

**PAHRUMP TOWN BOARD MEETING
TOWN ANNEX
270 N. HWY. 160
Tuesday – 7:00 P.M.
September 23, 2008**

AGENDA

1. **Call to Order**, Pledge of Allegiance, and Welcome.
2. **Discussion and decision** regarding agenda items.
3. **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)).
4. **Advisory Board Reports**
5. **Announcements and “Good News”**.
6. **Discussion and decision** regarding letter of support to Southern Nevada Transit Coalition to bring transportation within the Town limits of Pahrump. Town Manager
7. **Second Reading** for amendment to Pahrump Town Ordinance 32 – Room Tax – increasing rates from 9% to 11% with the 2% designated for Economic Development. Town Board/Town Manager
8. **Discussion and decision** regarding speed limit enforcement. Laurayne Murray
9. **Discussion and decision** regarding termination of contract with Carl Joerger as the Town’s Attorney. Laurayne Murray/Don Rust
10. **Discussion and decision** regarding contract with Armstrong-Teasdale for service as the Town’s Attorney of record. Town Board
11. **Discussion and decision** regarding “next steps”/response to the Incorporation Advisory Board Report. Laurayne Murray
12. **Discussion and decision** regarding naming of Town Board members (Member & Alternate) to sit on the Nevada League of Cities board of Directors. Town Manager/Bill Dolan
13. **Town Manager’s Report**
14. **Consent agenda items:**
 - a. Action – approval of Town vouchers
 - b. Action – approval of Town Board meeting minutes of September 9, 2008,

- c. Action – approval of 72-hour Liquor License for Maveric for fundraiser for Pahrump Valley High School Athletic Department on October 4, 2008 at Petrack Park.
- d. Action – approval of 72 hour Liquor License for Town of Pahrump for Fall Festival, September 26-28 at Petrack Park and McCullough Arena.
- e. Action – approval of recommendation from Pahrump Tourism Advisory Board for matching funds for Nevada Commission on Tourism advertising four events on Highway and County radio stations in the amount of \$7,500; grant from Pahrump Tourism Room Tax Fund.
- f. Action – approval of recommendation from Pahrump Tourism Advisory Board for matching funds for Nevada Commission on Tourism in the amount of \$5,900 for design and ads in Nevada Magazine for Fiscal Year 2009; grant from Pahrump Tourism Room Tax Fund.
- g. Action – approval of recommendation for grant of \$10,000 for the Pahrump Social Pow Wow, November 21-23, 2008 at Petrack Park; \$3,500 from Pahrump Tourism Room Tax Fund and \$6,500 from State Tourism Room Tax Fund.
- h. Action – approval of Gregory Schmaltz as a member on the Nuclear Waste and Environmental Advisory Board.

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

16. Adjournment.

A quorum of Nye County Commissioners may be present at any Town Board meeting but they will not take any formal action.

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.

POSTED IN THE PAHRUMP TOWN OFFICE, TOWN ANNEX, COMMUNITY CENTER, COUNTY COMPLEX, FLOYD'S ACE HARDWARE AND CHAMBER OF COMMERCE

**PAHRUMP TOWN BOARD MEETING
TOWN ANNEX
270 N. HWY. 160
Tuesday – 7:00 P.M.
September 23, 2008**

AGENDA ADDENDUM

Appointment of Liaison for the Nye County Capital Improvement Advisory Committee per Nye County Resolution #2004-39. Laurayne Murray

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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 9-23-08

CIRCLE ONE: Discussion, Action, Decision or Discussion Only

ITEM REQUESTED FOR CONSIDERATION:

APPOINTMENT OF LIAISON(S) FOR THE NVE
COUNTY CAPITAL IMPROVEMENTS ADVISORY
COMMITTEE PER NVE COUNTY RESOLUTION #2004-39
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:

BACK UP ATTACHED: YES NO

SPONSORED BY: *L. Murray*
Town Board Member

NAME OF PRESENTER(S) OF ITEM: _____

Print Name Signature

Mailing Address Telephone Number

ADDENDUM

1 **NYE COUNTY RESOLUTION NO. 2004-39**

2 A Resolution establishing a Capital Improvements Advisory Committee for the Pahrump Regional
3 Planning District in accordance with NRS 278B.150; establishing powers and duties, terms of service,
4 and other matters related thereto

5 WHEREAS, the Nye County Board of County Commissioners (BOARD), on the date of
6 February 17, 2004, entered into a Professional Services Agreement with Tri-Core Engineering for the
7 purpose of preparing a Capital Improvements Plan in accordance with Nevada Revised Statutes (NRS)
8 Chapter 278B; and

9 WHEREAS, Before imposing any impact fee as authorized pursuant to NRS 278B the BOARD
10 is required to establish by resolution a capital improvements advisory committee whose duties are
11 defined at NRS 278B;

12 NOW THEREFORE, IT IS HEREBY RESOLVED by the BOARD that effective immediately
13 there is hereby established the Pahrump Regional Planning District Capital Improvements Advisory
14 Committee, to be comprised of fifteen (15) members with terms of service as follows.

15 **MEMBERS AND TERMS.**

16 A. Thirteen (13) members shall be appointed by the BOARD, as prescribed by Nevada Revised
17 Statutes 278B.

18 B. Two (2) members of the BOARD shall be ex officio members of the Capital Improvements
19 Advisory Committee, and shall be designated annually by the BOARD.

20 C. The terms of office of the members of the Capital Improvements Advisory Committee described in
21 sections A and B shall correspond with the terms of any respective public offices, and all
22 appointments due to termination or expiration of public office shall be for the unexpired term.

23 D. When appointing a member of the School Board or Pahrump Town Board the respective School
24 Superintendent or Town Manager may be nominated and appointed.

25 E. Members of the Advisory Committee shall represent the following areas / agencies, and initial
members and appointments shall be as indicated:

1	REPRESENTATIVE OF:	NUMBER	VOTING RIGHTS
2	Board of County Commissioners <i>(Appointed annually, initial members</i>	2	No (Liaison Only)
3	<i>Commissioners Trummell and Cox)</i>		
4	Sheriff's Department <i>(Nominated by Sheriff, initial 3 year term,</i>	1	Yes
5	<i>initial member Sheriff DeMeo)</i>		
6	School District <i>(Initial 1 year and 3 year terms, initial</i>	2	Yes
7	<i>members Ms. Westcoatt (1 yr)</i>		
8	<i>& Dr. Roberts (3 yr))</i>		
9	Pahrump Town Board <i>(Initial 3 year term, initial member Mr. Richards)</i>	1	Yes
10	Pahrump Regional Planning Commission <i>(Initial 2 year term, initial member Mr. Bass)</i>	1	Yes
11	Pahrump Fire Rescue Service <i>(Nominated by Town Board, initial 2 year term,</i>	1	Yes
12	<i>initial member Chief Lewis)</i>		
13	Planning Department <i>(Planning Director)</i>	1	Yes
14	Public Works Department <i>(Public Works Director)</i>	1	Yes
15	Building & Safety <i>(Chief Inspector)</i>	1	Yes
16	Master Plan Steering Committee <i>(Initial 2 and 4 year term, then</i>	2	Yes
17	<i>citizen at large members, initial members</i>		
18	<i>Mr. Garlough (2 yrs) and Mr. King (4 yrs))</i>		
19	Builder/Developer <i>(Initial 4 year term, initial member Rick Walker)</i>	1	Yes
20	Water / Sewer Utility Service Provider <i>(Initial 4 year term, initial member Tim Hafen)</i>	1	Yes

18 F. In addition to the members above described, the Nye County Comptroller shall provide a nonvoting
19 representative for financial purposes.

20 **REMOVAL AND VACANCIES:**

21 G. Members of the Capital Improvements Advisory Committee may be removed by a majority vote of the
22 BOARD, for inefficiency, neglect of duty or malfeasance of office. Vacancies occurring other than through
23 the expiration of term shall be filled for the unexpired term in the same manner as the original appointment.

24 ///

25 ///

1 H. When a member vacates their position or a term expires, the Nye County Clerk shall solicit a
2 request for a new member; and appointments shall be based on qualifications that fulfill
3 representation requirements.

4 I. When a board or appointed commission member vacates their position or a term expires, the Nye
5 County Clerk shall request nominations from the respective board or commission.

6 J. A member seated by virtue of his or her employment position shall not require appointment nor
7 shall the term expire.

8 **POWERS AND DUTIES.**

9 K. In general, the Capital Improvements Advisory Committee shall have such power as may be necessary to
10 enable it to fulfill its functions and carry out the provisions of this Chapter and NRS 278B.

11 L. The Capital Improvements Advisory Committee shall endeavor to promote public interest in and
12 understanding of the Capital Improvements Plan, and of official plans and regulations relating thereto.

13 M. The Capital Improvements Advisory Committee shall consult and advise with public officials and agencies,
14 public utility companies, civic, educational, professional and other organizations, and with citizens generally
15 in relation to the carrying out of such plans.

16 **OFFICERS, DUTIES.**

17 N. The Capital Improvements Advisory Committee shall, in the month of January of each calendar
18 year or as soon thereafter as is practicable, elect from its members a Chairman and Vice Chairman.

19 O. CHAIRMAN: The Capital Improvements Advisory Committee shall elect its Chairman from
20 among the appointed members. The term of the Chairman shall be one year, with eligibility for
21 reelection. The Chairman shall preside over meetings of the Advisory Committee.

22 P. VICE CHAIRMAN: The Capital Improvements Advisory Committee shall elect its Vice Chairman
23 from among the appointed members. The term of the Vice Chairman shall be one year, with
24 eligibility for reelection. The Vice Chairman shall, in the absence of the Chairman, preside over
25 meetings of the Advisory Committee; and shall provide orientation and training to new members.

1 Q. SECRETARY: The Planning Director shall serve as Secretary and shall —after initial preparation
2 of the Capital Improvements Plan and impact fees by the BOARD’s consultant—prepare agendas,
3 meeting minutes, and other required materials. The Secretary shall file the meeting minutes with the
4 Nye County Clerk not less that 14 days after approval by Committee members, and upon request shall make
5 unapproved copies available to the members and public in accordance with the Open Meeting Law.

6 **MEETINGS.**

7 R. The Capital Improvements Advisory Committee shall meet as necessary in order to perform the
8 duties described at NRS 278B; and all meetings of the Advisory Committee shall be conducted in
9 accordance with the Nevada Open Meeting Law.

10 S. Should the BOARD provide direction to an Advisory Committee Officer that requires meetings of
11 the full Advisory Committee those meetings shall be considered mandatory.

12 T. Should a special meeting of the Advisory Committee be requested by any member the Secretary
13 shall poll the members to determine if a majority of the membership supports a special meeting.

14 **COMPENSATION.**

15 U. Members of the Capital Improvements Advisory Committee shall serve as such without compensation.

16 **EXPENDITURES.**

17 V. Expenditures of the Capital Improvements Advisory Committee shall be within the amounts
18 appropriated for that purpose by the BOARD, which shall provide the funds, equipment and
19 accommodations necessary for the Committee’s work.

20 This Resolution shall remain in full force and effect unless and until repealed by the Board.

21 APPROVED this 21st day of December, 2004

22 NYE COUNTY BOARD OF
23 COUNTY COMMISSIONERS:

24 Candice Trummell
25 Candice Trummell, Chairman

ATTEST:

Sandra E. Whaley
Sandra “Sam” L. Merlino, Nye County Clerk
And Ex-Officio Clerk of the Board

AGENDA ITEM REQUEST

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DATE AGENDA ITEM SUBMITTED DATE OF DESIRED BOARD MEETING
06/17/08 09/23/08

CIRCLE ONE: Discussion, Action, Decision or Discussion Only

ITEM REQUESTED FOR CONSIDERATION:

Support For Southern Nevada Transit Coalition

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 Town Manager Report

BACK UP ATTACHED: YES NO

SPONSORED BY: Town Manager
Town Board Member

NAME OF PRESENTER(S) OF ITEM: Debbie Daurahauer, Terry Munoz, Pablo Encinas

William A. Kohlschager
Print Name

William A. Kohlschager
Signature

Mailing Address

Telephone Number

AMENDMENT TO
PAHRUMP TOWN ORDINANCE NO. 32

AN ORDINANCE AMENDING PAHRUMP TOWN ORDINANCE NO. 32 AND REPEALING ALL PROVISIONS INCONSISTENT HERETO, AMENDING SECTION 32.020 TAX, IMPOSITION AND RATE; AMENDING SECTION 32.090 DISPLAY OF SEVERABILITY; REPEAL; EFFECTIVE DATE; AND OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, it has come to the attention of the Town Board of the Town of Pahrump that Pahrump Town Ordinance No. 32 should be increased from nine (09) percent to eleven (11) percent due to the desirability of attracting tourists to the unincorporated Town of Pahrump, planning for the additional costs that attracting such tourism will necessitate and increasing funds for economic development efforts.

NOW, THEREFORE, THE TOWN BOARD OF THE UNINCORPORATED TOWN OF PAHRUMP, NYE COUNTY, NEVADA, DOES ORDAIN FOLLOWS:

That Pahrump Town Ordinance No. 32, enacted on August 2, 1991 and amended in March 1993 and November 1997, be and hereby is amended as follows:

Section 32.020(A) is hereby amended by changing nine percent (9%) to eleven percent (11%).

Section 32.090 Display of Notice is hereby amended by changing nine percent (9%) to eleven percent (11%).

Section 32.110(c) is hereby amended by deleting it in its entirety, and replacing said Section 32.110(c) with the following:

32.110 “(c) Three percent (3%) shall be designated for the economic development of the unincorporated Town of Pahrump; and”

Section 32.110(f) is hereby amended by deleting it in its entirety, and replacing said Section 32.110(f) with the following:

32.110 “(f) The balance of the fund, amounting to eleven percent (11%) shall be used by the Town of Pahrump to promote tourism/economic development, as it deems proper.”

SEVERABILITY. Every section of this ordinance, and every part of each section hereof is hereby declared to be independent of each other and parts of sections, and the holding of any section or any part thereof to be voided or ineffective for any cause, shall not be deemed to affect, nor shall it affect, any other section or part of section contained in this ordinance.

REPEAL. All ordinances, parts of ordinances, or chapters, sections, subsections or paragraphs or resolutions previously adopted by the Pahrump Town Board which are in conflict herewith are hereby repealed.

AMENDMENT TO
PAHRUMP TOWN ORDINANCE NO. 32

EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and second publication in the Pahrump Valley Times and The Mirror, newspapers printed and published within the County of Nye, State of Nevada.

Proposed on the _____ day of _____, 2008

Proposed by Town Board Member _____

Passed on the _____ day of _____, 2008

VOTE:

AYES:

NAYS:

ABESENT:

LAW OFFICES OF

TELE(775) 751-2500

CARL MICHAEL JOERGER
1231 EAST BASIN ROAD, SUITE 9
PAHRUMP, NEVADA 89060

FAX (775) 751-2552

LIC:

NEVADA
CALIFORNIA

FAX COVER SHEET

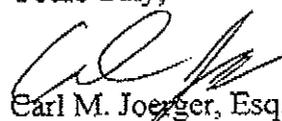
This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is NOT the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by telephone and return the original message to the sender at the above address via the U.S. Postal Service.

Date: September 9, 2008**To:** Laurayne Murray
Town Board Chairperson**FAX Number:** (775) 727-0345
Phone Number: (775) 727-5107**From:** Carl M. Joerger, Esq.**Fax Number:** (775) 751-2552
Phone Number: (775) 751-2500**1 page(s) including cover page.****Re: Resignation**

Dear Ms. Murray,

Pursuant to your request, please take written notice that I hereby resign from my position as Pahrump Town Attorney effective September 25, 2008. I have already submitted my updated invoice for said time period to the Town of Pahrump.

Yours truly,


Carl M. Joerger, Esq.
Attorney at Law

#9

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (the "Agreement"), effective April 11, 2006 is by and between THE TOWN OF PAHRUMP, NEVADA, an unincorporated Association, with its principal office at Pahrump (hereinafter "Client"), and CARL M. JOERGER d/b/a/ THE LAW OFFICES OF CARL M. JOERGER, with its principal office at 1231 East Basin Road Suite 9, Pahrump, Nevada 89060 (hereinafter the "Company").

WHEREAS, Client finds that the Company is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, Client finds that the Company is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Client's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. SERVICES.

1.1 Services to Client. The Company shall provide the following ("Services") to Client: Providing legal advice to the Pahrump Town Manager and to the Pahrump Town Board; reviewing and or drafting Contracts and or lease Agreements; reviewing and or drafting ordinances; attending most Town Board Meetings;

handling Arbitration matters regarding Grievances in conjunction with Larry Beller and Associates; actual litigation however is NOT handled by Company but either by Jeffrey Pittigoff, Esq. or Larry Beller and Associates or other attorneys.

2. PAYMENT AND INVOICING TERMS.

2.1 Payment for Services. The Company will be paid as follows: Client shall pay to Company the sum of Five Thousand and no Dollars (\$5,000.00) per month for services provided under this Agreement starting on Apr. 11, 2006.

2.2 Reimbursable Costs. Client shall reimburse the Company all costs incurred in connection with the Services rendered. Reimbursable costs include, but are not limited to, travel costs, sub-contractors, materials, computer costs, telephone, copies, delivery, etc. that are attributable to a project or Service (the "Reimbursable Costs"). Travel costs are defined as air travel, lodging, meals and incidentals, ground transportation, tools, and all costs associated with travel. All extraordinary travel expenses must receive Client's approval. The Company shall provide to Client substantiation of Reimbursable Costs incurred.

2.3 Invoicing.

(a) Invoices will be submitted monthly by the Company for payment by Client. Payment is due upon receipt and is past due seven (7) business days from receipt of invoice. If Client has any valid reason for disputing any portion of an invoice, Client will so notify the Company within seven (7) calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. The portion of the Company's invoice that is not in dispute shall be paid in accordance with the procedures set forth herein.

(b) A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, the Company may suspend performing further work.

3. CHANGES.

Client may, with the approval of the Company, issue written directions within the general scope of any Services to be ordered. Such changes (the "Change Order") may be for additional work or the Company may be directed to change the direction of the work covered by the Task Order, but no change will be allowed unless agreed to by the Company in writing.

4. STANDARD OF CARE.

The Company warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed or software developed.

THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY THE COMPANY CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

5. Severability. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid.

Any provision shall nevertheless remain in full force and effect in all other circumstances.

6. Modification and Waiver.

Waiver of breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach.

7. Independent Contractor. The Company is an independent contractor of Client and this agreement may be terminated by either Client or Company with thirty(30) days advance written notice to the other party at the addresses provided in this agreement. *(without Fault)*

Further Company shall be permitted to maintain his own private practice of law in Pahrump, Nye County Nevada and any and all other locations whether privately retained or appointed or contracted and whether the matter involves a Civil Case or a Criminal Case or a Family Case or providing legal services in any and all other related matters.

The only EXCEPTION is that Company shall not represent any litigants or provide any legal advice to litigants and/or potential litigants in pursuit of any legal or equitable actions against Client.

8. Assignment. The Agreement is not assignable or transferable by Client or Company.

9. Disputes. The Company and Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures

to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution. Failing resolution of conflicts at the organizational level, the Company and Client agree that any remaining conflicts arising out of or relating to this Contract shall be submitted to non-binding mediation unless the Company and Client mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

10. Section Headings. Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

11. Representations; Counterparts. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or tele-copied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

12. Governing Law and Construction.

This Agreement will be governed by and construed in accordance with the laws of Nevada, without regard to the principles of conflicts of law. The language of this

Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party.

13. Arbitration. Any controversy, dispute or claim arising out of or related to this Agreement or breach of this Agreement shall be settled solely by confidential binding arbitration by a single arbitrator in accordance with the commercial arbitration rules of AAA in effect at the time the arbitration commences. The award of the arbitrator shall be final and binding. No party shall be entitled to, and the arbitrator is not authorized to, award legal fees, expert witness fees, or related costs of a party. The arbitration shall be held in Las Vegas, Nevada.

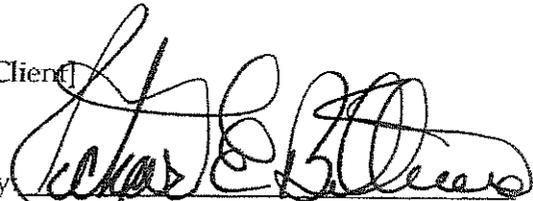
14. Entire Agreement; Survival. This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Client and the Company respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto.

15. Force Majeure. The Company shall not be responsible for delays or failures (including any delay by the Company to make progress in the prosecution of any Services) if such delay arises out of causes beyond its control. Such causes may include,

but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of sub-contractors or third parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Date: 5-16 5-16-06

[Client]
By: 

Title: Chairman

[Company]

By: 

Title: owner

Richard G. Campbell, Jr.
E-Mail: RCampbell@armstrongteasdale.com

September 11, 2008

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

**Re: Town of Pahrump – Town Attorney/Legal Services/Retainer Agreement
Our File No. 26679.12**

Dear Mr. Kohbarger:

You have requested and we have agreed to provide the Town of Pahrump (Town) with legal services as its Town Attorney. We look forward to working with you and will do our very best to provide the highest quality legal services in a responsive, cost-effective manner.

We have found that our clients appreciate having our billing procedures explained in writing. Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees, costs and payment terms. Accordingly, we take this opportunity to confirm the terms on which Armstrong Teasdale LLP (the Firm) will provide our professional services.

The Town has agreed to a \$7,000 per month retainer for up to 30 hours of legal services per month. If the work exceeds 30 hours per month, the Firm will charge a \$250 per hour blended rate for those excess hours. We will track actual hours worked each month and if the 30 hours are not exceeded, they will be rolled over to the next month. The Town will pay \$7,000 by the 30th of each month for the month in which the services are rendered. At the end of each month, the Firm will send a bill detailing the retainer paid, the hours worked each month and tracking excess hours for previous months. There will be no charge for travel time and/or expenses related to attendance at any meetings in Pahrump, including any Town Board meetings. Other costs, as reflected below, will also be on the bill.

It is our policy to serve you with the most effective support systems available, while at the same time allocating the costs of such systems in accordance with the extent of usage by individual clients. Therefore, in addition to our fees for legal services, we will also invoice separately for certain costs and expense disbursements, including telephone, telex, messenger, courier and other communication costs, reproduction, document retrieval, staff overtime when



required by the client or the matter's timing, computer research facilities, document preparation on word processing, and other costs and expenses incurred on your behalf. Certain disbursements, such as court reporter charges and outside vendor bills over \$100, will be forwarded by us to you for direct payment to the supplier. If the vendor bill is under \$100, we will make the disbursement and bill you on your monthly statement for same.

Our Firm maintains errors and omissions insurance coverage which may be applicable to the services to be rendered, subject to certain limitations and exclusions. If you have questions in this regard, please feel free to call.

This Agreement can be terminated by either party with one (1) month's written notice.

We hope this adequately explains our fees and billing procedures. We encourage you to discuss with us any questions you may have regarding these policies and procedures, either at the inception of our engagement or at any time during its course. I will be the billing attorney responsible for this matter and you can direct any questions to our office administrator, Carolyn Smith, located in our Saint Louis, Missouri office, or me.

If the terms set forth above are satisfactory to the Town Board, please sign and return the enclosed copy of this letter.

We thank you for referring this matter to us and look forward to working closely with you.

Sincerely,

Richard G. Campbell, Jr.

RGC/zb

I have read and accept the above terms and confirm the engagement of Armstrong Teasdale, LLP to represent The Town of Pahrump.

Dated: This ____ day of _____, 2008.

By _____

Title _____

Town Manager Report
09/23/08

1. Agenda Item #6 – I met with the Southern Nevada Transit Coalition on Thursday, 09/17/08 and discussed with them the possibilities of bringing mass transit to Pahrump. They are currently working on a plan which needs the Town Board's support. Therefore, I placed them on this agenda so that they can come and discuss their opinions with the Town Board and ask for your support. They will further be going to the BoCC requesting funds and support from them.
2. Agenda Item #7 – Second of third reading. Mr. Balloqui is currently gathering support from the major hotels/RV Parks (Nugget, Saddle West, Terribles and Best Western). He has already met with each of the aforementioned businesses and is now in the process developing a coalition with all these individuals.
3. Agenda Item #10 – This is a follow-up from the last TB meeting. The agreement has been attached to your packets. I believe it has everything in it that the Town Board requested. Staff's recommendation is for the agreement to be passed and that Armstrong Teasdale becomes the Town's attorney.
4. Agenda Item #11 – I have spoke, via telephone & e-mail, with Mr. Borden and Mr. Harris. They are very interested in completed the In-incorporation Study for the Town. They advised that it will take then two weeks to put together a proposal. I anticipate having the aforementioned proposal in time for the October 14, 2008 Town Board meeting. In the meantime, I will contact the County and request to be on their October agenda to discuss financing the study.
5. Agenda Item #12 – I feel that this item needs to be brought back to be voted on since it was on the previous Town Board agenda as an action item and it was not voted on. There were comments made that it was removed via agenda item #2, but I believe that happened after the fact. Therefore, I prefer to have this item voted on. When in doubt err on the side of caution.
6. Airport – Moving along quite nicely. The BLM has been very active in getting their end moving since the big meeting involving all parties (BLM, FAA, Wildlife, Town, Consultants) and the face to face meet and greet with US Forest Service and BLM. We are still having monthly telephone conferences conducted by the FAA. We received notification from NDOT that there will be funds available in the near future. Resolution #2008-16 has been forwarded to the County for their consideration along with pertinent back-up information.
7. Tree Donation – The Chamber of Commerce donated ten (10) pine trees to the Building and Grounds Department. The B&G Dept. will be planting these trees at the Chief Tecopa Cemetery over the next few days.

8. PARC – I arranged a meeting with US Fish and Wildlife, Mrs. Giampaoli, Consultant, Mr. Balloqui and myself to discuss the HCP for the 427 acre development. We are trying very hard to move this project forward. The aforementioned meeting lasted six (06) hours. After the aforementioned meeting we received several e-mails/correspondences from US Fish and Wildlife advising us that some of issues we discussed that were slowing up the project were already completed. On one hand this is good news but on the other hand it is bad news. Example, some of the issues that have been completed were done with different guidelines than what we wanted to use.
9. Station 5 Fire Department – Bids for the work will be opened on Thursday, 09/18/08.
10. See attached a copy of my September and October calendar dates.

September 2008

September 2008							October 2008						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
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			

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
September 1	September 2	September 3	September 4	September 5	September 6
Holiday	9:30am Chamber/Courty	9:30am Pat Foley 10:00am Rick Campbell 5:30pm US Forest Service 7:00pm Public Lands	7:00am Tourism 9:30am Osborne 11:30am Nugget 7:00pm Nuclear AB 7:00pm Pahrump Arts Council	9:00am Fall Fest	
8	9	10	11	12	13
11:00am Lunch-Chamber	9:00am Utility Meeting 7:00pm Town Board	9:00am Dept Head Meetings 10:00am Jeri Krueger-Wildlife 11:30am Wulfy's 6:00pm Regional Planning Commission	9:00am Mary Mason 4:00pm Rick-Attorney	8:30am Ambulance Billings 11:00am Max 11:30am Rick/Lucy	
15	16	17	18	19	20
10:00am Arbitration Settlement	10:00am CCA DA	10:00am Debbie & Pablo 12:00pm Rotary 1:30pm CCA Attorney/Al/Michael/R	10:30am CCA/Al/Michael 11:00am Potluck 1:00pm Rick(Attorney)-Las Vegas	ICMA Annual Conference	ICMA Annual Conference
22	23	24	25	26	27
	ICMA Annual Conference 7:00pm Town Board	9:00am Dept Head Meeting	2:30pm Pahrump Nugget	9:30am Rick/Michael/List	
29	30				28

**PAHRUMP TOWN BOARD MEETING
BOB RUUD COMMUNITY CENTER
400 N. HWY. 160
Tuesday – 7:00 P.M.
September 9, 2008**

MINUTES

PRESENT:

Laurayne Murray
Nicole Shupp
Don Rust
Dan Sprouse
Bill Dolan

Call to Order, Pledge of Allegiance, and Welcome

Chairman Murray called the meeting to order at 7:03 p.m. and led in the pledge of allegiance.

Discussion and decision regarding agenda items

Dan Sprouse asked that Item #18 be moved to #6 and delete Item #6 as the presenter had canceled. Mr. Sprouse asked that Item #10 follow new Item #6. These are presentation items.

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)).

Dave Stevens commented on the sound system and Tom Waters spoke about the proper way to say the Pledge of Allegiance.

Advisory Board Reports

Bob Irving reported that the Fall Festival is 3 weeks away and all is set to go.

Announcements and “Good News”

Laurayne Murray announced the Drug Court Dinner on September 12; the Rotary \$10,000 event is September 13; the Wild West Extravaganza is September 19 – 21. Oscar Reconco announced the Wellness Option Forum on September 13.

Discussion and decision regarding Desert Research Institute conducting a mail in survey in Pahrump Laurayne Murray/Asako Stone PhD

This Item was deleted.

Discussion and decision regarding pilot test of Drivers Alert Supplemental Stop Sign. Town Manager/Vaughn Thomas

Vaughn Thomas and Bill Thomas, representing the United States Department of Transportation explained the project Drivers Alert which has been approved for testing in Nye County; already approved in Beatty and Tonopah. He has been working with Nye County Public Works and Samson Yao. The County has suggested placing a sign at Charleston Park and Barney with Town Board

Pahrump Town Board Meeting
September 9, 2009

approval. Mr. Thomas explained how the project would work and stated it would depend on Congressional funding.

Board members asked questions regarding when the project would begin and who would be responsible for the upkeep, and where the signs would be placed. Dan Sprouse suggested copies of the information be given to the Nye County Sheriff (NCSO) and Pahrump Valley Fire-Rescue Service (PVFRS). Vaughn Thomas stated data would be under the supervision of the University of Nevada, Reno.

Don Rust motioned to support the pilot test of the Drivers Alert Supplemental Stop Sign project. Dan Sprouse seconded the motion.

Mike Darby, Dave Stevens, Art Jones, and Lynn Jones asked questions and commented on this item.

Vote passed 5 – 0.

Discussion and decision regarding full cooperation with a Complete Count Committee for Census 2010
Laurayne Murray/Oscar Reconco

Bill Kohbarger announced that Cookie Westphal will be the staff member participating in the Census 2010.

Oscar Reconco, United States Department of Commerce U. S. Census Bureau, presented information regarding the Census 2010 and to bring awareness to the community and stressed the importance of the Census. Mr. Reconco requested assistance in forming a Complete Count Committee in Pahrump and suggested a committee of between 15 and 35 people. Having the correct count in the Census means more funding for the community.

Bill Dolan motioned to fully cooperate with the Complete Count Committee for Census 2010 and offer the volunteer work for Ms. Westphal from the Town and any support the Town can give her. Dan Sprouse seconded the motion.

Lynn Jones commented on the how foreclosures would affect the count and Dave Stevens said he finds no fault with the program but was afraid of information and privacy issues. Mr. Reconco explained that the Census only asks 10 questions and will provide an opportunity for jobs during the census count. For every person not answering the questions the Town will be losing \$300 per person per year.

Vote passed 5 – 0.

Discussion and decision regarding “next steps”/response to the Incorporation Advisory Board Report
Laurayne Murray

Bill Verbeck of the Incorporation Advisory Board explained that three recommendations were made in the previously presented Feasibility Study; to bring incorporation to a vote, preparing a Charter for a City, or to hire a consultant to do an independent study to see if Pahrump is ready for Incorporation. The Advisory Board encouraged the Town Board to consider bringing on a consultant in the field of County and State financing and Nevada Revised Statutes as they pertain to Incorporation. The Advisory Board is intact and is willing to assist with continued research and study.

Pahrump Town Board Meeting
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Bill Kohbarger reported that the International City Manager's Association (ICMA) advised to seek help from University of Nevada/Reno or Las Vegas (UNR or UNLV). UNR has people who have done these studies in the past.

Dan Sprouse said he would support hiring a consultant in this matter.

Don Rust motioned to retain the Incorporation Advisory Board to develop information for a Charter and ask staff to ask for a proposal from the UNR to have them submit a proposal for forming an independent study regarding incorporation, and to find out what kind of deadline and cost would be involved. Dan Sprouse seconded the motion.

Dave Stevens, Bob Irving, Art Jones commented on this item. Nye County Commissioner Butch Borasky explained that when the matter was before the Board of County Commissioners (BoCC), Commissioner Joni Eastly stated that Nye County would help with funding for a study if they went through UNR.

Vote passed 5 – 0.

First Reading for amendment to Pahrump Town Ordinance 32 – Room Tax – increasing rates from 9% to 11% with the 2% designated for Economic Development. Town Board/Town Manager

Don Rust read the title of Pahrump Town Ordinance 32 – Room Tax.

Discussion and decision regarding school speed zones. Town Manager

Bill Kohbarger stated a study was done concerning this issue. A meeting was held with Commissioner Borasky and Nye County School District (NCSD). A letter was provided by the NCSD and Cameron McRae which indicates that the school bus stops change every year, making it difficult to create speed zones for bus stops. Mr. Kohbarger indicated that the only way to control the speed in bus zones is stating every road in Pahrump would be 15 mph. Students and parents are being educated on this issue. Mr. McRae, Director of Transportation for NCSD, confirmed what the Town Manager stated.

Dan Sprouse asked if anything is being done with regard to safety for the children. Mr. McRae stated that education of the motoring public would help along with parent participation at bus stops.

Laurayne Murray said she would like to keep looking for a solution. Mrs. Murray noted that there is currently an issue concerning speed limits everywhere in Pahrump and the Board will have to take some action in the near future regarding establishing speed limit postings so that they are enforceable.

Bill Dolan asked Mr. McRae if he had worked with NCSO or Nevada Highway Patrol (NHP) and news media to put something forward with public service advertisement. Mr. McRae said he received a quote from Channel 41 last year but never went forward due to production problems. Mr. McRae explained other programs that were available regarding education on this subject such as Safety Routes to School program.

Dan Sprouse stated that he would rather be pro active rather than reactive to the problem. Don Rust commented that there is a need for education and awareness, and there are two problems; one with drivers and the other with enforcement of existing laws.

Dan Sprouse motioned to direct staff to meet with County officials to see where we can start with possibly putting together a public safety announcement with a joint venture between the Town, County, School District, Sheriff's Office and the State to get some funding from them. Bill Dolan seconded the motion.

Commissioner Borasky recommended a public awareness campaign or an advisory board consisting of someone from the Town, County, NVSO, and NCSD. Crossing guards would be another consideration. Speed limits are going to be discussed at the BoCC meeting on September 16th proposing a consultant be used to tell Pahrump whether we need speed limits or not.

Sean Brooks brought new information forward to add to his previous information regarding bus stops on Highways 160 and 372. Cameron McRae reported that there are no stops on Highway 372 at this time. Removing stops on Highway 160 have logistical issues that prohibit moving those stop off of the highway.

Frank Maurizio, E. Romppanen, Tom Waters, Dave Stevens, Bob Irving, and Gordy Jones commented on the issue.

Vote passed 4 – 0. Mr. Dolan was absent for the vote.

Discussion and decision regarding Resolution 2008-16 approving a request to Nye County to file an Application for a Right-of-Way for the access road to the new Pahrump Airport Town Manager

Don Rust read Resolution #2008-16 title.

Don Rust motioned to approve Resolution #2008-16 as presented. Nicole Shupp seconded the motion.

Vote passed 5 – 0.

Discussion and decision regarding Town Attorney search and proposals received from two firms that specialize in local government activity. Town Manager

Bill Kohbarger noted that information was presented in the Board backup regarding the two firms that responded to his inquiries. One firm is from Northern Nevada, the other firm from Las Vegas has been working with the Town of Pahrump on specific matters. Mr. Kohbarger said he has been unable to contact Mr. Joerger and requested that the Board move forward with choosing one of the two firms that have experience in local government issues.

Dan Sprouse noted that previous work has been done through Armstrong-Teasdale but expressed concerns about the cost of Professional Services. Bill Kohbarger said he feels it is cost saving for the Town and recommended Option #2 of \$7,000 per month. Dan Sprouse stated he would like to have someone present at Town Board meetings and asked if there is additional cost to have them present. Mr. Kohbarger replied that Mr. Campbell said there would be no additional costs associated with attending meetings. Both firms are set up for video conferencing if necessary. Dan Sprouse asked that Mr. Campbell put in writing that he would attend meetings.

Pahrump Town Board Meeting
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Laurayne Murray explained the contract with Mr. Joerger requires a written 30 day notice. Mr. Kohbarger said he felt the contract was ended when Carl Joerger stated on the record his 30 day notice and has submitted a bill to the Town stating "final bill". Mrs. Murray noted that it is a contract with an attorney.

Don Rust called a Point of Order. Mr. Rust stated that the former attorney issued his resignation publicly. Laurayne Murray noted that Mr. Rust was stating an opinion. Mrs. Murray said she was advising the Board, that in order to be compliant with the written contract, it states written notice and suggested the Town should provide the written notice and would like to comply with the contract to assure that it does not come back later.

Bill Dolan asked if the resignation of Mr. Joerger was given on the record, once the minutes are accepted, could the Town issue a letter to him dated the date of the last meeting and acceptance of his final bill then he would not be able to come back at the Town. Mr. Kohbarger stated that to be correct.

Laurayne Murray asked that a motion and action be acted on because at the last meeting there was a motion to accept the resignation and it did not receive a second. The Board took no action at that time to accept the resignation.

Bill Dolan motioned that when minutes of the last meeting are approved we accept Mr. Joerger's resignation and staff be directed to send him a letter dated the date of the last meeting along with all documentation with verbal resignation on the record and a copy of his final bill stating that his last day is (blank). Don Rust seconded the motion. (Effective date to be September 25, 2008)

Dan Sprouse pointed out that the way the agenda item was stated can this agenda item be included in the motion. Laurayne Murray noted that this is where we would like to have legal advice. The agenda item does not indicate anything about the cancellation of an existing contract and stated for the record that such action would be being taken outside the agenda item in violation of the Open Meeting Law.

Bill Dolan withdrew his motion and Don Rust withdrew his second.

Bill Dolan motioned to move forward in selecting a new law firm of Armstrong-Teasdale with Option #2 and include in the motion that the Board has been advised that they have no problem coming out and will be added in the contract. Dan Sprouse seconded the motion.

Chairman Laurayne Murray stated that the contract will be brought to the Board for final action. Mrs. Murray asked for an agenda item for Board action to cancel the existing contract.

Art Jones, Lynn Jones and Dave Stevens commented.

Bill Dolan restated his motion that the Board enter into a contractual agreement with Armstrong-Teasdale on Option #2 as proposed to include language that they have no problem coming to the Town Board meetings at no charge.

Vote passed 5 – 0.

Pahrump Town Board Meeting
September 9, 2009

Discussion and decision regarding names of applicants to be sent to Governor Gibbons for consideration to fill the open position on the Town Board to replace Dan Sprouse effective after September 23, 2008. Town Board

Bill Kohbarger informed the Board that a letter was received from the Governor's Office and are awaiting the names to be submitted and will follow the Town procedure.

Laurayne Murray asked that the Board submit their two names from the applications received. Votes were tallied.

Dan Sprouse motioned to accept applications from of James C. Scott and Janice Painter as the two top votes.

Laurayne Murray added that a letter be written to the Governor's Office with this action and recommendation that he select the Town Board member from the list, effective after the September 23, 2008 meeting.

Don Rust seconded the motion.

Vote passed 5 – 0.

Appointment of Advisory Board Liaisons Laurayne Murray

Chairman Laurayne Murray made appointments effective immediately. (See attached list) Mrs. Murray explained that the appointments are subject to change.

Discussion and decision regarding naming of Town Board members (member & alternate) to sit on the Nevada League of Cities Board of Directors Town Manager

Laurayne Murray explained that the Chairman has always been the representative to the Nevada League of Cities. No alternate was named so she named the Vice Chair as the alternate as indicated in the above named appointments. There was no action needed.

Discussion and decision regarding naming of Town of Pahrump member to sit on POOL/PACT Executive Board Town Manager

Bill Kohbarger explained that a replacement should be named to replace Dave Richards. Mr. Kohbarger explained the position does not have to be an elected official and he would be glad to be named.

Bill Dolan motioned to appoint Bill Kohbarger to the POOL/PACT Executive Board. Nicole Shupp seconded the motion.

Vote passed 5 – 0.

Discussion and decision requesting voting rights for the POOL/PACT Executive Board Town Manager

Bill Kohbarger asked that the Board approve sending a letter to POOL/PACT so the Town can have voting rights on their Executive Board as a member and need a voting right.

Dan Sprouse motioned to request Mr. Kohbarger to send a letter to POOL/PACT requesting the Town of Pahrump have voting rights. Bill Dolan seconded the motion.

Vote passed 5 – 0.

Discussion and decision regarding Town Board/Town Manager 2008-2009 Goals and Objectives Town Manager

Bill Kohbarger presented a list of 18 short term and 6 long term goals and objectives as discussed and approved previously by the Board, and a sample of how each goals progress will be reported.

Mr. Dolan asked why #11 has no completion date. Mrs. Murray replied that the item is already complete. Mrs. Murray asked that item #6 include “local Pahrump internal mass transit” in addition to the mass transit between Pahrump and Las Vegas.

Dan Sprouse commented on #5, Kellogg Fire Station. Mr. Kohbarger said it was discussed with Chief Lewis. Dan Sprouse suggested rewording the item.

Laurayne Murray summarized that Short Term #11 be deleted, added Short Term #6 to include “local”.

Don Rust motioned to accept the 2008-2009 Town Manager Goals and Objectives as amended. Nicole Shupp seconded the motion.

Vote passed 5 – 0.

Town Manager’s Report

Laurayne Murray asked that a written report be emailed to the Board before the next meeting.

Consent agenda items:

- a. Action – approval of Town vouchers
- b. Action – approval PVFRS Ambulance revenue Report and write offs March 2008 – May 2008.
- c. Action – approval of Town Board meeting minutes of August 26, 2008,

Bill Dolan asked that Item b be held for discussion.

Don Rust Motioned to accept consent agenda items a and c. Nicole Shupp seconded the motion.

Vote passed 5 – 0.

Mr. Dolan questioned the \$569, 564 outstanding and what we were doing to collect this money. There was discussion about the collections and how they were handled. Michael Sullivan explained that the write offs are an accumulation of 3 months. The \$569,000 is the gross billings for the three months.

Bill Dolan motioned to accept consent agenda item b. Dan Sprouse seconded the motion.

Pahrump Town Board Meeting
September 9, 2009

Vote passed 5 – 0.

Future Meetings/Workshops: Date, Time and Location

Next meeting scheduled for September 23, 2008 will be held at the Town Annex due to the Fall Festival taking over the Community Center.

Adjournment

The meeting was adjourned at 10:00 p.m.

Respectfully submitted,

Don Rust
Town Clerk



Office of the
Nye County Sheriff

Nye County Courthouse
Post Office Box 831
Tonopah, Nevada 89049



Anthony L. DeMeo
Sheriff

September 4, 2008

Pahrump Town Board
400 North Highway 160
Pahrump, Nevada 89048

Fax# 775-727-0345

Dear Town Board:

Enclosed please find a copy of request for a Special Event Liquor Permit from Maveric a concert fundraiser for Pahrump Valley High School Athletic Department on October 4th at Petrack Park.

This request is set to go before the Nye County Commissioners at their scheduled Board Meeting on September 16th, 2008 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

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

#14c

Office of Nye County Sheriff

Attention: Johanna Cody
Area Commander

I Janet L. Jensen (Jan), Owner of
the Maveric in Pahrump N.V.

I would like to have a special event
License Oct. ~~4th~~ between the hours of
6:00 p.m. to 10:00 p.m. to sell alcohol at
Petrick Park for a concert. It is
a fundraiser to earn money for the
Pahrump Valley High School Athletic
Department.

Sincerely,



My FAX #: 775-

751-9979

NYE COUNTY BOARD OF COMMISSIONERS AGENDA

ITEM # SUBJECT

September 16, 2008

**AGENDA
NYE COUNTY LICENSING AND LIQUOR BOARD**

**Community Center, Pahrump, NV 89060
TUESDAY, September 16, 2008**

9:00 A.M.

**Butch Borasky, Chair
Peter Liakopoulos, Vice-Chair
Joni Eastley, Member
Midge Carver, Member**

**Gary Hollis, Member
Tony DeMeo, Member
Sandra "Sam" Merlino, Ex-Officio Clerk of the Board**

NOTE: All times are approximate except for public hearings and any other items agendized at a specific time. Action may be taken on all items except where otherwise indicated. Items not scheduled for a specific time may be considered at any time and in any order.

1. Action - Approval of Minutes for the Nye County Licensing and Liquor Board meeting for July 15, 2008.
2. **GENERAL PUBLIC COMMENT** (Three-minute time limit per person and requested to be limited to items not listed on the agenda. No action will be taken by the Board.)
3. **Consent Agenda Items**
 - a. Action – Discussion of any item from the Consent Agenda Items that needs review before a decision is made.
 -  b. Action – Approval to issue a 72 hour permit for Pahrump Fall Festival & Rodeo at Petrack Park beginning September 26th - 28th, 2008. Bob Irving – Fall Festival Chairman, Applicant.
 - c. Action – Approval to issue a 72 hour permit for the Annual Railroad Valley Days Event located in Currant Creek, Nevada on October 10-12, 2008. Jude Grover, Applicant.
 - d. Action – Approval to issue a Retail Liquor License for K.C.'s Outpost located at 100 East Main Street in Beatty, Nevada. Carol A. Johnston, Applicant. All fees have been paid and paper work is in order.
4. Brothel
5. Gaming

#14d

NYE COUNTY BOARD OF COMMISSIONERS AGENDA

ITEM # SUBJECT

September 16, 2008

6. Licensing

- a. Action – Discussion, deliberation, and possible decision concerning a request to set a date, time and location for an Order to Show Cause Hearing on the liquor license for Paddy’s Pub, Inc., Pahrump, Nevada.

7. Liquor

8. Adjourn

Consent

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
Sept 10, 2008 Sept 23, 2008

CIRCLE ONE: Discussion, Action, Decision or Discussion Only

ITEM REQUESTED FOR CONSIDERATION:
Request for matching funds for Nevada Commission on tourism in the amount of \$ 7,500

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:
Funds for purchasing air time on Highway + Country radio stations broadcasting along I-15 corridor in So. CA, AZ, UT. To promote 4 major events in Pahrump

BACK UP ATTACHED: YES NO

SPONSORED BY: Laurayne Murray
Town Board Member

NAME OF PRESENTER(S) OF ITEM: Lucy A. Ivins

Lucy A. Ivins
Print Name
P.O. Box 42 Pahrump, NV
Mailing Address
89041

Lucy Ivins
Signature
775-727-1580
Telephone Number

*Approved
PTMB
9-8-08
#14e*

September 8, 2008

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

Dear Members of the Board:

The Pahrump Tourism Advisory Board voted (7-0) to recommend that the Town of Pahrump grant the Pahrump Chamber of Commerce \$7,500.00 for a matching grant for Highway Radio advertising of four major events. L. Ivins submitted the appropriate paperwork according to the Tourism Board Grant Guidelines.

Sincerely,



Paula Glidden

Chair – Tourism Advisory Board

Kelly Buffi

Alice Evchaner

Denise Fortin

Tim Lockinger

Marvin Minnick

Karen Spalding

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 Valley Chamber of Commerce
Mailing Address: PO Box 42
City, State, Zip: Pahrump, NV 89041 Telephone: 775-727-5800
2. Project Director: Lucy A. Wins
Telephone: 775-727-5800 Email: lucy@PahrumpChamber.com
3. How long organized? 1981 Non-Profit? Yes
4. Purpose of Organization: Promote Tourism and Economic Development
5. Project Name: Radio Promotions FY04
6. Has this project been funded by the Town of Pahrump before? Yes When? 2005-2008
7. Have you applied to any other sources for funding on this project? Yes If so, what were the results of that application: Match Grant from Nevada Commission on Tourism
8. If application is for an event, actual date(s) of event: N/A
9. Location of project: Highway Radio / Country Radio
10. Narrative description and justification of project, including the objectives of the project:
220 60-second spots on Highway Station and Country Station to advertise (1) WWE (2) Fall Festival (3) Blow Wow and (4) Chili Cook Off 2004
11. Total budget of project: (details must be attached) 15,200
12. Pahrump Tourism Grant funds requested: 7500
13. Other funds which will be used for match: 7700

Approved
PTAB 9/8/08

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?

Estimate 500 a day for 7 events which
total 11 days or 5500 visitors

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

7 overnights x 700 spaces = 4900
5 overnights x 315 rooms = 1575

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

Over 1 million

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

Increased visitors equate to increased revenues
from room taxes, gasoline tax, local service and sales tax

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

Lucy A. Jones
Signature
Lucy A. Jones
Printed Name

8/14/08
Date

FOR PTAB USE ONLY

Approval Date: _____

Letter of Recommendation sent to TB (date): _____

Follow-Up Evaluation Due: _____



NEVADA
COMMISSION
ON TOURISM

June 30, 2009

Kari Friot
Pahrump Valley Chamber of Commerce
PO Box 42
Pahrump, NV 89041

Dear Kari:

At a June 30, 2008 meeting of the Nevada Commission on Tourism, your grant application for FY09 Pahrump Radio was approved for \$7,700.00.

The Grant Number assigned to your grant is PT-09-22. Please refer to this assigned grant number in all correspondence.

The enclosed Grant Agreement Form should be signed and returned right away. The Grant Agreement is a contract and must be on file in the Commission's offices before any reimbursement of costs can be made. An extra copy of the agreement is enclosed for your files.

The following two reimbursement forms are available online at www.travelnevada.com/downloads. Please print your copy of the form from this Web page.

- o OUTLAY REPORT AND REQUEST FOR REMBURSEMENT FOR TOURISM GRANTS
- o CERTIFICATION OF VOLUNTEER HOUR MATCH

The GRANT EVALUATION form must be completed before your final (or your only) request for reimbursement is approved. This form **MUST BE COMPLETED ONLINE** at www.travelnevada.com/downloads.

If your grant is for a travel show(s), then you will need to call this office to find out the State per diem amounts for reimbursement, and request a TRAVEL EXPENSE REIMBURSEMENT CLAIM FORM.

If your grant includes costs associated with printed materials (including, but not limited to, programs, literature, posters, signs and advertising), where possible, you should include the Nevada Commission on Tourism's website: www.travelnevada.com and our logo. You may access our logo at www.travelnevada.com/downloads

YOU MUST COMMIT THE FUNDS BY JUNE 30, 2009. YOUR FINAL GRANT REIMBURSEMENT MUST BE RECEIVED BY THE NEVADA COMMISSION ON TOURISM NO LATER THAN JUNE 30, 2009.

Funds are intended to promote tourism as outlined in your grant application; any specific conditions placed upon the use of these funds are specified in the Grant Agreement.

Should you have any questions, please give me a call.

Sincerely,

Larry Friedman
Deputy Director, Sales & Industry Partners

Christian Passink
Rural Programs Manager

Kari Friot
Rural Grants Coordinator

Governor
Jim Gibbons

Lieutenant Governor
& Commission Chair

Brian K. Krotick

Director

Tim Mahand

401 North Carson Street
Carson City, NV 89701

Phone
775.687.6322
800.257.0774

Fax
775.687.6779

Website
travelnevada.com

STATE OF NEVADA
COMMISSION ON TOURISM

GRANT AGREEMENT

GRANT NO: PT-09-22

TAX ID NUMBER: 88-0170403

GRANTEE: Pahrump Valley Chamber of Commerce

PROJECT TITLE: FY09 Pahrump Radio

PROJECT SCOPE (Description of Project): NCOT funds will be used to purchase airtime on the highway and country radio stations which broadcast along the I-15 corridor in Southern California, Arizona and Utah to advertise 4 major tourism events in Pahrump.

RESTRICTIONS:

DATE OF AWARD: June 30, 2008

STATE TOURISM GRANT AWARD: 7,700 GRANTEE'S REQUIRED MATCH: 15,200

HOW MATCHED: Local Cash Match Plus In-Kind Contribution

The following is incorporated into this agreement:

- 1) Project application and attachments
- 2) Attached special conditions

The State of Nevada, represented by the Executive Director of the Nevada Commission on Tourism, and the Grantee named above, mutually agrees to perform this agreement in accordance with Nevada Revised Statutes, Section 231.260, paragraph 5.

The State of Nevada hereby promises, in consideration of the promises made by the Grantee herein, to obligate to the Grantee the amount of money set forth above and to tender to the Grantee that portion of the obligation which is necessary to pay the State of Nevada's share of the costs of the above project, based on the above percentage of assistance. The Grantee promises, in consideration of the promises made by the State of Nevada herein, to execute the project described above in accordance with the terms of this agreement.

The Commission on Tourism's grant guidelines are in effect as of the date of this agreement, as hereafter amended upon notice of said amendment, and the application for grant funds submitted by the Grantee and approved by the Commission on Tourism.

If special conditions have been placed upon this grant, they are enumerated below.

**THE FULL GRANT REIMBURSEMENT MUST BE RECEIVED BY THE
NEVADA COMMISSION ON TOURISM NO LATER THAN JUNE 30, 2009.**

CONDITIONS:

- 1) Please note the change to Page 2, Item "a" of this Grant Agreement.
- 2) Any photography paid for by grant funding through the Nevada Commission on Tourism will become the property of the Nevada Commission on Tourism. The rights to this photography will be for unlimited usage with no expiration date.

I hereby agree that:

- a. Printed material (including, but not limited to, programs, literature, posters, signs and advertising), where possible, should include the Nevada Commission on Tourism's website: www.travelnevada.com
- b. Materials which will be published (including, but not limited to, programs, literature, posters, signs, billboards and advertising) must be reviewed and approved by the Commission in advance of printing. The review will be conducted by the Commission to determine if the materials will further the purpose of promoting travel and tourism to and within Nevada.
- c. This grant is awarded for the purpose of promoting travel and tourism to and within the state of Nevada as set forth in the application for grant funds approved by the Nevada Commission on Tourism and must be used for no other purpose.
- d. All grant funds must be obligated or expended in the same fiscal year for which they are awarded.
- e. Prior to release of any grant funds, Grantee must provide evidence to the Commission of an amount of money or in-kind services to match the grant in proportion as approved by the Commission on Tourism and to be used for the purposes approved by the Commission.
- f. Grants may be audited at any time by the Commission on Tourism, Legislative Auditor, Attorney General, or its representatives, and all grants will be audited upon completion.
- g. All final performance audits must be completed to the satisfaction of the Commission prior to consideration of further applications from the Grantee.
- h. Grantee must notify the Commission, in writing, of the completion of the grant project, including a full report of the results of the project.
- i. The following are not matchable expenses under the term of the grant award: capital investments (excluding billboards and signs), salaries, staff benefits, cost over-runs, overhead, supplies, equipment purchase, alcohol or drugs, communications by telephone, telegraph, telex, postal mail or any other means, and non-budgeted expenses, expenses or commitments made prior to the starting date of this grant.
- j. A final project evaluation will be completed by the Commission, to include the final audit and comparison of the project's goals with its end results. Payment will be made upon notice of the completion and audit by the Commission. An evaluation form must be completed by the Grantee at the time of the billing before funds will be released and before additional monies will be released by the Commission on other projects.
- k. This grant award is made subject to the provisions of the approved application, grant guidelines, the Commission's budget and any applicable state regulation and statute.
- l. Other: EVIDENCE MUST BE PRESENTED THAT THE OBLIGATION OR EXPENDITURE HAS BEEN MADE FOR THE PURPOSES PRESENTED IN THE APPLICATION FOR GRANT FUNDS AND APPROVED BY THE NEVADA COMMISSION ON TOURISM BEFORE ANY GRANT FUNDS WILL BE RELEASED.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATE ENTERED BELOW:

THE STATE OF NEVADA:

GRANTEE:

By Larry Friedman
Signature

Deputy Director of Sales & Industry Partners
and Rural Programs

Name and Title

December 12, 2007

Date: _____

By Judy A. Jirns
EXECUTIVE DIR.
Pahrump Valley
Chamber of Commerce
Name and Title

Date: 7-16-08

HIGHWAY RADIO®

CALIFORNIA • NEVADA • ARIZONA



Proposal for
5th Annual WILD WEST EXTRAVAGANZA
 On
Highway Country
 Presented to
Pahrump Valley Chamber/Lucy Invins

Campaign Purpose: To create a broadcast campaign to promote Pahrump's 5th Annual *Wild West Extravaganza* September 20th and 21st 2008 that creates top of mind awareness and drives sales. This campaign consists of commercial inventory, a complimentary Highway Van Remote and bonus inventory.

Flight Dates: September 8-20, 2008

Spot Length: 60-second

Spot Cost: \$57

Schedule: To run 11 days prior to and two days during the event:

Days	Monday 9/8 & 9/15	Tuesday 9/9 & 9/16	Wednesday 9/10 & 9/17	Thursday 9/11 & 9/18	Friday 9/12 & 9/19	Saturday 9/13 & 9/20	Sunday 9/14
Day-part	8a-8p	8a-8p	8a-8p	8a-8p	10a-10p	7a-3p	2p-10p
Hwy. Country	5x	5x	5x	5x	5x	5x	5x
Bonus spots 6a-6a	5x	5x	5x	5x	5x	5x	5x
Total Spots (per day)	10x	10x	10x	10x	10x	10x	10x

Total Paid Spots: 65x paid spots

Bonus Spots: 65x no charge VALUE \$3705

Bonus Spots: I have bonused you equal(65 spots) as paid because our rates went up and to thank-you for your continued investment. Other bonus spots may be given if avails allow. The number of bonus spots given is based on availability. Bonus spots will appear on monthly invoice as a no-charge spot.

Schedule Cost: **\$3,705**(can adjust # of spots to fit your budget)

Highway Radio Match: **\$3705** matched by Highway Radio in Bonus
Inventory

****ADDED VALUE:**

- Several bonus spots given based on availability.
- Professional production of your 60-second spot.
- Mentions on Highway Country entertainment reports.
- An exclusive or inclusion in a 2-hour live remote promoting the event through special ticket or prize giveaways on Highway Country that includes the following (value:\$3,000; prizes/tickets given by advertiser):
 1. Two :60 remote broadcasts each hour
 2. Two :15 promo liners each hour
 3. Twenty-Four :15 promo liners prior to the remote (8x a day beginning three days before the remote)

Accepted by:

_____ Date: _____
Lucy Ivins, Executive Director, Pahrump Valley Chamber

HIGHWAY RADIO®

CALIFORNIA • NEVADA • ARIZONA



Advertising Proposal for
2008 PAHRUMP SOCIAL POW WOW & RODEO
 On
FM 98/99
 Presented TO
Pahrump Valley Chamber/Kari Frilot

Campaign Purpose: To create a broadcast campaign to promote the 2008 Pahrump Social Pow Wow & Rodeo-November 21,22 & 23; that creates top of mind awareness and drives sales. This campaign consists of commercial inventory, a complimentary Highway Van Remote and bonus inventory.

Flight Dates: November 16-22, 2008

Spot Length: 60-second

Spot Cost: \$97 spot

Schedule: To run 7 day before and including event days:

Days	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Day-part	8a-8p	8a-8p	8a-8p	8a-8p	8a-8p	10a-10p	7a-1p
Paid spots	5x	5x	5x	5x	7x	8x	5x
Bonus 6a-6a	5x	5x	5x	5x	7x	8x	5x

Total Paid Spots: 40x

Bonus spots: 40 Bonus/No charge spots to match paid schedule

Bonus Spots: Several bonus spots will be given. The number of bonus spots given is based on availability. Bonus spots will appear on monthly invoice as a no-charge spot.

Schedule Cost: \$3,880

Bonus Value: \$3880 no Charge/Match Grant funds

****ADDED VALUE:**

- More bonus spots given based on availability.
- Professional production of your 60-second spot.
- Mentions on Bart Torres' weekly *View of Vegas* entertainment reports.
- An exclusive or inclusion in a 2-hour live remote promoting the event through special ticket or prize giveaways on FM 98/99 that includes the following (value:\$3,000; prizes/tickets given by advertiser):
 1. Two :60 remote broadcasts each hour
 2. Two :15 promo liners each hour
 3. Twenty-Four :15 promo liners prior to the remote (8x a day beginning three days before the remote)

Accepted by:

Date: _____

Kari Frilot, CEO Pahrump Valley Chamber of Commerce

HIGHWAY RADIO®

CALIFORNIA • NEVADA • ARIZONA



Advertising Proposal for
2008 PAHRUMP ANNUAL FALL FESTIVAL
Parade & Rodeo

On
FM 98/99 & Highway Country
 Presented to
Pahrump Valley Chamber/Kari Frilot

Flight Dates: September 22-28, 2008
Spot Length: 60-second
Spot Cost: \$130 per Combo spot(1 each station)
Schedule: To run 7 days including event days:

*\$4810
 + 4810 in kind*

Days	Sunday 9/22	Monday 9/23	Tuesday 9/24	Wednesday 9/25	Thursday 9/26	Friday 9/27	Saturday 9/28
Day-part	8a-8p	8a-8p	8a-8p	8a-8p	8a-8p	10a-10p	7a-7p
FM 98/99	5x	5x	5x	5x	6x	6x	5x
Bonus	5x	5x	5x	5x	6x	6x	5x
Hwy. Country	5x	5x	5x	5x	6x	6x	5x
Bonus-H.C.	5x	5x	5x	5x	6x	6x	5x
Total Spots	20x	20x	20x	20x	24x	24x	20x

\$9620

Total Paid Spots: ~~37x per station; a total of 74x~~

Bonus Spots: 37x per station; total 74x to match schedule

Bonus Spots: As per our discussion I have matched the paid schedule with bonus spots, for your grant match. The number of bonus spots given is based on availability, so you may get more than those noted above. Bonus spots will appear on monthly invoice as a no-charge spot.

*Approved
 PTAB 9/8/08*

Schedule Cost: \$4,810

Bonus Value: \$4,810 no charge/Bonus to match grant

****ADDED VALUE:**

- Several bonus spots given based on availability.
- Professional production of your 60-second spot.
- Mentions on Bart Torres' weekly *View of Vegas* entertainment reports and the Highway Country entertainment reports.
- An exclusive 2-hour live remote promoting the event through special ticket or prize giveaways on FM 98/99 and Highway Country that includes the following (value:\$3,000; prizes/tickets given by advertiser):
 1. Two :60 remote broadcasts each hour
 2. Two :15 promo liners each hour
 3. Twenty-Four :15 promo liners prior to the remote (8x a day beginning three days before the remote)

Accepted by:

Date: _____

Kari Frilot, CEO Pahrump Valley Chamber of Commerce

HIGHWAY RADIO®

CALIFORNIA • NEVADA • ARIZONA



Advertising Proposal for **2009 PAHRUMP CHILI COOKOFF**

On

FM 98/99

Presented TO

Pahrump Valley Chamber/Kari Frilot

Campaign Purpose: To create a broadcast campaign to promote the 2008 Pahrump Chili Cookoff on Saturday May 16th, 2009; that creates top of mind awareness and drives sales. This campaign consists of commercial inventory, a complimentary Highway Van Remote and bonus inventory to match the buy from the Pahrump Chamber.

Flight Dates: May 13,14, 15 & 16, 2009

Spot Length: 60-second

Spot Cost: \$97 spot

Schedule: To run 4 days and including event day:

Days	Wednesday	Thursday	Friday	Saturday
Day-part	8a-8p	8a-8p	10a-10p	7a-1p
Paid spots	8x	8x	8x	6x
Bonus 6a-6a	8x	8x	8x	6x

\$2910
+2910 in hand
\$5820

Total Paid Spots: 30x
30x Bonus/No charge Highway Radio matching spots

Bonus Spots: Several bonus spots will be given. The number of bonus spots given is based on availability. Bonus spots will appear on invoice as a no-charge spot.

Schedule Cost: \$2910

*approved
PTMB 9/8/08*

****ADDED VALUE:**

- More bonus spots given based on availability.
- Professional production of your 60-second spot.
- Mentions on Bart Torres' weekly *View of Vegas* entertainment reports, if available
- An exclusive or inclusion in a 2-hour live remote promoting the event through special ticket or prize giveaways on FM 98/99 that includes the following (value:\$3,000; prizes/tickets given by advertiser):
 1. Two :60 remote broadcasts each hour
 2. Two :15 promo liners each hour
 3. Twenty-Four :15 promo liners prior to the remote (8x a day beginning three days before the remote)
- We will hold 2008 rate if signed before October 2008

Accepted by:

Date: _____

Kari Frilot, CEO Pahrump Valley Chamber of Commerce

Comment

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
Sept 10, 2008 Sept 23, 2008

CIRCLE ONE: Discussion, Action, Decision or Discussion Only

ITEM REQUESTED FOR CONSIDERATION:

Request for matching funds for Nevada
Commission on Tourism in the amount of
\$ 5900

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:

Design and ad placements in Nevada Magazine
for FY09 to increase tourism in Pahrump

BACK UP ATTACHED: YES NO

SPONSORED BY: Laurayne Murray
Town Board Member

NAME OF PRESENTER(S) OF ITEM: Lucy A. Ivins

Lucy A. Ivins
Print Name
PO Box 42 Pahrump, NV
Mailing Address 89041

Lucy Ivins
Signature
775-727-5800
Telephone Number

*Approved by IVAS
9-8-08
#14 P*

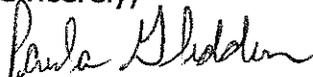
September 8, 2008

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

Dear Members of the Board:

The Pahrump Tourism Advisory Board voted (7-0) to recommend that the Town of Pahrump grant the Pahrump Chamber of Commerce \$5,900.00 for an NCOT matching grant for the Nevada Magazine. L. Ivins submitted the appropriate paperwork according to the Tourism Board Grant Guidelines.

Sincerely,



Paula Glidden
Chair – Tourism Advisory Board
Kelly Buffi
Alice Eychaner
Denise Fortin
Tim Lockinger
Marvin Minnick
Karen Spalding

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 Valley Chamber of Commerce
Mailing Address: P.O. Box 42
City, State, Zip: Pahrump NV 89041 Telephone: 775-727-5800
2. Project Director: Lucy A. Jans
Telephone: 775-727-5800 Email: ceo@PahrumpChamber.com
3. How long organized? 1981 Non-Profit? Yes
4. Purpose of Organization: Promote tourism and economic development
5. Project Name: Nevada Magazine FY09
6. Has this project been funded by the Town of Pahrump before? Yes When? 2003-2008
7. Have you applied to any other sources for funding on this project? Yes If so, what were the results of that application: Matching Grant from Nevada Commission on Tourism
8. If application is for an event, actual date(s) of event: N/A
9. Location of project: Nevada Magazine
10. Narrative description and justification of project, including the objectives of the project:
Grant funds to be used to place six (6) 1/2 page 4-color ads in Nevada Magazine in their Sept. N-D, 1-F/M-9/M-11/J-A issues
11. Total budget of project: (details must be attached) 11000
12. Pahrump Tourism Grant funds requested: 5900
13. Other funds which will be used for match: 5100

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?

500-1000

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

1000

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

More than 500,000

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

increased exposure will increase visitors which will generate revenue through room taxes and local purchases

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

NA

Signature

Ludy A. Ivins

Printed Name

Ludy A. Ivins

Date

8/14/08

FOR PTAB USE ONLY

Approval Date: _____

Letter of Recommendation sent to TB (date): _____

Follow-Up Evaluation Due: _____



NEVADA
COMMISSION
ON TOURISM

June 30, 2008

Kari Frlot
Pahrump Valley Chamber of Commerce
PO Box 42
Pahrump, NV 89041

Dear Kari:

At a June 30, 2008 meeting of the Nevada Commission on Tourism, your grant application for FY09 Pahrump NV Magazine was approved for \$5,100.00.

The Grant Number assigned to your grant is PT-09-21. Please refer to this assigned grant number in all correspondence.

The enclosed Grant Agreement Form should be signed and returned right away. The Grant Agreement is a contract and must be on file in the Commission's offices before any reimbursement of costs can be made. An extra copy of the agreement is enclosed for your files.

The following two reimbursement forms are available online at www.travelnevada.com/downloads. Please print your copy of the form from this Web page.

- o OUTLAY REPORT AND REQUEST FOR REMBURSEMENT FOR TOURISM GRANTS
- o CERTIFICATION OF VOLUNTEER HOUR MATCH

The GRANT EVALUATION form must be completed before your final (or your only) request for reimbursement is approved. This form **MUST BE COMPLETED ONLINE** at www.travelnevada.com/downloads.

If your grant is for a travel show(s), then you will need to call this office to find out the State per diem amounts for reimbursement, and request a TRAVEL EXPENSE REIMBURSEMENT CLAIM FORM.

If your grant includes costs associated with printed materials (including, but not limited to, programs, literature, posters, signs and advertising), where possible, you should include the Nevada Commission on Tourism's website: www.travelnevada.com and our logo. You may access our logo at www.travelnevada.com/downloads

YOU MUST COMMIT THE FUNDS BY JUNE 30, 2009. YOUR FINAL GRANT REIMBURSEMENT MUST BE RECEIVED BY THE NEVADA COMMISSION ON TOURISM NO LATER THAN JUNE 30, 2009.

Funds are intended to promote tourism as outlined in your grant application; any specific conditions placed upon the use of these funds are specified in the Grant Agreement.

Should you have any questions, please give me a call.

Sincerely,

Larry Friedman
Deputy Director, Sales & Industry Partners

Christian Passink
Rural Programs Manager

Kari Frlot
Rural Grants Coordinator

Governor
Jim Gibbons

Lieutenant Governor
& Commission Chair

Brian K. Krohicki

Director

Tim Maland

401 North Carson Street
Carson City, NV 89701

Phone
775.687.4322

800.257.0774

Fax
775.687.0779

Website
www.travelnevada.com

STATE OF NEVADA
COMMISSION ON TOURISM

GRANT AGREEMENT

GRANT NO: PT-09-21

TAX ID NUMBER: 88-0170403

GRANTEE: Pahrump Valley Chamber of Commerce

PROJECT TITLE: FY09 Pahrump NV Magazine

PROJECT SCOPE (Description of Project): Funds will be used to design and place 6 1/2 page 4-color ads in Nevada Magazine for FY09 with an objective to increase tourism in Pahrump.

RESTRICTIONS:

DATE OF AWARD: June 30, 2008

STATE TOURISM GRANT AWARD: 5,100 GRANTEE'S REQUIRED MATCH: 5,900

HOW MATCHED: Local Cash Match Plus In-Kind Contribution

The following is incorporated into this agreement:

- 1) Project application and attachments
- 2) Attached special conditions

The State of Nevada, represented by the Executive Director of the Nevada Commission on Tourism, and the Grantee named above, mutually agrees to perform this agreement in accordance with Nevada Revised Statutes, Section 231.260, paragraph 5.

The State of Nevada hereby promises, in consideration of the promises made by the Grantee herein, to obligate to the Grantee the amount of money set forth above and to tender to the Grantee that portion of the obligation which is necessary to pay the State of Nevada's share of the costs of the above project, based on the above percentage of assistance. The Grantee promises, in consideration of the promises made by the State of Nevada herein, to execute the project described above in accordance with the terms of this agreement.

The Commission on Tourism's grant guidelines are in effect as of the date of this agreement, as hereafter amended upon notice of said amendment, and the application for grant funds submitted by the Grantee and approved by the Commission on Tourism.

If special conditions have been placed upon this grant, they are enumerated below.

THE FULL GRANT REIMBURSEMENT MUST BE RECEIVED BY THE NEVADA COMMISSION ON TOURISM NO LATER THAN JUNE 30, 2009.

CONDITIONS:

- 1) Please note the change to Page 2, Item "a" of this Grant Agreement.
- 2) Any photography paid for by grant funding through the Nevada Commission on Tourism will become the property of the Nevada Commission on Tourism. The rights to this photography will be for unlimited usage with no expiration date.

I hereby agree that:

- a. Printed material (including, but not limited to, programs, literature, posters, signs and advertising), where possible, should include the Nevada Commission on Tourism's website: www.travelnevada.com
- b. Materials which will be published (including, but not limited to, programs, literature, posters, signs, billboards and advertising) must be reviewed and approved by the Commission in advance of printing. The review will be conducted by the Commission to determine if the materials will further the purpose of promoting travel and tourism to and within Nevada.
- c. This grant is awarded for the purpose of promoting travel and tourism to and within the state of Nevada as set forth in the application for grant funds approved by the Nevada Commission on Tourism and must be used for no other purpose.
- d. All grant funds must be obligated or expended in the same fiscal year for which they are awarded.
- e. Prior to release of any grant funds, Grantee must provide evidence to the Commission of an amount of money or in-kind services to match the grant in proportion as approved by the Commission on Tourism and to be used for the purposes approved by the Commission.
- f. Grants may be audited at any time by the Commission on Tourism, Legislative Auditor, Attorney General, or its representatives, and all grants will be audited upon completion.
- g. All final performance audits must be completed to the satisfaction of the Commission prior to consideration of further applications from the Grantee.
- h. Grantee must notify the Commission, in writing, of the completion of the grant project, including a full report of the results of the project.
- i. The following are not matchable expenses under the term of the grant award: capital investments (excluding billboards and signs), salaries, staff benefits, cost over-runs, overhead, supplies, equipment purchase, alcohol or drugs, communications by telephone, telegraph, telex, postal mail or any other means, and non-budgeted expenses, expenses or commitments made prior to the starting date of this grant.
- j. A final project evaluation will be completed by the Commission, to include the final audit and comparison of the project's goals with its end results. Payment will be made upon notice of the completion and audit by the Commission. An evaluation form must be completed by the Grantee at the time of the billing before funds will be released and before additional monies will be released by the Commission on other projects.
- k. This grant award is made subject to the provisions of the approved application, grant guidelines, the Commission's budget and any applicable state regulation and statute.
- l. Other: EVIDENCE MUST BE PRESENTED THAT THE OBLIGATION OR EXPENDITURE HAS BEEN MADE FOR THE PURPOSES PRESENTED IN THE APPLICATION FOR GRANT FUNDS AND APPROVED BY THE NEVADA COMMISSION ON TOURISM BEFORE ANY GRANT FUNDS WILL BE RELEASED.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATE ENTERED BELOW:

THE STATE OF NEVADA:

GRANTEE:

By Larry Friedman
 Signature
 Deputy Director of Sales & Industry Partners
 and Rural Programs

 Name and Title

By Pahrump Valley Chamber
 of Commerce
Michelle Furniss EXEC DIR

 Name and Title

Date: December 12, 2007

Date: 7-16-08

NEVADA MAGAZINE

401 N. Carson, Suite 100 • Carson City, NV 89701
(775) 687-5416 Fax: (775) 687-6159

ADVERTISING CONTRACT

Category Tourism Agency Date April 11, 2008
 Qualify for RSC Y N Consumer Travel 1 5 10
 Labels Sent To cco@pahrupmchamber.com

Advertiser Pahrupm Chamber of Commerce
 Agency Rep
 Address PO Box 42
 Pahrupm, NV 89041

Contact Kari Frilot, Executive Director
 cco@pahrupmchamber.com
 Phone 775-727-5800,
 Fax 775-727-3909

	Ad Size & Color	Ad Source*	Issues to Appear In:						
			J/F	M/A	M/J	J/A	S/O	N/D	SP
Main <input checked="" type="checkbox"/>	Half page, 4 color						08	08	
<input type="checkbox"/>			09	09	09	09			

Cost Per Insert	\$1,700.00
Total Insertions	6
Special Position	
Color Cost	
Gross Total	
Agency Comm.	
Special Discount	
Net Total	\$10,200.00

* Production charges will be billed for advertisements that are not camera ready.

Instructions: Pending Grant Approval.

Send ad files to carrie@nevadamagazine.com and dmiller@nevadamagazine.com. FTP site instructions are available if ad is too large to e-mail.

Advertising Credit References

Business N/A Address
 Contact Phone Fax

Business N/A Address
 Contact Phone Fax

Business N/A Address
 Contact Phone Fax

NOTE: The advertiser instructs the magazine to place the above order(s) at the above rate(s). In case of cancellation of contract, advertiser must notify Nevada Magazine prior to space deadline. Cancellation after space reservation deadline can result in fees of half the contracted rate.

Advertiser's Signature  Date 4/11/08

Advertiser's Name, Title Kari Frilot, Executive Director

Magazine Rep's Signature

Magazine Rep's Name, Title Carrie Roussel, Director of Sales Date

September 12, 2008

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

Dear Members of the Board:

The Pahrump Tourism Advisory Board voted (5-0) to recommend that the Town of Pahrump grant the Pahrump Social PowWow \$10,000.00 for the event to be held November 21-23 2008: \$3,500.00 from the town room tax and \$6,500.00 from the state room tax. Paula Elefante submitted the appropriate paperwork according to the Tourism Board Grant Guidelines.

Sincerely,

Paula Glidden
Chair – Tourism Advisory Board
Kelly Buffi
Alice Eychaner
Denise Fortin
Tim Lockinger
Marvin Minnick
Karen Spalding

#14g

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 SOCIAL POWWOW
 Mailing Address: PO Box 854
 City, State, Zip: PAHRUMP 89041 Telephone: 775-209-3444
2. Project Director: MANNY RIVERA / PAULA ELEFANTE
 Telephone: 775-209-3444 Email: pahrumpowwow@yahoo.com
3. How long organized? 5 YEARS Non-Profit? YES
4. Purpose of Organization: CULTURAL + EDUCATIONAL
5. Project Name: PAHRUMP POWWOW
6. Has this project been funded by the Town of Pahrump before? YES When? 2007
7. Have you applied to any other sources for funding on this project? YES If so, what were the results of that application: NCCOT, STATUS IS PENDING
8. If application is for an event, actual date(s) of event: NOV 21-23, 2008
9. Location of project: PETRAK PARK
10. Narrative description and justification of project, including the objectives of the project:
A POWWOW IS A SPIRITUAL, CULTURAL + EDUCATIONAL GATHERING. THE AUDIENCE IS THE COMMUNITY AS A WHOLE.
11. Total budget of project: (details must be attached) \$ 24875.00
12. Pahrump Tourism Grant funds requested: 10,000
13. Other funds which will be used for match: NCCOT, GEORGIA PACIFIC, WAL MART

app.
 10,000 from her sales @ industrial
 1,000 Georgia Pacific
 5,000 balance forward.
 7,000 Vendor books.

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?

5000 - 8000 DEPENDING ON WEATHER
WE WILL HAVE SURVEYS

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

2-3 NIGHTS

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

15,000 - 20,000

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

*\$50,000 = FOOD, RETAIL, HOTEL ROOMS

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

N/A

Paula J Elefante

Signature

8-22-08

Date

PAULA J ELEFANTE

Printed Name

FOR PTAB USE ONLY

Approval Date: _____

Letter of Recommendation sent to TB (date): _____

Follow-Up Evaluation Due: _____

Pahrump Powwow Budget 2008

MC, Arena Director & Scorekeepers	\$2400
Drums	\$2000
Beverages, Food & preparation <i>Custom to provide food & dishes</i>	\$1150
Color Guard <i>Uniforms from the 1990s</i>	\$ 400
Advertising & Printing <i>flyers to vendors. Hooper, NV, Mesquite, Utah</i>	\$3000
Sound System	\$1200
Sanitation	\$ 600
Postage <i>mailing flyers.</i>	\$ 500
Insurance	\$ 500
Office Supplies <i>Cardstock. -postcard size flyers given to dancers @ diff. Pow Wows.</i>	\$ 500
Total	\$12,250

*Res from last yr. 25,000. breakdown - spent 20,000
5,000 was able to be deposited.*

AGENDA ITEM REQUEST

2008 SEP 13 AM 4:47
by 3:00 p.m. Monday

Requests and backup **must** be in the Town Office 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
9-12-08 9-23-08

CIRCLE ONE: Discussion, Action, Decision or Discussion Only

ITEM REQUESTED FOR CONSIDERATION:
ADD A NEW MEMBER TO THE ADVISORY BOARD.

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

BRIEF SUMMARY OF ITEM:
ADD A MEMBER TO THE ADVISORY BOARD

BACK UP ATTACHED: X YES _____ NO

SPONSORED BY: D. Rust
Town Board Member

NAME OF PRESENTER(S) OF ITEM: John M. Pawlak
John M. Pawlak John M. Pawlak
Print Name Signature
3821 S. Tumbleweed 702-767-0678
Mailing Address Telephone Number

NOTE: APP IN TOWN OFFICE.
(u)

#14h

Pahrump, 09/04/2008

Dear Pahrump Town Board members and Pahrump Nuclear Waste and Environmental Advisory Board members,

Please accept this as a formal request to be appointed to the Pahrump Nuclear Waste and Environmental Advisory Board.

I currently am the biology faculty member at Great Basin College, Pahrump campus, and I have a great interest in the issues discussed by the Pahrump Nuclear Waste and Environmental Advisory Board. My qualifications are numerous and are highlighted in the enclosed resume.

Please feel free to contact me at 775-727-2005 should you have any questions.

Thank you very much for your consideration,



Gregory Schmaltz, Ph.D.