devices. Using a wide array of effects is the best way to keep the audience engaged throughout the program. Different sounds, colors, and effects will be chosen carefully to maximize the impact of the display.
- **Rhythm and Intensity:** Just as many movies have a loud, action-packed car chase one moment followed by a romantic scene the next moment, fireworks productions also need to have a flow of intensity. A show that is too fast or too slow can get monotonous. Zambelli designs shows that one moment are a constant barrage of colors and booms while the next moment may be soft horsetail golden willows fluttering down from the sky one-by-one.
- **Finales:** There's a major art to shooting a spectacular finale. Many people think a finale is simply shooting a lot of shells. While true from a quantitative standpoint, a finale must make sense in order to entertain most effectively. Zambelli designs finales that start slower and lower. Building in intensity is the best way to drive the emotion of the show toward the climatic ending. The finale will end with red, white and blue moons with titanium salute reports.

Zambelli

FIREWORKS

Section E: Sample of Similar Projects

Town of Pahrump

Fourth of July Celebration

Petrack Park, 2014, 2015

RFP #2013-03

Synopsis

Recommended show duration of 22 minutes

Proposed Budget: \$25,000

This show synopsis is very similar to our show for the Monte Foundation on Labor Day, 2013 and our Kern Co. Raceway show in July, 2013.

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SHELL DESCRIPTION	QUANTITY
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GRAND OPENING FINALE

Three Inch Assorted Finale Color & Salute Shells	30
Four inch Assorted Finale Color Shells	24

MAIN BODY OF PROGRAM

Three Inch Assorted Multi-Break & Report Shells	600
Four Inch Assorted Multi-Break & Report Shells	360

SYNOPSIS CONTINUED ON NEXT PAGE...

Zambelli

FIREWORKS

RFP #2013-03

Synopsis, continued

<u>SHELL DESCRIPTION</u>	<u>QUANTITY</u>
<u>MULTI SHOT DEVICES 1/12" & 2"</u>	
Forty Shot Fan Effect (6 devices)	294
Forty Shot Straight (6 devices)	294
One Hundred Shot Multi- Colored (6 devices)	600
Three Hundred Shot Multi-Colored (3 devices)	900
Four Hundred Eight Shot Multi-Colored (3 devices)	1224
Fifty Shot Finale with Reports(3 devices)	150
<u>ZAMBELLI GRAND FINALE</u>	
Three Inch Assorted Color Finale Shells	300
Three Inch Assorted Salute Finale Shells	200
Four Inch Assorted Color Finale Shells	120
<u>TOTAL NUMBER OF SHELLS</u>	<u>5096</u>

Zambelli

FIREWORKS

Section G: Cost for services on an annual basis

Town Of Pahrump **Fourth of July Celebrations** **Petrack Park, 2014, 2015**

Show Dates: Fourth of July for the year of 2014 & 2015

Show Budget Options: \$25,000.00 (all inclusive show budgets).

Duration of shows: Twenty two minutes

Insurance Liability Coverage: \$10 Million dollars per incident clause to cover the Fireworks Display. Zambelli uses the highest insurance premium in the industry, only offered to "AAA" rated companies.

State and Federal Permits: Zambelli Fireworks will secure all necessary state, and federal permits / required licenses.

Transportation Liability Coverage: \$5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyrotechnicians will meet all of the requirements of the Workers Compensation Laws of California

Local Permits and Fire Protection: Customer will provide site security and make arrangements with the Authorities Having Jurisdiction.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 code will be strictly enforced.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/9/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton-Gallagher and Associates, Inc. 6240 SOM Center Rd Cleveland OH 44139	CONTACT NAME PHONE (A/C No. Ext): 440-248-4711 FAX (A/C No.): 440-544-1234 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Zambelli Fireworks Mfg. Co. PO Box 1463 New Castle PA 16103-1463	INSURER A: Lexington Ins Co 19437	
	INSURER B: Granite State Insurance Co. 23809	
	INSURER C: Colony National Insurance Co 34118	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2137732479 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY 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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDR. SUBR. INSR. Y/Y/D	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		1619391-04	2/1/2012	2/1/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY OWNED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA93486084	2/1/2012	2/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$		AR5461096	2/1/2012	2/1/2013	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER SAMPLE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



THIS IS TO CERTIFY THAT

Zambelli Fireworks Manufacturing Co., Inc.

IS A MEMBER IN GOOD STANDING

FOR THE YEAR 2013

As such, this firm is committed to the Association's mission to preserve, protect, and promote the American tradition of fireworks by encouraging safety in design & use of all types of fireworks and advocating reasonable regulation of the industry.

Stephen Vitale – APA President

Julie L. Heckman – APA Executive Director

Preserving and Promoting an American Tradition

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
11/14/2013	12/10/2013

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 potential or 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, Town Manager
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
11/14/2013	12/10/2013

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:
For purposes of conferring with Town Management Representatives regarding labor negotiations

STAFF COMMENTS/RECOMMENDATIONS:

BACKUP ATTACHED: YES NO

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

SPONSORED BY:

Susan Holecheck, Town Manager
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
11/14/2013	12/10/2013

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Consideration to approve Firefighters' Collective Bargaining Agreement

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 and the Firefighters' Union have been in negotiation for a new 3 year contract

STAFF COMMENTS/RECOMMENDATIONS:
Staff would recommend ratification.

BACKUP ATTACHED: YES NO

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

SPONSORED BY:

Susan Holecheck, Town Manager
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext.
Telephone Number

Collective Bargaining Agreement

Between the

Town of Pahrump

And

I.A.F.F. Local 4068

Effective July 1, 2013

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| **PREAMBLE**

| THIS AGREEMENT is entered into by and between the TOWN of PAHRUMP and the UNION. It is the purpose of this Agreement to achieve and maintain harmonious relations between the TOWN and the UNION; to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE 1 - RECOGNITION

Section 1:

The TOWN of PAHRUMP (hereinafter referred to as the "TOWN") recognizes the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 4068 (hereinafter referred to as the "UNION"), as the exclusive bargaining agent for all supervisory, non-supervisory, and emergency full-time support personnel engaged in Fire Operations (Suppression, prevention, Rescue, and HAZ Mat) and Emergency Medical Services in the Pahrump Valley Fire-Rescue Services Department

This recognition includes, but is not limited to, those classifications enumerated under Article 2.

It is understood that administrative positions are not included in these units.

ARTICLE 2 - CLASSIFICATION AND REPRESENTATION:

Section 1:

The TOWN and the UNION agree that the following classifications are represented by the UNION:

-----Fire Fighter/--Paramedic

-----Fire Fighter/EMT

Intermediate

Fire Fighter/EMT Basic

EMT Paramedic

-----EMT Intermediate

EMT Basic

Lieutenant (non-line) Training/ & Compliance
Coordinator ~~(position frozen FY2012)~~

Lieutenant

----- (non-line) Fire and
Life Safety Inspector

The UNION understands that the TOWN has not funded non-line positions and that the TOWN does not expect to fund non-line positions for the duration of this Agreement. In the event the TOWN elects to fund non-line positions, reference to such positions remains in this Agreement.

Section 2:

Additional job classifications shall be established as they become necessary.-- In the event the TOWN intends to create new job classifications that will be placed in the bargaining unit or wishes to amend the job requirements of an existing job classification within the bargaining unit, the TOWN will notify the UNION as to their proposed action and allow UNION input prior to their adoption.-- Where this action impacts wages7

areas or other ~~issues,~~topics subject to ~~negotiation~~mandatory
bargaining, the UNION has the right to negotiate such action.

~~The addition of Fire Fighter/EMT- Basic to the Union represented classifications was approved.~~

--

Signature _____ Title _____ Date _____

ARTICLE 3 - MANAGEMENT RIGHTS:

The Parties agree to adopt those management rights as constituted in NRS 288 as follows:

Section 1:

Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation include:

- (a) The right to hire, direct, assign or transfer an EMPLOYEE, but excluding the right to assign or transfer as a form of discipline.
- (b) The right to reduce in force or lay off any EMPLOYEE because of lack of work or lack of funds, subject to Paragraph (v) of Subsection 2 of NRS 288.150.
- (c) The right to determine:
 - (1) Appropriate staffing levels and work performance standards, except for safety considerations,
 - (2) The content of the workday, including without limitation workload factors, except for safety considerations,
 - (3) The quality and quantity of services to be offered to the public; and
 - (4) The means and methods of offering those services.

A full description of matters within and outside the scope of mandatory bargaining is found in NRS 288.150.

Section 2:

Notwithstanding the provisions of any collective bargaining Agreement negotiated pursuant to this chapter, a local government employer is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster or civil disorder.— Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency.— Any action taken under provisions of this subsection shall not be construed as a failure to negotiate in good faith.

Section 3:

The TOWN shall have the ultimate right and responsibility of the local government employer to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its EMPLOYEES.

Section 4:

The TOWN may, but is not expected to, negotiate matters which are outside the scope of mandatory bargaining, but it is not required to negotiate such matters.

ARTICLE 4 - SAFETY AND HEALTH:

Section 1:

It is the desire and goal of the TOWN and the UNION to maintain the highest standards of safety and health in order to eliminate, as much as possible, accident, death, injuries, and illness in the fire and emergency care service.

Section 2:

In order to address the mutual concerns of the parties on safety matters, the TOWN and UNION agree to form a Joint Labor-Management Safety Committee.- The parties agree this Committee shall meet the requirements of OSHA.- The Committee is hereby empowered and responsible for reviewing and making recommendations to the Fire Chief as concern the following matters:

- (a) Revising old and drafting new safety policies and procedures.
- (b) Consider the concerns of and recommend corrective action towards personnel safety inquiries, excluding disciplinary action.
- (c) Conduct an evaluation of protective clothing and equipment to determine whether they meet the National Fire Protection Association (NFPA) Standard NFPA, No. 1971-1975, "Protective Clothing for Structural Fire Fighting".- This shall include fire helmet with earflaps, chin strap, and face shield, turnout coat, turnout pants, suspenders, fire-fighting rubber boots, protective hood, flashlight and self-contained breathing apparatus (SCBA).- Develop a plan to replace items that do not meet the standard in this sub-section.
- (d) Investigate and make recommendations of all Firefighter injuries that result in time off of at least two (2) shifts.

Section 3:

The Committee shall be composed of ~~four~~ five (5) appointed members.- The Pahrump Fire Chief shall appoint ~~two~~ three (3) members, plus one (1) alternate on even numbered years. The Union President shall appoint ~~two~~ three (3) members, plus one (1) alternate on odd numbered years. The Chairperson shall serve a one (1) year term on a rotating basis between management and the UNION, selected from the ~~four~~ five (5) members.- The first Chairperson shall be determined by blind lot.

Section 4:

Safety is a primary goal and consensus is desired.- Final decisions on the recommendations to the Fire Chief shall be reached when a simple majority votes for or against is cast.- Either party may submit a recommendation to the Fire Chief.

Section 5:

The Committee shall meet on the first non-holiday work day of the quarter to conduct the business and as requested by any committee member to deal with imminent safety concerns.- Committee members will be given time-off without loss of pay to attend committee meetings.

Section 6:

Reasonable accommodation of work schedules shall be made by supervisors for Committee members to attend regularly scheduled meetings and complete committee assignments insofar as it does not have an adverse impact upon department operations.- Time

spent attending Committee meetings will be considered work performed.

|

Section 7:

The TOWN shall provide for physical examination, under the oversight of a physician, as set forth by the Nation Fire Protective Association (NFPA), the American National Standards Institute (ANSI) and the Nevada Revised Statutes (NRS) and Nevada Administrative Code, (NAC). ~~If an employee chooses to utilize their personal physician to perform such physical examination, the TOWN shall only pay an amount up to the amount negotiated by the TOWN with a licensed medical provider to pay for a physical examination for all fire department employees paid.~~ (NAC). All employees shall use the physician chosen by the TOWN. If an employee is found unfit for duty he or she may utilize a physician of their choice for a second opinion. The employee will utilize their insurance; however, the TOWN agrees to pay whatever costs the insurance does not cover. The employee is responsible for presenting the receipts to the TOWN. If the second opinion contradicts the TOWN physician's findings, the employee is entitled to a meeting with the Medical Director or their designee and is entitled to present any evidence or expert testimony they wish as well as UNION representation. The Medical Director or their designee shall make the final decision within fourteen (14) calendar days.

Section 8:

All new purchases of protective clothing shall meet or exceed National Fire Protection Association 1971, latest revision.

Section 9:

The TOWN shall comply with all standards, laws, regulations and ordinances relating to the fire department.

Section 10:

†

| Time for physical conditioning, of approximately one and one-fourth (1-1/4) hours per shift shall be permitted during a time and at a location that does not have an adverse impact upon departmental operations.

Section 11:

For the purposes of call-back to fill vacancies, a call-back list shall be developed by the ~~Union~~ UNION and the Fire Chief.

- (a) The list shall consist of all bargaining unit members who desire to be called back to fill vacancies in staffing. A rotation procedure will be incorporated into the list.
- (b) Recognizing issues of safety related to working consecutive or back to back shifts, no member shall work more than seventy-two (72) consecutive hours under normal circumstances without a minimum break of twelve (12) hours.
- (c) However, the TOWN may order any members back to work to supplement staffing for extraordinary circumstances that the call-back procedure cannot otherwise meet, such as large working fires, and to help ensure appropriate safety levels.
- (d) Vacancies shall be filled by calling back bargaining unit members. Members shall be called back from the list in a rotation procedure agreed to by the parties, until the list is exhausted.
- (e) In the event a member is working in excess of forty-eight (48) consecutive hours, that member shall be exempted from house duties during the additional call-back shift.
- (f) All call-backs made from the list shall be made within twelve (12) hours of the anticipated vacancy.

Section 12:

~~The Town and Union agree to spec. at least one (1) medic unit being ordered in FY2012 with a "Power Curney."~~

ARTICLE 5 - OFF-DUTY INJURIES:

Section 1:

An employee who is incapacitated due to non-service incurred accidents or illness shall be entitled to draw his/her full wage against sick leave, annual leave and/or Comp time to the extent available to cover the absence.-- If all above means have been exhausted the employee shall be able to receive donated hours from employees covered in this Agreement.-- If all of the above means have been exhausted the employee shall be granted a leave of absence without pay pursuant to the provisions of the Family & Medical Leave Act.

Section 2:

The TOWN agrees to abide by the provisions established in the Nevada Revised Statutes, Chapter 286.620 (Disability Retirement allowances), for all off-duty injuries.

ARTICLE 6 - PREVAILING RIGHTS:

Section 1:

Benefits, including present working conditions, previously enjoyed will not be diminished by any provision or failure of any provision of this Agreement, without the mutual consent of the parties.

Section 2:

There will be no change in any matter covered by this Agreement without the mutual consent of the parties.— Nothing in this Article shall abrogate or diminish the rights of the TOWN under Article 3, Management Rights.

Section 3:

There will be no change in any matter within the scope of representation without negotiations as required by NRS 288.

ARTICLE 7 - NON-DISCRIMINATION:

Section 1:

The TOWN and the UNION agree there shall be no discrimination against any employee because of race, age, creed, sex, sexual orientation, religion, political or personal reason or affiliation.

Section 2:

It is further agreed that the TOWN and UNION will comply with all applicable state laws, federal laws and executive orders pertaining to non-discrimination and equal employment opportunities.

Section 3:

The TOWN and the UNION agree that membership, non-membership, or lawful activities on behalf of the UNION shall not be used as the reason or cause for transfer, denial of any promotion, or denial of other terms and conditions of employment.

ARTICLE 8 - WORKERS COMPENSATIONS:

Section 1:

When an EMPLOYEE becomes eligible for total temporary disability payments under Nevada Workers' Compensation Law by means of an on-the-job accident, injury or illness, the TOWN shall continue to pay his/her normal salary for the remainder of the bi-weekly pay period during which he/she became eligible for such disability payments and for the next immediately succeeding two (2) bi-weekly pay periods.

Section 2:

After the end of the applicable time limit specified in Section 1 of this Article 8, the total temporary disability payments under Nevada Workers' Compensation Law for which the EMPLOYEE continues to be eligible shall be the total compensation received by the EMPLOYEE.-- Provided, however the EMPLOYEE eligible for such temporary total disability payments may use, in the following order; (a) sick leave, (b) annual leave and (c) compensatory time off in order to make up the one third of his/her normal salary not paid under Nevada Workers' Compensation Law by the total temporary disability payments he/she receives.

Section 3:

| For the period of time for which the EMPLOYEE receives total temporary disability payments from workers' compensation, and also receives full compensation from the TOWN without loss of accrued leaves, pursuant to Section 1 of this Article 8, the EMPLOYEE shall transfer the workers' compensation check to the TOWN, upon receipt. -- For the period of time for which the EMPLOYEE receives total temporary disability payments from workers' compensation, and also receives full compensation from the TOWN, and during which time the EMPLOYEE also uses accrued leaves, pursuant to Section 2 of this Article 8, the EMPLOYEE shall transfer the workers' compensation check to the TOWN, upon receipt.

ARTICLE 9 - SUBSISTENCE ALLOWANCE:

Section 1:

EMPLOYEES who are required to wear uniforms shall be provided with a jacket, ~~6~~ (six (6) T-shirts, one (1) polo shirt, three (3) class B Nomex shirts, four (4) Nomex pants, a belt and belt buckle, three (3) hats and a sweat shirt upon initial hire.

The Town agrees to ~~replace~~ provide, upon employee request, one (1) class B Nomex shirt and one (1) Nomex pants or two (2) Nomex pants as well as one (1) sweat shirt and three (3) hats annually. ~~—~~ The uniform allowance shall be ~~two one hundred and thirty (\$230) dollars (\$100.00)~~ annually for employees with greater than one (1) year of service with the Town paid on the first pay cycle in July.

The Town further agrees to provide one (1) new jacket and one (1) new belt upon request every five (5) years or when the item is no longer presentable, whichever comes first.

Section 2:

The TOWN agrees to reimburse EMPLOYEES for ~~watches and~~ eyeglasses that are damaged, lost or destroyed on the fire ground or while performing job-related duties to a maximum of One Hundred Dollars (\$100.00) for each incident, as certified by the Fire Chief. The Town will also replace damaged (to the point of being unserviceable), or grossly contaminated, uniforms for Employees if the damage or contamination occurred in the line of duty and certified by the Fire Chief.

Section 3:

The TOWN shall provide all personnel covered by this agreement with five (5) tee shirts and ~~one (1)~~ two (2) polo shirts every twelve (12) months. ~~The polo shirt will be ordered as soon as practical upon contract ratification.~~

Section 4:

The TOWN agrees to reimburse each EMPLOYEE, up to \$160.00 bi-annually, or \$80.00 annually for one (1) pair of work boots. Each employee shall be responsible to provide the TOWN with a sales receipt to be reimbursed for the purchase of their work boots. Reimbursement shall be processed promptly, but within, at the latest, two pay periods, following delivery of the sales receipt.

Section 5:

The TOWN shall be responsible for the cleaning of all uniforms contaminated by any material requiring decontamination.

Section 6:

The Town shall provide and maintain cooking and dining facilities at all PVFRS buildings staffed by members. This includes, but is not limited to a stove, refrigerator, running water, Restroom facilities with showers and a dining table and chairs.

Section 7:

The Town shall provide up to \$175.00 every two years to Firefighter/Paramedics for ACLS training/re-certification.

|

| +