

PAHRUMP TOWN BOARD MEETING
BOB RUUD COMMUNITY CENTER
150 NORTH HIGHWAY 160
TUESDAY – 7:00 P.M.
JUNE 22, 2010

AGENDA

1. **Call to Order and Pledge of Allegiance.**
2. **Discussion and possible decision** regarding moving the order of, or deleting an agenda item(s). (Action)
3. **Announcements** (Non-Action)
4. **Advisory Board Reports**, from Advisory Board Chairpersons and/or Town Board Liaisons on the status of Advisory Boards. (Non-Action)
5. **Discussion and Presentation** by Mrs. Patricia Cox of Awards and Totals Pertaining to the Town of Pahrump 2010 Clean-Up. (Action)
6. **Discussion and Presentation** to direct staff to negotiate a management agreement between the Town and Joshua Ventures International (such agreement to be approved by the Town Board at a later date), for the development and construction of the Pahrump Arts and Recreation Complex which could include a sports area, arts district, water sports area and fairgrounds project on the 426 acre parcel PARC Property. (Action)
7. **Discussion and Possible Decision** on Awarding the Winning Bid for the Simkins Park Improvement Project to Gothic Landscaping, Inc for \$366,666.00 and All Matters Properly Related Thereto. (Action)
8. **Discussion and Possible Decision** on Creating a Town of Pahrump Special Events Committee, which will consist of the Town's Building & Ground Dept, Town Manager, PVFRS plus Nye County Sheriff's and Public Works Departments. (Action)
9. **Discussion and Possible Decision** on Purchasing Park Signage for the Ian Deutch Memorial Park, Simkins Park and Justin Leavitt Memorial Skateboard Park in an amount not to exceed \$22,000 from the General Fund Building & Grounds budget. (Action)
10. **Discussion and Possible Decision** on Purchasing Fencing for the Chief Tecopa Cemetery and Parking Lot Project in an Amount not to Exceed \$8,000 from the Cemetery Fund. (Action)
11. **Discussion and possible decision** on Acceptance of the Renewal Proposal from the Nevada Public Agency Insurance Pool (POOL) and Approval for Payment from Fiscal Year 2010-2011 Funds and All Matters Properly Related Thereto. (Action)

ANNOUNCEMENTS

The Public Lands Advisory Board meeting will be held Wednesday, June 23, 2010, at 7 PM at the Town Annex.

The Social Security Representative will be at the Community Center, Room A & B at 9 AM on June 29, 2010.

The Arena Advisory Board is scheduled to meet Thursday, July 1, 2010 at 7PM at the Town Annex.

The Liberty Festival will be held July 4th and 5th 2010 at Petrack Park, 8 AM through 11 PM.

The Board of County Commissioners will hold its regular meeting July 6, 2010 at the Community Hall, Room H at 10AM.

The Pahrump Tourism & Convention Council will meet at the Community Center Hall, at 8AM on July 8, 2010.

The Nuclear Waste Advisory Board will meet at the Town Annex on Friday, July 9, 2010 at 2 PM.

AGENDA ITEM REQUEST

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DATE AGENDA ITEM SUBMITTED
6/16/2010

DATE OF DESIRED BOARD MEETING
6/22/2010

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

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision to direct staff to negotiate a management agreement between the Town and Joshua Ventures International (such agreement to be approved by the Town Board at a later date), for the development and construction of the Pahrump Arts and Recreation Complex which could include a sports area, arts district, water sports area and fairgrounds project on the 426 acre parcel PARC Property.
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:

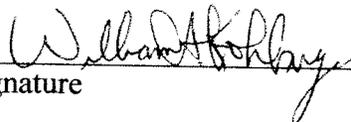
Mr. DAngelo would like to obtain permission for staff to negotiate a Management Agreement to move forward with the building of the PARC Project located on SR 160 better known as the Fairground 426-Acre Parcel. This Management Agreement will in no way ties the Town to the Joshua Community. This Management Agreement will be a stand alone project.

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Manager

NAME OF PRESENTER(S) OF ITEM: Joe DAngelo

William A. Kohbarger, Town Manager
Print Name


Signature

Town Office
Mailing Address

(775) 727-5107 ext 305
Telephone Number

6

The PARC Amenities

Pahrump Arts and Recreation Complex

Four (4) primary areas consisting of the following amenities:

(1) Sports Area

- “Baseball” Sports Park with Dormitories
(i.e. Freedom Park, Las Vegas, NV, Allen City, Texas, Jackson, TN)
- Indoor Basketball, Volleyball, Tennis and Indoor and Outdoor Soccer Fields
(i.e. The American Sports Center in Anaheim, CA, Phoenix, AZ)

(2) The Arts District

- Outdoor Amphitheater (i.e. The District, Henderson, NV)
- State of the Art Movie Complex
- Cultural Museums

(3) Water Sports Area

- Small Water Amusement Park with beach and sports area
(i.e. White Water, Branson, MO., Raging Rivers, Los Angeles, CA)

(4) Pahrump Valley Fairgrounds

- Equestrian Arena with Stables (i.e. Winnemucca, NV)
- Dog Show Arena with Practice Areas
- BMX and Motocross Track

And additional support facilities which collectively would be known by the name “Pahrump Arts and Recreation Complex” or “The PARC.”

Pahrump Arts and Recreation Complex

Benefits to the Town of Pahrump

- 28 to 36 months of Construction Jobs
- Future ongoing JOBS once The PARC is built
- 7.5 Miles of Highway 160 expanded to 4 lane
- Escalation of Property Values – Commercial and Residential
- Increase to the Local Economy through food sales, gasoline sales, construction materials, labor and equipment sales, rental properties and hotel rooms, gaming revenues
- All “financing “to be solely by Developer.
No cost to the Town of Pahrump.
- Developer shall at its sole cost and expense, obtain and keep in force and effect all necessary bonds and insurance during the term of the agreement.
- All PARC Maintenance and upkeep at Developer’s expense

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DATE AGENDA ITEM SUBMITTED
6/15/2010

DATE OF DESIRED BOARD MEETING
6/22/2010

CIRCLE ONE: Discussion, Action, Decision or XXXXXXXXXX

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision on Awarding the Winning Bid for the Simkins Park Improvements Project to Gothic Landscaping, Inc for \$366,666.00 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:

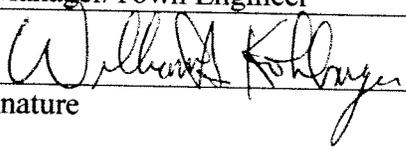
The Town of Pahrump went out for bid for the Simkins Park Improvements Project. The Town received five (05) bids ranging from \$510,956.08 to \$359,605.21. The Town's Engineering Firm reviewed the bids and determined that the Best Bid pursuant to NRS 338.147 was Gothic Landscaping, Inc. at \$366,666.00. Please see attached backup.

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Manager/Town Engineer

NAME OF PRESENTER(S) OF ITEM: Town Manager/Town Engineer

William A. Kohbarger, Town Manager
Print Name


Signature

Town Office
Mailing Address

(775) 727-5107 ext 305
Telephone Number

#7



G. C. WALLACE, INC.
ENGINEERS • PLANNERS • SURVEYORS

G. C. WALLACE, INC.
1555 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146

Writer's Contact Information:

Denck D.J. Yoro, PE, LEED AP
Vice President
702.804.2143
dyoro@gcwallace.com

398-A351-001B

June 14, 2010

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

**Re: Town of Pahrump – Simkins Park Improvements
Contract No. 2010-01
Engineer's Recommendation**

Dear Mr. Kohbarger:

On Friday, June 11, 2010, Bids were opened for the subject project and the results are as follows:

Company	Bid Amount
Eyserbeck Company, Inc.	\$510,956.08
Franklin Construction Services	\$422,780.86
Gothic Landscaping, Inc.	\$366,666.00
Top Rank Builders, Inc.	\$359,605.21
Hardy Construction, Inc.	\$448,775.23

In addition, both Gothic Landscaping and Hardy Construction claimed a Bid preference per Nevada Revised Statutes (NRS) 338.147. As outlined in the Project Manual, Bids were to be submitted on a lump sum basis as set forth in the Bid form.

NRS 338.147 contains provisions for the award of Contract to the Bidder who submits the lowest responsive, responsible Bid; and determination of the best Bid. A Bidder who: (a) has been found to be a responsible and responsive contractor by the OWNER; and (b) at the time of submitting the Bid, provides to the OWNER a copy of a certificate of eligibility to receive a preference in bidding on public works issued to Bidder by the State Contractor's Board, shall be deemed to have submitted a better Bid than a competing Bidder who has not provided a copy of such a valid certificate of eligibility if the amount of his Bid is not more than 5 percent higher than the amount of the competing Bidder's Bid.

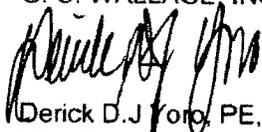
As shown in the tabulation above, Top Rank Builders submitted the lowest Bid. The next lowest bid was submitted by Gothic Landscaping. Both of these Bids were determined to be responsive and responsible. However, based on NRS 338.147, since Gothic Landscaping's Bid is less than 5 percent higher than the amount of the lowest Bid, theirs is determined to be the best Bid.

Based on evaluation of all Bids, GC Wallace has determined that Gothic Landscaping has submitted the best Bid. It is our recommendation that Gothic Landscaping be awarded the Contract for Simkins Park Improvements (No. 2010-01).

We would be happy to discuss any questions or clarifications you may require regarding this recommendation. We look forward to working with you on this project.

Cordially,

G. C. WALLACE, INC.



Derick D.J. Ford, PE, LEED AP
Vice President

c: James Duddlesten, GCW
Josh Johnson, GCW

- (b) The bidder is not responsive or responsible; or
 - (c) The public interest would be served by such a rejection.
 - 3. At least once each quarter, a local government shall prepare a report detailing, for each public work over \$25,000 for which a contract for its completion is awarded pursuant to paragraph (a) of subsection 1, if any:
 - (a) The name of the contractor to whom the contract was awarded;
 - (b) The amount of the contract awarded;
 - (c) A brief description of the public work; and
 - (d) The names of all contractors from whom bids were solicited.
 - 4. A report prepared pursuant to subsection 3 is a public record and must be maintained on file at the administrative offices of the applicable public body.
 - 5. The provisions of this section do not relieve a local government from the duty to award the contract for the public work to a bidder who is the lowest responsive and responsible bidder if bids are required to be solicited from more than one properly licensed contractor pursuant to subsection 1.
- (Added to NRS by 2003, 1985)

NRS 338.1446 Attestation required before local government may perform certain smaller public works itself.

- 1. If a local government proposes to perform a public work itself in accordance with subsection 2 of NRS 338.1442, the public officer responsible for the management of the public works of the local government must, if the estimated cost of the public work is more than \$25,000 but not more than \$100,000 and before work on the public work is commenced, prepare a signed attestation regarding the decision of the local government to perform the public work itself.
 - 2. An attestation prepared pursuant to subsection 1:
 - (a) Must set forth:
 - (1) The estimated cost of the public work;
 - (2) A general statement as to why the local government has decided to perform the public work itself; and
 - (3) A general statement that the public work will adhere to the same quality and standards as would be required of a properly licensed contractor if the public work had been awarded to a properly licensed contractor; and
 - (b) Is a public record and must be maintained on file at the administrative offices of the local government.
- (Added to NRS by 2003, 1986)

NRS 338.147 Contract for public work for which estimated cost exceeds \$250,000 must be awarded to contractor who submits best bid; certain bids deemed best bid; eligibility to receive preference in bidding; issuance of certificate of eligibility by State Contractors' Board; regulations; fees; sanctions; objections.

- 1. Except as otherwise provided in subsection 10 and NRS 338.143, 338.1442 and 338.1446, a local government or its authorized representative shall award a contract for a public work for which the estimated cost exceeds \$250,000 to the contractor who submits the best bid.
- 2. Except as otherwise provided in subsection 10 or limited by subsection 11, the lowest bid that is:
 - (a) Submitted by a contractor who:
 - (1) Has been found to be a responsible and responsive contractor by the local government or its authorized representative; and
 - (2) At the time the contractor submits his or her bid, has a valid certificate of eligibility to receive a preference in bidding on public works issued to the contractor by the State Contractors' Board pursuant to subsection 3 or 4; and
 - (b) Not more than 5 percent higher than the bid submitted by the lowest responsive and responsible bidder who does not have, at the time he or she submits the bid, a valid certificate of eligibility to receive a preference in bidding on public works issued to him or her by the State Contractors' Board pursuant to subsection 3 or 4, shall be deemed to be the best bid for the purposes of this section.
- 3. The State Contractors' Board shall issue a certificate of eligibility to receive a preference in bidding on public works to a general contractor who is licensed pursuant to the provisions of chapter 624 of NRS and submits to the Board an affidavit from a certified public accountant setting forth that the general contractor has, while licensed as a general contractor in this State:
 - (a) Paid directly, on his or her own behalf:
 - (1) The sales and use taxes imposed pursuant to chapters 372, 374 and 377 of NRS on materials used for construction in this State, including, without limitation, construction that is undertaken or carried out on land within the boundaries of this State that is managed by the Federal Government or is on an Indian reservation or Indian colony, of not less than \$5,000 for each consecutive 12-month period for 60 months immediately preceding the submission of the affidavit from the certified public accountant;
 - (2) The governmental services tax imposed pursuant to chapter 371 of NRS on the vehicles used in the operation of his or her business in this State of not less than \$5,000 for each consecutive 12-month period for 60 months immediately preceding the submission of the affidavit from the certified public accountant; or
 - (3) Any combination of such sales and use taxes and governmental services tax; or
 - (b) Acquired, by purchase, inheritance, gift or transfer through a stock option plan, all the assets and liabilities of a viable, operating construction firm that possesses a:
 - (1) License as a general contractor pursuant to the provisions of chapter 624 of NRS; and
 - (2) Certificate of eligibility to receive a preference in bidding on public works.
- 4. The State Contractors' Board shall issue a certificate of eligibility to receive a preference in bidding on public works to a specialty contractor who is licensed pursuant to the provisions of chapter 624 of NRS and submits to the Board an affidavit from a certified public accountant setting forth that the specialty contractor has, while licensed as a specialty contractor in this State:
 - (a) Paid directly, on his or her own behalf:
 - (1) The sales and use taxes pursuant to chapters 372, 374 and 377 of NRS on materials used for construction in this State, including, without limitation, construction that is undertaken or carried out on land within the boundaries of this State

that is managed by the Federal Government or is on an Indian reservation or Indian colony, of not less than \$5,000 for each consecutive 12-month period for 60 months immediately preceding the submission of the affidavit from the certified public accountant;

(2) The governmental services tax imposed pursuant to chapter 371 of NRS on the vehicles used in the operation of his or her business in this State of not less than \$5,000 for each consecutive 12-month period for 60 months immediately preceding the submission of the affidavit from the certified public accountant; or

(3) Any combination of such sales and use taxes and governmental services tax; or

(b) Acquired, by purchase, inheritance, gift or transfer through a stock option plan, all the assets and liabilities of a viable, operating construction firm that possesses a:

(1) License as a specialty contractor pursuant to the provisions of chapter 624 of NRS; and

(2) Certificate of eligibility to receive a preference in bidding on public works.

5. For the purposes of complying with the requirements set forth in paragraph (a) of subsection 3 and paragraph (a) of subsection 4, a contractor shall be deemed to have paid:

(a) Sales and use taxes and governmental services taxes paid in this State by an affiliate or parent company of the contractor, if the affiliate or parent company is also a general contractor or specialty contractor, as applicable; and

(b) Sales and use taxes paid in this State by a joint venture in which the contractor is a participant, in proportion to the amount of interest the contractor has in the joint venture.

6. A contractor who has received a certificate of eligibility to receive a preference in bidding on public works from the State Contractors' Board pursuant to subsection 3 or 4 shall, at the time for the renewal of his or her contractor's license pursuant to NRS 624.283, submit to the Board an affidavit from a certified public accountant setting forth that the contractor has, during the immediately preceding 12 months, paid the taxes required pursuant to paragraph (a) of subsection 3 or paragraph (a) of subsection 4, as applicable, to maintain eligibility to hold such a certificate.

7. A contractor who fails to submit an affidavit to the Board pursuant to subsection 6 ceases to be eligible to receive a preference in bidding on public works unless the contractor reapplies for and receives a certificate of eligibility pursuant to subsection 3 or 4, as applicable.

8. If a contractor holds more than one contractor's license, the contractor must submit a separate application for each license pursuant to which the contractor wishes to qualify for a preference in bidding. Upon issuance, the certificate of eligibility to receive a preference in bidding on public works becomes part of the contractor's license for which the contractor submitted the application.

9. If a contractor who applies to the State Contractors' Board for a certificate of eligibility to receive a preference in bidding on public works submits false information to the Board regarding the required payment of taxes, the contractor is not eligible to receive a preference in bidding on public works for a period of 5 years after the date on which the Board becomes aware of the submission of the false information.

10. If any federal statute or regulation precludes the granting of federal assistance or reduces the amount of that assistance for a particular public work because of the provisions of subsection 2, those provisions do not apply insofar as their application would preclude or reduce federal assistance for that work.

11. If a bid is submitted by two or more contractors as a joint venture or by one of them as a joint venturer, the bid may be deemed a best bid only if both or all of the joint venturers separately meet the requirements of subsection 2.

12. The State Contractors' Board shall adopt regulations and may assess reasonable fees relating to the certification of contractors for a preference in bidding on public works.

13. A person or entity who believes that a contractor wrongfully holds a certificate of eligibility to receive a preference in bidding on public works may challenge the validity of the certificate by filing a written objection with the local government to which the contractor has submitted a bid on a contract for the construction of a public work. A written objection authorized pursuant to this subsection must:

(a) Set forth proof or substantiating evidence to support the belief of the person or entity that the contractor wrongfully holds a certificate of eligibility to receive a preference in bidding on public works; and

(b) Be filed with the local government not later than 3 business days after the opening of the bids by the local government or its authorized representative.

14. If a local government receives a written objection pursuant to subsection 13, the local government shall determine whether the objection is accompanied by the proof or substantiating evidence required pursuant to paragraph (a) of that subsection. If the local government determines that the objection is not accompanied by the required proof or substantiating evidence, the local government shall dismiss the objection and the local government or its authorized representative may proceed immediately to award the contract. If the local government determines that the objection is accompanied by the required proof or substantiating evidence, the local government shall determine whether the contractor qualifies for the certificate pursuant to the provisions of this section and the local government or its authorized representative may proceed to award the contract accordingly.

(Added to NRS by 1985, 670; A 1987, 1476; 1989, 932; 1991, 2374; 1993, 1382, 1383, 2133, 2135; 1995, 678, 2062; 1999, 1850, 2401, 3477; 2001, 252, 300, 2011, 2022, 2269; 2003, 119, 124, 1997, 2435; 2007, 866)

NRS 338.1475 Award of contract to unlicensed or improperly licensed contractor prohibited; replacement of unacceptable subcontractor before contract is awarded; rescission of award of contract to unlicensed or improperly licensed contractor before commencement of work.

1. A local government or its authorized representative awarding a contract for a public work shall not award the contract to a person who, at the time of the bid, is not properly licensed under the provisions of chapter 624 of NRS or if the contract would exceed the limit of the person's license. A subcontractor who is:

(a) Named in the bid for the contract as a subcontractor who will provide a portion of the work on the public work pursuant to NRS 338.141; and

(b) Not properly licensed for that portion of the work,

shall be deemed unacceptable. If the subcontractor is deemed unacceptable pursuant to this subsection, the contractor shall provide an acceptable subcontractor.

AGENDA ITEM REQUEST

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DATE AGENDA ITEM SUBMITTED
6/15/2010

DATE OF DESIRED BOARD MEETING
6/22/2010

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

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision on Creating a Town of Pahrump Special Events Committee, which will consist of the Town's Building & Grounds Dept, Town Manager, PVFRS plus Nye County Sheriff's and Public Works Departments.

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:

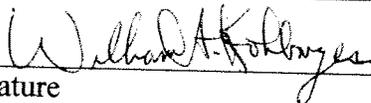
This committee came about to ensure that all parties involved in events held on Town or County property are on the same page. This will allow all above mentioned parties to meet with the event at least 30-days prior to the events to discuss security, road closings, set-up, etc... The Town has obtained buy in from the Nye County Sheriff's Department and Public Works Department.

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Manager

NAME OF PRESENTER(S) OF ITEM: Town Manager

William A. Kohbarger, Town Manager
Print Name


Signature

Town Office
Mailing Address

(775) 727-5107 ext 305
Telephone Number

#8

MEMO
TOWN OF PAHRUMP
AGENDA ITEM UPDATE
MEETING DATE: June 22, 2010

TO: Town Board

FROM: William A. Kohbarger, Town Manager

DATE: Monday, May 17, 2010

RE: **Discussion and Possible Decision** on Creating a Town of Pahrump Special Events Committee, which will consist of the Town's Building & Ground Department, Town Manager, PVFRS and Nye County Sheriff's and Public Works Departments. (Action)

1.) Background

Sheriff DeMeo, Fire Chief Lewis and I were talking about events being held in Pahrump on Town and/or County owned property and out of that talk came the idea to create a Special Events Committee. The creation of this Committee will require all events being held on public property in Pahrump to present the plans of their events to the committee 30-days prior to their events. The event holder will present their safety/security plans, road closings, equipment set-up and take down, and any other pertinent information. This is currently happening but not on an across the board level. In other words, an event holder may talk with the Sheriff's Department, then go to the PVFRS and then go to the Public Works Department and so on. This type of planning does not allow for all departments to obtain needed information and provide adequate coverage.

This Committee will consist of members from the Nye County Sheriff's Department, Pahrump Valley Fire & Rescue Service, Nye County Public Works Department, TOP Building & Grounds Department and Town Management. NOTE: All Departments listed above have agreed to be part of this Committee.

The Committee will also work on putting together a Special Events ordinance for both the Town and County of Nye.

2.) Fiscal Impact

No cost to the Town of Pahrump.

3.) Town Manager Recommendation and Board Action Requested

Town Manager's recommendation is for the Town Board to approve the creation of a Special Events Committee for the following reason(s):

1. Proper addressing of Safety/Security Issues
2. Improved coordination and event coverage
3. Official Committee acknowledgment pertaining to rules and regulations

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

AGENDA ITEM REQUEST

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6/15/2010

DATE OF DESIRED BOARD MEETING
6/22/2010

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

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision on Purchasing Park Signage for the Ian Deutch Memorial Park, Simkins Park and Justin Leavitt Memorial Skateboard Park in an amount not to exceed \$22,000 from the General Fund Building & Grounds budget.

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:

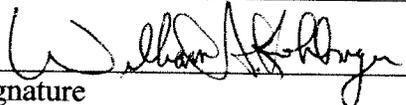
The Town is respectfully requesting to purchase boulders, like the one in front of the Town Office to be placed at each above mentioned site. Two sizes of boulders are being requested. Large boulders for Ian Deutch and Simkins Parks and a smaller boulder for the Justin Leavitt Memorial Skateboard Park.

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Manager/Building & Grounds Manager

NAME OF PRESENTER(s) OF ITEM: Town Manager/Building & Grounds Manager

William A. Kohbarger, Town Manager
Print Name


Signature

Town Office
Mailing Address

(775) 727-5107 ext 305
Telephone Number

#19

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 6-22-2010

TO: Town Board

FROM: William A. Kohbarger, Pahrump Town Manager

DATE: June 16, 2010

RE: Approval of Park Signage for Ian Deutsch Memorial Park, Simkins Park, and Justin Leavitt Memorial Skateboard Park

1.) Background

Chief Tecopa Cemetery and the Town Office now have stone signage, and with the approval of the same signage type for Ian Deutsch Memorial Park, Simkins Park, and Justin Leavitt Memorial Skateboard Park we have a great start on uniform signage for all Town facilities.

2.) Fiscal Impact

Amount not to exceed \$22,000 from the General Fund Buildings & Grounds Department budget. By having all Park Signage stones completed at one time we save on quarry pit charges, shipping cost and stone printing set-up cost.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager recommends that the Town Board *move to approve* Park Signage for Ian Deutsch Memorial Park, Simkins Park, and Justin Leavitt Memorial Skateboard Park in an amount not to exceed \$22,000 from the General Fund Buildings & Grounds Department budget.

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



775.727.3800

Fax: 775.727.3830

Email: sales@highimpactdesign.com

1250 W Charleston Park Avenue • Pahrump, Nevada

Contractor License #474184

Est # **2518** | Date: **6-7-10**

File Name: **TOP_StoneMonument_Leavitt**

Client: **Town of Pahrump**

Contact: **Matt Luis 764-0436**

Phone: **727-5107**

Fax: **727-0345**

Other:

Job Location: **Honeysuckle (Park)**

Description: **S/F Sand Carved Stone Monument Sign**

Comments:

- Approved As Is
- Approved with noted changes
- Resubmit With Changes

Client Approval _____ Date _____



**1-sided 3' x 5' Stone Monument Sign
Sand Carved Graphics 1-side**

****above rendering is for simulation** actual stone shape, color will vary****



Phone: 775.727.3800 Fax: 775.727.3830

1250 W. Charleston Park Avenue Ste. D • Pahrump, Nevada • Email: sales@highimpactsign.com • Cont. Lic. #47418A

QUOTE #2518

6/17/2010

Prepared For:
TOWN OF PAHRUMP
MATT LUIS 764-0436
400 N. HWY 160
"PAHRUMP, NV 89048"

Prepared By:
Danny Page
High Impact Sign and Design LLC.
1250 West Charleston Park Avenue
Unit D
Pahrump, NV 89048
USA

Phone: 775-727-5107 Fax: 775-727-0345
Alt. Phone:
E-Mail: msullivan@pahrumpnv.org

Phone: 7757273800 Fax: 7757273830
Alt. Phone:
E-Mail: danny@highimpactsign.com

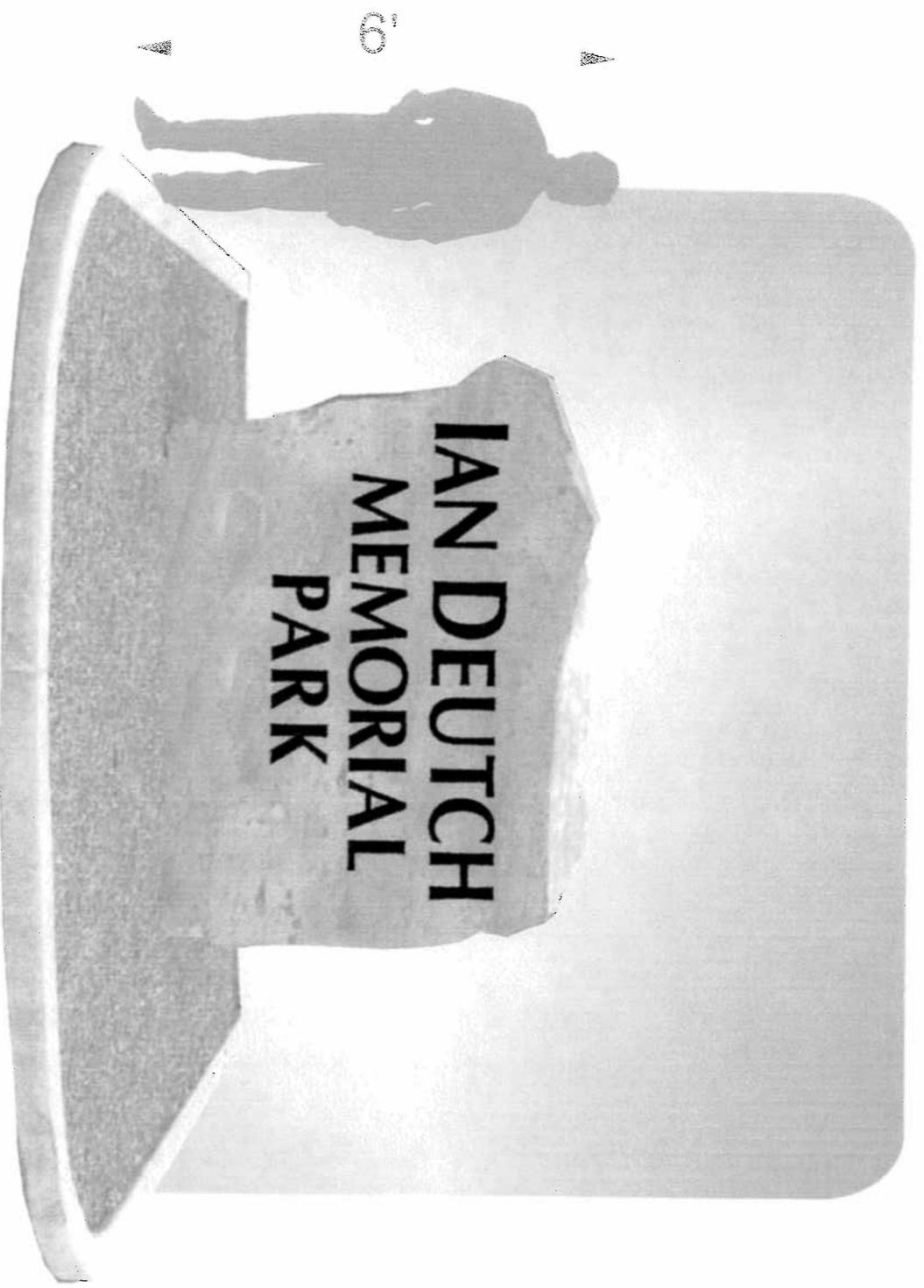
Description:
Justin Leavitt Memorial Skate Park - Stone Monument
Estimated time for production: 30 working days

Table with 5 columns: Quantity, Description, Each, Total, Taxable. Row 1: 1 S/F SANDCARVED STONE MONUMENT SIGN - JUSTIN LEAVITT MEMORIAL PARK... Subtotal \$1,880.00, Total \$1,880.00

Terms:
This estimate good for 10 days. Full payment net 30 days.

By my signature, I authorize work to begin and agree to pay the above amount in full according to the terms on this agreement.

Signed by Date Amt. Paid Today



(2) Double-Sided 6' x 7' Stone Monument Sign
 Sand Carved Graphics 2-sides

above rendering is for simulation actual stone shape, color will vary**



775.727.3800
Fax: 775.727.3830

Email: sales@highimpactsign.com

1230 W. Charleston Park Avenue • Pahrump, Nevada
 Contractor License #472184

Est # 2528 | Date 6-9-10

File Name: TOP_StoneMonument_Deutch

Client: Town of Pahrump

Contact: Matt Luis 764-0436

Phone: 727-5107

Fax: 727-0345

Other:

Job Location:

Honeysuckle (Park)

Description:

D/F Sand Carved
 Stone Monument Signs

Comments:

- Approved As Is
- Approved with noted changes
- Resubmit With Changes

Client Approval _____ Date _____



Phone: 775.727.3800 Fax: 775.727.3830

1250 W. Charleston Park Avenue Ste. D • Pahrump, Nevada • Email: sales@highimpactsign.com • Cont. Lic. #47418A

QUOTE #2528

6/17/2010

Prepared For:
TOWN OF PAHRUMP
MATT LUIS 764-0436
400 N. HWY 160
"PAHRUMP, NV 89048"

Prepared By:
Danny Page
High Impact Sign and Design LLC.
1250 West Charleston Park Avenue
Unit D
Pahrump, NV 89048
USA

Phone: 775-727-5107 Fax: 775-727-0345
Alt. Phone:
E-Mail: msullivan@pahrumprnv.org

Phone: 7757273800 Fax: 7757273830
Alt. Phone:
E-Mail: danny@highimpactsign.com

Description:
DEUTCH PARK - STONE MONUMENT SIGNS; 6' x 7'
Estimated time for production: 30 working days

Table with 4 columns: Quantity, Description, Each, Total, Taxable. Row 1: 2 D/F SANDCARVED STONE MONUMENT SIGN - IAN DEUTCH MEMORIAL PARK... Subtotal \$9,450.00, Total \$9,450.00

Terms:
This estimate good for 30 days. Full payment net 30 days.

By my signature, I authorize work to begin and agree to pay the above amount in full according to the terms on this agreement.

Signed by Date Amt. Paid Today



775.727.3800
FAX: 775.727.3830

Email: sales@highimpactsign.com
1250 W. Christopher Park Avenue, Pahrump, Nevada
Contractor License #47418A

Est # 2534 Date 6-14-10

File Name: TOP_StoneMonument_Simkins

Client: Town of Pahrump

Contact: Matt Luis 764-0436

Phone: 727-5107

Fax: 727-0345

Other:

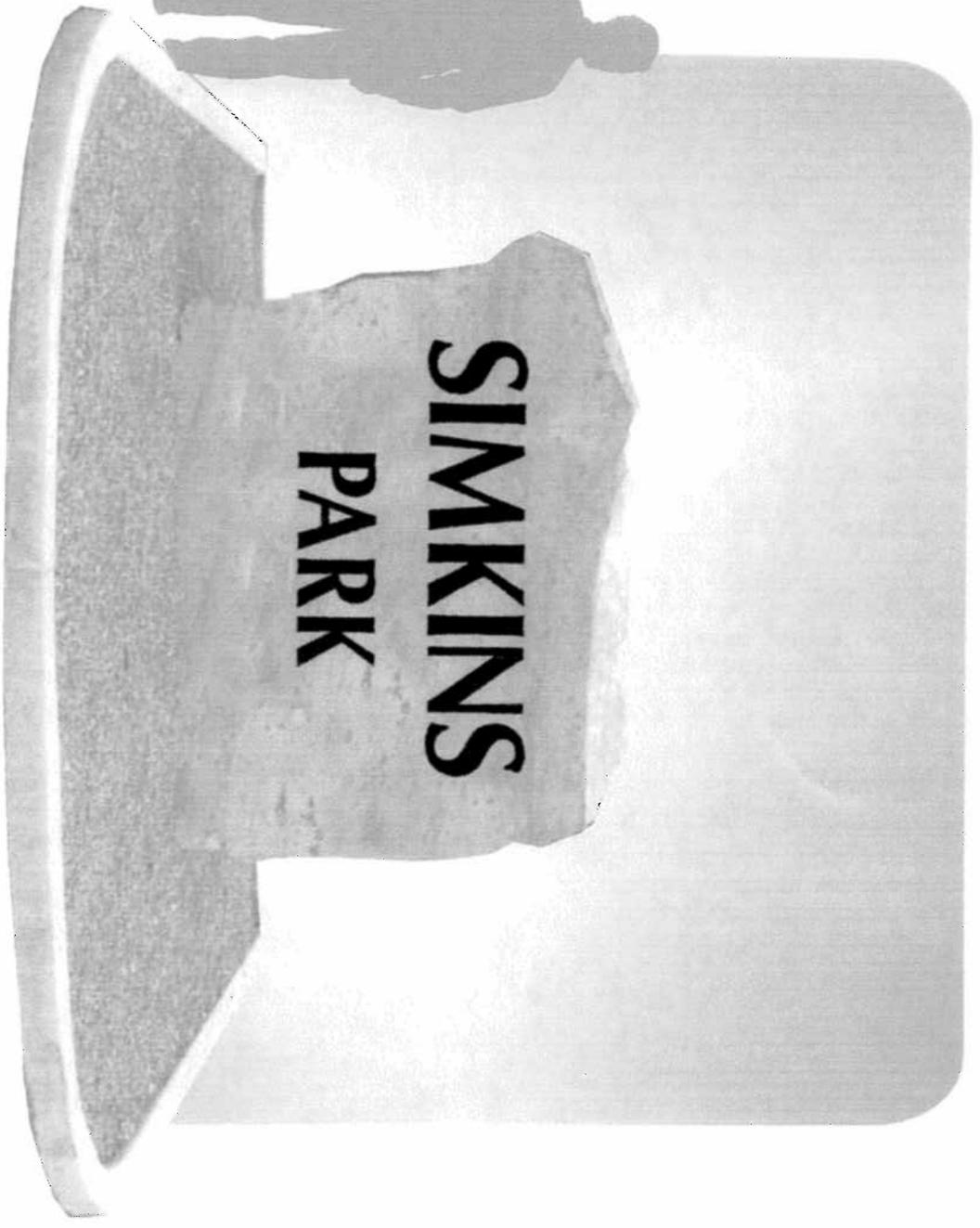
Job Location: Simkins (Park)

Description: D/F Sand Carved Stone Monument Signs

Comments:

- Approved As Is
- Approved with noted changes
- Resubmit With Changes

Client Approval _____ Date _____



(2) Double-Sided 6' x 7' Stone Monument Sign
Sand Carved Graphics 2-sides

above rendering is for simulationactual stone shape, color will vary**



Phone: 775.727.3800 Fax: 775.727.3830

1250 W. Charleston Park Avenue Ste. D • Pahrump, Nevada • Email: sales@highimpactsign.com • Cont. Lic. #47418A

QUOTE #2534

6/14/2010

Prepared For:
TOWN OF PAHRUMP
MATT LUIS 784-0436
400 N. HWY 160
"PAHRUMP, NV 89048"

Prepared By:
Danny Page
High Impact Sign and Design LLC.
1250 West Charleston Park Avenue
Unit D
Pahrump, NV 89048
USA

Phone: 775-727-5107 Fax: 775-727-0345
Alt. Phone:
E-Mail: msullivan@pahrumprnv.org

Phone: 7757273800 Fax: 7757273830
Alt. Phone:
E-Mail: danny@highimpactsign.com

Description:
SIMKINS PARK - STONE MONUMENT SIGNS; 6' x 7'

Estimated time for production: 30 working days

Table with 5 columns: Quantity, Description, Each, Total, Taxable. Row 1: 2 D/F SANDCARVED STONE MONUMENT SIGN - SIMKINS PARK... Subtotal: \$9,450.00, Total: \$9,450.00

Terms:
This estimate good for 30 days. Full payment net 30 days.

By my signature, I authorize work to begin and agree to pay the above amount in full according to the terms on this agreement.

Signed by Date Amt. Paid Today

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
6/15/2010

DATE OF DESIRED BOARD MEETING
6/22/2010

CIRCLE ONE: Discussion, Action, Decision or XXXXXXXXXX

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision on Purchasing Fencing for the Chief Tecopa Cemetery and Parking Lot Project in an Amount not to Exceed \$8,000 from the Cemetery 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.

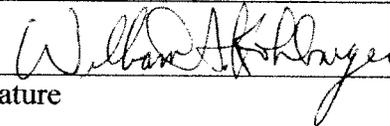
BRIEF SUMMARY OF ITEM:

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Manager/Building & Grounds Manager

NAME OF PRESENTER(s) OF ITEM: Town Manager/Building & Grounds Manager

William A. Kohbarger, Town Manager
Print Name


Signature

Town Office
Mailing Address

(775) 727-5107 ext 305
Telephone Number

#110

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 6-22-2010

TO: Town Board

FROM: William A. Kohbarger, Pahrump Town Manager

DATE: June 16, 2010

RE: Approval of Chief Tecopa Cemetery Fencing, Power Line Relocation,
Parking Lot and Equipment / Storage Yard Relocation Project

1.) Background

This project consists of the removal of existing equipment / storage yard to the southeast corner of Chief Tecopa Cemetery (land outside of existing fence property), adding 400ft. of 6 foot high chain link fence for a new equipment / storage yard and relocating the power line to service the new equipment / storage yard. Moving the equipment yard will clear an area large enough to allow for a twenty-plus car parking area.

2.) Fiscal Impact

Amount not to exceed \$8,000 from the Cemetery Fund

3.) Town Manager Recommendation and Board Action Requested

The Town Manager recommends that the Town Board *move to approve* Chief Tecopa Cemetery Fencing, Power Line Relocation and Parking Lot Project in an amount not to exceed \$8,000 from the Cemetery Fund.

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



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
6/15/2010

DATE OF DESIRED BOARD MEETING
6/22/2010

CIRCLE ONE: Discussion, Action, Decision or XXXXXXXXXX

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision on Acceptance of the Renewal Proposal from the Nevada Public Agency Insurance Pool (POOL) and Approval for Payment from Fiscal Year 2010-2011 Funds 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:

Mr. Wayne Carlson, Executive Director of the POOL/PACT will be present at the Town Board meeting to present the renewal and answer any and all questions the Town Board may have pursuant to the Town's insurance.

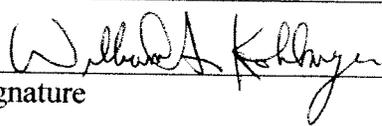
BACKUP ATTACHED: YES NO

SPONSORED BY: Town Manager

NAME OF PRESENTER(S) OF ITEM: Wayne Carlson, Executive Director

William A. Kohbarger, Town Manager

Print Name


Signature

Town Office

Mailing Address

(775) 727-5107 ext 305

Telephone Number

#111

Nevada Public Agency Insurance Pool



Summary of Services

Prepared For:

Town of Pahrump



NPAIP Membership

Counties:

Carson City
Churchill County
Douglas County
Elko County
Esmeralda County
Eureka County
Humboldt County
Lander County
Lincoln County
Lyon County
Mineral County
Nye County
Pershing County
Storey County
White Pine County

School Districts:

Carson City School District
Churchill County School District
Douglas County School District
Elko County School District
Esmeralda County School District
Eureka County School District
Humboldt County School District
Lander County School District
Lincoln County School District
Lyon County School District
Mineral County School District
Nye County School District
Pershing County School District
Storey County School District
White Pine County School District

Fire Districts:

North Lake Tahoe Fire Protection District
Pahrangat Valley Fire District
Sierra Fire Protection District
Tahoe Douglas Fire Protection District
Truckee Meadows Fire Protection District
Washoe County Fire Suppression District
White Pine Fire District

Cities:

Boulder City
City of Caliente
City of Carlin
City of Elko
City of Ely
City of Fernley
City of Lovelock
City of Mesquite
City of Wells
City of West Wendover
City of Winnemucca
City of Yerington

Towns:

Town of Gardnerville
Town of Genoa
Town of Minden
Town of Pahrump
Town of Round Mountain
Town of Tonopah

Special Districts:

Alamo Water & Sewer District
Amargosa Library District
Beatty Library District
Beatty Water & Sanitation District
Canyon General Improvement District
Carson-Truckee Water Conservancy District
Carson Water Subconservancy District
Churchill County Mosquito, Vector and Weed Control District
Coyote Springs General Improvement District
Douglas County Mosquito District
East Fork Swimming Pool District
Elko County Agricultural Association
Gardnerville Ranchos General Improvement District
Incline Village General Improvement District
Indian Hills General Improvement District
Kingsbury General Improvement District
Lakeridge General Improvement District
Lincoln County Water District
Logan Creek Estates General Improvement District
Lovelock Meadows Water District
Marla Bay General Improvement District
Minden Gardnerville Sanitation District
Moapa Valley Water District
Nevada Tahoe Conservation District
Pahrump Library District
Pershing County Water Conservation District
Sierra Estates General Improvement District
Silver Springs General Improvement District
Skyland General Improvement District
Smoky Valley Library District
Stagecoach General Improvement District
Sun Valley General Improvement District
Tahoe Douglas District
Tahoe Reno Industrial General Improvement District
Tonopah Library District
Virgin Valley Water District
Walker River Irrigation District
Washoe County Water Conservation District
West Wendover Recreation District
Western Nevada Development District

Others:

Central Nevada Regional Water Authority
County Fiscal Officers Association of Nevada
Douglas County Redevelopment Agency
Elko Central Dispatch
Humboldt River Basin Water Authority
Nevada Association of Counties
Nevada Commission for the Reconstruction of the V & T Railway
Nevada League of Cities
Nevada Rural Housing Authority
Pershing County Tourism Authority
Truckee Meadows Regional Planning Agency
U.S. Board of Water Commissioners
Virginia City Convention & Tourism Authority
Western Nevada Regional Youth Center
William Bee Rife Hospital



NEVADA PUBLIC AGENCY INSURANCE POOL (POOL) COVERAGE SUMMARY

RENEWAL PROPOSAL	COVERAGE PERIOD	NAMED ASSURED	MAINTENANCE DEDUCTIBLE
	07/01/2010 - 07/01/2011 Standard Time	Town of Pahrump	\$2,000 all perils each and every loss

SECTION V. PROPERTY LIMITS

Blanket Limit per schedule of locations on file with POOL subject to a maximum limit of \$300,000,000 per loss. The following sub-limits apply to Section V. C. Extensions of Property Coverage:

Accounts Receivable	\$5,000,000 per loss
Arson Reward	10% up to \$25,000 per loss
Earthquake	\$100,000,000 aggregate
Flood	\$100,000,000 aggregate \$10,000,000 aggregate - Flood Zone A
Equipment Breakdown	\$60,000,000 per loss
Loss of Income & Extra Expense	included
Hazardous Substance Coverage	\$250,000 per loss
Spoilage Coverage	\$250,000 per loss
Data Restoration	\$100,000 per loss
Expediting Expenses	\$25,000 per loss
Unintentional Errors and Omissions	\$5,000,000 per loss
Money and Securities	\$500,000 per loss
Transmission Facilities	\$100,000 per loss
Vehicle Replacement	Per Attachment E, if applicable

SECTION VI. LIABILITY LIMITS

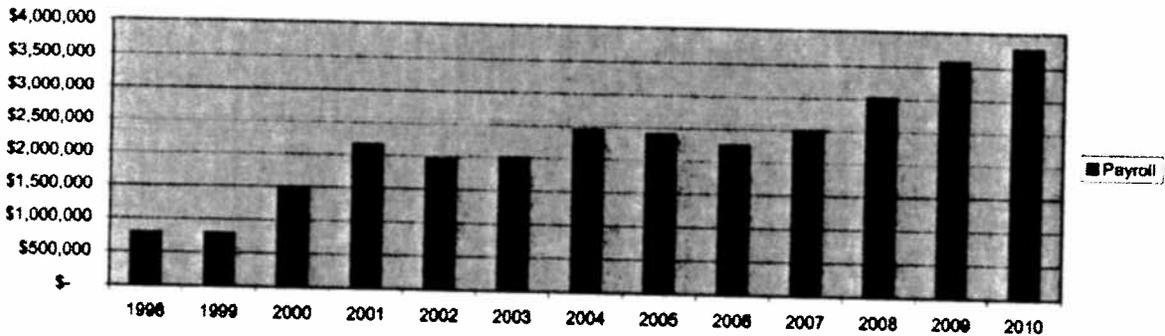
The Limits of Liability are as follows :

Combined Single Limit	\$10,000,000	Each Event/Each Member
Liability Limits are further subject to sub-limits, Member Annual Aggregate Limits and Group Annual Aggregate limits.		
Retroactive Date	Per Attachment C & D	

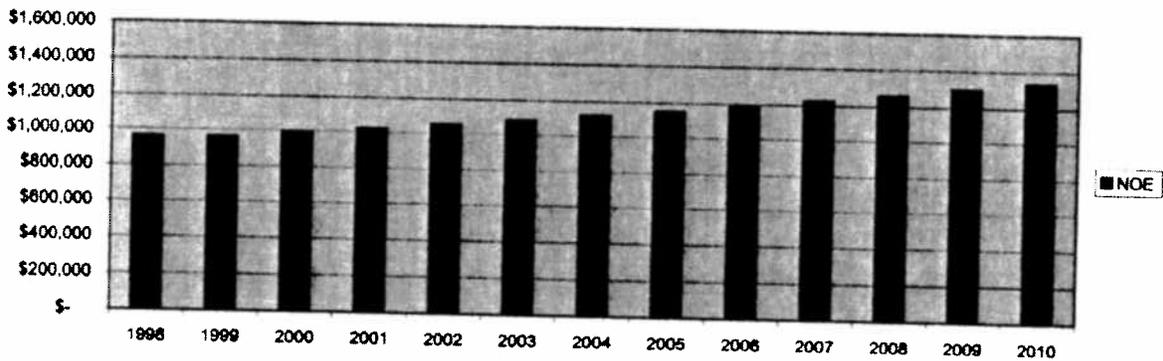
This Coverage Summary is intended only as an illustration of coverage proposed. Please refer to the POOL Coverage Form edition date 07/01/2010 for specific coverage details.

TOTAL COST:	\$150,487.72
AGENT COMMISSION:	\$ 10,532.00
TOTAL PROGRAM COST:	\$161,019.72

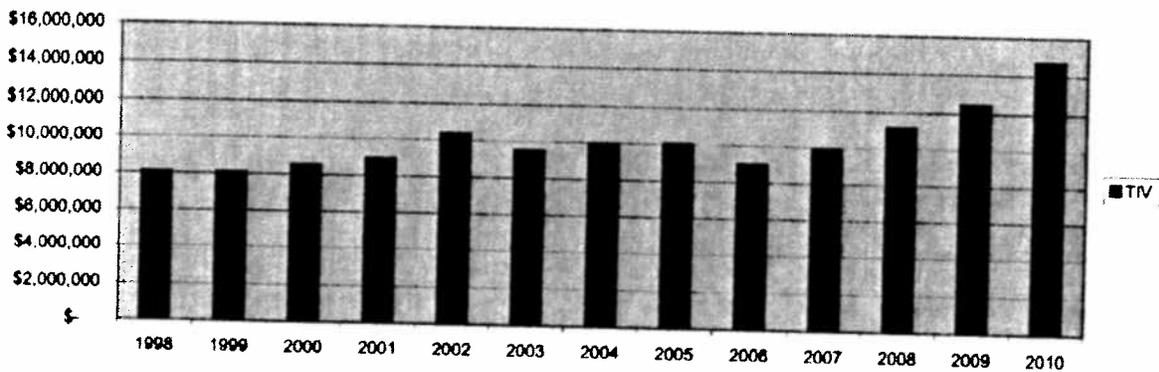
Town of Pahrump Payroll



Town of Pahrump Net Operating Expenditures



Town of Pahrump Total Insured Value



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
6/15/2010

DATE OF DESIRED BOARD MEETING
6/22/2010

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

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision on Approving the MOU for the Family Movie Night in the Park Series Program in an amount not to exceed \$4,000 from the Parks Room Tax 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.

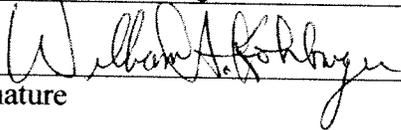
BRIEF SUMMARY OF ITEM:

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Manager/Building & Grounds Manager

NAME OF PRESENTER(S) OF ITEM: Town Manager/Building & Grounds Manager

William A. Kohbarger, Town Manager
Print Name


Signature

Town Office
Mailing Address

(775) 727-5107 ext 305
Telephone Number

#12

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 6-22-2010

TO: Town Board

FROM: William A. Kohbarger, Pahrump Town Manager

DATE: June 16, 2010

RE: Approval of *Family Movie Night in the Park Series Program*

1.) Background

The movie night program was started 3 years ago by the Parks and Recreation Advisory Board. This program has been a great success with attendance growing from 300 to over 600 residents per showing.

2.) Fiscal Impact

Family Movie Night in the Park Series Program in an amount not to exceed \$4,000 from the Parks Room Tax Fund.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager recommends that the Town Board *move to approve Family Movie Night in the Park Series Program* in an amount not to exceed \$4,000 from the Parks Room Tax Fund.

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

VENDOR AGREEMENT – “PAHRUMP MOVIE NIGHTS”

THIS VENDOR AGREEMENT (“Agreement”) is made as of the ___th day of _____, 2010 (the “Effective Date”) by and between ENTERTAINMENT CONCEPTS (“Contractor”), and the TOWN OF PAHRUMP, an unincorporated township of the State of Nevada (“Town”).

WHEREAS, Town holds an annual event entitled “Pahrump Movie Nights” at a designated location within the boundaries of the Town (“Event(s)”).

WHEREAS, Town desires to engage Contractor to provide services for presenting the movies for the Event (“Movie Services”), and Contractor desires to provide the Movie Services, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 DUTIES OF CONTRACTOR

1.1. Scope of Duties. Contractor will undertake and perform to provide and manage the Movie Services for the Event at the designated event site (“Site”):

a. Contractor shall supply a 21x30 foot inflatable movie screen, projector, sound, and technician.

b. Contractor shall supply the rights to any and all necessary licensing for presentation of the motion pictures.

1.2. Indemnification. Contractor agrees to indemnify, defend, and hold harmless Town and its board, officers, agents, and employees from and against any and all claims, losses, actions, or judgments for damages or injury to person or property, arising out of or in connection with the act and/or omission of Contractor or its employees, agents, or representatives under this Agreement.

1.3. Insurance. Contractor agrees to obtain and keep in force during its acts under this Agreement a general liability insurance policy by an insurance carrier authorized to do business in the State of Nevada in the minimum amount of \$1,000,000.00 , which shall name and protect Contractor, its employees, agents, and representatives from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the Contractor’s acts or omissions. Contractor shall also add the Town and any applicable property owner as an additional insured. Contractor shall also provide proof of liability coverage as set forth above to Town prior to commencing its services herein, and require the insurer to notify Town ten (10) days prior to cancellation of said policy.

1.4. Worker’s Compensation. Contractor shall maintain in full force and effect worker’s compensation for Contractor and any employees, agents, or representatives that the Contractor may employ and provide proof to the Town of such coverage or that such coverage is not required under the circumstances.

1.5. Directives. Contractor shall comply with and abide by any reasonable and lawful directives issued by any authorized agent of the Town.

1.6. Compliance with Laws. Contractor shall comply with and abide by all federal, state, and local laws, rules, regulations, and ordinances.

1.7. Compensation. Within thirty (30) day(s) after submission of an invoice for each Event, Town shall pay Contractor \$800.00, according to the following movie schedule:

Saturday evenings on August 7, 14, 21 and 28th 2010. The \$800 breakdown per movie equates to: \$550.00 for Contractor to supply the inflatable screen, one projector, sound system, player, and one technician. An additional \$250.00 per showing for the Contractor to provide licensing for each approved Fox film (excluding Avatar).

1.8. Suspension/Cancellation. Contractor shall be present on the Site and shall be ready, willing, and able to perform each and every duty required by it under this Agreement. The Town and Contractor shall mutually determine and agree in good faith to delay, suspend, or cancel any of the Contractor's duties when conditions are present that would render any such duties impossible, hazardous, and/or unsafe, including but not limited to riot, war, civil disturbance, national emergency, explosion, natural disaster, or other catastrophic event beyond the control of Contractor.

ARTICLE 2 DUTIES OF TOWN

2.1. Scope of Duties. The Town shall be subject to the following duties and obligations:

- a. Town shall provide the Site for the Event of such size and nature to accommodate the Movie Services.
- b. Town shall provide reasonable access to drinking water
- c. Town shall supply trash containers at the Site.
- d. Town shall supply security for the Site and Event

2.2. Parking and Access. The Town will provide parking for Contractor adjacent to the Site.

ARTICLE 3 TERM AND TERMINATION

3.1. Term. This Agreement shall be effective as of the Effective Date and shall terminate after conclusion of the final Event.

3.2. Earlier Termination of Agreement. This Agreement may be terminated prior to completion of the Term as follows:

a. This Agreement may be terminated by either party upon the failure of the other party to perform any material obligation required to be performed by it which is not remedied within five (5) days of the receipt of written notice thereof;

b. This Agreement may terminate automatically in the event that either party shall (i) cease conducting business in the normal course, (ii) become insolvent, (iii) make a general assignment for the benefit of

creditors, (iv) suffer or permit the appointment of a receiver for its business or assets or (v) avail itself of, or become subject to, any proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency, readjustment of debt or receivership law or statute.

c. In the event of a termination of this Agreement, Town shall pay all undisputed outstanding compensation and charges to the date of termination.

d. Within five (5) business days of the termination of this Agreement for any reason, and following full payment by Town to Contractor, each party shall return to the other all of the other's Confidential Information and any other property of the other held by each for purposes of this Agreement (including any copies or duplications).

ARTICLE 4 MISCELLANEOUS

4.1. Independent Contractor. The parties agree that Contractor and all its employees, agents, and representatives, or independent contractors of Town and in no way are employees or agents of Town and are not entitled to worker's compensation or any benefit of employment with the Town. Contractor agrees to pay and be responsible for all taxes due from any income generated from the Event or otherwise related to this Agreement.

4.2. Notices. Any notices, consents or approvals required or permitted to be given hereunder shall be deemed to be given and sufficient (i) three (3) days after deposit in the United States mails, if sent via certified or registered letter, return receipt requested, (ii) one day after deposit with a reputable overnight delivery or courier service, or (iii) after receipt of confirmation or answer back, if sent by telecopy with written confirmation to the receiving party, in each case, to the respective addresses set forth below.

If to Contractor:

Entertainment Concepts
P.O. Box 335267
North Las Vegas, NV 89033

If to Town:

Town of Pahrump
400 N. Hwy 160
Pahrump, NV 89060
Attn: Town Manager

4.3. Assignment. This Agreement may not be assigned by Contractor, in whole or in part, without the prior written consent of Town, which is free not to consent to any assignment, for any reason, or to consent to such assignment only on certain terms and conditions. A permitted assignee shall have all of the rights and obligations of the assigning party set forth in this Agreement.

4.4. Waiver, Limitation of Damages. The failure of either party to exercise any power or right to require performance by the other party of any part of this Agreement shall not affect the full right to exercise such power or to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision of this Agreement constitute a waiver of any later breach of the same or any other provision. No

term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

4.5. Choice of Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with, the internal laws of the State of Nevada, without giving effect to any principles of conflicts of law. Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of the State of Nevada for the purpose of any suit, action or other proceeding related to or arising out of this Agreement.

4.6. Attorney's Fees and Costs. In the event any dispute arising under, or as a result of, this Agreement, the prevailing party shall recover its costs and reasonable attorney's fees.

4.7. Severability. If any provision of this Agreement is held or declared to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

4.8. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any previous understandings or agreements, whether written or oral, in respect of such subject matter. The language used in this Agreement shall be deemed to express the mutual intent of the parties, and no rule of strict construction shall be applied to any provision hereunder.

4.9. Amendments. This Agreement may only be amended by a written instrument executed on behalf of each of the parties hereto.

4.10. Counterparts. This Agreement may be signed in two counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

ENTERTAINMENT CONCEPTS
By: _____
Name: _____
Title: _____
Date: _____

TOWN OF PAHRUMP
By: _____
Name: _____
Title: _____
Date: _____

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
6/15/2010

DATE OF DESIRED BOARD MEETING
6/22/2010

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

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision on Approving the Final Comments/Report from EPS pertaining to the Incorporation Study.

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:

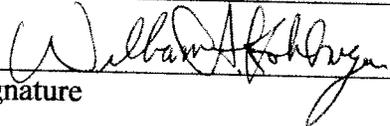
Final comments/report on the Incorporation Study.

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Board

NAME OF PRESENTER(s) OF ITEM: Town Board/Town Manager

Nicole Shupp, Town Board Chairman
Print Name


Signature

Town Office
Mailing Address

(775) 727-5107
Telephone Number

#B

MEMORANDUM

To: William Kohbarger, Town of Pahrump
From: Richard Berkson
Subject: Responses to Questions, Pahrump Incorporation Feasibility
Date: May 18, 2009

The Economics of Land Use



As you requested, I have compiled the questions received related to the Pahrump Incorporation Feasibility Analysis (January, 2010) along with my responses. These responses were previously transmitted to the Town for posting and distribution, and can be attached as Appendix D to our report.

The questions raised many excellent points, and the responses clarified and expanded upon information contained in the report. None of the comments identified new information that would lead me to change the report's fundamental conclusion that a new city could be financially feasible, under the assumptions listed.

As described in the report, the new city would take responsibility for services currently provided by the County. In exchange, a portion of current County revenues equal to the costs would be shifted to the city. This results in no net increase in total property tax and CTX revenues currently collected by the County and the Town together. However, there would be a slight increase in the combined property tax rate within the new city of about 3-4 percent, since the property tax revenue shifted from the County to the new city will be spread over a smaller assessed value base.

However, some additional services and related costs will be incurred that are unique to the new city, and would not justify a transfer of County revenues. For example, the new city will require a clerk, and municipal court. The new city will need to use reserves or other resources to meet this additional cost, as well as to meet current needs of the Town.

While the level of staffing for services currently provided by the County has been changing as a result of recessionary conditions and reduced revenues, the analysis assumes that the new city would provide a

*Economic & Planning Systems, Inc.
2501 Ninth Street, Suite 200
Berkeley, CA 94710-2515
510 841 9190 tel
510 841 9208 fax*

*Berkeley
Sacramento
Denver*

www.apsys.com

similar level of service funded by a corresponding level of revenues to be transferred from the County. The community would continue to receive a level of service comparable to current services, reflecting current reductions in both cost and funding.

Many of the questions received asked about the process of incorporation, which is described in the responses, and potential future costs. Experiences in Nevada (namely, Fernley) as well as new California cities have shown that a significant amount of effort by the community will be required to thoughtfully plan and execute the transition to cityhood, if the process moves forward. These efforts will help to refine the estimates and services plans contained in the feasibility study, and to update the assumptions as necessary for current fiscal conditions. This process will continue through the review by state agencies and up to the point of incorporation as well as during the initial transition year (or multiple years) following incorporation. Collaboration between the County and the residents of the Town will facilitate this process. In the case of Fernley, many of the costs required to incorporate (e.g., mapping, etc.) were funded by contributions from the community.

Other questions expressed concern about the transfer of funds from the County to the new city. As described in the responses, Nevada laws provide mechanisms for this transfer, however, in many cases the laws were not explicitly written for incorporation. Incorporation could be structured to be contingent on the transfer of funds as part of the legislative approvals of the proposed City charter, if the incorporation follows that incorporation option. Thus, the new city would only be approved if the transfers of funds are approved concurrently.

APPENDIX D: QUESTIONS ABOUT INCORPORATION

Q. What would be the Standard & Poor's Rating of the newly incorporated City? The Dun & Bradstreet Report?

- A. There would not be one. Neither the Town of Pahrump nor Nye County has ever been rated.

Dun and Bradstreet (D&B) provides credit ratings primarily for commercial businesses. Although D&B can and does prepare credit reports on government entities, it is not common nor is a credit report generally required for a city to conduct its operations. A D&B "D-U-N-S® Number" is a unique nine-digit identification sequence, which provides a unique identifier which can be obtained by any entity, including municipalities (for example, it is sometimes required as a tracking mechanism for federal grants).

Standard & Poor's, as a credit rating agency CRA), issues credit ratings for debt issued by public and private corporations.

Q. What are the criteria in the statutes for transfer of funds from the County to the City? Who decides what and how?

- A. NRS 354.5987 describes the process for establishing the property tax rate for a new entity. The statute provides several criteria applicable to the transfer:
- The allowed revenue from taxes ad valorem of all local governments in the county must not be increased.
 - Nevada Tax Commission shall allow a tax rate for operating expenses of at least 15 cents per \$100 of assessed valuation in addition to the tax rate allowed for any identified and restricted purposes and for debt service.
 - The allowed revenue from taxes ad valorem attributable to the new local government for the cost of performing a function must equal the total of the amounts subtracted for the prior cost of performing the function from the allowed revenue from taxes ad valorem of the County.
 - Total revenue allowed to all local governments for performance of substantially the same function in substantially the same geographical area must not be increased.
 - The allowed revenue from taxes ad valorem of any local government is established by the Nevada Tax Commission for the first fiscal year it is in existence. The Nevada Tax Commission requests the Committee on Local Government Finance to prepare a statement of the prior cost of performing the function. The Nevada Tax Commission may accept, reject or amend the statement of the Committee on Local Government Finance. The decision of the Nevada Tax Commission is final.

- A. NRS 360.740 addresses a request for the transfer of consolidated tax revenue (CTX), and includes the following criteria:
- If the new city provides a service that was provided by another local government (e.g., the County), the amount allocated to the County must be decreased by the amount allocated to the new city.
 - The Nevada Tax Commission must consider the effect of the distribution of CTX to the new city on the amounts that the other local governments and special districts that are located in the same county will receive.
 - The Nevada Tax Commission must compare the amount of CTX to the new city to the amounts allocated to the other local governments and special districts that are located in the same county.
 - The request for CTX must be submitted on or before December 31 of the year immediately preceding the first fiscal year that the new city would receive CTX.

Following a request from the governing body of a local government by majority vote, the Nevada Tax Commission directs its Executive Director to review the request and then submit findings to the Committee on Local Government Finance. If the Committee determines that the distribution of money to the new city is appropriate, it submits a recommendation to the Nevada Tax Commission. If the Committee determines that the distribution is not appropriate, that decision is not subject to review by the Nevada Tax Commission. The Nevada Tax Commission holds a public hearing; if it determines that the recommendation of the Committee on Local Government Finance is appropriate, it orders the Executive Director to distribute the CTX to the new city.

Q. Once the decision is made to become a city, what are the costs associated to transition from unincorporated town to incorporated city. How much money would Pahrump need to cover hidden costs, unexpected costs, contract (union) transfers, legal contracts, charter, etc.?

- A. The exact amount is difficult to predict, however, it is clear from the Fernley incorporation that it would be prudent to plan on at least \$20,000 to \$50,000 to cover transition and unanticipated costs. As noted below, the costs will partly depend on the level of community involvement.

Prior to incorporation, if the Town pursues the route of legislative approval of a charter, it is likely that some legal review and assistance would be required. There are examples of charters that the Town could use as a basis for its charter, minimizing the amount of legal work required.

The Town of Fernley provides one example of the process. After the decision was finalized, but before officially becoming a city, the Town appointed a number of working groups to address issues related to the transition. These issues included contract negotiations, labor issues, hiring of staff, and negotiations with the county over assets. Apparently some Town staff time was contributed to the tasks; however, it was largely a volunteer effort due to limited staff capacity.

The incorporation process also entailed various costs which were borne by the Incorporation Committee, including the election cost, and the cost for a survey which is required. Initially the Committee submitted these costs to the new city for reimbursement; however they subsequently withdrew their request.

The new city hired a firm to assist with financial transition issues during its first several months, in 2001, at a cost of approximately \$12,000. The new city also received some assistance related to human resources and the addition of staff classifications, from staff of the municipal insurance pool to which it belonged. The costs for insurance did increase as the Town became a city and took on more responsibilities. The new city also arranged to extend coverage to protect Town board members against lawsuits for some period of time after the town ceased to exist. The level of legal work required for the new city increased compared to the legal costs for the Town.

During the new city's first year, many of the ongoing transition issues and negotiations were addressed by advisory committees, city staff, and the city council. Some issues extended beyond the first year. For example, services and costs for animal control had not been anticipated during the feasibility process; the new city investigated short-term contracts with neighboring jurisdictions, and eventually added its own staff. The municipal court and related costs and revenues were an initial uncertainty which took much time to decide on the appropriate form of court operation, and the required costs and revenues that could be accrued. The new city required additional investments in vehicles, and financial accounting systems.

Q. Is information available from cities that have made this change and what was the variance between their budget and their actual expenses?

- A. Budget documents are available for the initial years of the new city of Fernley beginning in 2001, which was the last new Nevada city in the past 20 years. However, the budgets do not document budgeted vs. actual expenditures. Nonetheless, there are several instructive issues that can be learned from the budgets and the city's minutes.

As noted in the prior response, there were a number of issues such as animal control that were not anticipated prior to incorporation, and other issues, such as setting up a municipal court, for which information was lacking to adequately plan for the likely costs.

During the initial years of the new city, high rates of growth were experienced that helped to fund transition costs and service expansion. The city also operated utility enterprises which helped to offset some overhead costs. These revenues helped to cover certain additional costs for the new city which included:

- Creation of a GIS system and electronic-based maps of the new city
- Election costs (every two years)
- Additional costs for vehicles for new staff
- Animal control staff and vehicles

- Lease of additional temporary office space.

According to the city's minutes midway through the first year, it was reported that overall "the revenues and expenses are in line with the budget" (December 5, 2001). By the end of the first year, the city manager stated that "...the budget is balanced at 6.5 million dollars and the general fund ending fund balance is \$331,000..." plus future augmentations that may come as a result of changes to franchise fees. The new city did not increase its property tax rates during its initial years, and apparently were very fiscally conservative, according to information from the original city manager.

Q. Did this study group visit Fernley?

- A. EPS corresponded with staff of Fernley and Lyon County via telephone and email to obtain information regarding the incorporation of Fernley, the city's budget, and service arrangements between the city and the county. EPS also reviewed budgets and minutes from the initial year of the new city, and corresponded with the first city manager.

Q. Fernley is reputed to be in financial distress. Why?

- A. The Fernley city council currently is dealing with a budget shortfall of \$455,000, which the city council is addressing through a combination of layoffs and attrition.

The Fernley City Council recently voted to terminate the employment of their long-time Finance Director/City Treasurer at their March 4th meeting, citing an unforeseen budget shortfall and ongoing irregularities in the city's financial reporting as the primary impetus for the ouster. It is likely that declining revenues due to the recession were a major contributing factor in the shortfall; property taxes and other revenues are declining throughout Nevada, contributing to budget difficulties. The unforeseen nature of the shortfall also may have contributed to the magnitude of the problem and the severity of the measures required to address the problem.

Q. Will we have to have service districts to pay for the services that an incorporated Pahrump would have to assume?

- A. The feasibility of the city is predicated on the transfer of funds (property tax, consolidated tax) from the County to the new city in an amount equal to the costs of the new services that the city would assume from the County. Therefore, no new service districts are anticipated.

One exception is the municipal court that the city will require which currently is not provided by the County. However, it is likely that a portion of the cost of the municipal court will be covered by court fees and fines. It is possible that the new city may be able to collaborate with the current justice court; many of the city's ordinances are likely to be similar to County ordinances, therefore the existing court system may have some capacity to handle city cases which currently would be heard by the justice court.

Q. Would there be a tax increase to pay for such services?

- A. As noted above, it is anticipated that the transfer of revenues from the County to the new city would be sufficient to fund most of the services assumed by the city which previously were provided by the County (with the exception of the municipal court, noted above). State law includes a provision whereby the entity receiving an increase in property tax to fund a transfer of services may also request an increase to cover related administrative costs; however, this administrative increase in property tax was not assumed in the feasibility study in order to minimize any potential increases in existing property tax rates.

The feasibility study estimated that the current cumulative property tax rate paid by residents of Pahrump could increase 3-5%, even if the County's current property tax revenues are reduced by the amount that the new city's property tax revenues are increased. This is due to the spreading of the same amount of property taxes over a smaller city property tax base.

Q. Have you checked with Ely and White Pine County about the budget dispute in regard to the Sheriff's Department?

- A. The city has been paying about \$672,500 to the County for police protection; a sum the County has said must be increased to cover actual costs. This year, the city said its revenues had been hard hit and it could only pay \$300,000 for the service. This situation could result in lower levels of service to the city, and/or contribute to budget shortfalls by the County. Other alternatives include the city providing its own police force; however, it would still face the same problem of funding required levels of service.

The population of Ely is about 4,000, which is significantly smaller than the population of Pahrump, which is close to 40,000. Financial feasibility is more challenging, as it has fewer financial resources, yet must still maintain a minimum size of staffing.

If a new city of Pahrump contracts with the County Sheriff, a negotiation process would be necessary every year to determine contract costs and levels of service. A recessionary reduction in revenues, and increasing Sheriff costs, would further complicate the negotiation process as is occurring in White Pine County. While it is not recommended that the new city create its own police department upon incorporation, this would remain as a long-term option. This option would not insulate the city from funding difficulties during a recession, but would reduce contractual conflicts with the County.

Q. What has been the experience of newly incorporated cities in California?

- A. Attached is a summary of information collected on several newly incorporated California cities. The information was prepared during the analysis of a proposed new city in Carmel Valley near Monterey, in November 2008. The information is based on interviews and reviews of city budgets.

**Q. Should the analysis consider reduced revenue expected in the near future?
Property taxes, sales taxes and gaming taxes are all down.**

- A. The analysis assumed negligible new development or growth in assessed value for the next few years, followed by a recovery in real estate conditions. Since the report was prepared, budget conditions have worsened, and County staff layoffs have occurred. The new city will be faced with lower revenues, but will also be taking over County services at a reduced staffing level and lower cost. If the economy is at or near its bottom, then the new city will benefit from the upside of future growth. However, if the new city is formed and the economy worsens and tax revenues decline, the new city will be faced with greater budget shortfalls than if it remained a town.

Q. Why did the incorporation study not mention Payments Equal to Taxes?

- A. The study assumed that the County would transfer an amount of property taxes equal to the cost of services transferred. This revenue would not necessarily include Payments Equal to Taxes (i.e., taxes paid by federal agencies for property that would otherwise be exempt from taxes within a jurisdiction, such as Dept. of Energy properties), unless the subject properties were within the new cities boundaries and to be served by the new city. If this is the case, then they should be considered as part of the calculation of revenues transferred from the County to the new city, along with the associated service responsibilities.

Q. If the Town goes forward with incorporation, what is the exact sequence of events in the process?

- A. The Town has two options if it moves forward: 1) the steps defined in Nevada Revised Statutes (NRS); or 2) submittal of a city charter for approval by the State legislature. The feasibility study describes both approaches.

In summary, the NRS require a petition signed by voters, followed by a series of hearings at the State and local level to review feasibility and information submitted as part of the incorporation process. A vote by residents subsequent to the hearing process is the final determination, assuming the proposal has met the NRS standards pursuant to the review process. The specific steps were summarized in Appendix A of the incorporation feasibility analysis (attached). At this point in time, the soonest a new city could begin operations would be July 1, 2013.

The alternative process is to submit a bill to the legislature which would include a city charter. While not spelled out in NRS, presumably the Town would precede this step with a vote of its residents before moving forward (the Town may wish to hold an advisory vote in the first option described above, as well). The legislature meets in odd-numbered years (with the exception of special sessions), so the first legislative session would begin in February 2011. A bill would be submitted with the proposed new city charter; all of the information required for the NRS step described above would be reviewed as a part of the legislative process by the same State departments, as well as the legislature (see the Appendix A for a description of information requirements). It would also be prudent to include provisions for the transfer of property tax and CTX as part of the legislative

process. It is uncertain how long the legislative process would require; if successful, it is likely that the new city could begin by July 1, 2012.

Q. What are the costs?

- A. As noted in other responses to questions dated 15 March, in the last Nevada Incorporation (Fernley), most of the costs of incorporation were borne by the Incorporation Committee, not the Town of Fernley. The costs included election costs and the cost of an official survey. Some additional legal costs may be incurred in the process of preparing and reviewing legislation. Much of the preparation work (feasibility analysis, data collection, etc.) was done by citizen volunteers.

The 15 March responses provide additional information about potential costs post-incorporation, during initial transition from the County to the new city.

Q. Would there be extra costs road maintenance?

- A. The new city would take over responsibility for road maintenance from the County, as shown in the feasibility analysis. The new city would also gain gas taxes and road fund revenues to help offset these costs.

Q. Have you taken into account the declining economy in your projections?

- A. The analysis assumed negligible new development or growth in assessed value for the next few years, followed by a recovery in real estate conditions. Since the report was prepared, budget conditions have worsened, and County staff layoffs have occurred. The new city will be faced with lower revenues, but will also be taking over County services at a reduced staffing level and lower cost. If the economy is at or near its bottom, then the new city will benefit from the upside of future growth. However, if the new city is formed and the economy worsens and tax revenues decline, the new city will be faced with greater budget shortfalls than if it remained a town.

Q. The Charter that results from incorporation-- How does it become law?

- A. The charter will be attached to a bill that will need to receive approval of a majority of the legislature. If the bill is approved, the charter becomes the document that will govern the new city. If the bill is not approved, the incorporation will not become effective.

Q. How much "teeth" do NRS 354.587 & 360.74 have to force allocation of funds?

- A. The NRS provide the mechanisms and legal basis for transferring revenues subject to the criteria and process established in the NRS. The transfer of revenues is intended to accompany the transfer of service costs from one entity to another, although the NRS do not explicitly indicate that the transfer is to occur upon incorporation. If incorporation occurs as a result of legislation as addressed in the prior question, the bill could include language to effectively add "teeth" to the transfer of revenues if the bill is approved.

Q. How was the figure of \$220,000 arrived at for establishing a Municipal court?

- A. \$220,000 is the estimate of the net cost to the new city for all services after considering the transfer of revenues from the County. Services include not only the municipal court, but also a city clerk, and other changes to service costs (legal, insurance, etc.).

As described on page 22 of the Incorporation Feasibility Analysis, A preliminary budget for the Municipal Court includes total costs of approximately \$330,000. The budget is based on the municipal court budgets for the cities of Fernley and Mesquite, which operate a consolidated Justice and Municipal Court; the costs ranged from \$250,000 to \$330,000 annually, respectively, as shown in Appendix B Table 7. The costs represent the city's contribution towards the total costs of the system. A portion of the costs will be offset by fees and charges, and other revenues collected by the Court, assumed to equal about 60 percent of costs, based on the Fernley budget. The municipal court may retain certain revenues which currently accrue to the State, to the extent that the municipality adopts the corresponding State ordinances. The budget estimates indicate a net city cost, after court revenues, of approximately \$130,000. It is expected that these estimates would be refined if the incorporation process moves forward, as further data is obtained, analysis conducted, and discussions occur with the existing court system.

Q. Are there any "hidden costs" to incorporation?

- A. This question was also addressed in the response to questions from the March 11th workshop. The Fernley incorporation was reviewed for unanticipated costs. These included costs for the incorporation process (i.e., a mapping of boundaries, and election costs), which were eventually borne by the incorporation committee. During the initial several months, the new city hired a firm to help with financial transition issues at a cost of about \$12,000. Insurance was extended for prior Town Board members, which was not anticipated (no cost estimate available). The new city also had not anticipated costs for animal control. While the Incorporation Feasibility Analysis has attempted to identify all possible costs, it will be necessary to continue to refine the services and cost estimates if the incorporation process moves forward to reduce the potential for "hidden" costs and to develop a contingency plan to address uncertainties and future decisions (e.g., whether the new city contracts with the County or with private service providers, and whether additional space rental costs and/or vehicles or other startup costs will be required).

Q. Pahrump has the lowest tax rate in the County. If we go to the tax rate that is in effect in the rest of the county, does that account for the 3-4% increase suggested by the Draft Report?

- A. The new rate for the residents of Pahrump is based on shifting a portion of the County's current tax revenues to the new city in an amount equal to the shift of County costs to the new city. The resulting rate will differ from elsewhere in the County since the mix of taxing entities and their tax rates are different.

While the new city's tax rate will be greater as a result, compared to the current Town rate, there will be an offsetting reduction in the County's tax rate. However, the County

reduction is not exactly equal to the new city's increase. The 3-4% increase in the rate is because the revenues shifted from the County are spread over a smaller assessed value base; therefore the effective rate is greater. The reduction in County tax revenues are spread over more tax payers and assessed value, therefore the rate collected from the total County base is less than the rate applied within the new city, even though the total dollars shifted are the same.

Q. If we incorporate, what happens to the County Commissioners? What financial responsibility do we still have to them?

- A. There should be no change in the composition of the County Commission. The County will continue to collect tax revenues to fund County services, although the service responsibilities and oversight of the County and the Commissioners will be reduced.

Review of New California Cities

Prepared for the Proposed Incorporation of Carmel Valley (Nov. 2008)

As you requested, we have reviewed several new cities incorporated within the past ten years. The purpose is to provide information about the new cities' fiscal performance relative to expectations when they were initially formed.

Although the new cities are each unique in terms of demographics, land use, development potential, revenue base, and services provided, they do share certain similarities. Because new cities are formed from previously unincorporated areas served by counties, services are generally limited in the new cities' early years. Over time, municipal services such as recreation, cultural services and economic development are added as revenues allow.

Generally providing limited services immediately following incorporation, new cities initially rely on contract services provided by the County and on contracts with private firms and individuals. Thus, they have not developed the bureaucratic structure and expansion of staff titles, positions and employee benefits that are more commonly found in more established and older cities. This approach provides a "lean" management necessary for a "start up", but that also can help to manage adverse economic cycles.

The new cities listed below characterize the transition from unincorporated community under the management of a county serving a much larger area, to a municipality managed by, and responding to its residents. The cities gained local land use control and improved public services and facilities, while maintaining fiscally prudent practices. As with all California cities, they are wrestling with adverse economic conditions and reductions in State funding; however, they all appear to be in relatively good financial condition with substantial reserves to weather the downturn.

We have not done a broader survey of newly incorporated cities but feel these three are generally representative. We are aware of no newly incorporated cities that are in the same degree of severe fiscal distress experienced by some established cities (e.g., Vallejo).

Goleta – The City of Goleta, population 30,400, has experienced minimal growth (less than 1 percent annually) since its formation in 2002. As of June 30, 2007 the city had reserves of \$7.5 million, or approximately 50% of General Fund revenues. In the initial years of cityhood, the staff continued to refer to the Comprehensive Fiscal Analysis (CFA) as a guide. The CFA's estimates for FY08 General Fund revenues were about 5 percent less than actual revenues, after adjusting the CFA for inflation; the CFA's cost estimates were about 2 percent above actual costs.

Oakley – The City of Oakley, population 33,200, has grown faster than 3 percent annually since its formation in 1999. The City maintains reserves equal to 20 percent of expenditures; in the current budget year it had reserves exceeding 20 percent that it applied towards capital improvements. In addition, the City maintains a contingency reserve of at least 2 percent, as well as reserves for employee benefits, claims and equipment replacement. Although it is experiencing a flattening of revenues, it is able to add police officers. It is managing other costs by shifting staff responsibilities, e.g., building inspectors are being assigned to increased code

inspection and enforcement, and contract building and engineering staff are being reduced. The City did not have a revenue neutrality impact on the County, and therefore does not make mitigation payments. The City also benefitted from the existence of police special taxes when it was formed; these taxes transferred to the City's benefit, without a corresponding adverse impact on the County. No direct comparison to the original CFA is available.

Rancho Santa Margarita – The City of Rancho Santa Margarita became a city on January 1, 2000 with a population of approximately 48,000. Growth has been minimal, as the area was a master-planned community near buildout. Some additional commercial development did occur, including car dealerships and big box retail, which improved sales tax revenues above expectations. The City has significant General Fund balances of \$12.8 million compared to General Fund expenditures of \$17.5 million. The City currently shares certain revenues with the County in addition to revenue neutrality; however, these payments will end within a few years, improving the city's fiscal conditions. Both the costs and revenues are higher than originally projected in the CFA due to strong real estate appreciation and commercial development.

The CFA estimated positive Road Fund balances; however, in reality the City has not seen surpluses. However, the City has been aggressive about maintaining high road maintenance standards without significant General Fund contributions, and hopes to avoid General Fund contributions in the future. The city has spent \$17 million of its funds to build a new community center and city hall. The City is expecting revenues to flatten, however, feel in a good position considering their reserves, and their use of private firms to provide services, which minimizes their long-term cost obligations.

Summary of Incorporation Timeline

(extracted from Draft Incorporation Feasibility Analysis Appendix A, January 2010)

Note: this summary is intended to provide an overview of the process; the reader should refer to the statutes for the actual language and additional detail.

1. Committee of five qualified electors files a notice to incorporate with the county clerk, including copy of the petition to be circulated (266.018)
2. Petition must be signed by at least one-third of qualified electors, and filed within 90 days after notice to incorporate is filed (266.022)
3. County clerk verifies signatures and issues a certificate as to the sufficiency of the petition and notifies committee (266.023)
4. County clerk promptly files with the board of county commissioners
5. Upon receipt of certified petition, board of county commissioners within 30 days shall request a report from the Committee on Local Government Finance. The report must be prepared within 90 days after the report is requested (266.0261)
6. The board shall also transmit a copy of the petition to the Executive Director of the Dept. of Taxation, within 30 days, and to every other local government in the county (266.0261)
7. Any local government reviewing the report may report recommendations to the board no later than 60 days after receiving a copy of the petition (266.0262)
8. The Dept. of Taxation prepares a report of fiscal effects, including tax rates, and files it with the Committee on Local Government Finance within 30 days (266.0263)
9. The Committee on Local Government Finance approves or revises the statement of estimated effect at a public meeting, and transmits the statement to the county clerk within 30 days after receipt from the Department of Taxation (266.0263). If the Committee finds the area is unsuitable for incorporation, no further action may be taken unless reversed by district court (266.0265)
10. Within 14 days after board receives the report from the Committee on Local Government Finance, the board sets a public hearing that occurs within 14 to 30 days after setting the date (266.027). Additional hearings must be completed within 30 days after the initial hearing
11. Within 30 days of conclusion of hearing, the board issues an opinion and sets the election within 60 to 120 days after the opinion (266.029)
12. Upon approval of incorporation at ballot, the board designates a date for election of officers within 60 to 120 days after the initial election (266.036)
13. If election of officers is held on or before the 1st Tuesday after the 1st Monday of November, the effective date is July 1 of the following year; otherwise, it is one year from July 1 of the following year (266.042)

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 6/15/2010 DATE OF DESIRED BOARD MEETING 6/22/2010

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

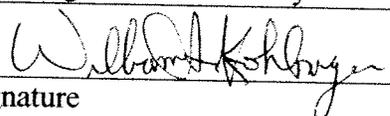
ITEM REQUESTED FOR CONSIDERATION:
Discussion and Possible Decision on Acceptance of a Settlement between the Town of Pahrump and Bar T Rodeo Company, Inc. Pertaining to the Rodeo Contract for an amount not to Exceed \$12,000.00 and All Matters Properly Related Thereto.
If request for funding is approved 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:
The Town entered into a three year contract with Bar T Rodeo for livestock and personnel for the annual Fall Festival rodeo. In the last year of the contract, 2010 the agreement required the Town to pay Bar T Rodeo \$30,850. Because there is no rodeo this year, the proposed settlement, which was agreed to by Bar T Rodeo during negotiations, will release the Town from its remaining obligations under the contract

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Manager

NAME OF PRESENTER(S) OF ITEM: Town Manager/Town Attorney

William A. Kohbarger, Town Manager 
Print Name Signature

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

#14

PAHRUMP TOWN BOARD MEETING
BOB RUUD COMMUNITY CENTER
150 NORTH HIGHWAY 160
TUESDAY – 7:00 P.M.
May 25, 2010

MINUTES

PRESENT:

Town Board:

Nicole Shupp
Bill Dolan
Vicky Parker
Frank Maurizio
Mike Darby

Staff:

Bill Kohbarger, Town Manager
Brett Meich, Attorney
Michael Sullivan, Finance Director
Al Balloqui, Community Business Economic Development
Scott Lewis, Fire Chief

1. Call to Order and Pledge of Allegiance.
Chairman Nicole Shupp called the meeting to order and led in the pledge of allegiance.
2. Discussion and possible decision regarding moving the order of, or deleting an agenda item(s).
(Action)
No Changes
3. Announcements (Non-Action)
Point of Order made by Bruce Calley, regarding Agenda item #'s 6 & 7. Item #6 being non action and Item #7 an action item and wanted clarification.
Brett Meich, clarified Item #6 is non-action and Item #7 is an action item.
Mr. Calley wanted both items to be listed as action items, so that public comments could be made.
Mr. Calley was assured there would be time for public comments, on both items.
Chairman Shupp asked for three standing at the podium at a time; no standing at the back of room and no discussion.
Vicky Parker read the announcements as prepared in the backup.
4. Advisory Board Reports, from Advisory Board Chairpersons and/or Town Board Liaisons on the status of Advisory Boards. (Non-Action)
There were no reports.
5. Discussion and possible decision concerning Town Board support/sponsorship of Petrack Park of Pahrump Valley Children's Egg Hunt, April 23rd 2011 (Saturday) 5:00 a.m. – 12:00 noon. (Action)
Vicky Parker asked Mr. Palmer if the Town is waiving proof of insurance, his reply was yes.

#15 b

Vicky Parker motioned that the Town Board support and co sponsor the Pahrump Valley Children's Egg Hunt, April 23rd 2011 (Saturday) Mike Darby seconded the motion.

Vote Passed 5-0.

6. Discussion and presentation regarding Pahrump Arts and Recreation Complex (The PARC) and Joshua's Community. (Non-Action)

Joseph D'Angelo made a presentation with power point slides, including community plan map, for the Pahrump Arts and Recreation Complex (The PARC) and Joshua's Community. (aka Living Waters Ministry, a 501C3) Mr. D'Angelo stressed, that their status was non denominational, not a church, and not here to preach.

Mr. D'Angelo stressed that he was not asking the Town for money; that the plans for the PARC and Joshua's Community would be privately funded. He continued that he would not create homelessness in Pahrump; rather his plans would bring in an 800 bed surgical hospital (to be built in 90 days) and various other buildings, schools, parks and recreation venues. Mr. D'Angelo stated that with local, county state and federal co-operation this type of project could be completed in Pahrump. Mr. D'Angelo stated that he had private money for this project and was ready to move toward making this project happen. Mr. D'Angelo stated that the McKinney-Vento Act would help obtain land from the Bureau of Land Management (BLM) to Housing & Urban Development. (HUD)

Mr. D'Angelo stressed several times that he did not require funding from the Town, only the help from the Town to acquire the property necessary for his proposed plans. The PARC project is scheduled to cost 1 billion dollars and be completed within three years.

Mr. D'Angelo asked the Town for support in getting the property. He asked that the Town Board vote to give Bill Kohbarger the authority to negotiate the contract.

Mike Darby asked about geothermal power. Mr. Darby showed a map that shows that the Pahrump Valley lacks any geothermal possibilities. Mr. Darby also asked what would happen to the property if the Joshua Community failed. Mr. D'Angelo answered that the 6400 acres would revert back to the government, HUD then BLM. Mr. Darby commented that the proposed land was outside the Town boundaries

Public comments were heard from Butch Clendenen, Donald Cox, Louis DeCanio, Nancy Lord, Fred Holm, Harley Kulkin, Mike Miralgia, and Tom O Conner.

Point of Order: Shirley Matson asked that comments be directed to the Board and not the audience. Tom O Conner continued, and Lu Komorowski, Bill Becht commented.

Mr. D'Angelo promised that at a later date he was prepared to tell who the companies are that will fund these projects. Mr. D'Angelo commits to build the PARC project no matter if he gets the contract and/or land for the Joshua Community. He said it would bring industry and jobs to Pahrump.

Anthony Greco commented.

Chairman Nicole Shupp closed public comment.

Mike Darby expressed concern over the water table impacted by the proposed projects.

7. Discussion and possible decision requesting letter of support for Joshua's Community. (Action)
Bill Dolan stated that he agrees with a lot that was said during Public comment, suggested forming an advisory board, include the Parks and Rec advisory board and also set up workshops.

Bill Dolan motioned to table this until the Parks and Rec Board directed and the workshops can be established. Mike Darby seconded the motion.

Public comments made by Butch Clendenen, Darryl Hill, Harley Kulkin, Donna Cox, Nancy Lord, Kelly Buffi, Dave Stevens, Donna De Sanders, Kristina Stern, Phil Huff, Shirley Matson, Harold Grimmaud, Mike Miralgia, Don Cox, Tom Saitta, and Irene Kingsley.

Frank Maurizio asked to have Mr. Dolan revise this motion to form a new advisory board, Vicky Parker did not want an advisory board, but wanted to have an ad-hoc committee formed

Bill Dolan amended this motion to request an ad-hoc committee be set up through the town staff hopefully with members of this board on it, and set the workshops up. Once the information is obtained the public has had a chance to ask their questions and get them answered, and bring it back to the Town Board at that time. Mike Darby amended his second as stated by Bill Dolan.

Vote passed 5-0

Recess

Chairman called the meeting back to order.

8. Discussion and possible decision on approving the final comments/report from EPS pertaining to the Incorporation Study. (Action)

Chairman Shupp explained that this action was to approve the study so that payment could be made. Vicky Parker clarified that questions added to the draft were questions asked to the committee and added to the study as an addendum. This is considered the final report and is needed to accept that as final so that payment can be made.

Vicky Parker motioned to approve the final comments and report from EPS. Bill Dolan seconded the motion.

Donna Cox asked if the State figures were added in the study.

Chairman Shupp clarified that the State figures had not been added and stated that the report needs to have more information on budget items.

Jeff Bobeck, Incorporation Advisory Board, has not had a chance to review the report and asked that the Incorporation Advisory Board be given an opportunity to review the report.

Vicky Parker amended her motion to table the study until it has gone before the Incorporation Advisory Board. Bill Dolan seconded the motion

Public comments were heard from Butch Clendenon and Dave Stevens.

Chairman Shupp advised that the payment has been tabled.

Vote passed 5-0

9. Discussion and possible decision Consent agenda items: (Action)

- a. Action – approval of Town vouchers.
- b. Action – approval of Town Board meeting minutes of May 11, 2010.

**Frank Maurizio motioned to approve the consent agenda (a.) and (b)
Mike Darby seconded the motion.**

Point of Order: Sam Jones did not want approval of b.

Vote passed 5-0

10. Future Meetings/Workshops: Date, Time and Location. (Action)

Bill Kohbarger announced that the first meeting on June 8th 2010 has been canceled. The second meeting stands.

11. 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)

Harley Kulkin commented about a conversation between him and Bill Dolan before the meeting, and asked that people when talking - say it straight.

Butch Clendenen, commented about Town Managers Report, item #2 - read directly from the report, took exception to Bill Kohbarger saying “the good guys win again” called for truthful comments to be made.

Bruce Calley commented about the 9.5 rule

Bruce Calley wanted to know if Bill Kohbarger had attended sensitivity training

Donna Cox commented on FCC letter in the backup and stated “this is not over”. Mrs. Cox asked about item #5 on the town managers report and wanted to know about \$300,000.00 from the County and asked for a response from Bill Kohbarger and/or Michael Sullivan.

Dave Stevens stated that he is happy with Bill Dolan and the whole Town Board, and especially Mr. Kohbarger and Mr. Sullivan.

Charlie Anzalone commented that Town needs a convention center.

Robin Lloyd asked about an ad-hoc committee and wanted to know how to get on the committee.

The Town Board assured that it would be advertised. Mrs. Lloyd asked how to get items on the agenda for the next meeting, and questioned rules and regulations about agenda items

Tom Saitta apologized for his earlier emotional outburst. Suggested that a new mission for the Town Board be created. The Town Board cannot do anything about roadblocks to small business coming to Pahrump. He suggested that the Town Board engage the County Commissioners to bring businesses to Pahrump.

Pahrump Town Board Meeting
May 25, 2010

John Pawlak, suggested that experts from Water Board be invited to be on the ad-hoc committee.

Chairman Shupp closed the meeting; with comments from Bill Kohbarger – “what happened to the Town Manager Report?”

Chairman Shupp called the meeting back in session:

12. Town Manager Report. (Non-Action)

After some false starts and stops, Bill Kohbarger decided not to speak

13. Town Board Member’s Comments. (Non-Action)

Town Board decided not to speak.

14. Adjournment.

Meeting was adjourned at approximately 9:50 PM

Respectfully submitted,

Vicky Parker, Clerk
Pahrump Town Board

/jh

**SPECIAL MEETING AND PUBLIC HEARING
ON THE FISCAL YEAR 2010-2011 BUDGETS OF THE TOWN OF
PAHRUMP AND THE PAHRUMP SWIMMING POOL DISTRICT
PAHRUMP TOWN BOARD
Pahrump Town Annex
270 N. Highway 160
Thursday – 6:30 PM
May 20, 2010**

MINUTES

PRESENT:

Town Board:

Bill Dolan
Vicky Parker
Frank Maurizio
Nicole Shupp
Mike Darby

Staff:

Bill Kohbarger, Town Manager
Michael Sullivan, Finance Director
Matt Luis, Building & Grounds
Scott Lewis, Fire Chief

1. Call to Order and pledge of allegiance.

Bill Dolan called the meeting to order and called for a five minute recess. Meeting was called back to order and Chairman Nicole Shupp led in the pledge of allegiance.

2. Discussion and decision concerning IAFF concessions pertaining to wages. (Action)

Bill Kohbarger asked that the concessions proposed by the union be approved.

Mike Darby asked how the Town can guarantee no layoffs. Mr. Kohbarger replied that the Town can with the way the budget is set there is no need.

Vicky Parker motioned to accept the negotiation between Mr. Murray and Mr. Kohbarger for the 4% concession. Bill Dolan seconded the motion.

Gina Goode said she did not see the concessions. Michael Sullivan explained where it could be found in the budget backup. Harold Grimmaud asked about overtime.

Vote passed 4 – 1. Frank Maurizio voted nay.

Special Town Board Meeting
Final Budget Hearing
May 20, 2010

3. Public hearing, discussion, and decision to adopt, amend and adopt, or reject the Final Budgets for Fiscal Year 2010/2011 Town of Pahrump and Pahrump Swimming Pool District budgets, (Action)

Michael Sullivan explained where changes were made from the tentative budget and that this meeting is for approving the documents going to the State Department of Taxation.

Bill Dolan motioned to adopt final budgets for fiscal year 2010-2011 Town of Pahrump and Pahrump Swimming Pool District. Vicky Parker seconded the motion.

Vote passed 5 -0.

4. Discussion and decision regarding approval of Resolution 2010-07 approving the Final Budgets for Fiscal Year 2010-2011 for the Town of Pahrump and Pahrump Swimming Pool District, as amended. (Action)

Bill Dolan motioned to approve Resolution 2010-07 adopting the Town of Pahrump and Pahrump Swimming Pool District fiscal year 2010-2011 final budgets are contained in the attached state budget forms as may be further amended or directed by the Town Manager and Finance Director and such other amendments that may be required by the State of Nevada Department of Taxation by June, 2010. Vicky Parker seconded the motion.

Vote passed 4 – 1. Frank Maurizio voted nay.

5. Public Comment: Action may not be taken on matters considered during this period until specifically included on an agenda as an action item - NRS 241.020 (2)(C)(3). (Non-Action)

There were no public comments.

6. Adjournment

Meeting adjourned at approximately 6:53 p.m.

Respectfully submitted,

Vicky Parker, Clerk
Pahrump Town Board

/cw



Office of the
Nye County Sheriff

Nye County Courthouse
Post Office Box 831
Tonopah, Nevada 89049



Anthony L. DeMeo
Sheriff

May 27, 2010

Pahrump Town Board
400 N Hwy 160
Pahrump, NV 89048

FAX: (775) 727-0345

Dear Town Board:

Enclosed please find a copy of request for a Special Events from the Blue Horizon Investments for the Tumbleweed Horizon Market's Ninth Annual Car and Truck Show in the Town of Pahrump October 02, 2010.

This request is set to go before the Nye County Commissioners at their scheduled Board Meeting on June 15th, 2010 should you have any objections as to why this should not be approved, please contact Assistant Sheriff Cody at 482-8110 so your concerns can be presented to the Licensing Board at their next scheduled meeting.

Sincerely,

Anthony L. DeMeo
Sheriff

By 
Beverly M. Bayne
Administrative Technician

#15 d

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

BLUE HORIZON INVESTMENTS, INC

2050 N. HWY 160 SUITE 200

Pahrump, NV 89060

Phone: 775-727-4100

Fax: 775-727-8640

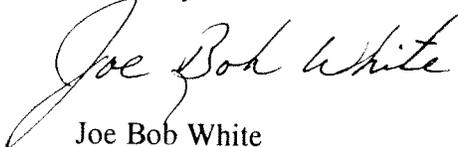
May 24, 2010

Johanna Cody
Nye County Sheriff
P.O. Box 831
Tonopah, NV 89049

Dear Johanna,

I'm writing to request a special events permit for Tumbleweed/Horizon Market's Ninth Annual Car and Truck Show. It is planned for October 2, 2010. The show will be held at Horizon Market 6 located at 2050 N. Hwy 160. If you have any questions, please feel free to contact me at the above number or on my cell phone 702 592-0050. Thank you.

Sincerely,



Joe Bob White
Owner

#158

Agent Of Record

Date

NPAIP/PACT
201 S. Roop St., Suite 102
Carson City, Nevada 89701

Attention: Wayne Carlson

Dear Wayne,

Effective immediately, please recognize Ingalls & Associates, LLC as our Agent of Record for our Property, Casualty, Automobile, and Workers Compensation Insurance policies.

In accordance with this request, please release all underwriting and claims information she may need in order to properly review our insurance program.

Sincerely,

June 22, 2010
TB Agenda

#15
F

William Kohbarger

From: Carol Ingalls [carol@ingallsllc.com]
Sent: Saturday, June 12, 2010 4:43 PM
To: Bill Kohbarger
Cc: 'Wayne Carlson'
Subject: Preparation for 6/22 Board Meeting

Hi Bill,

Just a quick note to see if you need any information from me for the up-coming meeting.

In talking to Wayne, he suggested you put the "change of broker" on the "consent agenda" since A and H is selling me their book of municipal business. The only real change you will experience is receiving service from your agent and having someone you know handle the insurance issues.

Please let me know if you have any questions or if there is anything I need to do in preparation for this meeting. Wayne will be handling the actual renewal presentation.

Thanks for your time.

Carol B. Ingalls, M.A., CIC, CPHR
Principal/Owner
Ingalls & Associates, LLC ...the employer's advocate
4004 Ruth Ct.
Reno, Nevada 89509
Ph: 775-823-9422
Fax: 775-823-9144
Cell: 775-771-3048
e-mail: carol@ingallsllc.com
Nevada License # 7701



Ingalls & Associates LLC
 ...the employer's advocate

DATE: JUNE 17, 2010

4004 Ruth Ct.
 Reno, NV 89509
Phone: 775-823 - 9422
Fax: 775-823 - 9144

To: **Town of Pahrump**
 400 N. Hwy 160
 Pahrump, Nevada 89060

Attn: **Bill Kohbarger**

Effective Date	Policy Number	Type	Premium
07/01/2010	To Follow	2010 – 2010 NPAIP Property/Liability Program Insurance Costs	\$161,019.72
07/01/2010	4790156	Pollution Legal Liability (Swimming Pool, Hazardous Cleanup, Weed-spraying)	\$ 8,072.00

Total 169,091.72

This is where you can add comments. In the section above, you can just tab through the different boxes until you get to the "total" box. After that, use your mouse to cursor to this portion of the invoice to add your comments.

Make all checks payable to Ingalls & Associates LLC
Thank you for your business

#156

William Kohbarger

From: Carol Ingalls [carol@ingallsllc.com]
Sent: Tuesday, June 15, 2010 3:21 PM
To: Bill Kohbarger
Cc: Christie Elliott
Subject: 2010 NPAIP Proposal/Invoice
Attachments: 2010 Renewal Proposal.pdf; 2010 NPAIP Invoice Including Pollution Legal Liability.doc

Hi Bill,

Attached please find your NPAIP renewal proposal and invoice for the 2010 policy year. The invoice includes your Property and Liability costs as well as your Pollution Legal Liability premium. In view of my acquisition of the municipal business, A and H has asked me to handle the renewal invoicing. Under separate cover, I am send you the hard copies of the proposal and the invoice.

Should you require any Certificates of Liability, please don't hesitate to let me know who they are for and where they go so I can get them requested for you from Willis.

As always, should you have any questions, please don't hesitate to contact me.

Carol B. Ingalls, M.A., CIC, CPHR
Principal/Owner

Ingalls & Associates, LLC *...the employer's advocate*

4004 Ruth Ct.

Reno, Nevada 89509

Ph: 775-823-9422

Fax: 775-823-9144

Cell: 775-771-3048

e-mail: carol@ingallsllc.com

Nevada License # 7701

#15
6

William Kohbarger

From: Carol Ingalls [carol@ingallsllc.com]
Sent: Tuesday, June 15, 2010 3:36 PM
To: Bill Kohbarger
Subject: 2010 Renewal Increase

Hi again,

Just a short note to let you know that based on the information provided by Willis, your premium increase was due, in part, to increases in your payroll, the net operating expenses, and the total insured values. Thought this might be useful for you.

Carol B. Ingalls, M.A., CIC, CPHR
Principal/Owner
Ingalls & Associates, LLC *...the employer's advocate*
4004 Ruth Ct.
Reno, Nevada 89509
Ph: 775-823-9422
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Cell: 775-771-3048
e-mail: carol@ingallsllc.com
Nevada License # 7701

#156

Town Manager Report
06/22/10

1. Pahrump Tourism and Convention Council – The PTCC is having a special guest from the Nevada Commission on Tourism, Ms. Connie Mancillas and would to invite all to attend their meeting which is being held on July 08, 2010 at the Bob Ruud Community Center at 8:00 .am.
 - a. See attached flyer.
2. BLM Resource Management Plan (RMP) Disposal Lands – The BLM is currently revising their RMP Disposal Land documentation. The Town has been working in conjunction with BEC and Nye County to submit the Town’s requests. The Town is requesting that the BLM remove the Last Chance area off the disposal list in order to protect Last Chance Park and add the property at the proposed airport plus surrounding lands as a buffer to the proposed airport. Both of these subtraction/additions have already been approved by the Town of Pahrump.
 - a. See attached Nye County RMP Disposal Lands Request documentation along with map.
3. Building & Grounds Department – Attached is a picture showing what the new Town of Pahrump decals will look like on the Town’s vehicles.
4. Airport –The Town held a pre-submittal meeting for the RFQ (EIS) on Friday, June 04, 2010. Sixteen (16) Consulting Firms along with officials from the Town, BLM and FAA attended this meeting. After the meeting, thirteen (13) of the Consultants took a field trip to the actual site of the proposed airport. All went well. All information from this meeting has been posted on the Town’s website.
5. Simkins Park Project – This item is on the current Town Board agenda to approve the winning bid. The winning bidder pursuant to Town Board approval is Gothic Landscaping for \$366,666.00. See agenda item #7.
6. POOL/PACT – Wayne Carlson, Executive Director from the POOL/PACT will be present at the Town Board meeting presenting the renewal to the Town. See agenda item #11.
 - a. The Town staff is requesting that the Town switch insurance agents. The Town currently utilizes P&H out of Reno. The Town staff is respectfully requesting to switch to Ms. Coral Ingalls of Ingalls & Associates. Ms. Ingalls is also from Reno. The reason for the switch is that in the two years I have been Town Manager, no one from P&H has called to introduce themselves or even visit Pahrump. Ms. Ingalls has ensured staff that not only will she keep in contact with staff but she will visit the Town Of Pahrump only at least two occasions annually. NOTE: In speaking with Mr. Carlson about a local insurance agent handling our policy, Mr. Carlson advised that no insurance agent in the Pahrump area has ever taken an interest in becoming an agent through the POOL/PACT system.

16

7. Last Chance Park –Staff is still working on the “Fly in the Ointment” problem with the BLM that is holding up the process of moving forward.
8. Department Head Reports attached:
 - a. Finance Director.
 - b. Human Resources.
 - c. Fire-Rescue Service.
 - d. Buildings & Grounds.
9. Correspondences
 - a. United States Nuclear Waste Technical Review Board RE: NWTRB Meeting to Focus on DOE Plans for Managing Spent Nuclear Fuel and High-Level Waste.
 - b. United States Department of the Interior RE: BLM California Desert Advisory Council meeting.
 - c. VITA Tax Assistance Program Stats along with Map showing total returns by County ZIP Code.
10. See attached my June and July calendars.

You are invited to attend and learn important information about tourism in the Town of Pahrump!!

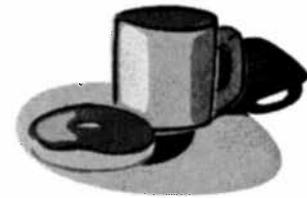
Who: Pahrump Tourism and Convention Council

*What: Presentation by Connie Mancillas
Nevada Commission on Tourism*

When: July 8, 2010 at 8:00 AM

Where: Bob Ruud Community Center Hall

- ✓ *Learn about marketing and promotional opportunities with the Nevada Commission on Tourism*
- ✓ *"Travel Deals" with TravelNevada.com*
- ✓ *Travel shows available to the Pahrump Community*
- ✓ *NCOT's Marketing and Grant Program*
- ✓ *NCOT's Website to List Events/Shows/Exhibits*
- ✓ *Pahrump's Tourism Strengths*



**Please RSVP to Arlette Ledbetter by phone: (775)727-5107 x310
or fax: (775)727-0345**

Company Name _____ Number of Attendees _____

NYE COUNTY RMP DISPOSAL LANDS REQUEST
LEGAL DESCRIPTIONS

CIND-R-LITE

Township 14S, Range 48E
Section 36 SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$

Township 14S, Range 49E (Estimated Description)
Section 31 Entire SW $\frac{1}{4}$ (partial section)

Township 15S, Range 49E
Section 6 Lot 3 and Lot 4 (partial section)

Township 15S, Range 48E
Section 1 N $\frac{1}{2}$ of NE $\frac{1}{4}$ (estimated)

HIGHWAY 95/373 INTERSECTION

Township 15S, Range 50E
Section 8
Section 17
Section 20
Section 9 W $\frac{1}{2}$ of W $\frac{1}{2}$
Section 16 W $\frac{1}{2}$ of W $\frac{1}{2}$
Section 21 W $\frac{1}{2}$ of W $\frac{1}{2}$

HIGHWAY 95/160 INTERSECTION

Township 16S, Range 52E
Section 15

MERCURY TECH PARK

Township 16S, Range 53E
Section 4 (Land South of Hwy 95)
Section 5 SE $\frac{1}{4}$, S $\frac{1}{2}$ of NE $\frac{1}{4}$ (Land South of Hwy 95)
Section 8 E $\frac{1}{2}$
Section 9 W $\frac{1}{2}$, NE $\frac{1}{4}$

Township 15S, Range 53E
Section 36 S $\frac{1}{2}$ (Land south of Hwy 95)

Township 15S, Range 54E
Section 31 S $\frac{1}{2}$ (Land south of Hwy 95)

MERCURY TECH PARK (continued)

Township 16S, Range 53E

Section 1
Section 2 E $\frac{1}{2}$
Section 10 SE $\frac{1}{4}$
Section 11 S $\frac{1}{2}$, NE $\frac{1}{4}$
Section 12 - 14
Section 23 E $\frac{1}{2}$
Section 24 - 25
Section 36

Township 16S, Range 54E

Section 4 S $\frac{1}{2}$ of SW $\frac{1}{4}$, S $\frac{1}{2}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$; S $\frac{1}{2}$ of SE $\frac{1}{4}$ (Land South of Hwy 95)
Section 5 S $\frac{1}{2}$, SW $\frac{1}{4}$ of NW $\frac{1}{4}$, S $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ (Land South of Hwy 95)
Section 6 W $\frac{1}{2}$, SE $\frac{1}{4}$, S $\frac{1}{2}$ of NE $\frac{1}{4}$, S $\frac{1}{2}$ of N $\frac{1}{2}$ of NE $\frac{1}{4}$ (Land South of Hwy 95)
Section 7 - 9
Section 10 SW $\frac{1}{4}$, S $\frac{1}{2}$ of NW $\frac{1}{4}$, S $\frac{1}{2}$ of N $\frac{1}{2}$ of NW $\frac{1}{4}$ (Land South of Hwy 95)
Section 15 W $\frac{1}{2}$
Section 16 - 21
Section 22 W $\frac{1}{2}$
Section 27 W $\frac{1}{2}$
Section 28 - 33
Section 34 W $\frac{1}{2}$

SOUTHERN AMARGOSA VALLEY

Township 17S, Range 48E

Section 12 S $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$, S $\frac{1}{2}$ of Lot 6, S $\frac{1}{2}$ of Lot 5
Section 13 Lots 1, 2, 3, 4, 5, and 6

Township 17S, Range 49E

Section 14 W $\frac{1}{2}$
Sections 15-18 (portion of Section 15 is private)
Section 19 NE $\frac{1}{4}$, Lot 1 and Lot 4
Sections 20-22
Section 23 W $\frac{1}{2}$ of W $\frac{1}{2}$, W $\frac{1}{2}$ of E $\frac{1}{2}$ of W $\frac{1}{2}$
Section 26 W $\frac{1}{2}$ of W $\frac{1}{2}$, W $\frac{1}{2}$ of E $\frac{1}{2}$ of W $\frac{1}{2}$
Section 27-28 (portion of Section 28 is private)
Section 29 NE $\frac{1}{4}$, Lots 4-5, Lots 9 -10, Lot 12, Lot 15, Lot 18-19, 20-27 (portion of Section 29 is private)
Section 33 NE $\frac{1}{4}$, Lot 1, Lot 3
Section 34
Section 35 W $\frac{1}{2}$ of W $\frac{1}{2}$, W $\frac{1}{2}$ of E $\frac{1}{2}$ of W $\frac{1}{2}$

Township 18S, Range 49E

Section 3 (except Lot 9)
Section 2 Lots 4, 5, 15-30, W $\frac{1}{2}$ of W $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$, W $\frac{1}{2}$ of W $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$, W $\frac{1}{2}$ of W $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$

LANDFILL

Township 18S, Range 52E

Section 24 SE $\frac{1}{4}$, SE $\frac{1}{4}$ of SW $\frac{1}{4}$
Section 25 W $\frac{1}{2}$ of NW $\frac{1}{4}$, NE $\frac{1}{4}$ of NW $\frac{1}{4}$
Section 26 NE $\frac{1}{4}$, SW $\frac{1}{4}$, S $\frac{1}{2}$ of S $\frac{1}{2}$ of NW $\frac{1}{4}$,
Section 27 S $\frac{1}{2}$, NE $\frac{1}{4}$
Section 28 E $\frac{1}{2}$
Section 32 E $\frac{1}{2}$
Section 33 - 34
Section 35 NW $\frac{1}{4}$

Township 19S, Range 52E

Section 2 S $\frac{1}{2}$
Section 3 N $\frac{1}{2}$, SE $\frac{1}{4}$
Section 4 N $\frac{1}{2}$

Township 18S, Range 53E

Section 19 Lot 2 and Lot 3

NORTHERN PAHRUMP

Township 18S, Range 53E

Section 10 E $\frac{1}{2}$, NW $\frac{1}{4}$
Section 17 W $\frac{1}{2}$

SHOOTING RANGE

Township 19S, Range 52E

Section 20 E $\frac{1}{2}$ of SE $\frac{1}{4}$, SE $\frac{1}{4}$ of NE $\frac{1}{4}$
Section 21 SW $\frac{1}{4}$, S $\frac{1}{2}$ of NW $\frac{1}{4}$

PUBLIC SAFETY CENTER

Township 20S, Range 54E

Sections 20-21
Section 22 W $\frac{1}{2}$
Sections 25-29
Section 34 E $\frac{1}{2}$, E $\frac{1}{2}$ of W $\frac{1}{2}$
Sections 35-36

Township 21S, Range 54E

Section 1

JOSHUA'S COMMUNITY

Township 19S, Range 54E

Sections 20-21
Section 22 W $\frac{1}{2}$
Section 27 W $\frac{1}{2}$
Sections 28-29
Sections 32-33
Section 34 W $\frac{1}{2}$

Township 20S, Range 54E

Section 3 W $\frac{1}{2}$
Sections 4-5

SOUTHERN PAHRUMP - Off the Grid Project

Township 21S, Range 54E

Sections 12-13
Sections 22-26
Sections 34-36

Township 22S, Range 54E

Sections 1-3
Sections 11-13

AIRPORT

Township 21S, Range 53E

Section 7 S $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$, S $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$, E $\frac{1}{2}$ of SW $\frac{1}{4}$, SE $\frac{1}{4}$
Section 8
Section 9 W $\frac{1}{2}$ of SW $\frac{1}{4}$
Section 16 W $\frac{1}{2}$
Section 17 N $\frac{1}{2}$, N $\frac{1}{2}$ of SW $\frac{1}{4}$, SE $\frac{1}{4}$ of SW $\frac{1}{4}$, W $\frac{1}{2}$ of SE $\frac{1}{4}$
Section 18 N $\frac{1}{2}$ of NE $\frac{1}{4}$, SE $\frac{1}{4}$ of NE $\frac{1}{4}$
Section 20 Lot 1

TRAILHEAD AREA

Township 21S, Range 54E

Section 32

APN 027-601-21

Township 20S, Range 52E

Section 36 S $\frac{1}{2}$ of NE $\frac{1}{4}$, E $\frac{1}{2}$ of SE $\frac{1}{4}$

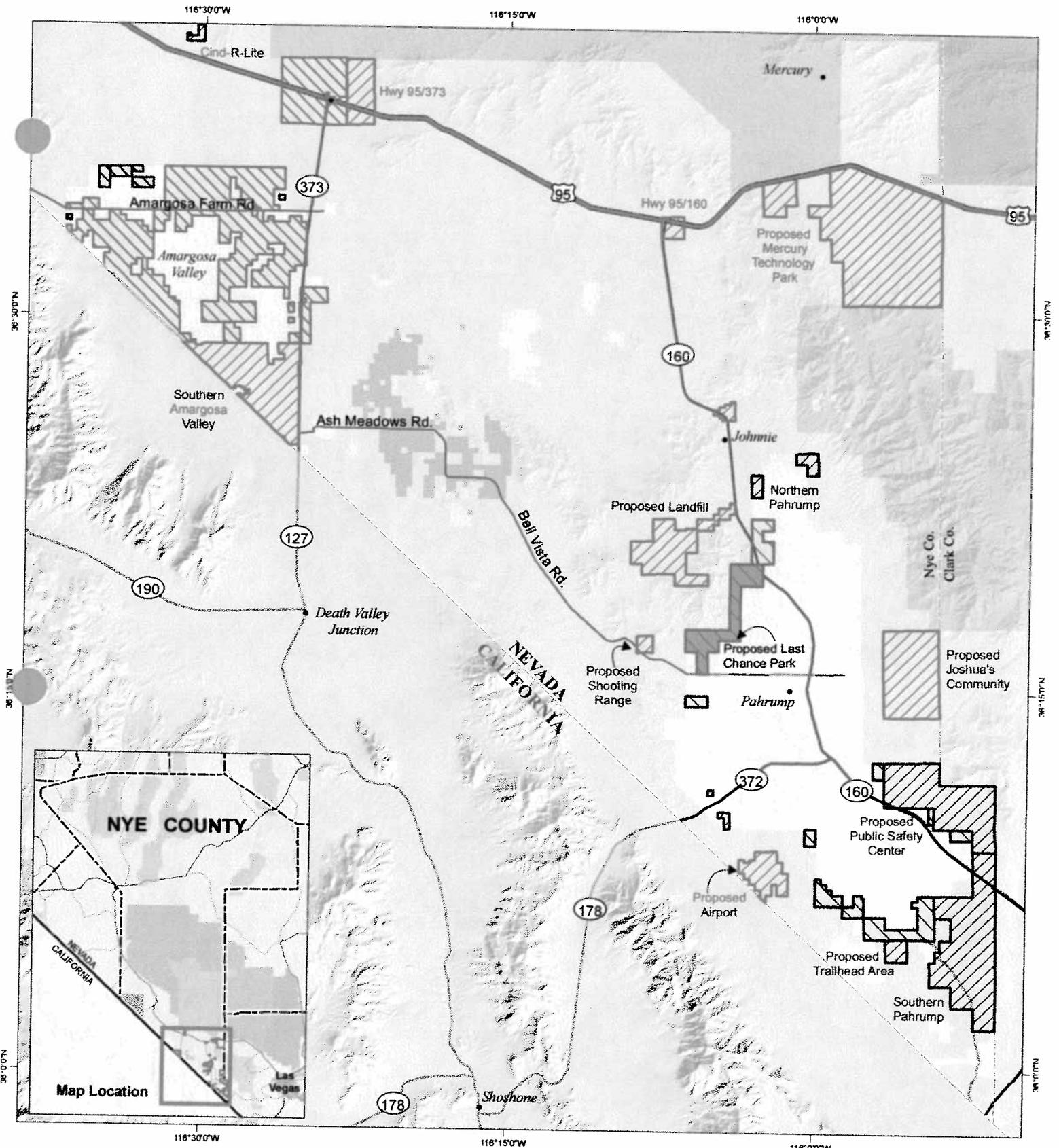
NORTH OF JOHNNIE TOWNSITE

Township 17S, Range 52E

Section 25 SE $\frac{1}{4}$ of SE $\frac{1}{4}$, S $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$
Section 36 N $\frac{1}{2}$ of NE $\frac{1}{4}$, NE $\frac{1}{4}$ of NW $\frac{1}{4}$, SE $\frac{1}{4}$ of NE $\frac{1}{4}$, N $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$, SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$

Township 17S, Range 53E

Section 30 Lots 3 and 4
Section 31 Lots 1 and 2

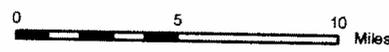


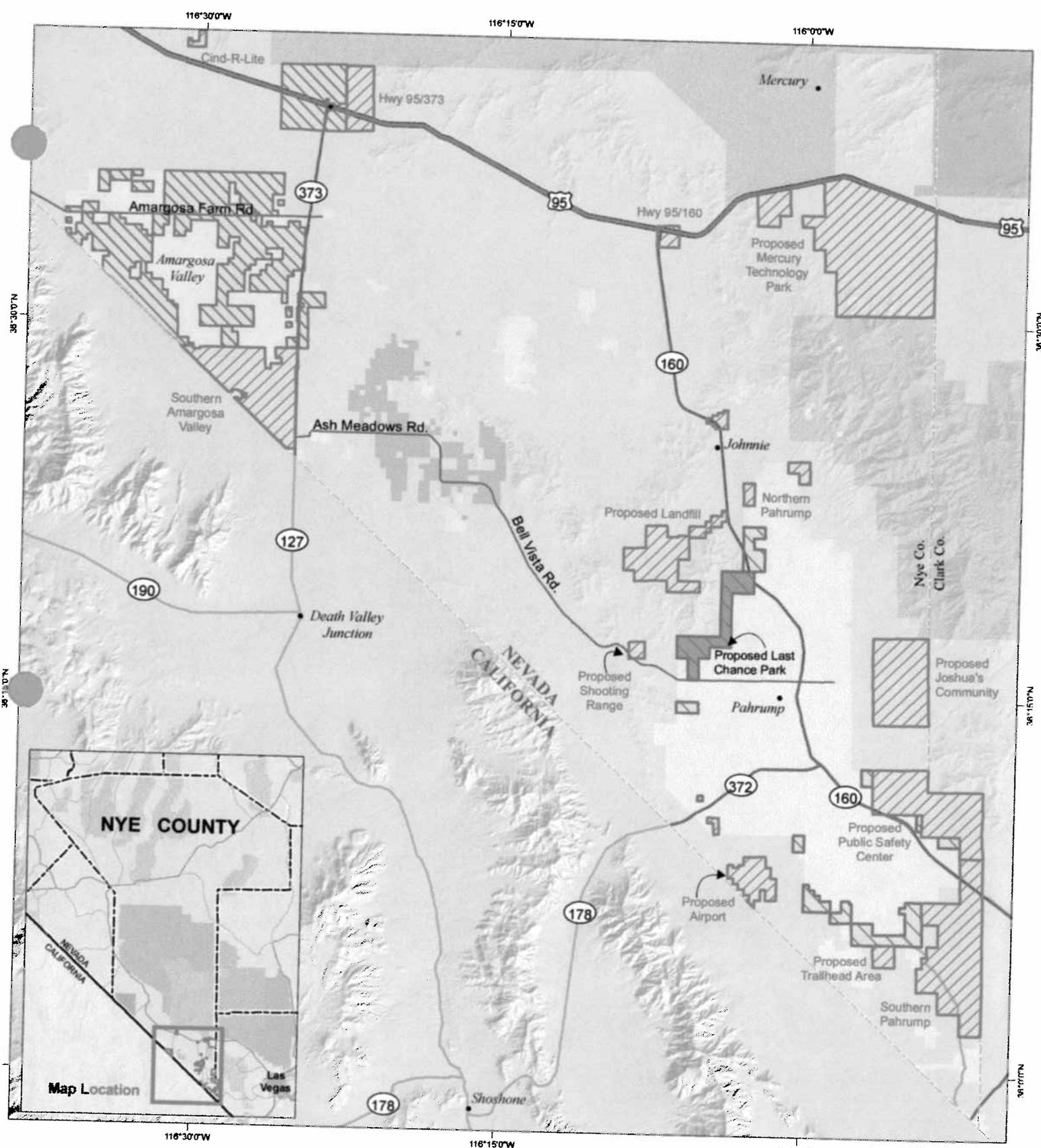
**BLM DISPOSABLE LANDS
CURRENT, PROPOSED, AND REQUESTED
FOR REMOVAL DISPOSABLE LANDS
IN SOUTHERN NYE COUNTY**

Date Revised: June 11, 2010
 Prepared By: TerraSpectra Geomatics
 Projection: UTM, Zone 11, NAD83

Sources:
 Proposed BLM disposable lands from Nye County and Town of Pahrump.
 Current BLM disposable lands and Nevada land ownership from the NV BLM. Public Land Survey System (PLSS) boundaries used for proposed disposable lands from the BLM Geocommunicator. Roads from US Census Bureau TIGER2009.

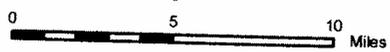
- | | |
|----------------------|-------------------------|
| Proposed Disposable | NV Landownership |
| Currently Disposable | BLM |
| Remove As Disposable | DOD |
| US Highway | DOE |
| State Highway | FS |
| Selected Local Road | FWS |
| | NPS |
| | Private |





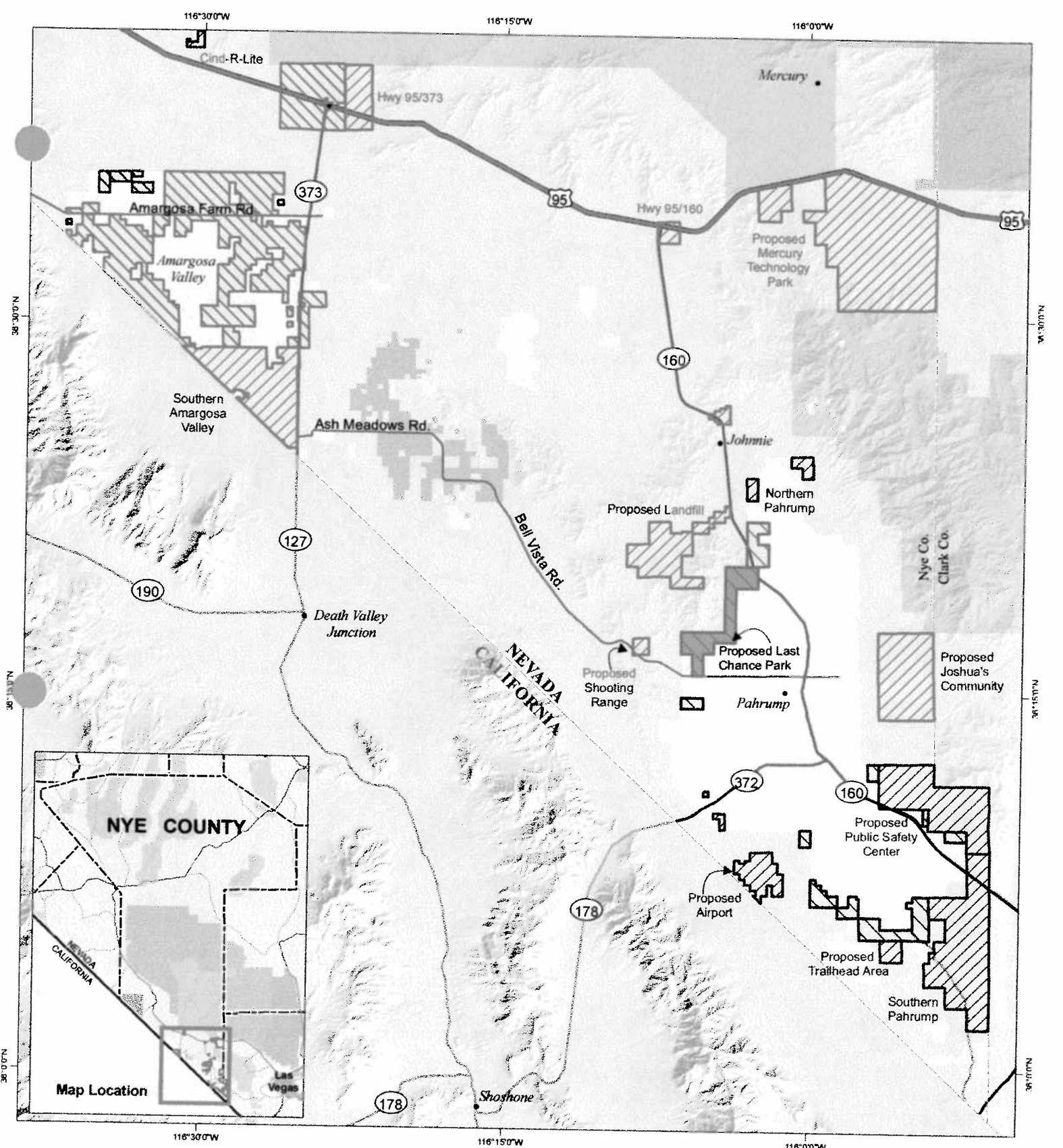
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CURRENT, PROPOSED, AND REQUESTED
FOR REMOVAL DISPOSABLE LANDS
IN SOUTHERN NYE COUNTY**

- | | | | |
|--|----------------------|--|---------|
| | Proposed Disposable | | BLM |
| | Currently Disposable | | DOD |
| | Remove As Disposable | | DOE |
| | US Highway | | FS |
| | State Highway | | FWS |
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| | | | Private |
- NV Landownership**



Date Revised: June 11, 2010
 Prepared By: TerraSpectra Geomatics
 Projection: UTM, Zone 11, NAD83

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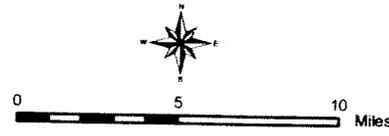


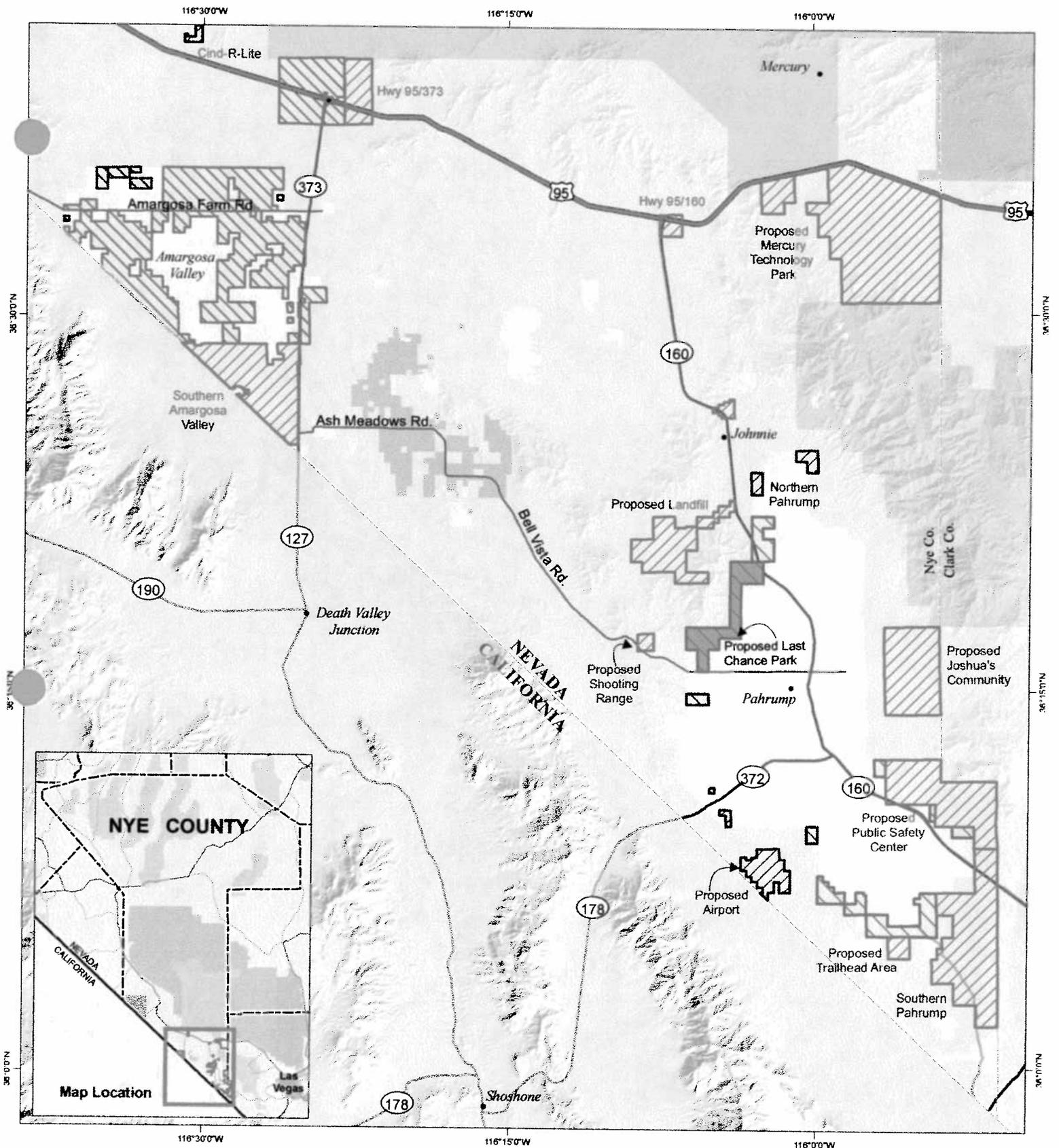
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- | | | | |
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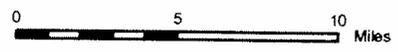


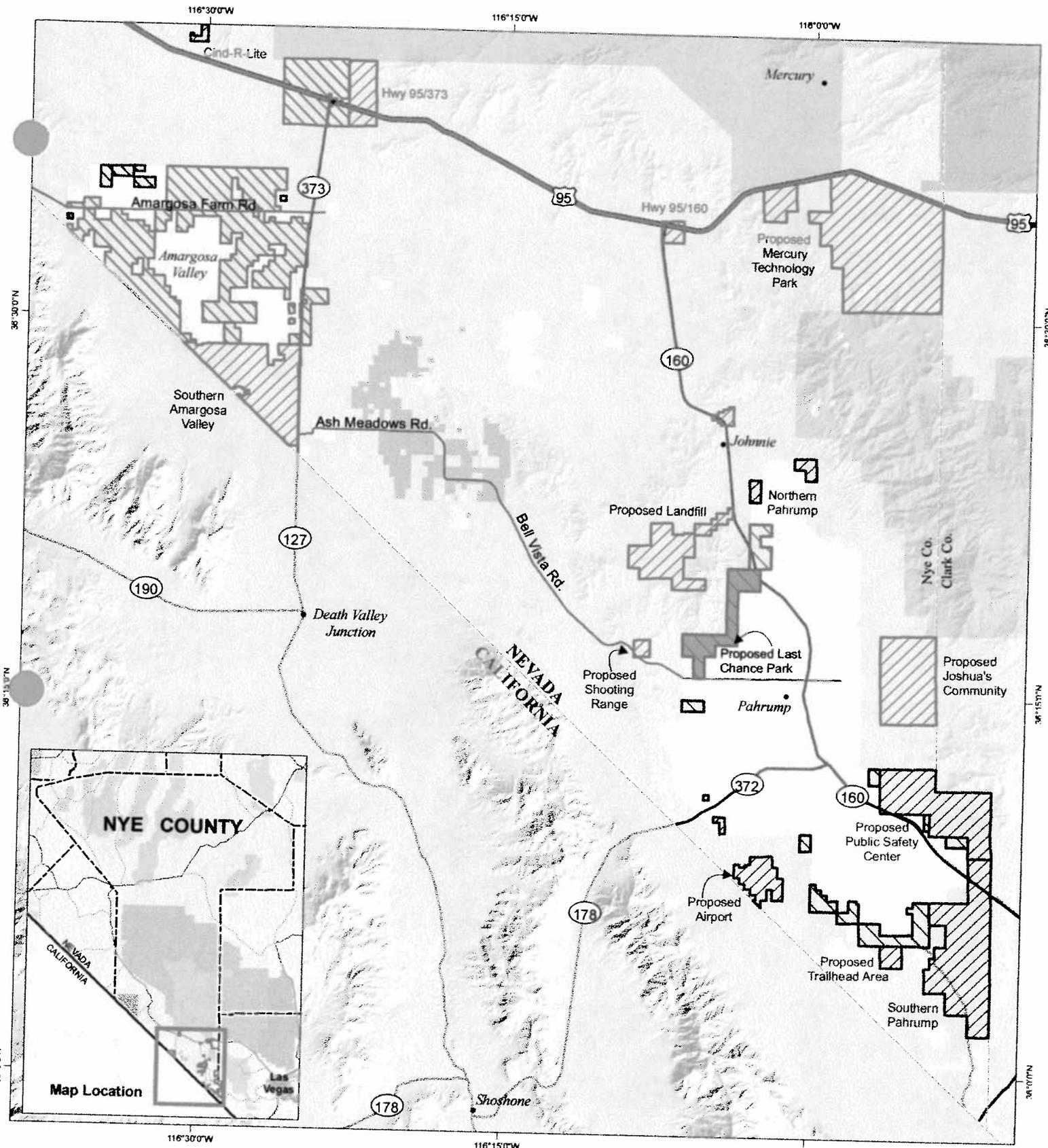
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| | Remove As Disposable | | | |
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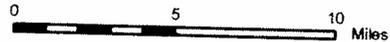


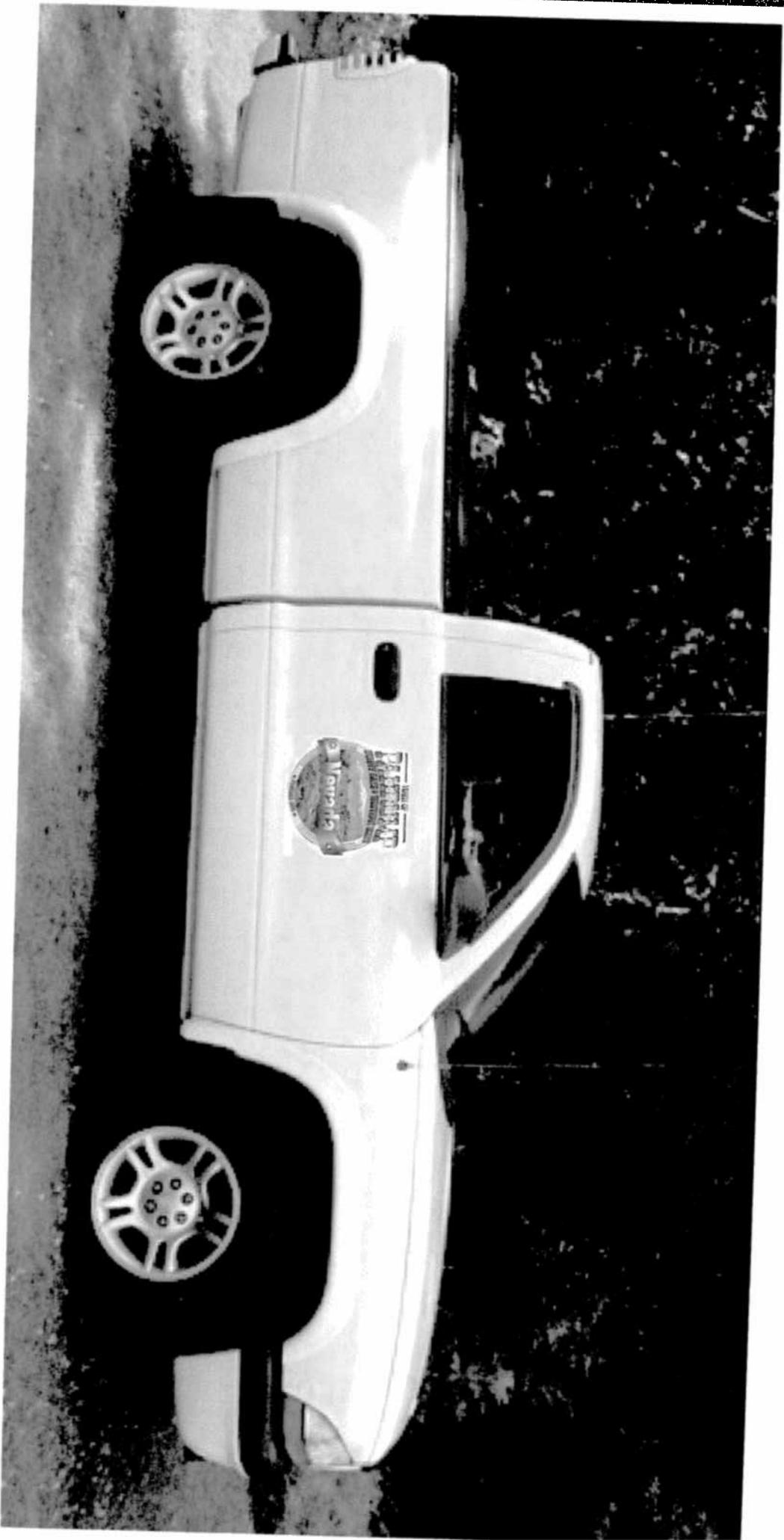
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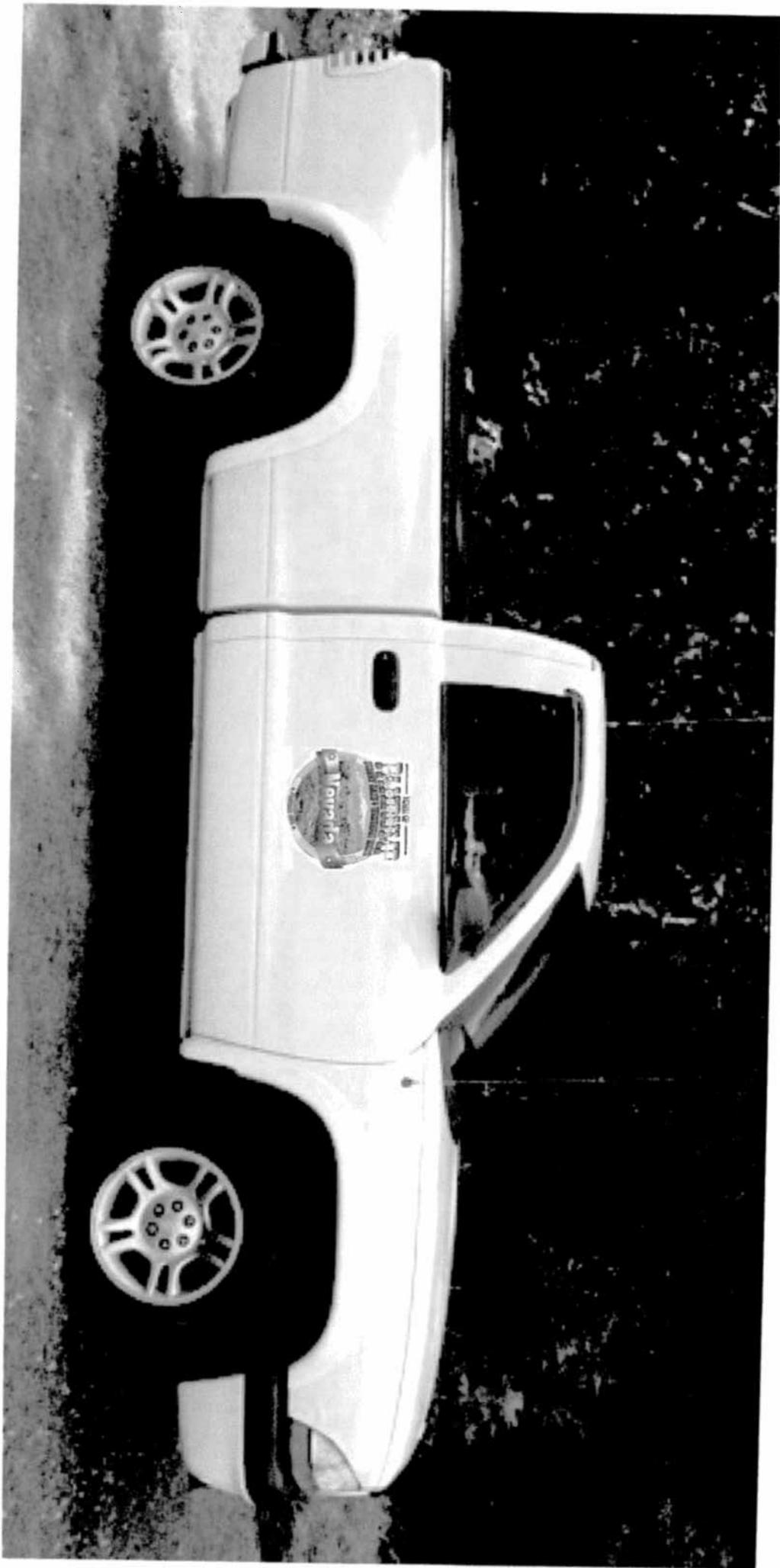
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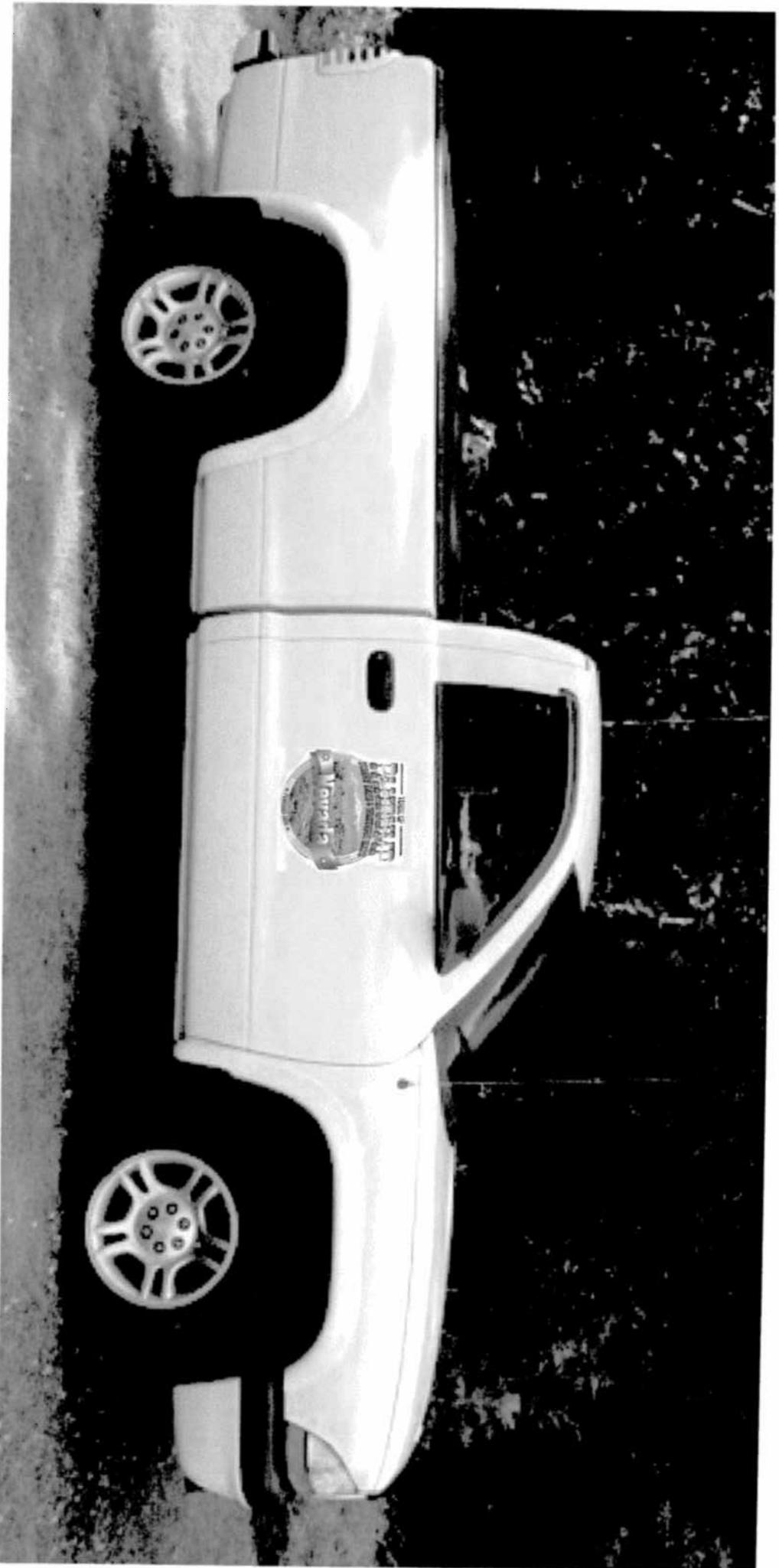
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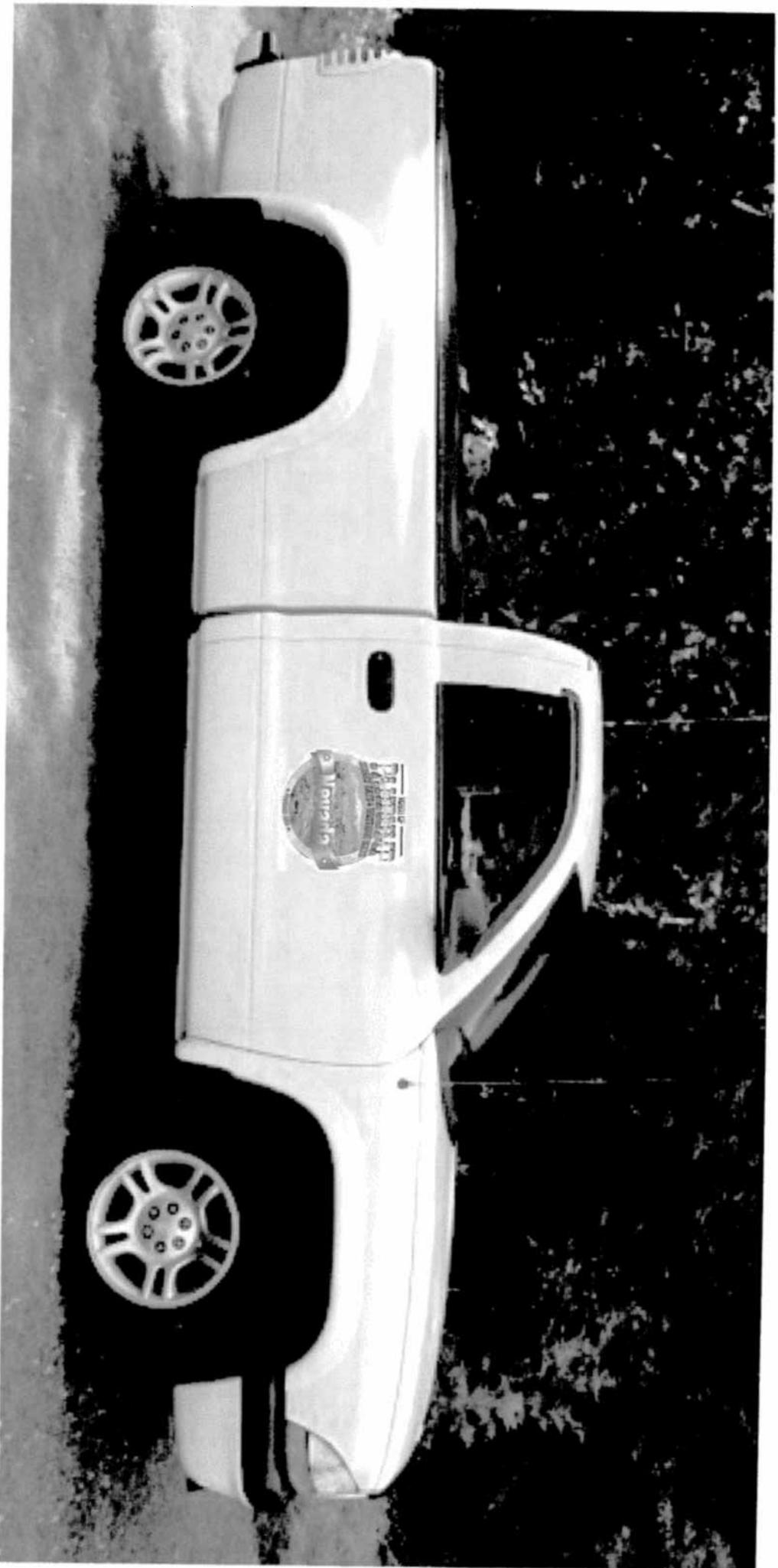
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| | | | Private |











FINANCE DIRECTOR MONTHLY REPORT

1	<u>Pending Issues</u>	<u>Comment</u>
2	FY10 Financial Report Filing.	Submittal & Publication due by June 30th to Dtax.
3	Simkins Park Project - Bid Award	Pending TB approval @ \$485,000 from PETT Grant.
4	Replacement Ambulance Acquisition	Pending TB approval @ \$255,000 from Ambulance Fund.
5	Replacement FRS Turnout Acquisition	Pending TB approval @ \$50,000 from General Fund/FRS.
6	Cell Tower Lease Agreement	Pending TB approval for GF Revenue increas of \$25,000/year.
7	Park Signage Project Acquisitions	Pending TB approval @ \$20,000 from General Fund/B&G.
8	Family Movie in the Park Night Program	Pending TB approval @ \$4,000 from Parks RT Fund.
9	Bar-T Contract Settlement Proposal	Pending TB approval @ !2,000 from Fall Festival Fund.
10	Cemetery Fencing & Power Line Relocation	Pending TB approval @ \$8,000 from General Fund/B&G.
11	FY11 CIP & Indebtedness Report Filing.	Submittal due by August 1 to Dtax.
12	Fixed Asset Inventory and Reconciliation	Carla to start annual inventory reconciliation.
13	2005 Congressional Grants for Fairgrounds	Updated EA required by HUD.
14	PTCC - NCOT Tourism Presentation	7/8 Workshop Outreach & Invitations in process.
15	\$500,000 FAA Airport Grant Pending	Pending grant approval by FAA and allocation of grant match funding.
16	New Bank Credit Card Security Compliance	Reviewing alternative merchant account provider.

Pahrump Fire - Rescue Service



Monthly Report May-10

Scott F. Lewis
Fire Chief

Department Responses: Monthly Response Total:

Fire: 162
EMS: 506

Total: 668

Response Type:

Fire Incident Type:

	Month
Fires (structures, vehicles, brush, etc.)	26
Rescue/MVAs/Medical Assists	58
Hazardous Conditions/No Fire:	3
Service Assignments:	51
Good Intent Calls:	5
False Calls(alarms & intentional)	16
Special Incidents (miscellaneous)	3

Total: 162

EMS Responses:

	Month
911 Calls	276
Interfacility Transf.	143
AMA:	87
Totals:	506
Civilian Fire Death:	0
Civilian Fire Injury	0
Other Public Servant	0

Apparatus and Facilities:

Apparatus Issues:

- * All apparatus in service
- * All ambulances and EMS Engines passed their annual State Inspections

Building Issues:

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

Activities:

Completed:

- * State of Nevada EMS Ambulance Inspections Complete (All Passed)
- * CPR recertification completed
- * Participated at the Town budget hearings
- * Hosted interagency Suicide Prevention Program at Station 1.
- * Completed Pump Operations (State Certification) course
- * Fire Chief participated at the BLM media open house.
- * Fire Chief attended CIP and Water Meetings
- * Completed mandatory day drills, EMS CEUs, and HAZ Mat training
- * Fire Chief attended several additional meetings at Desert View Hospital
- * Department participated in several school end of year projects/activities
- * Department attended/participated at several funerals including:
- * Prepared with HOG representatives for their Pahrump rally.
- * Fire Chief attended numerous meetings with Nye Planning, Buildings and Safety, VEA/Utility, DV Hospital, etc.

Upcoming:

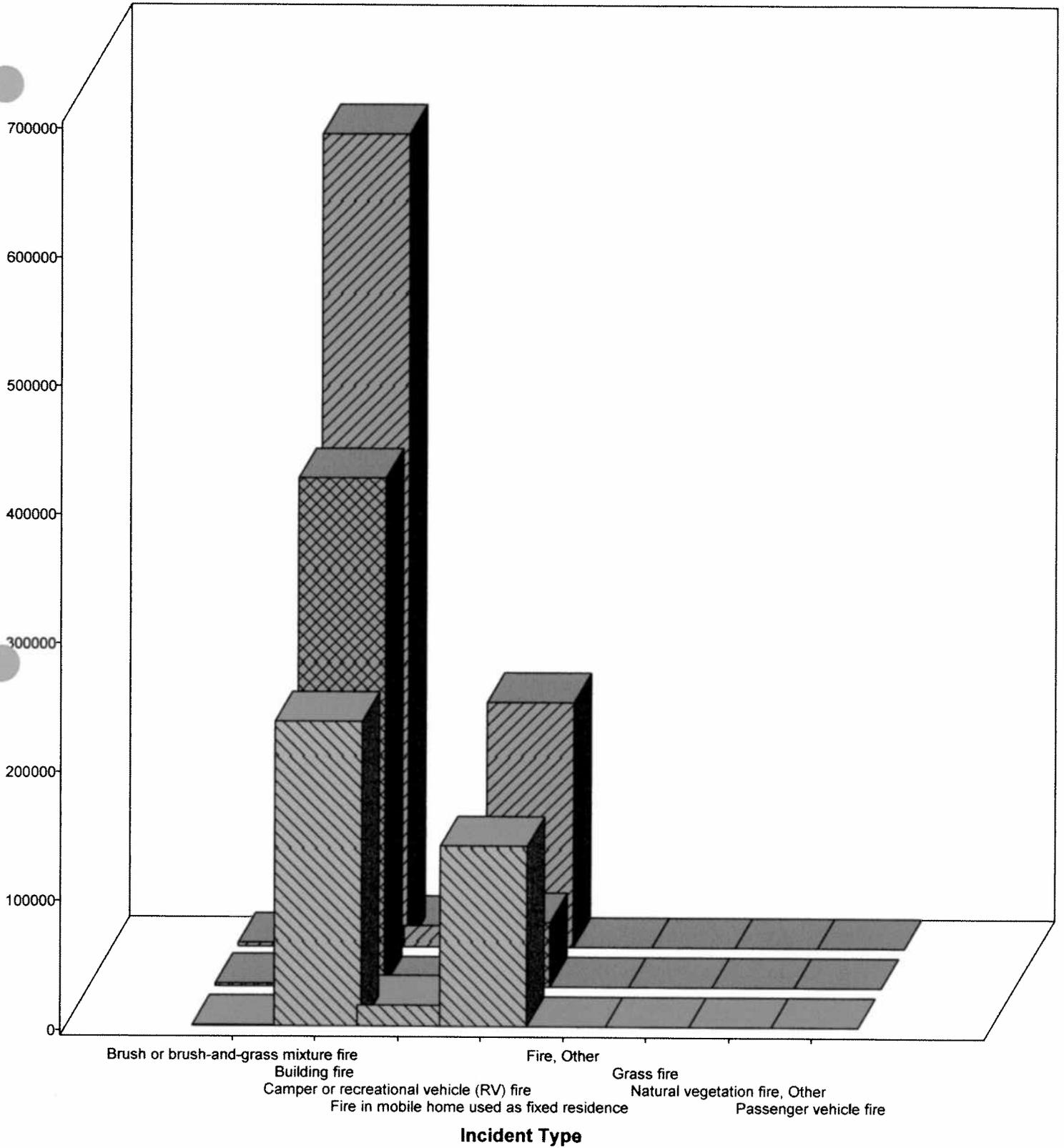
- * Continue Pre-Fire Plans
- * Intermediate Emergency Medical Technician training set

Miscellaneous:

Fire Chief Lewis received the following letters:

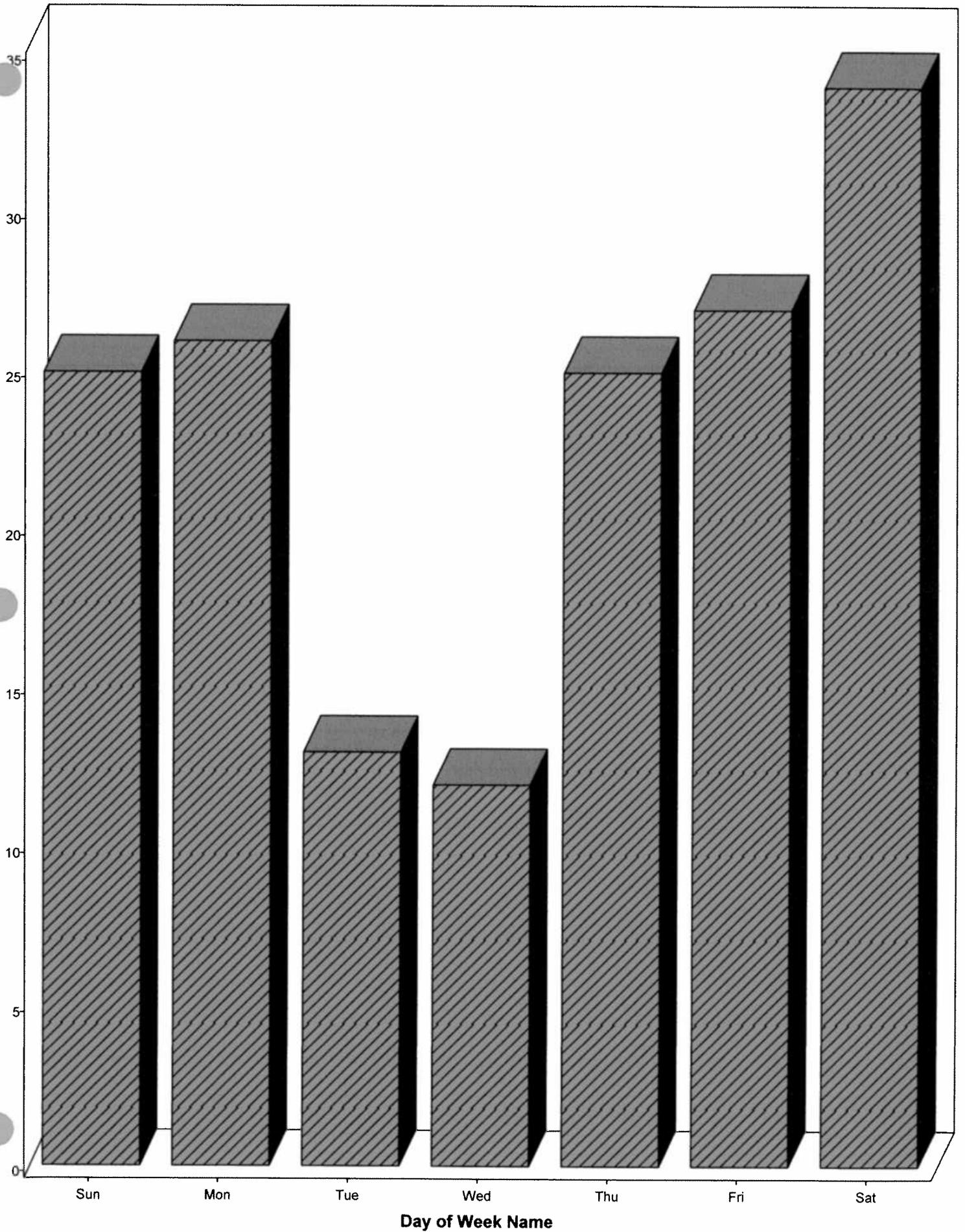
- * Thank you certificate from 2010 HOG Rally.

Fire Loss Analysis
 Alarm Date Between {05/01/2010} And {05/31/2010}

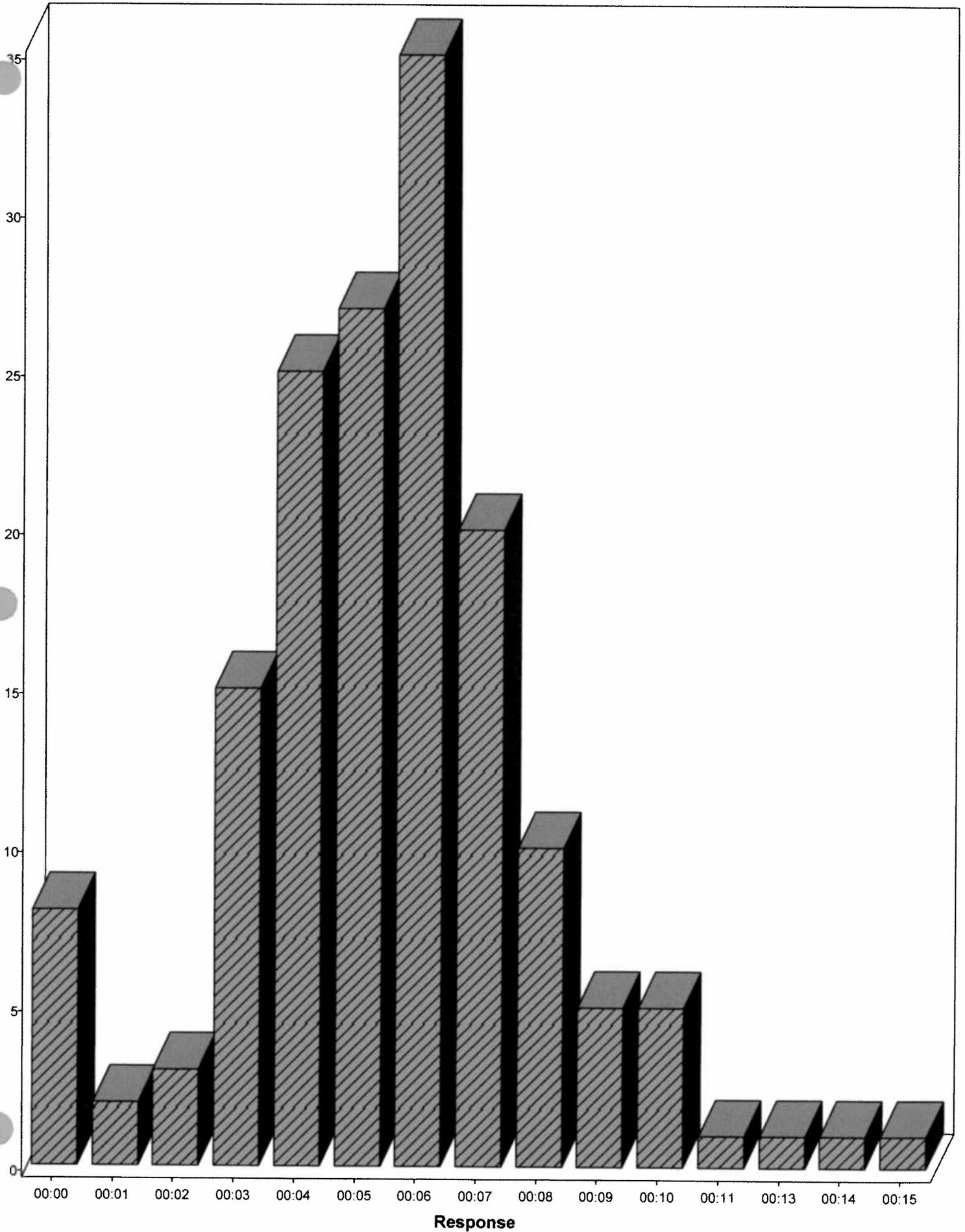


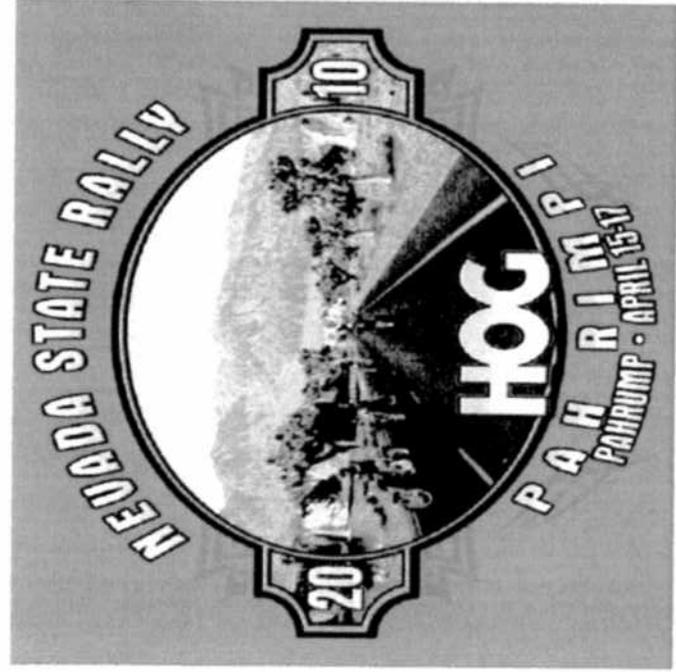
Value
 Loss
 Saved

Incident Responses by Day of Week
Alarm Date Between {05/01/2010} And {05/31/2010}



NFIRS Incidents by Response Time (in minutes)
Alarm Date Between {05/01/2010} And {05/31/2010}





THANK YOU for Supporting the Rally

The Rally had over 270 attendees from Canada, and 19 US States including NV, AZ, CA, UT, CO, OR, OK, TX, GA, IA, IL, NE, MN, MO, NE, WA, WA, and WI.

The walking and riding poker runs, biker games, and area rides were enjoyed by all.



Chuck Lennon
Nevada State Rally, Inc.
2010 Rally Coordinator
702-294-0722
nvrally@embarqmail.com



Department Head May Town Manager Report

Community Business Services & Economic Development Report

16 June 2010

**Suggestions for Town Board All agenda items, MUST BE typed can be downloaded from web site & brought in to town office for Town Managers Approval & decision on what board meeting to place on agenda. All submissions MUST have detailed back up. Town Manager Report on meeting with Board Members to answer questions. Topic, date time "if any"

Recent Accomplishments

- 1) Completed & presented revised plan on BLM Resource Management Plan regarding additional disposable properties for total of nine projects. Outlined Potential private public partnerships with BLM.
- 2) Survey options of establishing off road Vehicle Park and 2/4 annually sanction race events.
- 3) Establishing a citizen coalition with the PV Chamber to begin feasibility study on bring Rural Round Up to Pahrump in 2013
- 4) Continue to set up "Main Street Survey's.
- 5) Have meet and are assisting six new companies on entitlement on locating to Pahrump.
- 6) One of the USDA RBEG grant concept papers was accepted to advance forward to next round.
- 7) Collected data regarding Mesquites business licensing and city's economic development operation.
- 8) Visited with BLM Regional Specialist on potential concession project. Examples; Havasu, Parker, Bullhead City. This was completed at no cost to the Town of Pahrump.

Current Projects:

- 1) Main Street Survey. Conducted two more forums on question. "Where is Pahrump's Main Street" Will be conducting 4 or more community organization outreach meetings. Town Board for "My Town" private grant.
- 2) Working on plan for workshops on business licensing. First educational component of licensing requirements set forward by the state. Second, developing improved enforcement/monitoring of ordinance and why it is important. Third establish sliding scale of licensing cost that encourage business development. Still collecting info from other communities. Visited Mesquite, St George while on management training class.
- 3) Plan meeting with Public lands Advisory board on collected information with BLM on establishing an off road facility park on towns south side. Re-establish advisory board
- 4) Expanding system for PTO #56 & Property Clean Up, PTO 43, DA, reporting, fines data base vacant property. Working on Guide lines. System almost complete. Need legal review of process and enforcement citation.
- 5) Consideration on Marketing Attracting Promoting Pahrump for Economic Development "MAPPED" Still gathering data to conduct 2-4 community business development classes this fall 2010.
- 6) Working with private entity on building a water park on 80 acres of private property.
- 7) Town Manager follows up on EA for HUD grants & NDOT engineering for Fox Ave on PARC site.
- 8) Completing report on potential BLM concessions projects in Pahrump.

Future Projects:

- 1) Organize Town of Pahrump pre-grant preparedness file.

Team Discussion

- 1) Highway 160 Beautification Corridor (landscape NDOT set back)
- 2) Organize/outline Development of Town 5 year Strategic Plan.



UNITED STATES
NUCLEAR WASTE TECHNICAL REVIEW BOARD

2300 Clarendon Boulevard, Suite 1300
Arlington, VA 22201-3367

May 19, 2010
For Immediate Release

Karyn D. Severson
External Affairs

NWTRB Meeting to Focus on DOE Plans for Managing Spent Nuclear Fuel and High-Level Waste

The U.S. Nuclear Waste Technical Review Board will meet in Idaho Falls, Idaho, on Tuesday, June 29, 2010, to review U.S. Department of Energy (DOE) plans for managing spent nuclear fuel (SNF) and high-level radioactive waste (HLW). Among the topics that will be discussed are the amounts and characteristics of waste stored at the Idaho National Laboratory, agreements in place between the State of Idaho and the federal government related to the packaging and movement of the waste, how the recent decision to terminate the Yucca Mountain repository program will affect waste management plans, and plans underway at DOE to transition its responsibilities under the Nuclear Waste Policy Act (NWPA) from the Office of Civilian Radioactive Waste Management to the Office of Nuclear Energy. Also on the agenda are discussions of innovative reactor technologies that could affect amounts or types of SNF or HLW requiring disposal and presentations on studies of advanced fuel cycles. The Nuclear Waste Policy Amendments Act of 1987 requires the Board to conduct an independent review of the technical and scientific validity of DOE activities related to nuclear waste management, including transporting, packaging, and disposing of SNF and HLW.

The Board meeting will be held at the Hilton Garden Inn, 700 Lindsay Boulevard; Idaho Falls, ID 83402; (tel.) 208-522-9500, (fax) 208-522-9501.

A block of rooms has been reserved for meeting attendees at the Hilton Garden Inn. When making a reservation, please ask for the "NWTRB" rate. *Reservations should be made by June 21, 2010, to ensure receiving the meeting rate.* To make reservations, call 208-522-9500.

A detailed meeting agenda will be available on the Board's web site www.nwtrb.gov approximately one week before the meeting. The agenda also may be obtained by telephone request at that time. The meeting will be open to the public, and opportunities for public comment will be provided.



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
California Desert District
22835 Calle San Juan De Los Lagos
Moreno Valley, CA 92553
www.ca.blm.gov

May 20, 2010

Dear Friend of the California Desert:

The next meeting of the Bureau of Land Management's (BLM) California Desert Advisory Council will be held June 18-19 in Ridgecrest, California. The Council will participate in a field tour of BLM-managed public lands on Friday from 8:00 a.m. to 4:30 p.m., and meet in formal session on Saturday from 8:00 a.m. to 4:30 p.m. at the Heritage Inn & Suites, 1050 N. Norma St., Ridgecrest, California.

Agenda topics for the formal session on Saturday will include updates by Council members and reports from the BLM District Manager and five field office managers. Additional agenda topics are being developed. Once finalized, the field tour and meeting agendas will be posted on the BLM California state website at: <http://www.blm.gov/ca/st/en/info/rac/dac.html>.

All Desert District Advisory Council meetings are open to the public. Times for public questions/comments are scheduled at the beginning and end of the meeting, and may be made available by the council chairman during the presentation of various agenda items.

Although the Saturday meeting is tentatively scheduled from 8 a.m. to 4:30 p.m., the meeting could conclude prior to 4:30 p.m. should the Council conclude its discussions. Therefore, members of the public interested in a particular agenda item or discussion should schedule their arrival accordingly.

Written comments may be filed in advance of the meeting for the California Desert Advisory Council, c/o Bureau of Land Management, Public Affairs Office, 22835 Calle San Juan De Los Lagos, Moreno Valley, California, 92553. Written comments also are accepted at the time of the meeting and, if provided to the recorder, will be incorporated into the minutes.

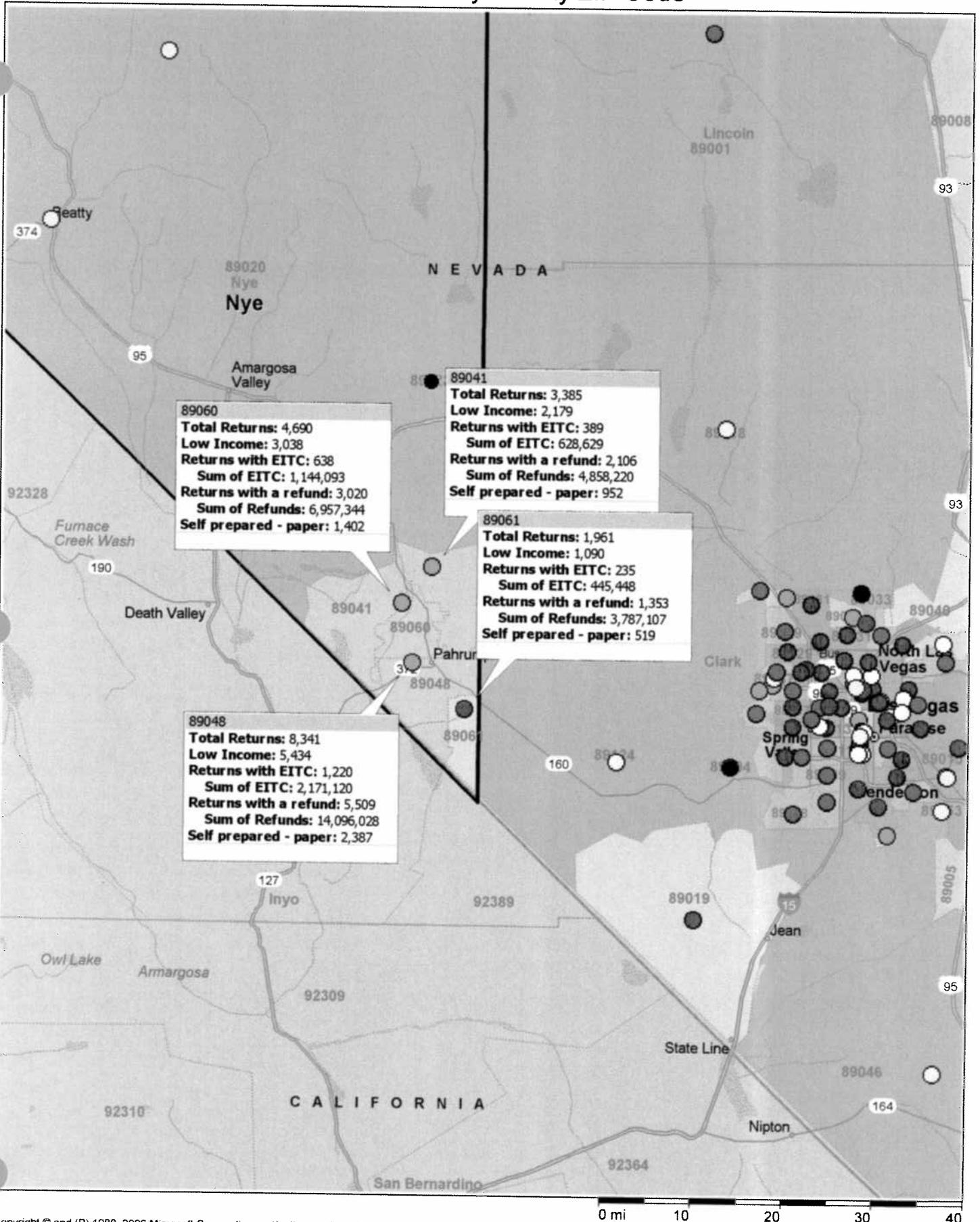
Please contact David Briery, Public Affairs Specialist, at (951) 697-5220 if you have any questions regarding the June 18-19, 2010 Desert Advisory Council meeting.

Sincerely,

Teresa A. Rami
For Teresa A. Rami
Desert District Manager

Site Name Jan June 2010	Bob Rudd Community Center	Great Basin College Pahrump	Total
Accepted	350	84	434
Paper	12	5	17
Total	362	89	451
EITC	32	31	63
Total Amount EIC	\$15,469.00	\$35,034.00	\$50,503.00
CTC	12	9	21
Total CTC	\$16,276.00	\$10,000.00	\$26,276.00
Edu Credit			0
Total Edu			\$0.00
Average AGI	\$23,255.81	\$13,315.43	
Total Refund Amt	\$244,397.00	\$119,709.00	\$364,106.00
Bal Due	66	1	67
60+	301	43	344

Total Returns by County ZIP Code



July 2010

July 2010							August 2010						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
4	5	6	7	8	9	10	1	2	3	4	5	6	7
11	12	13	14	15	16	17	8	9	10	11	12	13	14
18	19	20	21	22	23	24	15	16	17	18	19	20	21
25	26	27	28	29	30	31	22	23	24	25	26	27	28

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jun 27	28	29	30	Jul 1	2	3
4	5	6	7	8	9	10
	Holiday 3:00pm Dept Head M	9:00am Tom-VEA	11:30am Rotary 7:00pm Public Lands	7:00am Tourism 10:00am Ad Hoc Comm		
11	12	13	14	15	16	17
		9:00am Utility Meetin 7:00pm Town Board	11:30am Rotary 6:00pm Regional Plan			
18	19	20	21	22	23	24
	3:00pm Dept Head M		11:30am Rotary			
25	26	27	28	29	30	31
	5:00pm Nevada Outr	2:00pm CIPAC Meetin 7:00pm Town Board	11:30am Rotary		9:30am BLM/Patrick;	

Jul 25 - 31

Jul 18 - 24

Jul 11 - 17

Jul 4 - 10

Jun 27 - Jul 3

June 2010

June 2010							July 2010						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
6	7	8	9	10	11	12	1	2	3	4	5	6	7
13	14	15	16	17	18	19	11	12	13	14	15	16	17
20	21	22	23	24	25	26	18	19	20	21	22	23	24
27	28	29	30				25	26	27	28	29	30	31

May 30	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	Jun 1	2	3	4	5	
		9:00am Tom-VEA	LOGMAN/TLG Conference Vegas		10:30am Pre-Submitta	
			11:30am Rotary		1:00pm Rick/Al PACE	
			12:00pm Pre-Bid Simki			
			2:00pm Plaque Prese			
			7:00pm Public Lands			
6	7	8	9	10	11	12
	1:30pm Town Pool	9:00am Utility Meetin	10:00am Bill-Fidelity T	7:00am Tourism	7:00am NLC-McCarra	
	3:00pm Dept Head M	1:00pm Court-Kulkin	11:30am Rotary	10:00am Ad Hoc Comr	3:00pm Bid Opening;	
	6:00pm OHJAH		1:30pm Developer	1:00pm KYNE	6:00pm Nugget; Nug	
			3:00pm Website	6:30pm CTE-GBC		
			6:00pm Regional Plar			
13	14	15	16	17	18	19
		3:30pm Spring Mtn	9:00am Training; FD	5:30pm IAB		
			11:30am Rotary			
			2:00pm Joe D			
20	21	22	23	24	25	26
	10:00am EDEN	2:00pm CIPAC Meetin	11:30am Rotary	10:00am Ad Hoc Comr	9:30am BLM/Patrick;	Debunking
	3:00pm Dept Head M	7:00pm Town Board	7:00pm Public Lands			
27	28	29	30	Jul 1	2	3
	5:00pm Nevada Outri	8:00am Photos	11:30am Rotary			

TO: William A. Kohbarger
FROM: Terry Bostwick
Human Resources Coordinator
DATE: June 17, 2010

RE: JUNE ACTIVITY REPORT

- Various standard processes, including: performance evaluation forms x 10, PCRs x 2, timesheets entry, insurance forms, address change forms and HR matters
- Pre-Bid Airport Conference and Minutes
- Open Enrollment questions/changes
- Advertise FF/EMT-I position
- Website meetings
- Research Agreement for Services
- Research past employment
- Research various Policy/CBA questions
- Coordinate Pool Pact training schedule thru April 2011
- Coordinate additional training and webinars
- Review Incorporation Study and prepared comments
- Process New Hire paperwork x 5
- Check on accruals correction progress
- Coordinate Simkins Park Bid process
- Update HR forms

ONGOING PROJECTS

- Sick Leave Tradeback