

**PAHRUMP TOWN BOARD MEETING  
BOB RUUD COMMUNITY CENTER  
150 NORTH HIGHWAY 160  
TUESDAY – 7:00 P.M.  
January 8, 2008**

**Laurayne Murray, Chairwoman; John McDonald, Vice Chairperson;  
Don Rust, Board Clerk; Nicole Shupp; Dan Sprouse**

1. Call to Order, Pledge of Allegiance, and Welcome.
2. Discussion and decision regarding agenda items.
3. Public Comment. Action may not be taken on matters considered during this period until specifically included on an agenda as an action item (NRS241.020 (2) (C) (3)).
4. Advisory Board Reports
5. **Announcements and “Good News”.**
6. Discussion and decision regarding selection of Town Board Chairperson, Vice Chairperson and Clerk of the Town Board. Town Board
7. Appointment of Advisory Board Liaison positions. Chairperson
8. Discussion and decision regarding Advisory Board memberships. Town Board
9. Discussion and decision regarding proclamations requested by the Martin Luther King Committee in recognition of their supportive community service. Town Board
10. **Discussion and decision** regarding the Standby Generator Project: Review and discussion of Emergency Management & Homeland Security Advisory Board report of April 18, 2007; possible direction to staff to provide the advisory board with the information requested by that board; possible removal of this project from control of WillDan Engineering ; presentation from Mr. Paul Wagner on alternative plan. Possible discussion concerning the status and cost of other projects under the control of WillDan Engineering including without limitation the park lighting and Community Center projects. Member McDonald

**11. Discussion and decision** regarding direction to staff to investigate sources of funding for the PVFRS and determine if the Sheriff's office can benefit from a tax levied by a town rather than a County. Further, direct the Town's Attorney to report on the authority of a town to levy a sales tax as opposed to a city. Report should be prepared for the Town Board's first meeting in February, 2/12/08.  
Member McDonald

**12. Discussion and decision** regarding designating PAVED liaison between Nye County and the Town of Pahrump and Detention Center Contractors for the purpose of investigating the potential of municipal water and wastewater facilities to serve any site selected to locate a Detention Center in Pahrump and matters related thereto. PAVED/Town Manager

**13. Discussion and decision** regarding direction to staff to refer to the Emergency Management & Homeland Security Advisory Board a proposal to create an emergency drinking water plan as proposed in February 2007. Member McDonald

**14. Discussion and decision** regarding Loan Policy and application on the National Museum of the United States Air Force Static Display Program. Commissioner Hollis/Town Manager

**15. Discussion and decision** regarding approval of the Town Manager's Performance Evaluation Summary from July 1, 2006 to June 30, 2007 and consideration of a merit increase not to exceed 4%. Town Manager

**16. Future Meetings/Workshops: Date, Time and Location.**

- January 12, 2008 Advisory Board Objective Meeting in the Annex 9:00 AM.
- January 26, 2008 Employee Personnel Manual review, Annex 1:00 – 4:00 PM.

**17. Consent Agenda.**

- Action - approval of Town vouchers.
- Action - approval of Town Board minutes for December 10, 2007.
- Action - approval of Ambulance Enterprise Fund "Write-offs" for September – November 2007 in the amount of \$170,990.00.
- Action - approval of 72 hour Liquor Permit application from Pahrump Valley Chamber of Commerce fro Chamber Mixers, Dinners, and special events in 2008.
- Action - approval of appointment of Claire Toomey to the Public Lands Advisory Board.
- Action - approval of Town of Pahrump report "Summary of Receipts and

Disbursements for October 1, 2007 – December 31, 2007.

**18. Adjournment.**

A quorum of Nye County Board of Commissioners may be present at this meeting. However, no action will be taken by the Board of Commissioners.

POSTED IN THE PAHRUMP TOWN OFFICE, COMMUNITY CENTER,  
COUNTY COMPLEX, FLOYD'S ACE HARDWARE, & CHAMBER OF  
COMMERCE

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 48 hours prior to the meeting. Assisted listening devices are available at Town Board meetings upon request.

## AGENDA ITEM REQUEST

Requests and backup **must** be in the Town Office by **3:00 p.m. Monday** of the week **preceding the Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the Bob Ruud Community Center.

SUBMITTED January 3, 2008

BOARD MEETING January 8, 2008

ACTION REQUIRED: Discussion and Decision

ITEM FOR CONSIDERATION: *Selection of Town Board Chairperson, Vice Chairperson and Clerk of the Town Board.*

BRIEF SUMMARY: *Item #6.*

*Section F. of the Town Board Policy requires that Town Board officers be selected at the first meeting in January. The Board Chairperson, Vice Chairperson and the Board Clerk must be selected.*

TOWN MANAGER RECOMMENDATION: *Select officers in the usual manner.*

BACK UP ATTACHED: *NO*

SPONSOR: *Town Manager*

PRESENTER(s): *Chairperson*

David Richards, Town Manager

Town Manager 

400 N. SR 160 Pahrump, NV 89060

775-727-5107

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SUBMITTED January 3, 2007

BOARD MEETING January 8, 2007

ACTION REQUIRED: Chairperson Discretion to Appoint

ITEM FOR CONSIDERATION: Advisory Board Liaison appointments

BRIEF SUMMARY: **Item #7.**

*Each year at the first meeting in January Advisory Board liaison appointments are made by the Chairperson. A list of current Town advisory boards and committees is attached. The duties of the Chairperson includes liaison position appointments. No action is required of the Town Board.*

TOWN MANAGER RECOMMENDATION: *Chairperson Discretion to Appoint.*

BACK UP ATTACHED: YES

SPONSOR: *Town Manager*

PRESENTER(s): *Chairperson*

David Richards, Town Manager

Town Manager 

400 N. SR 160 Pahrump, NV 89060

775-727-5107

## Advisory Board Liaison Positions

11/27/07

- *Airport Technical Committee* Don Rust
- *Arena AB* John McDonald
- *EDEN* Laurayne Murray
- *EMS/Homeland Security* Dan Sprouse
- *Fairgrounds AB* John McDonald
- *Fairgrounds Finance* Finance Director & Town Manager
  
- *Fall Festival Executive Committee* Nicole Shupp
- *Incorporation* Don Rust
- *Nuclear Waste & Environment* Dan Sprouse
- *Nye Communities Coalition* Don Rust
- *County/Town Yucca Mtn.* Dan Sprouse
- *Parks/Recreation AB* Nicole Shupp
- *Public Lands AB* Nicole Shupp
- *Regional Planning Commission* Laurayne Murray
- *Tourism AB* Laurayne Murray
- *BOCC/TOP Committee ¼ly* John McDonald & Nicole Shupp
  
- *Veteran's Memorial* Laurayne Murray

### *Other Appointments*

- *Town Website* Dan Sprouse
- *Nevada League of Cities* Laurayne Murray
- *PAVED* Board Chairperson, Town Manager
  
- *Vouchers ¼ly* John McDonald & Dan Sprouse
  
- *Nye County CIP* John McDonald & Finance Director & Town Manager

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SUBMITTED January 3, 2008

BOARD MEETING January 8, 2008

ACTION REQUIRED: Discussion and Decision

ITEM FOR CONSIDERATION: *Approval of Advisory Board memberships.*

BRIEF SUMMARY: **Item #8.**

*Each year at the first meeting in January Advisory Board memberships are approved by the Town Board. A list of current appointments is attached.*

TOWN MANAGER RECOMMENDATION: *Approve Advisory Board memberships in the usual manner.*

BACK UP ATTACHED: YES

SPONSOR: *Town Manager*

PRESENTER(s): *Chairperson*

David Richards, Town Manager

Town Manager 

400 N. SR 160 Pahrump, NV 89060

775-727-5107

# ADVISORY BOARDS

## AIRPORT TECHNICAL PLANNING

### LIAISON

Darrel Baldwin  
Steve Balint  
Cheryl Beeman  
Charles Gronda  
James R. Marble  
C. Bat Masterson  
Henry Neth  
Elisha Novak  
Nye County Commissioner  
Allan L. Parker  
David Richards  
Dr. William E. Roberts  
Michael Sullivan  
Bill Thompson  
Shawna Woods  
Samson Yao  
Valley Electric

Tony Hechanova  
Ty Lanway  
Karen Lee Letourneau  
John Pawlak (Alt)  
Dave Swanson  
Karen Williams  
Mary Wilson

## PARKS & RECREATION

### LIAISON

Richard Foster  
David Patten  
Robert Burgess  
Toby Anderson  
Robert North  
Daniel Kelly

## ARENA

### LIAISON

Gary Gilpin ©  
Steve Pastorelli  
Lloyd Peugh (Alt)  
Bronco Rodriquez  
Scot Tibbits

## PUBLIC LANDS

### LIAISON

Al Balloqui, Chairperson  
Claire Toomey  
George Gingell  
Karen Lee Letourneau, Vice Chair  
Karen A. Stoll, Secretary

## EMERGENCY SERVICES

### LIAISON

C Kevin Choate  
Ronald Daviau  
Fred Jones  
Warren Pawliuk  
Sharon Wehrly ©

## TOURISM

### LIAISON

Alice Eychaner  
Denise Fortin (Alt)  
Kari Frilot  
Paula Glidden ©  
Linda Kass  
Marvin Minnick  
Karen Spalding  
Ryley Young

## FAIRGROUNDS

### LIAISON

Al Balloqui  
Scott Babb  
Paula Glidden  
Ed Hanson  
Ralph Purdy  
Karen Spalding  
Scott Tibbits

## FALL FESTIVAL EXECUTIVE COMMITTEE

### LIAISON

Chairperson	
Arts&Crafts	Paul Gibbons
Carnival	Nena Kelly
Entertainment	Summer Medrano
Finance	Cathie Stetler
Logistics	
Parade	Barbara Buchanan
Publicity	Paula Glidden
Rodeo	Bill Maddox
Vendors	Bob Irving

## NUCLEAR WASTE & ENVIRONMENTAL

### LIAISON

Zolin Burson  
Heather Gang  
Edwin Hanson

# ADVISORY BOARDS

## CARNIVAL

Lois Beecher  
Dalinda Burk  
Nena Kelly ©  
Amy Krueger  
Joanne Schifano  
Jerri Smythe  
Nora Wamsley

## PARADE

Barbara Buchanan ©  
Paula Glidden  
Art Jones  
Ambrose Kroetsch  
Pat Marzoline  
Joanne Schifano

## VENDOR

Bonnie Solie ©  
Jim Frzackerley  
Bob Irving  
Pat Kuver  
Don Portor  
Art Solie  
Corrina Swenson

Incorporation Advisory Board  
Robert Aberle, Chairperson  
Bob Irving  
Allan Parker, Pubic Info Officer  
Billy Toler  
Bill Verbeck  
R. Darce Wilson, V. Chairperson  
ALTERNATES  
Janice Painter

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SUBMITTED January 3, 2008

BOARD MEETING January 8, 2008

ACTION REQUIRED: Read and adopt proclamations

ITEM FOR CONSIDERATION: ***Proclamations requested by the Martin Luther King Committee in recognition of their supportive community service.***

BRIEF SUMMARY: ***Item #9.***

*The Board Chairwoman has requested the attached proclamations recognizing individuals for community service be adopted.*

TOWN MANAGER RECOMMENDATION: *Adopt proclamations as proposed.*

BACK UP ATTACHED: *NO*

SPONSOR: *Town Board*

PRESENTER(s): *Board Clerk*

David Richards, Town Manager

Town Manager 

400 N. SR 160 Pahrump, NV 89060

775-727-5107

# PROCLAMATION

By virtue of the authority given to the Pahrump Town Board by the laws of the County of Nye and by the State of Nevada:

Whereas, Claudia Knight, makes important contributions to our Town; and

Whereas, most individuals and organizations who volunteer as servants have always been concerned about their fellow man and continue serving throughout a lifetime; and

Whereas, the Town of Pahrump depends on community service as vital assets; and

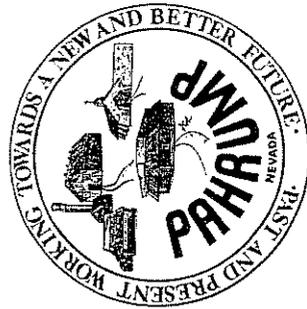
Whereas, the Dr. Martin Luther King All People's Breakfast Celebration Committee takes this opportunity to honor outstanding individuals and organizations for their contributions, commitment, dedication, and volunteerism to the Township of Pahrump:

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Pahrump, does hereby proclaim January 21, 2008 as All People's Breakfast Celebration and recognition for Outstanding Community Service Day.

Dated this ----- day of -----, 2008

-----  
Laurayne Murray, Chairman

-----  
Donald Rust, Clerk



# PROCLAMATION

By virtue of the authority given to the Pahrump Town Board by the laws of the County of Nye and by the State of Nevada:

Whereas, Linda DeMeo, makes important contributions to our Town; and

Whereas, most individuals and organizations who volunteer as servants have always been concerned about their fellow man and continue serving throughout a lifetime; and

Whereas, the Town of Pahrump depends on community service as vital assets; and

Whereas, the Dr. Martin Luther King All People's Breakfast Celebration Committee takes this opportunity to honor outstanding individuals and organizations for their contributions, commitment, dedication, and volunteerism to the Township of Pahrump:

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Pahrump, does hereby proclaim January 21, 2008 as All People's Breakfast Celebration and recognition for Outstanding Community Service Day.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2008

Laurayne Murray, Chairman

Donald Rust, Clerk



# PROCLAMATION

By virtue of the authority given to the Pahrump Town Board by the laws of the County of Nye and by the State of Nevada:

Whereas, J. Sophia Liakopoulos, makes important contributions to our Town; and

Whereas, most individuals and organizations who volunteer as servants have always been concerned about their fellow man and continue serving throughout a lifetime; and

Whereas, the Town of Pahrump depends on community service as vital assets; and

Whereas, the Dr. Martin Luther King All People's Breakfast Celebration Committee takes this opportunity to honor outstanding individuals and organizations for their contributions, commitment, dedication, and volunteerism to the Township of Pahrump:

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Pahrump, does hereby proclaim January 21, 2008 as All People's Breakfast Celebration and recognition for Outstanding Community Service Day.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2008

Laurayne Murray, Chairman

Donald Rust, Clerk



## AGENDA ITEM REQUEST

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SUBMITTED January 3, 2008

BOARD MEETING January 8, 2008

ACTION REQUIRED: Discussion and Decision

ITEM FOR CONSIDERATION: *Standby Generator Project: Review and discussion of Emergency Management & Homeland Security Advisory Board report of April 18, 2007; possible direction to staff to provide the advisory board with the information requested by that board; possible removal of this project from control of WillDan Engineering ; presentation from Mr. Paul Wagner on alternative plan. Possible discussion concerning the status and cost of other projects under the control of WillDan Engineering including without limitation the park lighting and Community Center projects. Member McDonald*

BRIEF SUMMARY: **Item #10.**

*This item was tabled by the Town Board for review by the Town's Attorney concerning the exclusivity of the agreement with WillDan and whether the Town Board can request bids for individual projects.*

TOWN MANAGER RECOMMENDATION: *Consider the Town Attorney's opinion and take action accordingly.*

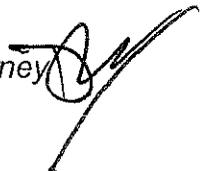
BACK UP ATTACHED: YES

SPONSOR: *Town Manager*

PRESENTER(s): *Town Attorney*

David Richards, Town Manager

Town Manager



400 N. SR 160 Pahrump, NV 89060

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## AGENDA ITEM REQUEST

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SUBMITTED November 6, 2006

MEETING November 14, 2006

ACTION REQUIRED: Discussion and Decision

ITEM FOR CONSIDERATION: *Selection of a firm to perform general engineering services as requested in RFP 2006-9*

BRIEF SUMMARY: **Item #13.**

*The Town Board approved advertising RFP 2006-9 for the provision of general engineering services for a five (5) year term. Seventeen proposals were received and opened at the July 25 Town Board meeting and were referred to staff for review and recommendations. A committee comprised of the Buildings and Grounds Superintendent, Finance Director, Fire Chief, one Town Board member, and the Town Manager selected three firms to interview: Carter/Burgess, Poggemeyer, and WillDan. Utilizing a standard interview form extensive interviews were conducted on October 6, 2006 lasting two (2) hours for each candidate firm. WillDan was subsequently selected as the top firm and their references were checked. While it is the opinion of the committee that any of the three firms interviewed could provide the required services identified in RFP 2006-09, WillDan's extensive municipal and public agency experience was the overriding factor in their selection. A copy of WillDan's fee schedule and proposed service agreement is attached.*

TOWN MANAGER RECOMMENDATION: *Approve the service agreement with WillDan for general engineering services as requested in RFP 2006-9.*

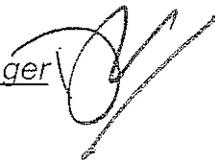
BACK UP ATTACHED: YES

SPONSOR: *Town Manager*

PRESENTER(s): *Town Manager*

David Richards, Town Manager

Town Manager



400 N. SR 160 Pahrump, NV 89060

775-727-5107

**UNINCORPORATED TOWN OF PAHRUMP, NEVADA  
REQUEST FOR PROPOSAL  
RFP NO. 2006-09**

**Multi-Year Professional Services**

Notice is hereby given the Town of Pahrump, Nye County, Nevada is accepting proposals to provide Professional Services for a period of five (5) years. Scope of Work and Provisions are available at the Town's website [www.pahrumpnv.org](http://www.pahrumpnv.org) or by calling Terry Bostwick at 775-727-5107, ext 6, or at the address noted below.

All proposals must be submitted according to the requirements noted in "General and Special Provisions". Proposals must be sealed in an appropriate envelop and be plainly identified and marked RFP #2006-09. Proposals must be submitted before 5:00 PM, July 14, 2006 to the Town of Pahrump located at 400 N. Highway 160, Pahrump, Nevada 89060.

Action on proposals may be taken at the July 25, 2006 Town Board meeting. The Town reserves the right to reject any and all proposals.

**GENERAL PROVISIONS**  
**RFP NO. 2006-09**

**Multi-Year Professional Services**

The unincorporated Town of Pahrump, hereinafter the "Town", is soliciting proposals for Professional Services to be provided for a period of five (5) years. The selection process for the above will be by review and evaluation of written proposals. If necessary, finalists will be interviewed and committee evaluated. Individuals and/or firms will be notified of date, time, and location if interviews are required.

1. ADDENDA INTERPRETATIONS

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to you. The Town is not bound by any oral representation, clarifications, or changes made in the written specifications by the Town's agents, unless such clarification or change is provided to you in written addendum form from the Town's Board Members.

2. PUBLIC RECORDS

The RFP document and all proposals submitted in response thereto are public records. You are cautioned not to put any material into the proposal that is proprietary in nature. All proposals submitted become the property of the Town.

3. PERFORMANCE OF WORK

The selected individual and/or firm shall perform all work as may be necessary to complete the contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, labor and incidentals necessary to complete the work in the best possible and most expeditious manner.

4. FORM OF CONTRACT

A legal agreement will be signed by both parties incorporating all of the terms of the Request for Proposal documents and the selected individual or firm's Proposal. All contracts are subject to the review and approval of the unincorporated Town of Pahrump's attorney.

**REQUEST FOR PROPOSAL**  
**RFP NO. 2006-09**

**Multi-Year Professional Services**

1. DESIGNATED CONTACT

David Richards, Town Manager, will respond to questions concerning the scope of work and the selection process of this RFP. The phone number is (775) 727-5107, and e-mail: [drichards@pahrumprnv.org](mailto:drichards@pahrumprnv.org)

2. PROPOSAL COSTS

There shall be no obligation on behalf of the Town to compensate individuals or firms for any costs of responding to this Request for Proposal.

3. METHOD OF EVALUATION AND AWARD

A selection committee will review all proposals. Interviews may be conducted with some or all offerors. Final award will be made by the Town Board.

4. SUBMITTAL REQUIREMENTS

Submit one original and six copies of the Proposal to  
Town of Pahrump  
c/o Pahrump Town Manager  
400 N. Highway 160  
Pahrump, NV 89048

Proposals must be received at the above location prior to:

**5:00 p.m. PDT**  
**July 14, 2006**

**Proposals received after the deadline will be returned unopened.**

All proposals must be submitted in a sealed envelope plainly marked, "RFP No. 2006-09 with the name and address of the responding firm in the upper left hand corner. **A fee schedule must be submitted valid for the duration of the contract period in a sealed envelope marked "Fee Schedule"**. No responsibility will attach to the Town, any official or agent thereof, for the pre-opening of, post-opening, or the failure to open a proposal not properly addressed and identified.

All proposals shall be on 8-1/2" x 11" paper, with tabbed dividers labeled by section: to correspond with the format indicated below:

**Section A**  
Experience

**Section B**  
Staff Qualifications and availability

**Section C**  
Exceptions to Scope of Work

**Section D**  
Your Firm's Understanding of our Project

**Section E**  
Financial Responsibility

5. **ASSIGNMENT OF CONTRACTUAL RIGHTS**

It is agreed that this contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party.

6. **AGREEMENT MODIFICATIONS**

Any contract resulting from this Proposal will include the following clause: "No provision will be deemed waived, amended, or modified by either party unless such waiver, amendment or modification is in writing and signed by the authorized agents of both parties.

7. **CONTRACT TERM**

This Agreement will be for a term of five (5) years (negotiable) from the date of award, contingent on mutual agreement for renewal.

8. **INDEPENDENT CONTRACTOR**

The firm selected is deemed to be an independent contractor for all purposes and no agency, either expressed or implied, exists.

9. **PROFESSIONAL LIABILITY INSURANCE**

Provide certificate of liability coverage consistent with industry standards.

10. **AWARD OPTIONS**

The Town reserves the right to award this RFP on any basis which is in its best interest.

**SCOPE OF WORK**  
**RFP No. 2006-09**

**Multi-Year Professional Services**

1. SCOPE OF WORK

Provide Professional Services for a period of five (5) years as needed including but not limited to:

- (1) Architectural – Building Design and Renovations, Contract Specifications, Bid and Construction Administration
- (2) Civil - Landscape Design, Land Use Evaluations, Parks and Recreation Planning
- (3) Surveying – Boundary Topographic and Property Surveying, Construction Staking
- (4) Transportation – Right-of-Way Plans; Streetscapes; Highway Occupancy Permits; Parking, Pavement, Sidewalk, Curb and Ramp Designs
- (5) Mechanical/Electrical/Plumbing – Electrical, Lighting, Mechanical, Plumbing, and Security Systems Design; Heating, Ventilation and Air Conditioning Replacement
- (6) Water/Wastewater – Sanitary Sewer and Water Infrastructure Planning, Storm Water Infrastructure Planning, General Improvement District Planning
- (7) General Services – Capital Improvement Plans, ADA/NPDES Requirements, Grant and Funding Assistance, Project Cost Estimation

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day of JANUARY, 2007 by and between WILLDAN, a corporation, and the Town of Pahrump, hereinafter referred to as CLIENT.

WHEREAS, CLIENT desires to employ WILLDAN to furnish ongoing General Engineering Services.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

### SECTION I - BASIC SERVICES

WILLDAN shall provide to CLIENT General Engineering Services, with the scope and fee for each task to be determined through negotiations between WILLDAN and CLIENT, prior to the issuance of a task order or the commencement of work. The Scope of Work for each task order will be described in a separate Exhibit "A" for each task order, which will be attached hereto and incorporated herein by this reference.

### SECTION II - ADDITIONAL SERVICES

If authorized, WILLDAN shall furnish additional services which are in addition to the basic services. To the extent that the additional services have been identified in this Agreement, they are itemized in Exhibit "A" and will be paid for by CLIENT as indicated in Section III hereof. As further additional services are requested by CLIENT, this Agreement may be modified and subject to mutual consent by execution of an addendum by authorized representatives of both parties, setting forth the additional scope of services to be performed, the performance time schedule, and the compensation for such services.

### SECTION III - COMPENSATION

WILLDAN shall be compensated for basic services rendered under Section I, and in accordance with the terms and conditions indicated in a separate Exhibit "B" for each task order, Compensation, which will be attached hereto and incorporated herein by this reference; and WILLDAN will be compensated for any additional services rendered under Section II as more particularly described in a fully approved and executed addendum to this Agreement. If no addendum is executed, then WILLDAN shall be compensated at its then prevailing hourly rates for such additional services.

WILLDAN may submit monthly statements for basic and additional services rendered. It is intended that payments to WILLDAN will be made by CLIENT Within 45 days of invoice. All invoices not paid within 45 days shall bear interest at the greater of one and one-half percent (1-1/2%) per month or the then legal rate allowed.

### SECTION IV - INDEMNIFICATION; HAZARDOUS MATERIALS



Independent Contractors  
Liability (if applicable)

Automobile Liability \$500,000 Combined Single Limit,  
Comprehensive Automobile per  
Liability, (including, occurrence  
owned,  
non-owned and hired autos)

Workers' Compensation and Statutory, \$1,000,000  
Employer's Liability  
Workers' Compensation  
Insurance Employer's Liability

Professional Liability \$500,000 per claim and annual  
Professional Liability aggregate  
Insurance

#### SECTION VI - INDEPENDENT CONTRACTOR STATUS

WILLDAN shall be an independent contractor and shall have responsibility for and control over the details and means of providing the services under this Agreement.

#### SECTION VII - OWNERSHIP AND MAINTENANCE OF DOCUMENTS

All documents including without limitation, reports, plans, specifications, field data, field notes, laboratory test data, calculations estimates, furnished by WILLDAN pursuant to this Agreement, regardless of media (i.e. paper, electronic, magnetic, optical, mylar, etc.), are instruments of WILLDAN's services in respect to this project and not products. All such documents shall remain the property of WILLDAN, provided, however, a copy of the final documents shall be made available to CLIENT upon request. These documents are not intended nor represented to be suitable for reuse by CLIENT or any others on extensions of this project or on any other project. These documents shall not be changed or reused without the prior written consent of WILLDAN. Any reuse without specific written verification and adoption by WILLDAN for the specific purposes intended will be at user's sole risk. CLIENT agrees to save, keep, and hold harmless WILLDAN from all damages, costs or expenses in law and equity including costs of suit and attorneys fees resulting from such unauthorized reuse. CLIENT further agrees to compensate WILLDAN for any time spent or expenses incurred by WILLDAN in defense of any such claim, in accordance with WILLDAN's prevailing fee schedule.

CLIENT acknowledges that its right to utilize the services and instruments of services of WILLDAN will continue only so long as CLIENT is not in default of the terms and conditions of this agreement and CLIENT has performed all obligations under this agreement. CLIENT further acknowledges that WILLDAN has the unrestricted right to use the services provided pursuant to this agreement as well as all instruments of service provide pursuant to this agreement.

CLIENT agrees not to use or permit any other person to use any instruments of service prepared by WILLDAN, which are not final and

which are not signed, and stamped or sealed by WILLDAN. CLIENT agrees to be liable for any such use of non-final instruments of service not signed, stamped or sealed by WILLDAN and waives liability against WILLDAN for their use.

WILLDAN's records, documents, calculations, test information, and all other instruments of service shall be kept on file in legible form for a period of not less than two years after completion of the services covered in this Agreement.

#### **SECTION VIII - SUSPENSION OF WORK**

CLIENT may, at any time, by fifteen (15) days written notice, suspend further performance by WILLDAN. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and WILLDAN shall be paid for all services performed and reimbursable expenses incurred prior to the suspensions date.

#### **SECTIONS IX - TERMINATION**

Either party may terminate this Agreement at any time by giving fifteen (15) days written notice to the other party of such termination. if this Agreement is terminated as provided herein, WILLDAN will be paid an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of WILLDAN covered by this Agreement, less payments of compensation previously made.

#### **SECTION X - COMPLIANCE WITH LAW**

Each party hereto will use reasonable care to comply with applicable laws in effect at the time the services are performed hereunder which to the best of their knowledge, information and belief apply to their respective obligations under this Agreement.

#### **SECTION XI - SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the successors and assigns of the parties, but it shall not be assigned by either party without written consent of the other party.

#### **SECTION XII - ATTORNEYS FEES**

In the event that any judgment is entered in any action upon this Agreement, the party hereto against whom such judgement is rendered agrees to pay the amount equal to the reasonable attorneys fees of the prevailing party in such action and that such amount may be added to and made a part of such judgment.

#### **SECTION XIII - ALTERNATIVE DISPUTE RESOLUTION**

If a dispute arises between the parties relating to this

Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

(a) A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

(b) If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

(c) In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

(d) The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

#### **SECTION XIV - RECORDS**

Records of WILLDAN's direct labor costs, payroll costs, and reimbursable expenses pertaining to the project covered by this Agreement will be kept on a generally recognized accounting basis and made available during normal business hours upon reasonable notice.

WILLDAN's records will be available for examination and audit if and as required.

#### **SECTION XV - INSOLVENCY OF CLIENT**

WILLDAN shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if CLIENT files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against CLIENT in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

## SECTION XVI - MISCELLANEOUS PROVISIONS

This Agreement is subject to the following special provisions:

- A. The titles used in this Agreement are for general reference only and are not a part of the Agreement.
- B. This Agreement shall be interpreted as though prepared by both parties.
- C. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.
- D. This Agreement shall be interpreted under the laws of the State where the Project is located.
- E. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement.
- F. Any notices given pursuant to this agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.
- G. CLIENT agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and CLIENT further agrees to defend, indemnify and hold WILLDAN harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of WILLDAN.
- H. WILLDAN shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits.
- I. WILLDAN's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition or covenant.
- J. WILLDAN makes no representations concerning soils conditions unless specifically included in writing in this agreement, and WILLDAN is not responsible for any liability that may arise out

of the making or failure to make soil surveys, or subsurface soil tests, or general soil testing.

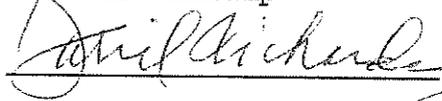
K. CLIENT acknowledges that WILLDAN is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated, the day and year first above written.

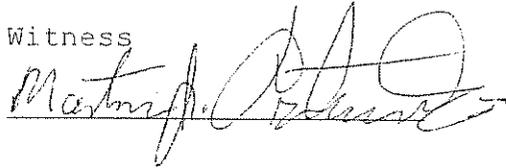
WILLDAN



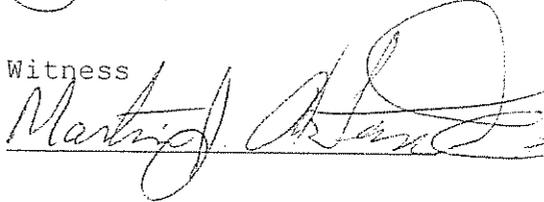
Town of Pahrump



Witness



Witness





July 14, 2006

Town of Pahrump  
Mr. David Richards, Town Manager  
400 N. Highway 160  
Pahrump, NV 89060

Subject: Fee Proposal  
RFP NO. 2006-09  
Multi-Year Professional Services

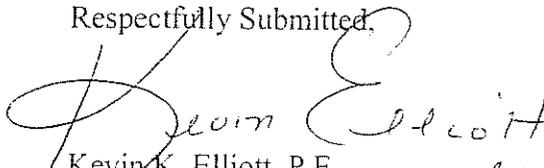
Dear Mr. Richards:

We are pleased to submit our hourly rate schedules for the subject project(s).

Because of the limited information available regarding the project sites and/or the areas of influence, we will submit a fee for each project, once we have identified the specific scope of services for each project with you and your staff.

Willdan looks forward to working with the Town of Pahrump on upcoming engineering projects. If you have any questions, please contact me at (702) 734-3001.

Respectfully Submitted,

  
Kevin K. Elliott, P.E.  
Senior Vice President  
Regional Manager

  
By *[Signature]*

**WILLDAN**  
*Schedule of Hourly Rates*

July 1, 2006

**ENGINEERING**

Principal Engineer.....	\$170.00
Division Manager.....	160.00
City Engineer.....	160.00
Project Manager.....	160.00
Supervising Engineer.....	145.00
Senior Engineer.....	130.00
Senior Design Manager.....	130.00
Design Manager.....	120.00
Associate Engineer.....	120.00
Senior Designer.....	115.00
Senior Design Engineer II.....	115.00
Senior Design Engineer I.....	110.00
Designer II.....	105.00
Designer I.....	100.00
Design Engineer II.....	105.00
Design Engineer I.....	100.00
Senior Drafter.....	95.00
Drafter II.....	85.00
Drafter I.....	80.00
Technical Aide.....	70.00

**CONSTRUCTION MANAGEMENT**

Division Manager.....	160.00
Project Manager.....	160.00
Senior Construction Manager.....	140.00
Construction Manager.....	130.00
Assistant Construction Manager.....	110.00
Utility Coordinator.....	115.00
Supervising Public Works Observer.....	115.00
Senior Public Works Observer.....	100.00
Public Works Observer.....	**85.00 /100.00
Assistant Public Works Observer.....	**80.00 /100.00
Labor Compliance Manager.....	110.00
Labor Compliance Specialist.....	85.00

**SURVEYING**

Division Manager.....	160.00
Supervisor - Survey & Mapping.....	145.00
Senior Survey Analyst.....	115.00
Senior Calculator.....	110.00
Calculator II.....	100.00
Calculator I.....	90.00
Survey Analyst II.....	105.00
Survey Analyst I.....	90.00
Survey Party Chief.....	105.00
Field Party (One).....	155.00
Field Party (Two).....	205.00
Field Party (Three).....	255.00

**LANDSCAPE ARCHITECTURE**

Division Manager.....	160.00
Principal Landscape Architect.....	135.00
Senior Landscape Architect.....	115.00
Associate Landscape Architect.....	105.00
Assistant Landscape Architect.....	90.00

**BUILDING AND SAFETY**

Division Manager.....	160.00
Supervising Plan Check Engineer.....	135.00
Building Official.....	135.00
Plan Check Engineer.....	125.00
Deputy Building Official.....	125.00
Inspector of Record.....	125.00
Senior Plans Examiner.....	115.00
Supervising Building Inspector.....	115.00
Plans Examiner.....	105.00
Senior Building Inspector.....	105.00
Supervisor Code Enforcement.....	105.00
Building Inspector.....	**95.00 /100.00
Supervising Construction Permit Specialist.....	95.00
Senior Construction Permit Specialist.....	90.00
Senior Code Enforcement Officer.....	85.00
Assistant Building Inspector.....	**85.00 /100.00
Code Enforcement Officer.....	70.00
Construction Permit Specialist.....	75.00
Assistant Construction Permit Specialist.....	65.00
Plans Examiner Aide.....	65.00
Assistant Code Enforcement Officer.....	60.00

**PLANNING**

Division Manager.....	160.00
Principal Planner.....	135.00
Principal Community Development Planner.....	135.00
Senior Planner.....	120.00
Senior Community Development Planner.....	120.00
Associate Planner.....	105.00
Associate Community Development Planner.....	105.00
Assistant Community Development Planner.....	95.00
Assistant Planner.....	95.00
Planning Technician.....	75.00
Community Development Technician.....	75.00

**ADMINISTRATIVE**

Computer Data Entry.....	55.00
Clerical.....	55.00
Word Processing.....	55.00
Personal Computer Time.....	20.00

\*\*Prevailing Wage Project, Use \$100.00/Hour

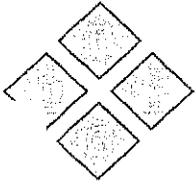
Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.25 times, and Sundays and holidays, 1.70 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination.

# Additional Services

## *Hourly Rates*

Additional authorized services will be billed at Munifinancial's current hourly consulting rates. Our current hourly rates are:

Title	Hourly Rate
Division Manager	\$190
Principal Consultant	170
Senior Project Manager	150
Project Manager	125
Senior Project Analyst	110
Senior Analyst	100
Analyst	80
Analyst Assistant	65
Property Owner Services Representative	50
Support Staff	45



**IDL** engineering  
& controls  
*Innovative Control Solutions...By Design*

Electrical Engineering  
Construction Management  
Integration and Support Services

DL Engineering & Controls, LLC ♦ 2545 Chandler Avenue, Suite 2 ♦ Las Vegas, Nevada 89120-4007 ♦ voice 702.730.2022 ♦ fax 702.730.2098

Las Vegas Office  
Engineering and Programming Services  
Hourly Rate Schedule for 2006 - 2007

<b>Staff Position</b>	<b>Hourly Rate</b>
Principal/Professional Engineer (PE)	\$140.00
Project Manager	\$110.00
Senior Designer III	\$95.00
Senior Programmer III	\$95.00
Inspector	\$85.00
Junior Designer II	\$85.00
Junior Programmer II	\$85.00
Technician	\$75.00
CAD Operator	\$75.00
Clerical	\$55.00





**David Richards**

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**From:** ALBALLOQUI@aol.com  
**Sent:** Friday, December 21, 2007 1:25 PM  
**To:** Chris.ferrari@rrpartners.com  
**Cc:** ButchBorasky@yahoo.com; ALBALLOQUI@aol.com; sisters11@hotmail.com; drichards@pahrumnpnv.org; Director@pahrump1stop.com; NevadaCavalry@aol.com; LondonMaryB@aol.com; Andy@seepahrumppwithandy.com; Rnalvis@pahrumpp.com; msullivan@pahrumnpnv.org; Charlie@air-internet.com; Tclcm@sbcglobal.net; awitar@hotmail.com; cglw-pkhuff@sbcglobal.net; bigmac@gobigwest.com; ehanson@air-internet.com; woodlandd@UNCE.unr.edu; erin@keithfroehling.com; regknight@air-internet.com; Woodenkangaroo@netzero.com  
**Subject:** Pahrump Municipal Water & Sewer District

**Pahrump Alliance Valley Economic Development**  
2220 Silver Street, Pahrump Nevada 89048  
775-537-1104 office & 702-400-6577 cell  
[AlBalloqui@aol.com](mailto:AlBalloqui@aol.com)

Chris Ferrari  
R&R Partners

21 December 2007

Reference: Possible co operative Water/Sewer facility with Detention Center

Chris,

During our last conference call Commissioner Butch Borasky was unavailable due to prior commitments. I have since spoken with Butch regarding your interest in working out a possible cooperative water/sewer facility. He has requested you or Ian Frost provide by email your interest and he will consider presenting it to the Nye Board of County Commissioners.

Paula Glidden President of PAVED will be placing an ACTION item of interest on the next Town Board meeting agenda for January 8, 2008 at 7:00 PM. The suggestion to the Town Board is to authorize PAVED to form a reactionary team to work with the County and their contracted consultants. For the objective to consider and organize a benefit district to establish a possible municipal water/sewer facility to serve either of the selected detention sites in Pahrump.

The team mission will be to work in cooperation with Nye County determining the requirements. The items to address are: example of other communities experience with developing a benefit district, Nevada mandatory/regulatory steps in the process and expected time line. Project cost feasibility and fiscal operation review.

If the north detention site is selected; there would be additional benefit of establishing an industrial improvement corridor to service Pahrump and potential Yucca Mountain project.

Thank You

Al Balloqui Chairperson  
Pahrump Economic Development Coordinator

Cc Commissioner Borasky, PAVED Directors & Board

## TOWN OF PAHRUMP

### AGENDA ITEM REQUEST

*Requests and backup must be in the Town Office by **3:00PM Monday** of the week **preceding the town board meeting** at which you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00PM in the Bob Ruud Community Center.*

SUBMITTED:   12   /  26   /  07        MEETING:  01   /  08   /  08  

ACTION REQUIRED: Discussion, Action, Decision.

ITEM FOR CONSIDERATION: Direction to staff to implement the action plan attached as backup for completing the emergency drinking water plan.

BRIEF SUMMARY: In February of 2007, a proposal to create an emergency drinking water plan was placed before the Town Board. The Town Board voted to refer the matter to the Emergency Management & Homeland Security Advisory Board for their attention.

In September a plan for providing emergency electrical power to Fire Station One and the Community Center was presented. This plan had little to do with the original proposal.

The original plan is, herewith, brought back before the Town Board with a detailed action plan to be implemented by town management without further delay.

BACKUP ATTACHED?  YES.       NO.

SPONSOR: John T. McDonald 

PRESENTER: John T. McDonald

Approval Town Clerk: \_\_\_\_\_

400 N. SR 160, Pahrump, NV 89060

(775)-727-5107

## PROPOSED EMERGENCY WATER SYSTEM:

### OVERVIEW:

The intent of this agenda request is to propose a plan for providing emergency drinking water to the citizens of Pahrump in the event of a long term, wide-area (48 hours or longer) electrical power outage. It should be understood that, in such an event, no drinking water would be available to the residents of Pahrump except the water provided by standby electrical generators. Currently, some residents have small residential generators that could possibly power their own wells. There may also be commercial and government entities that have standby generators in order to keep their business running in the event of a power blackout. The dependability, power, fuel supply and suitability for pumping water of these standby generators are unknown.

It is my opinion that a long term, wide-area blackout of electrical power would be a calamity that could not be dealt with after the fact. Preparations must be complete and in place before such an even occurs for the calamity to be avoided. Therefore, it is proposed:

That a minimum of five sites that are strategically placed such that all residents can be served with a minimum of travel be selected and provided with a well, hardware for the distribution and dispensing of the required quantity of water all powered by a standby hydro-carbon fueled generator of sufficient capacity to pump 1,500 gallons of water per site, per hour for 10 hours each day of the blackout for up to 14 days without refueling and without breakdown. Minimum travel is necessary because with no electricity in the region, no motor fuel would be available to fuel long drives. Indeed, some residents might have to walk to the water site.

### GOAL:

It is the goal of this project that each of the 15,000 households in Pahrump be provided with five gallons of drinking water each day of an extended blackout for a total of 75,000 gallons of water per day.

To reach this goal, it will be necessary for the pumping and dispensing system at each of the five dispensing stations to pump 1,500 gallons of water per hour, per 10-hour day or 25 gallons per minute (1500/60). How many dispensing hydrants will be required depends on how fast five-gallon water containers can be filled per minute. If, for instance, each dispensing hydrant can fill a five gallon container in two minutes including the time required to place the container under the hydrant and remove it when filled, then ten hydrants will be required ( $5/2=2.5$ ;  $2.5 \times 10=25$ ) at each of five dispensing sites for a project total of 50 hydrants.

The water demand (25 gallons/minute) will determine the size of the well and the power requirements of the well pump which, in turn, will determine the required power output of the generator, including startup surge, without compromising the generator's dependability.

### WORK PLAN OVERVIEW:

The following is only a suggested path to successful completion of the project. Many of these tasks can be completed concurrently.

1. Coordinate with the Nye County Office of Emergency Services and the relevant state and federal agencies. Revenue sources, sites and assistance in dealing with water rights should be the major thrust of these contacts; however, other government agencies may have already undertaken this task successfully and their expertise should be solicited.
2. Dispensing sites must be selected. It is recommended that only property owned by government entities be considered initially. It is also recommended that only sites not within the service territory of a utility company be selected if excluding such territories permits strategically located dispensing sites. This will simplify access and construction at the sites and the need to deal with these private entities and, possibly, the PUC. In selecting dispensing sites, consideration should be given to the fact that each site will probably be visited by at least 3,000 persons per day many of whom will be driving and many of whom will be on foot.
3. The State Water Engineer should be consulted about this project concerning exemption from any water rights requirements because the wells will only be used in periodic brief testing or in the event of an actual, applicable disaster. The amount of water used in testing would be negligible. If the State Water Engineer balks at granting such exemptions, the Governor should be contacted without delay.

4. Consult with water well contractors to determine the needed well capacity to pump the required volume of water dependably. A pressure vessel may also have to be installed. These contractors should also be able to provide the specifications for the generators' capacity. An estimate of the cost of well drilling at each site should be obtained. It should be noted that some selected sites may already have a well of sufficient capacity to handle this project.

5. Determine from the manufacturers or distributors of standby generators, of which there are many, what generating units are available to meet the requirements of this project, their cost and an estimated cost of installation. A minimum of ten generator proposals should be obtained. A transfer switch will not be required because no electrical connection to VEA's system will be required by this system. A simple lighting system to illuminate the dispensing area should also be considered when evaluating the electrical needs of the dispensing site.

6. Prepare a plan view sketch of each dispensing site showing well, generator, dispensers, lighting, security fencing, traffic flow and the relationship of each element to the other elements at the site.

7. With site locations and plan view sketches, costs, water-rights exemptions, specifications, lists of possible vendors, sources of revenue identified and/or described, prepare a comprehensive report for consideration by the Town Board at the Board's second meeting in March, 2008 (3-25-08). If all of the above information is not available, an interim report to include a date for presentation of the final report will be made.

NOTE: After completing the above, The Board may wish to develop one site first in order to work out any bugs there might be in the plan. After the bugs have been worked out, work can commence on the remaining sites.

## AGENDA ITEM REQUEST

Requests and backup **must** be in the Town Office by **3:00 p.m. Monday** of the week **preceding the Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the Bob Ruud Community Center.

SUBMITTED January 3, 2008

BOARD MEETING January 8, 2008

ACTION REQUIRED: Discussion and Decision

ITEM FOR CONSIDERATION: *Loan Policy and application on the National Museum of the United States Air Force Static Display Program. Commissioner Hollis/Town Manager*

BRIEF SUMMARY: *Item #14.*

*This item was tabled by the Town Board for discussion with Chairman Hollis. He asked that this item be re-agendized and it is anticipated he will be in attendance to discuss the project and answer any questions.*

TOWN MANAGER RECOMMENDATION: *None at this time.*

BACK UP ATTACHED: YES

SPONSOR: *Town Manager*

PRESENTER(s): *Chairman Hollis*

David Richards, Town Manager

Town Manager 

400 N. SR 160 Pahrump, NV 89060

775-727-5107

## AGENDA ITEM REQUEST

Requests and backup **must** be in the Town Office by **3:00 p.m. Monday** of the week **preceding the Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the Bob Ruud Community Center.

SUBMITTED December 5, 2007

MEETING December 11, 2007

ACTION REQUIRED: Discussion and Decision

ITEM FOR CONSIDERATION: ***A Loan Policy and application to the National Museum of the United States Air Force Static Display Program.***

BRIEF SUMMARY: ***Item #14.***

***Commissioner Hollis has requested approval to acquire an historic aerospace vehicle from the National Museum of the US Air Force (NMUSAF) for display in the Town of Pahrump. NMUSAF has provided a copy of the loan policy, and agreement with applicable attachments. The Town is qualified to make the application and enter into an agreement for this purpose. A display site has of yet not been determined.***

***TOWN MANAGER RECOMMENDATION: Approve Loan Policy and application to the National Museum of the United States Air Force Static Display Program on Town property at a site yet to be determined.***

BACK UP ATTACHED: YES

SPONSOR: ***Commissioner Hollis/Town Manager***

PRESENTER(s): ***Commissioner Hollis/Town Manager***

David Richards, Town Manager

Town Manager 

400 N. SR 160 Pahrump, NV 89060

775-727-5107

## LOAN POLICY ON THE USAF STATIC DISPLAY PROGRAM

### 1. Purpose

a. The National Museum of the United States Air Force (NMUSAF) Static Display Program has two goals: first, to bring United States Air Force (USAF) history a wider audience and secondly, to assist organizations qualified under Title 10 USC § 2572, in fostering a deeper appreciation and interest in aerospace history, education, and technology as well as memorializing the accomplishments of American Airmen.

b. The NMUSAF has been delegated the authority and responsibility by the Secretary of the Air Force to carry out the provisions of Title 10 USC § 2572 Sections (a) (1, 2, 5, 6, and 7), regarding the loan of Air Force property to legally qualified organizations (Attachment 1).

2. Policy: This policy outlines the application and qualification process and the responsibilities involved. Further, it sets forth eligibility criteria for the loan property, the material that can be made available and the qualification requirements under the law, Department of Defense Instructions, Department of Defense Manuals, Air Force Instructions, and Air Force Manuals.

3. Eligibility: The following organizations are eligible to apply for loans USAF property from the NMUSAF under this policy:

a. A municipal corporation, county, or other political subdivision of a State. [10 USC § 2572 (a)(1)]

b. A servicemen's monument association. [10 USC § 2572 (a)(2)]

c. A post of the Veterans of Foreign Wars of the United States or of the American Legion or a unit of any other recognized war veterans association. [10 USC § 2572 (a)(5)]

d. A local or national unit of any war veterans' association of a foreign nation which is recognized by the national government of that nation (or by the government of one of the principal political subdivisions of that nation). [10 USC § 2572 (a)(6)]

e. A post of the Sons of Veterans Reserve. [10 USC § 2572 (a)(7)]

### 4. Availability of Property

Property is made available for loan only after the needs of official military requestors are met. The NMUSAF will maintain a suspense file of requests for aerospace vehicles. Loans will be based on availability and date of request. Borrowers will be limited to three aerospace vehicles for static display. If a borrower desires more than three aerospace vehicles, a waiver from the NMUSAF must be obtained for each additional aerospace vehicle. In an effort to provide equitable distribution of the limited assets, the NMUSAF will give priority consideration to qualified first time applicants.

## 5. Loan Conditions

a. All historical property is made available on an "as is-where is" basis. The borrower is responsible for all arrangements and, in accordance with 10 USC § 2572, is required to pay all costs, charges and expenses related incident to the loan of this property, including the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, transportation, and all other actions incidental to the movement and set up of loaned property to the borrower's location. Further, each borrower will bear continuing monetary responsibilities to include insurance coverage, significant maintenance cost that include periodic painting, repair of damage, day-to-day care as per the terms of the Loan Agreement.

b. Loaned property shall be used for static display purposes only and will not be treated as toys or substitutes for playground equipment. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). No parts will be removed from loaned property for operational usage in any airworthy aerospace vehicle. Failure to observe this condition will result in the immediate repossession of the loaned property by the NMUSAF, at the requestor's expense, and possible criminal prosecution.

6. Qualification Requirements: The organizational qualifications specified in this document are those requirements set forth in Department of Defense Manual 4160.21-M. Final determination will be made by the Headquarters, Air Force Materiel Command Law Office based on the submission of documented proof of status by the organization.

## 7. Application

An individual authorized to obligate the organization must sign the application requesting loan of aerospace vehicles. Municipal corporation requests must be signed by the highest elected or appointed official, i.e. mayor, city manager. County, or association requests must be signed by the President/Chairman of the Board. Veterans' organization requests must be signed by the Post Commander. Applications must be submitted to:

National Museum of the United States Air Force  
ATTN: United States Air Force Static Display Program  
1100 Spaatz Street  
Wright-Patterson AFB OH 45433-7102

a. **Municipal corporations, county, or other political subdivision of a State**, must submit the following:

(1) A letter on official letterhead containing the following:

(a) Specific type of aerospace vehicle desired, (F-4, T-33, etc.).

(b) A statement of the proposed use to be made of the aerospace vehicle and where it will be located.

(c) A statement acknowledging that all costs associated with the loan, demilitarization, hazardous material removal, movement, setup and maintenance of the display are the responsibility of the borrower.

5. Proof of incorporation from the State. Provide a copy of the Act of Legislation from the State incorporating the municipality, county, etc.

6. Photographs of the proposed site.

b. **Veterans' Organizations**, must submit the following:

(1) A letter on official letterhead containing the following:

(a) Specific type of aerospace vehicle desired, (F-4, T-33, etc.).

(b) A statement of the proposed use to be made of the aerospace vehicle and where it will be located.

(c) A statement acknowledging that all costs associated with the loan, demilitarization, hazardous material removal, movement, setup and maintenance of the display are the responsibility of the borrower.

(d) A statement acknowledging the fact that the veterans' organization is composed of personnel honorably discharged from the service.

(e) Total current active membership.

(f) A statement outlining the purpose of the association.

(2) Provide the written approval of their National Headquarters.

(3) Provide a citation to, or a copy of, act granting charter or recognition as bona fide veterans' organization from the State.

(4) Provide the names, titles, addresses and phone number of all current officers.

(5) Provide a copy of the latest end of year or year to date financial statement.

(6) Provide a copy of the Constitution or charter of the association.

(7) Provide a copy of the By-laws of the association.

(8) Provide a copy of the IRS tax-exempt determination.

(9) Provide a copy of the latest IRS Form 990 (including all schedules).

9. Responsibilities and Care Requirements:

a. Detailed responsibilities and care requirements are contained in the sample loan agreement with Attachments 1, 2 and 3. (Attachment 2)

b. Any loaned property must be restored and/or maintained to reflect favorable on the USAF.

c. Potential borrowers should recognize that in accepting an item for display, particularly an aerospace vehicle, they incur a significant maintenance responsibility including (but not limited to) annual upkeep, periodic painting, repair of damage, day-to-day care, clean up. These responsibilities collectively impose a cost to the borrower that must be considered when the request is submitted. If a borrower is located in a harsh environment (i.e. salt air) and the request proposes exterior display, the conditions of the aerospace vehicle may be unduly affected thus necessitating diligent monitoring by the NMUSAF.

#### 10. Insurance

The borrower must provide proof of insurance to cover the repair or replacement of any loaned property. Proof of insurance and any renewals will be forwarded to the NMUSAF. The Borrower will bear full financial liability for the loss or damage of any loaned property resulting from negligence, misconduct, or willful violation of the loan terms. Should loaned property incur catastrophic damage as a result of circumstances beyond the Borrower's control, (i.e. tornado, hurricane, flood, etc.) the Borrower will be responsible for all cleanup and removal to the location designated by the NMUSAF.

#### 11. Failure to Maintain Standards

The failure of the Borrower to observe any of the conditions set forth in the Loan Agreement and Attachments 1, 2 and 3 shall be sufficient cause for the lender to repossess the loaned property. Repossession of all or any part of the loaned property by the Lender shall be made at no cost or expense to the Government; the Borrower shall defray all demilitarization, maintenance, freight, storage, crating, handling, transportation and other charges attributable to such repossession.

#### 12. References

The requirements listed herein have been developed in accordance with the following directives: Title 10 United States Code, Section 2572; Department of Defense 4160.21-M; Air Force Manual 23-110, Volume 6; Air Force Instruction 84-103, Loan Agreement and Attachments.

#### 13. Summary

In summary, the NMUSAF is pleased to cooperate with qualified organization within the limits of the governing statute and federal regulations. Our goal is to maximize the exposure of aerospace vehicle held in the static display program for the general public while ensuring their care, security, and proper display in a professional manner.

Please direct any questions to the Plans and Programs Division at (937) 255-5174 Ext. 370.

//signed//

CHARLES D. METCALF  
Major General, USAF (Ret)  
Director

Attachments:

1. Excerpt Title 10 USC § 2572
2. Loan Agreement w/Attachments

## **§ 2572. Documents, historical artifacts, and condemned or obsolete combat materiel: loan, gift, or exchange**

*Release date: 2004-03-18*

(a) The Secretary concerned may lend or give items described in subsection (c) that are not needed by the military department concerned (or by the Coast Guard, in the case of the Secretary of Homeland Security), to any of the following:

- (1) A municipal corporation, county, or other political subdivision of a State.
- (2) A servicemen's monument association.
- (3) A museum, historical society, or historical institution of a State or a foreign nation or a nonprofit military aviation heritage foundation or association incorporated in a State.
- (4) An incorporated museum or memorial that is operated and maintained for educational purposes only and the charter of which denies it the right to operate for profit.
- (5) A post of the Veterans of Foreign Wars of the United States or of the American Legion or a unit of any other recognized war veterans' association.
- (6) A local or national unit of any war veterans' association of a foreign nation which is recognized by the national government of that nation (or by the government of one of the principal political subdivisions of that nation).
- (7) A post of the Sons of Veterans Reserve.

(b)

(1) Subject to paragraph (2), the Secretary concerned may exchange items described in subsection (c) that are not needed by the armed forces for any of the following items or services if such items or services directly benefit the historical collection of the armed forces:

- (A) Similar items held by any individual, organization, institution, agency, or nation.
- (B) Conservation supplies, equipment, facilities, or systems.
- (C) Search, salvage, or transportation services.
- (D) Restoration, conservation, or preservation services.
- (E) Educational programs.

(2) The Secretary concerned may not make an exchange under paragraph (1) unless the monetary value of property transferred, or services provided, to the United States under the exchange is not less than the value of the property transferred by the United States. The Secretary concerned may waive the limitation in the preceding sentence in the case of an exchange of property for property in any case in which the Secretary determines that the item to be received by the United States in the exchange will significantly enhance the historical collection of the property administered by the Secretary.

(c) This section applies to the following types of property held by a military department or the Coast Guard: books, manuscripts, works of art, historical artifacts, drawings, plans, models, and condemned or obsolete combat materiel.

(d)

(1) A loan or gift made under this section shall be subject to regulations prescribed by the Secretary concerned and to regulations under section 121 of title 40.

(2)

(A) Except as provided in subparagraph (B), the United States may not incur any expense in connection with a loan or gift under subsection (a).

(B) The Secretary concerned may, without cost to the recipient, demilitarize, prepare, and transport in the continental United States for donation to a recognized war veterans' association an item authorized to be donated under this section if the Secretary determines the demilitarization, preparation, and transportation can be accomplished as a training mission without additional budgetary requirements for the unit involved.

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)  
STATIC DISPLAY PROGRAM

2007 LOAN AGREEMENT, SDXXXX

**1.0. Parties.** Pursuant to Public Law 80-421 [10 U.S.C. 2572], by this agreement, effective as of EFFECTIVE DATE between the United States of America, hereinafter called "the Government," represented by the United States Air Force Heritage Program (USAFHP), hereinafter called "the Lender," and, ORGANIZATION NAME hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of NAME OF STATE and located at NAME OF CITY. The Government hereby establishes with the Borrower a loan agreement for U.S. Air Force (USAF) historical property for the period commencing EFFECTIVE DATE and ending 31 March 2008. This agreement is not transferable.

**2.0. Borrower Obligations/Costs.** The Borrower has applied, in writing, for the loan of USAF historical property, and hereby agrees to accept it on an "as is, where is" basis, to be responsible for all arrangements and, in accordance with 10 USC 2572, is required to pay all costs, charges and expenses incident to the loan of this property, including the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, transportation, and all other actions incidental to the movement of the loaned property to the Borrower's location.

**3.0. Loan Conditions.**

**3.1.** The Borrower agrees that the property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The borrower shall not remove any parts from loaned aircraft for operational usage in any airworthy aerospace vehicle. Public access to the interior of loaned aircraft (cockpit, cargo areas, etc.) is prohibited for reasons of aircraft preservation and public safety.

**3.2.** Due to the criticality of parts in the operational inventory, there may be occasions, after the flying units have exhausted all other sources in the USAF Supply System, that parts may be requested from the NMUSAF by the System Program Director (SPD) to support operational requirements. Such parts are internal in nature and removal or replacement does not alter the external aesthetic appearance of the aerospace vehicle. All such requests for parts removal will be forwarded to the NMUSAF for approval.

**3.3.** The Borrower shall not part with possession of the property or any component of the property in any manner to any third party either directly or indirectly; and the Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in all or part; and the Borrower shall not do or suffer anything to be done whereby any of the property shall or may be relocated, lost, stolen, injured or destroyed.

**3.4.** The Borrower agrees to use the loaned property in a careful and prudent manner; not, without prior permission of the Lender, to modify it in any way which would alter the original form, design, or the historical significance of said property, to perform routine maintenance so as not to reflect discredit on the Lender; and to display and protect it in accordance with the instructions set forth in Attachments 1, 2 and 3 which are incorporated herewith and made part of this Loan Agreement.

**3.5.** The Borrower agrees that any authorized additions, modifications or alterations to the property would become part of said property and upon termination of this Loan Agreement or recall of the property, will be repossessed as part of said property.

**4.0. Use as Security, Sale or Lease.** The Borrower agrees not to use the loaned property as security for any loan, not to sell, lease, rent, lend, or exchange the property for monetary gain or otherwise under any circumstances without the prior written approval of the Lender.

**5.0. Professional Photography.** The Borrower shall not make or allow the use of the loaned property in any manner for still or motion video production without prior written approval.

**6.0. Incident Reporting.** The Borrower shall within one (1) working day of discovery, notify the NMUSAF of any instance of loss, damage or destruction of the property.

**7.0. Title.** The Borrower shall obtain no interest in the loaned property by reason of this agreement and title shall remain in the Lender at all times.

**8.0. Receipt, Custody & Liability.**

**8.1.** This agreement shall be executed prior to the Borrower accepting physical custody of the property.

**8.2.** The Borrower agrees to receipt to the Lender prior to assuming physical custody and to accept liability upon assuming physical custody of the property, to place it on exhibit within ninety (90) days, or as otherwise mutually agreed upon.

**9.0. Borrowers Responsibilities.**

**9.1.** The Borrower agrees to indemnify, save harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the loan property.

**9.2.** The Borrower will bear full financial liability for the loss or damage of USAF historical property resulting from negligence, misconduct, or willful violation of the terms of this agreement. The Borrower further agrees that, at the discretion of the Director, NMUSAF, loaned property that has been irreparably damaged, destroyed or stolen may be either replaced with an historical aerospace item of equal value or provide to the Lender monetary reimbursement for the value of the loaned property. Should loaned property have catastrophic damage beyond the Borrower's control, (i.e. tornado, hurricane, flood, etc.) the Borrower will be responsible for all cleanup and removal to the location designated by the NMUSAF.

**9.3.** The Borrower agrees to report as requested to the Lender on the condition and location of the property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Loan Agreement.

**9.4.** The Borrower agrees to return said property to the Lender on termination of this Loan Agreement or earlier, if it is determined that the property is no longer required, at no expense to the Lender.

**10.0. Initial Loan Agreement Requirements.**

**10.1.** The Borrower agrees to furnish the Lender with standard 3 x 5 or 4 x 6, 35mm color prints or digital images of the loaned property within thirty (30) days of the *initial execution of this agreement*. The accession number of the item will be clearly marked on the back of the print. If providing digital images, the image file name must be the accession number for that item. For aircraft and ballistic missiles, prints or digital images will include views showing all external surfaces including serial number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload

compartments, wheel wells, and bomb bays. Insure the M/D/S (model, design, series), serial number, and NMUSAF accession number is clearly marked on the back of each print. (If an aircraft or missile has been repainted to represent another airframe, label the print with the actual tail number as shown on the DD Form 1149 for that airframe.) Prints or digital images for all other artifacts will be of sufficient detail to insure positive identification of each object.

10.2. The Borrower agrees to furnish the Lender proof of insurance to include name of carrier, limits of liability, and period of coverage (copy of binder).

#### 11.0. Annual Loan Renewal Requirements.

11.1. The Borrower agrees to furnish the Lender with standard 3 x 5 or 4 x 6, 35 mm color prints or digital images of the loaned property. The accession number of the item will be clearly marked on the back of the print. If providing digital images, the image name must be the accession number for that item. Prints or digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and serial number of the airframe. Insure the M/D/S (model, design, series), serial number on all aerospace vehicles, and NMUSAF accession number is clearly marked on the back of each print. (If an aircraft or missile has been repainted to represent another airframe, label the print with the actual tail number as shown on the DD Form 1149 for that airframe.) Prints or digital images for all other artifacts will be of sufficient detail to insure positive identification of each object.

11.2. The Borrower agrees to furnish a copy of the most recent annual financial statements and a complete IRS Form 990 (or Form 990-EZ or Form 990-PF), including all schedules.

11.3. The Borrower agrees to furnish the Lender proof of insurance to include name of carrier, limits of liability, and period of coverage (copy of binder).

11.4. The Borrower agrees to furnish the Lender with a signed inventory.

#### 12.0. Display/Maintenance Requirements.

12.1. No aircraft will be renovated, reconfigured, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval of the Director, NMUSAF.

12.2. The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. If the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

"The   (item)   on display is actually   (nomenclature)  , Serial No.           , but painted and marked to depict   (nomenclature)  , Serial No.           , assigned to the   (unit and/or person)   in   (location or theater)   during   (year)  ".

12.3. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

12.4. For aircraft on which the serial number has been altered for display purposes with prior written approval, the model, design and series (i.e. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

12.5. All record keeping will reflect the true serial number.

### 13.0. Radioactive Components.

13.1. Completion of Section 2 of Air Force Form 3580, (USAF Museum Aerospace Vehicle Static Display Acceptance Condition and Safety Certificate), or comparable certification indicating that a complete radioactive material survey has been accomplished shall be included in the official file.

13.2 In accordance with Attachment I, (National Museum of the United States Air Force Loan and Static Display Program), if radioactive items are found reinstalled during later inspections, the borrowing organization will pay the cost of removal of the radioactive items and any decontamination required.

### 14.0. Loan Termination.

14.1. The failure of the Borrower to observe any of the conditions set forth in this Loan Agreement and Attachments 1, 2 and 3 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the loaned property. Repossession of all or any part of the loaned property by the Lender shall be made at no cost or expense to the Government; the Borrower shall defray all maintenance, freight, storage, crating, handling, transportation and other charges attributable to such repossession.

14.2. In the event the loan is terminated for cause, the provisions of this agreement will remain in effect until all borrowed property has been relocated.

14.3. Termination of the loan and subsequent repossession of all or any part of the loaned property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the loaned property.

14.4. The Lender reserves the right not to renew the loan agreement, in all or part, and to recall the property if required by the Lender to meet the requirements of the NMUSAF, Wright-Patterson AFB, OH or other military requirements. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the property from the Borrower's site will be accomplished at the Lender's expense.

15.0. **Dispute Resolution.** In the event a dispute arises between the parties over the terms of this loan agreement reasonable attempts will be undertaken to resolve the matter through negotiation between agents appointed, in writing, by the parties. In the further event that negotiations fail to reach a resolution the parties agree that federal law will apply and the Federal District Court for the Southern District of Ohio, at Dayton, Ohio, will have exclusive jurisdiction over such matters.

Executed on behalf of the Lender this DATE Day of MONTH, 2007 at Wright-Patterson AFB OH.

UNITED STATES OF AMERICA

By: PATRICIA A. OCHS  
Title: Static Display Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUX  
1100 Spaatz St  
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-5174, ext. 370      Fax Number: (937) 656-4340

Email: patricia.ochs@wpafb.af.mil

ACCEPTANCE

The Borrower, through its authorized representative hereby accepts responsibility of the loaned property subject to the terms and conditions contained in the Loan Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law.

Executed on behalf of the Borrower this \_\_\_\_\_ day of \_\_\_\_\_ 2007, at \_\_\_\_\_.

\_\_\_\_\_  
(Name of Borrower/Organization)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name & Title)

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

## ATTACHMENT 1

### NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

### INSTRUCTIONS FOR PREPARATION AND MAINTENANCE OF AEROSPACE VEHICLES

#### SECTION A - GENERAL

##### A. Information:

1. This instruction covers the requirements for the preservation and preparation of aircraft for static display purposes by an organization borrowing an aerospace vehicle from the National Museum of the United States Air Force (NMUSAF).
2. These requirements are designed to return and/or maintain the aerospace vehicle in as near original configuration as possible and to render them suitable for display.
3. Generally, all reconditioning, repairing, and refinishing will be accomplished in accordance with current Air Force directives and instructions and in a manner that would not modify it in any way, thereby altering the original form, design, or the historical significance of, said property. Deviations from this standard must be requested in writing and approved by NMUSAF.

##### B. Security Requirements:

1. The aerospace vehicle on display and undergoing preparation for display shall be kept secure from unsupervised personnel. The aerospace vehicle will be maintained with sufficient security to insure that it is protected from vandalism and theft or unauthorized removal of components.
2. Any theft or unauthorized removal of components shall be immediately reported to the local law enforcement agency and by the next working day to NMUSAF. This must be followed by a report of the investigation of the incident within 30 days.
3. All canopies, doors, access hatches, and access plates, except for one entrance door, will be permanently sealed shut by any of the following methods to prevent unauthorized entry:
  - a. Bolting through the hatch to internal crossbars placed across the opening. These can be fabricated from sturdy steel strapping or channel iron.
  - b. Riveting the door securely to the jamb section.

c. Attaching hasps internally and securing with inside padlock.

d. Whatever method is employed to secure doors and access hatches, the crevices remaining will be filled with caulking compound or elastic putty to prevent internal damage from rain, snow, dust and ice. A hasp welded or riveted in place must secure the access door that is not permanently sealed. Multiple locks (two or three) are preferable, each with separate key or combination. This technique will reduce the possibility of unauthorized access but will provide emergency entrance for authorized personnel.

### **C. Maintenance Records:**

1. Whenever items are permanently removed, the removal and disposition of such items shall be annotated on a maintenance log or AF Form 3581, (available from NMUSAF).

2. All work items that are accomplished shall be listed and signed off on a maintenance log.

3. Utilizing the maintenance log, a detailed accounting will be maintained by the borrower of all items removed or installed with the date of installation/removal and the name of the individual accomplishing the work.

4. Copies of all maintenance records must be returned to NMUSAF with the annual loan renewal process for preservation.

### **D. References:**

The work requirements listed herein have been developed in accordance with the following directives: AFM 23-110, Vol. VI, TO 00-20-1, Defense Disposal Manual 67-4, AFI 84-103, and applicable maintenance technical orders.

## **SECTION B - REQUIREMENTS**

### **A. Demilitarize All Armament Systems and Explosive Material:**

1. Disarm all systems in accordance with the applicable Aircraft Technical Orders and certify action on AF Form 3580, (or later equivalents). Warning: Disarming must be accomplished by a fully qualified USAF ordnance systems specialist. Documentation of these actions must be sent to NMUSAF. (If applicable)

2. Aerospace vehicles intended for outdoor display must have all weapons under 30mm (machine guns, cannons) removed. Only simulated weapons may be used. No weapons of any type may be loaned to non Department of Defense (DoD) organizations.

### **B. Prepare Power plant for Permanent Storage:**

1. Prepare engines for permanent storage. (If applicable)
2. Disconnect and drain all water and oil lines, tanks, valves, and pumps. Reconnect lines and reinstall plugs after draining. (If applicable)
3. Clean excess oil and grease from exterior components of engines. (If applicable)
4. Check power plant cowling for corrosion and damage. Repair and refinish as necessary for display.
5. Install intake and exhaust protective covers. Standard covers may be used if available, or suitable substitutes.
6. Clean and preserve propeller domes.
7. Clean deicer shoes and apply corrosion preventative compound.
8. Clean and check metal components of propellers for corrosion. Treat any affected areas and refinish to standard configuration.

**C. Defuel and Purge Fuel Systems:**

1. Defuel and purge all fuel tanks and check for safety with a combustible gas indicator.
2. Disconnect and drain all fuel lines, valves, sumps, pumps, etc. Reconnect lines after purging.
3. Spray or seal fuel tanks with a corrosion preventive compound.
4. Drain water injection systems and deicing fluids whenever found.

**D. Prepare Landing Gear:**

1. Release high-pressure air from all landing gear shock struts.
2. Clean and preserve strut.
3. Clean all wheels and other landing gear components.
4. Check and remove corrosion. Repaint to standard configuration.
5. Check all tires for excessive wear and adjust pressure as required.
6. Secure all retractable landing gear in the down position with positive locking devices.

#### **E. Prepare Hydraulic Systems:**

1. Dissipate hydraulic system pressure and release air from hydraulic accumulators. (If applicable)
2. Disconnect and drain all hydraulic lines, reservoirs, valves and pumps. Reconnect and reinstall drain plugs after draining. (If applicable)
3. Clean all exposed finished surfaces of actuating rods, hydraulic cylinders, locks, and valves. Other hydraulic equipment will be cleaned and coated with corrosion preventative compound.

#### **F. Prepare Oxygen Systems**

1. Release oxygen, both gaseous and liquid, from all systems. (If applicable)
2. Stow all oxygen masks, bottles, and hoses. Remove all oxygen masks from aerospace vehicles displayed outside and store in a secure area conducive to preservation.
3. Install dust plugs in filler valves and recharge hoses.

#### **G. Prepare Electrical Systems:**

1. Remove aerospace vehicle batteries and turn in to battery shop, DRMO, or other authorized organization, or as locally required. (If applicable)
2. Remove dry cell batteries from frequency meters and other equipment. (If applicable)
3. Pull all circuit breakers only if of the non-radioactive (white plastic shank) type. Contact NMUSAF for a radiation survey of circuit breakers if in question, and for assistance with problems. Do not pull radioactive circuit breakers open, as deteriorated radium paint may be scattered in the process to create a possible hazard.
4. Cover all battery vent hole openings.

#### **H. Prepare Electronic Systems:**

1. Leave all electronic equipment that is not reclaimed installed on the aerospace vehicle.
2. Coat exposed metal whip antennas and mechanical items with a corrosion preventative compound.
3. Stow all connectors from equipment that has been removed.

### **I. Miscellaneous Utilities:**

1. Remove bottles from all fire extinguisher systems, dissipate and reinstall. Caution: Insure all chemicals are disposed of in accordance with established State environmental policies.
2. Drain and clean entire drinking water system. (If applicable)
3. Drain, clean, and reinstall coffee jugs and water jugs. (If applicable)

### **J. Prepare Airframe:**

1. Check airframe for corrosion and treat affected areas.
2. Clean all debris and foreign material from interior of fuselage.
3. Check airframe for external damage and repair.
4. Cover all openings that will allow the entrance of water or other foreign matter that may have a corrosive or other deteriorating effect. Use standard covers if available, or suitable substitutes. Additional protection may be incorporated for aerospace vehicles placed in outside storage.
5. Check all fuselage, wing, and empennage drain holes for obstructions. Outside storage or display may necessitate additional drain holes to ensure proper drainage. Drain holes should be periodically probed to insure they are not obstructed.
6. Clean and treat lavatory and relief facilities. (If applicable)
7. Check all astrodomes and plastic panels for crazing and damage, repair and/or replace as necessary. Clean all plastic panels thoroughly with soap and water.
8. Inspect for water trapped in lower portions of fuselage. If water is present comply with instructions contained in applicable technical order for removal and correction.

### **K. Prepare Control Surfaces:**

1. Check all metal control surfaces for corrosion and treat-affected areas.
2. Check all control surfaces for external damage and repair areas as necessary for display purposes.
3. Inspect all fabric-covered control surfaces, repair or recover as necessary.

4. Check all control surfaces, attaching mechanisms for loose rivets and/or sheared bolts and make necessary repairs.

5. Secure all moveable surfaces in a neutral position with positive locking devices.

#### **L. Radiation Safety:**

1. Completion of radiation survey will be verified by NMUSAF prior to physical transfer of aerospace vehicle.

2. Interior of aircraft must be secured and all access prevented until radiation survey is completed. No restoration activity inside or outside the aircraft will be permitted until the radiation survey is completed.

3. Survey of aircraft displayed at non-DoD organization will be accomplished by the NMUSAF Radiation Safety Officer or an authorized USAF representative annotated on an AF Form 3583.

4. No radioactive components will be reinstalled by the borrowing organization. If radioactive items are found reinstalled during later inspections, the borrowing organization will pay the cost of removal of the radioactive items and any decontamination required.

#### **M. Final Preparation:**

1. Entire aircraft cleaned and refinished as required.

2. Secure aircraft by attaching tie down restraints to surface attaching points and to a major structural part of the item. Tie down restraints, including surface attaching points, should be of sufficient strength to withstand the expected wind condition for the locality.

3. Place aerospace vehicle on surface concrete or asphalt of sufficient strength to support its weight. This will not apply if the recipient, with the written permission of the NMUSAF, has mounted the aerospace vehicle on a pylon attached to the aerospace vehicles structural members.

4. Aerospace vehicles inside or outside that are normally supported on pneumatic tires must be placed on display stands of sufficient height to provide approximately 1" clearance between the tire and the display surface, tires should be inflated and or checked to maintain normal tire shape, or tires must be filled with a permanent tire filling compound which will maintain their inflated shape and support the weight of the item for the life of the casing.

5. Remove all antenna wires that could serve as a bird roost.

6. Install bird proofing on all aerospace vehicle openings, including intake and exhaust covers.

7. Flag or cover all protruding objects of a hazardous nature.

**N. Coordination:**

1. Deviation from the procedures outlined in this attachment must be requested in writing and require written approval prior to deviation.

2. No aerospace vehicle will be renovated, reconfigured, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

02/04/05

## ATTACHMENT 2

### NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

#### INSTRUCTIONS FOR THE CARE OF ARTIFACTS

##### **A. Information:**

1. These general guidelines are provided to fulfill the NMUSAF's obligation to ensure the preservation of the collection, and to define the responsibilities of organizations that retain historic property for display.

2. Under normal circumstances, objects will not be made available from the NMUSAF unless the basic measures for preservation and conservation listed below have already been accomplished. However, regardless of the state of preservation at the time of receipt, an assessment must be made and all appropriate measures taken to insure continued preservation of historical property. All items must be properly prepared for preservation, placed in a safe environment, inspected periodically, and preserved when necessary.

**B. Damage Threats to Artifacts:** The threats of damage or deterioration to artifacts generally come from four sources:

1. People -- The greatest threat to the continued survival of an artifact comes from people. This is a result of mishandling the artifact resulting in mechanical breakage, soiling from unprotected hands (fingerprints), improper cleaning methods and incorrect attempts at preservation or repairs (making it 'look' better). Unfortunately, theft must also be included in this category.

2. Light -- Light, a form of radiation, is damaging to many materials, especially fabrics. This damage is first observed as the fading of colors followed, ultimately, by the breakage of fabric fibers. The most harmful portion of the light spectrum is the ultra-violet (UV). The most common source Lumen is preferable. Protecting from UV is accomplished by avoidance or of UV radiation is natural sunlight and florescent tube lighting. Normal incandescent lighting is low in UV radiation. Protection from UV is accomplished by avoidance or shielding.

a. All historical property on loan from the NMUSAF that is on interior exhibit will not be exposed to light level from any source, which exceeds 200 lux or 20 foot-candles. The acceptable level for most museum objects falls between 50 and 200 lux or 5 and 20 foot-candles. Sensitive objects, such as artwork, color/black and white photographs, and textiles should have their intensity levels adjusted downward toward lower limits and/or limited exposure time. (Remember, there is a reciprocity law between intensity (lux) and time of exposure: 10 hours of

exposure @ 50 lux has the same damaging effects a 1 hour @ 500 lux). Therein lies the reasoning behind either lowering the intensity of the source or limiting the time of exposure.

b. The most harmful portion of the light spectrum is the ultra-violet (UV). The most common source of UV radiation is natural sunlight and fluorescent tube lighting. Normal incandescent lighting is low in UV radiation. UV level is measured in Microwatts per Lumen using the Crawford Light Meter. The acceptable UV level for historical property on loan from the NMUSAF for interior exhibit will not exceed 75 MW per Lumen. Levels below 25 MW per Lumen are preferable. Protection for UV is accomplished by avoidance or shielding. Shielding of UV producing light sources, such as direct or diffused sunlight and all fluorescent lighting, requires UF Plexiglas or solar screen UV filtering sleeves, which slide onto fluorescent tubes. Two grades of UV protection are commonly available in sheet Plexiglas: U/F 3, which blocks UV at around 400 nm, and U/F 5, which block UV from about 375 nm to 400 nm. U/F 5 is preferable, due to its greater range of protection. All UV filtering media have a life span of about 10 years, after which they must be changed to maintain their effectiveness.

3. Environment -- The most common environmental threats are normally associated with heat and humidity. Ideally, an artifact is both stored and displayed in a constant heat of 68 degrees and 50% humidity. Of the two, humidity is the most destructive. Rapid changes in humidity, accelerated and exaggerated by temperature changes are the most destructive and to be avoided. Excessive heat in displays are usually associated with improper use of incandescent lights (low in UV but high in radiated heat). Excessive heat and/or humidity also create a more favorable environment for the growth of molds and fungus as well as rust/corrosion. Also an environmental consideration would be chemical contamination of the environment. Examples of this would be the fuming of formaldehydes from unsealed plywood or the contact of artifacts with 'normal' paper products which all have a high acid content.

4. Animal/Insect -- The ideal environment for the preservation of artifacts unfortunately also becomes the ideal environment for animal and insect life. Both forms are can be highly destructive. The first line of defense is the cleanliness of the materials and mechanical barriers for entrance. Close and frequent inspections will provide early detection of such life. If and when detected remember many of the methods of elimination are also destructive to artifacts.

**C. General Guidelines for all Artifacts:** Since the collection is comprised of objects of practically every material or combination of materials it is best to prescribe their treatment and care in general terms.

1. All artifacts must be protected from harmful exposure and maintained in as stable and environment as possible. Preservative treatments and mounting methods will vary with each item depending on its material(s), condition, and display attitude. The following are some important rules:

a. Never perform a preservation treatment to an item that is irreversible. (For example, a clear humidity sealcoat can be removed from a steel weapon, but not from a leather holster).

b. Never modify an object in such a way as to alter or compromise its integrity, authenticity or uniqueness. Retain its natural characteristics. (For example, to mount a uniform, do not drill holes through it or hang it on unpadded hangers. Install handling brackets or a cradle to support it in the desired attitude without defacement. Objects such as aircraft instruments can be mounted by removing an existing machine screw to provide the required mounting hole rather than drilling a new one. But save the removed screw).

c. Provide appropriate physical security against vandalism or outright theft through the use of locked or sealed display cases. Security should be commensurate with the object value. (For example, a gold World War I pilot's badge requires far more protection than a nickel-chrome plated 1950 vintage pilot's wings.)

2. If you are in doubt about a proposed object's treatment or preparation for display, don't do anything. Contact the National Museum of the United States Air Force Conservator for guidance or assistance.

**D. Preservation of Organic Objects:** (Wood, leather, bone, ivory, wool, cotton, silk & synthetics such as rayon, nylon, etc.)

1. Organic objects must be shielded from ultra-violet light, which breaks down coloring pigmentation as well as the fibers themselves. This requires shielding of any UV producing light source such as direct or diffused sunlight and all fluorescent lighting with either UF-3 Plexiglas or solar screen UV filtering sleeves which slide on to fluorescent tubes. Such products are commonly available.

2. Keep organic objects clean, dust free, infestation guarded, and in a stable, non fluctuating atmosphere - as near to 68 degrees Fahrenheit temperature and 50 percent relative humidity as possible. Severe damage can result from either extremes of high or low temperature or humidity, but it is the fluctuation between extremes that causes the most deterioration.

3. All artifacts should be handled only while wearing photo handler's/archivist's gloves.

4. In short, good housekeeping and environmental control are essential in preserving all museum objects.

**E. Preservation of Inorganic Objects:** (Metal objects, rubber, glass, porcelain, plastics, and various other synthetics.)

1. Most metal objects will oxidize, tarnish and corrode. Thus, it is important to provide protection for metal artifacts. This can be achieved by observing the guidelines for environmental control and housekeeping. Never handle metal objects with bare hands. Perspiration and acidic moisture from hands sets up conditions for rust, corrosion, etc. Bare metals should be sealed with microcrystalline wax or lacquer to deter moisture and contaminants from attacking surfaces. Rubber items should be protected from direct sunlight and ozone as those agents accelerate the deterioration of the rubber. Applying a preservative treatment (Armor

All or equivalent) to rubber items helps with their preservation and protection from light and ozone.

2. As with organic objects, proper environmental control and good housekeeping are essential to preserving inorganic objects.

3. If any problems are encountered in obtaining conservation supplies, contact the Conservator at NMUSAF. A list of suppliers will be provided.

**F. Conservation:** Adherence to the guidelines for preservation of objects will go a long way to insure their longevity. In rare instances, some conservation measures may be needed. Guidance will be made available in those cases where conservation measures are deemed necessary. If unsure of proper procedures, conservation should be left to a trained conservator. Never do anything to an object which is not reversible. Again, if unsure, do not attempt to treat an object.

**G. Storage:** Proper storage of organic objects involves many of the procedures for the preservation of those objects. Environmental control, good housekeeping and periodic inspections are essential to the proper storage of organic objects. Leathers and textiles shall be stored flat when possible and laid out on acid free tissue paper. If leathers or textiles are hung, they should be hung on well padded hangers and covered in 100% natural cotton bags tied off at the bottom. Storage on shelves shall be loose with no piling or stacking of objects and all shelving covered with acid free tissue. If shelving is wood, it shall be sealed with shellac to deter transfer of acid from wood to artifacts. Cabinets are preferable to open storage as they discourage theft, dust, and insect problems. All organic objects shall be stored in the above manner.

**H. Handling:** All objects shall be handled only while wearing cotton, nylon, or latex (unpowdered) gloves. Two hands should be used to handle or carry objects to reduce risk of dropping. Carry only one object at a time using both hands.

**I. Display:** Displaying an object can be very detrimental if not done properly. Cases should be designed to incorporate UF-3 Plexiglas to shield objects from Ultra Violet light. Cases should be ventilated to allow air exchange but filtered to prevent entry of insects. All interior surfaces of wooden cases should be sealed with shellac. All artifacts should be buffered from acidic display materials. Never alter an artifact to fit a case or to facilitate mounting. Use slightly undersized mannequins to display uniforms. Do not force garments on to mannequins. Keep cases clean and place them in areas away from direct sun and extremes in temperature. Certain items such as original photographs and paper material such as documents and newspaper should never be displayed. Only copies of such items should be placed on display owing to the very fragile and vulnerable nature of this material.

**J. Shipping:** Experience has shown major damages to artifacts have occurred during shipping. When shipping artifacts of a small nature by parcel, special care in wrapping and padding should be made. Larger items should be crated by either supporting base transportation officers or by professional moving companies.

**K. Museum Supplies:** There are many firms specializing in products, we suggest contacting museums and libraries in your local area for other potential vendors of supplies. .

02/04/05

## ATTACHMENT 3

### NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

#### RESPONSIBILITIES

Borrowers should recognize that in accepting United States Air Force (USAF) historical property on loan for the purpose of displaying it from the NMUSAF, that they incur a significant maintenance and security responsibility as listed in the Loan Agreement; Attachment 1, "Instruction For Preparation and Maintenance of Aerospace Vehicles" and Attachment 2 "Instructions for the Care of Artifacts". Failure to have proper tie downs, repair damage, insurance coverage, perform annual upkeep, proper security requirements, fire suppression systems for loaned items housed inside buildings, proper cases, etc., may be viewed as gross negligence. While proof of ordinary versus gross negligence is generally a question of fact, and may vary from jurisdiction to jurisdiction, the failure to protect loaned property after proper direction to do so is an act of negligence and possible gross negligence.

Black's Law Dictionary, Seventh Edition defines Gross Negligence as "*a conscious, voluntary act or omission in reckless disregard of a legal duty and of the consequences to another party, who may typically recover damages*".

03/04/05

## AGENDA ITEM REQUEST

Requests and backup **must** be in the Town Office by **3:00 p.m. Monday** of the week **preceding the Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the Bob Ruud Community Center.

SUBMITTED January 3, 2008

BOARD MEETING January 8, 2008

ACTION REQUIRED: Discussion and decision

ITEM FOR CONSIDERATION: ***Approval of the Town Manager's Performance Evaluation Summary from July 1, 2006 to June 30, 2007 and consideration of a merit increase not to exceed 4%.***

BRIEF SUMMARY: ***Item #15.***

*The Town Manager's employment agreement provides for annual wage and benefit adjustments. A review of the Manager's performance was recently completed for the time period of July 2006 through June 2007, the results of which were favorable. The past practice of the Board in accordance with the Personnel Policy was to make the increase effective on my anniversary date of January 20. The attached resolution approves a 4% merit wage increase of \$4,222.40 retroactive to January 20, 2007.*

TOWN MANAGER RECOMMENDATION: *Adopt Resolution 2008-01 accepting the Town Manager's Performance Evaluation for July 2006 – June 2007 and amending the Town Manager's employment agreement to reflect a 4% merit wage increase of \$4,222.40 retroactive to January 20, 2007.*

BACK UP ATTACHED: YES

SPONSOR: *Town Manager*

PRESENTER(s): *Town Manager*

David Richards, Town Manager

Town Manager



400 N. SR 160 Pahrump, NV 89060

775-727-5107

Resolution #2008 - 01  
PAHRUMP TOWN BOARD

**A RESOLUTION AMENDING THE TOWN MANAGER'S  
EMPLOYMENT AGREEMENT**

**WHEREAS** the Town Manager's Employment Agreement provides for annual wage and benefit adjustments, and

**WHEREAS** while the Town Manager has an anniversary date of January 20, a review of the Town Manager's performance was recently completed for the time period of July 2006 through June 2007, the results of which were favorable, and

**WHEREAS** the Town of Pahrump desires to improve the compensation of the Town Manager in the form of a 4% merit increase of \$4,222.40, now

**THEREFORE BE IT RESOLVED** the Town of Pahrump accepts the performance evaluation results and approves a merit wage increase for the Town Manager in the amount of 4% or \$4,222.40, retro-active to an anniversary date of January 20, 2007.

Approved on the \_\_\_\_ day of \_\_\_\_\_, 2008.

Motion proposed by Town Board Member: \_\_\_\_\_

Motion seconded by Town Board Member: \_\_\_\_\_

VOTE:

AYES:

NAYS:

Town Board Chairperson

Town Board Clerk

\_\_\_\_\_

\_\_\_\_\_

July 1, 2006 to June 30, 2007  
 Town Manager  
 Performance Evaluation  
 Summary

Evaluation Element	Sprouse Score	Murray Score	Shupp Score	McDonald Score	Rust Score	Total	Average
1. Written Communications	7	4	7	4	4	26	5.2
2. Oral Communications	3	6	7	5	6	27	5.4
3. Availability to Town Board	9	3	8	5	3	28	5.6
4. Public Relations	3	3	6	5	4	21	4.2
5. Policy Formulations	8	2	6	5	3	24	4.8
6. Planning	8	3	7	5	2	25	5
7. Leadership	9	4	7	5	3	28	5.6
8. Problem Solving	8	4	7	3	2	24	4.8
9. Budgeting	6	6	9	5	7	33	6.6
10. Staff Relations	7	4	6	5	3	25	5
11. Resident Inquiries and Complaints	7	4	6	5	3	25	5
12. Community Reputation	8	5	6	5	3	27	5.4
13. Intergovernmental Relations	8	4	6	5	3	26	5.2
14. Career Development	9	4	8	4	3	28	5.6
<b>Total</b>	100	56	96	66	49		73.4
<b>Overall Averages</b>	<b>7.1</b>	<b>4.0</b>	<b>6.9</b>	<b>4.7</b>	<b>3.5</b>		<b>5.2</b>

# COMPENSATION HISTORY

DAVID P. RICHARDS

DATE OF ACTION	TYPE OF ACTION	EFFECTIVE DATE	HOURLY RATE	ADDITIONAL BENEFITS
1/20/2004	HIRE DATE	1/20/2004	\$36.05	
7/1/2004	3% COLA	7/1/2004	\$37.13	
7/24/2007	EMPLOYMENT AGREEMENT APPROVED	7/1/2004	\$42.31	50 HRS SICK & ANNUAL LEAVE 5 DAYS PAID EXECUTIVE LEAVE TERM LIFE INSURANCE @ 3X SALARY
7/1/2005	3.1% COLA	7/1/2005	\$43.61	
7/1/2005	PERS PREMIUM WENT DOWN IN FY06	7/1/2005	\$43.72	
10/11/2005	4% MERIT INCREASE	1/20/2005	\$45.46	USE OF TOWN VEHICLE 10% ANNUAL CONTRIBUTION TO ICMA
7/1/2006	4.2% COLA	7/1/2006	\$47.36	
9/12/2006	4% MERIT INCREASE	1/20/2006	\$49.25	
7/1/2007	3% COLA	7/1/2007	\$50.73	

Resolution #2006 - 22  
PAHRUMP TOWN BOARD

**A RESOLUTION AMENDING THE TOWN MANAGER'S  
EMPLOYMENT AGREEMENT**

**WHEREAS** the Town Manager's Employment Agreement provides for annual wage and benefit adjustments, and

**WHEREAS** while the Town Manager has an anniversary date of January 20, a review of the Town Manager's performance was recently completed for the time period of June 2005 through June 2006, the results of which were favorable, and

**WHEREAS** the Town of Pahrump desires to improve the compensation of the Town Manager in the form of a 4% merit increase or \$3,932.00, now

**THEREFORE BE IT RESOLVED** the Town of Pahrump approves a merit wage increase for the Town Manager in the amount of 4% or \$3,932.00, retro-active to an anniversary date of January 20, 2006.

Approved on the 12 day of September, 2006.

Motion proposed by Town Board Member: Paul Willis

Motion seconded by Town Board Member: Richard Billman

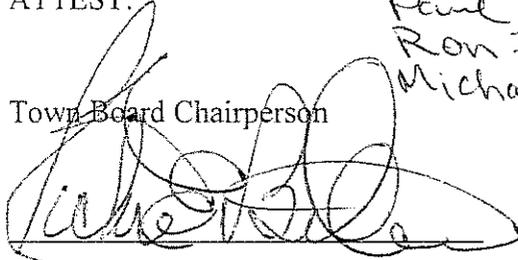
VOTE: 4/1

AYES: 4

NAYS: 1

ATTEST:

Town Board Chairperson



Richard Billman  
Paul Willis  
Ron Johnson  
Michael Miraglia

Laurayne Murray

## **EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into this 27th day of July, 2004 by and between the Unincorporated Town of Pahrump, a political subdivision of the State of Nevada (hereinafter referred to as the "Employer"), and David P. Richards, an individual (hereinafter referred to as the "Employee").

### **WITNESSETH:**

WHEREAS, the Employer desires to retain the services of David P. Richards as the Town Manager of the Town of Pahrump, and to provide inducement for him to remain in such employment; and

WHEREAS, David P. Richards desires to accept employment as Town Manager of the Town of Pahrump; now

THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

### **Section 1. Duties**

Employer hereby agrees to employ David P. Richards as Town Manager of the Town of Pahrump to perform the functions and duties as specified in the Pahrump Town Board 1992 Policy Section II, other functions and duties as specifically deemed necessary by the Employer and to perform other legally permissible and proper duties and functions as the Employer shall deem necessary.

### **Section 2. Term**

This Agreement shall remain in full force and effect from the date noted above until July 27, 2009 at which time the Agreement will automatically renew for a second five (5) term, and then renew again five (5) years later for a third term of five (5) years unless terminated by Employer or Employee as provided in Section 10 of this Agreement.

### **Section 3. Exclusive Employment**

Employee agrees to remain in the exclusive employ of Employer for so long as the employment is mutually acceptable to both Employee and Employer and neither to accept other employment nor to become employed by any other employer until termination of this Agreement. Employee may with prior, written approval of the Employer engage in teaching consulting or other non-Employer connected business which will not impair Employee's ability to perform to the fullest extent the duties and responsibilities of this agreement.

### **Section 4. Performance Evaluation**

Employer shall review and evaluate the performance of Employee at least once annually. Employee and Employer shall jointly develop the performance evaluation process and criteria to be utilized. The Chairman of the Town Board shall provide Employee with a summary statement of the findings of Employer and provide an opportunity for Employee to discuss the evaluation with Employer within 30 days of completion of the evaluation summary.

Employer and Employee shall annually define the goals and performance objectives that they determine necessary for the proper operation of the Town of Pahrump and in the attainment of Employer's policy objectives. They shall generally be attainable within the time limitations specified and the annual operating and capital budgets and appropriations provided. Said goals and objectives shall be reduced to writing.

### **Section 5. Hours of Work**

Employee is an exempt employee who is expected to work the hours necessary to fulfill the obligations of the office but at a minimum Employee shall work 40 hours weekly. Employee must devote a great deal of time outside the normal office hours in the conduct of official business and to that end Employee shall be allowed to establish an appropriate work schedule.

### **Section 6. Salary**

Employer agrees to pay Employee for services rendered pursuant hereto an annual base salary of \$88,000.00 effective July 1, 2004 payable in installments at the same time as other management employees of the Town of Pahrump. Employer agrees to consider Employee's cost of living adjustments as it considers cost of living increases for other employees. Employer agrees to increase other benefits of Employee on the same basis as any other non-bargaining unit member employees of the Town pursuant to the Personnel Rules. This Agreement shall be automatically amended to reflect any wage increases and improvements in benefits provided or required by the Employer's compensation policies.

### **Section 7. Leave and Holidays**

Sick & Annual - On the effective date of this Agreement Employee shall be credited with fifty (50) hours of accrued sick and annual leave. Thereafter, Employee shall accrue sick and annual leave at an accrual rate pursuant to the Employer's Personnel Policies and Procedures.

Bereavement - Employee shall be allowed up to three (3) days paid bereavement leave to attend the funeral of a family member as described in the Town of Pahrump's Employee Policy manual. Sick leave may be used to accommodate additional days of leave as necessary.

Holidays - Employee shall be granted holiday leave pursuant to the Town of Pahrump's Employee Policy manual.

Additional - Employee shall be annually credited with five (5) days of paid Executive Leave which shall not accrue and shall be taken at Employee's discretion.

### **Section 8. Other Benefits**

Insurances - Employee shall be provided with the same health, life insurance benefits as other management employees of the Town. Employer agrees to provide and to pay premiums for Term Life Insurance in an amount equal to three (3) times Employee's prevailing annual base salary.

Medical Examination - Employee agrees to submit once per calendar year to a complete physical examination by a licensed physician selected by Employer the cost of which shall be paid by the Employer.

Dues and Subscriptions - Employer agrees to budget and to pay for the reasonable professional dues and subscriptions of Employee for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for continued professional participation, growth and advancement and for the good of the Employer. Employee may spend up to \$1,000.00 without prior approval.

Professional Development - Employer agrees to budget and pay for the reasonable travel and subsistence for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to the Annual Conference of the International City/County Management Association, the Nevada League of Cities and such other national, regional, state, and local governmental groups and committees thereof which Employee serves as a member. Employer further agrees to budget and pay travel and subsistence expenses for Employee for short courses, institutes and seminars that are necessary for professional development and for the good of the Employer upon approval of the Town Board on a case by case basis.

Bonding - Employer agrees to pay the full costs of any fidelity or other bonds required of Employee under any law or ordinance.

### **Section 9. Automobile**

Employer shall provide Employee a vehicle for official use only for which the Employer shall be responsible for liability, property damage, and comprehensive insurance as well as operation, maintenance and repair expenses of said vehicle.

### **Section 10. Termination and Severance Pay**

Severance - If Employee's employment as Town Manager is terminated by the Employer or if the Employer requests that Employee resign when Employee is willing and able to perform the duties of Town Manager, Employer agrees to pay Employee an amount equal to nine (9) months prevailing annual base salary, payable in a lump sum unless otherwise agreed to by Employer and Employee. Termination of Employee requires a 3/5 vote of the Town Board. The Town will not be obligated to pay the severance amount set forth in paragraph A of this Section if Employee is terminated for a felony conviction of an illegal act.

Arbitration - A determination under subsection B of this section that Employer is not obligated to pay Employee the severance amount shall require a 3/5 vote of the Town Board after an opportunity for a hearing. Should there be a dispute between the parties regarding severance pay the parties agree to submit that issue only to the American Arbitration Association or any other agreed upon licensed arbitration board for binding arbitration under their rules and procedures. The decision of the arbiter or arbiters shall be binding on both parties to the Agreement. The decision of the arbiters shall be a condition precedent to any right of legal action. The decision of the arbiter or arbiters may be filed in court to carry it into effect. Any such arbitration will be governed by Nevada law and shall occur in the State of Nevada.

Salary/Benefit Reduction - In the event Employer reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across the board reduction for all employees of Employer, or in the event Employer fails following written notice to comply with any other provision benefitting Employee herein, or the Employee resigns following a formal suggestion by the Employer, Employee may deem to be "terminated" within the meaning and context of the severance pay provision in paragraph A above.

Resignation Notice - In the event Employee voluntarily resigns before expiration of the above-referenced term of employment, then Employee shall give Employer thirty (30) days written notice in advance unless the parties otherwise agree.

Insurance Continuation - In the event of termination under subsection A or D of this Section 10 the insurance benefits to which Employee is entitled under Section 8 A of this Agreement shall continue for nine (9) months from termination date at Employer's expense.

Accrued Benefits - In the event of termination or resignation, Employee shall be compensated for all accrued benefits pursuant to the Employer's Personnel Policies and Procedures.

### **Section 11. Retirement**

Employer agrees to enroll and maintain Employee's participation in the State of Nevada's Public Employees Retirement System pursuant to NRS 286 as amended and make all contributions on Employee's behalf for both Employer and Employee share.

### **Section 12. Other Terms and Conditions of Employment**

The Town Board, in consultation with the Employee shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any applicable state or federal law.

All regulations and rules of Employer relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

### **Section 13. Notices**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER:            Chairman of the Town Board  
                              Town of Pahrump  
                              400 North Hwy 160  
                              Pahrump, NV 89060

EMPLOYEE: David P. Richards  
1270 W. Labrador  
Pahrump, Nevada 89048

Section 14. General Provisions

This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the employment of Employee by the Town of Pahrump. This Agreement contains the entire understanding of the parties and all the covenants and agreements between the parties with respect to such employment.

This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

This Agreement shall become effective commencing July 27, 2004.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

This Agreement shall be construed under and according to the laws of the State of Nevada.

IN WITNESS THEREOF, the Town of Pahrump has caused this Agreement, to be signed and executed in its behalf by its Town Board Chairman, and duly attested by its Town Board Clerk, and the Employee has signed and executed this Agreement on the day and year first above written.

EMPLOYER  
Unincorporated Town of Pahrump

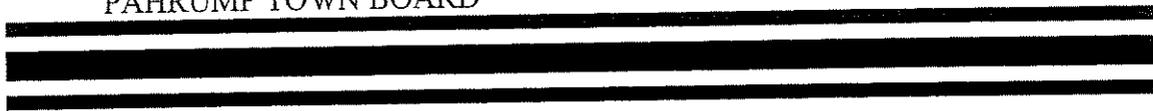
EMPLOYEE

By: Paula Glidden  
Paula Glidden, Chairman  
PAHRUMP TOWN BOARD

By: David P. Richards  
David P. Richards

ATTEST:

By: Charlotte LeVar  
Charlotte LeVar, Clerk  
PAHRUMP TOWN BOARD



Resolution #2005 - 37  
PAHRUMP TOWN BOARD

**A RESOLUTION APPROVING WAGE AND BENEFIT  
IMPROVEMENTS FOR THE TOWN MANAGER FOR 2005**

**WHEREAS** the Town Manager's Employment Agreement provides for annual wage and benefit adjustments, and

**WHEREAS** a review of the Town Manager's performance was recently completed for the time period of June 2004 through June 2005, the results of which were very favorable, and

**WHEREAS** the Town Manager proposes a wage and benefit package that includes:  
(A) 4% merit increase \$3,628.00, retro-active to anniversary date of January 20, 2005, and  
(B) Use of Town vehicle to and from work, and  
(C) 10% annual contribution to ICMA deferred compensation plan, \$9,434.00 currently, and

**WHEREAS** the Town of Pahrump desires to improve the compensation of the Town Manager, now

**THEREFORE BE IT RESOLVED** the Town of Pahrump approves the proposed wage and benefit package for the Town Manager that includes:

- (A) 4% merit increase \$3,628.00, retro-active to anniversary date of January 20, 2005, and
- (B) Use of Town vehicle to and from work, and
- (C) 10% annual contribution to ICMA deferred compensation plan, \$9,434.00 currently.

Approved on the 11<sup>th</sup> day of October, 2005.

Motion proposed by Town Board Member: PAUL WILLIS

Motion seconded by Town Board Member: ED BISHOP

VOTE: 5-0

AYES:

NAYS:

ATTEST:

Town Board Chairperson

The image shows several handwritten signatures in black ink. One signature is written over the 'AYES:' label. Another signature is written over the 'Town Board Chairperson' label. There are several other signatures scattered below, some overlapping each other. The signatures appear to be of various individuals, likely the members of the Town Board mentioned in the text.

2. The employer may choose to recognize an exempt employee for hours worked beyond normal business hours:
  - a. In recognition of instances when an employee has completed an extraordinary work assignment and spent substantially more than a typical work week to accomplish the job, managers may allow an exempt employee to take limited periods of time off without using accrued paid leave.
  - b. The employer may grant an exempt employee up to five (5) days of time off in any calendar month in recognition of extraordinary work assignments completed. The Town Manager shall approve such time off. The decision to grant such leave is at the sole discretion of the employer. Such leave is not accrued leave and, therefore, it is not recorded on the employee's timesheet.
  - c. The limited periods of time off do not constitute additional compensation to exempt employees on an hour-for-hour basis for hours worked in excess of forty (40) hours per week. Accordingly, exempt employees will not "accrue a balance" of compensatory leave hours.

#### 4.10. Compensation Plan

Each regular position will be assigned to a class and pay grade in the compensation plan. Assignment to a pay grade will be based on the relative level and complexity of the duties, responsibilities, and authority of the job. The employer shall determine the salary ranges based on these considerations:

1. Rates paid by other employers for comparable work;
2. Other financial commitments of the employer; and
3. Funds available to the employer for salaries.

The employer may adjust the minimum and maximum for each salary range periodically as changes in any of the factors listed above occur or to recruit and retain qualified employees for each job.

##### 4.10.1. Hiring Rate of Pay

The normal hiring rate is the first step of the pay range for the position's classification.

##### 4.10.2. Advanced Step Hire

Fairness and equity in the administration of the compensation plan will be maintained when making advanced step hires. The employer may authorize advanced step appointments when all of the following circumstances exist:

1. The applicant's qualifications indicate s/he will perform at a level commensurate with the requested step.
2. Based on the applicant's current or most recent salary, an advanced step hire is required for the applicant to accept the position. (The employer will not consider salaries paid more than twelve [12] months prior to the job offer.)
3. Other applicants with similar qualifications not requiring an advanced level salary are unavailable.
4. Funds are available in the hiring department's budget to pay the higher rate.

3. Other applicants with similar qualifications not requiring an advanced level salary are unavailable.
4. Funds are available in the hiring department's budget to pay the higher rate.

#### *4.10.3. Salary on Promotion*

1. Except as may otherwise be provided by a collective bargaining agreement, a regular employee who is promoted to a new classification will move to that step in the range for the new class which provides at least an approximate five (5%) percent pay increase, not to exceed the top step in the range for the new class. A promoted employee's salary shall not be less than the starting pay of the salary range for the new position.
2. Reclassification of a position to a class with a higher pay range is a promotion.
3. Reallocation of an existing class:
  - a. To a higher salary range is *not* a promotion. An employee in a class that is reallocated to a higher salary range shall be placed at a step closest to his/her current salary that does not provide a decrease.
  - b. To a lower salary range shall be placed at the step closest to the employee's current salary that does not provide a decrease.

### **4.11. Salary Increase Schedule**

#### *4.11.1. Step Advancements Authorized*

1. An employee who is currently not paid at the top step of the salary range for his/her class is normally eligible for a step advancement on his/her anniversary date. Raises in salary resulting from step advancements are based on longevity and satisfactory performance, and are not automatic. A step advancement may be granted only upon a finding by the employer that the employee meets all of the performance requirements of the position and complies with all of the employer's rules, regulations, and policies. The employer shall move an employee who is determined to be eligible for a step advancement to the next higher step within the range.
2. An employee will not be paid a regular rate of pay above the top step of the salary range for his/her classification unless special circumstances exist and the employee is Y-rated.
3. Salary step advancements are subject to the confirmation of the Town Manager that there is adequate documentation that all requirements have been met.

#### *4.11.2. Anniversary Date / Step Advancement*

1. The date on which an employee becomes eligible for consideration for step advancement is known as the anniversary date. When approved in writing, step advancements will become effective at the beginning of the pay period in which the employee's anniversary date occurs.
2. A promotion and reclassification to a class with a higher salary range shall establish a new anniversary date.
3. A demotion or reclassification to a class with a lower salary range shall not establish a new anniversary date.

## 4.12. Withholding of Step Advancements

### 4.12.1. *Job Performance*

When the employer has determined that the job performance of an employee is less than satisfactory, the step advancement shall be withheld. The employee's probationary period may be extended up to six (6) months. The employer shall document the employee's performance and provide a copy of the documentation to the employee. The employee shall not receive a step increase unless s/he has demonstrated satisfactory performance and on-the-job behavior.

### 4.12.2. *Unpaid Leaves of Absence*

An employee's eligibility for consideration for step advancement shall be delayed by temporary layoffs or unpaid leaves of absence in excess of fifteen (15) working days during the twelve (12) month period following the employee's last step advancement.

### 4.12.3. *Granting of Withheld Advancements*

The employer may approve a step advancement at the beginning of any pay period upon finding that the employee now meets the qualifications for an advancement. The employee's anniversary date shall be adjusted to the date on which the step advancement is actually granted. If a step advancement is not granted in the interim, the employee shall be considered for step advancement on the next anniversary date.

## 4.13. Flat-Rate Salaries

Certain job classes may be assigned to flat rates of pay. Employees in classes assigned to a flat rate of pay are not eligible for step increases.

## 4.14. Classification Plan

The employer shall develop and maintain a classification plan for all positions consisting of classes of positions defined by class specifications. All regular positions shall be assigned to a class. A class specification will be developed and maintained for each class. The class specification will include: title; definition and/or function of job; essential and non-essential duties; responsibility and authority assigned; qualifications for employment, including knowledge, skills, ability, experience and/or training required to perform the job; physical requirements and working conditions; and Fair Labor Standards Act (FLSA) status – exempt/non-exempt.

### 4.14.1. *Classification*

1. Each position shall be classified consistent with this policy and in accordance with the nature and relative complexity of the duties, responsibilities, and authority of the position. Classification of a position shall be effective when approved by the employer.

2. Positions will be allocated to the same class when the following conditions exist:
  - a. The same descriptive title may be used to designate the positions;
  - b. Substantially the same level of education, experience, knowledge, ability, and other qualifications are required to perform the duties;
  - c. Similar tests may be used to select employees for the positions; and
  - d. The same level of compensation is appropriate for the positions.
3. Classes will be allocated to a pay grade based on comparison to other classes and salaries paid by other comparable employers.

#### *4.14.2. Maintenance and Revision*

The employer will periodically review the classification plan and revise, add, or abolish classes.

#### *4.14.3. Reclassification*

1. When the duties of a position have changed to the extent that they no longer fit within the current class, the duties will be reviewed and, if approved, the position will be reclassified to the appropriate class. Reclassification will not be undertaken as a substitute for discipline or hiring practices, nor to effect a change in salary in the absence of a significant change in assigned duties and responsibilities.
2. Whenever a position is reallocated to a higher level class the employee will be assigned to the class if she/he has satisfied the following requirements;
  - a. Completed the probationary period for the position as previously allocated;
  - b. Demonstrated acceptable or better job performance; and
  - c. Possesses the knowledge, skills, and ability required for the higher class.
3. Whenever a position is reclassified to a lower level class, the incumbent of that position will be placed in the lower level class effective the first day of the pay period in which the reclassification is approved.

#### *4.14.4. Reallocation*

A class may be reallocated to a higher pay grade or to a lower pay grade based on a change in duties and responsibilities for all positions in the class, or based upon salaries paid by other comparable employers. Whenever a class is reallocated to a different grade level, the employer will place the employees affected at an appropriate step in the new grade effective the first day of the pay period following the date that the reallocation is approved (refer to *Section 4.10.3, Item 3*).

**PAHRUMP TOWN BOARD MEETING  
December 11, 2007**

**MINUTES**

**Present**

John McDonald  
Don Rust  
Nicole Shupp  
Dan Sprouse

**Absent**

Laurayne Murray

Call to Order, Pledge of Allegiance, and Welcome.

Vice-Chairperson McDonald called the meeting to order at 7:00 PM.

**Discussion and decision** regarding agenda items.

Move Item 10 to 6.

**Public Comment.** Action may not be taken on matters considered during this period until specifically included on an agenda as an action item (NRS241.020 (2) (C) (3)).

George Gingel asked for the town calendar to be brought back online.  
Steven Lee complained about the advisory board process for arena event selection and agreed to provide information to the Town Board in writing.

**Advisory Board Reports.**

Member Sprouse reported the Nuclear Waste and Environmental Advisory Board members were in the process of planning Earth Day events.

Member Rust reported the Incorporation Advisory Board was preparing to provide information to the public.

Member McDonald reported on the Arena Advisory Board.

**Announcements and "Good News".**

Member Rust announced Rosemary Clark Middle School would be hosting a peace pole.

**Discussion and decision** regarding the Standby Generator Project: Review and discussion of Emergency Management & Homeland Security Advisory Board report of April 18, 2007; possible direction to staff to provide the advisory board with the information requested by that board; possible removal of this project from control of WillDan Engineering ; presentation from Mr. Paul Wagner on alternative plan. Possible discussion concerning the

Pahrump Town Board Meeting  
December 11, 2007

status and cost of other projects under the control of WillDan Engineering including without limitation the park lighting and Community Center projects.

**Member McDonald presented additional back up. Member Shupp motioned to accept the additional back up. Member Sprouse seconded. Motion passed 4/0.**

Paul Wagner, President of Twin Shores Development, stated he could present a site development plan for a 14,000 square foot building for less than \$20,000. Matt Luis, Buildings and Grounds Manager, stated, in the past, cost savings by eliminating engineers had created problems. Richard Foster, Parks and Recreation Advisory Board Chairperson, Contractor, and Master Electrician, recommended the use of an engineer for each of the projects. Tom Buist, WillDan, stated the process that brought about the selection of an engineer was the past history of problems with projects. After considerable discussion from the Board the Town Manager reminded the Town Board of the five (5) year contract with WillDan.

**Member Sprouse motioned to table the item to January 8, 2008, pending review by the Town Attorney. Member Shupp seconded.**

Dave Stevens expressed concerns for public safety and spoke in favor of WillDan. Ed Maznicki requested a copy of the WillDan agreement.

**Motion passed 3/1 (Rust opposed).**

**Discussion and decision** regarding letter of appreciation to West Wendover for use of their "Burn Tower".

The Fire Chief announced the training was featured on the website pahrumpfire.org.

**Member Rust motioned to send letters of appreciation to the State Fire Marshall, the West Wendover Fire Chief, and the DPS Southern Training Coordinator as requested. Member Sprouse seconded. Motion passed 4/0.**

**Discussion and decision** regarding "Nevada Health Care for all Resolution".

The Clerk read the resolution. Samantha Galing-Gadey, Campaign Director of Nevada for Health Care, stated the resolution will be introduced at both Democrat and Republican caucuses throughout the State of Nevada on January 19, 2008.

**Member Rust motioned to approve the resolution with changes as necessary. Member Sprouse seconded. Motion passed 3/1 (Shupp opposed).**

**Discussion and decision** regarding Tourism Advisory Board funding request for the PVHS Rodeo not to exceed \$3,000.

**Member Sprouse motioned to table this item to January 8, 2008. Member Shupp seconded. Motion passed 4/0.**

Pahrump Town Board Meeting  
December 11, 2007

**Discussion and decision** regarding rescinding of Resolution #2006-06 appointing Alfred Balloqui as a volunteer Economic Development Coordinator for the Town of Pahrump.

Al Balloqui disagreed that the volunteer Economic Development Coordinator was no longer needed or desired.

**Member Sprouse motioned to keep resolution 2006-26 intact, as presented.  
Member Shupp seconded.**

Alan Parker, Dave Stevens, Ed Maznicki, Charlie Gronda, and Phil Huff spoke in favor of keeping the resolution and commended Mr. Balloqui for his volunteer efforts.

**Motion passed 4/0.**

**Discussion and decision** regarding Town placing ad in Convention Program Book for Marine Corp League and Marine Corp League Auxiliary convention held at Saddle West on May 9, 10, and 11 for State of Nevada.

Harold Scalzo asked the Town Board to honor the Veterans by placing an ad in the Convention Program Book for the May convention.

**Member Sprouse motioned to approve a full page ad at the cost of \$100.00 for the Marine Corp League and Marine Corp League Auxiliary paid for from the room tax fund. Member Rust seconded. Motion passed 4/0.**

**Discussion and decision** regarding funding for PAVED to participate in the West Coast Advanced Design and Market Place Business Convention in Anaheim, CA on January 29 - 31 for the purpose of business attraction and promotion of the Town of Pahrump with funding from the Economic Development Room Tax Fund.

Al Balloqui stated the purpose of participating in the event was to increase economic development and he reviewed the event schedule.

**Member Sprouse motioned to approve participation in the West Coast Advanced Design and Market Place business convention in Anaheim, CA on January 29 – 31, with a cost not to exceed \$10,000.00 from the Economic Development Room Tax Fund. Member Rust seconded.**

Andy Alberti presented an alternate proposal. Dave Stevens spoke in favor of funding participation for PAVED.

**Motion passed 4/0.**

**Discussion and decision** reauthorization and approval of placement of artillery pieces by the Marine Corp league detachment on Town property at the Pahrump Veteran's Memorial.

Pahrump Town Board Meeting  
December 11, 2007

Jose Telles requested the Town Board's authorization and approval of placement of artillery pieces by the Marine Corp league detachment including a letter to the Army.

**Member Rust motioned to approve the letter as issued. Member Sprouse seconded.**

Vicky Parker thanked Mr. Telles for his efforts.

**Motion passed 4/0.**

**Discussion and decision** regarding Loan Policy and application on the National Museum of the United States Air Force Static Display Program.

**Member Rust motioned to table the item until Commissioner Hollis was available. Member Sprouse seconded. Motion passed 4/0.**

**Discussion and decision** regarding Service Agreement with WillDan to furnish services in conjunction with preparation of a geotechnical report for the proposed Kellogg Road Fire Station including tasks identified in the attached Exhibit A, for a cost not to exceed \$10,925.00.

**Member Sprouse motioned to approve the service agreement with WillDan to furnish services in conjunction with preparation of a geotechnical report for the proposed Kellogg Road Fire Station including tasks identified in the attached Exhibit A, for a cost not to exceed \$10,925.00 from Fire Impact Fees. Member Shupp seconded. Motion carried 4/0.**

**Town Manager's Report.**

The Town Manager delivered his report.

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

January 12, 2008 Advisory Board Objective Meeting in the Annex at 9:00 AM.

January 26, 2008 Employee Personnel Manual review, Annex at 1:00 PM until about 4:00 PM.

**Consent Agenda.**

Action - approval of Town vouchers.

Action - approval of Town Board minutes for November 13, 2007.

Action - approval of Audit filing date extension until February 15, 2008.

**Member Shupp motioned to accept the consent agenda items. Member Rust seconded. Motion passed 4/0.**

Pahrump Town Board Meeting  
December 11, 2007

**Adjournment.**

Vice-Chairperson McDonald adjourned the meeting at 9:23 PM.

Respectfully submitted,

Don Rust  
Town Clerk

CC: Town Board  
Nye County Treasurer  
Nye County Commissioners  
Nye County Planning  
Nye County Clerk  
Dan McArthur

/al

**AMBULANCE REVENUE REPORT**

MONTH	BILLABLE CHARGES	CONTRACTUAL ADJUSTMENTS	NET BILLABLE CHARGES	REVENUE COLLECTED	BALANCE OUTSTANDING
November-07	\$ 402,608	\$ 5,748	\$ 396,860	\$ 163,227	\$ 233,633
October-07	\$ 364,338	\$ 64,144	\$ 300,194	\$ 230,967	\$ 69,227
September-07	\$ 350,903	\$ 74,056	\$ 276,847	\$ 123,702	\$ 153,145
<b>3 MONTH TOTAL</b>	<b>\$ 1,117,849</b>	<b>\$ 143,948</b>	<b>\$ 973,901</b>	<b>\$ 517,896</b>	<b>\$ 456,005</b>

**AMBULANCE WRITE OFFS = SEPTEMBER - NOVEMBER 2007**

	BILLABLE CHARGES	REVENUE COLLECTED	AMOUNT OF WRITE-OFF
SM BALANCE	\$ -	\$ -	\$ -
DEATHS	\$ 19,972	\$ 15,220	\$ 4,752
BAD DEBITS	\$ 304,610	\$ 140,121	\$ 164,489
BANKRUPTCY	\$ -	\$ -	\$ -
HARDSHIP	\$ 2,387	\$ 638	\$ 1,749
<b>TOTALS</b>	<b>\$ 326,969</b>	<b>\$ 155,979</b>	<b>\$ 170,990</b>

**LEGEND**  
 BILLABLE CHARGES - ACTUAL CHARGES BILLED  
 CONTRACTUAL ADJUSTMENTS - FEDERALLY AND/OR STATE MANDATED ADJUSTMENTS  
 NET BILLABLE - ADJUSTED BILLING DUE TO CONTRACTUAL ADJUSTMENTS  
 REVENUE COLLECTED - ACTUAL MONEY TAKEN IN  
 BALANCE OUTSTANDING - MONEY STILL BEING COLLECTED  
 SMALL BALANCE - ACCTS WITH OPEN BALANCE OF LESS THAN \$30.00  
 DEATHS - DEATH WHERE INSURANCE HAS PAID AND NO ESTATE  
 BAD DEBITS - ACCTS W/BALANCES & NO PAYMENTS IN 120 DAYS - SENT TO COLLECTIONS  
 BANKRUPTCY - AFTER DISCHARGED  
 HARDSHIP - INDIGENT



Office of the  
**Nye County Sheriff**

Nye County Courthouse  
Post Office Box 831  
Tonopah, Nevada 89049



Anthony L. DeMeo  
Sheriff

December 19, 2007

Pahrump Town Board  
400 North Highway 160  
Pahrump, Nevada 89048

Fax# 775-727-0345

Dear Town Board:

Enclosed please find a copy of request for 72-hour Liquor Permit from Pahrump Valley Chamber of Commerce for Chamber mixers, Dinners, and special events for 2008

These requests are set to go before the Nye County Commissioners at their scheduled Board Meeting on January 15<sup>th</sup>, 2008 . Should you have any objections as to why these should not be approved, please contact Assistant Sheriff Cody at 482-8110 so your concerns can be presented to the Licensing Board at their next scheduled meeting.

Sincerely,

Anthony L. DeMeo  
Sheriff

By   
Georgiana M. Barnwell  
Administrative Technician

AREA:		OFFICES:	PHONE:	FAX:
Tonopah	P.O. Box 831	Tonopah, Nevada 89049	(775) 482-8101	(775) 482-8195
Beatty	P.O. Box 805	Beatty, Nevada 89003	(775) 553-2345	(775) 553-2586
Amargosa	P.O. Box 68	Amargosa Valley, Nevada 89020	(775) 372-5345	(775) 372-1241
Pahrump	1520 E. Basin Ave.	Pahrump, Nevada 89060	(775) 751-7000	(775) 751-4672
Mercury	P.O. Box 378	Mercury, Nevada 89023	(702) 295-6600	(702) 295-7871



December 17, 2007

Nye County Sheriff  
Nye County Courthouse  
PO Box 831  
Tonopah, Nevada 89049

Re: 72-Hour Liquor Permit

Please accept this as a request from the Pahrump Valley Chamber of Commerce for a 72-hour liquor permit for our monthly Chamber Mixers, Dinners and special events for 2008. The Chamber is a non-profit organization and we use the bar at our mixers, dinners and special events.

The mixers are the fourth Wednesday of every month. They will be held at a different members' location each month. The dates are: January 23, February 27, March 26, April 23, May 28, June 25, July 23, August 27, September 24, October 29, and November 19. The special events are the Chili Cook-Off - May 16th & 17th and the Wild West Extravaganza September 19-20-21.

Thank you for your consideration in this matter. If you have any questions please call me at 775-727-5800.

Respectfully,

A handwritten signature in cursive script that reads "Kari Frilot".

Kari Frilot  
Chief Executive Officer  
Pahrump Valley Chamber of Commerce

PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Town Advisory Board (TAB) Application

Name of Board: Public Lands

Applicant Name: Claire P. Torrey

Home Address: 2221 W. Sloan St. City Pahrump Zip 89060

Mailing Address: Po Box 9537 City Pahrump Zip 89060

Home Phone: 751-5490 Unlisted? Yes \_\_\_ No  Cell Phone 702-361-4039

Work Phone: Retired Fax: 751-6920

E-Mail Address: claire2me@netzero.com

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

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.

Claire P. Torrey 12-1-07  
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.)

## 11 Me's Endurance Arabians



TUESDAY, DECEMBER 04, 2007

PAHRUMP TOWN OFFICE  
DAVE RICHARDS, TOWN MANAGER  
400 NORTH HIGHWAY 160  
PAHRUMP, NEVADA 89060

REF: VOLUNTEER - FOR THE PUBLIC LANDS TOWN ADVISORY BOARD

DEAR MR. RICHARDS,

I AM INTERESTED IN VOLUNTEERING TO HELP FILL THE VACANCIES ON THE PUBLIC LANDS TOWN ADVISORY BOARD.

I MET AND TALKED WITH KAREN STOLL AND GEORGE GINGELL WHILE ATTENDING THE SPRING MOUNTAIN NATIONAL RECREATION AREA - OHV WORKSHOP THIS PAST FRIDAY AND SATURDAY, HELD HERE IN PAHRUMP.

I HAVE BEEN AND AM STILL VERY INVOLVED AND ACTIVE WITH THE DEVELOPMENT OF PUBLIC LANDS IN NEVADA. PRESENTLY SERVING MY SECOND, 3 YEAR TERM ON THE MOJAVE-SOUTHERN GREAT BASIN RESOURCE ADVISORY COUNCIL FOR THE BLM REPRESENTING RECREATION. I AM ALSO ON THE 'RECREATION' RESOURCE ADVISORY COUNCIL, SUB-COMMITTEE AND ON THE MT. CHARLESTON LICENSE PLATE PROGRAM- ADVISORY COMMITTEE.

MY HUSBAND FRED AND MYSELF WERE LONG TIME RESIDENTS (OVER 30 YEARS) OF LAS VEGAS - MOVING TO PAHRUMP FOUR YEARS AGO, AND AM INTERESTED IN BEING INVOLVED WITH THE TOWN OF PAHRUMP PUBLIC LANDS.

RESPECTFULLY SUBMITTED,

CLAIRE P. TOOMEY