

**PAHRUMP TOWN BOARD MEETING  
BOB RUUD COMMUNITY CENTER  
150 NORTH HIGHWAY 160  
TUESDAY – 7:00 P.M.  
November 13, 2007**

**AGENDA**

**Laurayne Murray, Chairwoman; John McDonald, Vice Chairperson;  
Don Rust, Board Clerk; Nicole Shupp; Dan Sprouse**

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 approval of a Multi-Year Fall Festival PRCA Rodeo Contract with the Bar T Rodeo Company, Inc. Fall Festival Rodeo Committee/Town Manager
7. **Discussion and decision** requesting a proposal from ZAMBELLI FIREWORKS Internationale for a 4<sup>th</sup> of July Fire works display and matters properly related thereto. Town Manager
8. **Discussion and decision** requesting a proposal to approve an MOU with the Department of the Air Force 98 Range Wing, Nellis Air Force Base, Nevada to conduct Urban Close Air Support (CAS) Training within the Town of Pahrump. Board Chairwoman
9. **Discussion and decision** regarding Service Agreement with WillDan to furnish plans, specifications, and bid package for Petrack Park’s Fields A and B Lighting Project. WillDan/Town Manager
10. **Discussion and decision** regarding Service Agreement with WillDan to furnish plans, specifications, and bid package for Petrack Park’s Field C Lighting Project. WillDan/Town Manager

11. **Discussion and decision** regarding Service Agreement with WillDan to furnish plans, specifications, and bid package for Simkins Park Field Lighting Project.  
WillDan/Town Manager

12. **Future Meetings/Workshops: Date, Time and Location.**

13. **Consent Agenda.**

- Action - approval of Town vouchers.
- Action - approval of Town Board minutes for October 23, 2007.

14. **Adjournment.**

A quorum of Nye County Board of Commissioners may be present at this meeting.

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

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 48 hours prior to the meeting. Assisted listening devices are available at Town Board meetings upon request.

**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

11-2-07      NOV 13, 2007

CIRCLE ONE: Discussion, Action, Decision or Discussion Only

ITEM REQUESTED FOR CONSIDERATION:

PAHAUMA FALL FESTIVAL PACA  
RODEO, STUCK CONTRACTOR'S CONTRACT

*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: \_\_\_\_\_

Town Board Member

NAME OF PRESENTER(S) OF ITEM: BILL MADDY

BILL MADDY

Print Name  
5570 SO CARLISLE AVE  
Mailing Address

[Signature]

Signature  
775-764-0531  
Telephone Number

#6

**Multi-Year Fall Festival PRCA Rodeo Contract  
Between the Unincorporated Town of Pahrump and  
Bar T Rodeo Company, Inc.**

This contract is entered into this 24 day of October, 2007 by and between Bar T Rodeo company, Inc. and the unincorporated town of Pahrump, Nevada.

**1. BAR T RODEO'S OBLIGATIONS:**

Bar T Rodeo Co., Inc. will provide all services necessary to produce the subject rodeos including but not limited to providing livestock, a PRCA secretary, timers, pickup men, bullfighters, stock handlers, flank person, and chute help for the Pahrump Fall Festival rodeos for a period of three (3) years commencing in September, 2008. All parties mutually agree, after the completion of each rodeo year, the contract shall be extended year by year through October 31, 2010.

For the year 2008 the cost to the Town of Pahrump shall be \$29,350.00. For each consecutive year, 2009 and 2010, an additional "cost of business" expense shall be included in the amount of \$750 per year making the cost for 2009 \$30,100.00 and 2010 \$30,850.00.

A. Bar T Rodeo Company, Inc. shall pay for and provide:

1. Livestock consisting of bucking stock and timed event cattle for six (6) events with permit maximum and rough stock number capped at twelve(12) contestants for bareback, twelve (12) contestants for saddle broncs and fifteen (15) bull contestants per day;
2. At least one (1) PRCA secretary;
3. At least two (2) PRCA timers;
4. At least two (2) PRCA pick up men;
5. At least two (2) PRCA bullfighters;
6. Flank person, stock handlers, and chute help for three (3) performances.

B. The livestock shall be the very best and shall include Wrangler National Finals Rodeo stock.

C. The rodeo company agrees that all performing livestock will be at the performance site no later than 24 hours prior to the scheduled beginning time of the first performance.

D. The rodeo company shall provide the Town with the proof of their insurance policy no later than August 1 of each year. Said copy shall be maintained in the Town Office.

## 2. THE TOWN'S OBLIGATIONS

It is anticipated the Town of Pahrump shall pay for and provide:

1. Ten (10) laborers for all three (3) performances and any slack performance;
2. Six (6) motel rooms for a five (5) night period;
3. Spectator liability insurance naming the rodeo company as additional insured;
4. Veterinarian;
5. Security personnel;
6. Electrical service at rodeo site for lighting/sound;
7. Telephone for the rodeo secretary's use during the rodeo;
8. Hay and grain sufficient for livestock, 48 hours prior to the rodeo and 24 hours after the rodeo;
9. Rodeo announcer;
10. Sound system;
11. Prize money;
12. Tickets and ticket personnel;
13. Judges
14. Specialty Act
15. Barrel Man

### CHOICE OF LAW:

Any dispute arising under the interpretation or enforcement of this contract shall be governed under the laws of the State of Nevada. Any lawsuit must be instituted in the Town of Pahrump, Nevada. Any arbitration or meditation must occur in the Town of Pahrump, Nevada. The prevailing party shall be entitled to recover all attorney's fees and costs.

### ENTIRE AGREEMENT:

This contract represents the entire agreement between the parties. Each party understands that no oral representations can alter, delete, or add to the terms contained herein.

INDEMNIFICATION:

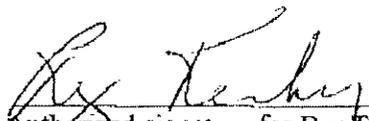
Bar T Rodeo Company, Inc. agrees to indemnify and hold the Town, its employees, and volunteers harmless from any and all claims based upon or arising out of the performance of this contract. Both parties understand that negligence on the part of the Town cannot be waived.

All notices pursuant to this contract shall be sent to the following:

Town Representative  
Town of Pahrump  
400 N. Hwy. 160  
Pahrump, NV. 89060

Bud Kerby, Director  
Bar T Rodeo Company, Inc.  
13300 N. 3500 East  
P.O. Box 3053  
Chester, Utah 84623

\_\_\_\_\_  
Authorized signature for Town of Pahrump

  
\_\_\_\_\_  
Authorized signature for Bar T Rodco Co.,  
Inc.



Bar T Rodeo Company, Inc.  
13300 North 3200 East  
Box 3053  
Chester, Utah 84623

## Section A – Related Experience

Located in Central Utah in Sanpete County, Bud and Evelyn Kerby make their home in a quiet little community called Chester. Bud grew up in the Rodeo business seeing how his dad, Swanny Kerby, was inducted into the Cowboy Hall of Fame in 1997 for his dedication and contribution to the World of Rodeo. Bar T's first rodeo was in Moab, Utah in 1945. Bar T Rodeo joined the RCA (now the PRCA) in 1949. Bar T stock has been selected for every National Finals Rodeo since 1960. Bud settled down with his wife Evelyn and they bought their own spread in Chester where they still live today.

With their love of horses, Bud and Evelyn have become one of the most successful breeders of Bucking Horses in the US. He credits his old stud, Roany and his top quality mares for his success. He has now a new crop of colts sired by his new stud, War Paint.

Bar T has also started a 20 year Bull Breeding program! Top bloodlines such as Oscar, Red Wolf, Houdini, and R8Kish will keep the cowboys coming to try their luck on Bar T stock! Daughter Wendie and her husband Jeff are the third generation of Bar T and they head up the Bull program.

Bar T has been the stock contractor for the Pahrump Fall Festival since 2003. They average 17 rodeo's each year plus various leases averaging 5 per year.

## **Section B – WNFR Livestock**

Year 2003:

Bareback Horses: 7  
Saddle Bronc Horses: 4  
Bucking Bulls: 1

Year 2005:

Bareback Horses: 7  
Goldy Locks  
Tiger Lily  
Second Chance  
Oakey Robin  
Rudy  
Gold Cup  
Calamity Jane

Saddle Bronc Horses: 5  
Fire Fly  
Robin Hood  
Sara Jane  
Round Robin  
Paper Tiger

Bucking Bulls: 2  
Corkscrew  
Iron Will

Year 2004:

Bareback Horses: 7  
Saddle Bronc Horses: 5  
Bucking Bulls: 2

Year 2006:

Bareback Horses: 6  
Goldy Locks  
Tiger Lily  
Oakey Robin  
Red Ears  
Eight Ball  
Hy Lo

Saddle Bronc Horses: 4  
Fire Fly  
Robin Hood  
Thorn Bird  
Millers Wheel

Bucking Bulls: 3  
Willie Do It  
Big Dipper  
Cork Screw

2006 WNFR – Won 5 Rounds  
Won 2006 Remuda Award

## Section C – References

Pat Christenson  
Wrangler National Finals Rodeo  
Las Vegas, NV.  
866-388-3267

Jeff Madsen  
Golden Spike Rodeo  
Tremonton, Utah  
435-863-3156

Pat Duncombe, Assistant General Manager  
Utah State Fair  
Administration Office  
155 N 1000 W  
Salt Lake City, Utah 84116  
(801) 538-8445

Brad Harmon  
Days of '47 Rodeo  
P.O. Box 596  
Magna, UT 84044  
801-964-5325

Leonard Ward  
That Famous Preston Night Rodeo  
Preston, Idaho  
208-852-2703

Kent Green  
Canyonlands Rodeo  
Moab, UT.  
435-259-1370

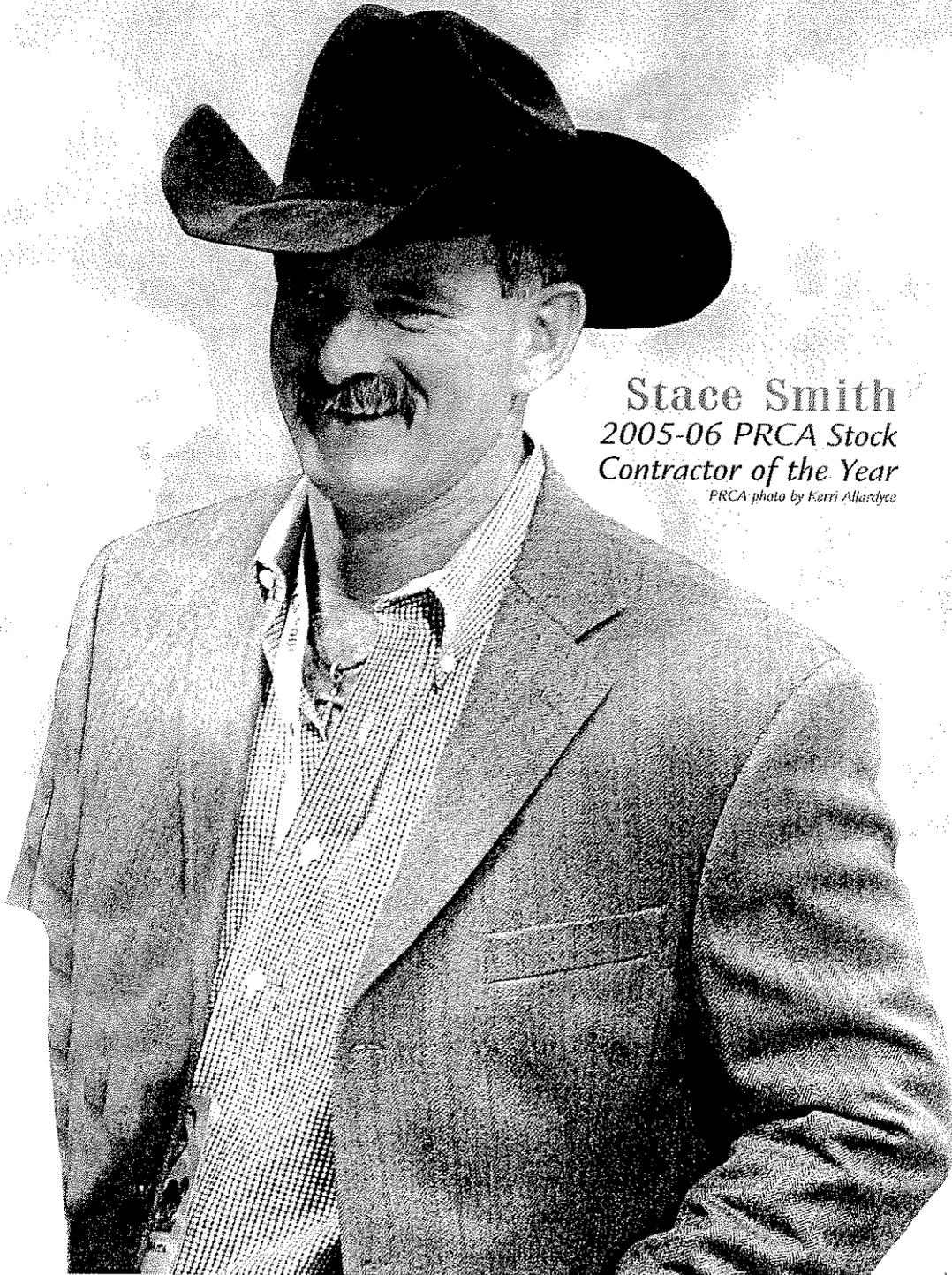
Mark Goodman  
Strawberry Days Rodeo  
Pleasant Grove, UT.  
801-785-5045

Gerald Young  
Oakley Independence Day  
Oakley, UT.  
435-783-5734

Bill Maddox, Chairman  
Pahrump Fall Festival PRCA Rodeo  
Pahrump, NV.  
775-764-0531

See attached ESPN *ProRodeo Sports News* article.

# STOCK CONTRACTORS



**Stace Smith**  
*2005-06 PRCA Stock  
Contractor of the Year*  
PRCA photo by Kerri Allardyce

## Stock Contractors

The stock contractor may be the most overlooked person in the production of a successful rodeo. The job duties of the stock contractor vary, from breeding livestock to loading animals to haul to the next rodeo. The main task is ensuring that the four-legged athletes of professional rodeo are healthy, well-fed, properly cared for and fit to perform.

And while the cowboys get most of the recognition, the bucking bulls and horses at PRCA rodeos play a vital role in the success of the contestant.

In roughstock events, half the cowboy's score comes from the animal's ability to buck with power and consistency.

The value of top bulls can reach \$30,000 and a first-rate bucking horse can sell for more than \$15,000.

The following is a listing of PRCA-member stock contracting companies and their owners.

### All-American Rodeo Company

**Stock Contractor:** Sam Swearingen; **Location:** Leicester, N.Y.; **Background:** The All-American Rodeo Company was founded by Ronald Martin in 1974. Ron Martin already had been a competing PRCA member since 1954 when he decided to apply for a stock contractor membership and start a rodeo company in New York state. Managing their business along with their sons Wayne and Leo, the Martin family produced many successful rodeos for 30 years. With the 2005 retirements of Ron and Kathy, the company's assets were purchased by Sam Swearingen, who became the sole owner of the Martins' former business.

### Andrews Rodeo Company, Inc.

**Stock Contractor:** Sammy Andrews; **Location:** Addielou, Texas; **Bucking Stock of the Year:** BR - Skoal's Outlaw Willie, 1991; Bodacious, 1994-95; **Background:** Sammy Andrews, the 2002 PRCA Stock Contractor of the Year, is a third-generation stock contractor. With knowledge gained from a lifetime of rodeo experience, Sammy and his son, James, operate the rodeo business and have enjoyed success with their breeding program for bucking bulls and horses. In 1999, bucking bull Bodacious was inducted into the ProRodeo Hall of Fame. Bodacious passed away in May 2000. His grave is located at the Andrews Ranch is marked with a bucking chute given to Andrews as a gift from RodeoHouston. Bodacious is buried on the Andrews ranch. In 2006, Fender Bender was runner-up in voting for the PRCA Bull of the Year award. The year before, Andrew' bull Cat Daddy finished second in voting for PRCA Bull of the Year.

### Bad Company Rodeo Inc.

**Stock Contractor:** Mack Altizer; **Location:** Del Rio, Texas; **Background:** Mack Altizer, the 2000 WPRA Stock Contractor of the Year, 1999 PWRA Producer of the Year and the 1998 PRCA Stock Contractor of the Year, is taking rodeo to the limit, meeting the challenges of the future while preserving the rich Western heritage. Blending award-winning bucking stock with the hottest music, Bad Company produces a rockin' rodeo concert experience that is winning over a new generation of rodeo fans. From its inception in 1982, Bad Company owner Mack Altizer has strived to attain yearly growth in every aspect of the business (total payout, added money, spectator attendance, contestant entries), keying on unique advertising, promotion and community involvement. Some of his championship stock includes seven-time National Finals Rodeo bull Wild Thing, which was voted Texas Circuit Bucking Bull of the Year in 1996 and 1999; Hammer Time, another bull selected to the NFR seven times; and perennial NFR bull Walk This Way.

### David Bailey Rodeo

**Stock Contractor:** David F. Bailey; **Location:** Fort Gibson, Okla.; **Background:** Though 1989 was his first year as a PRCA stock contractor, David Bailey has been in the rodeo business

for more than 40 years. Bailey and his wife, Lisa, own and manage David Bailey Rodeo Livestock and Ranch. Bailey's bull, Drippin' Super Cool, was selected as the top bull of the Wrangler NFR from 2002-03, and from 2005-06, his bull Lucky Strike received the top bull of the Wrangler NFR award.

### Bar T Rodeo Inc.

**Stock Contractor:** Bud Kerby; **Location:** Salt Lake City and Chester, Utah; **Background:** Bar T Rodeo Inc. has been in operation for more than 50 years. Stock is kept on 2,500 acres (both leased and owned) in central Utah. For the past several years, Bar T Rodeo has specialized in a bucking-horse breeding program that has produced a number of NFR bucking horses, including Deception, High & Mighty and Reception. Kerby added to his arsenal with the purchase of War Paint for \$24,000 at the 2002 Benny Birion's Wrangler NFR Bucking Horse and Bull Sale. The business has been family-run from the beginning. In 1997, Swanny Kerby, who started the business, was inducted into the ProRodeo Hall of Fame.

### Barnes PRCA Rodeo

**Stock Contractor:** Bob Barnes; **Location:** Peterson and Cherokee, Iowa; **Bucking Stock of the Year:** SB - Crystal Springs, 1977; **Background:** Bob Barnes has been in the business for 57 years and has had stock at each National Finals Rodeo since its inception in 1959. In addition, their stock has been chosen for every Great Lakes Circuit Finals. One of the most respected stockmen in professional rodeo, he was 1984 stock contractor of the year. He was inducted into the ProRodeo Hall of Fame in 1994. Barnes is one of the most prominent stock contractors east of the Mississippi River. Operating in a portion of the country not particularly noted for its Western background, he continues to educate people in that area about the sport. Bob has served on the Wrangler National Finals Rodeo Commission, the PRCA Executive Board and the PRCA Board of Directors. His bucking bull T Bar set an arena record with Terry Don West of 94 points at Reliant Stadium in Houston, Texas. His bareback horse, Smokeless Bow Tie, carried Wes Stevenson to a 93-point ride at the 2002 USSTC Cup Finale, the second-highest score in PRCA history. Since 1950, Barnes Rodeo has changed with the times. In 2006, they established a Web site at barnes.com.

### Beard Rodeos

**Stock Contractor:** Frank Beard; **Location:** Ellensburg, Wash.; **Background:** Frank Beard was raised on the Yakima Indian Reservation near Toppenish, Wash., and began competing in rodeo roughstock events at age 16. When he was 19, he went to work for stock contractor John Van Belle in Outlook, Wash., and married Van Belle's oldest daughter, Charlot. Beard worked for many years as a pickup man and rode saddle brones. He then worked as a farrier and horse trainer until 1974, when he began his rodeo stock contracting business.

Beard joined the PRCA in 1987 and has added several new rodeos to the Columbia River Circuit. Beard's son, Casey, is on the PRCA Board of Directors and is a flankman for roughstock events. Another son, Pat, was a pickup man at the 1989 National Finals Rodeo and is a horse trainer in Walla Walla, Wash.

### Beutler Bros. & Cervi Rodeo Co.

**Stock Contractor:** Binion Cervi; **Location:** Greeley, Colo.; **Bucking Stock of the Year:** SB - Frontier Airlines, 1975; Descent, 1966-69, 1971-72; SB - Brookman's Velvet, 1980; BR - Tiger, 1975; **Background:** Binion's father, Mike Cervi is responsible for producing many of the largest rodeos in the United States and served on the PRCA board of directors for a number of years. In 1967, Mike Cervi purchased Beutler Brothers Rodeo Company, one of the oldest (since 1929) and most prestigious rodeo companies in the business, along with Billy Minick Rodeo Company, to form Beutler Bros. & Cervi Rodeo Co. and Cervi Championship Rodeo. Cervi, who was named stock contractor of the year in 1983 and again in 2001, retains the Beutler Brothers name in Beutler Brothers and Cervi. In 2004, Mike sold the company to his son Binion, as well as the company known as the Cervi Championship Rodeo Co., previously owned by Harry Knight and Gene Aury. A listing for Cervi Championship Rodeo appears later in this section.

### Beutler and Son Rodeo Company

**Stock Contractor:** Bennie and Rhett Beutler; **Location:** Elk City, Okla.; **Bucking Stock of the Year:** BB - SamBass, 1973; Copenhagen Comotion, 1998-2000; SB - Blowout, 1985; Challenger & Skoal, 1987; BR - Cowtown, 1985; **Fighting Stock of the Year:** -4B, 1991; Red, 1992; Wack-O, 1996; Spotted Demon, 1998-99; Black Out, 2000; **Background:** Longtime PRCA stock contractor Bennie Beutler and his son, Rhett, joined forces in 2001 to form the Beutler and Son Rodeo Company. It had formerly been known as Beutler and Gaylord Rodeo Co., from 1989 to 2001. The Beutler name has been synonymous with the stock contracting business since 1929. Bennie's grandfather, Elra, and his great-uncles, Jake and Lynn, began supplying stock to Oklahoma and Texas rodeos more than 70 years ago. Bennie Beutler has served as assistant NFR manager since 1982; NFR chute boss, 1979-80; member of the PRCA Rules Committee, 1980; stock contractor representative on the NFR Committee, 1981-82; member of the PRCA board of directors, 1989-91; and is served as Stock Contractor Director on the PRCA board until 2004. He was the PRCA Stock Contractor of the Year in 1997.

### Big Bend Rodeo Company

**Stock Contractor:** Don Hutsell; **Location:** Ritzville, Wash.; **Bucking Stock of the Year:** BB - Spring Fling, 1997; SB - Spring Fling, 1999-2000; BR - Rapid Fire, 1997; Unforgiven, 2002; Tahonta, 2003-04. **Background:** Don Hutsell and Sonny Raley, who also are co-owners of Flying S Rodeo Company, formed Big Bend Rodeo Company in April 1992 when they bought the Kelsey and McLean Rodeo Company from the late Ralph McLean. In their first year, a Big Bend bull, Dog Face, was selected for the NFR, and was named the top bull of the Columbia River Circuit. Dog Face was the runner-up for bull-of-the-year honors in 1996. In 1997, Big Bend completed a rare double play with bareback horse Spring Fling and bucking bull Rapid Fire both capturing stock-of-the-year honors. Following the 1999 DNCFR, Don decided to put a saddle on Spring Fling, and it paid off as she blossomed and was voted the top saddle bronc. In 2002, the company received PRCA Bull of the Year honors for Unforgiven. The company held that title for two more years with Tahonta. Spring Fling was voted as one of the top three bareback horses for 2005. Hutsell retired Tahonta in 2006.

### Big Stone Rodeo Company

**Stock Contractor:** Bruce Sunstrum; **Location:** Cessford, Alberta; **Background:** Bruce Sunstrum was a CPRA contestant for 13 years, competing in all three roughstock events. In 1975, he and partner Art Klassen started Big Stone Rodeo Company. In 1997, the company teamed with Mike Cervi to provide stock at rodeos in Denver, San Antonio, Houston and San Angelo, Texas. At the 2002 Wrangler NFR, Big Stone bareback horse Chester Dippin Bandit and Will Lowe combined for an event-record 91-point ride. The horse was selected as top bareback horse of the 2002 Wrangler NFR and also has been named top horse of the Canadian Finals Rodeo four times.

Big Stone Rodeo Inc.

**Stock Contractor:** Bruce Sunstrum; **Location:** Cessford, Alberta; **Background:** Big Stone Rodeo Inc. is a separate company from Big Stone Rodeo Company but both are operated by Bruce Sunstrum.

### Broken Arrow Rodeos LLC

**Stock Contractor:** Billy Ward, Jerry Dorenkamp and Thomas Taylor; **Location:** Odessa, Texas; **Bucking Stock of the Year:** BR - Wardance, 2005; **Background:** Veteran stock contractor Harry Vold purchased Broken Arrow Rodeos Inc. from Bill Owen in 1998. Billy Ward bought the rights to Broken Arrow Rodeo in 2005. Received the PRCA Bull of the Year Award for their bull Wardance. Wardance also finished fifth in the Wrangler NFR bull voting. Billy Ward also works as a pickup man and has been selected for the Wrangler NFR a total of seven times.

### Brookman Rodeo Company

**Stock Contractor:** David Wiefelich; **Location:** Wolf Point, Mont.; **Background:** the late Marvin Brookman put his stock contracting business together over the years, working with rodeo companies such as Aber, Linger and Beutler Brothers and Cervi to supply stock. His business evolved and changed, and as Brookman said, "it got better." He joined the Cowboys' Turtle Association in 1936 and got his stock contractor card the same year. He started Brookman Rodeo Company in 1950 with culled stock from his father's herd, and now produces about 15 rodeos each year. Brookman was inducted into the ProRodeo Hall of Fame in 2005. He passed away in January of 2006 at the age of 92. Now his granddaughter, Cathy Wiefelich and her husband David, run the business.

### Burch Rodeo Company

**Stock Contractor:** Chad Burch; **Location:** Rozet, Wyo.; **Background:** Max Burch has bred bucking horses for more than 20 years that cowboys have described as "rank" or "eliminators." Burch purchased Midwest Rodeo Company from Steve Sutton in 1999, and now Max's son, Chad, runs the company. Burch's Blood Brother finished second in voting for PRCA Saddle Bronc of the Year from 2002-03.

### Burns Rodeo Company

**Stock Contractor:** Hal and Pete Burns; **Location:** Laramie, Wyo.; **Bucking Stock of the Year:** BR - Mr. T., 1986; Blenderhead, top three PRCA bull 2004. **Background:** Pete Burns' stock is kept at the High Plains arena, six miles from Laramie and at Burns' own ranch some 23 miles from Laramie. Located in Wyoming's southeastern section, various portions of the ranch top 8,500 feet in elevation. Burns' son, Hal, began his own bucking stock breeding program a few years ago. They are bucking various young horses they raised and now have bull calves sired by NFR bulls Mardi Gras and Mr. T. Has had stock selected for the Wrangler NFR every year since 1983.

## Stock Contractors (continued)

### Calgary Exhibition and Stampede

**Stock Contractor:** Keith Marrington; **Location:** Calgary, Alberta; **Bucking Stock of the Year:** BB - Grated Coconut, 2003-04, 2006; SB - Lonesome Me Skoal, 1989-90; Kloud Grey Skoal, 1987; Wande Dee, 1964; BB - Lonesome Me, 1984, '94; Moon Rucker, 1976; **Background:** In 1961, the Calgary Stampede bought a ranch to raise bucking horses. The rationale for the decision was for the Stampede to have the flexibility it needed in organizing their event. By breeding 70-plus mares a year, they would have a continuous supply of high caliber rodeo stock. With more than 22,000 acres of ranch, 500 horses and 90 head of bulls, the ranch has also ventured into embryo transfers. The company received the top bareback horse of the year honors in 2003-04 and 2006 for its horse, Grated Coconut.

### Carr Pro Rodeo

**Stock Contractor:** Pete Carr; **Location:** Dallas and Malakoff, Texas; **Background:** Carr Pro Rodeo was established in 2005 by Pete Carr, who has been producing more than 30 rodeos in 12 states for the past four years as a CLS Rodeo Productions partner with fellow PRCA stock contractors Stace Smith and Scotty Lovelace. Carr Pro Rodeo came into its own in 2006, producing rodeos in Texas, Louisiana, New Mexico and Colorado and had livestock selected for the Wrangler ProRodeo Tour Finales, the Texas Circuit Finals Rodeo and the Wrangler National Finals Rodeo. Carr Pro Rodeo's Horse, Real Deal, was voted the 2005 PRCA Bareback Horse of the Year and finished second in 2006.

### Sammy Catalena Rodeo Co.

**Stock Contractor:** Sammy Catalena; **Location:** Bryan, Texas; **Background:** Sammy Catalena has been involved in the sport of rodeo his entire life and became a PRCA stock contractor in 1987. Before starting his stock contracting business from scratch in the mid 1970s, Catalena competed in youth, college and amateur rodeos. Catalena's wife, Carolyn, and their three sons handle many of the responsibilities of the rodeo business. "We strive through the years to continually upgrade our bucking stock and keep the best timed-event cattle possible," Sammy Catalena said. Catalena has more than 2500 acres of ranch land for his 215 head of horses and 60 head of bulls. Skoals Titanic was the top bull in the third round at the 2000 Wrangler NFR.

### Cervi Championship Rodeo

**Stock Contractor:** Binion Cervi; **Location:** Sterling, Colo.; **Bucking Stock of the Year:** SB - Brookman's Velvet, 1980; BR - Tiger, 1975; **Background:** The man responsible for producing many of the largest rodeos in the United States is Binion's father, Mike Cervi. In 2004, Mike sold the business to Binion, who now runs one of the largest rodeo companies in the history of the business. The Cervi's can draw from a herd of more than 600 head of bucking stock, not to mention thousands of head of other livestock at his Colorado ranches. The company is a conglomeration of several company interests acquired over the years including the aforementioned "Beutler Brothers and Cervi Rodeo Company." In 1973, Mike acquired "Cervi Championship Rodeo Co." which previously was owned by Harry Knight and Gene Autry. Mike was named stock contractor of the year in 1983 and 2001.

### Cervi & Guidry Rodeo Company Inc.

**Stock Contractor:** Vernon A. Guidry; **Location:** Madisonville, Texas; **Background:** "Ranch reared" Vernon Guidry raises the majority of his formidable bucking bulls. In 1993, Guidry purchased the Dorenkamp Rodeo Company, Holly, Colo. Aside

from the rodeo company, Vernon has established a phenomenal "Born to Buck" program with such notable sires as Red Wasp, Hot Damn, Coopers Corner, Western Hauler, Final Dose, XS Energy and Hopscotch, with each possessing foundations back to legendary bulls such as Rooster, Hobo, Houdini, Tequila and Spook, just to name a few. Guidry partnered up with Binion Cervi in 2005 and the Cervi family bring in an outstanding set of foundation bred horses.

### Classic Pro Rodeo, Ltd.

**Stock Contractor:** Scotty Lovelace; **Location:** Waskom, Texas; **Background:** Lovelace, a former bareback rider, developed a love of rodeo in high school. He, his wife Tonya and his mother Patty purchased Classic Pro Rodeo as an amateur company in 1991 and in 1995 was approved to receive its stock contracting card. Lovelace reached the top of his craft in 2003 when he was named PRCA Stock Contractor of the Year. Classic Pro Rodeo has taken livestock to every National Finals Rodeo since eligibility in 1997. Its horse, Wise Guy, was voted the most outstanding bareback horse of the 2006 Wrangler NFR. The company is proud to have on its schedule 18 PRCA rodeos for the 2007 season.

### Corey & Horst Rodeo Co.

**Stock Contractor:** Mike Corey; **Location:** Moses Lake, Wash.; **Background:** Corey, involved in rodeo as a bull rider, pickup man and amateur contractor, in 1999 joined forces with financial partner George Horst. In 2000, Corey purchased Southern Rodeos, Inc. from Billy Jaynes, who started the company in 1990. Their bull Seven of Hearts finished in a three-way tie for third in the 2005 PRCA Bull of the Year voting.

### Cowtown Rodeos Inc.

**Stock Contractor:** Grant Harris; **Location:** Pilesgrove, N.J.; **Background:** Grant Harris is no stranger to the rodeo business. His grandfather started producing rodeos in 1930 as a sideline to the family's livestock market. In 1955, Grant's father, Howard, started a weekly rodeo. Then in 1978, Grant purchased the eastern rodeo and still produces rodeos in conjunction with livestock auctions, farmer's markets and farming operations. Harris, who joined the PRCA in 1973, competed in bull riding, team roping and saddle bronc riding. He was the First Frontier Circuit saddle bronc riding champion in 1975, 1977-78.

### D H & T Rodeo

**Stock Contractors:** Hank Franzen and Dillon Page; **Location:** Wright, Wyo., and Ardmore, Okla. **Background:** In 2005, Powder River Rodeo Company owners Hank and Lori Franzen formed a partnership with renowned bull breeder Dillon Page to start D H & T Rodeo. The Franzens' horses reside on their 15,000-acre ranch in Wright, Wyo., while the bulls are raised on Page's ranch in Ardmore, Okla.

### Diamond "G" Rodeos Inc.

**Stock Contractor:** Steve and Cyndi Gilbert; **Location:** Toquerville, Utah; **Background:** Steve and Cyndi Gilbert purchased two stock contracting companies in 1991. 2000 World Bull Riding Champion Cody Hancock scored 96 points on Mr. USA in the 10th round of the 2001 Wrangler NFR, an event record. Steve joined the PRCA Board of Directors as a stock contractor representative in 2005.

### Five Star Rodeo Inc.

**Owner:** Marty Johns; **General Manager:** Paul Bowers; **Location:** Davie, Fla. **Background:** Five Star Rodeo was formed in 1986 when brothers Troy, Dan and Wayne Weekley, along with their lifelong friend Donald Parrish, purchased Flying C Rodeo from Eric Goolsby of Okeechobee, Fla. Weekley was a stock contractor for 20 years and has produced PRCA sanc-

nioned rodeos throughout Florida and Georgia. He has served on the Southeastern Circuit board of directors for the past 16 years. Weekley has been the committee representative for the PRCA rodeos held in West Palm Beach, Miami, Tampa and Jacksonville, Fla., and since 1986 he has been the representative at more than 160 PRCA sanctioned rodeos. Weekley was elected to the PRCA executive council four years ago, and has served on the PRCA board of directors for the past four years.

#### **Flying 5 Rodeo Company**

**Stock Contractor:** Walter "Sonny" Riley; **Location:** Pomeroy, Wash.; **Bucking Stock of the Year:** BR - Yellow Jacket, 1999, Border Patrol, 2000; **Background:** After producing amateur rodeos in the Northwest for four years, Flying 5 joined the PRCA in 1974. Along with a wheat farm and cattle ranch, the rodeo company also is a family-oriented operation. Riley is a former sale yard owner and has established a breeding program for bucking horses. It isn't unusual for Flying 5 to put on a rodeo with as many as 20 young horses in the draw. "Nothing pleases us more than to be able to buck a good cowboy off one of our colts," Riley said.

#### **Flying U Rodeo Company**

**Stock Contractor:** Cotton Rosser; **Location:** Marysville, Calif.; **Bucking Stock of the Year:** SB - Buckskin Velvet, 1982; BB - Classic Velvet, 1983; **Background:** Cotton Rosser, president and operations manager of the Flying U Rodeo Company, has a successful bucking horse breeding program that has produced excellent bucking stock such as Buckskin Velvet, the 1982 saddle bronc of the year. Rosser raises 80 percent of his bucking horses, 10 percent of his bulls and 50 percent of his calves, making only one or two trips to purchase stock each year. Rosser's oldest son, Lee, also holds a stock contractor's card; son, Reno, is a PRCA contestant; his wife, Karin, is a PRCA rodeo secretary, as is his daughter, Cindy Moreno; and son Brian and son-in-law Julio Moreno are PRCA contestants and Flying U pickup men, and he also serves on the PRCA Board of Directors.

#### **4L Rodeo Company**

**Stock Contractor:** Charlie Lowry; **Location:** Summerville, Ga.; **Background:** 4L is a family-owned and operated firm that was founded by former PRCA contestant Charlie Lowry, the 2002 Women's Professional Rodeo Association Stock Contractor of the Year. In 1981, Lowry won the steer wrestling and all-around titles at Cheyenne (Wyo.) Frontier Days, pocketing \$18,000 - at that time, the most money ever won at a single rodeo. He was an NFR qualifier from 1978-79 and again in 1981. He also holds 16 year-end titles in the Southeastern Circuit. He obtained his PRCA card in 1974 and started his stock contracting business in 1985. The 4L company works rodeos in the Southeastern part of the country and is Georgia's largest and most established professional rodeo producer.

#### **Franklin Rodeo Company, Ltd.**

**Stock Contractor:** Shane Franklin; **Location:** Bonnyville, Alberta; **Bucking Stock of the Year:** BB - Kingsway Skoal, 1983; Airwolf, 1993; SB - Kingsway Skoal, 1995-96; **Background:** Franklin Rodeo Company has been in operation since the early 1970s and produces rodeos in British Columbia, Alberta and Saskatchewan. Franklin Rodeo raises its own bucking stock from a carefully selected breeding program. They raise 40 colts and 50 bull calves a year on 14,000 acres deeded and leased. Franklin Rodeo Company is the home of former bareback and saddle bronc horses of the year KR Kingsway and 435 Airwolf.

#### **Frontier Rodeo**

**Stock Contractor:** Jerry Nelson; **Location:** Gypsum, Kan.; **Background:** Jerry Nelson partnered with Jim Crowther, who has been in the rodeo business for more than 25 years, in 2004 to form Frontier Rodeo. Operating on his ranch in Roxbury, Kan., Crowther has 500 head in his cow-calf operation, and

also runs 2,000 head of yearling grass cattle. With Nelson, the two have more than 500 bulls that perform in amateur and PRCA events. Big Bucks was part of a three-way tie for third place in the PRCA top stock of the year 2005.

#### **Gold Buckle Rodeo Company**

**Stock Contractor:** Dr. Bruce & Christie Fink; **Location:** Fairburn, Ga.; **Background:** Dr. Fink and Mark Dreesen have been in the rodeo business as contestants and stock contractors for more than 20 years each. They have run their businesses as a family owned and operated business, and they merged together in 2004. Since then, the company has produced and promoted rodeos in the Southeast, mostly in Georgia, and provided stock at the Wrangler NFR in 2005.

#### **Growney Bros. Rodeo Company**

**Stock Contractor:** John L. Growney; **Location:** Red Bluff, Calif.; **Bucking Stock of the Year:** BR - Red Rock, 1987, Dodge Ram Tough, 1996 (also Dodge Truck Bull of the Year); **Background:** Growney Brothers Rodeo Company started with stock that Growney, a PRCA roughstock competitor, used to practice on. In 1979, Growney purchased Rodeo Stock Contractors Inc. and turned professional after three years in the amateur rodeo business. At the 1981 National Finals Rodeo, bareback horse Dreamboat Annie brought the Growney Brothers Rodeo Co. name to the forefront when she paired with Larry Peabody, setting a record 89-point ride that held until 1995. Growney added to his legacy when Moulin Rouge was named top bareback horse of the 2003 Wrangler NFR. Growney, the 2000 PRCA Stock Contractor of the Year, and Don Kish are partners. Kish serves as the livestock boss and pickup man. The Growney Bros. headquarters is on 50 acres near the southern city limits of Red Bluff. Another 2,000 acres three miles west of the town are leased for winter ranging. Growney Brothers is the home of bull Wolfman (whose bloodlines include Hall of Fame bulls Red Rock and Oscar), who in 1991 teamed with Wade Leslie for the only 100-point ride in rodeo history.

#### **Honeycutt Rodeo**

**Stock Contractor:** Roy Honeycutt; **Location:** Alamosa, Colo.; **Background:** Roy Honeycutt, a former PRCA competitor, combines the knowledge he has acquired through the years to further fair competition, develop new rodeo events and expand on a sport that is the heart of Honeycutt Rodeo. Based in Alamosa, Colo., Honeycutt continues the traditions of his father-in-law, Walter Alsbaugh, who provided Honeycutt with a legacy of wisdom of the stock contracting business and the breeding of award-winning bucking horses. Four generations link experience with the traditional roles of rodeo and state-of-the-art event promotions. Honeycutt Rodeo creates quality family rodeo entertainment by combining award-winning bucking stock, top contract personnel and dynamic music.

#### **J Bar J Ranch Inc.**

**Stock Contractor:** Jim and Margaret Zinser; **Location:** Clare, Mich.; **Background:** The Zinsers started in 1969 when Jim, a bull rider and steer wrestler in the 1960s, and Margaret, his wife, decided to buy an existing company that had been producing rodeos in the Midwest. J Bar J furthered the rodeo business in the Midwest by growing in leaps and bounds, finally ending up with the highest of rodeo production in the PRCA. They have developed a bucking horse breeding program with animals that have gone on to be PRCA world champion in 2005 as Real Deal of Pete Carr and Stace Smith Pro Rodeos was ranch-raised on J Bar J land. They also have an existing bucking bull program that is working well for them with outstanding young bulls each year, such as Night Jacket, a perennial Wrangler NFR selection, and Stone Cold, the 1999 Great Lakes Circuit bull of the year. Cody Zinser, their son, is a pickup man and PRCA steer wrestler who takes care of all the arena preparations and feeding of the livestock on the road. Shannon Zinser, their daughter, runs barrels, is a timer and assistant sec-

## Stock Contractors (continued)

retary to her mother. Shannon and her daughter Jayce also plan patriotic openings with costumes.

### JK Rodeo Company

**Stock Contractor:** Jim Kenney; **Location:** Carlsbad, N.M.; **Background:** Jim Kenney, a PRCA gold card member and former tie-down and steer roper, began competing in 1961 and has been involved in rodeo ever since. He purchased Custer-bred mares from Harry Vold in the early 1990s and, with the help of Ike Sankey, Kenney started raising bucking stock. He also raises commercial stock on his ranch in Guadalupe Peak, Texas. In 2000, Kenney purchased Auger Rodeo Co.

### Johnson and Jordan Rodeos

**Stock Contractor:** Mark Johnson and Josh Jordan; **Location:** Jackson, Mo. **Background:** The pair started producing amateur rodeos in 1994, and in 2004 merged with Glenn Southwick of Wellington, Colo. Later, Johnson and Jordan Rodeos was created. The company was selected to provide livestock to the 2004 Wrangler National Finals Rodeo. They operate on a 300-acre ranch in Jackson, Mo., with a herd of 80 horses and 55 bulls.

### J.S. Rodeo, LLC

**Stock Contractor:** John Smith; **Location:** Belt, Mont. **Background:** Smith has been raising bucking horses since he was very young and spent 20 plus years as a contestant saddle bronc rider, qualifying for the Wrangler NFR from 1990-91. Smith won a saddle bronc Canadian championship in 1988. He is partnered up with Pat Johnson who has been in the rodeo business since the 1970's and is also a rancher.

### Kesler Championship Rodeo

**Stock Contractor:** Duane Kesler; **Location:** Helena, Mont., and McGrath, Alberta; **Bucking Stock of the Year:** BB - Cool Alley, 2001; Alley Ways, 2002, 2004; **Background:** Duane Kesler in 1995 took over the company started by his grandfather, Reg Kesler, in 1950. Kesler is a noted pickup man and is the son of PRCA stock contractor Greg Kesler. At the Pace ProRodeo Classic in Dallas, Kesler's Cover Girl teamed with Wes Stevenson for a PRCA-record 94-point ride.

### Kesler Rodeo

**Stock Contractor:** Greg Kesler; **Location:** Helena, Mont.; **Bucking Stock of the Year:** SB - Painted Smile, 2001-03; Skool's Alley Cat, 1988; **Background:** Son of the late stock contractor Reg Kesler, Greg Kesler was reared in the rodeo business. "My dad started his business in 1950 and I branched out into my own in 1974," said Kesler, who runs 375 head of horses, 125 bulls and a large beef herd on six sections of land 14 miles south of Lethbridge, Alberta. His horse, Country Cat, was named most outstanding saddle bronc of the 2006 Wrangler NFR. As a contestant, Greg competed in all rodeo events except bull riding. Kesler's family-operated stock contracting company produces about 15 rodeos a year. Greg takes great pride in his stock and strives to have the best. "Only the best is good enough," he said.

### J.C. Kitaif Pro Rodeos, Inc.

**Stock Contractor:** J.C. and Amy Kitaif; **Location:** Tylertown, Miss.; **Background:** After moving up in the ranks of the rodeo world as contestants, J.C. and Amy decided to start their own stock contracting business as the "next logical step." They provide good quality stock from the Gulf Coast to Florida. The company has its main ranch in Tylertown, Miss., but also has another property in Church Point, La. The 2006 season was an exception season for growth for the company with television appearances with the Dodge Xtreme Bulls Tour, presented by B&W Trailer Hitchers. The rodeo company's breeding program is budding with great potential in its bull and horse program.

Their mission is to produce top quality rides and give a return to the committees with great livestock, promotions and first-class rodeo production.

### Dan Klein & Sons Rodeo Co.

**Stock Contractor:** Errol Klein; **Location:** Jackson, La.; **Background:** Klein & Sons Rodeo Company was started in 1970 as Circle K Rodeo by Dan Klein. His son, Errol, is the primary stock contractor, chute boss and arena director. Errol's brothers, Roy "Boo" and Dan Jr. are both pickup men. All three brothers have provided stock for professional rodeos since the company began. Klein and Sons has progressed through the ranks, producing Little Britches, high school and college rodeos. The Klein family joined the PRCA and became a professional stock contracting company in 1978. The next year, the company produced 15 rodeos, including two college and two high school rodeos, spanning five states and 7,000 miles, from Arkansas to Mississippi.

### Korkow Rodeos

**Stock Contractor:** Jim Korkow; **Location:** Pierre, S.D.; **Bucking Stock of the Year:** SB - Slippery, 2006. **Background:** Korkow Rodeos, heading into its 60th year of operation, has a strong breeding program, raising 90 percent of its own bucking stock. Korkow saddle broncs are in high demand. The Korkows produce professional, 4-H, college and high school rodeos. Korkow Rodeos remains one of only three contracting companies that has had stock chosen for every NFR since it began in 1959. In 1996, the WPRA selected Jim Korkow as its stock contractor of the year. His saddle bronc horse Slippery was chosen top saddle bronc of the 2005 Wrangler NFR and was the 2006 PRCA Saddle Bronc of the Year.

### Lancaster and Pickett Pro Rodeo Company

**Stock Contractor:** Chad Lancaster and Cullen Pickett. **Location:** Fairfield, Texas. **Background:** Lancaster and Pickett formed their partnership in 2002 and have had their livestock perform at the Wrangler National Finals Rodeo from 2004-05 and also the Wrangler ProRodeo Tour Championship in Dallas from 2005-06. Lancaster's father, Ray, has been involved in the stock contracting and producing business for nearly 30 years. Besides producing top livestock, the company strives to give its crowds a great production, too. Trish Lynn and the All American Cowgirl Chicks are an equestrian drill team that perform at Lancaster and Pickett rodeos throughout Texas.

### Mid-States Rodeo Company

**Stock Contractor:** John Walter; **Location:** Kirksville, Mo.; **Background:** Mid-States Rodeo Company marks its 34th year in business in 2006. Walter became a PRCA stock contractor in 1979, and was named the Great Lakes ProRodeo Circuit stock contractor of the year in 1985.

### MJM Rodeos

**Stock Contractor:** Marty and John Barnes; **Location:** Peterson and Sutherland, Iowa; **Background:** The sons of prominent rodeo producer Bob Barnes, Marty and John began their own stock contracting business in 1984, producing eight rodeos. The two brothers have begun a horse breeding program. At the 2005 Wrangler National Finals Rodeo, MJM Rodeos horses were judged high-point winner in three of the 10 performances in saddle bronc riding. Valpo Johnny was selected as the fourth-best horse in the event.

### "Mo" Betta Rodeo Company

**Stock Contractor:** Maury and Nikki Tate; **Location:** Apache, Okla.; **Background:** The husband and wife team have been raising bucking bulls since 2000. Maury has been a PRCA card holding tie-down roper for 18 years and was the 1991 ONCFR

tie-down roping champion. When the pair was acquired the contract for the Cody Nite Rodeo in Cody, Wyo., their business started to grow. Cody Nite Rodeo has seen increased contestant appearances, increased rodeo crowds and increased contestant payout since they've taken over, said Maury. The company is best known for it's "Mo"Betta shirt line and they host the "Mo"Betta Invitational Calf Roping and "Mo"Betta Celebrity Quail Hunt.

#### **Mosbrucker Rodeos, Inc.**

**Stock Contractor:** Wally Mosbrucker; **Location:** Mandan, N.D. **Background:** After producing high school and amateur rodeos in the upper Midwest since 1978, Mosbrucker Rodeos, Inc. turned professional in 2004. Wally and his brother, Kelly, are second generation stock contractor who operate the company on the family ranch in Mandan, N.D. Their father Jim and Kelly handle the livestock, while Wally takes care of promotions. The Mosbruckers had the top-selling horse at the Wrangler NFR Bucking Stock and Sale three times. In 2005, the company had two horses selected for the Wrangler NFR. Bay Wolf, a saddle bronc, received the Wrangler Award for the highest-scored horse of Round 3. In 2006, Mosbrucker's bareback horse Badlands Bay teamed with Jason Jeter in Dodge City, Kan., for an arena-record, 88-point ride. The company in 2006 had livestock selected for Wrangler Tour Finals in Omaha, Neb., and Dallas, as well as the Wrangler NFR.

#### **New West Productions**

**Stock Contractor:** Wade Sankey; **Location:** Powell, Wyo.; **Background:** Wade is the son of long-time stock contractor Ike Sankey.

#### **Harvey Northcott Rodeo**

**Stock Contractor:** Harvey Northcott; **Location:** Caroline, Alberta; **Background:** Harvey Northcott raises some of his bulls from a herd of 65 ranch-raised Brahma-cross cows on 1,600 acres of deeded lands in the west-central hills of Alberta. Northcott's horses include Matt Dillon, (the top saddle bronc at the 1988 NFR) Youngblood, Tailfeathers, Dark Alley, Wyatt Earp and Dark Horse and bull Truck Payment, the reserve world champion in 1989. Northcott produced his first rodeo July 1, 1967, in Carlsland, Alberta. He picked up his Canadian Professional Rodeo Association membership in 1972. He serves as a stock contractor representative on the CPRA board of directors.

#### **Northern Cross Rodeo Co.**

**Stock Contractor:** Glen Herriman; **Location:** Omak, Wash.; **Background:** Glen Herriman and his wife, Belinda, started their stock contracting business in the amateur ranks 20 years ago. Eventually, their five daughters had a hand in the operation as well. In 2004, the company purchased its PRCA card. Herriman, a former PRCA contestant, who is a pick-up man on occasion, has two ranches in Omak, Wash.

#### **Pinz Rodeo Company**

**Stock Contractor:** Buddy Pinz; **Location:** Terrebonne, Ore. **Background:** After years of rodeo competition during the 1970s, Buddy Pinz became a full-time stock contractor in 1979, providing award-winning bucking stock to amateur rodeos. Pinz became a PRCA stock contractor in 1989 and continues to supply top bucking horses and bulls that are the products of his successful breeding program. The Pinz company is a family operation that welcomes the contributions of Pinz's wife, Shen, and daughters, Jennifer and Ashley. The company produces more than 30 rodeos a year in five Western states.

#### **Powder River Rodeo, LLC**

**Stock Contractor:** Hank Franzen; **Location:** Wright, Wyo.; **Bucking Stock of the Year:** BB - Khadafi, 1990, 1995-96; SB - Miss Congeniality, 2005; **Background:** Hank Franzen, a PRCA

Gold Card member, began in the PRCA stock contracting business in 1986 after spending all his life in a rodeo arena. He and his wife, Lori, started the company on their own, and in their 20 years of business, have earned nearly 135 "top stock" awards, including national, DNCFR and circuit awards. The Franzens' children, Jill and John, are a huge part of their family entertainment productions. The Franzens live on a 15,000-acre ranch in Wright, Wyo., where they run more than 350 head of horses, 150 head of bulls and 100 head of cows. Most of their livestock has been raised in their "born to buck" breeding program started 16 years ago. The Franzens produce and lease to 35 rodeos a year. Hank also serves as the stock contractor representative for the Dodge National Circuit Finals Rodeo.

#### **Rafter G Rodeo Co. Inc.**

**Stock Contractor:** Neal Gay and Jim Gay; **Location:** Terrell, Texas; **Background:** In 1958, a group of cowboys, including Gay - the father of eight-time world bull riding champion Don Gay - Jim Shoulders, Ira Akers, Bob Grant, Harry Tomplins and D.J. Gaudin formed the company. Gay was also the founder of the Mesquite Championship Rodeo, formerly the Mesquite Rodeo Co. Neal and Shoulders purchased an old auction barn in 1957, tore it down and built the Mesquite rodeo arena, which opened in 1958. The \$6.5 million Resistol Arena, "Home of the Mesquite Championship Rodeo," named for its famed weekly rodeo, made its successful debut in 1986. It played host to the 2000 Copenhagen Cup Finale of the summer Wrangler ProRodeo Tour. In 1999, Neal sold the Mesquite Championship Rodeo Complex and changed the name of his rodeo company to Rafter G.

#### **Rafter H Rodeo Livestock Co.**

**Stock Contractor:** Dell Hall; **Location:** Hulbert, Okla.; **Bucking Stock of the Year:** SB - Alibi, 1983; BR - No. 105, 1981, 1984; Skoal's King Kong, 1998; **Background:** Dell Hall has been in the stock contracting business for nearly 45 years, the last 30 as a member of the PRCA. Rafter H Rodeo is a family-run operation on a ranch 10 miles northwest of Tahlequah, Okla. Dell's wife, Betty, is a PRCA timer, while his daughter, Shelley, is a PRCA secretary. As a former contestant in both riding and timed events, Hall knows that the stock draw can either make or break a contestant. Hall raises the majority of his bucking horses and bulls but still makes two or three buying trips a year for stock.

#### **Rosser Rodeo Company**

**Stock Contractor:** Lee Rosser; **Location:** Wheatland, Calif. **Background:** Established in 1994, Rosser Rodeo Company is family owned and operated. Wife, Bonnie, is a gold card timer, while son, Levi, is a PRCA steer wrestler, roper and pick up man, and daughter Linsay Lee competes in barrel racing, ropes and is part manager of the company. Rosser spent more than 18 years competing in the PRCA in saddle bronc, steer wrestling, tie-down roping and team roping. The company works extensively with breeding programs for replacement bulls and horses. Rosser has been a PRCA card member since 1966. **Notable animals at the Wrangler NFR through the years have been:** Lady Red Hawk, Flood Waters, Black Jack, Dirty Water and Hot Water. Rosser is serving on the PRCA Stock Contractors Executive Council.

#### **Rumford Rodeo Company and Circle A Ranch**

**Stock Contractor:** Bronc, Tommy and Lola Rumford - Elmer Anderson; **Location:** Abbyville, Kan.; **Background:** The company has been involved in rodeo for three generations, where rodeo isn't only a tradition but a way of life. Every member of these two families is involved in the breeding programs that generate the bucking horse and bulls that are used at their rodeos. The production of the different rodeos is managed by Bronc Rumford, a gold-card member of the PRCA. Tommy Rumford and Doyle Anderson handle the transportation and

## Stock Contractors (continued)

behind-the-scenes handling of the livestock. Jerome Schneeberger, one of the premier tie-down ropers in the world, works as a pickup man, while his wife Haley handles the secretary/timer chores along with Kate Rumford, Bronc's wife. Justin, Tyrell and Tamara compete as run the family companies. PRCA members since 1984, the company produces 10-15 PRCA-sanctioned events annually, and also takes part in high school and college rodeos as well. The company also has international experience with their Wild West shows and rodeos in Finland, France, Venezuela and, most recently, the Middle Eastern country of Oman.

### Russell Rodeo Company

**Stock Contractor:** Danny Russell; **Location:** Folsom, Calif.; **Background:** Russell, or "Lil' Dan," is the sixth generation of Russells involved in the ranching business and third generation in the rodeo business. With the help of his father, Dan M., the younger Russell started his first rodeo company when he was just 16 years old.

### Salt River Rodeo Company

**Stock Contractor:** Skip Beeler; **Location:** Mayer, Ariz.; **Background:** In 2001, Dan Mundorf, Jerry Nelson Jr. and Skip Beeler purchased Auger Rodeo Company, owned by K.D. Auger, and renamed it Salt River Company. Previously, Auger bought All-Star Rodeo Co. from ProRodeo Hall of Fame bull rider Don Gay. The company is now owned by Skip Beeler and Milo Dewitt.

### Sankey Rodeo Company

**Stock Contractor:** Ike Sankey; **Location:** Joliet, Wyo.; **Bucking Stock of the Year:** SB - Skitsø Skoal, 1994, 1997, Skoal's Wild Card, 1998, Surprise Party Skoal, 2000; **Background:** Ike Sankey started rodeo competition in 1969 and has consistently been involved in the sport since that time, later getting his stock contracting card in 1978 with his father, Bud. Ike Sankey qualified four consecutive times for the NFR (1975-78) and in 1978 qualified in two different events (bareback riding and saddle bronc riding). His evolution from competitor to producer makes him sensitive to the needs of the cowboys and their point of view. He believes that professional rodeo should be fast, fun family entertainment. Most of the horses taken to the NFR each year are raised by Sankey. His goal in all phases of the business is quality.

### Silver Spurs Club Inc.

**Stock Contractor:** Doug Partin; **Location:** Kissimmee, Fla.; **Background:** The Silver Spurs Club's first full dress rodeo was held on July 4, 1944, and has been a yearly event since. An annual February rodeo was added in 1951, and the club celebrated the production of its 100th rodeo in February 1998. The famous Silver Spurs Quadrille has performed at every rodeo produced by the club. Beginning in 1998, the Silver Spurs Club dropped its annual July rodeo and moved the production to October. The club also puts on two rodeos in Okeechobee, Fla., in March and September, one in Melbourne, Fla., and other rodeos.

### Silverado Pro Rodeo, LLC

**Stock Contractor:** Byron Walker; **Location:** Ennis, Texas; **Background:** Walker, the 1981 world steer wrestling champion who made 16 appearances at the Wrangler NFR, started his stock contracting career in 2004, with the creation of Silverado Rodeo. After his bulldogging career ended, Walker began producing rodeos and later got into raising bucking bulls. The company for the past six years has produced the Pasadena (Texas) Livestock Show and Rodeo, one of the country's largest livestock shows.

### Joe Simon Rodeo Company

**Stock Contractor:** Joe Simon; **Location:** Lakeview, Minn.; **Background:** Joe Simon, a PRCA stock contractor since 1991 with Double J Rodeo Company, bought out B Bar J Rodeo Company in 2002. He renamed the company Joe Simon Rodeo.

### Slash T Rodeo Company

**Stock Contractor:** Pat O'Maley; **Location:** Gooding, Idaho; **Background:** In 2002, veteran Idaho stock contractor Pat O'Maley bought out Gilbert's Diamond "G" Rodeo Company and renamed it Slash T Rodeo. O'Maley and his wife, Juanita, decided to trade their stock cow operation for a life in rodeo. Slash T has been in the stock contracting business for more than 25 years. Pat O'Maley, a former champion bull rider, has served as the stock contractor director for the Wilderness Circuit Finals. The company supplies livestock to more than 25 rodeos each year. Notable animals have been Snake Eater (95-point ride by Terry Don West at the 2003 Wrangler NFR), Oreo and Gone Wild.

### Southwick and Robertson Rodeo Co.

**Stock Contractor:** Glenn Southwick and Harlan Robertson; **Location:** Jay Em, Wyo., and Gilmer, Texas. **Bucking Stock of the Year:** BR - Biloxi Blues, 2006. **Background:** Harlan Robertson has been raising and bucking bulls for the past 15 years. In 2006, his bull Biloxi Blues was selected as the PRCA Bull of the Year. Southwick has been involved in rodeo since his youth as a bull riding contestant. For the past 20 years, he has been contracting stock for rodeos at all levels. A PRCA member since 1998, Southwick has been in the business for 15 years.

### Smith, Harper and Morgan Rodeo Co.

**Stock Contractor:** Stace Smith and Rory Lemmel; **Location:** Athens, Texas; **Bucking Stock of the Year:** BB - Real Deal, 2005; **Background:** Smith became the sole owner of Smith, Harper and Morgan at the end of 2004. Harper and Morgan have been producing rodeos since 1965 and have been stock contractors since 1983. Real Deal was the Bareback Horse of the Year for 2005.

### Stace Smith Pro Rodeos

**Stock Contractor:** Stace Smith; **Location:** Athens, Texas; **Bucking Stock of the Year:** BR - Hurricane, 2001; **Background:** In just seven seasons as a PRCA stock contractor, Stace Smith sure has made a name for himself. The owner of a telecommunications construction company, Smith has sent stock to the Wrangler National Finals Rodeo in each of the six years for which he has been eligible. In 2001, his bull, Hurricane, was selected PRCA Bucking Bull of the Year, and in 2005 saddle bronc horse Big Jet finished third in the top stock of the year voting, and was third in the Wrangler NFR top stock. Smith stays busy building his bull and bucking horse breeding program. Smith was named PRCA Stock Contractor of the Year three years in a row, 2004-06.

### Sutton Rodeos Inc.

**Stock Contractor:** Jim Sutton; **Location:** Onida, S.D.; **Bucking Stock of the Year:** SB - Deep Water, 1979; BB - Tombstone, 1985; **Background:** Jim's father, James H. Sutton - a ProRodeo Hall of Fame member - produced his first rodeo on the home ranch in 1926. Sutton Rodeos was formed in the late 1960s and with 80 years of rodeo experience, and the Sutton tradition continues. Steve (son of Jim), is co-owner and NFR pickup man in three decades (1978, 1981, 1986, 1993, 1995). The Suttons raise 90 percent of their breeding stock (horses). Sutton Rodeos did the NFR openings in 1995 and 1996. Jim also started the Wrangler Bullfights in 1981 in Rapid City, S.D. Jim's

wife, Julie, is in charge of publicity, advance promotion and is a PRCA timer. Steve's wife, Kim, also is a timer. Now in its fifth generation, Steve and Kim's daughter, Amy, is a PRCA contestant and a timer. Their son, Brent, is a PRCA contestant and a pickup man, while their youngest son, Brice, is a state high school rodeo finalist.

#### **Three Hills Rodeo Inc.**

**Stock Contractor:** David P. Morhead; **Location:** Maquoketa, Iowa; **Background:** The stock contracting and production company has been in existence since 1986 and features award-winning livestock and quality production. The ranching operation features a bucking horse and bull breeding program with superior genetics as well as a commercial cow/calf herd and registered quarter horses and paints.

#### **Triple V Rodeo Co.**

**Stock Contractor:** Dona, Doug and Darce Vold; **Location:** Avondale, Colo. **Background:** This partnership is known for producing many top rodeos for the past several years, but they formed Triple V Rodeo in March 2005. Their continued success is credited to outstanding production in the arena as well as raising top quality bucking horses and bulls through a long-standing breeding program. Their father, Harry Vold, has been in the rodeo business for more than 50 years and is a member of the ProRodeo Hall of Fame.

#### **Harry Vold Rodeo Company**

**Stock Contractor:** Harry Vold; **Location:** Avondale, Colo.; **Bucking Stock of the Year:** SB - Sarcee Sorrel, 1976; Rusty, 1981; Angel Sings, 1978-79; Wrangler Savvy, 1986; Bobby Joe Skoal, 1991-93; BB - Smokey, 1974; BR - Panda Bear, 1976, No. 777, 1979-80; **Background:** Born and raised in Canada, Vold started his rodeo company in 1954, relocating to a Colorado ranch in the late 1960s. Vold's goal is "to produce top rodeos all over North America and to have the best stock at the biggest and best rodeos, featuring the top cowboys." Vold, voted the PRCA stock contractor of the year 11 times, buys most of his bulls but also breeds many bucking horses. He puts on rodeos in 15 states, including "The Daddy of 'Em All," the Cheyenne (Wyo.) Frontier Days. Vold raises approximately 75 colts a year in his own bucking horse breeding program.

#### **Wayne Vold Rodeo Company**

**Stock Contractor:** Wayne Vold; **Location:** High River, Alberta; **Bucking Stock of the Year:** SB - Try Me, 1984; **Background:**

Vold is the son of Harry Vold, one of the PRCA's most highly regarded stock contractors. Wayne got into the business in 1965 through a partnership with his father, and the liaison continues today. Wayne and Harry often work together to supply stock for a rodeo; Wayne locates his string in DeWinton, Alberta, and Harry's home base is Avondale, Colo. Wayne is also involved with his father in a breeding program, helping raise their own bucking stock. Wayne raises approximately 15 percent of his broncs and 20 percent of his bareback horses and bulls. His bareback horse Awesome was voted top bareback horse at the 2005 Wrangler NFR. He has also sang the Canadian anthem several times at the Wrangler NFR.

#### **Western Rodeos Inc.**

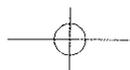
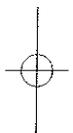
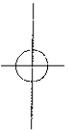
**Stock Contractor:** Dan M. Russell; **Location:** Folsom, Calif.; **Bucking Stock of the Year:** BR - Skoal's Pacific Bell, 1983-90; Copenhagen Rocky, 1992; Grasshopper, 1993; **Background:** Dan M. Russell became sole owner of Western Rodeos Inc. when he bought out his father, Dan H. Russell, keeping Western Rodeos as a family business. Through hard work in securing some of the best stock on the West Coast, as well as a successful breeding program, Western Rodeos has become one of the strongest contracting businesses in rodeo. Western Rodeos bulls have won stock of the year honors five times. Dan H. Russell bought the company in 1963 to start a hobby, a place for him to buck his vast numbers of bulls on his ranches in Nevada, Wyoming and California. In 2002, Dan M. and his wife, Linda, moved their breeding program to Oklahoma, where they are successfully running the program with semen that they started collecting in the late 1980s.

#### **Western Trails Rodeo**

**Stock Contractor:** Jerome Robinson; **Location:** Boulder and Fort Collins, Colo.; **Background:** After being inactive in the rodeo stock contracting business for 12 years, Rex Walker combined forces with longtime friend and rodeo producer Jerome Robinson. Walker runs 1,200 head of horses on his two Colorado ranches and is active in the outfitting guide business. Robinson runs the day-to-day business and is responsible for the design of rodeo production, promotion, advertising and sponsorship services. "Our goal is to provide service to the rodeo industry with any one or all of our company's facets that are aimed at a family entertainment package," says Walker.

End of Stock Contractors Section:

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(page 380)



## 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.

SUBMITTED November 8, 2007

MEETING November 13, 2007

ACTION REQUIRED: Discussion and Decision

ITEM FOR CONSIDERATION: *Request for proposal from ZAMBELLI FIREWORKS Internationale for a 4<sup>th</sup> of July Fire works display and matters properly related thereto.*

BRIEF SUMMARY: *Item #7.*

*ZAMBELLI FIREWORKS has provided a request for proposal for a fireworks display for 2008. This is standard procedure. Once the display date is agreed to and budget limits set Zambelli will provide a proposed contract for Town Board approval. The Town has contracted with Zambelli Fireworks Internationale with great satisfaction for many years . However, the fireworks are normally held in conjunction with the IAFF Freedom festival the status of which is unknown at this time. Additionally, in the recent past there has been some controversy over the scheduling of the fireworks display on a date other than the 4<sup>th</sup> but his year the 4<sup>th</sup> of July occurs on a Friday.*

*The last three (3) years the Town budgeted \$25,000 for the event. That amount is suggested as a minimum for 2008. In any event, the amount approved will be budgeted for fiscal year 2008.*

TOWN MANAGER RECOMMENDATION: *Approve request for Zambelli Fireworks Manufacturing Corporation for the sale and display of fireworks to be conducted on an approved date and a contract amount to be determined and budgeted by the Town Board for 2008.*

BACK UP ATTACHED: YES

SPONSOR/PRESENTERS: *Town Manager*

David Richards, Town Manager

Town Manager

400 N. SR 160 Pahrump, NV 89060

775-727-5107





P.O. Box 986  
Shafter, CA 93283  
800 322-7142  
fax 661 746-2844  
boom@lightspeed.net  
October 26, 2007

**Town of Pahrump**  
Mr. Dave Richards  
400 N Highway 160

Pahrump NV 89060

Fourth of July Celebration

Dear Mr. Richards :

Although it seems that summer is a long way off - the Holiday Season is fast approaching and in the fireworks business, the summer of '08 is almost here!

It has been a pleasure to have worked with your event in past years and we anticipate working with you again in 2008.

However, we cannot begin preparation for your event until we hear from you regarding your 2008 budget and tentative date(s). With that information, we will prepare a proposal to be sent to you and we can begin to get our planning underway.

Concerning July 4th programs. July 4th occurs on a Friday this year and since for many people this will be a travel day, you may wish to consider the weekend *prior* (June 28,29) as possible alternate display dates. As always, we will offer 10% bonus material in your Independence Day program when scheduled on a date other than the 4th. (and immediate preceding dates)

Early planning for all programs helps to minimize any last-minute concerns with permitting and complying with local authorities.

Kindly complete and return the enclosed RFP as soon as possible and we will begin preparing a proposal for your 2008 fireworks display as soon as it is received!

If you have any questions, feel free to call me at 800 322-7142.

Sincerely

A handwritten signature in cursive script that reads "Irving Perry".

Irving Perry  
Western Region Manager



# ZAMBELLI FIREWORKS

## Request for Proposal

(800) 322-7142 (661) 746-2844 Fax

boom@highspeed.net

### Sponsor Information

Town of Pahrump - Fourth of July Celebration

Organization Name

(Please print) (Last Name First)

Mr. Dave Richards

Contact Person

400 N Highway 160

Address

Pahrump

NV

89060

City

State

Zip

775 727-5107 Richards

Business Phone

Home Phone

775 727-0345

Fax Phone

Cell Phone

Other Address

### Display Information

Date of Display

Location of Display

Budget for Display

Display Limitations (ie. restriction on shell size, etc.)

Required permits for your display are obtained from?

Do you have a 'regular' or local pyrotechnician you prefer for this display?

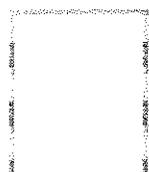
His/Her Name

Display Type (ie. all aerial, ground and aerial, all ground/low-level)

Is your display usually with or without a musical accompaniment?

NOTE: if you are requesting a musical display we will call and discuss your plans in detail before submitting our proposal.

Please fold at this line so the return address is visible



Zambelli Fireworks  
P.O. Box 986  
Shafter, CA 93263



## 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.

SUBMITTED November 8, 2007

MEETING November 13, 2007

ACTION REQUIRED: Discussion and Decision

ITEM FOR CONSIDERATION: *Request for an MOU with the Department of the Air Force 98 Range Wing, Nellis Air Force Base, Nevada to conduct Urban Close Air Support (CAS) Training within the Town of Pahrump.*

BRIEF SUMMARY: **Item #8.**

*The Department of the Air Force 98 Range Wing, Nellis Air Force Base is requesting support and permission to conduct Urban Close Air Support training in the Town of Pahrump. Pahrump has been identified since it will provide aircrews the opportunity to hone their skills in identifying and tracking potential targets located within an urban area similiar to those found in Afghanistan and Iraq. The details of the proposed MOU are summarized in the attachment which includes dates and times of maneuvers and restrictions on military activities.*

TOWN MANAGER RECOMMENDATION: *Approve request for an MOU with the Department of the Air Force 98 Range Wing, Nellis Air Force Base, Nevada to conduct Urban Close Air Support (CAS) Training within the Town of Pahrump.*

BACK UP ATTACHED: YES

SPONSOR/PRESENTERS: *Board Chairwoman*

David Richards, Town Manager

Town Manager 

400 N. SR 160 Pahrump, NV 89060

775-727-5107



99th Air Base Wing/Public Affairs  
4430 Grissom Ave., Ste 107  
Nellis AFB, NV 89191

(702) 652-2750

DSN: 682-2750

FAX: (702) 652-9838

FAX DSN: 682-9838

## facsimile transmittal

To: Laurayne Murray Fax: (702) 652-8783  
775.727.0345

From: Capt AA Oliver Date: 11-05-2007

Re: 13 Nov. Town Meeting Pages: 3

CC:

Urgent  For Review  Please Comment  Please Reply  Please Recycle

Notes:

Laurayne,

now changed again. Please see attached that will be presented for signature 13 Nov.

If you have questions, please call me at 702.652.6337 or Mr. Estrada, our Deputy Director at 702.652.2753.

Thanks!

Capt AA Oliver





DEPARTMENT OF THE AIR FORCE  
98 RANGE WING (ACC)  
NELNIS AIR FORCE BASE, NEVADA

MEMORANDUM FOR: MS. LAURAYNE MURRAY, MR. GARY HOLLIS

FROM: 98 RANW/CC

SUBJECT: Request approval to conduct Urban Close Air Support (CAS) Training within the town of Pahrump

1. I request your support and permission to conduct Urban Close Air Support training in the town of Pahrump. Due to on-going conflicts in Afghanistan and Iraq a great deals of military activities are now occurring in urbanized communities such as Kabul and Baghdad. The effectiveness of CAS in urban areas has become a unique training dilemma for the military.
2. The Nevada Test and Training Range (NTTR) can not provide an adequate urban training environment due to a lack of urban sprawl, such as streets, alleys, buildings and normal clutter found in populated areas. We are unable to provide aircrews the opportunity to hone their skills in identifying and tracking potential targets located within an urban area.
3. With your concurrence, the concept of operations for Urban Close Air Support Training within the town of Pahrump would occur five to six times per year. The first missions would take place 27 – 29 November 2007. The missions would be executed twice a day, with a planned window from 11:00 a.m. to 2:00 p.m. and again at 5:00 p.m. to 8:00 p.m. over a 1 week period. At any given time, there will be a maximum of four fighter aircraft overhead. The aircraft will be executing a “medium altitude” mission no lower than 7,000 feet above ground level (AGL) offset from the city (2-15 nm).
4. Ground teams would consist of approximately 6 personnel in 3 military vehicles with radio communication equipment in the town area. The personnel will drive from point to point within the city and will be tracked by orbiting fighter aircraft. Ground personnel **WILL NOT** carry weapons and will be in military uniforms. Ground personnel will follow all traffic laws and will most likely use local restaurants and gas stations while waiting for missions. Ground personnel will establish standard operating areas within city limits. The Nye County Sherriff, at 1-775-751-7000, will be notified prior to activities. A helicopter transport mission is scheduled to fly in and out of the Calvada Airport, when not being used; the helicopter will orbit east of the town above 1000' AGL and away from populated areas. The helicopter support is required to transport instructors to and from Pahrump.
5. Prior to conducting any training operations, the 98 Range Wing will advise your office of the dates for public awareness of each event. If requested, we will attend a Town Hall meeting to brief the activities and field any questions. Several restrictions have also been placed on aircrews and ground personnel on the conduct of training within these communities. These include:
  - Flight operations will be above 7,000 AGL.



- Aircraft and ground crews will not employ lasers.
  - Aircraft will not carry ordnance while participating in operations over urban areas.
  - Ground personnel will establish standard operating areas within town limits.
6. Your favorable response will aid in honing the skills of our men and women serving in the armed forces and will have a direct effect on our fight in the Global War on Terror. I would like to thank you and your great community for your support for Nellis and the men and women of the U.S. Armed Forces.
7. Should you have any questions or concerns, please feel free to contact me at (702) 653-4600.

MARK E. KOECHLE  
Colonel, USAF  
Commander

1<sup>st</sup> Ind, Laurayne Murray, Pahrump Town Board Chair

MEMORANDUM FOR 98 RANW/CC

I hereby approve/disapprove this request for the Urban Close Air Support Training operations as requested.

LAURAYNE MURRAY  
Pahrump Town Board Chair

2<sup>nd</sup> Ind, Gary Hollis, Nye County Commissioner

MEMORANDUM FOR 98 RANW/CC

I hereby approve/disapprove this request for the Urban Close Air Support Training operations as requested.

GARY HOLLIS  
Nye County Board of Commissioners



## 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.

SUBMITTED November 8, 2007

MEETING November 13, 2007

ACTION REQUIRED: Discussion and decision

ITEM FOR CONSIDERATION: ***Service Agreement with WillDan to furnish plans, specifications, and bid package for Petrack Park's Fields A and B Lighting Project.***

BRIEF SUMMARY: ***Item #9.***

*WillDan has proposed a service agreement to furnish plans, specifications, and bid package for Petrack Park's Fields A and B Lighting Project the planning of which has gone on for years. The cost of \$29,625.00 is noted in the attached compensation exhibit. The construction cost of the actual lighting project is estimated at \$97,000.00 and includes new electrical service to accommodate the additional power needs. However, only the actual construction bids will determine the final construction cost. The project may be funded from the Town's General Fund Capital fund.*

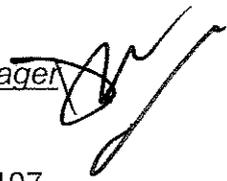
TOWN MANAGER RECOMMENDATION: *Approve Service Agreement with WillDan to furnish plans, specifications, and bid package for Petrack Fields A and B Lighting Project with funding from the Town's General Fund Capital fund.*

BACK UP ATTACHED: YES

SPONSOR: *WillDan/Town Manager*

PRESENTER(s): *WillDan/Town Manager*

David Richards, Town Manager

Town Manager 

400 N. SR 160 Pahrump, NV 89060

775-727-5107

**David Richards**

---

**From:** Cathy Atkisson [CAtkisson@WILLDAN.com]  
**Sent:** Tuesday, October 09, 2007 1:55 PM  
**To:** David Richards  
**Subject:** FW: Petrack A, B & C , Simpkins Parks Lighting

**From:** Tom Buist  
**Sent:** Tuesday, October 09, 2007 1:47 PM  
**To:** Cathy Atkisson  
**Cc:** Kevin Elliott  
**Subject:** Petrack A, B & C , Simpkins Parks Lighting

Attached are electronic copies of the contracts for design services for the subject projects. At the meeting this morning at our office I gave you hard copies of each of the contracts. Listed below are the cost estimates for construction for each [project].

1. Simpkins Field Lighting estimated construction cost based on a total of eight (8) light standards is \$40,000
2. Petrack Field C Lighting estimated construction cost based on a total of eight (8) light standards is \$40,000
3. Petrack Field A & B Lighting plus a new electrical service estimated construction cost based on a total of sixteen (16) light standards, eight (8) per field, and a new electrical service is \$97,000

I would be pleased to answer any questions before the meeting tonight. See you soon.

Tom Buist

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007 by and between WILLDDAN, a California Corporation, and the Town of Pahrump, hereinafter referred to as CLIENT.

WHEREAS, CLIENT desires to employ WILLDDAN to furnish plans, specifications and a bid package to publish for contractor bidding for the Petrack Fields A and B Lighting.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

### SECTION I - BASIC SERVICES

WILLDDAN shall provide to CLIENT Plans and specifications with the scope and fee for the task to be determined through negotiations between WILLDDAN and CLIENT. The Scope of Work for the task order will be described in Exhibit "A" for the task order, which will be attached hereto and incorporated herein by this reference.

### SECTION II - ADDITIONAL SERVICES

If authorized, WILLDDAN shall furnish additional services, which are in addition to the basic services. To the extent that the additional services have been identified in this Agreement, they are itemized in Exhibit "A" and will be paid for by CLIENT as indicated in Section III hereof. As further additional services are required by CLIENT, this Agreement may be modified and subject to mutual consent by execution of an addendum by authorized representatives of both parties, setting for the additional scope of services to be performed, the performance time schedule, and the compensation for such services.

### SECTION III - COMPENSATION

WILLDDAN shall be compensated for basic services rendered under Section I, and in accordance with the terms and conditions indicated in a separate Exhibit "B" for the task order, Compensation, which will be attached hereto and incorporated herein by this reference; and WILLDDAN will be compensated for any additional services rendered under Section II as more particularly described in a fully approved and executed addendum to this Agreement. If no addendum is executed, then WILLDDAN shall be compensated at its then prevailing hourly rates for such additional services as shown in Exhibit "C"

WILLDDAN shall submit monthly statements for basic and additional services rendered. It is intended that payments to WILLDDAN will be made by CLIENT within 45 days of invoice. All invoices not paid within 45 days shall bear interest at the rate of one and one-half percent (1-1/2%) per month or the then legal rate allowed.

### SECTION IV - INDEMNIFICATION; HAZARDOUS MATERIALS

#### A. General

Each party hereto agrees to save, keep, and hold harmless the other party hereto from all damages, costs, or expenses in law and equity including costs of suit resulting from its own negligent acts, errors, omissions or its own willful misconduct.

B. Hazardous Materials

CLIENT acknowledges that WILLDAN's scope of services for this project does not include any work related in any way to asbestos and/or hazardous waste or hazardous materials. Should WILLDAN or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect WILLDAN's work, WILLDAN may, at its option, terminate work on the project until such time as CLIENT retains a specialist contractor to abate and/or remove the asbestos and/or hazardous waste materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

CLIENT hereby acknowledges that WILLDAN has no professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. Accordingly, the CLIENT hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against WILLDAN, its principals, employees, and agents if such claim, in any way, would involve WILLDAN's services for the investigation, detection, abatement, replacement, use or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. CLIENT further agrees to defend, indemnify, and hold harmless WILLDAN, its officers, directors, principals, employees, agents, and subconsultants from any asbestos and/or hazardous waste material related claims and suits that may be brought by third parties, and any resulting liability, arising from the services provided by WILLDAN pursuant to this Agreement.

**SECTION V - INSURANCE REQUIRED**

WILLDAN shall maintain in force at it's own cost and expense at all times during the performance of this agreement (except as noted under Professional Liability Insurance) the following policy or policies of insurance:

<u>Coverage</u>	<u>Minimum Limits</u>
<u>General Liability</u>	
Comprehensive General Liability, including: Premises and Operations Contractual Liability Personal-Injury Liability Independent Contractors Liability (if applicable)	\$500,000 Combined Single Limit, per occurrence, and aggregate
<u>Automobile Liability</u>	
Comprehensive Automobile Liability, (including, owned, non-owned and hired autos)	\$500,000 Combined Single Limit, per occurrence, no aggregate

Workers' Compensation and  
Employer's Liability

Workers' Compensation Insurance Employer's Liability	Statutory \$1,000,000
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Professional Liability

Professional Liability Insurance (Covering negligent acts, errors or omissions)	\$500,000 per occurrence and annual aggregate
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**SECTION VI - INDEPENDENT CONTRACTOR STATUS**

WILLDAN shall be an independent contractor and shall have responsibility for and control over the details and means of providing the services under this Agreement

**SECTION VII - OWNERSHIP AND MAINTENANCE OF DOCUMENTS**

All documents including without limitation, reports, plans, specifications, field data, field notes, laboratory test data, calculations estimates, furnished by WILLDAN pursuant to this Agreement, regardless of media (i.e. paper, electronic, magnetic, optical, mylar, etc.), are instruments of WILLDAN's services in respect to this project and not products. All such documents shall remain the property of WILLDAN, provided, however, a copy of the final plans and specifications shall be made available to CLIENT upon request. These documents are not intended nor represented to be suitable for reuse by CLIENT or any others on extensions of this project or on any other project. These documents shall not be changed or reused without the prior written consent of WILLDAN. Any reuse without specific written verification and adoption by WILLDAN for the specific purposes intended will be at user's sole risk. CLIENT agrees to save, keep, and hold harmless WILLDAN from all damages, costs, or expenses in law and equity including costs of suit and attorneys fees resulting from such unauthorized reuse by CLIENT. CLIENT further agrees to compensate WILLDAN for any time spent or expenses incurred by WILLDAN in defense of any such claim, in accordance with WILLDAN's prevailing fee schedule.

CLIENT acknowledges that its right to utilize the services and instruments of services of WILLDAN will continue only so long as CLIENT is not in default of the terms and conditions of this Agreement and CLIENT has performed all obligations under this Agreement. CLIENT further acknowledges that WILLDAN has the unrestricted right to use the services provided pursuant to this Agreement, as well as all instruments of service provided pursuant to this Agreement.

CLIENT agrees not to use or permit any other person to use any instruments of service prepared by WILLDAN, which are not final and which are not signed, and stamped or sealed by WILLDAN. CLIENT agrees to be liable for any such use by CLIENT of nonfinal instruments of service not signed, stamped or sealed by WILLDAN and waives liability against WILLDAN for their use.

WILLDAN's records, documents, calculations, test information, and all other instruments of service shall be kept on file in legible form for a period of not less than 2 years after completion of the services covered in this Agreement.

## **SECTION VIII - SUSPENSION OF WORK**

CLIENT may, at any time, by a (15) fifteen-day written notice suspend further performance by WILLDAN. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and WILLDAN shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

## **SECTION IX - TERMINATION**

Either party may terminate this Agreement at any time by giving written (15) fifteen-day notice to the other party of such termination. If this Agreement is terminated as provided herein, WILLDAN will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of WILLDAN covered by this Agreement, less payments of compensation previously made.

## **SECTION X - COMPLIANCE WITH LAW**

Each party hereto will use reasonable care to comply with applicable laws in effect at the time the services are performed hereunder, which to the best of their knowledge, information and belief apply to their respective obligations under this Agreement.

## **SECTION XI - SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the successors and assigns of the parties, but it shall not be assigned by either party without written consent of the other party.

## **SECTION XII – ATTORNEYS FEES**

In the event that any judgment is entered in any action upon this Agreement, the party hereto against whom such judgment is rendered agrees to pay the amount equal to the reasonable attorneys fees of the prevailing party in such action and that such amount may be added to and made a part of such judgment.

## **SECTION XIII - ALTERNATIVE DISPUTE RESOLUTION**

If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

(a) A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

(b) If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

(c) In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time

and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances required otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

(d) The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

#### **SECTION VIX - RECORDS**

Records of WILLDAN's direct labor costs, payroll costs, and reimbursable expenses pertaining to the project covered by this Agreement will be kept on a generally recognized accounting basis and made available during normal business hours upon reasonable notice.

WILLDAN's records will be available for examination and audit if and as required.

#### **SECTION XV - INSOLVENCY OF CLIENT**

WILLDAN shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if CLIENT files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against CLIENT in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

#### **SECTION XVI - MISCELLANEOUS PROVISIONS**

This Agreement is subject to the following special provisions:

- A. The titles used in this Agreement are for general reference only and are not a part of the Agreement.
- B. This Agreement shall be interpreted as though prepared by both parties.
- C. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.
- D. This Agreement shall be interpreted under the laws of the State of Utah.
- E. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement.
- F. Any notices given pursuant to this Agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.

- G. WILLDAN shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits.
- H. WILLDAN's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition or covenant.
- I. CLIENT agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and CLIENT further agrees to defend, indemnify and hold WILLDAN harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole or joint negligence of WILLDAN.
- J. WILLDAN makes no representations concerning soils conditions unless specifically included in writing in this Agreement, and WILLDAN is not responsible for any liability that may arise out of the making or failure to make soil surveys, or subsurface soil tests, or general soil testing.
- K. CLIENT acknowledges that WILLDAN is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.

**IN WITNESS WHEREOF**, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated, the day and year first above written.

**WILLDAN**

**CLIENT**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: Kevin K. Elliott, P.E.

Name: \_\_\_\_\_

Title: Regional Manager, Sr. VP

Title: \_\_\_\_\_

Address: 181 N. Arroyo Grande Blvd., Ste 190  
Henderson, NV 89074

Address: \_\_\_\_\_

Telephone: 702-734-3001

Telephone: \_\_\_\_\_

**EXHIBIT A  
SCOPE OF SERVICES**

---

**Estimated Drawing List**

Electrical/Instrumentation Design 24"x36"

- E001 Notes, Symbols and Legend
- E002 Fields A & B Single Line
- E003 Field A Lighting Plan
- E004 Field B Lighting Plan
- E005 Standard Details

**Project Description**

- 1.0 The project consists of designing lighting for Fields A and B. The lighting design for Field A and B will also include a new service.
- 2.0 Prior to the bid, WILLDAN will prepare the bid documents. During the bid phase, WILLDAN will answer contractor questions, and prepare addenda.
- 3.0 During the construction phase, WILLDAN will perform electrical observations, review submittals, attend project meetings, observe startup testing, prepare punchlist, review record drawings, prepare record drawings, review O & M manuals, assist with construction management, and respond to RFIs.

**Responsibilities of Others**

- 1.0 We highly recommend that the CLIENT allocate sufficient time at the end of the design schedule to perform a quality assurance review of the project plans, and specifications. This will help ensure proper coordination of the engineering disciplines prior to preparation of the bid documents, and reduce the need for addenda and change orders during construction.
- 2.0 CLIENT shall furnish basic information for any plan drawings so that WILLDAN can prepare the electrical plans showing electrical equipment locations, and conduit routing
- 3.0 CLIENT shall furnish project design criteria and project schedule information such that WILLDAN has sufficient time to prepare the electrical design.
- 4.0 CLIENT shall provide reproduction of documents for each review phase, final construction documents, and record drawings. Please provide one (1) complete set of each submittal for our review and records.

## EXHIBIT A SCOPE OF SERVICES

---

### Deliverables

- 1.0 WILLDAN will provide CLIENT with one set of review documents in reproducible form for 60%, 90%, and 100% submittals. Upon receipt of comprehensive submittal review comments, WILLDAN will produce and submit a Submittal Comment Review Log addressing every comment and will revise the design documents in accordance with the resolution of this Submittal Comment Review Log. Any additional submittal requirements and design changes requested by the CLIENT that are not included herein may be considered beyond the scope and fee of this proposal. CLIENT will be responsible for duplicating documents for submittal to the Owner.
- 2.0 Upon completion of the design and after incorporating all the 100% submittal review comments, WILLDAN will provide CLIENT with one set of final sealed documents bearing the signature of a registered electrical engineer. Please specify in advance if the plans are to be plotted on vellum or mylar.
- 3.0 Other documents that WILLDAN will provide include shop drawing review comments, electrical construction observation reports, and responses to contractor requests for information (RFI).

### Exclusions and Exceptions

- 1.0 WILLDAN will not obtain any permits.
- 2.0 WILLDAN will not be responsible for reproduction of submittal documents for the Client/Owner's review.
- 3.0 The aforementioned scope of services and level of effort is limited to the hours detailed on the attached Proposal Worksheets, and does not include design prepared by others.
- 4.0 This fee proposal is based on WILLDAN standards. Plans, specifications, and other deliverables documents will be prepared following WILLDAN drafting and CAD standards, and text documents formatting. If significant changes to the standards are required, WILLDAN reserves the right to request additional time and fees to convert to a new set of standards.

**EXHIBIT B  
COMPENSATION**

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Description			Total
Field Survey and Base Sheet Preparation			\$9,225.00
Electrical Service Design			\$15,900.00
Additional Survey for Tot Lot, Tennis Courts, and Basketball Court			\$4,500.00
<b>Total Design &amp; Expenses:</b>			<b>\$29,625.00</b>
<b>ABOVE ESTIMATE DOES NOT INCLUDE SURVEY OF RODEO AREA</b>			

**EXHIBIT C  
LAS VEGAS HOURLY FEE CHART**

<b>ENGINEERING</b>	
Principal Engineer.....	\$170.00
Division Manager.....	160.00
City Engineer.....	160.00
Project Manager.....	160.00
Supervising Engineer.....	145.00
Senior Engineer.....	130.00
Senior Design Manager.....	130.00
Design Manager.....	120.00
Associate Engineer.....	120.00
Senior Designer.....	115.00
Senior Design Engineer II.....	115.00
Senior Design Engineer I.....	110.00
Designer II.....	105.00
Designer I.....	100.00
Design Engineer II.....	105.00
Design Engineer I.....	100.00
Senior Drafter.....	95.00
Drafter II.....	85.00
Drafter I.....	80.00
Technical Aide.....	70.00

<b>CONSTRUCTION MANAGEMENT</b>	
Division Manager.....	160.00
Project Manager.....	160.00
Senior Construction Manager.....	140.00
Construction Manager.....	130.00
Assistant Construction Manager.....	110.00
Utility Coordinator.....	115.00
Supervising Public Works Observer.....	115.00
Senior Public Works Observer.....	100.00
Public Works Observer.....	**85.00 /100.00
Assistant Public Works Observer.....	**80.00 /100.00
Labor Compliance Manager.....	110.00
Labor Compliance Specialist.....	85.00

<b>SURVEYING</b>	
Division Manager.....	160.00
Supervisor - Survey & Mapping.....	145.00
Senior Survey Analyst.....	115.00
Senior Calculator.....	110.00
Calculator II.....	100.00
Calculator I.....	90.00
Survey Analyst II.....	105.00
Survey Analyst I.....	90.00
Survey Party Chief.....	105.00
Field Party (One).....	155.00
Field Party (Two).....	205.00
Field Party (Three).....	255.00

<b>LANDSCAPE ARCHITECTURE</b>	
Division Manager.....	160.00
Principal Landscape Architect.....	135.00
Senior Landscape Architect.....	115.00
Associate Landscape Architect.....	105.00
Assistant Landscape Architect.....	90.00

<b>BUILDING AND SAFETY</b>	
Division Manager.....	160.00
Supervising Plan Check Engineer.....	135.00
Building Official.....	135.00
Principle Architect.....	135.00
Plan Check Engineer.....	125.00
Deputy Building Official.....	125.00
Inspector of Record.....	125.00
Senior Plans Examiner.....	115.00
Supervising Building Inspector.....	115.00
Plans Examiner.....	105.00
Senior Building Inspector.....	105.00
Supervisor Code Enforcement.....	105.00
Building Inspector.....	**95.00 /100.00
Supervising Construction Permit Specialist.....	95.00
Senior Construction Permit Specialist.....	90.00
Senior Code Enforcement Officer.....	85.00
Assistant Building Inspector.....	**85.00 /100.00
Code Enforcement Officer.....	70.00
Construction Permit Specialist.....	75.00
Assistant Construction Permit Specialist.....	65.00
Plans Examiner Aide.....	65.00
Assistant Code Enforcement Officer.....	60.00

<b>PLANNING</b>	
Division Manager.....	160.00
Principal Planner.....	135.00
Principal Community Development Planner.....	135.00
Senior Planner.....	120.00
Senior Community Development Planner.....	120.00
Associate Planner.....	105.00
Associate Community Development Planner.....	105.00
Assistant Community Development Planner.....	95.00
Assistant Planner.....	95.00
Planning Technician.....	75.00
Community Development Technician.....	75.00

<b>ADMINISTRATIVE</b>	
Computer Data Entry.....	55.00
Clerical.....	55.00
Word Processing.....	55.00
Personal Computer Time.....	20.00

\*\*Prevailing Wage Project, Use \$100.00/Hour

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.25 times, and Sundays and holidays, 1.70 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination.

## 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.

SUBMITTED November 8, 2007

MEETING November 13, 2007

ACTION REQUIRED: Discussion and decision

ITEM FOR CONSIDERATION: **Service Agreement with WillDan to furnish plans, specifications, and bid package for Petrack Park's Field C Lighting Project.**

BRIEF SUMMARY: **Item #10.**

*WillDan has proposed a service agreement to furnish plans, specifications, and bid package for Petrack Park's Field C Lighting Project the concept of which was approved by the Town Board back in February of this year. The cost of \$19,400.00 is noted in the attached compensation exhibit. The construction cost of the actual lighting project is estimated at only \$40,000.00. However, only the actual construction bids will determine the final construction cost. The project may be funded from the Town's General Fund Capital fund.*

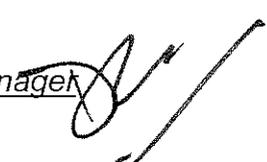
TOWN MANAGER RECOMMENDATION: *Approve Service Agreement with WillDan to furnish plans, specifications, and bid package for Petrack Park's Field C Lighting project with funding from the Town's General Fund Capital fund.*

BACK UP ATTACHED: YES

SPONSOR: *WillDan/Town Manager*

PRESENTER(s): *WillDan/Town Manager*

David Richards, Town Manager

Town Manager 

400 N. SR 160 Pahrump, NV 89060

775-727-5107

**David Richards**

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**From:** Cathy Atkisson [CAtkisson@WILLDAN.com]  
**Sent:** Tuesday, October 09, 2007 1:55 PM  
**To:** David Richards  
**Subject:** FW: Petrack A, B & C , Simpkins Parks Lighting

**From:** Tom Buist  
**Sent:** Tuesday, October 09, 2007 1:47 PM  
**To:** Cathy Atkisson  
**Cc:** Kevin Elliott  
**Subject:** Petrack A, B & C , Simpkins Parks Lighting

Attached are electronic copies of the contracts for design services for the subject projects. At the meeting this morning at our office I gave you hard copies of each of the contracts. Listed below are the cost estimates for construction for each [project.

1. Simpkins Field Lighting estimated construction cost based on a total of eight (8) light standards is \$40,000
2. Petrack Field C Lighting estimated construction cost based on a total of eight (8) light standards is \$40,000
3. Petrack Field A & B Lighting plus a new electrical service estimated construction cost based on a total of sixteen (16) light standards, eight (8) per field, and a new electrical service is \$97,000

I would be pleased to answer any questions before the meeting tonight. See you soon.

Tom Buist

## 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.

SUBMITTED February 21, 2007

BOARD MEETING February 27, 2007

ACTION REQUIRED: Discussion and Decision

ITEM FOR CONSIDERATION: *Discussion and decision regarding Field C Parks project Phase I - top soil, irrigation, drainage, turf, staff time and materials, plus contingency; Phase II - electrical service, lights, plus contingency; at an estimated cost of \$255,500.00.*

BRIEF SUMMARY: **Item #7.**

*The Town is in dire need of another recreation field. Field C located immediately west of the Town Office is under development at this time. The project elements and associated costs are listed in the attached proposal prepared by the Buildings and Grounds Superintendent. The project could be funded from the General Fund Capital Projects Fund, which has approximately \$1,200,000.00 available for identified capital projects. Another source of funds is the Parks Impact Fees Fund in which about \$260,000.00 is available at this time and it is anticipated another \$105,000 will become available in the first four months of FY07.*

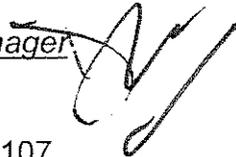
TOWN MANAGER RECOMMENDATION: *Approve Field C Parks project Phase I - top soil, irrigation, drainage, turf, staff time and materials, plus contingency; Phase II - electrical service, lights, plus contingency; at an estimated cost of \$255,500.00. with funds from the General Fund Capital Projects Fund or Parks Impact Fees fund.*

BACK UP ATTACHED: YES

SPONSOR/PRESENTER: *Town Manager*

David Richards, Town Manager

Town Manager



400 N. SR 160 Pahrump, NV 89060

775-727-5107

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007 by and between WILLDAN, a California Corporation, and the Town of Pahrump, hereinafter referred to as CLIENT.

WHEREAS, CLIENT desires to employ WILLDAN to furnish plans, specifications and a bid package to publish for contractor bidding for the Petrack Field C Lighting.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

### SECTION I - BASIC SERVICES

WILLDAN shall provide to CLIENT Plans and specifications with the scope and fee for the task to be determined through negotiations between WILLDAN and CLIENT. The Scope of Work for the task order will be described in Exhibit "A" for the task order, which will be attached hereto and incorporated herein by this reference.

### SECTION II - ADDITIONAL SERVICES

If authorized, WILLDAN shall furnish additional services, which are in addition to the basic services. To the extent that the additional services have been identified in this Agreement, they are itemized in Exhibit "A" and will be paid for by CLIENT as indicated in Section III hereof. As further additional services are required by CLIENT, this Agreement may be modified and subject to mutual consent by execution of an addendum by authorized representatives of both parties, setting for the additional scope of services to be performed, the performance time schedule, and the compensation for such services.

### SECTION III - COMPENSATION

WILLDAN shall be compensated for basic services rendered under Section I, and in accordance with the terms and conditions indicated in a separate Exhibit "B" for the task order, Compensation, which will be attached hereto and incorporated herein by this reference; and WILLDAN will be compensated for any additional services rendered under Section II as more particularly described in a fully approved and executed addendum to this Agreement. If no addendum is executed, then WILLDAN shall be compensated at its then prevailing hourly rates for such additional services as shown in Exhibit "C"

WILLDAN shall submit monthly statements for basic and additional services rendered. It is intended that payments to WILLDAN will be made by CLIENT within 45 days of invoice. All invoices not paid within 45 days shall bear interest at the rate of one and one-half percent (1-1/2%) per month or the then legal rate allowed.

### SECTION IV - INDEMNIFICATION; HAZARDOUS MATERIALS

#### A. General

Each party hereto agrees to save, keep, and hold harmless the other party hereto from all damages, costs, or expenses in law and equity including costs of suit resulting from its own negligent acts, errors, omissions or its own willful misconduct.

B. Hazardous Materials

CLIENT acknowledges that WILLDAN's scope of services for this project does not include any work related in any way to asbestos and/or hazardous waste or hazardous materials. Should WILLDAN or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect WILLDAN's work, WILLDAN may, at its option, terminate work on the project until such time as CLIENT retains a specialist contractor to abate and/or remove the asbestos and/or hazardous waste materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

CLIENT hereby acknowledges that WILLDAN has no professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. Accordingly, the CLIENT hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against WILLDAN, its principals, employees, and agents if such claim, in any way, would involve WILLDAN's services for the investigation, detection, abatement, replacement, use or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. CLIENT further agrees to defend, indemnify, and hold harmless WILLDAN, its officers, directors, principals, employees, agents, and subconsultants from any asbestos and/or hazardous waste material related claims and suits that may be brought by third parties, and any resulting liability, arising from the services provided by WILLDAN pursuant to this Agreement.

**SECTION V - INSURANCE REQUIRED**

WILLDAN shall maintain in force at it's own cost and expense at all times during the performance of this agreement (except as noted under Professional Liability Insurance) the following policy or policies of insurance:

<u>Coverage</u>	<u>Minimum Limits</u>
<u>General Liability</u>	
Comprehensive General Liability, including: Premises and Operations Contractual Liability Personal-Injury Liability Independent Contractors Liability (if applicable)	\$500,000 Combined Single Limit, per occurrence, and aggregate
<u>Automobile Liability</u>	
Comprehensive Automobile Liability, (including, owned, non-owned and hired autos)	\$500,000 Combined Single Limit, per occurrence, no aggregate

Workers' Compensation and  
Employer's Liability

Workers' Compensation Insurance Employer's Liability	Statutory \$1,000,000
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Professional Liability

Professional Liability Insurance (Covering negligent acts, errors or omissions)	\$500,000 per occurrence and annual aggregate
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**SECTION VI - INDEPENDENT CONTRACTOR STATUS**

WILLDAN shall be an independent contractor and shall have responsibility for and control over the details and means of providing the services under this Agreement

**SECTION VII - OWNERSHIP AND MAINTENANCE OF DOCUMENTS**

All documents including without limitation, reports, plans, specifications, field data, field notes, laboratory test data, calculations estimates, furnished by WILLDAN pursuant to this Agreement, regardless of media (i.e. paper, electronic, magnetic, optical, mylar, etc.), are instruments of WILLDAN's services in respect to this project and not products. All such documents shall remain the property of WILLDAN, provided, however, a copy of the final plans and specifications shall be made available to CLIENT upon request. These documents are not intended nor represented to be suitable for reuse by CLIENT or any others on extensions of this project or on any other project. These documents shall not be changed or reused without the prior written consent of WILLDAN. Any reuse without specific written verification and adoption by WILLDAN for the specific purposes intended will be at user's sole risk. CLIENT agrees to save, keep, and hold harmless WILLDAN from all damages, costs, or expenses in law and equity including costs of suit and attorneys fees resulting from such unauthorized reuse by CLIENT. CLIENT further agrees to compensate WILLDAN for any time spent or expenses incurred by WILLDAN in defense of any such claim, in accordance with WILLDAN's prevailing fee schedule.

CLIENT acknowledges that its right to utilize the services and instruments of services of WILLDAN will continue only so long as CLIENT is not in default of the terms and conditions of this Agreement and CLIENT has performed all obligations under this Agreement. CLIENT further acknowledges that WILLDAN has the unrestricted right to use the services provided pursuant to this Agreement, as well as all instruments of service provided pursuant to this Agreement.

CLIENT agrees not to use or permit any other person to use any instruments of service prepared by WILLDAN, which are not final and which are not signed, and stamped or sealed by WILLDAN. CLIENT agrees to be liable for any such use by CLIENT of nonfinal instruments of service not signed, stamped or sealed by WILLDAN and waives liability against WILLDAN for their use.

WILLDAN's records, documents, calculations, test information, and all other instruments of service shall be kept on file in legible form for a period of not less than 2 years after completion of the services covered in this Agreement.

## **SECTION VIII - SUSPENSION OF WORK**

CLIENT may, at any time, by a (15) fifteen-day written notice suspend further performance by WILLDAN. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and WILLDAN shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

## **SECTION IX - TERMINATION**

Either party may terminate this Agreement at any time by giving written (15) fifteen-day notice to the other party of such termination. If this Agreement is terminated as provided herein, WILLDAN will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of WILLDAN covered by this Agreement, less payments of compensation previously made.

## **SECTION X - COMPLIANCE WITH LAW**

Each party hereto will use reasonable care to comply with applicable laws in effect at the time the services are performed hereunder, which to the best of their knowledge, information and belief apply to their respective obligations under this Agreement.

## **SECTION XI - SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the successors and assigns of the parties, but it shall not be assigned by either party without written consent of the other party.

## **SECTION XII – ATTORNEYS FEES**

In the event that any judgment is entered in any action upon this Agreement, the party hereto against whom such judgment is rendered agrees to pay the amount equal to the reasonable attorneys fees of the prevailing party in such action and that such amount may be added to and made a part of such judgment.

## **SECTION XIII - ALTERNATIVE DISPUTE RESOLUTION**

If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

(a) A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

(b) If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

(c) In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time

and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances required otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

(d) The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

#### **SECTION VIX - RECORDS**

Records of WILLDAN's direct labor costs, payroll costs, and reimbursable expenses pertaining to the project covered by this Agreement will be kept on a generally recognized accounting basis and made available during normal business hours upon reasonable notice.

WILLDAN's records will be available for examination and audit if and as required.

#### **SECTION XV - INSOLVENCY OF CLIENT**

WILLDAN shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if CLIENT files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against CLIENT in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

#### **SECTION XVI - MISCELLANEOUS PROVISIONS**

This Agreement is subject to the following special provisions:

- A. The titles used in this Agreement are for general reference only and are not a part of the Agreement.
- B. This Agreement shall be interpreted as though prepared by both parties.
- C. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.
- D. This Agreement shall be interpreted under the laws of the State of Utah.
- E. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement.
- F. Any notices given pursuant to this Agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.

- G. WILLDAN shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits.
- H. WILLDAN's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition or covenant.
- I. CLIENT agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and CLIENT further agrees to defend, indemnify and hold WILLDAN harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole or joint negligence of WILLDAN.
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**IN WITNESS WHEREOF**, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated, the day and year first above written.

**WILLDAN**

**CLIENT**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: Kevin K. Elliott, P.E.

Name: \_\_\_\_\_

Title: Regional Manager, Sr. VP

Title: \_\_\_\_\_

Address: 181 N. Arroyo Grande Blvd., Ste 190  
Henderson, NV 89074

Address: \_\_\_\_\_

Telephone: 702-734-3001

Telephone: \_\_\_\_\_

## EXHIBIT A SCOPE OF SERVICES

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### Estimated Drawing List

#### Electrical/Instrumentation Design 24"x36"

- E001 Notes, Symbols and Legend
- E002 Field C Single Line
- E003 Field C Site Plan
- E004 Conduit Block Diagram & Schedules
- E005 Field C Lighting Plan
- E006 Standard Details

### Project Description

- 1.0 The project consists of designing lighting for Field C.
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### Responsibilities of Others

- 1.0 We highly recommend that the CLIENT allocate sufficient time at the end of the design schedule to perform a quality assurance review of the project plans, and specifications. This will help ensure proper coordination of the engineering disciplines prior to preparation of the bid documents, and reduce the need for addenda and change orders during construction.
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considered beyond the scope and fee of this proposal. CLIENT will be responsible for duplicating documents for submittal to the Owner.

**EXHIBIT A**  
**SCOPE OF SERVICES**

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- 2.0 Upon completion of the design and after incorporating all the 100% submittal review comments, WILLDAN will provide CLIENT with one set of final sealed documents bearing the signature of a registered electrical engineer. Please specify in advance if the plans are to be plotted on vellum or mylar.
- 3.0 Other documents that WILLDAN will provide include shop drawing review comments, electrical construction observation reports, and responses to contractor requests for information (RFI).

**Exclusions and Exceptions**

- 1.0 WILLDAN will not obtain any permits.
- 2.0 WILLDAN will not be responsible for reproduction of submittal documents for the Client/Owner's review.
- 3.0 The aforementioned scope of services and level of effort is limited to the hours detailed on the attached Proposal Worksheets, and does not include design prepared by others.
- 4.0 This fee proposal is based on WILLDAN standards. Plans, specifications, and other deliverables documents will be prepared following WILLDAN drafting and CAD standards, and text documents formatting. If significant changes to the standards are required, WILLDAN reserves the right to request additional time and fees to convert to a new set of standards.

**EXHIBIT B  
COMPENSATION**

---

Description			Total
Field Survey and Base Sheet Preparation			\$3,444.00
Lighting Design and Construction Services			\$15,956.00
<b>Total Design &amp; Expenses:</b>			<b>\$19,400.00</b>

**EXHIBIT C  
LAS VEGAS HOURLY FEE CHART**

**ENGINEERING**

Principal Engineer.....	\$170.00
Division Manager.....	160.00
City Engineer.....	160.00
Project Manager.....	160.00
Supervising Engineer.....	145.00
Senior Engineer.....	130.00
Senior Design Manager.....	130.00
Design Manager.....	120.00
Associate Engineer.....	120.00
Senior Designer.....	115.00
Senior Design Engineer II.....	115.00
Senior Design Engineer I.....	110.00
Designer II.....	105.00
Designer I.....	100.00
Design Engineer II.....	105.00
Design Engineer I.....	100.00
Senior Drafter.....	95.00
Drafter II.....	85.00
Drafter I.....	80.00
Technical Aide.....	70.00

**CONSTRUCTION MANAGEMENT**

Division Manager.....	160.00
Project Manager.....	160.00
Senior Construction Manager.....	140.00
Construction Manager.....	130.00
Assistant Construction Manager.....	110.00
Utility Coordinator.....	115.00
Supervising Public Works Observer.....	115.00
Senior Public Works Observer.....	100.00
Public Works Observer.....	**85.00 /100.00
Assistant Public Works Observer.....	**80.00 /100.00
Labor Compliance Manager.....	110.00
Labor Compliance Specialist.....	85.00

**SURVEYING**

Division Manager.....	160.00
Supervisor - Survey & Mapping.....	145.00
Senior Survey Analyst.....	115.00
Senior Calculator.....	110.00
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Survey Party Chief.....	105.00
Field Party (One).....	155.00
Field Party (Two).....	205.00
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**LANDSCAPE ARCHITECTURE**

Division Manager.....	160.00
Principal Landscape Architect.....	135.00
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Supervising Plan Check Engineer.....	135.00
Building Official.....	135.00
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Plans Examiner.....	105.00
Senior Building Inspector.....	105.00
Supervisor Code Enforcement.....	105.00
Building Inspector.....	**95.00 /100.00
Supervising Construction Permit Specialist.....	95.00
Senior Construction Permit Specialist.....	90.00
Senior Code Enforcement Officer.....	85.00
Assistant Building Inspector.....	**85.00 /100.00
Code Enforcement Officer.....	70.00
Construction Permit Specialist.....	75.00
Assistant Construction Permit Specialist.....	65.00
Plans Examiner Aide.....	65.00
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\*\*Prevailing Wage Project, Use \$100.00/Hour

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.25 times, and Sundays and holidays, 1.70 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination.



## 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.

SUBMITTED November 8, 2007

MEETING November 13, 2007

ACTION REQUIRED: Discussion and decision

ITEM FOR CONSIDERATION: **Service Agreement with WillDan to furnish plans, specifications, and bid package for Simkins Park Field Lighting Project.**

BRIEF SUMMARY: **Item #11.**

*WillDan has proposed a service agreement to furnish plans, specifications, and bid package for Simkins Park's Lighting Project the planning of which has gone on for years. The cost of \$28,800.00 is noted in the attached compensation exhibit. The construction cost of the actual lighting project is estimated at \$40,000.00. However, only the actual construction bids will determine the final construction cost. The project may be funded from PETT Funds previously approved by the Nye BOCC.*

TOWN MANAGER RECOMMENDATION: *Approve Service Agreement with WillDan to furnish plans, specifications, and bid package for Simkins Park's Lighting Project with potential funding from PETT Funds previously approved by the Nye BOCC.*

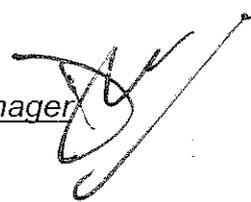
BACK UP ATTACHED: YES

SPONSOR: *WillDan/Town Manager*

PRESENTER(s): *WillDan/Town Manager*

David Richards, Town Manager

Town Manager



400 N. SR 160 Pahrump, NV 89060

775-727-5107

**David Richards**

---

**From:** Cathy Atkisson [CAtkisson@WILLDAN.com]  
**Sent:** Tuesday, October 09, 2007 1:55 PM  
**To:** David Richards  
**Subject:** FW: Petrack A, B & C , Simpkins Parks Lighting

**From:** Tom Buist  
**Sent:** Tuesday, October 09, 2007 1:47 PM  
**To:** Cathy Atkisson  
**Cc:** Kevin Elliott  
**Subject:** Petrack A, B & C , Simpkins Parks Lighting

Attached are electronic copies of the contracts for design services for the subject projects. At the meeting this morning at our office I gave you hard copies of each of the contracts. Listed below are the cost estimates for construction for each [project].

1. Simpkins Field Lighting estimated construction cost based on a total of eight (8) light standards is \$40,000
2. Petrack Field C Lighting estimated construction cost based on a total of eight (8) light standards is \$40,000
3. Petrack Field A & B Lighting plus a new electrical service estimated construction cost based on a total of sixteen (16) light standards, eight (8) per field, and a new electrical service is \$97,000

I would be pleased to answer any questions before the meeting tonight. See you soon.

Tom Buist

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007 by and between WILLDDAN, a California Corporation, and the Town of Pahrump, hereinafter referred to as CLIENT.

WHEREAS, CLIENT desires to employ WILLDDAN to furnish plans, specifications and a bid package to publish for contractor bidding for the Simpkins Field Lighting.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

### SECTION I - BASIC SERVICES

WILLDDAN shall provide to CLIENT Plans and specifications with the scope and fee for the task to be determined through negotiations between WILLDDAN and CLIENT. The Scope of Work for the task order will be described in Exhibit "A" for the task order, which will be attached hereto and incorporated herein by this reference.

### SECTION II - ADDITIONAL SERVICES

If authorized, WILLDDAN shall furnish additional services, which are in addition to the basic services. To the extent that the additional services have been identified in this Agreement, they are itemized in Exhibit "A" and will be paid for by CLIENT as indicated in Section III hereof. As further additional services are required by CLIENT, this Agreement may be modified and subject to mutual consent by execution of an addendum by authorized representatives of both parties, setting for the additional scope of services to be performed, the performance time schedule, and the compensation for such services.

### SECTION III - COMPENSATION

WILLDDAN shall be compensated for basic services rendered under Section I, and in accordance with the terms and conditions indicated in a separate Exhibit "B" for the task order, Compensation, which will be attached hereto and incorporated herein by this reference; and WILLDDAN will be compensated for any additional services rendered under Section II as more particularly described in a fully approved and executed addendum to this Agreement. If no addendum is executed, then WILLDDAN shall be compensated at its then prevailing hourly rates for such additional services as shown in Exhibit "C"

WILLDDAN shall submit monthly statements for basic and additional services rendered. It is intended that payments to WILLDDAN will be made by CLIENT within 45 days of invoice. All invoices not paid within 45 days shall bear interest at the rate of one and one-half percent (1-1/2%) per month or the then legal rate allowed.

### SECTION IV - INDEMNIFICATION; HAZARDOUS MATERIALS

#### A. General

Each party hereto agrees to save, keep, and hold harmless the other party hereto from all damages, costs, or expenses in law and equity including costs of suit resulting from its own negligent acts, errors, omissions or its own willful misconduct.

B. Hazardous Materials

CLIENT acknowledges that WILLDAN's scope of services for this project does not include any work related in any way to asbestos and/or hazardous waste or hazardous materials. Should WILLDAN or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect WILLDAN's work, WILLDAN may, at its option, terminate work on the project until such time as CLIENT retains a specialist contractor to abate and/or remove the asbestos and/or hazardous waste materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

CLIENT hereby acknowledges that WILLDAN has no professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. Accordingly, the CLIENT hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against WILLDAN, its principals, employees, and agents if such claim, in any way, would involve WILLDAN's services for the investigation, detection, abatement, replacement, use or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. CLIENT further agrees to defend, indemnify, and hold harmless WILLDAN, its officers, directors, principals, employees, agents, and subconsultants from any asbestos and/or hazardous waste material related claims and suits that may be brought by third parties, and any resulting liability, arising from the services provided by WILLDAN pursuant to this Agreement.

**SECTION V - INSURANCE REQUIRED**

WILLDAN shall maintain in force at it's own cost and expense at all times during the performance of this agreement (except as noted under Professional Liability Insurance) the following policy or policies of insurance:

<u>Coverage</u>	<u>Minimum Limits</u>
<u>General Liability</u>	
Comprehensive General Liability, including: Premises and Operations Contractual Liability Personal-Injury Liability Independent Contractors Liability (if applicable)	\$500,000 Combined Single Limit, per occurrence, and aggregate
<u>Automobile Liability</u>	
Comprehensive Automobile Liability, (including, owned, non-owned and hired autos)	\$500,000 Combined Single Limit, per occurrence, no aggregate

Workers' Compensation and  
Employer's Liability

Workers' Compensation Insurance	Statutory
Employer's Liability	\$1,000,000

Professional Liability

Professional Liability Insurance (Covering negligent acts, errors or omissions)	\$500,000 per occurrence and annual aggregate
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**SECTION VI - INDEPENDENT CONTRACTOR STATUS**

WILLDAN shall be an independent contractor and shall have responsibility for and control over the details and means of providing the services under this Agreement

**SECTION VII - OWNERSHIP AND MAINTENANCE OF DOCUMENTS**

All documents including without limitation, reports, plans, specifications, field data, field notes, laboratory test data, calculations estimates, furnished by WILLDAN pursuant to this Agreement, regardless of media (i.e. paper, electronic, magnetic, optical, mylar, etc.), are instruments of WILLDAN's services in respect to this project and not products. All such documents shall remain the property of WILLDAN, provided, however, a copy of the final plans and specifications shall be made available to CLIENT upon request. These documents are not intended nor represented to be suitable for reuse by CLIENT or any others on extensions of this project or on any other project. These documents shall not be changed or reused without the prior written consent of WILLDAN. Any reuse without specific written verification and adoption by WILLDAN for the specific purposes intended will be at user's sole risk. CLIENT agrees to save, keep, and hold harmless WILLDAN from all damages, costs, or expenses in law and equity including costs of suit and attorneys fees resulting from such unauthorized reuse by CLIENT. CLIENT further agrees to compensate WILLDAN for any time spent or expenses incurred by WILLDAN in defense of any such claim, in accordance with WILLDAN's prevailing fee schedule.

CLIENT acknowledges that its right to utilize the services and instruments of services of WILLDAN will continue only so long as CLIENT is not in default of the terms and conditions of this Agreement and CLIENT has performed all obligations under this Agreement. CLIENT further acknowledges that WILLDAN has the unrestricted right to use the services provided pursuant to this Agreement, as well as all instruments of service provided pursuant to this Agreement.

CLIENT agrees not to use or permit any other person to use any instruments of service prepared by WILLDAN, which are not final and which are not signed, and stamped or sealed by WILLDAN. CLIENT agrees to be liable for any such use by CLIENT of nonfinal instruments of service not signed, stamped or sealed by WILLDAN and waives liability against WILLDAN for their use.

WILLDAN's records, documents, calculations, test information, and all other instruments of service shall be kept on file in legible form for a period of not less than 2 years after completion of the services covered in this Agreement.

## **SECTION VIII - SUSPENSION OF WORK**

CLIENT may, at any time, by a (15) fifteen-day written notice suspend further performance by WILLDAN. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and WILLDAN shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

## **SECTION IX - TERMINATION**

Either party may terminate this Agreement at any time by giving written (15) fifteen-day notice to the other party of such termination. If this Agreement is terminated as provided herein, WILLDAN will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of WILLDAN covered by this Agreement, less payments of compensation previously made.

## **SECTION X - COMPLIANCE WITH LAW**

Each party hereto will use reasonable care to comply with applicable laws in effect at the time the services are performed hereunder, which to the best of their knowledge, information and belief apply to their respective obligations under this Agreement.

## **SECTION XI - SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the successors and assigns of the parties, but it shall not be assigned by either party without written consent of the other party.

## **SECTION XII – ATTORNEYS FEES**

In the event that any judgment is entered in any action upon this Agreement, the party hereto against whom such judgment is rendered agrees to pay the amount equal to the reasonable attorneys fees of the prevailing party in such action and that such amount may be added to and made a part of such judgment.

## **SECTION XIII - ALTERNATIVE DISPUTE RESOLUTION**

If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

- (a) A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
- (b) If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

(c) In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time

and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances required otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

(d) The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

#### **SECTION VIX - RECORDS**

Records of WILLDAN's direct labor costs, payroll costs, and reimbursable expenses pertaining to the project covered by this Agreement will be kept on a generally recognized accounting basis and made available during normal business hours upon reasonable notice.

WILLDAN's records will be available for examination and audit if and as required.

#### **SECTION XV - INSOLVENCY OF CLIENT**

WILLDAN shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if CLIENT files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against CLIENT in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

#### **SECTION XVI - MISCELLANEOUS PROVISIONS**

This Agreement is subject to the following special provisions:

- A. The titles used in this Agreement are for general reference only and are not a part of the Agreement.
- B. This Agreement shall be interpreted as though prepared by both parties.
- C. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.
- D. This Agreement shall be interpreted under the laws of the State of Utah.
- E. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement.
- F. Any notices given pursuant to this Agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.

- G. WILLDAN shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits.
- H. WILLDAN's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition or covenant.
- I. CLIENT agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and CLIENT further agrees to defend, indemnify and hold WILLDAN harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole or joint negligence of WILLDAN.
- J. WILLDAN makes no representations concerning soils conditions unless specifically included in writing in this Agreement, and WILLDAN is not responsible for any liability that may arise out of the making or failure to make soil surveys, or subsurface soil tests, or general soil testing.
- K. CLIENT acknowledges that WILLDAN is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.

**IN WITNESS WHEREOF**, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated, the day and year first above written.

**WILLDAN**

**CLIENT**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: Kevin K. Elliott, P.E.

Name: \_\_\_\_\_

Title: Regional Manager, Sr. VP

Title: \_\_\_\_\_

Address: 181 N. Arroyo Grande Blvd., Ste 190  
Henderson, NV 89074

Address: \_\_\_\_\_

Telephone: 702-734-3001

Telephone: \_\_\_\_\_

## EXHIBIT A SCOPE OF SERVICES

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### Estimated Drawing List

#### Electrical/Instrumentation Design 24"x36"

- E001 Notes, Symbols and Legend
- E002 Simkins Park Single Line
- E003 Simkins Park Lighting Plan
- E004 Standard Details

### Project Description

- 1.0 The project consists of designing lighting for Simkins Park. The lighting design will take into consideration the close proximity of the community and use directional lighting.
- 2.0 Prior to the bid, WILLDAN will prepare the bid documents. During the bid phase, WILLDAN will answer contractor questions, and prepare addenda.
- 3.0 During the construction phase, WILLDAN will perform electrical observations, review submittals, attend project meetings, observe startup testing, prepare punchlist, review record drawings, prepare record drawings, review O & M manuals, assist with construction management, and respond to RFIs.

### Responsibilities of Others

- 1.0 We highly recommend that the CLIENT allocate sufficient time at the end of the design schedule to perform a quality assurance review of the project plans, and specifications. This will help ensure proper coordination of the engineering disciplines prior to preparation of the bid documents, and reduce the need for addenda and change orders during construction.
- 2.0 CLIENT shall furnish basic information for any plan drawings so that WILLDAN can prepare the electrical plans showing electrical equipment locations, and conduit routing
- 3.0 CLIENT shall furnish project design criteria and project schedule information such that WILLDAN has sufficient time to prepare the electrical design.
- 4.0 CLIENT shall provide reproduction of documents for each review phase, final construction documents, and record drawings. Please provide one (1) complete set of each submittal for our review and records.

### Deliverables

- 1.0 WILLDAN will provide CLIENT with one set of review documents in reproducible form for 60%, 90%, and 100% submittals. Upon receipt of comprehensive submittal review comments, WILLDAN will produce and submit a Submittal Comment Review Log addressing every comment and will revise the design documents in accordance with the resolution of this Submittal Comment Review Log. Any additional submittal requirements and design changes requested by the CLIENT that are not included herein may be considered beyond the scope and fee of this proposal. CLIENT will be responsible for duplicating documents for submittal to the Owner.

**EXHIBIT A**  
**SCOPE OF SERVICES**

---

- 2.0 Upon completion of the design and after incorporating all the 100% submittal review comments, WILLDAN will provide CLIENT with one set of final sealed documents bearing the signature of a registered electrical engineer. Please specify in advance if the plans are to be plotted on vellum or mylar.
- 3.0 Other documents that WILLDAN will provide include shop drawing review comments, electrical construction observation reports, and responses to contractor requests for information (RFI).

**Exclusions and Exceptions**

- 1.0 WILLDAN will not obtain any permits.
- 2.0 WILLDAN will not be responsible for reproduction of submittal documents for the Client/Owner's review.
- 3.0 The aforementioned scope of services and level of effort is limited to the hours detailed on the attached Proposal Worksheets, and does not include design prepared by others.
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**EXHIBIT B  
COMPENSATION**

---

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Lighting Design and Construction Services			\$14,409.00
<b>Total Design &amp; Expenses:</b>			<b>\$28,800.00</b>

**EXHIBIT C  
LAS VEGAS HOURLY FEE CHART**

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City Engineer.....	160.00
Project Manager.....	160.00
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Building Inspector.....	**95.00 /100.00
Supervising Construction Permit Specialist.....	95.00
Senior Construction Permit Specialist.....	90.00
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Assistant Building Inspector.....	**85.00 /100.00
Code Enforcement Officer.....	70.00
Construction Permit Specialist.....	75.00
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**PAHRUMP TOWN BOARD MEETING  
BOB RUUD COMMUNITY CENTER  
October 23, 2007**

**MINUTES**

**Present**

Laurayne Murray  
John McDonald  
Don Rust  
Nicole Shupp  
Dan Sprouse

**Absent**

Call to Order, Pledge of Allegiance, and Welcome.

Chairperson Murray called the meeting to order at 7:00 PM.

Discussion and decision regarding agenda items.

Item 13 deleted.  
Items 12 and 14 moved.

**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)).

Bob Irving, on behalf of the Fall Festival Committee, thanked the Board and Staff.  
Harley Kulkin complained about the Town Board Policies.

Paula Elefante announced the Home Depot ground breaking ceremony on October 24<sup>th</sup> at 8:00 AM and the 9<sup>th</sup> Annual POW WOW November 16, 17, and 18<sup>th</sup>.

Chief Lewis announced the Fire Department was on notice to deploy to California if necessary.

Art Jones stated his dissatisfaction with offensive remarks during public comment.

Al Balloqui suggested the Town Board instruct the Town Manager to seek legal counsel in cooperation with Nye County regarding the options on the proposed rate increase presented by the Pubic Utilities Commission of Nevada.

Dave Stevens announced he was researching the rate hike request for Utilities Inc. and would bring his findings to the next Town Board Meeting.

**Advisory Board Reports.**

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October 23, 2007

Al Balloqui reported Organics Bio Technology would host an open house October 25<sup>th</sup>, 6:30 PM at the Ruud Community Center.

**Announcements and “Good News”.**

Art Jones reported Support Your Soldiers in Need (SSI) was in the process of opening a veteran’s homeless shelter and job training program.

**Discussion and decision regarding authorization to sign a “Conditional Use Permit” application concerning Town property for potential site for a Federal Detention Facility.**

Al Balloqui introduced Philip Mosciski, The GEO Group, Inc., Vice President, Design Services. Mr. Mosciski requested authorization from the Board for a conditional use permit and a land survey stating all costs would be paid by the GEO Group. He added the use permit was conditional to the firms design and if not awarded the bid the permit would be void.

**Member Rust motioned to authorize a Conditional Use Permit for GEO Group regarding Town property as a potential site for a Federal Detention Facility with the understanding that other applicants may appear with the same request, only one of which would be honored at the time of award and that all reports would be issued to the Town as a result of any conditional use study or action. Member Sprouse seconded.**

Harley Kulkin stated a conditional use permit was specific to the parcel property and added he was opposed to a detention facility being built in the north end of the valley.

**Motion passed 5/0.**

**Discussion and decision regarding solicitation of proposals to create a list of certified commercial appraisers to conduct appraisals as necessary for properties related to the location of a Federal Detention Facility on Town property.**

Member Rust stated he had a report from the Town Attorney recommending solicitation of commercial appraisers. Al Balloqui, Economic Development Coordinator, stated in the event the detention company was awarded the bid on the Town property, the Town would need to determine a fair market value for leasing that property to the company. He added the process, according to the Nevada Revised Statutes, included the selection of an appraiser. Member Rust read the written opinion of the Town Attorney.

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Chairperson Murray stated a Request for Proposal (RFP) was one option or the Board could allow the staff to identify qualified appraisers. Member Sprouse questioned the time frame of an RFP.

Al Balloqui recommended selecting a few qualified appraisers at a negotiated fee similar to a procedure used by the City of Mesquite, NV.

**Member McDonald motioned to approve creating a list a certified commercial appraisers if advised to do so by the Town's Attorney or allowing Town's staff to select a qualified appraiser and authorizing an appraisal be conducted on Parque Avenue in conjunction with the location of a Federal Detention facility. Member Sprouse seconded.**

Jean Mace recommended a specialty appraiser and urged caution. Dave Stevens opposed the location. Bob Smith scolded the Town Board for their actions and accused them of ulterior motives. Bill Garlough cautioned the Board to use good judgment.

**Motion passed 5/0.**

**Discussion and decision regarding Pahrump Senior Olympics grant from Tourism Advisory Board in the amount of \$2,500.00 with funding from Tourism Room Tax Fund.**

Carolyn Indra, Co-Chair for the Senior Olympics, and Louen Meyer, Senior Olympics Coordinator, announced local and out of state participation for the November 1 – 4, 2007 event.

**Member Rust motioned to approve the Pahrump Senior Olympics grant from Tourism Advisory Board in an amount up to \$2,500.00 with funding from Tourism Room Tax Fund. Member McDonald seconded. Motion passes 5/0.**

**Discussion and decision regarding additional concrete flatwork to be added to existing concrete at Justin Leavitt Skate Park in the amount of \$9,247.50 with funding from Parks Room Tax Fund.**

Rick Ewing, on behalf of Kiwanis, stated funding from Parks Room Tax Fund was not needed and this project would be completed by a donation from Kiwanis. He added two bids were attached, Pahrump Valley Concrete and Canyon Concrete and the Parks and Recreation Advisory Board recommended the Canyon Concrete revised bid of \$10,000.00. There was considerable discussion from the

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Board about wire mesh, permits, fees, set forms and layout. Mr. Ewing indicated both proposals were acceptable.

**Member Rust motioned to approve PV Concrete, LLC for the concrete work at the skate park using funds provided by the Kiwanis. Member Sprouse seconded.**

Jose Telles, Vicky Parker and Harley Kulkin spoke in favor of Canyon Concrete.

Chairperson Murray stated her concern with the PV Concrete bid. Member McDonald agreed and cautioned against a verbal agreement.

**Motion failed 1/4 (McDonald, Murray, Shupp, and Sprouse opposed).**

**Member McDonald motioned to accept the Canyon Concrete proposal to provide 2828 square feet of concrete slab at 3000 psi, poured 4 inches thick with 6x6x10x10 wire mesh with concrete that would be barreled, not pumped, at the price, not including dirt work to be done by the Town of Pahrump, of \$10,000.00. Member Sprouse seconded. Motion passed 5/0.**

Discussion and decision regarding amendments and updates to the 2008 Community Pool Policy Manual.

Elona Skadberg, Pool Manager, offered to answer any questions. Member Sprouse questioned the season pass price and Ms. Skadberg stated new pricing could be a future agenda item however, at this time sales did not warrant an adjustment.

**Member McDonald motioned to approve amendments and updates to the 2008 Pahrump Community Pool Policy Manual. Member Shupp seconded. Motion passed 5/0.**

Discussion and decision regarding amendment of Resolution 2007-14 to delete language in PAVED MOU designating the Town Board Chairperson and Town Manager as Directors of PAVED.

**Member Rust motioned to accept Resolution 2007-15 which amends Resolution 2007-14 to delete language in the PAVED MOU designating the Town Board Chairperson and Town Manager as Directors of PAVED. Member Sprouse seconded. Motion carried 5/0.**

Discussion and decision regarding liaison appointment(s) to PAVED.

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**Chairperson Murray appointed herself as liaison and named the Town Manager as the alternate liaison.**

Discussion and decision regarding liaison appointment(s) to Chief Tecopa Veterans Memorial Advisory Board.

**Chairperson Murray appointed herself as liaison.**

Harley Kulkin recommended Member McDonald.

Discussion and decision regarding request by GEO to access Town property to conduct soils studies and survey work and other matters related to preparation of a proposal to locate a Federal Detention Facility on site.

**Deleted**

Future Meetings/Workshops: Date, Time and Location.

- ***Team Building with Town Board and Manager on November 3, 2007, 9:00 AM to 4:30 PM in the Town office facilitated by John Ford and Associates.***

Consent Agenda.

- Action - approval of Town vouchers.
- Action - approval of Town Board minutes for September 25, 2007.
- Action - approval of Town Board minutes for October 9, 2007.
- Action - approval of 72 hour special event permit for Kiwanis Club for December 31, 2007 at Ruud Community Center.
- Action - approval of 72 hour special event permit for Elks Lodge for Midterm Convention on November 15<sup>th</sup> – 17<sup>th</sup>, 2007 at Ruud Community Center.
- Action - appointment of Toby Anderson to Parks and Recreation Advisory Board.

**Member Rust motioned to approve all Consent Agenda Items. Member Shupp seconded. Motion passed 5/0.**

The Finance Director stated the Board of County Commissioners announced the public hearing on the Public Safety Sales Tax was set for December 18, 2007 at 9:30 AM (timed item) and approved a \$300,000.00 fiscal 2008 PETT Grant for

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parks to the Town. He announced Cheryl Beeman accepted a new position as a Community Development Specialist.

**Adjournment.**

Chairperson Murray adjourned the meeting at 8:30 PM.

Respectfully submitted,

Don Rust  
Town Clerk

CC: Town Board  
Nye County Treasurer  
Nye County Commissioners  
Nye County Planning  
Nye County Clerk  
Dan McArthur

/al

**MEMO**  
**TOWN OF PAHRUMP**

TO: DAVID RICHARDS, TOWN MANAGER  
FROM: MICHAEL SULLIVAN, FINANCE DIRECTOR  
DATE: 11-13-2007  
RE: JULY – OCTOBER FY 2008 ACTIVITY REPORT

1. *Fall Festival* – Thanks to the many generous and tireless volunteers, the Fall Festival Advisory Board once again successfully hosted the Fifth Annual Fall Festival on October 4<sup>th</sup> – 7<sup>th</sup>. The cooler weather on Thursday and Friday gave way to warmer temperatures during the weekend to provide a crowd pleasing parade, along with delightful times at the arts & crafts showcase, rodeo, carnival, entertainment venues and vendor booths. The FFAB is busy starting preparations already for next year's festival on September 25<sup>th</sup> – 28<sup>th</sup>, 2008, and as always, promising to make it even better and more fun for the community.

2. *Brothel Fees* – The County Assistant Manager has indicated that they intend to transfer \$180,000 to the Town of accumulated FY05-07 brothel fees. We also anticipate an additional \$60,000 will be transferred for the current FY08 budget period. Hopefully the funding will arrive in time to help us pay for the two new ambulances on order, which are scheduled to be delivered in December.

3. *PETT Grant Funding* - The BOCC at their October 23<sup>rd</sup> meeting approved an additional \$300,000 PETT grant for Pahrump Parks. The Parks Advisory Board will be forwarding recommendations later this year on possible uses.

The PETT parks grant is in addition to carryover grants for the Community Center roof (\$75,000) and Simkins Park (\$291,700) and \$395,000 of new FY08 grants to acquire various FRS fire trucks.

4. *Public Safety Sales Tax* – Consideration and approval of the PSST awaits BOCC action, which is currently scheduled for December 18<sup>th</sup>. Legislation was passed to allow a local sales tax to be levied up to ½-cent effective October 1<sup>st</sup> 2007.

The FY08 Town Budget proposes hiring 8 additional FRS staff members and related equipment if the tax is successfully implemented at the full rate proposed. However, at this point, if approved, implementation and collection would not begin until the 2<sup>nd</sup> quarter of 2008 or later. Since the sales tax would be collected by the state and disbursed to Nye County, another Interlocal government agreement will need to be developed and approved by both agencies

**MEMO**  
**TOWN OF PAHRUMP**

5. *Impact Fees* – Subsequent to the passage of the FY08 budget, we received information from the Nye County Finance Department that the total impact fee collections for FY07 would be approximately 40% below original projections in 2006.

For FY06, Nye County transferred approximately \$388,000 of the fire and parks impact fees. They have determined that approximately \$442,000 will be received for FY07, subject to final determination of credits and refund allowances.

Fortunately we have been accumulating impact fees the last two years, and have not yet disbursed any for the fire and parks impact fee projects. Therefore, both IF funds have the capacity to absorb these lower revenues by adjustments in the timing and disbursements for capital projects

As the cool down in the regional and local real estate market continues, I would anticipate lower impact fee receipts will continue through FY08 and beyond. Therefore we should remain cautious in our impact fee fund expenditure levels until more current building permit and impact fee information is available from the County.

6. *Impact of 'Green' Construction Bill* - The 2005 and 2007 legislation created sales and property tax incentives related to standards for investments in energy improvements. While most of the attention has been focused on large Las Vegas construction projects, it remains unclear what the fiscal impact to the town's future budgets might be, and whether the incentives might eventually also involve local property and sales tax credits too. (Article attached.)

7. *Gaming Tax Increase Proposal* – As you may have read in the LVRJ, the state teachers' federation has launched a campaign to add a ballot initiative to increase the gaming tax 3% for educational purposes. This potentially may open a broader conversation and subsequent legislative action on tax policy which could impact the town's future revenues.

8. *FY07 Audit* – The external auditor, Dan McArthur, has finished field work for the Town in September. However, Nye County still needs to close our books and provide him a final trail balance. At that point we'll know better if our audit can be completed for Town Board consideration before the end of the year. If not, then we may have to request a filing extension from the Department of Taxation.

9. *FY08 YTD Summary Budget Report* – The attached HTE-based fund report covers the YTD receipts and disbursements period from July 01st through September 30th, 2007.

MEMO  
TOWN OF PAHRUMP

The amounts will not reflect final balances until Nye County has posted FY07 accruals and adjustments later in 2007, as part of their audit preparations.

We will continue to work with the new County Finance Director, and are hopeful that the HTE accounting software system processes will be streamlined to provide us with more timely and accurate reports.

*10. Parks Master Plan* - The Parks Master Plan will be developed in-house by staff. Up to \$100,000 has been appropriated in FY08 budget to accomplish the task, by providing operational and administrative support to staff.

*11. Room Tax Funds* – The State remits room tax receipts approximately 75 days in arrears. For the first three months in FY08 reported, actual revenue has been below budget projections by approximately 20%. We'll continue to monitor the trend, although generally most of these budgets funded by room tax have the capacity to absorb adjustments in their timing and disbursements for capital projects.

There always remains some caution that high gasoline prices could adversely impact vacation travel and thus room tax revenues for this area. It is something we will need to continue to monitor.

*12. Pahrump Storm Water Utility Task Force* - Currently the county is in the process of drafting Service Plans as required by the NRS for a 318 General Improvement District.. They have also solicited engineering and feasibility services to develop GID's for water and centralized sewer systems as well.

*13. Legislative Tax Limitation Impacts* – I've been attending the Committee on Local Finance hearings related to the tax cap revisions during the 2007 legislative session. Most were technical changes to address "unintended consequences" related to redevelopment districts and new debt issues. A future discussion may be held to discuss the potential impacts of foreclosures on the assessed valuation base upon which the tax cap is calculated.

*14. BOCC* – I continue to monitor BOCC meetings and agendas for items, which may impact Town's financial sustainability, such as PETF Fund allocations; Planning and Zoning approvals; Impact Fees; Developer Agreements; and long term debt financing.

*15. Fairgrounds Advisory Board* – I continue to work with Fairgrounds Advisory Board on funding needs for developing the infrastructure capital improvements at the PARC site. The Town's Volunteer Economic Development Director has been developing

**MEMO**  
**TOWN OF PAHRUMP**

options and funding scenarios related to the LARC studies.

Congressional grants of approximately \$700,000 are pending submittal of an updated environmental compliance site review on behalf of Nye County and the Town for use at the Fairgrounds.

Additionally, continue to work with the Town Manager and outside counsel to complete the acquisition of water rights to this location.

*16. Fairgrounds Grant Fund Disbursement* – In late FY06, Nye County released two grants to the Town for the Fairgrounds development projects: a \$300,000 FY05 PETT grant to drill a water well; and a \$250,000 FY06 grant from the Eye bond proceeds towards the acquisition of water rights. Several water rights acquisitions are pending that could be allocated to these funding sources.

*17. Development Agreements* – Continue to work with Town Manager on Developer Agreement terms and conditions. As a result of these agreements we will need to draft capital plans that are coordinated with the impact fee requirements, and leverage the various cash contributions if possible.

*18. Tourism Advisory Board* – Continue to work with Tourism Board on grant requests and funding guidelines for use of room tax funds.

*19. Parks Advisory Board* – Continue to work with Matt Luis and Parks Advisory Board on FY08 capital funding needs for both the existing and future park sites as well as a Parks Master Plan.

*20. Arena Advisory Board* – Continue to work with Matt Luis and Arena Advisory Board on funding sources and uses for FY08, and help identify capital funding needs for both the existing and future site at the Fairgrounds.

*21. Joint Town & County Working Group* – Continue to work with Town Manager on meeting agenda items related to financial matters.

*22. Ambulance Enterprise Fund* – Continue to monitor Ambulance Enterprise Fund Cashflow. The billing software program should be upgraded to a full general ledge capacity along with electronic billing module. Steps to address audit management comment recommendations regarding internal control and cash handling are elements still to be addressed.

*23. Department of Taxation* - Drafted and filed Quarterly Economic Survey Report.

**MEMO**  
**TOWN OF PAHRUMP**

24. *Intergovernmental cooperative agreements:* Continue to work with Town Manager, Town Attorney, and Nye County on the development of agreements related to the room tax receipts within re-zoned brothel area and brothel fees.

25. *Cemetery Accounting Software:* A map-based cemetery software product that would enhance both our internal and inventory control has been selected to address recommendations by the external auditor. Progress will be related to other projects such as training and transition to new Financial Assistant; the Fall Festival; year end audit and FY09 budget preparations.

26. *Developer Voluntary Mitigation Fee Study* – In July, 2006 the Town Board approved Tischler Brice to develop a fee methodology to support in lieu of fees to support both operating and capital growth impact costs beyond those allowed under Impact Fees. However, we were unable to reach a satisfactory fee agreement, and this study has been postponed. The project might be considered later, if the County considers revising the impact fee cost base and fees.

27. *Purchase Card Program:* Future efforts will be development and implementation of an expanded purchase card program for purchasing town supplies and services. Credit card acceptance has been initiated for Ambulance fees, fire inspections, business licenses and the Fall Festival registrations.

28. *Internal Control:* Development, with external auditor, of additional internal control improvements for cash handling of town receipts for services and write offs. The FY06 audit issued in January, 2007 to the Town Board, included specific reference to these areas, and the FY08 budget provided funding to address. However, implementation will be delayed while training and transition to a new Financial Assistant proceeds.

29. *Project Accounting:* Development of project accounting for Matt's capital improvement and program costs, like the Fall Festival, Pool support and impact and development fee projects.

If you have any questions, or need additional materials, let me know.

Attachments:

- LVRJ article dated 10/13/07 on "Green' construction bill put local government tax collections in the red.
- Summary of HTE Receipts and Disbursements @ 09/30/07.

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## **JANE ANN MORRISON: 'Green' construction bill put local government tax collections in the red**

How come unintended consequences are almost always bad?

The sponsor of the feel-good "green" construction bill of 2005 says she never anticipated that giving a tax break for companies that try to save energy and water in their construction might cost local governments \$900 million.

Even after an effort by the 2007 Legislature to limit the property and sales tax breaks for gaming companies and developers -- the big beneficiaries of the green bill -- the loss to local governments approaches \$500 million.

Clark County Commissioner Chris Giunchigliani was in the Legislature when she introduced Assembly Bill 385, which "makes various changes relating to energy, conservation, construction and renovation and creates incentives and standards for green buildings."

"I had no idea the hotels were going to jump on board," she said this week. "There was no way I dreamed it was going to take off the way it did."

The testimony of an MGM Mirage lobbyist, saying the company supported the bill because it had a 27-million-square-foot project in the works, was a clue that apparently slipped by legislators, including Giunchigliani.

Wondering how this mess came about, I went back and read the minutes of the 2005 hearings on the bill.

What began as AB 385 (and evolved into AB 3 in the special session) had no discussion about what the fiscal impact on local governments might be after granting a tax abatement of up to 50 percent in property taxes for companies building "green."

The bill was described as creating a model for green building, using the Leadership in Energy and Environmental Design (LEED) green building rating system.

But in the hearings, not one lawmaker asked what the tax abatement might do to property tax revenues shared by cities, counties, schools and police. Nobody. With the global warming scare, everyone was eager to jump on the green bandwagon, Democrats and Republicans alike.

Giunchigliani said she worked for two days with more than 40 representatives, including local governments, regarding possible amendments. But nobody talked about what might happen if big construction projects went green.

The bill was introduced March 24, 2005, had its first hearing April 4 and passed the Assembly

unanimously May 25. The Legislature was to end June 5, yet this complex bill's first hearing in the Senate was May 31.

That's the hearing where Jon Wellingshoff, then lobbyist for MGM Mirage, said the gaming company supported the bill. The minutes quoted him as saying, "We are in the process of considering construction of facilities totaling 27 million square feet and we are interested in moving forward as quickly as possible. With LEED as a direction, we can be off and running much more quickly."

He was talking about Project CityCenter, the 18- million-square-foot behemoth project now under way. Construction began in June 2006 (a year after the 2005 session) but planning had been in the works for 20 months before that. The MGM Mirage and Mandalay merger was announced in June 2004.

Wellingshoff's brief comments should have been a clue to legislators that this bill benefited the gaming industry.

The 32-page bill was held hostage at the end of the 2005 session and only passed as AB 3 during the special session afterward.

Legislators in 2007 tried to fix the bill, which by then was looking like a \$900 million windfall for the gaming industry rather than a boost for environmentalists. But even after the 2007 fix, calculations by Jeremy Aguero of Applied Analysis estimated the loss to local governments around the state in sales and property taxes is \$471 million over 15 years.

The beneficiaries: Project CityCenter, Fontainebleau Las Vegas, Molasky Corporate Center, Echelon Place, Wynn Encore, Palazzo Resort and the World Jewelry Center.

I doubt that many of those who voted on the bill in the mad dash to end the session even realized the "incentives" in the title were savings in sales and property taxes.

The green bill reaffirms my belief that 120-day limits on the Legislative session don't work. I'd rather they take more time and do it right.

What should have been good legislation is going to be remembered as one more time the big boys caught a break.

Jane Ann Morrison's column appears Monday, Thursday and Saturday. E-mail her at [Jane@reviewjournal.com](mailto:Jane@reviewjournal.com) or call (702) 383-0275.

**Find this article at:**

<http://www.lvrj.com/news/10521332.html>

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Summary of Funds	BFB @ 07/01/07	Budgeted Revenue	YTD Actual Revenue	Unrealized Revenue	%	Budgeted Expenses	YTD Expenditures	Remaining Balance	%	Projected EFB
<b>General Fund</b>										
GENERAL FUND	1,439,600.00	3,891,221.00	1,600,970.76	2,290,250.24	59%	4,611,773.00	1,080,846.13	3,531,126.87	77%	1,959,924.66
AMBULANCE DEBT SERVICE FUND	25,310.00	89,823.00	(149.30)	89,972.30	100%	85,413.00	45,502.85	39,910.15	47%	(20,342.11)
<b>Total General Funds</b>	<b>1,464,910.00</b>	<b>3,981,044.00</b>	<b>1,600,821.46</b>	<b>2,380,222.54</b>	<b>60%</b>	<b>4,697,186.00</b>	<b>1,126,148.98</b>	<b>3,571,037.02</b>	<b>76%</b>	<b>1,939,582.44</b>
<b>Special Revenue Funds</b>										
BUSINESS LICENSE FUND	185,625.00	140,000.00	61,005.72	78,994.28	56%	211,500.00	61,027.35	150,472.65	71%	185,603.37
POOL FUND	308,268.00	183,434.00	81,047.32	102,386.68	56%	445,500.00	53,371.55	392,128.45	88%	335,943.77
SEWER FUND	11,438.00	16,000.00	2,846.80	13,153.20	82%	21,000.00	186.09	20,813.91	99%	14,098.71
ROAD TAX FUND	-	325,000.00	51,594.52	273,405.48	84%	325,000.00	91,549.27	233,450.73	72%	(39,954.71)
FALL FESTIVAL FUND	163,107.00	355,000.00	(105.06)	355,105.06	100%	300,000.00	0.00	300,000.00	100%	163,001.94
AIRPORT GRANT FUND	15,789.00	115,000.00	87,525.52	27,474.48	24%	130,789.00	61,550.00	69,239.00	53%	41,764.52
TOURISM ROOM TAX FUND	502,906.00	215,000.00	74,403.87	140,596.13	65%	342,000.00	46,430.00	295,570.00	86%	530,879.87
AIRGROUNDS ROOM TAX FUND	1,339,512.00	1,275,000.00	6,994.17	1,268,005.83	99%	2,575,000.00	51,836.53	2,523,163.47	98%	1,294,669.64
PARKS ROOM TAX FUND	155,941.00	43,000.00	6,882.32	36,117.68	84%	185,000.00	21,558.18	163,441.82	88%	141,265.14
CON DEVELOPMENT ROOM TAX FUND	155,852.00	80,000.00	13,048.75	66,951.25	84%	235,000.00	21,973.12	213,026.88	91%	146,927.61
ARENA ROOM TAX FUND	98,094.00	34,000.00	6,553.66	27,446.34	81%	130,000.00	0.00	130,000.00	100%	104,647.66
STATE TOURISM ROOM TAX FUND	90,825.00	42,000.00	7,813.97	34,186.03	81%	53,000.00	19,300.00	33,700.00	64%	79,338.97
PARKS IMPACT FEE FUND	596,711.00	305,000.00	1,513.01	303,486.99	100%	900,000.00	0.00	900,000.00	100%	598,224.01
FIRE IMPACT FEE FUND	281,305.00	255,000.00	721.59	254,278.41	100%	500,000.00	15,276.60	484,723.40	97%	266,749.91
<b>Total Special Revenue Funds</b>	<b>3,905,373.00</b>	<b>3,383,434.00</b>	<b>401,846.16</b>	<b>2,981,587.84</b>	<b>88%</b>	<b>6,353,789.00</b>	<b>444,058.69</b>	<b>5,909,730.31</b>	<b>93%</b>	<b>3,863,160.41</b>
<b>Capital Funds</b>										
BFB CAPITAL PROJECTS FUND	1,331,827.00	45,000.00	7,345.94	37,654.06	84%	1,300,000.00	0.00	1,300,000.00	100%	1,339,172.94
BFB SPECIAL CAPITAL PROJECTS FUND	170,143.00	40,000.00	1,053.68	38,946.32	97%	200,000.00	0.00	200,000.00	100%	171,196.68
SEWERY PERPETUAL CARE FUND	97,883.00	9,000.00	1,985.44	7,034.56	78%	0.00	0.00	0.00	0%	99,848.44
TV CONSTRUCTION CAPITAL FUND	40,214.00	1,500.00	315.78	1,184.22	79%	40,000.00	0.00	40,000.00	100%	40,529.71
ARENA CAPITAL PROJECTS FUND	36,810.00	3,100.00	923.89	2,176.11	70%	35,000.00	0.00	35,000.00	100%	37,733.81
AMBULANCE CAPITAL PROJECTS FUND	52,193.00	0.00	319.95	(319.95)	0%	0.00	0.00	0.00	0%	52,512.91
FIRE CAPITAL PROJECTS FUND	96,138.00	0.00	613.13	(613.13)	0%	0.00	0.00	0.00	0%	96,751.11
<b>Total Capital Funds</b>	<b>1,825,208.00</b>	<b>98,600.00</b>	<b>12,537.81</b>	<b>86,062.19</b>	<b>87%</b>	<b>1,575,000.00</b>	<b>0.00</b>	<b>1,575,000.00</b>	<b>100%</b>	<b>1,837,745.81</b>
<b>Enterprise Funds</b>										
AMBULANCE ENTERPRISE FUND (1)	770,965.00	3,106,736.00	744,418.12	2,362,317.88	76%	3,480,241.00	596,815.65	2,883,425.35	83%	918,567.41
<b>Total Enterprise Funds</b>	<b>770,965.00</b>	<b>3,106,736.00</b>	<b>744,418.12</b>	<b>2,362,317.88</b>	<b>76%</b>	<b>3,480,241.00</b>	<b>596,815.65</b>	<b>2,883,425.35</b>	<b>83%</b>	<b>918,567.41</b>
<b>TOTAL ALL FUNDS</b>	<b>7,966,456.00</b>	<b>10,569,814.00</b>	<b>2,759,623.55</b>	<b>7,810,190.45</b>	<b>74%</b>	<b>16,106,216.00</b>	<b>2,167,023.32</b>	<b>13,939,192.68</b>	<b>87%</b>	<b>8,559,056.21</b>

Notes  
 (1) For purposes of this report format, since the Ambulance Fund is an enterprise fund, the Ambulance "BFB" is the equivalent of the FY07 Audit unrestricted cash balance.

(2)

(3)