

PAHRUMP TOWN BOARD MEETING
BOB RUUD COMMUNITY CENTER
150 NORTH HIGHWAY 160
TUESDAY – 7:00 P.M.
July 14, 2009

AGENDA

1. **Call to Order and Pledge of Allegiance.**
2. **Discussion and possible decision** regarding moving the order of, or deleting an agenda item(s).
(Action)
3. **Advisory Board Reports**, from Advisory Board Chairpersons and/or Town Board Liaisons on the status of Advisory Boards. (Non-Action)
4. **Town Manager Report.** (Non-Action)
5. **Town Board Member’s Comments.** (Non-Action)
6. **Discussion and possible decision** of approving the Agreement for Professional Services between the Town of Pahrump and G.C. Wallace, Inc. (Action)
7. **Discussion and presentation** of Recycling Program/Efforts by Pahrump Valley Disposal. (Non-Action)
8. **Discussion and possible decision** of awarding RFP 2009-03: Incorporation Feasibility Analysis for the Town of Pahrump to Economic & Planning Systems, Inc. (EPS) of Berkeley, California for \$36,750.00. (Action)
9. **Discussion and possible decision** on creating the 2009-2010 Goals and Performance Objectives. (Action)
10. **Discussion and possible decision** of changing by-laws for all advisory boards by changing Article III “Membership”, Section A to read Two (2) alternates instead of One (1) alternate. (Action)
11. **Discussion and possible decision** regarding update of by-laws of the Nuclear Waste and Environmental Advisory Board. (Action)
12. **Discussion and possible decision** regarding reconsideration of Grant for the Pahrump Tourism and Convention Council Funds of \$3,500.—to promote a contest designed to gain community input on the Town of Pahrump Branding Plan from 6/23/09 meeting. (Action)
13. **Discussion and possible decision** regarding alternate location, or cancellation of Town Board meetings scheduled for September 22 (Fall Festival), November 24 (Thanksgiving), and December 22 (Christmas), 2009. (Action)

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

- a. Action – approval of Town vouchers
- b. Action – approval of Town Board meeting minutes of June 23, 2009.

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

16. 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)

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, CHAMBER OF COMMERCE

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 <u>7/8/2009</u>	DATE OF DESIRED BOARD MEETING <u>7/14/2009</u>
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CIRCLE ONE: Discussion, Action, Decision or Discussion Only

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision of Approving the Agreement for Professional Services between the Town of Pahrump and G.C. Wallace, Inc.

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:

Town staff met with Mr. Mike Ross on July 01, 2009 to discuss a possible agreement between the Town and G.C. Wallace, Inc for Professional Services. After a 30 minute discussion on salaries, work product, projects and contract staff and Mr. Ross came to an agreement, which is attached.

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Board & Town Manager

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

William A. Kohbarger
Print Name


Signature

Town Office
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

Approving the Agreement for Professional Services between the Town of Pahrump and G.C. Wallace, Inc.

Included in the back-up for this item is the following:

1. The Agreement for Professional Services.

NOTE: Mr. Ross has been on vacation and will review a few small changes that the Town made next week (Monday) when he is back in the office. Mr. Ross will be present at the Town Board meeting.

AGREEMENT FOR PROFESSIONAL SERVICES
(Hereinafter "Agreement")

BETWEEN

PAHRUMP TOWN BOARD
(Hereinafter "CLIENT")
400 N Hwy 160
Pahrump, NV 89060

AND

G. C. WALLACE, INC.
(Hereinafter "GCW")
6655 South Cimarron Road
Las Vegas, Nevada 89113

WHEREAS, CLIENT intends, from time-to-time, to retain GCW to render certain professional engineering, planning or surveying services (hereinafter "Services"); and

WHEREAS, GCW is willing to provide the Services for consideration and upon the terms hereinafter stated;

NOW, THEREFORE, in consideration of the Services to be performed by GCW and payment therefore by CLIENT, the parties agree to the terms, Articles and conditions as hereinafter set forth.

CONDITIONS OF SERVICE

ARTICLE I - SCOPE OF SERVICES

The scope of Services performed under this Agreement shall be as described, initiated and performed under a Letter of Authorization attached as Exhibit A, signed by authorized representatives of CLIENT and GCW and incorporated herein by this reference. There shall be a separate Letter of Authorization for each project, or for additional services to be performed, which Letter shall set forth:

- i) the location of the Property for which Services are to be performed;
- ii) a description of the Services to be performed;
- iii) the total fee to be charged and the basis of payment as salary cost plus multiplier;
- iv) specific time and scheduling requirements which may be desired by CLIENT;
- v) such other matters as CLIENT and GCW may agree upon;
- vi) Services specifically excluded from the GCW scope of Service; and/or
- vii) budget for reimbursable expenses.
- viii) all surveying projects requested by the Town will be performed by the Mesquite team

Subject to the maximum amount specified in the Letter of Authorization, compensation for the engineering services provided herein will be made on the basis of ENGINEER's direct salary times a multiplier of 3.33 (2.90 overhead and 15% profit), plus direct non-salary expenses, plus actual approved subcontractor or subconsultant costs times 1.05. Schedule of direct salary for engineers is attached as exhibit "B" and it is agreed that the direct salary will not increase by more than 3% in any calendar year.

Direct non-salary expenses incurred by the ENGINEER for work done under this Contract eligible for reimbursement by the CLIENT are as specified in Article III.

ARTICLE II - CONDITIONS OF PAYMENT

GCW shall submit periodic itemized invoices to CLIENT, which will be accompanied by appropriate supporting documentation for reimbursable expenses. CLIENT shall pay each invoice within forty-five (45) days of the date the invoice is delivered to CLIENT. However, if CLIENT objects to all or any portion of any invoice, CLIENT shall notify GCW of the objection within fifteen (15) days from the date

of CLIENT's receipt of the invoice, give reasons for the objection, and timely pay that portion of the invoice not in dispute.

If CLIENT fails to pay GCW within forty-five (45) days after invoices are delivered, GCW shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and GCW's duties, obligations and responsibilities under this Agreement may be suspended or terminated. In the event of a material breach of this agreement, regardless of the nature of the material breach, GCW shall not be liable for any claims, responsibilities, or obligations resulting from delays, additional construction costs, financing costs or any other related or incidental costs, whether or not GCW suspends or terminates Services under this agreement. GCW's decision to suspend or terminate its Services shall not waive CLIENT's obligation to promptly pay GCW for all outstanding fees and charges due GCW at the time of suspension or termination, plus reasonable costs related to GCW's act of suspension or termination and any reasonable attorney's fees as may be required to enforce the payment provisions of this Agreement.

CLIENT agrees to pay a monthly late payment charge, which will be the lesser of one and one-half percent (1-1/2 %) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing forty-five (45) days after invoices have been delivered to CLIENT. Payments received after the forty-five (45) day period shall first be applied to the penalty, and any amounts remaining thereafter shall be applied to the principal.

The fees in this Agreement and in related proposals or Letters of Authorization do not include any sales taxes on professional services. If such taxes are imposed by any public body in the State for which services are rendered, the amounts of any future sales taxes will be added to the professional service fees as they are invoiced and will be identified as sales tax.

ARTICLE III · REIMBURSABLE EXPENSES

Reimbursable expenses, notwithstanding the amount budgeted in the Letter of Authorization, shall be invoiced at GCW's direct cost. Reimbursable expenses include out-of-pocket costs for reproduction, filing fees, permit fees, inspection fees, travel, per diem, etc. Reimbursable expenses shall be due and payable in accordance with the terms as written in Article II-Conditions of Payment. CLIENT shall be obligated to reimburse GCW for reimbursable expenses, even if such reimbursable expenses exceed the budget as estimated in the Letter of Authorization or if no budget has been provided.

ARTICLE IV · GCW'S PERFORMANCE

GCW agrees to furnish all labor, personnel and materials necessary to perform and complete the Services. GCW's Services shall be performed within the limits as mutually agreed by CLIENT and GCW, in a manner consistent with the level of care, skill, practice and judgment exercised by other professional consultants in performing services of a similar nature under similar circumstances during the same general time period.

ARTICLE V · RELATIONSHIP OF PARTIES AND SUBCONTRACTORS

Unless and only to the extent specifically provided to the contrary, GCW shall be an independent contractor and shall have responsibility for and control over the details and means for providing the Services. GCW may use subcontractors to perform services usually performed by subcontractors.

If GCW wishes to use a subcontractor where it is not customary to do so, GCW shall obtain prior written approval or subsequent written confirmation from CLIENT.

ARTICLE VI · INDEMNITY

GCW hereby agrees to indemnify and hold harmless CLIENT, its employees and successors, against all claims, allegations, liabilities, judgments, suits, tenders of defense, or demands for damages to persons or property (hereinafter "Claims") solely arising, or resulting, from GCW's negligent performance of its Services under this Agreement and all Amendments hereto. In the event CLIENT

and GCW are determined to be jointly at fault, any liability as between CLIENT and GCW shall be allocated between CLIENT and GCW in accordance with their proportionate share of such fault.

ARTICLE VII · LIENS

Prior to payment of invoice(s) submitted pursuant to Article II, GCW shall furnish, if requested by CLIENT:

- i) a release or waiver of lien acceptable to CLIENT from GCW and any other person or entity furnishing services, labor or materials in connection with the Services hereunder; or
- ii) receipts covering all Services, labor and materials for which a lien might be filed; but if any subcontractor, laborer, material man or other person refuses to furnish a release, waiver or receipt in full, GCW may furnish at GCW's expense a bond satisfactory to CLIENT to indemnify CLIENT against any claim or lien.

CLIENT shall not request and GCW shall not be required to execute any waivers or certificates that could increase GCW's liability.

ARTICLE VIII · PRE-LIEN NOTICE

Execution of this Agreement or subsequent Letters of Authorization shall serve as notice to the CLIENT that GCW is hereby providing Services for the project and has the right to file a mechanic's lien in accordance with Nevada Revised Statutes. CLIENT agrees to provide to GCW the present name and address of the record owner(s) of the property upon which the project is to be located. CLIENT also agrees to provide GCW with the name and address of any and all lenders who may loan money for the project, any and all loan control services who may control the disbursement of funds for the project, and any and all individuals or entities who are entitled to receive a preliminary notice of lien. CLIENT further agrees that during the course of the project, CLIENT shall provide notice to GCW should any change occur regarding the identity of the record owner(s), lenders, loan control services or those individuals or entities who are entitled to receive a preliminary notice of lien.

ARTICLE IX · INSURANCE

GCW shall maintain at all times during the performance of Services hereunder:

- i) statutory worker's compensation and employer's liability insurance in the amount of the statutory limits to cover all employees engaged in the Services as is required by the State in which the services are performed;
- ii) commercial general liability insurance with minimum limits of \$1,000,000.00 combined single limit per occurrence and \$1,000,000.00 general aggregate limit;
- iii) automobile liability insurance for all owned, non-owned and hired vehicles with a minimum limit of \$500,000.00 combined single limit per accident; and
- iv) professional errors and omissions insurance with minimum limits of \$1,000,000.00 and \$1,000,000.00 aggregate.

If requested by CLIENT, certificates of insurance evidencing the minimum coverage required herein shall be submitted to CLIENT within thirty (30) days following the execution of this Agreement and shall be maintained in a current status throughout the term of this Agreement. Such certificates of insurance shall require the insurers(s) to provide not less than thirty (30) days advance written notice to CLIENT in the event of any cancellation or non-renewal.

ARTICLE X · FORCE MAJEURE

Force Majeure as used in this Article shall mean an act of God, strike, lockout, or other industrial disturbance, act of public enemy, war, blockage, public riot, lightning, fire, flood, explosion, earthquake, failure to timely receive necessary governmental approvals, government restraint, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, other than financial inability, which is not reasonably within the control of the party claiming suspension. If either party is rendered unable, wholly or in part, by Force Majeure to carry out their obligations under this Agreement, other than the obligation to make money payments, such party shall give to the other party prompt written notice of the Force Majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving notice, so far as they were affected by the

Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure. The affected party shall use all possible diligence to remove the Force Majeure as quickly as possible.

ARTICLE XI · SERVICES BY CLIENT

CLIENT grants to GCW permission for GCW, GCW's employees, agents, and subcontractors to enter upon any project site for the purpose of providing Services, and if any project site requiring specific analysis is not owned by CLIENT, CLIENT will exercise CLIENT's best efforts to obtain such permission.

CLIENT shall give GCW prompt written notice of any known deficiency in the Services.

CLIENT, with reasonable promptness, shall provide required information, approvals and decisions.

ARTICLE XII · TERM, AMENDMENTS AND TERMINATION

This Agreement shall not expire. Any amendments to this Agreement, or to a Letter of Authorization, shall be in writing and executed by CLIENT and GCW.

ARTICLE XIII · OPINIONS OF PROBABLE CONSTRUCTION COSTS

GCW's opinions of probable construction costs, construction cost estimates, construction cost projections, etc. (hereinafter "Opinions of Probable Construction Costs") provided for herein are to be made on the basis of GCW's experience and qualifications and represent GCW's judgment as an experienced and qualified professional generally familiar with the industry. However, since GCW has no control over the costs of labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, GCW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Opinions of Probable Construction Costs prepared by GCW. If CLIENT wishes greater assurance as to the Opinions of Probable Construction Costs, CLIENT shall employ an independent cost estimator.

ARTICLE XIV · CONTRACTOR'S WORK

During the construction phase, GCW shall not supervise, direct, or have control over contractor's work, nor shall GCW have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by contractor, for safety precautions and programs incident to the contractor's work in progress, nor for any failure of contractor to comply with laws and regulations applicable to contractor's furnishing and performing the work.

GCW neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents.

GCW shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any of the contractor's agents or employees or any other persons at the site or otherwise furnishing or performing any of the contractor's work; or for any decision made on interpretations or clarifications of the contract documents given CLIENT without consultation and advice of GCW.

ARTICLE XV · NOT USED

ARTICLE XVI · USE OF DOCUMENTS

All documents are instruments of service with respect to this project, and GCW shall retain an ownership and property interest therein (including the right of reuse at the discretion of GCW) whether or not the project is completed.

Copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by GCW. Files in electronic media format of text, data, graphics, or of other types that are furnished by GCW to CLIENT are only for convenience of CLIENT. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

When transferring documents in electronic media format, GCW makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by GCW at the beginning of this project.

Upon payment of all fees owed GCW, CLIENT may make and retain copies of documents for information and reference in connection with use on the project by CLIENT. Such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the project or on any other project. Any such reuse or modification without written verification or adaptation by GCW, will be at CLIENT's sole risk and without liability or legal exposure to GCW or to GCW's consultants. CLIENT shall indemnify and hold harmless GCW and GCW's consultants from all claims, damages, losses, and expenses, including reasonable attorney's fees arising out of or resulting from such reuse or modification.

Any verification or adaptation of the documents for extensions of the project or for any other project will entitle GCW to further compensation at rates to be agreed upon by CLIENT and GCW.

ARTICLE XVII - COMPLIANCE WITH LAW

GCW and CLIENT shall exercise usual and customary professional care in GCW's and CLIENT's efforts to design in compliance with all applicable federal, state and local laws, including environmental laws, in effect at the time Services are performed.

ARTICLE XVIII - GOVERNING LAW

The Agreement shall be construed according to the laws of the State of Nevada.

ARTICLE XIX - RELIEF ON DEFAULT

In the event of any breach or default in or of this Agreement or any of the terms, covenants or conditions hereof by either party, the other party shall have, in addition to a claim for damages for such breach or default, and in addition to any right or remedy contained in this Agreement or available at law or in equity, the right to demand and have specific performance of this Agreement. Each right or remedy provided for in this Agreement shall be in addition to any other right or remedy now or hereafter existing at law or in equity, and the exercise of any one or more of the rights or remedies provided for in this Agreement shall not preclude simultaneous or later exercise of any or all the rights or remedies now or hereafter existing.

If any action is brought by either CLIENT or GCW to enforce the Agreement or recover damages or equitable relief for a breach of this Agreement, the prevailing party shall be entitled to recover costs and reasonable attorney's fees incurred in such action, the amount of such reasonable attorney's fees to be determined by the court and not a jury.

ARTICLE XX - NO THIRD PARTY RIGHTS

This Agreement shall not create any rights or benefits to parties other than CLIENT and GCW.

ARTICLE XXI - INTEGRATED WRITING

This Agreement together with Exhibits A and B, constitute the entire understanding between CLIENT and GCW, and supersedes all prior communications, representations, agreements, or conduct, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE XXII - NOTICE

All notices required in writing under this Agreement shall be considered as having been given by one party to the other party upon the latter's receipt of the same. All such notices shall be:

- i) transmitted by registered or certified mail or by facsimile transmission or telegram confirmed by a subsequent written letter or
- ii) by electronic mail, if confirmed by a subsequent written letter to the party at the address first stated above.

ARTICLE XXIII · SEVERABILITY; REFORMATION

If any court of competent jurisdiction determines that any of the Articles in this Agreement or any part thereof, is or are invalid or unenforceable, the remainder of the restrictive covenants shall not thereby be affected and shall be given full effect, without regard to invalid portions. If any of the Articles of this Agreement should ever be deemed to exceed the temporal, geographic, occupational or other limitations permitted by applicable laws, those Articles shall be and are hereby reformed to the maximum temporal, geographic, occupation or other limitations permitted by law.

ARTICLE XXIV · NONWAIVER

The failure by CLIENT or GCW to enforce any Article of this Agreement shall not be deemed a waiver of such article or of CLIENT's or GCW's right to enforce each and every article of this Agreement.

ARTICLE XXV · BINDING EFFECT

This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

ARTICLE XXVI · CONFLICTING PROVISIONS

In the event of any conflict between the terms and Articles of this Agreement and Exhibits A and B, or any other exhibits attached thereto, this Agreement shall control.

The effective Date of this Agreement is _____.

PAHRUMP TOWN BOARD

By _____,

Date _____

Printed Name

Title

G. C. WALLACE, INC.

By _____,

Date _____

Printed Name

Title

**EXHIBIT A
LETTER OF AUTHORIZATION**

BETWEEN

PAHRUMP TOWN BOARD
(Hereinafter "CLIENT")
Address
City, State Zip

AND

G. C. WALLACE, INC.
(Hereinafter "GCW")
6655 South Cimarron Road
Las Vegas, Nevada 89113

This Letter of Authorization, made and entered into on this _____ day of _____, 20____, by and between CLIENT ("CLIENT"), and G. C. Wallace, Inc., a Nevada corporation ("GCW"), adds to, modifies or otherwise amends that certain Agreement for Professional Services between CLIENT and GCW, effective _____, 20____ (the "Agreement"), with regard to the Services, fees, basis of payment, schedule for performance, provision for additional services, or other such matters set forth below:

CLIENT Project Number or Description:
GCW Proposal, Project Number or Description:

As prepared and submitted by

Except as specifically amended by this Letter of Authorization, all the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Letter of Authorization to be executed on the date and year first written above.

PAHRUMP TOWN BOARD

G. C. WALLACE, INC.,

a Nevada corporation

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Effective through
June 30, 2009

HOURLY RATE SCHEDULE

	<u>Rate Per Hour</u>
Principal	\$ 210.00
Associate	\$ 195.00
Supervising Engineer/Land Planner/Land Surveyor	\$ 180.00
Senior Engineering/Land Planning/Land Surveying Manager	\$ 160.00
Engineer/Project Manager/Land Planner/Land Surveyor/Field Survey Mgr.	\$ 145.00
Supervising Designer	\$ 135.00
Senior Designer	\$ 125.00
Designer/Survey Office Technician	\$ 115.00
Engineering/Land Surveying Intern 2	\$ 115.00
Engineering/Land Surveying Intern 1	\$ 100.00
Survey Analyst	\$ 100.00
GIS Analyst	\$ 100.00
Construction Specification Manager	\$ 160.00
Specification Technician	\$ 80.00
Construction Engineering Manager	\$ 160.00
Construction Project Manager	\$ 125.00
Construction Project Coordinator	\$ 115.00
Construction Inspector	\$ 110.00
Construction Administrative Assistant	\$ 66.00
Utility Coordination Manager	\$ 100.00
Utility Coordinator	\$ 80.00
Planning Assistant 2	\$ 90.00
Planning Assistant 1	\$ 80.00
CAD Technician 3	\$ 95.00
CAD Technician 2	\$ 85.00
CAD Technician 1	\$ 75.00
Project Coordinator	\$ 100.00
Project Assistant 2/Processor	\$ 85.00
Project Assistant 1	\$ 60.00
Administrative Assistant	\$ 50.00
Survey: Party Chief	\$ 100.00
Instrument Operator	\$ 60.00
Chain Person	\$ 45.00

The individual hourly rates include salary costs, overhead, administration, and profit. Survey rates also include survey equipment amortization, stakes, flagging, supplies and vehicle mileage. Expert witness services shall be invoiced at 1.5 times the hourly rate per employee category.

PROFESSIONAL FEE SCHEDULE

As of January 2009

Type	Labor Rate
Principal	125.00
Principal Scientist	125.00
Senior Project Scientist	115.00
Senior Project Manager	115.00
Program Manager	105.00
Project Manager	105.00
Senior Engineer	Per NRS 625.530, rates will be negotiated upon contract award.
Lead Engineer	
Engineer 2	
Engineer 1	
Associate	90.00
Grants Manager	90.00
Grant Writer 3	75.00
Grant Writer 2	60.00
Grant Writer 1	50.00
Resource Specialist/Env. Scientist 5	95.00
Resource Specialist/Env. Scientist 4	85.00
Resource Specialist/Env. Scientist 3	75.00
Resource Specialist/Env. Scientist 2	65.00
Resource Specialist/Env. Scientist 1	55.00
Project Support 2	50.00
Project Support 1	45.00
Technician 2	50.00
Technician 1	45.00
Senior Admin Assistant	50.00
Administrative Assistant	45.00
Staff Admin Support	40.00
Intern 2	45.00
Intern 1	40.00
Clerical	35.00

1. Direct expenses are billed at cost.
2. Mileage is billed at the IRS standard mileage reimbursement rate.
3. Equipment billed on a per day basis.

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
7/8/2009

DATE OF DESIRED BOARD MEETING
7/14/2009

CIRCLE ONE: Discussion, Action, Decision

or Discussion Only

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Presentation of Recycling Program/Efforts by Pahrump Valley Disposal.

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:

Pahrump Valley Disposal has been requested by Town staff to give an update on their current recycling program efforts.

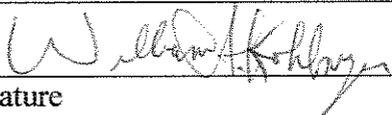
BACKUP ATTACHED: YES NO

SPONSORED BY: Town Manager

NAME OF PRESENTER(S) OF ITEM: Mr. John Shea, PVD

William A. Kohbarger

Print Name


Signature

Town Office

Mailing Address

(775) 727-5107 ext. 305

Telephone Number

Recycling Program/Efforts by Pahrump Valley Disposal.

Included in the back-up for this item is the following:

1. Town Board minutes for August 28, 2007, which is the first time this item came to a Town Board agenda.
2. The presentation in written form Mr. Shea presented to the Town Board on August 28, 2007 as backup for the packet. NOTE: All the numbers/costs for this project are 2007 numbers/cost.

Discussion and decision regarding the expansion of current recycling efforts by Pahrump Valley Disposal.

John Shay of Pahrump Valley Disposal discussed the options for the Town's recycling program.

Dave Stevens spoke against the program citing an increase in fees. Charlie Anzalone questioned the value gained by Pahrump Valley Disposal. Kathy Benoit spoke in favor of the program. Dave Swanson, Chairperson of the Nuclear Waste and Environmental Advisory Board, stated recycling was a Pahrump Town Board Meeting
August 28, 2007

nationally recognized, ethical lifestyle. He recommended the Town support recycling and welcomed questions from the Town Board on behalf of the Advisory Board.

Member Rust motioned to approve Pahrump Valley Disposal moving forward toward the goal of developing a "Dirty MRF" facility, at which time a presentation should be made to the Town Board for contract development.

Member Sprouse seconded.

Motion carried 5/0.



July 5, 2007

Town of Pahrump
Don Rust
Town Board Member
400 N. Hwy 160
Pahrump, NV 89060

Re: Enhanced Recycling Program Options

Dear Don,

Pahrump Valley Disposal (PVD) is pleased to present the accompanying proposal for the expansion and enhancement of the Town of Pahrump's recycling program. As landfill space and natural resources diminish recycling programs are becoming more integral components of communities across the country. Facing similar challenges, the Town of Pahrump and Nye County can mitigate the impacts by taking a proactive approach to recycling and diversion. As we've previously discussed, it is the commitment of both the Town of Pahrump and PVD to continue to develop new and innovative solutions for the community's waste and recycling needs. With this in mind, I have presented a variety of options that are suitable for the progression of recycling within the Town.

The principles of Pahrump Valley Disposal have over 40 years of combined experience in the solid waste and recycling industry. Much of the experience has been in the development and operation of recycling facilities and programs. We are confident that our knowledge and experience combined with the foresight of the Town will establish Pahrump as the benchmark for community recycling within the State of Nevada.

In preparation for this proposal, I spent the past few months researching recycling programs and technologies to determine the most suitable system for the Town of Pahrump. I visited a variety of recycling facilities, both large and small, to better understand the philosophies and goals of the communities in which they were operating, as well as their approach to recycling. I also met with some of the top recycling equipment manufacturers on the west coast for their input on systems that would provide the foundation for the Town's recycling program. As a result, it became evident that all communities are unique in themselves, but, by utilizing a combination of the same proven technologies and systems, are able to accomplish their varied recycling initiatives.

The primary goal of this proposal is to explore a variety of options to develop a comprehensive, yet, cost effective system, that will not only enhance our current

program, but will allow us to expand using the same infrastructure and machinery as the community grows.

Current Recycling Program

The current recycling program has proven to be a very successful start-up program. It is the first step in the development of a community wide program whereby the implementation of each new phase creates greater participation and greater diversion. Its success has grown steadily as more people are informed and educated about the drop-off center and the opportunity to recycle, however, it is really only the first step.

The program consists of a single drop-off center located at PVD's facility on E. Mesquite Ave. At the center there is a series of containers, each specifically labeled for different recyclable materials. Customers separate their recycling materials and place them in the appropriately labeled container. Traffic flow is smooth, allowing customers to enter, unload and exit the facility in an efficient manner.

At the present time, we are preparing to expand the program to a second location at Wal-Mart. The set-up will be slightly different than the E. Mesquite facility. Instead of a series of small containers, there will be one large container, or roll-off box, with different compartments. Each compartment will be labeled for a specific material type.

Acceptable materials include the following items:

- Cardboard
- Newspaper
- Aluminum cans
- Glass bottles
- Plastic bottles #1 & #2
- Scrap metal and tin.
- Batteries

In addition to the drop-off program, PVD's affiliate, Southwest Environmental Services (SES), the operator of the Pahrump Landfill has implemented an aggressive diversion program at that facility. Through this program, where wood debris, metal, cardboard and tires are diverted from disposal, several years of landfill life have been preserved.

Proposed Enhanced Recycling Options

The proposed options have been narrowed down to the three most feasible. They are described in a general format to give you a basic idea of how they operate. They can be implemented independently, or in conjunction with one another. Once a specific direction has been decided, a more detailed operations plan including exact costs will be developed. There are several components that are consistent with all of the proposed options. They are as follows:

- All programs will require the development of a materials recovery facility (MRF) for the processing of the collected recyclables.
- All of the programs will be supported by an aggressive education campaign to encourage participation.
- PVD has already made initial investments in certain equipment necessary to provide these services, and therefore has omitted those costs from each of the options.
- PVD will provide all financing, personnel and services to design, build, and operate the approved program, or combination thereof. In exchange, PVD will need to secure an adjustment in its rates to cover the annual operational costs.

1. Expand Drop-Off Program

The first option for consideration is the expansion of the current drop-off recycling program by adding two to three additional facilities at strategic locations within the Pahrump Valley. In addition to the existing facility on E. Mesquite Ave., facilities would need to be added on the north, south and west areas of the Valley. Each location will be open to the public 5 days a week, Tuesday through Saturday. PVD will provide all necessary equipment and personnel at the site. An employee will manage each facility during operating hours to assist customers with unloading as well as to ensure that the appropriate materials are being recycled. Additionally, they will be able to answer any questions a customer may have regarding available recycling services. All collected recyclable material will be hauled back to PVD's facility on Mesquite Ave for processing on an as needed basis. Once delivered to the processing facility, the material will be sorted, baled and shipped to brokers, or end-users.

Annual Program Cost

Machinery and Equipment (8%-60 months)	\$ 150,000.00
Facility (8%-20 years)	\$ 60,000.00
<u>Personnel</u>	<u>\$ 165,000.00</u>
Total Annual Operating Costs	\$ 375,000.00

Rate adjustment needed: 13%, or \$1.46 per month for regular residential account.

2. Curbside Collection of Recycling

Curbside collection of recyclable material has become the industry standard across the nation. There have been several different methods employed to provide curbside collection, with the most current system in place being known as “Single Stream”. In a “Single Stream” system customers are provided with a separate, distinctly colored cart, usually 96 gallons in size, for their recyclable material. Customers are asked to separate their recyclables from their other garbage by combining, or commingling, all of their recyclables in the designated recycle cart, and discarding the residual waste in the garbage cart.

On garbage collection day, customers will place their recycling cart at the road alongside their garbage cart. A separate collection vehicle will be utilized to service the recycle route. The collected recyclables will then be hauled back to PVD’s MRF for processing. The trucks will empty their loads onto a tipping floor where the material will then run along a conveyor belt or sort-line. Employees, known as “sorters”, will be positioned at different stations along the line, each responsible for pulling out certain commodities within the recycle stream. For example, one employee may pick out the newspaper while another focuses on plastic bottles. Once sorted, the individual commodities will be further processed through baling. The bales will be stored until a sufficient number have accumulated, then be shipped to a broker, or end-user.

All material currently accepted through the drop-off program will continue to be accepted within this system.

Annual Program Cost

Machinery and Equipment (8%-60 months)	\$ 305,000.00
Facility (8%-20 years)	\$ 60,000.00
<u>Personnel</u>	<u>\$ 460,000.00</u>
Total Annual Operating Costs	\$ 825,000.00
Rate adjustment needed: 28%, or \$3.15 per month for regular residential accounts	

3. “Dirty MRF”

A Dirty MRF is a unique facility that combines the current methods of solid waste collection with the processing system of a “Single Stream” MRF. It is not as commonly used as curbside collection, but is extremely effective in rural areas similar to Pahrump because it doesn’t require the additional containers or vehicles needed for curbside collection. Instead of issuing customers an additional cart for recyclable material, all customers will continue to use the same garbage carts that they use presently. Collection of the refuse will continue in the same manner that it occurs today, however, once the waste is collected, instead of being hauled directly to the landfill for disposal, it is hauled to the MRF for processing. Using the same process as the Single-Stream system, the

waste is dumped on the tipping floor, run along a sort-line whereby the recyclable materials are extracted.

Annual Program Cost

Machinery and Equipment (8%-60 months)	\$ 195,000.00
Facility (8%-20 years)	\$ 70,000.00
<u>Operating Costs</u>	<u>\$ 235,000.00</u>
Total Annual Operating Costs	\$ 500,000.00

Rate adjustment needed: 17%, or \$1.91 per month for regular residential accounts

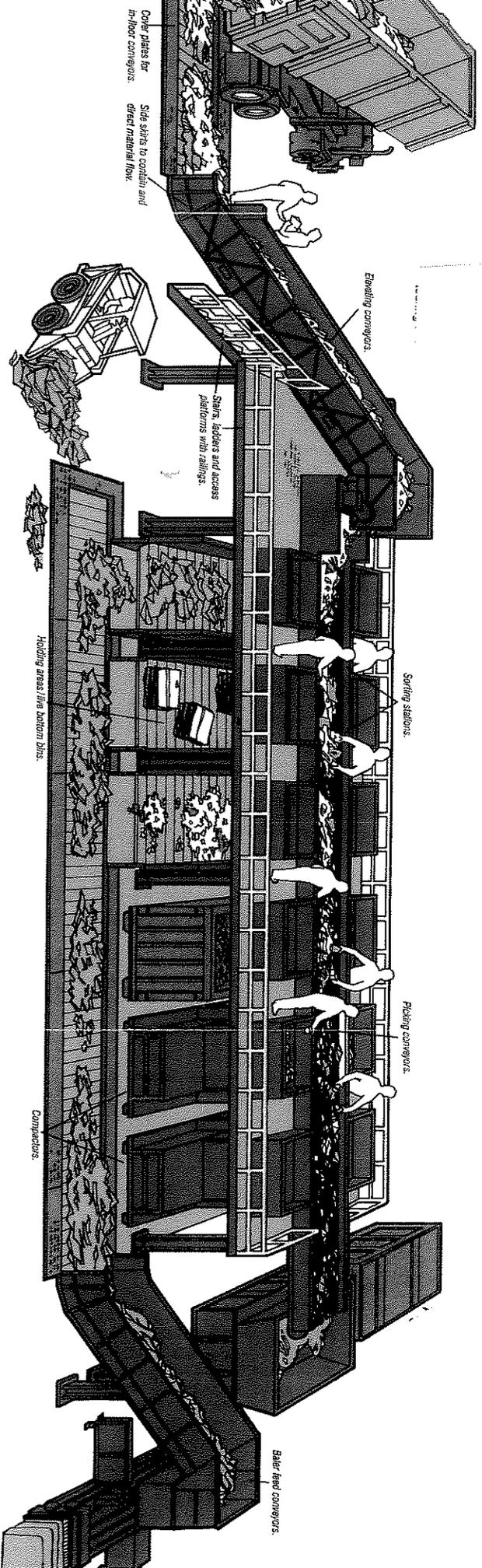
4. Commercial Recycling

In addition to expanding the recycling services available to the residents of Pahrump, PVD will implement a commercial recycling collection route for the businesses and institutions of Pahrump. PVD will offer customers the choice of different size containers to meet their recycling needs. Recycling containers will be green in color, with the signage and labeling to differentiate them from the garbage container and to promote diversion. PVD will work with customers to determine the appropriate container size and frequency of service to satisfy their needs. This service could be implemented in conjunction with any of the above programs.

I appreciate the opportunity to work on this project with you and the Town of Pahrump. I am confident that together we can develop a successful diversion program to accommodate the needs of the Town of Pahrump now, and in the future. If you have any questions, or need additional information please let me know. I look forward to discussing this proposal with you further.

Sincerely,

John Shea
Pahrump Valley Disposal, Inc.



Awarding RFP 2009-03: Incorporation Feasibility Analysis for the Town of Pahrump.

The RFP 2009-03 Review Committee met and reviewed both proposals. The Committee determined that the EPS was the most responsible and responsive bidder. The Committee directed the Town Manager to check EPS' references of the two most recent clients along with Douglas County, NV whom utilized EPS to do a similar study in 1988.

Included in the back-up for this item is the following:

1. The two (02) proposals received for RFP 2009-03 (Economic & Planning Systems, Inc and TischlerBise).
2. The references checked by staff along with comments received from each reference.

Awarding RFP 2009-03: Incorporation Feasibility Analysis for the Town of Pahrump.

Below are the places/individuals that were contacted for references pertaining to EPS.

San Martin, CA (December 2008)

Neelima Palacheria, Executive Officer
Local Agency Formation Commission of Santa Clara County
70 West Hedding Street, 11th Floor, East wing
San Jose, CA 95110
(408) 299-5127

Comments:

1. They did a good job. It was a 2-year process.
2. They did a good job working through numerous issues (Budget)
3. Would recommend them
4. Commission was pleased with report

NOTE: This attempt failed due to lack of revenues/fees.

Carmel Valley, CA (November 2008)

Kate McKenna, Executive Officer
Local Agency Formation Commission of Santa Clara County
132 W. Gabilan Street, Suite 102
Salinas, CA 93901

Comments:

1. Good hands with Richard
2. Smart & Effective
3. Like him a lot
4. Majority of Commission thought the report was sound

NOTE: This is moving forward and will be presented to the voters in Nov 09.

NOTE: In California each County has a Local Agency Formation Commission, which consist of 7 voting members (County Commissioners, Mayors, SID Elected officials and one public member) and act as a legislative watch dog for good government.

Douglas County, NV (Lake Tahoe) (1988)

Could not make contact with anyone who took part in this attempt.

2009-2010 Goals & Performance Objectives

I have attached in the packet the 2009-2010 Goals & Performance Objectives that were given to me in face to face meetings with Mrs. Shupp, Mr. Dolan, Mrs. Parker and Mr. Darby. I have also attached the actual comments submitted by Mr. Darby and Mr. Dolan along with my notes written on them. Also attached is the 2008-2009 Goals & Performance Objectives along with the Pahrump Town Board Policy 2009.

William A. Kohbarger

2009-2010 Goals & Performance Objectives

Vicky Parker:

1. Completion of Last Chance Park
2. Complete a Five-year Strategy Plan for the following departments:
 - a. Fire Department
 - b. Parks (Building & Grounds)
 - c. Administration/Business License
 - d. Economic Development

Nicole Shupp:

1. Continue work on the PARC Project
2. Completion of Last Chance Park
3. Get all Economic Development organization on the same page to work for the betterment of Pahrump.
4. Work on improving Public Relations for the Town
5. Improve Security at Town Board meetings
6. Continue working toward Incorporation

Mike Darby:

1. Spend more time in Pahrump and less timeout of town where the people of Pahrump cannot reach you
2. Make yourself more available by delegating responsibility
3. Improve the lines of communication such as e-mail reminders of events or meetings. Send your working calendar for each month to the Board and updates when necessary by e-mail so the Board knows what you are doing for them.
4. Contact local business to do a "health check" as to how to better improve relations between the Town and business.
5. Meet with local organizations/registered citizens groups to relay to the Board the top 5 concerns of such groups. (at least)
6. Visit advisory boards regularly. (each advisory board)
7. Link town website to county sex offender site so people know who's living next door.
8. "Newsletter" needs to reflect both "pro's and con's" and not show bias or one sidedness. And talk About Town website improvements.

Bill Dolan:

1. Attend a conference on communications skills and sensitivity training within the next 3-months.
2. Attend all the Advisory Board Meetings and hold a session on what an AB can and cannot do as an AB, there seems to be some real confusion out there within the next three months
3. Review the towns (all Departments) expenditures and contracts for items like (but not limited too) office supplies, copiers, pool supplies & auto parts suppliers. To see where we can save funds by getting the best deals from one or two companies in each area instead of multi companies in each area within the next six months.

Bill,

At this time I see three G&O's I would like to talk about during the next TB meeting seeing you said it was going to be on the agenda.

First; An this is being added from some of the comments during your eval and from talking with residents and business in Pahrump. I would like you to pick, register and attend a conference on communication skills and sensitivity training. With in the next 3 months.

Second; I would like you to attend all the Advisory Board Meetings and hold a session on what an AB can and cannot do as an AB, there seems to be some real confusion out there. With in the next three months.

Third; I would like you to work on reviewing the towns (all Departments) expenditures and contracts for items like (but not limited too) office supplies, copiers, pool supplies & auto parts suppliers. To see where we can save funds by getting the best deals from one or two companies in each area instead of multi companies in each area. I will use the copiers for instance, the PVFRS just signed a new contract for their copiers without going through the Town Manager. One this is a breach of policy and should be investigated to see who OK this within PVFRS. Because the town could have looked at a contract for all town copiers replacing the old out dated ones for new and getting a better price thus saving the town money.

Any questions please feel free to ask,
Bill

Bill Dolan CVOR RN
Vice-Chairman
Pahrump Town Board
775-764-1327

More Community Involvement

1. Spend more time in Pahrump and less time out of town where the people of Pahrump cannot reach you.
2. Make yourself more available by delegating responsibility.
3. Improve the lines of communication such as e-mail reminders of events or meetings. Send your working calendar for each month to the Board and up dates when necessary by e-mail so the Board knows what you are doing for them.
4. Contact local business to do a "health check" as to how to better improve relations between the Town and business.
5. Meet with local organizations / registered citizen groups to relay to the Board the top 5 concerns of such groups. (at least)
6. Visit advisory boards regularly. (each advisory board)
7. Link town web site to county sex offender site so people know who's living next door.
8. "News letter" needs to reflect both "pro's and con's" and not show bias or one sidedness. And talk about Town web site improvements.

2. Ask
CEO

Ask Carla about #3 Send Monthly Calendar

CCSC, Rotary, Quarus, Seniors, Car Clubs,
League of Women Voters, Realator Quarterly Meetings

Contact Michelle

Junk Vehicles (Sandy Valley)

Mike Darby

2008-2009 GOALS & PERFORMANCE OBJECTIVES

Short-term Goals

1. Improve the Relationship between the Town & County by setting-up monthly reviews with county officials/departments heads regarding economic development, nuisance abatement and overall issues facing Pahrump. Report significant changes, roadblocks and interactions to the Town Board. To be completed by October 30, 2008.
2. Prepare for Pahrump's participation in the 2010 Census and designate a staff member to jointly work with Census 2010 staff and pass on updates and plans to the Town Manager. To be completed by June 30, 2009.
3. Be the principal player in forming a team that consist of the Sheriff's Department, County Planning Department, Pahrump Fire Department and Pahrump Code Enforcement Officer to re-write and obtain passage of a new Nuisance Abatements Code on both the Town and County to assist in the battle of cleaning-up Pahrump. (Code Enforcement/Nuisance Abatement of Hwy 160 area) To be completed by April 30, 2009.
4. Review and make possible changes to the Personnel Policy Manual, Town Manager Policy Manual and Town Board Policy Manual. This will be done in cooperation with CHRM. To be completed by October 31, 2008.
5. Implement a Communication package (Information Sharing) between the Town Board, Town Staff and Citizens of Pahrump. This will be done in cooperation with the Radio & TV stations; Reader Board signs (Casinos), Internet e-mailings and the Nye County School District. To be completed by December 31, 2009.
6. Spear head and Team with the parties involved in bringing a public/private mass transportation network to Pahrump, for the purpose of providing mass transit to and from McCarran Airport which includes the designation of park & ride areas along Hwy 160. Provide a report to the Town Board for this program. To be completed by June 30, 2009.
7. Address with the County the entitlement challenges (impact fees, application process, etc...) facing businesses expanding and those relocating to Pahrump. Team with the County to make changes in the processes to become a business friendly environment. To be completed by January 31, 2009.
8. Create a "One Stop Shop" for incoming businesses/residents that will identify "Community Contacts", "Community Development", "Workforce", "Utilities", "Quality of Life" and "Taxes & Incentives". This "one Stop Shop" will be placed on the Town's website. To be completed by March 30, 2009.

3. Spear head the Economic Corridor from Jean, Nevada to the southern part of Pahrump. Collaborate with the “Powers to be” to bring fiber optic, natural gas, more electrical transmission lines and short cut to California and Ivanpah airport. This will greatly aid in establishing Pahrump as a distribution consideration. This would include the proposed Pahrump beltway. To be completed over the next 24-36 months.
4. Recruit light industry and more commercial businesses into Pahrump. (New restaurants, shopping stores (JC Penney, Target, Gap, etc...)). To be completed over the next 12-24 months.
5. Support a proposed Business Enterprise Zone. This was accepted by the Town Board two years ago in applying \$50,000 public funds and \$100,000 in private funds for a State grant for infrastructure. The State of Nevada decided Pahrump was not considered needy enough for a grant. The intention was to assist in establishing a GID/SID on 640 acres the public roads & utilities to attract industry in securing long term quality jobs. Part of recommended area has been accepted under Brownfield’s program. Brownfield’s designation significantly increases the probability of receiving State & Federal development grants. To be completed over the next 12-24 months.
6. Complete Kellogg Road fire station construction. To be completed over the next 12-24 months.
7. Complete pool deck replacement project. To be completed over the next 12-24 months.

PAHRUMP TOWN BOARD POLICY
2009

The Guideline for the Town Board of an Unincorporated Town is NRS 269.

SECTION I

1. POLICY

- 1.1. The Town Board shall approve policies that will govern the employees and volunteers of the Unincorporated Town of Pahrump.

2. BUDGET

- 2.1. The Town Board shall oversee the Town budget with the assistance of the Town Manager and Town Financial Director and shall draft the annual budget with the staff and consultants for submission to the Nevada State Taxation Department.

3. MEETINGS

- 3.1. The Town Board shall hold regular meetings on the second and fourth Tuesday of each month unless otherwise determined by the Board.
- 3.2. In addition to those listed above, the Board may call special meetings and emergency meetings when necessary. Board workshops may also be held as needed.
- 3.3. Meeting Rules:
 - 3.3.1. All meetings will be recorded in compliance with the Open Meeting Law (NRS 241).
 - 3.3.2. There will be no smoking at the Board meetings.
 - 3.3.3. There are procedural rules for Town Board meetings attached to each agenda.
 - 3.3.4. At least one copy of all backup material shall be available at the meetings for the public to view.
 - 3.3.5. All speakers must come to the podium, be recognized, and state their name.
 - 3.3.6. With the exception of emergency personnel, all cell phones and pagers must be turned off before entering the building for the meeting. This rule applies to both the public and to Town Board Members.

4. ORDINANCES AND RESOLUTIONS

Ordinances – an authoritative decree or direction (order) – a law set forth by a governmental authority (municipal regulation)

Resolutions – an act or process of reducing to a simpler form – a formal expression of opinion, will, or intent voted by an official body or assembled group.

PAHRUMP TOWN BOARD POLICY
2009

Proclamation – something proclaimed – an official formal public announcement

4.1. Pahrump Town Ordinance (PTO) Process:

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

5. LIAISONS

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

6. OFFICERS

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

PAHRUMP TOWN BOARD POLICY
2009

assignment will be rotated among the Board Members every three (3) months.

6.4. Town Board Clerk

- 6.4.1. The Town Board Clerk shall oversee the responsibility for preparing and posting all Town Board agendas as required by NRS 241.
- 6.4.2. The Town Board Clerk shall oversee the responsibility for taking the minutes of all Town Board meetings and shall assure they are available for public access and maintained in accordance with requirements set forth in the NRS.
- 6.4.3. The Town Board Clerk shall oversee the responsibility for sending copies of all agendas/minutes of the Town Board meetings to the Nye County Clerk.
- 6.4.4. The Town Board Clerk shall oversee the numbering and record keeping of all ordinances and resolutions.
- 6.4.5. The Town Board Clerk shall be responsible for all official correspondence of the Town Board.
- 6.4.6. The Town Board Clerk shall read announcements and proposed ordinances at the Town Board meetings and perform other duties as required by NRS 269.019.

7. AGENDAS

- 7.1. Anyone can request that items be placed on the agenda by completing an AGENDA REQUEST FORM and providing all back-up materials. Members of the public who wish to place items on the agenda must have either a Town Board Member or the Town Manager sponsor the item. The agenda item must clearly state both the name of the member of the public and the sponsor.
- 7.2. All agenda requests, including all back-up material, must be received at the Town office before noon on the Wednesday of the week preceding any regularly scheduled Town Board meeting. If there is no back-up material for the agenda item, this must be clearly stated on the AGENDA REQUEST FORM and on the agenda.
- 7.3. Items placed on the Town Board agenda may only be removed by the person(s) requesting or sponsoring the item or by a majority vote of the Town Board.
- 7.4. Back-up material requirements do not apply to emergency Board meetings.
- 7.5. Agenda packets shall be completed and available by noon on the Friday before any regularly scheduled Town Board meeting. Agenda packets, including available back-up, will be posted on the Town's website by close of business on the Friday before any regularly scheduled Town Board meeting.

8. DOCUMENT DISTRIBUTION

- 8.1. All Town Board Members shall create a list of persons designated to pick up documents and other materials from the Town office. All documents that are designated as non-confidential may be picked up by any person on that list, so long as the person signs a sheet indicating the name of the document, date, and time of the pick up. Materials that are designated as "confidential", i.e. those protected by attorney-client privilege and other sensitive materials cannot be removed from the Town Office by anyone other than the Town Board Member.

PAHRUMP TOWN BOARD POLICY
2009

In the event that there is a question of confidentiality, the Town Attorney shall decide whether to classify the document as confidential or non-confidential.

9. SINGLE BOARD MEMBER ACTION

- 9.1. A single Member of the Town Board may only act for the Board with prior authority granted by an action of the Board in an open meeting, for a particular situation or time period.

10. PERSONNEL MEETINGS

- 10.1. The Town Board shall adhere to NRS 260.048 regarding closed personnel sessions.
- 10.2. Closed sessions may be held as needed by any public body in compliance with the Nevada Revised Statutes and the Open Meeting Law (NRS 241).

11. TOWN MANAGER EVALUATIONS

- 11.1. The Town Board and the Town Manager shall jointly develop the performance evaluation process and criteria to be used.
- 11.2. The Town Board and the Town Manager shall annually define and provide in writing the goals and performance objectives that they determine necessary for the proper operation of the Town of Pahrump and the attainment of the Town Board's policy objectives.
- 11.3. The Town Board is responsible to review and evaluate the performance of the Town Manager at least once annually. Based on the evaluation, the Town Board shall make determinations regarding Town Manager pay treatment and contract negotiations.
- 11.4. Town Board Members shall: (1) create a performance evaluation for the Town Manager; (2) distribute the evaluations to the entire Board; (3) have the Town Board Clerk oversee the summary of the findings to be presented to the Town Manager by the Town Board Chair; (4) provide an opportunity for the Town Manager to discuss the evaluation with the Board within thirty (30) days of its completion.

12. UPDATES

- 12.1. The Town Board shall update, revise, or delete portions of this policy as necessary for maximum efficiency at least every two (2) years.

Adopted this 28th day of October, 2008.

Town Board Chairperson

Town Board Clerk

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
7/8/2009	7/14/2009

CIRCLE ONE: Discussion, Action, Decision or Discussion Only

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision of Changing the By-laws for All Advisory Boards by Changing Article III "Membership", Section A to Read Two (02) Alternates instead of One (01) Alternate.

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:

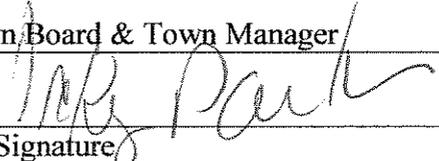
The thought is that by having two (02) alternates instead of one (01) it will assist the Advisory Boards in ensuring that quorums are met so that less meetings will be cancelled. Two alternates will also ensure that AB's are able to continue with business even after losing multiple members.

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Board Member Parker

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

Vicky Parker
Print Name


Signature

Town Office
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

Changing Article III "Membership", Section A to Read Two (02) Alternates instead of One (01) Alternate.

Included in the back-up for this item is the following:

A copy of an Advisory Board By-laws showing the proposed change.

PAHRUMP ADVISORY BOARD BY-LAWS

I. NAME

- A. The name of this board shall be the Pahrump Advisory Board. (PAB)

II. PURPOSE

- A. To act in an advisory capacity to the Pahrump Town Board and/or the Pahrump Town Manager with regard to the promotion of (fill-in purpose here).
- B. To make recommendations to the Pahrump Town Board and/or the Pahrump Town Manager with requests (fill-in purpose here).

III. MEMBERSHIP

- A. The number of active board members shall be not less than five (05) or more then seven (07) with ~~two~~ (02) alternates.
- B. Members of the Advisory Board must be Town of Pahrump residents.
- C. Vacancies in the Advisory Board shall be advertised when a vacant seat becomes available. Interested individuals must complete a Town Advisory Board application.
- D. Membership to the Advisory Board shall be by appointment and approval of the Pahrump Town Board. Nomination for membership to the Advisory Board shall be made by majority vote of all active Advisory Board Members.
- E. The term of each Advisory Board member shall commence upon the approval for appointment by the Town Board. Each term will be for a two-year period.
- F. It is the responsibility of an Advisory Board member to attend all meetings or notify the Chairperson or Vice-Chairperson when he or she will be absent.
- G. Unexcused absences by an Advisory Board member for three consecutive meetings or four out of six meetings shall be grounds for removal of said member.
- H. Recommendation for removal of an Advisory Board member shall be submitted in writing to the Town Board, after a majority of the Advisory Board members vote in favor of said removal. Final disposition of removal from the Advisory Board shall be at the discretion of the Town Board.
- I. Advisory Board members serve their appointed terms without any compensation.
- J. Advisory Boards shall not be involved in the administration or operation of Town Departments nor shall they direct administrative staff to initiate programs, conduct major studies or establish official policy.

Deleted: one (1)

IV. OFFICERS OF THE COMMITTEE

- A. Officers shall be the Chairman, Vice-Chairman, and Secretary

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

14 JUL 09

CIRCLE ONE: Discussion, Action, Decision or Discussion Only

ITEM REQUESTED FOR CONSIDERATION:

UPDATE OF BYLAWS OF NUCLEAR WASTE AND ENVIRONMENTAL
ADVISORY BOARD

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

BRIEF SUMMARY OF ITEM:

TO UPDATE AND TO MAKE ADVISORY BOARD
BY-LAWS CURRENT.

BACK UP ATTACHED: YES NO

SPONSORED BY: MIKE DARBY
Town Board Member

NAME OF PRESENTER(S) OF ITEM: MIKE DARBY / JOHN PAWLAK

John Pawlak
Print Name

John Pawlak
Signature

Mailing Address

7107-767-0678
Telephone Number

PAHRUMP NUCLEAR WASTE AND ENVIRONMENTAL ADVISORY BOARD BY-LAWS

I. NAME

- A. The name of this committee shall be the Pahrump Nuclear Waste and Environmental Advisory Board (PNW&EAB)

II. PURPOSE

- A. To act in an advisory capacity to the Pahrump Town Board and/or the Pahrump Town Manager with regard to nuclear waste and environmental issues affecting the Town of Pahrump.
- B. To make recommendations to the Pahrump Town Board and/or the Pahrump Town Manager with respect to requests for information regarding nuclear waste and environmental issues in Southern Nevada and within the Town of Pahrump.

III. MEMBERSHIP

- A. The number of active board members shall be not less than five (05) or more then seven (07) with one (1) alternates.
- B. Members of the Advisory Board must be Town of Pahrump residents.
- C. Vacancies in the Advisory Board shall be advertised when a vacant seat becomes available. Interested individuals must complete a Town Advisory Board application.
- D. Membership to the Advisory Board shall be by appointment and approval of the Pahrump Town Board. Nomination for membership to the Advisory Board shall be made by majority vote of all active Advisory Board Members.
- E. The term of each Advisory Board member shall commerce upon the approval for appointment by the Town Board. Each term will be for a two-year period.
- F. It is the responsibility of an Advisory Board member to attend all meetings or notify the Chairperson or Vice-Chairperson when he or she will be absent.
- G. Unexcused absences by an Advisory Board member for three consecutive meetings or four out of six meetings shall be grounds for removal of said member.
- H. Recommendation for removal of an Advisory Board member shall be submitted in writing to the Town Board, after a majority of the Advisory Board members vote in favor of said removal. Final disposition of removal from the Advisory Board shall be at the discretion of the Town Board.
- I. Advisory Board members serve their appointed terms without any compensation.
- J. Advisory Boards shall not be involved in the administration or operation of Town Departments nor shall they direct administrative staff to initiate programs, conduct major studies or establish official policy.

IV. OFFICERS OF THE COMMITTEE

- A. Officers shall be the Chairman, Vice-Chairman, and Secretary

V. DUTIES OF OFFICERS

- A. Members of the Advisory Board shall nominate and elect officers in January of each year.
- B. The Chairman shall conduct all meetings of the Advisory Board. The Chairman or designee shall be the Advisory Board's spokesperson and shall appoint sub-committees. Quarterly, the Chairperson shall submit or cause to be submitted to the Town Board an activity report summarizing the Advisory Board's accomplishments and objectives for the next quarter. The Chairman or designee shall present all board recommendations and other matters to the Town Board.
- C. The Vice-Chairman shall assume the duties of the Chairman in his/her absence.
- D. The Secretary shall be responsible for all minutes, reports, agendas, correspondence, and records of the Advisory Board.

VI. MEETINGS

- A. All Advisory Board meetings will be held in accordance with NRS 241.
- B. The Advisory Board shall meet once a month or as necessary.
- C. Meetings may be attended by Town Board Member acting in the capacity of liaison to the Advisory Board. The liaison shall be an advisor to the Advisory Board and shall make recommendations from time to time as may be necessary to facilitate the purposes of the Advisory Board.
- D. A quorum consisting of a minimum of four (4) members (including alternates who are acting as members) is required for official meetings.

VII. VOTING RIGHTS OF MEMBERS

- A. Each seated Advisory Board member is entitled to one vote, on all matters, at any meeting attended. Alternates do not have any voting rights.

VIII. EXPENDITURES/REVENUE

- A. All expenditures, revenues and/or donations incurred and received by the Advisory Board shall be further subject to approval by the Pahrump Town Board, unless approval has been previously granted by said Pahrump Town Board.
- B. No advisory Board members shall sign any contracts or documents obligating the Town and/or Advisory Board members to any responsibility financial or otherwise.

IX. AMENDMENTS

- A. These By-Laws may be amended from time to time as required by the Pahrump Nuclear Waste and Environmental Advisory Board. Said amendments shall be subject to approval by the Pahrump Town Board.

B. Proposed amendments to these by-laws shall require a two-thirds vote of the entire Pahrump
Town Board.

PAHRUMP NUCLEAR WASTE ADVISORY BOARD BY-LAWS

I. NAME

- A. The name of this committee shall be the Pahrump Nuclear Waste Advisory Board (PNWAB)

II. PURPOSE

- A. To act in an advisory capacity to the Pahrump Town Board and/or the Pahrump Town Manager with regard to nuclear waste and environmental issues affecting the Town of Pahrump.
- B. To make recommendations to the Pahrump Town Board and/or the Pahrump Town Manager with respect to requests for information regarding nuclear waste and environmental issues in Southern Nevada and within the Town of Pahrump.

III. MEMBERSHIP

- A. The number of active board members shall be not less than five (05) or more than seven (07) with one (1) alternate.
- B. Members of the Advisory Board must be Town of Pahrump residents.
- C. Vacancies in the Advisory Board shall be advertised when a vacant seat becomes available. Interested individuals must complete a Town Advisory Board application.
- D. Membership to the Advisory Board shall be by appointment and approval of the Pahrump Town Board. Nomination for membership to the Advisory Board shall be made by majority vote of all active Advisory Board Members.
- E. The term of each Advisory Board member shall commence upon the approval for appointment by the Town Board. Each term will be for a two-year period.
- F. It is the responsibility of an Advisory Board member to attend all meetings or notify the Chairperson or Vice-Chairperson when he or she will be absent.
- G. Unexcused absences by an Advisory Board for three consecutive meetings or four out of six meetings shall be grounds for removal of said member.
- H. Recommendation for removal of an Advisory Board member shall be submitted in writing to the Town Board, after a majority of the Advisory Board members vote in favor of said removal. Final disposition of removal from the Advisory Board shall be at the discretion of the Town Board.

IV. OFFICERS OF THE COMMITTEE

- A. Officers shall be the Chairman, Vice-Chairman, and Secretary

V. DUTIES OF OFFICERS

- A. Members of the Advisory Board shall nominate and elect officers in January of each year.
- B. The Chairman shall conduct all meetings of the Advisory Board. The Chairman or designee shall be the Advisory Board's spokesperson and shall appoint sub-committees. Quarterly, the Chairperson shall submit or cause to be submitted to the Town Board an activity report summarizing the Advisory Board's accomplishments and objectives for the next quarter. The Chairman or designee shall present all board recommendations and other matters to the Town Board.
- C. The Vice-Chairman shall assume the duties of the Chairman in his/her absence.
- D. The Secretary shall be responsible for all minutes, reports, agendas, correspondence, and records of the Advisory Board.

VI. MEETINGS

- A. All Advisory Board meetings will be held in accordance with NRS 241.
- B. The Advisory Board shall meet once a month or as necessary.
- C. Meetings may be attended by a Town Board Member acting in the capacity of liaison to the Advisory Board. The liaison shall be an advisor to the Advisory Board and shall make recommendations from time to time as may be necessary to facilitate the purposes of the Advisory Board.

VIII. VOTING RIGHTS OF MEMBERS

- A. Each seated Advisory Board member is entitled to one vote, on all matters, at any meeting attended. Alternate do not have any voting rights.

IX. EXPENDITURES/REVENUE

- A. All expenditures, revenues and/or donations incurred and received by the Advisory Board shall be further subject to approval by the Pahrump Town Board, unless approval has been previously granted by said Pahrump Town Board.

X. AMENDMENTS

- A. These By-Laws may be amended from time to time as required by the Pahrump Nuclear Waste Board. Said amendments shall be subject to approval by the Pahrump Town Board.
- B. Proposed amendments to these by-laws shall require a two-thirds vote of the entire Board.

PAHRUMP NUCLEAR WASTE ADVISORY BOARD:

AGENDA ITEM REQUEST

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

DATE AGENDA ITEM SUBMITTED DATE OF DESIRED BOARD MEETING
7-6-2009 7-14-2009

CIRCLE ONE: Action or Non-Action

ITEM REQUESTED FOR CONSIDERATION:
RECONSIDERATION OF GRANT FOR THE PTCC FUNDS OF \$3,500.00 TO
PROMOTE A CONTEST DESIGNED TO GAIN COMMUNITY INPUT ON THE
TOWN OF PAHRUMP BRANDING PLAN FROM 6-23-2009
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:
SAME AS BEFORE

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: TIM LOOKINGER / BILL DOLAN

SPONSORED BY: BILL DOLAN

Bill Dolan
Print Name

(Signature)
Signature

400 N. Hwy 160, PAHRUMP 89060
Mailing Address

775-764-1327
Telephone Number

July 10, 2009

Memo to: Pahrump Town Board
Subject: Letter of Recommendation to use PTCC funds

Dear Members of the Board:

The Pahrump Tourism and Convention Council voted (5-0) to recommend that the Town of Pahrump approve the use of up to \$3,500.00 of PTCC funds to promote a contest designed to gain community input on the Town Branding Plan. The funds would be utilized as follows:

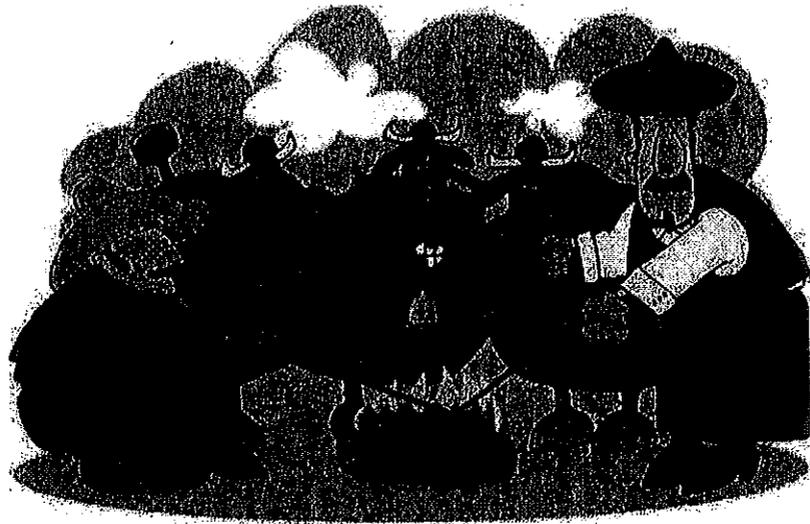
1. \$1,700.00 for advertising (KNYE, PVT, Mirror, flyers, etc)
2. Up to \$1,800.00 for prizes:
 - a) \$500.00 for first place
 - b) \$200.00 for second place
 - c) \$100.00 for third place
 - d) \$1000.00 for honorable mention (20 @ \$50 each)

Please refer to the attached backup documentation regarding this contest for Pahrump's Branding Plan.

Sincerely,

Paula Glidden-Chair
Kelly Buffi
Alice Eychaner
Tim Lockinger
Maryanna Smith
Karen Spalding

REWARD!!!



TOWN OF PAHRUMP "BRANDING" PLAN

\$500 FIRST PRIZE
\$200 SECOND PRIZE
\$100 THIRD PRIZE
HONORABLE MENTION - 20 @ \$50 EACH

A town "brand" is a very powerful tool in assisting the community to display an "identity" to the outside world. While the "brand" may or may not be reflective of the way in which the community members view themselves, it is reflective of the way in which others view the community and in what the community has to offer.

Town brands are generally built around some factor that makes the community unique from other communities in the area or, for that matter, from other communities anywhere in the world. Sometimes this factor is naturally occurring (lakes, mountains, volcanoes, canyons, beaches, forests, etc.) while at other times this factor is man-made (Las Vegas creating itself as the entertainment capital of the world, Minneapolis creating the world's biggest mall, etc.).

Now is the time for you to help us choose a new "brand" for the Town of Pahrump. Simply tell us your ideas using the form on the back of this sheet and your ideas could become the basis of our advertising campaign on billboards, television and radio. Help your community ... have your idea broadcast all across the Western United States ... and make some cash in the process!!!

Contest Entry Deadline: 5:00pm on July 24, 2009

NAME

ADDRESS

PHONE

E-MAIL

TOWN "BRANDING" IDEA:

I THINK THIS IS A GOOD BRAND FOR PAHRUMP BECAUSE:

I THINK THIS WOULD WORK ON BILLBOARDS AND TV BECAUSE:

Send Your Ideas by 5:00pm on July 24, 2009 to:

Pahrump Tourism and Convention Council
c/o Town of Pahrump
400 North Highway 160
Pahrump, NV 89060

or

Tim Lockinger
c/o Pahrump Nugget Hotel & Casino
681 South Highway 160
Pahrump, NV 89048

Or by E-Mail to: Tim.Lockinger@pahrumpnugget.com

Cookie Westphal

From: Cookie Westphal [cwestphal@pahrumprnv.org]
Sent: Tuesday, July 07, 2009 10:13 AM
To: Bill Kohbarger (bkohbarger@pahrumprnv.org)
Subject: Town Board Meetings at Community Center

There is a conflict with holding the Town Board meeting at the Community Center on September 22 due to the Fall Festival. I have the Annex reserved for the meeting that day. The Board can choose to use the Annex or cancel the meeting altogether.

November 24 is Thanksgiving week, and December 22 is Christmas week. The Board has in the past held one meeting in November and December, that being the meeting on the second Tuesday.

It is not too soon to start thinking about this and placing an item on an upcoming agenda.

Cookie
C. Westphal, Town Staff
Town of Pahrump
400 N. Highway 160
Pahrump, NV 89060
775-727-5107 ext 301
775-727-0345 fax

PAHRUMP TOWN BOARD MEETING
BOB RUUD COMMUNITY CENTER
150 NORTH HIGHWAY 160
TUESDAY – 7:00 P.M.
June 23, 2009

MINUTES

Present:

Town Board:

Bill Dolan

Mike Darby

Frank Maurizio

Staff: Bill Kohbarger, Town Manager

Rick Campbell, Attorney

Matt Luis, Building & Grounds

Michael Sullivan, Finance Director

Scott Lewis, Fire Chief

Absent:

Nicole Shupp

Vicky Parker

1. Call to Order and Pledge of Allegiance.

Vice Chairman Bill Dolan called the meeting to order. Dr. Tom Waters led the pledge of Mr. Dolan announced that in the absence of Clerk Vicky Parker, Mike Darby would assume the Clerk position for this meeting. Mr. Darby read the rules for the meeting.

2. Discussion and possible decision regarding moving the order of, or deleting an agenda item(s). (Action)

Frank Maurizio asked that Item #10 be pulled and rescheduled on the attorney's advice.

The attorney advised that this should be voted on.

Frank Maurizio motioned to pull #10 until a later date. Mike Darby seconded the motion.

Vote passed 3 – 0.

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

Paula Glidden reported that the Tourism scheduled a special meeting for June 25 at 9:00 a.m. at the Town Annex. Ms. Glidden invited everyone and announced the meeting would be covering their strategic plan and other matters.

Al Bigelow reported for the Pahrump Veteran's Memorial Advisory Board that they wished to thank the Town Board for their continued support. They have a workshop regarding Standard Operating Procedure (SOP) to be held on June 24 at 7:00 p.m. at the Town Annex. Mr. Bigelow invited people to attend and participate. Al Bigelow asked that the Town advertise for membership as they are anticipating two vacancies.

Bill Dolan reported that all is going fine and on schedule with the Fall Festival.

4. Town Manager Report. (Non-Action)
Bill Kohbarger updated the community and Board regarding the TV tower and noted that replacement job is scheduled for completion the first week of July.
5. Town Board Member's Comments. (Non-Action)
Bill Dolan read a paper concerning service that was provided to the Board members by Bruce Calley.
6. Discussion and possible decision regarding acceptance of renewal proposal from Nevada Public Agency Insurance Pool (POOL) and approval for payment from fiscal year 2009-1010 funds. (Action)
Wayne Carlson (POOL/PACT) provided information regarding the history and current status of POOL/PACT. He spoke about the increase of 16% (approximately \$20,000) for coverage to the Town. The total cost is \$144,660.62. Mr. Carlson explained the Risk Management program that provides grants, elearning, and the availability of MSDS safety sheets online. Dave Gould was introduced as our A&H Insurance (vehicles) representative.

Mike Darby motioned to accept the renewal proposal from Nevada Public Agency Insurance Pool and approve the payment from fiscal year 2009-2010 funds. Frank Maurizio seconded the motion.

Vote passed 3 – 0.

7. Presentation and discussion only regarding Nevada Community Assessments Nevada Rural Development Council. (Non-Action)
Clint Koble, Executive Director of the Nevada Rural Development Council, thanked Frank Maurizio for inviting him. Mr. Koble provided his power point presentation and talked about the Community Assessments and how they are accomplished.
8. Presentation of Chief Tecopa Cemetery Book to Town of Pahrump. (Non-Action)
Paula Gibson, Phyllis Alvis, and Fred Jorgensen present the finished Chief Tecopa Cemetery Book #2 and disk of the Chief Tecopa Cemetery information to the Town Board. The Genealogy group thanked the Town and staff for their help in accomplishing their task. The presentation was made to the Town Board members.
9. Discussion and possible decision regarding award of RFQ for engineering services. (Action)
Bill Dolan explained how he came to his decision as to which of the companies responding was made. Mr. Dolan noted the G. C. Wallace stood out exceptionally. Mike Darby agreed with Mr. Dolan.

Mike Darby motioned to recommend G.C. Wallace to be awarded the RFQ for engineering services for the Town of Pahrump. Frank Maurizio seconded the motion.

Vote passed 3 – 0.

10. Discussion and possible decision to terminate the employment of the Pahrump Town Manager, Mr. William Kohbarger, without cause. (Action)

Tabled until a later date

11. Discussion and possible decision regarding appointment of Reginald Knight to the Veteran's Memorial Advisory Board. (Action)

Bill Dolan pointed out that this appointment was approved by the Veteran's Memorial Board last meeting.

Frank Maurizio motioned to appoint Reginald Knight to the Veteran's Memorial Advisory Board. Mike Darby seconded the motion.

Harley Kulkin commented that he agreed with this appointment.

Vote passed 3 – 0.

12. Discussion and possible decision regarding appointment of Maryanna Smith to the Pahrump Tourism and Convention Council. (Action)

Frank Maurizio motioned to appoint Maryanna Smith to the Pahrump Tourism and Convention Council. Mike Darby seconded the motion.

Paula Glidden stated that Ms. Smith has been attending meetings as an alternate and will be representing Saddle West on the Council. Bill Dolan asked that other vacant positions be advertised. Ms. Glidden noted that she has openings for one regular member and one alternate position.

Vote passed 3 – 0.

13. Discussion and possible decision to approve a Grant and Vendor Agreement with Entertainment Concepts for the Summer Movie Nights in the Park program and related marketing costs, in an amount not to exceed \$8,000 payable from the Parks Room Tax Fund.

Mike Darby motioned to approve the grant and vendor agreement with Entertainment Concepts for the Summer Movies in the Park not to exceed \$8,000 payable from Parks Room Tax fund. Frank Maurizio seconded the motion.

Bill Dolan noted that the contract states there will be eight movies with only seven listed. Matt Luis explained that the movie "Bolt" was scheduled earlier, postponed and rescheduled for August 22nd. Mr. Dolan confirmed for the record that if the \$8,000 is not used it will come back to the Town. Matt Luis stated they may have sponsors for the movie night.

Harley Kulkin and Dave Stevens commented.

Richard Foster, Chairman of Parks and Recreation Advisory Board, explained the attendance is all ages and have had as many of 900 people attend the movie night. The objective is to give back to the community.

Vote passed 3 – 0.

14. Discussion and possible decision regarding grant for the World Association of Benchers and Dead Lifters for \$3,500 from Tourism Room Tax funds. (Action)

Mike Darby motioned to provide the grant for the World Association of Benchers and Dead Lifters for \$3,500 from Tourism Room Tax funds. Frank Maurizio seconded the motion.

There were comments from Dave Stevens, Paula Glidden, Jeff Weiss, Harley Kulkin, Tim Lockinger, and Karen Spalding.

Bill Dolan pointed out that as in the past no budget was attached to the backup.

Vote passed 3 – 0.

15. Discussion and possible decision regarding grant for the Pahrump Tourism and Convention Council funds of \$3,500 to promote a contest designed to gain community input on the Town Branding Plan. (Action)

Paula Glidden explained the Tourism and Convention Council is trying to be promotional, proactive and progressive. This contest will create community input and promote ideas.

Frank Maurizio asked where the funding was coming from. Paula Glidden explained it would be coming from Tourism Room Tax and is part of the branding program.

Frank Maurizio motioned to approve the grant for the Pahrump Tourism and Convention Council for \$3,500 to promote a contest designed to gain community input on the Town branding plan. Mike Darby seconded the motion.

Vote failed 2 – 1. Mike Darby voted nay.

16. Discussion and possible decision regarding approval to proceed to obtain a Request for Proposal (RFP) relating to the tourism website and community calendar. (Action)

Paula Glidden explained that the current website is not as proactive or informative as it should be. Ms. Glidden stated that something strictly related to Tourism is needed which can be updated regularly; something exciting. They are requesting that the Board approve going out for RFP in a professional manner.

Bill Dolan noted that the Town already has a contract with a website company. Ms. Glidden replied that the current website is not user friendly and cannot integrate enough. Paula Glidden explained further why the need for a different webhost. Mr. Dolan stated that the current contract would have to be looked at. Tim Lockinger explained it would be a separate website from the Town's website and dedicated to Tourism. Bill Dolan suggested tabling the item until the current contract can be reviewed.

Mike Darby motioned to table until such time as the Attorney or Town Manager can check to be sure there is no violation of contract with the existing web provider at this time. Frank Maurizio seconded the motion.

Harley Kulkin, Butch Clendenen, and Jeff Bobeck commented.

It was stated to bring this back in two weeks after the Attorney reviews the current contract.

Vote passed 3 – 0.

17. Discussion and possible decision regarding appointment of Town Board members to review and sign vouchers prior to Town Board meetings. (Action)

Bill Dolan explained that it was time to name the voucher signing committee for the next three months.

Frank Maurizio motioned to appoint Mike Darby and himself (Frank Maurizio) to sign vouchers for the next three months with Bill Dolan as alternate. Mike Darby seconded the motion.

Vote passed 3 – 0.

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

- a. Action – approval of Town vouchers
- b. Action – approval of Special Town Board meeting minutes of June 8, 2009.
- c. Action – approval of Town Board meeting minutes of June 9, 2009.

Frank Maurizio motioned to approve the consent agenda items a – c. Mike Darby seconded the motion.

Vote passed 3 – 0.

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

No future special Town Board meeting scheduled at this time.

Bill Dolan announced the meeting of the Veteran's Memorial Advisory Board on June 24.

20. Public Comment. Action may not be taken on matters considered during this period until specifically included on an agenda as an action item – NRS241.020 (2)(C)(3). (Non-Action)

Harley Kulkin commented about how nice the meeting was.

Stephanie Lopez spoke in support of Mr. Kohbarger

Will Gent commented on communicating effectively and the movies in the park.

Jeff Weiss asked when Item #10 would be put back on the agenda.

Butch Clendenen commented on issues regarding Mr. Kohbarger.

Bob Irving commented on the Town Board members and the Town Manager.

Dave Stevens spoke about the meeting conduct.

John Koenig commented about trust and confidence in the Town Board and Public Comment being last on the agenda.

Harold Grimaud commented about a date to be set for rehearing Item #10. Mike Darby responded.

Donna Cox asked why Item #10 was tabled. Frank Maurizio responded that it was on advice of the Town Attorney. There was discussion with Mrs. Cox, Rick Campbell and

Board Members about attorney/client confidentiality on the matter. Donna Cox
150 more signatures obtained for the removal of Mr. Kohbarger.

Judith Holmgren commented about a payment to Aires Consultants. Mr. Kohbarger
replied that the payment is to the airport consultants from a grant to the Town from the
FPA Lockinger spoke about confusion with what the Tourism and Convention Council
does and invited the public to attend their meetings.

Bruce Calley commented on open meeting laws. Rick Campbell replied.

21. Adjournment.

Meeting adjourned at approximately 8:45 p.m.

Respectfully submitted,

Mike Darby, Temporary Clerk
Pahrump Town Board

/cw