

PAHRUMP TOWN BOARD MEETING  
BOB RUUD COMMUNITY CENTER  
150 NORTH HIGHWAY 160  
TUESDAY – 7:00 P.M.  
AUGUST 25, 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** on entering into a communications site lease agreement with GWRC-LLC or Vernon Van Winkle (Channel 41) to lease and manage the Town's TV tower.  
(Action)
7. **Presentation and possible discussion** of Federal Quarterly Report by Drivers Alert. (Non-Action)
8. **Discussion and possible decision** regarding request for \$5,000.00 from Room Tax funds for Wild West Extravaganza. (Action)
9. **Discussion and possible decision** on setting a date for the Town of Pahrump's 2010 July4th Fireworks Display. (Action)
10. **Discussion and possible decision** Consent agenda items: (Action)
  - a. Action – approval of Town vouchers
  - b. Action – approval of Town Board meeting minutes of August 11, 2009
  - c. Action – approval of Town Board meeting closed session minutes of August 11, 2009
  - d. Action – approval of resignation of Gregory Schmaltz from the Nuclear Waste and Environmental Advisory Board effective immediately
  - e. Action - approval of Laraine Harper, member; Charles Cochran, first alternate; and Don Rust, second alternate to the Tourism and Convention Council.
  - f. Action – approval of Rebecca Oscarson as member to the Public Lands Advisory Board.
  - g. Action – approval of request for 72 Hour Liquor Special Events permit for Pahrump Fall Festival, Kiwanis, American Legion Post 10042 and Nevada Home Land Heroes for September 24-27, 2009 at Petrack Park.
  - h. Action- approval of request for 72 Hour Liquor Special Events Permit for Rising Star Equestrian Association for Horse Power & Barrels event, September 4-5, 2009 at McCullough Arena.

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

**12. 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)

**13. 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 **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 <u>8/19/2009</u>	DATE OF DESIRED BOARD MEETING <u>8/25/2009</u>
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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 or Vernon Van Winkle (Channel 41) 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:

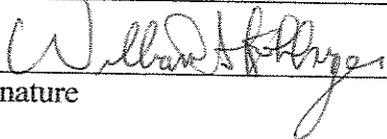
See attached Summary and a copy of the Communications Site Lease Agreements

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

#6



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](http://www.gwrc-llc.com) Email:  
[sales@gwrc-llc.com](mailto:sales@gwrc-llc.com)



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 (15<sup>th</sup>) 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 than 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 form Gross Revenues as defined in Section 5.2. GWRC and it 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: \_\_\_\_\_

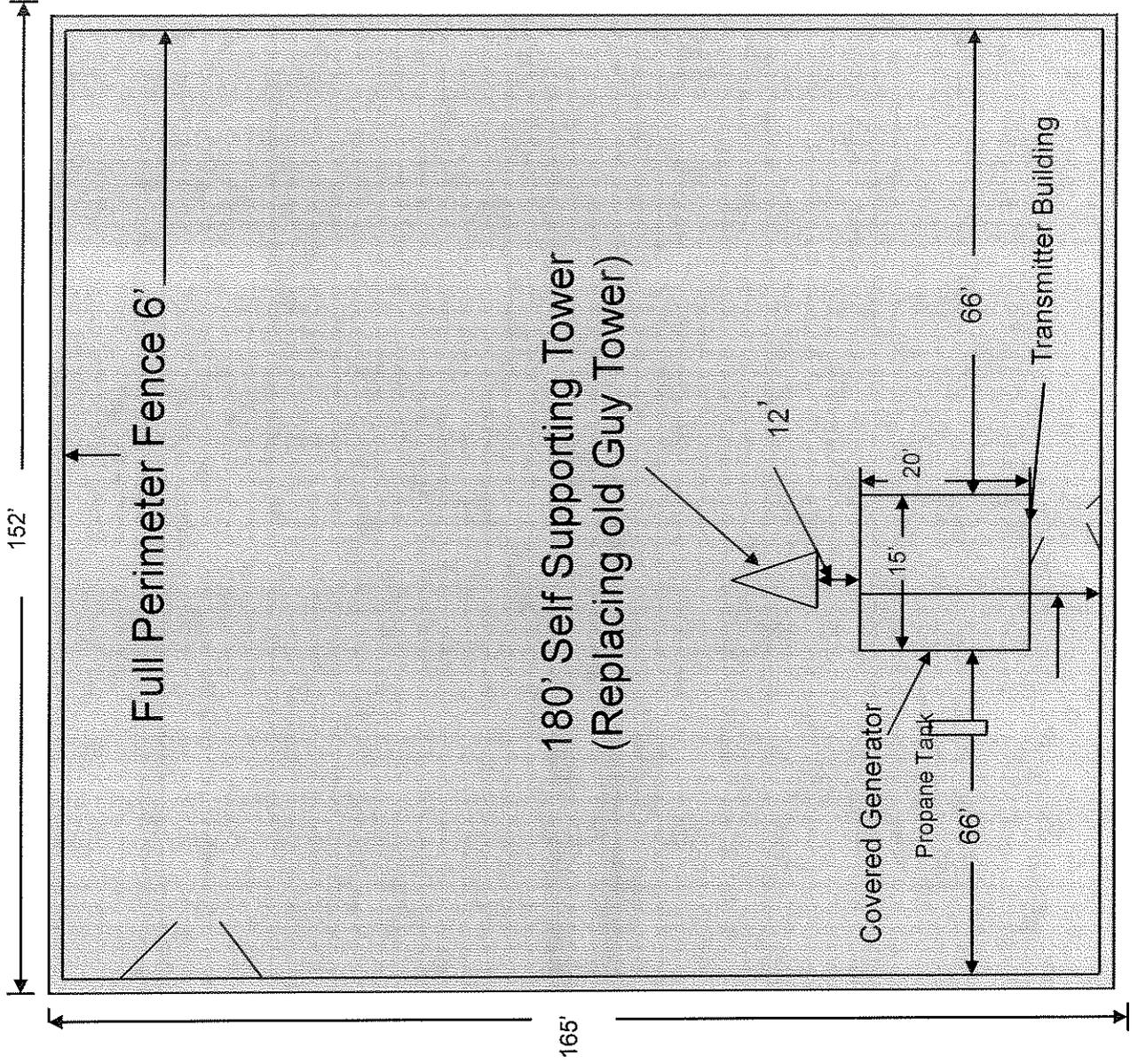
GWRC:

GWRC-LLC  
a Nevada Corporation

By: \_\_\_\_\_  
George Richardson, Senior Partner

Date: \_\_\_\_\_

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



**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  
8/19/2009

DATE OF DESIRED BOARD MEETING  
8/25/2009

CIRCLE ONE: Discussion, Action, Decision or Discussion Only

ITEM REQUESTED FOR CONSIDERATION:

Presentation of Federal Quarterly Report by Drivers Alert.

*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:

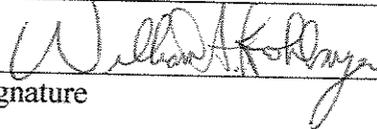
Presentation of Federal Quarterly Report.

BACKUP ATTACHED:     YES     NO

SPONSORED BY: Town Board & Town Manager

NAME OF PRESENTER(S) OF ITEM: Drivers Alert Staff Member

William A. Kohbarger  
Print Name

  
Signature

Town Office  
Mailing Address

(775) 727-5107 ext. 305  
Telephone Number

#07

**William Kohbarger**

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**From:** driversalert1 [driversalert1@aol.com]  
**Sent:** Monday, August 17, 2009 2:19 PM  
**To:** bill kohbarger  
**Cc:** castle@lnett.com  
**Subject:** Tuesday Board Meeting 8/25

Hi Bill,

Drivers Alert would like to get on the Agenda for the next Pahrump Town Board Meeting -- its 8/25/09 ???

We have new data which is part of our Federal Quarterly report which we would like to present.

Thanks

Bill Thomas

Vaughn Thomas

' the sign guys'

## AGENDA ITEM REQUEST

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

DATE AGENDA ITEM SUBMITTED      DATE OF DESIRED BOARD MEETING

8/12/09                                      8/25/09

CIRCLE ONE: Discussion, Action, Decision or Discussion Only

ITEM REQUESTED FOR CONSIDERATION:

GRANT REQUEST FOR 5000.00 FROM ROOM TAX FUNDS

*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:

ANNUAL EVENT HELD TO PRESERVE THE "OLD WEST" AND ATTRACT  
OUT OF TOWN TOURISTS

BACK UP ATTACHED:  YES       NO

SPONSORED BY: \_\_\_\_\_

Town Board Member

NAME OF PRESENTER(S) OF ITEM: BOB BAKER

Kelly Buffi

Print Name

3301 OAKLEAF AVE PAHRUMP, NV 89048

Mailing Address

Kelly Buffi

Signature

(775) 209-5801

Telephone Number

#8

July 16, 2009

Memo to: Pahrump Town Board  
Subject: Letter of Recommendation for Grant Funding

Dear Members of the Board:

The Pahrump Tourism and Convention Council voted (4-1) to recommend that the Town of Pahrump grant the Pahrump Wild West Extravangaza \$5,000.00 to be used for advertising expenses.

Bob Baker submitted the appropriate paperwork according to the current Pahrump Tourism and Convention Council's grant guidelines.

Sincerely,

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

nc 11/1/09

# Pahrump Tourism Advisory Board Application for Grant and Matching Funds

The Town of Pahrump Tourism Grant funds are intended exclusively to develop, promote and improve tourism to and within Pahrump. Providing detailed information such as plans, schedules, creative ideas and tentative outlines to support items requested will assist the Pahrump Tourism Advisory Board and the Pahrump Town Board in evaluating this request.

1. Name of Applicant Organization: Pahrump Wild West Extravaganza  
Mailing Address: P.O. Box. 760  
City, State, Zip: Pahrump NV. 89041 Telephone: 795-751-3734
2. Project Director: Robert M. Baker Sr.  
Telephone: 795-751-3737 Email: adagay@air-internet.com  
~~██████████ pahrump@pwr@air-internet.com~~
3. How long organized? 6 months Non-Profit? Yes
4. Purpose of Organization: Preserve old west & attract out-of-town tourists
5. Project Name: PAHRUMP WILD WEST EXTRAVAGANZA
6. Has this project been funded by the Town of Pahrump before? Yes When? 2008
7. Have you applied to any other sources for funding on this project? Yes If so, what were the results of that application: pending (informally notified we got \$5,000 from the State Tourism Office)
8. If application is for an event, actual date(s) of event: 18, 19, 20 Sept. '09
9. Location of project: Saddle West Hotel, Casino & RV Park
10. Narrative description and justification of project, including the objectives of the project: Build fence for old west main street, Host SASS event, Dinner Theater, Pony Express Ride, Civil War Section, Cattle Auction, Gun Show.
11. Total budget of project: (details to be attached) \_\_\_\_\_
12. Pahrump Tourism Grant funds requested: \$10,000
13. Other funds which will be used for match: Sponsorships @ \$10,000

No bidding! She dog did it 5/23/2008  
12 11

14. Local economic impact (complete the following as it pertains to your project):

a) How many visitors from outside of Pahrump do you expect to draw to your event as a result of this project and how will you track their attendance?

1000-2000. Visitor surveys on programs & direct contact

b) How many total nights do you expect the out-of-town visitors to spend in Pahrump as a result of this project?

60 room nights (160 @/gun show)

c) Approximately how many people outside of Pahrump (both in-state and out-of-state) will be exposed to the promotion of this project?

10,000 (Internet, 5000 pamphlets @ Western Shows)

d) What is the overall economic impact of this project?

15. If you do not have match funds or other sources of funding for this project, explain why:

Robert L. Baber

Signature

Date

22/Jan/09

ROBERT M. BAKER, SR

Printed Name

**FOR PTAB USE ONLY**

Approval Date: 7/9/09

Letter of Recommendation sent to TB (date): EMC 7/15/09 *marked in 8/2/09*

Follow-Up Evaluation Due: \_\_\_\_\_

**PROPOSED BUDGET FOR THE 2009 WILD WEST EXTRAVANGZA**  
**30 June 2009**

**ESTIMATED INCOME**

<b>Sponsors</b>	14,000
Saitta-Trudeau - \$1,000	
Tom Saitta - \$1,000	
State of Nevada - \$5,000*	
Town of Pahrump - \$10,000*	
Vegas Tent - \$1,000	
TBA - \$6,000	
<b>Dinner Theater – (200 people @ \$12 each)</b>	2,880
<b>Pony Express Trail Ride</b>	
Way Station Sponsors (7 @ \$250 each)	1,750
Pony Express Riders (100@ \$25 each)	2,500
<b>Gun Show</b>	
42 tables@ <u>\$85</u> ea = \$3570	
250 attendees @ <u>\$8.00</u> each = \$2,000	\$5570
<b>Miscellaneous (montages, etc)</b>	1,000
<b>Tent City Rentals</b>	2,250
<b><u>Total Estimated Income</u></b>	<b><u>\$28,450</u></b>

\* Not included in totals as the funds are restricted

## ESTIMATED EXPENSES

Security	\$2,400
C & W Bands	\$12000
Joey Dillon, Gunfighter	\$1500
Gun Show Room Rental	\$1400
Riders Gifts/Sale Items	
Bandanas (200 @ \$1.50) = \$ 300	
Hat Pins (200 @ \$3.00) = \$ 600	
Leather Name Badges = \$125	
Neck Coolers (quantity?) = \$350	
Printing, Stamps, etc. = \$750	\$2625
Dinner theater tickets & Programs	\$1,250
Script, documentation, etc	\$200
Costumes	\$600
Straw (100 bales)	\$500
Insurance (200 riders)	\$750
MC for all events	\$550
Sound System, Stage Lights	\$2500
Tent	\$ 2,120
Advertising*	\$15000
<b><u>Total Estimated Expenses</u></b>	<b><u>\$28,390</u></b>

\*Not included in total as expenses are restricted

## 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
8/19/2009	8/25/2009

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CIRCLE ONE: Discussion, Action, Decision or Discussion Only

ITEM REQUESTED FOR CONSIDERATION:

Discussion and possible Decision on Setting a Date for the Town of Pahrump's  
2010 4<sup>th</sup> of July Fireworks Display.

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*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:

Setting a date for the Town's 2010 4th of July Firework's Display.

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BACKUP ATTACHED:     YES         NO

SPONSORED BY: Town Board & Town Manager

NAME OF PRESENTER(S) OF ITEM: Vicky Parker, Town Board Member

Vicky Parker  
Print Name

  
Signature

Town Office  
Mailing Address

(775) 727-5107 ext. 305  
Telephone Number

#9

# July

2010

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

PAHRUMP TOWN BOARD MEETING  
BOB RUUD COMMUNITY CENTER  
150 NORTH HIGHWAY 160  
TUESDAY – 7:00 P.M.  
AUGUST 11, 2009

MINUTES

PRESENT:

Town Board:

Bill Dolan  
Vicky Parker  
Frank Maurizio  
Mike Darby

Staff:

Bill Kohbarger, Town Manager  
Rick Campbell, Attorney  
Michael Sullivan, Finance Director

ABSENT: Nicole Shupp

1. Call to Order and Pledge of Allegiance.

Bill Dolan called the meeting to order and Alan Bigelow led in the pledge of allegiance.

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

Bill Dolan said it has been requested to hear item #7 before Item #6.  
Frank Maurizio asked that Item #11 be heard following Item #6.

There were no objections to these changes.

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

Frank Maurizio announced the Incorporation Advisory Board meeting for August 10<sup>th</sup> was canceled due to lack of a quorum.  
Mr. Maurizio also announced the Parks and Recreation Advisory Board will meet on Monday, August 17 at 6:30 p.m. at the Town Annex.

4. Town Manager Report. (Non-Action)

No report.

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

Frank Maurizio asked that Mr. Kohbarger to arrange a meeting with Mr. Wilson of the Incorporation Advisory Board.  
Vicky Parker commented that almost all of the advisory boards need members.

6. Discussion and possible decision on the proposed Town of Pahrump Airport and approval to apply for future grants, either an EA or EIS Grant, through the Federal Aviation Administration (FAA) Program. (Action)

Robin Hunt with the FAA reported it was the FAA's decision to do an Environmental Impact Statement rather than an Environmental Assessment for the proposed airport. The FAA supports the airport in Pahrump and intends to work to move it forward. The EIS is the most prudent and fastest way to proceed. Ms. Hunt stated the FAA grant applications are due by August 20<sup>th</sup> and needs the Board's approval to move forward. The FAA would work with the Town to develop a Mutual Order of Understanding (MOU).

Bill Dolan asked if the in kind hours that have been given over the years would be lost if the Town moved to an EIS. Ms. Hunt replied that you cannot have in kind matching services for an EIS. FAA controls the contract. Mr. Dolan asked if the Town did not move to an EIS from an EA the whole project would be in the hands of the Town. Ms. Hunt clarified that the FAA is supporting an EIS. The Town could fund an EA on its own and at the end of the EA the FAA can accept the document as long as there were impacts that could not be mitigated, at the time of construction you could be reimbursed on the money spent on the EA. Mr. Dolan clarified that if the Town stayed with the EA now the funding from FAA would stop. Robin Hunt replied affirmatively.

Frank Maurizio asked about minutes of July, 2009, regarding fees that the Bureau of Land Management (BLM) had no record of. Bill Kohbarger replied at the time there was no backup. The BLM had software issues for approximately six months. As of August 7, 2009, the BLM started providing reports and will continue sending reports monthly. Patrick Putnam spoke on the problems the BLM had experienced.

Charlie Gronda, Volunteer Airport Director for the Town provided information on the airport project. This project has been ongoing since 2000. Mr. Gronda proposed a two percent (2%) Room Tax increase to go toward the airport which would bring in between \$750,000 and \$1 million in funds to develop and prepare for the airport. Workshops are being arranged to gather input with regard to design and master plan. A plan is needed to get the land conveyed to the Town. It would be 2017 before airport would be built at this rate. Mr. Gronda said he supports going for the EIS.

Mike Darby questioned purchasing the land for the airport. Mr. Gronda explained that the land would be conveyed to the Town through the federal government. The industrial park section would be a separate issue.

Patrick Putnam explained that the current proposed airport property is outside of the BLM disposable boundary. The BLM cannot convey or sell that property. A revision of the plan is currently being looked for disposable property. Opening the property for disposal would save the Town a lot of money. Mike Darby asked if the Town can move forward without having the boundaries set for disposal, enter a lease and hope the boundaries are extended. Bill Dolan noted that Bill Kohbarger and Al Balloqui are working with Mr. Putnam to set the boundaries. Mr. Putnam said that is what they are working on. Bill Kohbarger noted that the

EIS would take approximately 24-36 months to complete. At the end of that time the disposal limits will be done and move for conveyance.

Doug Pomeroy, Environmental Protection Specialist for the FAA clarified that once the land is in the disposal area there is a federal statute that allows for conveyance to the Town for airport purposes.

**Vicky Parker motioned to apply for the EIS grant through the FAA and other ancillary grants as necessary. Frank Maurizio seconded the motion.**

Comments were heard from Harley Kulkin, Bob Irving, Jeff Weiss, Dave Stevens and Robert Smith.

Frank Maurizio asked how long the runway would be. Doug Pomeroy replied 5,000 ft. which would allow for a 1,000 ft extension.

**Vote passed 3 – 1. Mike Darby voted nay.**

7. Presentation and discussion only by Valley Electric Association (VEA) on where and what VEA is doing within the Pahrump Valley. (Non-Action)

Tom Husted, Valley Electric CEO, presented information on a new program being implemented. VEA has been giving the go ahead to launce the largest domestic water heating program in the United States and will be launched September 5, 2009. To VEA this means over the next 20 years members will save approximately \$34 million in electric bill. Mr. Husted continued with his presentation. Mr. Husted asked for Town participation at their upcoming symposium on September 5, at the Pahrump Nugget.

Bill Dolan commented that he was glad VEA was bringing this to the valley.

8. Discussion and possible decision regarding adoption of Pahrump Veteran's Memorial Standard Operating Procedures, 2009. (Action)

Alan Bigelow advised that the Advisory Board worked on this for many hours ending in a thirteen page document. This was made to be fair and equal to all veterans following the definitions of the Veterans Administration. Cost and looks were also addressed in the Standard Operating Procedures (SOP).

Bill Dolan asked if the fees covered the expenses. Mr. Bigelow replied that he met with Building and Grounds and burial costs are right at the breaking point; the columbarium costs were also addressed.

Vicky Parker thanked all those that worked on this project.

**Frank Maurizio motioned to adopt the Pahrump Veteran's Memorial Standard Operating Procedures. Mike Darby seconded the motion.**

**Vote passed 4 – 0.**

9. Discussion and possible decision regarding approval to co-sponsor teen/family nights in the park.  
(Action)

Elona Skadberg, Pool Manager, advised the Board that Stacy Smith with Nye Community Coalition was present to answer questions.

Bill Dolan noted that the question remaining concerned insurance.

Frank Maurizio said he met with the NCC and recommended that the Town go with the teen sponsorship.

**Frank Maurizio motioned that the Town continue with the teen sponsorship. Vicky Parker seconded the motion based on information that there was insurance.**

Stacy Smith explained that the insurance they received for the last event was a onetime thing donated by their insurance provider. The events are during normal pool hours. The adults there are to help supervise the event and serve a snack for those attending. Ms. Smith said future insurance will not be an option for NCC. In the past, the event was operated during normal business hours.

Vicky Parker asked the Town Attorney what the liability issues are for the Town. Mr. Campbell explained that when the pool is open there is no greater liability to the Town. Rick Campbell explained the events should be held during normal pool hours.

Frank Maurizio clarified that there were two issues; one being the Monday night community picnic, the other was the co-sponsorship for the pool. There was discussion between the Board, Town Manager, and the Town Attorney concerning sponsorship of events at the pool and park. Vicky Parker asked if by removing the sponsorship is a motion needed. Mr. Campbell replied it was on the agenda as a co sponsor and the Town will not be co sponsoring.

Vicky Parker withdrew her second to the motion. Frank Maurizio withdrew his motion. Rick Campbell stated for the record that the motion had been withdrawn; therefore it dies for lack of any action.

10. Discussion and possible decision concerning "Paint the Town Clean." (Action)

Mike Darby explained that there are concerns about the looks around the Town. Mr. Darby said it was time to address the concerns regarding graffiti. Mike Darby spoke with Matt Luis and North Las Vegas and other communities regarding their programs. Mr. Darby suggested starting with a volunteer program getting involved with the court system. Mr. Darby asked for the Board's permission to pursue this issue.

Bill Dolan suggested that SOP's be put in place on the reporting issues.

Vicky Parker commended Mr. Darby and asked if a motion was needed to allow Mr. Darby to continue his research. Frank Maurizio said he would like to be involved with Mr. Darby.

**This item died for lack of a motion with encouragement by the Board for Mr. Darby to move forward.**

11. Discussion and possible decision on Fall Festival 2009. (Action)

Paula Glidden, Fall Festival Chairman gave an overview of the Fall Festival. She indicated that a shortfall would be expected this year due to the economy and other challenges. Mrs. Glidden stated a shortfall of approximately \$20,000 and \$50,000 is expected this year based on fewer vendors, less carnival return and less advertising. The current volunteers are still committed to making the Fall Festival work, but wanted the Town Board and citizens made aware that it could cost some money this year. The biggest portion of fees is the Rodeo fees. The average cost for the Festival runs about \$120,000. Mrs. Glidden thanked all the volunteers past and present.

Bill Dolan noted that if the Fall Festival were to continue, there would still be fees to be paid. Paula Glidden explained there are contracts existing that would still have to be paid whether the Fall Festival went on or not. There are rodeo contracts that continue through next year. Vicky Parker noted that the previous Harvest Festival made money. She questioned if the Town should be in the festival business and maybe it should be turned over to a 501(C)3 group. Mrs. Glidden did state that money has been made in the past that should have been split between the parks and fairgrounds and is in the account. The money has been used in the past as seed money for the next year's festival.

Michael Sullivan explained the backup. Facing the economic times, it was important to advise the Town Board of how things are going. Mr. Sullivan said he would like the Board to think about alternatives after this festival.

Bill Dolan asked when the numbers would be available following this year's event. Mr. Sullivan replied they should have most of the financial information in by the end of October.

Mike Darby asked what the damage would be if the Fall Festival was canceled. Michael Sullivan explained that due to contracts and agreements already existing, it should not be discussed openly for legal reasons. Mr. Darby noted that the refunds would cost as much as having the event and felt it would be prudent to continue with the festival. Paula Glidden added that the impact to the town could be great if canceled.

**Mike Darby motioned to proceed with the Fall Festival. Frank Maurizio seconded the motion.**

Harley Kulkin, Bob Irving, Linda DeMeo Cora Bishop, Ronda Van Winkle, Phil Huff, Vern Van Winkle, Jeff Weiss, Dave Stevens and Robert Smith all commented regarding Fall Festival recommendations and information.

**Vote passed 4 – 0.**

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

- a. Action – approval of Town vouchers
- b. Action – approval of Town Board meeting minutes of July 28, 2009

- c. Action- approval of request for 72 Hour Special Events Liquor Permit from Blue Horizon Investments for Horizon Market's Eight Annual Car and Truck Show At Horizon Market, 2050 N. Highway 160 on October 3, 2009.

**Frank Maurizio motioned to accept consent agenda items a – c. Vicky Parker seconded the motion.**

**Vote passed 4 – 0.**

- 13. Future Meetings/Workshops: Date, Time and Location. (Action)  
None scheduled at this time.
- 14. 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 an advertisement he placed in the newspaper.  
Bob Irving asked about Roberts Rules of Order.  
Jeff Weiss commented about a smear campaign against CCSC.  
Harold Grimaud commented about the Town advertising things.  
Butch Harper discussed his project of collecting patches for children hospitals across the United States.  
Dave Stevens commented about a radio program and mudslinging.  
Lori Dollar talked about a KNYE radio program.  
Bruce Calley asked that Public Comment be heard at the beginning of the meetings as the Commissioners do.

- 15. Discussion and decision regarding closed session for Attorney-Client discussion on potential legal action. (Action)  
**Frank Maurizio motioned to adjourn to closed session. Vicky Parker seconded the motion.**

**Vote passed 4 – 0.**

- 16. Closed Session.
- 17. Discussion and decision regarding items discussed in closed session. (Action)  
Bill Dolan called the meeting back to order.

The Board authorized Town Council to move forward with issues discussed in closed session.

- 18. Adjournment.  
The meeting adjourned at approximately 9:20 p.m.

Respectfully submitted,

Vicky Parker, Clerk  
Pahrump Town Board

July 29<sup>th</sup> 2009

Pahrump Valley Nuclear Waste and Environmental Advisory Board

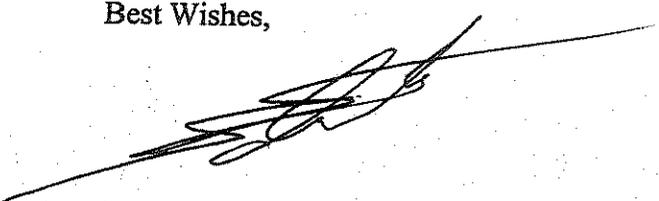
Dear Board Members,

I am writing you to officially tender my resignation as Vice Chair of the Pahrump Valley Nuclear Waste and Environmental Advisory Board effective immediately.

I have accepted an assistant professorship position with the University of the Fraser Valley near Vancouver in Canada and can no longer attend monthly meetings. While I will miss our monthly meetings and debates, I feel that it is time for a new challenge and experience.

If you have any questions, please feel free to ask.

Best Wishes,



Gregory Schmaltz, Ph.D.

#10d

August 18, 2009

Memo to: Pahrump Town Board  
Subject: Letter of Recommendation in change of PTCC board members

Dear Members of the Board:

The Pahrump Tourism and Convention Council voted (5-0) on August 13, 2009 to recommend that the Town of Pahrump accept Laraine Harper as a new permanent member of our board and accept Charles Cochran as a first alternate and Don Rust as a second alternate.

Please refer to the attached backup documentation regarding this matter.

Sincerely,

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

#10e



Office of the  
**Nye County Sheriff**

Nye County Courthouse  
Post Office Box 831  
Tonopah, Nevada 89049



Anthony L. DeMeo  
Sheriff

August 13, 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 Permits from Debby Wise/Mancebo for Pahrump Fall Festival, Kiwanis, American Legion Post 10042 and Nevada Home Land Heroes to serve liquor at the Pahrump Fall Festival 2009 September 24<sup>th</sup> – 27<sup>th</sup>, 2009 at Petrack Park.

This request is set to go before the Nye County Commissioners at their scheduled Board Meeting on September 1, 2009 should you have any objections as to why this should not be approved, please contact Assistant Sheriff Cody at 482-8110 so your concerns can be presented to the Licensing Board at their next scheduled meeting.

Sincerely,

Anthony L. DeMeo  
Sheriff

By Georgiana M. Barnwell  
Georgiana M. Barnwell  
Administrative Technician

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

#109

August 13, 2009

Attention: Joanna Cody

72 hour Liquor permit request for the following groups at Pahrump Fall Festival 2009 "Celebrations"

Pahrump Fall Festival  
Kiwanis  
American Legion Post 10042  
Nevada Home Land Heroes

Location  
Petrack Park Hwy 160 Pahrump, Nv 89048

Dates  
Sept. 24 (set up) Sept. 25, 26 and 27

Mailing address to be sent to  
Debby Wise/Mancebo  
1720 Cypress Point Ct.  
Pahrump, Nv 89048

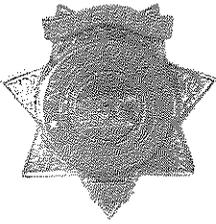
Phone  
Cel 702-420-0121  
Office 775-727-5111

Please let me know if there is any additional information that you need or if I have done this correct.

Thank you,



Debrah K Wise/Mancebo



Office of the  
**Nye County Sheriff**

Nye County Courthouse  
Post Office Box 831  
Tonopah, Nevada 89049



Anthony L. DeMeo  
Sheriff

August 5, 2009

Pahrump Town Board  
400 N Hwy 160  
Pahrump, NV 89048

FAX: (775) 727-0345

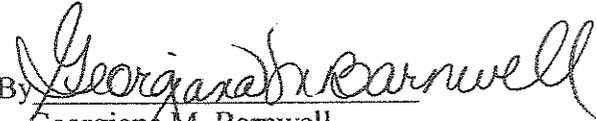
Dear Town Board:

Enclosed please find a copy of request for 72 Hour Permit from Rising Star Equestrian Association for Horse Power & Barrels September 4<sup>th</sup> & 5<sup>th</sup> at McCullough Arena.

This request is set to go before the Nye County Commissioners at their scheduled Board Meeting on September 1, 2009 should you have any objections as to why this should not be approved, please contact Assistant Sheriff Cody at 482-8110 so your concerns can be presented to the Licensing Board at their next scheduled meeting.

Sincerely,

  
Anthony L. DeMeo  
Sheriff

By   
Georgiana M. Barnwell  
Administrative Technician

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

#106