

PAHRUMP TOWN BOARD MEETING
BOB RUUD COMMUNITY CENTER
150 NORTH HIGHWAY 160
TUESDAY – 7:00 P.M.
JANUARY 26, 2010

AGENDA

1. **Call to Order and Pledge of Allegiance.**
2. **Discussion and possible decision** regarding moving the order of, or deleting an agenda item(s). (Action)
3. **Advisory Board Reports**, from Advisory Board Chairpersons and/or Town Board Liaisons on the status of Advisory Boards. (Non-Action)
4. **Town Manager Report.** (Non-Action)
5. **Town Board Member's Comments.** (Non-Action)
6. **Presentation** of program for abandoned/orphaned underground storage tanks by Broadbent & Associates. (Non-Action)
7. **Review and approval** of Resolution 2010-02, a resolution accepting and approving the 2008/09 Town audit and supplemental materials. (Action)
8. **Presentation** of Certificate of Appreciations to Art Jones and Kenton Falerios thanking them for their services on the Pahrump Veteran's Memorial Advisory Board. (Non-Action)
9. **Presentation and possible decision** regarding presentation by Vernon Van Winkle, KPVM Television, Inc., pertaining to creating a government channel for government meetings, information and a live internet stream further requesting shared funding at cost of \$1,250 per month. (Action)
10. **Discussion and possible decision** to approve replacement copier lease. (Action)
11. **Discussion and possible decision** on endorsing Town Staff's recommendation of an alternative Fall Festival Operator. (Action)
12. **Discussion and possible decision** concerning Mr. Brian K. Shoemake (Brian K Media Web & Graphic Designer) has requested to address the Town Board pertaining to contract negotiations between the Town and himself for the design of the Town's website. (Action)
13. **Discussion and possible decision** to enter into a Memorandum of Understanding (MOU) with the Federal Aviation Administration (FAA) to prepare an Environmental Impact Statement (EIS) for the proposed new Pahrump Municipal Airport. (Action)

14. **Discussion and possible decision** to approve Resolution No. 2010-01 to set fees for Pahrump Valley Fire-Rescue Service (PVFRS) Fire Service fees. (Action)
15. **Discussion and possible decision** on adding “Announcements” back onto the Town Board Agenda. (Action)
16. **Appointment** by Chairman of Town Board Liaisons to Advisory Boards, Committees, and Organizations. (Non-Action)
17. **Discussion and possible decision** Consent agenda items: (Action)
 - a. Action – approval of Town vouchers
 - b. Action – approval of Town Board meeting minutes of January 12, 2010
 - c. Action – approval of 72 hour Liquor permits for the Death Valley Raceway for their 2010 season.
18. **Future Meetings/Workshops: Date, Time and Location.** (Action)
19. **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). (Non-Action)
20. **Adjournment.**

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

Any member of the public who wishes to speak during public comment or on an agenda item, at the appropriate time, will be limited to three (03) minutes.

Any member of the public who is disabled and requires accommodations or assistance at this meeting is requested to notify the Pahrump Town Office in writing, or call 775-727-5107 prior to the meeting. Assisted listening devices are available at Town board meetings upon request.

This notice and agenda has been posted on or before 9:00 a.m. on the third working day before the meeting at the following locations:

PAHRUMP TOWN OFFICE, COMMUNITY CENTER, TOWN ANNEX, COUNTY COMPLEX, FLOYD’S ACE HARDWARE, CHAMBER OF COMMERCE

AGENDA ITEM REQUEST

Requests and backup must be in the Town Office by Noon, Wednesday 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.

DATE AGENDA ITEM SUBMITTED

1-19-2010

DATE OF DESIRED BOARD MEETING

1-26-2010

CIRCLE ONE: Action

or

Non-Action

ITEM REQUESTED FOR CONSIDERATION:

Presentation - ~~Document~~ Program for Abandoned/
Orphaned Underground Storage Tanks by Boardbeat
of Assoc.

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

BRIEF SUMMARY OF ITEM:

Introduction of Program by Dept. of Environmental
Protection awarded to Boardbeat of Assoc.

BACKUP ATTACHED:

YES

NO

NAME OF PRESENTER(S) OF ITEM:

Suzie McCoy

SPONSORED BY:

Town Manager ~~William Kollege~~

Print Name

Suzie McCoy

Signature

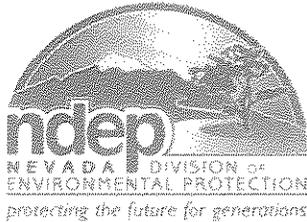
Suzie McCoy

Mailing Address

P.O. Box 27 Beatty, NV

Telephone Number

775-553-2382



STATE OF NEVADA

Department of Conservation & Natural Resources

Jim Gibbons, Governor

Allen Biaggi, Director

DIVISION OF ENVIRONMENTAL PROTECTION

Leo M. Drozdoff, P.E., Administrator

December 3, 2009

RE: Locating Orphaned/Abandoned Underground Storage Tanks (USTs) within the State of Nevada, Nevada Division of Environmental Protection

Dear Community Leader

The Nevada Division of Environmental Protection (NDEP) is pleased to announce a program to research and locate orphaned and/or abandoned gasoline and diesel underground storage tanks (USTs) within the State of Nevada. The program is part of the *Leaking Underground Storage Tank Trust Fund Assistance Award, Funded under the American Reinvestment & Recovery Act (ARRA) of 2009*. Broadbent & Associates, Inc. (BAI) has been contracted by the State of Nevada to implement this program.

The objective of this program is two-fold: 1) to review available resources and interview local residents in an effort to locate and build an inventory of orphaned and/or abandoned USTs within the State of Nevada that were never properly assessed and/or closed at the time they were taken out of use; and 2) prioritize and identify any sites that may represent an immediate environmental concern and determine any necessary assessment activities that should be conducted with the limited remaining funds. The detailed implementation Work Plan is posted on the NDEP website at the following link for your review: <http://ndep.nv.gov/recovery/index.html>

NDEP understands that timely communication with local community leaders is essential to minimize confusion and to continue to build trust and confidence with your communities. Time constraints regarding expenditure of this ARRA money prevent us from meeting with you in person at this time. However, representatives from NDEP and/or BAI will be contacting your office regarding program implementation and would be happy to attend future community meetings or meet with you at a later time to discuss any concerns you may have with this project.

Approximately 20 jobs will be created statewide to complete this project and at least 15 people will be recruited and hired from the local communities throughout Nevada. Also, if construction work is needed, all efforts will be made to hire local contractors.

-- More --

NDEP or BAI will be contacting you by telephone in the near future to discuss any comments or concerns you may have. Should you have immediate questions or require additional information at this time, please feel free to contact me at (775) 687-9376 or Mr. David Howard with BAI at (775) 322-7969.

Sincerely,

Arthur Gravenstein

Arthur Gravenstein, P.E.
Supervisor
UST/LUST Branch
Bureau of Corrective Actions

AGENDA ITEM REQUEST

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DATE AGENDA ITEM SUBMITTED
JAN 20, 2010

DATE OF DESIRED BOARD MEETING
JAN 26, 2010

CIRCLE ONE: Action

or

Non-Action

ITEM REQUESTED FOR CONSIDERATION:

PRESENTATION OF CERTIFICATE OF APPRECIATION TO ARI JONES AND KENTON FALORIOS THANKING THEM FOR THEIR SERVICE ON THE PAHRUMP VETERANS FB.

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

BRIEF SUMMARY OF ITEM:

SEE ABOVE

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: ALAN BIGALOW, CHAIRMAN

SPONSORED BY: B. Down VICE CHAIRMAN TB

B. Down

Print Name

[Signature]

Signature

400 N. Hwy 160 PAHRUMP 89060

Mailing Address

775-764-1327

Telephone Number

#8

AGENDA ITEM REQUEST

Requests and backup **must** be in the Town Office by Noon, Wednesday 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.

DATE AGENDA ITEM SUBMITTED
01/20/10

DATE OF DESIRED BOARD MEETING
01/26/10

CIRCLE ONE: Discussion, Action, Decision or 

ITEM REQUESTED FOR CONSIDERATION:

Presentation by Vernon Van Winkle, KPVM Television Inc. Pertaining to Creating a Government Channel for Government Meetings, Information and a Live Internet Stream Further Requesting Shared Funding at a Cost of \$1,250 per Month.

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

BRIEF SUMMARY OF ITEM:

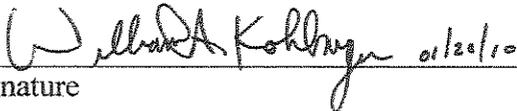
See attached letter to Government Management from Mr. Vernon Van Winkle.

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Manager

NAME OF PRESENTER(S) OF ITEM: Vernon Van Winkle, CEO KPVM Television

William A. Kohbarger
Print Name


Signature

Town of Pahrump
Mailing Address

(775) 727-5107 ext 305
Telephone Number

Dear: Government Management

KPVM Television, Inc. is going Digital. With our new digital bandwidth we will be increasing from one TV channel to four TV channels in Pahrump.

Channel 46 is our new channel. We are dividing that channel with a multiplexer to create four TV channels.

46 dot 1 through dot four. All these channels will be seen on DirecTV and Dish systems within their menus with an HD antenna. Anyone can view the channels over the air also.

We are creating more programming for and about our community with these channels. 46.4 is Nye County Television Network. The materials included will provide you with detail information.

Most communities have their own government channel for government meetings and information. KPVM Television, Inc. has created a digital channel for your meetings that will be seen 24/7 in Pahrump homes and a Live **Internet stream** on www.seepahrump.com . These internet files will also be available for playback on demand from www.seepahrump.com or your internet web site.

We plan on having the digital upgrade on the air March first and the Nye County Television Network on the air April 5th 2010. Your response is needed to make the come alive.

Please review the enclosed packet and contact me for further details.

My Cell phone is 775-209-3824

Thank you,

Vernon Van Winkle
KPVM Television Inc.



890 SO. HIGLEY
PAHRUMP, NV 89048
PHONE: (775) 727-9400
www.ch41kpvm.com/
www.kpvm.tv

.....

Nye County Television 46.4

A local Digital Television Channel

For Pahrump Valley Citizens

Over air and streamed on the Internet

The purpose of this proposal is to provide local government television 24/7 to the community of Pahrump, Nevada, the largest populated town in Nye County. The same local government programming will also be available to stream on www.seepahrump.com and county Internet websites.

The TV channel will operate on KPVM Television Digital Television FCC upgrade channel 46.4. 24 hours a day, 7 days a week.

This over the air broadcast television station will have the appearance of a digital signage display with live TV embedded into the screen. (See demo DVD with this proposal). Multiple messages will be on screen at the same time, accessible for "on-demand" updates as needed by government offices that participate in the program.

Benefits to our community: Seniors, handicapped or medically impaired and those who want to watch any government meetings will be able to watch in their own homes. This channel will be on air 24 hours a day, seven days a week and is a dedicated channel for government and emergency programming. Programming will be video recorded in the new county government meeting room with four cameras and high quality production techniques. You will see personal messages from governmental and elected officials. This also includes, Sheriff Office alerts, the new High School TV production department and any message the government body wishes to create. Some examples of programming in full length are: Commissioner Meetings, RPC meeting and Pahrump Town Board Meetings.

Which Government offices will benefit from the channel immediately?

NCSD will use the channel as an informational message board and with the new High School television department, they will create ongoing student/teacher advisory and sporting events to be broadcast live or taped delayed on the channel.

NCSSO will be able to create public awareness alerts about any information they need to get out to the public as needed instantly.

District and Justice Court will be able to display their information as needed for the public.

Pahrump Town office or Town board will also have town information displayed as needed. Ex: meeting times, agendas, community center events, etc.

Nye County will be able to use this TV Channel for any information they would like to distribute to the public, when and how they want to or as needed by emergency.

By using the KPVM Television, Inc. **Multizone** screen display, it will allow any department to communicate 24/7 with the on screen regions for each government department and be able to have remote access to update information as needed. (Please view demo on video DVD).

KPVM-TV
890 S. Higley
Pahrump, NV 89048
775-727-9400
775-727-8450 FAX



The digital signal can be seen in all homes in Pahrump, Nevada via over the air Digital TV signal (also shown on Direct TV/Dish schedules, once scanned in), Internet streaming or Video on Demand is also available. Hosting fees do apply. Video on Demand will allow meetings to be archived for playback over the Internet. All TV content will be able to be streamed on the internet to every home in Nye County and the world on the www. seepahrump.com and Nye County websites.

KPVM Television, Inc. will be making the investment in TV production equipment to provide this service which includes:

1. **4 Robotic cameras** mounted on ceiling and production workstation \$25,250.
2. **Automation workstation** for playback and digital signage allowing for 24 hour programming \$7,488.
3. **Microwave signal** back to station \$3,900.
4. **Installing:** Microwave and hardware \$2,500.

Personnel needed: One person will be needed for the set up and operation of video and audio for each meeting. This is an hourly employee needed for each meeting that you want to be recorded. KPVM will provide a single employee 40 hours a month to record 4 meetings twice a month. We provide workman's compensation, etc.

2 BOCC meetings, 8-hour shifts, 2 Town board meetings, 3 hours shifts, 2 RPC meetings 3-hour shifts, 2 School board meetings at their location single camera, 4 hour shifts. 4 hours set up time.

Benefits - No FCC licensing needed from you!: all Licensing would be owned by KPVM Television, Inc. Which also means there are no set up fees or annual FCC licensing fee.

Monthly investment for the broadcast Digital TV Channel: \$1,250 dollars per megabyte stream wanted. A good stream would be 4 mega-bytes of digital bandwidths for a total cost of \$5,000 dollars a month.

Shared funding for the investment: NCSD, Nye County, NCSO and Town of Pahrump. Each branch of government will share monthly investment which equals only \$1,250 per branch for the 24/7 access to the Digital TV Channel.

Grants. Public TV funding is available for video equipment and television broadcast..

Agreement: Four Year agreement with 1st right of refusal is requested. KPVM Television, Inc. will insert 3-minutes an hour for commercials and display banner ads in digital signage area

Competition: At no time will the channel be able to be used for a professional or imitation newscast format showing an on-camera anchor directing a pre-produced news story or stories with the exception of a student newscast from PVHS. This channel will only be used for Government TV programming and will not compete with KPVM entertainment or news format programming. At no time will governmental agencies sell commercial advertising.

Programming automation:

KPVM Television, Inc. and Participating government will need to work together to program content for 24 /7 operation. Government offices will have remote access to automation to program content.

KPVM-TV
890 S. Higley
Pahrump, NV 89048
775-727-9400
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Additional Information:

If KPVM Television were needed for production of a pre-planned program, production cost will be on a per project basis. Example: production, video editing and audio recordings. However, the high school's new production facility may be able to do many of your productions at no charge and will give students experience.

When no video programming is showing on the TV screen, a computer digital signage will be shown to keep information on screen at all times. Note: Meetings can be repeated as many times as you like to keep video playing on the channel.

Complete training will be available for all areas of remote operation for digital signage.

Remote access input can be done at any location with user name and passwords. The signage has a wide range to work with, from a very simple format to several text boxes and regions. It all depends on your needs.

Unsecured Property taxes on the above leased equipment will be the responsibility of the government offices involved. The equipment amount to be paid on is listed in this proposal.

Outside Access to video recorded:

KPVM Television, Inc. will have sole rights to using the video for its News programming. No other entity will have the right to using footage without written consent from KPVM Television, Inc.

Internet Streaming.....if this opportunity is wanted:

All meetings will be captured in mpg4, flash or avi format for streaming and archiving.

Video file will be hosted on KPVM Television, Inc. server. A \$250 storage fee per 100 gigs used a month will apply. If more storage is needed the amount overage will be billed as needed. Live streaming and "video on demand" will be viewed on www.seepahrump.com for no fee. If your IT personal wants to link to our server, we will provide the code to do so for display on your web site. KPVM Television, Inc. will keep the last 8 meetings of each government meeting on the site. After this time, meeting files will be available from our storage as needed on request for DVD Viewing. A small fee will apply.

KPVM-TV
890 S. Higley
Pahrump, NV 89048
775-727-9400
775-727-8450 FAX



MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 01-24-10

TO: Town Board

FROM: William A. Kohbarger, Pahrump Town Manager

DATE: January 24, 2010

RE: Approval of Replacement Copier Lease Agreement

1.) Background

The equipment and agreement terms are part of the State of Nevada Department of Purchasing umbrella bid which allows all local governmental agencies to participate in the costs savings achieved by their volume purchasing capacity and pricing. More importantly, the installed base of similar copier equipment at both the county and school district involves over 100 various units, and provides a verifiable history of service response and operating performance.

After a staff committee of users completed a review of the options, costs, and most importantly service response, the Town Manager is recommending that the best and most responsible vendor would be Xerox Corporation.

While no comparison of features and pricing models will ever be identical apples-to-apples, one of the staff's key concerns addressed was reliability and service response, which has been an issue over the course of the current installed equipment. The recommended vendor has a service representative based in Pahrump, and will provide four hour or next day service. This has been the experiences of the installed base with other governmental agencies; whose needs closely mirror the Town's when it comes to agenda packets and deadlines.

As with computers and all electronics, after five years of use, there have been substantial changes to copier features and pricing. The newer generation copies incorporate reliability and green technology improvements which will help reduce staff time, resource use, supplies and costs.

Additionally the proposed agreement has been reviewed by the Town Attorney and one of its unique features is that it emphasizes complete customer satisfaction or replacement, should the model not deliver. Those of you who use technology can appreciate; this often is a key to operating efficiently and effectively with mandated deadlines. Staff support of agenda packets for the public and advisory boards continues to increase and reliability is one of our key needs.

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 01-24-10

The amount requested is a not to exceed amount, to allow flexibility to negotiate any additional financing or discount opportunities based on delivery that might become available during the transition. The range of annual costs is entirely dependent on copy volume, pricing models and color type of copy.

2.) Fiscal Impact

The lease agreement replaces an expiring copier rental agreement and sufficient funds are available and budgeted in the FY10 General Fund budget for both the operating lease payments and copier charges.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager recommends that the Town Board *move to approve a five year replacement copier lease agreement with the Xerox Corporation in an amount not to exceed \$25,000, and further authorizes the Town Manager to execute appropriate documents, subject to Town Attorney review.*

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

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 01-24-10

(Attachment A – Xerox Lease Form)

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 01-24-10

(Attachment B – Replacement Copier Feature and Cost Summaries)

Lease Agreement



Terms and Conditions

INTRODUCTION:

1. TOTAL SATISFACTION GUARANTEE. If you are not totally satisfied with any Xerox-brand Equipment delivered under this Agreement, Xerox will, at your request, replace it without charge with an identical model or, at Xerox's option, with Xerox Equipment with comparable features and capabilities. This Guarantee applies only to Xerox-brand Equipment that has been continuously maintained by Xerox under this Agreement or a Xerox maintenance agreement. For "Previously Installed" Equipment, this Guarantee will be effective for 1 year after installation. For all other Equipment, this Guarantee will be effective for 3 years after installation unless the Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. PRODUCTS. "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

5. TRADE-IN EQUIPMENT. You warrant that you have the right to transfer title to the equipment you are trading in as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Xerox). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. You will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. You will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox

removes the Trade-In Equipment from your premises.

6. CONSUMABLE SUPPLIES. If "Consumable Supplies" is identified in Maintenance Plan Features, Maintenance Services will include black toner (excluding highlight color toner), black developer, Cartridges, and, if applicable, fuser agent ("Consumable Supplies"). For full-color Equipment, Consumable Supplies will also include color toner and developer. For Phaser Products, Consumable Supplies may also include, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumable Supplies includes Cartridges that are furnished with pre-paid shipping labels, you will return used Cartridges to Xerox for remanufacturing. Upon expiration of this Agreement you will return to Xerox any unused Consumable Supplies that are furnished with pre-paid shipping labels and destroy all other unused Consumable Supplies. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide an inventory of Consumable Supplies in your possession.

7. CARTRIDGES. If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

8. MAINTENANCE SERVICES. Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading, Xerox may estimate the reading and bill you accordingly.

9. EQUIPMENT STATUS. Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

10. SOFTWARE LICENSE. Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its

Lease Agreement



Terms and Conditions

licensors (who will be considered third-party beneficiaries of this Section), Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate; (f) if you no longer use or possess the Equipment; (g) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

11. SOFTWARE SUPPORT. Xerox (or a designated service) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

12. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox.

PRICING PLAN/OFFERING SELECTED:

13. TERM. The Term for each unit of Equipment will commence upon: (a) delivery of customer-installable Equipment; or (b) installation of Xerox-installable Equipment. Unless either party provides notice of termination at least thirty days before the expiration of the initial Term, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Equipment upon at least 30 days notice. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

14. PAYMENT. Payment (including applicable Taxes) is due within 30 days after the invoice date, with all charges being billed in arrears. This Agreement will not be automatically renewed.

15. LATE CHARGE. If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater.

16. PRICE INCREASES. Xerox may annually increase the maintenance component of the Minimum Payment and Print Charges, each such increase not to exceed 10.0%. For Application Software, Xerox may annually increase the software license or support fees, each such increase not to exceed 10%. These adjustments will occur at the commencement of each annual contract cycle.

17. DELIVERY, REMOVAL & RELOCATION. Equipment prices include standard

delivery and removal charges. Non-standard delivery and Equipment relocation must be arranged (or approved in advance) by Xerox and will be at your expense.

18. TAXES. You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income. This Agreement is a lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.

19. PURCHASE OPTION. If not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

20. DEFAULT & REMEDIES. You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the Term, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If you make the Equipment available for removal by Xerox within 30 days after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox.

21. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

GENERAL TERMS & CONDITIONS:

22. NON-CANCELABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

23. REPRESENTATIONS. The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

24. LIMITATION OF LIABILITY. Except for liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

25. CREDIT REPORTS. You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

26. FORCE MAJEURE. Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

27. PROTECTION OF XEROX'S RIGHTS. You authorize Xerox or its agent to file, by

Lease Agreement



Terms and Conditions

any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

28. WARRANTY & FINANCE LEASE DISCLAIMERS. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

29. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

30. TITLE & RISK OF LOSS. Until you exercise your Purchase Option: (a) title to Equipment will remain with Xerox; (b) Equipment will remain personal property; (c) you will not attach the Equipment as a fixture to any real estate; (d) you will not pledge, sub-lease or part with possession of it, or file or permit to be filed any lien against it; and, (e) you will not make any permanent alterations to it. Risk of loss passes to you upon delivery and remains with you until Xerox removes the Equipment. You will keep the Products insured against loss or damage and the policy will name Xerox as a loss payee.

31. ASSIGNMENT. Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee.

32. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the

jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

33. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

34. COLORQUBE EQUIPMENT.

A. ColorQube Equipment identified in the Agreement will have one of the following billing plans:

i. A Tier 2 plan is billed using two meters, each with a different Print Charge or Charge per Impression. The meter identified as "BW CLR" counts (i) black and white impressions and (ii) color impressions that have up to 286,000 color pixels (also referred to as Useful Color). The meter identified as "CLR LVL2" counts color impressions with more than 286,000 color pixels.

ii. A Tier 3 plan is billed using three meters, each with a different Print Charge or Charge per Impression. The meter identified as "BW CLR" counts (i) black and white impressions and (ii) color impressions that have up to 286,000 color pixels (also referred to as Useful Color). The meter identified as "CLR LVL2" counts color impressions with more than 286,000 color pixels and up to 1,900,000 color pixels (also referred to as Everyday Color). The meter identified as "CLR LVL3" counts color impressions with more than 1,900,000 color pixels (also referred to as Expressive Color).

B. The ColorQube Equipment automatically determines the color pixel count for each impression and records the impression on the appropriate meter.

Lease Agreement



Customer: NYE, COUNTY OF

Bill To: TOWN OF PAHRUMP
400 N Highway 160
Pahrump, NV 89060

Install: TOWN OF PAHRUMP
400 N Highway 160
Pahrump, NV 89060

State or Local Government Negotiated Contract : 072164800

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. 3CQ9201 (3 MTR COLORQUBE 9201)	- 3hole Punch-ofc Fin - Office Finisher - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV Competitive Buyout: \$742.00	- Konica Minolta Bizhub 7145 Trade-In to Xerox	2/17/2010

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 3CQ9201	\$320.85	1: BW CLR 2: CLR LVL2 3: CLR LVL3	All Prints All Prints All Prints	\$0.0089 \$0.0290 \$0.0790	- Consumable Supplies Included for all prints
Total	\$320.85	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page.</p>		<p>Thank You for your business! This Agreement is proudly presented by Xerox and</p>	
<p>Signer: _____</p>	<p>Phone: (775)727-5107</p>	<p>Gerald Sloane (702)737-4601</p>	
<p>Signature: _____</p>	<p>Date: _____</p>	<p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p>	



Konica Minolta (Hughes Callihan)

<p>Pros</p> <ul style="list-style-type: none">• Green technology• Best pricing – can have color for less than competitors black and white• Not charged for service copies	<p>Cons</p> <ul style="list-style-type: none">• Service will be like we currently get• Machine is newer models of what we have, which has proved unreliable
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Kyocera (Advanced Imaging Solutions)

<p>Pros</p> <ul style="list-style-type: none">• Scan to OCR for editable documents• Excellent reference (limited need for service & good service when needed)	<p>Cons</p> <ul style="list-style-type: none">• Set fee for 1st 10,000 copies – minimum charge whether copies used or machine down
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Xerox (Premier Office Systems)

<p>Pros</p> <ul style="list-style-type: none">• Green technology• Replacement guarantee if dissatisfied• Ability to break contract if state funding rescinded• In-house financing – once ½ through lease can terminate without rollover to get brand new equipment• Slide in/out fuser & drums can be easily replaced by us, no tech needed• Machines give preventative warnings when to order supplies• Scan to searchable PDF• Adjustable cost of color based on amount of color used on ColorQube• Can print & scan at the same time• Excellent references (limited need for service & good service when needed)• Service normally within 3 hours, latest next morning (they have a local serviceman)• Not charged for service copies	<p>Cons</p> <ul style="list-style-type: none">• Pricing a bit higher
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**Town of Pahrump
Copier Feature Comparison**

Feature Comparison	Konica Bizhub 501 (B&W)	Konica Bizhub C452 (Color)	Kyocera Taskalfa 5201 (B&W)	Kyocera Taskalfa C500ci (Color)	Xerox WC5150 (B&W)	Xerox ColorQube 9200 (Color)	Xerox WC5655 (B&W)
Copy							
Copy Speed (ppm)	50	45	52	50	50	50	55
Copy Speed Increase (ppm)	N/A	N/A	N/A	N/A	N/A	85	N/A
Per Copy Cost	\$ 0.0081	\$ 0.0491	\$ 0.0090	\$ 0.0120	\$ 0.0089	\$ 0.0089	\$ 0.0089
Copy Speed Color (ppm)		45		40		38	
Copy Speed Increase Color (ppm)		N/A		N/A		60	
Per Copy Cost for Color		\$ 0.0491		\$ 0.0690		*\$ 0.0089 - \$	
Adjustable Charge Based on Amount of Color						X	
Network Printing							
Network Printing	X	X	X	X	X	X	X
Scan							
Scan to Email	X	X	X	X	X	X	X
Scan to PC	X	X	X	X	X	X	X
Scan to PDF	X	X			X	X	X
Scan to Searchable PDF					X	X	X
Scan to OCR for Editable Document				X			
Scan Speed (ppm)	70	78		75	60	75	60
Scan Speed Color (ppm)						51	
Scans Color		X	X	X		X	
Finishing							
Duplex	X	X	X	X	X	X	X
3 Hole Punch	X	X	X	X	X	X	X
Stapler	X	X	X	X	X	X	X
Bypass Drawer	X	X	X	X	X	X	X
# of Paper Drawers	3	4	3	3	4	3	4
11X17 Capability	X	X	X	X	X	X	X
Total Paper Capacity	3500	3500	4000	4000	4600	3200	4600
Service							
Includes Supplies except paper & staples	X	X	X	X	X	X	X

AGENDA ITEM REQUEST

Requests and backup **must** be in the Town Office by **Noon, Wednesday** 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.

DATE AGENDA ITEM SUBMITTED
1/20/2010

DATE OF DESIRED BOARD MEETING
1/26/2010

CIRCLE ONE: Discussion, Action, Decision or XXXXXXXXXX

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision on Endorsing Town Staff's Recommendation of an Alternative Fall Festival Operator.

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

BRIEF SUMMARY OF ITEM:

See attached RFP material submitted by the Pahrump Valley Chamber of Commerce (PVCC) and PAVED, Inc.

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Board

NAME OF PRESENTER(S) OF ITEM: Town Staff

William A. Kohbarger

Print Name

 01/20/10
Signature

Town Office

Mailing Address

(775) 727-5107 ext. 305

Telephone Number

**MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 01-26-2010**

TO: Town Board

FROM: William Kohbarger, Town Manager
Michael Sullivan, Finance Director

DATE: December 8th, 2009

RE: Recommendation for Endorsement of an Alternative Fall Festival Operator

1.) Background

As part of the FY10 budget discussions, both the staff and Town Board expressed concern over the continuing decline of Town revenues for this and succeeding fiscal years. In order to obtain long term sustainability beyond FY10, it will be necessary to actively monitor and manage budget spending to survive the current economic downturn, as Nevada continues to experience declining revenues from gaming and sales tax.

As part of the process, it was agreed to issue a request for proposals to seek an alternative operator. This was done during December, and we received two submittals: one from the Pahrump Valley Chamber of Commerce and one from PAVED.

The Town is not the primary financial or logistical sponsor for other community special events such as the Cancer walks, fundraisers for various organizations, Freedom Festival, Pow Wow, Business Expo, Mardi Gras, Oktoberfest, Cinco de Mayo, or Luau. These events are sponsored and operated by non-profit organizations for the betterment of the community.

2.) Request for Proposal General Criteria

There really isn't much to award to an alternative non-profit operating agency. The Fall Festival has few assets beyond some banners and electrical extension cords. The intention would be that Town Board would cooperate and continue to make the park facilities available to a non profit just like it does to others during the year, such as the Pow Wow, Fourth of July, and Cancer Walk.

The real intangible value for sponsoring any special event is the volunteers, who actually make an event a success every year. Those "people assets" can continue to operate under the umbrella of any non-profit board, just like similar committees operate other special

**MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 01-26-2010**

events in the community, such as the Cancer Walk, Chamber of Commerce, and United Way benefits. It may actually make their jobs easier, have greater flexibility to market, select sponsorships and make financial business decisions.

Additionally there is a wealth of non profit agencies who can bring marketing and sales experience, along with organizational skills from having been in the fundraising business and investing their proceeds into services to the community.

These were the recommended goals and criteria that the Town indicated would be desirable:

- a. Community Based
- b. Financial Capacity
- c. Special Events Operational Experience
- d. Marketing and Sponsorship Experience.

4.) Staff Comments and Recommendations

In unique situations like this, it is understood that an RFP process may not produce a candidate who fully meets all of the stated objectives, and that the intent would be to identify a proposal which will implement this vision to the greatest degree.

After reviewing the materials submitted, a staff group has provided their observations and highlighted the advantages and disadvantages that in their experience of having run the Fall Festival for seven years would be important for consideration.

Since the PVCC has previously announced to the Town Board and community via the newspapers that it intends to host a similar event in October, and additionally based on our review of the proposal submittals, the staff recommendation would be for the Town Board to endorse their efforts and direct the Town Manager to assist in making as smooth a transition as possible to the PVCC.

Clearly it makes no common sense, much less financial or operational sense, to continue using taxpayer funding for a competing event. The recommended approach would be to support PVCC in establishing the Pahrump Heritage Days as a successor community event to the Fall Festival, just like the Fall Festival was a successor event to the Harvest Festival. This way the community benefits and the operations will continue nearly seamlessly by a well established, broad based, and financially strong organization that

**MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 01-26-2010**

has served this community for over 35 years and were historically the original founders of the event.

Some communities like North Las Vegas have suspended the popular Tastes & Tunes and BalloonaPalooza festivals to save money. We see the Heritage Festival as a unique opportunity to continue and maintain the community's historical festival roots without taking similar measures. Reduction of costs and changes in the event is a natural evolution, which provides an opportunity to expand and incorporate new features. I don't think there is a better community based group to do that in Pahrump.

4.) Fiscal Impact

There is no direct impact at this time to General Fund, although there will be as staff resources are released.

Like all other special events, the sponsors can submit a grant funding request to the PTCC for consideration and funding as part of the adopted grant guidelines which includes accountability and reporting requirements for those public funds.

5.) Town Manager Recommendation and Board Action Requested

The Town Manager recommends that the Town Board *move to endorse The PVCC as the alternative operator for a community festival event, and to direct the Town Manager to work with them to establish a transition of appropriate related Fall Festival materials and history.*

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

**MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 01-26-2010**

Attachment A – Staff RFP Comments and Recommendations.

Attachment B – Proposal Submittals

Attachment C - RFP

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**Town of Pahrump
RFP2010-02
Staff Recommendation Comments**

Pahrump Valley Chamber of Commerce

Pros	Cons
<ul style="list-style-type: none">• 35 years of corporate event experience (Biz Expo, Chili Cookoff, Freedom Fest, Frontier Days, Wild West Extravaganza, etc.)• Provided 2 years of tax returns• Provided IRS 501c6 letter• Facilitation of tourism marketing grants• Proceeds to be used:<ul style="list-style-type: none">○ To fulfill Accounts Payable obligations○ Reimburse PVCC for staff use & expenses○ Contributions to local charities that participate/volunteer○ Contributions to Town for Petrack Park improvements○ Save a minimum of \$25,000 of event profits over next 2 years as backup/emergency fund• Will co-op marketing dollars with Wild West Extravaganza & other events to save costs and market more effectively. <p>Other</p> <ul style="list-style-type: none">• If awarded the RFP, Heritage Days will replace the Fall Festival• Requests a loan of \$25,000 from Town to be used as a startup fund, will repay as a 5 year loan with minimum of \$5,000 per year paid. This financial support would allow them to fulfill current Town contracts.	

Town of Pahrump
RFP2010-02
Staff Recommendation Comments

PAVED

Pros	Cons
<ul style="list-style-type: none">• Proceeds to be used:<ul style="list-style-type: none">○ To fulfill Accounts Payable obligations○ For Parks & Fairgrounds• Green practices will be used where possible	<ul style="list-style-type: none">• No corporate experience running an event, relying on experience of individuals within organization• No financial records provided• No IRS 501c3 letter provided• Plan states that PAVED will pay back any up-front costs the Town may assist with the first year - no plan of how PAVED to pay for festival• Lists a requirement of 2 full time people paid with commission based salary – no plan on where that salary comes from

Pahrump Valley Chamber of Commerce Proposal for Fall Festival

Pahrump Valley Chamber of Commerce is a Non-profit 501(c)(6) Corporation. Filed incorporation documents are posted at the Chamber of Commerce office. Also, all previous IRS tax returns are available upon request. Let me know if you want me to hand-deliver any of these documents for your inspection.

Physical Location: 1301 S. Hwy 160 (2nd floor of the Nevada State Bank building)
Mailing Address: PO Box 42, Pahrump, Nevada 89041
Phone: 775-727-5800

Primary Contact: Dan Rodriguez, CEO Cell: 702-610-1050

The Pahrump Valley Chamber of Commerce is interested and fully capable of operating a major event such as the Pahrump Fall Festival.

We have 35 years experience as an event producer in the valley. Recent events include Biz Expo, Freedom Festival, Pahrump-A-Pum-Pum, Holiday Festival, Wild West Extravaganza, Chili Cook-off, Frontier Days, and a Marti-Gras Festival. We also handle ticket sales & distribution for many non-chamber community events.

Currently, the chamber facilitates many tourism marketing grants on behalf of the town of Pahrump and for the state of Nevada, including Highway Radio, Nevada Magazine, RV Journal, various brochure distributions programs, including marketing for the Fall Festival.

We hope that the Pahrump Valley Chamber of Commerce is awarded the Fall Festival RFP. In either case, the Chamber of Commerce intends to present a major regional event October 14-17, 2010 titled **Pahrump Heritage Days**. This event is being held at Petrack Park and features a carnival, rodeo (*or similar event*), vendor booths, arts & crafts show, and live entertainment.

Pahrump Heritage Days will be including marketing several other events that are slated for the same weekend, including the Wild West Extravaganza begin held at Saddle West, Grape Stomp at the Winery, an off-road race presented by the Pahrump Nugget (Not confirmed yet), and other possible events throughout the week.

We also intend to host a Heritage Days Parade on the Saturday of the event.

We are projecting a net profit of \$50,000 minimum from all revenue sources which includes \$20,000 from the carnival, \$20,000 from vendor booth, and \$10,000 from the Rodeo.

Monies earned from the Heritage Days festival will be used to support the following:

1. Fulfill obligations for all accounts payables
2. Reimburse Chamber of Commerce for staff use and related event expenses
3. Financial contributions to Pahrump charities that participate/volunteer at the event. (The amount contributed may be determined by volunteer efforts, the scope of the charities programs that support Pahrump, and other factors TBD)
4. Financial contributions to the Town of Pahrump for Petrack Park improvements
5. Save a minimum of \$25,000 of event profits over the next two years as a “back-up” or “emergency” fund.

Pahrump Heritage Days is in no way connected to the Fall Festival. No one from the Town of Pahrump Fall Festival Committee sits on the Chamber of Commerce Heritage Days Committee. If the Chamber of Commerce is awarded the RFP then the Fall Festival will be replaced by Pahrump Heritage Days. If the Chamber of Commerce is not awarded the RFP, then Pahrump Heritage Days will remain independent.

We are requesting that the Town Board award us a loan of \$25,000 to be used as a start up fund for the event. We will repay the loan within 5 years with a minimum payment of \$5000 per year. This financial support would allow us to take the financial risk to host a rodeo and accept/fulfill current contracts, i.e. rodeo stock contract, etc.

The Chamber of Commerce wants to be inclusive and we want to offer the many local non-profit organizations an opportunity to continue their community work. We want to promote commerce in the valley by encouraging more Pahrump businesses to participate as vendors. We intend to co-op our marketing dollars with Wild West Extravaganza and other events to save costs and market more effectively.

Please contact me any time. I am anxious to answer your questions.

Thank you,

Dan Rodriguez
CEO,
Pahrump Valley Chamber of Commerce

INTERNAL REVENUE SERVICE
District Director

Department of the Treasury

c/o McCaslin Industrial Park
2 Cupania Circle
Monterey Park, CA 91754
Attn:EOG-4

Date: **AUG 25 1993**

Pahrump Valley Chamber of
Commerce
P. O. Box 42
Pahrump, Nevada 89041

Employer Identification Number:
88-2171403
Case Number:
953219001
Contact Person:
B. Thornton
Contact Telephone Number:
(213) 725-7002

Internal Revenue Code
Section 501(c)(6)

Accounting Period Ending:
December 31
Form 990 Required:
yes
Caveat Applies:
yes

Dear Applicant:

Based on information supplied and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in the section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment or other Federal taxes, please address them to this office.

If your sources of support, or your purposes, character or method of operation change, please let us know so we can consider the effect of the change on your exempt status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name and address.

The heading of this letter indicates whether you must file Form 990, Return of Organization Exempt from Income Tax. If yes is indicated, you are required to file Form 990 only if your gross

Fahrump Valley Chamber of Commerce

receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete. So please make sure your return is complete before filing it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Internal Revenue Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in Code section 513.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



District Director

Pahrump Valley Chamber of Commerce

ADDENDUM:

This is to advise you that income from advertising may constitute unrelated business taxable income as defined in section 512 of the Internal Revenue Code. According to section 511 of the Code, any domestic or foreign organization exempt under section 501(a) of the Code must file Form 990-T, Exempt Organization Business Income Tax Return, by the fifteenth day of the fifth month after the end of the organization's tax year, if it has gross income from an unrelated trade or business of \$1,000.00 or more.

If distributions are made to individuals, case histories regarding the recipients should be kept showing names, addresses, purposes of awards, manner of selection, and relationship (if any) to members, officers, trustees, or donors of funds to you, so that any and all distributions made to individuals can be substantiated upon request by the Internal Revenue Service. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

1 - Contact Information

Name Pahrump Valley Chamber Of Commerce

Address PO Box 42

City Pahrump State NV Zip 89041

Business Phone 775-727-5800 Cell Phone 702-610-1050

Fax Number 775-727-3909 Email ceo@pahrupmchamber.com

2 - History of Special Event Management Experience:

Event Biz Expo / Wild West Extravaganza

Location Pahrump Nugget Events Center / Saddle West Parking

Dates April 2009/ Sept 2008

Approximate Gross \$ 30,000.00

Approximate Expenses \$ 10,000.00

Approximate Net Profit \$ 20,000.00

Approximate Attendance 3000

Activities within Event:

Parade	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Entertainment	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rodeo	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
4-H Program	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Arts & Crafts Exhibit	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Vendors	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Carnival	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Other	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Additional Comments:

We have presented many community events over the years. In addition to the Biz Expo and Wild West Extravaganza, we have also presented the annual Chili Cookoff and Frontier Days, Freedom Festival, and other events. The Chamber has produced rodeos in the past including the Harvest Festival Rodeo.

3 - References Knowledgeable About Your Special Event Qualifications:

- | | | | | |
|----|-------|-----------------------|---------|--------------------------------------|
| 1. | Name | <u>Patricia Cox</u> | Address | <u></u> |
| | Phone | <u>775-209-4390</u> | Email | <u>impressionsnv@hotmail.com</u> |
| 2. | Name | <u>Cathy Cressler</u> | Address | <u></u> |
| | Phone | <u>775-764-1660</u> | Email | <u>ccressler@pahrumppchamber.com</u> |
| 3. | Name | <u>Butch Boraski</u> | Address | <u></u> |
| | Phone | <u>775-209-3100</u> | Email | <u></u> |
| 4. | Name | <u>Alan Parker</u> | Address | <u></u> |
| | Phone | <u>775-209-3097</u> | Email | <u></u> |

I certify that this is a true statement of my abilities to be a qualified candidate to operate the Pahrump Fall Festival. I understand that any misstatements will disqualify me:

AUTHORITY TO EXECUTE

The representative who is executing this agreement on behalf of the organization, hereby warrants and represents that he has the full power and authority to bind the organization on whose behalf he is executing this Agreement and acknowledges that his making this representation and warranty, with the understanding that the Town is relying thereon.

Signature _____ **Date** _____

Name Dan Rodriguez

Title Ceo

Organization Name Pahrump Valley Chamber Of Commerce

P.A.V.E.D.
HWY 160
PAHRUMP, NEVADA 89048

TOWN OF PAHRUMP
400 N. Hwy 160
Pahrump, Nevada 89060

Re: RFP 2010-02
ATTN; William Kohbarger, Town Manager

Mr. Kohbarger,

Please find attached a proposal from the PAVED organization to host the "Fall Festival" Event. Per your RFP, we are enclosing the specifics of the event viewed through our eyes and the various relevant information the Town Board will need to make this decision.

The prior event held by the Town of Pahrump, has been a mainstay for the participants and residents alike for over 35 years. It has enjoyed continued success and we feel we are the appropriate agency to take over and continue the event for all to enjoy.

It will take considerable personell, effort and re-evaluation for it to continue and work as a business-like entity. This will allow it to blossom and make necessary changes to re-vitalize it and make it an event worthy for all to enjoy and the Town to be proud of.

It is PAVED's desire and honor to apply for this designation and we look forward to working with the Community and the Town for the betterment of the Fesitval and it's continued success.

Sincerely,



Paula Glidden
PAVED President

PAVED PROPOSAL

RFP 2010-02

A. **General Requirements:** This proposal is designed specifically to outline the PAVED Organization and its' ability to take over the "Fall Festival" event and successfully operate it to a level which will benefit the Town and the residents which reside in Pahrump. This Event will be a viable event, leading to the economic benefit to all participants and townsfolk alike. We look forward to working with groups and businesses within the Community to enhance and embrace all who wish to participate at various levels.

Our view of the "event" is broad. We of course will incorporate all of the existing aspects, but we also wish to "partner" with the Wild West Extravaganza for their advertising and draw capacity. The new improved event would also utilize the Arena area for other events or shows throughout the festival itself. We would have different types of shows including dog shows, equestrian training, teen concerts etc... These new elements would enhance the event for more families and individual interests. We want this to become an even more diverse and open event, welcoming new ideas, both culturally and educationally. With these new events, we hope to make it a commercially desirous venue. This would lend to new avenues of sponsorship and grants. We hope to further family values and promote local talent and craftsmanship. We will do this with the assistance of the local community and make this event destination a popular selection for visitors from close-by and far away as well.

We are confident that more revenue could be generated overall from the event through better marketing and sponsorship possibilities. A true business format would allow us to be more didactic in our approach and utilize funding in a more beneficial way. Partnering with groups and getting businesses involved on a community level, will assist them financially as well as aid the overall financial scope of the project. The expenditures of the traditional event would be closely monitored and focused more on the stabilization and improvement of the event than just the continuation of it. This would greatly benefit the bottom line and improve the success of the festival well into the future.

It is our hope that this event will prosper and grow in time that we can utilize a different venue. Our proposal would be for it to eventually move to the Kellogg Ave and make that location a larger venue for the event to grow and incorporate other like celebrations into it.

B. **Identification of Lead Entity:** P.A.V.E.D. is a non-profit 501C3 agency associated with The Town of Pahrump and is the Designated Economic leader for the Town.

PAVED (Pahrump Alliance for Valley Economic Development)

361 Frontage Rd. Suite 1

Pahrump, Nevada 89048

Paula Glidden-Event manager 775-209-4412

C. **Experience and Technical Competence:** The PAVED Organization is a group of Volunteers whose primary mission is to better Pahrump economically. *Our Mission statement is clear: it is to facilitate economic development and diversification within the Community. We accomplish this by encouraging and retaining businesses in a manner that will create a balance of sustained and continuous growth while maintaining a health and safe environment and developing Pahrump to be the most desirable community in the southwest.* Clearly, we see Pahrump as a great place to live and be. This event is very much a part of our Town and its continued viability! Our role in this event justifies our mission statement. We want the community and its' businesses and participants to benefit from it economically. PAVED sees its' role in the Community and this event to really be one in the same. Continued growth and success leads to a better prosperity for the Town overall. Our mission is specific to Pahrump and its' betterment. Currently, our volunteers are multifunctional and diversified. We are able to coordinate with other groups and have brought several large groups together for a Roundtable coalition. This new "group includes members from Eden, RNDC, The Great Basin College, Workforce Development, Tourism, The Pahrump Nugget, Saddle West Hotel, and The Chamber of Commerce. We are very experienced in bringing the groups together to get things done. Some of the very Board members of PAVED currently have worked on the past Fall Festival event and held positions that allowed them to know all of the facets and intricacies of the event. This broad knowledge will be invaluable for the continuation of the event in any capacity. They have also forged relationships with the current Executive Board of the Fall Festival and see many of them continuing with the PAVED leadership. Their expertise will be invaluable as well and many of the two boards are actively involved on many projects currently. Therefore, the camaraderie and shared knowledge will be a huge benefit to the events success. Also, the PAVED Board has had experience with running other community events and managing volunteers in the past.

We have had experience in all aspects including vendors, booth arrangement, parking attendants and flow and also event set-up and take down. It is our hope that the Town will assist us in this capacity, as it has in the past with a fair compensation as well.

We feel that the Festival of the past is lacking the Sponsorship and Marketing aspects and we can work to better these two areas specifically. With a better bottom line from these two areas, a better financial gain can be realized overall. It is imperative to get a 2 full-time people to do these jobs and pay them with a commission based salary. The better they do, the better we do. We would incorporate special new events which we feel would enhance the festival and bring back some of the "old time feel" to it. All of our initiatives would be focused on the Town and its' businesses, partners and participants in order to bring more visitors to the event. More visitors equal better revenues on every level. This event is the single biggest economic driver for the Town and all who live here. We must retain and improve it for the continued betterment of all its' residents. Marketing, advertising and Sponsorship must be a key factor and treated as such. All avenues should be explored for further expansion or curtailment if necessary. Again, a good business model will be extremely important in achieving the marketing program. The PAVED organization also has complete knowledge of Regulatory and Health permit status for the participants. The Federal, State and local aspects have been a familiar zone for the

members of the PAVED organization. From the Federal taxation laws down to the State Hwy NDOT requirements and the local Business license needs, we feel we are able to assist the events participants in the necessary requirements for participating. We have even established a better insurance price for those who do want to participate so their fees are smaller overall. Finally, we feel that PAVED lends most to the Community Core values by our commitment to the Town of Pahrump and its' economic needs. We are dedicated to the Fairgrounds development and hope that one day we will host the "event" at a Fairgrounds location. The Current Fall Festival's net proceeds have been dedicated to the Parks and the Fairgrounds for some time now. We at PAVED, feel the same and promise that the majority of monies left over in the net column, will be held in an account for the Town, to be used in the same manner. In other words, the money will also go towards the Parks and the Fairgrounds location as in the past. We feel very strongly about this and want it clear that this is where our heart is and our desire lies. We want to build a better community by making it a better place for all to live and experience.

- D. **Financial Sustainability:** The Festival has great potential! The new Event/Festival should be even better financially. Our plan is to incorporate the event, Tourism and partners to create a premier event here with many venues, shows and experiences worthy of bringing in many visitors for an extended period of time. This would allow the room tax to be increased and additional Tourism monies to flow in. We have taken many aspects into consideration such as fencing the area to enhance security and also having the ability to have better statistics for entrants. These numbers would assist us later on for better sponsorships, advertising and marketing. The event itself should be self sustaining over time. Correctly monitoring, and sculpting the finances and needs of the event are critical. Major decisions need to be timely and an immediate response from a knowledgeable board will be imperative. We recognize this and are ready to make the necessary decisions. PAVED will pay back any up-front cost the Town that they may assist with in the first year in a timely manner with interest agreed upon. Also, PAVED will hope to bank monies for the next year's event and still be able to give monies to the Town for the parks and Fairground projects.

It is PAVED's intention to fully disclose ALL monies received and expended for the event. We will produce and balance sheet for the Town in the end and all related monies will be disclosed and explained if necessary. All green practices would be incorporated into the event as practicality allows. Our vendors and participants would be steered toward using green friendly items and practices. All contracts would be offered in a fair and open manner with the local entity getting a priority determination. We are very interested and committed to keeping all contracts local and community oriented. Our sincere hope is to enhance the current event and grow it into a premier Community celebration based on family values, and simultaneously making it into a popular destination for visitors. We feel the festival is the Community and now is the time to encourage more to join in and bring new ideas as the festival transitions to the new host. It is PAVED's honor to submit this RFP on behalf of the Town and its Community!

REQUEST FOR PROPOSAL – FALL FESTIVAL

1 - Contact Information

Name Paula Glidden

Address 1591 Hwy 372

City Pahrump Nv Zip 89060

Business Phone 775-751-5959 Cell Phone 775-209-4412

Fax Number 775-751-0590 Email _____

2 - History of Special Event Management Experience:

Event Fall Festival Chair, and served on several sub-committees

Location Pahrump Nevada

Dates 2004-2009

Approximate Gross \$ _____

Approximate Expenses \$ _____

Approximate Net Profit \$ _____

Approximate Attendance _____

Activities within Event:

- | | | |
|-----------------------|---|-----------------------------|
| Parade | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Entertainment | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Rodeo | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4-H Program | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Arts & Crafts Exhibit | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Vendors | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Carnival | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Other | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

Additional Comments:

Fully familiar with all aspects of the event and contracts.

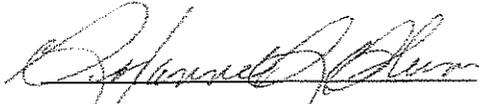
3 - References Knowledgeable About Your Special Event Qualifications:

1.	Name _____	Address _____
	Phone _____	Email _____
2.	Name _____	Address _____
	Phone _____	Email _____
3.	Name _____	Address _____
	Phone _____	Email _____
4.	Name _____	Address _____
	Phone _____	Email _____

I certify that this is a true statement of my abilities to be a qualified candidate to operate the Pahrump Fall Festival. I understand that any misstatements will disqualify me:

AUTHORITY TO EXECUTE

The representative who is executing this agreement on behalf of the organization, hereby warrants and represents that he has the full power and authority to bind the organization on whose behalf he is executing this Agreement and acknowledges that his making this representation and warranty, with the understanding that the Town is relying thereon.

Signature  Date 01-15-2010
Name Roxanne Blum
Title Board Member
Organization Name Paved

Search this site

search...

Search



Mission Statement

P.A.V.E.D.'s primary mission is to facilitate economic development and diversification in the community. This will be accomplished by creating primary jobs and encouraging the retention and expansion of existing businesses in a manner that will create a balance of sustained and continuous growth while maintaining a healthy and safe environment, developing the region to be the most desirable quality of life community in the southwestern United States.

Welcome to the official Economic Development website for Pahrump, Nevada

"Your Business Success is our Business"

Lower your Overhead! Increase your Profits!

Pahrump offers YOU:

No Corporate Taxes - Affordable Housing

No Personal Taxes - Rural Lifestyle

Pahrump Alliance for Valley Economic Development (PAVED) is collaboratively working with the town of Pahrump and other community organizations to provide an ideal environment for business creation, expansion, and growth, and improve the quality of life in Pahrump.

Now, PAVED wants to partner with you. Whether you are looking to re-locate, expand your business, or even create a new business, Pahrump and PAVED are ready to be there for you with a wide variety of building lots, educated staff, and a willingness to help you succeed.

PAVED is taking economic development forward by targeting industries such as:

- Hospitality
Retail
Alternative Energy (wind and solar)

Please use this site to answer your questions and get excited about the opportunities. PAVED provides this information to help you make an informed decision. Of course, feel free to contact us directly, as we invite you to see what everyone is talking about.

The Site Map provides an overview of the available information and direct links to the pages where it can be found.

"Your Business Success Is Our Business"

Pahrump Alliance for Valley Economic Development
Contact P.A.V.E.D.

Contact P.A.V.E.D.

The PARC Project

Find out more...



Important Dates:

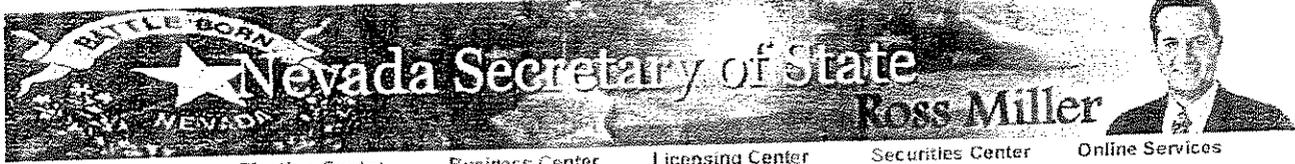
No events to display.

Get More Info...

Get the website or E-mail address for a recent PAVED general meeting announcement or presenter.

Economic Development

An Investment in Paving the Way Pahrump Nevada 2004



Information Center Election Center Business Center Licensing Center Securities Center Online Services
 My Data Reports | Business Entity Search | Fee Schedule (Data Reports) | Login (Data Reports)

Business Entity Search

* Also includes Trademarks, Trade Names, Service Marks and Reserved Names

Search by Entity Name: PAVED Inc
 Include phonetic matches

Sort by Relevance descending ascending order

[Search Tips](#)

Search Results 1 - 42 of 42 search results

Entity Name	Entity Number	Status	Type
PAVED, INC.	C9729-2004	Active	Domestic Non-Profit Corporation
PAHRUMP ALLIANCE VALLEY ECONOMIC DEVELOPMENT (P.A.V.E.D.)	E0631652007-1	Merge Dissolved	Domestic Non-Profit Corporation
PAVED IN GOLD INVESTMENTS, INC.	C25175-2000	Permanently Revoked	Domestic Corporation
P F & A OF DELAWARE, INC.	C9516-2003	Withdrawn	Foreign Corporation
P FIVE, LLC	LLC13582-2001	Permanently Revoked	Domestic Limited-Liability Company
P P & D, INC.	C8706-2001	Active	Domestic Corporation
P.F.T. CORP.	C17874-2002	Revoked	Domestic Corporation
P.V.D. 9724 VERLAINE FAMILY LIMITED PARTNERSHIP	E0172642005-2	Active	Domestic Limited Partnership
PAPITO, LLC	LLC30774-2004	Active	Domestic Limited-Liability Company
PAPPA T, INC.	C9587-1999	Permanently Revoked	Domestic Corporation
PAVE THE WAY LLC	E0314562007-6	Revoked	Domestic Limited-Liability Company
PAY POP, INC.	C2981-1981	Permanently Revoked	Domestic Corporation
PBA AVIATION, LLC	E0084832005-8	Revoked	Domestic Limited-Liability Company
PBPDT, LLC	E0589692005-0	Active	Foreign Limited-Liability Company
PBPDT, LLC	E0580682005-0	Expired	Reserved Name
PBT, LLC	E0177172007-2	Active	Domestic Limited-Liability Company
PEABODY COMPANY	C10328-1995	Permanently Revoked	Domestic Corporation
PEABODY, LLC	LLC14184-2001	Active	Domestic Limited-Liability Company

REVISED REQUEST FOR PROPOSAL – FALL FESTIVAL

The Town of Pahrump is interested in seeking proposals from organizations, which have special events management experience, financial capacity, as well as marketing experience, to independently operate the annual Fall Festival, beginning in 2010.

The successful candidate will possess a proven track record and demonstrated abilities in marketing, promoting, developing, coordinating and managing public special events of similar size and magnitude. Qualified applicants must have at least a verifiable five year history of successfully managing a major sized event which has realized a net profit in each of the last three years.

Qualified applicants should also express how the net profits achieved from the event will be used for the betterment of the community.

Full application and related historical financial materials are available online at the Town's website www.pahrumpnv.org or by contacting Carla Yoder at the Town Office @ 775-727-5107 X304.

Proposal Submission Deadline is 4:00 p.m. on Monday, January 18, 2010.

Interested organizations are asked to prepare one electronic copy of the Proposal and email to bkohbarger@pahrumpnv.org and one hard copy and mail to the address below:

Town of Pahrump
Attn: William Kohbarger, Town Manager
400 N. Highway 160
Pahrump, NV 89060

BACKGROUND AND GENERAL INFORMATION

The Fall Festival, in some form, has been in operation for approximately 38 years, and takes place during the Fall at Petrack Park. Over the years, along with the community, it has grown in size and scope, and has become one of the signature annual events in the Valley. The Town, using its employees, an advisory board, volunteers and independent contractors, has for the past seven years planned, organized, promoted, managed, and conducted a three-day event called the “Fall Festival” in Petrack Park. The activities include a parade, carnival, rodeo, over 200 vendor spaces, and an arts & crafts exhibit. It is estimated that the last Fall Festival attracted approximately 75,000 people.

The Town is considering no longer operating the festival using town employees. Instead the Town is interested in awarding use of Petrack Park and related Town facilities for an appropriate fee to a non-public operator to present the Fall Festival. This would be consistent with other civic, charitable, and cultural events sponsored during the year on Town properties by other organizations, such as the Run for Life, Freedom Festival, International Film Festival, Cinco de Mayo Celebration, Baker-to-Vegas Run, etc.

The Town believes that a non-public operator is better capable of presenting a creative public event that will highlight and promote the Town locally, regionally, and perhaps nationally to enhance our tourism and economic development opportunities.

The Town and the community at large have a stake in the Fall Festival continuing as a social gathering place for all ages, a popular family destination, and a commercial, cultural and educational event. As such the goal of this RFP and selection process is to enhance what currently exists, and integrate the community’s values into the process of the Fall Festival management and operations by an organization.

As a result, the following preferred values which should be reflected in any proposal and implemented in the Fall Festival: transparency in operations; openness and fairness; financial sustainability; accountability of the Festival to the community with an emphasis on local vendors and entertainment; sustainable environmental and green practices throughout.

It is understood that any RFP may not produce an award that fully meets all of the stated objectives, but the winning proposal will be the one that implements this vision to the greatest degree.

PROPOSAL REQUIREMENTS

A. General

- The proposal should be concise, well organized, and demonstrate the proposer's qualifications and experience applicable to hosting the event. The proposal can include supplemental material such as resumes, graphics, forms, photographs, or cover letter.
- The proposal should include a one page executive summary which discusses the proposer's approach to the festival; estimate of revenues and expenditures; documentation of the proposer's qualifications for the scope of work; any relevant materials; and express how the net profits achieved from the event will be used for the betterment of the community.
- Proposals may be submitted by email, mail, or hand-delivered to the Town Office. Proposals submitted by facsimile are not acceptable and will not be considered.

B. Identification of the Lead Entity

- Legal name and address of organization.
- Name, title, address, email, and cell phone number of the person to serve as event manager or proposal contact.
- Provide a copy of the organization's current non-profit determination status by the IRS, *if a non-profit organization*.

C. Experience and Technical Competence

- Describe your organization. What purpose does it serve? Is it a "Pahrump Valley specific" group or a local chapter of a larger organization?
- Describe proposed organization, including team structure, identification and responsibilities of key personnel.
- Describe the team's experience in operating other special events or related community event management experience. List the name and location of the events and the type of work accomplished in operating the event, and any reference and contact information, as applicable.
- Describe your experience recruiting, retaining, and managing volunteers for community event logistics.

REQUEST FOR PROPOSAL – FALL FESTIVAL

- Describe any past event management experience including but not limited to vendor recruitment, booth arrangement, traffic flow, parking, event set-up and take-down, and any other related information.
- Briefly describe your advertising and marketing philosophy and experience as it relates to special events such as the festival.
- Describe your organization's ability to create and implement marketing programs and business development initiatives to improve the Fall Festival.
- Describe your knowledge of and indicate your ability to obtain all regulatory/health permits and County and State certifications applicable to the operation and management of a festival event.
- Describe a charitable cause consistent with the community's core values that would benefit from this event.
- Describe to what use will net proceeds generated by the proposed event be applied?

D. Financial Sustainability

- Provide copies of three previous year's tax returns.
- Provide any other relevant financial documents which demonstrate your ability to undertake this endeavor.

1 - Contact Information

Name _____
Address _____
City _____ State _____ Zip _____
Business Phone _____ Cell Phone _____
Fax Number _____ Email _____

2 - History of Special Event Management Experience:

Event _____
Location _____
Dates _____

Approximate Gross \$ _____
Approximate Expenses \$ _____
Approximate Net Profit \$ _____
Approximate Attendance _____

Activities within Event:

- | | | |
|-----------------------|------------------------------|-----------------------------|
| Parade | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Entertainment | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Rodeo | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4-H Program | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Arts & Crafts Exhibit | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Vendors | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Carnival | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Other | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Additional Comments:

3 - References Knowledgeable About Your Special Event Qualifications:

1.	Name _____	Address _____
	Phone _____	Email _____
2.	Name _____	Address _____
	Phone _____	Email _____
3.	Name _____	Address _____
	Phone _____	Email _____
4.	Name _____	Address _____
	Phone _____	Email _____

I certify that this is a true statement of my abilities to be a qualified candidate to operate the Pahrump Fall Festival. I understand that any misstatements will disqualify me:

AUTHORITY TO EXECUTE

The representative who is executing this agreement on behalf of the organization, hereby warrants and represents that he has the full power and authority to bind the organization on whose behalf he is executing this Agreement and acknowledges that his making this representation and warranty, with the understanding that the Town is relying thereon.

Signature _____ **Date** _____

Name _____

Title _____

Organization Name _____

ADDITIONAL CONDITIONS AND TERMS

E. Tax Exempt Non-Profit Organization

If a proposal should be submitted by an organization that is exempt from payment of income taxes by federal or state law and which has been in existence for and primarily provides community benefit within Nye County or the State of Nevada.

F. Public Records

All proposals submitted in response to this RFP become the property of the Town of Pahrump and public records and, as such, may be subject to public review.

G. Right to Cancel

The Town of Pahrump reserves the right to reject any or all proposals or cancel for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection, schedule, submittal date, submittal requirements and/or to solicit and re-advertise for other proposals.

H. Additional Information

The Town of Pahrump reserves the right to request additional information and/or clarification from any or all proposers to this RFP.

I. Insurance Requirements

The Town of Pahrump requires special events hosting events on Town property to obtain insurance. The required insurance certificates must comply with all requirements and coverage terms and amounts indicated by the Town's insurance carrier. Such insurance certificate must be provided within fifteen (15) days of notice of selection and prior to the commencement of any use of the Town property.

J. Agency

Nothing in this document shall be construed to authorize the event organization, or any of its employees or representatives, to act as an agent of the Town. The sponsoring organization may not open a bank account in the Town's name and the sponsoring organization personnel may not identify themselves as representatives of the Town. The Town will have no financial obligation to underwrite costs or contracts entered into by the event organization.

K. Town Costs

REQUEST FOR PROPOSAL – FALL FESTIVAL

The Town expects that an organization will generate sufficient sponsors, income, and community participation so that any extraordinary Town expenses associated with the event will be reimbursed.

AGENDA ITEM REQUEST

Requests and backup **must** be in the Town Office by Noon, Wednesday 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.

DATE AGENDA ITEM SUBMITTED DATE OF DESIRED BOARD MEETING
1/20/2010 1/26/2010

CIRCLE ONE: Discussion, Action, Decision or 

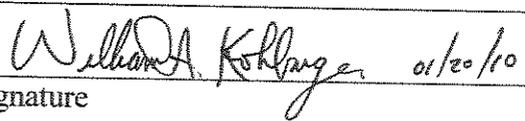
ITEM REQUESTED FOR CONSIDERATION:
Mr. Brian K. Shoemake (Brian K Media Web & Graphic Designer) has requested to Address the Town Board Pertaining to Contract Negotiations between the Town and Himself for the Design of the Town's Website.
If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:
Mr. Shoemake will give a verbal presentation at the Town Board meeting

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Manager

NAME OF PRESENTER(s) OF ITEM: Mr. Brian Shoemake

William A. Kohbarger 
Print Name Signature

Town Office (775) 727-5107 ext. 305
Mailing Address Telephone Number



U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Airports Division

San Francisco Airports District Office
831 Mitten Road, Room 210
Burlingame, CA 94010

January 14, 2010

Mr. William A. Kohbarger
Town Manager
Town of Pahrump
400 North Highway 160
Pahrump, Nevada 89060

Subject: Proposed New Pahrump Municipal Airport, Proposed Memorandum of Understanding to Prepare an Environmental Impact Statement

Dear Mr. Kohbarger:

The Town of Pahrump has accepted Federal Aviation Administration Airport Improvement Program grant 3-32-0025-04 to assist in funding the first phase of a National Environmental Policy Act (NEPA) Environmental Impact Statement (EIS) evaluating the potential environmental impacts of the proposed new Pahrump Valley General Aviation Airport. The next step in the EIS process is for the FAA and the Town of Pahrump to enter into a Memorandum of Understanding (MOU) for preparation of the EIS. We have enclosed a proposed MOU for your review. The proposed MOU has been reviewed by FAA district, regional and headquarters offices to insure it is consistent with FAA requirements and recent federal court decisions.

The MOU establishes the framework for preparation of the EIS regarding the understanding and responsibilities between the FAA and the Town in working together to prepare the EIS. The MOU also discusses the third party contracting process between the FAA and the Town, where the Town will engage and retain the services of a contractor to prepare the EIS. The FAA will work with the Town to develop the necessary materials for the consultant selection process and the FAA will select the contractor and manage and direct the contractor's preparation of the EIS.

If the proposed MOU is acceptable as written, please have the appropriate Town of Pahrump representative sign all three copies and return them to this office. The FAA will then return a fully executed original to the Town. If the Town of Pahrump proposes changes to the proposed MOU, please provide your proposed modifications to this office, and we will coordinate FAA review of any proposed changes.

If you have any questions regarding the NEPA EIS environmental process or the proposed MOU, please contact San Francisco Airports District Office Environmental Protection Specialist Mr. Doug Pomeroy at 650-876-2778 extension 612. I can be reached at 650-876-2778 extension 600.

We look forward to working with the Town on the preparation of this EIS.

Sincerely,

Original signed by

Robin K. Hunt
Manager

enclosure

cc: Nevada Department of Transportation, Aviation Planning (Attn: Bill Thompson) w/encl
Bureau of Land Management, Pahrump Field Office (Attn: Patrick Putnam) w/encl

MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNITED STATES FEDERAL AVIATION ADMINISTRATION
AND THE
TOWN OF PAHRUMP, NYE COUNTY, NEVADA

I. INTRODUCTION AND PURPOSE

A. This Memorandum of Understanding (MOU) provides a framework in which the United States Department of Transportation, Federal Aviation Administration (FAA), will prepare a National Environmental Policy Act (NEPA), Environmental Impact Statement (EIS) for proposed development of a new general aviation airport serving the Town of Pahrump, Nye County, Nevada, and the surrounding area. The Town of Pahrump (Sponsor) is an unincorporated town governed by the Pahrump Town Board, in accordance with Nevada Revised Statute 269.016. The Pahrump Town Board has adopted the Pahrump Valley Airport Master Plan dated July 2008 (Airport Master Plan) and proposes the following actions to develop a new general aviation airport to serve the Town of Pahrump and the surrounding area including:

- Acquisition by conveyance or lease of approximately 650 acres federal land currently administered by the Bureau of Land Management (BLM) to construct a new general aviation airport.
- Construction of a new, public-use general aviation airport within the approximately 650 acre site.
- Acquisition of rights-of-way for access roads and utilities to serve the proposed airport.

- Construction of access road and utilities to serve the proposed airport.

The FAA's federal actions regarding the Sponsor's proposed airport project may include one or more of the following:

- Conditional, unconditional, or mixed approval of a location for a new, public use airport.
- FAA recommendation regarding Bureau of Land Management (BLM) approval of a lease of federal land for use as a public airport in accordance with 43 United State Code (U.S.C.) 1441 et seq. and BLM Regulation 43 C.F.R. 2911
- Conditional, unconditional, or mixed approval of an airport sponsor's request in accordance with 49 U.S.C. 47125 and BLM Regulation 43 C.F.R. 2640, to use or transfer Federally-owned land to carry out an action under 49 U.S.C. Chapter 471, Subchapter I, at a public-use airport or to support the airport's operation.
- Conditional, unconditional, or mixed approval of a first-time or changed airport layout plan (ALP)
- Conditional, unconditional, or mixed approval of Federal funding for airport planning and development projects, including separate funding of plans and specifications for those projects.

The EIS would evaluate the environmental impacts of the Sponsor's proposed airport development project, as well as consider reasonable and practicable alternative projects that meet the purpose and need for the proposed project as required by NEPA.

Subject to completion of the EIS, the FAA will determine whether to approve one or more of the FAA actions listed above and will set forth its determinations in a Record of Decision (ROD).

In addition to the FAA's determinations, the Town and the FAA recognize that the BLM has independent authority to determine whether to approve one or more of the Federal actions listed below:

- Conditional, unconditional, or mixed approval of an airport sponsor's request under the 49 U.S.C. 47125 and BLM Regulation 43 C.F.R. 2640, to use or transfer Federally-owned land administered by the BLM to carry out an action under 49 U.S.C. Chapter 471, Subchapter I, at a public-use airport or to support the airport's operation.
- BLM approval for a lease of federal land for use as a public airport in accordance with 43 U.S.C. 1441 et seq. and BLM Regulation 43 C.F.R. 2911.
- BLM issuance of rights-of-way agreements for access roads and utilities across BLM-administered federal lands to serve the proposed airport.

The FAA and the Sponsor anticipate that BLM will participate in the preparation of the EIS as a cooperating agency pursuant to 40 C.F.R. 1501.6.

- B. As the lead federal agency, the FAA will independently select a contractor to prepare the EIS. The Sponsor shall be the party responsible for engaging and retaining a contractor with funds provided by the Sponsor.
- C. The EIS and any related documents shall comply with the provisions of NEPA and appropriate Council on Environmental Quality (CEQ), United States Department of Transportation (DOT), and FAA environmental regulations and guidance, as well as all applicable laws, as appropriate.
- D. It is the purpose of this MOU to establish an understanding between the Sponsor and the FAA regarding the responsibilities of the parties and the conditions and procedures to be followed in the development and preparation of the EIS.
- E. The parties hereto intend that development and preparation of the EIS as provided in this MOU will satisfy the pertinent environmental requirements of the FAA.

II. GENERAL PROVISIONS

- A. As the lead agency, the FAA will be responsible for assuring compliance with all the requirements of NEPA (42 U.S.C. 4321 et seq.), CEQ Regulations (40 C.F.R. Parts 1500- 1508), and appropriate DOT and FAA environmental orders. The FAA shall assure that all pertinent

environmental issues and impacts, and reasonable alternatives and their impacts are treated in the EIS, and shall be responsible for the scope and content of the EIS.

- B. The Sponsor will engage and retain a Contractor, selected by the FAA, for the preparation of the EIS. The Contractor, with the approval of the FAA and Sponsor, may employ such other contractors and experts (collectively referred to as "Subcontractors"), as are required for the adequate development and preparation of the EIS.
- C. The Contractor will provide, through its staff or by Subcontractor, the expertise, staffing, and technical capabilities required for the preparation of the EIS. The FAA will direct the scope of the EIS and will independently evaluate all information, environmental data and analyses submitted by the Contractor, or others, and revise or cause additional study and analyses to be performed as necessary.
- D. The contracts between the Sponsor and Contractor and between the Contractor and Subcontractors (collectively the "Contract") shall be consistent with the provisions of this MOU and shall specifically incorporate those provisions herein which address the conduct of the Contractor. The Contract shall provide, and the Sponsor hereby represents, consistent with FAA Order 1050.1E, Paragraph 204d, and FAA Order 5050.4B, Paragraph 1003.d., that the Contractor and any Subcontractors has not entered into and, during the lifetime of the EIS preparation, will not enter into any agreement affording the Contractor and any Subcontractors with any direct or indirect financial interest in the planning, design, construction or operation of the Project except with regard to the preparation of the EIS. Further, the Sponsor shall ensure that the Contract shall specifically limit any remedies available to the Contractor and any Subcontractors, so as to affirmatively relieve the United States of America, the FAA, and any officer, agent or employee of same, from any liability arising out of the performance or termination of the contract for preparation of the EIS, or out of this MOU.

1. Prior to beginning work on the EIS, the Contractor and any Subcontractors shall sign a "Disclosure Statement" provided by the FAA per the requirements of FAA Order 5050.4B

and 40 C.F.R. 1506.6(c), specifying they have no financial or other interest in the outcome of the project.

2. The FAA shall evaluate the Disclosure Statement prior to its approval.

E. The Sponsor shall facilitate the coordination of effort and the exchange of information related to the planning, design, and construction of the Project, as these activities relate to the preparation of the EIS among and between the Contractor and its Subcontractors and the FAA. The Sponsor shall make all reasonable efforts to assure the satisfactory and timely performance of the duties of the Contractor as specified in this MOU.

F. The Sponsor and FAA shall:

1. Appoint such representatives as necessary to accomplish the coordination necessary for the satisfactory preparation of the EIS. Notice to any such representative shall constitute notice to that party.
2. Review substantive phases of preparation of the EIS as each deems necessary.
3. Have their respective representatives attend meetings with other Federal, state, regional, and local agencies for the purpose of increasing communications and receiving comments, as the same may be necessary, desirable, or required by law in preparation of the EIS.

G. All costs incurred in connection with the employment of the Contractor and any and all Subcontractors, or other persons retained or employed by the Sponsor, shall be the sole responsibility of the Sponsor and the Sponsor agrees to hold harmless and indemnify the FAA, its officers, agents, and employees, with respect to any and all judgments or settlements arising from claims, demands, causes of action, and the like, in connection with the Sponsor's employment of the Contractor and any and all Subcontractors which may arise from the termination or performance of the Contract or any other services, or purchase of materials utilized for the development and preparation of the EIS, or from termination of this MOU. This indemnification by the Sponsor does not extend to administrative or legal costs of the FAA, including suits by third parties (other than the Contractor or its Subcontractors) against the FAA, involving the legality or

adequacy of the FAA's compliance with NEPA and other laws and regulations, to the extent of the FAA's liabilities on those issues. The Sponsor shall cooperate and shall ensure that the Contractor cooperates in defense of any such suit.

III. PROCEDURES

- A. Under the direction of the FAA, the Contractor shall develop and submit a Plan of Study to the FAA for approval. The Plan of Study shall include detailed descriptions of all work to be performed, the methodologies proposed to perform the work, the name and qualifications of the person performing each aspect of the work, estimated man-hours required for completion of each aspect, the schedule for performing each aspect and a description of the internal and external review procedures to assure quality control. Also, the Plan of Study shall include a provision for a thorough literature search and bibliography of references and methodologies to be used in the acquisition of the environmental data and analyses and the development and preparation of the EIS.
- B. The FAA will forward the Plan of Study to the Sponsor for review and comment. FAA will consider the Sponsor's comments as well as any comment received during the public scoping period for the Environmental Assessment in March and April 2009 when finalizing and approving the Plan of Study. The Plan of Study and this MOU shall establish the scope of work required of the Contractor in the development and preparation of the EIS.
- C. The Plan of Study may be amended by the FAA from time to time as the work of the Contractor or its Subcontractors proceeds, but any amendments or changes which require the expenditure of additional funds by the Sponsor must be agreed to by the Sponsor. The Sponsor will be notified and consulted prior to any significant amendments or modifications to the Plan of Study.
- D. Unless otherwise directed by the FAA, any and all work performed by the Contractor and its Subcontractors in preparation of the EIS shall be submitted directly to the FAA, and upon request of the FAA, to the Sponsor. The Sponsor may communicate with the Contractor and its Subcontractors during the development of the EIS, but no prior review or discussion of data or

analyses developed by the Contractor or Subcontractor as related to the EIS shall be afforded the Sponsor. In no case will the Sponsor discuss, review, modify, or edit the Contractor's work or the work of its Subcontractors prior to submission to the FAA, or be provided the opportunity to do so. All suggestions for modifications or changes to such sections recommended by the Sponsor shall only be made to the FAA.

- E. The FAA reserves the right to review periodically and modify the work of the Contractor to ensure that requirements under NEPA and other applicable laws and regulations are satisfied. The Contractor shall submit monthly written reports on the progress of its work to the FAA, with a concurrent copy to the sponsor. This report shall describe the present status of each aspect of the work, any problems encountered, and recommendations for modifications to the Plan of Study and any changes in personnel, methodology or schedules for completion.
- F. As each portion of any draft or final document is completed, the FAA shall review each portion and those tasks completed thereunder and, after consultation with the Sponsor, shall approve, modify, comment thereon and/or direct further work with regard to such portion or tasks as necessary. Said directions and/or comments shall be made by the FAA in a timely manner, and the Contractor shall ensure incorporation of such comments into any editorial changes to the satisfaction of the FAA. Final drafts of any documents will require FAA approval. Prior to approval, the FAA will forward final drafts to the Sponsor for review and comment. Comments from the Sponsor shall be sent to the FAA. The Contractor will only make modifications as the FAA directs regarding these comments.
- G. If requested, the Contractor will provide the FAA access to and review of all procedures and underlying data used by the Contractor in developing submitted sections of the EIS, including, but not limited to, field reports, Subcontractor reports, and interviews with concerned private and public parties, whether or not such information may be contained in a draft or final EIS. The Sponsor will also have access to such procedures and underlying data. Such access by the FAA and Sponsor shall be governed by paragraph III.T hereunder.

- H. To facilitate the development and preparation of the EIS, joint meetings among the FAA, Sponsor, and Contractor may be held. However, the FAA reserves the right to work directly with the Contractor for purposes of assuring objectivity in preparing reports and/or for assuring expeditious communications. The Contractor will notify the FAA and Sponsor of any substantive meetings that are scheduled and of their purpose and will provide an opportunity for the parties to attend if desired. No meeting will be held between the Contractor or Sponsor without prior notification to and approval of the FAA. A summary of all matters relating to EIS discussions in any meetings or communications between the Contractor and a party hereto without the participation of the other said party will be included in each formal monthly report submitted by the Contractor to the FAA and Sponsor. The FAA reserves the right to consult directly with other Federal, state, and local officials and agencies during the preparation of the EIS to assure compliance with NEPA and other applicable laws and regulations.
- I. The Sponsor shall assure the full cooperation of the Contractor and its Subcontractors with respect to participating in any public workshops, hearings, or meetings as required by the FAA to foster public familiarity and participation with respect to the assessment of impacts related to the Project.
- J. The Contractor shall be responsible for the costs associated with the printing and publication of the draft and final copies of the EIS. The Contractor shall be responsible for all costs associated with the publication of notices announcing public workshops, meetings, hearings, and the like. The Contractor shall also be responsible for costs of stenographic and clerical services, preparation of graphics and visual aids associated with any public workshops, meetings, and hearings.
- K. At such time as the FAA, after consultation with the Sponsor, has approved the Draft EIS developed and prepared by the Contractor and its Subcontractors, the Contractor shall print the contracted quantity of Draft EIS and submit same to the FAA. The FAA shall submit an appropriate number of copies of the Draft EIS to the Sponsor. The FAA shall proceed expeditiously to comply with the provisions of NEPA.

- L. In all instances involving questions as to the content or relevance of the environmental data and analyses, and evaluations and wording prepared by the Contractor, the FAA, with appropriate advice and consultation where deemed necessary by the FAA, will make the final determination on the inclusion, deletion or modification of the same in the Draft or Final EIS.
- M. Upon completion of the Draft EIS, the FAA, with the Contractor's assistance, shall be responsible for organizing and conducting any public hearings.
- N. The FAA will receive all comments during the Draft EIS review and comment period. This period (at least 45 days) will be initiated when the Environmental Protection Agency (EPA) publishes the "Draft EIS Notice of Availability" in the Federal Register.
- O. At the close of the Draft EIS review and comment period, the FAA shall identify the issues and comments submitted which will require response in the Final EIS. The FAA will direct those comments to the Contractor for preparation of proposed responses, and shall furnish the Sponsor with copies of all comments received. The Contractor will furnish proposed responses to the FAA and Sponsor for review and comment. The FAA, with appropriate advice and consultation, shall modify the proposed responses as it deems necessary.
- P. After receipt of comments and preparation of responses, the FAA, after appropriate advice and consultation, may direct the Contractor to make changes to the text of the Draft EIS as necessary.
- Q. At such time as the FAA has approved the Final EIS, the Contractor shall print the contracted quantity of Final EIS. The FAA shall submit an appropriate number of copies of the Final EIS to the Sponsor. The FAA shall proceed expeditiously to comply with the provisions of NEPA.
- R. The FAA will receive all comments on the Final EIS during the mandatory "hold period" per 40 C.F.R. 1506.10(b)(2). This period (at least 30 days) will be initiated when the EPA publishes the "Final EIS Notice of Availability" in the Federal Register.
- S. The FAA, with assistance from the Contractor, will prepare and issue the FAA Record of Decision.

T. The FAA will maintain the confidentiality of, and will not release or allow access to, any information, documents or materials which in its opinion are validly designated as confidential by the Sponsor or Contractor and which contain trade secrets, proprietary data, or commercial or financial information. Information developed under this MOU is disclosable to the public to the extent required by law. In any instance where the FAA proposes to release to the public or allow access to any information, documents or materials which the Sponsor or Contractor has designated as confidential, it shall notify the Sponsor or Contractor of its intention to do so and provide the Sponsor or Contractor the opportunity to appeal the decision in accordance with applicable regulations on such release or access prior to any such release or access.

IV. CESSATION AND TERMINATION

- A. Any of the parties to this MOU may withdraw from the terms of this MOU for good cause upon 30 days written notice to the other party. During this period, the parties will actively attempt to resolve any disagreement.
- B. In the event of a termination of this MOU, and if the preparation of an EIS by the FAA is still required, it is agreed as follows:
1. The FAA shall have access to all documentation, reports, analyses and data by the Contractor and Subcontractors with confidentiality governed by paragraph III.T.
 2. The FAA shall assume the responsibility for preparing the EIS. The Sponsor shall no longer be responsible for the payment of costs associated with preparation of the EIS under the terminated MOU, apart from costs already incurred under the Sponsor's contract with the Contractor.
 3. Liability for termination shall be in accordance with paragraph II.G. hereof.
- C. In entering into this MOU, the FAA and the Sponsor recognize that it is impracticable to make provisions for every contingency, which may arise during the life of the MOU. The FAA and the Sponsor concur in the principle that their relationship within the framework of the MOU shall be

characterized by fairness and shall be managed without detriment to the interest of either the FAA or the Sponsor. If, during the term of this MOU, either party has reason to believe that this principle has been or will be compromised, the parties promptly shall consult with each other in a good faith endeavor to agree upon such action(s) as may be necessary to eliminate the cause or causes therefore.

V. NO RIGHTS FOR NON-PARTIES No rights or privileges are created or intended to be created by this MOU in anyone not a signatory of this MOU.

VI. MODIFICATION This MOU represents the entire agreement and may be modified by the parties hereto only by written agreement by all the parties.

United States Federal Aviation Administration

Mark A. McClardy,
Manager, Airports Division, AWP-600

[DATE]

Town of Pahrump, Nevada

[SPONSOR SIGNATORY AND TITLE]

[DATE]

Enclosure

Proposed

MOU

3 copies

AGENDA ITEM REQUEST

Requests and backup **must** be in the Town Office by Noon, Wednesday 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.

DATE AGENDA ITEM SUBMITTED
1/20/2010

DATE OF DESIRED BOARD MEETING
1/26/2010

CIRCLE ONE: Discussion, Action, Decision or 

ITEM REQUESTED FOR CONSIDERATION:
Discussion and Possible Decision on Adding "Announcements" Back onto the Town Board Agenda.

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

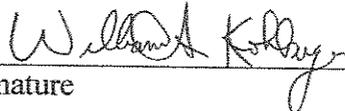
BRIEF SUMMARY OF ITEM:
Mrs. Parker, Town Board member will give a verbal presentation on this agenda item.

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Board Member Parker

NAME OF PRESENTER(s) OF ITEM: Town Board Member Parker

William A. Kohbarger
Print Name

 01/20/10
Signature

Town Office
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

PAHRUMP TOWN BOARD POLICY
2009

Proclamation – something proclaimed – an official formal public announcement

4.1. Pahrump Town Ordinance (PTO) Process:

- 4.1.1. Any Member of the Town Board may propose an item for discussion as a PTO.
- 4.1.2. The item must first be placed on the agenda for Board discussion and action, before it may be introduced as an ordinance.
- 4.1.3. The Board shall then draft or have drafted all necessary ordinances and resolutions as per Nevada Revised Statutes, Chapter 269. Public hearings shall be held prior to voting on all ordinances.
- 4.1.4. All ordinances must be reviewed by the Town Attorney prior to the First Reading.

5. LIAISONS

- 5.1. Town Board Members will be assigned to attend Town Advisory Board meetings as liaisons to provide a direct line of communication regarding problems, needs, and directives prescribed by the Board. Liaison reports should be given to the Town Board at the regular Board meeting immediately following the advisory board meeting to update the Town Board Members on ongoing and proposed projects.

6. OFFICERS

- 6.1. At the first regular meeting of each year, the Board shall elect a Chair, Vice-Chair, and Town Clerk for that year.
- 6.2. Board Chair
 - 6.2.1. The Chairperson shall preside at all meetings of the Town Board.
 - 6.2.2. The Chairperson shall appoint, with the approval of the Board, all Advisory Boards. The Chairperson shall designate a Member of the Board as liaison to each Advisory Board.
 - 6.2.3. The Chairperson shall serve as the liaison to the Town Manager.
 - 6.2.4. The Chairperson or designee shall represent the Board at community events.
 - 6.2.5. The Chairperson is required to attend at least two (2) Board of County Commissioner meetings in each yearly quarter.
- 6.3. Board Vice-Chair
 - 6.3.1. The Vice-Chair shall preside over all meetings of the Board in the absence or incapacity of the Chairperson and shall be responsible for fulfilling the duties of the Board Chair.
 - 6.3.2. The Vice-Chair shall serve as the liaison to the Town Finance Director
 - 6.3.3. The Vice-Chair shall oversee the appointment of two (2) Board Members to review vouchers prior to each regular Board meeting. The review

ADVISORY BOARDS TO PAHRUMP TOWN BOARD
JANUARY 27, 2009

Airport Technical	Bill Dolan
Arena	Mike Darby
Fall Festival Executive Board	Bill Dolan
Incorporation	Frank Maurizio
Nuclear Waste & Environment	Mike Darby
Parks & Recreation	Frank Maurizio
Public Lands	Nicole Shupp
Tourism	Vicky Parker
Veteran's Memorial	Bill Dolan

OTHER COMMITTEES AND ORGANIZATIONS

Economic Development (PAVED)	Town Board Chair Town Manager
Nevada League of Cities and Municipalities	Town Board Chair Vice Chairman
Nye Communities Coalition	Frank Maurizio
Nye County CIP	Town Manager Town Finance Director
Regional Planning Commission	Vicky Parker

PAHRUMP TOWN BOARD MEETING
BOB RUUD COMMUNITY CENTER
150 NORTH HIGHWAY 160
TUESDAY – 7:00 P.M.
JANUARY 12, 2010

MINUTES

PRESENT:

Town Board: Nicole Shupp
Bill Dolan
Vicky Parker
Frank Maurizio
Mike Darby
Staff: Bill Kohbarger
Bret Meich, Attorney
Michael Sullivan
Matt Luis

1. Call to Order and Pledge of Allegiance.
Chairman Nicole Shupp called the meeting to order and led in the pledge of allegiance.
2. Discussion and possible decision regarding moving the order of, or deleting an agenda item(s).
(Action)
Vicky Parker motioned to move Item #10 (Discussion and possible approval of the purchasing of Omni (Organic Compost) 244 cubic yards at \$22.10 per yard and Gypsum 313 bags (40 lbs.) at \$2.68 per bag for Honeysuckle and Petrack Parks, not to exceed \$6,500.00.) **to follow Item #2. Bill Dolan seconded the motion.**

Vote passed 5 – 0.

3. Discussion and possible decision regarding election of Town Board Chairman, Vice Chairman and Clerk. (Action)
Mike Darby made a (motion) nomination for Chairman, Frank Maurizio. Frank Maurizio seconded the motion.

Vote failed 2 - 3. Bill Dolan, Vicky Parker and Nicole Shupp voted nay.

Vicky Parker motioned to nominate Nicole Shupp as Chair. Bill Dolan seconded.

Vote passed 3 – 2. Mike Darby and Frank Maurizio voted nay.

Vicky Parker motioned to nominate Bill Dolan as Vice Chair. Bill Dolan seconded.

Vote passed 3 – 2. Mike Darby and Frank Maurizio voted nay.

Bill Dolan nominated Vicky Parker for Clerk. Vicky Parker seconded.

Vote passed 5 – 0.

4. Presentation of awards to Branding winners from Pahrump Tourism and Convention Council and Town of Pahrump. (Non-Action)

Vicky Parker, Pahrump Tourism and Convention Council Liaison read the names of the branding contest winners.

First Place – Tisha Dotters	Sunny Days with Western Ways
Second Place – Marilyn Bumgardner	A Little Antique But Very Unique
Third Place – Robyn & Jordon Wichael	The Diamond of the West

The Honorable Mentions were also announced.

5. Presentation and briefing by State Senator John Lee, Chairman Government Affairs Committee. (Non-Action)

State Senator John Lee, Chairman of the State Government Affairs Committee for Southern Nevada. He is Chairman of a committee overseeing local governments, water districts, and things that affect the way business here is run. Senator Lee stated that many communities are getting bigger and he will start paying more attention to them. Pahrump is becoming a serious growth area and the legislature needs to be able to understand what is going on in the community.

Senator Lee said he knows a lot about Pahrump, having done work at the Middle School and others. He said he knows the people that live here are very patriotic people and hard working. He also said he has seen the many changes taking place.

His reason for coming was to find out the thoughts and feelings of the City Council (Town Board). Senator John Lee acknowledged Pahrump's representation in Carson City; Ed Goedhart, Mike McGuiness, and the League of Cities. The Town must bring things to the State; they do not reach to get things. If there is something important to the Town we must bring important things to him so they can be heard.

The State level does three things, educate, medicate and incarcerate. Senator Lee noted that things are tight at the legislature and will be having a special session to help keep the State afloat. They are working on home rule changes. There are things that will be tested in the community. Charter committees were discussed. He also encouraged everyone to answer their Census questions as it will bring dollars into Nevada. It could also bring another Congressional seat to Nevada, all based on Census numbers. It is important that Nye County be present during the selection of districts. Pahrump could also end up with another Assembly seat, based on population. Pahrump should keep an eye on the redistricting.

The Senator said he understands the passion of Pahrump. He asked the Board if there was anything the Board had concerns with. He said he understands about the mineral rights and oil wells. The State refuses to give up those dollars. We must keep the State afloat and once past this position the cuts that were made were sunseted and they will be returned.

Mike Darby said he enjoyed the fact that the Senator gave him his card and asked about some of the 501 things that went through during the legislative session. Mr. Darby said he will email comments and questions regarding the 501 things directly to the Senator. Frank Maurizio thanked the Senator for coming. Senator Lee noted that Mr. Maurizio asked about some Federal issues that the State cannot control. Mike Darby noted it was unusual that a Democrat is involved with gun rights issues. Senator Lee talked about a shooting range and will support it if it comes before him. Bill Dolan said he would keep in touch regarding future issues and thanked the Senator for his presentation. Vicky Parker also thanked the Senator and invited him back.

6. Advisory Board Reports, from Advisory Board Chairpersons and/or Town Board Liaisons on the status of Advisory Boards. (Non-Action)

Frank Maurizio reported that the Parks and Recreation Advisory Board had their meeting on December 21; the Incorporation Advisory Board discussed the coming feasibility study at their last meeting.

Bill Dolan reported that the Fall Festival Executive Board will be meeting on January 18. Also, the Pahrump Veteran's Memorial Board will be meeting at the cemetery with the new members.

Vicky Parker reported that the Tourism Board would be meeting on Thursday, at 7:00 a.m. at the Annex.

7. Town Manager Report. (Non-Action)

Bill Kohbarger announced that there will be a special Town Board meeting held on January 19, at 7:00 p.m. at the Community Center to discuss the Incorporation feasibility study report.

Vicky Parker asked if a representative from EPS will be attending. Mr. Kohbarger said Mr. Berkson would be attending to answer any question the Board may have.

Mr. Kohbarger asked if Dan Rodriquez of the Pahrump Chamber could speak. There were no objections from the Board.

Mr. Rodriquez announced that a Chamber event will take place the week of October 14 – 17 at Petrack Park called Pahrump Heritage Days. The goal is to see this become the future of the Fall Festival. There will be a carnival with Davis Amusements, potential Rodeo events, events leading up to the event include a western hoe down and country music festival, a sidewalk sale that the Chamber members will put on. It is confirmed. He hoped that the Town Board would consider that to be the event to replace the Fall Festival from the past. Many non-profits have expressed interest. The name is Pahrump Heritage Days and Wild West Extravaganza. They are looking for the support of the Town.

8. Town Board Member's Comments. (Non-Action)

Vicky Parker asked that an agenda item for Announcements be placed back on the agenda. Mr. Kohbarger said he would consult with Council and be placed on an agenda for approval by the Board.

Frank Maurizio asked Mr. Rodriguez if the event could bring back the pit barbeque.

9. Discussion and possible decision on directing staff to send a letter to the Nevada Public Utilities Commission objecting to the Utilities Inc. rate increase and all matters related thereto. (Action)

Vicky Parker stated that she feels the rate increase by Utilities, Inc. of 78% is egregious and would like the Town Board to direct the Town Manager to send a letter, file a protest or whatever is most appropriate with the Public Utilities Commission that the Town feels 78% is ridiculous.

Bret Meich, Town Attorney, suggested options the Board may consider. First, the Town may petition to intervene as a party and if granted by the PUC it would give the Town status to appear at all meetings, present evidence with expert testimony. The deadline for this is January 27. The deadline also applies to the Town's notice to be a "Commenter", to make formal comments and also for the Town to provide written comments. Mr. Meich said another option is that the Town can appear for the public and voice the Town's position. Mrs. Parker asked for an opinion of which would be the best alternative of the three choices. Mr. Meich explained that petitioning to becoming an intervener would give the most latitude to challenge the evidence, but would be more costly for the Town. Being a Commenter would allow the Town to submit its position several times. Just submitting written comments would allow a single opportunity to present the Town's position on the tariff increase. Bret Meich recommended noticing to become a commenter by the January 27 deadline.

Vicky Parker motioned that Mr. Kohbarger and legal staff work on making the Town a commenter so the Town can meet the January 27 deadline. Bill Dolan seconded the motion.

Mike Darby had concerns with the Town taking action against a private entity. Mr. Meich replied the Town would be making its position known and challenge any evidence supporting the tariff increase. Mr. Darby suggested that individuals express their feelings and questions the involvement of a government entity getting involved.

Comments from the public were heard from Bob Irving, Harley Kulkin, Stan Goldsby, Bruce Calley, John Koenig, Dave Stevens and George Gingell.

Vicky Parker asked that a request for a public hearing in Pahrump be made to the Public Utilities Commission and wished that it be added to her motion. Bill Dolan seconded the addition.

Mr. Dolan recommended that staff find out the date of the meetings and encourage the Town Manager, Town Attorneys and any Board member to attend the meeting in Las Vegas. Bret Meich noted that to be present at every meeting the Town would have to be an Intervener rather than a commenter as some meetings are closed to the public.

Vote passed 5 – 0.

10. Discussion and possible approval of the purchasing of Omni (Organic Compost) 244 cubic yards at \$22.10 per yard and Gypsum 313 bags (40 lbs.) at \$2.68 per bag for Honeysuckle and Petrack Parks, not to exceed \$6,500.00. (Action)

Mike Darby said Mr. Luis was going to present more information. Bill Stieve of Gro-well was introduced by Matt Luis to answer questions from the Board.

Vicky Parker noted that instead of spending money, it was suggested the Town should use manure. Her problem is that this is used where children play and asked Mr. Stieve how safe his product would be. Mr. Stieve explained that Omni is a biosolid which is sewer sludge that is composted and explained how this process takes place. Mike Darby asked about a tumbling process such as the in a plant nearby. Bill Stieve noted that if it is properly processed it can be a viable product. Mr. Stieve noted problems with a product from Amargosa where Boron levels were quite high. Omni will last longer in the soil than manure. Mr. Darby said he would have to get a Boron level report for the product for comparison.

Bill Dolan motioned to approve the purchase of the Omni Organic Compost, 244 cubic yards at \$22.10 per yard and Gypsum, 313 bags, 40 pounds each at \$2.68 per bag for Honeysuckle Park and Petrack Park not to exceed \$6,500. Vicky Parker seconded the motion.

Vote passed 3 – 2. Mike Darby and Frank Maurizio voted nay.

11. Discussion and possible decision of ratifying the costs for emergency repairs to Pahrump Valley Fire & Rescue tower ladder 2 in the amount not to exceed \$25,000. (Action)

Frank Maurizio asked for clarification of an email regarding this apparatus. Chief Scott Lewis explained the difference of the two companies referred to concerning Advantage Fire Apparatus. There was dialogue regarding the tower ladder concerning the refurbished equipment and the email received. Chief Lewis informed the Board of the sequence of events.

Bill Dolan motioned to approve the cost for the emergency repairs completed on fire rescue ladder 1 (not 2) in the amount not to exceed \$25,000. Vicky Parker seconded the motion.

Public comments were heard from Donna Cox, Harley Kulkin, Harold Grimauld, Dave Stevens, Bruce Calley, Mike Davis, George Gingell, Art Jones, and Bob Irving.

Chief Lewis explained there is a very extensive maintenance plan on all of the department apparatus due to testing by the State to get certification. That is how it was determined that there was in issue on this piece of apparatus.

Vote passed 4 – 1. Frank Maurizio voted nay.

12. Discussion and possible decision on amending Pahrump Town Ordinance #29 (PTO #29 - Town of Pahrump providing for a fire department and amendments as approved) and providing for other matters properly relating thereto. (Action)