

PAHRUMP TOWN BOARD MEETING
BOB RUUD COMMUNITY CENTER
150 NORTH HIGHWAY 160
TUESDAY – 7:00 P.M.
JULY 13, 2010

AGENDA

1. **Call to Order and Pledge of Allegiance.**
2. **Discussion and possible decision** regarding moving the order of, or deleting an agenda item(s). (Action)
3. **Announcements** (Non-Action)
4. **Advisory Board Reports**, from Advisory Board Chairpersons and/or Town Board Liaisons on the status of Advisory Boards. (Non-Action)
5. **Discussion and Possible Decision** on Entering into a Lease Agreement with Fidelity Tower to Place a Wireless Communications Tower on Town Owned Property Located at the corner of Squaw Valley and Kellogg and All Matters Properly Related Thereto. (Action)
6. **Discussion and Presentation** by Mr. Brian Shoemake, ‘Brian K. Media’, pertaining to the new Town of Pahrump’s Website. (Non-Action)
7. **Discussion and Possible Decision** on the Town Manager’s Performance Evaluation from July 01, 2009 to June 30, 2010 Pursuant to the Town Manager’s Contract Section 12 “Performance Evaluation” and All Matters Properly Related Thereto. (Action)
8. **Discussion and Possible Decision** on Joining with Nye County on Collaboration to Investigate the Possibility of Purchasing the Kingdom (Castle) Owned by Mr. Joe Richards Located at Homestead and SR 160. (Action)
9. **Discussion and Possible Decision** on Replacing an Engine in PVFRS Fire Apparatus Engine #1 at a cost not to Exceed \$30,000.00 and All Matters Properly Related. (Action)
10. **Discussion and Possible Decision** on Funding the Costs of the Service Clubs/Church Signs located along SR 160 & SR 372 from the Tourism Room Tax Fund at a cost of \$300.00 per Sign Not to Exceed \$12,600.00. (Action)
11. **Presentation** by Paula Glidden reporting on Kellogg Property Development for the Town Fair Grounds as proposed by PAVED and other matters. (Non-Action)
12. **Future Meetings/Workshops: Date, Time and Location.** (Action)

13. 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)

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

- a. Action – Approval of Town Board meeting minutes of June 22, 2010
- b. Action - Cancel Town Board Meeting for July 27, 2010 Due to no Quorum.
- c. Action - Authorize signing committee to approve the accounts payable originally Scheduled for July 27, 2010
- d. Action – Approval of Brent Ahlstedt as a member of the Pahrump Parks & Recreation Advisory Board
- f. Action - Approval of Bruce Cox, and Dennis Gardner as members of the Pahrump Veterans Memorial Board.

15. Town Manager Report. (Non-Action)

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

17. Adjournment.

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

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

Any member of the public who is disabled and requires accommodations or assistance at this meeting is requested to notify the Pahrump Town Office in writing, or call 775-727-5107 prior to the meeting. Assisted listening devices are available at Town board meetings upon request. This notice and agenda has been posted on or before 9:00 a.m. on the third working day before the meeting at the following locations:

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

ANNOUNCEMENTS

Regional Planning Commission meeting will be held Wednesday, July 14, 2010, at 10:30 AM at the Bob Ruud Community Center

Pahrump Valley Memorial Advisory Board will meet Thursday, July 15, 2010, at 6:00 PM at the Town Annex.

The Parks & Recreation Advisory Board meeting will be held at the Town Annex, Monday, July 19, 2010 at 6:30 PM.

Public Lands Advisory Board Meeting will be held Wednesday July 21, 2010 at 7:00 PM at the Town Annex.

The Social Security Representative will be at the Community Center, Room A & B at 9 am on July 27, 2010.

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
7/7/2010

DATE OF DESIRED BOARD MEETING
7/13/2010

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

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision on Entering into a Lease Agreement with Fidelity Tower to Place a Wireless Communications Tower on Town Owned Property Located at the corner of Squaw Valley and Kellogg 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:

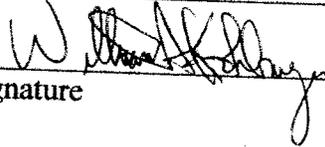
Fidelity Tower approached the Town about leasing a 80' x 80' piece of Town owned property located at Kellogg Road and Squaw Valley. The lease is set for \$875.00 a month for 10-years plus the Town can place public safety antennas on the tower at no cost. The lease will bring in \$10,500 annually or \$105,000.00 for the life of the lease agreement.

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Manager

NAME OF PRESENTER(S) OF ITEM: Town Manager/Fidelity Tower

William A. Kohbarger, Town Manager
Print Name

 07/07/10
Signature

Town Office
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

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

TO: Town Board

FROM: William A. Kohbarger, Town Manager

DATE: Thursday, July 08, 2010

RE: **Discussion and Possible Decision** on Entering into a Lease Agreement with Fidelity Tower to Place a Wireless Communications Tower on Town Owned Property Located at the corner of Squaw Valley and Kellogg and All Matters Properly Related Thereto. (Action)

1.) Background

Fidelity Tower approached the Town about leasing an 80' x 80' piece of Town owned property located at Kellogg Road and Squaw Valley. After a negotiation period the lease was established for \$875.00 a month for 10-years. Upon checking with other jurisdictions, \$875.00 a month is a fair and equitable rate. The Town also negotiated that the Town can place public safety antennas on the tower at no cost, which will assist the PVFRS in coverage issues.

A Fidelity representative was taken to the site located at Squaw Valley and Kellogg Road. A site was chosen. Chief Lewis and Mr. Luis both agreed with the site chosen.

2.) Fiscal Impact

The lease will create a revenue source for the Town's General Fund in the amount of \$10,500.00 annually or \$105,000.00 for the life of the lease agreement.

3.) Town Manager Recommendation and Board Action Requested

Town Manager's recommendation is for the Town Board to approve Entering into a Lease Agreement with Fidelity Tower to Place a Wireless Communications Tower on Town Owned Property Located at the corner of Squaw Valley and Kellogg for the following reason(s):

1. It will create a revenue stream for the Town
2. The Lease Agreement has been approved by our Legal Department
3. The Agreement also includes the ability of the Town to place Public Safety antennas on the Tower at no cost to the Town

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

William Kohbarger

From: Bill Daley [bill.daley@rlsusa.com]
Sent: Wednesday, June 16, 2010 3:00 PM
To: bkohbarger@pahrumnpnv.org
Subject: RE: Leasing Space for a Wireless Communications tower at 3650 Kellogg Road

Bill,

I've talked with Fidelity Tower regarding our meeting last week. They are okay with the \$875 monthly rent and also with putting public safety antennas on the tower at certain elevations, they would like to keep the higher more marketable elevations for the wireless carriers. We looked at the property and picked a location between the existing tower and Kellogg Rd. The power and telephone sources run along Kellogg Rd., which will make our access to the utilities very convenient. If the 80' X 80' area isn't available due to set backs from the road, we could reconfigure the area to 60' X 100' if need be.

I just wanted to follow up and see if you received the soft copy of the lease I sent you and to ask you if you needed any other information from me. I remember you mentioned possibly getting on the June 22nd agenda, is that still a possibility and if so is there any thing I can provide you for that meeting?

Regards,

Bill Daley

Reliant Land Services, Inc.

3157 N. Rainbow Blvd., Ste 344
Las Vegas, NV 89108
(702) 557-2170 Cell
Bill.Daley@rlsusa.com

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From: bkohbarger@pahrumnpnv.org [mailto:bkohbarger@pahrumnpnv.org]
Sent: Thursday, June 03, 2010 11:51 AM
To: Bill Daley
Subject: Re: Leasing Space for a Wireless Communications tower at 3650 Kellogg Road

Mr Daley,

Please contact me on Monday. I am out of the office until then at a conference. I would like to hear more and meet with you. Thanks

William A. Kohbarger
Pahrump Town Manager
775-727-5107 ext 305

Sent on the Now Network from my Sprint® BlackBerry

From: "Bill Daley" <bill.daley@rlsusa.com>
Date: Thu, 3 Jun 2010 10:45:13 -0700
To: <bkohbarger@pahrumnpnv.org>
Subject: Leasing Space for a Wireless Communications tower at 3650 Kellogg Road

Mr. Kohbarger,

I am representing Fidelity Towers, a wireless communications tower company, who is looking for a location for a wireless communications facility in the vicinity of the Town of Pahrump's property at 3650 Kellogg Road. Fidelity is working with the nation wide carriers such as Verizon, AT&T, MetroPCS, Circket, T-Mobile and Sprint to provide tower facilities for their networks in various locations around the southwest. They currently have a need for a location near your property and would like to know if the Town of Pahrump would be willing to lease space to Fidelity to install a 195' tower within a fenced compound for the collocation of multiple carriers to serve the southwest section of the town of Pahrump.

Fidelity is looking for a ground space of approximately 60' X 60', enough space to accommodate multiple carriers, with a tower inside the compound. Fidelity is looking for a 5 year initial term with nine (9) additional automatic renewals. Rent escalation would accompany each renewal at a rate of 15% per term. All costs for permitting, design and construction would be at Fidelity's cost and expense, and once construction is complete, we would be the quietest tenants you can find, maintenance on the site would be about once a month from the various carriers.

I would like to schedule a time to come out and meet with you to go over what Fidelity is proposing and address any concerns you may have with the proposed project. I will be calling you to follow up on this e-mail and to see if we could schedule some time to discuss Fidelity's proposal. If you have any questions, please feel free to call me at (702) 557-2170.

Bill Daley
Reliant Land Services, Inc.
(702) 557-2170 Cell
Bill.Daley@rlsusa.com

Please note that the information and attachments in this email are intended for the exclusive use of the addressee and may contain confidential or privileged information. If you are not the intended recipient, please do not forward, copy or print the message or its attachments. Notify me at the above address, and delete this message and any attachments. Thank you.

LAND LEASE AGREEMENT

This Land Lease Agreement ("Agreement") entered into as of the date set forth on the signature page hereof, by and between _____, a _____, whose address is _____ ("Owner") and **Fidelity Towers Inc.**, a Nevada corporation, whose address is 7539 East Stroh Road, Parker, CO 80134 ("Tenant"), provides for the granting and leasing of certain property interests on the following terms:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY.** Subject to the terms and conditions as provided herein, the property interests hereby leased and granted by Owner ("Premises") shall include the following:
 1. Real property comprised of approximately _____ (_____) square feet of land
 2. Non - exclusive easement required to run utility lines and cables
 3. Non - exclusive easement across Owner's Property (hereinafter defined) for access

IN OR UPON THE Owner's real property ("Owner's Property") located at _____ in _____ County, State of _____, which Owner's Property is otherwise identified as Parcel # _____, and more particularly described on Exhibit "A" and the Premises which are more particularly described on Exhibit "B" both exhibits of which are attached hereto and incorporated herein by this reference as if fully set forth.

2. **OPTION.** In consideration of the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) (the "Option Money"), to be paid by Tenant to Owner within thirty (30) days of Tenant's execution of this Agreement, Owner hereby grants to Tenant the exclusive right and option (the "Option") to lease the Premises in accordance with the terms and conditions set forth herein.

Tenant's obligation to pay the Option Money is contingent upon Tenant's receipt of a W-9 form setting forth the tax identification number or social security number of Owner, person or entity, to whom the Option Money is to be made payable as directed in writing by Owner.

OPTION PERIOD. The Option may be exercised at any time within Twelve (12) months of the execution of this Agreement by all parties (the "Option Period"). At Tenant's election and upon Tenant's written notice to Owner prior to expiration of the Option Period, the Option Period may be further extended for an additional Twelve (12) months with an additional payment of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) by Tenant to Owner for the extension of the Option Period. The Option Period may be further extended by mutual written agreement of the parties at the same rate as set forth hereinabove. If Tenant fails to exercise the Option within the Option Period as it may be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed surrendered, . Owner shall retain all money paid for the Option, and no additional money shall be payable from either party to the other. Tenant shall not commence construction of the Communication Facility (as defined herein) prior to exercising the Option. During the Option Period, Tenant may conduct Tests (as defined in Paragraph 5(f) below) on the Owner's Property. Upon the conclusion of the Tests, the Premises shall be returned to Owner in substantially similar condition as it was prior to the commencement of the Tests.

CHANGES IN PROPERTY DURING THE OPTION PERIOD. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner decides to sell, subdivide, or change the status of the zoning of the Premises or Owner's Property, Owner shall immediately notify Tenant in writing. Any sale of Owner's Property shall be subject to Tenant's rights under this Agreement. Owner agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner shall not initiate or consent to any change in the zoning of Owner's Property or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

Site #:
Site Name:

3. **TERM.** The term of this Agreement shall be five (5) years commencing on the date ("Commencement Date") specified in Tenant's written notice to Owner that Tenant is exercising the Option, and terminating on the fifth annual anniversary of the Commencement Date (the "Term"), unless otherwise terminated as provided in Paragraph 14. In no event will the Commencement Date be any later than the date that Tenant begins construction of the Communications Facility (as such term is defined in Paragraph 5 below). Tenant shall have the right to extend the Term for nine (9) successive five (5) year periods (each a "Renewal Term" and collectively the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Owner, in writing, of its intention not to renew prior to commencement of the succeeding Renewal Term.
4. **RENT.** (a) Tenant shall pay to Owner an annual lease fee of _____ THOUSAND AND 00/100 DOLLARS ("Rent") in monthly payments of _____ HUNDRED AND 00/100 DOLLARS (\$_____) commencing on the Commencement Date and on the first day of each month thereafter. If the obligations to pay Rent commences or ends on a day other than the first day of the month, then the Rent shall be prorated for that month. The Rent shall increase by Fifteen Percent (15%) with each Renewal Term. The first Rent payment shall be delivered within twenty (20) business days of the Commencement Date.
5. **USE.** (a) Subject to the terms and conditions of this Agreement and only after the Option to lease the Premises is exercised, Tenant may use the Premises for the purpose of constructing, installing, removing, replacing, maintaining and operating a communications facility subject to such modifications and alterations as required by Tenant (collectively, the "Communications Facility"), provided that Tenant shall not be required to occupy the Premises. The Communications Facility may include, without limitation, a tower, antenna arrays, dishes, cables, wires, temporary cell sites, equipment shelters and buildings, electronics equipment, generators, and other accessories. Owner shall provide Tenant with twenty four (24) hour, seven (7) day a week, year-round access to the Premises. Tenant shall construct a fence around the Premises subject to the zoning and building permit requirements of the governing municipality. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its operation, construction and use of the Communications Facility on the Premises. Tenant shall be responsible for maintaining any access road to the Premises. Tenant shall have the right to park its vehicles on Owner's Property within fifty (50) feet of and immediately adjacent to the Premises when Tenant is constructing, removing, replacing, and/or servicing its Communications Facility.
- (b) The Communications Facility and all modifications, repairs and maintenance shall be constructed, to industry standards and in a workmanlike manner, in accordance with this Agreement.
- (c) Tenant shall make proper arrangements for receiving, handling, storage and installation of its equipment and other personal property. Owner shall not be liable for any loss, damage or injury to properties of any kind that are shipped or otherwise delivered to or stored in or on the Premises or Owner's Property, except to the extent caused by the gross negligence or willful misconduct of Owner, its employees, agents, or contractors. Owner shall assume no responsibility for losses suffered by Tenant, its agents, employees or invitees, which are occasioned by theft except to the extent such loss, damage or injury is caused by the gross negligence or willful misconduct of Owner, its employees, agents, or contractors.
- (e) Owner shall timely pay all real property taxes and assessments against the Owner's Property. Tenant shall pay any increase in real property taxes, directly or via reimbursement to Owner, attributed to the Premises and any of the improvements thereon within thirty (30) days of receipt from Owner of a copy of said tax bill evidencing such an increase. Tenant shall pay all personal property taxes attributed to the Premises and any improvements thereon.
- (f) During the Option Period, Tenant, its agents and contractors, are hereby granted the right, at its sole cost and expense, to enter upon the Owner's Property and conduct such studies, as Tenant deems necessary to determine the Premises' suitability for Tenant's intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies, as Tenant deems necessary or desirable (collectively, the "Tests"). Tenant shall not be liable to Owner or any third party on account of any pre-existing defect or condition on or with respect to Owner's Property, whether or not such defect or condition is disclosed by the Tests.
- (g) Throughout the term of this Agreement, Owner shall cooperate with Tenant and execute all documents required to permit Tenant's intended use of the Premises in compliance with zoning, land use, utility service, and for building regulations. Owner shall not take any action that would adversely affect Tenant's obtaining or maintaining any governmental approval. Owner hereby appoints Tenant as its agent and attorney-

Site #:
Site Name:

in-fact for the limited purpose of making such filings and taking such actions as are necessary to obtain any desired zoning, land use approvals and/or building permits required for Tenant's intended use of the Premises.

6. **SUBLEASING.** Tenant has the right to sublease all or any portion of the Premises during the Term and Renewal Terms of this Agreement, without Owner's consent, subject to the following conditions (i) the term of the sublease may not extend beyond the Term and any Renewal Terms of this Agreement, and, (ii) all subleases are subject to all the terms, covenants, and conditions of this Agreement.
7. **ASSIGNMENT.** (a) Tenant shall have the right to freely assign or transfer its rights under this Agreement, in whole or in part, to its holding company, or any company that acquires substantially all of Tenant's assets, at any time, without Owner's consent. Tenant shall have the right to assign or transfer its rights under this Agreement, in whole or in part, to any person or any business entity at any time, upon notice to but without the approval or consent of Owner. After delivery by Tenant of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Agreement to Owner, Tenant will be relieved of all liability thereafter accruing after the date of such assignment.
(b) Tenant may assign, pledge, mortgage or otherwise encumber its interest in this Agreement to any third party (a "Leasehold Lender") as security for any loan to which Owner hereby consents to without requirement of further evidence of such consent. The Leasehold Lender may secure its interest in such a loan by Tenant's grant of (i) a leasehold mortgage and assignment of rents, leases, contracts, etc. (the "Leasehold Mortgage") encumbering all of Tenant's interest in this Agreement and the Premises; (ii) a security agreement and other security documents (the "Security Agreements") that will encumber and grant a security interest in all of Tenant's now or hereafter existing tangible or intangible personal property located on, derived from, or utilized in connection with the Premises and the Agreement (collectively the "Personal Property").
 1. **Successors.** Any Leasehold Lender under any note or loan secured by a Leasehold Mortgage or deed of trust lien on Tenant's interest (or any successor's interest to Tenant's interest) who succeeds to such interest by foreclosure, deed in lieu of foreclosure, or otherwise, may take title to and shall have all of the rights of Tenant under this Agreement including the right to exercise any renewal option(s) or purchase option(s) set forth in this Agreement, and to assign this Agreement as permitted hereunder.
 2. **Default Notice.** Owner shall deliver to the initial Leasehold Lender and any subsequent Leasehold Lender(s) (for such subsequent Leasehold Lender(s) at the address as Tenant or Leasehold Lender shall affirmatively inform Owner by written notice hereof) a copy of any default notice given by Owner to Tenant under this Agreement. No default notice from Owner to Tenant shall be deemed effective against the Leasehold Lender unless sent to the notice address for Leasehold Lender (if provided to Owner as set forth herein) or as amended from time to time.
 3. **Notice and Curative Rights.** If Tenant defaults on any monetary obligations under this Agreement then Owner shall accept a cure thereof by the Leasehold Lender within thirty (30) days after Leasehold Lender's receipt of written notice of such default. For non-monetary defaults, Owner will not terminate this Agreement for so long as Leasehold Lender is diligently pursuing a cure of the default, provided such period of time shall not exceed one hundred twenty (120) days and if curing such non-monetary default requires possession of the Premises then Owner agrees to give the Leasehold Lender a reasonable period of time to obtain possession of the Premises and to cure such default.
 4. **No Amendment.** This Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Leasehold Lender's interest therein and this Agreement will not be surrendered, terminated or cancelled either (i) by Tenant without the prior written consent of the Leasehold Lender, or (ii) by Owner without prior written notice to the Leasehold Lender as provided for herein.
 5. **New Lease.** If this Agreement is terminated for any reason or otherwise rejected in bankruptcy then Owner will enter into a new lease with Leasehold Lender (or its designee) on the same terms as this Agreement as long as Leasehold Lender pays all past due amounts and cures any other non-monetary default under this Agreement within thirty (30) calendar days of notice of such termination.
 6. **Subordination.** Owner hereby agrees that all right, title and interest of the Owner in and to any collateral encumbered by the Leasehold Mortgage or Security Agreements in favor of Leasehold Lender, is hereby subordinated and made subject, subordinate and inferior to the lien and security interest of the Leasehold Mortgage and Security Agreements which subordination shall remain in effect for any modifications or extensions of the Leasehold Mortgage and Security Agreements.
 7. **Leasehold Lender/Third Party Beneficiary.** Any Leasehold Lender shall be considered a third party beneficiary of the terms and conditions of this Agreement.

Site #:
Site Name:

8. **Notice.** Notices to Leasehold Lender shall be sent to such address as provided to Owner by Tenant from time to time and as may be amended from time to time by written notice to Owner from Tenant.
8. **TRANSFER WARRANTY.** During the term of this Agreement, Owner covenants and agrees that it will not grant, create, or suffer any claim, lien, encumbrance, easement, restriction, or other charge or exception to title to the Owner's Property and the Premises that adversely affects Tenant's rights under this Agreement. Upon Tenant's prior written consent, Owner may sell, lease, transfer, grant a perpetual easement or otherwise convey all or any part of the Owner's Property to a transferee and such transfer shall be under and subject to this Agreement and all of Tenant's rights hereunder. It is agreed that in no event will Owner allow any sale, lease, transfer, or grant of easement that adversely affects Tenant's rights under this Agreement.
9. **UTILITIES.** Tenant shall have the right, at its expense, to install or improve utilities servicing Owner's Property (including, but not limited to, the installation of emergency power generators, power lines and utility poles). Payment for electric service and for telephone or other communication services to the Communications Facility shall be Tenant's responsibility. At no cost or expense to Owner, Owner agrees to cooperate with Tenant in its efforts to obtain, install and connect the Communications Facility to existing utility service at Tenant's expense. Notwithstanding the foregoing, Tenant shall secure its own metered electrical supply.
10. **REMOVAL OF COMMUNICATIONS FACILITY.** All portions of the Communication Facility will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term or any Renewal Term. Owner covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, Owner's Property, it being the specific intention of the Owner that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term or any Renewal Term.
11. **EXCLUSIVITY.** During the Term and any Renewal Term, neither Owner, nor its successors or assigns, will use or suffer or permit another person, corporation, company, or other entity to use the Owner's Property or other properties within one mile of Premises boundary, now or hereafter owned, leased, or managed by Owner, its successors or assigns, for the uses permitted herein or other uses similar thereto, excepting any such use by a third party existing as of the date of this Agreement.
12. **MAINTENANCE.** Tenant will use best efforts to maintain the Premises in good condition and state of repair. Except insofar as Tenant is made responsible by this Agreement, Owner will maintain the Owner's Property surrounding the Premises in good condition and state of repair.
13. **REMOVAL OF COMMUNICATIONS FACILITY.** Upon written request of Owner, to be given within ten (10) days of the expiration or earlier termination of this Agreement, or at Tenant's option, above-ground improvements, including but not limited to all personal property and trade fixtures of Tenant, specifically including the tower, fences, concrete pads and buildings, as well as any foundation down to a depth of two (2) feet below grade level shall be removed by Tenant within sixty (60) days after the expiration or earlier termination of this Agreement.
14. **INSURANCE.** Tenant shall maintain commercial general liability insurance insuring Tenant against liability for personal injury, death or damage to personal property arising out of use of the Premises by Tenant, with combined single limits of One Million Dollars (\$1,000,000). Tenant shall add Owner as an additional insured on Tenant's commercial general liability insurance policy within thirty (30) days of the Commencement Date.
15. **CONDITION OF PROPERTY.** Owner represents, to the best of its knowledge, that the Owner's Property and all improvements thereto, are in compliance with all building, life/safety, and other laws of any governmental or quasi-governmental authority.
16. **TERMINATION.** Tenant may terminate this Agreement at any time, in its sole discretion by giving written notice thereof to Owner not less than thirty (30) days prior to the Commencement Date. Further, this Agreement may be terminated by Tenant immediately, at any time, upon giving written notice to Owner, if (a) Tenant cannot obtain all governmental certificates, permits, leases or other approvals (collectively, "Approvals")

Site #:

Site Name:

required and/or any easements required from any third party, or (b) any Approval is canceled, terminated, expired or lapsed, or (c) Owner fails to deliver any required non-disturbance agreement or subordination agreement, or (d) Owner breaches a representation or warranty contained in this Agreement and such breach is not cured within thirty (30) days of written notice from Tenant to Owner, or (e) Owner fails to have proper ownership of the Owner's Property and/or authority to enter into this Agreement, or (f) Tenant determines that the Owner's Property contains substances of the type described in Section 19 of this Agreement and such substances were not the result of Tenant's use of the Property, or (g) Tenant determines that the Premises is not appropriate for its operations for economic, environmental or technological reasons.

17. **INDEMNITY.** Owner & Tenant hereby agree to indemnify and defend each other against, and holds harmless each other from any and all costs (including reasonable attorney's fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (a) the breach of this Agreement by the indemnifying party; and (b) the use and/or occupancy of the Premises, or the balance of the Owner's Property, by such indemnifying party. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified party and shall survive the termination of this Agreement. These provisions of the Agreement relating to indemnification shall survive any termination or expiration of this Agreement.
18. **HAZARDOUS SUBSTANCES.** Owner represents that to the best of its knowledge there is no substance, chemical, or waste on the Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Owner shall hold Tenant harmless from and indemnify Tenant against any damage, loss, expense, response costs, or liability, including consultant fees and attorneys' fees resulting from the presence of hazardous substances on, under or around the Owner's Property or resulting from hazardous substances being generated, stored, disposed of, or transported to, on, under, or around the Owner's Property as long as the hazardous substances were not generated, stored, disposed of, or transported by Tenant or its employees, agents or contractors. Owner and Tenant agree that each will be responsible for their respective compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Owner's Property. Owner and Tenant shall hold each other harmless from and indemnify and defend each other against any damage, loss, expense, response costs, or liability, including reasonable consultant fees and attorneys' fees resulting from the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect.
19. **CASUALTY/CONDEMNATION.** (a) If any portion of the Owner's Property or Communication Facility is damaged by any casualty and such damage adversely affects Tenant's use of the property, or if a condemning authority takes any portion of the Owner's Property and such taking adversely affects Tenant's use of the Owner's Property, this Agreement shall terminate as of the date of casualty or the date the title vests in the condemning authority, as the case may be if Tenant gives written notice of the same within thirty (30) days after Tenant receives notice of such casualty or taking. The parties shall be entitled to make claims in any condemnation proceeding for value of their respective interests in the Property (which for Tenant may include, where applicable, the value of the Communications Facility, moving expenses, prepaid Rents, and business dislocation expenses). Sale of all or part of the Owner's Property including the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.
- (b) Notwithstanding anything in this Agreement to the contrary, in the event of any casualty to or condemnation of the Premises or any portion thereof during such time as any Leasehold Mortgage shall remain unsatisfied, the Leasehold Lender shall be entitled to receive all insurance proceeds and/or condemnation awards applicable to Premises (up to the amount of the indebtedness secured by the Leasehold Mortgage) otherwise payable to Tenant or Owner or both and apply them in accordance with the Leasehold Mortgage and shall have the right, but not the obligation, to restore the Premises.

Site #:
Site Name:

20. **WAIVER OF OWNER'S LIEN.** To the extent permitted by law, Owner hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Communications Facility or any portion thereof, regardless of whether or not the same is deemed real or personal property under applicable law.
21. **QUIET ENJOYMENT.** Tenant, upon payment of the Rent, shall peaceably and quietly have, hold and enjoy the Premises. If, as of the date of execution of this Agreement or hereafter, there is any mortgage, or other encumbrance affecting Owner's Property, then Owner agrees to use its best efforts to obtain from the holder of such encumbrance a Non-Disturbance and Attornment Agreement that Tenant shall not be disturbed in its possession, use, and enjoyment of the Premises, provided it is not in default of the Agreement. Owner shall not cause or permit any use of Owner's Property that interferes with or impairs the quality of the communication services being rendered by Tenant from the Premises. Owner shall not grant any other person or entity the right to operate a wireless communication facility on Owner's Property without the express written consent of Tenant. Except in cases of emergency threatening life and/or personal property, Owner shall not have access to the Premises unless accompanied by Tenant personnel except in cases of emergency threatening life and/or personal property.
22. **DEFAULT.** Except as expressly limited herein, Owner and Tenant shall each have such remedies for the default of the other party hereto, as may be provided at law or equity and including the right to terminate this Agreement, following written notice of such default described in reasonable detail with a demand to cure and failure to cure the same within thirty (30) days. For non-monetary defaults, Owner will not terminate this Agreement for so long as Tenant is diligently pursuing a cure of the default provided such period of time shall not exceed one hundred twenty (120) days from receipt by Tenant of notice and demand to cure. If, pursuant to the provisions of this Agreement or as a matter of law, Owner shall have the right to terminate this Agreement, then (a) Owner shall take no action to terminate the Agreement without first giving to the Leasehold Lender written notice of such right, a description of the default in reasonable detail, and a reasonable time thereafter not to exceed one hundred twenty (120) days from the receipt of such notice, (i) in the case of a default susceptible of being cured by the Leasehold Lender, to cure such default or (ii) in the case of a default not so susceptible of being cured by the Leasehold Lender, to institute, prosecute and complete foreclosure proceedings to otherwise acquire Tenant's interest under this Agreement; provided however, that the Leasehold Lender shall not be obligated to continue such possession or continue such foreclosure proceedings after such default shall have been cured, and (b) absent a Leasehold Lender, Owner may only exercise its right to terminate by providing written notice of termination to Tenant.
24. **ESTOPPEL CERTIFICATES.** Owner shall from time to time, within ten (10) days after receipt of request by Tenant, deliver a written statement addressed to Tenant or any Leasehold Lender certifying:
- (a) that this Agreement is unmodified and in full force and effect (or if modified that this Agreement as so modified is in full force and effect);
 - (b) that the agreement attached to the certificate is a true and correct copy of this Agreement, and all amendments hereto;
 - (c) that to the knowledge of Owner, Tenant has not previously assigned or hypothecated its rights or interests under this Agreement, except as described in such statement with as much specificity as Owner is able to provide;
 - (d) the term of this Agreement and the Rent then in effect and any additional charges;
 - (e) the date through which Tenant has paid the Rent;
 - (f) that Tenant is not in default under any provision of this Agreement (or if in default, the nature thereof in detail) and a statement as to any outstanding obligations on the part of Tenant and Owner; and
 - (g) such other matters as are reasonably requested by Tenant.

Site #:
Site Name:

Without in any way limiting Tenant's remedies which may arise out of Owner's failure to timely provide an estoppel certificate as required herein, Owner's failure to deliver such certificate within such time shall be conclusive (i) that this Agreement is in full force and effect, without modification except as may be represented by Tenant; (ii) that there are no uncured defaults in Tenant's or Owner's performance hereunder; and (iii) that no Rent for the then current month, has been paid in advance by Tenant.

25. **SEVERABILITY.** If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of the Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Agreement will be valid or enforceable to the fullest extent permitted by law.

26. **INTERPRETATION.** Each party to this Agreement and its counsel have reviewed and had the option to revise this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

27. **MISCELLANEOUS**

(a) Owner represents and warrants that Owner has full authority to enter into and sign this Agreement and has good and indefeasible fee simple title to the Owner's Property. The person executing on behalf of Owner represents individually that such person has the authority to execute this Agreement on behalf of Owner.

(b) Tenant warrants and represents that it is duly authorized to do business in the state in which the Premises is located and that the undersigned is fully authorized by Tenant to enter into this Agreement on behalf of Tenant.

(c) This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the Owner and Tenant. A writing signed by both parties may only amend this Agreement.

(d) The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

(e) The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

(f) Time is of the essence of Owner's and Tenant's obligations under this Agreement.

(g) The parties may sign this Agreement in counterparts hereto.

(h) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and Tenant.

(i) The prevailing party in any action or proceeding in court to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

(j) Owner shall execute and acknowledge and deliver to Tenant for recording a Memorandum of this Agreement ("Memorandum") upon Tenant's reasonable request to properly memorialize and give notice of this Agreement in the public records. Tenant will record such Memorandum at Tenant's sole cost and expense.

(k) Rent payments and notices, requests, and other communication shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally

recognized overnight courier service to the address set forth beneath the signature of each party below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service. Notices shall be sent to:

For Tenant:

Fidelity Towers Inc.
7539 E. Stroh Road
Parker, CO 80134

For Owner:

The above addresses may be changed at any time by giving prior written notice as above provided.

(l) This Agreement shall be construed in accordance with the laws of the state in which the Owner's Property is located.

(m) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(n) Owner and Tenant each represent that a real estate broker or other agent in this transaction has not represented them. Each party shall indemnify and hold harmless the other from any claims for commission, fee or other payment by such broker or any other agent claiming to have represented a party herein.

(o) Except as otherwise provided herein, Owner agrees to pay when due all taxes, charges, judgments, liens, claims, assessments, and/or other charges outstanding which are levied upon Owner or the Owner's Property and which are or in the future could become liens upon the Owner's Property, in whole or in any part (individually or collectively, "Liens"). Upon failure of the Owner to pay the Liens when due as provided above, Tenant at its option and upon thirty (30) days prior written notice to Owner, may pay said Liens. Tenant shall have the right to setoff and offset any sum so paid by Tenant and any and all costs, expenses and fees (including reasonable attorney's fees) incurred in effecting said payment, against Rents or against any other charges payable by Tenant to Owner under the terms of this Agreement. In the event that Tenant elects not to set off or offset the amounts paid by Tenant against Rents or in the event that the amounts paid by Tenant exceed the Rents payable to Owner for the then term of the Agreement, Owner shall reimburse Tenant for all amounts paid by Tenant (or not offset) immediately upon demand. Any forbearance by Tenant in exercising any right or remedy provided in this paragraph or otherwise afforded by law shall not be deemed a waiver of or preclude the later exercise of said right or remedy.

(p) Neither Tenant nor Owner shall not disclose the financial terms of this Agreement to third parties without the express written consent of the non-disclosing party.

(q) Owner's recourse against any Leasehold Lender shall be expressly limited to such Leasehold Lender's interest in this Agreement.

(The remainder of this page is intentionally left blank.)

Site #:
Site Name:

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement effective as of the _____ day of _____, 2010.

OWNER:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Notary Public:

I, _____, do hereby certify that

_____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2010.

TENANT:

Fidelity Towers Inc.

a Nevada corporation

By: _____

Name: _____

Its: _____

Date: _____

Notary Public:

I, _____, do hereby certify that

_____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2010.

Site #:

Site Name:

EXHIBIT "A" TO LAND LEASE AGREEMENT

OWNER'S PROPERTY

Owner and Tenant agree that the precise legal description for the Owner's Property will be corrected, if necessary, and that Tenant may place the correct legal description on this Exhibit "A".

Site #:
Site Name:

EXHIBIT "B" TO LAND LEASE AGREEMENT

PREMISES

- a) Real property comprised of approximately _____ thousand _____ hundred (_____) square feet of land
- b) Non – exclusive easement required to run utility lines and cables
- c) Non – exclusive easement across Owner's Property (hereinafter defined) for access

SITE SKETCH:

APPROVED Owner: _____ **(Initial)**

APPROVED Tenant: _____ **(Initial)**

Notes:

1. *This Exhibit may be replaced by a land survey of the Premises at Tenant's sole cost and expense, together with non-exclusive easements for utility lines and cables to service the Premises, and a non-exclusive easement for ingress and egress across Owner's Property to the Premises.*
2. *Setback of the Premises from the Owner's Property lines shall be the distance required by the applicable governmental authorities.*
3. *Width of access road, if any, shall be the width required by the applicable governmental authorities, including police and fire departments.*

Site #:

Site Name:

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

TO: Town Board
FROM: William A. Kohbarger, Town Manager
DATE: Thursday, July 08, 2010
RE: **Discussion and Possible Decision** on Entering into a Lease Agreement with Fidelity Tower to Place a Wireless Communications Tower on Town Owned Property Located at the corner of Squaw Valley and Kellogg and All Matters Properly Related Thereto. (Action)

1.) Background

Fidelity Tower approached the Town about leasing an 80' x 80' piece of Town owned property located at Kellogg Road and Squaw Valley. After a negotiation period the lease was established for \$875.00 a month for 10-years. Upon checking with other jurisdictions, \$875.00 a month is a fair and equitable rate. The Town also negotiated that the Town can place public safety antennas on the tower at no cost, which will assist the PVFRS in coverage issues.

A Fidelity representative was taken to the site located at Squaw Valley and Kellogg Road. A site was chosen. Chief Lewis and Mr. Luis both agreed with the site chosen.

2.) Fiscal Impact

The lease will create a revenue source for the Town's General Fund in the amount of \$10,500.00 annually or \$105,000.00 for the life of the lease agreement.

3.) Town Manager Recommendation and Board Action Requested

Town Manager's recommendation is for the Town Board to approve Entering into a Lease Agreement with Fidelity Tower to Place a Wireless Communications Tower on Town Owned Property Located at the corner of Squaw Valley and Kellogg for the following reason(s):

1. It will create a revenue stream for the Town
2. The Lease Agreement has been approved by our Legal Department
3. The Agreement also includes the ability of the Town to place Public Safety antennas on the Tower at no cost to the Town

If you have any additional questions, I 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
7/6/2010

DATE OF DESIRED BOARD MEETING
7/13/2010

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

ITEM REQUESTED FOR CONSIDERATION:

Presentation by Mr. Brian Shoemake, "Brain K Media", pertaining to the new Town of Pahrump's Website.

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

BRIEF SUMMARY OF ITEM:

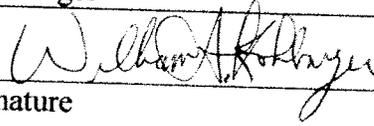
Mr. Shoemake will be presenting the new Town of Pahrump's website.

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

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
7/6/2010

DATE OF DESIRED BOARD MEETING
7/13/2010

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

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision on the Town Manager's Performance Evaluation Pursuant to the Town Manager's Contract Section 12 "Performance Evaluation" from July 01, 2009 to June 30, 2010 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:

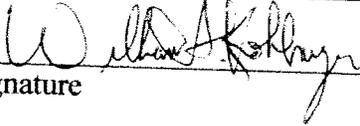
Review and approval of the 2009/2010 Town Manager Performance Evaluation.

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Board/Town Manager

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

William A. Kohbarger, Town Manager
Print Name


Signature

Town Office
Mailing Address

(775) 727-5107 ext 305
Telephone Number

this agreement, but shall receive payment for any and all annual and sick leave accrued pursuant to the Town of Pahrump Personnel Policy.

Section 12: Performance Evaluation

Employer shall annually review the performance of the Employee in June pursuant to the Town Board Policy, Section 2 "Town Manager Evaluation." The final written evaluation should be completed and delivered to the Employee no later than the 30th of June of each year.

Annually the Employer and Employee shall jointly define goals and performance objectives that they determine necessary for the proper operation of the Town of Pahrump and for the attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. These goals and objectives shall be completed no later than June 30th, of each year.

If the evaluation is not completed by June 30th, the Employee will automatically receive a passing evaluation and receive a CPI raise plus 2% merit increase in annual compensation.

Section 13: Hours of Work

The Employer acknowledges the proper performance of the Town Manager duties require the Employee to generally observe normal business hours and also will require the performance of necessary services outside of normal business hours. Because the Town Manager job title is an exempt position, the Employee agrees to devote such additional time as is necessary for the full and proper performance of the Town Manager duties and that the compensation herein provided includes for such performance. The Employer intends that reasonable flexible scheduling of time off be permitted, such is customary for exempt employees, so long as the time off does not interfere with the completion of the required duties as identified in Section 2.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement. The Employee shall receive prior written approval of the employer before participating in the above mentioned activities.

Section 15: Moving and Relocation Expenses

The Employer shall pay a lump sum payment not to exceed \$10,000.00 to the Employee to cover relocation costs. Estimates will be obtained of the relocation expenses and submitted to the Town of Pahrump Finance Director for approval before relocating.

Per Town Board Policy and Town Manager Employment Contract, the Town Board is tasked with annually evaluating the performance of the Town Manager. As such, on May 5, 2010, each member was emailed the evaluation form; *Section 12: Performance Evaluation* of the Town Manager's employment contract; and instructions for submission.

As of the deadline, only three of the five Board members completed and submitted their evaluation forms, with an overall average rating of 3.69 out of a possible 5.

According to Section 12 of the Town Manager's employment contract, "*Employer shall annually review the performance of the Employee in June, pursuant to the Town Board Policy, Section 2 'Town Manager Evaluation.'* The final written evaluation should be completed and delivered to the Employee no later than the 30th of June of each year."

The final paragraph in that section states, "*If the evaluation is not completed by June 30th, the Employee will automatically receive a passing evaluation and receive a CPI raise plus 2% merit increase in annual compensation.*"

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
7/2/2010

DATE OF DESIRED BOARD MEETING
7/13/2010

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

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision on Joining with Nye County on a Collaboration to Investigate the Possibility of Purchasing the Kingdom (Castle) Owned by Mr. Joe Richards Located at Homestead and SR160.

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:

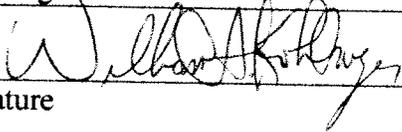
The Town is respectfully requesting to work alongside Nye County staff in an attempt to purchase the Castle from Mr. Richards and turn the facility into a Welcoming Center for Nye County and the Town of Pahrump.

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

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

TO: Town Board

FROM: William A. Kohbarger, Town Manager

DATE: Thursday, July 08, 2010

RE: **Discussion and Possible Decision** on Joining with Nye County on Collaboration to Investigate the Possibility of Purchasing the Kingdom (Castle) Owned by Mr. Joe Richards Located at Homestead and SR 160. (Action)

1.) Background

Over the past two years the Town has heard numerous complaints about the pictures attached to the Kingdom and the overall affect the Kingdom has on the Town. Many of those complaints were that the Kingdom is one of the first thing people see upon entering Pahrump.

Recently, the Town was introduced to Mr. Richards by a prominent Town of Pahrump businessman who thought it would be a good idea for the Town and/or County of Nye to purchase the Kingdom.

Upon speaking with numerous other Pahrump business owners they concurred that the purchasing of the Kingdom would be a good idea and it would assist in creating a better atmosphere for entering the Town of Pahrump/Nye County.

Staff contacted Nye County to see if they would have an interest in a partnership and the County replied possibly.

Town staff along with several Pahrump business persons then created an idea of turning the Kingdom into a Welcoming Center/Gift Shop which would house the Pahrump Valley Chamber of Commerce. The name of the new complex could be "Town of Pahrump/Nye County Welcoming Center."

Town staff then contacted the Pahrump Valley Chamber of Commerce and the CEO of the PVCC advised they would have a strong interest in moving into the Kingdom.

The above laid out process has lead staff to bring the idea/thought to the Town Board requesting permission to proceed with taking this idea formally to the BoCC. From there the next step would be to garner an appraisal of the Kingdom and then start a negotiation with the owner, Mr. Joe Richards.

The staff at this point is just requesting permission to start the aforementioned process.

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

2.) Fiscal Impact

At this point in time, there would be no cost to the Town. Once the appraisal is obtained and Town will have a better feel for the overall cost of this project. At that point, the staff will bring back the costs to the Town Board along with a source for the funds..

3.) Town Manager Recommendation and Board Action Requested

Town Manager's recommendation is for the Town Board to Approve the Town staff to Approach Nye County on Collaboration to Investigate the Possibility of Purchasing the Kingdom (Castle) Owned by Mr. Joe Richards Located at Homestead and SR 160 for the following reason(s):

1. Staff is just requesting permission to move forward on investigating the possibly of purchasing the kingdom from Mr. Richards.

If you have any additional questions, I 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
7/7/2010

DATE OF DESIRED BOARD MEETING
7/13/2010

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

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision on Replacing an Engine in PVFRS Fire Apparatus Engine #1 at a Cost not to Exceed \$30,000.00 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 engine in Fire Apparatus Engine #1 has failed. Chief Lewis is in the process of obtaining estimates for the cost to replace the engine.

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Manager/Town Fire Chief

NAME OF PRESENTER(S) OF ITEM: Town Manager/Town Fire Chief

William A. Kohbarger, Town Manager
Print Name

William A. Kohbarger 07/07/10
Signature

Town Office
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

#9

Pahrump Valley Fire-Rescue Services

Administrative Offices

300 North Highway 160

Pahrump, Nevada 89060

(775) 727-5658 fax: (775) 727-7896

Scott F. Lewis, Fire Chief

MEMORANDUM

Date: July 1, 2010

To: Bill Kohbarger
Michael Sullivan

From: Scott F. Lewis
Fire Chief

Subject: Engine 1

.....

Background:

I write with regard to our 1996 HME/Ferrara Fire Engine. The 14 year old Engine is powered by a 6V-92 (2-cycle) diesel engine with a first generation computer program.

During our daily truck checks, crews observed evidence of coolant on the engine dipstick. The truck was immediately taken to our heavy equipment mechanic at Rodd Paulson, Inc. Their investigation revealed coolant through the valves on the left head. They informed me that further testing should be completed by a Detroit Dealer as many of the parts are proprietary or no longer available.

The testing was completed by W.W. Williams Detroit in Las Vegas. The results showed that aged wear and tear allowed the coolant to flow out of their confines within the head eventually finding its way down into the oil pan. The leakage also caused scoring of a cylinder.

Options:

Our 1996 HME is a first-out piece of apparatus and is key component of our fire suppression/rescue operation.

As you are aware, the extent of the problem and the remedies available to us were explained during our recent teleconference with Walter of W.W. Williams Detroit.

"Our commitment is to be prepared, through training, to assure a safe outcome in any emergency".

Option 1:

Replace only the damaged heads (top end rebuild) at a cost of approximately \$15,000 including labor. There would be a minimal warranty for repair parts and labor only. There is no guarantee that the lower end would be without problems.

Option 2:

Rebuild the upper and lower end of the engine at an undetermined cost (unknown parts required at this time) again with a minimal warranty for parts and labor.

Option 3:

Replace the 6V92 Engine with a factory remanufactured 6V92 engine which would include the latest computer programming and a better factory warranty covering the entire engine and labor.

The 1996 Engine has a solid stainless steel body and an enclosed cab; therefore, it stands to reason that the truck will remain in our department for years to come.

To purchase a similar fire engine would cost approximately \$450,000.

Budget:

The costs associated with the engine are covered under the applicable budget line item.

Additional:

I spoke with several local repair facilities including W.W. Williams, Rodd Paulson, Inc. and Fire Trucks Unlimited. Each agreed that the replacement was the best option considering the application as an emergency vehicle.

Attachments:

Preliminary quotes.

I am available for any questions that you may have.

Scott

ROD PAULSON INC
 4590 N LESLIE STREET
 PAHRUMP, NV 89060

Attn: Scott Lewis

Estimate

775.751.8766 Fax # 775.751.8755

Date	Estimate #
7/9/2010	2029

Name / Address
PAHRUMP FIRE & RESCUE SERVICES 300 NO HWY 160 PAHRUMP NV 89048

Vehicle Information

P.O. No.		Terms	Equipment Number	Rep
E1		Net 25		RDP
Qty	Item	Description	Price Each	Total
1	PART	6V92 REBUILT ENGINE W/ JAKES	19,890.99	19,890.99
1	INBOUND	FREIGHT	250.00	250.00
1	OUTBOUND	FREIGHT	250.00	250.00
7	50/50MXG	ANTIFREEZE 50-50 MIX PER GAL	9.99	69.93
6	15W40	PER GAL MOTOR OIL	12.99	77.94
1	1970	OIL FILTER	22.99	22.99
1	3120	FUEL FILTER	10.99	10.99
1	3118	FUEL FILTER	10.99	10.99
1	PART	MISC PARTS	250.00	250.00
1	WASTE	DISPOSAL HANDLING CHARGE	25.00	25.00
1	MISC	SHOP SUPPLIES, ABRASIVES, BRAKE CLEANER, SANDPAPER, POWER DEGREASER, SILICONE, SEALANT, SHOP RAGS, SCREWS, NUTS, BOLTS, WASHERS, THREAD REPAIR, TIE STRAPS, ELECTRICAL TERMINALS/TAPE/LOOM, FUSES, ZERKS, COTTER PINS, CLAMPS, E/CLOTH, WELDING ROD WIRE TIPS GAS	255.20	255.20
55	LABOR	REMOVE AND REPLACE ENGINE AND NECESSARY ACCESSORIES. **DOES NOT COVER ANY ELECTRICAL OR HOSES, IF NEEDED.**	58.00	3,190.00

THANK YOU, THIS IS AN ESTIMATE ONLY!!

Subtotal
Sales Tax (7.1%)
Total

Signature _____

ROD PAULSON INC
 4590 N LESLIE STREET
 PAHRUMP, NV 89060

Estimate

775.751.8766 Fax # 775.751.8755

Date	Estimate #
7/9/2010	2029

Name / Address
PAHRUMP FIRE & RESCUE SERVICES 300 NO HWY 160 PAHRUMP NV 89048

Vehicle Information

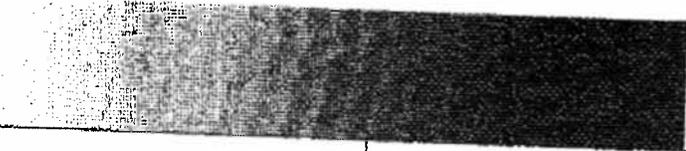
P.O. No.		Terms	Equipment Number	Rep
E1		Net 25		RDP
Qty	Item	Description	Price Each	Total
	EST 1 DISCLAIMER	THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS JOB FOR YOU! ACTUAL CHARGES MAY VARY +/- FROM THIS ESTIMATE. PRICES SUBJECT TO CHANGE WITHOUT NOTICE & SUBJECT TO STOCK IN L.V. SPECIAL ORDERS MUST BE PAID IN FULL PRIOR TO ORDERING AND MAYBE SUBJECT TO FREIGHT CHARGES. MAY BE SUBJECT TO A RESTOCKING CHARGES. THIS ESTIMATE DOES NOT INCLUDE ANY FILTERS, FLUIDS, HOSES, LINES, FITTINGS. DOESN'T INCLUDE EQUIPMENT RENTALS. ESTIMATE GOOD FOR 10 DAYS ONLY.		0.00
THANK YOU, THIS IS AN ESTIMATE ONLY!!			Subtotal	\$24,304.03
Signature _____			Sales Tax (7.1%)	\$0.00
			Total	\$24,304.03



RECEIVED
JUL 9 2010
BY:

FIRETRUCKS UNLIMITED LLC
7451 Eastgate Road
Henderson, Nevada 89011
Phone 702.558.3352
Fax 702.558.9821

FAX



To: Pahrump Fire Department	From: Jack McComb
Attention: Chief Lewis	Pages: 2 including this page.
Fax: 775 727-7896	Date: July 9, 2010
Re:	cc:

Comments:

W. W. Williams - Las Vegas
 2680 Losee Road - North Las Vegas, NV 89030-4134
 Phone: (702) 399-1890 - Fax: (702) 399-2977



Estimate Number: 170371 - RO Number: 4669749 - PO Number: n/a
 Service Writer: Iversen, Walter - Estimate Date: 07/09/10 at 10:30AM PDT

Pahrump Valley Fire	Unit#: E-1
Address: RESCUE SERVICE 300 N HWY 160 PAHRUMP, NV 89048 Phone: (775) 727-5658 Fax: (775) 727-7896	Vehicle: 1995 HME ENGINE Serial#: TB140581 VIN: 1F9FT428XTB140581 Engine: 6V92 Miles: 32,814 Recalls: n/a In Service: Warranty Start:

Item ID	Operation	Labor Cost	Parts Cost	Total Cost
419563	Coolant in the Oil - Diagnostic	\$216.00	\$0.00	\$216.00
428428	Factory Reman Engine Parts: (1) ENGINE	\$7,560.00	\$32,000.00	\$39,560.00

Notes: [07/09/2010] - Scott, about a 3 month wait on reman engine, 12 month warranty.

Parts:	\$32,000.00
Labor:	\$7,776.00
Haz Waste:	\$75.00
Shop:	\$200.00
Freight:	\$0.00
Tax	\$0.00
TOTAL:	\$40,051.00

I authorize you to do the above repair and/or service work, including the installation of all parts and materials to complete such work and incurring travel expense, and grant you and/or your agents permission to operate the above vehicle or engine on streets, highways or elsewhere for testing and/or inspection. I acknowledge that you shall have an express mechanic's or repairman's lien on the vehicle or engine to secure the amount due for the above work. I understand that failure of the manufacturer to reimburse you shall not alleviate me from the responsibility of the cost of such repairs. You shall not be responsible for loss or damage to articles left with the above vehicle or engine in case of any fire or theft, or any cause beyond your control. In the event that the account for the above work is referred to an attorney or otherwise for collection, I shall pay the account plus reasonable attorney's fees and court costs. I authorize you to dispose of any parts and materials which are replaced in connection with the above work unless otherwise expressly indicated. Vehicles left at your location more than 30 days after notice of completion will be towed, and I will be responsible for the cost of towing and storage.

AUTHORIZED BY: _____ DATE: __/__/__

UNLESS INDICATED SALES TAX IS NOT INCLUDED. Unless indicated this estimate is good for 30 days.

LIMITED WARRANTY: Williams disclaims all warranties, either implied or express, including the warranties of merchantability and fitness for a particular purpose. Williams transfers to customer all rights under manufacturers' warranties, to the extent they are assignable. Williams gives to customer a limited workmanship warranty for 90 days after completion. In no event shall Williams be liable for consequential damages, loss of use, lost profits, incidental damages or the like.

W. W. Williams - Las Vegas
 2680 Losee Road - North Las Vegas, NV 89030-4134
 Phone: (702) 399-1890 - Fax: (702) 399-2977



Estimate Number: 170371 - RO Number: 4669749 - PO Number: n/a
 Service Writer: Iversen, Walter - Estimate Date: 07/09/10 at 10:31AM PDT



Pahrump Valley Fire	Unit#: E-1
Address: RESCUE SERVICE 300 N HWY 160 PAHRUMP, NV 89048 Phone: (775) 727-5658 Fax: (775) 727-7896	Vehicle: 1995 HME ENGINE Serial#: TB140581 VIN: 1F9FT428XTB140581 Engine: 6V92
	Miles: 32,814 Recalls: n/a In Service: Warranty Start:

Item ID	Operation	Labor Cost	Parts Cost	Total Cost
419563	Coolant in the Oil - Diagnostic	\$216.00	\$0.00	\$216.00
421839	REBUILD ENGINE Parts: (1) REBUILD ENGINE-PARTS	\$4,968.00	\$10,000.00	\$14,968.00

Notes: [07/09/2010] - Scott, about a 3 month wait on reman engine, 12 month warranty.

Parts:	\$10,000.00
Labor:	\$5,184.00
Haz Waste:	\$75.00
Shop:	\$200.00
Freight:	\$0.00
Tax:	\$0.00
TOTAL:	\$15,459.00

I authorize you to do the above repair and/or service work, including the installation of all parts and materials to complete such work and incurring travel expense, and grant you and/or your agents permission to operate the above vehicle or engine on streets, highways or elsewhere for testing and/or inspection. I acknowledge that you shall have an express mechanic's or repairman's lien on the vehicle or engine to secure the amount due for the above work. I understand that failure of the manufacturer to reimburse you shall not alleviate me from the responsibility of the cost of such repairs. You shall not be responsible for loss or damage to articles left with the above vehicle or engine in case of any fire or theft, or any cause beyond your control. In the event that the account for the above work is referred to an attorney or otherwise for collection, I shall pay the account plus reasonable attorney's fees and court costs. I authorize you to dispose of any parts and materials which are replaced in connection with the above work unless otherwise expressly indicated. Vehicles left at your location more than 30 days after notice of completion will be towed, and I will be responsible for the cost of towing and storage.

AUTHORIZED BY: _____ DATE: __/__/____

UNLESS INDICATED SALES TAX IS NOT INCLUDED. Unless indicated this estimate is good for 30 days.

LIMITED WARRANTY: Williams disclaims all warranties, either implied or express, including the warranties of merchantability and fitness for a particular purpose. Williams transfers to customer all rights under manufacturers' warranties, to the extent they are assignable. Williams gives to customer a limited workmanship warranty for 90 days after completion. In no event shall Williams be liable for consequential damages, loss of use, lost profits, incidental damages or the like.

AGENDA ITEM REQUEST

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

DATE AGENDA ITEM SUBMITTED _____ DATE OF DESIRED BOARD MEETING July 13 2010

CIRCLE ONE: Action or Non-Action

ITEM REQUESTED FOR CONSIDERATION:
The Payment of Service Signs

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 tourism room tax is there to promote tourism. What a better way to promote the Town of Pahrump through the use of service churches signs. These signs are viewed by tourists as they go through town. It may encourage them to stop by the services or churches on their way through town. These signs should be funded by the tourism room tax, Cause it promotes tourism.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Mike DAB

SPONSORED BY: Mike DAB

Print Name Mike DAB Signature [Signature]

Mailing Address _____ Telephone Number _____

7/10

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
7/7/2010

DATE OF DESIRED BOARD MEETING
7/13/2010

CIRCLE ONE: Discussion, Action, Decision or ██████████

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision on Funding the Costs of the Service Clubs/Church
Signs located along SR 160 & SR 372 from the Tourism Room Tax Fund at a cost of
\$300.00 per Sign Not to Exceed \$12,600.00.

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

BRIEF SUMMARY OF ITEM:

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Board Member Darby

NAME OF PRESENTER(S) OF ITEM: TBM Darby

Mike Darby, Town Board Member
Print Name

Signature

Town Office
Mailing Address

(775) 727-5107 ext.
Telephone Number



JIM GIBBONS, Governor

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

DISTRICT I
123 E. Washington Avenue
Las Vegas, Nevada 89101

SUSAN MARTINOVICH, P.E., Director

November 10, 2008

Pahrump Valley Chamber of Commerce
Lucy Ivins, Executive Director
P.O. Box 42
Pahrump, Nevada 89041

Community Service Club / Church Signs

Dear Ms. Ivins:

Recently you have contacted NDOT Traffic Engineering regarding the proposed Pahrump Service Club and Church signs. We look forward to working with you to update these community signs

The Department's responsibilities for this program will be the following:

- The Department of Transportation (NDOT) will place an advertisement in the local newspaper regarding the new program and the Chamber's involvement.
- Install new sign support structures at the two entrances to Pahrump early in 2009 on State Route 160. Each entrance to town will have space for a maximum of 48 community groups / churches.
- Provide the Chamber with 96 sign blanks.
- Install the group signs on the new supports as each group's signs become available. Only NDOT personnel can work within State right-of-way.

The Chamber's responsibilities for this program will be the following:

- Require each group to complete an application requesting to be placed in one of the 48 available spaces. This will be first come-first serve. The Chamber will determine which groups meet the criteria as a community service club or church.
- At such time as the 48 spaces are filled, a waiting list for the next available spot shall be maintained for groups wishing to be on the signs.
- Provide each group with two sign blanks, furnished by NDOT. Completed signs shall be taken to Mike Aguayo, District I Sign Shop (702-385-6519) for installation.
- The Chamber shall maintain a current list of groups participating in the program. Active groups will be verified at least once per year and the list furnished to Kent Sears, District I Traffic Office.
- The group signs shall be kept in good condition. NDOT will determine if a sign needs to be repaired or replaced. NDOT will notify the Chamber of any sign in bad condition and provide the Chamber with the original sign to be repaired or a new sign blank. The Chamber shall notify the group that their sign is in need of repair or replacement. NDOT will install the repaired or replaced sign panel.

November 10, 2008

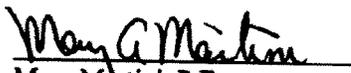
Lucy Ivins, Executive Director

Page 2

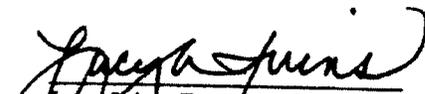
We ask that you sign below and return this letter to our office if you agree with the responsibilities as outlined in this letter.

Thank you for your consideration of this program.

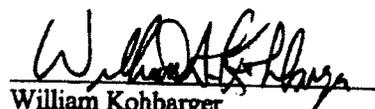
Sincerely,


Mary Martini, P.E.
District Engineer

Concur:


Lucy Ivins, Executive Director
Pahrump Valley Chamber of Commerce

Concur:


William Kohbarger
Pahrump Town Manager

Attachment

cc: Joe Martinez, P.E.
Kent Sears, P.E. Traffic
Dave Partee, P.E.



from Debra Stains

**STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
DISTRICT 1
MEMORANDUM**

July 21, 2009

To: Mohamed Rouas
Tommy Thompson
James Gutierrez

Priority: **MEDIUM**

From: Kent Sears
John Roberts



Re: Work Order Request (TSR #31-08)

Please see that the work described below is completed. The person completing the work should sign, put the date the work was completed, and return this memo to me.

DESCRIPTION OF WORK

Please install 2 Pahrump Service Clubs / Churches sign structures for each of the three entry directions to Pahrump on State Highways 160 and 372.

Location # 1 (MP 12.76) - SR 160 eastbound (from US 95) 295 feet east of Mesquite Ave, 1275 feet east of Milepost 13. Install one sign structure 125 feet east and the other sign structure 125 feet west of this location for a separation of 250 feet.

Location # 2 (MP 5.01) - SR 160 westbound (from Las Vegas) 910 feet east of Wheeler Pass Road, 75 feet west of Milepost 5. As with location # 1, use this location as the center point between the 2 sign structures for a total of 250 feet separation.

Location # 3 (MP 3.08) - SR 372 eastbound (from California) 250 feet west of Woodchips Road, 445 feet east of MP 3. Install these signs as per locations 1 and 2.

(100) 12" x 40" sign blanks are in the Sign Shop inventory. An additional 50 sign blanks should be ordered with this work order. The sign blanks will be given to the Town of Pahrump Public Works. Contact Matt Lewis (775) 764-0436 to arrange delivery. The Town will then distribute the sign blanks to the chosen sign company. The 100 blank sign panels can be delivered before the new sign structures are installed. Each sign structure has 24 sign panels x 6 sign structures = 144 sign panel needed.

As the new sign structures are being installed, remove the existing sign structures (4) and their signs. Deliver the removed sign panels to the Town of Pahrump after contacting Matt Lewis (775) 764-0436. Dispose of the sign structures.

Refer to attached drawing for sign structure details.

TSR # 31-08 (continued)
Pahrump Service Clubs /
Churches Signs

Note: When a significant number of signs are ready for installation, District I Sign Shop will install them on new sign structures as they see fit.

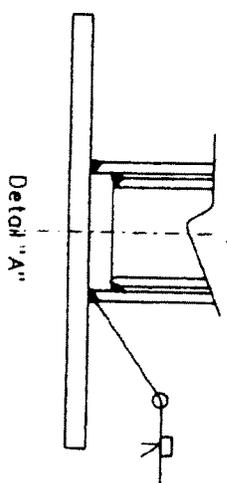
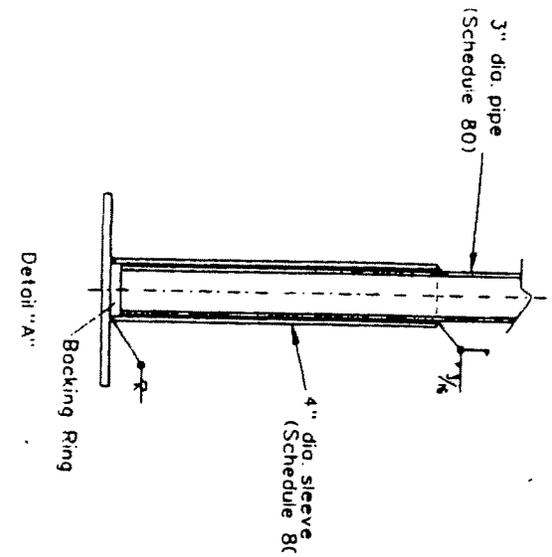
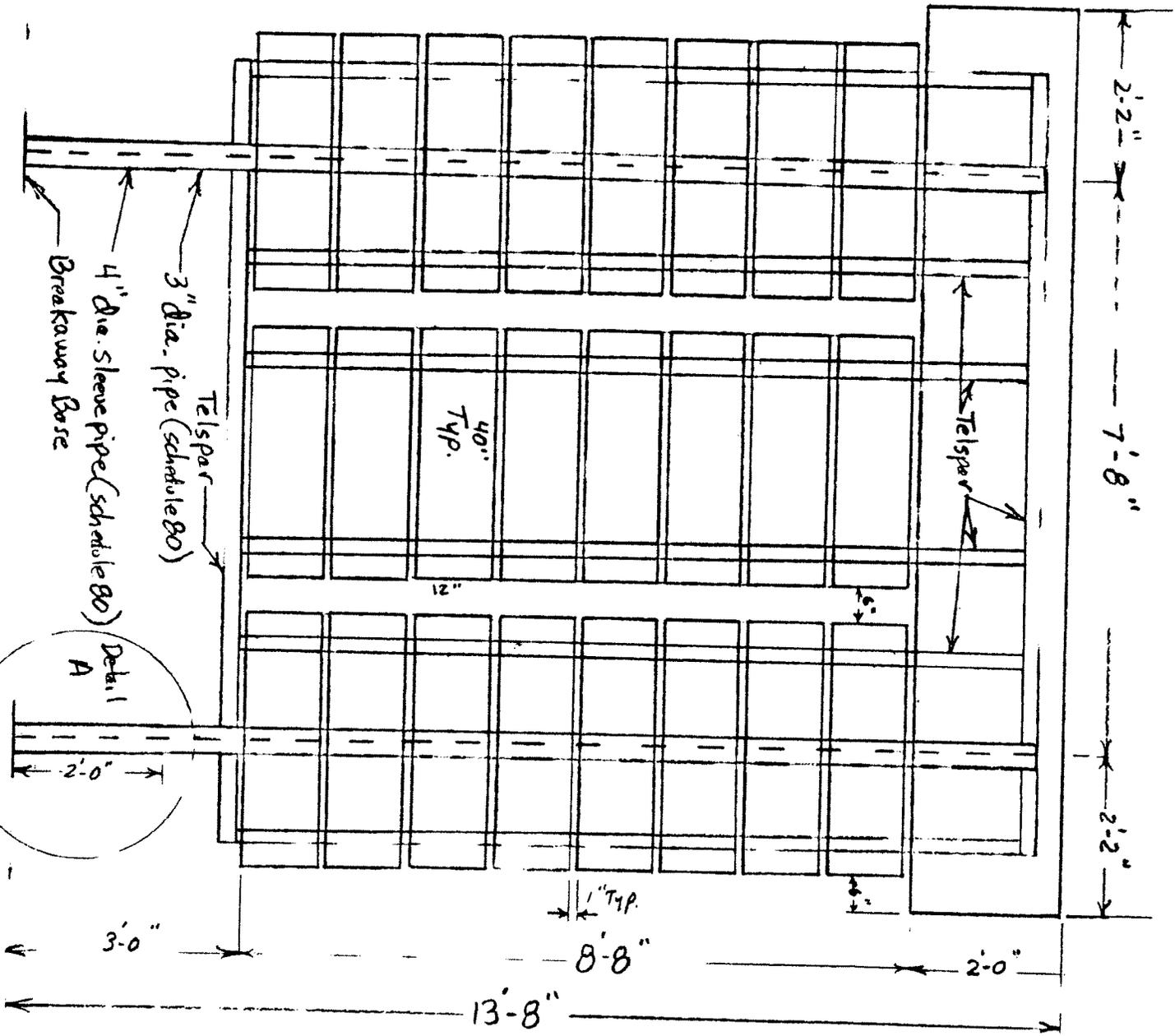
Work Completed By

Date Work Completed

cc: file

L:\traffic\documents\sign\TSR#31-08PahrumpServiceClubandChurchSigns.wo

TSR # 3108



1" = 2'

TOWN OF PAHRUMP
 CLUB AND CHURCH SIGNS

Location # 1

DISTANCE SOUTH FROM CENTER LINE Mesquite Av.	DISTANCE SOUTH FROM HWY 160 MILE POST 13	SIDE OF HWY
295 feet	1275 feet	WEST

SR160 EB MP 12.76

Location # 2

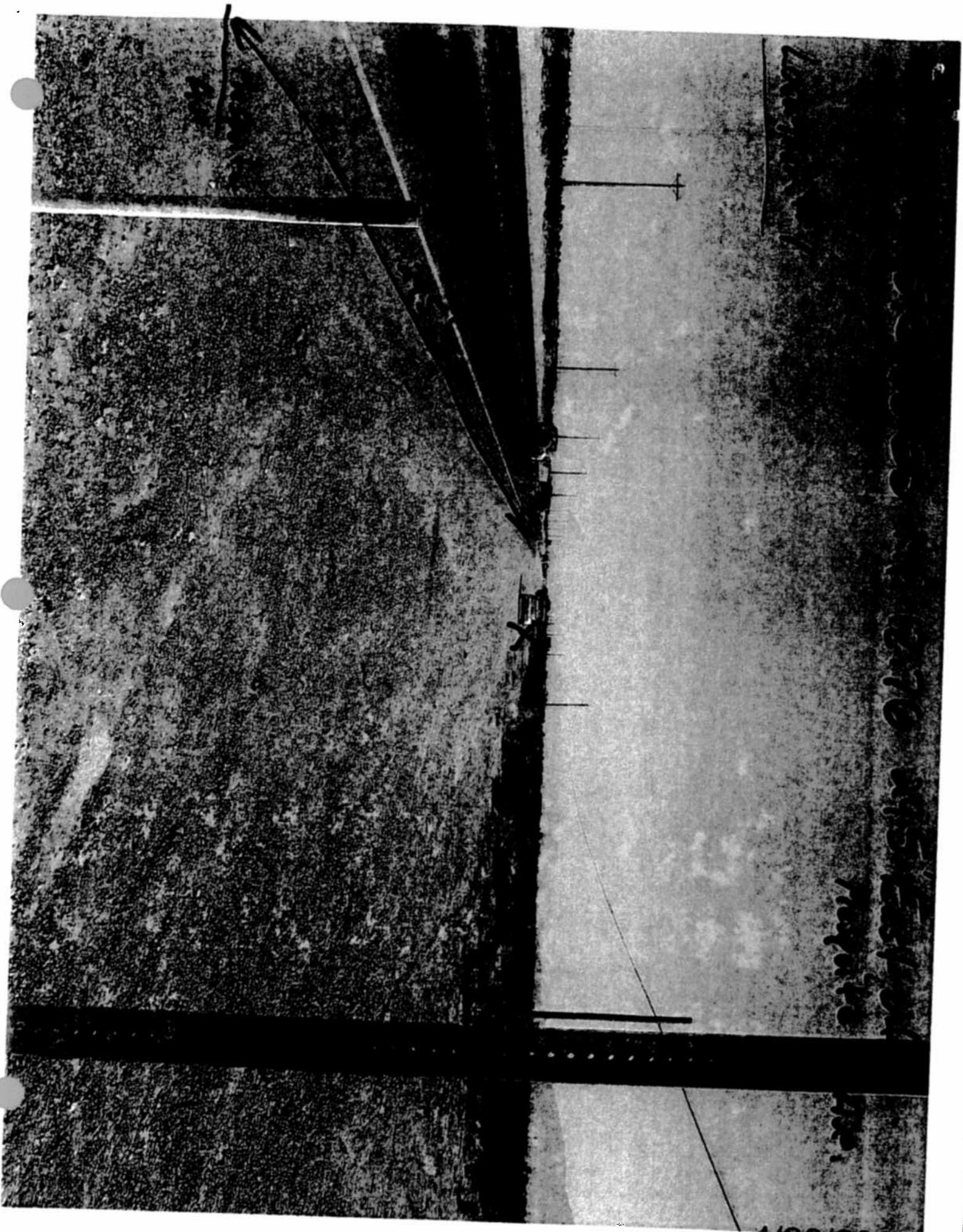
DISTANCE SOUTH FROM CENTER LINE Wheeler Pass Rd.	DISTANCE NORTH FROM HWY 160 MILE POST 5	SIDE OF HWY
910 feet	75 feet	EAST

SR160 WB MP 5.01

Location # 3

DISTANCE WEST FROM CENTER LINE Woodchips Rd.	DISTANCE EAST FROM HWY 372 MILE POST 3	SIDE OF HWY
250 feet	445	SOUTH

SR 372 MP 3.08



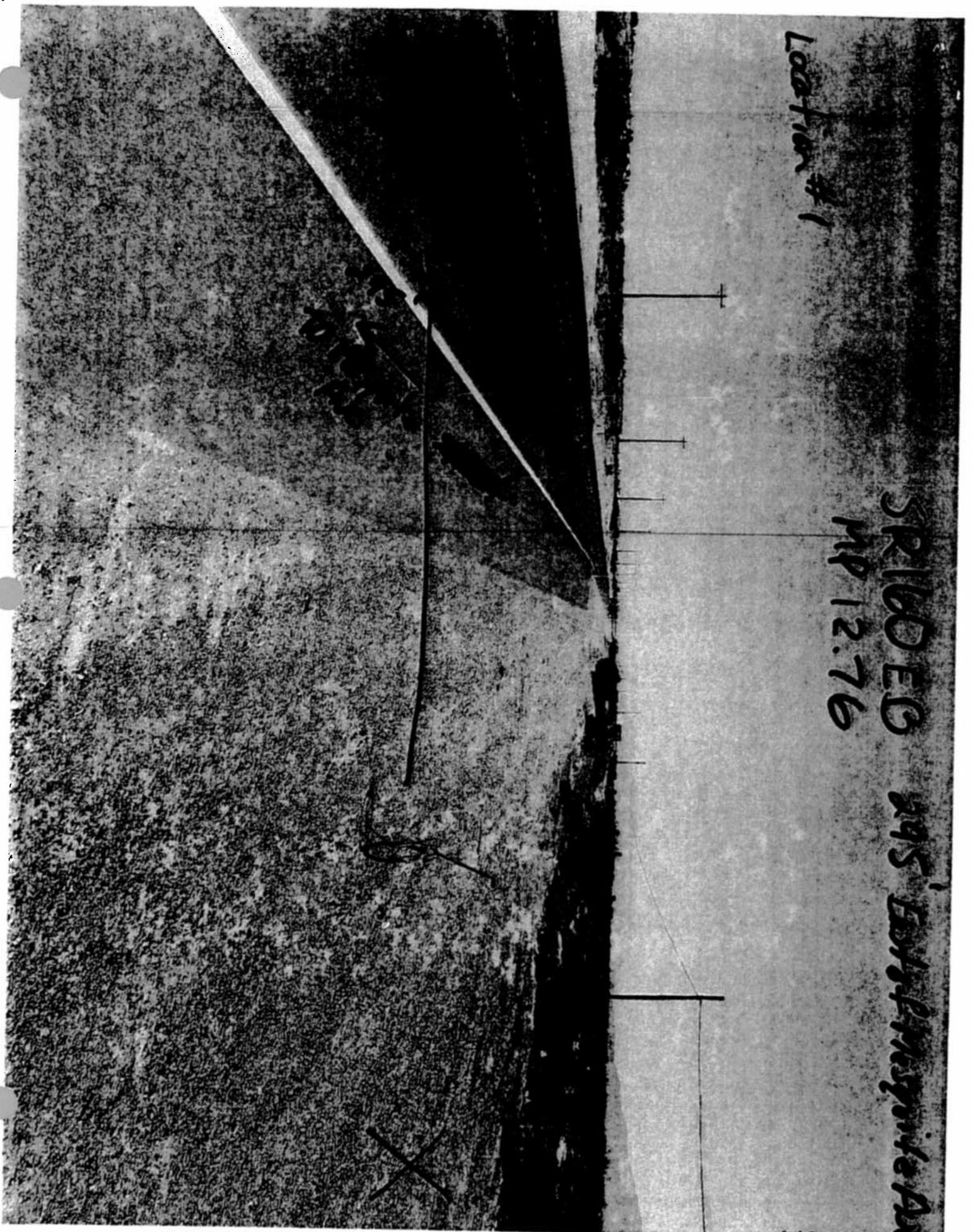
210 MS-54
reprints

Location #1

SRIBOEG 295' EdH&MyspideAs
MP 12.76

SRIBOEG

X

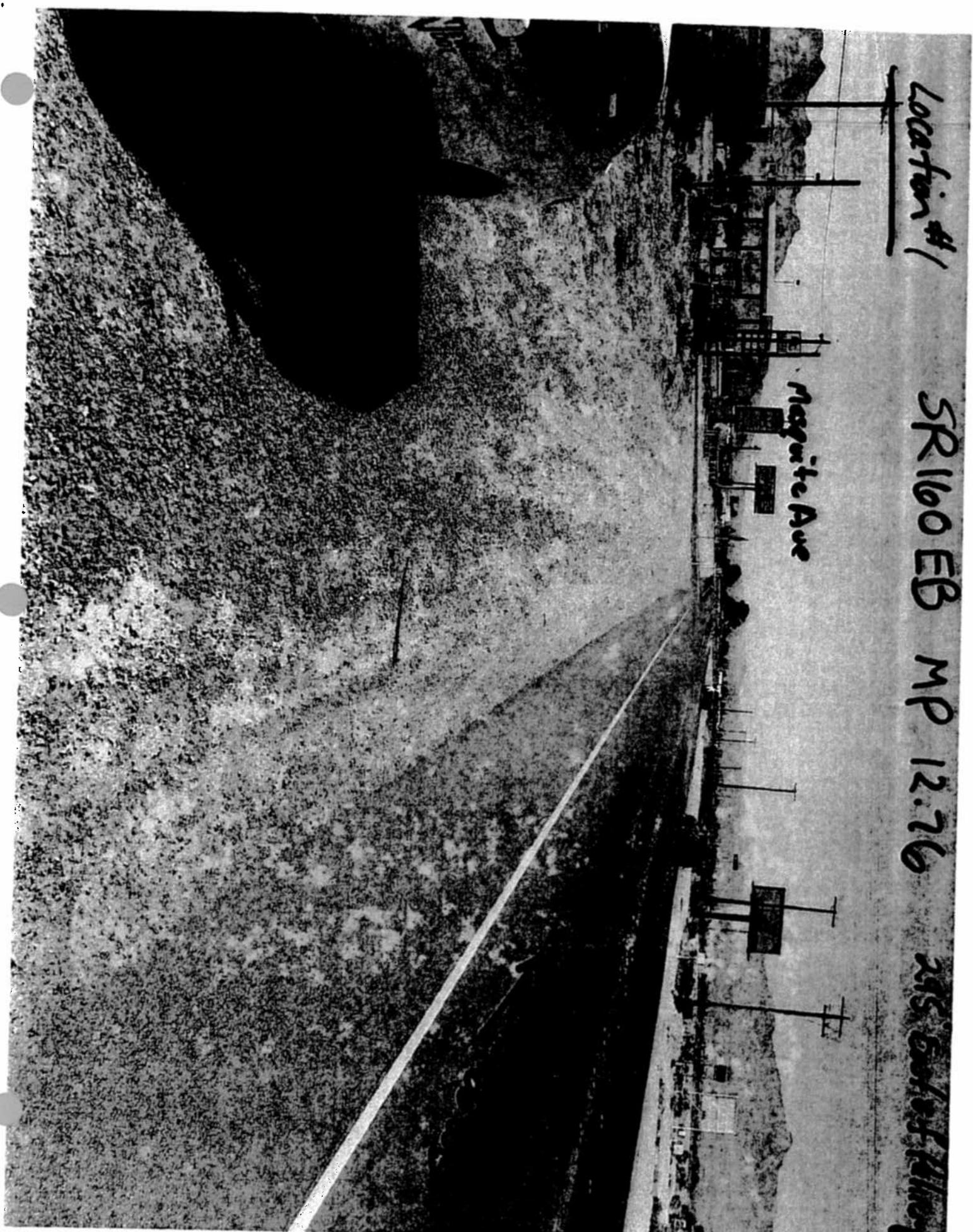


Location #1

SR 160 EB MP 12.76

295 South of Milroy

Marguerite Ave



SR160 WB MP 5.01 410 East of Wheeler Pass Road

LOCATION # 2



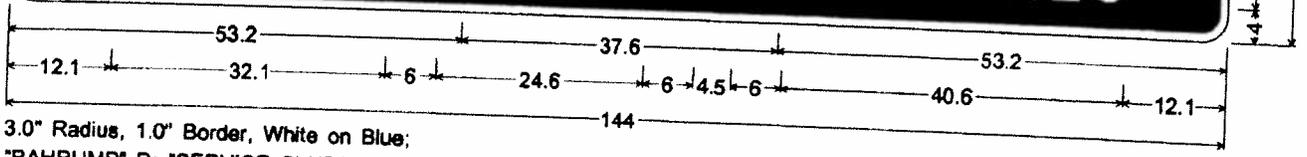
SR 372

Wendships

Road



PAHRUMP
SERVICE CLUBS / CHURCHES



3.0" Radius, 1.0" Border, White on Blue;
"PAHRUMP" D; "SERVICE CLUBS / CHURCHES" D;

AGENDA ITEM REQUEST

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

DATE AGENDA ITEM SUBMITTED DATE OF DESIRED BOARD MEETING

July 7, 2010 July 13, 2010
CIRCLE ONE: ~~Discussion, Action, Decision~~ or Discussion Only *WJK 07/07/10*

ITEM REQUESTED FOR CONSIDERATION:

Report on Kellogg Property Development for the Town
Fair Ground as proposed by PAVED AND OTHER MATTERS

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

BRIEF SUMMARY OF ITEM:

SEE Backup

BACK UP ATTACHED: YES NO

SPONSORED BY: FRANK J MAURIZIO
Town Board Member

NAME OF PRESENTER(S) OF ITEM: Ms Paula Glidden

FRANK J MAURIZIO
Print Name
RT 160 Pahrump
Mailing Address

[Signature]
Signature
775 764 8791
Telephone Number

**PAVED's Request for Agenda Item for Town Board Meeting
July 14th, 2010**

Introduction:

PAVED's focus and objectives:

**Development and hosting of "Pahrump Fair & Festival."
Continuation of "Roundtable Meetings."**

PAVED's presentation on "Pahrump Fair & Festival" Sept. 23rd - 26th

Progress Report: Discussion of events, program, and festivities.

Proposal on distribution of profits from funds raised.

**Percentage to Parks and Recreation and development of Pahrump
Fairgrounds.**

Respectfully Submitted

PAVED

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

MINUTES

PRESENT:

Town Board:

Bill Dolan
Vicky Parker
Frank Maurizio
Mike Darby

Staff:

Bill Kohbarger, Town Manager
Rick Campbell, Attorney
Matt Luis, Building & Grounds Manager
Michael Sullivan, Finance Director
Al Balloqui, Community Business Economic Development

ABSENT:

Nicole Schupp

1. Call to Order and Pledge of Allegiance.

Vice Chairman, Bill Dolan 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)

Vicky Parker read the announcements as prepared in the backup.

Ms. Parker added that Community Conversation will be at held at the Library June 28, 2010, conducted by Dr. Tom Waters.

Bill Dolan announced Nye County has invited the Town Board and Staff to tour the new County Building on Calvada. Please call the County to arrange a time.

Mr. Dolan also announced the 2010 Pahrump Valley Chamber of Commerce magazine; Bill Dolan is not the Chairman of the Town Board. Nicole Schupp is the Chairman. The Chamber apologized for any confusion.

Mr. Dan Rodriguez, Director PV Chamber of Commerce, announced the upcoming 4th of July Liberty Festival and thanked all who were making this event possible. Events will start at 11 AM. Marna Krause, Arts & Crafts Council, announced the Duckie Duck Derby fundraising event to be held on September 26, 2010 during the PAVED Pahrump Fair & Festival.

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

Vicky Parker announced that the Pahrump Tourism Advisory Board is scheduled to have a representative from the Nevada Commission on Tourism to meet with any interested parties on July 8, 2010 at 8 AM at the Ruud community Center.

Bill Dolan announced for the Pahrump Veterans Memorial Advisory Board (PVMAB) that the power pole in the cemetery has been moved. Also, a representative from the Nevada & National Disabled American Vets and Servicemen was in town and Mr. Dolan extended the PVMAB thanks for that.

5. Discussion and Presentation by Mrs. Patricia Cox of Awards and Totals Pertaining to the Town of Pahrump 2010 Clean-Up. (Action)

Mrs. Patricia Cox reported that over 250 people came out to support the Pahrump Clean Up day. Over 38 miles were cleaned. The awards were: Third place: BJ Hendricks, Silver Tappers, and Second Place: Tina Simpson Maple Star and First Place: The Pahrump Rotary Club who cleaned up the most trash and almost four miles. Mrs. Cox thanked everyone for getting behind the project.

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)

B. Dolan reminded everyone that the projects, Joshua Community and the construction of the Pahrump Arts and Recreation Project (PARC), are to be kept separate.

Mr. Joseph D'Angelo reiterated that the Joshua Community Project had been 'shelved' until the Ad Hoc Committee could be formed. PARC will include a Sports Arena, Baseball, indoor basketball, soccer fields, an outdoor amphitheater, an art district; it will expand Hwy 160 for 7.5 miles and increase property values. All financing will be the responsibility of the developer and none of the suggested plans will be at the expense of the Town or County. Other amenities would include a small water park, theater, and fairgrounds. Mr. D'Angelo asked for the Town Board to move forward and approve an engagement agreement. After that letter of engagement is received, credit and a business plan will be provided; models will be attended to; BLM contacted; and Nye County Planning and the Town Board.

Vicky Parker asked for clarification that the agreement would be 'asking the Town Board to talk,' not a commitment to anything. The Town would be responsible for only the Town's legal fees, nothing else. Mr. D'Angelo agreed that was the intent.

Mike Darby motioned 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.

Vicky Parker asked for Mr. Darby to amend his motion, and add the words "and or others" after Joshua Ventures International.

Mike Darby motioned to direct staff to negotiate a management agreement between the Town and Joshua Ventures International and/or others (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.

Vicky Parker seconded the motion.

Public comments were made by Dave Stevens, Richard Blum, Tom Saitta, Roxanne Blum, Bill Dawson, Bob Irving, Harley Kulkin, Donald Cox, Sandra Darby, Bruce Cully, Donna Cox, Carolene Endersby, Dina Williamson, Yvonne Smith, Darryl Hill, John Curday, Phil Huff, Kenny Bent, and Larry Sanford.

Mike Darby wanted to withdraw his motion. Bill Kohbarger asked for a vote.

Vicky Parker wanted to see a vote and did not withdraw her second and read the motion again. She clarified that she wanted the Town Board and Staff to be able to negotiate with anyone, which is why she is standing by the motion.

Point of order made by Bruce Culley: wants to make sure not only Town Board and Town Staff negotiate, but that the people are involved as well.

Frank Maurizio asked how the agreement can be between the Town, Joshua Ventures International and/or any others. Vicky Parker asked Mr. Campbell to clarify that the agreement was the right to talk only; should there be an agreement that agreement will come back to the Town Board. Mr. Campbell indicated that was correct. Mr. Campbell said the agenda item was for the purpose of having Town Board permission to start negotiations. Nothing would be agreed to until the Town Board approved the items and to start negotiations only.

Point of order made by Kenny Bent – did not want the motion to be between Joshua Ventures International and/or others. Vicky Parker and Mr. Campbell clarified that it was legal. Bill Kohbarger assured everyone that the Town Staff does not spend money without the Town Board knowing about it. Vicky Parker commended Mr. Kohbarger on his always bringing things to the board, even though he has contractual authority to make some of those decisions within his position as Town Manager.

No Vote: 2 aye – 2 Nay. Mike Darby and Frank Maurizio voted nay, Bill Dolan and Vicky Parker voted aye. The vote was no vote.

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)

Bill Kohbarger announced that The Town's engineering firm, and the attorneys, have awarded the bid for Simkins Park Improvements to Gothic Landscaping, Inc.

Vicky Parker asked Mr. Kohbarger to clarify why the lowest bidder did not receive the winning bid. Mr. Campbell stated the law allows for a 5% preference for companies having been in the state for at

least 5 years and paying taxes. This bid preference allowed for Gothic Landscaping, Inc. to secure the winning bid.

Vicky Parker motioned to award the winning bid for the Simkins Park Improvement Project to Gothic Landscaping, Inc for \$366,666.00 and all matters properly related thereto.

Mike Darby seconded the motion

Harley Kulkin asked about the money spent on this project. Bill Kohbarger stated that the money for improvements comes from impact fees and/or grant money. Mike Darby stated that the money was set aside for the parks and has to be spent on the parks.

Public comments were made by Harley Kulkin, Bruce Calley, Larry Sanford, Dina Williamson, Dave Stevens, Shirley Matson, and Tom Saitta.

Vicky Parker listed some of the park's proposed amenities.

Vote passed 3-1. Frank Maurizio voted nay

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)

Bill Kohbarger clarified that a special events committee would enable the event holder to present event details and information to a committee by putting all the various Town groups on the same page. Everyone will know the same thing at the same time.

Frank Maurizio asked if the event holder will get the permission for the event at the time of the meeting. Mike Darby stated that the event will be approved by the board first and then the committee.

Mike Darby motioned to create a Town of Pahrump Special Events Committee consisting of the Town's Building & Ground Dept, Town Manager, PVFRS, Nye County Sheriff's Offices and Public Works Departments.

Frank Maurizio seconded the motion.

Public comments made by Donald Cox, Dan Rodriquez, Bob Irving, Harley Kulkin, Dave Stevens, Bill Becht, and Shirley Matson.

Vote passed 4-0

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)

Vicky Parker asked Mr. Kohbarger if this expense was within the budget. Mr. Kohbarger said the funds are budgeted, and there is a pricing advantage to doing all the signs at once.

Mike Darby motioned to purchase 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. Vicky Parker seconded the motion.

Public comments were made by Harley Kulkin, Bruce Calley, Tom Saitta, Shirley Matson, Dave Stevens, Donna Cox and Dan Rodriquez.

Vote passed 3 -1. Frank Maurizio voted nay

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)

Matt Luis presented the fencing reasoning and details
No Public comments were made.

Mike Darby motioned to purchase fencing for the Chief Tecopa Cemetery and Parking Lot Project in an amount not to exceed \$8,000 from the Cemetery Fund. Vicky Parker seconded the motion.

Vote passed 3-1. Frank Maurizio voted nay

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)

Wayne Carlson, Executive Director of the POOL/PACT, handed the Town Board and Town Staff brochures giving the details and summary of key services provided by POOL/PACT.

Vicky Parker motioned to accept the renewal proposal from the Nevada Public Agency Insurance Pool (POOL) and approved payment from Fiscal Year 2010-2011 funds and all matters properly related thereto. Motion seconded by Frank Maurizio.

Vote passed 4 - 0.

12. 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 and Room Tax Fund. (Action)
Mr. Bill Kohbarger stated the movies in the park are popular and successful. There are four movies scheduled for August.

Mike Darby motioned to approve the MOU for the Family Movie Night in the Park Series Program in an amount not to exceed \$4,000 from the Parks and Room Tax Fund. Motion seconded by Frank Maurizio.

Public Comment was made by Harley Kulkin.

Frank Maurizio stated that he was in favor of the kids having movies in the Park. Vicky Parker added that movie night at the park was well attended by family and kids. Mrs. Parker continued that it is a good activity and sometimes the only movies some of the kids see all summer.

Vote Passed 4 - 0.

13. Discussion and Possible Decision on approving the Final Comments/Report from EPS pertaining to the Incorporation Study. (Action)

Bill Kohbarger suggested accepting the report as it now reads, to look at the studies and make recommendations. Frank Maurizio asked if the Department of Taxation report would come later. Mr. Kohbarger said that it would.

Mike Darby motioned to approve the final comments/report from EPS pertaining to the Incorporation Study. Vicky Parker seconded the motion.

Vote Passed 4 - 0.

14. 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. (Action)

Mike Darby motioned to accept 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 and all matters properly related thereto. Vicky Parker seconded the motion.

Vote Passed 4 - 0.

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

- a. Action – approval of Town vouchers.
- b. Action – approval of Town Board meeting minutes of May 25, 2010.
- c. Action – approval of Special Fiscal Year 2010-2011 Budgets of the Town of Pahrump and the Pahrump Swimming Pool District Meeting Minutes of May 20, 2010
- d. Action – approval of 72 Hour Permit for Tumbleweed/Horizon Market Ninth Annual Car and Truck Show at Horizon Market 6 located at 2050 N. Hwy 160, on October 2, 2010.
- e. Action – approval of Dan Rodriguez as a member of the Pahrump Tourism & Convention Council.
- f. Action – approval of Carol Ingalls of Ingalls & Associates, LLC as the new Town Insurance Agent handling the Town's POOL/PACT Policy.

Bill Kohbarger introduced Carol Ingalls, Owner, of Ingalls and Associates.

Frank Maurizio motioned to accept and approve consent agenda items a - f. Vicky Parker seconded the motion.

Vote Passed 4 - 0.

Pahrump Town Board Meeting
June 22, 2010

16. Future Meetings/Workshops: Date, Time and Location. (Action)
None

17. 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)
Bruce Harper commented about his donation to Nellis Air Force Base.
Shirley Matson spoke about Threadzfest.

18. Town Manager Report. (Non-Action)
There were not questions regarding this report.

19. Town Board Member's Comments. (Non-Action)
Vicky Parker announced that the advisory boards need members and input. She asked the public to please sign up.

20. Adjournment
Meeting adjourned at approximately 9:05 p.m.

Respectfully submitted,

Vicky Parker, Clerk
Pahrump Town Board

/jh

Town Manager Report
07/13/10

1. **Town Board Meeting July 27, 2010 – This Town Board meeting is being cancelled due to a lack of a quorum.** Three Town Board members will be out of town.
2. **Town Board meeting August 10, 2010** – The Town Board may want to move this meeting to Monday. At this present time, we have two Town Board members attending the NLC Annual Conference and one giving it some serious thought. The two already going will be driving to Reno on Tuesday, August 10, 2010 in order to make meetings that start first thing Wednesday, August 11, 2010 morning. The Town Manager is also attending the NLC Annual Conference.
3. Nevada League of Cities Annual Conference – The Nevada League of Cities will be holding their annual conference on August 11-13, 2010 in Reno. This is the time when most of the local elected officials along with staff get together and talk about the upcoming Legislation, events happening throughout Nevada and what the future might bring to Nevada. It is a great networking conference and way to learn what other communities in Nevada are doing in these tough times to get by.
 - a. See attached preliminary draft agenda and registration form.
4. Airport –The Town Manager will be spending two days in Burlingame, CA on Monday and Tuesday July 12th & 13th, 2010 in order to sit-in on the interviews for the EIS consultant. The FAA has narrowed the search down to three firms. After the interviews the Town and FAA will chose the best candidates and then the Town will sign an agreement with the winning firm. Shortly thereafter the EIS process will start. The aforementioned agreement will be brought to the Town Board for approval in the near future.
5. Simkins Park Project – The letter to proceed has been sent and this project will soon start construction.
6. 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.
7. Department Head Reports attached:
 - a. Fire-Rescue Service.
 - b. CB&ED
8. See attached my July and August calendars.

51st ANNUAL CONFERENCE
Reno Ballroom
August 11 - 13, 2010
"The Biggest Little Conference in Nevada"

Preliminary Draft Agenda

Wednesday, August 11th

- 7:45 – 4:30** P.O.W.E.R. – Certified Public Official Workshop Part 1&2
P.O.W.E.R – Lunch
- 8:00 – 5:00** CDBG Forum
- 8:00 – 1:30** Annual Golf Tournament – Lake Ridge Golf Course
Luncheon, prizes and raffle –
- 12:00 – 4:00** Exhibit Set Up and Registration
- 1:05 – 4:00** Reno Aces Game
Sponsored by: City of Reno

Thursday, August 12th

- 7:30 – 8:00** NLC&M Standing Committees
Resolutions, Bylaws, Youth Awards
- 7:30 – 9:00** Continental Breakfast – Exhibit Hall
- 8:00 – 9:00** Affiliate Group Meetings - City Managers - City Clerks
- 8:00 – 4:00** Conference Registration
- 8:00 – 4:00** Exhibits Open
- 9:00 – 11:00** Local Government Summit
- 11:30 – 12:00** Opening Ceremonies:
Presentation of Flags:
Welcome Addresses: President Jessica Sferrazza & Mayor Bob Cashell
- 12:30-2:00** Luncheon: Constitutional Officers
- 2:15 – 3:15** Home Rule Panel
- 3:30 – 4:30** Congressional Delegation
- 5:30 – 7:15** President's Reception

Friday, August 13th

- | | |
|----------------------|---|
| 7:30 – 8:00 | Site Selection |
| 8:00 – 4:00 | Exhibits Open |
| 8:00 – 8:30 | Nominating Committee & POY Committee |
| 7:30 – 9:00 | Continental Breakfast |
| 8:00 – 4:00 | Conference Registration |
| 8:15 – 8:45 | Keynote |
| 9:00 – 10:30 | Media Panel |
| 10:30 – 10:45 | Refreshment Break |
| 10:45 – 11:45 | Legislative Panel |
| 12:00 – 1:30 | Luncheon: Mayors' Panel |
| 1:30 – 1:45 | Credentials Committee |
| 2:00 – 4:00 | Annual Business Meeting |
| 5:30 – 6:30 | Incoming President's Reception |
| 6:30 – 9:00 | Annual Awards Banquet
Swearing In Ceremonies: Newly Elected Officers
Judge:
Public Official of the Year: |



**NEVADA LEAGUE OF CITIES & MUNICIPALITIES
51ST ANNUAL CONFERENCE
RENO BALLROOM
Register online at: www.nvleague.org
REGISTRATION**

August 11 – 13, 2010

Entity: _____

Delegate Name:		Please check appropriate boxes below for optional events.			
		Advance Registration \$195.00	Late Registration (Received After 8/2) \$295.00	POWER Workshop - Wednesday Includes Lunch & Materials \$195.00	Golf Tournament - Wednesday Includes Lunch & Prizes \$65.00
Title	Arrival Date	Departure Date		Circle One: Part I or Part II	
Address:		City:		State:	Zip:
Phone:			Email:		
Spouse or Guest Name:		Please check appropriate boxes below for optional events.			
		Registration \$85.00	Guest Program Included in Registration <i>See Information Below</i>		Golf Tournament Includes Lunch & Prizes \$65.00
Child(ren) please list name(s) and age(s):		Please check appropriate boxes below for optional events.			
		Registration \$25.00	Guest Program Included in Registration <i>See Information Below</i>		Golf Tournament Includes Lunch & Prizes \$65.00
Total Amount Due for Delegate and Spouse/Guest(s)					

Meals/Events Registration: *Please indicate the events/functions you will be attending and number of guests.*

MEALS & SOCIAL EVENTS			Spouse and Guests Events
Wednesday, August 11th	Attending	Guests	The City of Reno is diligently working on providing a great program of events for spouse's and guests. A program will be sent to all registrants prior to the conference for sign ups.
Reno Aces Game, 1:05	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Thursday, October 12th	Attending		
Luncheon President's Reception	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Friday, October 13th	Attending		
Luncheon Incoming President's Reception & Annual Banquet	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No		

CANCELLATION POLICY: Cancellations will be accepted without charge through August 2, 2010. Cancellations thereafter will be subject to a \$25.00 surcharge. No refunds will be given for cancellations received after August 2, 2010.

Make checks payable to: NLC&M - 310 S. Curry Street – Carson City, Nevada 89703
Phone: 775-882-2121 / Fax: 775-882-2813
Register online at: www.nvleague.org

Pahrump Fire - Rescue Service



Monthly Report Jun-10

Scott F. Lewis
Fire Chief

Department Responses: Monthly Response Total:

Fire: 134

EMS: 451

Total: 585

Response Type:

Fire Incident Type:

	Month
Fires (structures, vehicles, brush, etc.)	19
Rescue/MVAs/Medical Assists	60
Hazardous Conditions/No Fire:	2
Service Assignments:	32
Good Intent Calls:	7
False Calls(alarms & intentional)	11
Special Incidents (miscellaneous)	3

Total: 134

EMS Responses:

	Month
911 Calls	276
Interfacility Transf.	98
AMA:	77
Totals:	451
Civilian Fire Death:	0
Civilian Fire Injury	0
Other Public Servant	0

Apparatus and Facilities:

Apparatus Issues:

- * Engine 1 O.O.S Engine Issue
- * 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:

- * Applied for Asst. to FF Grant
- * Completed additional HIPPA (ID Theft) training
- * 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
- * Fire Chief met with State Fire Marshal's Office
- * Prepared for upcoming Fourth of July activities.
- * Fire Chief attended numerous meetings with Nye Planning, Buildings and Safety, VEA/Utility, DV Hospital, etc.

Upcoming:

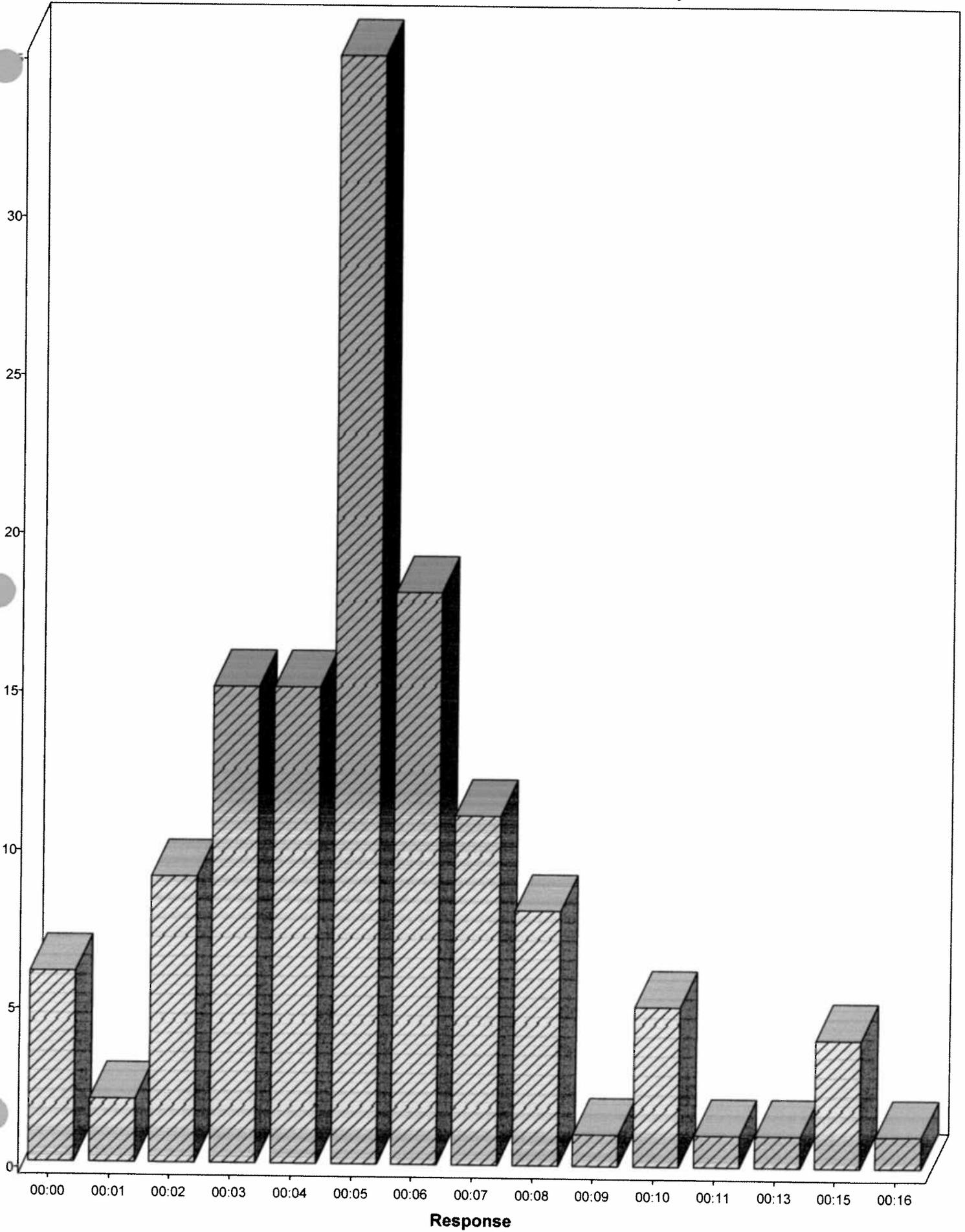
- * Continue Pre-Fire Plans
- * Intermediate Emergency Medical Technician training underway.

Miscellaneous:

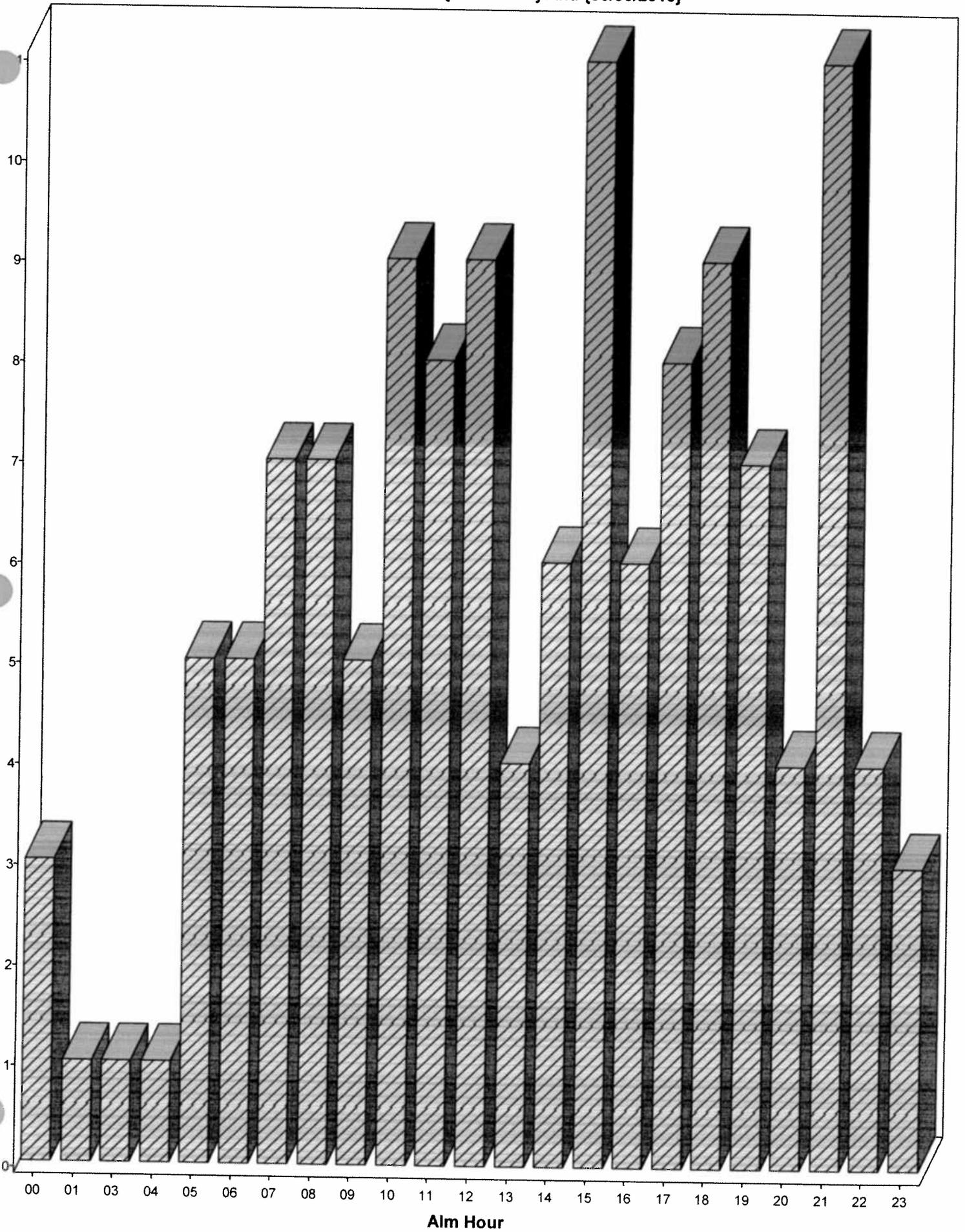
Fire Chief Lewis received the following letters:

- * Thank you card from Pahrump Nugget

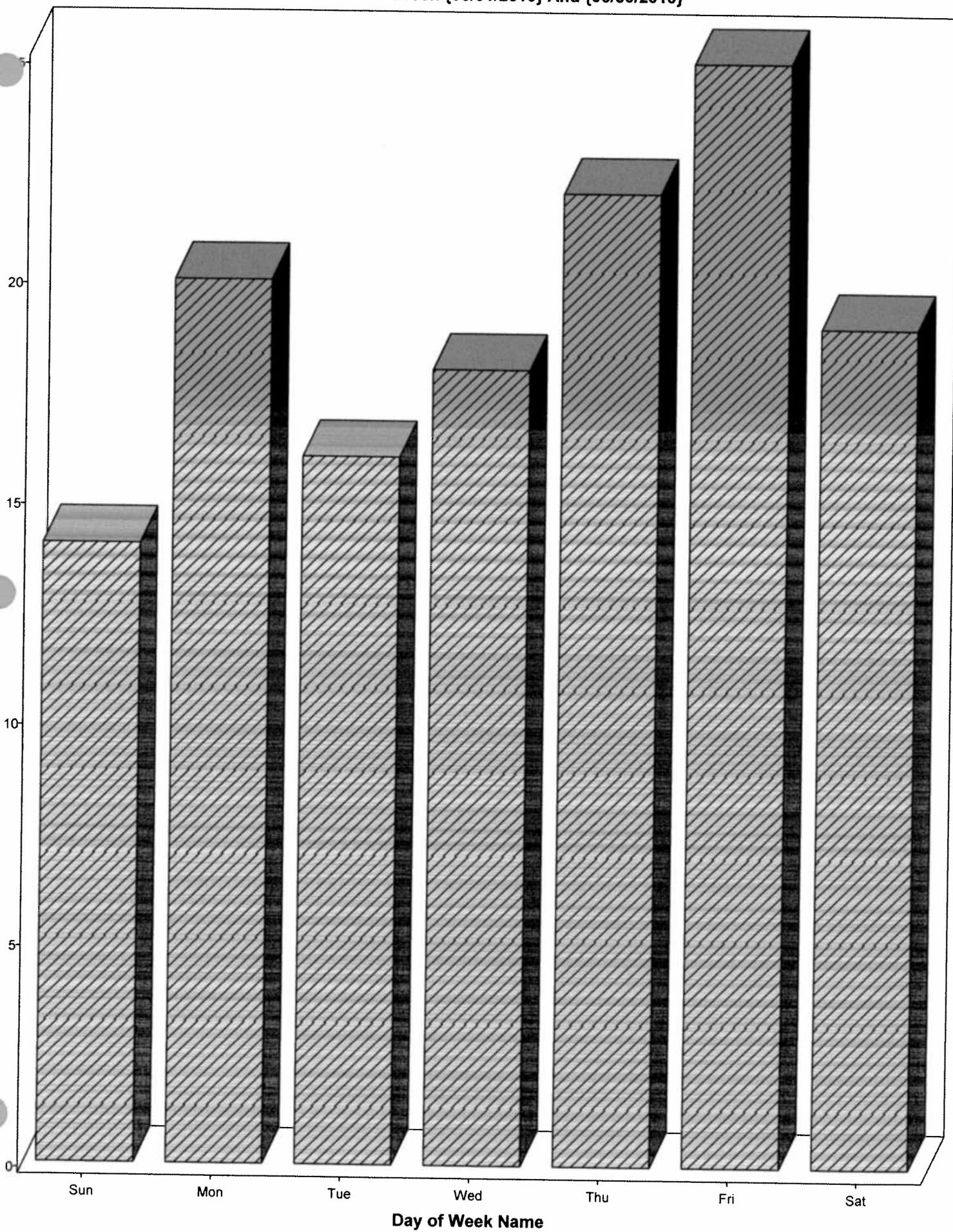
NFIRS Incidents by Response Time (in minutes)
Alarm Date Between {06/01/2010} And {06/30/2010}



Count of Incidents by Alarm Hour
Alarm Date Between {06/01/2010} And {06/30/2010}



Incident Responses by Day of Week
Alarm Date Between {06/01/2010} And {06/30/2010}



'Blessed are those who can give
without remembering and
take without forgetting.'

Likabain / Beuro

I wanted to thank you for your
Adding to the fun had by the kids
and parents alike at our Company
Picnic (THE NUGGET'S). Hearing the little ones
Squeal in LAUGHTER when getting sprayed by the
Fire hose, made it all the more enjoyable.
once again. Thank You.

Your thoughtfulness
is greatly appreciated.

LISA KOUB

Department Head July Town Manager Report

Community Business Services & Economic Development Report

7 July 2010

Recent Accomplishments

- 1) Continue to set up "Main Street Survey's.
- 2) Collected data regarding Mesquites business licensing and city's economic development operation.
- 3) 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.
- 4) **Have been elected to serve on an International Economic Development Board "OETSP". I have been invited to speak/ attend the EDRP- Edward Lowe Foundation Conference in Michigan 16-19 July. Since I will be an invited guest participant all expenses will be paid for at no cost to the Town. Economic Development Research Partnership (EDRP) is arm of IEDC.**

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 #35 Businesses Licensing, 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) Town Manager follows up on EA for HUD grants & NDOT engineering for Fox Ave on PARC site.
- 6) Completing report on potential BLM concessions projects in Pahrump.
- 7) **Forwarding information on possible 3-4 grant that will assist in Town Master Plan (Parks) revision.**

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.