

PAHRUMP TOWN BOARD MEETING
BOB RUUD COMMUNITY CENTER
150 NORTH HIGHWAY 160
TUESDAY – 7:00 P.M.
APRIL 13, 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. **Announcements** (Non-Action)
4. **Advisory Board Reports**, from Advisory Board Chairpersons and/or Town Board Liaisons on the status of Advisory Boards. (Non-Action)
5. **Town Manager Report.** (Non-Action)
6. **Town Board Member's Comments.** (Non-Action)
7. **Discussion and possible decision** on Pahrump Town Ordinance #39, An Amendment to Ordinance #39 of the Unincorporated Town of Pahrump, to revise and restate the Town's regulations concerning the management and maintenance of the Town's cemetery and providing for other matters properly relating thereto. (Action)
8. **Discussion and possible decision** to approve \$2,000 for annual Town Clean Up. (Action)
9. **Discussion and possible decision** to approve \$750 to Pahrump Valley Chamber of Commerce (PVCC) for the Baker to Las Vegas run. (Action)
10. **Discussion and possible decision** to approve \$1,250 to PVCC for Nevada Commission on Tourism grant match for advertising in the RV Journal. (Action)
11. **Discussion and possible decision** to approve \$5,000 for Threadz 2010 event marketing. (Action)
12. **Discussion and decision** on how to dispose of equipment purchased over the years with Town funds for the utilization at the Fall Festival and all matters related thereto. (Action)
13. **Discussion and decision** on obtaining Town Board direction on revising Pahrump Town Ordinance #35, "Business License Ordinance", holding workshops and then bringing revision to Town Board for the approval process and all matters related thereto. (Action)

14. **Discussion and decision** on approving Resolution #2010-06, a Resolution approving Mutual Aid Agreement (MAA) between the Nevada Fire Chiefs Association, the State of Nevada and Town of Pahrump to voluntarily aid and assist various member departments and agencies in the event of fire disaster on a local, countywide, regional, statewide and interstate basis and other matters properly relating thereto. (Action)
15. **Discussion and possible decision** on choosing a new Town logo, which adopts the winning branding contest slogan “Sunny Days & Western Ways” and all matters related thereto. (Action)
16. **Discussion and possible decision** Consent agenda items: (Action)
 - a. Action – approval of Town vouchers.
 - b. Action – approval of Town Board meeting minutes of March 23, 2010.
 - c. Action – approval of Special Town Board meeting minutes of March 29, 2010
17. **Future Meetings/Workshops: Date, Time and Location.** (Action)
18. **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)
19. **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
4/5/2010

DATE OF DESIRED BOARD MEETING
4/13/2010

CIRCLE ONE: Discussion, Action, Decision or [REDACTED]

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Decision on Pahrump Town Ordinance #39, An Amendment to Ordinance No. 39 of the Unincorporated Town of Pahrump, To Revise and Restate the Town's Regulations Concerning the Management and Maintenance of the Town's Cemetery, And Providing for Other Matters Properly Relating Thereto.

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 copy of PTO #39.

This is the Final Reading. If this PTO is approved, it will be forwarded to the local newspaper for printing then shortly thereafter become in effect.

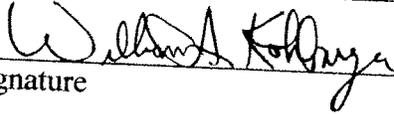
BACKUP ATTACHED: YES NO

SPONSORED BY: Town Manager

NAME OF PRESENTER(S) OF ITEM: Town Manager

William A. Kohbarger

Print Name

 04/05/10
Signature

Town Office

Mailing Address

(775) 727-5107 ext. 305

Telephone Number

#17

ORDINANCE NO. 39

AN AMENDMENT TO ORDINANCE NO. 39 OF THE UNINCORPORATED TOWN OF PAHRUMP TO REVISE AND RESTATE THE MANAGEMENT AND MAINTENANCE OF THE TOWN'S CEMETERY, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

WHEREAS, the current regulations regarding the management and maintenance of the Town Cemetery must be updated to reflect, among other things, additional definitions, enhancement of cemetery services, maintenance of cemetery grounds, establishment of burial provisions for veterans, and maintenance of records; and

WHEREAS, to carry this out, it is appropriate to replace, update, or add provisions to this ordinance.

NOW, THEREFORE, the Town of Pahrump, Nevada does ordain:

39.000 **Declaration of Town Policy.** It is declared to be the policy of this Town to establish uniform regulations regarding the management and maintenance of the Town Cemetery in a manner consistent with the Nevada Revised Statutes as well as all other applicable law.

39.100 **Short Title.** The title by which this ordinance shall be known is the "Pahrump Cemetery Ordinance."

39.105 **Authority to Operate.** The Pahrump Cemetery shall operate under the authority of the Town Board of the Town of Pahrump by and through its designated sexton or manager pursuant to this ordinance.

39.110 **Definitions.** Definitions within this ordinance shall be understood as follows:

"Cemetery" means any enclosure or plot of land that is or may be used for the burial of the dead and includes an individual plot.

"Cemetery Purpose" means a purpose necessary or incidental to establishing, maintaining, managing, operating, improving, or conducting a cemetery, interring remains, or caring for, preserving, and embellishing cemetery purposes.

"Columbarium" means a durable, fireproof structure, or a room or other space in a durable fireproof structure, containing niches and used or intended to be used to contain cremated remains.

"Crypt" means a chamber in a mausoleum of sufficient size to inter human remains.

“Grave” means a space of ground that is in a burial park and that is used or intended to be used for interment in the ground.

“Human Remains” or “Remains” means the body of a deceased person, and includes the body in any stage of decomposition and the cremated remains of a body.

“Interment” means the permanent disposition of remains by entombment, burial, or placement in a niche.

“Lawn Crypt” means a subsurface receptacle installed in multiple units for ground burial of human remains.

“Mausoleum” means a durable, fireproof structure used or intended to be used for entombment.

“Niche” means a space in a columbarium used or intended to be used for the placement of cremated remains in an urn or other container.

“Plot” means space in a cemetery owned by an individual or organization that is used or intended to be used for interment, including grave or adjoining graves, a crypt or adjoining crypts, a lawn crypt or adjoining lawn crypts, or a niche or adjoining niches.

“Sexton” means the individual assigned by the Town of Pahrump to manage cemetery property and shall not connote any religious affiliation whatsoever.

“Urn” means a vessel in which cremated remains can be placed and which can be closed to prevent leaking or spilling of the remains or the entrance of a foreign material.

“Veteran” means a member or former member of the United States Armed Forces (Army, Navy, Air Force, Marine Corps, Coast Guard) or the Reserve Components and Reserve Officers’ Training Corps, a commissioned officer of the National Oceanic Atmospheric Administration or the Public Health Service, or a World War II Merchant Mariner, subject to certain eligibility requirements.

39.200

Plots. Standard plot sizes shall be utilized in the cemetery as follows:

- A. Standard Plot: Ten feet by five feet (10’ x 5’). Will fit one (1) standard or one (1) double vault. Ability to place two (2) cremated remains on top of standard or double burial.
- B. Infant Plot: Five feet by five feet (5’ x 5’)

- C. Cremation Plot: Two feet by four feet (2' x 4'). Each cremation plot will hold four (4) cremated remains.
- D. Columbarium Eleven and one-fourth inches cubed (11 ¼"). A columbarium will hold two (2) cremated remains.

39.210 **Liners Required for Standard and Infant Plots.** A concrete liner shall be required for each burial in a standard or infant plot. The charge of the liner shall be included in the fee for opening and closing of the plot. However, there is no liner required for cremation burials.

39.215 **Authority to Order Burial.** The cemetery must recognize the proper authority to order a burial as follows:

- A. The following persons, in the following order of priority, may order the burial of human remains of a deceased person:
 - 1. a person designated as the person with authority to order the burial of the human remains of the decedent in a legally valid document or in an affidavit executed in accordance with NRS 451.024(5);
 - 2. the spouse of the decedent;
 - 3. an adult son or daughter of the decedent;
 - 4. either parent of the decedent;
 - 5. an adult brother or sister of the decedent;
 - 6. a grandparent of the decedent;
 - 7. a guardian of the person of the decedent at the time of death; and
 - 8. a person who held the primary domicile of the decedent in joint tenancy with the decedent at the time of death.
- B. If the deceased person was an indigent or other person for whom the final disposition of the decedent's remains is a responsibility of Nye County or the State of Nevada, the appropriate public officer may order the burial of the remains and provide for the respectful disposition of the remains.
- C. If the deceased person donated his or her body for scientific research or, before his death, a medical facility was made responsible for his or her final disposition, a representative of the scientific institution or medical facility may order the burial of his or her remains.
- D. A living person may order the burial of human remains removed from his or her body or the burial of his or her body after death.

- E. A person 18 years of age or older wishing to authorize another person to order the burial of his or her remains in the event of death may execute an affidavit in accordance with NRS 451.024(5).

39.220

Burial Permits Required. Prior to burial, a permit must be obtained as follows:

- A. When a death occurs within the boundaries of Nye County, the undertaker, or the person acting as the undertaker, shall be responsible for obtaining and filing the certificate of death with the County Health Officer, or his designee, in the registration district in which the death occurred and for securing a burial or removal permit prior to any disposition of the body.
- B. When a certificate of death is properly executed and completed, the County Health Officer, or his designee, shall then issue a burial or removal permit to the undertaker. Such a permit shall indicate the name of the cemetery, mausoleum, columbarium, or other place of burial where the human remains will be interred or buried.
- C. No Sexton, Town employee, or other person in charge of the cemetery shall inter or permit the interment or other disposition of any body therein, unless it is accomplished by a burial, removal, or transit permit. The permit shall state the name, age, sex, social security number, cause of death, and the name of the place where the human remains will be interred or buried. Such name or location shall be specific as to describing the place for interment of burial. Should there be locations closely associated or commonly named, a more precise description shall be used.
- D. A burial permit shall not be required from the County Health Officer when a body is removed from another district of Nevada for burial in the cemetery.
- E. The funeral director or family must provide any and all paperwork required for burial by the Town of Pahrump.

39.230

Disinterment Permits Required. Prior to disinterment or removal of human remains, these procedures must be followed:

- A. The local health officer must issue a permit for the disinterment or removal of human remains, indicating the name of the cemetery, mausoleum, columbarium or other place of burial where the remains will be interred or buried.
- B. The Sexton or Town shall not disinter or remove or permit disinterment or removal of human remains without a copy of such a permit.

39.300

C. A violation of this section is a misdemeanor under NRS 451.045(3) or NRS 451.050(1).

D. A written indemnification and hold harmless form is required from the mortuary on an annual basis.

Grave Digging and Setting of Headstones. Except as otherwise provided by funeral homes or mortuaries as authorized by the Town of Pahrump, it shall be the Town's responsibility to handle grave digging and headstones as follows:

A. The Town shall open and close all graves in the cemetery.

1. A minimum of two (2) working days or forty-eight (48) hours notice must be provided for all burials, except that Town may waive the notice requirement and provide expedited burials for an additional fee if the required personnel are available.
2. Burials shall not be performed on holidays or weekends without seventy-two (72) hours notice, except that Town may waive the notice requirement and provide expedited burials for an additional fee if the required personnel are available.
3. Except as provided above, all burials will take place during normal working daylight hours (Summertime) (8:00 a.m. – 4:00 p.m.) and Wintertime (8:00 a.m. to 2:00 p.m.).
4. Funeral services may be conducted in designated areas and buildings only, unless written permission is obtained for grave site services.
5. The practice of stacking one occupant on top of another will be permitted. In case of burial of others than the spouse, the person desiring to be stacked must have the written permission from the next of kin of the first person interred prior to the second burial or have prearranged burial instruction prior to first interment.
6. Special circumstances will be considered, but not mandatory, for weekend or holiday burials.

B. The Town shall set all headstones and markers in the cemetery.

1. Except as otherwise provided below, upright headstones will not be permitted. In the veterans' section, all headstones shall be flush with the ground.
2. Markers and headstones will be permitted in the grassy areas only if flush to the ground with a concrete foundation of four (4) inches plus four (4) inches of concrete on all sides of the stone as set by the Town of Pahrump.
3. Pursuant to Nye County Resolution 94-28, a portion of the cemetery has been designated as being part of the aboriginal lands of the Pahrump Paiute Tribe and will be perpetually maintained in the "natural" manner of the Southern Paiutes. Headstones and

markers of any type may be used in this area, so long as the grave site is maintained in a natural desert condition.

4. Certain areas of the cemetery (generally older, non-grassy sections) have been designated as permitting upright headstones.
5. All headstones will be imbedded to the concrete foundation.
6. All Veteran's plaques will be set in concrete at the same expense as others. Headstones should be provided for the veteran, at no cost, by the Department of Veteran's Affairs (brass flat plate style inlaid in concrete with flower holder on each side). Only plaques set in concrete foundation will be recognized as headstones.
7. All temporary markers must be replaced with a permanent marker or headstone within one (1) year from the date of the burial or within thirty (30) days from the time the headstone is ready for placement.

39.340

Veterans Columbarium Services. A special columbarium dedicated to veterans shall have the following interment requirements:

- A. Each niche shall have an interior dimension of 11 ¼ inches cubed (28.5 cm) with a 10 ¼ inches squared (26.0 cm) opening.
- B. The urn shall have the following specifications, which allow for both single and double interment:

<u>Urn Type</u>	<u>Dimension</u>	<u>Measurement</u>
All	Height	10 ¼ inches (26.0 cm) maximum
Round	Girth	6 ½ inches (16.5 cm) diameter maximum
Rectangular	Depth	11 inches (28.0 cm) maximum
Rectangular	Width	5 3/8 inches (13.6 cm) maximum

- C. Marker plaques given by the Department of Veteran's Affairs for those veterans that choose the columbarium will be placed upon the wall located to the northwest of the memorial.
- D. Only those religious symbols authorized by the Department of Veteran's Affairs may be placed on the granite face plate covering the columbarium niche.
- E. Purchases of columbarium niches are on a first come basis.

39.350

Construction of Mausoleums, Vaults, and Crypts. Any new construction of mausoleums, vaults, or crypts shall comply with NRS Chapter 452 and NAC Chapter 452 and must be approved by the Sexton.

39.400

Duties of the Sexton. The Sexton shall manage the cemetery property as follows:

- A. Plots in the cemetery will be reserved and assigned only by the Sexton.

1. A person reserving a plot or plots in the cemetery shall be responsible for notifying the Sexton of current contact information.
 2. The Sexton shall be notified every five (5) years to reconfirm intentions of plot reservations.
 3. In the event that the Sexton determines that a previously reserved plot is untraceable, the Sexton may petition the Town Board for permission to allow the plot to be used or reserved by another person.
- B. The Sexton will keep a record of all plots assigned and reserved. These records will be open to the public.
- C. The Sexton will keep all records relating to the cemetery in accordance with NRS 440.590: name of deceased person, place of death, date of burial, and the name and address of the funeral director. These records will be open to the public.

39.500

Indigent Burials. The burial of indigent remains shall be handled as follows:

- A. Indigent burials shall be coordinated between the Nye County Health and Human Services and the Town of Pahrump.
- B. The Town shall be notified of all indigent burials through Town Staff and the Sexton.

39.600

Eligibility for Burial as a Veteran. The following criteria shall establish eligibility for burial of a veteran:

- A. United States Armed Forces (Army, Navy, Air Force, Marine Corps, Coast Guard)
 1. Any member of the Armed Forces who dies while on active duty.
 2. Any veteran of the Armed Forces who was discharged under conditions other than dishonorable and entitled to veteran's benefits by the Veteran's Administration. With certain exceptions, service beginning after September 7, 1980, as an enlisted person, and service after October 16, 1981, as an officer, must be for a minimum of 24 months of the full period for which the person was called to active duty. (Examples include those persons serving less than 24 months in the Gulf War or reservists what were federalized by Presidential Act.)
- B. Members of Reserve Components and Reserve Officers' Training Corps
 1. Reservists and National Guard members who, at the time of death, were entitled to retire pay under 10 U.S.C. 1223, or would have

been entitled, but for being under the age of 60 years. Specific categories of individuals eligible for retired pay are set forth in 10 U.S.C. 12731.

2. Members of reserve components who die while hospitalized or undergoing treatment at the expense of the United States for injury or disease contracted or incurred under honorable conditions while performing active duty for training or inactive duty training, or undergoing such hospitalization or treatment.
3. Members of the Reserve Officers' Training Corps of the Army, Navy, or Air Force who die under honorable conditions while attending an authorized training camp or an authorized cruise, while performing authorized travel to or from that camp or cruise, or while hospitalized or undergoing treatment at the expense of the United States for injury or disease contracted or incurred under honorable conditions while engaged in one of those activities.
4. Members of reserve components who, during a period of active duty for training, were disabled or died from a disease or injury incurred or aggravated in the line of duty, or during a period of inactive duty training, were disabled or died from an injury incurred or aggravated in the line of duty.

C. Commissioned Officers of the National Oceanic and Atmospheric Administration

1. A commissioned officer of the National Oceanic and Atmospheric Administration (fka the Coast and Geodetic Survey and the Environmental Science Services Administration) with full-time duty on or after July 29, 1945.
2. A commissioned officer who served before July 29, 1945, and (i) was assigned to an area of immediate military hazard while in a time of war, or of a Presidentially declared national emergency as determined by the Secretary of Defense; (ii) served in the Philippine Islands on December 7, 1941, and continuously in such islands thereafter; or (iii) transferred to the Army or the Navy under the provisions of the Act of May 22, 1917 (40 Stat. 87; 33 U.S.C. 85).

D. Public Health Service

1. A commissioned officer of the Regular or Reserve Corps of the Public Health Service who served on full-time duty on or after July 19, 1945. If the service of the particular Public Health Service Officer falls within the meaning of activity duty for training, as defined in 38 U.S.C. 101, the person must have been disabled or died from a disease or injury incurred or aggravated in the line of duty.

2. A commissioned officer of the Regular or Reserve Corps of the Public Health Service who performed full-time duty prior to July 29, 1945: (i) in time of war; (ii) on detail for duty with the Army, Navy, Air Force, Marine Corps, or Coast Guard; or (iii) while the service was part of the military forces of the United States pursuant to Executive Order of the President.
3. A commissioned officer serving on inactive duty training as defined in 38 U.S.C. 101(23), whose death resulted from an injury incurred or aggravated in the line of duty.

E. World War II Merchant Mariners

United States Merchant Mariners with oceangoing service during the period of armed conflict, December 7, 1941, to December 31, 1946. Prior to the enactment of Public Law 105-368, United States Merchant Mariners with oceangoing service during the period of armed conflict of December 7, 1941 to August 15, 1945, were eligible. With enactment of Public Law 105-368, the service period is extended to December 31, 1946, for those dying on or after November 11, 1998. A DD-214 documenting this service may be obtained by submitting an application to Commandant (G-MVP-6), United States Coast Guard, 2100 2nd Street SW, Washington, DC 20593. Notwithstanding, the mariner's death must have occurred after the enactment of Public Law 105-368 and the interment not violate the applicable restrictions while meeting the requirements held therein.

F. Persons NOT Eligible for Burial

1. Disqualifying Characters of Discharge: A person whose only separation from the Armed Forces was under dishonorable conditions or whose character of service results in a bar to veteran's benefits.
2. Discharge from Draft: A person who was ordered to report to an induction station, but was not actually inducted into military service.
3. Conviction or Commission of Federal Capital Crime:
 - a. Any person who was convicted of a federal capital crime for which a sentence of imprisonment for life or the death penalty may be imposed and whose conviction is final (other than pardon or commutation by the President); or
 - b. Any person who would have been convicted of a federal capital crime but was not because of the person's unavailability for trial due to death or flight from prosecution.
4. Conviction or Commission of State Capital Crime:
 - a. Any person who was convicted of the willful, deliberate, or premeditated unlawful killing of another human being

for which a sentence of imprisonment for life or the death penalty may be imposed and whose conviction is final (other than a pardon or commutation by the Governor of a State); or

- b. Any person who would have been convicted of a state capital crime but was not because of the person's unavailability for trial due to death or flight to avoid prosecution.
5. **Active or Inactive Duty for Training:** A person whose only service is active duty for training or inactive duty training in the National Guard or Reserve Component, unless the individual meets the eligibility criteria set forth in Section B(1), B(2), B(3), or B(4) above.
6. **Other Groups:** Members or groups whose service has been determined by the Secretary of the Air Force under the provisions of Public Law 95-202 as not warranting entitlement to benefits administered by the Secretary of Veteran's Affairs.

39.650 **Indemnification.** Prior to burial or removal of human remains, cemetery must obtain written indemnification from the funeral home, mortuary, undertaker, or other party in charge of said burial or removal that the Town, Town Board, Town Staff, and its employees and representatives shall have no liability and be held harmless from and against any and all claims, liabilities, actions, suits, proceedings, liens, levees, judgments and damages arising from any act or omission in the burial or removal of human remains.

39.700 **Fees.** The Town Board may by resolution adopt a schedule of fees for Town Cemetery goods and services.

39.710 **Maintenance of Records.** The Sexton or Town, as the case may be, shall maintain cemetery records as follows:

- A. An Interment File shall be maintained in alphabetical order listing all persons buried at the cemetery, listing interment number and the information required by NRS 440.590.
- B. A Plot Map shall be maintained depicting all sections, plots, graves, crypts, lawn crypts, and niches, with descriptive names where applicable.
- C. A Cemetery Map shall be maintained depicting all sections of the cemetery to include plots, mausoleums, and columbariums, and the location of halls, rooms, corridors, elevations, and other divisions, with descriptive names where applicable, in conformance with NRS 452.360.
- D. A Receipt Book shall be maintained to track all fees collected for services provided by the cemetery.

- E. Any historical records of the cemetery shall be maintained and made available for the public.

39.720

Maintenance of Cemetery Grounds. The Sexton or Town shall maintain the cemetery grounds as follows:

- A. The Sexton or Town shall direct generally all improvements within the grounds and upon all plots and graves, before as well as after interments have been made therein. The Sexton or Town shall have charge of the planting, sodding, surveying, and improvements generally.
- B. No one other than the Sexton, Town, or designated agent shall be allowed to perform any work on any plot, grave, crypt, or niche within the grounds without a permit by the Town or other regulatory agency.
- C. No person shall pluck or remove any flower or plant, wild or cultivated, from any part of the cemetery.
- D. The Sexton or Town must address all immediate and long-range landscape concerns to ensure a balanced landscape in the future.

39.740

Use of Cemetery for Gatherings. Any gatherings on cemetery grounds, other than funerals, shall be subject to the following:

- A. Families which are interested in the cemetery may hold ceremonies during daylight hours on the cemetery grounds in the areas dedicated for such public use with prior permission.
- B. Such meetings shall be under the supervision of the Sexton or other designated official, and shall conform to accepted standards for taste and decorum.
- C. Proper respect for the burial areas shall be maintained or the group or gathering shall be requested to leave the cemetery grounds.
- D. No alcoholic beverages shall be permitted upon the cemetery grounds.
- E. Any group using the Veteran's Memorial shall clean up the building before leaving, which consists of removal of all food and beverages, all trash and debris placed in outside containers, and removal of all items left on the floor.
- F. Prior to each event at the Veteran's Memorial, the premises shall be inspected by the Town or its representative set forth in a written report.

- G. Tables and chairs may be used at the Veteran's Memorial by request to the Town at least fourteen (14) business days prior to any event.

39.760

Miscellaneous Regulations. The following additional regulations must be followed:

- A. No coping, borders, or other decorative installations shall be allowed in the cemetery without the written approval of the Sexton or Town.
- B. Old and/or faded flowers will be disposed of by the Sexton or other designated official when he or she deems appropriate.
- C. No trees, shrubs, coping, decorations, fences, or stones may be placed on the graves in the cemetery. The Town will approve and designate where any such installations may be set on the cemetery grounds. Submission of plans or drawings must be provided to the Sexton prior to installation.
- D. The cemetery is reserved for the interments of the citizens and residents of the Town who have resided in the Town for a minimum of twelve (12) months and his/her spouse with reservations.
- E. Military honors for veterans may be provided by military units, as coordinated with the funeral director, mortuary, undertaker, or other authorized person.
- F. No person shall be permitted to enter or exit the cemetery grounds except through the public gate or entryway during the designated hours.
- G. Any person found on the cemetery grounds before or after designated hours without proper authorization shall be subject to prosecution for trespass.
- H. No dogs shall be permitted on the cemetery grounds except a dog trained to assist a handicapped person.
- I. The Sexton or other designated official shall have the authority to enter upon any plot and to remove any objectionable item that may have been placed contrary to the regulations of the cemetery or applicable law.
- J. No person shall be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the cemetery.
- K. All persons are to be reminded that the grounds are sacredly devoted to the burial of the dead and that provisions and penalties of the law, as

provided by ordinance or statute, will be strictly enforced in all cases of wanton injury, disturbance and disregard of the rules.

- 39.800** **General Violation.** Any person who violates any of the provisions of this ordinance shall be guilty of a misdemeanor.
- 39.810** **Penalties.** Any person convicted of a violation of this ordinance shall be punished as provided by the Nevada Revised Statutes for misdemeanors crimes. In addition to being subject to fines and any other penalties which may be assessed by a court of competent jurisdiction, any person who is found guilty of a violation of this ordinance shall be liable for the costs of any subsequent removal and relocation of remains necessitated by the person's violation of this ordinance. Every day that a violation occurs, exists, or is allowed to exist or continue, constitutes a separate offense.
- 39.820** **Severability.** If any section, subsection, subdivision, paragraph, clause, or provision of this ordinance shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, or provision shall not affect any of the remaining provisions of this ordinance.
- 39.825** **Injunctive Relief.** The Town, in addition to the remedies and penalties provided above, may seek injunctive relief against any violator of this ordinance, with or without prior notice, to prevent or correct any cemetery problem.
- 39.830** **No Conflict.** All ordinances, parts of ordinances, or chapters, sections, subsections, or paragraphs or resolutions previously adopted by the Town which are in conflict herewith are hereby repealed.

Proposed by Town Board Member _____

Seconded by Town Board Member _____

Adopted on the _____ day of _____, 20____.

Vote

Ayes

Nays

ATTEST:

Town Board Clerk

Town Board Chairperson

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

2 APR 10

DATE OF DESIRED BOARD MEETING

13 APR 10

CIRCLE ONE: Action

or

Non-Action

ITEM REQUESTED FOR CONSIDERATION:

\$2000 FOR ANNUAL TOWN CLEAN-UP

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:

Request Money For Advertising in Two local
NEWSPAPERS.
Money to buy PRIZES FOR CLEAN-UP GROUPS competing
FOR MOST TRASH REMOVED FROM TOWN STREETS.

BACKUP ATTACHED:

YES

NO

NAME OF PRESENTER(S) OF ITEM: JOHN PAWLAK/PATRICIA COX

SPONSORED BY: NUCLEAR WASTE + ENVIRONMENTAL ADVISORY BD

JOHN M. PAWLAK

Print Name

John M. Pawlak

Signature

702-467-0678

Mailing Address

Telephone Number

#8

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 04/06/2010

TO: Town Board

FROM: John M. Pawlak, Chair: Nuclear Waste and Environmental Advisory Board

DATE: 04/06/2010

RE: Request for funding for 10th Annual Pahrump Town Clean-Up event.

1. Background

In past years the Town has allocated and approved funding for this event in order to reduce the amount of accumulated litter and increase awareness in a cleaner Valley.

Creating a sense of awareness Community spirit, pride and cooperation amongst neighbors and residence of this valley.

2. Funding

The requested funding is needed for minimal advertising in the two local newspapers and also for prizes for most trash picked up by groups attending this event.

Both local newspapers have also supported these two events with numerous briefs and personal interviews, which are not paid for.

Alongside the requested funding for advertising the Pahrump Television and Radio stations have enthusiastically promoted these events with free public service announcements and interviews in support of both in past years.

3. Conclusion

This agenda request is for the advertising for the Town Clean-up Event. Advertising will consist of advertising for the PV Times totaling not more than \$700 and the Mirror newspaper for not more than \$500 prior to the May 8th event date. There are costs involved in printing event flyers, which total not more than \$100. Prizes for winning teams will not exceed \$700. All other promotion will be from volunteers and is provided free of charge to the Community.

4.) Fiscal Impact

There are sufficient funds available in the Economic Development Room Tax Fund for this grant. Grantee will be required to provide receipts and an evaluation form.

5.) Town Manager Recommendation and Board Action Requested:

The Town Manager recommends that the Town Board *move to approve the request for a grant in an amount not to exceed \$2,000 from the Economic Development Room Tax Fund, as presented in this memo.*

Thank You,
John M. Pawlak, Chair
Nuclear Waste and Environmental Advisory Board

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
4/7/2010

DATE OF DESIRED BOARD MEETING
4/13/2010

CIRCLE ONE: Discussion, Action, Decision or XXXXXXXXXX

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision to Approve \$750.00 to the Pahrump Valley Chamber of Commerce (PVCC) for the Baker to Las Vegas run.

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 Memorandum from Mr. Sullivan, Finance Director along with backup provided by the PTCC.

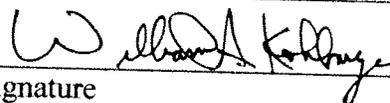
BACKUP ATTACHED: YES NO

SPONSORED BY: Town Manager

NAME OF PRESENTER(S) OF ITEM: PTCC or PVCC Board Member

William A. Kohbarger

Print Name

 04/07/10

Signature

Town Office

Mailing Address

(775) 727-5107 ext. 305

Telephone Number

#9

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 04-13-2010

TO: Town Board

FROM: William A. Kohbarger, Pahrump Town Manager
Paula Glidden, Chairperson, Pahrump Tourism and Convention Council

DATE: April 13, 2010

RE: Approval of Three Pahrump Tourism and Convention Council (PTCC) Marketing Grants totaling \$2,000.00 to the Pahrump Valley Chamber of Commerce and a \$5,000.00 Grant for Threadzfest Event.

1.) BACKGROUND

The PTCC has reviewed and recommended to the Town Board the approval of three grants to fund national and regional marketing of the Town of Pahrump.

a.) \$1,250 to the PVCC for advertising Pahrump as a travel destination in the RV Journal.

This is a continuing marketing effort that has been conducted with the assistance of the Nevada Commission on Tourism which will provide an additional 50% match grant of \$1,250.

b.) \$750 to the PVCC to provide refreshments to the participants of the Baker-to-Las Vegas Run on April 17 & 18, 2010.

This is the 26th annual event and PVCC trailer has become a recognized welcome and hospitality station to the thousands of runners and their support staffs as they arrive in Pahrump. *The trailer is staffed by **unpaid volunteers** who work approximately 6-10 hours until the last runner passes through Town, distributing water, cookies, and fruits to the relay runners and crew as they pass*

c.) \$5,000 to the Threadzfest 2010 event, for regional advertising and marketing expenses to promote this youth sports event at Honeysuckle Park on May 22nd, 2010.

This is the third year the youth extreme sports competition and exhibition will be held in Pahrump. It is jointly hosted with the City of North Las Vegas Parks & Recreation Department's Extreme Sports Division. The event has become a favorite stop on the extreme sports competition circuit, and is beginning to garner national recognition in the media and increased attendance.

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 04-13-2010

2.) Fiscal Impact

There are sufficient funds available in the Pahrump Town Tourism Room Tax Fund for these grants. Like NCOT, the PTCC grants are administered on a reimbursement basis upon submission of receipts and required grant evaluation forms.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager recommends that the Town Board *move to approve the request for three PTCC grants in an amount not to exceed \$7,000 from the Pahrump Tourism Room Tax Fund, as presented in the attached materials.*

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

Attachments – PTCC Grant Applications from PVCC.

TOWN OF PAHRUMP
PAHRUMP TOURISM AND CONVENTION COUNCIL

GRANT AGREEMENT

The purpose of this Grant Agreement (the "Agreement") is to summarize the understanding between the parties regarding the use of room tax fund grant proceeds.

PARTIES TO THE AGREEMENT

a. Pahrump Tourism and Convention Council ("PTCC")

b. Town of Pahrump ("Town")

c. (name) Pahrump Valley Chamber of Commerce

(address) P.O. Box 42

Pahrump NV 89041

(phone) 775-727-5800

(fax) 775-727-3909

(email) info@pahrumpchamber.com

(FEIN) 88-0170403

("Grantee")

EVENT

(description) 26th Annual Baker to Vegas Charity Relay Race

(dates) April 17 and 18, 2010

(times) _____

(at location) Chamber trailer in front of Saddle West Casino and along Highways 372 and 160

EXHIBITS

The following Exhibits, hereby incorporated by reference, must be attached to this Agreement and are considered an integral part of this Agreement:

- Exhibit A: Grantee's original "Grant Request"
Exhibit B: "Receipt and Acknowledgment" of "Grant Request Guidelines"

AWARD OF GRANT

- 1.1 The PTCC has recommended the Town approve funds from room tax proceeds to Grantee in the amount of \$ 750,000.
- 1.2 Grantee will use the grant award only for the expenditures approved by the PTCC/Town as outlined in the original "Grant Request" and PTCC recommendation to the Town Board.
- 1.3 The PTCC only recommends the use of grant funds to the Town; final approval of the grant funds is at the sole and absolute discretion of the Town Board. As such, this Agreement is not considered binding to any Party until such time as it has been approved by the Town Board.
- 1.4 The Town Board reserves all rights to modify the terms of this Agreement including, but not limited to, the amount of the grant award, the permitted uses of grant fund proceeds, imposition of additional requirements, etc., prior to approving the Agreement. In the event the Town modifies the terms of this Agreement, Grantee has only two (2) courses of action: (a) Accept the modified terms without condition; or (b) Rescind the grant request application.
- 1.5 The grant award is limited to the single Event described in this Agreement.
- 1.6 This grant award does not, in any manner whatsoever, create a precedence regarding the award of grants to Grantee and/or any other grantee and/or any other applicant for a grant. Each grant request is considered unique and the PTCC/Town reserve the right to award (or deny) additional and/or future grant requests as deemed appropriate.
- 1.7 Nothing in this Agreement is intended to be construed as to constitute PTCC/Town and Grantee as partners or joint venturers, or either Party as the employee, agent, or representative of the other Party. Each Party agrees that it shall not hold itself out as an agent, partner, joint venturer, employee or representative of the other Party.

CONDITIONS OF GRANT USE

2.1 Grantee agrees to comply with all PTCC "Grant Request Guidelines" in effect at the time the grant was awarded. The "Grant Request Guidelines" are in integral part of this Agreement and are hereby incorporated by reference via this section of the Agreement and via Exhibit B to this Agreement.

2.2 Grantee agrees to comply with all Town, county, state and federal laws relating to the Event and Grantee shall be solely responsible for obtaining any required governmental approvals and/or licenses. Grantee shall be solely responsible for paying any local, state and/or federal taxes, fees, costs, and expenses required for or arising from this Agreement.

Without limiting the generality of this condition, Grantee understands and agrees that Grantee is responsible to secure any and all liquor license approvals from Nye County, any and all health certifications/inspections, any and all sales tax permits, any and all rental registrations/agreements and fees required by the Town for use of Town facilities/staff, etc.

2.3 Grantee agrees to prominently display a PTCC banner and/or any other PTCC collateral material at the event. Said banner and/or other PTCC collateral material will be provided at the sole expense of the PTCC; Grantee will not be responsible to produce the banner and/or other PTCC collateral material. Grantee will be responsible for the pick-up and return of said banner and/or other PTCC collateral material as directed by the PTCC. Grantee agrees to reimburse any costs for loss or damage of any PTCC banners/materials with the exception of those materials designed to be consumable.

2.4 Grantee will supply to the PTCC/Town a designated public information person and sufficient event details a minimum of ninety (90) days prior to the event date(s) to allow the PTCC/Town the ability to issue a press release regarding the event.

2.5 Grantee hereby grants to PTCC/Town a nonexclusive license to utilize Grantee's logo, trademark, service mark, event, event information, intellectual property, proprietary information, etc. for the sole purpose of advertising Grantee's event through advertising/marketing channels available to PTCC/Town. Said advertising may include, but is not limited to, the PTCC Internet website (including the event calendar web page), the Town Internet website, the Town marquee, banners, printed flyers, billboards, newspapers, radio, television, etc.

2.6 The PTCC/Town operates on a reimbursement model; no grant award funds will be supplied prior to the start of the project. Grantee must request reimbursement by submitting, in invoice format, actual receipts to the Town office. Grantee must supply the Town Office with a complete and accurate IRS Form W-9 prior to any reimbursement being processed. Grantee understands and agrees that the reimbursement process will take approximately sixty (60) days to complete.

2.7 The grant award is the maximum amount to be supplied to Grantee. In the event that actual receipts are less than the grant award, Grantee will be reimbursed for that lesser amount. In the event that actual receipts are greater than the grant award, Grantee will be reimbursed up to the grant award amount only.

2.8 Pursuant to the "Grant Request Guidelines," each Grantee must submit a "Grant Evaluation" form to the PTCC in conjunction with the request for reimbursement (refer to Section 2.6 above). Failure to complete/submit the "Grant Evaluation" form will result in denial of the reimbursement and will automatically disqualify Grantee from all future grant requests.

OTHER

3.1 Grantee represents and warrants that Grantee's signatory to this Agreement has full authority to enter into this Agreement and bind Grantee.

3.2 Grantee shall indemnify and hold PTCC/Town shareholders, directors, officers, strategic advisors, employees, agents, representatives, attorneys, and accountants holding equity in, retained by, employed by, commissioned by or otherwise controlled by PTCC/Town (the "PTCC/Town Indemnified Parties") harmless from and against any losses incurred by any of the PTCC/Town Indemnified Parties with respect to, arising from or out of any third party claim that relates to or arises out of any act or omission of Grantee or Grantee's agents, servant or employees that results (i) in an investigation relating to a breach of any legal requirement or of any covenant, representation, warranty or other obligation of Grantee contained in or arising out of the Agreement, (ii) an actual breach of any legal requirement, covenant, representation, warranty, or obligation in this Agreement, (iii) personal injury, or (iv) property damage.

3.3 Grantee will secure and have on file with the Town a certificate of liability insurance, naming PTCC/Town as co-insured, in an amount required by the Town's insurance carrier a minimum of thirty (30) days prior to the start of the event.

3.4 Unless otherwise expressly stated herein, this Agreement may be changed, waived, discharged, or terminated only by an instrument in writing, signed by all Parties.

3.5 The Agreement, and all questions relating to its validity, interpretation, performance, and enforcement (including, but not limited to, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the state of Nevada (excluding its conflicts of law provisions) application to agreements made and to be performed entirely within this state. The parties consent to personal jurisdiction, as well as venue for any claim regarding or arising out of this Agreement, in the appropriate county, state or federal court located in Nye County, Nevada.

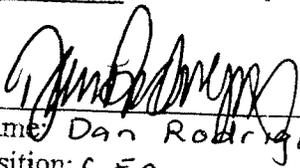
3.6 If any provision of this Agreement is determined to be unenforceable for any reason, it shall be deemed stricken from the Agreement but shall not otherwise affect the intention of the parties or the remaining provisions of the Agreement.

3.7 The captions in the Agreement are for convenience only and shall not be used in interpreting it. In interpreting this Agreement, any change in gender or number shall be made as appropriate to fit the context.

3.8 This Agreement, together with the Exhibits, constitutes the final written expression of all of the agreements between the parties and is a complete and exclusive statement of all the terms and promises made between the parties. It supercedes all earlier and contemporaneous agreements, representations, and understandings of the parties, whether written or oral, concerning the same subject matter. The parties specifically represent each to the other that there are no additional or supplemental agreements between them related in any way to the matters contained in this Agreement unless specifically included or referred to herein. This Agreement may be executed in one (1) or more counterparts. The Parties acknowledge that each of them has reviewed this Agreement and has had an opportunity to have this Agreement reviewed by their attorneys and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement, including amendments or Exhibits.

GRANTEE

PTCC



Name: Dan Rodriguez
Position: CEO

PTCC Chairperson

February 8, 2010

Date

Date

This Agreement was heard and approved by the Pahrump Town Board at its regularly scheduled meeting on _____, 20_____.

Town Manager

Date

Grant Request

The Pahrump Valley Chamber of Commerce has hosted the "hospitality booth" over the last 10 years along the race route in front of the Saddle West Hotel and Casino. Volunteers staff the booth during the relay from the first racer to the last with offerings of fruit, cookies and beverages. Most items are donated by various local business organizations. There are approximately 225 teams competing and each team has about 50 people per team which includes runners, family and support personnel. About half of them will travel through or stay in Pahrump. Normally all of the hotels in Pahrump, Shoshone, Amargosa Valley and Beatty sell out for this event. A number of law enforcement personnel have relocated to Pahrump as a result of their having run in the race and discovering Pahrump along the way. The day and after the race ensure hotels are booked, money is spent on food, groceries and gasoline as well as gambling. All of these have a positive impact on the local economy.

EXHIBIT B

Receipt and Acknowledgment of Grant Request Guidelines

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
4/7/2010

DATE OF DESIRED BOARD MEETING
4/13/2010

CIRCLE ONE: Discussion, Action, Decision or XXXXXXXXXX

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision to Approve \$1,250 to the Pahrump Valley Chamber of Commerce (PVCC) for the Nevada Commission on Tourism grant match for advertising in the RV Journal.

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 Memorandum from Mr. Sullivan, Finance Director along with backup provided by the PTCC.

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Manager

NAME OF PRESENTER(S) OF ITEM: PTCC or PVCC Board Member

William A. Kohbarger

Print Name

William A. Kohbarger 04/07/10
Signature

Town Office

Mailing Address

(775) 727-5107 ext. 305

Telephone Number

#10

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 04-13-2010

TO: Town Board

FROM: William A. Kohbarger, Pahrump Town Manager
Paula Glidden, Chairperson, Pahrump Tourism and Convention Council

DATE: April 13, 2010

RE: Approval of Three Pahrump Tourism and Convention Council (PTCC) Marketing Grants totaling \$2,000.00 to the Pahrump Valley Chamber of Commerce and a \$5,000.00 Grant for Threadzfest Event.

1.) BACKGROUND

The PTCC has reviewed and recommended to the Town Board the approval of three grants to fund national and regional marketing of the Town of Pahrump.

a.) \$1,250 to the PVCC for advertising Pahrump as a travel destination in the RV Journal.

This is a continuing marketing effort that has been conducted with the assistance of the Nevada Commission on Tourism which will provide an additional 50% match grant of \$1,250.

b.) \$750 to the PVCC to provide refreshments to the participants of the Baker-to-Las Vegas Run on April 17 & 18, 2010.

This is the 26th annual event and PVCC trailer has become a recognized welcome and hospitality station to the thousands of runners and their support staffs as they arrive in Pahrump. *The trailer is staffed by **unpaid volunteers** who work approximately 6-10 hours until the last runner passes through Town, distributing water, cookies, and fruits to the relay runners and crew as they pass*

c.) \$5,000 to the Threadzfest 2010 event, for regional advertising and marketing expenses to promote this youth sports event at Honeysuckle Park on May 22nd, 2010.

This is the third year the youth extreme sports competition and exhibition will be held in Pahrump. It is jointly hosted with the City of North Las Vegas Parks & Recreation Department's Extreme Sports Division. The event has become a favorite stop on the extreme sports competition circuit, and is beginning to garner national recognition in the media and increased attendance.

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 04-13-2010

2.) Fiscal Impact

There are sufficient funds available in the Pahrump Town Tourism Room Tax Fund for these grants. Like NCOT, the PTCC grants are administered on a reimbursement basis upon submission of receipts and required grant evaluation forms.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager recommends that the Town Board *move to approve the request for three PTCC grants in an amount not to exceed \$7,000 from the Pahrump Tourism Room Tax Fund, as presented in the attached materials.*

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

Attachments – PTCC Grant Applications from PVCC.

**PAHRUMP TOURISM AND CONVENTION COUNCIL
Grant Request Transmittal**

DATE: 3/17/10

TO: Pahrump Town Board

FROM: Pahrump Tourism and Convention Council ("PTCC")

The PTCC voted to recommend that the Town of Pahrump approve the following grant to assist in developing, promoting, and improving tourism to and within the Town of Pahrump. The funds to provide the grant would come from the room tax fund designated solely for these purposes.

Name of Event:	<u>R.V. Journal</u>	
Dates/Locations:	<u>1/1/10 - 12/31/10</u> <u>Magazine Ad</u>	
Name of Applicant:	<u>Pahrump Valley Chamber Of Commerce</u>	
Total Projected Cost of Event:	<u>\$2,489.00</u>	
Projected Economic Benefit to the Town of Pahrump:	<u>\$1,250.00</u>	
Amount and Authorized Use of Grant Funds:	<u>Marketing/Advertising</u>	<u>\$ 1,250.00</u>
	<u>Start-up Expenses</u>	<u>\$</u>
	<u></u>	<u>\$</u>
	<u></u>	<u>\$</u>
	TOTAL	<u>\$ 1,250.00</u>

The following documentation is attached for your review and in support of this grant request:

1. Signed Grant Agreement
2. Grant Request Application including financial information (for this event as well as for the organization as a whole), copies of proposed marketing and advertising collateral, etc.
3. Signed "Receipt and Acknowledgment" of Grant Request Guidelines.

Thank you for your consideration in this matter.

TOWN OF PAHRUMP
PAHRUMP TOURISM AND CONVENTION COUNCIL

GRANT AGREEMENT

The purpose of this Grant Agreement (the "Agreement") is to summarize the understanding between the parties regarding the use of room tax fund grant proceeds.

PARTIES TO THE AGREEMENT

a. Pahrump Tourism and Convention Council ("PTCC")

b. Town of Pahrump ("Town")

c. (name) Pahrump Valley Chamber of Commerce

(address) P O Box 42

Pahrump, NV 89041

(phone) 775-727-5800

(fax) 775-727-3909

(email) info@pahrumpchamber.com

(FEIN) 88-0170403

("Grantee")

EVENT

(description) A quarter page ad to be published in the
RV Journal quarterly for one full year

(dates) 1/1/10 - 12/31/10

(times) _____

(at location) _____

EXHIBITS

The following Exhibits, hereby incorporated by reference, must be attached to this Agreement and are considered an integral part of this Agreement:

- Exhibit A: Grantee's original "Grant Request"
Exhibit B: "Receipt and Acknowledgment" of "Grant Request Guidelines"

AWARD OF GRANT

- 1.1 The PTCC has recommended the Town approve funds from room tax proceeds to Grantee in the amount of \$ 2489.00.
- 1.2 Grantee will use the grant award only for the expenditures approved by the PTCC/Town as outlined in the original "Grant Request" and PTCC recommendation to the Town Board.
- 1.3 The PTCC only recommends the use of grant funds to the Town; final approval of the grant funds is at the sole and absolute discretion of the Town Board. As such, this Agreement is not considered binding to any Party until such time as it has been approved by the Town Board.
- 1.4 The Town Board reserves all rights to modify the terms of this Agreement including, but not limited to, the amount of the grant award, the permitted uses of grant fund proceeds, imposition of additional requirements, etc., prior to approving the Agreement. In the event the Town modifies the terms of this Agreement, Grantee has only two (2) courses of action: (a) Accept the modified terms without condition; or (b) Rescind the grant request application.
- 1.5 The grant award is limited to the single Event described in this Agreement.
- 1.6 This grant award does not, in any manner whatsoever, create a precedence regarding the award of grants to Grantee and/or any other grantee and/or any other applicant for a grant. Each grant request is considered unique and the PTCC/Town reserve the right to award (or deny) additional and/or future grant requests as deemed appropriate.
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CONDITIONS OF GRANT USE

2.1 Grantee agrees to comply with all PTCC "Grant Request Guidelines" in effect at the time the grant was awarded. The "Grant Request Guidelines" are in integral part of this Agreement and are hereby incorporated by reference via this section of the Agreement and via Exhibit B to this Agreement.

2.2 Grantee agrees to comply with all Town, county, state and federal laws relating to the Event and Grantee shall be solely responsible for obtaining any required governmental approvals and/or licenses. Grantee shall be solely responsible for paying any local, state and/or federal taxes, fees, costs, and expenses required for or arising from this Agreement.

Without limiting the generality of this condition, Grantee understands and agrees that Grantee is responsible to secure any and all liquor license approvals from Nye County, any and all health certifications/inspections, any and all sales tax permits, any and all rental registrations/agreements and fees required by the Town for use of Town facilities/staff, etc.

2.3 Grantee agrees to prominently display a PTCC banner and/or any other PTCC collateral material at the event. Said banner and/or other PTCC collateral material will be provided at the sole expense of the PTCC; Grantee will not be responsible to produce the banner and/or other PTCC collateral material. Grantee will be responsible for the pick-up and return of said banner and/or other PTCC collateral material as directed by the PTCC. Grantee agrees to reimburse any costs for loss or damage of any PTCC banners/materials with the exception of those materials designed to be consumable.

2.4 Grantee will supply to the PTCC/Town a designated public information person and sufficient event details a minimum of ninety (90) days prior to the event date(s) to allow the PTCC/Town the ability to issue a press release regarding the event.

2.5 Grantee hereby grants to PTCC/Town a nonexclusive license to utilize Grantee's logo, trademark, service mark, event, event information, intellectual property, proprietary information, etc. for the sole purpose of advertising Grantee's event through advertising/marketing channels available to PTCC/Town. Said advertising may include, but is not limited to, the PTCC Internet website (including the event calendar web page), the Town Internet website, the Town marquee, banners, printed flyers, billboards, newspapers, radio, television, etc.

2.6 The PTCC/Town operates on a reimbursement model; no grant award funds will be supplied prior to the start of the project. Grantee must request reimbursement by submitting, in invoice format, actual receipts to the Town office. Grantee must supply the Town Office with a complete and accurate IRS Form W-9 prior to any reimbursement being processed. Grantee understands and agrees that the reimbursement process will take approximately sixty (60) days to complete.

2.7 The grant award is the maximum amount to be supplied to Grantee. In the event that actual receipts are less than the grant award, Grantee will be reimbursed for that lesser amount. In the event that actual receipts are greater than the grant award, Grantee will be reimbursed up to the grant award amount only.

2.8 Pursuant to the "Grant Request Guidelines," each Grantee must submit a "Grant Evaluation" form to the PTCC in conjunction with the request for reimbursement (refer to Section 2.6 above). Failure to complete/submit the "Grant Evaluation" form will result in denial of the reimbursement and will automatically disqualify Grantee from all future grant requests.

OTHER

3.1 Grantee represents and warrants that Grantee's signatory to this Agreement has full authority to enter into this Agreement and bind Grantee.

3.2 Grantee shall indemnify and hold PTCC/Town shareholders, directors, officers, strategic advisors, employees, agents, representatives, attorneys, and accountants holding equity in, retained by, employed by, commissioned by or otherwise controlled by PTCC/Town (the "PTCC/Town Indemnified Parties") harmless from and against any losses incurred by any of the PTCC/Town Indemnified Parties with respect to, arising from or out of any third party claim that relates to or arises out of any act or omission of Grantee or Grantee's agents, servant or employees that results (i) in an investigation relating to a breach of any legal requirement or of any covenant, representation, warranty or other obligation of Grantee contained in or arising out of the Agreement, (ii) an actual breach of any legal requirement, covenant, representation, warranty, or obligation in this Agreement, (iii) personal injury, or (iv) property damage.

3.3 Grantee will secure and have on file with the Town a certificate of liability insurance, naming PTCC/Town as co-insured, in an amount required by the Town's insurance carrier a minimum of thirty (30) days prior to the start of the event.

3.4 Unless otherwise expressly stated herein, this Agreement may be changed, waived, discharged, or terminated only by an instrument in writing, signed by all Parties.

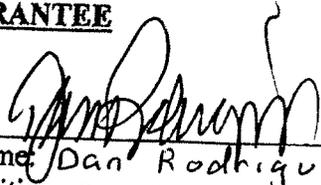
3.5 The Agreement, and all questions relating to its validity, interpretation, performance, and enforcement (including, but not limited to, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the state of Nevada (excluding its conflicts of law provisions) application to agreements made and to be performed entirely within this state. The parties consent to personal jurisdiction, as well as venue for any claim regarding or arising out of this Agreement, in the appropriate county, state or federal court located in Nye County, Nevada.

3.6 If any provision of this Agreement is determined to be unenforceable for any reason, it shall be deemed stricken from the Agreement but shall not otherwise affect the intention of the parties or the remaining provisions of the Agreement.

3.7 The captions in the Agreement are for convenience only and shall not be used in interpreting it. In interpreting this Agreement, any change in gender or number shall be made as appropriate to fit the context.

3.8 This Agreement, together with the Exhibits, constitutes the final written expression of all of the agreements between the parties and is a complete and exclusive statement of all the terms and promises made between the parties. It supercedes all earlier and contemporaneous agreements, representations, and understandings of the parties, whether written or oral, concerning the same subject matter. The parties specifically represent each to the other that there are no additional or supplemental agreements between them related in any way to the matters contained in this Agreement unless specifically included or referred to herein. This Agreement may be executed in one (1) or more counterparts. The Parties acknowledge that each of them has reviewed this Agreement and has had an opportunity to have this Agreement reviewed by their attorneys and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement, including amendments or Exhibits.

GRANTEE



Name: Dan Rodriguez
Position: CGO

February 8, 2010
Date

PTCC

PTCC Chairperson

Date

This Agreement was heard and approved by the Pahrump Town Board at its regularly scheduled meeting on _____, 20_____.

Town Manager

Date

STATE OF NEVADA
COMMISSION ON TOURISM

GRANT AGREEMENT

GRANT NO: NST-10-39

GRANTEE: Pahrump Valley Chamber of Commerce

PROJECT TITLE: Advertising RV Journal

PROJECT SCOPE (Description of Project): The funding provided will be used to design and place a quarter page display ad and a Visitor Information Center listing in the RV Journal for 4 quarters (1 year of publication) with the objective to increase tourism in Pahrump.

DATE OF AWARD: December 8, 2009

STATE TOURISM GRANT AWARD: \$2,489 GRANTEE'S REQUIRED MATCH: \$2,489

HOW MATCHED: Local Cash and/or In-Kind Contribution

COMMENTS/CONDITIONS: With more than 1,600 RV spaces in Pahrump, this is a market they should aggressively pursue. It is important that they have a strong presence in the leading RV publications.

The following is incorporated into this agreement:

The State of Nevada, represented by the Executive Director of the Nevada Commission on Tourism, and the Grantee named above, mutually agrees to perform this agreement in accordance with Nevada Revised Statutes, Section 231.260, paragraph 5.

The State of Nevada hereby promises, in consideration of the promises made by the Grantee herein, to obligate to the Grantee the amount of money set forth above and to tender to the Grantee that portion of the obligation which is necessary to pay the State of Nevada's share of the costs of the above project, based on the above percentage of assistance. The Grantee promises, in consideration of the promises made by the State of Nevada herein, to execute the project described above in accordance with the terms of this agreement.

The Commission on Tourism's grant guidelines are in effect as of the date of this agreement, as hereafter amended upon notice of said amendment, and the application for grant funds submitted by the Grantee and approved by the Commission on Tourism.

If special conditions have been placed upon this grant, they are enumerated above.

**THE FULL GRANT REIMBURSEMENT MUST BE RECEIVED BY THE
NEVADA COMMISSION ON TOURISM NO LATER THAN JUNE 30, 2010.**

CONDITIONS:

- 1) Please note the change to Page 2, Item "a" of this Grant Agreement.
- 2) Any photography paid for by grant funding through the Nevada Commission on Tourism will become the property of the Nevada Commission on Tourism. The rights to this photography will be for unlimited usage with no expiration date.

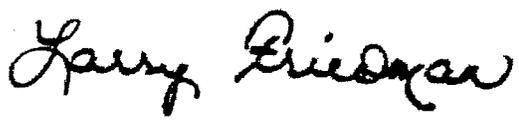
I hereby agree that:

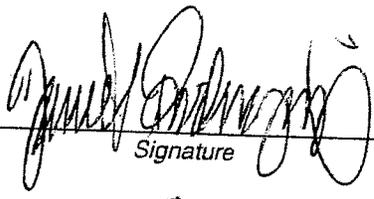
- a. Printed material (including, but not limited to, programs, literature, posters, signs and advertising), where possible, should include the Nevada Commission on Tourism's website: www.travelnevada.com
- b. Materials which will be published (including, but not limited to, programs, literature, posters, signs, billboards and advertising) must be reviewed and approved by the Commission in advance of printing. The review will be conducted by the Commission to determine if the materials will further the purpose of promoting travel and tourism to and within Nevada.
- c. This grant is awarded for the purpose of promoting travel and tourism to and within the state of Nevada as set forth in the application for grant funds approved by the Nevada Commission on Tourism and must be used for no other purpose.
- d. All grant funds must be obligated or expended in the same fiscal year for which they are awarded.
- e. Prior to release of any grant funds, Grantee must provide evidence to the Commission of an amount of money or in-kind services to match the grant in proportion as approved by the Commission on Tourism and to be used for the purposes approved by the Commission.
- f. Grants may be audited at any time by the Commission on Tourism, Legislative Auditor, Attorney General, or its representatives, and all grants will be audited upon completion.
- g. All final performance audits must be completed to the satisfaction of the Commission prior to consideration of further applications from the Grantee.
- h. Grantee must notify the Commission, in writing, of the completion of the grant project, including a full report of the results of the project.
- i. The following are not matchable expenses under the term of the grant award: capital investments (excluding billboards and signs), salaries, staff benefits, cost over-runs, overhead, supplies, equipment purchase, alcohol or drugs, communications by telephone, telegraph, telex, postal mail or any other means, and non-budgeted expenses, expenses or commitments made prior to the starting date of this grant.
- j. A final project evaluation will be completed by the Commission, to include the final audit and comparison of the project's goals with its end results. Payment will be made upon notice of the completion and audit by the Commission. An evaluation form must be completed by the Grantee at the time of the billing before funds will be released and before additional monies will be released by the Commission on other projects.
- k. This grant award is made subject to the provisions of the approved application, grant guidelines, the Commission's budget and any applicable state regulation and statute.
- l. Other: EVIDENCE MUST BE PRESENTED THAT THE OBLIGATION OR EXPENDITURE HAS BEEN MADE FOR THE PURPOSES PRESENTED IN THE APPLICATION FOR GRANT FUNDS AND APPROVED BY THE NEVADA COMMISSION ON TOURISM BEFORE ANY GRANT FUNDS WILL BE RELEASED.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATE ENTERED BELOW:

THE STATE OF NEVADA:

GRANTEE:

By 
 Deputy Director of Sales & Industry Partners

By: 
 Signature
 Dan Rodriguez - CEO
 Name and Title

Date: December 9, 2009

Date: 2-4-10

Nevada Commission on Tourism

PRINT

Marketing Grant 2010 2nd Cycle

Grant ID: 1233
Project Title: Advertising R V Journal
Grant Submitted:

Organization Information

Organization: Pahrump Valley Chamber of Commerce
Address: PO Box 42 , Pahrump, 89041
Phone: 775 727 5800
CEO / Director: Dan Rodriguez

Submitting Applicant

Name: Dan
Title: Executive Director
Phone: 775 727 5800
Email: ceo@pahrupchamber.com

Grant Questions

Have you applied to your local room tax authority, regional marketing entity, or other potential partners for funds to support this project? If so, what were the results of that application(s)?

We plan to request a match from the Town of Pahrump.

If application is for an event, actual date(s) of event

N/A

Date work will begin on this project

This will include the 4 issues, the Winter, Spring, Summer and Fall quarterly issues.

Date this project will be completed

Fall, 2010

Location of Project

R V Journal

Please provide an overview of the project, including justification for the project and the objectives of the project

A quarter page ad and the Visitor Information Center Listing to be published in the RV Journal quarterly for one full year.
This will increase Pahrump's visibility and help with increased tourism.

Total budget of project

\$4,977.80

Nevada Commission on Tourism funds requested

\$2,488.90

Local funds which will be used for match

\$2,488.90

Source of local funds which will be used for match

The Town of Pahrump

If you are requesting waiver of local match (for counties under 35,000 population), state the reason for the request of waiver (see Grant Guidelines)

Specifically describe how Nevada Commission on Tourism funds will be utilized in this project

The funding provided will be used to design and place a quarter page display ad and a Visitor Information Center listing in the RV Journal for 4 quarters (1 year of publication) with the objective to increase tourism in Pahrump.

How many visitors, from outside a 100-mile radius, do you expect to draw to your area as a result of this project

We anticipate more than 1,200 visitors per month during peak snow bird season (October - April) and at least 400 visitors per month during the off season.

How many total nights do you expect the out-of-area visitors to spend in your area as a result of this project?

Estimated 10,000

Approximately how many people outside your immediate vicinity (both in-state and out-of-state) will be exposed to the promotion of this project?

More than 525,000

Approximately how many people visited your area as a result of a similar project last year?

There is no tracking mechanism that allows us to track the numbers of people during any given year, however the increase in leads, which was 1,100 from another publication is a good indicator.

Project the expected increase in visitor numbers as a result of this project

We expect an increase of 10%.

If this grant is associated with a web site, what is the URL?

We will receive a rotating display ad on www.rvjjournal.com included free and we will include our website address of www.pahrumpchamber.com in our quarter page display ad and Visitor Information Listing.

Has this project been funded through Nevada Commission on Tourism Grant or Matching Grants Funds Before? If so, please list which fiscal year(s) and what have been the most recent results?

We did have a 1/2 page display ad in 2005 and 2006. We have had the Visitor Information Listing in 2007 and 2008.

The Nevada Commission on Tourism receives on average twice the requests for funding than funding available. Why should your project receive funding over the other requests that we have received?

The Pahrump Valley Chamber of Commerce always get a 50% cash match of funds requested from the Town Room Tax Fund. In addition, we do very little print ad marketing but always consider R V Journal as an ideal publication to market our town.

What is the overall economic impact of this project?

Increased exposure will increase visitors which will generate revenue through local purchases and room taxes. Although the primary destination of these tourists is Pahrump, they usually visit multiple state locations which makes this advertising value added to Nevada.

Grant Budget

Audio Visual

Films	\$0.00	N/A
Other	\$0.00	N/A
Slides	\$0.00	N/A
Video Tape	\$0.00	N/A

Internet

Maintenance	\$0.00	N/A
Other	\$0.00	N/A
Search Engine Optimization	\$0.00	N/A
Web site Development	\$0.00	N/A
Web site Hosting Fees	\$0.00	N/A
Web site Redesign	\$0.00	N/A

Paid Media

Banner Ads	\$0.00	N/A
Billboard	\$0.00	N/A
Magazine	\$4477.80	1/4 page ad (2 column width) 3 5/8" X 4 5/8" in Winter, Spring, Summer and Fall issues. To be included is a Visitor Information Listing and a rotating ad on the RV Journal's website.
Newspaper	\$0.00	N/A
Other	\$0.00	N/A
Production & Development	\$500.00	Ad design and production
Radio Station	\$0.00	N/A
Social Media	\$0.00	N/A
Television	\$0.00	N/A

Printed Material

Brochure	\$0.00	N/A
Direct Mail Literature	\$0.00	N/A
Other	\$0.00	N/A

Publicity

Other	\$0.00	N/A
Photographs	\$0.00	N/A
Preparation	\$0.00	N/A

Trade Show

Booth Space	\$0.00	N/A
Other	\$0.00	N/A
Registration Fee	\$0.00	N/A
Shipping of Literature	\$0.00	N/A
Travel Expenses	\$0.00	N/A

Travel Show

Booth Space	\$0.00	N/A
Other	\$0.00	N/A
Registration Fee	\$0.00	N/A
Shipping of Literature	\$0.00	N/A
Travel Expenses	\$0.00	N/A

Comments / Notes

EXHIBIT B

Receipt and Acknowledgment of Grant Request Guidelines

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 04-13-2010

TO: Town Board

FROM: William A. Kohbarger, Pahrump Town Manager
Paula Glidden, Chairperson, Pahrump Tourism and Convention Council

DATE: April 13, 2010

RE: Approval of Three Pahrump Tourism and Convention Council (PTCC) Marketing Grants totaling \$2,000.00 to the Pahrump Valley Chamber of Commerce and a \$5,000.00 Grant for Threadzfest Event.

1.) BACKGROUND

The PTCC has reviewed and recommended to the Town Board the approval of three grants to fund national and regional marketing of the Town of Pahrump.

a.) \$1,250 to the PVCC for advertising Pahrump as a travel destination in the RV Journal.

This is a continuing marketing effort that has been conducted with the assistance of the Nevada Commission on Tourism which will provide an additional 50% match grant of \$1,250.

b.) \$750 to the PVCC to provide refreshments to the participants of the Baker-to-Las Vegas Run on April 17 & 18, 2010.

This is the 26th annual event and PVCC trailer has become a recognized welcome and hospitality station to the thousands of runners and their support staffs as they arrive in Pahrump. *The trailer is staffed by **unpaid volunteers** who work approximately 6-10 hours until the last runner passes through Town, distributing water, cookies, and fruits to the relay runners and crew as they pass*

c.) \$5,000 to the Threadzfest 2010 event, for regional advertising and marketing expenses to promote this youth sports event at Honeysuckle Park on May 22nd, 2010.

This is the third year the youth extreme sports competition and exhibition will be held in Pahrump. It is jointly hosted with the City of North Las Vegas Parks & Recreation Department's Extreme Sports Division. The event has become a favorite stop on the extreme sports competition circuit, and is beginning to garner national recognition in the media and increased attendance.

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 04-13-2010

2.) Fiscal Impact

There are sufficient funds available in the Pahrump Town Tourism Room Tax Fund for these grants. Like NCOT, the PTCC grants are administered on a reimbursement basis upon submission of receipts and required grant evaluation forms.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager recommends that the Town Board *move to approve the request for three PTCC grants in an amount not to exceed \$7,000 from the Pahrump Tourism Room Tax Fund, as presented in the attached materials.*

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

Attachments – PTCC Grant Applications from PVCC.

**PAHRUMP TOURISM AND CONVENTION COUNCIL
Grant Request Transmittal**

DATE: 3/17/10
 TO: Pahrump Town Board
 FROM: Pahrump Tourism and Convention Council ("PTCC")

The PTCC voted to recommend that the Town of Pahrump approve the following grant to assist in developing, promoting, and improving tourism to and within the Town of Pahrump. The funds to provide the grant would come from the room tax fund designated solely for these purposes.

Name of Event:	<u>Threadzfest</u>	
Dates/Locations:	<u>May 22, 2010</u> <u>Honeysuckle Park</u>	
Name of Applicant:	<u>Nick Moore</u>	
Total Projected Cost of Event:	<u>\$19,945.00</u>	
Projected Economic Benefit to the Town of Pahrump:	<u>\$5,000.00</u>	
Amount and Authorized Use of Grant Funds:	<u>Marketing/Advertising</u>	<u>\$ 5,000.00</u>
	<u>Start-up Expenses</u>	<u>\$ _____</u>
	<u>_____</u>	<u>\$ _____</u>
	<u>_____</u>	<u>\$ _____</u>
	TOTAL	<u>\$ 5,000.00</u>

The following documentation is attached for your review and in support of this grant request:

1. Signed Grant Agreement
2. Grant Request Application including financial information (for this event as well as for the organization as a whole), copies of proposed marketing and advertising collateral, etc.
3. Signed "Receipt and Acknowledgment" of Grant Request Guidelines.

Thank you for your consideration in this matter.

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 Ruid Community Center.

DATE AGENDA ITEM SUBMITTED

3/1/10

DATE OF DESIRED BOARD MEETING

3/11/10

CIRCLE ONE:

Action

or

Non-Action

ITEM REQUESTED FOR CONSIDERATION:

Marketing / Advertising funding for Thredfest 2010
Community event Action sports and music festival

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

BRIEF SUMMARY OF ITEM:

2010 Marketing Advertising grant for Town of Pahrump
Thredfest annual event \$5000 marketing grant

BACKUP ATTACHED:

YES

NO

NAME OF PRESENTER(S) OF ITEM:

Nick Moore

SPONSORED BY:

Nick Moore
Print Name

[Signature]
Signature

1191 E Blackhorn St.
Mailing Address

775-209-6936
Telephone Number

PAHRUMP TOURISM AND CONVENTION COUNCIL ("PTCC")

Form PTCC-03: Grant Request Application Packet

In completing this grant request application, please refer to the published "Grant Request Guidelines" for definitions, acceptable uses of grant funds, etc.

Type of Application:

Marketing

Start-Up

Infrastructure

Cultural

APPLICATION CHECKLIST

This checklist is for your use in completing your PTCC Grant Request. Please submit the original grant request in the order and methods listed below.

Name of Applicant:

Nick Moore / Threadfest 2017

Application Package

- Application Checklist
- Cover Sheet
- Application Narrative
- Event Budget
- Signed Certification Page

Supporting Materials

- Signed "Receipt and Acknowledgment" of Grant Request Guidelines
- Current Board of Directors list
- Most recent financial statement (Balance Sheet and Profit/Loss Statement)
- IRS Form 990 (if available)
- Annual audit results (if available)
- Marketing collateral (section 2 of the Grant Request Guidelines)
- List of volunteer involvement and in-kind contributions
- Any supplemental materials relevant to this grant request

PAHRUMP TOURISM AND CONVENTION COUNCIL ("PTCC")

Form PTCC-03: Grant Request Application Packet

COVER SHEET

Name of Applicant: Nick Moore / Threadzfest 2010
Address: 1191 E Blackhorn St. / 1231 S Loop Rd
City, State, Zip: Pahrump NV 89048
Tax ID #: _____
Contact Person: Nick Moore
Telephone/Fax: 775-709-6936 ^{Fax} 775-727-5637
E-Mail/Website: Nick-aceplace@hotmail.com threadzfest.com

Type of Organization: Governmental Non-Profit For Profit Individual

Details of project/event - please include the name, date(s), time(s), location(s), purpose and other pertinent information

Threadzfest 2010, May 22 2010, Honeyuckle park
Pahrump NV, - All ages Action sports and music
festival. Built for, and to drive traffic to our community

Total Projected Event Income: \$ 0
(This should match total income from page 4)

Total Projected Event Expenses: \$ 19945-
(This should match total expenses from page 4)

Total Projected Event Income/(Loss): \$ (19945-)
(This should match total income/(loss) from page 4)

Grant Amount Requested: \$ 5000-

Has this project/event received a PTCC grant in the past? YES NO If yes, when? 6/09

Has your organization received a PTCC grant in the past? YES NO If yes, when? _____

How many times has this project/event been held in the past? 2 years

PAHRUMP TOURISM AND CONVENTION COUNCIL ("PTCC")

Form PTCC-03: Grant Request Application Packet

APPLICATION NARRATIVE

Your application narrative should be typed using a 12-point font, be no more than four (4) pages in length, and should respond to the following:

1. APPLICANT INFORMATION

- 1.1 Mission statement, brief statement of goals and objectives
- 1.2 Brief summary of applicant's history
- 1.3 Description of current programs, activities and accomplishments

2. PURPOSE OF GRANT

- 2.1 Describe the goals and objectives for this grant
- 2.2 Describe target population including number of individuals served
- 2.3 Describe specific activities for which you are seeking funding and the timeline for completion
- 2.4 Is this a new or on-going activity?
- 2.5 Other organizations participating in this activity
- 2.6 Other governmental organizations providing grants, including amount granted
- 2.7 Other corporate/community organizations providing grants, including amount granted

3. ADVERTISING/MARKETING

- 3.1 How will this project/event be advertised and marketed?
- 3.2 Where will this project/event be advertised and marketed?
- 3.3 How many people will be exposed to the advertising/marketing? Please provide a breakdown by geographic area
- 3.4 Is marketing collateral (refer to Section 2 of the Grant Request Guidelines) attached to this application?

4. LOCAL IMPACT

- 4.1 How many people will attend the project/event? How many are local residents? How many are visitors?
- 4.2 Will the project/event result in visitors staying one or more nights in local hotels and/or RV parks? How many total room nights are expected?
- 4.3 What is the overall economic impact of this project?
- 4.4 How will you track attendance and overall economic impact?
- 4.5 What is the overall expected outcome of the project/event?
- 4.6 How will you sustain this project/event past the start-up period?

Threadzfest is an all ages annual Action Sports and Music Festival built for, and to drive traffic to our great community. Like festivals in Las Vegas have generated an attendance upwards of 15,000 people.

I, Nick Moore organize and operate the event with help from friends and family members. I am a 31 year resident of Pahrump Valley. I am extremely proud of our community, and have always had a want or drive inside me to show off and grow our town. We have a great place to live, and the more people or businesses that visit or move to our community the stronger we can become as a town.

Last Year, with the support of the Tourism Board, the Town of Pahrump, corporate sponsorship, and a lot of hard work, Threadzfest was a great success. With an estimated attendance of 3000 plus people and zip codes captured from 23 different places (not including our 4 here in the valley) helps re-affirm that the event brought people to our great town. We had a skateboard and bike competition that was put on with help from the city of Las Vegas's extreme sports division. We had 90 applicants compete in this exciting event 23 of which were local competitors. The Musical talent that performed at last year's event was amazing for the 12-35 yr old demographic. We had 5 labeled national acts and 4 local or popular Vegas bands that performed. There was all sort of different activities, businesses, and vendors set up and entertaining all day and into the night at last year's festival. One of the biggest assets Threadzfest has over like events is the partnership and support of some of the largest Action Sports vendors in the country. We have in attendance every year representatives from DC, Vans, Spy Optic, No Fear, Krew, Supra, Circa, Electric, Arnette, Skull Candy and Nixon. These companies are the leaders of the action sports world and their presence alone provides huge creditability to our town and to the event.

Like last years event, the purpose of this grant is to help fund the advertising and marketing portion of the expenses that drive traffic to our

town, and this event. Advertising and Marketing are the key factors that grow and build events in general, that is why we do such a diverse range of promotion. The advertising and marketing campaign for 2010 event is detailed in the attached budget for your review. We focus the majority of our budget on the Las Vegas, N. Las Vegas, and Henderson Market. We want to give people that may have never been to, nor had a reason to come to Pahrump a reason to come and enjoy. There can be a great impact as well in our local Community's economy. It will be visitors staying in our hotels, spending money in our businesses and enjoying all that Pahrump has to offer. Our locals come out in masses to support and be part of the event as well. It is truly a fun event for all to come and enjoy. Our local businesses have proven to see the value in this event. One example of this is in one of our corporate sponsors from last year, The Pahrump Nugget. They recorded a 100% occupancy rate for the night of last year's event June 27th. In speaking with the general manager Jeremy Jensen, he said that he knew of at least 28 of his 70 rooms were recorded due to the Threadzfest event alone that night.

Threadzfest has great potential to drive traffic to our amazing community. Going into the 3rd year, the Threadzfest event has grown in creditability and has the ability to be bigger than ever. Some of the highlights would include musical performances by 8 national acts coming from as far away as the United Kingdom on their US tour. The city of Las Vegas's extreme sports division has agreed to once again help promote and run this year's amateur skateboard and bike competition. All of the action sports industry companies that attended last year's event have once again committed to attend the event if held this year. Thank you for your time and support in reviewing this grant request for Threadzfest 2010 Action Sports and Music festival.

Nick Moore

PAHRUMP TOURISM AND CONVENTION COUNCIL ("PTCC")

Form PTCC-03: Grant Request Application Packet

EVENT BUDGET

Do not include any anticipated grant funds from the PTCC on this form. List all sources of revenue for this project/event (other than PTCC grants) and all projected expenses. For the purposes of this budget, include only cash revenue/expenses and in-kind support; do not include volunteer time. If desired, you may use your own income statement form rather than this form (provided that all required information is supplied); simply state "See Attached" and attach your form.

<u>REVENUES</u>		<u>EXPENSES</u>	
Governmental Grants	_____	Marketing/Advertising**	<u>5,442</u>
Foundation Grants	_____	Salaries/Benefits*	<u>62</u>
Corporate Grants	<u>TBD</u>	Professional Fees	<u>12</u>
Sponsorships <i>potential</i>	<u>700,5500</u>	Travel*	<u>1</u>
Advertising (programs, etc.)	_____	Training*	<u>1</u>
Admissions	<u>0</u>	Equipment*	<u>6,358</u>
Booth Rentals <i>30 @ 150</i>	<u>4500</u>	<u>TALENT</u>	<u>5500</u>
Concessions <i>1000 @ 2</i>	<u>2000</u>	<u>Security</u>	<u>1595</u>
Donations	_____	<u>Awards</u>	<u>250</u>
In-Kind Support	_____	<u>Insurance</u>	<u>300</u>
_____	_____	<u>Travel would include all costs not met w/ the event</u>	_____
_____	_____	_____	_____
TOTAL	<u>12,000</u>	TOTAL	<u>19,945</u>

PROJECTED INCOME/(LOSS):

(7,945)

* - Pursuant to Section 1.16 of the "Grant Request Guidelines," these expenses are not eligible for grant funding.

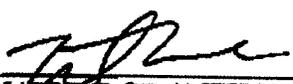
** - Provide details on a separate page.

PAHRUMP TOURISM AND CONVENTION COUNCIL ("PTCC")

Form PTCC-03: Grant Request Application Packet

CERTIFICATION

The undersigned attests that all information contained in this grant request application is true and correct to the best knowledge of the signer as of the date signed. The undersigned represents and warrants that s/he has full authority to sign this grant request application on behalf of the applicant.



 SIGNATURE OF AUTHORIZED AGENT

3/1/10

 DATE

Nick Moore

 PRINTED NAME OF AUTHORIZED AGENT

FOR PTCC USE ONLY

The grant request was heard on (date): _____

The grant request is: APPROVED DENIED

Approved amount: _____

Authorized Uses of Funds:	<u>Marketing/Advertising</u>	\$ _____
	<u>Start-Up Expenses</u>	\$ _____
	_____	\$ _____
	_____	\$ _____
	TOTAL	\$ _____

 Signature of Authorized PTCC Representative

 Date

THREADZFEST

THREADZFEST 2010 PROPOSED BUDGET

ENTERTAINMENT AND STAGE EXPENSES 2010

STAGE/SOUND AND LIGHTS W/ STAFF (CITY OF N LASVEGAS STAGE)	\$4,500
STAGE GENERATOR	\$500
TALENT	\$5,500
TOTAL COST	\$10,500

THREADZFEST ADVERTISING/PROMOTION BUDGET 2010

SMASH MAGAZINE - FULL PAGE DOUBLE TRUCK 2 issues (MAR/APR,MAY/JUN)	\$1,000
VEGAS ROCKS MAGAZINE- FULL PAGE FULL COLOR	\$1,000
4X6 COLOR POSTCARDS 10,000 QTY	\$500
STREET TEAM DISTRIBUTION - 130 LOCATIONS AROUND VEGAS	\$500
X107.5 KXTE PAHRUMP LAS VEGAS RADIO CAMPAIGN (1WEEK 46SPOTS)	\$1,180
AREA 107.9 CALANDER SPOTS (THROUGH SMASH MAG)	\$300
X107.5 CALANDER SPOTS (THROUGH SMASH MAG)	\$300
EVENT WEBSITE WWW.THREADZFEST.COM (THREADZ WILL PAY)	\$250
EVENT POSTER PRODUCTION (250= 14X22) 24HR POSTER.COM	\$412
TOTAL COSTS	\$5,442

THREADZFEST 2010 EVENT COSTS

PA SYSTEM RENTAL (SKATE/BIKE COMP)	\$150
SKATE BIKE COMP AWARDS	\$250
EVENT TENTS	\$908.00
SECURITY (NCSO)	\$1,595
EXTRA GENERATORS FOR VENDORS	\$300
INSURANCE FOR EVENT (\$1,000,000 EVENT POLICY)	\$800
TOTAL COSTS	\$4,003

THREADZFEST 2010 EVENT TOTAL COST \$19,945

THREADZ FEST

POTENTIAL REVENUES

ADVERTISING AND MARKETING SPONSOR (TITLE SPONSOR)	\$5,000.00
CORPORATE SPONSOR (3 @1500)	\$4,500.00
SKATE BIKE COMP SPONSOR (1)	\$1,000.00
BOOTH SPACE POTENTIAL (30@150)	\$4,500.00
CONSESSIONS	\$2,000.00
TOTAL	\$17,000.00

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
4/5/2010

DATE OF DESIRED BOARD MEETING
4/13/2010

CIRCLE ONE: Discussion, Action, Decision or XXXXXXXXXX

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Decision on How to Dispose of Equipment Purchased Over the Years with Town Funds for the Utilized at the Fall Festival and All Matters Related Thereto.

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:

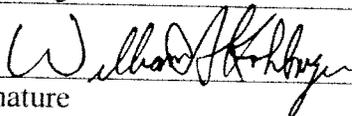
See attached list of equipment purchased by Town Funds for utilization at the Fall Festival.

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Manager

NAME OF PRESENTER(S) OF ITEM: Town Manager

William A. Kohbarger
Print Name

 04/06/10
Signature

Town Office
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

**MEMO
TOWN OF PAHRUMP
AGENDA ITEM UPDATE
MEETING DATE: April 13, 2010**

TO: Town Board

FROM: William A. Kohbarger, Town Manager

DATE: Friday, April 09, 2010

RE: **Discussion and decision** on how to dispose of equipment purchased over the years with Town funds for the utilization at the Fall Festival and all matters related thereto. (Action)

1.) Background

The Town of Pahrump has complied many items (bank bags, cash registers, currency counters, electric cables, magazine racks, 10x10 instant canopy quick shade, signs (No Alcohol Outside of Park & We ID Everyone), Sonoma 9ft Umbrellas, ribbons, trophies, supplies, etc...) over the years of running the Fall Festival that correspond with holding event so these types.

Since the Town is no longer in the business of running these types of events, the Town staff is requesting permission to dispose of this equipment. Some of these items that Town staff would like to keep (extension cords, cash boxes, and megaphones) to be utilized by other Town departments.

Attached is a list of those items that the Town staff would like to sell.

2.) Fiscal Impact

It will cost the Town some funds to advertise these items for sale approximately \$500.00.

3.) Town Manager Recommendation and Board Action Requested

Town Manager's recommendation is for the Town Board to approve Town Staff to advertise the listed items for sale and to accept bids on these items and then bring the winning bids to the Town Board to award. NOTE: The cost of the items staff is recommending to dispose of is approximately \$13,000.00. (See attached list)

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

**Town of Pahrump
Fall Festival Equipment Disposal List**

Item Description	Purchase Date	Check / Credit Card	Vendor	Quantity Purchased	Original Cost	Avg Price per Item	Current Qty	Town to Keep	Remainder for Disposal
Bank Bags	Various	Various	Nevada State Bank	25	\$ 160.00	\$ 6.40	25	3	22
Cash Registers	7/26/07	1697	Pahrump Rentals	8	\$ 1,069.39	\$ 133.67	8	0	8
Currency Counter - Shinwoo SB1000	10/20/06	1651	UCP Financial	1	\$ 2,484.49	\$ 2,484.49	1	0	1
Electrical Cables for Vendor Area drive over 4ft yellow cable protector 3/4x20' cord with boxes 3/4x75' twist lock cords 3/4x50' twist lock cords 1"x25' cables - large five prong ends	4/26/05	1302	Nutech Industries Inc.		\$ 7,329.32	N/A			
Magazine Racks	6/22/09	1970	Rak Systems Inc	12	\$ 632.30	\$ 52.69	10	1	9
10x10 Instant Canopy Quick Shade	9/19/06	1514	BofA	2	\$ 205.59	\$ 102.80	1	0	1
Signs - stop sign shape "No Alcohol Outside of Park"	9/9/09	2017	High Impact Signs	16	\$ 696.00	\$ 43.50	16	0	16
Signs - 12x20 "We ID Everyone"	9/9/09	2017	High Impact Signs	12	\$ 299.40	\$ 24.95	10	0	10
Sonoma 9ft Umbrellas			Home Depot	5	\$ 500.00	\$ 100.00	2	0	2
*Boxes of Arts & Crafts misc ribbons/trophies, supplies, etc.									
*Boxes of Parade misc ribbons/trophies, supplies, etc.									
TOTAL COST OF ITEMS TO TOWN					\$ 13,376.49				

* Boxes of misc Arts & Crafts and Parade items were bought sporadically throughout the years. No price determination. Items may or may not be useable.

Fall Festival Items to be Redirected

Item Description	Redirected to Dept
Cash Boxes	Finance
Regular Extension Cords	Building and Grounds
Megaphones	Swimming Pool