

PAHRUMP TOWN BOARD AGENDA

Mike Darby Chair	Vicky Parker Vice-Chair	Carolene Endersby Clerk	Tom Waters Member	Harley Kulkin Member
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NOTICE TO MEMBERS OF THE AUDIENCE

The Pahrump Town Board meets the second and fourth Tuesday of each month at 7:00 PM in the Nye County Building, 2100 E. Walt Williams Drive. Agendas are available at the Town Office on the Thursday prior to each Board meeting and are posted on the Town website at www.pahrumpnv.org

BOARD MEMBER	PHONE	EMAIL	TERM EXPIRES DECEMBER 31
Vicky Parker	764-8809	vparker@pahrumpnv.org	2012
Mike Darby	764-0751	mdarby@pahrumpnv.org	2012
Dr. Tom Waters	764-0949	twaters@pahrumpnv.org	2014
Carolene Endersby	764-8791	cendersby@pahrumpnv.org	2014
Harley Kulkin	727-1525	hkulkin@pahrumpnv.org	2014

NOTE: Town Board agendas will be posted online at www.pahrumpnv.org.

There may be a quorum of Pahrump Advisory Board members present at Town Board meetings.

TOWN OF PAHRUMP MISSION STATEMENT

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

SPECIAL NOTE: Any member of the public who is disabled and requires accommodation 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 device is available at Town Board Meetings upon request with 24 hour advance notice.

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

APRIL 26, 2011

AGENDA

- 1. Call to Order, Moment of Silence, and Pledge of Allegiance.**
- 2. Discussion and Possible Decision** regarding Moving the Order of or Deleting an Agenda Item(s). (Action Item)
- 3. Announcements** (Non-Action Item)
- 4. 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 Item)
- 5. Advisory Board Reports** from Advisory Board Chairpersons and/or Town Board Liaisons on the Status of Advisory Boards. (Non-Action Item)
- 6. Town of Pahrump Economic Development Report.** (Non-Action Item)
- 7. Presentation** by the Mr. Carl Dahlen, Community Assessment Coordinator-Nevada Rural Development Council pertaining to Community Assessments. (Non-Action Item).
- 8. Discussion and Possible Decision** to Approve a Proclamation for the Benevolent and Protective Order of Elks Declaring the First Week of May as Youth Week to Honor America's Junior Citizens for their accomplishments and to give fitting recognition of their Community, State and Nation. (Action Item)
- 9. Discussion and Possible Decision** to Approve One of the following three (03) Options Pertaining to the Next Step on the Last Chance Park Development: Option 1, Proceed with the Mitigation of location #1 (Bell Vista @ Bannavitch) not to exceed \$10,000.00, or Option 2, Start the Process to Investigate location #2 (Bannavitch @ Simkins Road) and location #3 (SR 160) or Option 3, Discontinue the entire Project. (Action Item)
- 10. Discussion and Possible Decision** to Amend the Lease with Option to Purchase Agreement with Growponics Nevada to Extend Agreement Deadlines by Six Months and to approve assignment of the Agreement from Growponics to Water Lily Ranch and All Matters Properly Related Thereto. (Action Item)
- 11. Discussion and Possible Decision** to Approve Staff expending funds to purchase a new or used vehicle for the Town's Administration not to exceed \$30,000.00. (Action Item)
- 12. Discussion and Possible Decision** to Approve Changing the word "Towards" in the Town's Motto to "Toward" and/or Changing the Entire Town Motto and Town Seal. (Action Item)

13. Discussion and Possible Decision to Approve Funding for the Town's share of the Joint Town-County Fiber Optic Cable Project in an amount not to exceed \$7,500.00 budgeted and payable from the General Fund. (Action Item)

14. Discussion and Possible Decision Consent agenda items: (Action Item)

- a. Action – Approval of Town Vouchers.
- b. Action – Approval of Town Board Minutes March 08, 2011.
- c. Action – Approval to accept Mr. Lennon O'Donnell and Ms. Darbie O'Donnell to the Pahrump Youth Advisory Board
- d. Action – Approval to accept Mr. William "Bill" Garlough, Mr. Bruce Calley, Mr. Joel McMillin, Mr. Dean Brooks, Mrs. Donna Cox, Mrs. Sandra Darby, Mr. Ted Holmes, Mrs. Laurayne Murray, Mr. Robert Smith, Mr. Gary Vavzycki, Ms. Alexander Delgado, Mr. George Demas, Mr. Tim McCall and Mr. Dan Morrow to the Pahrump Boundary Line Advisory Board.

15. Future Meetings/Workshops: Date, Time and Location (Non-Action Item)

- a. Town of Pahrump Final Budget Hearing – May 19, 2011 @ 7:00 p.m. at the Town Annex.

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

17. Town Manager's Report. (Non-Action Item)

18. 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, and CHAMBER OF COMMERCE

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED DATE OF DESIRED BOARD MEETING
4/11/2011 04/26/11

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Announcements.

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

BRIEF SUMMARY OF ITEM:
See Attached.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Town Board

SPONSORED BY:

William A. Kohbarger, Town Manager
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

ANNOUNCEMENTS

April 26, 2011

- Pahrump Tourism and Convention Council will meet on May 5th at 8:00 am in the Town Annex.
- Pahrump Nuclear Waste and Environment Advisory Board will meet on May 6th at 2:00 pm in the Town Annex.
- Public Lands Advisory Board will meet on May 11th at 7:00 pm in the Town Annex.
- Pahrump Arena Advisory Board will meet on May 12th at 7:00 pm in the Town Annex.
- Parks & Recreation Advisory Board will meet on May 25th at 6:30 pm in the Town Annex.
- Pahrump Veterans Memorial Advisory Board will meet on May 19th at 6:00 pm in the Conference Room of the Town Office.
- Pahrump Incorporation Advisory Board will meet on May 26th at 6:00 pm in the Town Annex.
- May West Fest will be held May 7 & 8, at the Pahrump Nugget. Kars, Krafts, & Kids.
- Nye County Communities Coalition will be holding a Charity Poker Tournament to benefit the new Pahrump Valley Youth Activities on May 22nd at noon at the Pahrump Nugget.
- A Business Entitlement Workshop will be held May 18th at 10:00 am – 12:00 pm and 6:00 pm-8:00 pm in the Town Annex.
- The Town of Pahrump Final Budget Hearing will take place May 19th at 7:00 pm in the Town Annex.
- Pahrump Regional Planning Commission's Community Improvement Plan Advisory Committee will meet on May 24th at 10:00 am in the Town Annex.
- Social Security Administration will be in the Town Annex on May 31st from 9:00 am to 11:00 am.



CHARITY POKER TOURNAMENT

NYE COMMUNITIES COALITION BENEFITING
THE NEW PAHRUMP VALLEY YOUTH ACTIVITIES

SUNDAY, MAY 22, 2011
Doors open at noon
Tournament starts at 1pm

For more information and
to sign up please contact
Tom Metscher 775-751-7022

FREE POKER LESSONS



775-751-6500 • 681 S Highway 160 • Pahrump, NV 89048 • www.pahrumpnugget.com

Must be 21. Management reserves all rights.

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DATE AGENDA ITEM SUBMITTED DATE OF DESIRED BOARD MEETING
4/11/2011 04/26/11

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Public Comment

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

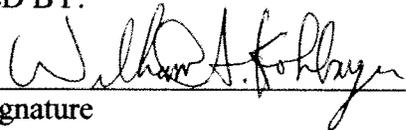
BRIEF SUMMARY OF ITEM:
See Attached.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Town Board

SPONSORED BY:

William A. Kohbarger, Town Manager
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

AGENDA ITEM REQUEST

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DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
4/11/2011	4/26/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Discussion on Town of Pahrump Advisory Board Reports.

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

BRIEF SUMMARY OF ITEM:

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Town Board

SPONSORED BY:

William A. Kohbarger, Town Manager
Print Name


Signature

400 N. Hwy 160
Mailing Address

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AGENDA ITEM REQUEST

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DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
4/11/2011	04/26/11

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Discussion on Town of Pahrump Economic Development Report.

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 Report

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Town Board

SPONSORED BY:

William A. Kohbarger, Town Manager
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

Town's Economic Development Report

04/26/11

- 1) Town Board members and staff met with Mr. Kashani on Thursday, March 31, 2011. An extension of the Lease/Option to Purchase Agreement has been placed on the April 26, 2011 Town Board agenda.
- 2) Staff has arranged to meet with a company (COWSR311) from another Nevada city to try to arrange for the company to relocate to Pahrump.
- 3) Staff met with a local company (PA411) looking to expand. Staff needs to do research on several issues and then set follow-up meetings with the company.
- 4) Staff continues to attend meetings with Nye County discussing Economic Development ventures and prospective businesses.

Key:

CO = Company currently operating in another location and looking to relocate entire operation

The # and letter is the ranking of likely success and the actual number is the company and order of contact.

P = Prospect company that exist on paper but is not currently operating in another location

The letters are the companies initials and year that first begun discussions

	2006		2007		2008		2009		2010		2011	
	# open	% Change	# open	% Change	# open	% Change	# open	% Chg Mo	% Chg Yr	# open	% Chg Mo	% Chg Yr
January			1973	1.60%	2138	-0.14%	2109	-0.57%	-1.36%	2061	0.15%	-2.28%
February			1996	1.17%	2145	0.33%	2111	0.09%	-1.59%	2034	-1.31%	-3.65%
March			2032	1.80%	2147	0.09%	2113	0.09%	-1.58%	2034	0.00%	-3.74%
April			2053	1.03%	2149	0.09%	2115	0.09%	-1.58%	2036	0.10%	-3.74%
May			2077	1.17%	2149	0.00%	2096	-0.90%	-2.47%	2032	-0.20%	-3.05%
June			1997		2119	2.02%	2150	0.05%	-2.33%	2030	-0.10%	-3.33%
July			1976	-1.05%	2131	0.57%	2145	-0.23%	-2.94%	2003	-1.33%	-3.79%
August			1912	-3.24%	2147	0.75%	2150	-0.23%	-2.94%	2052	-1.44%	-4.56%
September			1957	2.35%	2152	0.23%	2145	-0.23%	-4.57%	2047	-0.24%	-4.57%
October			1829	-6.54%	2129	-1.07%	2132	-0.61%	-3.94%	2048	0.05%	-3.94%
November			1874	2.46%	2128	-0.05%	2127	-0.23%	-3.34%	2056	0.39%	-3.34%
December			1942	3.63%	2141	0.61%	2121	-0.28%	-2.97%	2058	0.10%	-2.97%

Note: Previous to July 1, 2007, all Business Licenses expired on 6/30 and had to be renewed by 7/1. They would have gone non-compliant in September or October of that year. As of January 1, 2008, all Business Licenses are renewed on their anniversary and would go non-compliant 61 days later.

	2007	2008	2009	2010	2011
January	38	32	27	22	30
February	38	39	35	30	47
March	46	42	32	29	49
Avg 1st Qtr	41	38	31	27	42
April	50	47	32	33	
May	53	38	31	21	
June	44	26	29	24	
Avg 2nd Qtr	49	37	31	26	
July	40	36	26	19	
August	39	35	22	25	
September	21	17	31	35	
Avg 3rd Qtr	33	29	26	26	
October	33	34	24	33	
November	32	28	28	25	
December	28	21	25	21	
Avg 4th Qtr	31	28	26	26	
Avg Year	39	33	29	26	
Total for Year	462	395	342	317	126

New Business Licenses Issued

	2009		2010		2011	
	Daily Avg	Work Days	Daily Avg	Work Days	Daily Avg	Work Days
January	Not Started		215	10.8	208	20.0
February	Not Started		208	10.9	235	20.0
March	328	14.9	216	9.4	258	23.0
Avg 1st Qtr	326	14.9	213	10.3	234	21.0
April	327	14.9	250	12.5		21.0
May	312	15.6	197	9.9		20.0
June	342	15.5	233	10.6		22.0
Avg 2nd Qtr	327	15.3	226.7	11.0		20.7
July	330	15.0	198	9.4		21.0
August	319	15.2	209	10.5		20.0
September	374	17.8	190	9.0		21.0
Avg 3rd Qtr	341	16.0	199.0	9.6		20.7
October	269	12.8	185	9.7		20.0
November	189	10.5	173	9.5		19.0
December	147	6.7	165	9.6		22.0
Avg 4th Qtr	202	10.0	174	9.6		20.3
Total Year	2937	13.9	2439	9.6		21

Business Counter Activity*

Business Licenses Closed					
	2007	2008	2009	2010	2011
January	-15	-25	-25	-49	-27
February	-2	-37	-33	-30	-29
March	-25	-40	-30	-27	-31
Avg 1st Qtr	-14	-34	-29	-35	-29
April	-26	-47	-51	-37	
May	-11	-37	-27	-23	
June	-32	-31	-47	-51	
Avg 2nd Qtr	-23	-38	-42	-37	
July	-24	-31	-56	-33	
August	-34	-40	-27	-27	
September	-44	-30	-30	-31	
Avg 3rd Qtr	-34	-34	-38	-30	
October	-34	-39	-16	-37	
November	-19	-34	-26	-39	
December	-31	-33	-22	-34	
Avg 4th Qtr	-28	-35	-21	-37	
Avg Year	-25	-35	-33	-35	
Total for Year	-297	-424	-390	-418	-87

Requests for Business License Packets*			
	In addition to those licenses issued		
	2009	2010	2011
January	41	24	0
February	39	21	0
March	55	39	0
Avg 1st Qtr	45	28	0
April	48	36	
May	34	30	
June *	5	30	
Avg 2nd Qtr	29	32	
July **	15	21	
August	6	5	
September	45	1	
Avg 3rd Qtr	22	9	
October	35	0	
November	21	0	
December	26	0	
Avg 4th Qtr	27	0	
Avg Year	31	17	

Started Tracking January 01, 2009

* June 2009-June 2010 includes packets requested over website only.

** from July 2010 includes pkts e-mailed only (Can be downloaded from website)

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DATE AGENDA ITEM SUBMITTED DATE OF DESIRED BOARD MEETING
4/11/2011 4/26/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Presentation by the Mr. Carl Dahlen, Community Assessment Coordinator-Nevada Rural Development Council pertaining to Community Assessments.

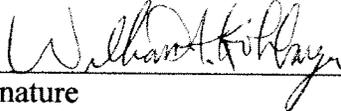
If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:
Mr. Dahlen will present a power point presentation (See attached) on this item.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Mr. Dahlen, C A Coordinator

SPONSORED BY:

<u>William A. Kohbarger, Town Manager</u> Print Name	<u></u> Signature
<u>400 N. Hwy 160</u> Mailing Address	<u>(775) 727-5107 ext. 305</u> Telephone Number

Nevada Resource Team 'Community Assessment'



"A tool for community
development and
strategic planning"

presented by the

Nevada Rural

Development Council



What is a Community Assessment?

A community based planning and assessment process consisting of interviewing a large number of people in the community, recording their suggestions and having a team of experts (Resource Team) write up implementation plans for community use.



Community Assessment Process

- Resource Team of 3-6 volunteer specialists
- Spend 2-4 days in your community
- Listen to the community in facilitated “Listening Sessions”: non-threatening
- Interview as many people as possible!
- Record citizen comments
- Identify major themes
- Last day – host a Town Hall Meeting
- Prepare and present a written report to community

Three questions asked in every Listening Session:



What are the major problems and challenges in your community?

What are the major strengths and assets of your community?

What projects or initiatives would you like to see accomplished in the short-term or long-term?

Resource Team Members

- NV Community Dev
- Block Grant Program
- NV Small Business Dev Center
- Western NV Dev District
- USDA Rural Dev
- NV Association of Counties
- NV Energy
- UNR Cooperative Ext
- Nevada Arts Council
- Local Dev Authorities
- Local Representatives
- Rural NV Dev Corp
- Private Individuals
- NV Rural Housing
- City of Wells

Suggested Listening Sectors

- Community Groups
- Faith Based
- Youth/Students
- Educators
- Seniors/Retirees
- Arts & Culture
- Government
- Healthcare/Wellness
- Recreation/Tourism
- Agriculture/Ranching
- General Public
- Outlying Areas
- Economic Dev
- Business/Retail
- Major Industries



Host Town Hall Meeting

- Held the evening of the last day
- Everyone invited
- Opportunity to THANK the community
- Team presents "What was Said"
- Team presents "What was Heard" – Major Themes
- Discuss Follow Up
- Amazing Mazie video

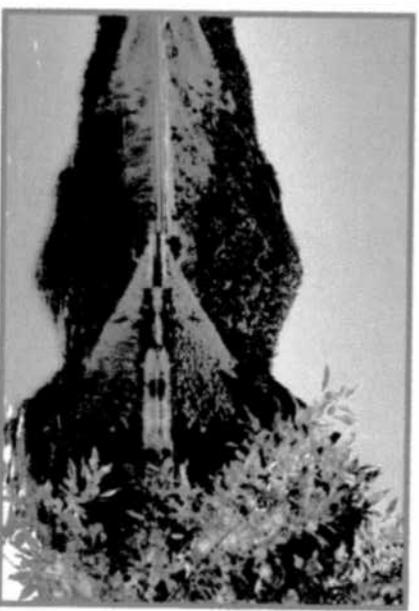
Major Themes Developed



- Aesthetics
- Communication
- Economic Development
- Growth
- Heritage
- Housing
- Infrastructure
- Leadership
- Safety
- Transportation
- Youth concerns
- Zoning

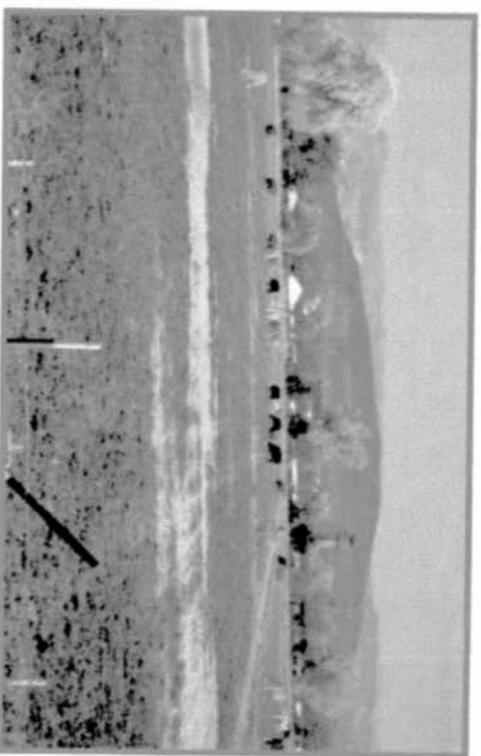
Eastern Lincoln County Themes

- **Jobs!**
- **Infrastructure including Water Management**
- **Natural Resources**
- **Tourism & Recreation**
- **Youth**
- **Quality of Life**



Churchill/Fallon Priorities

- Water
- Positive Image Projection – Branding
- Protect our Agriculture
- JOBS !! – Economic Diversification
- Infrastructure
- Youth
- Communication
- Recreation
- Transportation



Draft Report



- Presented to the community 8 weeks after the assessment
- Contains Team member reports – prescription for the community
- Provides the beginning of a Community Strategic Plan

Priority Setting Meeting

- Invite everyone in the community to participate
 - this is their future!
- Establish priorities
- Form committees for each priority
- Establish strategies and objectives
- Start Strategic Plan



Benefits to a Community

- Is an affordable assessment process
- Takes a “mirror look” at the community
- Beginning steps to strategic planning
- In-kind contribution may be used as a match for grant applications
- Report can be attached to grants
- Report contains a wealth of resources and opportunities for a community
- A non-threatening process that brings the community together

How the Final Report can be used

- Strategic Planning
- Action Plans
- State or Federal Agencies
- Nevada Community Foundations
- Attachment and match for grants
- EDA reporting for Economic Districts
- Identify Opportunities within the community for engagement

End Products of an Assessment

- Major Themes and Issues Identified
- Analysis, Recommendations and Resources for each Theme
- All Recorded Comments
- New People Engaged in Community Efforts

Local uses of Assessments:

- **Silver Springs/Stagcoach:** Business Building Committee to work with NNDA to improve business opportunities
- **Mineral County/Hawthorne:** Youth Committee to address youth concerns
- **Douglas County/Topaz Ranch Estates:** Encourage Competition among propane providers to reduce costs
- **Churchill County/Fallon:** Positive Image Campaign using YouTube

Community Responsibilities

- Develop Agenda and Listening Session sectors
- Provide lodging, meals and refreshments for the volunteer Resource Team
- Publicize assessment throughout the community
- Recruit volunteers to help with efforts (Team Captains for community sector)

Community Responsibilities

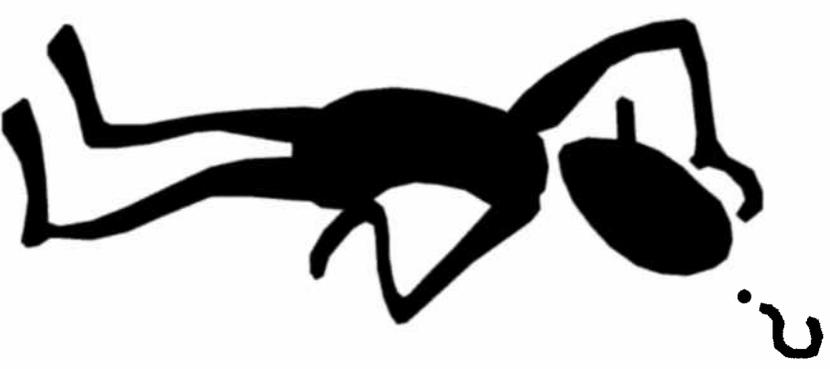
- Provide a community tour and guide for the Resource Team
- Provide a profile and demographics of the community
- Provide meeting facilities for Listening Sessions and Town Hall Meeting
- Copy and distribute Final Report
- Publicize and organize community follow-up

NRDC Responsibilities:

-
- Work with Community Representative on Agenda, logistics and volunteers
 - Select the Resource Team and provide them needed materials
 - Facilitate Listening Sessions
 - Present Preliminary Report at Town Hall Meeting
 - Prepare a Draft Report and facilitate Priority Setting
 - Complete Final Report
 - Assist with follow-up

THANK YOU!

Questions?



For more information
contact:

**Nevada Rural
Development Council**

Carl Dahlen

Community Assessment Coordinator

PO Box 3926

Carson City, Nevada 89702

775/230-0075

dahlenc@unce.unr.edu

AGENDA ITEM REQUEST

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<u>DATE AGENDA ITEM SUBMITTED</u> 4/11/2011	<u>DATE OF DESIRED BOARD MEETING</u> 4/26/2011
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision to Approve a Proclamation for the Benevolent and Protective Order of Elks Declaring the First Week of May as Youth Week to Honor America's Junior Citizens for their accomplishments and to give fitting recognition of their Community, State and Nation.

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.

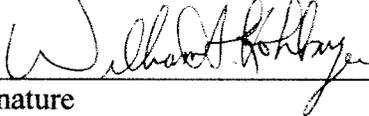
BRIEF SUMMARY OF ITEM:

See attached Proclamation.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Town Board

SPONSORED BY:

<u>William A. Kohbarger, Town Manager</u> Print Name	<u></u> Signature
---	--

<u>400 N. Hwy 160</u> Mailing Address	<u>(775) 727-5107 ext. 305</u> Telephone Number
--	--

PROCLAMATION

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

Whereas, The Benevolent and Protective Order of Elks has designated the first week in May as Youth Week to honor America's Junior Citizens for their accomplishments, and to give fitting recognition of their services to Community, state and Nations; and

Whereas, Pahrumpp Elks Lodge #2796 will sponsor an observance during that week in tribute to the Junior Citizens of this Community; and

Whereas, no event could be more deserving of our support and participation than one dedicated to these young people who represent the nation's greatest resource, and who in the years ahead will assume the responsibility for the advancement of our free society; and

Whereas, our Youth need the guidance, inspiration and encouragement which we alone can give in order to help develop those qualities of character essential for future leadership; and go forth to serve America; and

Whereas, to achieve this worthy objective we should demonstrate our partnership with Youth, our understanding of their hopes and aspirations and a sincere willingness to help prepare them in every way for the responsibilities and opportunities of citizenship;

NOW THEREFORE, we the Town Board of the Town of Pahrumpp, having met on April 26, 2011, does hereby proclaim the first week in May 2011 as YOUTH WEEK, and urge all departments of government, civic, fraternal and patriotic groups, and our citizens generally, to participate wholeheartedly in its observance.

Dated this 26th day of April, 2011

Mike Darby, Chairman

Vicky Parker, Vice Chair

Carolene Enderby, Clerk

Harley Kulkun

Tom Waters



AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED
4/12/2011

DATE OF DESIRED BOARD MEETING
4/26/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision to Approve One of the following three (03) Options Pertaining to the Next Step on the Last Chance Park Development: Option 1, Proceed with the Mitigation of location #1 (Bell Vista @ Bannavitch) not to exceed \$10,000.00, or Option 2, Start the Process to Investigate location #2 (Bannavitch @ Simkins Road) and location #3 (SR 160) or Option 3, Discontinue the entire Project.

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:

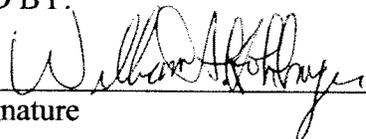
See attached backup.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Town Board & PLAB

SPONSORED BY:

William A. Kohbarger, Town Manager
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

TB MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 04-12-2011

TO: Town Board

FROM: William A. Kohbarger, Pahrump Town Manager

DATE: April 26, 2011

RE: **Discussion and Possible Decision** to Approve One of the following three (03) Options Pertaining to the Next Step of the Last Chance Park Development: Option 1, Proceed with the Mitigation of location #1 (Bell Vista @ Bannavitch) not to exceed \$10,000.00, or Option 2, Start the Process to Investigate location #2 (Bannavitch @ Simkins Road) and location #3 (SR 160) or Option 3, Discontinue the entire Project. (Action Item)

1.) BACKGROUND

This item has been tabled at the last two Town Board meetings to gather more information from Mrs. Jim, Paiute Indian Tribe and the Public Lands Advisory Board. As of the printing of this document, I have no information from either group. However, on Monday, April 25, 2011 a meeting has been set with Mrs. Jim and the PLAB has scheduled a Special Committee meeting for Monday at 6:00 p.m.

In December 2009 the Town submitted an R&PP Lease application to the BLM for the creation of Last Chance Park. This Town Board-approved application was submitted after numerous meetings and workshops with Pahrump Citizens, Town/BLM/National Park Service Officials and Park Landscape Architects to create and design Last Chance Park. The aforementioned meetings took place over a time period of 18-months.

In April 2010, Town staff received notice from the BLM that a BLM Archeologist located a "Prehistoric Lithic Scatter" on a portion of the 10-acre parcel the Town submitted as Phase 1. After conferring with the BLM staff it was determined that the Town would either have to mitigate the property, move Phase 1 of Last Chance Park to another location or discontinue the project.

On September 14, 2010, the Town Board approved Option #4 Pertaining to the Next Step of the Last Chance Park Development, which was: Avoidance (BLM) No cost to the town but will further Delay Project up to 150 Days. That avoidance has been completed. (See attached letter from Mark R. Spencer, Pahrump Field Manager)

The Town now has three courses of action if can take upon receiving the above mentioned letter from Mr. Spencer. Those courses are as follows:

1. Proceed with the Mitigation of location #1 (Bell Vista @ Bannavitch) not to exceed

TB MEMO
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TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 04-12-2011

\$10,000.00

2. Start the Process to Investigate location #2 (Bannavitch @ Simkins Road) and location #3 (SR 160)
3. Discontinue the entire Project.

2.) Fiscal Impact

The fiscal impact of Option #1 is \$10,000.00. The fiscal impacts for Option #2, investigating locations #2 or #3 are undetermined at this time. There is no fiscal impact for Option #3. The funds for this expenditure will be obtained from the Park Impact Fees fund.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager has no recommendation at this time following reason(s):

1. Waiting for the outcome of the above listed meetings with Mrs. Kim and the PLAB.

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

TB MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 04-12-2011

TO: Town Board

FROM: William A. Kohbarger, Pahrump Town Manager

DATE: April 12, 2011

RE: **Discussion and Possible Decision** to Approve One of the following three (03) Options Pertaining to the Next Step of the Last Chance Park Development: Option 1, Proceed with the Mitigation of location #1 (Bell Vista @ Bannavitch) not to exceed \$10,000.00, or Option 2, Start the Process to Investigate location #2 (Bannavitch @ Simkins Road) and location #3 (SR 160) or Option 3, Discontinue the entire Project. (Action Item)

1.) BACKGROUND

In December 2009 the Town submitted an R&PP Lease application to the BLM for the creation of Last Chance Park. This Town Board-approved application was submitted after numerous meetings and workshops with Pahrump Citizens, Town/BLM/National Park Service Officials and Park Landscape Architects to create and design Last Chance Park. The aforementioned meetings took place over a time period of 18-months.

In April 2010, Town staff received notice from the BLM that a BLM Archeologist located a "Prehistoric Lithic Scatter" on a portion of the 10-acre parcel the Town submitted as Phase 1. After conferring with the BLM staff it was determined that the Town would either have to mitigate the property, move Phase 1 of Last Chance Park to another location or discontinue the project.

On September 14, 2010, the Town Board approved Option #4 Pertaining to the Next Step of the Last Chance Park Development, which was: Avoidance (BLM) No cost to the town but will further Delay Project up to 150 Days. That avoidance has been completed. (See attached letter from Mark R. Spencer, Pahrump Field Manager)

The Town now has three courses of action if can take upon receiving the above mentioned letter from Mr. Spencer. Those courses are as follows:

1. Proceed with the Mitigation of location #1 (Bell Vista @ Bannavitch) not to exceed \$10,000.00
2. Start the Process to Investigate location #2 (Bannavitch @ Simkins Road) and location #3 (SR 160)
3. Discontinue the entire Project.

TB MEMO
TOWN OF PAHRUMP
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MEETING DATE: 04-12-2011

2.) Fiscal Impact

The fiscal impact of Option #1 is \$10,000.00. The fiscal impacts for Option #2, investigating locations #2 or #3 are undetermined at this time. There is no fiscal impact for Option #3. The funds for this expenditure will be obtained from the Park Impact Fees fund.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager recommends that the Town Board *move to approve Option #1, Proceed with the Mitigation of location #1 (Bell Vista @ Bannavitch) not to exceed \$10,000.00* for the following reason(s):

1. The Citizens around the Last Chance area have worked very hard and spent many hours to get this project moving forward.
2. The funds will come from the Park Impact Fees (Creating a new park) and not from the General Fund.

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



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Southern Nevada District

Pahrump Field Office

4701 N. Torrey Pines Drive

Las Vegas, NV 89130

<http://www.blm.gov/nv/st/en/fo/lvfo.1.html>



In Reply Refer To:
1050 (NVS0300)

Mr. William A. Kohbarger
Pahrump Town Manager
400 N. Hwy 160
Pahrump, NV 89060

Dear Mr. Kohbarger:

This is to confirm our discussion at our last meeting regarding the proposed Last Chance Park and needed cultural resource mitigation. In order to proceed with a Recreation and Public Purposes Act (R&PP) lease for the 10-acre site in Pahrump, one archaeological site will need to be mitigated prior to any lease approval or action. At the request of the Pahrump Town Board and a subsequent field review of the site, a professional archaeological contractor (HRA, Inc. Conservation Archaeology), estimated that the mitigation for cultural resources that are present within the parcel would be about \$10,000. This is a reasonable cost as this mitigation would include an intensive recording of the site, writing an Historic Property Treatment Plan for submission to the BLM and to the Nevada State Historic Preservation Office, data recovery through surface collection and excavation, artifact analysis, and preparation of a report for submission to the BLM. This work would be overseen and reviewed by a BLM archaeologist. (Please note that this does not include other fees such as for tortoise mitigation.)

In an effort to assist in off-setting the costs of creating the trailhead, the BLM has placed a special budget request for 2012 for the mitigation funding, however, this is competitive funding based on BLM-wide national priorities. The only other option is for the town to consider funding the required mitigation stated above, or consider another site that would not require this type of mitigation.

We are committed to working with you and the town to help develop this type of community park, including continuing to explore all options. If you have any questions, you may reach me at (702) 515-5042.

Sincerely,

Mark R Spencer
Pahrump Field Manager

TB MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 09-14-2010

TO: Town Board

FROM: William A. Kohbarger, Pahrump Town Manager

DATE: September 14, 2010

RE: **Discussion and Possible Decision** on approving One of the Following Five (5) Options Pertaining to the Next Step of the Last Chance Park Development: Option 1, Investigate and Recovery – Estimated Cost “Open Ended”; Option 2, Investigation and Avoidance – Estimated Cost \$10,000 to \$15,000; Option 3, Avoidance (Town) – Estimated Cost \$7,000; Option 4, Avoidance (BLM) No cost to the town but will further Delay Project up to 150 Days; and Option 5, Discontinue the Project. (Action)

1.) BACKGROUND

December, 2009 the Town submitted an R&PP Lease application to the BLM for the creation of Last Chance Park. This Town Board-approved application was submitted after numerous meetings and workshops with Pahrump Citizens, Town/BLM/National Park Service Officials and Park Landscape Architects to create and design Last Chance Park. The aforementioned meetings took place over a time period of 18-months.

In April 2010, Town staff received notice from the BLM that a BLM Archeologist located a “Prehistoric Lithic Scatter” on a portion of the 10-acre parcel the Town submitted as Phase 1. After conferring with the BLM staff it was determined that the Town would either have to mitigate the property, move Phase 1 of Last Chance Park to another location or discontinue the project.

The Town then contacted our consultant, MaryEllen Giampaoli and requested her do research on how the Town could tackle this issue. Ms. Giampaoli contacted a local Archeologist and both of them contacted the BLM to see just how much mitigation would be needed and what the estimated cost to the Town would be, plus review all other avenues the Town may have in dealing with this issue. (See attached e-mail from Ms. Giampaoli RE: LCP Archaeology Issues and Alternatives Dated: 08/30/10, that details the procedures and costs)

Ms. Giampaoli outlined three options for the Town. Then in meeting with the BLM, the BLM added two more options to the overall picture. Those options are as follows:

1. Investigation and recovery: To completely mitigate the site (make it "go away") there will be three main steps
2. Investigation and avoidance: The Town could argue that the park is an open space and that

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TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 09-14-2010

- avoided buried features would be a better alternative than excavation.
3. Avoidance (Town): The issue may be avoided completely if the proposed site is moved to a different location along Bell Vista.
 4. Avoidance (BLM): No cost to the Town but will further Delay Project up to 150 Days
 5. Discontinue the Project

2.) Fiscal Impact

The fiscal impact ranges from hundreds of thousands of dollars down to nothing. See aforementioned attached e-mail from Ms. Giampaoli RE: LCP Archaeology Issues and Alternatives Dated: 08/30/10, that details the procedures and costs.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager recommends that the Town Board *move to approve Option #4, Avoidance (BLM)*.

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

William Kohbarger

From: Megreg1159@aol.com
Sent: Monday, August 30, 2010 5:07 PM
To: bkohbarger@pahrumprnv.org; msullivan@pahrumprnv.org; mluis@pahrumprnv.org
Subject: LCP Archeology Issues and Alternatives

Gentlemen:

Good speaking with you last week. Sorry for the delay in getting this info together.

Per our brief discussion, this e-mail outlines the alternatives for addressing the archaeology at the Bell Vista site for the proposed Last Chance Park. Be advised that several federal laws (the Archeological Resources Protection Act, State Historic Preservation Act, Native American Graves Repatriation Act, etc.) require the BLM and any proponents proposing to undertake projects on public land to comply with these laws. Because these laws deal with the identification and management of sensitive archaeological artifacts and cultural resources, they prohibit disclosure of the locations of sites where such materials may be found (to prevent looting of the artifacts). I spoke with Heidi to confirm that I understand the options correctly. There are three options: (1) investigation and recovery, (2) investigation and avoidance, and (3) avoidance.

Site Info:

The lithic scatter contains quite a few tools and a hearth feature and the artifacts suggest the site is probably Late Archaic (3,000 to 5,000 years old).

1. Investigation and recovery: To completely mitigate the site (make it "go away") there will be three main steps.
(a) The first step will be to prepare a survey report with a site form and an excavation plan for mitigation. Estimated cost for first phase is \$3,800.
(b) The second step is data recovery, which is conducted in two phases. The goal of the first phase of fieldwork is to find everything buried on the site and determine if the buried features, such as hearths and pits, are important. Excavated test units are dug by hand around the thermal feature and backhoe trenches are excavated across the site area to locate buried features. Estimated cost: \$6,000 to \$10,000.
(c) Then if additional buried hearths or other prehistoric features (such as storage pits or house foundations) are found, there will be a third step of excavation and report preparation. These costs cannot be estimated until the exploratory phase of investigation is completed, and all buried material on the site has been identified. However, there is a good possibility that there won't be anything else buried and no further work after the first phase of data recovery would be required.

Estimated total cost: \$10,000- \$15,000, depending on outcome of (b), above.

2. Investigation and avoidance: The Town could argue that the park is an open space and that avoided buried features would be a better alternative than excavation. The agencies may not agree, as they prefer to conduct recovery. The Town can appeal the decision to SHPO or the Advisory Council, however, much will depend on what is found when the archaeologists test the site through excavation and sampling.

Estimated cost: \$10,000 - \$15,000, depending upon outcomes of (b) above and appeal process.

3. Avoidance: The issue may be avoided completely if the proposed site is moved to a different location along Bell Vista. The Town could identify some alternative locations, and the archaeologists would conduct a preliminary file review to determine if other known cultural or historic sites are present at or within the Area of Potential Effect. (Because of the disclosure laws they cannot tell us "up front" where those sites are located, which is why a circumspect approach is needed.) The final step would be to have the archaeologists conduct a survey to confirm the absence of sites and artifacts.

Estimated costs: \$7000 for field survey and report.

I hope this information helps with your decision. Please feel free to call on me if you have questions or if I can be of further assistance in this matter.

Regards

MEG

MaryEllen C. Giampaoli
Environmental Compliance Specialist
P.O. Box 127
Blue Diamond, Nevada 89004
Ph: (702) 875-4594
Fx: (702) 875-3594

**MEMO
TOWN OF PAHRUMP
AGENDA ITEM UPDATE
MEETING DATE: October 13, 2009**

TO: Town Board

FROM: William A. Kohbarger, Town Manager

DATE: Thursday, November 05, 2009

RE: **Discussion and possible decision** on selecting a location from three (3) options submitted from the Last Chance Design Workshop for the building of Phase I of the Last Chance Park Project. (Action)

1.) Background

Realizing the unique opportunity to help shape a cornerstone of the Pahrump landscape, residents and agency staff have joined hands in an effort to create Last Chance Park.

Located in the northwest area of Pahrump, the Town, in cooperation with the BLM, US Forest Service, Pahrump Chamber of Commerce, Town's Public Lands Advisory Board, American Society of Landscape Architects and National Park Service's Rivers, Trails and Conservation Assistance Program is creating an Equestrian & Hiking Park. Last Chance Park will be built in phases over time, with Phase I consisting of 10-acres. The vision for these 10-acres is a large parking lot, men's & women's restroom facilities, and four or five trailheads.

The Town sponsored two (02) events for citizens to come in and present their viewpoints. A Community Open House was held on September 29, 2009 and a Design Workshop Presentation was conducted on October 25, 2009. During these meetings three (03) location options (see attached) were chosen to place the 10-acre site and Landscape Architects were brought in to design what each site might look like.

The Town Board along with staff and Town consultant took a field trip to all three (03) site options on November 03, 2009.

The Town Board now has the task of choosing which of the three (03) location options the Park will be constructed on. Once the site is chosen, the Town will work in-conjunction with the BLM to apply for an R&PP Lease (Recreation & Public Purposes). Once the Lease has been approved, the Town will move forward with the construction of the site.

2.) Fiscal Impact

The fiscal impact will be approximately \$50,000.00. These funds have already been budgeted.

3.) Town Manager Recommendation and Board Action Requested

Staff has no recommendations at this time as to which option would be the best.

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

Town of Pahrump Last Chance Park Project Summary

Project# PT0608		Total Project Amount \$			68,679.41
Vendor	Description	Date	Check #	Amount	
Mary Ellen Giampaoli	Prof Svcs	7/21/06	86449	\$	1,745.00
Mary Ellen Giampaoli	Prof Svcs	7/21/06	86449	\$	417.50
Willdan	Engineering	10/1/07	106129	\$	4,275.25
Willdan	Engineering	11/20/07	107986	\$	1,989.30
Willdan	Engineering	12/17/07	109377	\$	6,762.50
Willdan	Engineering	1/14/08	110215	\$	789.86
Willdan	Engineering	2/28/08	112272	\$	551.42
Mary Ellen Giampaoli	Prof Svcs	8/16/06	87669	\$	433.75
Mary Ellen Giampaoli	Prof Svcs	11/8/06	91297	\$	582.50
Mary Ellen Giampaoli	Prof Svcs	11/8/06	91297	\$	1,962.50
Mary Ellen Giampaoli	Prof Svcs	2/8/07	95112	\$	501.25
Mary Ellen Giampaoli	Prof Svcs	4/6/07	97737	\$	1,080.09
Mary Ellen Giampaoli	Prof Svcs	5/2/07	98993	\$	683.75
Mary Ellen Giampaoli	Prof Svcs	6/21/07	101463	\$	15.04
Mary Ellen Giampaoli	Prof Svcs	6/21/07	101463	\$	341.25
Mary Ellen Giampaoli	Prof Svcs	8/9/07	103487	\$	1,852.50
Mary Ellen Giampaoli	Prof Svcs	8/9/07	103487	\$	368.75
Mary Ellen Giampaoli	Prof Svcs	8/9/07	103487	\$	(270.00)
Mary Ellen Giampaoli	Prof Svcs	9/5/07	104705	\$	202.50
Mary Ellen Giampaoli	Prof Svcs	9/5/07	104705	\$	96.68
Mary Ellen Giampaoli	Prof Svcs	9/5/07	104705	\$	1,032.50
Mary Ellen Giampaoli	Prof Svcs	1/14/08	110092	\$	73.72
Mary Ellen Giampaoli	Prof Svcs	1/14/08	110092	\$	925.00
Mary Ellen Giampaoli	Prof Svcs	2/27/08	112063	\$	147.50
Mary Ellen Giampaoli	Prof Svcs	3/13/08	113086	\$	335.00
Mary Ellen Giampaoli	Prof Svcs	4/1/08	113539	\$	258.75
Mary Ellen Giampaoli	Prof Svcs	6/4/08	116122	\$	1,327.50
Mary Ellen Giampaoli	Prof Svcs	7/3/08	117221	\$	2,291.97
Mary Ellen Giampaoli	Prof Svcs	7/18/09	117781	\$	701.70
Willdan	Engineering	4/2/09	128672	\$	1,870.64
Mary Ellen Giampaoli	Prof Svcs	4/9/09	129471	\$	52.65
Mary Ellen Giampaoli	Prof Svcs	4/9/09	129471	\$	316.25
Mary Ellen Giampaoli	Prof Svcs	4/9/09	129471	\$	543.75
Mary Ellen Giampaoli	Prof Svcs	4/9/09	129471	\$	71.25
Mary Ellen Giampaoli	Prof Svcs	4/9/09	129471	\$	271.25
Mary Ellen Giampaoli	Prof Svcs	4/9/09	129471	\$	103.75

7. Presentation by Wesley Cronin regarding ICE Med Files. (Non-Action)

J. Wesley Cronin spoke about the possibility of bringing this company to Pahrump and presented information about plans for the company, a medical records retention system.

Comments and/or questions were made by Art Jones, Fred Holm, Dave Stevens, Linn Jones, Sean Brooks and Harley Kulkin.

8. Presentation and discussion only by Granicus, Inc., pertaining to recording of, and streaming live video of the Town Board meetings, plus agenda/document integration and Management, voting system and mobile encoder. (Non-Action)

P. J. Schneider provided a power point presentation as stated in the agenda item and explained the advantages of steaming live video of meetings with documentation integration. He also talked about a voting system available to the Board to record votes. Mr. Schneider also explained ecomments for public input.

Bill Dolan asked about the cost. Mr. Schneider stated the cost for the basic solution described for webcasting and the minutes tool would be approximately \$24,000 and approximately \$2,100 per month. This can be scaled down to just what is needed.

Brian Schumake, Donna Cox, Harley Kulkin, Dave Stevens, Vern Van Winkle, Nancy Lord, Fred Holm, Harold Grimmaud and Sam Jones asked questions or commented.

9. Discussion and possible decision on selecting a location from three (3) options submitted from the Last Chance Design Workshop for the building of Phase I of the Last Chance Park Project. (Action)

Nicole Shupp and Vicky Parker thanked staff for making the tour of the project possible.

Bill Dolan motioned to accept Option #1 (Bannavitch and Bell Vista) for the first phase. Vicky Parker seconded the motion.

Harley Kulkin commented.

Vicky Parker addressed the spending of funds for this project and where the money would come from. Bill Kohbarger noted that the money is from impact fees collected solely for the purpose of providing parks. Mrs. Parker asked if impact fees can be diverted to another purpose. Mr. Kohbarger replied the funds cannot be diverted to anything else and must be used for parks.

Harold Grimmaud, Donna Cox, Fred Holm, George Gingell, Karen Jackson, Dave Stevens, Sam Jones, Donald Cox and Nancy Lord commented workshops, regarding water, location, etc.

Vote passed 3 – 1. Mike Darby voted nay.

Comments were heard from Roxanne Blum, Phil Huff, Bill Dolan, Andy Alberti, Don Cox, Harley Kulkin, and Donna Cox.

Chairman Shupp asked for the motion to be re read at which time Ms. Parker wanted to have Mr. Dolan add to his motion that the motion should include that the awarding of the money to PAVED be contingent upon the signing of the MOU.

Paula Glidden approached the microphone again to voice her concerns and unhappiness about the MOU again. Ms. Glidden continued to express her confusion, unhappiness and disappointment. Mr. Bill Dolan withdrew his motion. Ms. Parker withdrew her second.

Mr. Kohbarger suggested the Town Board read Agenda Item # 8 verbatim and make a motion.

Mr. Frank Maurizio motioned to approve the Re-designation of the Remaining Balance of the Town of Pahrump Grant funds Awarded to PAVED on April 14, 2009 for Economic Development Purposes from Economic Development Purposes to Expenses Related to the Pahrump Fair & Festival: Parade Traffic Control, Public Safety and Health & Welfare of those Attending the Pahrump Fair & Festival and supply to the Town Board a Itemized/Detailed Report on How the Remaining Balance of the Grant was Spent no later than November 03, 2010. Bill Dolan seconded the motion.

Vote Passed: 5 - 0

9. Discussion and Possible Decision on The Pahrump Community Garden Supporters would like to Request a Grant to cover the Insurance for the community Garden. The amount of the Grant requested is \$1,116.93. (Action)

Frank Maurizio asked if the proposed garden was on private property. He also stated he did not want the Town to fund a grant for the insurance. He suggested that participants sign a waiver of liability. Ms. Karen Jackson asked for the Town to do 'its fair share' to help create the community garden. Karen Jackson and Lori Dollar withdrew their request for grant funding, after receiving an offer for the payment of the insurance from Tony and Linda DeMeo.

Motion died.

10. Discussion and Possible Decision on approving One of the Following Five (05) Options Pertaining to the Next Step of the Last Chance Park Development: Option 1, Investigate and Recovery – Estimated Cost “open Ended”; Option 2, Investigation and Avoidance – Estimated Cost \$10,000 to \$15,000; Option 3, Avoidance (Town) – Estimated Cost \$7,000; Option 4, Avoidance (BLM) No cost to the town but will further Delay Project up to 150 Days; and Option 5, Discontinue the Project. (Action)

Mary Ellen Giampaoli gave details and information about the park project. She addressed the potential concerns about the area being an archaeological site. The summary of options, concerns and details are well documented in the agenda back up.

Questions were asked by Town Board Members, Bill Dolan and Vicky Parker. Ms. Giampaoli assured that no Town funds had been nor needed to be used for this project.

Ms. Vicky Parker motioned to approve Option four Pertaining to the Next Step of the Last Chance Park Development, which is: Avoidance (BLM) No cost to the town but will further Delay Project up to 150 Days. Mike Darby seconded the motion.

Comments were heard from Bill Dolan, Robert Adams, Andy Alberti, Harley Kulkin, Carolene Endersby, Claire Toomey, Steven Lee, Eddie Jim, Lou Komoraski and Dave Stevens.

Vote Passed: 3 - 2 Bill Dolan and Frank Maurizio voted nay.

Chairman Nicole Shupp recessed the meeting at 9:00 PM
Chairman Called the meeting back to order at 9:15 PM

11. Discussion and Possible Decision on An Economic Development progress report on what the Town of Pahrump has done or is doing for the development of jobs and all matters related to thereof. (Action)

Mr. Andy Alberti asked what the Town of Pahrump was doing toward economic development. What jobs are brought to town?

Mr. Frank Maurizio motioned that the three minute mark for comments and other rules regarding public comment be waived for the discussion of this agenda item. There was no second. Motion Died.

Bill Kohbarger, Town Manager, reported as to meetings, committees, and discussions regarding and relating to economic development. Dialog with EDEN, and NYE County Manager, Rick Osborn continues with various groups and organizations. Mr. Kohbarger assured everyone that making Pahrump business friendly was always a priority for the Town. There are businesses looking to Pahrump, but developers require confidentiality during initial inquiries and fact finding. When information is available, it is part of the Town Managers monthly report.

Motion Died

12. Discussion and Possible Decision to Make the Economic Development Summary and Progress Report a permanent item on the agenda at every Town Board meeting and all matters related to thereof. (Action)

Chairman Shupp asked if this item was already in the Town Managers monthly report and was advised 'yes'. Mr. Frank Maurizio stated that this agenda item was to make agenda item #12 a permanent item for each meeting, directly after the Advisory Board reports.

Last Chance Park Design Concepts



Photo: M. Sanchez



Translating Community Ideas to Design

Pahrump, Nevada

March 2010 Final Report

Prepared by:

National Park Service

Rivers, Trails and Conservation Assistance Program

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Acknowledgements

Town of Pahrump

Nicole Shupp, Town Board
Vicky Parker, Town Board
William Kohbarger, Town Manager
Al Balloqui, Economic Development
Aundrea Kojis, consultant to Town of Pahrump
Claire Toomey, Public Lands Advisory Board
(PLAB)
Cookie Westphal
Marian Maxfield, Pahrump Valley Citizen Action
Team
Marvin Minnick, Planning Commission
MaryEllen C. Giampaoli, consultant to Town of
Pahrump
Matt Luis, Grounds and Maintenance
Noel Smithers, PLAB
Robert Adams, PLAB

Neighbors and Community Partners

Noel and Dorothy Smithers, Park Visionaries
Alice Rossington, Labyrinth Society
Debby Woodland, 4H
Erin Cason, Pahrump Boys and Girls Club
Gina B. Good, Pahrump Valley Times
Pahrump Nugget Hotel and Casino
Holly Henseler
Julia Lawrence, Pahrump Valley Chamber of
Commerce
Ken Lengner
Sheri's Ranch

Federal Land Management Agencies

Judy Suing, US Forest Service
Kathleen Sprowl, Bureau of Land Management
(BLM)
Marc Sanchez, BLM
Patrick Putnam, BLM
Sarah Craighead, Death Valley National Park
Susan Farkas, BLM
Terry Baldino, Death Valley National Park

National Park Service

Rivers Trails and Conservation Assistance

Barbara Rice
Deborah Reardon*
Linda Stonier
Sally Sheridan*

American Society of Landscape Architects

Nevada Chapter

Amie Wojtech*, Chapter President
Karen Klaassen*
Lindzay Green
Shane Ice*, JW Zunino
Wayne Salom*, JW Zunino

**Design Team*

Project Background

Realizing the unique opportunity to help shape the future of a cornerstone piece of the Pahrump landscape, residents and agency staff joined hands over the course of a year in an effort to create Last Chance Park. Located in the northwest area of the Pahrump Valley, this Bureau of Land Management property is a rugged landscape that provides open space, habitat for wildlife, and areas for recreational use. Pressures of a growing community and unmanaged use were beginning to appear with numerous haphazard, unofficial trails threatening sensitive cultural and natural resources. In addition, there was community interest in providing more access and recreational opportunities within this area.

Noel Smithers, visionary neighbor of Last Chance Park, conceived the idea of protecting these lands and built support through the Town of Pahrump Public Lands Advisory Board (PLAB). Noel's efforts led to the Town of Pahrump, in collaboration with the US Forest Service, the Boys and Girls Club of Pahrump, Visiting Angels Living Assistance Services and Il Me's Endurance Arabians, applying for and receiving a technical assistance grant from the National Park Service's Rivers, Trails, and Conservation Assistance (RTCA) Program to conduct community outreach and create a conceptual design for Last Chance Park. Specific goals for the partnership effort included:

- Gather community input and site preference(s) for a 10 acre public park, located on BLM land near the Last Chance Mountains in Pahrump, Nevada.
- Facilitate a Town of Pahrump sponsored design effort that utilize pro bono design services from landscape architects from the Nevada Chapter of the American Society of Landscape Architects and invited resource professionals to create conceptual designs that will be used by the Town of Pahrump to finalize the Plan of Development for submittal to Bureau of Land Management (BLM) for Recreation & Public Purpose (R & PP) lease purposes.

Desired Outcomes

After a series of community meetings and soliciting next generation ideas from the Boys and Girls Club, two main desired outcomes were identified for the design effort:

Location(s) of and concept plan(s) for the 10 acre parcel that identifies:

- Public access and parking
- Recreational opportunities
- Trails and their related alignments, character, and enhancements
- Defined areas for natural resource protection and enhancement
- Interpretive and educational amenities

A framework for:

- Stewardship programs
- Sustainable implementation/funding/safety/maintenance strategies
- Town of Pahrump recommendations to BLM regarding future planning in the Study Area

Design Process Overview



Community Outreach

- **December 2007-April 2009:** Workshop Sponsoring Team reaches agreement on goals and desired outcomes. Committees are formed that plan design workshop.
- **April 2009 Youth Workshop:** Pahrump Boys and Girls Club share their vision for Last Chance Park.
- **April 2009 Open House:** Needs, desires and concerns for 3000 planning area are gathered.
- **May 2009:** Design Workshop cancelled. Scope of project reduced from 3000 to 10 acres.
- **September 2009 Open House:** Needs, desires and concerns for 10 acre Last Chance Park sites are gathered. Community identifies preferred sites.



Design Event

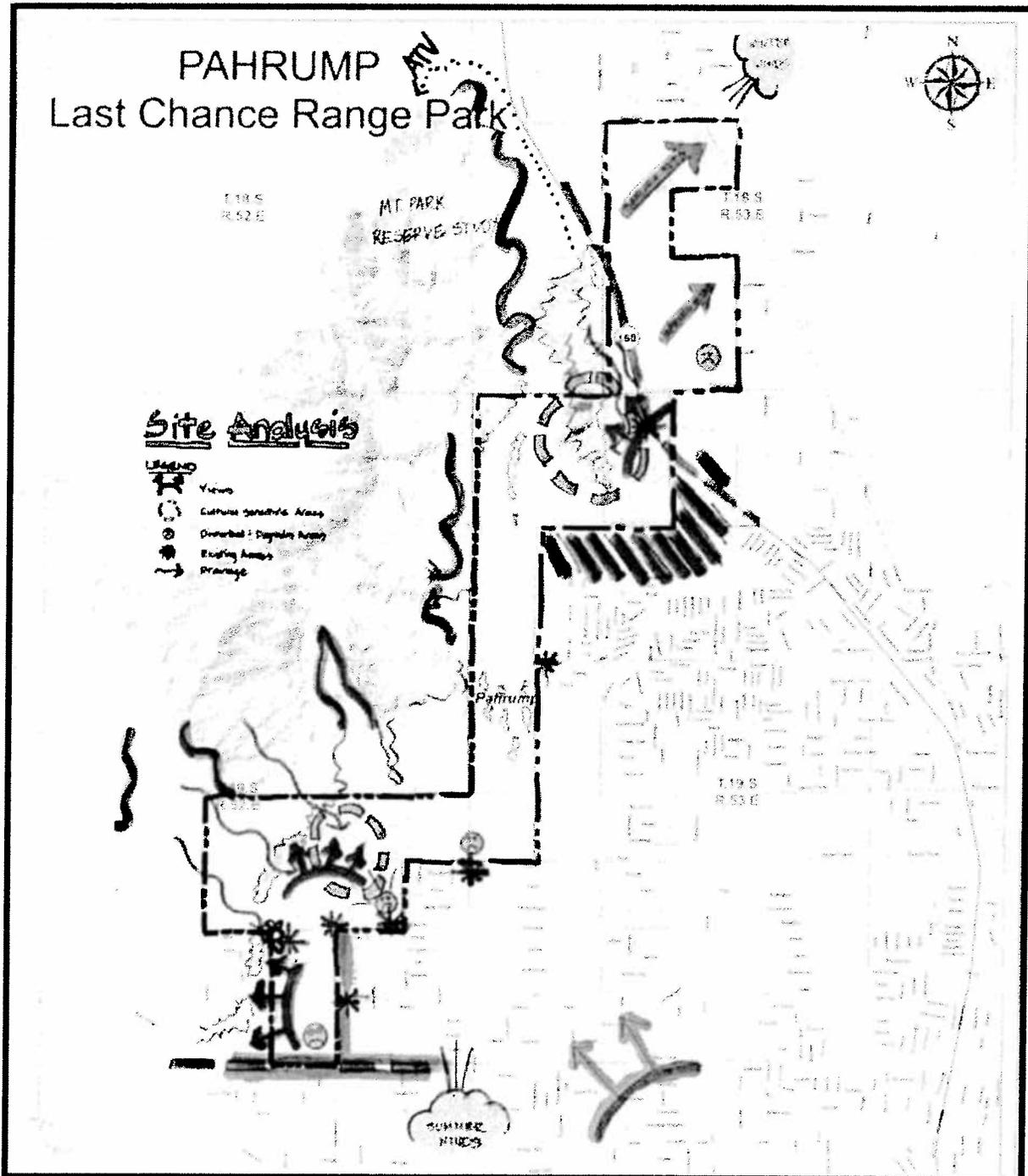
- **October 24-25, 2009:** Volunteers from ASLA take results from community outreach and use this plus resource information to prepare alternative concepts for Last Chance Park.
- **October 25, 2009:** Concepts are presented to the Pahrump community for feedback and preferences. Following the design event, the Town takes the process forward either through further design refinement or working with the BLM to start the R&PP lease application.



Technical design team members participated in a field trip and created designs for Last Chance Park.

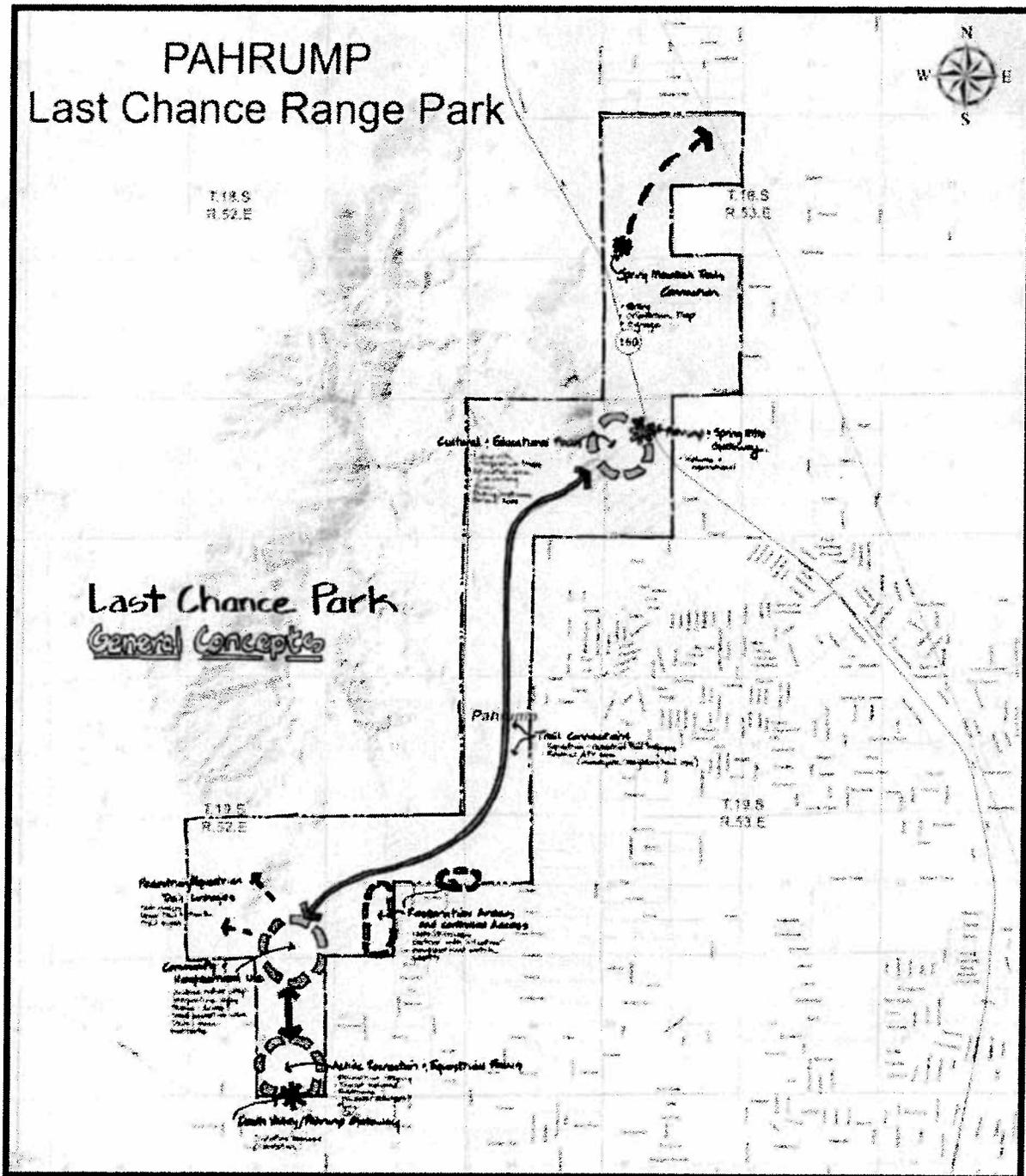
Design Results

Site Analysis



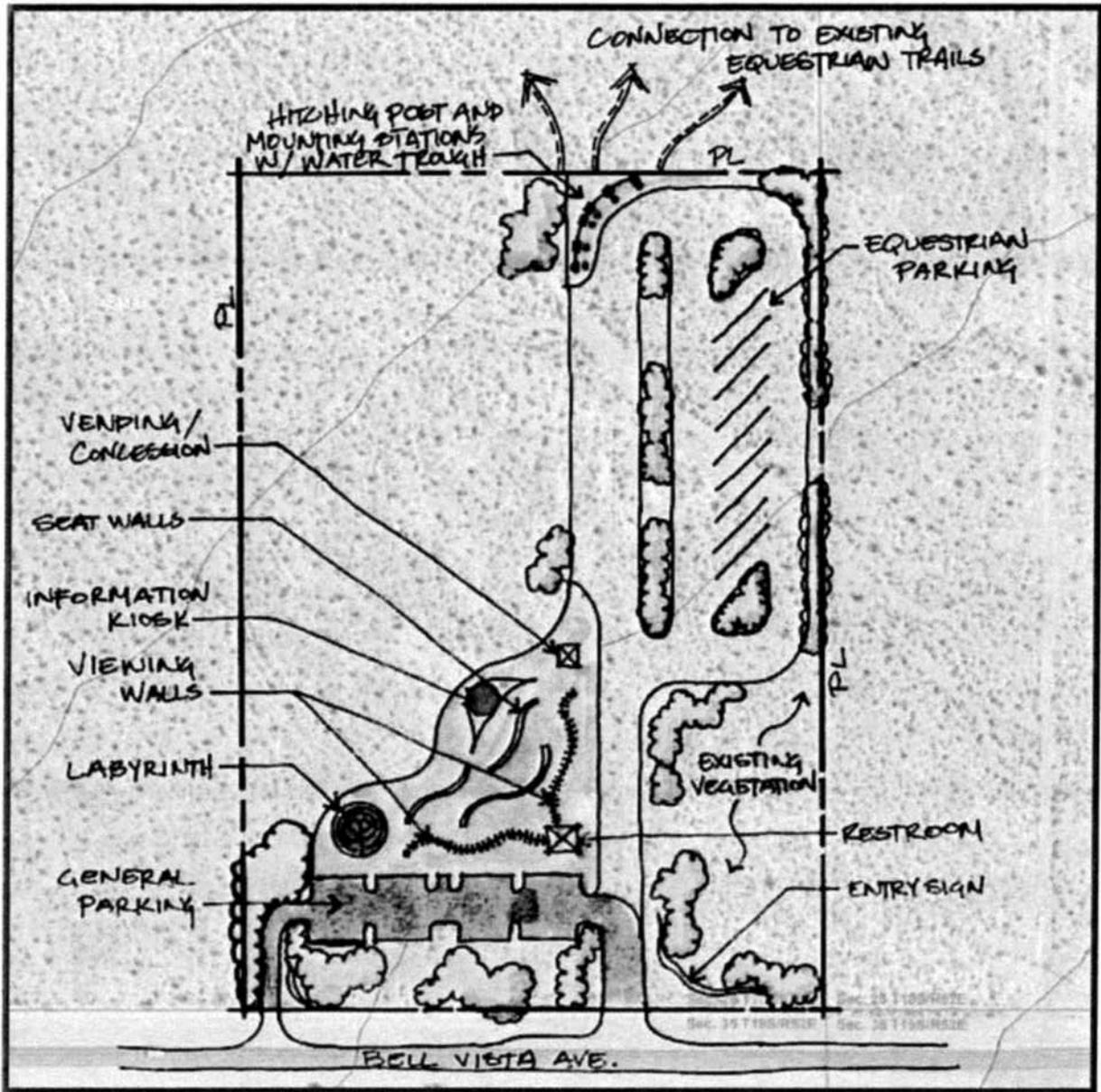
After a site tour and background information presentation, the Design Team got to work! Their first step was to capture, in a cohesive manner, their observations on and about Last Chance Park. This resulting site analysis map helped shape and site appropriate design development for integrating and managing human activity in the Last Chance area.

General Design Concepts



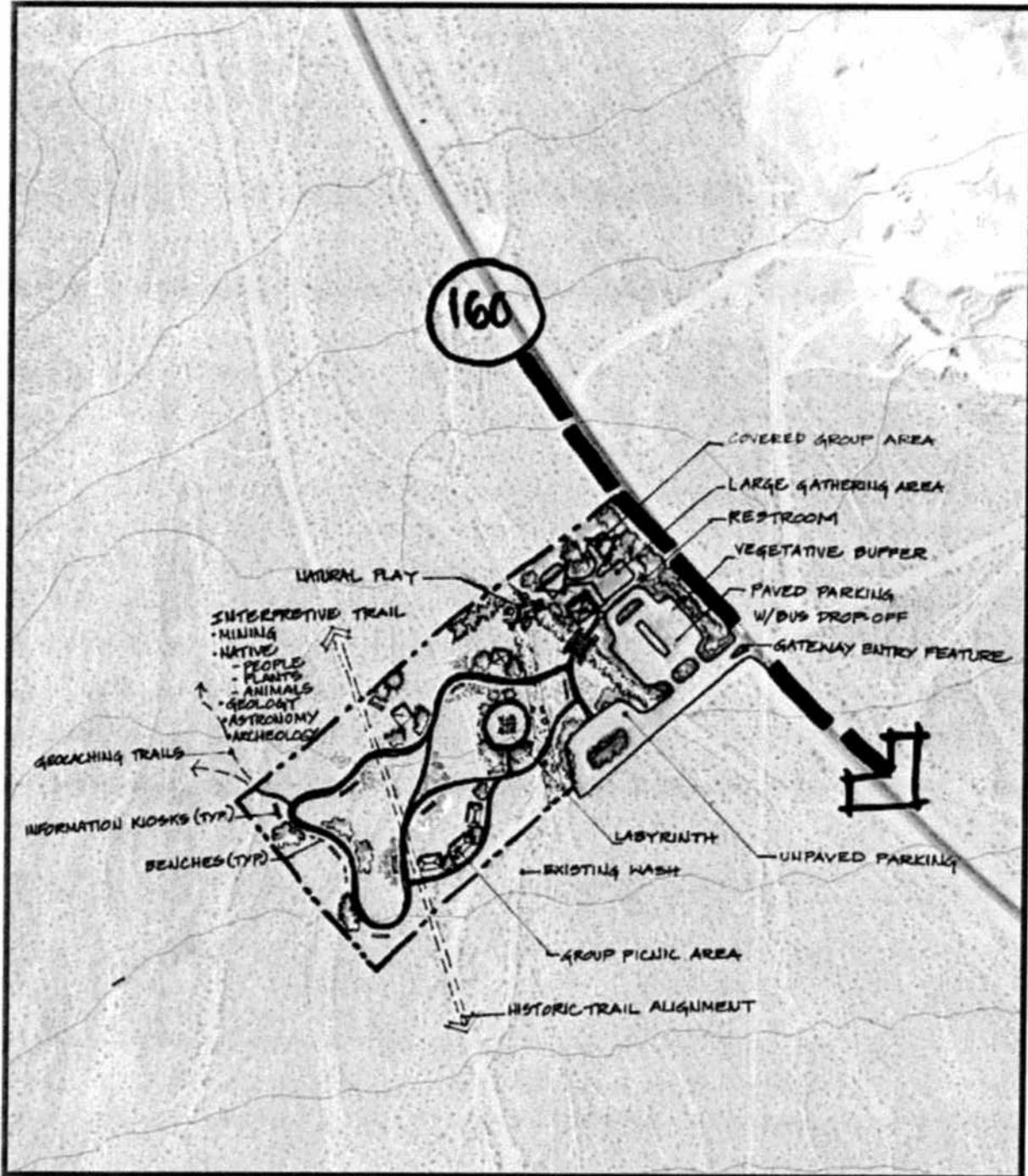
The Design Team took a look at how park development and access could develop and interconnect throughout the Last Chance Park area. Based on site preferences developed at community meetings, three key areas for park development were identified—each with a distinct focus and access: a cultural and educational park, a community and neighborhood area, and an equestrian and recreation site with an emphasis on attracting and orienting the visitor to Pahrump and the surrounding public lands. In addition, restoration areas were identified to repair existing damage from off road vehicles and uncontrolled access, trail linkages between three park areas were suggested, and a stronger connection to Spring Mountain trails was proposed.

Design Alternatives
Bell Vista Gateway



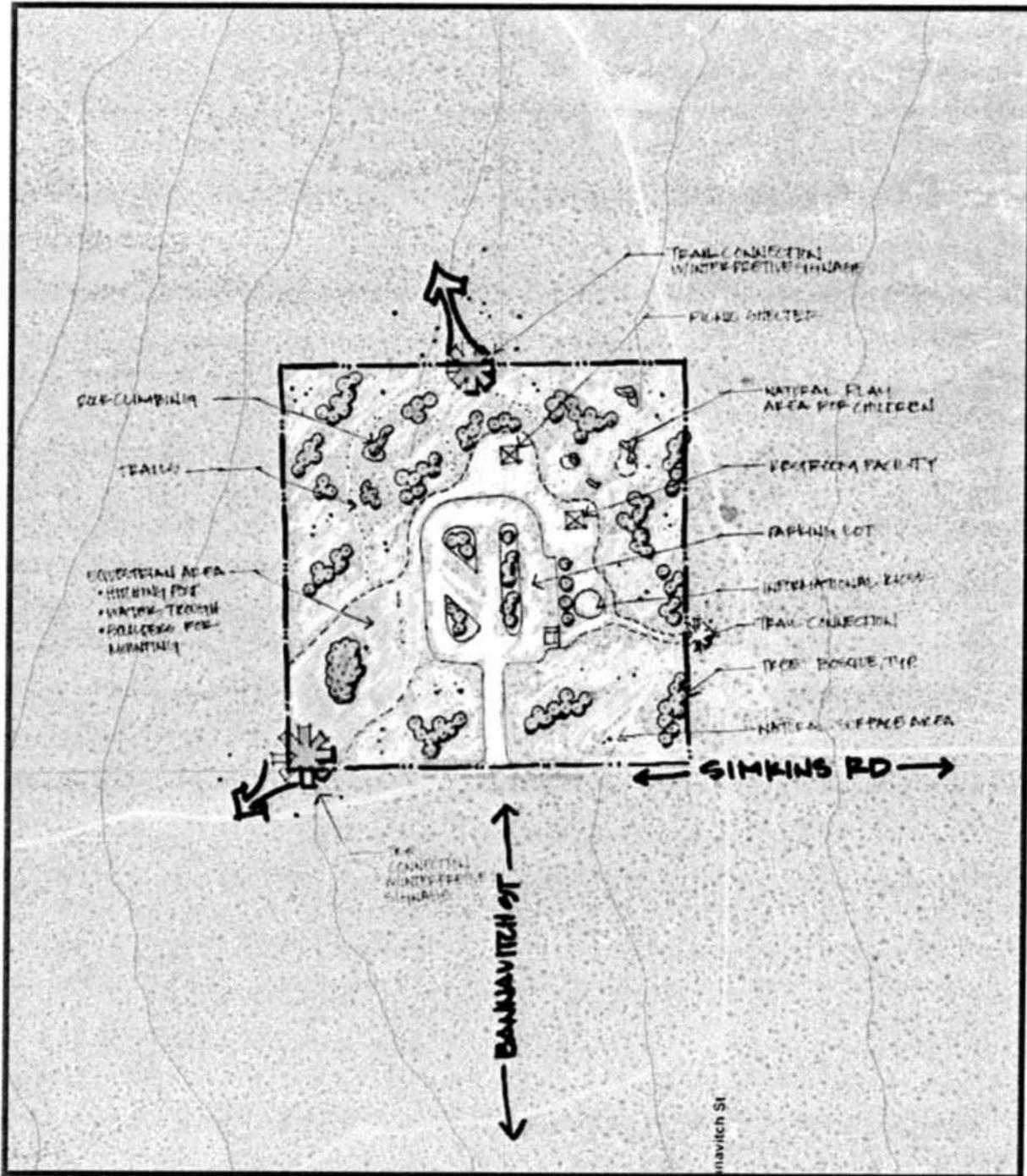
The Bell Vista Gateway alternative, located off Bell Vista near Bannavitch, serves as both a destination park for equestrian and recreation users as well as a welcoming and orienting place for visitors to Pahrump and the surrounding public lands. Two separate parking areas welcome the user—a major equestrian parking and staging areas is sited towards the rear of the site and day use parking is located closer to Vista Road. Equestrian facilities include hitching posts, mounting stations, water troughs, and orientation to trail connections. Park visitors will enjoy a landscaped area that features a concession/vending building, restroom, informational kiosks, shaded areas, a labyrinth, and sculptured walls that capture unique views of the Last Chance Range. Orientation and direction to the trail connections existing within the larger Last Chance Area are provided.

Lizard Head Learning Center (Highway 160)



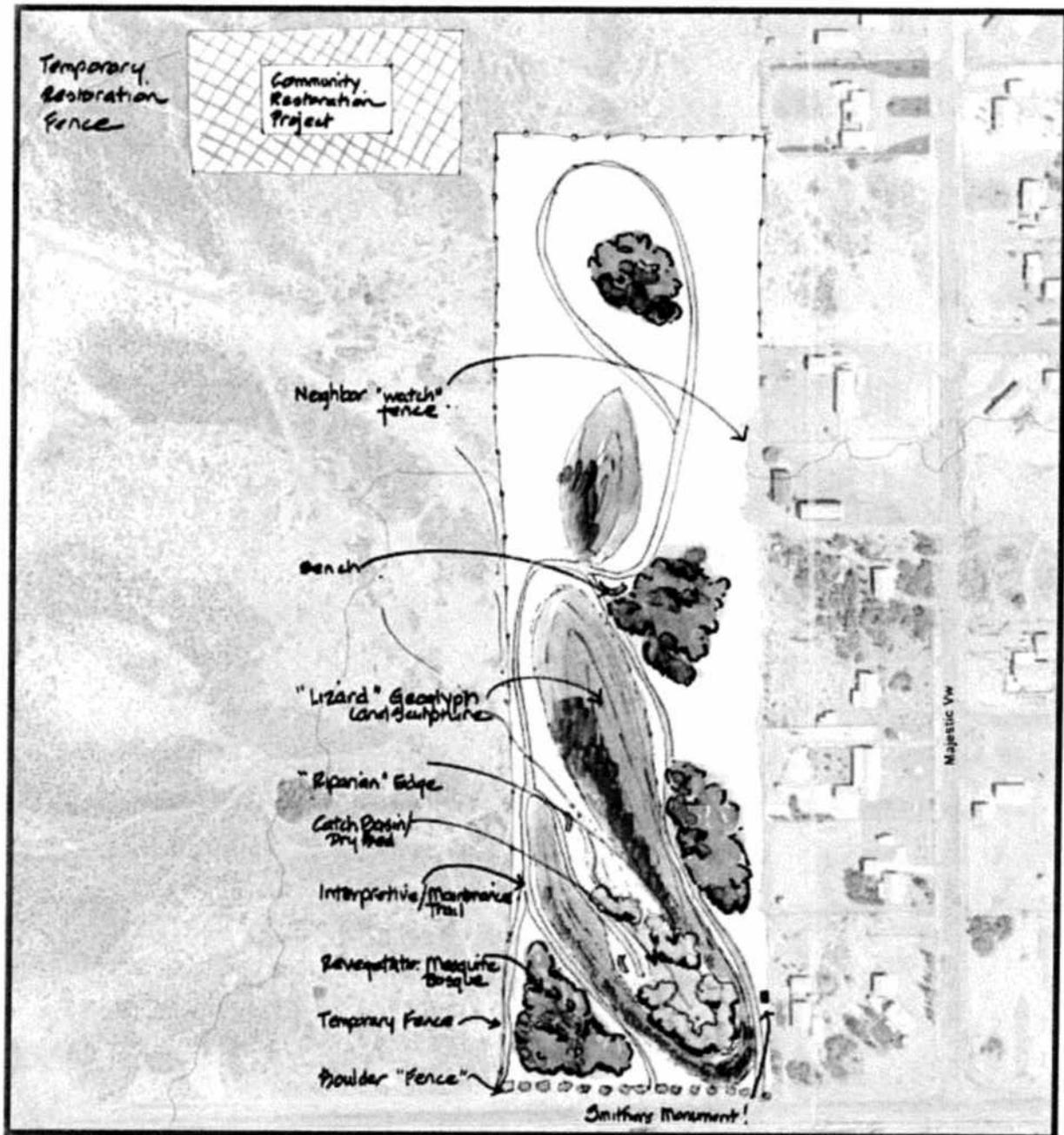
Located off of Highway 160 at the northern part of Last Chance area, cultural interpretation and educational learning are the cornerstones of this park experience. A parking lot and overflow area accommodates visitors to the park and school bus drop off, and provides formal access to the park. A large gathering and educational area incorporates landscaping, play areas, a restroom, and shaded learning areas. An interpretive trail leads the visitor through the rest of the site, providing information about natural and cultural resources. A labyrinth, picnic areas, connections to geocaching and historic trails, and a restored dry wash complete the experiences offered here.

Chuckwalla Community Park



Envisioned as a community destination, this site located at Bannavich and Simpkins provides access to adjacent recreational trails and integrates facilities for equestrian staging, shaded picnic sites, parking areas, a labyrinth, and a restroom facility. Orientation information serves hikers, bikers and rock-climbers that come to experience the larger Last Chance area. Equestrian users will find ample parking and features such as hitching posts and water. Appealing to the younger generation, this park features natural play areas, rock climbing features, exploration and learning trails.

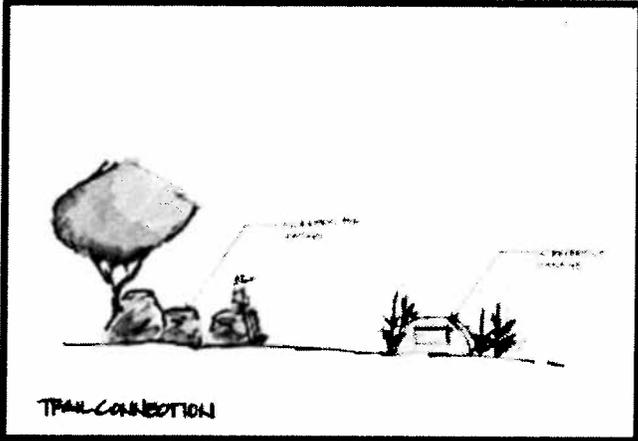
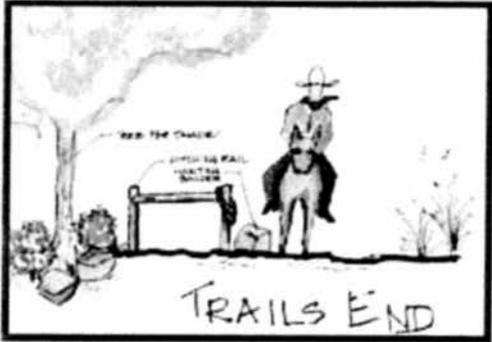
Community Restoration Project



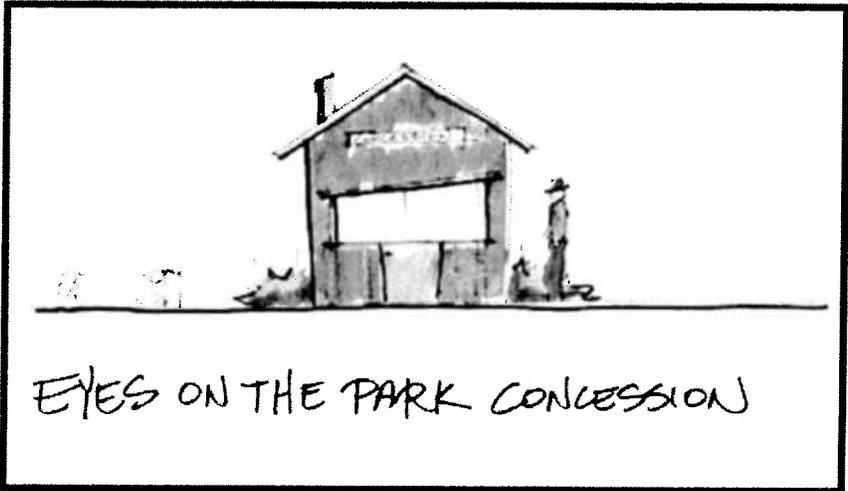
Dumping, off road vehicle use, and ecological damage on the Last Chance landscape were major concerns expressed by community members. The design team tackled these concerns by designing a site to intersect restoration, recreation, and art with community stewardship. Located at Bison and Barney, a large earth sculpture, much like the geoglyphs found in the region, serves as a catch basin for seasonal flooding. Revegetation could occur with restoration of the mesquite bosque and integrating new native plantings. A trail weaves through the site that is both a maintenance and interpretive trail. Fencing includes temporary restoration fences as well as strategic boulder placement. Adjacent neighbors provide eyes on the area to help monitor the restoration efforts. A monument to Noel Smithers commemorates his passion and vision to create a Last Chance Park.

Design Details

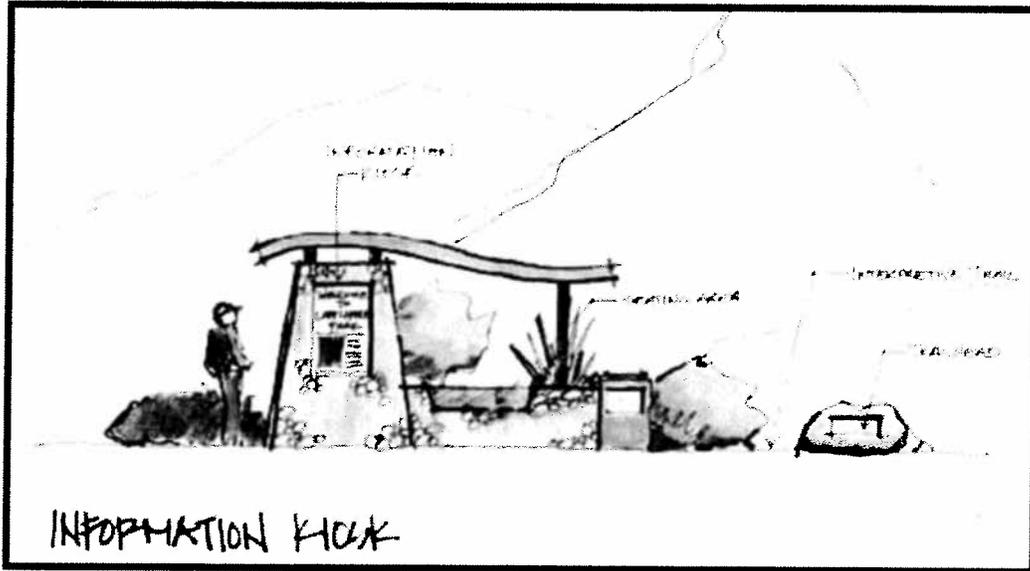
Trail



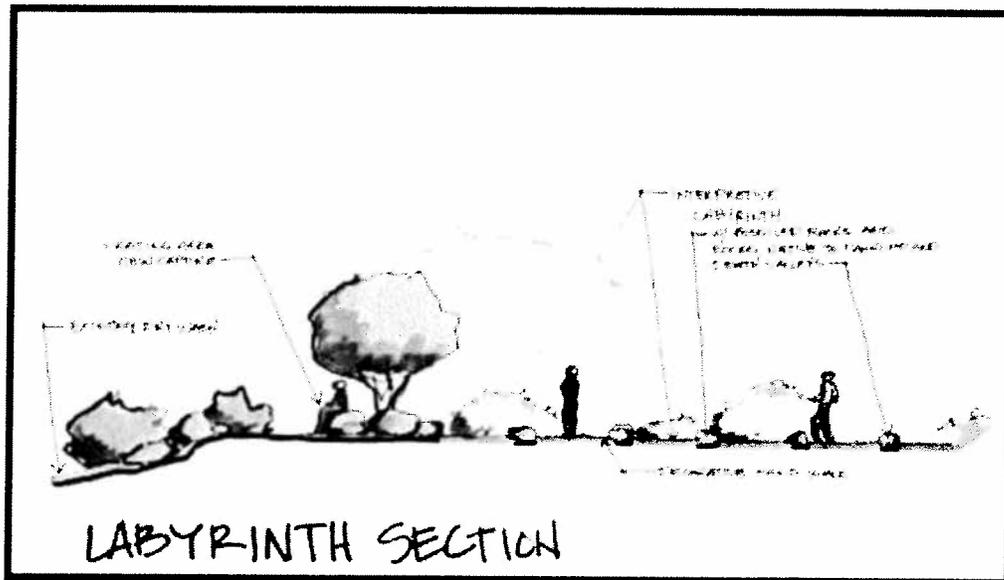
Concession



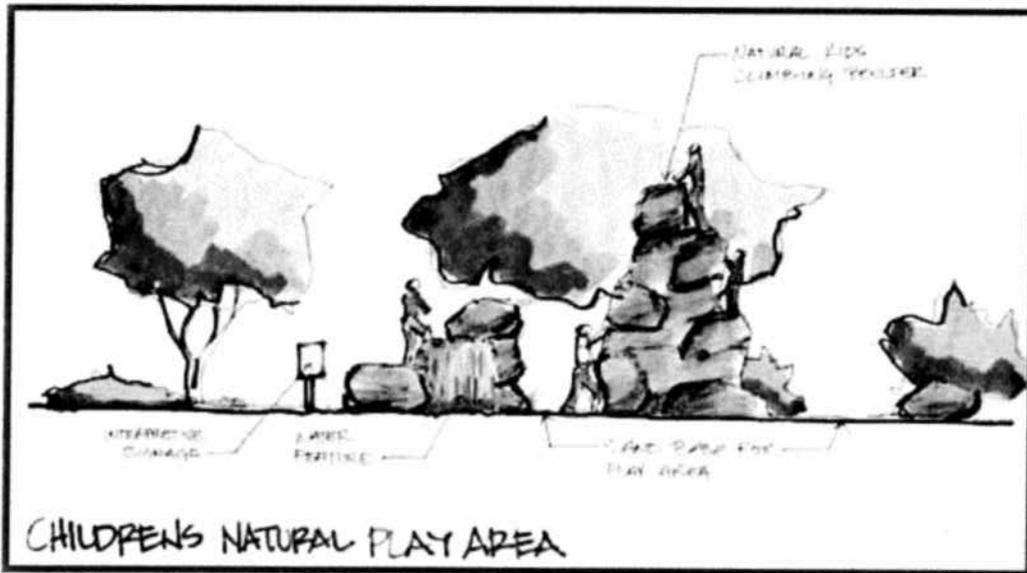
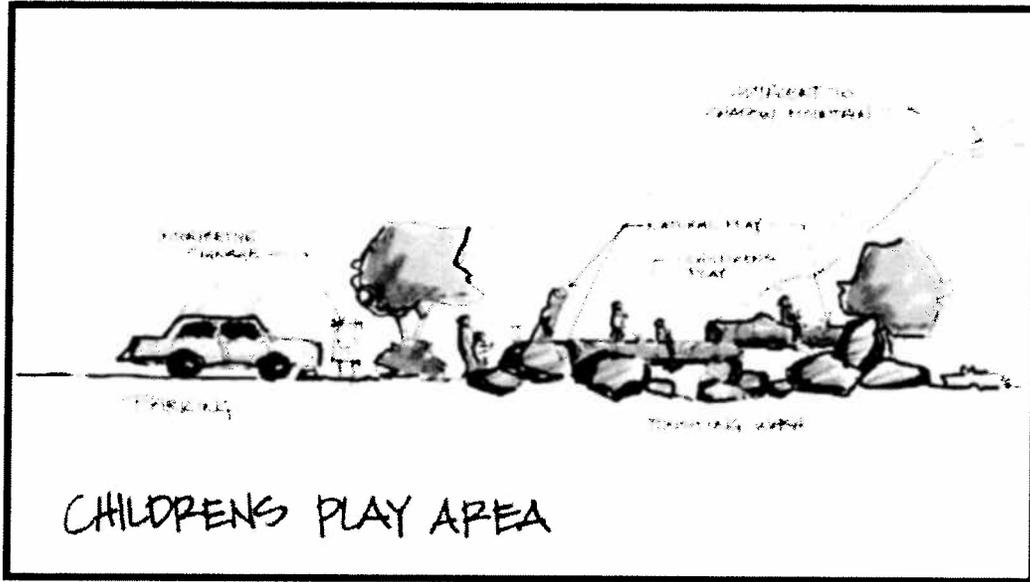
Informational Kiosk



Labyrinth



Children's Natural Play Area



Implementation Strategies

Initial community feedback to the design concepts was positive, with a preference to focus on the Bell Vista Gateway as the first phase of development. However, more community and Town input should be solicited to not only garner preferences, but to build support and stewardship for Last Chance Park. Several siting issues need to be reconciled as some ideas were redundant in the concepts, such as the labyrinth and equestrian staging areas. Siting these uses will depend on community priorities and schedule of park development. Opportunities and challenges should be weighed in as well, such as the potential for neighborhood watch efforts, the need to grade and/or pave access roads, mitigation of flooding, and maximizing the diversity of recreational users.

Leadership for implementation is also critical, and a community leader should be identified to support the Town in plan implementation and long term stewardship. While the Town will lead obtaining BLM approvals for the R&PP lease, support and leadership from the community will be needed for functions such as fundraising, building community awareness, and advocacy.

Other implementation ideas include:

- **Expand partnerships and outreach.** Continue to build public awareness, engagement and support by expand relationships with community partners that could be involved in park development or stewardship, such as:
 - Youth groups:* Pahrump Boys and Girls Club, Boy Scouts, Girls Club, 4H
 - Landscaping and Design Resources:* Master Gardeners, Pahrump Valley Garden Club, Great Basin College
 - Business Development:* Pahrump Valley Chamber of Commerce, PVCAT
 - Construction:* Strickland
 - Recreation Groups and Businesses:* Bicycle Warehouse, Rock a’Lance
 - Interpretation and Public Art:* Pahrump Paiute Indian Tribe, BLM archeology, Pahrump Art Council
 - Environmental Groups:* Nature Conservancy
 - Gateway Planning:* US Forest Service, Bureau of Land Management, Death Valley National Park, Ash Meadows National Wildlife Refuge
- **Expand and formalize neighborhood watch program to include all neighborhoods surrounding park.** Consider using “trail watch” as a model, a program that has been successfully used in multiple states including Nevada and Alaska.
- **Expand project communications and outreach.** Utilize traditional and new media tools to build support, advertise volunteer projects, and obtain financial support. If volunteers can commit time to maintain on an ongoing basis, create a project website, blog and/or Facebook page. Continue to prepare press releases and share information through the local newspaper.

- **“Stay on Trail” and model trail access through park site (when available).** Model low-impact, non-motorized trail use while using the Last Chance area. When park site is established, use this site to access the surrounding trails.
- **Initiate demonstration restoration project.** Partner with the BLM and volunteer programs on restoration for impacted areas. Utilize plants from park site, cleared during construction, for future restoration.
- **Engage in upcoming planning for surrounding federal lands.** Get involved in the upcoming BLM Resource Management Plan (RMP) and travel management planning processes. Advocate for modifying the disposal boundary to exclude the Last Chance Park area and designate trails in the area. Continue involvement with US Forest Service on upcoming West Side Plan. Identify future trail connections between Last Chance Park and the Spring Mountains.
- **Expand funding for park development.** Diversify funding for park development through grants and other resources.
- **Track volunteer hours for future in-kind grant matching.** While many volunteers have contributed hundreds of hours, this information has not yet been captured. Identify a leader for tracking volunteer hours, which would lead to significant matching dollars for grants.
- **Direct funds from concessions/store for future projects or maintenance.**

Conclusion

Design concepts for Last Chance Park have expressed the community’s vision for protecting the area from future development and providing recreational access. Following required local approvals, the Town of Pahrump will amend a pending Bureau of Land Management Recreation and Public Purpose Lease (R&PP) application to include these three alternative designs. Additionally, energized community volunteers will champion plan implementation through fundraising and initiating the restoration project.

For more information or to get involved, please contact:

William Kohbarger, Town Manager

Town of Pahrump

bkohbarger@pahrumppnv.org

775-727-5107 ext 305

Claire Toomey, Neighbor

claire2me@netzero.net

702-301-4039

For more information about the National Park Service's Rivers, Trails and Conservation Assistance Program, please contact:

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Nevada Field Office

National Park Service, Rivers, Trails and Conservation Assistance Program

deborah_reardon@nps.gov

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Sally Sheridan, Landscape Architect

Pacific West Regional Office

National Park Service, Rivers, Trails and Conservation Assistance Program

sheridan.sally@gmail.com

805-687-6090

Barbara Rice, Program Manager

Pacific West Regional Office

National Park Service, Rivers, Trails and Conservation Assistance Program

barbara_rice@nps.gov

510-817-1449

Appendix A: Community Open House Notes

Community Open House #1 Notes

April 29, 2009

1. What do you value about Last Chance Park?

- Speaking for tortoises, cotton tails, rabbits, etc. – We don't want people there!
- Keep ATVs out, no motorcycles
- Fire is a concern (if people camp)
- Nice place – horses and hiking, no camping or picnicking
- 5+ species of cactus (but ATVs run over them and don't grow again)
- Undeveloped and natural
- Animals – won't become extinct, tortoises
- Geology and natural beauty
- Safe bicycle trails
- Quiet
- Clean air
- Plant life – rare
- Educational opportunities
- Beautiful
- Hiking opportunities
- Peaceful and clean
- Managed recreation
- Managed by community
- Endangered/unique species
- Wildlife/scenery
- Vegetation
- Looking at mountain
- Ability to go there – accessibility
- Solitude (further back in)
- Mountain climb
- Horses
- Save animals/plants
- Rock formations
- Shooting at base (but I have casing collectors to mountain)
- ATV – tread lightly
- Exploring
- Stars at night
- Gold mines
- Hiking
- Race to top of mountain

- Getting pets outside (leashed)
- Sunsets
- Preservation
- Leave as is without ATV
- Want control to keep natural
- Openness
- Serenity
- Home for birds, animals and plants

2. What do you do when you go there? (Or, what would you show a friend that came to visit?)

- Pick up garbage
- Ride horses, donkeys made existing trails
- Avoid hunters who shoot at homes
- Hike on mountains, go to the top
- Go to caves
- Death Valley visitors find stuff in caves (bow & arrow)
- Mine gold
- See animals and feed rabbits
- Feed tortoises – romaine and fruit!
- Ride horse to the cave
- Ride horse to the backside of Shadow and Johnny Mine
- Hike
- Picnic
- Camp
- Bike
- Horseback ridings
- Nature trails
- Bird/animal/desert watch
- Fossil hunting – but leave them
- Painting, drawing and photography
- Hiking with pets, family and friends
- Climbing peaks
- Horseback riding
- Scenic walking, driving, etc.
- Watch wildlife
- Ride ATV/motorcycles
- Live there
- Valuable concept – participate in outdoor activities (horseback and hiking)
- Shadow Mountain is beautiful
- Wildlife
- Photography
- Equestrian

- Shooting
- ATV
- Mountain climb
- Hiking/equestrian/exploring
- Repelling
- Look at new houses/check out neighborhood
- Exercise/walk dog
- Hike
- Views
- Equestrian
- Quiet
- Scenery
- Wildlife
- Horseback riding
- I'm already there and appreciate the view from my home across the street from it
- Shadow Mountain

3. How do you get there? How would you like to get there?

- Walk across the street
- Horse trailer
- Walk from door/yard
- Ride a horse
- Bike
- Jogging/walk
- Tour
- Drive
- By motorcycle
- ATV/motorcycle
- Biking
- By horseback
- Horseback/walk
- ATV (local)
- Drive vehicle out there
- Bike
- Trailer horses out
- Neighborhood access
- I live across the street

Ideas for future access:

- End of Barney
- Simpkins
- Small staging areas near 160

- Bell Vista – large “gateway”
- Leslie and Mountain View
- Bannavitch
- Walk and horses – different access
- Designated access with parking at end of Bannavitch and end of Murphy Barney and off of 160 and west
- None from Corbin

4. What would you like to do/see there in the future?

- Way it was 10 years ago!
- Wildlife
- Equestrian trails to remain
- Signs – no motorized and steep fines
- Leave it alone
- Better controls
- Bring back burrows
- No donkeys
- Hiking trails and trailheads with signs
- Mark trails with “T”
- Trail connection to Spring Mountains
- Wildlife protection
- Control illegal shooting, more enforcement
- Lookout – like South Mountain in Phoenix on the north side
- Parking for hikers and visitors
- Security
- Multi-use trails
- Picnic – don’t feed the animals
- Kite flying
- Camping – close to town, easier
- Scout camping
- No open fire area
- Guided walks
- Nature trails
- Waysides, educational signs
- Star gazing
- No motorized vehicle area
- Drug, alcohol and tobacco free
- Dogs on leash
- Exercise stations
- Horseback riding
- Hiking
- Multi-use/model for other communities

- Biking
- ATV
- Jogging
- Dog shows and dog park
- Shade
- "Green" infrastructure
- Camping
- Fire rings (BBQ, controlled)
- Designated use areas
- Place to fish
- Fitness area
- Place for painting
- Vista outlook/scenery overlook
- Open up the areas for designated use (trails and other uses)
- Neighborhood park "for kids" at staging near neighbors
- More vegetation
- Tables, benches, shade, scenic overlooks
- Restrooms
- Guzzlers
- Connections to other parts – big look
- Interpretive trails
- Need a "patrol" contact – watch over
- Concern: Parking, entrances and access?
- Trailhead with landscaped restrooms like at Ash Meadows
- Only non-motorized trails
- Water station for wildlife away from homes
- Keep out all off road vehicles
- Horseback ride, hike
- No ATV
- No shooting

5. What would make Last Chance Park/Pahrump a bigger tourist destination for visitors to Death Valley National Park and Spring Mountains Recreation Area?

- No "tourons" (cross between a tourist and moron)
- Photo opportunities, like in Beatty
- Distribute brochures at Chamber for Last Chance Park
- Make Bell Vista road a State Highway
- Better signs
- Better accommodations – hotel, place for breakfast, RV parking, restaurants
- No promotion for tourists
- Picnic area, covered area
- Rest stop, restrooms, water

- Trailheads
- Dog park
- Brochure showing Death Valley, Spring Mountains and Pahrump
- Campground
- Emphasize peaceful nature
- Better signage
- Education
- Guided tours
- Gateway stop – bathroom, scenic overlook, donation box, access to trails, kiosk with map and rules
- Do not want tourism
- Possible rock climbing
- Do we really want that? The desert is so fragile!

6. How can Death Valley National Park and Spring Mountains National Recreation Area build a stronger partnership with Last Chance Park/Pahrump?

- Develop the West Side so that we (Last Chance) can connect
- Rail-Trail (Tonopah, Tide Water to Death Valley)
- Through a trail system – western version of Appalachian Trail or Oregon Trail
- Joint Advertising including festivals and events
- Chamber of Commerce
- Stay involved, don't get transferred
- Brochures that show partner agencies
- Trail connections
- Friends group to work with others, stewards
- Guided tours
- Youth groups, schools, cultural and historic groups
- 2-3 day equestrian ride to connect Death Valley, Pahrump and Spring Mountains (no camping)

Other Comments:

- People steal cactus and rocks
- Flood control is an issue, don't pave the trails
- Rumor of ATV park
- Reps north of Bell Vista should be included on Design Team
- Get Girl and Boy Scouts and Boys & Girls Club involved in service projects
- Other organizations – Veterans Organizations
- Whole community involved
- Special day designated for park
- Get sound system for future open houses
- Why can't the federal government run the park?

**Community Open House #2 Notes
September 29, 2009**

Site Location Comments

Bannavitch and Bell Vista site:

Pros:

- Cheaper access, allows more money for improvements
- Many places to ride
- Already popular
- Very scenic
- Good restoration potential
- Users will move north
- Avoids "equestrian estates"
- Tourism
- Death Valley gateway
- Direct horses to the north, not through houses
- No road needed, good access
- Better riding and near bar, existing development

Cons:

- Near residences
- Horses getting loose along main highways
- Make sure that the trailhead is not at Simpkins and Bannavitch so users won't access on Stephanie

Roadrunner, west of Hwy-160 site:

Pros:

- Good access from highway
- No residential
- Flat

Hwy-160 sites:

Pros:

- Away from residences

Cons:

- Need approval for NDOT road
- Horses getting loose along main highways

Bannavitch and Simkins site:

Pros:

- Central location

Other comment: Need direct input from surrounding property owners

Proposed Amenities (list based on draft list from Open House #1 and Boys and Girls Club workshop)

Amenities list is based on input from Open House #1 and Boys and Girls Club workshop. Priority amenities for the 10 acre site, number of "dots" for each and comments are shown in blue.

- Benches (7)
- Boulders for getting on and off of horses
- Bike rack
- Camping facilities (for scouts and community)
- Dog park – dangerous to horses
- Emergency phone (3)
- Equipment rentals
- Exercise stations
- Fire rings - BBQ, controlled – fire danger!!!
- Fitness area
- Food center (1)
- Guzzlers – mosquito issue
- Hitching posts (5)
- Interpretive trails (10) – also hiking trails
- Kite flying area – spooks horses
- Labyrinth (3)
- Landscaping – no oleanders or toxic plants
- Learning center
- Museum
- Neighborhood park for kids
- Parking (19) – pull through, not paved for horses
- Parking – priority spaces for Hybrid vehicles
- Picnic area (4)
- Place to fish - pond
- Protection for wildlife, vegetation
- Quiet area for painting, photography, wildlife viewing, etc. (3)
- Ranger station (5) - security
- Recycling
- Restroom (20)
- Scenic overlook
- Shade (14)
- Signs – interpretive & directional (5) – mark the trails (i.e. to the summit)
- Signs – rules and regulations (8)
- Skateboarding

- Stargazing area (1)
- Swimming pool
- Tables (6)
- Water (13)
- Water pump (6)
- Comments: Denote Last Chance Peak on map and signage. Natural aesthetics. No horse trough, water pump is good.

List of Concerns

- Loss of use of existing land
- Proximity through residential neighborhoods
- Preserving the natural state
- Access for emergency vehicles
- Access to trails
- Maintenance
- Cooperation with Sheriff and rangers (frequency of ranger patrols)
- Neighborhood watch
- Litter clean-up events
- Sufficient trash cans or dumpsters – prevent residential dumping
- Drug and alcohol abuse after hours
- Jurisdiction of sheriff and rangers
- No ATVs on the larger area
- Proximity to homes - NIMBY

Interpretive Ideas

- Native American Artifacts (bow & arrows, rock art)
- Brochures – no brochures
- Connections to other parks, trails
- Death Valley & Spring Mountains gateway *
- Endangered and unique species, wildlife * - nice selection!
- Gold mines
- Rock formations and geology*– yes! (lava rock), fossils
- ~~Shadow Mountain~~ Last Chance Peak image
- Stewardship – preservation, discourage “rock hounding”
- Name the plants
- How did Shadow Mountain get its name?
- Opportunities to see bighorn sheep
- Trail elevation information; trail difficulty rating
- “Pahrump” Indian word – top water rock (Shoshone?)

- Benefits, attractions for equestrians
- "Shadow of the Lizard" on Shadow Mountain – shown as "Shadder Mountain" on USGS Map
 - Endangered cactus
 - Geology
 - Signs yes, brochures no
 - Rules of the road
 - Sea fossils
 - Caves
 - Eagles and hawks
 - Stick bugs
 - Geocaching
 - Responsible recreation (Pack it in, Pack it out. Stay on Trails)
 - Kiosk
 - Signs – cultural sites, eagles, hawks, bighorn, lizards, cactus
- *Identified as priorities by 1-2 groups.*

Other comments/issues

- The focus on 10 acre site tonight made it easier to conceptualize the project; 1500 acres was overwhelming.

Appendix C: Funding Resources

Federal Programs

National Park Service, Conservation Study Institute Guide
nps.gov/csi/pub_resources/pub2.htm

Click on CSI #10, "Opportunities for Communities that Neighbor Federal Land, A Guide to Federal Programs"

Federal Grants
grants.gov

State Programs

Nevada Recreational Trails Program
parks.nv.gov/trail/about.htm

Nevada Division of State Lands, Question 1 Program
lands.nv.gov/Question1/Q1.htm

Nevada Division of State Lands, Mount Charleston License Plate Program
lands.nv.gov/program/mtcharleston.htm

Nevada Commission on Tourism Rural Marketing Grants
travelnevada.biz/grants.aspx

National Partners

American Hiking Society Funding Resources
americanhiking.org/Partners.aspx?id=67&terms=grants

American Trails Funding Resources
americantrails.org/resources/funding/index.html

Local Partners

Nevada Conservation Corp
thegreatbasininstitute.org/programs/nevada-conservation-corps/

SNRPC Regional Open Space and Trails Plan Funding Toolbox (pages 61-68)
snrpc.org/RegionalPolicyPlan/OPENSOURCEPLAN_2006.pdf

Get Outdoors Nevada
getoutdoorsnevada.org

Southern Nevada Agency Partnership, Restoration Team
snap.gov/projects/restoration.cfm

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED DATE OF DESIRED BOARD MEETING
3/28/2011 4/12/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

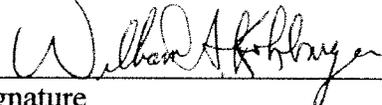
ITEM REQUESTED FOR CONSIDERATION:
Discussion and Possible Decision to Amend the Lease with Option to Purchase Agreement with Growponics Nevada to Extend Agreement Deadlines by Six Months and to approve assignment of the Agreement from Growponics to Water Lily Ranch and All Matters Properly Related Thereto.
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 the Lease Option to Purchase Agreement with noted changes.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Town Board/Staff

SPONSORED BY:

William A. Kohbarger, Town Manager 
Print Name Signature

400 N. Hwy 160 (775) 727-5107 ext. 305
Mailing Address Telephone Number

LEASE WITH OPTION TO PURCHASE

THIS LEASE ("Lease") is made as of this November 19, 2010, by and between TOWN OF PAHRUMP ("Lessor"), and WATER LILLY RANCH ("Lessee"), who hereby agree as follows:

Deleted: GROWPONICS NEVADA, LLC

1. **PREMISES.** Subject to the covenants and conditions of this Lease, Lessor leases to Lessee, and Lessee leases from Lessor, the Premises (the "Premises"), which comprise approximately five (5) acres in the Town of Pahrump, County of Nye, State of Nevada, and legally described as set forth on **Exhibit "A"** hereto.

The Premises also include thirty (30) acre feet of water rights appurtenant to the land described in Exhibit "A", legally described as set forth on **Exhibit "B"** hereto.

The Premises may be enlarged in accordance with, and this paragraph is expressly made subject to, paragraphs 4 and 5 concerning Lessee's option to lease or lease and purchase additional land legally described as set forth on **Exhibit "C"** or any part thereof that is contiguous to the land described as set forth on Exhibit "A". Once enlarged, Lessee cannot reduce the size of the Premises.

2. **USE OF PREMISES.** The Premises shall be used for the operation of greenhouses for the production of fruits and vegetables (the "Permitted Use"). Lessee shall continuously operate the entire Premises for the duration of the Term.

3. **TERM.** The term of this Lease (the "Term") is for fifty (50) years, commencing immediately as of the date first set forth above.

Should Lessee elect to exercise its rights under paragraph 5 and lease additional land, the Term for the lease for the additional land is the same as the Term for the Premises leased upon execution of this Lease for the Premises. The exercise of the option in paragraph 5 shall not operate to extend the Term of the Lease.

Should Lessee fail to commence and/or complete construction according to the timetable in paragraph 5, this Lease may be terminated, including but not limited to the options set forth in paragraphs 4 and 5, at the sole discretion of Lessor. Notwithstanding the foregoing, Lessee may continue to lease that portion of the Premises upon which it completed construction.

4. **OPTION TO PURCHASE.**

(a) Option Granted. So long as Lessee is not in default under any provision of this Lease, Lessor/Seller hereby grants to Lessee/Purchaser an option (the "Purchase Option"), exercisable by Lessee, in Lessee's sole and absolute discretion, to purchase the Premises at anytime during the Term of this Lease, provided Lessor is able to convey clear and marketable title. Lessor/Seller shall use its best effort to convey clear title. The Purchase Option Price includes all land and improvements on the Premises, water rights appurtenant to the Premises, and other appurtenances, fixtures and equipment, at the time of Closing.

(b) Premises May be Enlarged by Option to Lease. If Lessee elects to exercise the Lease Option pursuant to paragraph 5, the Purchase Option shall extend to those lands and water rights leased by Lessee pursuant to the Lease Option.

(c) Notice of Exercise. In order to exercise the Purchase Option, Lessee shall give written notice to Lessor/Seller of Lessee's election to exercise the Option (the "Notice") by January 1, 2021.

(d) Option Price. Except for the four (4) acres described in subsection (e) below, the price to be paid by Lessee/Purchaser to acquire the Premises set forth on **Exhibit "A", Exhibit "B"** and **Exhibit "C"** upon exercise of the Purchase Option ("Purchase Option Price") shall be five thousand five hundred sixty-three dollars (\$5,563) per acre for the land and four thousand five hundred dollars (\$4,500) per acre foot for the water rights.

The Purchase Option Price will be reduced by ninety percent (90%) of the rent payments made pursuant to this Lease. The reduction of the Purchase Option Price only applies to the purchase of the specific property—the phase—for which Lessee originally paid the rent.

(e) After Phase IIB is completed pursuant to paragraph 5 and if Lessee exercised its Purchase Option for Phases I through IIB, the Town will deed four (4) additional, contiguous acres to Lessee/Purchaser at no cost. The location of the four (4) acres on the Premises will be at mutually agreed upon at the time that Lessee/Purchaser notifies Lessor/Seller that it exercises its right under this subsection. The four (4) acres must be used for community facilities and the deed for the four (4) acres will be subject to a restrictive covenant pursuant to the land's intended use as a site for community facilities. The cost of building the community facilities shall be borne by Lessee/Purchaser.

(f) Closing Costs & Closing Date. Lessee/Purchaser agrees that Lessee/Purchaser shall be responsible for and shall pay all costs for a title insurance policy and survey as hereafter required.

Lessor/Seller shall deliver to Lessee/Purchaser, at Lessee/Purchaser's expense, a preliminary title report on the Premises, together with copies of all exceptions in the report. Lessee/Purchaser shall have thirty (30) days after receipt of the report to notify Lessor/Seller of Lessee/Purchaser's reasonable disapproval of any such exceptions. Failure of Lessee/Purchaser to disapprove in writing any exceptions within the aforementioned time limit shall be deemed to be an approval of the preliminary title report, including the conditions and exceptions identified therein. In the event that Lessee/Purchaser disapproves of any exemption(s) in the report, Lessor/Seller shall have until forty-five (45) days before the date of closing to eliminate any disapproved exceptions to the report. If such exceptions are not eliminated, the purchase agreement shall be null and void.

Closing shall be consummated on an agreed upon date, following satisfaction and waiver of all contingencies as contained in this paragraph 4, unless delayed by reason of Seller's failure to comply with this Lease.

(g) Conditions To Option Sales Contract. This Purchase Option is subject to Lessee/Purchaser obtaining at Lessee/Purchaser's expense, a title commitment for a current form

policy of title insurance insuring clear marketable title to the Premises, in the amount of the Purchase Option Price paid hereunder.

(h) Restrictive Covenant. This Purchase Option is subject to a restrictive covenant limiting the use of the property to the use identified in paragraph 2.

(i) Right of Entry. Lessee/Purchaser and his duly authorized consultants shall have the right to enter the Premises for purposes of investigation prior to close of escrow.

(j) Lessor/Seller's Deliveries at Closing. Lessor/Seller shall deliver to Lessee/Purchaser at closing a properly executed Grant Bargain Sale Deed, in recordable form, conveying marketable title to the Premises to Lessee/Purchaser. Lessee/Purchaser takes the Premises as is and where is.

(k) Lessee/Purchaser's Deliveries at Closing. Lessee/Purchaser shall deliver to Lessor/Seller at Closing:

(1) Such certificates, powers of attorney, resolutions and evidences of qualification as may be reasonably requested by title company to evidence that Lessee/Purchaser has the necessary power and authority to purchase the Premises.

(2) Lessee/Purchaser's closing statement as prepared by title company.

(3) Purchase Option Price, in certified funds, adjusted pursuant to the closing statement.

(l) Assignability. This Purchase Option is fully assignable by Lessee/Purchaser only with the written permission by Lessor/Seller to said assignment but Lessee/Purchaser shall remain liable for its performance. Said permission shall not be unreasonably withheld.

(m) Representations. As of the Closing Date, Seller shall make the following representations and warranties:

(1) As of the date first written above and to the best of Lessor/Seller's knowledge, there are no, nor has Lessor/Seller received by notice of violations of or deficiencies from the Environmental Protection Agency (or any similar state or local agency) applicable to the Premises.

(2) As of the date first written above and to the best of Lessor/Seller's knowledge, there is no current or threatened action, suit or proceeding pending against the Premises, or any portion thereof, or arising out of the condition, use or operation of the Premises, in any court or before any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality which affects the Premises or will prevent Lessor/Seller's performance of this Option. Should any liens or encumbrance of any type or nature, other than those caused by or under Lessee/Purchaser arise between the date of Lessee/Purchaser's approval of title to the Premises and date

of closing, then, in that event, Lessor/Seller does agree to cause the same to be either discharged of record by closing.

(n) Defaults and Remedies. In addition to any rights and remedies set forth in paragraph 18 of this Lease, in the event either party breaches any of the covenants, terms or conditions of this Purchase Option then they shall be entitled to seek any and all remedies available at law or in equity then available to them including, but not limited to specific performance of this Purchase Option.

5. OPTION TO LEASE & PURCHASE ADDITIONAL LAND.

(a) Option Granted. So long as Lessee is not in default under any provision of this Lease, Lessor hereby grants to Lessee an option (the "Lease Option"), exercisable by Lessee, in Lessee's sole and absolute discretion, to lease the land and water rights appurtenant thereto described in Exhibit "C" or any part thereof that is contiguous to the land described as set forth on Exhibit "A". Should Lessee elect to exercise its option for part, but not the whole, of the land set forth in Exhibit "C", Lessee must lease the property in one acre and one acre foot increments and locate the chosen land so as not to encircle the remainder of the land described in Exhibit "C" or interfere with immediate street access thereto. Should Lessee exercise its option, Lessee may purchase the additionally-leased land and water rights pursuant to paragraph 4.

(b) Subsequent Phases. Lessee may exercise its Lease Option in phases.

(c) Time, Construction & Activity Constraints.

(i) In no case shall Lessee have the right to exercise the Lease Option after July 1, 2021.

Deleted: January

(ii) Lessee must commence construction of the greenhouse system, complete construction, and begin operations and employment according to the following schedule:

(1) Phase IA. Construction must commence on or before December 1, 2011. Phase IA is the greenhouse system on the Premises defined in Exhibit "A." Lessee must complete construction and begin operations by June 1, 2012. At completion of construction and thereafter, Lessee must continuously employ at least twelve (12) full-time employees for the greenhouse unit(s) on this phase.

Deleted: June

Deleted: December

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(2) Phase IB. Construction must commence on or before July 1, 2012. Phase IB must include at least four (4) but no more than seven (7) additional acres that are contiguous to the land in Phase I for the construction of an additional greenhouse system. Lessee must complete construction and begin operations by June 1, 2013. At completion of construction and thereafter, Lessee must continuously employ at least twelve (12) full-time employees for the greenhouse unit(s) on this phase.

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Deleted: December

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- (3) Phase IIA. Construction must commence on or before ~~December 1, 2013~~. Phase IIA must include at least four (4) but no more than seven (7) additional acres that are contiguous to the land in any previous phase for the construction of an additional greenhouse system. Lessee must complete construction and begin operations by ~~January 1, 2014~~. At completion of construction and thereafter, Lessee must continuously employ at least twelve (12) full-time employees for the greenhouse unit(s) on this phase.
 - ~~Deleted: June~~
 - ~~Deleted: July~~
 - ~~Deleted: 2013~~

- (4) Phase IIB. Construction must commence on or before ~~March 1, 2014~~. Phase IIB must include at least five (5) but no more than eight (8) additional acres that are contiguous to the land in any previous phase for the construction of an additional greenhouse system. Lessee must complete construction and begin operations by ~~April 1, 2015~~. At completion of construction and thereafter, Lessee must continuously employ at least fifteen (15) full-time employees for the greenhouse unit(s) on this phase.
 - ~~Deleted: September~~
 - ~~Deleted: 2013~~
 - ~~Deleted: October~~
 - ~~Deleted: 2014~~

- (5) Phase IIIA. Construction must commence on or before ~~June 1, 2017~~. Phase IIIA must include at least four (4) but no more than seven (7) additional acres that are contiguous to the land in any previous phase for the construction of an additional greenhouse system. Lessee must complete construction and begin operations by ~~June 1, 2018~~. At completion of construction and thereafter, Lessee must continuously employ at least twelve (12) full-time employees for the greenhouse unit(s) on this phase.
 - ~~Deleted: December~~
 - ~~Deleted: 2016~~
 - ~~Deleted: December~~
 - ~~Deleted: 2017~~

- (6) Phase IIIB. Construction must commence on or before ~~May 1, 2019~~. Phase IIIB must include at least five (5) but no more than eight (8) additional acres that are contiguous to the land in any previous phase for the construction of an additional greenhouse system. Lessee must complete construction and begin operations by ~~September 1, 2019~~. At completion of construction and thereafter, Lessee must continuously employ at least thirty (30) full-time employees for the greenhouse unit(s) on this phase.
 - ~~Deleted: November~~
 - ~~Deleted: 2018~~
 - ~~Deleted: March~~

- (7) Phase IV. Construction must commence on or before ~~July 1, 2021~~. Phase IV must include the remainder of the real property identified on Exhibit "C" for the construction of an additional greenhouse system. Lessee must complete construction and begin operations by ~~January 1, 2022~~. At completion of construction and thereafter, Lessee must continuously employ at least thirty (30) full-time employees for the greenhouse unit(s) on this phase.
 - ~~Deleted: January~~
 - ~~Deleted: July~~
 - ~~Deleted: 2021~~

(d) Exercise Subject to Lease Agreement. By exercising this Lease Option, Lessee agrees that the Lease's provisions govern all of the Premises, including the additional land leased pursuant to this paragraph.

6. **RENT PAYMENTS.** Lessee shall pay to Lessor monthly installments of thirty-seven dollars (\$37) per acre for the land and thirty dollars (\$30) per acre foot for the water rights as rent for the Premises described in Exhibit "A", Exhibit "B" and Exhibit "C". Rent is due and payable in advance without notice or demand at Lessor's address or at any other place Lessor designates in writing. The first monthly rent installment shall be paid on July 1, 2011, and all subsequent monthly rent installments shall be due and payable on the 1st day of each succeeding month during the Term. Beginning on January 1, 2021, and then every five years thereafter, the rent payments shall be adjusted according to the Consumer Price Index of the United States Department of Labor, Bureau of Labor Statistics, using the average Consumer Price Index for a given calendar year, but the adjustment may not exceed ten and forty-one hundredths percent (10.41%), which limits the increase to two percent (2%) per year for five (5) years compounded annually.

7. **PROPERTY INSURANCE.** Lessee shall keep any improvement which Lessee constructs on the Premises insured at its expense with property insurance in the full replacement cost thereof with the customary coverages and not less than the coverages required by Lessee's lenders, if any.

8. **INDEMNITY AND LIABILITY INSURANCE.** Lessee shall at all times indemnify, defend and hold Lessor harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Premises or to the Premises resulting from any negligent or intentionally wrongful act or omission by or through Lessee, its agents, employees, invitees or any person on the Premises by reason of Lessee's use or occupancy or resulting from Lessee's non-use or possession of said property and any and all loss, cost, liability or expense resulting therefrom. Lessee shall maintain, at all times during the Term, comprehensive general liability insurance in a responsible insurance company, licensed to do business in Nevada and satisfactory to Lessor, properly protecting and indemnifying Lessor with single-limit coverage of not less than one million dollars (\$1,000,000) for injury to or death of persons and for property damage, adjusted every ten years based upon the Consumer Price Index of the United States Department of Labor, Bureau of Labor Statistics, using the average Consumer Price Index for a given calendar year. Upon request, Lessee shall furnish Lessor with a certificate or certificates of insurance, in a form acceptable to Lessor, covering such insurance so maintained by Lessee and naming Lessor as an additional insured.

9. **ASSIGNMENT.** This Lease is fully assignable by Lessee only with the written permission by Lessor/Seller to said assignment after a reasonable amount of time for Lessor to conduct due diligence on the assignee. Said permission shall not be unreasonably withheld.

10. **CONDITION OF PREMISES.** Lessee acknowledges that it has inspected the Premises and except as may be provided otherwise in this Lease, Lessee accepts the Premises in its present condition. Currently there are no buildings or improvements on the Premises (or if there are any, Lessor hereby consents to Lessee's removal thereof). It is Lessee's intent to construct buildings and improvements on the Premises for commercial purposes. At the end of the Term, except for damage caused by fire or other perils, Lessee, at its expense, shall, at Lessor's option, either: (a) surrender the Premises in the same or similar condition as existed at the time the Premises were accepted and possession taken by Lessee, and have removed all of

Lessee's property (including buildings and improvements placed on the Premises by Lessee), from the Premises; or (b) have removed from the Premises all of Lessee's personal property and have repaired any damage to the Premises, buildings and improvements caused by the removal of Lessee's personal property and leave the Premises, buildings and improvements, free of trash and debris.

11. **CONSTRUCTION, AND ALL MAINTENANCE AND REPAIR BY LESSEE.** At Lessee's sole cost and expense during the Term, Lessee may remove any buildings and improvements existing on the Premises at the date hereof and may construct any new buildings and improvements on the Premises. Furthermore, Lessee shall maintain and keep in good order, repair and condition the Premises and all buildings and improvements hereafter constructed thereon. Lessee shall police and keep the driveways, approaches, sidewalks, parking areas, and adjacent alleys that are a part of the Premises clean, orderly, sightly, and unobstructed.

12. **LESSOR'S RIGHT OF ENTRY.** Lessor or Lessor's agent may enter at reasonable hours to inspect the Premises and to do anything Lessor may be required to do hereunder or which Lessor may deem necessary for the good of the Premises. Lessee or Lessee's agent may accompany Lessor or Lessor's agent on the Premises.

13. **IMPROVEMENTS, UTILITIES AND SERVICES.** Lessee shall be responsible for making all necessary improvements to the Premises, including but not limited to those improvements necessary for on-site utilities and access, and shall furnish and pay for all electricity, gas, water, fuel, trash removal, and any services or utilities used in or assessed against the Premises.

14. **LEGAL REQUIREMENTS.** Lessee agrees to comply with all Laws during the Term.

15. **TAXES, ZONING & NECESSARY IMPROVEMENTS.** Lessee is responsible for paying all taxes related to the Lease; Lessor makes no representations about the taxing scheme applied to the Premises by Nye County. Lessee is responsible for zoning issues related its intended use of the Premises; Lessor makes no representations about the zoning of the Premises. Lessee is responsible for making any necessary improvements to the Premises for its intended use, including on-site and off-site improvements and improvements necessary to obtain access.

16. **EMINENT DOMAIN.** Should all of the Premises be taken under the power of eminent domain or a conveyance in lieu thereof by any authority having the right of condemnation, or if a portion thereof is taken so that the Premises are unsuitable, in Lessee's reasonable opinion, for Lessee's use, then the parties shall be entitled to their respective interests in the land from the proceeds of the condemnation award made to Lessor for taking of the land.

17. **WAIVER OF SUBROGATION.** As part of the consideration for this Lease, each of the parties hereby releases the other party from all liability for damage due to any act or neglect of the other party occasioned to property owned by said parties which is or might be incident to or the result of a fire or other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein

contained shall not apply to any loss or damage occasioned by intentional acts of either of the parties, and the parties further covenant that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

18. **DEFAULT AND REMEDIES.** If: (a) Lessee fails to comply with any term, provision, condition or covenant of this Lease for over ten (10) days following Lessor's written notice to Lessee thereof, except for failure to pay rent in which case no notice is required; (b) Lessee abandons, deserts or vacates the Premises; (c) any petition is filed by or against Lessee under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; (d) Lessee becomes insolvent or makes a transfer in fraud of creditors; (e) Lessee makes an assignment for benefit of creditors; or (f) a receiver is appointed for Lessee or any of the assets of Lessee, then in any of such events, Lessee shall be in default and Lessor shall have the option to do any one or more of the following: upon ten (10) days prior written notice, except for failure to pay rent in which case no notice is required and in addition to and not in limitation of any other remedy permitted by law, to peacefully and lawfully enter upon the Premises either with or without process of law, and to expel, remove and put out Lessee or any other persons thereon, together with all personal property; and, Lessor may terminate this Lease or it may from time to time, without terminating this Lease, rent said Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change said Premises. At the option of Lessor, rents received by Lessor from such reletting shall be applied first to the payment of any indebtedness from Lessee to Lessor other than rent and additional rent due hereunder; second, to payment of any costs and expenses of such reletting, including, but not limited, attorney's fees, advertising fees and brokerage fees, and to the payment of any repairs, renovation, remodeling, redecorations, alterations and changes in the Premises; third, to the payment of rent and additional rent due and payable hereunder and interest thereon; and, if after applying said rentals there is any deficiency in the rent and additional rent and interest to be paid by Lessee under this Lease, Lessee shall pay any such deficiency to Lessor and such deficiency shall be calculated and collected by Lessor monthly. No such re-entry or taking possession of said Premises shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention is given to Lessee. Notwithstanding any such reletting without termination, Lessor may at any time terminate this Lease by reason of any default, in addition to any other remedy it may have, it may recover from Lessee the worth at the time of such termination of the excess of the amount of rent and additional rent reserved in this Lease for the balance of the Term over the then reasonable rental value of the Premises for the same period. Either Lessor or Lessee shall have the right and remedy to seek redress in the courts at any time to correct or remedy any default of the other party by injunction or otherwise, without such resulting or being deemed a termination of this Lease. If either party shall bring any action under this Lease, for the enforcement of any of its rights, then the losing party agrees in each and any such case to pay the prevailing party's reasonable attorney's fees.

19. **WATER RIGHTS.** Lessor makes no representations that the water rights appurtenant to the Premises and described in the exhibits to the Lease are either sufficient or

suitable for Lessee's intended use, but Lessor will actively participate in any proceeding before the State Engineer to assist in any necessary filings or proceedings if required.

20. **METERED WATER USE.** The water rights described in Exhibit "B" shall be delivered to Lessee from Lessor's existing well on Lessor's adjacent property. At Lessor's sole discretion, the water may be provided on a metered basis for purposes of determining the amount of water used by Lessee. Should Lessee use water in excess of its leased amount, Lessee shall be responsible to Lessor on January 1 and July 1 of each year for additional rent on a pro rata basis at the rate as set forth in paragraph 6. If Lessor provides water on a metered basis and Lessee uses less than its leased amount, Lessee shall be entitled to a pro rata reduction on January 1 and July 1 of each year at the rate as set forth in paragraph 6. Changes for water use will commence upon obtaining a certificate of occupancy for the first greenhouse.

21. **WAIVER.** The rights and remedies of the parties under this Lease, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by either party of any breach or default of the other shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.

22. **TOXIC OR HAZARDOUS MATERIALS.** Lessee shall not store, use or dispose of any toxic or hazardous materials in, on or about the Premises, except in compliance with applicable laws. Lessee shall be solely responsible for and shall defend, indemnify and hold Lessor, its agents and employees, harmless from and against all claims, costs and liabilities, including attorney's fees and costs, arising out of or in connection with the Lessee's storage, use or disposal of any toxic or hazardous material in, on or about the Premises including, but not limited to, removal, clean-up and restoration work and materials necessary to return the Premises, and any other property of whatever nature located on the Premises, to their condition existing prior to the date hereof. Lessee's obligations under this paragraph shall survive the termination of this Lease. If Lessee fails to comply with this paragraph, Lessee shall be in immediate default and Lessor shall have the option, without notice and without delay, to exercise its available remedies.

23. **REAL ESTATE COMMISSION.** Lessor and Lessee covenant and agree with one another that no brokers, finders or other persons were involved in procuring this Lease. Each party hereby indemnifies the other party from and against any claims for a broker's or finder's fee by, through or under such party.

24. **NOTICES.** Any notice hereunder shall be sufficient if sent by certified mail, addressed to Lessee at the Premises, and to Lessor where rent is payable, or as either party may otherwise designate in writing to the other party.

25. **SUBORDINATION.** This Lease shall be subordinate and inferior at all times to the lien of any mortgage and to the lien of any deed of trust or other method of financing or refinancing now or hereafter existing against all or a part of the real property upon which the premises are located, and to all renewals, modifications, replacements, consolidations and extensions thereof. Upon receipt of a reasonable non-disturbance agreement from such lender acceptable in form to Lessee, Lessee shall execute and deliver all documents requested by any

mortgagee or security holder to effect such subordination. In the event of a sale or assignment of this Lease, or of Lessor's interest in the Premises, or the building in which the Premises are a part are transferred to any other person because of a mortgage foreclosure, exercise of a power of sale under a mortgage or otherwise, Lessee shall attorn to the purchaser or such mortgagee or other person and recognize the same as Lessor hereunder.

26. **SUCCESSORS.** The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto.

27. **WATER LILLY RANCH IS A LIMITED-LIABILITY COMPANY IN GOOD STANDING.** Lessee represents and warrants that now and for the entire Term, Water Lilly Ranch is a limited-liability company duly formed, validly existing and in good standing under the laws of the State of Nevada, its jurisdiction of formation and organization and the only jurisdiction in which the nature of its business or character of its properties require such qualification.

Deleted: GROWPONICS NEVADA, LLC

Deleted: Growponics Nevada, LLC

28. **QUIET POSSESSION.** Lessor agrees, so long as Lessee fully complies with all of the terms, covenants and conditions herein contained on Lessee's part to be kept and performed, Lessee shall and may peaceably and quietly have, hold and enjoy the Premises for the Term aforesaid, it being expressly understood and agreed that the aforesaid covenant of quiet enjoyment shall be binding upon Lessor, its heirs, successors or assigns, but only during such party's ownership of the Premises. Lessor and Lessee further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.

Title in the leasehold is subject to all exceptions, easements, and rights of way that exist as of the date first set forth above.

29. **BANKRUPTCY.** Neither this Lease nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors by operation of law or otherwise during the Term or any renewal thereof.

30. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties, and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by Lessor and Lessee after the date hereof. If there be more than one Lessee named herein, the provisions of this Lease shall be applicable to and binding upon such Lessees, jointly and severally.

31. **ESTOPPEL CERTIFICATES.** Either Lessor or Lessee shall at any time upon not less than ten (10) days' prior written notice from the other, execute, acknowledge and deliver to the requesting party or to any lender of such party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified stating the nature of such modification) and the date to which the rent and other charges are paid in advance, if any, and acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of either party or specifying such defaults if any are claimed. Any such statement may be

conclusively relied upon by any prospective encumbrancer of the Premises or of the business of Lessee.

(a) IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names. Executed in _____ originals.

LESSOR:

LESSEE:

TOWN OF PAHRUMP

WATER LILLY RANCH

Deleted: GROWPONICS NEVADA, LLC

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

STATE OF NEVADA)
) ss.
COUNTY OF NYE)

This instrument was acknowledged before me on _____,
2010, by _____ as _____,
TOWN OF PAHRUMP, an unincorporated town.

Notary Public

STATE OF NEVADA)
) ss
COUNTY OF NYE)

This instrument was acknowledged before me on _____,
2010, by _____, as _____,
GROWPONICS NEVADA, a limited liability corporation.

Notary Public

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED <u>4/11/2011</u>	DATE OF DESIRED BOARD MEETING <u>4/26/2011</u>
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Discussion and Possible Decision to Approve Staff expending funds to purchase a new or used vehicle for the Town's Administration not to exceed \$30,000.00.

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

BRIEF SUMMARY OF ITEM:
Mr. Kulkin will be speaking on this issue. The \$30,000.00 is budgeted in Ad Valorem Capital Fund.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Mr. Kulkin, Town Board Member

SPONSORED BY:

Mr. Kulkin, Town Board Member
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED DATE OF DESIRED BOARD MEETING
4/11/2011 4/26/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

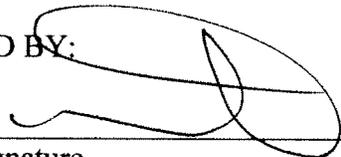
ITEM REQUESTED FOR CONSIDERATION:
Discussion and Possible Decision to Approve Changing the word "Towards" in the Town's Motto to "Toward" and/or Changing the Entire Town Motto and Town Seal.

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:
Dr. Waters will be speaking on this issue.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(s) OF ITEM: Dr. Waters, Town Board Member

SPONSORED BY: 

Signature

Dr. Waters, Town Board Member
Print Name

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED DATE OF DESIRED BOARD MEETING
4/11/2011 4/26/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision to Approve Funding for the Town's share of the Joint Town-County Fiber Optic Cable Project in an amount not to exceed \$7,500.00 budgeted and payable from the General Fund.

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 memo from Mr. Kohbarger and Mr. Luis along with attachments.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Mr. Luis, Building & Grounds Mgr.

SPONSORED BY:

William A. Kohbarger, Town Manager

Print Name


Signature

400 N. Hwy 160

Mailing Address

(775) 727-5107 ext. 305

Telephone Number

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 04-26-2011

TO: Town Board

FROM: William Kohbarger, Town Manager
Matt Luis, Buildings & Grounds Manager

DATE: April 19, 2011

RE: Discussion and possible decision to approve funding for the Town's share of the Joint Town-County Fiber Optic Cable Project in an amount not to exceed \$7,500 budgeted and payable from the General Fund.

1.) Background

While in the construction phase for the new Nye County Maintenance & Facilities Office off Boothill and Hwy 160, Nye County extended an invitation to locate our own fiber optic cable in their trench. This will allow us to connect the Fire Station, Town, and Buildings & Ground Offices via a fiber cable instead of the current external wifi antennas.

Our costs are substantially reduced and it will provide better reliability and security for billing and credit card transactions; email; and connectivity to the new County financial software system.

Nye County has completed a bid process and awarded two contracts to complete the trenching and installation of the conduit and fiber optic cable in the amount of \$49,560. The Town's portion will only be \$7,106.

2.) Fiscal Impact

There currently are sufficient funds available and budgeted in the General Fund Buildings & Grounds Capital Outlay budget to make the payments per Nye County RFP # 2011-04/PWP # NY-2010-409(D) attached in an amount not to exceed \$7,500.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager recommends that the Town Board *move to approve the Joint Town-County Fiber Optic Cable Project in an amount not to exceed \$7,500 payable from the General Fund Buildings & Grounds Capital Outlay budget, per the attached materials.*

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

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 04-26-2011

(ATTACHMENT A – NYE COUNTY BID MATERIALS)

Bid Summary

Bid #2011-04/PWP #NY-2010-409(D)

Buildings and Grounds Fiber Optic Cable

Contractor	Trenching	Nye County Cabling	Town of Pahrump Cabling	Bonding	Nye County Total
Teledata Contractors, Inc	No Bid	\$ 19,904.00	\$ 10,463.00		
Pelican Systems Group Inc	No Bid	\$ 13,456.00	\$ 7,106.00	\$ 875.00	\$ 14,331.00
Ron Murphy Construction	\$ 63,300.00	No Bid	No Bid		
Morales Construction	\$ 29,999.00	No Bid	No Bid	\$ 1,229.96	\$ 31,228.96



April 19, 2011

NYE COUNTY

*****NOTIFICATION OF INTENT TO AWARD*****

**RFP/Bid # 2011-04/PWP #NY-2010-409(D)
Provision and Installation of Buildings and Ground Fiber Optic Cable
"Cabling"**

The Nye County Board of Commissioners has determined that the following Bidder is the lowest responsive and responsible Bidder for RFP/Bid # 2011-04/PWP #NY-2010-409(D), for the cabling for the Nye County portion of the project as more fully set forth in Part IV, Technical Specifications, Scope of Work, Section B, Part II Cabling – First Quote – Nye County – Description and Scope:

**Bidder: Pelican Systems Group, Inc.
3540 W. Sahara #281
Las Vegas, NV 89102**

Bid Amount: \$14,331.00

Any protests must be submitted in writing to the Purchasing Contracts Administrator within five (5) business days of the issuance of this Notification of Intent to Award as provided in the Instruction to Bidders.

Gary Hollis, Chairman
Nye County Board of Commissioners

Date



April 19, 2011

NYE COUNTY

*****NOTIFICATION OF INTENT TO AWARD*****

**RFP/Bid # 2011-04/PWP #NY-2010-409(D)
Provision and Installation of Buildings and Ground Fiber Optic Cable
"Trenching"**

The Nye County Board of Commissioners has determined that the following Bidder is the lowest responsive and responsible Bidder for RFP/Bid # 2011-04/PWP #NY-2010-409(D), for the trenching portion of the project as more fully set forth in Part IV, Technical Specifications, Scope of Work, Section A, Trenching – Description and Scope:

**Bidder: Morales Construction, Inc.
2941 Loreli Street
Pahrump, NV 89048**

Bid Amount: \$31,228.96

Any protests must be submitted in writing to the Purchasing Contracts Administrator within five (5) business days of the issuance of this Notification of Intent to Award as provided in the Instruction to Bidders.

Gary Hollis, Chairman
Nye County Board of Commissioners

Date

300 North Hwy 160, Nye County
 Road Department Office
 (one Fiber Termination Box)

871 East Boat Hill Road, Nye County Building and
 Grounds Office. (one 48 port CAT8 patch panel,
 one Fiber Termination box, fourteen CAT8 2 port
 data jacks)

871 East Boat Hill Rd, Nye
 County Light Equipment Services
 (three 2 port CAT8 data jacks)

871 East Boat Hill Road, Big G Shop
 (four 2 port CAT8 data jacks)

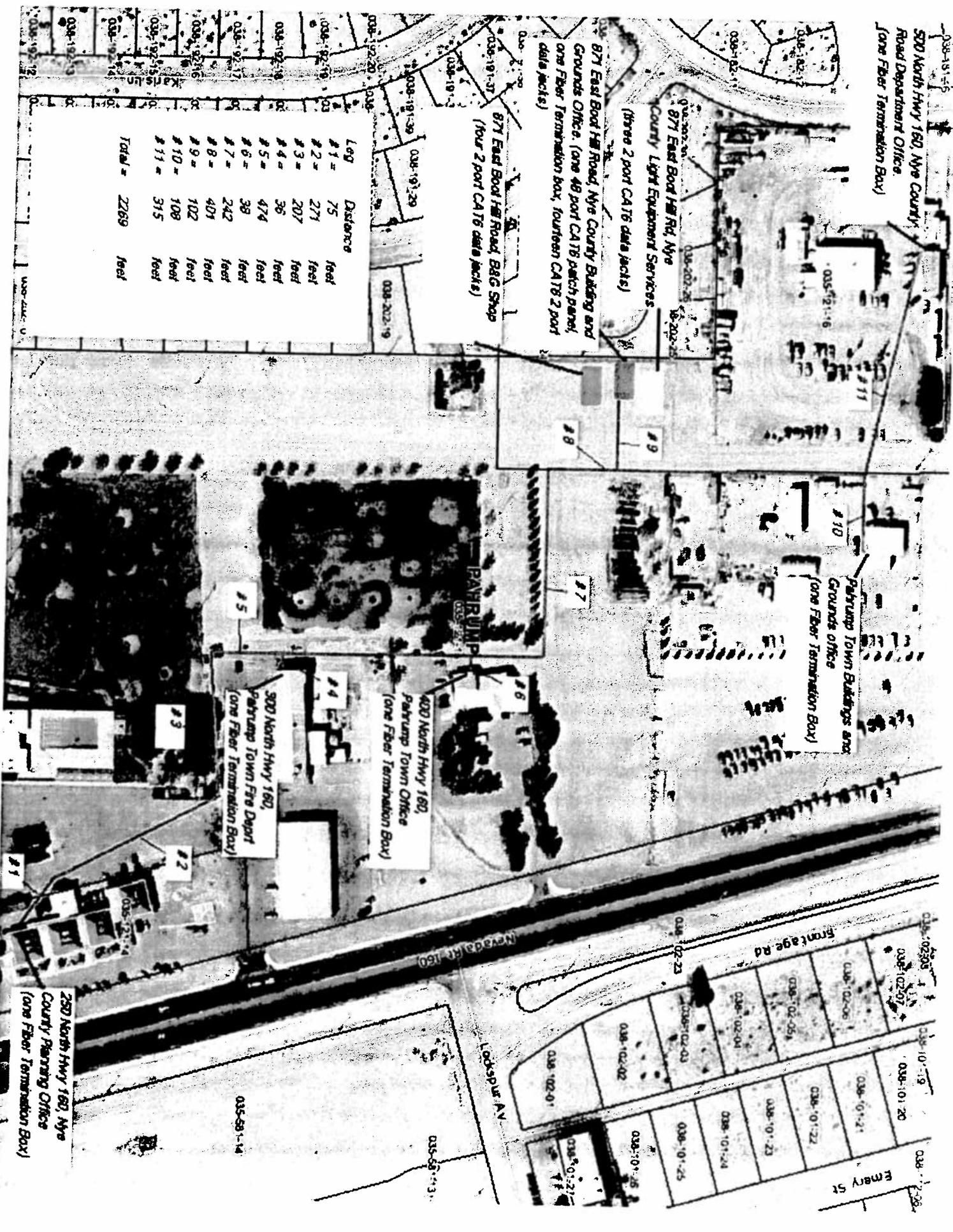
Patrump Town Buildings and
 Grounds Office
 (one Fiber Termination Box)

400 North Hwy 160,
 Patrump Town Office
 (one Fiber Termination Box)

300 North Hwy 160,
 Patrump Town Fire Dept
 (one Fiber Termination Box)

250 North Hwy 160, Nye
 County Planning Office
 (one Fiber Termination Box)

Leg	Distance	feet
#1 =	75	feet
#2 =	271	feet
#3 =	207	feet
#4 =	36	feet
#5 =	474	feet
#6 =	38	feet
#7 =	242	feet
#8 =	401	feet
#9 =	102	feet
#10 =	108	feet
#11 =	315	feet
Total =	2269	feet



AGENDA ITEM REQUEST

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

DATE AGENDA ITEM SUBMITTED DATE OF DESIRED BOARD MEETING
4/11/2011 4/26/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Approval to accept Town Board minutes for March 08, 2011.

Consent Agenda Item

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

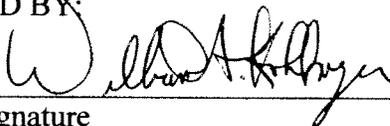
BRIEF SUMMARY OF ITEM:
See attached minutes.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Town Board

SPONSORED BY:

William A. Kohbarger
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext.
Telephone Number

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

MARCH 08, 2011

MINUTES

PRESENT:

Town Board:

Mike Darby
Vicky Parker
Carolene Endersby
Harley Kulkin
Tom Waters

Staff:

Bill Kohbarger, Town Manager
Seaton J. Curran, Attorney
Matt Luis, Building & Grounds Manager
Al Balloqui, Community Business Economic Development
Michael Sullivan, Finance Director
Scott Lewis, Fire Chief

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

Mike Darby called the meeting to order. Dr. Tom Waters lead in a moment of silence and the Pledge of Allegiance.

2. Discussion and Possible Decision regarding Moving the Order of or Deleting an Agenda Item(s).

Vicky Parker motioned to delete the February 8th minutes from the consent agenda. Harley Kulkin seconded.

Motion passed, 5-0.

Carolene Endersby moved to pull item 16c from the consent agenda to the regular agenda as item 5a, and to hear items 11 and 12 before 9 and 10. Mr. Kulkin seconded.

Motion carried, 5-0.

3. Announcements

Announcements were heard.

4. 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).

Public comment was heard.

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

Mr. Kulkin announced the need for additional advisory board members, stating that no decisions were made at the last Public Lands meeting due to a lack of quorum. Mr. Kohbarger stated that he just received the following Advisory Boards applications: two (2) for Public Lands, two (2) for Incorporation and one (1) for the Youth Advisory Board.

George Sausman announced Earth Day and Town Clean Up Day.

Mrs. Endersby recognized Dr. Waters for his volunteer work and awarded exiting Advisory Board volunteers with Certificates of Appreciation.

5a. Approval to accept Ms. Megan Hamrick to the Pahrump Youth Advisory Board.
(Formerly Consent Agenda item 16c)

Mrs. Endersby expressed appreciation to Meagan Hamrick for applying to sit on the Youth Advisory Board and for recruiting others to apply.

Mrs. Endersby made a motion to accept Megan Hamrick as a charter member of the Youth Advisory Board. Mr. Kulkin seconded.

Motion carried, 5-0.

6. Town of Pahrump Economic Development Report.

Dr. Waters asked for a complete briefing on item one prior to the Town Board meeting on March 22nd.

Mr. Kulkin asked that Mr. Kohbarger set up a meeting for the Town Board with Mr. Kashani.

Mrs. Endersby commended staff's diligence for working to improve business licensing numbers.

Mr. Darby asked about the History Channel item, to which Mr. Kohbarger said he would notify him of the date via email.

Public comment was heard.

7. Presentation by Ms. Loretta Lindell, Pahrump Arts Council on the Keeper of Wheeler Well Project.

Prior to the presentation, Mr. Kohbarger mentioned that each board member received a copy of the book *Keeper of the Wheeler Well*.

Ms. Lindell gave a presentation on the project. Dr. Waters applauded the Pahrump Arts Council on their accomplishments and expressed his ongoing support.

8. Discussion on Inviting the Public to Submit e-mail addresses to the Town Board and Town Staff to Create an Agenda/Backup Distribution List.

Mrs. Parker stated that she put this item on the agenda because of the time and expense involved in printing backup prior to every meeting. She offered that anyone interested could receive their backup at the same time as the Town Board via email.

9. Discussion and Possible Decision to Amend Paragraph 14 of the Job Description of the Town Manager to Add the Following Sentences: To save the Town money, the Town Manager's authority to determine appropriate staffing levels includes the authority to leave Town Board-funded positions permanently vacant and to set policies determining staffing levels in circumstances where Town employees are temporarily absent from their assigned shifts. By determining how many positions to fund in the Town's budget, the Town Board is not deeming that a certain staffing level is appropriate. Unless there is express Town Board action or a legal requirement to the contrary, it is within the Town Manager's discretion to determine the appropriate staffing level for all Town functions.

Mrs. Parker stated that the Town Manager adjusted downward the minimum staffing levels to cut back on overtime. She said the union grieved the decision and the Town lost, in part because the Town Manager did not have express authority to determine staffing levels after they had been approved in the budget. She said this amendment would provide that authority since he was in the best position to decide staffing levels, subject to legal requirements and Town Board oversight.

Dr. Waters stated that Mr. Kohbarger saved the Town around \$170,000 by leaving one slot open.

Mr. Kulkin motioned to approve. Mrs. Parker seconded.

Public comment was heard.

Dr. Waters said that setting policy is the sole authority of the Town Board, so the job description should read that the Town Manager will 'implement' the Board's policy rather than 'set' policy.

Mr. Kulkin withdrew his motion. Mrs. Parker withdrew her second.

Mr. Kulkin moved to change the words "set" to "implement" in the fourth line down, and add a sentence at the end, saying that the Town Manager will inform the Board of all personnel decisions. Mrs. Parker seconded.

Public comment was heard.

Chairman Darby restated the motion as, "Move to amend paragraph 14 of the Town Manager's job description to add the following sentences: To save the Town money, the Town Manager has the authority to determine all staffing levels, including authority to leave current Town Board funded positions vacant and to implement policies determining staffing levels in circumstances where Town employees are temporarily absent from assigned shifts. By determining how many positions to fund in the Town budget, the Town Board is not

deeming that a certain staffing level is appropriate. Notwithstanding Town Board action or legal requirement, it is within the Town Manager's discretion to determine appropriate staffing levels for all Town functions. The Town Manager will inform Town Board members of personnel decisions."

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

10. Discussion and Possible Decision on Approval of the new Town Attorney/Legal Services/Retainer Agreement which relates to Attending Town Board meetings, Reviewing Proposed Town Board agenda items and providing legal advice to the Town Board on matters relating to proposed Town Board agenda items.

Seaton Curran clarified that under this agreement, services would be provided at a flat fee regardless of hours.

After much deliberation concerning the rates, Mr. Kulkin made a motion to disapprove the proposed contract. Mrs. Endersby seconded.

Public Comment was heard.

Mr. Kohbarger clarified that when the Town advertised for legal representation as required by NRS, only two firms applied, neither of which were local. He also clarified that Armstrong-Teasdale does not represent Corrections Corporation of America (CCA), but receives copies of correspondence involving a lawsuit against the Town.

Motion carried 4-1, with Mrs. Parker voting nay.

11. Discussion and Possible Decision on Approval of the Town of Pahrump - Other Legal Services Agreement with Armstrong Teasdale, LLP that relates to advise the Town in Connection with certain matters, including but not limited to labor, and employment disputes, contract negotiations, water rights acquisitions, and intellectual property advice.

Mr. Kulkin stated that his goal is to retain quality representation but to negotiate a more affordable contract for the community. He added that none of the local firms specialized in municipal law.

Dr. Waters motioned to table this item indefinitely, and to have staff meet with the attorneys to negotiate lower attorney costs. Mrs. Parker seconded.

Mr. Kohbarger asked for Dr. Waters to amend his motion to include a Town Board member in the discussion.

Dr. Waters so amended. Mrs. Parker amended her second.

Motion carried, 5-0.

12. Discussion and Possible Decision to Amend Town Board Policy 2009 Section 7.1 to Require Town Board Members/Town Manager to Submit Proposed Agenda Items to the Town Attorney for Review No Later than 10 Working Days Prior to the Meeting.

Dr. Waters said he would like the attorney to review all items prior to their being placed on the agenda to ensure professionalism and legality, adding that the attorney agreed to review items at no additional charge. He stated this could be added to 7.1 or 7.2 of the Town Board policy.

Mr. Kulkin expressed concern about the cost. Dr. Waters said he would amend the agenda item to say *at no additional cost*.

Mr. Darby inquired if the base rate of hours is already exceeded generally, incurring additional costs. Mr. Kohbarger said yes, that Board matters usually exceed 30 hours a month.

Mr. Kulkin motioned to table this item until after items which were originally 9, 10, and 12 were heard. Mrs. Parker seconded.

Motion carried, 5-0.

Mr. Kulkin made a motion to amend Town Board policy 7.1, to require all agenda items be submitted ten (10) days prior to being placed on the Town Board agenda.

Dr. Waters added that he wanted the items to go through the attorney if there was no additional cost.

Mr. Kulkin amended his motion to have the Town Manager track attorney hours so as not to exceed 30 hours per month.

Chairman Darby re-stated the motion as follows: The motion is to amend the Town Board policy 2009, section 7.1 to require Town Board members/Town Manager to submit the proposed agenda items to the Town attorney no later than ten (10) working days prior to the meeting, if at no additional cost. Mrs. Parker seconded.

Motion carried, 5-0.

13. Discussion and Possible Decision to Create a Town of Pahrump Advisory Board for not more than six (06) months, with monthly updates to the Town Board, for the purpose of gathering information on relocating the northern boundary the Nye County.

Bill Garlough gave a presentation and asked the Board to select an advisory board to research the economic impact of reducing the county size and moving the County seat to Pahrump.

After much deliberation from the Board, Mr. Garlough was directed to bring the matter to the Incorporation Advisory Board for consideration.

Mrs. Parker made a motion to table the item until the next Town Board Meeting, so that Mr. Garlough could meet with the Incorporation Advisory Board and report back to the Town Board on whether the Incorporation Board wants them as a subcommittee or a separate committee. Mr. Kulkin seconded.

Public comment was heard.

Motion carried, 5-0.

14. Discussion and Possible Decision to Fund the Nuclear Waste and Environmental Advisory Board's Annual Earth-Day Festival in an amount not to Exceed \$2,000.00.

George Sausman stated that the Nuclear Waste and Environmental Advisory Board needed funding for advertisement for the April 23rd Annual Earth Day Festival. He stated that the event had support and donations from many sources, so the Advisory Board was lowering their request to \$1,300.00.

Mrs. Parker motioned to approve to fund the Nuclear Waste and Environmental Advisory Board in the amount not to exceed \$1,300.00 from the economic development room tax fund. Dr. Waters seconded.

Public comment was heard.

Motion carried, 5-0.

15. Discussion on a Plan of Action for the Town of Pahrump Business License Ordinance and Resolution.

Mr. Kohbarger stated that staff was in the process of rewriting the ordinance and creating a new Resolution which would include fees. He said that it would be presented to the business community for input before presenting to the Town Board. Mr. Kulkin stated that the goal was to make the fees more equitable, based on company size.

Mrs. Endersby said she wanted to make sure there was an opportunity for Town Board input.

16. Discussion and Possible Decision Consent agenda items:

- a. Action – Approval of Town Vouchers.*
- b. Action – Approval of Town Board Minutes for January 25, 2011 and February 08, 2011.*
- c. Action – Approval to accept Ms. Megan Hamrick to the Pahrump Youth Advisory Board. (Item b, February 8 was removed from the agenda. Item c was moved to item 5a)*

Mrs. Parker motioned to approve. Dr. Waters seconded.

Motion carried, 5-0.

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

- a. Town of Pahrump Budget Workshops – March 29th, 30th, & 31st, 2011 6:00 p.m. @ the Town Annex*

18. Town Board Member's Comments

Dr. Waters announced that anyone interested in the community garden could contact K-Nye.

Dr. Waters also said they were waiting on the attorney for the revised Town Manager contract, and that if the Board decided to advertise the position he supported the Chairman and Vice Chair making the hiring decision.

Mrs. Endersby said that Brian Kunzi would do a presentation at the next Town Board meeting, and that she would like to develop a Town of Pahrump Community Event Center Task Force. She added that the League of Women Voters would facilitate an upcoming joint conversation between the Board of County Commissioners and the Town Board.

Mr. Kulkin shared information on Senate Bill 155, giving authority to unincorporated towns of a certain size to manage Planning and Zoning. He said that he, Mrs. Parker, and Mr. Kohbarger saved money by going to the State Building in Las Vegas, but that Clark County and Commissioners Eastley and Schinhofen went to Carson City for the hearing. Mr. Kulkin stated that the Commissioners' positions were that the Town couldn't afford to operate Planning and Zoning.

Mrs. Parker said she heard Senator McGinnis would meet with Clark County to resolve issues over townships and the bill.

Each of the Board members offered their phone numbers should members of the public not be able to e-mail.

19. Town Manager's Report.

Mr. Kohbarger gave a progress report. There were no questions from the Board.

20. Adjournment

Meeting was adjourned at 11:51 PM

PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Town Youth Advisory Board (TAB) Application

Name of Board: Teen advisory Board

Applicant Name: Lennon O'Donnell

Home Address: [REDACTED] City: Pahrump Zip: 89060

Mailing Address: _____ City: _____ Zip: _____

Home Phone: [REDACTED] Unlisted? Yes ___ Fax: _____

Cell Phone: [REDACTED] Work #: _____

E-Mail Address: X [REDACTED]

Signature of Parent of Guardian for Consent: [Signature]

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

Are you currently employed by a public entity? Yes ___ No ___ If yes, which entity? _____

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

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

[Signature] _____ 4/8/11
Signature Date

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

Pahrump Town Manager
400 North Highway 160
Pahrump, Nevada 89060

PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Town Youth Advisory Board (TAB) Application

Name of Board: Teen Advisory Board

Applicant Name: Parbie O'Donney

Home Address: [REDACTED] City: Pahrump Zip: 89060

Mailing Address: _____ City: _____ Zip: _____

Home Phone: [REDACTED] Unlisted? Yes ___ Fax: _____

Cell Phone: [REDACTED] Work #: _____

E-Mail Address: [REDACTED]

Signature of Parent of Guardian for Consent: [Signature]

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

Are you currently employed by a public entity? Yes ___ No X If yes, which entity? _____

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

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

[Signature] 4/8/11
Signature Date

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

Pahrump Town Manager
400 North Highway 160
Pahrump, Nevada 89060

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED DATE OF DESIRED BOARD MEETING
3/28/2011 4/12/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Approval to accept Mr. William "Bill" Garlough, Mr. Bruce Calley, Mr. Joel McMillin, Mr. Dean Brooks, Mrs. Donna Cox, Mrs. Sandra Darby, Mr. Ted Holmes, Mrs. Laurayne Murray, Mr. Robert Smith, Mr. Gary Vavzycki, Ms. Alexander Delgado, Mr. George Demas, Mr. Tim McCall and Mr. Dan Morrow to the Pahrump Boundary Line Advisory Board.

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

BRIEF SUMMARY OF ITEM:

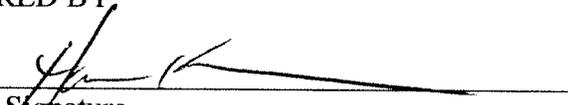
See attached applications. NOTE: All applications are being brought straight to the Town Board for approval since they are all new members of the Boundary Line AB.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Mr. Kulkin, Town Board Member

SPONSORED BY:

Mr. Kulkin, Town Board Member
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext.
Telephone Number

14d

PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Town Advisory Board (TAB) Application

Name of Board: Moave County Line

Applicant Name: William Garlough

Home Address: 3960 Parlate City Pahrump Zip 89061

Mailing Address: _____ City _____ Zip _____

Home Phone: (775) 751-0145 Unlisted? Yes ___ No Cell Phone 702-542-7204

Work Phone: (775) 727-5517 Fax: _____

E-Mail Address: garlough5663@att.net

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

Are you currently employed by a public entity? Yes ___ No If yes, which entity? _____

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

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

William Garlough
Signature

4-13-11
Date

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

Pahrump Town Manager
400 North Highway 160
Pahrump, Nevada 89060

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

ATT. Bill

PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Town Advisory Board (TAB) Application

Name of Board: Move The County Line

Applicant Name: Bruce Colley

Home Address: 5421 N. Linda City: Pahrump Zip: 89060

Mailing Address: ↑ City: " Zip: "

Home Phone: NADA Unlisted? Yes No Fax: _____

Cell #: 775 253-0911 Work #: Hardley Ever

E-Mail Address: _____

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

ABLE TO NIT-PICK THE POOP OUT OF EVERY ISSUE

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

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

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

Bruce Colley
Signature

4-8-11
Date

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

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

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

PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Town Advisory Board (TAB) Application

Name of Board: Move The County Line

Applicant Name: Joel McMillin

Home Address: 5481 N. Linda St. City: Pahrump Zip: 89060

Mailing Address: same City: _____ Zip: _____

Home Phone: 775-751-3639 Unlisted? Yes ___ No Fax: _____

Cell #: _____ Work #: 702-295-3755

E-Mail Address: memillinj@yahoo.com

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

Are you currently employed by a public entity? Yes ___ No If yes, which entity? _____

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

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

Joel McMillin
Signature

4-10-11
Date

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

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PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Town Advisory Board (TAB) Application

Name of Board: ALICE COUNTY LINK

Applicant Name: DEAN BROOKS

Home Address: 1711 N ROYAL AVE City: PAHRUMP Zip: 89060

Mailing Address: SAME City: _____ Zip: _____

Home Phone: 702-236717 Unlisted? Yes ___ No Fax: _____

Cell #: SAME Work #: SAME

E-Mail Address: Z LACAYETTE @ G MAIL .COM

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

Are you currently employed by a public entity? Yes ___ No If yes, which entity? _____

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

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

Dean Brooks 4.12.11
Signature Date

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PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Town Advisory Board (TAB) Application

Name of Board: To split the County

Applicant Name: Donna C. Cox

Home Address: _____ City: _____ Zip: _____

Mailing Address: P.O. Box 1790 #38 City: Pahrump Zip: NV.

Home Phone: (775) 209-4751 Unlisted? Yes ___ No Fax: _____

Cell #: _____ Work #: _____

E-Mail Address: COXDONNAC@MSN.COM

Please provide a brief description of your qualifications, experience, or interests that would be considered an asset to this Advisory Board: *Resident of Pahrump for over 22 yrs, on + off. Over 40 yrs. of community involvement and political back ground involving incorporation of cities and extensive research in the area of budgets, taxes, property and people. Business owner for 30 plus years. Have sat on and chaired many Committees. Enjoy working with people and want whats best for Pahrump over all.*

Are you currently employed by a public entity? Yes ___ No If yes, which entity? _____

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

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

Donna C. Cox 4/12/11
Signature Date

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PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Town Advisory Board (TAB) Application

Name of Board: Wade County Line

Applicant Name: Sandra Darby

Home Address: 331 N Leslie City Pahrump Zip 89048

Mailing Address: Same City _____ Zip _____

Home Phone: 751-1461 Unlisted? Yes No Cell Phone 702 2490289

Work Phone: Same Fax: _____

E-Mail Address: Libertylayers@live.com

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

Some college -

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

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

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

Sandra W. Darby 4-12-11
Signature _____ Date _____

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PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Town Advisory Board (TAB) Application

Name of Board: MOVE COUNTY LINE

Applicant Name: Fred Holmes

Home Address: 1021 China ST. City Pahrump Zip 89048

Mailing Address: Same As Above City — Zip —

Home Phone: 537-2136 Unlisted? Yes — No Cell Phone —

Work Phone: 202-391-1189 Fax: —

E-Mail Address: MUSEALCOP@AOL.COM

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

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

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

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


Signature 4/12/11
Date

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PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Town Advisory Board (TAB) Application

Name of Board: Boundary Line A-B.

Applicant Name: Laurayne Murray

Home Address: 6820 S. Surrey Ln. City Pahrump Zip 89048

Mailing Address: same City _____ Zip _____

Home Phone: 775-537-6526 Unlisted? Yes ___ No Cell Phone 702 682-5666

Work Phone: _____ Fax: _____

E-Mail Address: tclcm@sbcglobal.net

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

I have been an active volunteer throughout Nye County for over the last 9 years. I have broad experience and expertise in many public + private functions pertaining to Pahrump and Nye / Esmeralda Counties. I have functioned on numerous boards *

Are you currently employed by a public entity? Yes ___ No If yes, which entity? _____

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

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

L Murray
Signature

4/12/2011
Date

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* and have a strong interest in supporting the Town Board with research, data collection, and public input to help make recommendations to Board actions relating to the strength of our community.

LAURAYNE MURRAY
6820 S. Surrey Ln.
Pahrump, NV. 89048

Pahrump Town Board
400 N. Hwy 160
Pahrump, NV. 89061

April 13, 2011

RE: Application to Pahrump Boundary Line Advisory Board

Dear Board Members,

I am interested in being appointed to serve on the newly formed Pahrump Boundary Line Advisory Board.

I have been deeply involved in local organizations and boards over the past 7 years. Many of my assignments have allowed me to travel to communities throughout Nye County and gain an understanding of the varied government forms and operations, including:

- Pahrump Town Board
- EDEN, Inc.
- Board of Equalization
- Pahrump Regional Planning Commission
- N.C.P.P.D

I also worked for 2 ½ years at the Nevada Job Connect office and covered all of Nye County.

This experience, coupled with my past employment history with AT&T for 32 years, gives me a broad understanding of financial and regulatory issues.

I believe that the Pahrump Town Board, when considering major decisions that impact our community, deserve to have a thorough and non-bias review of the data needed to give proper consideration to their deliberation. I am committed to working on the required research and recommendations for this effort. I feel that it is important to not take a position (pro or con) on an action until verifiable data can be provided to substantiate the decision. As such, I begin with no committed outcome, except to make the best information available to the Town Board and the citizens to understand the benefits and consequences of a change in the county boundary line.

Thank you for your consideration,



Laurayne Murray

Laurayne C. Murray

Objective

To obtain a fast paced, challenging position that will allow me to contribute my skills and experience working to build future-focused, viable, responsible solutions for all citizens.

Qualifications

I am a highly motivated, extremely organized, and experienced professional who enjoys dealing with people. My skills, training, and experience in business and personal development have prepared me to handle a great diversity of assignments.

Education

Davenport West High School		graduate	1966
Palmer Junior College	Davenport, IA.	1 year	Liberal Arts
Lindenwood College	St. Charles, MO	1 year	Business Administration
St. Elizabeth College	Morristown, NJ	1 Semester	Business Administration
AT&T School of Business	Warren, NJ	8 years	Various Business/ Financial/ HR Courses
AIHT	Birmingham, AL	graduate	BS, MS, D.N.
Landmark Education	Warren NJ	graduate	Curriculum for Learning

Relevant Experience

- AT&T 1965 – 1997

Instructor: Conducted training for business offices throughout Iowa. Manager: Supervised Sales & Service Representatives in business office and Phone Center environments; direct reporting staff of 15 – 20 Associates. Zone Manager: Overall responsibility for 10 stores, including: hiring, training, and development of 10 Store Managers with over 100 Associates, plus advertising, merchandising, and managing operations to Profit & Loss (\$8M store sales), state wide community relations and labor relations. Area Staff Manager: Developed and delivered operating practices for over 300 stores throughout the central U.S. Responsibilities included: writing and conducting store reviews for personnel, cash handling, and security practices. Headquarter Staff Manager: Various staff assignments, including: Real Estate Manager, developing store design, selecting store locations and negotiating real estate leases for 635 stores throughout the U.S.; Labor Relations Manager, developing labor practices and participating in union negotiations; Executive Assistant to Vice President, managing activities for 635 stores including: real estate, sales, service, financials (over \$600M budget), personnel (over 6000 employees), training, inventory, merchandising, honor and recognition, event planning, and labor relations, with direct responsibility for managing \$5M incremental budget; Human Resources Manager, developing and delivering training on organizational design and effectiveness throughout the company.

Other Experience

- M-3 Learning 1995 – 1997:

Founding partner in a consulting business specializing in corporate training and development programs to maximize organizational effectiveness; team building and leadership. Personally developed and delivered seminars for various companies, including: AT&T, Federal Express, Merck Pharmaceuticals, and Reebok. I also conducted personal effectiveness coaching one-on-one with corporate officers, including President and Vice-President level Management.

- Town of Pahrump 2001 – 2010

Member of various organizations and boards, including:

Member of Pahrump Town Board	2005 – 08
Member of Pahrump Regional Planning Commission	2005 – 08
Member of Nye County Board of Equalization	2009 – 10

Charter Member Soroptimists International Pahrump Valley
 Charter Member League of Women Voters – Pahrump Valley
 Steering Committee – Nv. Center for Public Policy Dialogue

- Nevada Partners 2007 – 09

Site Supervisor / Career Counselor, Pahrump Job Connect

PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Town Advisory Board (TAB) Application

Name of Board: Moave County Line

Applicant Name: Robert E. Smith

Home Address: 1660 Jornada St City Pahrump NV 89048

Mailing Address: P.O. Box 815 City Pahrump NV 89041

Home Phone: 775-7515792 Unlisted? Yes No Cell Phone _____

Work Phone: _____ Fax: _____

E-Mail Address: _____

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

Sales, Realstate, Property owner,

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

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

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

Robert E. Smith
Signature

7-12-11
Date

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PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Town Advisory Board (TAB) Application

Name of Board: MOHAVE COUNTY COM
 Applicant Name: GARY VAUZYSKI
 Home Address: 3120 E. DANDELION City PAH Zip 89048
 Mailing Address: 3120 East DANDELION City " Zip "
 Home Phone: 732 762 1300 Unlisted? Yes No Cell Phone YES (WJ#)
 Work Phone: _____ Fax: _____
 E-Mail Address: GRVAUZYSKI@gmail.com

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

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

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

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

Signature

[Handwritten Signature]

Date

4-12-11

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PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Town Advisory Board (TAB) Application

Name of Board: Moave County Mine

Applicant Name: ALEXANDER DELGADO

Home Address: 2530 W. Tough Boy Rd City Pahrump Zip 89060

Mailing Address: P.O. Box 1922 City Pahrump Zip 89041

Home Phone: 727-5461 Unlisted? Yes No Cell Phone 209-4007

Work Phone: _____ Fax: _____

E-Mail Address: adelgado@SERVICEROCK.COM

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

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

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

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

Alexander Delgado
Signature

APRIL 13, 2010
Date

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PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Town Advisory Board (TAB) Application

Name of Board: Made County Board
Applicant Name: George Demas
Home Address: 2151 S Upland Ave. City Pahrump Zip 89048
Mailing Address: 2151 S Upland Ave. City Pahrump Zip 89048
Home Phone: 909-534-1623 Unlisted? Yes No Cell Phone
Work Phone: None Fax: None
E-Mail Address: None

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

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

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

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

George Demas
Signature _____ Date _____

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PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Town Advisory Board (TAB) Application

Name of Board: MOORE COUNTY P.N.C.

Applicant Name: TIM MULL

Home Address: 2281 W. SCALES WAY City PAHRUMP Zip 89060

Mailing Address: _____ City _____ Zip _____

Home Phone: _____ Unlisted? Yes ___ No ___ Cell Phone 573-4276

Work Phone: _____ Fax: _____

E-Mail Address: t.mull@ymail.com

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

Are you currently employed by a public entity? Yes ___ No If yes, which entity? _____

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

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


Signature

Date

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PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Town Advisory Board (TAB) Application

Name of Board: MOVE COUNTY LINE

Applicant Name: Don Morrow

Home Address: 3560 Thousandaire City Pahrump Zip 89041

Mailing Address: Box 4302 City 11 Zip 89041

Home Phone: 775-751-6983 Unlisted? Yes No Cell Phone _____

Work Phone: _____ Fax: _____

E-Mail Address: _____

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

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

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

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

[Signature]
Signature _____ Date _____

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TOWN
MANAGER'S
REPORT



William Kohbarger

From: Eileen Christensen [Eileen@becnv.com]
Sent: Wednesday, April 13, 2011 10:31 AM
To: bkohbarger@pahrupnv.org
Cc: Brian Loffman
Subject: Bob Ruud Community Center

Hi Bill,

I attended the National Brownfields Workshop in Philadelphia last week. During that workshop, I had a chance to speak with both the State NDEP and Federal (EPA Region 9) Brownfields representatives regarding the Bob Ruud Center. As a result of this conversation, the State has agreed to cover both the costs of the modified Phase I and the Cost-Benefit Analysis. Additionally, should the results of these studies indicate that there is some contamination cleanup necessary, the State has a Revolving Loan Fund that it may be able to make available to the Town. Up to 40% of the RLF can be sub-granted to communities that qualify for the grant, and it looks like Pahrum could be in this category. The sub-grant for clean-up would require a 20% in-kind match.

So... at this point, the proposed Field Sampling Plan for Bob Ruud has been prepared and submitted to the State for their approval. Upon approval of that plan, the work will commence for both the assessment and sampling of the Bob Ruud Center. As soon as the analytical results are reported by the laboratory doing these analyses, we can use that information in the Cost-Benefit Analysis to make further recommendations.

I wanted to make sure you knew things are moving forward. As soon as the Field Sampling Plan is approved, I or someone from my office will contact you for building access so we can get the Phase I completed.

Please feel free to contact me should you have any questions or require additional information regarding the above.

Best,

Eileen

B. Eileen Christensen
President

BEC Environmental, Inc.
7660 W Sahara Ave., Suite 150
Las Vegas, NV 89117

Telephone: (702) 304-9830
Fax: (702) 304-9839
Email: eileen@becnv.com

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Pahrump Fire - Rescue Service



Monthly Report Mar-11

Scott F. Lewis
Fire Chief

Department Responses: Monthly Response Total:

	<u>March</u>
Fire:	156
EMS:	484
Total:	640

Response Type:

Fire Incident Type:

	Month
Fires (structures, vehicles, brush, etc.)	10
Rescue/MVAs/Medical Assists	54
Hazardous Conditions/No Fire:	10
Service Assignments:	61
Good Intent Calls:	2
False Calls(alarms & intentional)	11
Special Incidents (miscellaneous)	8
Total:	156

EMS Responses:

	Month
911 Transports	273
Interfacility Transf.	155
AMA:	56
Totals:	484
Civilian Fire Deaths:	0
Civilian Fire Injuries	0
Firefighter Injury	0
Other Public Servants:	0

Apparatus and Facilities:

Apparatus Issues:

- * All Apparatus in Service
- * Two front line Dodge ambulances (2007 models) have exceeded 250,000 miles with no engine, transmission, or other large drive train replacement or major repairs.

Building Issues:

- * Station 1: No changes
- * Station 5: No changes.
- * Station 3: No changes.
- * Station 2: No changes.

Activities:

Completed:

- * Chief was an instructor at Fire Department Instructor's Conference in Indiana.
- * Department completed annual hose testing.
- * Department's air cascade repaired.
- * Department participated at Manse Elem. Career Day
- * Pahrump Fire completed an inspection of a carnival at the Pahrump Nugget
- * Chief attended Budget Hearings
- * Fire Chief attended several meeting as the Test Site for upcoming joint training
- * Fire Chief attended numerous meetings with Nye Planning, Buildings and Safety, VEA/Utility, DV Hospital, etc.

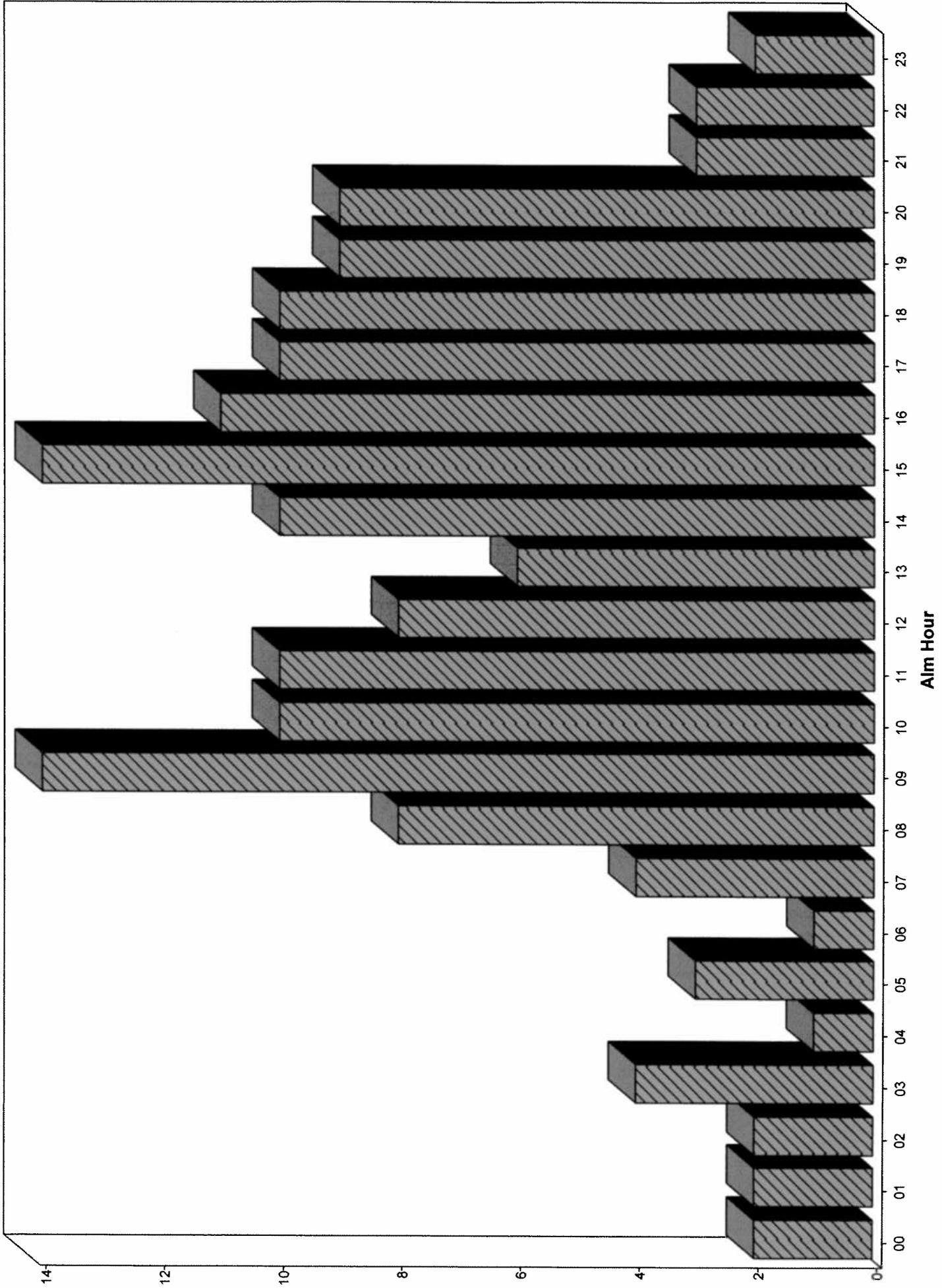
Upcoming:

- * Continue Pre-Fire Plans

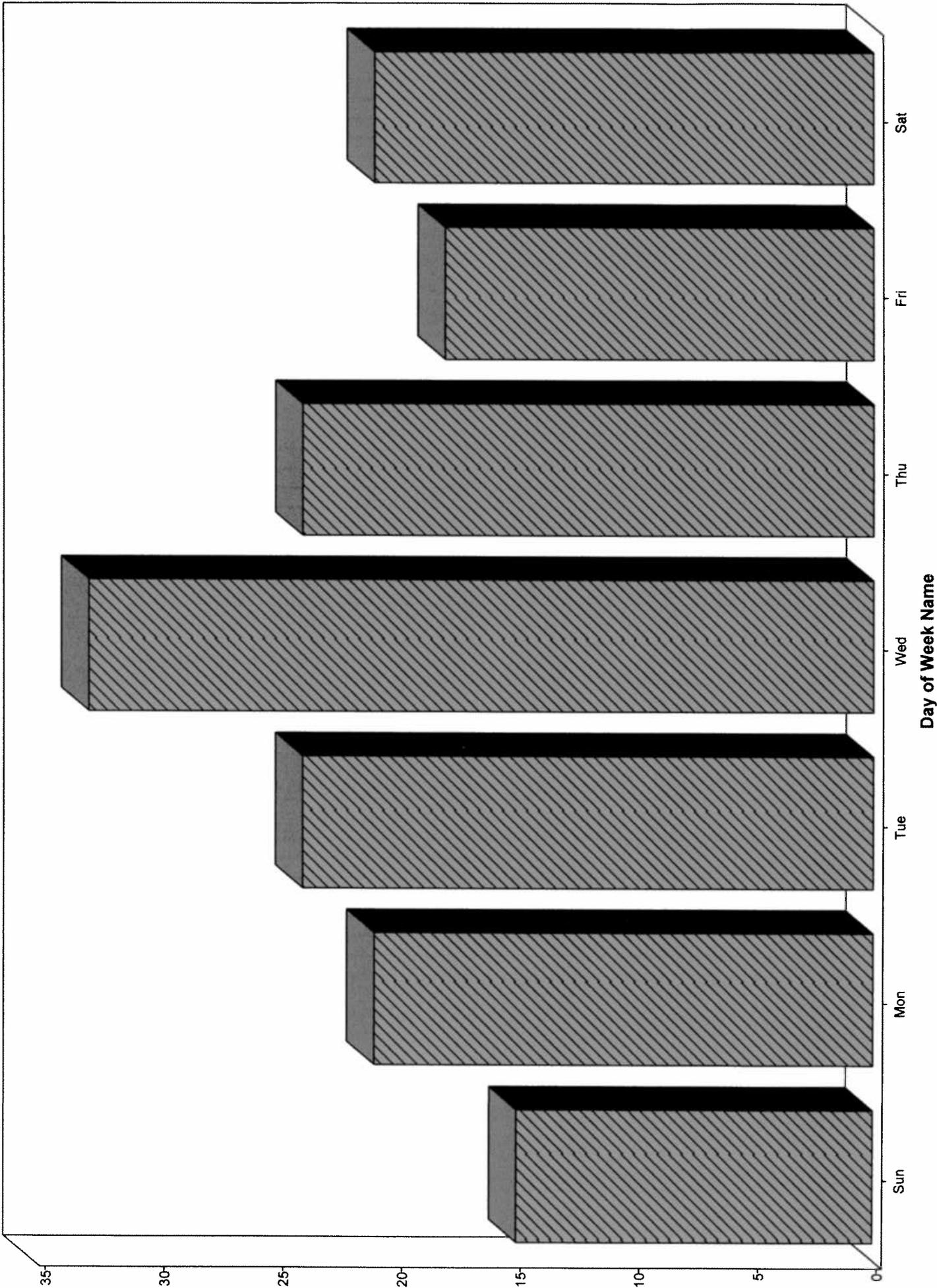
Miscellaneous:

- * Fire Chief received the attached "Thank You" correspondence
-

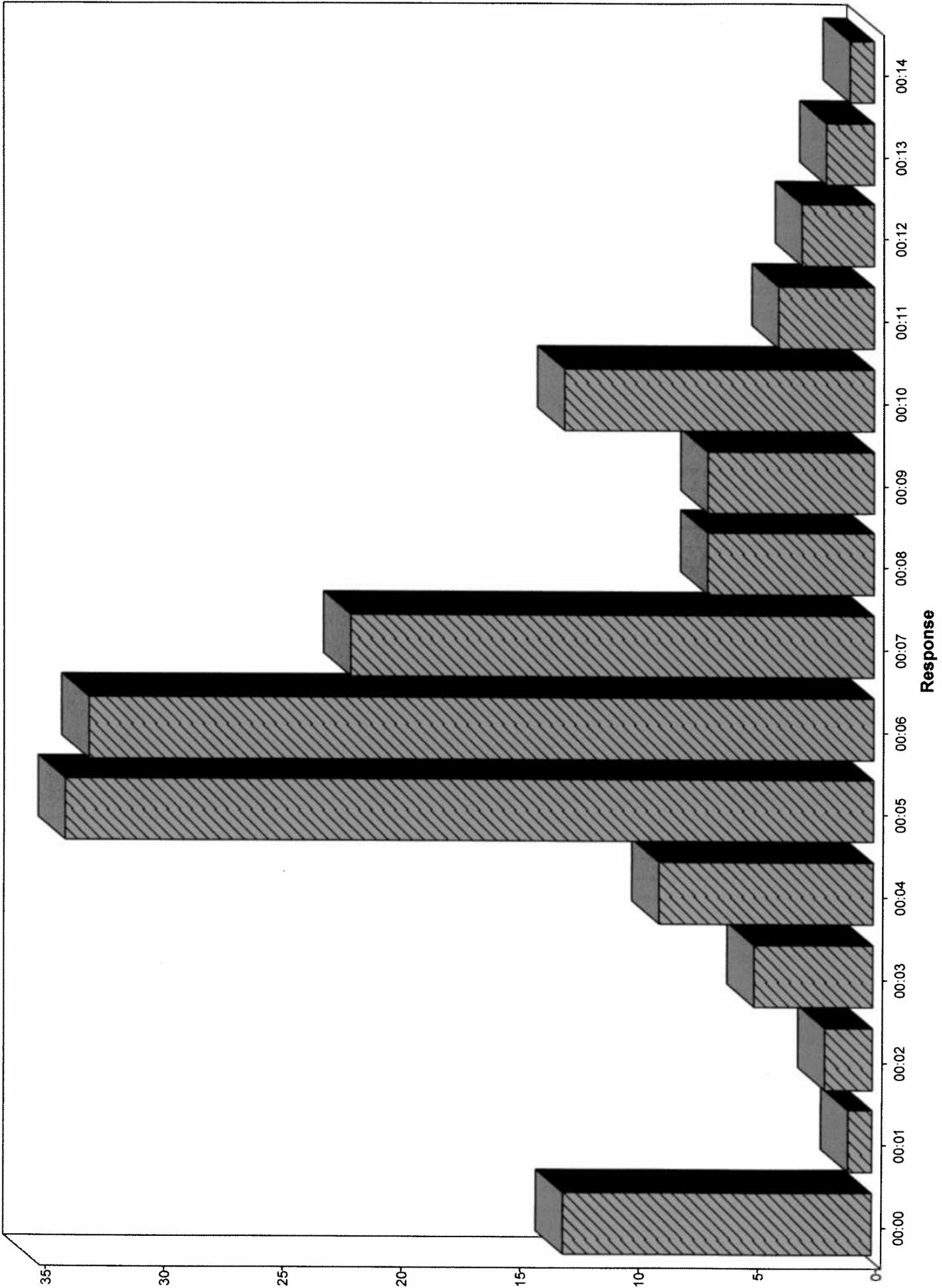
Count of Incidents by Alarm Hour
Alarm Date Between {03/01/2011} And {03/31/2011}



Incident Responses by Day of Week
Alarm Date Between {03/01/2011} And {03/31/2011}



NFIRS Incidents by Response Time (in minutes)
Alarm Date Between {03/01/2011} And {03/31/2011}



RECEIVED

MAR 25 2011

THANKS BY FAR THE CARE

AND EXCELLENT

TREATMENT YOU GAVE

TO MOM

MIKE + MARLYN
SWAN GO

Pt. Dorothy Swango 2/5/11

CREW - Hollis
M. Smith



United Blood Services

Donor Recruitment Department
2451 S. Buffalo Drive, Suite 140 / Las Vegas, NV 89117
(702) 228-8400 / FAX (702) 228-0041

March 25, 2011

Chief Scott Lewis, Fire Chief
Pahrump Guns & Hoses
300 North Highway 160
Pahrump, NV 89060

Dear Chief Lewis:

On behalf of United Blood Services and the patients we serve, thank you for sponsoring the blood drive at **Pahrump Guns & Hoses**.

The time and effort by **you** is appreciated by all of us at United Blood Services, and by the patients we serve. There is no substitute for human blood. This blood drive resulted in the collection of **60 units** of blood. I can't emphasize enough the important role you play in helping to provide blood products to area patients. **Current usage is more than 200 donations each day!** Your participation and support as a blood drive organizer is essential for successful drives. We appreciate your time and energy spent on helping save lives.

Again, thank you for your endless support and hard work. I look forward to working with you on your next blood drive that is scheduled for **07/08/11**.

Sincerely,

Elizabeth Smith
Donor Recruiter
United Blood Services

Find the hero in you. Give blood 3 times a year.

CC: File

ES/ch

Staff Meeting 4/19/2011

- Various standard processes, including: performance evaluation forms, timesheets entry, PCRs, workers comp, FMLA, benefits administration, COBRA, insurance change forms, Workers Comp, PERS and HR matters
- Negotiations
- Town Board minutes
- Advertise for pool manager and lifeguards
- Work with Nye County and brokers on insurance quotes
- Webinars
- Personnel policy updates

Town Manager Staff Meeting Report
Tuesday - 04/19/11

A.	1	<u>Current Issues</u>	<u>Comment</u>
	2	Joint NC-TOP Fiber Optic Project Between FRS-TO-B&G Bldgs.	TB approval at 4/26 Meeting.
	3	State Engineer Pre-Hearing on SNWD Filings.	Deadline to file is 4/28 if we wish to continue as a participant. Legal costs seem prohibitive.
	4	Replacement Ambulance Acquisition	TB approval at 5/10 from Ambulance Fund.
	5	Movie in the Park MOU	TB approval at 5/10 Meeting of PRAB recommendation & MOU.
	6	Ambulance A/R Bad Debt Adjustments	TB approval at 5/10 from Ambulance Fund.
	7	Replacement TV Translator	TB approval at 5/10 from TV Tower Fund & 50% Contribution from ABC.
	8	FY12 Final Budget	Public Hearing and Adoption at May 19th Special TB Meeting.
B.	9	<u>Pending Issues</u>	<u>Comment</u>
	10	IAFF Negotiations Schedule for FY12	Review of economic and operational goals.
	11	FY12 Medical Insurance	Awaiting NC renewal proposals on premium costs & Town dependent subsidy levels.
	12	Tyler Financial Systems Users Conference.	Carla will be attending 4/25 - 4/29 in Nashville.
	13	Nye County Tyler Financial Management Software Project	Awaiting additional Implementation information & training schedule for FY11.
	14	Pool Deck Replacement Project	Wallace to provide bi-weekly updates.
	15	Executive Assistant Position	Begin review of job description for future position.
	16	Community Center Project	Funding for clean up and repairs.
	17	Growponics MOU	Trigger dates for planning approval & construction.
	18	Top Ten List	Continue drafting and refining the subsets of tasks, projects, or programs by topic areas.
	19	2005 Congressional Grants for Fairgrounds	Updated EA required by HUD (MEG.)
	20	<u>Scheduled Time Off</u>	<u>Comment</u>
	21		

