

# PAHRUMP TOWN BOARD AGENDA

Harley Kulkin Chair	Bill Dolan Vice-Chair	Tom Waters Clerk	Robert Adams Member	Amy Riches Member
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## TOWN OF PAHRUMP MISSION STATEMENT

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

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

The Pahrump Town Board meets the second and fourth Tuesday of each month at in the Nye County Building, 2100 E. Walt Williams Drive. Agendas are available at the Town Office (400 Highway 160) on the Thursday prior to each Board meeting and are posted on the Town website at [www.pahrumpnv.org](http://www.pahrumpnv.org). Copies may also be requested from Stephanie Massimino at the Town office at (775) 727-5107. Please find a video of our Pahrump Town Board meetings at the following link - URL **Granicus Instructions:** [http://nyecounty.granicus.com/MediaPlayer.php?view\\_id=3&clip\\_id=330](http://nyecounty.granicus.com/MediaPlayer.php?view_id=3&clip_id=330)

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

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

## **SPECIAL NOTES:**

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

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

## **MEETING CONDUCT:**

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

**PAHRUMP TOWN BOARD MEETING  
NYE COUNTY CENTER  
2100 E. Walt Williams Drive  
TUESDAY – 6:00 P.M.  
April 8, 2014  
AGENDA**

- 1. Call to Order, Moment of Silence, and Pledge of Allegiance.**
- 2. Consideration** to Move the Order of or Deleting an Agenda Item(s).
- 3. Public Comment:** Action may not be taken upon matters considered during this item until specifically included on an agenda for action. – NRS241.020(2)(c)(3). (Non-Action Item).
- 4. Board and Staff Comments:** Action may not be taken upon matters considered during this item until specifically included on an agenda for action. NRS 241.020(2)(c )(3). (Non-Action Item).
- 5. Announcements** (Non-Action Item)
- 6. Consideration to adopt** Consent agenda items: (For Possible Action)
  - a. Action – Approval of Town Vouchers.
  - b. Action – Approval of Town Board meeting minutes for March 25, 2014.
  - c. Action – Approval of Retreat minutes March 19, 2014.
  - d. Action – Approval of Dina Williamson-Erdag, Marsha Goldstein and Karl Goldstein as members of the Events Advisory Board.
  - e. Action – Approval of Robin Podel to the Youth Advisory Board.
- 7. Advisory Board Reports** from Advisory Board Chairpersons and/or Town Board Liaisons on the Status of Advisory Boards. (Non-Action Item)
- 8. Presentation** MaryEllen Giampaoli regarding status of Last Chance Park (Non Action Item).
- 9. Presentation** by Susan Holecheck, Town Manager regarding community efforts (Non Action Item).
- 10. Presentation** by Pahrump Tourism Advisory Board to the Pahrump Chamber of Commerce for the 1<sup>st</sup> Annual Balloon Festival (Non Action Item).
- 11. Consideration** to approve Davis Amusement Contract for the Fall Festival (For Possible Action).
- 12. Consideration** to approve recommendation to Nye County regarding implementation of sales tax for budget year 2014-15. (For Possible Action).
- 13. Consideration** to approve contract for Movies in the Park (For Possible Action).
- 14. Closed Session(s).**

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

**15. Future Meetings/Workshops: Date, Time and Location:** Town Budget Sessions April 10-11, 2014, regular meeting April 22, 2014 (Non-Action Item)

**16. 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)

**17. Adjournment.**

A quorum of Advisory Board members may be present at any Town Board meeting but they will not take any formal action. *Any member of the public, who wishes to speak during public comment on any item, will be limited to three (03) minutes. Items may be taken out of order. Items may be combined. Items may be pulled or removed from the agenda at any time.* Any member of the public who is disabled and requires accommodations or assistance at this meeting is requested to notify the Pahrump Town Office in writing, or call 775-727-5107 prior to the meeting. Assisted listening devices are available at Town board meetings upon request. This notice and agenda has been posted on or before 9:00 a.m. on the third working day before the meeting at the following locations: PAHRUMP TOWN OFFICE, COMMUNITY CENTER, TOWN ANNEX, COUNTY COMPLEX, and CHAMBER OF COMMERCE

**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
3/24/2014	4/08/2014

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

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

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

BRIEF SUMMARY OF ITEM:

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STAFF COMMENTS/RECOMMENDATIONS:

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BACKUP ATTACHED:     YES                   NO

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

SPONSORED BY:

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

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



**AGENDA ITEM REQUEST**

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DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
3/24/2014	4/08/14

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

ITEM REQUESTED FOR CONSIDERATION:  
Town Board/Staff Comments

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

BRIEF SUMMARY OF ITEM:

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STAFF COMMENTS/RECOMMENDATIONS:

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BACKUP ATTACHED:     YES                       NO

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

SPONSORED BY:

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

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

**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
3/24/2014	4/08/2014

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

ITEM REQUESTED FOR CONSIDERATION:  
Announcements

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

BRIEF SUMMARY OF ITEM:  
See attached announcements.

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STAFF COMMENTS/RECOMMENDATIONS:

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BACKUP ATTACHED:        X YES                       NO

NAME OF PRESENTER(S) OF ITEM:    Pahrump Citizens, 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

# Announcements

April 8<sup>th</sup>, 2014

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

- Youth Advisory Board on April 9<sup>th</sup> at 2:30 pm
- Arena Advisory Board on April 10<sup>th</sup> at 7:00 pm
- Parks & Recreation Advisory Board on at April 16<sup>th</sup> 6:30 pm
- Veterans' Memorial Advisory Board on April 17<sup>th</sup> at 6:00 pm
- Nuclear Waste and Environmental Advisory Board on May 2<sup>nd</sup> at 11:00 am
- Community Center/Civic Center Advisory Board on May 2<sup>nd</sup> at 4:00 pm
- Public Lands Advisory Board on May 6<sup>th</sup> at 7:00 pm

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

- Tourism Advisory Board on May 8<sup>th</sup>, 2014 at 8:00 am.

- 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	DATE OF DESIRED BOARD MEETING
3/24/2014	4/8/2014

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

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

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

BRIEF SUMMARY OF ITEM:

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STAFF COMMENTS/RECOMMENDATIONS:

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BACKUP ATTACHED:     YES                   NO

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

SPONSORED BY:

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

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



**PAHRUMP TOWN BOARD MEETING  
NYE COUNTY CENTER  
2100 E. Walt Williams Drive  
TUESDAY – 5:00 P.M.  
March 25, 2014  
Minutes**

PRESENT:

Town Board:

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

Staff:

Susan Holecheck, Town Manager  
Tracy Difillippo, Legal Counsel  
Michael Sullivan, Finance Director  
Arlette Ledbetter, Tourism Director  
Scott Lewis, Fire Chief  
Stephanie Massimino, Executive Assistant  
Alexandra Crow, Business License Tech

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

*Mr. Harley Kulkin called the meeting to order.  
Dr. Waters led the moment of silence and pledge of allegiance.*

2. Consideration to Move the Order of or Deleting an Agenda Item(s).

*Mr. Dolan pulled item 6e for further discussion.*

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

*Public comment was heard.*

4. Board and Staff Comments: Action may not be taken upon matters considered during this item until specifically included on an agenda for action. NRS 241.020(2)(c)(3).

*Mr. Dolan stated the Nevada League of Cities thanked the Town for hosting them last month.*

*Mrs. Riches thanked everyone for their public comment. Mrs. Riches stated she was upset about incorporation statements and asked all citizens to please email her who was against incorporation, along with their name and why they were against incorporation.*

*Mr. Adams stated that in the Pahrump Life Magazine for this month's issue had some great articles in his opinion.*

*Dr. Waters thanked all of the citizens for their positive comments on the Town Board and Town Manager.*

*Mr. Kulkin stated he felt the county voting no on having a dispensary was wrong because it meant Pahrump would lose the possibility on taxes earned.*

*Ms. Holecheck wanted to thank the Town Board and stated that item 6c was about the fact that the Town Board did this job for free.*

*Mr. Chief Lewis stated that the check on the new engine went very well and everything was moving ahead and the engine was getting painted next week.*

**5. Announcements**

*Announcements were read by Dr. Waters.*

*Mr. John Pawlak announced April 5<sup>th</sup> and 6<sup>th</sup> there is a free medical screening at Bonanza High School.*

**6. Consideration to adopt Consent agenda items:**

- a. Action – Approval of Town Vouchers.
- b. Action – Approval of Town Board meeting minutes for March 11, 2014.
- c. Action – Approval of 100% increase in compensation to Pahrump Town Board members.
- d. Action – Approval of Resolution 2014-05 Events Advisory Board.
- e. Action – Approval of a Proclamation in recognition of National Service Day, April 1, 2014.
- f. Action – Approval of Walter Walker Hartley and Daniel McMenemy as a member and alternate (respectively) on the Veterans Memorial Board.

**Mr. Dolan motioned to approve consent agenda item 6a, 6b, 6c,6d, and 6f.**

**Mrs. Riches seconded.**

**Motion carried, 5-0.**

**Item 6d Discussion**

*Mr. Dolan asked why only certain groups had been singled out instead of all the wonderful groups in Pahrump.*

*Ms. Holecheck stated this was request by Stacey Smith and this Proclamation was normally signed by Mayors. This was in no way meant to single out any organization in the Town but rather was done at the request and input from Mrs. Smith.*

**Mr. Dolan motioned to approve consent agenda item 6e.**

**Mr. Adams seconded.**

**Motion carried, 5-0.**

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

*Mr. John Pawlak from NWEAB announced the Easter Day Picnic April 20<sup>th</sup> at Ian Deutch Park.*

*Ms. Arlette Ledbetter from the Tourism Advisory Board stated the reason the meeting had been moved to the 8<sup>th</sup> of May is because the Tourism Board will be at Rural Roundup. She also mentioned that the Tourism Department was getting ready to start apply for more grants.*

**8. Presentation by Rachael Roberts regarding renovations to Petrack Park Pool and possible action to provide year round amenity**

*Mrs. Racheal Roberts stated that she had been living here since last year and stated how much she loved it. She stated she also had a great experience at the Public Pool and thought everyone was wonderful and the only problem was the fact that the pool closes. She also stated that at any time she was available to the Town Board for questions and further discussion. She stated that a year-round pool would allow for more family activates. She also stated in order to have a pool year-round then a heater for the pool would be needed along with a cover, which would cost 64,000 to put in and then to power it electronically.*

*Mrs. Riches stated she would want to talk to another company regarding solar power. Mrs. Roberts stated the reason she recommended coil is because the solar was expensive and had a large foot print.*

*This item was tabled and staff was directed to schedule meetings with Mrs. Roberts and members of the board.*

**9. Presentation by Paul Fleming of Wecom Inc. and possible action to lease space on the Town Pahrump's Cell Tower to Wecom**

*Ms. Holecheck stated that Paul Fleming is from Wecom Inc. who was hired by Coz Communications to contact with the Town to help the medical facilities who contract with Cox Communications for the transmission data.*

*Mr. Paul Fleming stated that Wecom Inc. has been in business for 60 years and that their business was to build a carrier grade networks for smaller communities. They were helping Cox Communication with relationships currently in Pahrump. He stated that Cox had come to Wecom to build a network in Pahrump that would be equivalent to something seen in Las Vegas or other major metropolitan areas. He stated they would pay to use Pahrump cell tower to help create a better service for learning and rural development. He stated this relationship was also helpful to Pahrump because Pahrump and Wecom would be the only people involved in the development and long term use.*

*Dr. Waters asked if this interfered with anyone else.*

*Ms. Holecheck stated no this would not, and currently there was only one company using the Tower. She stated that she and the attorneys had also looked over the contract also.*

*Dr. Waters asked what the rent was paid.*

*Ms. Holecheck stated that the ranges were 55-75 a foot.*

*Mr. Fleming stated the foot measurement related to the diameter of the equipment.*

*Mr. Adams asked what if someone was interrupted.*

*Mr. Fleming stated not only would they face fines be faced by the FCC but also Wecom has a four hour response time to have someone out at the tower fixing any issues created.*

*Mrs. Riches asked if Cox already had the contracts and would they bringing cable network television to the citizens.*

*Mr. Fleming stated yes Cox already had business contracts but he would have no idea as about service to residents.*

*Mr. Dolan suggested renewal should be made 6 months in advance to the Town instead. He stated also that he was concerned about the company who currently works on the tower and would they need to be present to make sure nothing went wrong while construction was happening.*

*Ms. Holecheck stated no that company would not need to be present.*

*Mr. Dolan asked since this company would be adding what would our cost be on electrical and maintenance cost change.*

*Mr. Fleming stated that the basic change would be in the rent but averaged \$15 a month.*

*Mr. Dolan asked would the Town be added to insurance policy.*

*Mr. Fleming stated that all towers are cover under insurance and the Town would be covered and the policy started at 8 million.*

*Mr. Dolan asked since that building is small would this building be okay to fit all need.*

*Mr. Fleming stated that yes he had checked the building several times and also made recommendation to Mr. Luis about changes to the buildings to improve it.*

*Mr. Dolan confirmed that this would not impact the police.*

*Mr. Fleming stated no, it would not and hopefully someday they could also provide service to the sheriff's department.*

*Mr. Dolan stated that he would like to see the motion say this money went to a special fund to pay for community events and that this would not go to the general fund.*

*Ms. Difillippo stated that would not be allowed to be voted on tonight but could be added on as a line item later.*

*Mr. Kulkin asked about the 5 year agreement.*

*Mr. Fleming stated that no, after the first 5 years the Town can cancel agreement.*

*Ms. Holecheck stated that she had worked with legal and that the Town has the right to cancel and or revert the agreement to a month to month rental, she stated that also at any time the Town can cancel this contract with 60 days notice.*

**Mr. Adams motioned to lease space on the Town Pahrump's Cell Tower to Wecom subject to staff negotiations.**

**Mrs. Riches seconded.**

**Motioned carried, 5-0.**

**10. Consideration to approve the appointment of Butch Harper as the Pahrump Goodwill Ambassador**

*Mr. Dolan stated that since John Pawlak was also appointed the Town set up a policy to appoint other people to community works.*

**Dr .Waters motioned to approve to appoint Butch Harper as the Pahrump Goodwill Ambassador.**

**Mr. Adams seconded.**

**Motion carried, 5-0.**

**11. Consideration to approve change in Town Board meeting time from 5 p.m. to 6 p.m.**

*Dr. Waters stated that several people had asked to change the meeting to 6 p.m. so he was bringing it back for discussion.*

*Mrs. Riches stated that she did feel that people would have an easier time eating and getting to the meeting.*

**Mrs. Riches motioned to the change the meeting from 5 p.m. to 6 p.m.**

**Dr. Waters seconded.**

**Motion carried, 5-0.**

**12. Consideration to approve recommendation from PTAB to award RFQ 2013-05 to Braintrust Marketing and Communication and to direct staff to proceed with contract negotiations**

*Ms. Ledbetter stated this money had already been budgeted so the board did not need to worry about the money spent.*

*Mr. Dolan asked if the contract would signed by the Town Manager and Tourism Director. She stated that it meant Town Manager and the input would also include herself and the Town Manager.*

*Mr. Dolan asked about the scoring considering all groups were very close.*

*Ms. Ledbetter stated that Braintrust had the best presentation and understanding of Pahrump and that all groups did wonderfully and that Braintrust best appeal was that Pahrump had access to the partners.*

*Mr. Dolan asked why we were replacing the old company.*

*Ms. Ledbetter stated that the old company was amazing but this company would take Pahrump to the next level of advertisement.*

*Mr. Dolan stated about the “extras” being paid such as mileage, or phone call cost becoming an issue.*

*Mrs. Riches asked where the money was coming from.*

*Ms. Ledbetter confirmed this came directly from the Tourism fund.*

*Mrs. Riches asked does this affect item 15 at all.*

*Ms. Holecheck stated no that did not affect that.*

*Mr. Kulkin 6:58 pm*

*Ms. Ledbetter stated she was totally comfortable with this company.*

*Mr. Kulkin confirmed that this company would not be doing all marketing considering the board had assumed Ms. Ledbetter would be.*

*Ms. Ledbetter stated she would be working directly with everything including the marketing she was just partnering with them.*

*Michael Coldwell and Kurt Ouchida are the partner’s of Braintrust. Mr. Coldwell stated the marketing and ad processing is changing due to all the social media ways. He stated they created a group of experts in all form of advertising to benefit their clients such as Pahrump. This company also brought possibilities to organizations that may not have all the resources available to them that Braintrust would.*

**Mr. Adams motioned to approve item 12.**

**Mrs. Riches seconded.**

**Motioned carried, 5-0.**

**13. Consideration to approve Travel Policy for members of the Pahrump Town Board**

*Ms. Holecheck stated the board had direct staff to create the policy for the Town Board travel policies and she stated this new language would be helpful to the board.*

*Dr. Waters stated he felt this policy was fair and necessary. He asked about the Travel Authorization form regarding the cash advance option should be clarified more that they could also mark reimbursement as an option.*

*Ms. Holecheck stated there was no problem changing that.*

*Mr. Adams stated that where it says if meal is provided then no lunch would be covered by the Town.*

*Ms. Holecheck confirmed that.*

*Mrs. Riches stated she felt cash advance should be included in case during certain times of the month that money is tighter than normal and that option gives the board more room and also the receipt could be given as backup after.*

*Mr. Dolan stated under mileage it should stated following IRS reimbursed policy and under meals they will be following GSA guidelines. He also stated that it did not mention gratuity for the board and only staff.*

*Ms. Holecheck stated that the Town is aware that based on location cost prices can vary.*

*Mr. Adams stated that he would prefer like other government entities that all board members take the most cost friendly way, otherwise they cover their own expense.*

*Ms. Holecheck stated that for things like Rural Roundup this was common practice but if the board need she could add it.*

**Mr. Adams motioned to approve item 13 with changes stipulated.**

**Mr. Dolan seconded.**

**Motion carried, 5-0.**

Dr. Waters left after this item due to an early morning flight the next day.

**14. Consideration to approve renovation of Petrack Park basketball courts in an amount not to exceed \$25,000.00**

*Ms. Holecheck stated that the basketball courts needed to be resurfaced and that at least three quotes to be fair and Matt Luis had quoted at 20,000 but that she felt 25,000 was easier for a fair quote. She stated there is enough money to cover this and it is a no brainer.*

*Mrs. Riches stated that a previous meeting she saw people slip.*

*Mr. Dolan stated that since it has been said on the recorded that it is unsafe it needs to be closed down.*

**Mr. Adams motioned to approve renovation of Petrack Park basketball courts in an amount not to exceed \$25,000.**

**Mr. Dolan seconded.**

**Motioned carried, 4-0.**

- 15. Consideration to approve the implementation of a new Board policy that directs staff to manage all media purchases and/or advertisement on behalf of the Town of Pahrump.**

*Mr. Dolan asked if they would do media buys in conjunction with Tourism or separate.  
Ms. Holecheck stated this would separate.*

*Mr. Kulkin stated he would hope this would mean that money outside of Tourism would be watched by staff.*

**Mr. Dolan motioned to approve Staff item 15.**

**Mrs. Riches second.**

**Motion carried, 4-0.**

- 16. Closed Session(s).**

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

*No Closed Session.*

- 17. Future Meetings/Workshops: Date, Time and Location: Regular Town Board Meeting April 8, 2014**

*April 10<sup>th</sup> and 11<sup>th</sup> the budget meetings will start at 10 am and April the 8<sup>th</sup> is for the Town Board regular meeting.*

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

*Public comment was heard.*

- 19. Adjournment.**

*Meeting adjourned at 8:09pm.*

**AGENDA ITEM REQUEST**

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DATE AGENDA ITEM SUBMITTED  
3/24/2014

DATE OF DESIRED BOARD MEETING  
4/8/2014

CIRCLE ONE: Action Item      Non-Action Item      Presentation

ITEM REQUESTED FOR CONSIDERATION:

Approval of Town Board Retreat minutes for March 19, 2014 (Consent Agenda Item C).

*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 minutes

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 RETREAT**  
**Bob Ruud Community Center**  
**Wednesday- 12:00pm**  
**March 19, 2014**  
**Minutes**

*PRESENT:*

*Town Board:*

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

*Staff:*

*Susan Holecheck, Town Manager*  
*Michael Sullivan, Finance Director*  
*Scott Lewis, Fire Chief*  
*Matt Luis, Buildings & Grounds Manager*  
*Arlette Ledbetter, Tourism Director*  
*Stephanie Massimino, Executive Assistant*

*ABSENT:*

*Town Board:*

*Amy Riches*

12:30 noon    Opening of Retreat/Pledge of Allegiance

*Ms. Holecheck called the meeting to order.*  
*Dr. Waters led the Moment of Silence and Pledge of Allegiance.*

12:35 pm    Public Comment

*No Public Comments were made.*

12:45 pm    Presentation by Wayne Carlson POOL/PACT

*Mr. Wayne Carlson from Pool/Pact gave a presentation regarding Board and Staff responsibilities.*

1:30 pm    Strategic Planning

Review and Discussion of 5 year strategic plan  
Review and Discussion of Economic Development plan

*Ms. Holecheck led the discussion of Pahrump's Vision and Mission statement.*  
*The board, staff and public discussed their ideas and goals for Pahrump's future in the next five years and future.*

3:55 pm      Public Comment

*Public comment was heard.*

4:00 pm      Adjournment

*Meeting adjourned at 3:32 pm.*

**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

<u>DATE AGENDA ITEM SUBMITTED</u> 3/24/2014	<u>DATE OF DESIRED BOARD MEETING</u> 4/08/14
--	---

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

ITEM REQUESTED FOR CONSIDERATION:  
Consideration to approve Dina Williamson-Erdag, Marsha Goldstein and Karl Goldstein as members of the Events 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:  
Mrs. Erdag, Mrs. Goldstein and Mr. Goldstein have submitted their applications for the newly created Events Advisory Board.

STAFF COMMENTS/RECOMMENDATIONS:  
Staff would recommend approval.

BACKUP ATTACHED:         YES             NO

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

SPONSORED BY:

<u>Susan Holecheck, Town Manager</u> Print Name	 Signature
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<u>400 N. Hwy 160</u> Mailing Address	<u>(775) 727-5107 ext.</u> Telephone Number
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**PLEASE READ BACK OF APPLICATION BEFORE COMPLETING**

*Town Advisory Board (TAB) Application*

Name of Board: Events

Applicant Name: Dina Williamson - Erdag

Home Address: [REDACTED] City: Pahrump Zip: [REDACTED]

Mailing Address: same City: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: [REDACTED] Unlisted? Yes  No  Fax: \_\_\_\_\_

Cell #: [REDACTED] Work #: N/A

E-Mail Address: [REDACTED]

Please provide a brief description of your qualifications, experience, or interests that would be considered an asset to this Advisory Board:

*see attached*

Are you currently employed by a public entity? Yes  No  If yes, which entity? \_\_\_\_\_

I have attached my resume/letter of interest: Yes  No

*I certify that I am a QUALIFIED ELECTOR, that my primary RESIDENCE is WITHIN THE BOUNDARIES of the Town Advisory Board area to which I am applying, and that the information provided is true and accurate to the best of my knowledge.*

Dina Williamson - Erdag 3-14-14  
Signature Date

**The Pahrump Town Manager will receive and have all applications placed on the Pahrump Town Board's Agenda. You may mail or deliver this application to the Pahrump Town Manager's Office, Pahrump Town Office at the following address:**

**Pahrump Town Manager  
400 North Highway 160  
Pahrump, Nevada 89060**

*(This document becomes a public record once it has been received by the Town of Pahrump.)*

**PLEASE READ BACK OF APPLICATION BEFORE COMPLETING**

**Town Advisory Board (TAB) Application**

Name of Board: Events Board

Applicant Name: Marsha Goldstein & Karl Goldstein

Home Address: [REDACTED] City: Pahrump Zip: [REDACTED]

Mailing Address: [REDACTED] City: Pahrump Zip: [REDACTED]

Home Phone: [REDACTED] Cell #: [REDACTED]

Work # [REDACTED] Preferred # for Public Use: [REDACTED]

E-Mail Address: [REDACTED] @gmail.com

Please provide a brief description of your qualifications, experience, or interests that would be considered an asset to this Advisory Board: We have lived in Pahrump for 16 years. We would like to see the town grow & prosper. We believe bringing events to town would accomplish this. Karl has been a businessman since 1972. We have both been active members of VEA for four years.

Are you currently employed by a public entity? Yes  No  If yes, which entity? \_\_\_\_\_

I have attached my resume/letter of interest: Yes  No

*I certify that I am a QUALIFIED ELECTOR, that my primary RESIDENCE is WITHIN THE BOUNDARIES of the Town Advisory Board area to which I am applying, and that the information provided is true and accurate to the best of my knowledge.*

Karl Goldstein / Marsha Goldstein 3/24/14  
Signature Date

The Pahrump Town Manager will receive and have all applications placed on the Pahrump Town Board's Agenda. You may mail or deliver this application to the Pahrump Town Manager's Office, Pahrump Town Office at the following address:

**Pahrump Town Manager  
400 North Highway 160  
Pahrump, Nevada 89060**

*(This document becomes a public record once it has been received by the Town of Pahrump.)*

**Marsha & Karl Goldstein**

**We would like to be on the Events Advisory Board as a team, as we work very well together. We also work well with other people and respect their viewpoints even if they might be different than ours.**

**As a therapist for 24 years, I have dealt with many different kinds of personalities with positive results. As with Karl, a businessman for 42 years, he has built his business through compromise and negotiation. We believe our combined skills would very much be an asset to the Events Advisory Board.**

**Our only agenda is to see Pahrump reach its potential.**

## AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED 3/24/2014	DATE OF DESIRED BOARD MEETING 4/08/14
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**CIRCLE ONE:**      Action Item              Non-Action Item            Presentation

**ITEM REQUESTED FOR CONSIDERATION:**

Consideration to approve Robin Podel to the Youth Advisory Board.  
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. Podel has submitted her application to the YAB and the Board concurs.

**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

**PLEASE READ BACK OF APPLICATION BEFORE COMPLETING**

*Town Youth Advisory Board (TAB) Application*

Name of Board: Youth Advisory Board

Applicant Name: Robin Padel

Home Address: [REDACTED] City: Pahrump Zip: [REDACTED]

Mailing Address: Same ↑ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: [REDACTED] Unlisted? Yes  Fax: \_\_\_\_\_

Cell Phone: [REDACTED] Work #: [REDACTED]

E-Mail Address: [REDACTED]

Signature of Parent of Guardian for Consent: [Signature]

Please provide a brief description of your qualifications, experience, or interests that would be considered an asset to this Advisory Board:

JMOTC/GSSEF/Key Club

Are you currently employed by a public entity? Yes  No  If yes, which entity? \_\_\_\_\_

I have attached my resume/letter of interest: Yes  No

*I certify that I am between 14 to 19 years of age, that my primary RESIDENCE is WITHIN THE BOUNDARIES of the Town Pahrump to which I am applying, and that the information provided is true and accurate to the best of my knowledge.*

[Signature]  
Signature

1-9-14  
Date

**The Pahrump Town Manager will receive and have all applications placed on the Pahrump Town Board's Agenda. You may mail or deliver this application to the Pahrump Town Manager's Office, Pahrump Town Office at the following address:**

**Pahrump Town Manager  
400 North Highway 160  
Pahrump, Nevada 89060**

**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
3/24/2014	4/08/14

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

ITEM REQUESTED FOR CONSIDERATION:  
Advisory Board Reports

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

BRIEF SUMMARY OF ITEM:

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STAFF COMMENTS/RECOMMENDATIONS:

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BACKUP ATTACHED:     YES                       NO

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

SPONSORED BY:

<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. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

<u>DATE AGENDA ITEM SUBMITTED</u> 3/24/2014	<u>DATE OF DESIRED BOARD MEETING</u> 4/8/2014
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**CIRCLE ONE:**    Action Item                      Non-Action Item                      Presentation

ITEM REQUESTED FOR CONSIDERATION:  
Presentation by MaryEllen Giampaoli regarding status of Last Chance Park.

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

BRIEF SUMMARY OF ITEM:  
Last Chance Park has been an a planned equestrian area for a considerable period of time. Ms. Giampaoli will provide a better understand the current needs, changes that have occurred and BLM's current position

STAFF COMMENTS/RECOMMENDATIONS:

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BACKUP ATTACHED:     YES                       NO

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

SPONSORED BY:

Susan Holecheck, Town Manager  
Print Name

  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107 ext.  
Telephone Number

**Status Report: Last Chance Park  
Recreation & Public Purpose Act  
Application NVN-088077  
Pahrump Town Board Meeting**

**April 8, 2014**

**Presented by:**

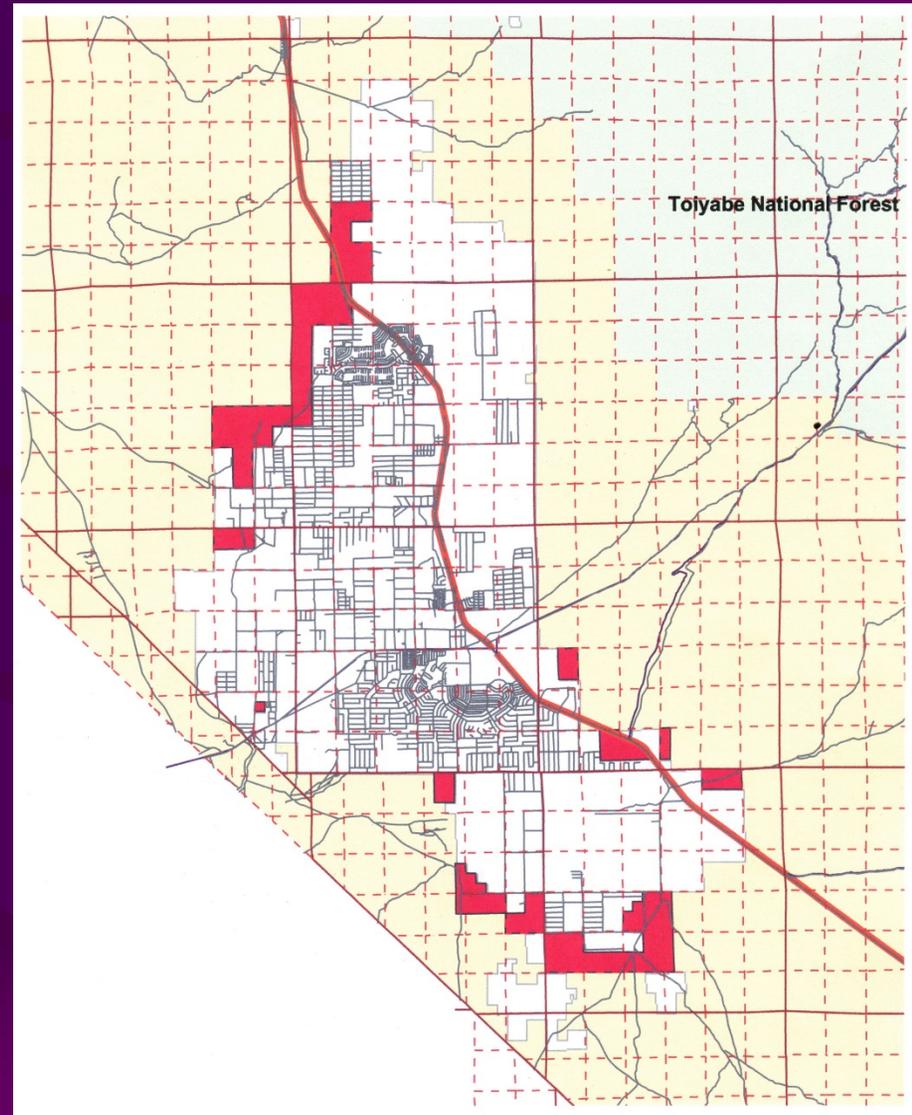
***MaryEllen C. Giampaoli  
Environmental Compliance Specialist***

# Presentation Overview

- ✓ Background and History of the Last Chance Park
- ✓ Timeline of Actions
- ✓ Current Application
- ✓ Application Status at BLM
- ✓ Challenges of the Current Development Plan
- ✓ Other Opportunities

# History and Background

Project Origin: BLM Las Vegas Office issues Resource Management Plan and ROD. Designates several thousand acres on the Last Chance Mountain Range for disposal. Community neighbors organize to stop illegal dumping, wood-cutting, shooting. Contact Town Manager, Parks and Rec, and BLM to scope park. Plan created for volunteer-based efforts to acquire services and materials to complete hardened park infrastructure (pit toilets, picnic tables, way-point signs, parking lot).



# Timeline

2004 Initial Citizen's Interest/Inquiries to Town Manager, BLM.

08/2005 Town of Pahrump submits R&PP application to BLM for lease/patent of 1,520 acres of disposal land in Last Chance Range for park for equestrian, hiking, and picnic uses. Application received by BLM, Case File NVN-080659.

12/2008 - 08/2009 Town creates sponsoring committee for development of a design/construction charrette. Town holds public meetings in advance of charrette, held May 2009. Design Charrette Report delivered to Town.

12/2009 Town submits new application to BLM to lease three 10-acre parcels for LCP. Application received BLM, Case File NVN-088077.

05/2010 Town requests removal of sites #2 and #3 from NVN-088077. Total request Last Chance Park application includes one 10-acre parcel on Bell Vista Avenue.

08/2013 - 10/2013 Town of Pahrump withdraws original R&PP lease application NVN-080659. BLM closes case file.

12/2013 - Town submits revised Development Plan for Bell Vista site to BLM.

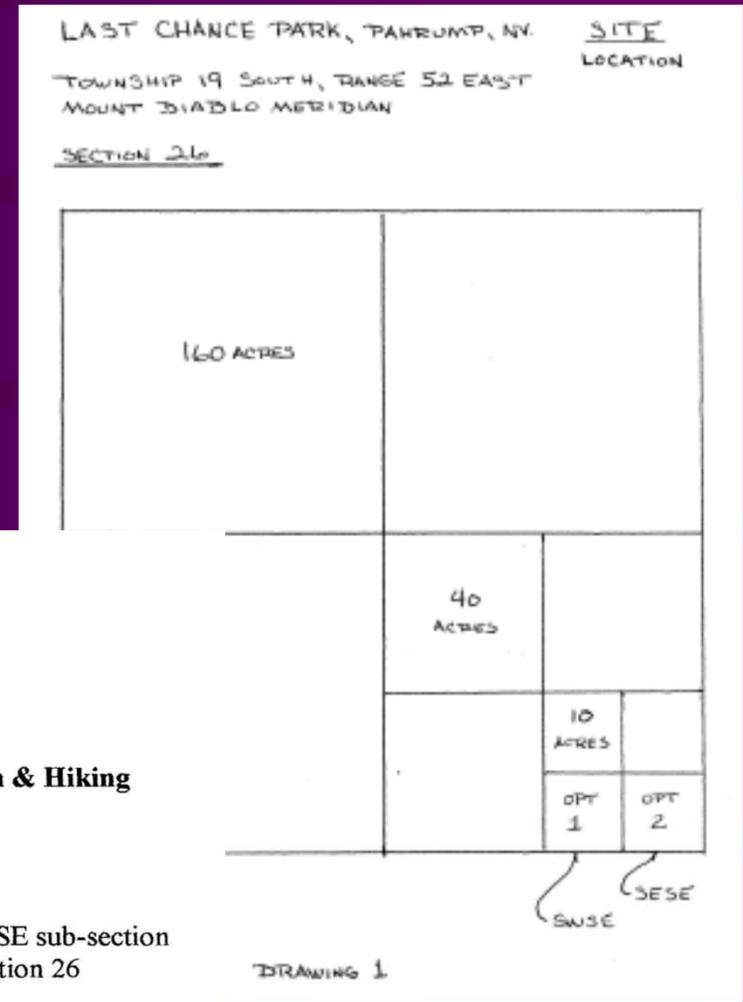
# Current Application

**Current application: NVN-088077**

Bell Vista Avenue Site 10 acres

Option 2: SESE, T19S, R52E,  
Section 26

Option 1: SWSE is not included in  
BLM Case File



**TOWN OF PAHRUMP  
RECREATION AND PUBLIC PURPOSE ACT  
LAST CHANCE PARK**

REVISION 2013/11/18

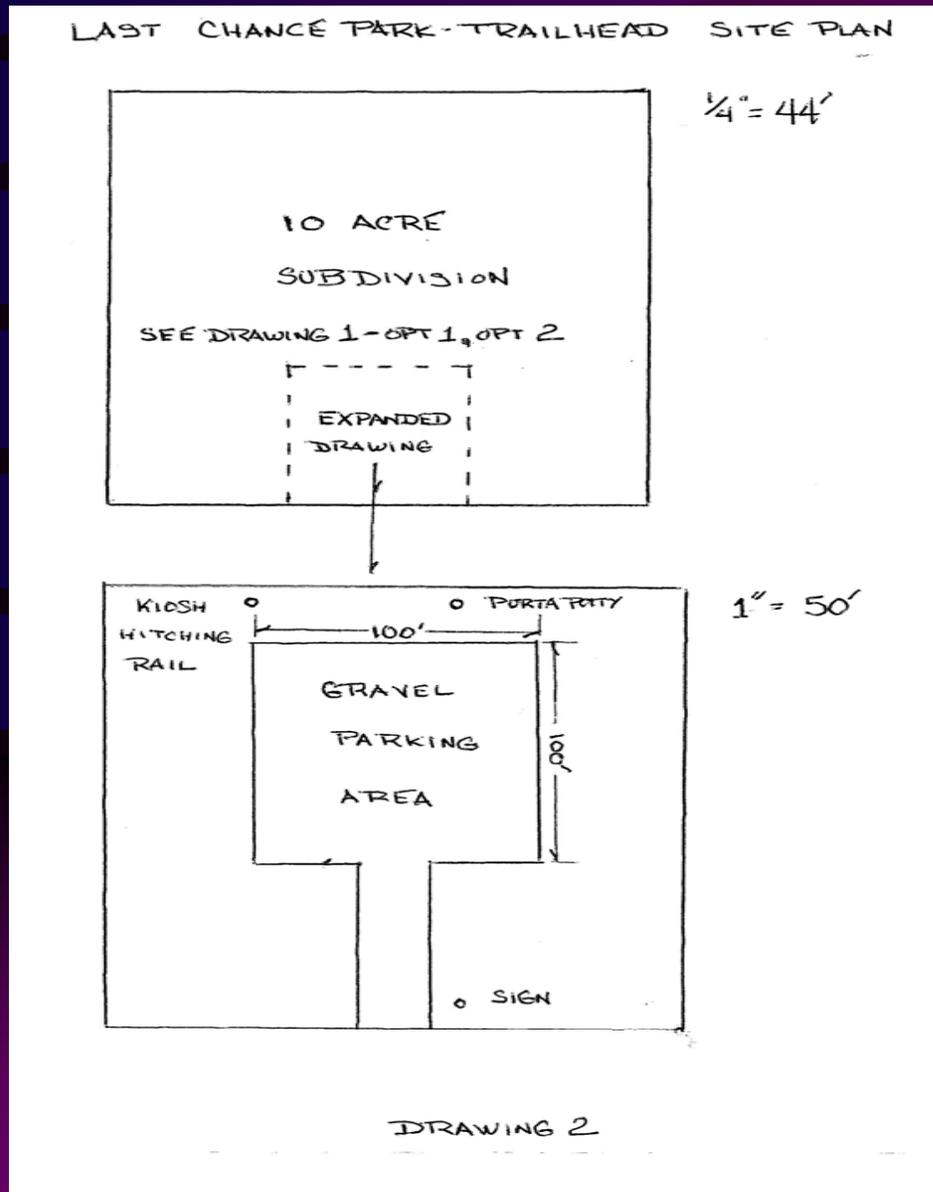
**ITEM 2 Table: Legal description of proposed LAST CHANCE PARK, Equestrian & Hiking  
Park & Trail Head.**

OPTIONS	TOWNSHIP	RANGE	SECTION	PARTS
Option 1 T19S	T19S	R52E	26	SWSE (10 acres) of SE sub-section of SE section of Section 26
Option 2 T19S	T19S	R52E	26	SESE (10 acres) of SE sub-section of SE section of Section 26

USE: Equestrian and hiking.

Item 3a: Application is made for R&PP lease of 10 acres to be developed into Trail Head gateways.

# Current Application



## Revised Development Plan

- Hitching Rail
- Gravel Parking Lot
- Porta-Potty
- Kiosk
- Park Sign

# Application Status at BLM

## Steps to be completed by Town and BLM.

- ✓ BLM received 12/2013 amendment but has not reviewed it.
- ✓ BLM wants preliminary Environmental Assessment (EA) that describes the project, and can be used by the BLM's Resource Specialists to determine its potential environmental impacts to various natural resources.
- ✓ BLM staff will review and comment on the preliminary EA, and request additional information if needed.
- ✓ When the EA is complete, BLM will establish the level of impacts, and may issue a Finding of No Significant Impact (FONSI), and a decision to offer the Town a lease for the Last Chance Park.

# Application Status at BLM

## Steps to be completed ... continued

- ✓ BLM publishes A Notice of Realty Action in local newspapers.
- ✓ Upon required payments (rental, desert tortoise impacts) BLM may offer the lease to the Town.
- ✓ The Town has five years to complete Park development in accordance with the plan filed with BLM.
- ✓ If the land is designated by BLM for disposal, the Town may request patent.
- ✓ The land is designated for disposal in the 1998 Resource Management Plan, which is currently under revision by BLM.

# Development Plan Challenges

## **Compliance with Federal and State Laws, and Nye County Ordinance**

- State Historic Preservation Officer has not completed final “regional context” review of the Last Chance Park Proposal. Other mitigation measures could be required.
- State and County sanitation laws do not allow temporary sanitation at permanent facilities; “porta-potties” may be used only temporarily during construction or special events.
- Parking lot design is not compliant with Nye County Dust Control Ordinance. Parking lot sections of the Ordinance were required by NDEP and EPA to meet attainment goals.

# Other Opportunities

## **BLM is in process of revising Southern Nevada Resource Management Plan**

- Will likely remove Last Chance Mountain Range and surrounding 1500+ acres from disposal
- Town may identify other lands that may be better suited to establishing equestrian trail heads

Photo courtesy of Gina B. Good,  
Pahrump Valley Times







**AGENDA ITEM REQUEST**

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<u>DATE AGENDA ITEM SUBMITTED</u> 3/24/2014	<u>DATE OF DESIRED BOARD MEETING</u> 4/08/14
--	---

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

**ITEM REQUESTED FOR CONSIDERATION:**

Consideration to approve Davis Amusement Contract for the Fall Festival

*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 believes that contractual agreements are beneficial. Staff has worked with Davis Amusement to create revised working relationship agreement.

**STAFF COMMENTS/RECOMMENDATIONS:**

Staff recommends 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

DAVIS AMUSEMENT CASCADIA, INC.  
P.O. Box 3310  
Pahrump, NV 89041

AMUSEMENT CONTRACT

THIS AGREEMENT to provide amusement rides and/or concessions (hereinafter the "Agreement") is made this \_\_\_ day of March 2014, between the Town of Pahrump (hereinafter "Town") and Davis Amusement Cascadia, Inc. (hereinafter "Carnival Operator").

The purpose of this Agreement is for Carnival Operator to provide rides, games and food (as specified herein) for the Pahrump Fall Festival (hereinafter the "Event").

NOW THEREFORE, in consideration of the monies received pursuant to this Agreement and the mutual covenants described, Town and Carnival Operator agree as follows:

Section 1. Premises. Town hereby grants to Carnival Operator the right to use Petrack Park, 400 Highway 160, Pahrump, NV (hereinafter the "Premises") located in the Town of Pahrump for a period of seven (7) days.

Section 2. Term. The term of this Agreement shall begin September 25, 2014 and end on September 28, 2014. The daily hours of operation may vary from day to day and will be set by the Town.

2.1 For purposes of pre-event move-in. Carnival Operators' use of the aforementioned premises shall commence on Monday, September 22, 2014 at 12 Noon.

2.2 For purposes of the Event. Carnival Operators' use of the premises shall commence on September 25, 2014 at 9 a.m.

2.3 Use of the premises shall terminate on September 28, 2014 at 10 p.m.

2.4 For purposes of move-out, Carnival Operators' use of the Premises shall end on September 29, 2014 at 9 p.m.

2.5 Move in and Move out must take place during the designated times stipulated in this Agreement.

Section 3. Amusement Rides and Concessions. Carnival Operator hereby agrees to furnish the following amusement rides and/or concessions: See Exhibit A.

Carnival Operator may not furnish any other rides or concessions without the prior written consent of the Town.

Section 4. Carnival Operator Representative. At all times Carnival Operator or any of Carnival Operators personnel are present on the Premises, there shall also be present a representative of the

Carnival Operator who shall be responsible for Carnival Operators operations under this Agreement and the conduct of its personnel.

Section 5. Shows. Absolutely no shows of any type shall be permitted unless specifically approved by the Town in writing.

Section 6. Responsibilities of the Town. In addition to those covenants, stipulations, and representations made in this agreement, it is agreed by and between the parties that the Town will provide access to potable drinking water, adequate toilets and a garbage dumpster at no cost to Carnival Operator. Provision of these services will commence at the time of the anticipated move in (September 22, 2014) and will conclude at the time of move out (September 29, 2014).

Additionally, the Town agrees to supply and furnish security during the Event hours, as well as from midnight until 7 a.m. on Wednesday, Thursday, Friday and Saturday nights at no cost to Carnival Operator.

Section 7. Proceeds Derived from the Event. In consideration of this Agreement, Carnival Operator agrees to pay to the Town as follows:

Twenty-five percent (25%) of the adjusted gross proceeds received from the onsite sale of admission tickets to the various rides and shows.

The parties agree that the advance tickets and money are to be accounted for in Carnival Operators' office prior to the opening of the first day of the Event. All percent calculations are to be figured after all federal, state and/or county taxes.

Thirty percent (30%) of the adjusted gross proceeds of all advance sale tickets sold by the Town. It is agreed that Carnival Operator will provide a minimum of 3000 advance tickets to the Town.

\$50.00 per game concession operated by Carnival Operator within the Premises.

\$75.00 per food concession operated by Carnival Operator. It is agreed, however, that the Town grants to Carnival Operator the exclusive right to sell cotton candy, candy and caramel apples at the Event.

Carnival Operator agrees that at the conclusion of the Event (or by October 15, 2014), \$5,000.00 will be remitted to the Town as a contribution towards the cost of water, toilets, garbage, security, and advertisement for the Event.

Section 8. No Interest In Property. Carnival Operators use of the Premises shall not constitute a tenancy of any kind, and this Agreement is not a lease. The parties further agree that Carnival Operators rights hereunder shall not be construed as an easement, or any other interest in real property.

Section 7. Operator of Amusement Rides and Concessions. During the term of this Agreement, Carnival Operator shall erect and operate the aforementioned amusement rides and concessions. Carnival Operator will operate such rides as are provided for this Agreement on a daily basis for the period as set by the Town.

Section 9. Status of Name, Address, and Guaranty. The Carnival Operator represents and warrants that the legal name as contained in this Agreement along with all other information in this Agreement is accurate and correct in all respects and makes this warranty as of the date of this Agreement and continuing through its duration. Carnival Operator further represents and warrants that the representative who has signed the Agreement has full, complete and absolutely authority to bind the Carnival Operator. If the Carnival Operator is a corporation, it warrants and represents that it is in good standing and active and, if it is not a Nevada corporation, it warrants and represents that it is authorized to do business in the State of Nevada. Any change in the Carnival Operators legal name, fictitious or trade name, address, or telephone number shall be forwarded to the Town as provided in the notice provision of this Agreement, in writing, within three (3) days after the change.

Section 10. Condition of the Premises. Carnival Operator agrees to quit and surrender the Premises and all equipment therein to the Town at the end of the term of this Agreement in the same condition as the date of the commencement of this Agreement, ordinary use and wear thereof only excepted.

10.1 Damage to Premises. Carnival Operator agrees to not injure, nor mar, nor in any manner deface Premises or any equipment contained therein, and to not cause or permit anything to be done whereby Premises or equipment therein shall be in any manner injured, marred or defaced. The Carnival Operator hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises or to any portion of said building by the consent of the said Carnival Operator or by or with the consent of any person acting for or in behalf of said Carnival Operator.

10.2 Removal of Amusement Rides and/or Concessions. Carnival Operator shall furnish at its own expense all personnel required to erect, operate, dismantle and remove all amusement rides and concessions and other equipment on the Premises.

Section 11. Ride Operators. Carnival Operator agrees to furnish competent, qualified ride operators on each ride.

Section 12. Rules and Regulations. Carnival Operator agrees to abide by and conform to all rules and regulations from time to time accepted or prescribed by the Town, for the governance and management of the Premises. The Town shall notify Carnival Operator of any rules and/or changes to the rules and regulations prior to the Event. Carnival Operator will be allowed a sufficient amount of time to conform to the rules.

Section 13. Alcoholic Beverages. Carnival Operator agrees to not cause or allow alcoholic beverages of any kind to be sold, given away, or used upon Premises except after obtaining the express written consent of the Town. In such event, Carnival Operator shall possess the necessary liquor license and permit.

Section 14. Ordinances and Statutes. Carnival Operator shall comply and shall require its employees to comply with all laws, ordinances and regulations adopted or established by Federal, State or local governmental agencies or bodies, with the terms of this Agreement, all relevant health and fire codes and all trademark, copyright and other intellectual property laws. Carnival Operator agrees that at all times it will conduct its activities with full regard for public safety. Carnival Operator also shall not use, store or permit to be used or stored in or on any part of Premises covered by this Agreement any

substance or item prohibited by law, ordinance, or standard policies of fire insurance companies operating or insuring in the State of Nevada.

Section 15. Licenses and Permits. It shall be the full and sole responsibility of Carnival Operator to obtain and pay for all Federal, State, County and other licenses, permits and inspections that may be required to operate their amusement rides and/or concessions and, furthermore, Carnival Operator shall provide proof to the Town that all appropriate licenses, permits and inspections have been obtained. The Town agrees to cooperate in obtaining necessary licenses and permits.

Section 16. Liability/Indemnification of the Town. It is expressly understood and agreed by and between the parties hereto that in no case shall the Town be liable to the Carnival Operator, or any other person or persons, for any injury, loss and/or damage to any person or property on the Premises or on the amusement rides provided by the Carnival Operator or by virtue of any act, error, or omission of Carnival Operator, whether same is caused by or results from the carelessness, negligence, or improper conduct of the Carnival Operator, its agents or employees or otherwise, said Carnival Operator hereby taking all risk and indemnifying the Town for any such damage or injury. Carnival Operator agrees to hold the Town harmless from any claims or damages, caused by the act, error, or omission of Carnival Operator, its agents, employees, assigns, invitees or otherwise regardless of whether the claim for damages arises out of an occurrence occurring before, during, or after the time set forth in this Agreement for providing amusement rides and/or concessions. This provision shall survive the termination of the Agreement.

Section 17. Independence of Carnival Operator. It is expressly understood and agreed by and between the parties hereto that Carnival Operator is not owned, operated, or sponsored, affiliated or otherwise under the direction or control of the Town. The Town has no authority or control over any aspect of Carnival Operators' operations, except as provided in this Agreement. Carnival Operator is an entity entirely independent of the Town related only by the independent contractual terms of this Agreement.

Section 18. Insurance. The Carnival Operator, at its cost, shall provide the following forms of insurance: Commercial General Liability including coverage for Bodily Injury; Property Damage; Contractual Liability; and Personal Injury – encompassing libel, slander, false arrest, malicious prosecution, wrongful entry or eviction, advertisers' liability, including violation of Trademark or copyright and discrimination.

In the event that any liquor is being sold, the policy shall include liquor liability coverage. If liquor is provided at no charge, the policy shall include host liquor liability coverage.

Such policy will contain the provision that the Town is an additional insured and that coverage provided herewith shall be primary cover any other insurance or self-insurance program available to the Town for any liabilities arising in connection with this Agreement.

The minimum limits acceptable for General Liability are \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

In addition, the Carnival Operator shall have an Automobile Insurance policy providing coverage of not less than \$1,000,000 combined single limit for bodily injury and property damage for at least all owned, non-owned and hired vehicles.

Carnival Operator shall also have statutory workers' compensation insurance as well as employers' liability with limits of no less than \$500,000 per occurrence and shall indemnify and hold harmless the Town for any and all claims arising from the Carnival Operators' employees.

Section 18. Cancellation. The Town reserves the unilateral right to cancel this Agreement for the public good in the Event of an act of God, inclement weather, natural disaster, bomb or threat or for other reasons as determinate in the sole and arbitrary opinion of the Town, or in the event of any request by any federal, state or county agency for use of the Premises under such circumstances, it being understood and agreed by Carnival Operator that its rights hereunder are subordinate and inferior to the right of use by any federal, state or county agency or department. Should the Town exercise its rights to cancel this license, Carnival Operator agrees to forego any and all claims for damages against the Carnival Operator and further agrees to waive any and all rights which might arise by reason of the terms of this License and the Carnival Operator shall have no recourse of any kind against the Town. In the event that the Town cancels the Event, Town will be responsible for returning advance ticket sales monies to the customers.

Section 19. Default. If Carnival Operator fails to abide by and perform all covenants, stipulations and conditions of this Agreement, Town may, at its option, immediately terminate and end this Agreement and the license hereby granted, and all rights and interest of the Carnival Operator thereunder.

Section 20. Termination. Town reserves the right to cancel this Agreement at any time without cause upon sixty (90) days advance notice or immediately if for cause as determined by the Town in its sole discretion.

Section 21. Notices. Any notice which either party may or is required to give, shall be given in writing and shall be given by mailing the same, postage prepaid, to the Town at the address shown below or Carnival Operator at the address shown below, or at such other place as may be designated by the parties from time to time.

Town: Town of Pahrump  
400 Highway 400  
Pahrump, NV 89048

Carnival Operator: Davis Amusement Cascadia, Inc.  
P.O. Box 3310  
Pahrump, NV 89041

Section 22. Venue. The venue of any legal proceeding brought in connection with this Agreement shall be Nye County, Nevada.

Section 23. Applicable Law. This agreement shall be governed, interpreted, construed and enforced in accordance with the laws of Nevada and no other.

Section 24. Attorneys Fees. In the event it becomes necessary for any party hereto to institute litigation in order to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to all costs incurred therein, including reasonable attorneys fees.

Section 25. Paragraph Headings. The paragraph headings used in this Agreement are for convenience only, and shall not be used in interpreting or construing any provision of this Agreement.

Section 26. Entire Agreement. The foregoing constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties. Any and all prior agreements, understandings, and representation are hereby terminated and canceled in their entirety and are of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Town of Pahrump

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Davis Amusement Cascadia, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

# EXHIBIT "A"

## 2014 PAHRUMP FALL FAIR DAVIS AMUSEMENT CASCADIA RIDE LIST

1. GONDOLA FERRIS WHEEL
2. CAROUSEL
3. ORBITER
4. DIZZY DRAGONS
5. SAMBA BALLOONS
6. DRAGON WAGON COASTER
7. RAIDERS
8. SQUADRON
9. GALAXY
10. BUMPER CARS
11. WIND GLIDER
12. OCTOPUS
13. TYPHOON
14. YO YO
15. RING OF FIRE
16. JOLLY CHOO CHOO
17. INFLATE BOUNCE
18. TOON TOWN THEATER
19. MARDI GRAS
20. SUPER SLIDE
21. WACKY WORM COASTER
22. SIZZLER
23. ICE STORM
24. ZIPPER
25. Down Surge

Ride list is subject to change



**Town of Pahrump  
Pahrump Valley Fire Rescue Services  
Sales Tax Revenue Proposal**

**Proposed Use of the Sales Tax Increase**

**Staffing:**

Tier I:            3 Firefighter EMTs        (Paramedics Recommended)

Tier II:           3 Firefighter EMTs        (Paramedics vs. Intermediates TBD )

**Related Expenses per FF:**

Hourly Wages:            As outlined in the Collective Bargaining Agreement

Overtime:                TBD

Benefits:                 As outlined in the Collective Bargaining Agreement

PPE:                        (Turnouts, helmets, gloves, and boots) (\$3000 per person)

Uniform:                 As outlined in the Collective Bargaining Agreement (Approx. \$1000 per person)

Employee Physicals:     As required under NAC (Approx. \$375 per person)

Employee Training:     TBD based on qualifications

**Additional Expenses:**

Approximately 30-35% is intended to be set aside for CIP to include, but not limited to:

Apparatus

Facilities

Fire Equipment



# 2014 MOVIES IN THE PARK

The production cost is up from \$575.00 in 2013 to \$625.00. 2014. Royalty fees from Swank are \$250.00 to \$350.00 per movie depending on the movie. Plus \$25.00 for shipping and handling.

Production cost	\$625.00
Royalty fees	\$325.00
Advertising	<u>\$ 198.75</u>
Total cost per movie	\$1148.75

## Summer series of 8

Swank Motion Pictures (Royalty fees) \$2,600.00

Movies Under the Stars (Production cost) \$5,000.00

Advertising for summer \$1590.00

Projected total cost for the 8 movie series in 2014 is \$9190.00

## MOVIE SERIES FUNDED BY ROOM TAX

### SUMMER MOVIE NIGHTS 2014

DATE	PRODUCTION COST
June 7, 2014	\$625.00
June 14, 2014	\$625.00
June 21, 2014	\$625.00
June 27, 2014	\$625.00
July 5, 2014	\$625.00
July 12, 2014	\$625.00
July 19, 2014	\$625.00
July 26, 2014	\$625.00

# Movies Under the Stars

P O Box 335267 N Las Vegas, Nv. 89033  
702 525 1585

## CONTRACT AND INVOICE

**CLIENT:** TOWN OF PAHRUMP

**VENUE:** IAN DEUTCH PARK  
1600 HONEYSUCKLE PAHRUMP , NV.

**CONTACT** MAT LUIS 775 -764-0436  
TECH: SARR SHEFFER 702 358 1655

**DATE OF SHOW** SAT JULY 12, 2014  
**SET UP TIME** 6:00 PM  
**SHOW TIME** 8:00 PM  
**MOVIE TITLE** T/B/A

EQUIPMENT SUPPLIED : ONE 21 x 30 FT INFLATABLE SCREEN.  
ONE 5500 LUMEN DLP PROJECTOR, SOUND SYSTEM, PLAYER  
AND ONE TECH.

BUYER WILL PROVIDE SUITABLE AREA FOR SET UP AND ONE  
20 AMP ELECTRICAL SERVICE.

CONTRACT PRICE **\$625.00 PRODUCTION COST**  
NO LICENSING IS INCLUDED IN THIS PRICE  
BAL DUE DAY OF SHOW  
CHECKS MADE PAYABLE TO ENTERTAINMENT CONCEPTS

WEATHER: IF SHOW IS CANCELLED BECAUSE OF WEATHER OR ACTS  
OF GOD, SHOW MUST BE RESCHDULED TO A NEW AGREEABLE DATE. A  
\$200.00 RESCHEDULE CHARGE MAY APPLY.

ANY PERMITS OR LICENSING FEES ARE NOT INCLUDED AND WILL BE  
BILL SEPERATLEY IF NEEDED.

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## About Our Company



Swank Motion Pictures, Inc Logo

### Company Profile

Founded in 1937, Swank Motion Pictures, Inc.® is a successful, growing business privately owned by the Swank family and led by Tim Swank, Chairman. Headquartered in St. Louis, Swank also has office locations in Chicago, Illinois and Paris, France. Swank is the world's largest non-theatrical distributor of motion pictures for public performance and the acknowledged leader in the field.

Major Hollywood and independent movie studios have appointed Swank as their exclusive licensing and distribution partner to offer their box-office hits for public performance in non-theatrical markets (markets outside theaters). Swank represents **Walt Disney Pictures, Warner Bros., Sony Pictures, NBC Universal, New Line Cinema, Lionsgate, MGM, Touchstone Pictures, Hollywood Pictures, Columbia Pictures, Tri Star Pictures, The Weinstein Company, Focus Features, Miramax Films, Warner Independent Pictures, Fine Line Features, Overture Films, Samuel Goldwyn Films, HBO, Hallmark Hall of Fame, United Artists, National Geographic, ThinkFilm, Magnolia Pictures, Image Entertainment, Picturehouse Films, Newmarket Films, IFC Films, First Look Studios, First Independent Pictures, Monterey Media**, and many other independent studios.

Swank Motion Pictures provides both public performance licensing rights and licensed movies to numerous non-theatrical markets, including worldwide cruise lines, U.S. colleges and universities, K-12 public schools and libraries, American civilian and military hospitals, motor coaches, Amtrak trains, correctional facilities and other markets such as parks, art museums and businesses.

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## Understanding Copyright



### What the law says

The Federal Copyright Act (Title 17, United States code, Public Law 94-553, 90 Stat. 2541) governs how copyrighted materials, such as movies, may be utilized publicly.

Neither the rental nor the purchase or lending of a videocassette or DVD carries with it the right to exhibit such a movie publicly outside the home, unless the site where the video is used is properly licensed for copyright compliant exhibition.

This legal copyright compliance requirement applies to parks and recreation departments, colleges, universities, public schools, day care facilities, summer camps, churches, private clubs, prisons, lodges, businesses, etc. regardless of whether admission is charged, whether the institution is commercial or non-profit or whether a federal, state or local agency is involved.

The movie studios who own copyrights, and their agents, are the only parties who are authorized to license sites such as parks and recreation departments, businesses, museums, etc. No other group or person has the right to exhibit or license exhibitions of copyrighted movies.

Furthermore, copyrighted movies borrowed from other sources such as public libraries, college, personal collections, etc. cannot be used legally for showing in colleges or universities or in any other site which is not properly licensed.

### Unauthorized Public Exhibition of Movies

The concept of "public performance" is central to copyright and is the main issue of protection for these intellectual properties. Most of the persons participating in movie productions depend upon royalties for a major portion of their payment for work performed.

Royalties are the shares paid to movie producers, script writers, authors, computer programmers, playwrights, musicians, inventors, etc. out of the proceeds resulting from the sale, performance or use of their work. If these men and women lose ownership of their work and do not receive royalty revenue, much of which is collected through licensing fees, there will be little incentive for them to continue to invest their time, research and development costs to create future endeavors. If this happens, they must then look to the U.S. Copyright Law for assistance. Consequently, if their intellectual creations are being used by others who are not paying compensation (royalty) for the use, copyright law may need to be enforced.



**Download Swank Motion Pictures, Inc.®'s Copyright Brochure.**

**Need Help?**

Can't find what you're looking for? Visit our [FAQ Page](#) .

Swank Motion Pictures, Inc.® - Tim Swank, Chairman | St. Louis, Missouri 63127 | 1-800-876-5577

[Contact Us](#) | [Site Map](#)



**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
3/24/2014	4/8/2014

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

ITEM REQUESTED FOR CONSIDERATION:  
Future Meetings/Workshops- Town Board Meeting April 22, 2014

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

BRIEF SUMMARY OF ITEM:

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STAFF COMMENTS/RECOMMENDATIONS:

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BACKUP ATTACHED:     YES             NO

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

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



