

PAHRUMP TOWN BOARD MEETING
BOB RUUD COMMUNITY CENTER
150 NORTH HIGHWAY 160
TUESDAY – 7:00 P.M.
July 28, 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** to terminate Vivid Edge Designs contract with the Town and go out to Request for Proposals for a new website host, design & maintenance for our website for the Town. (Action)
7. **Discussion and possible decision** regarding adoption of Pahrump Veteran’s Memorial Standard Operating Procedures, 2009. (Action)
8. **Discussion and possible decision** regarding approval to co-sponsor teen/family nights in the park. (Action)
9. **Discussion and possible decision** to approve purchase of aluminum bleachers for Simkins Park from Payment Equal to Taxes (PETT) funds. (Action)
10. **Discussion and possible decision** to approve the purchase of picnic tables from PETT funds. (Action)
11. **Discussion and possible decision** to approve the purchase of sail type fabric shade structure for Simkins Park from PETT funds. (Action)
12. **Discussion and possible decision** on entering into a communications site lease agreement with GWRC-LLC to lease and manage the Town’s TV tower. (Action)
13. **Discussion and possible decision** regarding expending funds, not to exceed \$8,000.00, for the purchasing of and installing of an antenna for the Fire Department to be placed on the Town of Pahrump TV tower. (Action)

14. Discussion and possible decision regarding establishing a yearly Town Board Member evaluation form. (Action)

15. Discussion and possible decision regarding request for posting on public buildings a sign reading “no smoking within 20 feet of building entrance”. (Action)

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

- a. Action – approval of Town vouchers
- b. Action – approval of Town Board meeting minutes of June 4, 2009
- c. Action – approval of Town Board meeting minutes of July 14, 2009
- d. Action – approval of 72-Hour Liquor Permit for the Marine Corp League for Pahrump Fall Festival September 25-27, 2009 at Petrack Park.

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

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

19. Adjournment.

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

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

Any member of the public who is disabled and requires accommodations or assistance at this meeting is requested to notify the Pahrump Town Office in writing, or call 775-727-5107 prior to the meeting. Assisted listening devices are available at Town board meetings upon request.

This notice and agenda has been posted on or before 9:00 a.m. on the third working day before the meeting at the following locations:

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

AGENDA ITEM REQUEST

Requests and backup **must** be in the Town Office by **12:00 p.m. 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

7/16/2009

7/28/2009

CIRCLE ONE: Discussion, Action, Decision or Discussion Only

ITEM REQUESTED FOR CONSIDERATION:

TO TERMINATE VIVID EDGE DESIGNS CONTRACT WITH THE TOWN. GO OUT TO RFP FOR A NEW WEB-SITE HOST, DESIGN & MAINTENANCE FOR ALL WEB SITES FOR THE TOWN.

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

BRIEF SUMMARY OF ITEM:

— SEE BACK UP —

BACK UP ATTACHED: YES NO

SPONSORED BY: Bill DOLAN

Town Board Member

NAME OF PRESENTER(S) OF ITEM: Bill DOLAN

Bill DOLAN

Print Name

400 N. Hwy 160 89060

Mailing Address

(Signature)

Signature

775-764-1327

Telephone Number



Town of Pahrump

400 North Highway 160 • Pahrump, Nevada 89060 • 775-727-5107 • Fax 775-727-0345 • townoffice@pahrumnv.org

July 14, 2009

Re: Back-up for agenda item July 28, 2009

Discussion, Action and Decision to Terminate Vivid Edge Designs contract with the Town of Pahrump and go out to RFP for a new Web-Site Company to cover all Town of Pahrump web-site design, maintenance and hosting needs.

Back up information:

Contract signed with Vivid Edge Designs April 11, 2008

Michelle Phillips contact for Vivid Edge Designs advised on April 21, 2008 the need for a time frame to get the town's PTO's onto the web-site.

On April 24, 2009 M. Phillips advised this had priority over everything else dealing with the web-site.

As of July 14, 2009 out of 65 PTO's only 38 (that's a little more than two (2) a month) that have been placed on the web-site leaving 27 still needing to be placed.

As of July 14, 2009 M. Phillips has been paid \$7,814.60 with a check hanging out there waiting for an invoice to be presented to the town in the amount of \$4,401.06. So the Town of Pahrump has paid out or has on hold a total in the last 15 months of \$12,215.66. This does not include the \$400.00 per month maintenance fee that she has not invoiced for, for another \$6,000.00 bringing the total to the town for \$18,215.66.



Town of Pahrump

400 North Highway 160 • Pahrump, Nevada 89060 • 775-727-5107 • Fax 775-727-0345 • townoffice@pahrumptnv.org

So the Town of Pahrump basically has or will wind up paying \$1,214.37 per month for the last 15 months for a project that is less than 1/3 complete. This is totally unacceptable to me and the residents of Pahrump should be outraged over this.

My recommendations and motion at this time is:

We **cancel the contract** tonight effective in 30 days per the contract

We **rescind** check # 114178 for the amount of \$4,401.06 (that has not been invoiced or paid yet)

We vote **not to pay out** the 15 months of maintenance on the account for another \$6,000.00

We go out for PFP on a new Web-site company effective July 15, 2009

All back up material is attached for your review.

Thank you for your time,

Bill Dolan CVOR RN
Vice-Chairman
Pahrump Town Board

They are alot more work than I thought they would be. Plus I am in the middle of setting up a inner departmental section for the fire department. will try to get them done before the end of May.

Michelle Phillips
Vivid Edge Designs
PO Box 4346
Pahrump, NV 89041
775-751-2121

From: Arlette Ledbetter [mailto:aledbetter@pahrumpnv.org]
Sent: Tuesday, April 21, 2009 3:58 PM
To: Michelle Phillips
Subject: Changes to Ordinance Page and posting of all ordinances..

Hi Michelle,

I need a time frame for completion of the ordinances on the web.

Thanks,

Arlette Ledbetter

Town of Pahrump
775-727-5107 Ext. 310
775-727-0345 Fax

Arlette Ledbetter

From: Michelle Phillips [pcstn@air-internet.com]
Sent: Friday, April 24, 2009 10:40 AM
To: 'Arlette Ledbetter'
Subject: RE: Changes to Ordinance Page and posting of all ordinances..

Okay, I am on it.

Michelle Phillips
Vivid Edge Designs
PO Box 4346
Pahrump, NV 89041
775-751-2121

From: Arlette Ledbetter [mailto:aledbetter@pahrupnv.org]
Sent: Friday, April 24, 2009 10:32 AM
To: 'Michelle Phillips'
Subject: RE: Changes to Ordinance Page and posting of all ordinances..

Hi Michelle,

I had a chance to discuss the PTO's with Bill and he says the ordinances are to take priority over the Fire Department. He needs them up asap with the index page as we discussed.

Thanks for your assistance.

Arlette Ledbetter

Town of Pahrump
775-727-5107 Ext. 310
775-727-0345 Fax

From: Michelle Phillips [mailto:pcstn@air-internet.com]
Sent: Tuesday, April 21, 2009 4:09 PM
To: 'Arlette Ledbetter'
Subject: RE: Changes to Ordinance Page and posting of all ordinances..

Arlette Ledbetter

From: Michelle Phillips [pcstn@air-internet.com]
Sent: Monday, September 15, 2008 5:28 PM
To: 'Arlette Ledbetter'
Subject: RE: I am in the process of making you a complete

AAAAHHHH!
If they are on the computer... can I get them on cd. If not, paper is fine. It will make the time that it takes to get it into the website quite a bit longer, But that is the way of the internet. Right??
How are you doing??

Michelle Phillips
Vivid Edge Designs
PO Box 4346
Pahrump, NV 89041
775-751-2121

From: Arlette Ledbetter [mailto:aledbetter@pahrumpnv.org]
Sent: Monday, September 15, 2008 3:41 PM
To: Michelle Phillips
Subject: I am in the process of making you a complete

Set of copies of all Pahrump Town Ordinances and Resolutions for the website. Will paper copies be acceptable?

Arlette Ledbetter

Town of Pahrump
400 N Hwy 160
Pahrump, NV 89060
775-727-5107 Ext. 310
775-727-0345 Fax
aledbetter@pahrumpnv.org

Arlette Ledbetter

From: Michelle Phillips [pcstn@air-internet.com]
Sent: Monday, September 29, 2008 7:03 PM
To: 'Arlette Ledbetter'
Subject: RE: PTO's and Resolutions...

Good, Think maybe we might be gltens for punishment??
Actually, I feel like I am doing a service for my home town. and I do have a suggestion. We probably need to keep it in sections. I remember there were indexes and then it went into explanations.
Also, what do you think about the codification. Should it go up or not?

Michelle Phillips
Vivid Edge Designs
PO Box 4346
Pahrump, NV 89041
775-751-2121

From: Arlette Ledbetter [mailto:aledbetter@pahrumpnv.org]
Sent: Monday, September 29, 2008 3:35 PM
To: Michelle Phillips
Subject: PTO's and Resolutions...

I spoke with Bill and he agrees that we need to go ahead with the project of copying, scanning, etc of all of the above....
I started copying today and I will be sending over the scanned documents eventually.

Let me know if you have any suggestions.

Arlette Ledbetter

Town of Pahrump
400 N Hwy 160
Pahrump, NV 89060
775-727-5107 Ext. 310
775-727-0345 Fax
aledbetter@pahrumpnv.org

Bill Dolan

From: "Carla Yoder" <cyoder@pahrumprnv.org>
To: "Bill Dolan" <bill@dolanranch.com>; "Bill Kohbarger" <bkohbarger@pahrumprnv.org>
Cc: "Michael Sullivan" <msullivan@pahrumprnv.org>
Sent: Tuesday, July 14, 2009 10:06 AM
Attach: Vivid Edge Designs Summary.xlsx
Subject: RE: Web Contract Payments

I have attached a spreadsheet which is a summary of the payments we have made to Michelle and a description of what each payment is for. You'll note that one check has not been distributed. I have talked to Michelle on a couple of occasions and requested she invoice us for her monthly maintenance fee and for the remaining development fee. She is of the opinion that until she has everything on the site done we are not to pay either. I told her we do not understand the contract that way and she needs to send invoices for the monthly maintenance at least. I have received no invoices to date for the \$400 monthly maintenance fee. Since the contract was signed in April of 2008, I would say we owe her the monthly fee times 15, which is \$6,000.

Carla Yoder
Financial Assistant
Town of Pahrump
400 N Hwy 160
Pahrump, NV 89060
(775) 727-5107 ext. 304
(775) 727-2469 fax

Summary of Payments to Vivid Edge Designs

| Date | Check # | Amount | Description | Comment |
|--------------------------|----------------|--------------------|-----------------------------------|--|
| 4/7/08 | 113260 | \$ 3,993.34 | Web layout and design | |
| 4/28/08 | 114177 | \$ 3,597.60 | Web layout and design | |
| 4/28/08 | 114178 | \$ 4,401.06 | Web layout and design | Check never disbursed - Michelle has never billed us for it. |
| 4/28/08 | 114179 | \$ 108.00 | Web Hosting | |
| 4/20/09 | 129698 | \$ 115.66 | Domain Registration & Web Hosting | |
| SUBTOTAL | | \$ 12,215.66 | | |
| Less unpaid check 114178 | | \$ 4,401.06 | | |
| TOTAL PAID OUT | | \$ 7,814.60 | | |

AGENDA ITEM REQUEST

Requests and backup **must** be in the Town Office by **12:00 p.m. 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

7-17-2009

7-28-2009

CIRCLE ONE: Discussion, Action, Decision or Discussion Only

ITEM REQUESTED FOR CONSIDERATION:

ADOPTION OF PAHRUMP VETERAN'S MEMORIAL STANDARD
OPERATING PROCEDURES - 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:

PAHRUMP VETERAN'S MEMORIAL STANDARD
OPERATING PROCEDURES - 2009

BACK UP ATTACHED: YES NO

SPONSORED BY: Bill DeLan
Town Board Member

NAME OF PRESENTER(S) OF ITEM: ALAN BIGALOW / Bill DeLan

Bill DeLan

Print Name
400 N. Hwy 160 89060
Mailing Address



Signature
775-764-1327
Telephone Number

TOWN OF PAHRUMP

PAHRUMP VETERAN'S MEMORIAL STANDARD OPERATING PROCEDURES 2009

PAHRUMP VETERAN'S MEMORIAL STANDARD OPERATING PROCEDURES

The purpose of this standard operating procedure (SOP) is to preserve the Pahrump Veteran's Memorial (The Memorial) as a monumental area dedicated to the memory of those men and women who served our Country. The Memorial is a community asset that provides a facility for Military Veterans organizations and services for our deceased Veterans and their dependant (one). The Memorial also provides a space for the education and cultural needs of the community at large.

These regulations are not designed to discourage the use of the Memorial or to lessen the pleasure of those using it, but rather to ensure that all users will find it a pleasant memorial to hold Veterans services at or as an educational memorial. This S.O.P. is promulgated to ensure that all users will not be denied full enjoyment because of a few careless and or thoughtless individuals.

If any part of this S.O.P. violates State or Federal law, that law will take precedence.

PAHRUMP VETERAN'S MEMORIAL STANDARD OPERATING PROCEDURES

MEMORIAL FACILITY REGULATIONS

1. RESERVATIONS FOR SERVICES, BUILDING AND FLAG POLE AREA:
 - A. Reservations for services for any day of the week are to be made through the Town of Pahrump.
 - B. Reservations are to be made at the Pahrump Town office during their normal business hours by calling (775)727-5107
 - C. The application forms are provided for making reservations by the Town of Pahrump and must be completed and signed by the person filling out the application and approved by the town manager or a designated representative.

2. HOURS OF OPERATION
 - A. The Memorial will be available daily between dawn and dusk.
 - B. Use of the Memorial after dusk or before dawn requires a special use permit.

3. Clean – Up, Food and Beverages
 - A. Food and NON-alcoholic beverages may be served in the multipurpose Building.
 - B. Each group using the Memorial is expected to clean the building before leaving.
 - C. Minimum cleaning shall consist of :
 - i. Removal of all food and beverages from the premises.
 - ii. Pick up and place all trash and debris in the outside containers provided for this purpose.
 - iii. Clean up any liquids or foods which may have been spilled on floors,tables,chairs,etc..

PAHRUMP VETERAN'S MEMORIAL STANDARD OPERATING PROCEDURES

4. BUILDING INSPECTION

- A. Prior to each event the Memorial will be inspected by the Town of Pahrump and a written report of its condition will be completed.
- B. Please note the condition of the multi-purpose building when you enter. If any unusual conditions are evident, please contact the Town of Pahrump immediately at (775)727-5107
- C. The user of the facility for any discrepancies found.

5. CONDUCT

- A. Any conduct which infringes upon the rights of others, conduct that is considered to be potentially harmful to the people using the Memorial illegal or not in good taste will not be tolerated.
- B. Failure to abide by these rules of conduct will be grounds for immediate Eviction from the Memorial.

6. PARKING

- A. Parking is permitted in approved areas only in and around the Memorial.
- B. Inside the Memorial and in front of the multi-purpose building will be parking for immediate family of the deceased veteran, and funeral home vehicles.

7. TABLES AND CHAIRS

- A. Veterans, families and organizations using the Memorial may request chairs and tables if they are needed by calling (775) 727-5107
- B. Requests for these items need to be made to the Town of Pahrump fourteen (14) business days or as soon as possible prior to the event.

PAHRUMP VETERAN'S MEMORIAL STANDARD OPERATING PROCEDURES

FUNERAL / BURIAL SERVICE REGULATIONS

- I. SERVICES FOR DECEASED VETERANS OF THEIR ELIGIBLE DEPENDENTS
 - A. The use of any portion of the memorial for services must be requested and approved through the Town of Pahrump at 775-727-5107.
 - B. Special requests should be discussed with the chosen funeral home.
 - C. Burial and service arrangements will be coordinated by the funeral director and the immediate family.
 - D. The Town of Pahrump will only open and close the burial plot.
 - E. The representative of the deceased should advise the Town of Pahrump as to how they would like the service conducted to ensure quality service.

- II. REQUIREMENT FOR PLACEMENT
 - A. Veterans and Members of the Armed Forces (Army, Navy, Air Force, Marine Corps, Coast Guard)
 - i. Any member of the Armed Forces of the United States who dies on active duty.

 - ii. Any veteran who was discharged under conditions other than dishonorable. With certain exceptions, service beginning after September 7, 1980, as an enlisted person, and service after October 16, 1981, as an officer, must be for a minimum of 24 months of the full period for which the person was called to active duty. (Examples include those serving less than 24 months in the Gulf War or Reservists that were federalized by Presidential Act.) Undesirable, bad conduct, and any other type of discharge other than honorable may or may not qualify the individual for veteran's benefits, depending upon a determination made by the VA Regional Office. Cases presenting multiple discharges of varying character are also referred for adjudication to a VA Regional Office.

PAHRUMP VETERAN'S MEMORIAL STANDARD OPERATING PROCEDURES

- B. Members of Reserve Components and Reserve Officers' Training Corps
- i. Reservists and National Guard members who, at time of death, were entitled to retire pay under Chapter 1223, title 10, United States Code, or would have been entitled, but for being under the age of 60. Specific categories of individuals eligible for retired pay are delineated in section 12731 of Chapter 1223, title 10, United States Code.
 - ii. Members of reserve components who die while hospitalized or undergoing treatment at the expense of the United States for injury or disease contracted or incurred under honorable conditions while performing active duty for training or inactive duty training, or undergoing such hospitalization or treatment.
 - iii. Members of the Reserve Officers' Training Corps of the Army, Navy, or Air Force who die under honorable conditions while attending an authorized training camp or an authorized cruise, while performing authorized travel to or from that camp or cruise, or while hospitalized or undergoing treatment at the expense of the United States for injury or disease contracted or incurred under honorable conditions while engaged in one of those activities.
 - iv. Members of reserve components who, during a period of active duty for training, were disabled or died from a disease or injury incurred or aggravated in the line of duty, or during a period of inactive duty training, were disabled or died from an injury incurred or aggravated in the line of duty.

PAHRUMP VETERAN'S MEMORIAL STANDARD OPERATING PROCEDURES

- C. Commissioned Officers, National Oceanic and Atmospheric Administration
- i. A Commissioned Officer of the National Oceanic and Atmospheric Administration (formerly titled the Coast and Geodetic Survey and the Environmental Science Services Administration) with full-time duty on or after July 29, 1945.
 - ii. A Commissioned Officer who served before July 29, 1945, and;
 - (a) Was assigned to an area of immediate military hazard while in a time of war, or of a Presidentially declared national emergency as determined by the Secretary of Defense;
 - (b) Served in the Philippine Islands on December 7, 1941, and continuously in such islands thereafter; or,
 - (c) Transferred to the Department of the Army of the Department of the Navy under the provisions of the Act of May 22, 1917 (40 Stat. 87; 33 U.S.C. 855).
- D. Public Health Service
- i. A Commissioned Officer of the Regular or Reserve Corps of the Public Health Service who served on full-time duty on or after July 29, 1945. If the service of the particular Public Health Service Officer falls within the meaning of active duty for training, as defined in section 101 (22), title 38, United States Code, he or she must have been disabled or died from a disease or injury incurred or aggravated in the line of duty.

PAHRUMP VETERAN'S MEMORIAL STANDARD OPERATING PROCEDURES

- ii. A Commissioned Officer of the Regular or Reserve Corps of the Public Health Service who performed full-time duty prior to July 29, 1945:
 - (a) In time of war;
 - (b) On detail for duty with the Army, Navy, Air Force, Marine Corps, or Coast Guard; or,
 - (c) While the service was part of the military forces of the United States pursuant to Executive Order of the President.
- iii. A Commissioned Officer serving on inactive duty training as defined in section 101 (23), title 38, United States Code, whose death resulted from an injury incurred or aggravated in the line of duty.

E. World War II Merchant Mariners

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

PAHRUMP VETERAN'S MEMORIAL STANDARD OPERATING PROCEDURES

III. PERSONS NOT ELIGIBLE FOR BURIAL

A. Disqualifying Characters of Discharge

- i. A person whose only separation from the Armed Forces was under dishonorable conditions or whose character of service results in a bar to veteran's benefits.

B. Discharge from Draft

- i. A person who was ordered to report to an induction station, but was not actually inducted into military service.

C. A person who has been convicted or is found to have committed a Federal capital crime

- i. Any person who was convicted of a Federal capital crime for which a sentence of imprisonment for life or the death penalty may be imposed and whose conviction is final (other than a person whose sentence was commuted by the President);
- ii. Any person who would have been convicted of a Federal capital crime but was not because of the person's unavailability for trial due to death or flight to avoid prosecution.

D. A person who has been convicted or is found to have committed a State capital crime

- i. Any person who was convicted of the willful, deliberate, or premeditated unlawful killing of another human being for which a sentence of imprisonment for life or the death penalty may be imposed and whose conviction is final (other than a person whose sentence was commuted by the Governor of a State); or,

PAHRUMP VETERAN'S MEMORIAL STANDARD OPERATING PROCEDURES

- ii. Any person who would have been convicted of a State capital crime but was not because of the person's unavailability for trial due to death or flight to avoid prosecution.
- E. Active or Inactive Duty for Training
- i. A person whose only service is active duty for training or inactive duty training in the National Guard or Reserve Component, unless the individual meets the following criteria:
 - (a) Reservists and National Guard members who, at the time of death, were entitled to retired pay under Chapter 1223, title 10, United States Code, or would have been entitled, but for being under the age of 60. Specific categories of individuals eligible for retired pay are delineated in 12731 of Chapter 1223, title 10, United States Code.
 - (b) Members of reserve components who die while hospitalized or undergoing treatment for injury or disease contracted or incurred under honorable conditions while performing active duty for training or inactive duty training, or undergoing such hospitalization or treatment.
 - (c) Members of the Reserve Officers' Training Corps of the Army, Navy, or Air Force who die under honorable conditions while attending an authorized training camp or an authorized cruise, while performing authorized travel to or from that camp or cruise, or while hospitalized or undergoing treatment at the expense of the United States for injury or disease contracted or incurred under honorable conditions while engaged in one of those activities.

PAHRUMP VETERAN'S MEMORIAL STANDARD OPERATING PROCEDURES

(d) Members of reserve components who, during a period of active duty for training, were disabled or died from a disease or injury incurred or aggravated in the line of duty or, during a period of inactive duty training, were disabled or died from an injury incurred or aggravated in the line of duty.

F. Other Groups

- i. Members of groups whose service has been determined by the Secretary of the Air Force under the provisions of Public Law 95-202 as not warranting entitlement to benefits administered by the Secretary of Veteran's Affairs.

II. COLUMBARIUM SERVICES

- A. The funeral director or the family must provide any and all paperwork required by the Town of Pahrump.
- B. Each columbarium niche has an interior dimension of 11 ¼ " cubed (28.5 cm) with a 10 ¼ " squared (26.0 cm) opening.
- C. The following urn specifications will allow for both single and double interment.

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

PAHRUMP VETERAN'S MEMORIAL STANDARD OPERATING PROCEDURES

- D. Marker plaques given by the Department of Veteran's Affairs for those veterans that choose the columbarium will be placed upon the wall located to the northwest of the memorial.
- E. A \$450.00 fee is charged for the placement of a Veteran and one (1) dependant inside of the columbarium niche. Service fees are non-refundable
- F. Only those religious symbols authorized by the Department of Veteran's Affairs may be placed on the granite face plate covering the columbarium niche.
- G. Additional fees may be charged for inurnment services that occur during holidays, weekends or after normal operating hours.
- H. Purchases of columbarium niches are on a first come basis.

III. BURIAL SERVICES

- A. A \$450.00 fee is charged for the burial of a Veteran.
- B. Headstones are provided for the veteran, at no cost, by the Department of Veteran's Affairs. (Brass flat plate style and will be inlaid in concrete with flower holder on each side).
- C. Military honors are provided by military units for the veteran; however, the funeral director should be able to assist in making these arrangements.
- D. The cemetery portion of the burial includes the use of the chapel for services, the plot, opening and closing of the site, the concrete vault for caskets, a headstone and perpetual care. This is free to the veteran.

PAHRUMP VETERAN'S MEMORIAL STANDARD OPERATING PROCEDURES

- E. One (1) eligible dependant may be buried with the veteran. The fee is \$450.00. The funeral arrangements for the casket or cremation must be made through a funeral home of your choice. Prices vary among funeral homes, so please research carefully, for the best service and price.
- F. Eligible dependant is defined as the current or surviving spouse, a minor child under the age of 21, or an unmarried adult child of any age that became permanently physically or mentally disabled and incapable of self support before reaching the age of 21.
- G. Additional service fees may be charged for burial services that occur during holidays, weekends or after normal operating hours.
- H. Service fees are not refundable.

TO: Town Board

FROM: William A. Kohbarger, Pahrump Town Manager
Elona Skadberg Pool Manager
Matt Luis, Buildings & Grounds Manager

DATE: 07-20-09

RE: Approval to co-sponsor teen/ family nights in the park

1.) Background

The Nye Communities Coalition have partnered with other community organizations to creative a program for the youth and families in our community. Included in the back up, Stacy Smith and Lloyd Platson have listed the positive effects of that program. As the Town being a co-sponsor they are covered under the Town's liability insurance.

2.) Fiscal Impact

There is no financial impact.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager recommends that the Town Board move to approve to co-sponsor the Nye Communities Coalition teen/family nights in the park.

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

From: Loyd Platson
Sent:
To:
Cc:
Subject: RE: Sponsored Nights

Some additional thoughts regarding teen/family nights.

When looking at the teen and family nights (whether at the pool or the regular year-round ones) we can look at the "Risk and Protective Factors" and Developmental Assets frameworks. These frameworks suggest that attachment to the community (youth and adults), attachment to older adults (youth), mentoring relationships between youth and adults (youth), Having adult relationships in general (youth), adult role models (youth and adult), youth programs, increased interpersonal competencies and areas related to constructive use of time are all positive assets that help create a more healthy community for both youth and adults. Below is an annotated version of the Risk and Protective Factors. I have highlighted the areas that pertain most to the Teen/Family nights. As you can see, the purpose for the teen/family nights goes much deeper than what most people see on the surface. There is theory and research behind these efforts. The overall goal that we have is to increase protective factors and develop greater assets for our youth and oftentimes for their parents through providing alcohol, tobacco and other drug free events (development of positive social norms) as well as having positive role models for both youth and their parents. Obviously having fun, keeping cool and eating pizza etc. does not hurt either.

My goal in sharing this with you is so that you might be able to communicate a "deeper" purpose for the teen/family nights above and beyond the very positive fact that they provide youth and families with alternative activities. A side benefit to all this is that community organizations are collaborating with each other and supporting each other. In addition, the partnership with the Town increases the positive perceptions and relationships between the community and the Town. This can never hurt.

Protective Factors

Individual

- Knowledge regarding risks associated with substance abuse/use
- Negative attitudes toward substances and substance use
- Bonding to pro-social culture
- Positive relationships with adults
- Views parents, teachers, doctors, law enforcement officers and other adults as allies

- Social competence
- Youth involvement in alternative activities
- Sense of well-being/self confidence
- Has positive future plans

Peer

- Involved in substance-free activities
- Friends disapprove of alcohol and other drug use

Family

- Close family relationships
- Consistency of parenting
- Education is valued and encouraged, and parents are actively involved
- Copes with stress in a positive way
- Clear expectations and limits regarding alcohol and other drug use
- Encourages supportive relationships with caring adults beyond the immediate family
- Share family responsibilities, including chores and decision making
- Family members are nurturing and support each other

Community

- Opportunities exist for community involvement
- Community religious composition
- Laws and ordinances are consistently enforced
- Informal social control
- Policies and norms encourage non-use
- Community service opportunities available for youth
- Resources (housing, healthcare, childcare, jobs, recreation, etc.) are available
- Comprehensive risk focused programs available
 - Programs for parents of children and adolescents
 - Early childhood and family support programs
 - Widely supported community prevention efforts exist

If you have any questions, please feel free to contact me. The partnership between the community organizations and the Town is very important to nurture and grow as the ability to provide these teen/family nights is something we all can do (and it costs very little) for the youth of our community. We don't have to spend a great deal of money and in the process we support each other.

Peace,

Loyd

From: Stacy Smith [REDACTED]
Sent: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Sponsored Nights

We recruit sponsorship through the many coalition and community meetings we attend – the Holiday Task Force, the Coalition meeting, the Children’s Health Task Force, when we go to Chamber and other meetings, through the churches and community organizations that we partner with. We tell them that we expect the adults to attend to be a positive presence for the youth and children and families that come – that they provide snacks for the people that come and talk and visit in a positive drug, alcohol and tobacco free environment. During the teen nights we expect that positive adults will help promote good youth behavior.

From the prevention point of view what this does is provide a pro-social environment that allows for modeling of good parenting and positive adult behavior and interaction with youth on the family nights and on the teen nights it gives youth an opportunity to bond with positive adults. The more opportunities that these occur = a better chance that the youth and children will avoid substance use and will become better functioning adults.

June 8 – Oasis Outreach-
June 15 – WestCare-
June 19 – St Martin’s-
June 22 – St Martin’s-
June 26 – WestCare-
July 29 – Marine Corps League (5133289)-
July 13 – Oasis Outreach- Cancelled
July 17 – St Martin’s- Cancelled
July 18 – Community Picnic Holiday Task Force- Cancelled
July 20 – Pahrump Library - cancelled
August 10 – Oasis Outreach
August 14 – Nevada Outreach Training Organization
August 17- St Martin’s
August 21 – St Martins

Thank you,

TO: Town Board

FROM: William A. Kohbarger, Pahrump Town Manager
Matt Luis, Buildings & Grounds Manager
Richard Foster, Chair, Parks and Recreation Advisory Board

DATE: 07-20-09

RE: Approval to purchase aluminum Bleachers for Simkins Park

1.) Background

The Buildings and Grounds Department is requesting to purchase four aluminum 5 row bleachers 15ft. wide X 10ft. deep from Highland Products Group. This purchase will be under G.S.A. contract # GS-07F-0223N at a cost of \$2855.00 per bleacher plus shipping.

2.) Fiscal Impact

There is no financial impact to the General Fund budget. Funding for these capital improvements at Simkins Park are being funded by a PETT Grant.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager recommends that the Town Board move to approve the purchase of four aluminum 5 row bleachers plus shipping from Highland Products Group in an amount not to exceed \$15,000 funded by a PETT Grant.

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

#9



U.S. General Services Administration

[Home](#) | [Regions](#) | [Staff Directory](#) | [Careers](#) | [Forms](#) | [e-Tools](#) | [QuickLinks](#)
[Home](#) > [About GSA](#) > [Background & History](#) > [Mission, Vision, and Goals](#)

Mission, Vision and Goals

Our Mission

The U.S. General Services Administration (GSA) leverages the buying power of the federal government to acquire best value for taxpayers and our federal customers. We exercise responsible asset management. We deliver superior workplaces, quality acquisition services, and expert business solutions. We develop innovative and effective management policies.

Our Vision

GSA means excellence in the business of government. GSA is a more diverse range of business lines compared with any number of large corporations. Excellence in the business of government means speaking to GSA customers with "One GSA-One Voice" whenever possible.

Our Strategic Goals

Stewardship: Lead federal agencies in the economical and efficient management of federal assets by spearheading effective policy development and by the exemplary management of the buildings/workplaces, motor vehicles, and personal property provided by GSA.

Superior Workplaces: Deliver and maintain productive workplaces consisting of office space, furnishings, technology supplies, and related services.

Best Value: Develop and deliver timely, accurate, and cost-effective acquisition services and business solutions.

Innovation: Develop new and better ways of conducting business that result in more productive and effective federal policies and administrative operations.

[Printer Friendly format](#)

Last Reviewed 2/23/2009

Contact

Phone: (202) 501-1231

Location: 1800 F Street, NW,
Washington, DC 20405

Office Hours: Monday-Friday, 8 a.m.
to 6 p.m.

GSA Values

Integrity

 Accountability and Transparency in
Operations

Effective Leadership

Responsible Decision-making

GSA Quick Facts

11,792: Number of full-time employees
(FY2008)

\$26.3 billion: Budget (FY2008)

\$500 billion: Amount of federal assets
managed by GSA

8,600: Number of federally owned or
leased buildings managed by GSA

208,000: Number of vehicles owned or
leased by GSA

425: Number of historic properties
preserved by GSA

98.1: Percentage of budget paid for
through services provided by GSA

1.9: Percentage of budget paid for by
congressional appropriations

Initiatives

[Green Government](#)
[Assisting Military Veterans](#)
[Emergency Response](#)
[Presidential Transition](#)
[Historic Preservation](#)

GSA Web Sites

[USA.gov](#)

Subject:

Competitive Bidding

NRS 332.039 Advertisements or requests for bid on contract.

1. Except as otherwise provided by specific statute:

(a) A governing body or its authorized representative shall advertise all contracts for which the estimated annual amount required to perform the contract exceeds \$50,000.

(b) A governing body or its authorized representative may enter into a contract of any nature without advertising if the estimated annual amount required to perform the contract is \$50,000 or less.

(c) If the estimated annual amount required to perform the contract is more than \$25,000 but not more than \$50,000, requests for bids must be submitted or caused to be submitted by the governing body or its authorized representative to two or more persons capable of performing the contract, if available. The governing body or its authorized representative shall maintain a record of all requests for bids and all bids received for the contract for at least 7 years after the date of execution of the contract.

2. This section does not prohibit a governing body or its authorized representative from advertising for or requesting bids regardless of the estimated annual amount required to perform the contract.

(Added to NRS by 1993, 2553; A 1999, 1682; 2003, 667; 2005, 2551; 2007, 496)

NRS 332.045 Publication of notice to bid.

1. The advertisement required by paragraph (a) of subsection 1 of NRS 332.039 must be published at least once and not less than 7 days before the opening of bids. The advertisement must be by notice to bid and must be published in a newspaper qualified pursuant to chapter 238 of NRS that has a general circulation within the county wherein the local government, or a major portion thereof, is situated.

2. The notice must state:

(a) The nature, character or object of the contract.

(b) If plans and specifications are to constitute part of the contract, where the plans and specifications may be seen.

(c) The time and place where bids will be received and opened.

(d) Such other matters as may properly pertain to giving notice to bid.

(Added to NRS by 1975, 1536; A 1979, 172; 1983, 1659; 1993, 2554; 1999, 1036; 2003, 667; 2005, 2552)

NRS 332.047 On-line bidding.

1. A governing body or its authorized representative may use on-line bidding to receive bids submitted in response to a request for bids. The governing body or its authorized representative shall not use on-line bidding as the exclusive means of receiving bids for the request for bids.

2. A request for bids for which bids may be submitted pursuant to subsection 1 must designate a date and time at which bids may be submitted and may designate a date and time after which bids will no longer be received.

3. A governing body or its authorized representative may require bidders to:

(a) Register before the date and time at which bids may be submitted; and

(b) Agree to terms, conditions or requirements of the request for bids to facilitate on-line bidding.

4. The procedures established by a governing body or its authorized representative for the purposes of conducting on-line bidding must not conflict with the provisions of this chapter.

5. As used in this section, "on-line bidding" means a process by which bidders submit bids for a contract on a secure website on the Internet or its successor, if any, which is established and maintained for that purpose.

(Added to NRS by 2001, 1314; A 2005, 2552)

Regards,



3350 NW BOCA RATON BLVD., SUITE B2 • BOCA RATON, FL • 33491
 PHONE: 561.620.7876 • FAX: 561.620.8668
 WWW.THEPARKCATALOG.COM

| PROPOSAL | |
|-----------|-----------|
| SQ-284055 | 7/21/2009 |

| | |
|--|---|
| Customer Town of Pahump 400 north hwy 160 Pahump nv 89048 Matt Luis (775) 727-1862 (775) -72-7-0345 fax | Ship To Town of Pahump 400 north hwy 160 Pahump nv 89048 Matt Luis (775) 727-1862 |
|--|---|

| Account | Quotation | Terms | Customer PO # | Account Rep | Page | Printed |
|-----------|-----------|--------|---------------|-------------|------|----------------------|
| 881831858 | SQ-284055 | Prepay | | Brooke Fox | 2 | 7/21/2009 12:55:24PM |

| Item | Description | Qty | Unit | Unit Price | Unit Disc | Amount |
|------|---|-----|------|------------|-----------|-------------|
| 1 | 129-1106 5 Row x 15L Aluminum Bleacher - 2006 IBC Compliant - Seats 35. | 4 | EA | \$3,656.00 | -3831.00 | \$11,420.00 |
| 4 | "This quote qualifies under Highland's BEST PRICE GUARANTEE. If you find a quote lower for this product we will not only match it but beat it." | | | | | |

NOTES:

ESTIMATED LEAD TIME TO SHIP IS 3-4 WEEKS ARO.

* Unless otherwise noted shipping charges include standard delivery only. Liftgate service, notify before delivery available at additional cost.

To accept this proposal please sign here: _____

Credit card holder name _____

Card No. _____

CVV2Code _____ Exp. Date _____

Card Billing Address _____

City _____ State _____ Zip _____

Customer agrees to inspect all deliveries for damage and correct quantities and to note any discrepancies on freight bill and report them to Highland within 48 hours of receipt of goods or forfeit any right to freight damage claims or shortages.

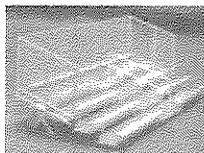
| | |
|-----------|-------------|
| Sub Total | \$11,420.00 |
| Sales Tax | \$0.00 |
| Shipping | \$2,181.05 |
| Total | \$13,601.05 |
| Balance | \$13,601.05 |



Highland Products Group
3350 NW Boca Raton Blvd. Suite B2
BOCA RATON, FL 33431
UNITED STATES
Phone: (561) 620-7878
Email: sales@theparkcatalog.com

Product Profile

129-1106 **5 Row x 15'L Aluminum Bleacher - 2006 IBC Compliant - Seats 35.**



***** 2006 INTERNATIONAL BUILDING CODE COMPLIANT *****

Please be aware of 2006 IBC compliance when comparing our products and prices with competitors. Most states currently require 2006 IBC Compliance, it is expected that all states will require this in the near future and it is the buyers responsibility to verify local building code requirements.

This aluminum bleacher system features a side aisle for easy accessibility. It's engineered for safety, easy assembly, and durability. The all-aluminum framework is combined with anodized aluminum seat planks and mill-finished foot planks. This bleacher system will meet the rigors of daily use, both indoors or outdoors, with little or no maintenance for years to come.

These bleachers have been designed to rest on a firm, flat, and level surface. Provisions for anchorage to prevent overturning by wind are the responsibility of the owner.

| | |
|--------------------|--------------------------|
| List Price: | \$3,686.00 |
| Our Price: | \$3,022.52 |
| Weight: | 907 LB |
| Dimensions: | 15' wide X 10' deep |
| Warranty: | 1 Year - Material Defect |



Print

2 for U

FREE BONUS: Additional 2% off all online orders you place today! [Details](#)

BSN SPORTS
COLLEGIATE PACIFIC

 [CHECKOUT \\$0.00 \(0 I](#)

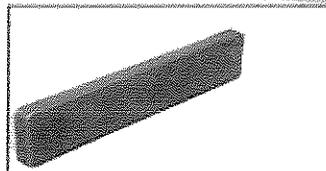
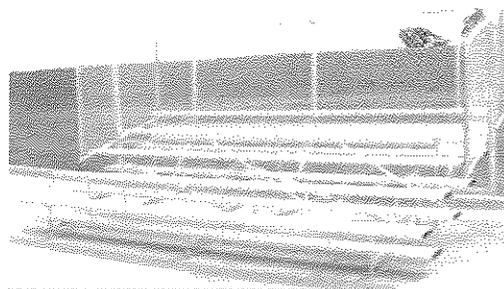
Search by item # or key

[HOME](#) | [HELP](#) | [YOUR ACCOUNT](#) | [ORDER TRACKING](#) | [QUICK ORDER](#)
[Sign in](#) | [New Guest?](#) DO YOU HAVE A CERTIFICATE?

APPLY: ? PROGRAM ID

[HOME](#) » [BENCHES/BLEACHERS](#) » [BLEACHERS](#) » 5 ROW 15' STANDARD BLEACHER (SE
2% OFF

Congratulations, this item qualified for an additional 2% d



5 Row 15' Standard Bleacher (seats 50)

Item No: NB0515

Suggested Retail: \$4,617.99

Discount Catalog Price: \$3,649.99

YOUR PROMOTIONAL PRICE:

\$3,576.99 EA

Savings: \$73.00 (2.00%)

Qty: 1

[ADD TO CART](#)**Product Details:**

- Frame work is welded aluminum angle
 - Seat planks are 10" w anodized aluminum
 - Foot planks are 10" w mill finished aluminum
 - Planks are 15' long
 - **Safety features include: FREE DOUBLE FOOT ROWS 4 and 5 and FREE VERTICAL SAFETY ROWS 4 and 5**
 - Commercial grade 9 gauge galvanized fence is used with heavy duty aluminum channel supports
 - Bleachers meet requirements of NFPA & the Const Safety Commission standards
 - Some assembly required
 - End caps included.
- Ship in 24 hours!

Features:

- Alumagoal player's benches are unmatched in quality a
- 5 Rows, 50 Seats, 15', Fence Railing

Availability:

IN STOCK

Shipping Info:

This product ships by truck. Cannot be shipped to a PO B

Product Tools:[View Larger Image](#)[Email This Product To A Friend](#)**Browse Category:**[Bleachers](#)

◀ 1 of 5 ▶

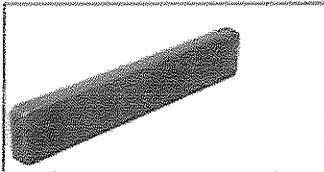
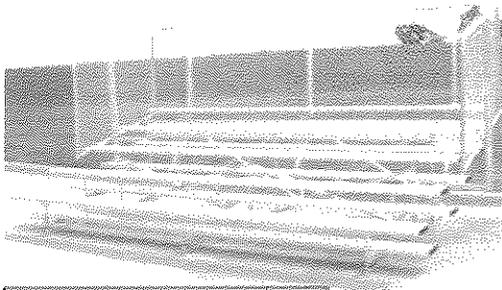
FREE SHIPPING THROUGHOUT THE SITE ON ALL ORDERS 50+

*SEE OFFER DETAILS



Order \$50.00 more and qualify for free shipping!

0.00

[CHECKOUT](#) \$0.00 (0 Items) | 800.292.7772[HOME](#)[HELP](#)[ORDER TRACK](#)[Sign in](#) | [New Guest?](#) DO YOU HAVE A CERTIFICATE?[HOME](#) » [SEARCH RESULT \(BLEACHERS+\)](#) » [OUTDOOR RECREATION](#) » [BENCHES/BLE](#)
[ROW 15' STANDARD BLEACHER \(SEATS 50\)](#)

5 Row 15' Standard Bleacher (seats 50)

Item No: NB0515

Flyer Code: 3R

Suggested Retail: \$4,617.99

YOUR PROMOTIONAL PRICE:

\$3,211.99 EA

Savings: \$803.00 (20.00%)

Qty: 1

[ADD TO CART](#)**Product Details:**

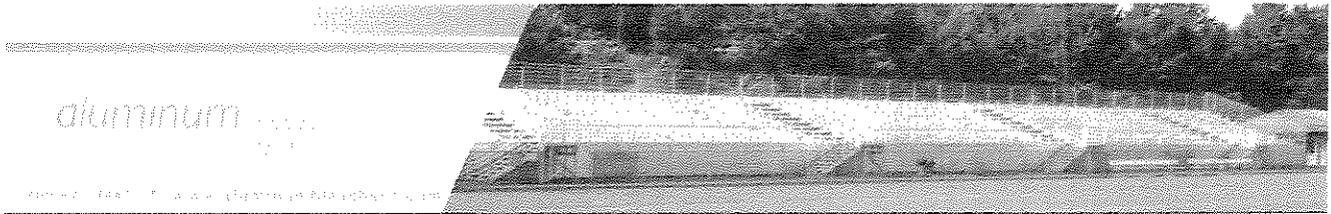
- Frame work is welded aluminum angle
 - Seat planks are 10" w anodized aluminum
 - Foot planks are 10" w mill finished aluminum
 - Planks are 15' long
 - **Safety features include: FREE DOUBLE FOOT ROWS 4 and 5 and FREE VERTICAL SAFETY ROWS 4 and 5**
 - Commercial grade 9 gauge galvanized fence is used with heavy duty aluminum channel supports
 - Bleachers meet requirements of NFPA & the Const Safety Commission standards
 - Some assembly required
 - End caps included.
- Ship in 24 hours!

Features:

- Alumagoal player's benches are unmatched in quality a workmanship
- 5 Rows, 50 Seats, 15', Fence Railing

Product Tools:[View Larger Image](#)[Email This Product To A Friend](#)**Browse Category:**[91 of 142](#)**Availability:**

IN STOCK



aluminum
bleachers

Home | About Us | Customer Login | View Cart | Contact Us | Site Map



Home » 5 Row Bleachers

Product Profile

SEARCH

Keyword

Item No.

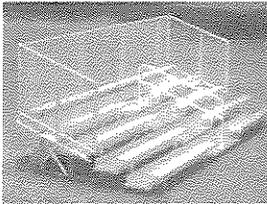
GO

Advanced Search

PRODUCTS

- 3 Row Bleachers [▶](#)
- 4 Row Bleachers [▶](#)
- 5 Row Bleachers [▶](#)
- 10 Row Bleachers [▶](#)
- 15 Row Bleachers [▶](#)
- Bleacher Frames [▶](#)
- Elevated Bleachers [▶](#)
- Tip and Roll Bleachers [▶](#)
- Transportable Bleachers [▶](#)
- Vinyl Bleacher Covers [▶](#)

M129-1106 5 Row x 15'L Aluminum Bleacher - 2006 IBC Compliant - Seats 35.



PLEASE NOTE: Actual Aisle is on Side (not center, as pictured).

[Click for larger picture](#)

Image Disclaimer.
Please confirm image matches product description.

***** 2006 INTERNATIONAL BUILDING CODE COMPLIANT *****

Please be aware of 2006 IBC compliance when comparing our products and prices with competitors. Most states currently require 2006 IBC Compliance, it is expected that all states will require this in the near future and it is the buyers responsibility to verify local building code requirements.

This aluminum bleacher system features a side aisle for easy accessibility. It's engineered for safety, easy assembly, and durability. The all-aluminum framework is combined with anodized aluminum seat planks and mill-finished foot planks. This bleacher system will meet the rigors of daily use, both indoors or outdoors, with little or no maintenance for years to come.

These bleachers have been designed to rest on a firm, flat, and level surface. Provisions for anchorage to prevent overturning by wind are the responsibility of the owner.

Weight: 907 LB

Dimensions: 15' wide X 10' deep

Warranty: 1 Year - Material Defect

More Information:

Download PDF file

MADE IN USA Requires Assembly **GSA Advantage!**
GSA CONTRACT# GS-07F-0223N

Softball complex puts

[Email this page to a friend](#)

[Estimate Shipping](#)

| Product | Price | Unit | Qty. |
|---|---|------|------|
| M129-1106 | \$3,686.00 \$3,022.52 per Each | Each | 1 |
| 5 Row x 15'L Aluminum Bleacher - 2006 IBC Compliant - Seats 35. | | | |

For a printable version, [Click here.](#)

Highland Products Supplies a wide variety of Aluminum Bleachers. Products in the Aluminum Bleachers Category are available with various options and custom work is available. Please feel free to call our staff with any specific questions that you may have about our 5 Row Bleachers. We are very proud of our product line and will work to provide you with the best quality Aluminum Bleachers on the market.

LOGIN

Login/E-Mail

Password

GO

New Customer?

YOUR CART

Your cart is empty.



Special Sale

Items On Sale

RELATED ITEMS

M397-4001
\$271.00
[More Info](#)

Perma-Cap® Vinyl Bleacher Covers for Outdoor Bleachers - Gray

M397-4002
\$315.00
[More Info](#)

Perma-Cap® Vinyl Bleacher Covers for Outdoor Bleachers - Color

CUSTOMER TESTIMONIALS

Bonnie had a wealth of knowledge on aluminum bleachers and was able to find exactly what I needed in only a few minutes.
D.A. - Lansing, MI

Thank you for making sure the bleacher I ordered met my local building code.
J.K. - Fremont, NE

These tip and roll bleachers are even easier to move than I thought.
R.M. - Coral Springs, FL

Selling these BleaChairs as an upgrade at the local stadium has served as our most effective fundraiser.
C.W. - Pierre, SD

These elevated bleachers make it much easier to see the field.
B.F. - Evansville, IN

ACCOUNT INFO

- [Account Info](#)
- [Order Status](#)

TO: Town Board

FROM: William A. Kohbarger, Pahrump Town Manager
Matt Luis, Buildings & Grounds Manager
Richard Foster, Chair, Parks and Recreation Advisory Board

DATE: 07-20-09

RE: Approval of Picnic tables purchase

1.) Background

In 2005 the Buildings and Grounds purchased 30 aluminum picnic tables from Highland Products Group. The table's frames are square shaped and in my opinion are sturdiest table frame on the market. In 2005 we paid \$575.00 per table plus shipping. This year under G.S.A. contract # GS-07F-0223N we will pay \$463.75 per table plus shipping for the same tables.

2.) Fiscal Impact

There is no financial impact to the General Fund budget. Funding for these capital improvements at Simkins Park are being funded by a PETT Grant.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager recommends that the Town Board move to approve the purchase of 25 aluminum picnic tables plus shipping from Highland Products Group in an amount not to exceed \$15,000 funded by a PETT Grant.

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



U.S. General Services Administration

[Home](#) | [Regions](#) | [Staff Directory](#) | [Careers](#) | [Forms](#) | [e-Tools](#) | [QuickLinks](#)

[Home](#) | [About GSA](#) | [Background & History](#) | [Mission, Vision, and Goals](#) | [Organizational Chart](#) | [GSA Values](#) | [GSA Quick Facts](#) | [Contact](#)

[Home](#) > [About GSA](#) > [Background & History](#) > [Mission, Vision, and Goals](#)

Mission, Vision and Goals

Our Mission

The U.S. General Services Administration (GSA) leverages the buying power of the federal government to acquire best value for taxpayers and our federal customers. We exercise responsible asset management. We deliver superior workplaces, quality acquisition services, and expert business solutions. We develop innovative and effective management policies.

Our Vision

GSA means excellence in the business of government. GSA is a more diverse range of business lines compared with any number of large corporations. Excellence in the business of government means speaking to GSA customers with "One GSA-One Voice" whenever possible.

Our Strategic Goals

Stewardship: Lead federal agencies in the economical and efficient management of federal assets by spearheading effective policy development and by the exemplary management of the buildings/workplaces, motor vehicles, and personal property provided by GSA.

Superior Workplaces: Deliver and maintain productive workplaces consisting of office space, furnishings, technology supplies, and related services.

Best Value: Develop and deliver timely, accurate, and cost-effective acquisition services and business solutions.

Innovation: Develop new and better ways of conducting business that result in more productive and effective federal policies and administrative operations.

[Printer Friendly format](#)

Last Reviewed 2/23/2009

Contact

Phone: (202) 501-1231

Location: 1800 F Street, NW,
Washington, DC 20405

Office Hours: Monday-Friday, 8 a.m.
to 6 p.m.

GSA Values

Integrity

Accountability and Transparency in Operations

Effective Leadership

Responsible Decision-making

GSA Quick Facts

11,792: Number of full-time employees (FY2008)

\$26.3 billion: Budget (FY2008)

\$500 billion: Amount of federal assets managed by GSA

8,600: Number of federally owned or leased buildings managed by GSA

208,000: Number of vehicles owned or leased by GSA

425: Number of historic properties preserved by GSA

98.1: Percentage of budget paid for through services provided by GSA

1.9: Percentage of budget paid for by congressional appropriations

Initiatives

[Green Government](#)

[Assisting Military Veterans](#)

[Emergency Response](#)

[Presidential Transition](#)

[Historic Preservation](#)

GSA Web Sites

[USA.gov](#)

Subject:

Competitive Bidding

NRS 332.039 Advertisements or requests for bid on contract.

1. Except as otherwise provided by specific statute:
 - (a) A governing body or its authorized representative shall advertise all contracts for which the estimated annual amount required to perform the contract exceeds \$50,000.
 - (b) A governing body or its authorized representative may enter into a contract of any nature without advertising if the estimated annual amount required to perform the contract is \$50,000 or less.
 - (c) If the estimated annual amount required to perform the contract is more than \$25,000 but not more than \$50,000, requests for bids must be submitted or caused to be submitted by the governing body or its authorized representative to two or more persons capable of performing the contract, if available. The governing body or its authorized representative shall maintain a record of all requests for bids and all bids received for the contract for at least 7 years after the date of execution of the contract.
2. This section does not prohibit a governing body or its authorized representative from advertising for or requesting bids regardless of the estimated annual amount required to perform the contract.
(Added to NRS by 1993, 2553; A 1999, 1682; 2003, 667; 2005, 2551; 2007, 496)

NRS 332.045 Publication of notice to bid.

1. The advertisement required by paragraph (a) of subsection 1 of NRS 332.039 must be published at least once and not less than 7 days before the opening of bids. The advertisement must be by notice to bid and must be published in a newspaper qualified pursuant to chapter 238 of NRS that has a general circulation within the county wherein the local government, or a major portion thereof, is situated.
2. The notice must state:
 - (a) The nature, character or object of the contract.
 - (b) If plans and specifications are to constitute part of the contract, where the plans and specifications may be seen.
 - (c) The time and place where bids will be received and opened.
 - (d) Such other matters as may properly pertain to giving notice to bid.(Added to NRS by 1975, 1536; A 1979, 172; 1983, 1659; 1993, 2554; 1999, 1036; 2003, 667; 2005, 2552)

NRS 332.047 On-line bidding.

1. A governing body or its authorized representative may use on-line bidding to receive bids submitted in response to a request for bids. The governing body or its authorized representative shall not use on-line bidding as the exclusive means of receiving bids for the request for bids.
2. A request for bids for which bids may be submitted pursuant to subsection 1 must designate a date and time at which bids may be submitted and may designate a date and time after which bids will no longer be received.
3. A governing body or its authorized representative may require bidders to:
 - (a) Register before the date and time at which bids may be submitted; and
 - (b) Agree to terms, conditions or requirements of the request for bids to facilitate on-line bidding.
4. The procedures established by a governing body or its authorized representative for the purposes of conducting on-line bidding must not conflict with the provisions of this chapter.
5. As used in this section, "on-line bidding" means a process by which bidders submit bids for a contract on a secure website on the Internet or its successor, if any, which is established and maintained for that purpose.
(Added to NRS by 2001, 1314; A 2005, 2552)

Regards,



3350 NW BOCA RATON BLVD., SUITE B2 • BOCA RATON, FL • 33491
 PHONE: 561.620.7878 • FAX: 561.620.9668
 WWW.THEPARKCATALOG.COM

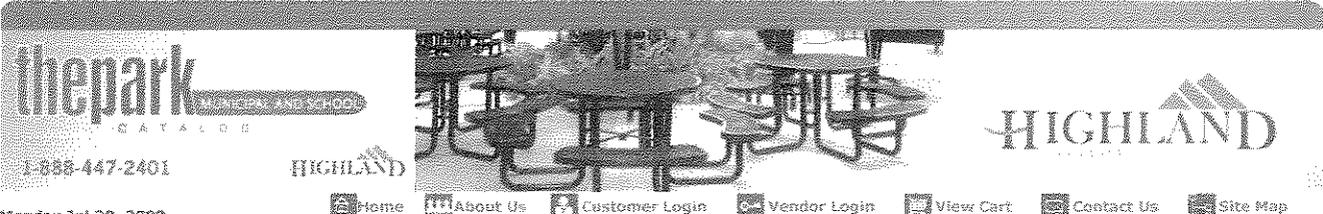
| | |
|-----------------|-----------|
| PROPOSAL | |
| SQ-284057 | 7/21/2009 |

| | |
|---|---|
| Customer | Ship To |
| Town of Pahrump 400 north hwy 160 Pahrump nv 89048 Matt Luis (775) 727-1882 (775) -72-7-0345 fax | Town of Pahrump 400 north hwy 160 Pahrump nv 89048 Matt Luis (775) 727-1882 |

| | | | | | | |
|-----------|-----------|--------|---------------|-------------|------|----------------------|
| Account | Quotation | Terms | Customer PO # | Account Rep | Page | Printed |
| 881831858 | SQ-284057 | Prepay | | Brocke Fox | 2 | 7/21/2009 12:54:57PM |

| Item | Description | Qty | Unit | Unit Price | Unit Disc | Amount |
|------|---|-----|------|------------|-----------|-------------|
| 1 | 129-1167 8-Ft. Aluminum Picnic Table with Heavy-Duty 2-3/8" Frame | 25 | EA | \$839.00 | -\$175.25 | \$11,593.75 |
| 2 | GSA CONTRACT GS-07F-0223N | | | | | |
| 5 | "This quote qualifies under Highland's BEST PRICE GUARANTEE. If you find a quote lower for this product we will not only match it but beat it." | | | | | |
| | | | | | | |

| | | | | | | | | | | | |
|---|---|------------------|-------------|------------------|--------|-----------------|------------|--------------|-------------|----------------|-------------|
| <p>NOTES: ESTIMATED LEAD TIME TO SHIP IS 3-4 WEEKS ARO.</p> <p>* Unless otherwise noted shipping charges include standard delivery only. Liftgate service, notify before delivery available at additional cost.</p> <p>To accept this proposal please sign here: _____</p> <p>Credit card holder name _____</p> <p>Card No. _____</p> <p>CVV 2Code _____ Exp. Date _____</p> <p>Card Billing Address _____</p> <p>City _____ State _____ Zip _____</p> <p>Customer agrees to inspect all deliveries for damage and correct quantities and to note any discrepancies on freight bill and report them to Highland within 48 hours of receipt of goods or forfeit any right to freight damage claims or shortages.</p> | <table border="1" style="width: 100%;"> <tr> <td style="text-align: right;">Sub Total</td> <td style="text-align: right;">\$11,593.75</td> </tr> <tr> <td style="text-align: right;">Sales Tax</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td style="text-align: right;">Shipping</td> <td style="text-align: right;">\$2,800.53</td> </tr> <tr> <td style="text-align: right;">Total</td> <td style="text-align: right;">\$14,394.28</td> </tr> <tr> <td style="text-align: right;">Balance</td> <td style="text-align: right;">\$14,394.28</td> </tr> </table> | Sub Total | \$11,593.75 | Sales Tax | \$0.00 | Shipping | \$2,800.53 | Total | \$14,394.28 | Balance | \$14,394.28 |
| Sub Total | \$11,593.75 | | | | | | | | | | |
| Sales Tax | \$0.00 | | | | | | | | | | |
| Shipping | \$2,800.53 | | | | | | | | | | |
| Total | \$14,394.28 | | | | | | | | | | |
| Balance | \$14,394.28 | | | | | | | | | | |



Monday Jul 20, 2009

- Home
- About Us
- Customer Login
- Vendor Login
- View Cart
- Contact Us
- Site Map

Search

Keyword

Item No.

Find

129-1167 8-Ft. Aluminum Picnic Table with Heavy-Duty 2-3/8" Frame

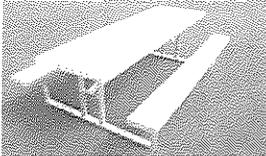
Advanced Search

Categories

- Picnic Tables
- Benches
- Bike Racks
- Bleachers
- Crowd Control & Fencing
- Flooring and Mats
- Grills
- Lecterns, Podiums & PA Systems
- Lockers and Storage
- Maintenance, Gen. Equipment, Landscaping
- Office Furniture
- Patio Furniture
- Planters
- Playground Equipment
- Restroom Equipment & Supplies
- Signs & Stands
- Smoking/Bus Shelters
- Sports Equipment
- Tables, Chairs & Seating
- Traffic Control & Parking Lot Equipment
- Trash Receptacles & Ash Urns
- Umbrellas
- Windscreen

News

NON-PROFITS AROUND



Click for larger picture

Image Disclaimer. Please confirm image matches product description.

SAVE 10% IF YOUR PURCHASE IS COMPLETED BEFORE 9/15/09!

There's nothing like the clean, contemporary look of aluminum. This heavy-duty, yet affordable 8-Ft. aluminum picnic table is ideal on its own, or as a complement to aluminum team benches and bleachers.

- 1-Piece Welded Walk-thru Design
- Frames constructed of 2-3/8" OD schedule 40 steel pipe
- 6036-T6 Planking with 204R1 anodized finish, heavy-duty channel end caps
- Hot-dip galvanized connecting hardware

Note: Tabletop consists of three (3) 2 x 10 planks. Seat planks are 2 x 10 as well.

Weight: 182.00 LB

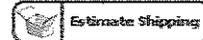
Dimensions: Length 8' X Height 30"

Warranty: 2 Year Warranty



GSA Advantage!

GSA CONTRACT# GS-47F-0223N



| Product No | Our Price | Unit | Qty. |
|------------|-----------------------------------|------|------|
| 129-1167 | \$639.00 \$575.10 Each | Each | 1 |

Add to Cart

8-Ft. Aluminum Picnic Table with Heavy-Duty 2-3/8" Frame

Highland Products Supplies a wide variety of Picnic Tables. Products in the Metal Picnic Tables Category are available with various options and custom work is available. Please feel free to call our staff with any specific questions that you may have about our Heavy Duty Picnic Table. We are very proud of our product line and will work to provide you with the best quality Picnic Tables on the market.

G.S.A. Price \$463.75

Login

Login/E-Mail

Password

Sign In

New Customer?

Shopping Cart

Your cart is empty.



SALE

Up to 25% off

Save! Save! Save!

- Patio Furniture On Sale
- Picnic Tables On Sale
- Bleachers On Sale
- Aluminum Picnic Tables On Sale
- Benches On Sale
- Aluminum Soccer's Platform On Sale
- Trash Receptacles & Ash Urns On Sale
- Lockers & Storage On Sale
- Crowd Control & Fencing On Sale
- Bike Racks On Sale
- Planters On Sale
- Umbrellas On Sale
- Flooring and Mats On Sale
- Smoking Urns and Outposts On Sale
- Signs & Stands On Sale
- Maintenance, Gen. Equipment, Landscaping
- Grills On Sale
- Traffic Control & Parking Equipment

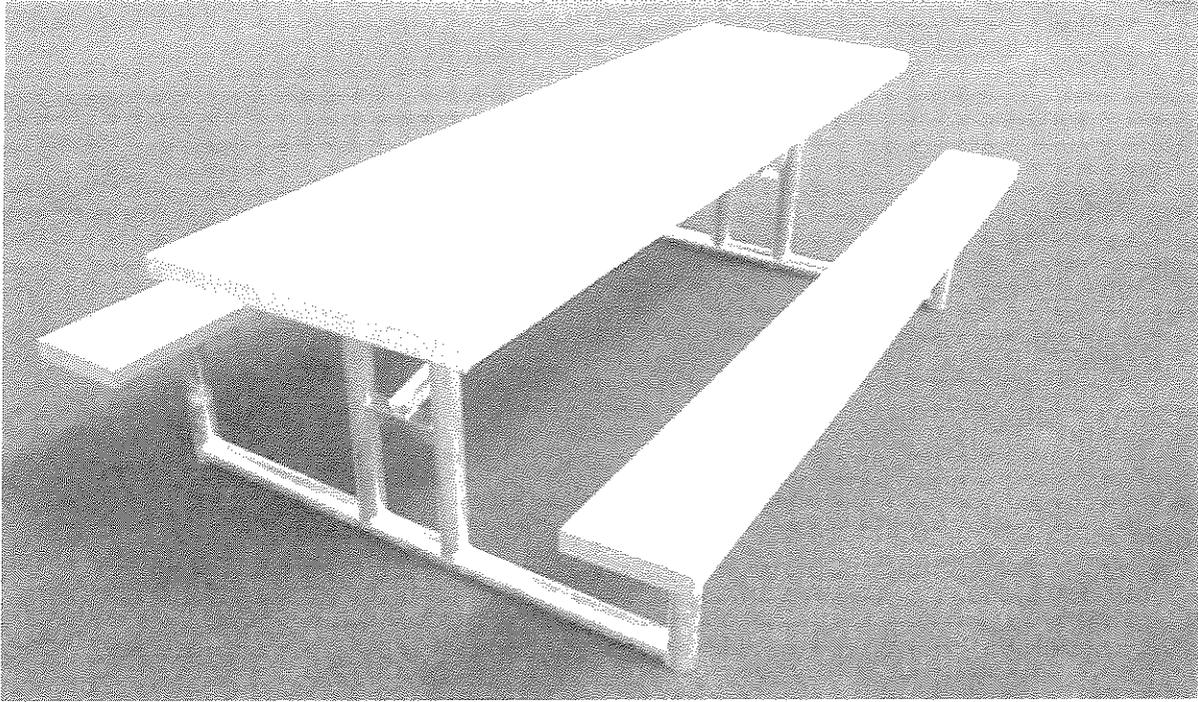
Related Items

115-1002
\$238.00
[More Info](#)

4-Ft. Treated Wood Picnic Table with 16-Gauge Painted Metal Frame - PRE-DRILLED PLANKS

115-1003
\$283.00
[More Info](#)

6-Ft. Treated Wood Picnic Table with 16-Gauge Painted Metal





Search by item number or keyword:

 [View Cart](#)

[Baseball/Softball Store](#)

[Basketball Store](#)

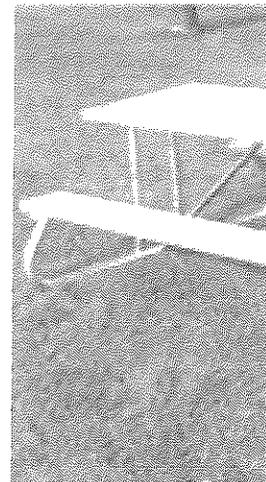
[Volleyball Store](#)

[Gymnasium Store](#)

- [Home](#)
- [Baseball Equipment](#)
- [Softball Equipment](#)
- [Basketball Equipment](#)
- [Volleyball Equipment](#)
- [Gymnasium Equipment](#)
- [Football Equipment](#)
- [Soccer Equipment](#)
- [Other Products](#)
- [Site Services](#)

[Baseball/Softball : Facility Equipment](#)

Heavy Duty Aluminum Picnic Table (8' Long) (Catalog Number K10121)

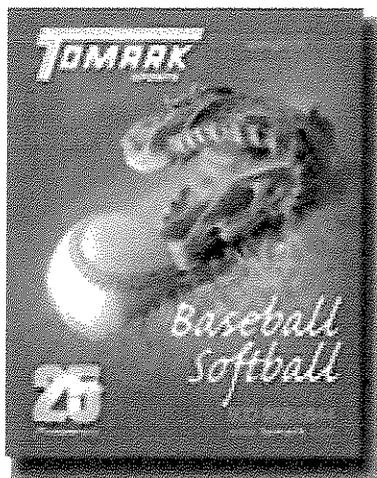


[Click Catalogs to BROWSE](#)

\$809.00/

Weight: 303 lbs.

» **NEW PRODUCT**



Durable anodized aluminum seats a galvanized steel frame. Frames & Galvanized steel pipe.

Actual shipping charges apply.

Color Options:

Qty: 1

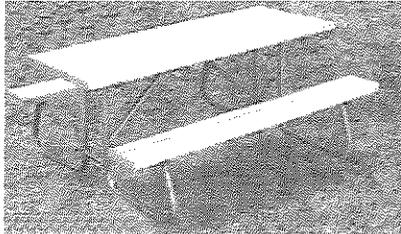
Notes (if Applicable - Color, Size, etc.):

Kay Park Recreation Corp.
 1301 Pine Street, Janesville, IA 50647
 Toll Free: (800) 553-2476 • Telephone: (319) 987-2313 • Fax: (319) 987-2900
 E-Mail: Sales@KayPark.com • Website: www.KayPark.com

All Categories > Park Svc Equip > Tables > CJ Series Welded Frame Tables > Item # 8CJGA

Item # 8CJGA

\$545.00



[larger image](#)

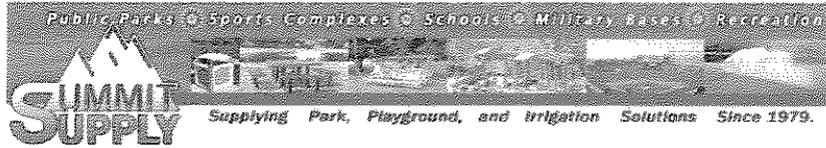
The "CJ" frame is made of 1 5/8 inch O.D. schedule 40 pipe. It has a wide tip resistant design which is welded for rigidity and then hot-dip Galvanized after fabrication. Top and seat cleats are 2 x 2 x 3/16 inch steel angles. Center cleat is 1 1/2 x 1/2 inch steel channel which provides level top and sturdier attachment of the 1 5/16 inch Galvanized cross braces. Purchase as frame set only or complete with your choice of planking.

Wheelchair accessible model has 8 ft. top (centered) and 6 ft. seats. To order, use 8 ft. model no. and price, then add "HC" to the model no. The tops on these tables have approximately 20 inches of overhang on each end. A 1 1/2 x 1/2 inch steel channel cleat on each end keeps the lumber level.

Specifications

| | |
|---------------------------|--|
| Length | 8 feet |
| Pipe O.D. | 1 5/8 |
| Schedule | 40 Pipe |
| Treatment | Galvanized after Fabrication |
| Frame Finish | Standard: Galvanized Black powder coated (Replace "G" with "C" in Part No.) |
| Plank/Statens Used | Aluminum |
| Weight | 151 lbs |

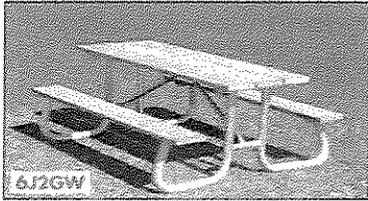
[Print](#) [Back](#)



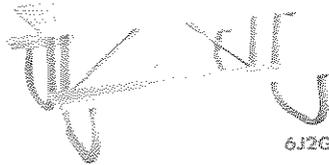
Tables With Welded Frames (p. 81)

[Table of Contents](#) [< Previous](#) [Next >](#) [Download image 81](#) [Contact](#)

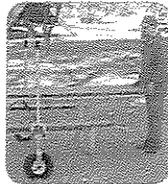
TABLES WITH WELDED FRAMES



| | | | | |
|--------|-----|------------------|----------|------|
| 6J2GW | 6' | ACQ Treated Pine | 229 lbs. | 5388 |
| 8J2GW | 8' | ACQ Treated Pine | 269 lbs. | 5428 |
| 12J2GW | 12' | ACQ Treated Pine | 407 lbs. | 5744 |



| | | | | |
|--------|-----|----------|----------|--------|
| 6J2GA | 6' | Aluminum | 162 lbs. | 5679 |
| 8J2GA | 8' | Aluminum | 171 lbs. | 5781 |
| 12J2GA | 12' | Aluminum | 283 lbs. | 51,193 |



TM-500
Tablemover
(see page 79)
33 lbs. \$334

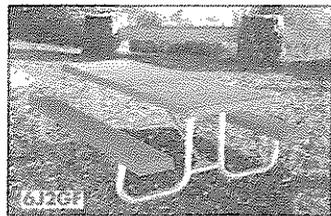
America's Finest!

The "J2" series frame is made of 1 3/8" O.D. schedule 40 pipe and is hot dip galvanized after fabrication. Center cleat holds top level and the 1 5/16" O.D. cross braces stabilize this extra heavy frame. Convenient walk-thru design and welded rigidity can stand up to rough use. Can be purchased as frame set only, including hardware, or with your choice of planking to make complete table.

WHEELCHAIR ACCESSIBLE MODEL has 8' top (centered) and 6' seats. To order use 8' model no. and price, then add "HC". The taps on these tables have one foot of overhang on each end.

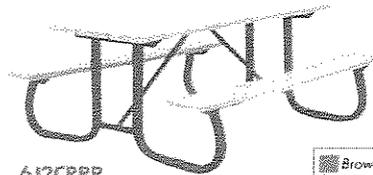
STANDARD FRAME FINISH is galvanized ("G" in model no.). Change it to "C" for a black coated frame.

| | | | |
|--------|--------------------------|----------|------|
| J2G-6 | Frame only for 6' table | 108 lbs. | 5250 |
| J2G-8 | Frame only for 8' table | 109 lbs. | 5250 |
| J2G-12 | Frame only for 12' table | 167 lbs. | 5404 |



| | | |
|--------------|----------------|--------|
| Blue | Red | Yellow |
| Champagne | Shamrock Green | White |
| Hunter Green | | |

| | | | |
|-------|---------------|----------|---------|
| 6J2GF | 6' Fiberglass | 237 lbs. | \$930 |
| 8J2GF | 8' Fiberglass | 269 lbs. | \$1,092 |



| |
|-------|
| Brown |
| Cedar |
| Gray |

| | | | |
|---------|---------------------|----------|---------|
| 6J2CRPP | 6' Recycled Plastic | 328 lbs. | \$819 |
| 8J2CRPP | 8' Recycled Plastic | 418 lbs. | \$1,000 |

Website: summitsupplycolo.com
E-Mail: info@summitsupplycolo.com

SUMMIT SUPPLY
5092 County Road 302
Durango, Colorado 81303

800-526-0116
Local (970) 247-8858 Fax: (970) 247-1371

81

2 FOR U

FREE BONUS: Additional 2% off all online orders you place today! Details

BSN SPORTS
COLLEGIATE PACIFIC

CHECKOUT \$0.00 (0 I

Search by item # or key

HOME | HELP | YOUR ACCOUNT | ORDER TRACKING | QUICK ORDER

Sign in | New Guest?

DO YOU HAVE A CERTIFICATE?

APPLY PROGRAM ID

HOME » SEARCH RESULT (PICNIC TABLES+) » FACILITIES MANAGEMENT » OUTDOOR
EXTRA RUGGED PICNIC TABLE 6' ALUMINUM



2% OFF

Congratulations, this item qualified for an additional 2% d

Extra Rugged Picnic Table 6' Aluminum

Item No: NEC62AXX

Suggested Retail:\$889.99

Discount Catalog Price: \$699.99

YOUR PROMOTIONAL PRICE:

\$685.99 EA

Savings: \$14.00 (2.00%)

Enter Color:

Qty: 1

ADD TO CART

Product Tools:

[View Larger Image](#)

[Email This Product To A Friend](#)

Browse Category:

◀ 9 of 16 ▶

Product Details:

HEAVY-DUTY AT A REASONABLE PRICE!

These popular tables are made with 2-3/8 " high strength for greater resistance to vandalism and years of service. E bolted together for increased stability. Cross braces are 1-galvanized tube and seat brackets are 10 gauge galvanized as frame set only or complete with your choice of (2" x 10

Features:

- Aluminum will last longer than wood.
- For areas where you need an extra heavy duty table.

Availability:

IN STOCK DS

DELIVERS 09/14/2009

Shipping Info:

This product ships by truck. Cannot be shipped to a PO B address.

Guarantee Info:

1 YR Guarantee See Details

TO: Town Board

FROM: William A. Kohbarger, Pahrump Town Manager
Matt Luis, Buildings & Grounds Manager
Richard Foster, Chair, Parks and Recreation Advisory Board

DATE: 07-20-09

RE: Approval to purchase Sail type fabric shade structure (Simkins Park)

1.) Background

Great Western Park& Playground and Sun Port/ USA Shade are the two top distributors of Fabric Shade Structures in this region. Sun Port is the company that did the shade structures that you might have notice at the schools in Pahrump. The town's playground equipment is much taller then the school's playground equipment and that makes that type of structure too costly even if piggy backed on Clark County School District contract. The Sail type shade structure does not cover the playground 100 percent but most is covered as the sun travels though the day. Another plus to having three sail system if one sail is damage by Mother Nature, or due to vandalism, you can replace just that sail.

2.) Fiscal Impact

There is no financial impact to the General Fund budget. Funding for these capital improvements at Simkins Park are being funded by a PETT Grant.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager recommends that the Town Board move to approve the purchase of a Fabric Shade Structure quote # 52169 for Simkins Park from Great Western Park & Playground in an amount not to exceed \$33,000 funded by a PETT Grant.

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

#11



Great Western Park & Playground

Taft Egan
taft@gwpark.com
Collette Young
collette@gwpark.com
Phone: 800-453-2735
Fax: 435-245-5057

Park Sail Shade Structures

Town of Pahrump
Attn: Matt Luis
100 N Highway 160
Pahrump, NV 89048
Phone: 775-727-1862
Fax: 775-727-0345
mluis@pahrumprnv.org

Quote Number: 52169
Quote Date: 5/20/2009

| Stock ID | Description | Quantity | Unit Price | Amount |
|----------|--|----------|-------------|-------------|
| SHADE | Simpkins Park - 3 Triangle Shade Sails with 5 Posts | 1 | \$17,172.00 | \$17,172.00 |
| INSTALL | Installation for Simpkins Park | 1 | \$12,720.00 | \$12,720.00 |
| ENGINEER | NV Certified Engineered Drawings | 1 | \$1,200.00 | \$1,200.00 |
| SHADE | Petrack Park Younger Kids - 1 Hypar with Attached Triangle Sail with 5 Posts | 1 | \$13,149.00 | \$13,149.00 |
| INSTALL | Installation for Petrack Park Younger Kids | 1 | \$9,740.00 | \$9,740.00 |
| ENGINEER | NV Certified Engineered Drawings | 1 | \$1,200.00 | \$1,200.00 |
| SHADE | Petrack Park Older Kids - Double Hypar Shade Sails with 6 Posts | 1 | \$19,332.00 | \$19,332.00 |
| INSTALL | Installation for Petrack Park Older Kids | 1 | \$14,320.00 | \$14,320.00 |
| ENGINEER | NV Certified Engineered Drawings | 1 | \$1,200.00 | \$1,200.00 |
| SHADE | Honeysuckle Park Large Playground - 1 Hypar Shade Sail with 2 Triangles Attached with 6 Posts | 1 | \$18,495.00 | \$18,495.00 |
| INSTALL | Installation for Honeysuckle Park Playground | 1 | \$13,700.00 | \$13,700.00 |
| ENGINEER | NV Certified Engineered Drawings | 1 | \$1,200.00 | \$1,200.00 |
| SHADE | Honeysuckle Park Small Playground - 3 Triangle Shade Sails with 5 Posts | 1 | \$13,474.00 | \$13,474.00 |
| INSTALL | Installations for Honeysuckle Park Small Playground | 1 | \$9,980.00 | \$9,980.00 |
| ENGINEER | NV Certified Engineered Drawings | 1 | \$1,200.00 | \$1,200.00 |
| SHADE | 3 Bay Swing Set - Double Hypar Shade Sail with 6 Posts | 1 | \$12,488.00 | \$12,488.00 |
| INSTALL | Installation for 3 Bay Swing Set | 1 | \$9,250.00 | \$9,250.00 |
| ENGINEER | NV Certified Engineered Drawings | 1 | \$1,200.00 | \$1,200.00 |

TOTAL \$ 310,920.00

* ALL PRICES INCLUDE FREIGHT TO DELIVER THE PRODUCT FROM THE MANUFACTURER TO THE CUSTOMER. **

SubTotal: \$171,020.00
Total Amount: \$171,020.00

Installation will be a separate contract with Evans Recreation Installations. Please contact Doug Evans at 702.271.8170 to make this arrangement.

****Note: If you are issuing a P.O. please make it payable to Great Western Park & Playground, Inc.****

Payment Options

Credit Card Orders - Visa or Mastercard

Cash or Check Orders - Please make check out to Great Western Park & Playground, Inc.

This quotation is subject to policies in the current product catalog used to develop this quote and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to Great Western. Kindly issue one order for the equipment and a separate order for

Custom Canopies Intl. Inc.

Great Western Park and Playground

"SAFEST UNDER THE SUN"

Taft Egan 1-800-453-2735

STANDARD SHADE SAIL & SHADE STRUCTURE SPECIFICATIONS

Quality assurance

The steel frame and concrete foundations for the shade structures or shade sails shall be designed by an engineer licensed in the state of Nevada.

The steel frames and related concrete foundations for the shade structure shall be designed in conformance with the 2001 Uniform Building Code as follows:

Wind Design Speed: 60 to 90 miles per hour per local requirement.

Materials

Steel:

All carbon structural steel shall be ASTM A-36, except steel pipe columns, which shall be ASTM A-53, grade B, unless otherwise noted.

Tensioning cable & hardware:

Shall conform to ASTM A-603.

Steel cable is determined based on calculated engineering load.

Shade structure fabric shall meet the following list of requirements:

High-density polyethylene to block out 90% of ultra violet rays.

Monofilament and tape construction giving a stable material.

Fading: minimum fading allowed after 5 years.

All corners shall be strengthened with 15 oz non-tear vinyl material.

Thread:

Shall be high density, low shrinkage, abrasion resistant, UV radiation immune, unaffected by cleaning agents, acid rain, mildew, chlorine, saltwater, and industrial pollutants.

Coatings

Non-galvanized steel

Where size of structure or determined loads require larger structural steel members or greater than 7 gauge thickness, carbon steel may be substituted. Cleaning and coating of carbon steel shall conform to the following:

Iron phosphate rinse to create a conversion layer on the steel.

Prebake in oven at 350-400 degrees to burn off additional contaminants.

Powdercoat with a TGIC polyester powder top coat.

Pre-galvanized steel

Steel already has a triple layer of zinc protection with a polymer clear coat, which acts as a primer.

Prebake in oven at 350-400 degrees to burn off additional contaminants.
Powdercoat with a TGIC polyester powder top coat.

Warranty

The structural integrity of the steel shall be warranted for twenty (20) years.

The fabric and sewn composite shade covering shall have a pro-rated warranty of ten (10) years. .

The product, when used in its designed capacity, will be guaranteed for a period of 5 (five) years from original installation against:

The steel frame corroding or deteriorating under normal conditions.
The steel frame from deteriorating from faulty workmanship.
Inappropriate design of supporting structure.

PROPOSAL

Corporate Mailing Address:
 P.O. Box 560168
 Dallas, TX 75356-0168
 (800) 966-5005



A Brand of USA Shade & Fabric Structures, Inc.

Remittance address:
 USA Shade & Fabric Structures, Inc.
 P.O. Box 678420
 Dallas, TX 75267-8420

PRICING DETAILS

| Accessories / Miscellaneous | | | |
|---------------------------------|-------|---------------------|---|
| QTY | ITEM | DETAILS | COST |
| | | | |
| Total for Access./ Misc. Items: | | | \$ 0 |
| Structure/s Cost | | Included | PAYMENT TERMS |
| Accessories/Miscellaneous | | 0 | |
| Shipping/Handling | | Included | (1) Upon acceptance of the agreement (Deposit) \$ 12,929.59 |
| | | | (2) Upon delivery by Sun Port s |
| | | | (3) Upon completion of assembly / installation \$38,788.79 |
| Sales Tax | 7.75% | Included | (4) Other (specify): |
| Assembly / Installation | | Included | NOTES: |
| Engineering | | Included | |
| TOTAL PRICE | | \$ 51,718.38 | |

1. Pricing per Clark County School District Contract.
2. Structure Details : Structure to be (1) Model # 70-70 Super Span unit at 60' x 60' x 16'E 4-Post unit per site survey.

GENERAL SCOPE OF WORK

PERMIT REQUIREMENTS

ASSEMBLY REQUIREMENTS

| YES | NO | | YES | NO | |
|-------------------------------------|-------------------------------------|--|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchaser is responsible for Permit Submittal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Underground obstacles |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | USA Shade is responsible for Permit Submittal. (If required.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Dirt Removal |
| ENGINEERING REQUIREMENTS | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Soil Tests |
| Building Code | | IBC 2006 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Concrete Cutting |
| Type of drawings | | Eng. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Concrete Truck Access - Close |
| # of sealed drawings | | 5 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Fencing |
| Calculations Required | | 5 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Special Inspection |
| Notes: | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Permits (see Permit Requirements) |
| | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Prevailing Wages & Certified Payroll |
| | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Union Wages |
| | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Removal of existing structure or poles |
| | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Curb Repair |
| | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Landscaping / Playground Surface Repair |
| | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Electrical hook-up or trenching |
| | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Site Plan Approval |
| | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Site Survey |
| | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Bobcat Access |
| | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Liquidated Damages |
| | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Anchor Bolts Included |

PRICING INCLUDES

| YES | NO | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Assembly / Installation |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Shipping and Handling |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | NV Sealed Engineered Drawings |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Sales Tax |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Permit Submittal (If required) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Permit fees |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Accessories |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Footings for all posts / columns |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Payment and Performance Bonds |

PROPOSAL

Corporate Mailing Address:
 P.O. Box 560168
 Dallas, TX 75356-0168
 (800) 966-5005

USASHADE
 & Fabric Structures, Inc.

SunPorts

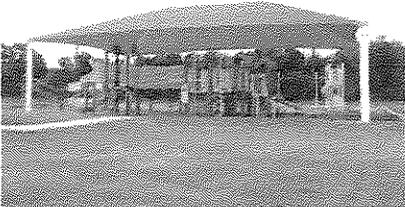
A Brand of USA Shade & Fabric Structures, Inc.

Remittance address:
 USA Shade & Fabric Structures, Inc.
 P.O. Box 678420
 Dallas, TX 75267-8420

This is a legal agreement – Please read carefully. Complete and initial all pages

| | | |
|---|--|--|
| Purchaser: Town Of Pahrump | Date: June 5, 2009 | Sales Rep: Robert Leonard |
| Contact: Matt Luis | PO Number: | Phone: (702) 227-5273 |
| Phone: 775-764-0436 | Quote No.: RL-060509 - B | Email: rleonard@usa-shade.com |
| Billing Information: | Shipping Information: | Jobsite Information (including site name): |
| Town Of Pahrump 400 North Highway 160 Pahrump, NV 89060 | Sun Ports 6225 So. Valley View Blvd., Ste. 1 Las Vegas, NV 89118 | Simpkins Park (Large Play Set) Pahrump , NV |
| Contact: Matt Luis | Contact: Bill Dixon | Contact: Matt Luis |
| Phone: 775-764-0436 | Phone: 702-227-5273 | Phone: 775-764-0436 |
| Fax: | Fax: | Fax: |
| Email: mluis@pahrumprnv.org | Email: | Email: |

STRUCTURE PRICING

| QTY | DESCRIPTION | DETAILS | PRICE |
|-----|--|---|--------------|
| (1) | <p>Super Span Shade Structure</p>  | <p>Model # 70 - 70</p> <p>Fabric Type Shadesure® HDPE</p> <p>Fabric Color TBD</p> <p>Steel Color TBD</p> <p>Post Attachment Method Recessed Plate</p> <p>Entry Height 16'</p> <p>Wind load 90MPH</p> <p>Snow load 5Lbs/Sft</p> <p>Note: Clark County School Contract (Piggyback)</p> | \$ 51,718.38 |
| | | | |

PROPOSAL

Corporate Mailing Address:
 P.O. Box 560168
 Dallas, TX 75356-0168
 (800) 966-5005



SunPorts

A Brand of USA Shade & Fabric Structures, Inc.

Remittance address:
 USA Shade & Fabric Structures, Inc.
 P.O. Box 678420
 Dallas, TX 75267-8420

Accessories / Miscellaneous

| QTY | ITEM | DETAILS | COST |
|----------------------------------|------|--------------------|---|
| | | | |
| Total for Access. / Misc. Items: | | | \$ 0 |
| Structure/s Cost | | Included | PAYMENT TERMS: |
| Accessories/Miscellaneous | | 0 | |
| Shipping/Handling | | Included | (1) Upon acceptance of the agreement (Deposit) \$ 11,432.60 |
| Sales Tax 7.75% | | Included | (2) Upon completion of assembly / installation \$34,297.80 |
| Assembly / Installation | | Included | NOTES: |
| Engineering | | na | |
| TOTAL PRICE | | \$45,730.40 | 1. If permitting is required add \$4,000 to the Total Price for permit submittal and wet-stamped engineering drawings. Permit Fees, if required, are extra. |

GENERAL SCOPE OF WORK

PERMIT REQUIREMENTS

ASSEMBLY REQUIREMENTS

| YES | NO | | YES | NO | |
|---|-------------------------------------|---|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Purchaser is responsible for Permit Submittal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Underground obstacles |
| <input type="checkbox"/> | <input type="checkbox"/> | USA Shade is responsible for Permit Submittal. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Dirt Removal |
| ENGINEERING REQUIREMENTS | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Soil Tests |
| | | Building Code IBC 2006 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Concrete Cutting |
| | | Type of drawings | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Concrete Truck Access - Close |
| | | # of sealed drawings 0 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Fencing |
| | | Calculations Required 0 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Special Inspection |
| Notes: Permit requirement to be determined. | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Permits (see Permit Requirements) |
| PRICING INCLUDES | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Prevailing Wages & Certified Payroll |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Assembly / Installation | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Union Wages |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Shipping and Handling | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Removal of existing structure or poles |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | NV Sealed Engineered Drawings | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Curb Repair |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Sales Tax | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Landscaping / Playground Surface Repair |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Permit Submittal (If required add \$2,000.00) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Electrical hook-up or trenching |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Permit fees | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Site Plan Approval |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Accessories | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Site Survey |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Footings for all posts / columns | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Bobcat Access |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Payment and Performance Bonds | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Liquidated Damages |
| | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Anchor Bolts Included |



Example : Mariner Hexagon Shade Structure

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
7/22/2009

DATE OF DESIRED BOARD MEETING
7/28/2009

CIRCLE ONE: Discussion, Action, Decision or Discussion Only

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision on Entering into a Communications Site Lease Agreement with GWRC-LLC to Lease and Manage the Town's TV Tower.

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

BRIEF SUMMARY OF ITEM:

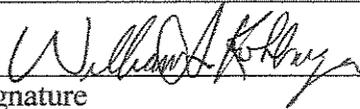
See attached Summary and a copy of the Communications Site Lease Agreement

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

Agenda Item # 12: Entering into a Communications Site Lease Agreement with GWRC-LLC to Lease and Manage the Town's TV Tower.

GWRC has offered to lease and manage the Town's new TV Tower. GWRC is the firm that oversaw the construction of the Tower. They are also the ones with the expertise on the antennas and proper operation of the Tower. This partnership will save the Town \$1,200.00 month maintenance fees and possibly even bring in revenue as high as \$1,000.00 a month. GWRC's owner, Mr. George Richardson knows other companies looking for a Tower to attach there antennas too and knows what rates can be charged plus has the experience and expertise to oversee and trouble shoot any problems that may occur on the Tower. This appears to be a win/win situation for Town. Save money while possibly creating a small revenue stream.

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

1. A proposal letter (Subject: Pahrump Tower Site Management) from Mr. George Richardson, GWRC-LLC/GWR Technologies, Inc.
2. A copy of the Communications Site Lease Agreement with attached Exhibit "A".
3. Copies of an e-mail (Dated: July 20, 2009) and a letter (Subject: Pahrump Translator Tower and Summation) giving a detailed summation of the cost savings of the New TV Tower. NOTE: Just for the record I stated we saved the Town \$36,000.00 by having the POOL/PACT pick-up the additional cost. I was wrong, the saving to the Town were only \$28,907.00.
4. A copy of the Site Rental Agreement that GWRC will be utilizing if the Town Board approves this partnership.



7216 EDNA AVE. LAS VEGAS, NV 89117
TEL.: 702-251-9690 OR 800-731-9716
FAX : 702-251-9695
Web Site: www.gwrc-llc.com Email:
sales@gwrc-llc.com

GWRC LLC.

Town of Pahrump
c/o William Charger, Town Manager
400 N. Highway 160
Pahrump, NV 89060

July 20, 2009

Subject: Pahrump Tower Site Management

Dear Bill,

The new Pahrump Translator Tower site has become a full commercial rated communications facility with it's 180' self supporting tower, industry standard grounding system and I/O port, with the already existing standby generator and automatic transfer switch. That is the reason we have so much interest from other communications operations that want to utilize these assets. When we presented the final proposal to replace the tower we were also asked to provide a maintenance proposal to insure that the site remains operational in the future. Our proposal was for \$1,200.00 per month.

A transmitter site requires regular scheduled maintenance and testing to comply with federal regulations and good engineering practice. Operating such a facility is beyond the technical knowledge and industry familiarity of the town staff. That is the reason GWRC would like to propose the following agreement and arrangement between the Town of Pahrump and our company.

GWRC is proposing to manage and operate the Pahrump Translator Site by maintaining the communications equipment and renting tower and building space to prospective clients on a monthly basis. The revenue sharing will be 40-40-20 with 40% going to the Town of Pahrump, 40% going to GWRC, and 20% going into a contingency fund for repairs and site upgrades. Here is a scope of responsibilities for both parties:

GWRC: Will manage all clients and rental contracts, (a rental agreement draft is attached). All technical and engineering issues will be handled by our staff. On a quarterly basis GWRC will provide an accounting to the town manager showing the revenue sharing, any maintenance cost and contingency funds for future repairs or upgrades

The Town of Pahrump will maintain the "Physical Plant" which includes the parameter fencing, electrical service, air conditioning, telephone service and alarm service to the site. Note: The Town's TV translators will be the largest consumer of electricity and temperature controls.

A local wideband wireless Internet provider wants to rent tower space and rack space in the building. Part of the agreement will include them providing at no cost an Internet access for the site. This will enable us to install a Web-Cam to visually monitor the site 24/7 from anywhere you have an Internet connection. This is common on most remote and local transmitter sites.

I will try and generate a draft of a contract between the Town of Pahrump and GWRC. But, the concept and standard arrangements are stated above and the town lawyers may already have a format in place..

Please let me know if you have any questions or comments.

Best regards,

George Richardson
GWRC-LLC/GWR Technologies, Inc.

COMMUNICATIONS SITE LEASE AGREEMENT

This communications site lease agreement (hereinafter referred to as the "Agreement") is made and entered into this 28th day of July, 2009, by and between GWRC-LLC, a Nevada Corporation, (hereinafter referred to as "GWRC") and TOWN OF PAHRUMP, a Nevada corporation, (hereinafter collectively referred to as "Owner").

RECITALS

- A. Owner is entitled to possession of real property located in the County of Nye, in the Town of Pahrump, State of Nevada, Assessor's Parcel Number 35-271-32 known as 771 S. Panorama Road and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property"). A portion of the Property has certain improvements thereon, for the purpose of operating telecommunications facilities (hereinafter referred to as the "Site"), as more particularly described in Exhibit "A".
- B. GWRC and Owner desire to enter into an agreement whereby GWRC shall exclusively lease the remainder of the Site (hereinafter referred to as the "Premises") for the purpose of operating additional telecommunications facilities and subleasing space on the Premises.

NOW, THEREFORE, in consideration of the above recitals and of the mutual representations, conditions, covenants, and other valuable consideration, the parties agree as follows:

AGREEMENT

1. PREMISES:

Landlord hereby rents to Tenant and Tenant hereby rents from Landlord the Premises, more particularly described as approximately 1.050 acres located at 771 S. Panorama Road, excluding the improvements located on the Site.

2. USE OF PREMISES:

Landlord hereby grants permission to Tenant exclusively to occupy and sublease the Premises to erect, repair, maintain, and operate antennas, cables, conduits, transmitters, receivers, frequencies, antennas and communication towers for communications purposes.

3. OWNER'S RESPONSIBILITIES:

3.1 Owner holds legal title to the Property. Owner shall be solely responsible for the performance and payment of all real property taxes, possessory interest taxes and personal property taxes of Owner. However, GWRC shall be responsible for any increase in property taxes based on any new improvements placed on the Site.

- 3.2 Owner shall grant GWRC, its sublessees, employees, agents, contractors, licensees a right-of-way for utilities and ingress and egress to and from the Site. GWRC shall charge each of its sublessees, which are paying in excess of \$200.00 per month for use of the site, which shall be forwarded to Owner as outlined in Section 5.2 below. In no event shall Owner be liable to GWRC or its sublessees for any interruption, change in quality or failure in the rights of access or the supply of electricity or any other utility used by GWRC or its sublessees for any cause beyond the control of Owner.
- 3.3 Owner shall use its best efforts to provide GWRC, its employees, agents, contractors, licensees, and sublessees access to the Site, 24 hours per day, 365 days per year, during the term hereof.
- 3.4 Owner shall be responsible for any fines or penalties imposed by any federal, state or county agency for any violations associated with use of the communication facilities on the Site prior to the effective date of the Agreement. After the effective date GWRC shall be responsible for any fines or penalties imposed by any federal, state or county agency for any violations associated with use of the communication facilities on the Site.

4. **TERM:**

This Agreement shall commence on the year and date first written above and shall continue for a period of 5 years ("the Initial Term") unless otherwise terminated pursuant to Section 6 hereof. This Agreement shall be automatically extended for two (2) successive 5 year periods (the "Extended Term") on the same terms and conditions as set forth herein unless otherwise terminated as provided in Section 6. If GWRC decides not to exercise the option to extend the term, GWRC shall notify Owner in writing sixty (60) days prior to expiration of the Initial Term or any Extended Term.

5. **COMPENSATION:**

- 5.1 All sublease payments for use of the Premises shall be paid directly to GWRC by its sublessees. GWRC shall post all payments in a Site General Ledger Account. GWRC shall allocate the payments as outlined in Section 5.2 below.
- 5.2 GWRC shall reimburse itself for all utility payments made. The remainder of the payments, to be known as "Gross Revenues", shall be divided as follows: forty percent (40%) to Owner, forty percent (40%) to GWRC, twenty percent (20%) to the capital improvement fund as established in Section 5.3. Payment to Owner shall be made on or before the fifteenth (15th) day of each calendar month.
- 5.3 The capital improvement fund shall be used to fund any capital improvements necessary for GWRC's operations on the Premises. Capital improvements shall include, but not be limited to, buildings, towers and utility upgrades. The installation of capital improvements shall be at the sole discretion of GWRC. If the capital improvement fund has insufficient funds to finance a necessary capital improvement, GWRC may finance the improvement with its own funds until such time as it can be reimbursed through the capital improvement fund. GWRC will

be reimbursed from the capital improvement fund for the amount advanced plus interest at the prime rate as established by Wells Fargo Bank plus two percent (2%).

5.4 GWRC shall not collect or charge any fee, rebate, discount or commission from its sublessees on the facilities without allocating the same to Owner, GWRC and the capital improvement fund.

5.5 Once capital improvements on the Premises have been paid for through reimbursement to GWRC, the Gross Revenues shall thereafter be split equally between Owner and GWRC.

5.6 Once the allocation of Gross Revenues is changed in accordance with Section 5.5, any further need for capital improvements, as determined by GWRC, shall be funded as provided in Section 5.2 above.

6. RECORDS AND REPORTS:

6.1 GWRC shall keep accurate, complete and separate records, in accordance with generally accepted accounting procedures, showing income and expenditures in connection with the operation of the Premises and the capital improvement fund providing that any accounts payable, receipts or expenditures of cash, cash, and accounts receivable relating to the Premises can be identified and the amount or value thereof determined at all times. The records called for in this paragraph shall be maintained at GWRC's normal place of business in Nevada and made available there or at a place other the GWRC's main office mutually designated and agreed upon by the parties hereto. Owner through their representatives, at Owner's own cost, shall have the right, with reasonable notice to GWRC, to inspect any record of GWRC related to the Premises which, in Owner's opinion, may verify any financial records and reports provided by GWRC to Owner, including, but not limited to, all licenses, leases, subleases or other agreements, checks, bills, vouchers, cash receipts and correspondence and all other records in connection with the use of the Premises.

6.2 At least quarterly, GWRC shall prepare and provide statements showing in detail all of the receipts and disbursements since the last reports and including an itemization of all delinquent accounts. Within ninety (90) days after the end of each calendar year during the Term or any Extended Term, GWRC shall prepare and furnish to Owner a statement summarizing Gross Revenues collected and all capital expenditures paid out of the capital improvement fund during the preceding calendar year or portion thereof.

6.3 Owner, at Owner's sole expense, shall have the right to cause an audit to be made of all accounts and records of GWRC connected with the use of the Premises. If such audit shows a deficiency of any payment due Owner, GWRC shall immediately pay the amount of such deficiency to Owner plus interest calculated at an annual rate of the prime rate as established by Wells Fargo Bank plus two percent (2%) from the date such amount should have been paid to Owner. GWRC shall reimburse Owner for the expense of such audit in the event a deficiency is found which exceeds ten percent (10%) percent of the previous years' Gross Revenues, in addition to the amount of the deficiency. The cost of

any such audit, and the liability of the audit costs to GWRC, shall not exceed Three Thousand Dollars (\$3,000.00).

7. TERMINATION:

This Agreement may be terminated under any of the following conditions:

7.1 At the expiration of the Initial Term or any Extended Term of this Agreement pursuant to Section 3 of this Agreement;

7.2 Owner may terminate this Agreement under any of the following conditions:

- A. Fifteen (15) days following notice by Owner to GWRC of Owner's determination, after reasonable investigation, that GWRC has knowingly failed to pay to Owner any amounts owing to owner under the terms of this Agreement; provided, that the notice shall specify the basis for the determination by Owner, and GWRC shall have fifteen (15) days to undertake measures reasonably likely to cure such default and if at the expiration of said fifteen (15) day period GWRC has failed to cure said default, this Agreement shall terminate;
- B. Thirty (30) days following notice By Owner to GWRC of Owner's determination, after reasonable investigation, that GWRC has failed to actively pursue and comply with the terms and conditions of the Agreement or that GWRC has otherwise materially breached the Agreement, provided that the notice shall specify the basis for owner's determination, and GWRC shall have thirty (30) days to undertake measures reasonably likely to cure such default and if, at the expiration of said thirty (30) day period, GWRC has failed to cure said default this agreement shall terminate;

7.3 GWRC may terminate this Agreement under any of the following conditions:

- A. The Premises are damaged or destroyed, in whole or in part by fire, lightning, windstorm, hail, explosion, earthquake, collapse, aircraft or other vehicular induced damage, vandalism, malicious mischief, riot, civil disturbance, or any other event of casualty, whether insured against or not, in any such case so as to render impracticable communication operations therefrom, which determination shall be in the sole discretion of GWRC. The Owner shall be the benefactor of any and all insurance payments paid to replace any and all equipment on the Tower at time of damage.
- B. The whole of the Property is taken pursuant to any eminent domain or condemnation proceeding, or such part of the Property is taken so as to render impracticable communication operations therefrom, which determination shall be in the sole discretion of GWRC.
- C. In the event the Premises are no longer viable for a communication facility for any reason, in GWRC's sole discretion, the GWRC may terminate the Agreement by giving Owner sixty (60) days advanced written notice.

8. INDEPENDENT CONTRACTOR:

The engagement provided herein is intended by GWRC and Owner to create an independent contractor relationship only. Neither party to this Agreement intends to create any joint venture, partnership or other profit sharing enterprise with the other. GWRC shall be solely responsible for the selection and assignment of its employees engaged in the performance of the Agreement, shall have complete authority and control over the performance of such employees, shall maintain all forms and make all reports under any law or regulation concerning worker's compensation, or other employment matters and shall report and pay all payroll taxes and payroll withholding as may be appropriate. All necessary consultants and experts required by GWRC to fulfill the duties of GWRC included within this Agreement shall be at the sole cost and expense of GWRC, except as otherwise provided herein.

9. INSURANCE:

9.1 During the term of this Agreement, GWRC shall provide, maintain and keep in full force and effect (i) commercial general liability insurance coverage with a combined single limit of not less than One Million Dollars (\$1,000,000.00) for bodily injury or property damage, insuring against liability arising out of GWRC's or its sublessees' use or occupancy of the Premises and the access road. Such policy or policies of insurance shall name Owner as an additional insured, and shall provide for at least thirty (30) days prior written notice of cancellation to Owner; and (ii) workers' compensation and employer's liability insurance as required by laws of the State of Nevada.

9.2 GWRC shall provide Owner with a certificate or certificates of insurance evidencing the insurance required by this Section 9 on or about the commencement of this Agreement and promptly upon the request of Owner thereafter.

9.3 GWRC shall require its sublessees to name Owner as an additional insured on any policies of insurance required by GWRC.

10. INDEMNITY AND HOLD HARMLESS:

10.1 GWRC shall indemnify and hold harmless Owner, and its agents, employees, partners, shareholders, officers, directors, invitees, and independent contractors against and from any and all claims, liabilities, judgments, costs, demands, causes of action and expenses (including, without limitation, reasonable attorneys' fees) arising from GWRC's use of the Premises or from any activity done, permitted or suffered by GWRC in or about the Premises, including activities by any users of the Premises after execution of this Agreement. If any action or proceeding is brought against Owner by reason of any such claims, liabilities, judgments, costs, demands, causes of action and expenses, upon notice from Owner, GWRC shall defend the same at GWRC's expense for all costs and attorney fees by counsel reasonably satisfactory to Owner.

10.2 Owner shall indemnify and hold harmless GWRC, and its agents, employees, partners, shareholders, officers, directors, invitees, and independent contractors against and from any and all claims, liabilities, judgments, costs, demands, causes of action and expenses (including, without limitation, reasonable attorneys' fees) arising from Owner's use of the Property, from any activity done, permitted or suffered by Owners in or about the Property and from any activity of Owner's tenants on the Site. If any action or proceeding is brought against GWRC by reason of any such claims, liabilities, judgments, costs, demands, causes of action and expenses upon notice for GWRC, Owner shall defend the same at Owner's expense by counsel reasonably satisfactory to both GWRC and Owner.

The obligations of GWRC and Owner under this Section shall survive any termination of the Agreement.

11. IMPROVEMENTS:

All improvements, construction or additions to the Premises and all costs for said improvements, construction or additions shall be the sole responsibility of GWRC or its sublessees. Costs for such improvements shall be recovered by GWRC pursuant to section 5.2 of this Agreement. Upon termination, GWRC shall have no rights to such improvements, construction or additions. However, if GWRC has not been reimbursed for any capital improvements to the Premises pursuant to Section 5.3 upon terminated of the Agreement for any reason, Owner shall reimburse GWRC for such improvements within 30 days of termination of the Agreement. Such reimbursement shall include interest at the prime rate as established by Wells Fargo Bank plus two percent (2%).

12. UTILITIES:

GWRC shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Such payments shall be deducted from Gross Revenues as defined in Section 5.2. GWRC and its sublessees shall have the right to draw electricity and other utilities from the existing utilities to the extent available on the Site or to obtain separate utility service from any utility company that will provide service to the Premises.

GWRC acknowledges that the Site is located and operated in a commercial environment, that electrical power is subject to casualties beyond the control of Owner, including without limitation fire, earthquake, storm, malicious mischief, and vandalism, and therefore agrees that nothing set forth herein shall be deemed or constructed to constitute a warranty by Owner of the continuous availability of electricity to the Premises or GWRC.

GWRC hereby releases Owner from, and agrees to defend (with counsel chosen by Owner), indemnify, and hold owner harmless from and against, any and all claims of

whatsoever kind or character arising in any way out of an interruption of electrical service to the Premises and/or to GWRC. WAIVER OF CIVIL CODE SECTION 1542. GWRC hereby fully and forever waives the application and benefits of Nevada Civil Code Section 1542 and hereby verifies that it has read and understands the following provisions of Nevada Civil Code Section 1542:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

and indicates that fact by initializing this Agreement at the space provided below.

GWRC: _____

13. COMPLIANCE WITH GOVERNMENTAL REGULATIONS:

GWRC and its sublessees shall, at their expense, faithfully observe and comply with all Municipal, State and Federal statutes, rules, regulations, ordinances, requirements, and orders (collectively referred to as "Rules"), now in force or which may hereafter be in force pertaining to the Premises or GWRC's and its sublessees' use thereof. The judgment of any court or competent jurisdiction, or the admission of GWRC in any action or proceeding against GWRC, whether Owner be a party thereto or not, that GWRC has violated any Rules shall be conclusive proof of that fact as between Owner and GWRC.

14. STANDARDS AND INTERFERENCE:

GWRC agrees to install, maintain and operate its electronic equipment in accordance with the highest engineering standards prevailing in the communications industry and to require the same of its sublessees. In the event GWRC, from engineering or any other cause reasonably within the control of GWRC, hinders, interferes with or obstructs radio or electronic equipment presently or hereafter operated by the Owner's other users of the Site, GWRC shall, at GWRC's sole cost and expense, forthwith cease to do the same and/or immediately make necessary corrections to eliminate the interference. If such hindrance, interference or obstruction is not eliminated and does not fully cease within thirty (30) days after receipt by GWRC of notification from Owner of the existence thereof, the GWRC agrees to immediately cease those operations in the Site which cause such hindrance, interference, or obstruction and those operations shall be prohibited until such time as corrective measures have been effected.

15. ASSIGNMENT:

GWRC shall have the right to assign this Agreement to i) any parent, subsidiary or affiliate of GWRC; ii) any person, firm or corporation which shall be controlled by,

under the control of, or under common control with GWRC; or iii) any trust created by GWRC, without Owner's consent. Owner shall have the right to assign this Agreement to i) any parent, subsidiary or affiliate of Owner; ii) any person, firm or corporation which shall be controlled by, under the control of, or under common control with Owner; or iii) any trust created by Owner, without GWRC's consent. Any other assignment of this Agreement by either party shall require the prior written consent of the other, which shall not be unreasonably withheld. The rights and obligations under such assignment shall be outlined in an assignment and assumption agreement by GWRC, Owner and any assignee. Without a properly executed assignment and assumption agreement, the assignor shall remain secondarily liable under this Agreement as if the assignment never occurred. This Agreement shall inure to the benefit and be binding on the permitted successors and assigns of the respective parties hereof. If Owner sells, assigns, or hypothecates its interest in the Site, Owner shall immediately notify GWRC of such change in ownership evidenced by a Grant Deed or such other evidence of ownership change.

16. GOVERNING LAW:

This Agreement and the rights and obligations contained herein shall be governed by the provisions of Nevada law.

17. DISPOSITION OF PROPERTY; ATTORNMENT:

Should owner at any time during the term of this Agreement sell, transfer, lease, sublease or otherwise convey any interest in the Property (except the Premises), Owner shall receive to itself and GWRC an easement on and across such part of the Property as is conveyed for the purpose of accessing the Premises and utilities, and shall reserve such easement(s) in the same or substantially similar areas where GWRC had been making such use of the Premises and/or the Property prior to such conveyance. In addition, Owner, to the extent reasonably possible, agrees to cause the holder of any deed of trust or other security interest in the Property as of the date hereof to recognize and not disturb GWRC's interest in this Agreement in the event such holder should foreclose under any such deed of trust or security, provided, GWRC is in compliance with all of its material obligations hereunder and agrees to attorn to such holder.

18. NOTICES:

Any notice or demand required or permitted to be made under the provisions of the Agreement or otherwise by law may be given wither personally or by certified mail addressed to the parties address set forth below or as may hereafter be designated.

OWNER: Town of Pahrump

GWRC:

George Richardson
GWRC-LLC
Las Vegas, NV 89117
Telephone: (702)

With a Courtesy Copy to:

19. WAIVER AND AMENDMENT:

Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

20. SEVERABILITY:

If any provision of the Agreement or the application thereof to any party or circumstance shall, to any extent, be unenforceable, the remaining provisions of this Agreement, or the application of such provision to parties or circumstances other than those as to which it is held unenforceable, shall not be affected thereby, and each provision of the Agreement shall be valid and enforced to the extent permitted by law.

21. TIME:

Time is of the essence with respect to the Agreement.

22. ENTIRE AGREEMENT:

This Agreement and the exhibits attached hereto constitute the entire understanding between the parties with respect to the matters set forth herein and shall supersede all prior marketing and management understandings or agreements between the parties, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this agreement at the place and as of the date first appearing above.

OWNER:

The Town of Pahrump
a Nevada unincorporated
Town Organization Under
The Laws of Nevada

By: _____
Nicole Shupp, Chairman
Pahrump Town Board

Date: _____

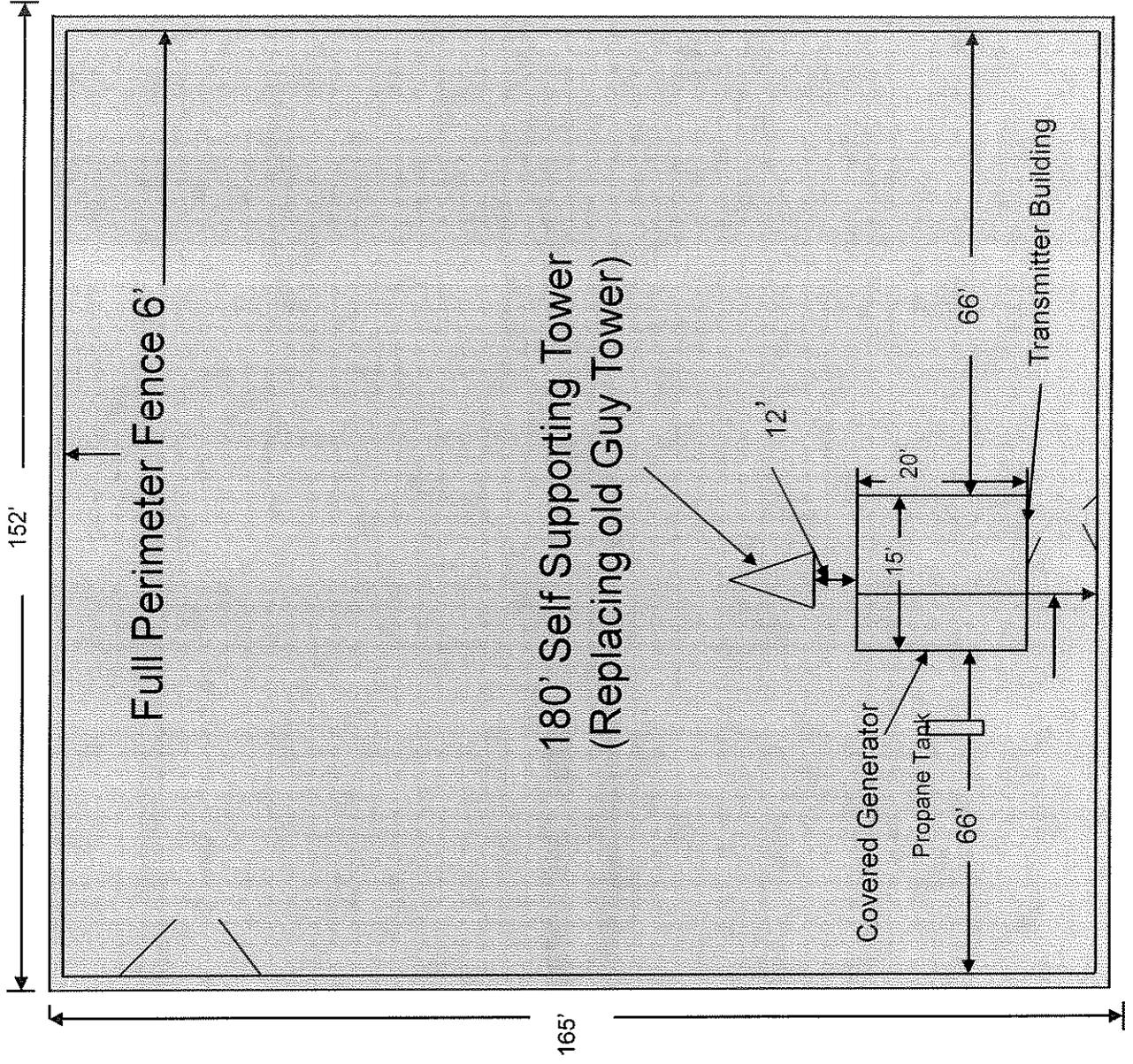
GWRC:

GWRC-LLC
a Nevada Corporation

By: _____
George Richardson, Senior Partner

Date: _____

EXHIBIT A: Town of Pahrump Translator site 035-271-32



William Kohbarger

From: George Richardson [grichardson@gwrc-llc.com]
Sent: Monday, July 20, 2009 9:52 PM
To: William Kohbarger
Cc: fmaurizio@pahrumprnv.org; Matt Luis
Subject: Town of Pahrump Tower Finances & Maintenance
Attachments: Pahrump.Tower.Summation.7.20.2009.doc; Pahrump.Tower.Site Maintenance.Proposal.7.20.2009.doc; Pahrump.Site.Rental.Agreement.Draft.7.6.2009.doc

Hi Bill,

Attached is a summation of the extras that were added to the tower installation. They represent \$30,000 that was covered in full by the insurance pool, thanks to you working with Wayne Carlson. This really made the site a commercial standard facility.

I have also attached a letter of proposal for GWRC managing the communications site with suggestions and scope of responsibility of both parties. I will try and create a draft of contract in time for the board meeting on July 28th that you asked me to attend.

The rental agreement draft that I sent earlier that we would use for renters is also attached.

Sorry, but because of my untimely hospital stay and on-going home care issue, I'm backlogged with paperwork on pending projects at UNLV and the local PBS station.

Best regards,

George

GWRC-LLC
7216 Edna Ave.
Las Vegas, NV 89117-3010
Tel: 702-251-9690
Fax: 702-251-9695
sales@gwrc-llc.com
www.gwrc-llc.com



7216 EDNA AVE. LAS VEGAS, NV 89117
TEL.: 702-251-9690 OR 800-731-9716
FAX : 702-251-9695
Web Site: www.gwrc-llc.com Email:
sales@gwrc-llc.com

GWRC LLC.

Town of Pahrump
c/o William Kohbarger, Town Manager
400 N. Highway 160
Pahrump, NV 89060

July 20, 2009

Subject: Pahrump Translator Tower and Summation

Dear Bill,

It may have taken a long time but at least we did not make the two year anniversary of the tower falling down without a replacement.

The bottom line is that the new tower and translators are up and running. There are a few Minor adjustments and testing the transfer switch for the standby generator and connecting the alarm system for notification of system problems.

Here is a summation of what major components and hardware that was upgraded due to the guy tower failure.

1. The old tower was a guy tower with marginal spacing on guy anchors. The new tower is a self supporting tower designed for more wind load than the previous tower. In addition we had Nevada Geotech perform soil and core testing that was provided to the tower manufacturer. Of course there was an increase in cost from guyed to self supporting and engineering of \$17,657.00
2. There was an unorthodox ground system on the old tower, only three closely spaced eight foot ground rods in dry soil. We installed an industry standard hallow ground system that surrounds over 500 square feet of ground area with .5 ohm impedance. This represented an increase cost of \$5,750.00
3. In addition we found that the town had purchased a beacon system and controller probably in 1990. By adding the 100' dual side lights and cabling to the alarm system from the beacon controller, it is now meets F.A.A. standards. The total cost off this last minute add-on upgrade was \$2,500.00
4. Due to the fact that local channel 41 is even more a source of major interference than 18 months ago. We had to special order and install filters on the Mt. Potosi antennas. The additional of this hardware and work was \$3,000.00.
5. The total upgrade of the above items is \$28,907.00. However, we discovered almost o late that PBS had sold off their ITFS microwave license which meant we could eliminate the transmit antenna and 6' microwave dish pointed at Mt. Potosi. This gives us more rentable tower space on the tower and a savings of about \$10,689.00.
6. Fortunately, the "Nevada Public Agency Insurance Pool" agreed to cover all the cost including the upgrade saving the Town of Pahrump almost \$30,000.

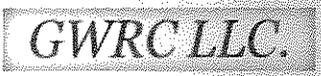
So there is a very happy ending to this long term project. In addition we have request from a few commercial and non-commercial groups that want to rent space on the tower and in the building. We will address this issue in a separate proposal.

Best regards,

George Richardson
President



7216 EDNA AVE. LAS VEGAS, NV 89117
 TEL.: 702-251-9690 OR 800-731-9716
 FAX : 702-251-9695
 Web Site: www.gwrc-llc.com Email:
 sales@gwrc-llc.com



SITE RENTAL AGREEMENT

SITE: PAHRUMP TRANSLATOR TOWER

THIS SITE RENTAL AGREEMENT, hereinafter referred to as "Agreement," is made and entered into by and between GWRC-LLC, a Nevada corporation, hereinafter referred to as "Pahrump Site Manager", (PSM) and, _____ with offices located at _____ hereinafter referred to as "Tenant."

RECITALS

1. PSM is entitled to possession of a certain parcel of unimproved real property used for communications located at 771 S. Panorama Road, Pahrump (the "Site") and more particularly described in Exhibit "A" which is attached hereto and incorporated herein by this reference.

2. Tenant desires to use a portion of the Site for the purposes of radio frequency communications for _____ Services

NOW, THEREFORE, as full and complete consideration of the covenants and agreements hereinafter set forth, PSM and Tenant agree as follows:

AGREEMENT

A. **PREMISES:** PSM hereby rents to Tenant and Tenant hereby rents from PSM, that portion of the Site, as described in Exhibit "A&B" (the "Premises") which is attached hereto and incorporated herein by this reference.

B. **USE OF PREMISES:**

1. **Permitted Uses.** PSM hereby grants permission to Tenant to occupy the Premises for following purpose,

2. **Site Facilities.** The Site will house equipment necessary for Tenant's operations. An emergency generator may be available in the event of a power failure, but PSM neither guarantees nor warrants its availability or operation. For the purposes of this Agreement, the transmission tower and all of PSM's equipment, building, generator, cables, wires, antennas, microwave dishes, and accessories shall hereinafter collectively be referred to as "PSM's Equipment". Tenant's use of PSM's Equipment shall not unreasonably interfere with any of PSM's existing lessees ("Existing Tenants") who operate communications facilities at or near the Premises, provided that when unreasonable interference does occur, Tenant, at Tenant's expense, shall work with PSM to minimize any unreasonable interference caused by Tenant's transmission operations. Equipment necessary for Tenant's operations shall be installed, constructed, operated and maintained by Tenant at Tenant's sole cost and expense, following PSM's obtaining all appropriate permits to install, construct and commence operations of Tenant from any public agency having jurisdiction over the issuance of permits related to Tenant's operations.

3. **Compliance with Governmental Regulations.** Tenant shall, at Tenant's expense, faithfully observe and comply with all Municipal, State and Federal statutes, rules, regulations, ordinances, requirements, and orders (collectively referred to as "Rules"), now in force or which may hereafter be in force pertaining to the Premises or Tenant's use thereof. The judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether PSM be a party thereto or not, that Tenant has violated any Rules shall be conclusive proof of that fact as between PSM and Tenant.

4. **Installation Scheduling.** Tenant shall advise PSM of all installation activities on the Premises in advance of any installation by providing Tenant's schedule for any improvements placed on the Premises.

C. **TERM:**

1. **Term.** The Term ("Term") of this Agreement shall be for one year, and shall commence on _____, and shall terminate on _____, unless sooner terminated as provided herein.

2. **Extended Terms.** Tenant is granted the option, at its sole discretion, to extend the Term of this Agreement for _____ additional periods of _____ years each (the "Extended Term"), provided Tenant has abided by the terms and conditions of this Agreement and is not in default hereunder either at the time of exercise or at the time the Extended Term commences. If Tenant should decide to exercise Tenant's option to extend, Tenant shall give written notice thereof to PSM at least 14 days before expiration of the Term.

D. **RENT:**

1. **Rent.** Tenant agrees to pay PSM, as Rent for the Premises, monthly installments of _____ in advance on or before the first day of each and every calendar month during the Term to the party and at the address designated in Section H.

2. **Rent Adjustment.** The amount of Rent payable hereunder will be adjusted ("Adjusted Rent") annually, on the "Adjustment Date", commencing with the first annual anniversary date (twelve [12] months after the commencement date of the Term) and thereafter on each annual anniversary date of the commencement date during the Term, and any Extended Term. The Adjusted Rent shall be increased on the Adjustment Date in the amount of four percent (4%) of the previous year's Rent.

4 **Activation Payment.** Concurrently with Tenant's execution of the Agreement, Tenant shall pay to PSM the amount of \$ _____ for purposes of initiating the occupancy of the Premises and activation of the facilities for Tenant's operations.

5. **Approved Installer.** Tenant shall only use an installer approved in

advance by PSM in writing.

E. **ACCESS:** Tenant shall have access to and from the Premises for the purpose of construction, installation, operation, maintenance and removal of any of Tenant's equipment. The access includes ingress and egress over existing roads, parking lots, and or any roads that may be established by Tenant at Tenant's sole cost and expense with Landlord's consent. Tenant agrees to keep any access gates or doors locked at all times. Upon termination of this Agreement, Tenant shall promptly return all keys provided for Access to the Site.

F. **UTILITIES:** PSM shall pay for propane costs. Tenant shall pay for all electrical cost relating to the operations of their equipment. Initial electrical costs will be an estimated cost given by the Tenant to the PSM upon the execution of this Agreement to be paid in the same manner as Rent pursuant to Section D (1) of this Agreement. Within the first six (6) months of the Term and then yearly thereafter for the Term and any Extended Term, the Tenant's equipment will be audited for electrical usage (for a period of at least thirty (30) days and not more than sixty (60) days to determine the average use of Tenant. This audited usage will be used to recalculate and amend Tenant's electrical costs. (Example for a thirty (30) day usage period: 343 kwh X current rate at .11 per kwh = \$ 37.73). Upon determination of the actual average usage, Tenant shall be notified of the cost of its actual usage and that amount shall be payable with the next monthly Rent payment and thereafter in accordance with Section D(1) of this Agreement. Tenant or Landlord shall reimburse the other for any deficiencies or overages in the amounts paid by Tenant within thirty (30) days of the notice of the actual usage. Tenant shall be solely responsible for and promptly pay all charges for any telephone service and any other utility other than gas used or consumed by Tenant on the Premises.
Estimated monthly utility cost: \$

G. **HOLDING OVER:** Should Tenant, with PSM's written consent, remain on the Premises, or any portion thereof, after the date upon which the Premises is to be surrendered, Tenant shall become a tenant on a month-to-month basis upon all the terms, covenants and conditions of this Agreement. During any such month-to-month tenancy, Tenant shall pay monthly rent in the amount which was payable by Tenant during the immediately preceding month, subject to any rent adjustments as provided in the Agreement. Nothing in this Section is to be construed as consent by PSM to the occupancy or possession of the Premises by Tenant after the expiration of the term.

H. **NOTICE:** Any notice, request, demand, instruction or other communication to be given to either party hereunder shall be in writing and shall either be: (a) hand-delivered; (b) sent by Federal Express or a comparable overnight mail service; (c) mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; or (d) sent by telephone facsimile transmission provided that an original copy of the transmission shall be mailed by regular mail, to PSM and Tenant at their respective addresses set forth below. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. The addresses for the purpose of this section may be changed by giving notice. Unless and until such written notice is received, the last addressee and address

stated shall be considered in effect for all purposes hereunder.

Pahrump Site Manager, (PSM):
GWRC-LLC
7216 Edna Ave.
Las Vegas, NV 89117
Attn: George Richardson
Tel: (702) 251-9690 or
(800) 731-9716
Fax: (702) 251-9695

Tenant:

With a Courtesy Copy to:
Town of Pahrump
400 North Hyw. 160
Pahrump, NV 89060
Attn: William Kohbarger
Tel: (775) 727-5107 ext. 305
Fax: (775) 727-0345

I. LIABILITY AND INDEMNITY:

1. Of PSM. Tenant shall indemnify and hold harmless PSM and Town of Pahrump, and its agents, employees, partners, shareholders, officers, directors, invitees, and independent contractors (collectively "Agents") of PSM against and from any and all claims, liabilities, judgments, costs, demands, causes of action and expenses (including, without limitation, reasonable attorney's fees) arising from Tenant's use of the Premises or from any activity done, permitted or suffered by Tenant in or about the Premises. If any action or proceeding is brought against PSM by reason of any such claim, upon notice from PSM, Tenant shall defend the same at Tenant's expense by counsel reasonably satisfactory to PSM.

2. Of Tenant. PSM shall indemnify and hold harmless Tenant, and its agents, employees, partners, shareholders, officers, directors, invitees, and independent contractors (collectively "Agents") of Tenant against and from any and all claims, liabilities, judgments, costs, demands, causes of action and expenses (including, without limitation, reasonable attorneys' fees) arising from PSM's use of the Premises or from any activity done, permitted or suffered by PSM in or about the Premises. If any action or proceeding is brought against Tenant by reason of any such claim, upon notice from Tenant, PSM shall defend the same at PSM's expense by counsel reasonably satisfactory to both Tenant and PSM. The obligations of Tenant and PSM under this Section I. shall survive any termination of this Agreement.

J. SURRENDER: Tenant agrees that on the last day of the Term, or Extended Term, Tenant shall surrender and vacate the Premises in good condition and

repair (damage by Acts of God, fire, and normal wear and tear excepted). All property of Tenant not so removed in thirty (30) days, unless such non-removal is consented to by PSM in writing, shall be deemed abandoned by Tenant, provided that in such event Tenant shall remain liable to PSM for all reasonable costs incurred in storing and disposing of such abandoned property of Tenant. The obligations herein shall survive the termination of the Agreement.

K. **MAINTENANCE OF PREMISES:** Throughout the Term, or any Extended Term, Tenant shall, at its sole expense, keep and maintain the Premises in good order, condition and repair. Tenant shall not do anything to cause any damage to the Site.

L. **TENANT'S TERMINATION:** Tenant shall have the right to terminate this Agreement at any time upon providing PSM sixty (60) days written notice for any reason or no reason. Should Tenant terminate pursuant to this provision, Tenant's termination shall be subject to the surrender provisions set out above, as if it were the last day of the Term.

M. **TENANT'S DEFAULT:** The occurrence of any one of the following events shall constitute an event of Default on the part of Tenant ("Default"):

1. The complete abandonment of the Premises by Tenant;
2. Failure to pay two (2) continuous installments of Rent or any other monies due and payable hereunder, said failure continuing for a period of ten (10) days after written notice thereof from PSM to Tenant;
3. A general assignment by Tenant for the benefit of creditors, without the prior written approval of PSM, which approval shall not be unreasonably withheld;
4. The filing of a voluntary petition in bankruptcy by Tenant, the filing of a voluntary petition for an arrangement, the filing of a petition, voluntary or involuntary, for reorganization, or the filing of an involuntary petition by Tenant's creditors, said involuntary petition remaining undischarged for a period of sixty (60) days; notwithstanding the foregoing, this paragraph shall not apply if Tenant continues to make timely rental payments to PSM;
5. Failure in the performance of any of Tenant's covenants, agreements or obligations hereunder which failure continues for ten (10) days after written notice thereof from PSM to Tenant, provided that, if Tenant has exercised reasonable diligence to cure such failure and such failure cannot be cured within such ten (10) day period despite reasonable diligence, Tenant shall not be in Default under this subsection unless Tenant fails thereafter diligently and continuously to cure such failures; or
6. Chronic delinquency by Tenant in the payment of Rent, or any other periodic payments required to be paid by Tenant under this Agreement. "Chronic Delinquency" shall mean failure by Tenant to pay Rent, or any other payments required to

be paid by Tenant under this Agreement within ten (10) days after written notice thereof for any three (3) months (consecutive or nonconsecutive) during any twelve (12) month period. In the event of a Chronic Delinquency, in addition to PSM's other remedies for Default provided in this Agreement, at PSM's option, Landlord shall have the right to require that Rent be paid by Tenant quarterly, in advance.

Tenant agrees that any notice given by PSM pursuant to the above shall satisfy the requirements for notice under Nevada Code of Civil Procedure, and PSM shall not be required to give any additional notice in order to be entitled to commence an unlawful detainer proceeding.

N. **PSM'S REMEDIES:**

1. **Termination for Breach.** In the event of any Default by Tenant, then in addition to any other remedies available to PSM at law or in equity and under this Agreement, PSM shall have the immediate option to terminate this Agreement and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that PSM shall elect to so terminate this Agreement then PSM may recover from Tenant:

a. the worth at the time of award of any unpaid Rent and any other sums due and payable which have been earned at the time of such termination; and

b. such reasonable attorneys' fees incurred by PSM as a result of a Default, and costs in the event suit is filed by PSM to enforce such remedy; and

2. **Re-entry.** In the event of any Default by Tenant, PSM shall also have the right, and if PSM terminates this Agreement in compliance with applicable law, to re-enter the Premises and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant.

3. **Reletting.** In the event of the abandonment of the Premises by Tenant or in the event that PSM shall elect to re-enter as provided above or shall take possession of the Premises pursuant to legal proceedings or pursuant to any notice provided by law, PSM may relet the Premises.

4. **Cumulative Remedies.** The remedies herein provided are not exclusive and PSM shall have any and all other remedies provided herein or by law or in equity.

5. **No Surrender.** No act or conduct of PSM shall be deemed to be or constitute an acceptance of the surrender of the Premises by Tenant prior to the expiration of the Term, or as specifically provided for above, and such acceptance by PSM

of surrender by Tenant shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by PSM.

O. **PSM'S DEFAULT:** PSM shall not be considered to be in Default under this Agreement unless: (a) PSM is given notice specifying the Default; and (b) PSM has failed for thirty (30) days to cure the Default, if it is curable, or to institute and diligently pursue reasonable corrective acts for Defaults that cannot be reasonably cured within thirty (30) days.

P. **TAXES:** Tenant shall pay taxes imposed on the Premises which are attributable to Tenant's equipment and such tax is paid by PSM. Tenant shall reimburse PSMa for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid.

Q. **LIABILITY INSURANCE:** During the term of this Agreement, Tenant shall, at Tenant's expense, obtain and keep in force a policy of comprehensive public liability insurance with policy limits of One Million Dollars (\$1,000,000) per occurrence. The limit of said insurance shall not limit the liability of the Tenant hereunder. Tenant may carry such insurance under a blanket policy provided such insurance adds PSM as an additional insured. If Tenant shall fail to procure and maintain said insurance, PSM may, but shall not be required to, procure and maintain said insurance, at the expense of Tenant. Upon request, Tenant shall deliver to PSM certificates evidencing the existence and amounts of such insurance and naming PSM as additional insured. No policy shall be cancelable or subject to reduction of coverage except after thirty (30) days prior written notice to PSM.

R. **ASSIGNMENT BY TENANT:** Tenant shall not voluntarily or by operation of law assign all or any part of Tenant's interest in the Agreement or in the Premises, without PSM's prior written consent, which consent shall not be unreasonably withheld. If PSM approves an assignment as herein provided Tenant shall pay to PSM, as additional Rent, the difference, if any, between: (a) the Rent allocable to that part of the Premises affected by such assignment pursuant to the provisions of this Agreement; and (b) any additional rent payable by the assignee to Tenant, after deducting the costs incurred by Tenant in connection with any such assignment. The assignment after approval by PSM shall not be amended without PSM's prior written consent, and shall contain a provision directing the assignee to pay the rent and other sums due thereunder directly to PSM upon receiving written notice from PSM that Tenant is in Default under this Agreement with respect to the payment of Rent.

S. **ATTORNEY'S FEES:** In the event any legal action or proceeding, including arbitration and declaratory relief, is commenced for the purpose of enforcing any rights or remedies pursuant to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, as well as costs of suit, in said action or proceeding, whether or not such action is prosecuted to judgment.

T. **WAIVER:** The waiver of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or

condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent by PSM shall not be deemed to be a waiver of any preceding breach by Tenant, other than the failure of Tenant to pay the particular rental so accepted, regardless of PSM's knowledge of such preceding breach at the time of acceptance of such Rent. No delay or omission in the exercise of any right or remedy of Landlord on any Default by Tenant or in the exercise of any right or remedy of Tenant shall impair such a right or remedy or be construed as a waiver. Any waiver by Landlord of any Default must be in writing and shall not be a waiver of any other Default concerning the same or any other provisions of this Agreement.

U. **TIME:** Time is of the essence of this Agreement and each and every term, condition and provision herein.

V. **INTEREST:** Any installment of Rent and any other sum due from Tenant under this Agreement which is not received by PSM within ten (10) days from when the same is due shall bear interest from such tenth (10th) day until paid at an annual rate equal to the maximum rate of interest permitted by law. Payment of such interest shall not excuse or cure any Default by Tenant.

W. **CONSECUTIVE EXERCISING OF OPTIONS:** In the event Tenant does not exercise an option during the prescribed time period and in the manner herein provided, all rights to future options shall automatically terminate.

X. **SUBORDINATION:** PSM shall have the right to cause this Agreement to be and remain subject and subordinate to any and all mortgages and deeds of trust, if any ("Encumbrances") that are now or may hereafter be executed covering the Premises, or any renewals, modifications, consolidations, replacements or extensions thereof, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advances, together with interest thereon and subject to all the terms and provisions thereof; provided only, that upon the foreclosure of any such mortgage or deed of trust, so long as Tenant is not in Default, the holder thereof ("Holder") shall agree in writing to recognize Tenant's rights under this Agreement as long as Tenant shall pay the Rent and observe and perform all the provisions of this Agreement to be observed and performed by Tenant. Within twenty (20) days after PSM's written request, Tenant shall execute, acknowledge and deliver any and all reasonable documents required by PSM or the Holder to effectuate such subordination. If Tenant fails to do so, such failure shall constitute a Default by Tenant under this Agreement. Pursuant to the terms of this paragraph, Tenant hereby attorns and agrees to attorn to any person or entity purchasing or otherwise acquiring the Premises at any sale or other proceeding or pursuant to the exercise of any other rights, powers or remedies under such Encumbrance.

Y. **CONSTRUCTION:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada. If any provision of this Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

Z. **MISCELLANEOUS:** This Agreement and any attached exhibits and addenda, as signed by the parties hereto, constitute the entire agreement between Landlord and Tenant; no prior written promises, nor prior, contemporaneous, or subsequent oral promises or representations, shall be binding. This Agreement shall not be amended or changed except by written instrument signed by the parties hereto. Section captions herein are for convenience only and neither limit or amplify the provisions of this instrument. The provisions of this instrument shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of said Landlord and Tenant.

IN WITNESS WHEREOF, PSM and Tenant have executed this Agreement as of _____, 2009.

PSM:

TENANT:

GWRC-LLC
a Nevada corporation

By:
GeorgeRichardson

By:

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
7/22/2009

DATE OF DESIRED BOARD MEETING
7/28/2009

CIRCLE ONE: Discussion, Action, Decision or Discussion Only

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision of Expending Funds Not to Exceed \$8,000.00 for the Purchasing of and Installing of an Antenna for the Fire Department to be Placed on the Town of Pahrump TV Tower.

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

BRIEF SUMMARY OF ITEM:

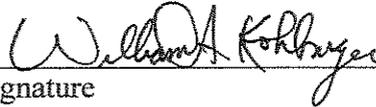
See attached Summary and a copy of Costs.

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

Agenda Item # 13: Expending Funds Not to Exceed \$8,000.00 for the Purchasing of and Installing of an Antenna for the Fire Department to be Placed on the Town of Pahrump TV Tower.

The Town (Fire Department) currently has an antenna on Channel 41's Tower due to the old Town TV Tower blowing down. Since the New TV Tower is up it only makes since to move the FD's Antenna back to our TV Tower, which will save the Town a monthly rental fee of \$350.00 a month. However, due to the Old Tower blowing down, the FD antenna was damaged therefore we are respectfully requesting permission to purchase a new antenna. NOTE: The antenna on Channel 41's Tower does not belong to the Town.

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

1. Copies of an e-mail (Dated: July 22, 2009) describing what is going to be done with a timeline added.
2. A copy of the Proposal/Agreement from GWRC detailing the cost of the new antenna, equipment and set-up.

William Kohbarger

From: George Richardson [grichardson@gwrc-llc.com]
Sent: Wednesday, July 22, 2009 5:46 PM
To: William Kohbarger
Cc: Matt Luis
Subject: Fire Antenna Proposal
Attachments: Proposal.Agreement.Fire antenna,7.22.2009.pdf

Hi Bill and Matt,

As Matt requested earlier today, I have attached a Proposal/Agreement for installing a new "Fire" VHF antenna complete with new transmission line and installation. The materials could take as long as two weeks to get on site. So I put a 30 day installation period but we can complete it a day after the hardware is on site. Please let me know how you want to proceed and I can get started on it.

I may be out on-site tomorrow.

Best regards,

George

GWRC-LLC
7216 Edna Ave.
Las Vegas, NV 89117-3010
Tel: 702-251-9690
Fax: 702-251-9695
sales@gwrc-llc.com
www.gwrc-llc.com



7216 EDNA AVE. LAS VEGAS, NV 89117-3010
 TEL:702-251-9690 FAX:702-251-9695
 e-mail: sales@gwrc-llc.com www.gwrc-llc.com
 Nevada Contractors License No. 0067145 C42



PROPOSAL/AGREEMENT

Number: PAH07220902

Date: July 22, 2009

| | |
|---|---|
| 1. SUBMITTED TO: TOWN OF PAHRUMP ATT: WILLIAM KOHBARGER, TOWN MANAGER 400 N. HIGHWAY 160 PAHRUMP, NV 89048 | 2. PROJECT AND LOCATION INSTALLATION OF NEW "FIRE" ANTENNA ON NEW SELF SUPPORTING 180 FOOT TOWER PAHRUMP TV TRANSLATOR FACILITY PAHRUMP, NV |
|---|---|

| | | |
|---|---------------------------------|---|
| 3. PURCHASE ORDER AND CONTACT | 4. STARTING DATE | 5. COMPLETION DATE |
| Bill Kohbarger, Town Manage | ASAP | 30 days after receipt of P.O. and deposit |
| Matt Luis, Manager of Buildings & Grounds | GWRC-LLC Fed Tax ID: 20-3660176 | GWRC Contact: George Richardson |

| QUAN. | DESCRIPTION | TOTAL AMOUNT |
|-------|--|--------------|
| 1 ea | Fire Communications High Gain Antenna System, Including Telewave Model 150F6dB 155 MHz Gain antenna at (100' Level on tower) 3' Antenna Standoff from Tower 100' of 7/8" Foam Cellflex with "N" connectors Andrew 3' LDF4-50 Jumper Andrew 10' LDF4-50 Jumper 7/8" Snap in Hanger kits GWRC will provide supervision and ground side terminations and testing. Delta Electric will provide antenna and transmission line installation on tower | \$7,500.00 |

The furnishing and maintenance of the above items of service and labor is conditioned upon your payment of the sum of: Seven Thousand Five Hundred no/100 Dollars(\$7,500.00)

Payment shall be made as follows: 50% with Acceptance of Proposal/Agreement: Three Thousand Seven Hundred Fifty and no/100 Dollars (\$3,750.00)

Balance upon Completion and Proof of Performance: Three Thousand Seven Hundred Fifty and no/100 Dollars (\$3,750.00)

| | |
|---|--|
| All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed upon written orders and will become an extra charge over the above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, earthquake and other necessary insurance. Our employees are fully covered by Workmen's Compensation insurance. | For: GWRC LLC George W. Richardson Note: This Proposal may be withdrawn by us if not accepted within 30 days. |
|---|--|

| | |
|---|---|
| ACCEPTANCE OF PROPOSAL/AGREEMENT. THE ABOVE PRICES, SPECIFICATIONS, TERMS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE. | Date of Acceptance: _____ Signature: _____ Buyer _____ |
|---|---|

AGENDA ITEM REQUEST

Requests and backup **must** be in the Town Office by **12:00 p.m. 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

7/14/2009

7/28/2009

CIRCLE ONE: Discussion, Action, Decision or Discussion Only

ITEM REQUESTED FOR CONSIDERATION:

ESTABLISH A YEARLY TOWN BOARD MEMBER
EVALUATION FORM.

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:

IF STAFF DOES NOT SUPPLY FEEDBACK TO TB MEMBERS ON
HOW THEY THINK WE ARE DOING THEN HOW CAN WE EFFECTIVELY
HELP STAFF SUCCEED.

BACK UP ATTACHED: YES NO

SPONSORED BY: Bill Dolan

Town Board Member

NAME OF PRESENTER(S) OF ITEM: Bill Dolan

Bill Dolan

Print Name

400 N. Hwy 160 89061

Mailing Address

[Signature]

Signature

775-727-5107

Telephone Number

Town Board Member Evaluation Form

The following questionnaire is a list of questions compiled from **Enhancing the Governing Body's Effectiveness** (page 79-81). Each department head and staff member is encouraged to fill out the following questionnaire. It is **confidential** and without any names to encourage everyone to complete the evaluation and to be open about their responses and comments.

This allows each Town Board Member (TBM) to know what you're thinking about and how they are doing as a TBM. Your comments may be used as a guide to help set goals and objectives for the future.

One evaluation should be filled out for each TBM (place an "X" next to the name for the TBM being evaluated). When completed please return to the Director of HR.

Nicole Shupp _____

Bill Dolan _____

Vicky Parker _____

Mike Darby _____

Frank Maurizio _____

Do you feel the TBM participates sufficiently in implementing goals and objectives once established?

Almost always _____ Sometimes _____ Never _____

Are these TBM positions and policies communicated effectively?

Almost always _____ Sometimes _____ Never _____

Does the TBM have the capacity to make hard choices and politically unpopular decisions when required or necessary?

Almost always _____ Sometimes _____ Never _____

Does the TBM clearly understand the town's financial resources in order to make sound decisions on prioritizing public spending?

Almost always _____ Sometimes _____ Never _____

Does the TBM effectively participate in the town board meetings?

Almost always _____ Sometimes _____ Never _____

Is the TBM a team player when it comes to all other town board members?

Almost always _____ Sometimes _____ Never _____

Are relevant facts and opinions expressed clearly before decisions are made by the TBM?

Almost always _____ Sometimes _____ Never _____

Is direction given to staff clear and concise by TBM?

Almost always _____ Sometimes _____ Never _____

Does the TBM give sufficient weight to advisory board and committee recommendations?

Almost always _____ Sometimes _____ Never _____

Does the TBM establish time frames for staff to accomplish assignments?

Almost always _____ Sometimes _____ Never _____

Does TBM give adequate consideration to staff recommendations?

Almost always _____ Sometimes _____ Never _____

Does the TBM limit contacts with staff members to inquiries and suggestions as opposed to giving direction?

Almost always _____ Sometimes _____ Never _____

Allowing for differences of philosophy and opinions on given issues, does the TBM respect the other town board members opinions?

Almost always _____ Sometimes _____ Never _____

Does the TBM function as a member of the team when it comes to staff?

Almost always _____ Sometimes _____ Never _____

Does the TBM deal with issues with staff and other town board members openly?

Almost always _____ Sometimes _____ Never _____

Does the TBM avoid over-politicizing the public process?

Almost always _____ Sometimes _____ Never _____

Does the TBM with their attitude reflect a sense of public service over personal interest?

Almost always _____ Sometimes _____ Never _____

Is the relationship between the TBM and the town manager open and honest?

Almost always _____ Sometimes _____ Never _____

Does the TBM function as a team player in giving direction to the town manager?

Almost always _____ Sometimes _____ Never _____

Is there mutual respect between the TBM and the town manager?

Almost always _____ Sometimes _____ Never _____

Is there opportunity for the town manager to offer input to the TBM decision making process?

Almost always _____ Sometimes _____ Never _____

Comments:

Thank you for taking the time to complete the evaluations.

You're Town Board Members

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

7-28-09

CIRCLE ONE: Action

or

Non-Action

ITEM REQUESTED FOR CONSIDERATION:

request for posting on public buildings a sign reading "NO SMOKING WITHIN 20 FEET OF BUILDING ENTRANCE."

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

BRIEF SUMMARY OF ITEM:

Due to the health concerns of many people using our Town facilities, this would eliminate having to walk through a smoke screen to enter our public buildings. This is done at many public buildings in other communities. This falls under the health, safety and welfare concerns of our citizens.

BACKUP ATTACHED:

YES

NO

NAME OF PRESENTER(S) OF ITEM:

JOHN PAWLAK / NUCLEAR WASTE & ENVIRONMENTAL ADV Bd.

SPONSORED BY:

William A. Klingner

John Pawlak

John Pawlak

Print Name

Signature

400 N Hwy 160 Paltrump NV 89048

702-767-0678

Mailing Address

Telephone Number

PAHRUMP TOWN BOARD MEETING
TOWN ANNEX
270 NORTH HIGHWAY 160
THURSDAY – 3:00 P.M.
June 4, 2009

MINUTES

Present:

Town Board:

Nicole Shupp

Bill Dolan

Vicky Parker

Mike Darby

Frank Maurizio

Staff: Bill Kohbarger, Town Manager

Matt Luis, Building & Grounds

Terry Bostwick, Human Resources

1. Call to Order and Pledge of Allegiance.

Chairperson Nicole Shupp called the meeting to order.

2. Presentation only of three engineering firms responding to RFQ 2009-02.

a. The WLB Group

Danny McElmurray reported on the WLB Groups' professional services, including qualifications, experience, staffing and projects. He stated that if needed, team members from their out-of-state offices could relocate to work on the Town's projects. Mr. McElmurray added that WLB received two awards from the Southern Nevada Water Authority that very morning for their water-efficient landscapes.

b. G.C. Wallace Companies

Mike Ross gave an overview of the Nevada-based company's history and introduced representatives from the two firms they partner with. He described the numerous professional services Wallace offers.

Kathleen Johnson presented for BEC Environmental, stating they dealt with environmental compliance and planning issues. She said their specialty was facilitating communications between government agencies. Ms. Johnson added that their Grants manager was pursuing 'stimulus' money and had obtained over \$1m in grants for Nye County.

Greg Galati reported that Galati and Sons, a Nevada registered architecture and interior design firm, specializes in public sector projects.

c. Cardno WRG

Stu Hitchen and Robert Harmsma described the multiple disciplines provided by the international design firm, Cardno WRG. Mr. Hitchen announced that their firm won southern Nevada's *Engineering Firm of the Year* award for an unprecedented fourth year in a row.

Shaun Yauch presented for BJG Architural, the design and structural engineering firm.

3. Public Comment.

There was no public comment.

4. **ADJOURNMENT**

Chairperson Shupp adjourned the meeting.

Respectfully submitted,

Vicky Parker
Pahrump Town Board

/tb

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

MINUTES

PRESENT: Town Board
Nicole Shupp
Bill Dolan
Vicky Parker
Frank Maurizio
Mike Darby
Staff: Bill Kohbarger, Town Manager
Bret Meich, Attorney
Matt Luis, Buildings and Grounds Manager
Scott Lewis, Fire Chief

1. Call to Order and Pledge of Allegiance.
Chairman Nicole Shupp called the meeting to order and led in the pledge of allegiance.
Mrs. Parker read the guidelines for prohibited behavior.
2. Discussion and possible decision regarding moving the order of, or deleting an agenda item(s).
(Action)
Bill Dolan asked the attorney for an opinion as to whether this item is an action or non-action item.
3. Advisory Board Reports, from Advisory Board Chairpersons and/or Town Board Liaisons on the status of Advisory Boards. (Non-Action)
Mike Darby reported that the Nuclear Waste and Environmental Advisory Board reviewed their by-laws and recommendations will be heard on an agenda item later in this meeting.
Frank Maurizio reported that the Incorporation Advisory Board met on July 13 and their next meeting is scheduled for August 10.
Bill Dolan reported that the Pahrump Veteran's Memorial Advisory Board reviewed the Standard Operating Procedures (SOP's) at their last meeting and should be brought before the Town Board for adoption in the near future.
Vicky Parker reported that the Pahrump Tourism and Convention Council has finalized their Grant application forms and will be brought before the Town Board at the next meeting.
4. Town Manager Report. (Non-Action)
No report.
5. Town Board Member's Comments. (Non-Action)
None

6. Discussion and possible decision of approving the Agreement for Professional Services between the Town of Pahrump and G.C. Wallace, Inc. (Action)

Nicole Shupp reported that a meeting was held with Town Staff and G.C. Wallace, Inc. (Mike Ross) on July 1, 2009 to discuss an agreement for professional services.

Bill Dolan motioned to approve the agreement for professional services between the Town of Pahrump and G.C. Wallace, Inc. and to get the three projects on the back burner going as soon as possible, preferably by the end of the week. Mike Darby seconded the motion.

Vote passed 5 – 0.

7. Discussion and presentation of Recycling Program/Efforts by Pahrump Valley Disposal. (Non-Action)

John Shea of Pahrump Valley Disposal gave a presentation of the current and future recycling program for Pahrump. Mr. Shea stated it was understood that the Town gave the approval to move forward, and is currently working with the County. They will return with a final plan for Board approval when they are through the arrangement process.

Mike Darby asked about the cost increase to the public. Mr. Shea replied that any of the programs would come at a cost. Frank Maurizio asked if the presented facility is what would be used. John Shea replied that it is a general description. Vicky Parker asked if there were a timeline for the project. Mr. Shea replied that something could come back to the Board by the end of the year.

Tom Waters, Don Rust, Harold Boggess, Tim Lockinger, and Dave Stevens commented. Mr. Shea responded to their questions.

Mike Darby asked if one-sided street pickup had been considered. Mr. Shea explained that with cooperation, he would consider it.

Patty Grubbs, Sean Brooks, Michelle Taylor, Bud Von Weller, and Kenny Bent also commented.

Vicky Parker added that recycling will extend the life of the landfill.

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)

Nicole Shupp explained that two proposals were received. One from Economic & Planning systems, Inc. (EPS) for \$36,750.00 and one from TischlerBise for \$69,830.00. Both proposals have been reviewed by the RP 2009-03 review committee and have contacted references. The Incorporation Advisory Board recommended bringing the EPS proposal to the Town Board.

Bill Dolan motioned to accept the RFP 2009-03, Incorporation Feasibility Analysis for the Town of Pahrump from EPS of Berkeley, California for \$36,750.00. Vicky Parker seconded the motion.

Comments were heard from Cora Bishop, Harley Kulkin, Tim Lockinger, Dave Stevens, Sean Brooks, Darce Wilson, Tom Waters, Will Gent, Charlie Gronda, and Patty Grubbs.

Vote passed 4 – 1. Mike Darby voted nay.

9. Discussion and possible decision on creating the 2009-2010 Goals and Performance Objectives. (Action)

Nicole Shupp read what is expected by the Town Board according to the Town Manager Policy regarding Goals and Objectives.

Bill Dolan motioned to set the 2009-2010 goals and performance objectives for the Town. Mike Darby seconded the motion.

Bret Meich asked for clarification regarding which goals and objectives would be considered. All Board members replied that heir attached backup is the intended Goals & Performance Objectives.

Vote passed 5 – 0.

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)

Vicky Parker explained that it seems that when an advisory board loses a member that it comes in multiples. She asked that the by-laws be changed to include 2 alternates instead of one to insure quorums are met.

Vicky Parker motioned to amend the by-laws of all the advisory boards to change the number of alternates from one to two. Frank Maurizio seconded the motion.

Vote passed 5 – 0.

Vicky Parker asked for clarification from the attorney when an alternate is able to vote; when a member is absent or when there is a need to make a quorum. Mr. Meich stated it was okay either way. Bill Kohbarger said there is a need to have all the advisory boards act in the same manner. Mrs. Parker expressed her opinion that alternates should be able to vote in the absence of a regular member to keep them involved. Bret Meich suggested rescinding the motion and restate.

The previous motion and second were withdrawn.

Vicky Parker motioned to revise the by-laws of the advisory boards changing the number of alternates from one to two, and also allowing the alternates to vote in the absence of a regular member. Frank Maurizio seconded the motion.

Bob Irving commented

Vote passed 5 – 0.

11. Discussion and possible decision regarding update of by-laws of the Nuclear Waste and Environmental Advisory Board. (Action)

Mike Darby explained the changes requested by the Advisory Board. There was discussion regarding the changes in grammar and numeration. Mr. Darby asked that staff make the appropriate corrections. Discussion continued on the continuity of by-laws for all advisory boards.

Bill Dolan motioned to send the by-laws back to the Nuclear Waste and Environmental Advisory Board, have them make the changes and get with staff to have them in the same order as the rest of the advisory boards and bring back to the Town Board if need be. Frank Maurizio seconded the motion.

John Pawlak asked about changes to the alternates. Bill Kohbarger replied that it was taken care of in the previous item that there will be 2 alternates.

Vote passed 5 – 0.

12. Discussion and possible decision regarding reconsideration of Grant for the Pahrump Tourism and Convention Council (PTCC) 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)

Chairman Shupp explained that this item was being brought back due to a non-vote (2-1) at the last meeting.

Mike Darby said he would like to see the amount escalated by a much higher amount giving back to the community. He said he would like to have a small monetary donation made to anyone filling out the contest form. It would be providing stimulus to the community.

Bill Dolan said he asked that this item be brought back because the Board approved the PTCC to bring tourism to our Town. Due to the non-vote at the last meeting he wanted to provide tools to PTCC to be able to succeed. Mr. Dolan said he would agree with Mr. Darby's suggestion to increase the amount to bring the best branding possible for Tourism.

Bill Dolan motioned to approve the grant for the Pahrump Tourism and Convention Council, funds of \$3,500.00 to promote the contest design to gain community input for the branding plan. Vicky Parker seconded the motion.

Tim Lockinger (PTCC) thanked the board for bringing this back. He explained how they plan to make the Town more well-known. In order to put together an advertising campaign they must have a central theme. With the local input, Mr. Lockinger felt that a brand that will suit the Town and one that will allow for marketing Pahrump to the outside world.

Comments were heard from Dave Stevens, Darce Wilson, and Jean Maxfield.

Vote passed 4 – 1. Mike Darby voted nay.

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)

Vicky Parker motioned to hold the September 22 meeting at the Town Annex, and having one meeting in November and December being the second Tuesday of the month. Frank Maurizio seconded the motion.

Vote passed 5 – 0.

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.

Frank Maurizio motioned to approve consent items a and b. Mike Darby seconded the motion.

Vote passed 5 – 0.

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

None

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)

Harley Kulkin commented on Douglas County people, bringing people to the meetings, and childlike behavior.

Carolene Endersby commended the Board for the well run meeting and participation on advisory boards.

Bob Irving commented about Town Board members attending community events and giving the public more time for public comment.

Stephanie Lopez thanked the citizens for their support in her efforts and urged the commissioners and board members to listen to the public.

Michael McNerny commented on concerns regarding the agenda regarding the Town Manager and the Recalls R Us website.

Dave Stevens commented regarding a safe community.

Vern Van Winkle thanked Mr. Kohbarger for what he has done for Channel 41.

Art Jones commented regarding recalls, and ability to satisfy everyone, and the Regional Planning Commission being hard on small businesses.

Pamela Mason spoke about wanting more business in our community and Pahrump needs to be progressive.

Butch Clendenon commented on freedoms.

Louie DeCanio stated he is not for or against anybody, but has not seen anything accomplished. The Town needs to bring in more business.

Larry Sanford commented on Recalls R Us person being trespassed.

Tim Lockinger spoke on rights of citizens stating his agreement with some CCSC issues and disagreements with some as well. He stated that where they have gone has become hurtful to the Town.

Bud Von Weller commented that a radio show was one sided.

Marijo Conway spoke about the Town logo of a new and better future.

Ron Chichoroski commented on the PA system.

Bruce Calley commented on the petition collected by Stephanie Lopez and reported details regarding signatures on the petition.

Jim Rosen stated that more signatures regarding Mr. Kohbarger were turned in and asked to see the petition turned in by the other group.

Joanna Laina spoke in support of Stephanie Lopez and Bill Kohbarger, and does not want to be a part of the silent majority any longer.

Tom Zuccaro commented on the character of Mr. Kohbarger and his credentials.

Will Gent thanked the Board for its volunteer time. Mr. Gent spoke about Mr. Kohbarger's contract. He is glad that Mr. Kohbarger is here.

Lu Komorowski spoke about the process of hiring, and railroading is wrong.

Nicole Shupp noted that Charlie Gronda was last in line for public comment and will close at that point.

George Gingell commented regarding petitions.

Charlie Gronda spoke in support of Mr. Kohbarger.

17. Adjournment.

Meeting adjourned at approximately 8:45 p.m.

Respectfully submitted,

Vicky Parker, Clerk
Pahrump Town Board

/cw



Office of the
Nye County Sheriff

Nye County Courthouse
Post Office Box 831
Tonopah, Nevada 89049



Anthony L. DeMeo
Sheriff

July 17, 2009

Pahrump Town Board
400 N Hwy 160
Pahrump, NV 89048

FAX: (775) 727-0345

Dear Town Board:

Enclosed please find a copy of request for 72 Hour Permit from Marine Corps League for the Pahrump Valley Fall Festival for September 25th – 27th, 2009 at Petrack Park.

This request is set to go before the Nye County Commissioners at their scheduled Board Meeting on August 18th, 2009 should you have any objections as to why these should not be approved, please contact Assistant Sheriff Cody at 482-8110 so your concerns can be presented to the Licensing Board at their next scheduled meeting.

Sincerely,

Anthony L. DeMeo
Sheriff

By

Georgiana M. Barnwell
Administrative Technician

| AREA: | | OFFICES: | PHONE: | FAX: |
|----------|--------------------|-------------------------------|----------------|----------------|
| Tonopah | P.O. Box 831 | Tonopah, Nevada 89049 | (775) 482-6101 | (775) 482-8195 |
| Beatty | P.O. Box 805 | Beatty, Nevada 89003 | (775) 553-2345 | (775) 553-2586 |
| Amargosa | P.O. Box 68 | Amargosa Valley, Nevada 89020 | (775) 372-5345 | (775) 372-1241 |
| Pahrump | 1520 E. Basin Ave. | Pahrump, Nevada 89060 | (775) 751-7000 | (775) 751-4672 |
| Mercury | P.O. Box 378 | Mercury, Nevada 89023 | (702) 295-6600 | (702) 295-7871 |

#16d



MARINE CORPS LEAGUE

PAHRUMP DETACHMENT No. 1199



PO BOX 5481
PAHRUMP, NV 89041

Date: 13July2009

From: Adjutant/Paymaster - Vic Rodriguez
Marine Corps League Detachment 1199
PO Box 5481
Pahrump, Nev. 89041

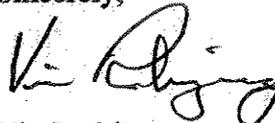
To: Nye County Licensing Board

Subject: Request For Permit To Sell Liquor

The Marine Corps League of Pahrump a non-profit organization is requesting for a special permit to sell beer at the Pahrump Fall Festival on September 25th, 26th and 27th 2009 at Petrick Park in Pahrump Nevada.

The Marine Corps League is Pursuant to Section 23 of the Nye County Ordinance No. 101, and we are a non-profit organization.

Sincerely,



Vic Rodriguez
Adjutant/Paymaster

Incorporated by act of Congress



2107 207 3070
Merrifield, VA 22116-3070
www.mcleague.org
E-mail: mcl@mcleague.org

(703) 207-0000
(703) 207-9589
(800) MCL-1775
FAX: (703) 207-0047

MARINE CORPS LEAGUE

National Headquarters

September 14, 2007

TO WHOM IT MAY CONCERN:

The Pahrump Detachment located in Pahrump, Nevada was chartered as a subsidiary organization of the Marine Corps League March 31, 2005. The Marine Corps League is a Congressionally Chartered non-profit fraternal organization covered under IRS Ruling 501 (c) 4, Group Exemption Number 0955 and the Pahrump Detachment is covered under this number with their Employer Identification Number 79-3798781.

If you have any questions concerning this please feel free to call me and I will help in any way I can.

Thank you,



Meg Thoburn
National Assistant/Pavmaster
Marine Corps League

"Once a Marine, always a Marine"

Address the packages express mail: 8676 Lee Highway, Suite 201, Fairfax, VA 22031



JIM GIBBONS
Governor

THOMAS R. SHEETS
Chair, Nevada Tax Commission

DINO DICIANNO
Executive Director

STATE OF NEVADA
DEPARTMENT OF TAXATION

Web Site: <http://tax.state.nv.us>

1550 College Parkway, Suite 115
Carson City, Nevada 89706-7937
Phone: (775) 684-2000 Fax: (775) 684-2020

LAS VEGAS OFFICE

Grant Sawyer Office Building, Suite 1300
655 E. Washington Avenue
Las Vegas, Nevada, 89101
Phone: (702) 486-2300 Fax: (702) 486-2373

RENO OFFICE
4500 Kietzke Lane
Building L, Suite 235
Reno, Nevada 89502
Phone: (775) 688-1295
Fax: (775) 688-1303

HENDERSON OFFICE
2550 Paseo Verde Parkway Suite 180
Henderson, Nevada 89074
Phone: (702) 486-2300
Fax: (702) 486-3377

March 26, 2007

Account Number: RCE-013-519

Exp date: March 26, 2012

MARINE CORPS LEAGUE -- DETACHMENT 1199
1990 S BLAGG RD
PAHRUMP NV 89048

Pursuant to NRS 372.326 and related statutes, MARINE CORPS LEAGUE -- DETACHMENT 1199 has been granted sales/use tax exempt status as an educational organization. Direct purchases of tangible personal property made by MARINE CORPS LEAGUE -- DETACHMENT 1199 are exempt from sales/use tax. Fraudulent use of this exemption letter is a violation of Nevada law.

Vendors selling tangible personal property to MARINE CORPS LEAGUE -- DETACHMENT 1199 are authorized to sell to them tax exempt. The vendor shall account for the exempt sale on its sales/use tax return under exemptions. For audit purposes, a vendor must have a copy of this letter in order to document the transaction was tax exempt.

This letter only applies to Nevada sales/use tax and does not provide exemption from any other tax.

This exemption applies only to the above named organization and is not extended to individuals, or contractors or lessors to or for such organizations.

Any vendor having questions concerning the use of this sales/use tax exemption letter may contact the Department at one of the district offices listed above.

If, upon further or future review by the Department, it is determined the above named organization does not meet or no longer meets the criteria outlined in NRS 372.343, this letter of exemption will be revoked.

Sincerely,

Dino DiCianno
Executive Director